REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, November 18, 2026
6:00 p.m.

Council Chambers
City Hall

The City Council meetings are open to the public. The meeting may also be viewed and accessed remotely at www.zoom.us/wc/81768763042/join. Members of the public may provide comments on agenda items in person, through Zoom, or by phone at (669) 900-6833 using meeting ID: 817 6876 3042 followed by the # key, or by email at citycouncilpubliccomment@madera.gov. To comment by phone, press *9 to raise your hand and *6 to unmute when called upon. Written comments may also be submitted by mail to 205 W. 4th Street, Madera, CA 93637.

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

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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 Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. **Proclamation Recognizing the Veterans Day**
2. **Proclamation Recognizing Small Business Saturday**

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 Urban Water Management Plan 2025 Update and Water Shortage Contingency Plan

Recommendation: Conduct a Public Hearing and Adopt Resolutions Approving:
1. The Urban Water Management Plan 2025 Update
2. The Water Shortage Contingency Plan (Report by Harpiar Gandhi)

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 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for October 10 to November 6, 2026 (Report by Michael Lima)

B-2 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-3 Appointment to the Airport Advisory Commission

Recommendation: Adopt a Resolution approving the appointment of Todd Braner to the Airport Advisory Commission (Report by Harpiar Gandhi)

B-4 Request to Waive City Fees Relating to the Downtown Christmas Parade

Recommendation: Adopt a Resolution waiving the fees to cover the costs of Police, Public Works, Parks, and Engineering services relating to the Downtown Christmas Parade in the amount of $3,508 (Report by Giachino Chiaramonte)

B-5 Madera County Master Gardeners Fee Waiver Request for the Annual Tea Party

Recommendation: Adopt a Resolution waiving the rental fees of the Frank Bergon Senior Center on Saturday, January 30, 2027, related to an Annual Tea Party hosted by the Madera County Master Gardeners, at an anticipated rental fee of $665 (Report by Joseph Hebert)

B-6 Participating Agreement for Information Technology Network Security Equipment, Licensing, and Support Services

Recommendation: Adopt a Resolution approving a Participating Agreement to State of California Department of General Services Contract No. CMAS 3-24-023-1042 with Howard Technology Solutions for the purchase of network security equipment, licensing, and support services for $122,640.75 (Report by Gary Price)

B-7 Second Reading and Adoption of Ordinance Text Amendment (OTA) 2026-03, Amending Title X, Chapter 3 (Planning and Zoning) of the City of Madera Municipal Code (CMC) and Adding the Housing Element Implementation (HEI) Overlay Zone

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

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

B-8 Amendments to the Applications for Transportation Development Act (TDA) Local Transportation Funds (LTF) for Fiscal Year (FY) 2025/26 and FY 2026/27 (Report by Keith Helmuth)

Recommendation: Adopt a resolution approving the Amendments to the Applications for TDA – LTF Funds for FY 2025/26 and the application for FY 2026/27, and authorizing the City Engineer to execute and submit the Amended Applications to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

B-9 Revision to an Existing Purchase with PB Loader Corporation for Fleet Division-related Purchase and Approval of Piggyback Agreement with Fresno Truck Center in Order to Receive California Air Resources Board Payment

Recommendation: Adopt a Resolution approving:

1) A Participating Agreement to Sourcewell Contract No. 032824-DAI with Fresno Truck Center in the amount of $131,899.28 for the purchase of an all-electric dump truck; and,

2) A Participating Agreement to Sourcewell Contract No. 050625-PBL with PB Loader in the amount of $26,498.90 for final upfit on the all-electric dump truck. (Report by Michael Lima)

B-10 2026 Downtown Christmas Light Parade Event Entries

Recommendation: Approve a Minute Order authorizing the City Manager to execute documents necessary for any City entries in the Downtown Christmas Parade scheduled Friday, December 4, 2026 (Report by Alicia Gonzales)

B-11 Appointment to the Community Development Block Grant, Block Grant Commission

Recommendation: Adopt a Resolution appointing Mario Rivera to the Block Grant Commission (BGC) (Report by Michael Lima)

B-12 Appointment to the Civil Service Commission for District 3

Recommendation: Adopt a resolution approving the appointment of Maria Rivera to the Civil Service Commission (Report by Wendy Silva)

B-13 Budget Amendment for the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project

Recommendation: Adopt a Resolution of the City Council of the City of Madera amending the City's Fiscal Year (FY) 2026/27 budget by appropriating $375,545 in General Fund resources to the Planning Department operating budget to provide appropriation authority for eligible project expenditures under the Regional Early Action Planning Grant (REAP 2.0), subject to reimbursement in accordance with applicable grant requirements (Report by Will Tackett)

C. WORKSHOP: None

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

D-1 Community Cleanup and Employment Pathways Grant

Recommendation: Adopt Resolutions:

1. Approving Amendment No. 1 to the Municipal Solid Waste Franchise Agreement between the City of Madera and Mid Valley Disposal for planning and implementation of one bulky waste Dump Day event, in an amount not to exceed $42,742; and
2. Ratifying a Rental Agreement between the City of Madera and the 21-A District Agricultural Association for use of a Madera District Fairgrounds parking lot for the 2026 Dump Day in the amount of $1,200 (Report by Joseph Hebert)

D-2 Junior Giants League Agreement 2027 for Youth Baseball (Ages 5–13)

Recommendation: Adopt a Resolution Approving of a League Agreement between the City of Madera and the Junior Giants Organization for the 2027 Summer League season (Report by Joseph Hebert)

D-3 **Basin Cooperation Agreement**

Recommendation: Adopt a Resolution Approving the Basin Cooperation Agreement between the City of Madera and Madera Irrigation District (Agreement) (Report by Keith Helmuth)

D-4 **Policy Regarding the Use of Municipal Facilities for Federal Immigration Enforcement Activities and Related Community Support Measures**

Recommendation: Adopt a Resolution of the City Council of the City of Madera, California, regarding community safety for all Residents and the use of City facilities by federal enforcement agencies (Report by Arnoldo Rodriguez)

E. ADMINISTRATIVE REPORTS:

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

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

E-2 **Status Report Regarding the Planning and Building Departments**

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

E-3 **Code Enforcement Update**

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

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

Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva, and Mike Lima

Employee Organization: Madera Police Officers' Association

G-2 **Conference with Legal Counsel – Anticipated Litigation Deciding whether to initiate litigation pursuant to Government Code Section 54956.9(d)(4)**

Number of Cases: One case (Pacific Coast Construction & Land Co.)

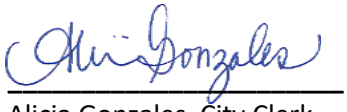
FUTURE MEETING DATES:

- Wednesday, December 2, 2026
- Wednesday, December 16, 2026

ADJOURNMENT:

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

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for November 18, 2026, near the front entrances of City Hall and on the City's website www.madera.gov at 7:00 p.m. on November 13, 2026.



Alicia Gonzales, City Clerk

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: November 18, 2026
Agenda Number: A-1

SUBJECT:

Urban Water Management Plan 2025 Update and Water Shortage Contingency Plan

RECOMMENDATION:

Conduct a public hearing and adopt Resolutions approving:

1. The Urban Water Management Plan 2025 Update
2. The Water Shortage Contingency Plan

SUMMARY:

Every five years, the City is required by the State to update its Urban Water Management Plan (UWMP). The Plan was last updated in 2022 and in order to comply with State guidelines, the City retained Provost & Pritchard Consulting Group to assist in the preparation of the 2025 UWMP and the Water Shortage Contingency Plan (WSCP), which is an appendix to the UWMP but is considered a separate plan from the UWMP.

The purpose of the UWMP is to maintain efficient use of urban water supplies, continue to promote conservation programs and policies, ensure that sufficient water supplies are available for future beneficial use, and provide a mechanism for response during water drought conditions.

Background

Consistent with the State's five-year update cycle, this plan is titled the 2025 UWMP because it is based on data through the end of calendar year 2025, which requires that it be prepared the following year. The City issued a Request for Proposals (RFP) for these services on October 22, 2025, and the City Council approved a budget amendment to fund the project at its meeting of December 17, 2025. This draft report has been prepared in accordance with State guidelines and, if approved, would be submitted to the State.

It is noted that the City is the only municipal water provider within the City and provides service to approximately 65,000 residents and provides a connection to Parkwood that can be used in emergency situations.

UWMP Mandate

The State's Water Code requires urban water suppliers to prepare a UWMP for submission to the California Department of Water Resources (DWR). The UWMPs must satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983, including amendments thereto. The UWMPA only requires the UWMP be prepared for urban water suppliers that service 3,000 or more connections or supply more than 3,000 acre-feet (AF) of water annually. The City meets the criteria.

Since the City's 2020 UWMP was adopted, the California Department of Water Resources (DWR) issued a new 2025 UWMP Guidebook that introduces several regulatory updates the 2025 UWMP has been prepared to address, including:

- New DWR reporting requirements
- Climate resilience and drought risk assessments, including an Annual Water Supply and Demand Assessment (AWSDA), a five-consecutive-year Drought Risk Assessment (DRA), and a 20-year Water Supply Reliability Assessment (WSRA)
- Updated water demand projections reflecting current land use and population projections through 2045
- ADA accessibility standards for all tables and figures
- Updated Water Shortage Contingency Plan requirements aligned with current State guidance

It is further noted that while the City's water supply has historically been consistent, due in large part to the reliability of the groundwater aquifer, as the Sustainable Groundwater Management Act (SGMA) is further implemented, it is possible that there will be additional restrictions on groundwater pumping, especially in critical dry and dry years.

DISCUSSION:

Urban Water Management Plan (UWMP) Overview

The UWMP discusses the water system, supplies and demands, and compliance with legislation requiring reduced per-capita water use. The 2025 UWMP serves as an update to the UWMP adopted in 2020.

The City's service area covers all users within City limits. Three unincorporated areas are found to the north, south, and east of the City, respectively, including Madera Acres, Parkwood, and Parksdale. Parkwood receives water during emergencies and part of Parksdale is tied to the City’s sewer system.

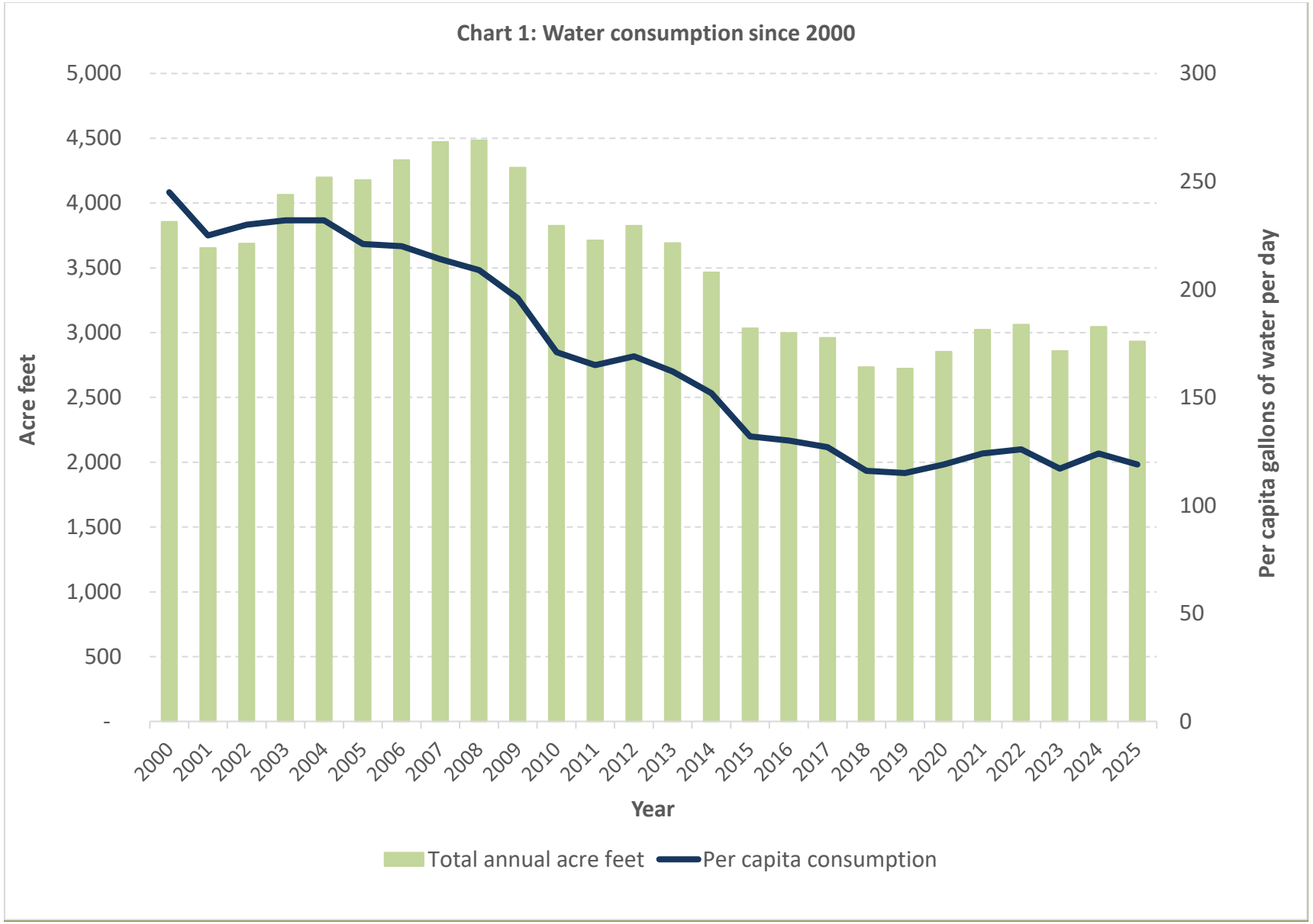
The City provides water service through 18 groundwater wells with a total active well capacity of 19,700 gallons per minute (gpm) and relies exclusively on groundwater as its sole water supply source. A 19th well is currently under construction near the intersection of Cleveland Avenue and Granada Drive.

The City's existing water storage includes the 1-million gallon Cook water tower while the City is designing a new 2.5 million gallon water storage tank near Ellis and Lake Streets. Additionally, at its October 21, 2026 meeting, Council approved moving forward on the Parkwood water system consolidation as requested by the State Water Resources Control Board. Once completed, the City will take over the Parkwood water system, that includes:

1. Approximately 510 connections
2. 1 existing water well that produces approximately 400 gallons per minute
3. 1 under construction water well that is projected to produce 1,000 gallons per minute
4. A 250,000 water storage tank constructed in 2016

Water consumption

Chart 1 highlights a nearly 20-year trend of declining water consumption, both in volume and per capita basis. For example, while the City's population increased from 43,089 in 2000 to nearly 68,000 in 2025, overall water consumption decreased by roughly 900-acre feet per year. Daily per capita water consumption decreased by 245 in 2000 to 119 in 2025, representing significant progress.


Chart 1: Water consumption since 2000
5,000
4,500
4,000
3,500
3,000
2,500
2,000
1,500
1,000
500
-
Acre feet
300
250
200
150
100
50
0
Per capita gallons of water per day
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
Year
Total annual acre feet
Per capita consumption

Groundwater recharge

As outlined in the UWMP, the City's water supply has been 100 percent from groundwater. As a result, groundwater recharge is imperative. As shown on Table 1, since 2019, the City and the Madera Irrigation District (MID) have partnered to recharge 3,873-acre feet of water and are exploring additional recharge opportunities. It should also be noted that recharge from storms is not included in the table as it is not metered, thus the table only reflects groundwater recharge from surface water

Table 1: *Groundwater recharge since 2019*

Basin	Acre-feet
Berry	1,580
MLK	334
Mitchell	237
Mosesian-Clark	312
Prosperi-Code	342
Gary	594
Stadium	474
Golf Course	204
Total	**4,077**

2025 UWMP Guidebook Updates

The 2025 UWMP Guidebook expands on the reliability analyses required in prior UWMP cycles. In addition to the Normal, Single-Dry, and Multiple-Dry Year comparisons included in past UWMPs, the 2025 UWMP incorporates an Annual Water Supply and Demand Assessment (AWSDA) with a one-year outlook, a Drought Risk Assessment (DRA) covering five consecutive dry years, and a Water Supply Reliability Assessment (WSRA) with a 20-year horizon, each of which evaluates the effects of climate change on supply reliability and demand. The 2025 UWMP Guidebook also requires that all tables and figures meet ADA accessibility standards and use standardized formats.

Water Shortage Contingency Plan (WSCP)

The UWMPA requires that the UWMP include an urban water shortage contingency analysis that addresses levels of action to be undertaken by the City in response to water supply shortages, including a more than 50 percent reduction in water supply in severe drought conditions, and an outline of the specific water supply conditions applicable to each stage. In addition to the stages of action, the City is required to develop mandatory prohibitions against specific water use during shortages and consumption reduction methods for the most restrictive stages. The WSCP outlines the necessary steps, the various water shortage stages, response actions should arise, communication protocols, and compliance and enforcement measures, updated to align with DWR's current requirements.

FINANCIAL IMPACT:

The City retained Provost & Pritchard Consulting Group on December 17, 2025 for $49,636 to assist in the preparation of the UWMP and WSCP. The preparation of both plans was included in the Fiscal Year 2025/26 budget and will be paid from the Water Fund. Moreover, staff have dedicated significant time by providing detailed information, reviewing documents, etc.

ALTERNATIVES:

Potential Council alternatives include:

- Request that the item be continued to a date and time certain to allow additional time to consider the plans
- Request that additional analysis be prepared
- Request that additional action items be included in the plans

ATTACHMENTS:

1. Resolution Adopting the Urban Water Management Plan 2025 Update
    a. Urban Water Management Plan 2025 Update
2. Resolution Adopting the Water Shortage Contingency Plan

ATTACHMENT 1

Resolution Adopting the Urban Water Management Plan 2025 Update

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE CITY'S URBAN WATER MANAGEMENT PLAN 2025 UPDATE

WHEREAS, the California Water Code Sections 10620 et seq. require the adoption of an Urban Water Management Plan (UWMP); and

WHEREAS, the California Water Code requires urban water suppliers within the State to prepare and adopt Urban Water Management Plans (UWMPs) for submission to the California Department of Water Resources (DWR); and

WHEREAS, the UWMPs, which must be filed every five years, must satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983, including amendments made to the Act and other applicable regulations, including the 2025 UWMP Guidebook issued by DWR; and

WHEREAS, the City last updated its UWMP in 2020; and

WHEREAS, on October 22, 2025, the City issued a Request for Proposals (RFP) to prepare the 2025 UWMP; and

WHEREAS, on December 17, 2025, the City Council approved a budget amendment with an accompanied contract with Provost & Pritchard Consulting Group for the preparation of the UWMP; and

WHEREAS, the City, in compliance with said legislation, drafted the UWMP and circulated it for public review and held a duly noticed public hearing; and

WHEREAS, the Water Shortage Contingency Plan is an appendix to the UWMP but is considered a separate plan from the UWMP; and

WHEREAS, the public hearing was held before the City Council on November 18, 2026.

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

1. The above recitals are true and correct.

2. The Urban Water Management Plan 2025 Update, a copy of which is on file in the office of the City Clerk, attached hereto and incorporated by reference, is hereby adopted.

3. The Director of Public Works is hereby authorized and directed to file the Urban Water Management Plan with the California Department of Water Resources.

4. This Resolution is effective immediately upon adoption.

****

CITY OF MADERA

2025 URBAN WATER MANAGEMENT PLAN

MADERA, CA
NOVEMBER 2026

PREPARED FOR:
City of Madera
MADERA, CA

PREPARED BY:
PROVOST & PRITCHARD CONSULTING GROUP
455 W FIR AVENUE, CLOVIS, CA 93611

PROVOST&
PRITCHARD

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Report Prepared for:
City of Madera
205 West Fourth Street
Madera, CA 93637

Contact:
John Botwright
(559) 661- 5466

Report Prepared by:
Provost & Pritchard Consulting Group
Nicholas Jacobson, PE
Brittney Darnell
Principal-In-Charge: Heather Bashian, PE
QA/QC: Heather Bashian, PE

Contact:
Nicholas Jacobson
(559) 449-2700



DATE SIGNED_____

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ABBREVIATIONS

AB ..... Assembly Bill
AF ..... acre-feet
AWWA ..... American Water Works Association
BMPs ..... best management practices
CII ..... Commercial, Industrial, and Institutional
CIP ..... Capital Improvement Plan
City ..... City of Madera
CMGSA ..... City of Madera Groundwater Sustainability Agency
CWC ..... California Water Code
DMM ..... demand management measure
DOF ..... Department of Finance
DRA ..... Drought Risk Assessment
DWR ..... California Department of Water Resources
ENSO ..... El Nino Southern Oscillation
ETo ..... evapotranspiration
FY ..... fiscal year
GMP ..... Groundwater Management Plan
gpcd ..... gallons per capita per day
gpf ..... gallons per flush
gpm ..... gallons per minute
GSA ..... Groundwater Sustainability Agency
hcf ..... hundred cubic feet
HE ..... High Efficiency
HECW ..... High Efficiency Clothes Washer
IRWMP ..... Integrated Regional Water Management Plan
kWh ..... kilowatt hours
kWh/AF ..... kilowatt hours per acre foot
MCL ..... Maximum Contaminant Level
MFR ..... multifamily residential
mg/L ..... milligrams per liter
MID ..... Madera Irrigation District
MJGSP ..... Madera Subbasin Joint Groundwater Sustainability Plan
MWELO ..... Model Water Efficient Landscape Ordinance
RUWMP ..... Regional Urban Water Management Plan
RWMG ..... Regional Water Management Plan
SB ..... Senate Bill
SB 1420 ..... Senate Bill No. 1420
SFR ..... single-family residential
SGMA ..... Sustainable Groundwater Management Act of 2014
TDS ..... total dissolved solids
UWMP ..... Urban Water Management Plan
UWMP Guidebook ..... 2025 Urban Water Management Plan Guidebook for Urban Suppliers
UWMPA ..... Urban Water Management Planning Act
UWUO ..... Urban Water Use Objective
WSMP ..... City of Madera Water System Master Plan
WUE ..... Water Use Efficiency
WWTF ..... wastewater treatment facility

EXECUTIVE SUMMARY (LAY DESCRIPTION)

Legal Requirements:

CWC §10630.5 *Each plan shall include a simple lay description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan.*

The City of Madera (City) has prepared this 2025 Urban Water Management Plan (UWMP), encompassing its entire service area. The UWMP discusses the water system, water system supplies and demands, and compliance with legislation requiring reduced demands by 20 percent. The UWMP spans the years from 2025 through 2045 and serves as an update to the UWMP adopted in September 2022 for the 2020-2040 timeframe.

The City's service area covers all users within the City limits. Three unincorporated areas are found to the north, south, and east of the City, respectively, including Madera Acres, Parkwood, and Parksdale. None of these areas receive City water; however, portions of Parkwood are on the City sewer system. The combined service area includes an estimated population of 67,783 in 2024 with a projection to 69,031 individuals by 2045 per Department of Finance (DOF) population projections (Department of Finance, 2026).

The City provides water supplies to the customer base through multiple groundwater wells located throughout the City; the system uses groundwater as its sole water supply source.

The State of California set a goal for all cities to reduce their water use by 20% and to achieve this goal by the year 2020. To reach this goal, the City needed to limit water use to 196 gallons per day for each person. In 2020, the City met this goal with a per person use of 119 gallons per day and will continue water conservation programs to keep meeting this goal in the future.

The City has water conservation programs that can be implemented in the event of drought or other water supply issues. The City is also prepared to respond to a water supply interruption from an emergency. These measures are documented in the Water Shortage Contingency Plan, which is included in this document as an appendix, but is a separate plan from this UWMP. The City will typically not experience water shortages unless there is a catastrophic interruption of supply.

The California Water Code requires urban water suppliers within the state to prepare and adopt Urban Water Management Plans (UWMPs) for submission to the California Department of Water Resources (DWR). The UWMPs, which must be filed every five years, must satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983 including amendments that have been made to the Act and other applicable regulations. The UWMPA requires urban water suppliers servicing 3,000 or more connections or supplying 3,000 acre-feet (AF) of water annually to prepare an UWMP.

The purpose of the UWMP is to maintain efficient use of urban water supplies, continue to promote conservation programs and policies, ensure that sufficient water supplies are available for future beneficial use, and provide a mechanism for response during water drought conditions. This report, which was prepared in compliance with the California Water Code, as set forth in the 2025 Urban Water Management Plan Guidebook for Urban Water Suppliers (UWMP Guidebook) established by the DWR (Department of Water Resources, 2026), constitutes the City of Madera's (City) 2025 UWMP.
The UWMP is organized into ten Sections, including: Section 1 – Introduction and System Overview; Section 2 – Plan Preparation; Section 3 – System Description; Section 4 – Water Use Characterization;

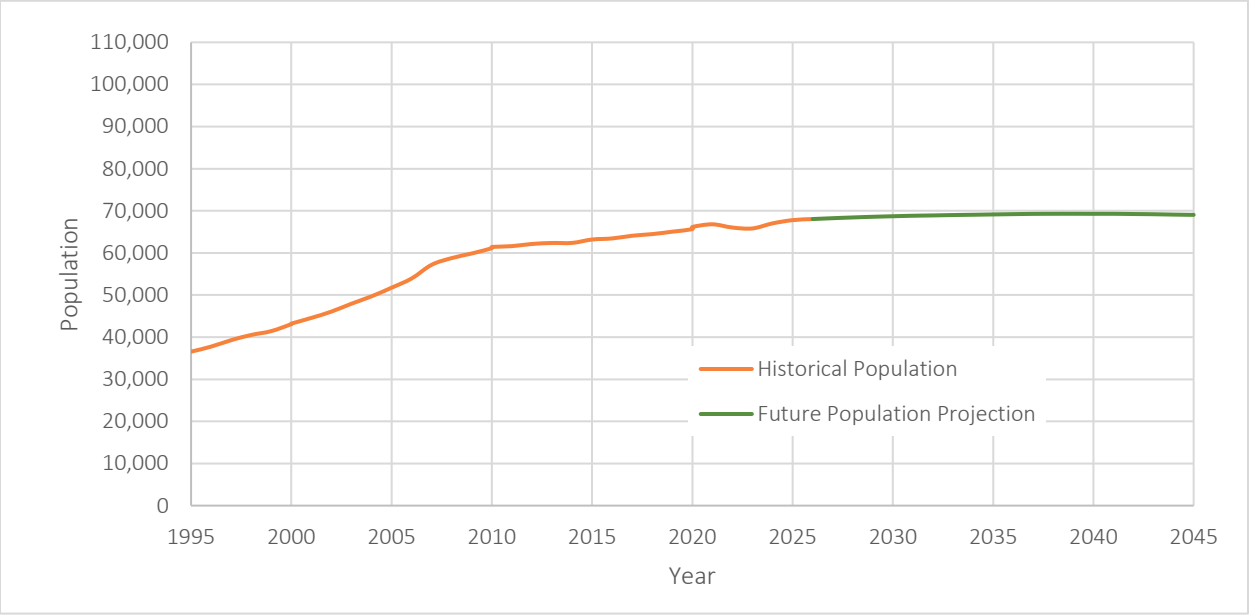
Section 5 – SBx7-7 Baselines, 2020 Targets, and 2025 Reporting; Section 6 – Normal-Year Water Supply Characterization; Section 7 – Water Supply Reliability and Drought Risk Assessment; Section 8 – Water Shortage Contingency Planning; Section 9 – Demand Management Measures; Section 10 – Plan Adoption, Submittal, and Implementation.

SYSTEM DESCRIPTION

The City is the only municipal water purveyor within the City limits and provides service to 67,783 City residents. Figure ES-1 shows the anticipated growth within the service area, including the anticipated growth rate per the DOF projections.

The existing land uses within the City limits include 5,792 acres of residential, 1,444 acres of commercial and office space, 1,006 acres of industrial, 1,208 acres of Open Space and Resource Conservation, and 1,565 acres of Public Facilities.

Figure ES-1. Historic and Projected Population



SYSTEM DEMANDS

The City provides water through five customer classes, including single-family, multi-family, commercial/institutional, industrial, and landscape. The total water delivered in the past twenty years has decreased, while the service population has increased by more than 50 percent, indicating the per capita demands have decreased over the same period, as seen in Table ES-1.

Table ES-1. Historic Water Production

YEAR	ANNUAL POTABLE WATER PRODUCTION			POPULATION	
	TOTAL ANNUAL (AF)	TOTAL ANNUAL (MG) [1]	DAILY AVERAGE (MGD) [2]	POPULATION [3]	PER CAPITA CONSUMPTION (GPCD)
2000	11,834	3,856	10.6	43,089	245
2001	11,210	3,653	10.0	44,565	225
2002	11,868	3,867	10.6	46,066	230
2003	12,473	4,064	11.1	47,939	232
2004	12,886	4,199	11.5	49,691	232
2005	12,818	4,177	11.4	51,735	221
2006	13,299	4,333	11.9	53,928	220
2007	13,725	4,472	12.3	57,181	214
2008	13,763	4,485	12.3	58,767	209
2009	13,114	4,273	11.7	59,868	196
2010	11,742	3,826	10.5	61,416	171
2011	11,395	3,713	10.2	61,574	165
2012	11,742	3,826	10.5	62,096	169
2013	11,327	3,691	10.1	62,330	162
2014	10,635	3,465	9.5	62,342	152
2015	9,313	3,035	8.3	63,147	132
2016	9,203	2,999	8.2	63,407	130
2017	9,088	2,961	8.1	64,052	127
2018	8,393	2,735	7.5	64,436	116
2019	8,361	2,724	7.5	65,008	115
2020	8,754	2,853	7.8	65,526	119
2021	9,274	3,022	8.3	66,529	124
2022	9,396	3,062	8.4	66,749	126
2023	8,772	2,858	7.8	67,130	117
2024	9,348	3,046	8.3	67,479	124
2025	9,000	2,933	8.0	67,783	119

Notes:
[1] Public Water System Statistics and AWWA Water Audits.
[2] MGD = million gallons per day.
[3] California Department of Finance Population Estimate.

The total demands for 2025 and the projected demands for the next twenty years can be seen in Table ES-2.

Table ES-2. Current and Projected Water Use

USE TYPE	ADDITIONAL DESCRIPTION	CURRENT WATER USE	PROJECTED WATER USE (AF)			
			2030	2035	2040	2045
Single Family	Includes residential landscaping	4,491	6,712	6,775	6,769	6,744
Multi-Family	Includes residential landscaping	1,200	1,793	1,804	1,808	1,802
Commercial	Includes schools	1,283	2,150	2,164	2,168	2,160
Industrial		167	91	281	281	280
Landscape [1]		479	803	808	810	807
Other (optional)		0	0	0	0	0
Distribution System Water Loss [2]	Accounts for real and apparent losses	1,380	2,313	2,328	2,333	2,324
Total		9,000	13,819	14,139	14,170	14,118

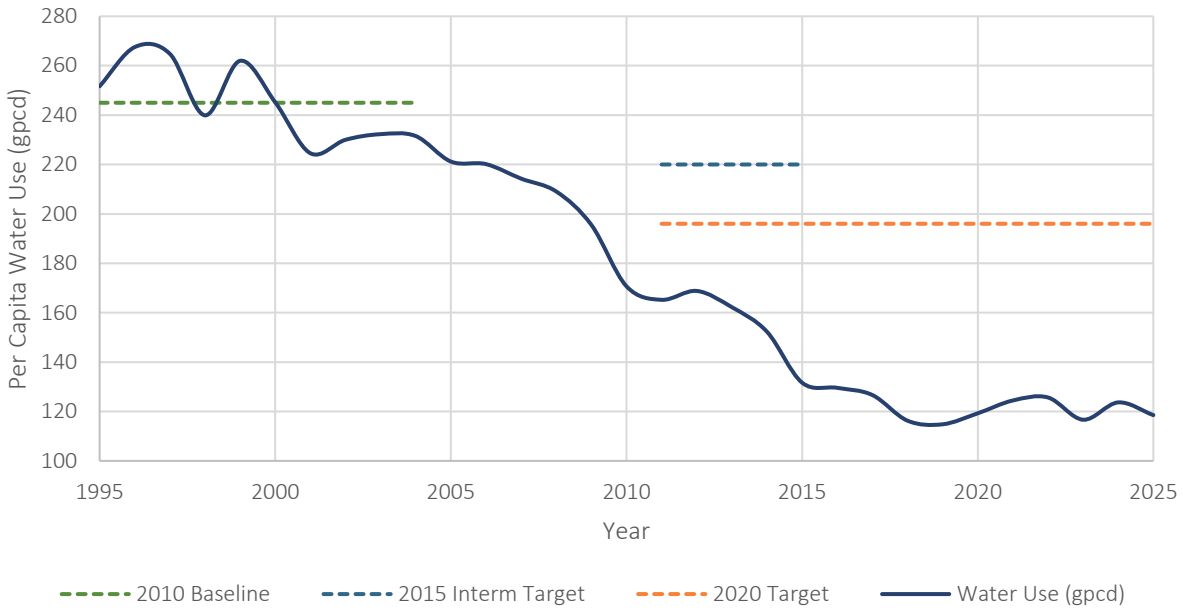
Notes: [1] Recycled water was removed from estimated landscape volume. [2] Water loss is the total water supplied minus authorized consumption.

The projected water use is based on a blend of the Water Use Target established in 2020 of 196 gallons per capita per day (gcpd) and a residential target of 167 for years 2030 and beyond. This reduced target reflects the anticipated indoor residential water use standards discussed in Assembly Bill 1668 and Senate Bill 606.

SBX7-7 BASELINES, TARGETS, AND COMPLIANCE

The City's per capita water use goal was set in the 2015 UWMP as 196 gpcd. As discussed in the 2025 UWMP guidebook, the City does not meet any criteria which would necessitate updating the target; therefore, 196 gpcd remains the water use target. With a water use of 100 gpcd in 2025, the City has met the target and achieved SB X7-7 compliance. As shown in Figure ES-2, the City's per capita water use remains well below the 196 gpcd target.

Figure ES-2. SB X7-7 Compliance



SYSTEM SUPPLIES

Historically, the City's water supply has been 100 percent from groundwater. The City's groundwater supplies are extracted from the Madera Subbasin, an unadjudicated basin underlying the area. While the basin does not have legal limitations on groundwater pumping, the City is a participant in the City of Madera Groundwater Sustainability Agency (CMGSA) and a party to the Madera Subbasin Joint Groundwater Sustainability Plan (MJGSP)[1]. The CMGSA is working cooperatively with the six (6) other GSAs in the Madera Subbasin to manage the groundwater aquifer and reach sustainability by 2040. As part of those efforts, the agencies have agreed to manage groundwater extraction in a way that does not cause undesirable results in the aquifer.

WATER SUPPLY RELIABILITY

A comparison of the of the City's supplies and projected demands is used to evaluate the water supply reliability. The supply shown in the following table is entirely groundwater and does not represent the total supply available in the aquifer but rather the supply utilized by the City to meet its customers' demands.

The City water supply has historically been very consistent, due in large part to the reliability of the groundwater aquifer, and it is anticipated this will continue into the future. However, as SGMA is further implemented, it is possible that there will be further restrictions on groundwater pumping especially in critical dry and multiple dry years.

Table ES-3 provides a comparison for "normal" years when no drought conditions are present.

[1] The MJGSP was prepared by four (4) of the seven (7) GSAs within the subbasin, including the CMGSA.

Table ES-3. Normal Year Supply and Demand Comparison (DWR Submittal Table 7-2)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Supply totals	13,862	14,139	14,170	14,118
Use totals	13,862	14,139	14,170	14,118
Surplus/(shortfall)	0	0	0	0

The single dry year will be largely unaffected by dry weather conditions, due to the City's reliance on groundwater. This projection does not take into account possible state-wide mandates for conservation beyond that required by SBx7-7, groundwater pumping restrictions that may arise from SGMA, or any possible future adjudication of the basin. Table ES-4 provides a comparison for a "single dry year" when no drought conditions are present.

Table ES-4. Single-Dry Year Supply and Demand Comparison (DWR Submittal Table 7-3)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Supply totals	13,231	13,495	13,524	13,474
Use totals	13,231	13,495	13,524	13,474
Surplus/(shortfall)	0	0	0	0

It is anticipate State-wide conservation mandates would be required during a prolonged drought; however, the magnitude of those mandates is unknown, and supplies would be available from the aquifer to meet the demands, even if demands were reduced based on mandated conservation requirements. Table ES-5 provides a comparison for a "multiple dry year" period when no drought conditions are present.

As the final portion of Section 7, the City prepared a Drought Risk Assessment, evaluating the preparedness of the City to contend with a drought immediately within the next five years. Using the 2012-2016 drought as a model, the supplies were assumed to be reduced and conservation measures implemented to meet the reduction in usable supplies.

Table ES-5. Multiple-Dry Year Supply and Demand Comparison (DWR Submittal Table 7-4)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
First year	Supply totals	13,715	13,989	14,019	13,968
	Use totals	13,715	13,989	14,019	13,968
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Second year	Supply totals	13,231	13,495	13,524	13,474
	Use totals	13,231	13,495	13,524	13,474
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Third year	Supply totals	12,422	12,670	12,698	12,651
	Use totals	12,422	12,670	12,698	12,651
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Fourth year	Supply totals	10,878	11,095	11,119	11,079
	Use totals	10,878	11,095	11,119	11,079
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Fifth year	Supply totals	10,750	10,964	10,988	10,948
	Use totals	10,750	10,964	10,988	10,948
	Surplus/(shortfall)	**0**	**0**	**0**	**0**

As the final portion of Section 7., the City prepared a Drought Risk Assessment, evaluating the preparedness of the City to contend with a drought immediately within the next five years. Using the 2012-2016 drought as a model, the supplies were assumed to be reduced and conservation measures implemented to meet the reduction in usable supplies.

Table ES-6. Five-Year Drought Risk Assessment

YEAR	WITHOUT WSCP ACTIONS			PLANNED WSCP ACTIONS		
	TOTAL WATER USE	TOTAL SUPPLIES	SURPLUS/ SHORTFALL W/O WSCP ACTIONS	SUPPLY AUGMENTATION BENEFIT	USE REDUCTION SAVINGS BENEFIT	REVISED SURPLUS/ SHORTFALL
2026	9,972	9,972	0	0	106	106
2027	10,945	10,945	0	0	499	499
2028	11,917	11,917	0	0	1,238	1,238
2029	12,890	12,890	0	0	2,775	2,775
2030	13,862	13,862	0	0	3,113	3,113

DEMAND MANAGEMENT MEASURES

The final substantive component of the UWMP addresses the City's efforts to implement Demand Management Measures (DMM), including water waste prevention, implementing water metering programs, conservation pricing, public education, assessing and managing system losses, and other measures. The City implements all recommended DMMs and continues to monitor their effectiveness and evaluate introduction of the new measures in the "other" category. Implementation of the DMMs helps the City respond to water conservation needs.

1 INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The California Water Code requires urban water suppliers within the state to prepare and adopt Urban Water Management Plans (UWMPs) for submission to the California Department of Water Resources (DWR). The UWMPs, which must be filed every five years, must satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983 including amendments that have been made to the Act and other applicable regulations. The UWMPA requires urban water suppliers servicing 3,000 or more connections or supplying more than 3,000 acre-feet (AF) of water annually, to prepare an UWMP.

The purpose of the UWMP is to maintain efficient use of urban water supplies, continue to promote conservation programs and policies, ensure that sufficient water supplies are available, for future beneficial use, and provide a mechanism for response during water drought conditions. This report, which was prepared in compliance with the California Water Code, and as set forth in the 2025 Urban Water Management Plan Guidebook for Urban Water Suppliers (Department of Water Resources, 2026) established by the DWR (UWMP Guidebook), constitutes the City of Madera's (City) 2025 UWMP.

1.2 PREVIOUS URBAN WATER MANAGEMENT PLAN

The City previously prepared and UWMP in 2020, which was approved and adopted by the City Council on September 21, 2022. Following adoption, the 2020 UWMP was submitted to and approved by DWR.

This 2025 UWMP serves as an update to the 2020 UWMP and complies with all new UWMP requirements and regulations.

1.3 URBAN WATER MANAGEMENT PLANNING AND THE CALIFORNIA WATER CODE

This section summarizes the California Water Code (CWC) sections that are applicable to UWMPs.

1.3.1 URBAN WATER MANAGEMENT PLANNING ACT OF 1983

In 1983, State Assembly Bill 797 modified the California Water Code Division 6, by creating the Urban Water Management Planning Act (UWMPA). Several amendments to the original UWMPA, which were introduced in 1983, have increased the data requirements and planning elements to be included in UWMPs.

Initial amendments to the UWMPA required that total projected water use be compared to water supply sources over the next 20 years, in 5-year increments. Recent DWR guidelines also suggest projecting through a 25-year planning horizon to maintain a 20-year timeframe until the next UWMP update has been completed. This is merely a guideline and not a requirement of the UWMPA. Therefore, the use of a 25-year planning horizon as opposed to a 20-year planning horizon is left up to the discretion of the agency. The City has opted to use a 20-year planning horizon for the purposes of this UWMP.

Other amendments require that UWMPs include provisions for recycled water us, demand management measures, and a water shortage contingency plan, The UWMPA requires inclusion of a water shortage contingency plan, which meets the specifications set forth therein. Recycled was added into the reporting requirements for water usage and figure prominently in the requirements for evaluation of alternative water supplies when future projections predict the need for additional water supplies. Each urban water

purveyor must coordinate the preparation of the water shortage contingency plan with other urban water purveyors in the area, to the extent practicable. Each water supplier must also describe their water demand management measures that are being implemented or scheduled for implementation.

In addition to the UWMPA and its amendments, there are several other regulations that are related to the content of the UWMP. In summary, the key relevant regulations are:

- Assembly Bill (AB) 1668 (Friedman, 2018) and Senate Bill (SB) 606 (Hertzberg, 2018): These two bills amended existing law to provide expanded and new authorities and requirements to enable permanent changes and actions for those purposes, improving the state's water future for generations to come, SB 606 and AB 1668 provides complementary authorities and requirements that affect water conservation and drought planning for urban water suppliers, agricultural water suppliers, and small water suppliers and rural communities.
- AB 1465 (Hill, 2009): Requires water suppliers to describe opportunities related to recycled water use and stormwater recapture to offset potable water use.
- AB 1420 (Laird, 2007): Requires implementation of demand management measures (DMMs)/best management practices (BMPs) and meeting the 20x2020 targets to qualify for water management grants or loans.
- SB 1087 (Florez, 2005): Requires water suppliers to report single-family residential (SFR) and multifamily residential (MFR) projected water use for lower income areas separately.
- Amendment SB 318 (Alpert, 2004): Requires the UWMP to describe the opportunities for development of desalinated water, including but not limited to, ocean water, brackish water, and groundwater, as long-term supply.
- AB 105 (Wiggins, 2004): Requires urban water suppliers to submit their UWMPs to the California State Library.
- Amendments 610 (Costa, 2001), and AB 901 (Daucher, 2001): Effective beginning January 1, 2002, require counties and cities to consider information relating to the availability of water to supply new large developments by mandating the preparation of further water supply planning (Daucher) and Water Supply Assessments (Costa).

1.3.2 WATER CONSERVATION ACT OF 2009 (SBX7-7)

This bill requires the State to achieve a 20-percent reduction in per capita water use by 2020 (State of California, 2010). Retail water suppliers are required to comply with the water conservation requirements in SBx7-7 in order to be eligible for State water grants or loans. Each retail water agency shall establish water use targets and track progress towards decreasing daily per capita water use.

1.3.3 APPLICABLE CHANGES TO THE WATER CODE SINCE 2020 UWMP

The applicable changes to the CWC since the completion of the City's 2020 UWMP are summarized in Table 1-1 below.

Table 1-1. Applicable Changes to the Water Code Since 2020

TOPIC	CWC SECTION	SUMMARY
General State Powers over Water	110	Discusses water use for irrigation of nonfunctional turf. Legislature has directed all appropriate state agencies to encourage and support the elimination of irrigation of nonfunctional turf with potable water.
Conservation, Development, and Utilization of State Water Resources (Definitions)	10608.12	Defines terms used within the Health and Safety Code. Definitions remain the same, but subheadings have been updated.
Nonfunctional Turf	10608.14	Prohibits use of potable water for the irrigation of nonfunctional turf on commercial, industrial, and institutional properties other than a cemetery and properties of homeowner associations, common interest developments, and community service organization or similar entities. Exceptions are listed.
Urban Water Use Objectives and Water Use Reporting	10609.4	Updates the standard indoor residential water use objectives through the year 2030. Impacts of these standards will be evaluated in regards to water, wastewater, and recycled water systems. Long term effects of telework will be evaluated.

1.4 WATER MANAGEMENT PLANNING EFFORTS

The City is committed to providing a reliable and high-quality water supply to its customers. In order to ensure that the City will be able to continue to reliably serve the residents of Madera in the future, the City has conducted/participated in several important planning efforts that relate to water supply planning and are related to the UWMP. Some of the most critical water planning efforts are summarized below:

- City of Madera General Plan: The City prepared and updated their General Plan in 2009 which served as a roadmap for improving the City by the year 2025 (Madera, County of & PMC, 2009). This plan focuses on different elements of land use, circulation, housing, conservation, open space, noise, and safety. One of the goals identified in this report was to ensure continued water supply to meet City water demands through innovative reclamation, conservation, and education on water use.
- Water Master Plan Update: In 2014, Akel Engineering prepared the City of Madera Water System Master Plan (WSMP) (Akel Engineering Group, Inc., 2014, September). The Master Plan included the following discussions:
  - Summary of the City's existing domestic water system facilities
  - Documentation of planning growth assumptions and known future developments
  - Projections of future domestic water demands
  - Evaluation of the domestic water facilities needed to meet existing and projected demand requirements and fire flows
  - Evaluation of the existing groundwater conditions
  - Recommendations of a Capital Improvement Program (CIP) including an opinion of probable cost

The 2014 WSMP used a different methodology for estimating current and future per capita demands than the 2010 UWMP and stated that demand estimates superseded those in the 2010 UWMP. This report uses data from the 2014 WSMP, as well as recent data from the City and California Department of Finance. As a result, the per capita demand analysis in the UWMP supersedes the analysis in the WSMP.

The WSMP includes a proposed $148 million CIP through the year 2050. The CIP is mentioned in this UWMP and will be the blueprint for future water system improvements in the City of Madera. The WSMP estimated future population growth of 3.5% annually, but this estimate has been revised down herein. California Department of Finance projects that the City will average near flat (approximately 0.1%) population growth through 2045, therefore the proposed CIP may be implemented at a slower pace than presented in the CIP.

The WSMP and UWMP overlap in several areas, and some of the information in this UWMP was obtained from the WSMP.

- Regional Water Management Plan: The City of Madera is a member of the Madera Regional Water Management Group (RWMG). An updated Integrated Regional Water Management Plan (IRWMP) was prepared in 2019 by the RWMG (Quad Knopf, Inc., 2019). The plan identifies priority water resources projects and programs.
- Groundwater Sustainability Plan: The City of Madera Groundwater Sustainability Agency (CMGSA), along with three other Groundwater Sustainability Agencies (GSAs), prepared the Madera Subbasin Joint Groundwater Sustainability Plan (MJGSP). The MJGSP was prepared in response to the Sustainable Groundwater Management Act of 2014 (SGMA), which is codified in California Water Code Section 10720 et seq. The legislation created a statutory framework for groundwater management in California that can be sustained during the planning and implementation horizon without causing undesirable results. SGMA requires governments and water agencies of critically over drafted basins to reach sustainability 2040.

1.5 UWMP ORGANIZATION

This report is organized according to the recommended format provided in the DWR's 2025 UWMP Guidebook. The UWMP contains ten sections, followed by appendices that provide supporting documentation for the information presented in the report. The sections are outlined below:

- Lay Description/Executive Summary: This section includes a lay description of the fundamental determinations of the UWMP regarding water service reliability, challenges ahead, and managing reliability risks.
- Section 1 – Introduction and System Overview: This section provides background information for the 2025 UWMP and explains why the plan is needed.
- Section 2 – Plan Preparation: This section provides background information in the development of the UWMP and efforts in coordination and outreach.
- Section 3 – System Description: This section describes the service are, population, and climate affecting the supplier's water management planning. This section also presents an overview of the City's water distribution system.
- Section 4 – Water Use Characterization: This section describes and quantifies the current and projected water uses within the City's service area. This section will also address climate change as it relates to system water use.

- Section 5 – SBx7-7 Baselines, 2020 Targets, and 2025 Reporting: This section describes the methods for calculating baseline and target consumption. It also includes a description of the City's efforts to meet the 2025 water use target.
- Section 6 – System Supplies: This section describes the current and projected sources of water available to the City. A description of the potential recycled water use, supply availability and associated energy use is also included in this section. This section also addresses climate change as it relates to system supplies.
- Section 7 – Normal-Year Water Supply Characterization: This section describes and quantifies the current and projected potable and non-potable water supplies. This section also includes a description of planned sources of supplies, and the supply's management in correlation with other identified supplies.
- Section 8 – Water Shortage Contingency Planning: This section references the City's staged plan for dealing with water shortages, including a catastrophic supply interruption.
- Section 9 – Demand Management Measures: This section describes the City's efforts to promote conservation, reduce water demand, and describes the City's demand management measures.
- Section 10 – Plan Adoption, Submittal, and Implementation: This section describes the steps taken to adopt and submit the City's UWMP and make it publicly available. This section will also describe the City's plan to implement the UWMP.

2 PLAN PREPARATION

This section presents information on the development of 2025 UWMP and efforts in coordination and outreach.

2.1 BASIS FOR PREPARING A PLAN

Legal Requirements:

CWC §10617 *"Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.*

CWC §10608.12(t) *"Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.*

CWC §10608.12(w) *"Urban wholesale water supplier" means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.*

CWC §10620(b) *Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.*

CWC §10620(d) *An urban water supplier may satisfy the requirements of this part by participation in area wide, regional, watershed, or basin wide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation, efficient water use, and improved local drought resilience*

CWC §10621(a) *Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.*

CWC §10644(a)(2) *The plan, or amendments to the plan, submitted to the department … shall include any standardized forms, tables, or displays specified by the department.*

California Health and Safety Code §116275(h) *"Public Water System" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year.*

The CWC defines an urban water supplier as "a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes". Table 2-1 documents the number of municipal connections and the volume of water supplied in 2025. The City is considered an urban retail water supplier.

Table 2-1. Public Water System (Submittal Table 2-1)

PUBLIC WATER SYSTEM NUMBER	PUBLIC WATER SYSTEM NAME	NUMBER OF MUNICIPAL CONNECTIONS 2025	VOLUME OF WATER SUPPLIED 2025 (AF)
CA2010002	Madera, City of	15,211	9,000

Notes:
Municipal connections include all connections, metered or unmetered, including construction, recycled, and emergency water service connections.
Volume of Water Supplied includes all water into the system, without correction for losses.

2.1.1 SUPPLIERS WITH BOTH WHOLESALE AND RETAIL SALES

The City only provides water for retail sales.

2.1.2 PUBLIC WATER SYSTEMS

Legal Requirements:

> ***CWC §116275(h)*** *"Public Water System" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year."*

The City provides water for retail use and is considered a public water system. The City serves a single public water system.

2.2 INDIVIDUAL PLANNING AND COMPLIANCE

Legal Requirements:

> ***CWC §10620(d)(1)*** *An urban water supplier may satisfy the requirements of this part by participation in area wide, regional, watershed, or basin wide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation, efficient water use, and improved local drought resilience.*

Water agencies are given the option to develop UWMPs individually or collectively as a regional group. While efforts to prepare the UWMP were coordinated with appropriate agencies, this UWMP was developed for the City service area only, and the City is not participating in a Regional UWMP (RUWMP) as shown in Table 2-2.

Table 2-2. Plan Identification (DWR Submittal Table 2-2)

SELECT ONE	TYPE OF PLAN	NAME OF REGIONAL ALLIANCE OF RUWMP
☒	Individual UWMP	
	☐ If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	N/A
☐	Regional Urban Water Management Plan (RUWMP)	
	☐ If Supplier selected RUWMP, select name from the drop-down.	N/A

2.3 FISCAL OR CALENDAR YEAR AND UNITS OF MEASURE

Legal Requirements:

> ***CWC §10608.20(a)(1)*** *Urban retail water suppliers … may determine the targets on a fiscal year or calendar year basis.*

The City is reporting on a calendar year basis and therefore the 2025 data includes months of January to December 2025. Additionally, the data presented in this UWMP is presented in the units of acre-feet (AF). Table 2-3. indicted the City's type of reporting year, and the units of measure for reporting water volumes throughout the 2025 UWMP.

Table 2-3. Supplier Identification (DWR Submittal Table 2-3)

TYPE OF SUPPLIER (SELECT ONE OR BOTH)	
☐	Supplier is a wholesale supplier
☒	Supplier is a retail supplier
FISCAL OR CALENDAR YEAR (SELECT ONE)	
☒	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
UNITS OF MEASURE USED IN UWMP	
Unit	AF

2.4 COORDINATION AND OUTREACH

Legal Requirements:

CWC §10631(h) *An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various wateryear types in accordance with subdivision.*

CWC §10631(f)*. - An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).*

The UMWPA requires that the UWMP identify the water agency's coordination with appropriate nearby agencies.

The City's 2025 UWMP is intended to address those aspects of the UWMPA, which are under the control of the City, specifically water supply and water use. While preparing the 2025 UWMP, the City coordinated its efforts with relevant agencies to ensure that the data and issues are presented accurately.

2.4.1 WHOLESALE AND RETAIL COORDINATION

The City does not receive wholesale water, nor does it plan to in the future.

2.4.2 COORDINATION WITH OTHER AGENCIES AND THE COMMUNITY

Legal Requirements:

CWC §10620(d)(3) **-** *Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.*

CWC §10642*. - Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan and the water shortage contingency plan…*

The City solicited participation from other agencies and organizations for the preparation of the 2025 UWMP. Table 2-4. summarizes how the UWMP preparation was coordinated.

Table 2-4. Coordination with Appropriate Agencies

COORDINATING AGENCIES	COORDINATING AGENCIES	PARTICIPATED IN DEVELOPING THE PLAN	SENT A COPY OF THE DRAFT PLAN	COMMENTED ON THE DRAFT
County of Madera	☒	☐	☒	☐
Madera Irrigation District	☒	☐	☒	☐
City of Chowchilla	☒	☐	☒	☐
City of Madera Groundwater Sustainability Agency	☒	☐	☒	☐

2.4.3 NOTICE TO CITIES AND COUNTIES

Legal Requirements:

CWC §10621(b) - *Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.*

The City provided formal written notification to the County of Madera, Madera Irrigation District (MID), City of Chowchilla, and City of Madera Groundwater Sustainability Association (CMGSA) that the City's UWMP was being updated. In accordance with the UWMPA, this notification was provided at least 60 days prior to the public hearing of the plan. Electronic copies of the final UWMP will be provided to these agencies no later than 30 days after its submission to the DWR, Appendix A. contains copies of the outreach documents.

3 SYSTEM DESCRIPTION

Legal Requirements:

CWC § 10631(a) *[A plan shall be adopted in accordance with this chapter that shall do all of the following:] Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.*

The UWMPA requires that the UWMP include a description of the water purveyor's service area and various aspects of the area served including climate, population, and other demographic factors.

3.1 GENERAL DESCRIPTION

The City of Madera (City), incorporated in 1907, is located along Highway 99 near the middle of the San Joaquin Valley in Central California. The City covers 23.4 square miles or about 14,993 acres, as shown in Figure 3-1

The City of Madera is the largest city in Madera County and serves as the County seat. The City was laid out in 1876 at the end if a lumber flume, which delivered timber from the Sierra Nevada Mountains to sawmills near the railroads. The City utilizes a council and Administrator form if government. Six City Council members and a separately elected Mayor address the legislative needs of the City. The City Administrator is appointed by the City Council to administer the overall city organization. Madera is a full-service city, operating its own water and wastewater systems, and hosts a full range of community-based programs and services. Strategic planning in the City is driven by Vision Madera 2025, a community-based visioning program completed in 2006, and by the City's Comprehensive General Plan.

The City lies within the San Joaquin Valley and consists of mostly flat topography. The foothills of the Sierra Nevada Mountains begin about 15 miles east of the City. The foothills of the Coastal Mountain Range are about 45 miles west of the City. As shown in Figure 3-1., the Fresno River flows through the City from the east. The river is dry for much of the year since the flow is dependent on water releases from upstream water impoundments.

3.2 SERVICE AREA BOUNDARY

The City provides water supply to all users within the City limits, as shown on Figure 3-2 . Three unincorporated areas are found to the north, south, and east of the City, respectively, including Madera Acres, Parkwood, and Parksdale. None of these areas receive City water; however, portions of Parkwood are on the City sewer system.

The island of the City of Madera property west of the main portion of the City and outside of the City's sphere of influence, as shown on Figure 3-2., is the City's wastewater treatment facility.

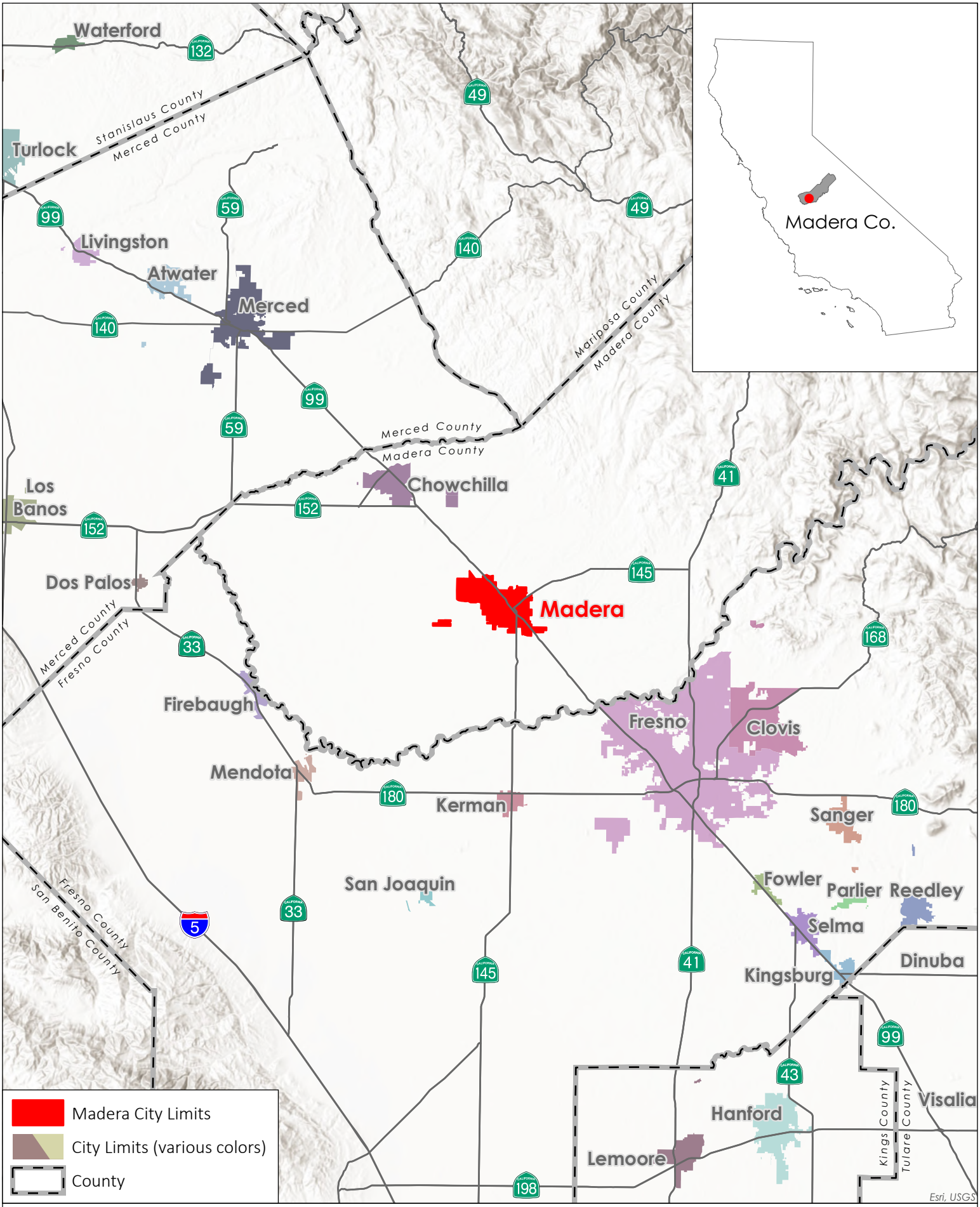


Figure 3-1: Regional Location Map

City of Madera - 2025 Urban Water Management Plan

PROVOST& PRITCHARD

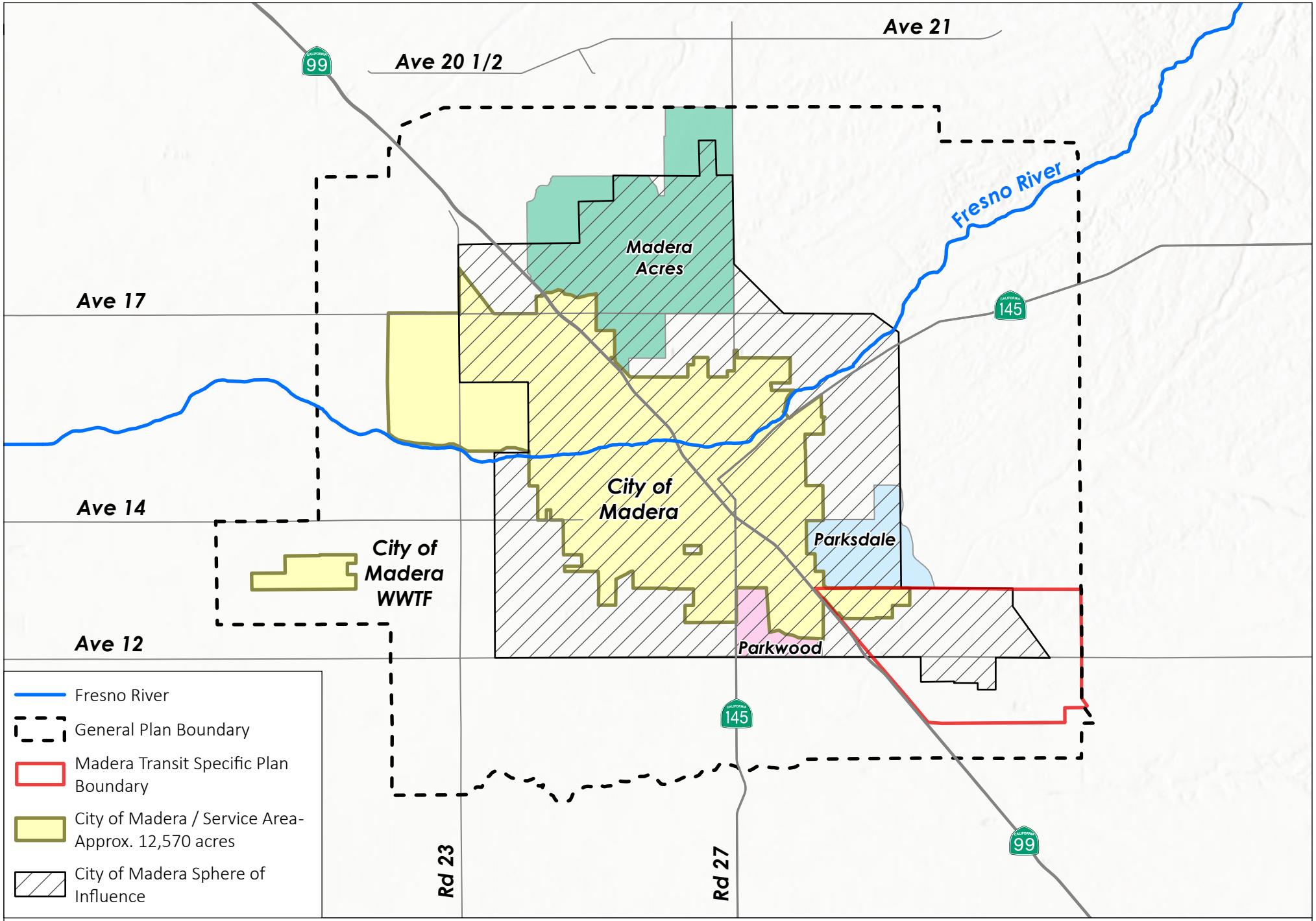


Figure 3-2: Service Area Map

City of Madera - 2025 Urban Water Management Plan

PROVOST& PRITCHARD

11/5/2026 G:\Madera City of-1021\102126001 - 2025 UWMP\400 GIS\Map\CityOfMadera_2025_UWMP\CityOfMadera_2025_UWMP.aprx

3.3 SERVICE AREA CLIMATE

Legal Requirements:

CWC § 10631(a) *[A plan shall be adopted in accordance with this chapter that shall do all of the following:] Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.*

CWC § 10630 -*It is the intention of the Legislature, in enacting this part, to permit levels of water management planning … while accounting for impacts from climate change.*

The climate in the City can be classified as a Mediterranean-type climate. Summers are hot and dry, and winters are cool with an average precipitation of about 11.54 inches. The area is subject to significant variations in annual precipitation. Most of the annual precipitation occurs during the period from November through April. Table 3-1. summarizes monthly average evapotranspiration (ETo) rates, precipitation, and temperature. The total average monthly precipitation and average minimum and maximum monthly temperatures are also shown on Figure 3-3.

The average annual temperature is 63 degrees Fahrenheit (°F), although it is not unusual for summer readings to reach well over 100 °F. According to the California Irrigation Management Information System (CIMIS), the monthly average mean temperature in July 81 °F, with an average maximum of 96 °F and an average minimum of 64 °F.

3.3.1 CLIMATE CHANGE

DWR guidelines require urban water suppliers to consider the potential effects related to climate changes as in the UWMP as it relates to water demands, water supply, and water reliability. These topics are addresses in Sections 4, 6, and 7 of the UWMP, respectively.

California has a Mediterranean climate, which is not expected to change with Climate change projections in the future. The climate consists of cool, wet winters and hot, dry summers typically.

According to climate scientists, increases in global greenhouse gas levels are changing climate patterns around the world and, it is speculated, may begin to change at an accelerated pace from what has occurred in the past. An accelerated rate of change could potentially result in impacts to the local climate of the City in the form of higher temperatures, increased droughts and floods, decreased snowpack amounts, and durations and other extreme variations in weather patterns.

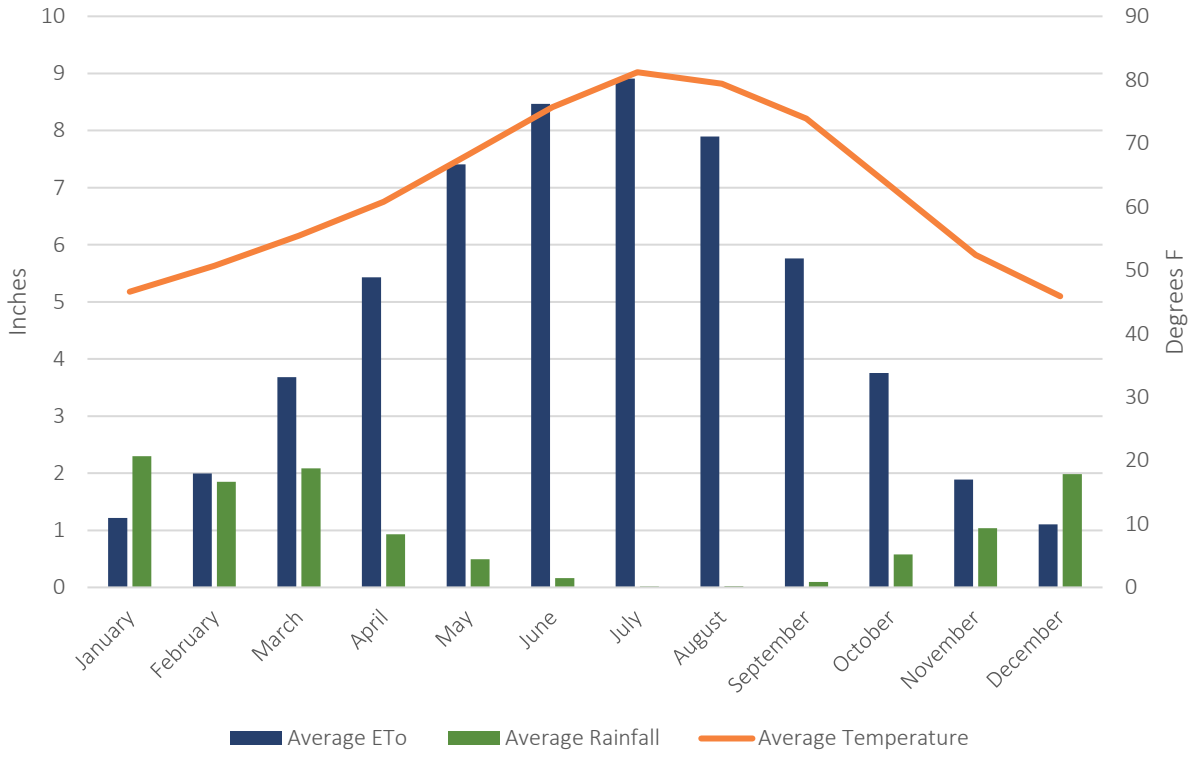
In the past, the amount of rainfall has been consistent, with periods of drought and periods of excess precipitation spaced relatively far apart. With climate change, the rainfall levels could begin to vary more from year to year, incurring droughts followed by excesses will less time between them. Typically, climate change predicts a decrease in average rainfall for the area, while temperatures are expected to increase. However, increased temperatures could intensify the El Nino Southern Oscillation (ENSO) cycle, possibly resulting in very abundant precipitation in wet years and drought level in dry years.

Table 3-1. Climate Statistics

MONTH	AVERAGE ETO (inches)	AVERAGE RAINFALL (inches)	TEMPERATURE (degrees F)		
			AVERAGE MINIMUM	AVERAGE MAXIMUM	AVERAGE
January	1.22	2.30	37	58	47
February	2.00	1.85	39	63	51
March	3.68	2.08	43	68	55
April	5.43	0.93	47	74	61
May	7.41	0.49	53	82	68
June	8.47	0.16	59	90	76
July	8.91	0.01	64	96	81
August	7.89	0.02	63	95	79
September	5.76	0.10	58	90	74
October	3.75	0.58	49	80	63
November	1.89	1.03	41	67	52
December	1.10	1.98	37	57	46
Total/Average	**57.52**	**11.54**	**49**	**77**	**63**

Notes: (CIMIS 2026); Fresno State - San Joaquin Valley Station 80 - Oct 1988-Jan 2026.

Figure 3-3. Climograph



3.4 SERVICE AREA POPULATION AND DEMOGRAPHICS

3.4.1 SERVICE AREA POPULATION

Legal Requirements:

CWC § 10631(a) *[A plan shall be adopted in accordance with this chapter that shall do all of the following:] Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.*

Population data for the City of Madera was obtained from the California Department of Finance (DOF) (California Department of Finance, 2026), which reports census data in years it is collected, as well as population estimates in years between censuses. DOF population estimates were also used in the 2010, 2015, and 2020 UWMPs. DOF population estimates from 2010 to 2020 have been revised since the 2020 UWMP, so revised numbers are presented in this UWMP. Table summarizes actual population growth for several periods as well as assumed growth rates from several reports.

Table 3-2. Population – Current and Projected (Submittal Table 3-1)

POPULATION SERVED [1]	2025	2030	2035	2040	2045
	67,783	68,702	69,136	69,284	69,031

NOTES: [1] Population Served is defined as the population served by the distribution system. Population projections provided by Department of Finance population tool.

3.4.2 OTHER SOCIAL, ECONOMIC, AND DEMOGRAPHIC FACTORS

Legal Requirements:

CWC § 10631(a) *[A plan shall be adopted in accordance with this chapter that shall do all of the following:] Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.*

The City has a diverse ethnic population, with Hispanic or Latino residents making up 83 percent, followed by White residents at 12 percent, Black residents at 2.5 percent, and American Indian and Alaska Native residents at less than 1 percent per 2024 American Community Survey data.

3.5 LAND USES WITHIN SERVICE AREA

Legal Requirements:

CWC § 10631(a) *[A plan shall be adopted in accordance with this chapter that shall do all of the following:] Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.*

Land Use in the City in 2025 is shown in Table 3-3. Land Uses. below.

Table 3-3. Land Uses

LAND USE CATEGORY	CITY LIMIT ACREAGES	PERCENT OF TOTAL
Commercial	1,309	8.7%
Industrial	1,006	6.7%
Very Low-Density Residential	56	0.4%
Low-Density Residential	4,482	29.9%
Medium-Density Residential	889	5.9%
High-Density Residential	365	2.4%
Neighborhood Mixed Use	5	0.0%
Village Reserve	1,572	10.5%
Office	135	0.9%
Public and Semi-Public	1,565	10.4%
Open Space	769	5.1%
Resource Conservation	438	2.9%
Freeway 99 R/W & Undesignated	2,401	16.0%
Total	**14,993**	**100%**

Source: City of Madera, Department of Community Development and Madera Local Agency Formation Commission.

4 WATER USE CHARACTERIZATION

This section describes and quantifies the current and projected water uses within the City's service area. This section will also address climate change as it relates to system water use.

4.1 NON-POTABLE VERSUS POTABLE USE

This section addresses demands that are met by non-potable and potable water sources. Recycled water is not available to the City. Recycled water and the potential for future use of recycled water is further described in Section 6.

4.2 PAST, CURRENT, AND PROJECTED WATER USE BY SECTOR

Legal Requirements:

CWC § 10635(a) - *Every urban water Supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.*

CWC § 10631(d)

(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following…

(2). The water use projections shall be in the same five-year increments described in subdivision (a).

(4)(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following: (i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections. (ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

The UWMPA requires that the UWMP identify the quantity of water supplied to the City's customers including a breakdown by user classification.

The City utilizes several water use sectors identified in the CWC and tracks water use within those sectors separately. Historic and projected water uses are presented in those sectors.

4.2.1 WATER USE SECTORS LISTED IN WATER CODE

Legal Requirements:

CWC § 10631(d)

(1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors, including, but not necessarily limited to, all of the following uses:

(A) Single-family residential.

(B) Multifamily.

(C) Commercial.

(D) Industrial.

(E) Institutional and governmental.

(F) Landscape.

(G) Sales to other agencies.

(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.

(I) Agricultural.

(J) Distribution system water loss.

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

The City's water customers are divided into six categories that include single-family and multifamily residential, commercial/institutional, industrial, landscape irrigation, and other. Since the 2020 UWMP the number of new water customers has remained relatively flat but has shown on average an increase of approximately 0.7 percent annually. Much of the usage is attributed to single family residents, which currently accounts for about 59 percent of the City's total potable water demand. The City also tracks distribution systems losses via the water auditing process annually.

4.2.2 PAST WATER USE

Legal Requirements:

CWC § 10631(d) - *(1) For an urban retail water supplier, quantify, to the extent records are available, past… water use… based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors…*

The City maintains records of past water use, as shown in Table 4-1. Past Water Production (2000-2025) below. Per capita water consumption in 2019 was at a historic low of 115 gallons per capita per day (gpcd). More recently, the City's per capita water usage has been relatively steady with a per capita water use of 119 gallons per capita per day (gpcd) in 2025. This decrease in demand over the past 25 years can be attributed to statewide and local conservation measures enacted because of the state mandates due to extreme drought conditions within California and through legislative/building code modifications. Table 4-1 shows the historical water production from 2000 to 2025. Table 4-1 only accounts for total potable water.

Table 4-1. Past Water Production (2000-2025)

YEAR	ANNUAL POTABLE WATER PRODUCTION			POPULATION	
	TOTAL ANNUAL (AF)	TOTAL ANNUAL (MG) [1]	DAILY AVERAGE (MGD) [2]	POPULATION [3]	PER CAPITA CONSUMPTION (GPCD)
2000	11,834	3,856	10.6	43,089	245
2001	11,210	3,653	10.0	44,565	225
2002	11,868	3,867	10.6	46,066	230
2003	12,473	4,064	11.1	47,939	232
2004	12,886	4,199	11.5	49,691	232
2005	12,818	4,177	11.4	51,735	221
2006	13,299	4,333	11.9	53,928	220
2007	13,725	4,472	12.3	57,181	214
2008	13,763	4,485	12.3	58,767	209
2009	13,114	4,273	11.7	59,868	196
2010	11,742	3,826	10.5	61,416	171
2011	11,395	3,713	10.2	61,574	165
2012	11,742	3,826	10.5	62,096	169
2013	11,327	3,691	10.1	62,330	162
2014	10,635	3,465	9.5	62,342	152
2015	9,313	3,035	8.3	63,147	132
2016	9,203	2,999	8.2	63,407	130
2017	9,088	2,961	8.1	64,052	127
2018	8,393	2,735	7.5	64,436	116
2019	8,361	2,724	7.5	65,008	115
2020	8,754	2,853	7.8	65,526	119
2021	9,274	3,022	8.3	66,529	124
2022	9,396	3,062	8.4	66,749	126
2023	8,772	2,858	7.8	67,130	117
2024	9,348	3,046	8.3	67,479	124
2025	9,000	2,933	8.0	67,783	119

Notes:
[1] Public Water System Statistics and AWWA Water Audits.
[2] MGD = million gallons per day.
[3] California Department of Finance Population Estimate.

4.2.3 CURRENT WATER USE

Legal Requirements:

CWC § 10631(d) - *(1) For an urban retail water supplier, quantify, to the extent records are available, past… water use… based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors…*

Table 4-2. summarizes the City's current water use by customer class type. Losses shown below are estimated using the average loss percentage from the most recent two years of water loss audits.

Table 4-2. Demands for Potable and Non-Potable Water – Actual (Submittal Table 4-1)

USE TYPE	ADDITIONAL DESCRIPTION	POTABLE OR NON-POTABLE	VOLUME (AF)
Single Family	Includes residential landscaping	Potable	4,491
Multi-Family	Includes residential landscaping	Potable	1,200
Commercial	Institutional also includes schools	Potable	1,283
Industrial		Potable	167
Landscape		Potable	479
Other (optional)		Potable	0
Losses	Accounts for real and apparent losses	Potable	1,380
		Total	9,000

Notes:
Sourced from DWR Public Water System Statistics and the City of Madera. The 2025 City of Madera Water Loss Audit has not been prepared as of the date of this report. Total loss volume shown is the difference between groundwater production and water deliveries

Figure 4-1 provides a graphical representation of the information presented in Table 4-2.. Figure 4-2 shows current water usage for 2025 by month for all water use types.

Figure 4-1. 2025 Water Use by Sector

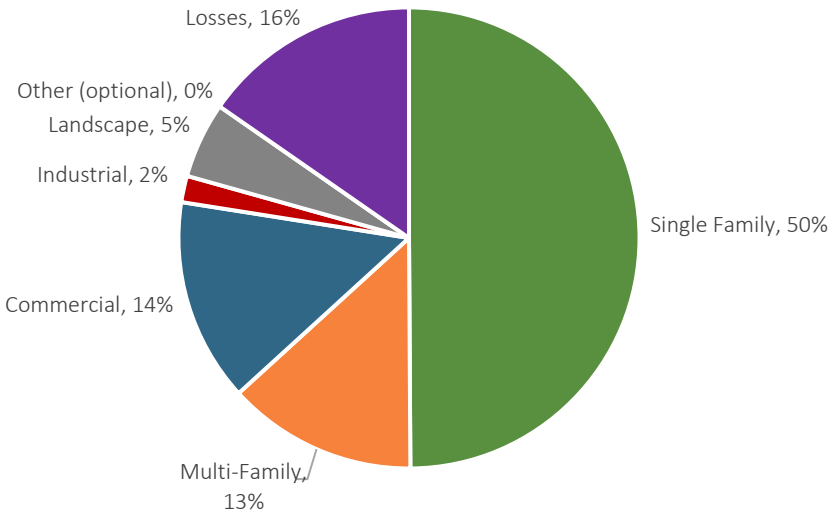
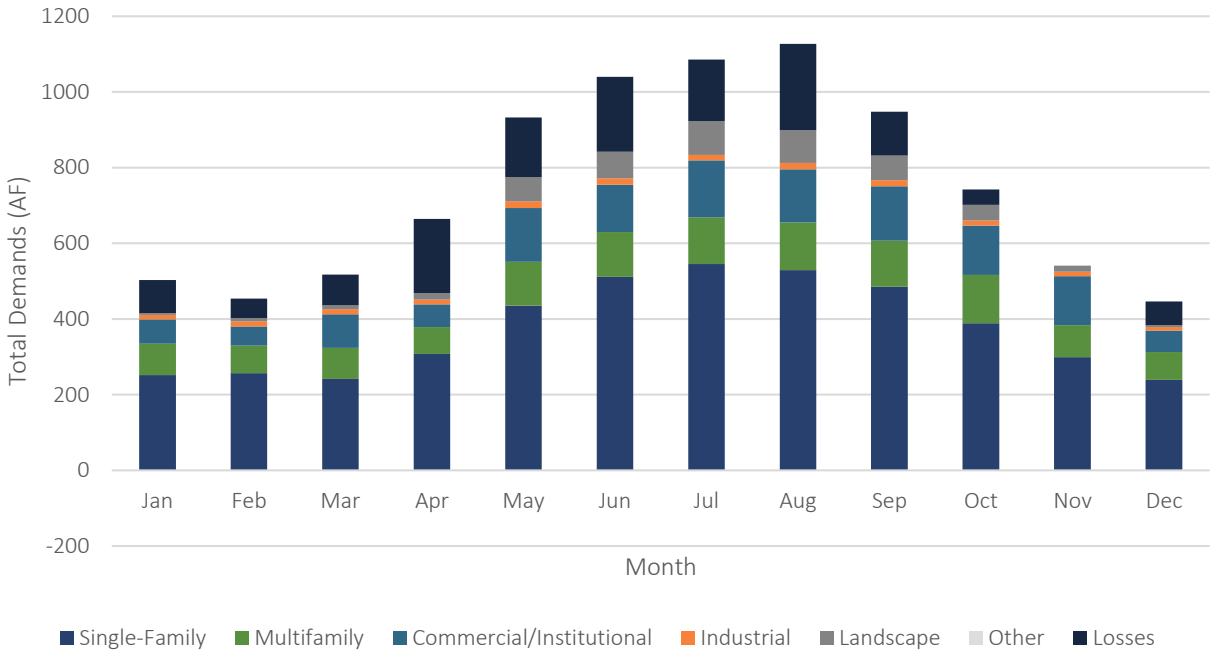


Figure 4-2. 2025 Water Demands by Month



4.2.4 PROJECTED WATER USE

4.2.4.1 GENERAL GUIDANCE ON PROJECTIONS

Legal Requirements:

CWC §10631(d) – *(1) For an urban retail water supplier, quantify, to the extent records are available, … projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors…*

CWC §10631(h) - *An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available… If a Retail Supplier receives water from a Wholesale Supplier, the Retail Supplier must provide their projected use of that supply to the Wholesale Supplier. Suppliers will report which wholesale suppliers were informed of their projected use using Submittal Table 2-4 R. Wholesale Only No general guidance applicable to Wholesale Suppliers only.*

CWC §10633 - *The plan shall provide, to the extent available, information on recycled water…and shall include all of the following:*

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision…

CWC §10635 (a) - *Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.*

This section is based on a normal water year and normal water use, without additional restrictions put in place. Section 7 discusses, in detail, water demand and supply characteristics associated with single-dry and multiple-dry years, including a Drought Risk Assessment.

Table 4-3 represents the total sum of projected water demands for potable and raw use within the service area from 2025 to 2045 for normal years. These demands represent the City's total water demand in the future. Section 6 further discusses the current and projected use of recycled water.

Table 4-3. Use for Potable and Non-Potable Water – Projected (Submittal Table 4-2)

USE TYPE	ADDITIONAL DESCRIPTION	PROJECTED WATER USE (AF)			
		2030	2035	2040	2045
Single Family	Includes residential landscaping	6,712	6,775	6,769	6,744
Multi-Family	Includes residential landscaping	1,793	1,804	1,808	1,802
Commercial	Includes schools	2,150	2,164	2,168	2,160
Industrial		91	281	281	280
Landscape [1]		803	808	810	807
Other (optional)		0	0	0	0
Distribution System Water Loss [2]		2,313	2,328	2,333	2,324
Total		**13,862**	**14,139**	**14,170**	**14,118**

Notes:
[1] Recycled water was removed from estimated landscape volume.
[2] Water loss is the total water supplied minus authorized consumption.

4.2.4.2 STANDARDS, CODES, ORDINANCES, AND PLANS

Legal Requirements:

CWC §10631(d)(4)

(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:

(i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.

(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

4.2.4.2.1 WATER USE FOR LOW INCOME HOUSEHOLDS

Legal Requirements:

CWC §10631.1

(a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

California Health and Safety Code 50079.5(a) *- "Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families… In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.*

As described above, the UWMP is required to account for low-income household water demands. Low-income households are defined as families with an income less than 80-percent of the area median income, adjusted for family size.

To calculate low-income water demands, the current and projected water use of single-family and multi-family residential households were used in conjunction with the estimated percent of low-income households planned within the service area, which in this case will include both low- and very low-income households. The Regional Housing Needs Determination, prepared by the Department of Housing and Community Development, for Madera County is 36-percent, when both low and very low-income housing needs are considered[2]. The determination is applicable through January 31, 2032; however, as the planning horizon this UWMP is through 2045, the same percentage has been assumed for all projection years.

To determine water demands for low-income housing, the water demands in Table 4-3 and Table 4-4 for single-family and multi-family units were multiplied by the percentage of low-income households (40.3%). Water demands associated with low-income residential water users through year 2045 are presented in Table 4-4.

Table 4-4. Low-Income Water Demands

LOW INCOME WATER DEMANDS	WATER USE (AF)				
	2025	2030	2035	2040	2045
Single and Multi-Family Residential	2,015	3,011	3,030	3,036	3,025
Total (AF)	**2,015**	**3,011**	**3,030**	**3,036**	**3,025**

As shown in Table 4-5, lower income demand projections presented in Table 4-4 are included in the total water use projections provided in Table 4-3.

Table 4-5. Inclusion of Water Use in Projections (DWR Submittal Table 4-3)

SCENARIO	RESPONSE
Are Future Water Savings Included in Projections?	Yes
If "Yes" to above, state the section or page number where citations of the codes, ordinances, etc. utilized in demand projections are found.	Section 4.3
Are Lower Income Residential Demands Included in Projections?	Yes

4.2.4.2.2 CLIMATE CHANGE RELATED TO SYSTEM DEMANDS

Legal Requirements:

CWC §10630 - *It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.*

CWC §10635(b) - *Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment …(and) shall include each of the following …*

(4) - Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

As climate change becomes more noticeable and quantifiable, the City's response will include reducing demands to match possible reduction of water supplies. The potential impacts of climate change on the City's supply could include such items as more prolonged droughts, shifts in water supply patterns, and potential flooding.

Reduction of the per capita demands in the system can help respond to climate change. Reduced water demands equate to less energy use through reduced groundwater pumping and/or movement of water

[2] https://www.hcd.ca.gov/community-development/housing-element/docs/maderaCTC-rhna-6th.pdf, *accessed June 3, 2026*

supplies through the system. Further, reduction of per capita water demands, at this point of the City's master planning efforts, may be challenging to achieve, as the City has implemented many conservation methodologies (discussed further in Section 9); however, one strategy the City may chose would be to initiate the use of recycled water to use their water supplies more efficiently (this use has not been planned for in this UWMP but may be included in the future.

Additionally, it is anticipated climate change will impact landscape water demands most significantly; however, as the City will maintain the per capita goal, overall water demands are not anticipated to increase. Mitigating possible increased water demands for landscape may require less landscaping, increased use of drought tolerant plantings, or more efficient irrigation strategies. The City employs an approved plants list inclusive of mostly drought tolerant plantings for landscaping on all new construction projects and is considering modification to turf allowances within the City. These measures will help to respond to water demand variations as a result of climate change.

4.2.4.3 CHARACTERISTIC FIVE-YEAR WATER USE

Legal Requirements:

> ***CWC §10635(b)*** *Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following…*
>
> *(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period. [Emphasis added]*
>
> *(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.*

As part of the Drought Risk Assessment prepared in Section 5, the following five-year water use (see Table 4-7), between 2025 and 2030, can be utilized as a representative five-year normal period.

Table 4-6. Five-Year Projected Water Use

YEAR	PROJECTED POTABLE WATER USE (AF)	PROJECTED NON-POTABLE WATER USE (AF)	TOTAL PROJECTED WATER USE (AF)
2026	9,972	0	9,972
2027	10,945	0	10,945
2028	11,917	0	11,917
2029	12,890	0	12,890
2030	13,862	0	13,862

4.3 DISTRIBUTION SYSTEM LOSSES

Legal Requirements:

CWC §10631(d)(3) –

(A) - The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.

(B) - The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.

(C) - In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.

4.3.1 PREVIOUS FIVE YEARS DISTRIBUTION SYSTEM LOSSES

California Senate Bill No. 1420 (SB 1420) requires water utilities that submit UWMPs to conduct annual system water loss audits in accordance with American Water Works Association (AWWA) standards. Agencies are required to submit their audits every five years as part of the UWMP.

AWWA quantifies water loss as the difference between the quantity of water supplied and the quantity of water delivered to authorized customers. Water loss is further defined under two categories, apparent losses, and real losses. Apparent losses are due to unauthorized consumption, inaccurate metering, and systematic data handling errors. These losses can be considered non-physical losses associated with inaccurate recording. Real losses are the physical loss of water due to leaks within the distribution system.

Table 4-7 summarizes the findings of the City's water loss audit for the last five years. The detailed water loss audit reports are available in Appendix B

Table 4-7. Last Five Years of Water Loss Audit Reporting

REPORTING PERIOD START DATES	TOTAL VOLUME OF WATER LOSS (AF)	PERCENT OF TOTAL WATER SUPPLIED (%)	COMPLIES WITH CWC §10608.34
January 2021	520	5.5	Yes
January 2022	523	5.6	Yes
January 2023	895	10.2	Yes
January 2024	1,239	13.3	Yes
January 2025 [1]	1,380	15.3	N/A

Notes:
[1] The 2025 City of Madera Water Loss Audit has not been prepared as of the date of this report. Total loss volume shown is the difference between groundwater production and water deliveries.

4.3.2 PROGRESS TOWARD MEETING THE WATER LOSS PERFORMANCE STANDARD

4.3.2.1 WATER SAVINGS ESTIMATE

Demands in Table 4-4 are based on the 2020 Water Use Target (196 gpcd) for all uses except single-family and multi-family to account for some level of water use reduction for appropriate planning consistent with SB 1157. purpose of this reduction is to address the efficient indoor residential water use standards of 47 gpcd effective in January 2025 and 42 gpcd effective in January 2030. Additional water savings, such as mandated conservation measures, have not been included in the projections to allow the City to plan in a conservative manner.

Water savings from codes, standards, ordinances, or transportation and land use plans are also known as "passive savings". These various factors generally decrease the water use for new and future customers, compared to historical customers. These codes and ordinances may include implementation of the Model Water Efficient Landscape Ordinance (MWELO), the California Energy Commission Title 20 appliances standards for toilets, urinals, faucets, and showerheads, or the CALGreen Building Code.

As shown in Table 4-3, passive savings have not been specifically incorporated in projected water demands. Instead, future water demands are projected based on population and the City's target per capita water use, as documented in Section 5, and discussed above. However, the City does expect that passive savings, such as continued implementation of the City's Water Efficient Landscape Ordinance, Title 20 appliance standards for toilets, urinals, faucets, and showerheads, and CALGreen Building Code requirement, will help the City continue to meet its target per capita water demand in the future.

5 SB X7-7 BASELINES, 2020 TARGETS, AND 2025 REPORTING

Legal Requirements:

CWC § 10608.20

(e) An urban retail water supplier shall include in its urban water management plan. . . due in 2010 the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

This section describes the baseline (base daily per capita) water use, the 2020 and 2025 water use targets, and the 2025 actual water use.

The UWMPA requires that the UWMP identify a baseline water demand, urban water use target, and interim urban water use target for the City.

The base daily per capita use was the first step in determining the City's urban water use target. The historical per capita use set the "baseline" on which the urban water use target to judge compliance with the 2020 use reductions set forth in the Water Conservation Bill of 2009.

There are no statutory requirements that the City continue to meet the 2020 target in 2025 or in future years, however, the City has established an internal goal to track and meet this goal henceforth, the 2025 target discussed in the UWMP matches the same goal for 2020.

5.1 SBX7-7 FORMS AND SUMMARY TABLES

They City will use previously calculated values from the baseline target in 2025 to determine compliance with the SBx7-7. The following subsections present the SBx7-7 verification forms according to the 2020 UWMP Guidebook requirements.

5.1.1 SBX7-7 VERIFICATION FORM

The 2015 UWMP included a complete SBx7-7 Verification Form and is referenced in Appendix C. For this reason, and as recommended in the 2025 UWMP Guidebook, a New Verification Form has not been prepared with the 2025 UWMP.

5.1.2 SBX7-7 2025 COMPLIANCE

The City's 2020 per capita water use goal that was set in the 2015 UWMP is 196 gpcd. The City has met this goal with a water use of 119 in 2025 and achieved SBx7-7 compliance.

5.1.3 DWR SUBMITTAL TABLES

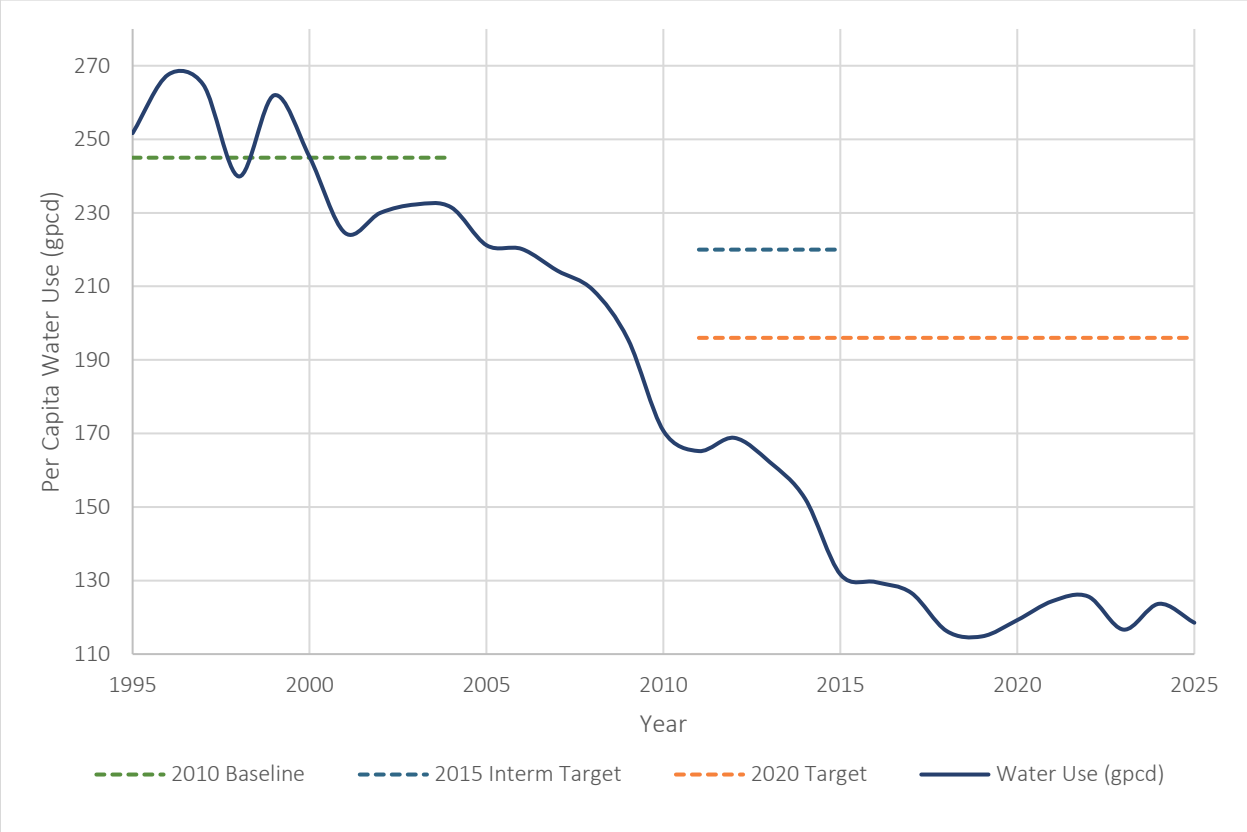
In addition to reporting compliance on the SBx7-7 Compliance Form, the City is also required to report compliance on Table 5-1 shown below.

Table 5-1. Baselines and Targets Summary (Submittal Table 5-1)

BASELINE PERIOD	START YEAR	END YEAR	AVERAGE BASELINE GPCD	CONFIRMED 2020 TARGET
10-15 Year	1995	2004	245	196
5 Year	2003	2007	220	

Figure 5-1. is graphical representation of the City Per Capita Water Use since 2010, when the baselines and targets were initially required. This figure highlights the City's success in consistently decreasing its Per Capita Water Use.

Figure 5-1. Historical Per Capita Water Use



5.2 BASELINE AND TARGET CALCULATIONS FOR 2025 UWMPS

The City revised its calculations in the 2020 UWMP based on the population changes in the area. The 2025 UWMP Guidebook indicates criteria to determine if the Supplier must or may consider recalculation of its baselines and targets.. As indicated below, the City does not meet a criterion to recalculate its baselines and targets and meets the criterion to utilize those calculated on the 2015 UWMP.

Supplier Achieved 2020 Target in 2020

The City achieved the 2020 Target in 2020 and no further entry is required for DWR Submittal Table 5-1.

5.3 URBAN WATER USE OBJECTIVE

Under California's "Making Conservation a California Way of Life" framework, urban retail water suppliers (not individual customers) must meet an Urban Water Use Objective (UWUO) that represents a customized, long-term water budget tailored to local conditions such as population, climate, and landscape area, with compliance beginning in 2027 and reporting starting earlier. Water Suppliers are not required to address these new regulations in 2025 UWMPs, but a brief description is provided below. This regulation will need to be addressed in the 2030 UWMP. The State of California has stated that the new UWUO will likely require greater conservation than the per capita water use goals described above.

The UWUO is calculated as the sum of several required conservation components, including (1) indoor residential water use efficiency based on gallons-per-capita-per-day standards, (2) outdoor residential landscape conservation using climate-based irrigation and landscape efficiency factors, (3) Commercial, Industrial, and institutional (CII) landscape irrigation efficiency – particularly for areas with dedicated irrigation meters, (4) reduction of real water loss through improved system management and leak control, and (5) supplier-level performance measures and adjustments, such as variance for unique land uses and incentives for potable recycled water. Table 5-2 shows the City's UWUO for the 2025-2030 time period.

Table 5-2. Urban Water Use Objective

URBAN WATER USE OBJECTIVE	VOLUME (GALLONS PER YEAR)	VOLUME (AFY)
Residential Indoor Budget (no provisions or variances)	1,239,813,120	3,805
Residential Indoor Variances and Provisions	0	0
Residential Outdoor Budget (no provisions or variances)	1,020,115,347	3,131
Residential Outdoor Variances and Provisions	0	0
CII Landscapes with DIMs Budget (no provisions or variances)	165,786,276	509
CII Landscapes with DIMs Variances and Provisions	0	0
Real Water Loss Budget	339,343,497	1,041
Bonus Incentive for Potable Recycled Water	0	0
Sum of objective components, without inclusion of INI area	**2,765,058,240**	**8,486**
Total Potable Residential Water Use	1,944,724,997	5,968
Total Non-Potable Residential Water Use	0	0
Total Potable Deliveries to CII Landscapes with DIMs	165,786,276	509
Total Non-Potable Deliveries to CII Landscapes with DIMs	0	0
Annual Aggregate Real Water Loss	339,343,497	1,041
Sum total actual water use	**0**	**0**
Residential Outdoor Budget associated with 20% INI	101,454,676	311
INI Included in objective?	No	No
Objective, before being capped by SB X7-7	2,765,058,240	8,486
Excluded demands	430,465,775	1,321
Objective-based total use	**3,195,524,016**	**9,807**
SB X7-7 Annual Volume	4,761,702,400	14,613
Process water excluded from the target	0	0
Recycled water excluded from the target	0	0
Target-based total use	4,761,702,400	14,613
Is target-based total use more efficient than objective-based total use?	No	No
"Capped" Urban Water Use Objective	**2,765,058,240**	**8,486**
Regional Alliance Name, if Applicable	Not Applicable	Not applicable
Regional Target Met	Not Applicable	Not applicable
Final Urban Water Use Objective	**2,765,058,240**	**8,486**

Abbreviations used in this table not previously defined include:
DIMs – Dedicated Irrigation Meters
INI – Irrigable Not Irrigated

6 NORMAL-YEAR WATER SUPPLY CHARACTERIZATION

This section provides a description and quantification of the City's current and projected potable and non-potable water supplies. Also included in this section is the description of planned sources of supplies and each supply's management in correlation with other identified supplies.

6.1 WATER SUPPLY ANALYSIS OVERVIEW

Legal Requirements:

CWC §10631(b) *Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier [in five-year increments to 20 years or as far as data is available] providing supporting and related information, including all of the following:*

(1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.

(3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.

The City is entirely reliant on groundwater sources for their water supply; it is not anticipated this will change in the near future with regards to water supply for potable consumption. The following sections quantify each supply, including future planned supplies over five-year increments through 2040. These supply sources will be quantified for the normal year, single-dry year, and a five-year period of multiple dry years.

The City's groundwater supplies are extracted from the Madera Subbasin, an unadjudicated basin underlying the area. While the basin does not have legal limitations on groundwater pumping, the City is a participant in the City of Madera Groundwater Sustainability Agency (CMGSA) and a party to the Madera Subbasin Joint Groundwater Sustainability Plan (MJGSP)[3]. The CMGSA is working cooperatively with the six (6) other GSAs in the Madera Subbasin to manage the groundwater aquifer and reach sustainability by 2040. As part of those efforts, the agencies have agreed to manage groundwater extraction in a way that does not cause undesirable results in the aquifer.

6.2 WATER SUPPLY CHARACTERIZATION

The following subsections provide water supply availability quantification and narrative required under the CWC.

6.2.1 PURCHASED OR IMPORTED WATER

The City does not currently purchase or import water.

[3] The MJGSP was prepared by four (4) of the seven (7) GSAs within the subbasin, including the CMGSA.

6.2.2 GROUNDWATER

Legal Requirements:

CWC §10631(b)(4) *If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:*

(A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.

(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of

the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).

(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(D) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

6.2.2.1 BASIN DESCRIPTION

The City is located in the San Joaquin River hydrologic region and extracts its groundwater from the Madera Subbasin, one of the nine subbasins in the San Joaquin Valley Groundwater Basin. Figure 6-1. shows the location of the City within the groundwater basin. The total surface area of the subbasin is 394,000 acres, or 614 square miles. The City occupies less than 3 percent of this total area. The Madera Subbasin consists of alluvium emanating from the Sierra Nevada range. The Subbasin is bounded on the south by the San Joaquin River, on the west by the eastern boundary of the Columbia Canal Service Area, on the north by the southern boundary of the Chowchilla Subbasin, and on the east by the crystalline bedrock of the Sierra Nevada foothills.

The current volume of the water in the entire basin, or in the basin underlying the City, is not precisely known at this time, and is dependent on the groundwater levels and the base of fresh water. However, the groundwater basin has significant reserves. According the DWR's Bulletin 118 – California Groundwater (2004) the Madera Subbasin had 12,600,000 AF of storage to a depth of 300 feet in 1995 (Department of Water Resources, 2003). The subbasin is considered a high priority critically overdrafted basin under SGMA.

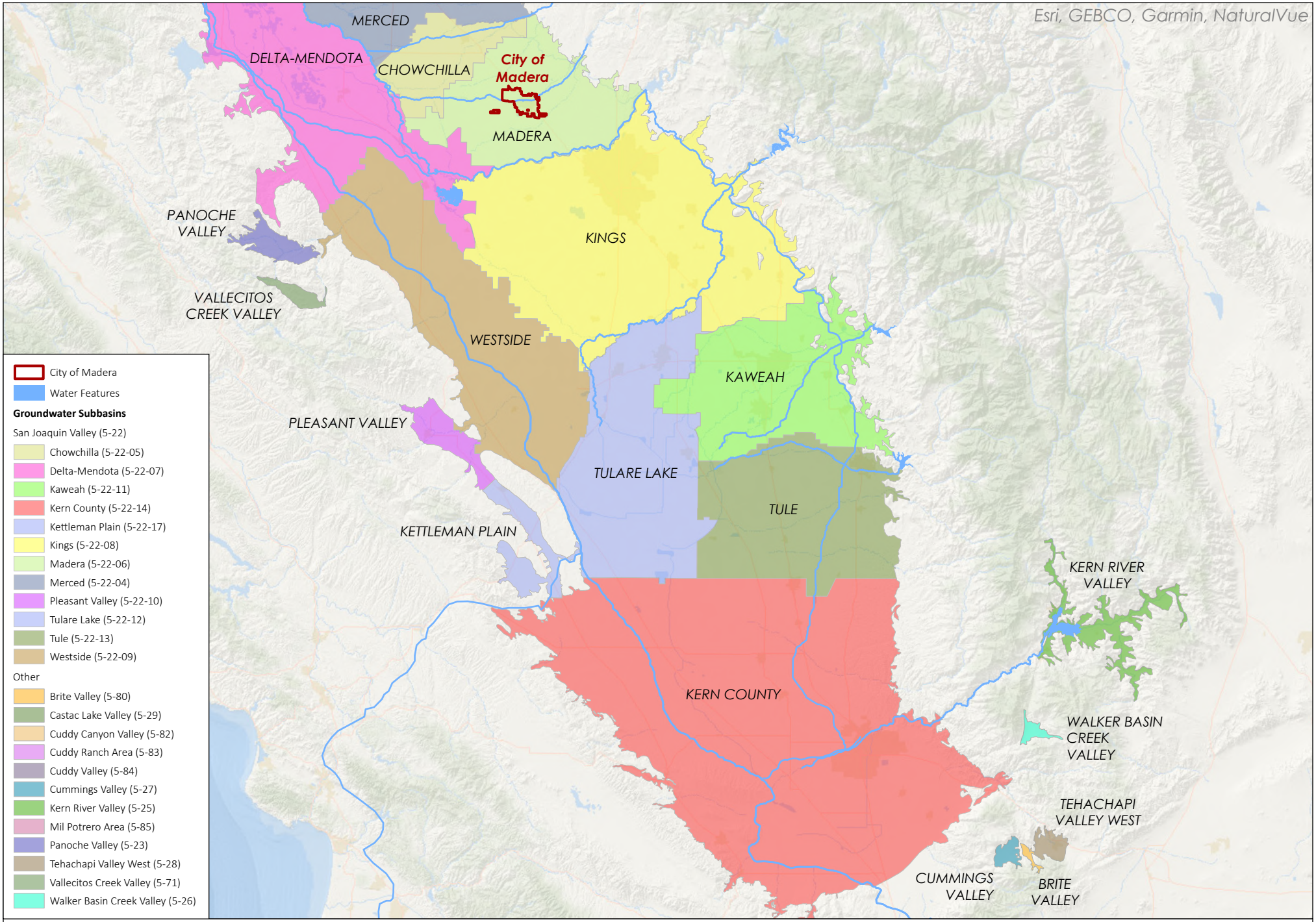


Figure 6-1: Groundwater Basins and Subbasins Map

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6.2.2.2 GROUNDWATER QUALITY

Groundwater within the Madera Subbasin has generally been high quality. While total dissolved solids (TDS) ranges from less than 250 milligrams per liter (mg/L) on the east side of the subbasin to greater than 1,000 mg/L in the southwestern corner of the subbasin (Davids Engineering, Inc, Luhdorff & Scalmanini, ERA Economics, Stillwater Sciences, and California State University, Sacramento, 2020). Groundwater is mainly of a bicarbonate type throughout most of the Subbasin, transitioning from calcium- and calcium-magnesium-bicarbonate water in the east of the Subbasin to sodium-bicarbonate water in the west of the Subbasin. Sodium increases near the western edge of the Subbasin along with increasing chloride, to produce poor quality sodium-chloride type water. Average TDS concentration increases in the western portion of the Subbasin.

The City does not have wellhead treatment on any active well within its supply portfolio, other than chlorination, and is in compliance with the regulated constituents, as defined by the State Water Resources Control Board and regulated by the Division of Drinking Water.

6.2.2.3 GROUNDWATER SUSTAINABILITY PLAN

The City formed its own GSA called the City of Madera GSA (CMGSA). The CMGSA is working collaboratively, under a coordination agreement with the other six (6) GSAs in the Madera Subbasin to achieve sustainable groundwater conditions by 2040 in accordance with the Sustainable Groundwater Management Act of 2014 (SGMA) for critically over drafted groundwater basins such as the Madera Subbasin. The CMGSA assisted in the preparation of the MJGSP, which was submitted to the Department of Water Resources in January 2020 in compliance with SGMA.

SGMA identifies six (6) sustainability indicators to be monitored and reported to document sustainability: lower groundwater levels, reduced [groundwater] storage, seawater intrusion, degraded [groundwater] quality, land subsidence, and surface water depletion. The CMGSA documents five (5) of those with seawater intrusion not being applicable to this region.

6.2.2.4 MULTIPLE GROUNDWATER BASINS

The City only utilizes groundwater supply from the Madera Subbasin; this section does not apply.

6.2.2.5 HISTORICAL GROUNDWATER PUMPING

The City's sole source of drinking water is groundwater. The City currently obtains groundwater from groundwater wells. The City owns and operates 20 groundwater wells; 18 are active wells and 2 are considered inactive wells. The combined pumping capacity of the City wells is approximately 19,700 gallons per minute (gpm).

In 2025, groundwater provided 100 percent of the total potable water use. The historical volume of groundwater pumped by the City over the past five years is provided in Table 6-1. The total annual groundwater usage has fluctuated since 2016. Per capita use should remain below the 2020 water use target, as discussed later in this section. Water demand projections utilize the 2025 and 2030 water use targets discussed in Section 5. for conservative planning purposes.

Table 6-1. Groundwater Volume Pumped (Submittal Table 6-1)

GROUNDWATER TYPE	BASIN NAME	2021	2022	2023	2024	2025
Alluvial Basin	Madera Subbasin 5-22.06	9,274	9,396	8,772	9,348	9,000
	Total	**9,274**	**9,396**	**8,772**	**9,348**	**9,000**
Units: AF						

6.2.3 SURFACE WATER

The Fresno River flows through the City from the east; this section of river is mostly dry unless the river stage is high enough to spill over the John Franchi Diversion Dam. The Fresno River is an important source of natural groundwater recharge for the City. The City has no water rights for the Fresno River water nor any surface water contracts with U.S. Department of the Interior, Bureau of Reclamation, State Water Project, or other water purveyors. Historically, the City's water supply has been 100 percent from groundwater.

According to the Regional Groundwater Management Plan (GMP), the City had 1,100 acres of cropped land within the City limit, generally just outside of the urban area. These lands had a total irrigation demand of 2,500 AF/year. The private landowners receive both surface water from MID, estimated at 1,900 AF/year, and use groundwater from private wells, estimated at 600 AF/year, to meet demands. These supplies and demands are not considered in the UMWP's water supply analysis; the City does not have surface water supplies.

6.2.4 STORMWATER

The City also has numerous stormwater basins. Some are connected to MID facilities and can receive surface water for recharge. In recent years, the stormwater basins operated to maximize the volume of stormwater that is captured and recharged locally, by keeping the stormwater in the basins for as long as possible for the purposes of maximizing percolation opportunities. The City may take actions to enhance the percolation and recharge opportunities, such as adding vertical percolation wells and turnout gates from MID facilities to storm drainage basins. In events where storm drainage basin capacity is potentially exceeded, water is sent to local streams and irrigation canals to allow basins to accommodate further runoff. No data is currently available on stormwater recharge volumes in the City.

6.2.5 WASTEWATER AND RECYCLED WATER

Legal Requirements:

CWC §10633R *The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:*

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use

The City does not recycle water for direct use of any kind. Treated effluent from the wastewater treatment facility (WWTF) is disposed through on-site percolation ponds. Although, this is not considered recycled water according to UWMP guidelines, it still helps to recharge the groundwater supply. This section describes the City's wastewater system and potential opportunities for recycled water.

6.2.5.1 RECYCLED WATER COORDINATION

Legal Requirements:

CWC §10633 *The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area*

As part of the integrated master planning process, a recycled water feasibility study was completed in 2013 (Montgomery Watson Harza, 2013). This study evaluated the feasibility of constructing a new water system for servicing selected users. The City coordinated with various water users, and several were identified as part of the feasibility study, including Madera Unified school District, City parks, and the municipal golf course. Several alternatives were developed as part of the recycled water feasibility study. The study estimated that recycled water usage could eventually be as high as 3,300 AF/year. Recycling wastewater was found to be technically feasible, and the study found there would be demand for the recycled water. However, all alternatives were considered to be cost-prohibitive at the time; the cost to treat and distribute the water would be far more than potential water fees collected at the rates the City believes could be charged. The report instead recommended that City Well 27, which has required treatment before potable use, be used to provide non-potable water to certain customers, thus conserving the City's supply of potable well water.

6.2.5.2 WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL

Legal Requirements:

CWC §10633(a) *A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.*

6.2.5.2.1 WASTEWATER COLLECTION SYSTEM

Wastewater is collected throughout the City via a network of sanitary sewer collection pipelines ranging from 8 to 48 inches in diameter. With the aid of five sewer lift stations, the influent is gravity-fed to the WWFT, located approximately seven miles west of the City limits. The WWTF was constructed in 1972 and provides primary and secondary treatment without disinfection. A plant expansion and upgrade were completed in 2007, which resulted in a treatment capacity of 10.1 MGD. The WWTF has 280 acres of land for incidental recharge and evaporation of effluent. The treatment process consists of screening, grit removal, sedimentation, an activated sludge process, and final clarification. Also included in the plant expansion were an odor control and a water reclamation system for onsite uses.

There are approximately 13,554 single-family residential wastewater connections, each typically with a 4-inch sewer service connecting to the main. Commercial and industrial customers number 939 and 718 multi-family residential customers which are connected with service lines appropriate to handle their particular wastewater load. The average daily wastewater volume for 2025 was estimated to be approximately 5.29 MGD. The City has no facilities for extensive storge of the wastewater before treatment. Septic haulers from outside the City service area bring in an additional volume of wastewater. The most recent data show that outside septic waste collection contributes less than 1 percent of total volume, though the biological loading is disproportionally higher due to the higher strength of the seepage versus domestic wastewater. Table 6-2 summarizes the current wastewater collected within the City.

Table 6-2. Wastewater Collected within Service Area in 2025 (Submittal Table 6-2)

WASTEWATER COLLECTION			RECIPIENT OF COLLECTED WASTEWATER	
NAME OF WASTEWATER COLLECTION AGENCY	WASTEWATER VOLUME METERED OR ESTIMATED	VOLUME OF WASTEWATER COLLECTED FROM UWMP SERVICE AREA (AF)	NAME OF WASTEWATER TREATMENT PLANT AND PLACE ID	IS WWTP LOCATED WITHIN UWMP AREA?
City of Madera	Metered	5,920	Madera WWTF, Place ID 273123	Yes

6.2.5.2.2 WASTEWATER TREATMENT FACILITIES

The effluent from the City's WWTF is disposed to fourteen 20-acre percolation/evaporation ponds. The WWTF Expansion Predesign Report by Boyle Engineering (July 2004) proposed a system of recovery wells that would pump groundwater from under the percolation ponds to an MID canal for agricultural irrigation. This pumping of percolate would be intended to reduce groundwater mounding under the WWTF and to control elevated concentrations of nitrate or other contaminants in the underlaying groundwater. A recovery well has been installed, but the implementations of the project have encountered regulatory hurdles and the system has yet to be operated as planned.

In the 2010 UWMP, future wastewater collection and treatment data were generated by assuming a 50 percent return-to-sewer ratio for water use within the City. In 2015, the ratio was 58 percent, which likely reflects the anomalous and extensive 2015 State-mandated water conservation requirements, which

primarily reduced outdoor water use. In 2020, the ratio was approximately 65 percent, which likely reflects continued conservation efforts. In 2025 the ratio was fairly consistent with the previous UWMP with only a slight increase to 66 percent. Table 6-2. summarizes the current wastewater treated and discharged by the City.

Table 6-3. Wastewater Treatment and Discharge (Submittal Table 6-3)

WASTEWATER TREATMENT PLANT NAME AND PLACE ID NUMBER	DOES THIS PLANT TREAT WASTEWATER GENERATED OUTSIDE THE UWMP SERVICE AREA	2025 VOLUMES			
		WASTEWATER RECEIVED FROM UWMP SERVICE AREA	TOTAL TREATED	RECYCLED WITHIN SERVICE AREA (AF)	RECYCLED OUTSIDE SERVICE AREA (AF)
Madera WWTF, Place ID 273123	Yes	5,920	5,920	0	0
Total		**5,920**	**5,920**	**0**	**0**

Notes: The Madera WWTF treats septage which is generated outside the Service Area

6.2.5.3 RECYCLED WATER SYSTEM DESCRIPTION

Legal Requirements:

CWC §10633

(c) (Describe) the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

The City does not recycle water. Treated effluent from the WWTF is disposed of through percolation ponds at the WWTF, which, though not considered recycled water by the Department of Water Resources, still helps recharge the Madera Groundwater Basin.

6.2.5.4 CURRENT, POTENTIAL, AND PROJECTED RECYCLED WATER USES

Legal Requirements:

CWC §10633

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

The City does not currently use recycled water within its service area. The City completed a recycled water study, which found water recycling to be economically unfeasible at the time. Several potential beneficial uses exist, including industrial water usage, landscape and golf course irrigation, and agricultural irrigation. If economic conditions change, or the City may reconsider recycled water in the future.

Any potential use for recycled water would have to improve water balance from the current operation, which effectively allows most treated wastewater to percolate back to the drinking water aquifer. An application where recycled water could directly replace groundwater pumping would be a more efficient use of the water and could be advantageous if the business case could be made. Table 6-4 shows the current and projected recycled water direct beneficial users.

Table 6-4. Current and Projected Recycled Water Direct Beneficial Uses (Submittal Table 6-4)

USE TYPE	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	POTENTIAL RECYCLED WATER USE VOLUME (AF)
N/A	0	0	0	0	0	0	0
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**

6.2.5.4.1 PLANNED VERSUS ACTUAL USE OF RECYCLED WATER

Legal Requirements:

CWC §10633

(e) (Provide) a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

Previous studies done by the City found production and use of recycled water to be fiscally infeasible. Previous UWMPs briefly discussed looking at grant funding opportunities to explore development of a recycled water system and discussed exploring opportunities to support local industrial and commercial

customers to develop on-site water recycling. With the uncertainties around developing a recycled water system the City did not project any recycled water use through 2040 in previous UWMPs. Table 6-5 compares the 2020 projection for the City recycled use in 2025 against actual 2025 recycled water use for 2025.

Table 6-5. Recycled Water Use Projection Compared to 2020 Actual (Submittal Table 6-5)

USE TYPE	2020 PROJECTION FOR 2025 (AF)	2025 ACTUAL USE (AF)
N/A	0	0
Total	**0**	**0**
Units: AF		

6.2.5.5 ACTIONS TO ENCOURAGE AND OPTIMIZE FUTURE RECYCLED WATER USE

Legal Requirements:

CWC §10633 *The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier…and shall include the following:*

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

While the City's earlier study found production and use of recycled water to be uneconomical, the City may reconsider a recycled water system if a significant portion of the capital costs can be funded through grants and if uses can be found which directly reduce use of potable water. The City can also aid industrial or commercial customers in developing recycling water on-site. Table summarizes the actions taken by the City to encourage and optimize future recycled water use.

Table 6-6. Methods to Encourage Future Recycled Water Use (Submittal Table 6-6)

NAME OF ACTION	DESCRIPTION	PLANNED IMPLEMENTATION YEAR	EXPECTED INCREASE IN RECYCLED WATER USE (AF)
On-site recycled water development	Assist commercial and industrial customers with developing recycled water on-site	On-going	Unknown
Grant funding opportunities for recycled water projects	See funding for capital projects if economics of recycled water improve	Unknown	Unknown
Total (AF)			**Unknown**

6.2.6 DESALINATION WATER OPPORTUNITIES

Legal Requirements:

CWC §10631(g) *Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.*

The groundwater that the City relies on is not brackish or in need of desalination. If this were to change in the future, the City will consider this option.

6.2.7 EXCHANGES OR TRANSFERS

Legal Requirements:

CWC §10631(c) *Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.*

6.2.7.1 EXCHANGES

The City does not have any agreements in place to exchange water with other agencies, nor does the City have long term plans to exchange water. The City would work with MID or other agencies to exchange treated effluent for surface water, however given the scarcity of water it is unlikely that an opportunity would arise. Also, given the high costs of constructing a treatment plant to treat surface water exchange opportunities become even more unlikely.

6.2.7.2 TRANSFERS

The City does not have any long-term plans to transfer water rights from nearby water providers. As the City continues to expand, the City could explore opportunities to obtain water rights through transfers from areas annexed into the City.

6.2.7.3 WATER BANKING FACILITY

The City does not currently have any water banking facilities, nor does it have plans to participate in any water banking projects.

6.2.7.4 EMERGENCY INTERTIES

The City has an emergency intertie with the Parkwood (Madera County Maintenance District 19). In 2023 49,189,655 gallons were exported to the Parkwood system through the emergency intertie followed by 0 gallons in 2024 and 1,436,567 gallons in 2025. A consolidation agreement with Parkwood is in its final stages. Timing of the execution of that agreement is uncertain, but City council approval is expected before the end of 2026.

6.2.8 FUTURE WATER PROJECTS

Legal Requirements:

> ***CWC §10631(f)*** *Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.*

Future water projects for the City are documented in their GMP and 2014 WSMP.

6.2.8.1 GROUNDWATER MANAGEMENT PLAN

The MJGSP lists several projects that could help alleviate overdraft in the subbasin. These projects are listed below

- New MID recharge basin sites will continue to be identified with the first 90 acres of basins to be completed by 2030 and an additional 260 acres of basins will be completed by 2040 if necessary.
- Madera County Chowchilla Bypass Flood Water Recharge Basins Phase 2 would be able to recharge up to 75,000 AFY and will be fully operational by 2040

6.2.8.2 WATER SYSTEM MASTER PLAN

The WSMP proposed a Capital Improvement Program that includes approximately 114 miles of pipeline improvements, 24 new wells (22 of which are planned from 2020 through 2050), two new storage reservoirs, and two new booster stations that will convey water from the west side of the City to the east, with a project cost totaling over $148 million dollars through 2050. These projects address both existing deficiencies and necessary expansions to accommodate planned growth. Projects will be implemented as needed, not strictly on the schedule in the WSMP. The 2014 WSMP was based on a 3.5% growth annual population rate and a static per-capita water consumption rate. Currently, the City's growth rate is projected to be an average of about 0.15% through 2040 per DOF population projections, so WSMP implementation may proceed at a slower pace than anticipated.

Table 6-7. summarizes the water supply projects (new wells) outlined in the current WSMP which includes a new well, Well 37, which will be located at Granada and Cleveland Avenues.

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Table 6-7. Expected Future Water Supply Projects or Programs (Submittal Table 6-7)

NAME OF FUTURE PROJECTS OR PROGRAMS	JOINT PROJECT WITH OTHER SUPPLIERS?	ADDITIONAL DESCRIPTION (AS NEEDED)	PLANNED IMPLEMENTATION YEAR	PLANNED FOR USE IN YEAR TYPE	EXPECTED INCREASE IN WATER SUPPLY TO SUPPLIER
New Groundwater Wells, per WSMP; see 2014 Water System Master Plan	No	Expansion of City water system to support anticipated growth. Twenty-two new groundwater wells per WSMP	2020 through 2050	All Year Types	53,200 AFY

6.2.9 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER

Legal Requirements:

CWC §10631

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision 10631(a).

(4)(D) (Provide a) detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

6.2.9.1 DESCRIPTION OF SUPPLIES

The City plans to continue using groundwater to meet their water demands. The City has made extensive progress in reducing per capita demands, which has reduced stress on the groundwater aquifer.

6.2.9.1.1 SURFACE WATER

The City does not currently utilize surface water.

6.2.9.1.2 SUPPLY FROM STORAGE

This section is not applicable.

6.2.9.1.3 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER

Table 6-8 summarizes the existing and planned sources of water for the City.

Table 6-8. Water Supplies – Actual (Submittal Tables 6-8 and 6-9)

WATER SUPPLY	ADDITIONAL DETAILS ON WATER SUPPLY	2025		2030	2035	2040	2045
		ACTUAL VOLUME (AF)	WATER QUALITY	REASONABLY AVAILABLE VOLUME (AF)			
Groundwater (not desalinated)	Madera Subbasin 5-22.06	9,000	Potable	13,862	14,139	14,170	14,118
Total		9,000		13,862	14,139	14,170	14,118

6.2.10 SPECIAL CONDITIONS

6.2.10.1 CLIMATE CHANGE IMPACTS TO WATER SUPPLY SOURCES

The impacts on the City's water supply due to climate change could take many forms but are likely to impact surface water supplies most. It is anticipated that precipitation will occur in the form of rain, not snowpack, more often and snowmelt and the associated runoff will begin earlier than in the past. This change will require more water storage facilities be available to capture the water supply that would have otherwise been 'stored' as snowpack in the mountains.

6.2.10.2 REGULATORY CONDITIONS

The introduction of SGMA has been a major modification to how water supplies are considered. The Madera Subbasin has a good plan to work cooperatively in managing their groundwater basin and reaching sustainability. It is not anticipated additional regulation will be introduced to further modify how the agencies can access and utilize water supply sources. If the cooperative approach to SGMA compliance does not continue, additional regulation may be a possibility in the form of adjudication of the groundwater basin.

6.3 ENERGY CONSUMPTION

Legal Requirements:

CWC §10631.2.(a) - *In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:*

(1) An estimate of the amount of energy used to extract or divert water supplies.

(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.

(3) An estimate of the amount of energy used to treat water supplies.

(4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.

(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.

(6) An estimate of the amount of energy used to place water into or withdraw from storage.

(7) Any other energy-related information the urban water supplier deems appropriate.

The City tracks their energy use on a per supply basis, i.e. energy use per well, on a monthly basis. In 2025, through pumps associated with groundwater wells, the City used approximately 10.3 million kilowatts hours (kWh) of power to produce 9,000 AF of water into the distribution system, yielding a power consumption of 1,144 kilowatt hours per acre foot (kWh/AF)as shown in the following table. These figures do not include energy used by the wastewater system, including wastewater delivered to the City WWTF, as those are attributable to the City of Madera. Table 6-9 summarizes the energy usage for Madera in 2025.

Table 6-9. Energy Consumption (Submittal Table O-1A)

DESCRIPTION		VOLUME OF WATER ENTERING PROCESS (AF)	ENERGY CONSUMED (KWH)	ENERGY INTENSITY (KWH/AF)
WATER MANAGEMENT PROCESS	EXTRACT AND DIVERT	9,000	10,296,170	1,144
	STORAGE	0	0	0
	TREATMENT	0	0	0
	DISTRIBUTION	0	0	0
	TOTAL UTILITY	9,000	10,296,170	1,144

Data Quality Narrative:
Column A accounts for all water into the system and the associated energy to extract it from the ground (i.e. groundwater well pumps); Column E accounts for all water distributed through the water system and energy associated with moving it through the system via booster pumps, including into and out of temporary storage reservoirs.

7 WATER SUPPLY RELIABILITY AND DROUGHT RISK ASSESSMENT

This section describes and quantifies the current and projected potable and non-potable water supplies. This section also includes a description of planned sources of supplies, and the supply's management in correlation with other identified supplies.

7.1 CONSTRAINTS ON WATER SOURCE

Legal Requirements:

CWC §10631(b)(1) *A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.*

CWC §10634 *The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.*

CWC §10635 (b)(2) *A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.*

CWC §10635 (b)(4) *Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.*

Given there are a variety of circumstances that can render a source inconsistent, determining the supply reliability for the City is complex because of the intricate factors that accompany a water source. These factors include legal issues, environmental constraints, water quality, and climactic variations.

7.1.1 LEGAL

The groundwater supplies the City relies on are not adjudicated. Since the 2015 UWMP, SGMA has become effective and the City is working collaboratively with other agencies reliant on the groundwater basin to reach sustainable management of the groundwater aquifer prior to 2040, as required. In 2010 through 2020 UWMPs, the City's groundwater supplies were shown to be increasing with population growth into the future. This trend continues to 2040; however, the total quantity of groundwater needed is less than forecasted in the 2015 UWMP due to current compliance with SBx7-7 and upcoming compliance with AB 1668 and SB 606.

Should new legal requirements or basin adjudication come into effect prior to the 2030 UWMP Update, the City will endeavor to understand and comply with those regulations as they are written and provide documentation of those efforts in the 2030 UWMP update.

7.1.2 ENVIRONMENTAL

The status of environmental regulation in California is routinely changing due to new legislation, endangered species statuses, and other factors. Should new environmental legislation come into existence it could potentially reduce the City's available supply. The recent water supply reductions in the Delta are an example of environmental water needs versus community water supplies. Due to the reliance on groundwater within the City, it would be difficult to make rapid alterations to the water supply to accommodate these changes, should they occur. The City will continue to monitor environmental regulations for impacts to the City's system.

7.1.3 WATER QUALITY

The regulatory and legal requirements pertaining to water quality are frequently changing in the State of California due to revisions to existing or introduction of new Maximum Contaminant Levels (MCLs) for various primary and secondary constituents throughout the Stat. Trichloropropane, dibromochloropropane, nitrate, manganese, and arsenic are the primary constituents of concern throughout the Subbasin, and the City will continue to monitor those and any new constituents, if needed, to remain in compliance with regulations and reporting requirements. The system is currently in compliance with all water quality regulations.

7.1.4 CLIMATIC FACTOR

As climate change becomes more quantifiable and potentially affects the local water conditions more, alterations in the water supply planning arena will have to take place. Climate change elements such as drought, more rainfall and less snow in the watershed, or massive flooding could potentially affect supply reliability, therefore requiring the City to make modifications to their water supplies.

The climate change impacts on groundwater should be less impactful to overall water management strategies, as the City is already positioning to respond to SGMA and achieve groundwater sustainability by 2040. Without groundwater sustainability achieved, groundwater levels could continue to decline, impacting the overall access and amount of groundwater in the aquifer.

The City will continue to monitor impacts to the water supply as a result of climate change and other factors and is poised to respond through adaptation strategies, primarily, if needed. Adaptation can consist of water conservation methods, more extensive master planning, acquisition of surface water supplies for recharge or potable uses, increased usage of recycled water, and investment in infrastructure to support the previously stated measures.

7.2 WATER SERVICE RELIABILITY ASSESSMENT

CWC §10635 (a) *Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.*

This section considers the City's water supply reliability during three water scenarios: normal year, single dry-year, and multiple-dry year period.

7.2.1 TYPES OF YEARS

The reliability scenarios to be considered are defined as follows:

- Average year: This condition represents the water supplies a Supplier considers available during normal conditions. This could be a single year or averaged range of years that most closely represents the average water supply available to the Supplier. In the 2025 UWMP Guidebook, DWR uses the terms average and normal interchangeably when addressing the water year type.

- Single-dry year: the year that represents the lowest water supply available to the City. Generally considered to be the lowest annual runoff for a watershed since the water-year beginning in 1903. Suppliers should determine this for each watershed from which they receive supplies.
- Multiple-dry year period: the period that represents the lowest average water supply available to the City for a consecutive multiple year period. Generally considered to be the lowest average runoff for a consecutive multiple year period (five years or more).

Table 7-1 summarizes the base years for the average, single, and multi-dry year periods. In addition, the available supply volume and percent relative to the normal/average year is listed. As shown, the representative normal year is 2002, while 2013 represents the lowest supply year (single dry year). Table 7-1 reflects the more recent 2012 thorough 2016 drought since accurate water supply records were available.

The City water supply has historically been very consistent, due in large part to the reliability of the groundwater aquifer, and it is anticipated this will continue into the future. However, as SGMA is further implemented, it is possible that there will be further restrictions on groundwater pumping especially in critical dry and multiple dry years.

Table 7-1. Bases of Water Year Data (Submittal Table 7-1)

YEAR TYPE	BASE YEAR	AVAILABLE SUPPLIES IF YEAR TYPE REPEATS	
		QUANTIFICATION OF AVAILABLE SUPPLIES IS PROVIDED IN THIS TABLE AS EITHER VOLUME ONLY, PERCENT ONLY, OR BOTH.	
		VOLUME AVAILABLE (AF)	% OF AVERAGE SUPPLY
Average Year	2002	11,868	100%
Single-Dry Year	2013	11,327	95%
Consecutive Dry Years 1st Year	2012	11,742	99%
Consecutive Dry Years 2nd Year	2013	11,327	95%
Consecutive Dry Years 3rd Year	2014	10,635	90%
Consecutive Dry Years 4th Year	2015	9,313	78%
Consecutive Dry Years 5th Year	2016	9,203	78%

7.2.2 SUPPLY AND DEMAND COMPARISON

Legal Requirements:

CWC §10635

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional or local agency population projections within the service area of the urban water supplier.

7.2.2.1 RELIABILITY – NORMAL YEAR

The projected normal water year supplies and demand from 2030 through 2045 are presented in Table 7-2

Table 7-2. Normal Year Supply and Demand Comparison (Submittal Table 7-2)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Supply totals	13,862	14,139	14,170	14,118
Use totals	13,862	14,139	14,170	14,118
Surplus/(shortfall)	0	0	0	0

As shown, demands are expected to correlate directly with projected population estimates from 2030 to 2045 and supply is projected match demands, as discussed in previous sections. The supply to customers will be provided solely by groundwater sources and won't show any excess or deficiency.

7.2.2.2 RELIABILITY – SINGLE DRY YEAR

The single dry water year will be largely unaffected by dry weather conditions, due to the City's reliance on groundwater. This projection does not take into account possible state-wide mandates for conservation beyond that required by SBx7-7, groundwater pumping restrictions that may arise from SGMA, or any possible future adjudication of the basin. The single-dry year supply and demand are shown in Table 7-3.

Table 7-3. Single-Dry Year Supply and Demand Comparison (Submittal Table 7-3)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Supply totals	13,231	13,495	13,524	13,474
Use totals	13,231	13,495	13,524	13,474
Surplus/(shortfall)	0	0	0	0

7.2.2.3 RELIABILITY – FIVE CONSECUTIVE DRY YEARS

The projected multiple-dry year supply and demand from 2030 through 2045 is presented in Table 7-4. It is anticipated State-wide conservation mandates would be required during a prolonged drought; however, the magnitude of those mandates is unknown, and supplies would be available from the aquifer to meet the demands, even if demands were reduced based on mandated conservation requirements.

Table 7-4. Multiple-Dry Year Supply and Demand Comparison (Submittal Table 7-4)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
First year	Supply totals	13,715	13,989	14,019	13,968
	Use totals	13,715	13,989	14,019	13,968
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Second year	Supply totals	13,231	13,495	13,524	13,474
	Use totals	13,231	13,495	13,524	13,474
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Third year	Supply totals	12,422	12,670	12,698	12,651
	Use totals	12,422	12,670	12,698	12,651
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Fourth year	Supply totals	10,878	11,095	11,119	11,079
	Use totals	10,878	11,095	11,119	11,079
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Fifth year	Supply totals	10,750	10,964	10,988	10,948
	Use totals	10,750	10,964	10,988	10,948
	Surplus/(shortfall)	**0**	**0**	**0**	**0**

7.2.3 DESCRIPTION OF MANAGEMENT TOOLS AND OPTIONS

Legal Requirements:

CWC §10620(f) An urban water supplier shall describe in the plan, water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

7.2.3.1 GROUNDWATER RELIABILITY

The City's wells currently draw water from a non-adjudicated groundwater basin (Madera Subbasin) with no current limits on pumping and that has been labeled as being in a critical state of overdraft. Therefore, reliability of the groundwater extraction and recharge for the Subbasin, as whole, as discussed in previous sections.

To minimize its contribution to groundwater depletion, sustainable use of groundwater supply sources is a primary focus of the City's urban water management activities extending into the future. The City engages in groundwater recharge activities when surface water supplies are available to replenish the water table and will continue to look for ways to expand those recharge activities, including an exchange agreement for their treated wastewater effluent impacts.

7.2.3.2 SURFACE WATER RELIABILITY

The City does not rely on surface water therefore this section does not apply.

7.2.3.3 RECYCLED WATER RELIABILITY

The City does not recycle water therefore this section does not apply.

7.3 DROUGHT RISK ASSESSMENT

Legal Requirements:

CWC §10635(b)

Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:

(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.

(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.

(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

7.3.1 DRA DATA, METHODS, AND BASIS FOR WATER SHORTAGE CONDITIONS

The Drought Risk Assessment (DRA) for the City has been prepared based on the next five years (2026-2030) supplies and demands and the supply impacts seen during the 2012-2016 drought period. This requires the City to evaluate whether they can accommodate another historic drought if it were to begin in 2026.

7.3.1.1 WATER USE

The water use values are a projection between the actual water use in 2025 and the projected water use in 2025, shown in DWR Submittal Table 4-2. This linear projection does not account for conservation or other demand reductions, beginning in 2026 and culminating in 2030.

7.3.1.2 WATER SUPPLY

The water supply value considers the City's only supply source, groundwater. For purposes of the DRA, the groundwater quantity available is equal to the total active well supply capacity of 19,700 gpm (31,776 AFY).

7.3.1.3 WATER SHORTAGE CONDITIONS

The DRA assumes to utilize the same levels discussed in the WSCP and the related use reduction benefit is shown in the table below. The reductions range from 0 to 30 percent, depending on the year, similar to the 2012-2016 drought conditions. As the City is currently maintaining a lower water use per capita, the mandatory 36 percent conservation goal enforced by the State several years ago is not anticipated unless the drought conditions are worse than those in 2015, which is not what the DRA contemplates.

7.3.2 INDIVIDUAL WATER SOURCE RELIABILITY

Groundwater is considered a very reliable water supply. For purposes of the immediate five-year DRA, the City will consider the groundwater supplies to be available to match demands; however, it is understood there could be mandated conservation during a prolonged drought, similar to those instituted in 2015. In that instance, the City would utilize methods discussed in the Water Shortage Contingency Plan to reduce system demands. For longer term planning purposes, the City will pursue other options to increase recharge, such as instituting permanent mandatory conservation measures to reduce demand.

7.3.3 TOTAL WATER SUPPLY AND USE COMPARISON

The following comparison is completed on an annual basis rather than a monthly or quarterly basis as the City's highest demands are in the summer. Table 7-5. summarizes the supply and demand comparison along with impacts due to planned WSCP actions.

Table 7-5. Five-Year Drought Risk Assessment (Submittal Table 7-5)

YEAR	WITHOUT WSCP ACTIONS			PLANNED WSCP ACTIONS		
	TOTAL WATER USE	TOTAL SUPPLIES	SURPLUS/ SHORTFALL W/O WSCP ACTIONS	SUPPLY AUGMENTATION BENEFIT	USE REDUCTION SAVINGS BENEFIT	REVISED SURPLUS/ SHORTFALL
2026	9,972	9,972	0	0	106	106
2027	10,945	10,945	0	0	499	499
2028	11,917	11,917	0	0	1,238	1,238
2029	12,890	12,890	0	0	2,775	2,775
2030	13,862	13,862	0	0	3,113	3,113

8 WATER SHORTAGE CONTINGENCY PLAN

Legal Requirements:

CWC §10632.3

It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.

The Urban Water Management Planning Act (UWMPA) requires that the Urban Water Management Plan (UWMP) include an urban water shortage contingency plan analysis that addresses stages of action to be undertaken by the urban water supplier in response to water supply shortages, including more than a 50 percent reduction in water supply and an outline of specific water supply conditions which are applicable to each stage. Table below summarizes the stages of the WSCP. In addition to the stages of action, the City is required to develop mandatory prohibitions against specific water use during shortages and consumption reduction methods in the restrictive stages.

The City's Water Shortage Contingency Plan (WSCP) is an independent document from the UWMP and can be found in Appendix D.

Table 8-1. Five-Year Drought Risk Assessment (Submittal Table 8-1)

STANDARD SHORTAGE LEVELS	PERCENT SHORTAGE RANGE	SUPPLIERS SHORTAGE LEVELS	PERCENT SHORTAGE RANGE
1	Up to 10%	Up to 10%	0-10%
2	Up to 20%	Up to 20%	10-20%
3	Up to 30%	Up to 30%	20-30%
4	Up to 40%	Up to 40%	30-40%
5	Up to 50%	Up to 50%	40-50%
6	>50%	>50%	>50%

9 DEMAND MANAGEMENT MEASURES

This section provides a comprehensive description of the water conservation programs that the City has implemented, is currently implementing, and plans to implement to meet its urban water use reduction targets.

9.1 DEMAND MANAGEMENT MEASURES

Legal Requirements:

CWC §10631

(f)(A)…a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i) Water waste prevention ordinances.

(ii) Metering.

(iii) Conservation pricing.

(iv) Public education and outreach.

(v) Programs to assess and manage distribution system real loss.

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

The UWMPA requires urban water suppliers provide information regarding water conservation and DMMs compliance; this Section provides that information. The UWMPA was amended in 2014 to streamline DMMs from 14 specific measures to six more general requirements and an "other" category.

The City has a water conservation program in place. The City takes water conservation very seriously and considers implementation of DMMs as a necessity to achieve the goals of the conservation program.

9.1.1 WATER WASTE PREVENTION ORDINANCE

The City's Water Shortage Contingency Plan (see Appendix D) identifies penalties for water waste or violating current drought regulations. The water waste ordinances can also be found in the Madera Municipal Code, Title 5, Chapter 5. The penalties associated with each stage of a water shortage, as modified in 2017, are provided below.

- Violation 1 – $75 surcharge on next water bill
- Violation 2 – $200 surcharge on next water bill
- Violation 3 – $500 surcharge on next water bill

Further details on prohibitions and penalties are explored in Section 8, the Water Shortage Contingency Planning.

9.1.2 METERING

Legal Requirements:

CWC §526

(a) Notwithstanding any other provisions of law, an urban water supplier that, on or after January 1, 2004, receives water from the federal Central Valley Project under a water service contract or subcontract… shall do both of the following:

(1) On or before January 1, 2013, install water meters on all service connections to residential and nonagricultural commercial buildings… located within its service area.

CWC §527

(a) An urban water supplier that is not subject to Section 526 shall do both the following:

(1) Install water meters on all municipal and industrial service connections located within its service area on or before January 1, 2025.

In compliance with State law, the City has nearly completed the process of placing meters on all customer water connections. As of the end of 2025, approximately 99% of the customer connections are metered. The City is expecting to be fully metered in the near future. The City adopted a new rate structure in 2022 that includes commodity rates for metered connections (see section on Conservation Pricing below, Section 9.1.3). The City's current rate structure is included in Appendix E.

9.1.3 CONSERVATION PRICING

In 2022, the City adopted its current water rates. The current rate structure includes fixed meter charges and commodity charges which are charged per hundred cubic feet (hcf) and are separated by non-residential and residential rates. Table 9-1. sumarizes the current water rates. The City currently does not utilize conservation pricing.

Table 9-1. Water Rates Comparison

FY 26/27 WATER RATE SCHEDULE	
Monthly Fixed Meter Charges	
5/8-inch	$14.67
¾-inch	$17.60
1-inch	$23.47
1.5-inch	$38.13
2-inch	$55.73
3-inch	$102.67
4-inch	$155.45
6-inch	$302.10
8-inch	$478.08
Commodity Charges (per hcf)	
Non-Residential	$2.19
Residential Uniform Rates	$2.19

9.1.4 PUBLIC EDUCATION AND OUTREACH

The City utilizes mass mailing and the City internet site to distribute information to all water service customers. Walk in customers are also provided with information at City Hall and at the Public Works Department Water Division. When called upon to distribute time sensitive notices and information, local print media is also used.

Mass mailings with information on regulations and Consumer Confidence Reports are performed every March. The City also provides additional information on conservation measures at this time. Display cases and public bulletin boards are utilized in the Public Works facility to display information that is mailed out.

The City staffs information booths at the annual Madera District Fair in September. The booths provide pamphlets and flyers with promotional and educational materials as well as updates on regulations and ordinances.

The City monthly water bill distributed to all water service customers also contains information regarding previous year's water usage, conservation measures, and other updates.

The City makes staff available for guidance and educational tours of water system facilities. They have also developed a plan to enhance existing school education wherein students tour facilities and receive formal presentations at their schools. The City encourages local educators to include demand management education in their curriculum where appropriate. The City also makes presentations to neighborhood agencies and service clubs.

9.1.5 PROGRAMS TO ASSESS AND MANAGE DISTRIBUTION SYSTEM REAL LOSS

The City operates a detection and repair program of its entire water distribution system. In addition, the City's distribution system includes a SCADA system to accurately record production quantities. All of the City's wells are metered; however, as of 2025 about 1% of the City's water connections were not metered, and thus a complete system water audit is not possible without assuming unmetered water usage. Currently, water main records are maintained in a GIS system. The City has convenient access to historical data on each water main.

Between 2021-2025 losses were estimated to range from 5.5% to about 15.3%. Water losses were calculated using AWWA Free Water Audit Software. The AWWA spreadsheet and results of the audits are discussed further in Section 4.2. The AWWA spreadsheet breaks losses into various categories using assumed default percentages. These categories include unauthorized use (theft), metering inconsistencies, etc. The complete AWWA software spreadsheets can be viewed in Appendix B

9.1.6 WATER CONSERVATION PROGRAM COORDINATION AND STAFFING SUPPORT

The City's Water Divisions Operations Manager has also served as the City's Water Conservation Coordinator since 1986. Water Conservation Coordinator duties include interdepartmental coordination, monitoring the practice and application of DMMs, supervision of the Conservation Water Patrol, and planning of community water conservation education projects. As the City's water conservation efforts have expanded, additional staff have been used to implement water conservation measures. The City has hired two full time people to oversee all of the water conservation programs and guide other staff that help those efforts.

9.1.7 OTHER DEMAND MANAGEMENT MEASURES

The City's implements several other DMMs, which are described below.

9.1.7.1 REBATE PROGRAMS

The City operates numerous rebate programs to help defer costs for customers and encourage water conservation. Residents should check with the City to determine program qualifications and follow

directions listed on the City website. The programs are described below and the number of rebates for each shown in Table 9-2.

Table 9-2 Rebate Program Implementation

REBATE PROGRAM	REBATES DISTRIBUTED									
	2021		2022		2023		2024		2025	
	REBATES ISSUED	TOTAL REBATE AMOUNT ($)	REBATES ISSUED	TOTAL REBATE AMOUNT ($)	REBATES ISSUED	TOTAL REBATE AMOUNT ($)	REBATES ISSUED	TOTAL REBATE AMOUNT ($)	REBATES ISSUED	TOTAL REBATE AMOUNT ($)
Turf Replacement	45	$95,387	62	$130,163	55	$119,491	48	$104,569	29	$65,469
High Efficiency Toilet Replacement	45	$11,272	26	$5,559	18	$4,673	21	$3,542	12	$1,898
High Efficiency Dishwasher Replacement	24	$4,800	13	$2,600	10	$2,000	16	$3,198	9	$1,800
High Efficiency Clothes Washer Replacement	25	$5,000	13	$2,600	16	$3,200	21	$4,200	6	$1,200
Smart Irrigation Controller Replacement	19	$2,657	10	$1,266	3	$325	12	$1,919	3	$388
Drip Irrigation Kit and Irrigation Timer	7	$559	4	$436	4	$281	7	$622	1	$27
Mulch Installation	18	$1,500	11	$811	9	$768	14	$901	13	$1,011
Hose Bid Faucet Lock	0	$0	0	$0	0	$0	1	$14	1	$52
Rainwater Harvest	1	$185	0	$0	0	$0	1	$134	1	$32
Total	**184**	**$121,360**	**139**	**$143,435**	**115**	**$130,738**	**141**	**$119,099**	**75**	**$71,877**

9.1.7.1.1 TURF REPLACEMENT REBATE PROGRAM

The City will pay customers $3.00 per square foot to remove up to 1,000 square feet of irrigated turf and replacing it with water efficient landscaping. Turf grass at homes and commercial landscapes consume large amounts of water. Water efficient landscapes use 50% or less water than most turf. The amount saved depends on the amount of turf removed, types of plants installed, irrigation system, and soil type. A water efficient landscape can use less water and may not require expensive maintenance.

9.1.7.1.2 HIGH EFFICIENCY TOILET REPLACEMENT REBATE PROGRAM

Residential customers maybe eligible for a rebate when they replace their old high water use toilets with a new qualifying High Efficiency (HE) Toilet providing 1.28 gallons per flush (gpf) or less. Installing an HE toilet can save about 38 gallons of water per day for a family of four. All qualifying toilets must have a WaterSense label. The City is offering a rebate of $100 for qualifying toilet replacements and up to $100 for installation costs.

9.1.7.1.3 HIGH EFFICIENCY DISHWASHER REPLACEMENT REBATE PROGRAM

City residents may apply to receive a credit of $200 rebate for purchasing a HE dishwasher. HE dishwashers can save 4 gallons of water per load of dishes. They can also help reduce energy bills (gas or electric) due to reduced requirements for heated water. HE dishwashers must be Energy Star rated.

9.1.7.1.4 HIGH EFFICIENCY CLOTHES WASHER RESIDENTIAL REPLACEMENT REBATE PROGRAM

City residents may apply to receive a $200 rebate following the purchase of a qualifying High Efficiency Clothes Washer (HECW). An HECW can save up to 22 gallons of water per load. HECWs also have a higher load capacity reducing the number of loads required per household. HECWs are more energy efficient than standard washing machines reducing power bills and requiring less heated water, which will save on gas or electric depending on the customer's water heater fuel source. Residents should check with the City to see which models qualify for the rebate. Only non-HECWs can be replaced using this program and the HECW must remain in the home for 36 months.

9.1.7.1.5 SMART IRRIGATION CONTROLLER REPLACEMENT REBATE PROGRAM

The City is offering a $200 rebate for the purchase of an EPA WaterSense certified smart irrigation controller. Smart irrigation controllers automatically adjust their watering schedule according to the weather conditions to provide optimal moisture for healthy plants and lawns. Smart irrigation controllers purchased must be capable to be set for the City of Madera's scheduled water days. A pre-installation audit of your current irrigation system by City staff may be required.

9.1.7.1.6 DRIP IRRIGATION KIT AND IRRIGATION TIMER REBATE PROGRAM

City residents may apply to receive a credit of $150 for drip irrigation kits. Drip eliminates over-watering problems by applying water only where and when it is needed, with less runoff and less evaporation from leaves and soil. The uniform application of water from drip irrigation systems can achieve high water savings. The conversation can save up to 9 gallons of water annually for each square foot of irrigated area converted. Irrigation timers turn a hose faucet into a programmed system and automatic scheduling. They help conserve water by providing a consistent watering schedule and help to avoid over-watering.

9.1.7.1.7 MULCH REBATE PROGRAM

The City provides a mulch rebate program for its customers. According to SaveOurWater.com 2-20 gallons of water can be saved per 1,000 square feet of mulch. Good mulch conserves water by significantly reducing moisture evaporation from the soil. It also reduces weed populations, prevents soil

compaction, and keeps soil temperatures more moderate. The mulch rebate allows for a maximum of $100 per City of Madera utility customer and an additional $75 for delivery if applicable.

9.1.7.1.8 FAUCET LOCKS REBATE PROGRAM

The City is offering a rebate of up to $20 for the installation of a qualifying faucet lock.

9.1.7.1.9 HOSE FAUCET TIMER REBATE PROGRAM

The City is offering a rebate of up to $50 for the installation of a qualifying hose end watering timer which will turn a hose faucet into a programmed water system.

9.1.7.1.10 RAINWATER HARVEST REBATE PROGRAM

The City is offering a rebate of up to $400 for the installation of a qualifying rainwater harvester.

9.1.7.2 RESIDENTIAL PLUMBING RETROFIT

While new construction requires low-flow water fixtures, there is no requirement to retrofit existing plumbing fixtures with low-flow water fixtures. The City's plan does mandate appropriate retrofitting of low-flow fixtures during remodeling.

As a part of its public information program, the City distributes educational material describing the importance of plumbing retrofits as an integral part of water conservation. Several studies suggest that water use savings resulting from miscellaneous interior retrofit fixtures can range between 25 and 65 gpd per housing unit. The studies also suggest that installation of retrofit fixtures in older single-family homes tend to produce more savings, while newer multi-family homes tend to produce lesser saving per housing unit.

9.1.7.3 COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL CONSERVATION PROGRAMS

Commercial, Industrial, and Institutional (CII) accounts that have large landscape usage can get landscape water audits from the City upon request. Audits include reviewing water usage history with the customer, identifying leaks in the customer's system, and recommending improvements.

Another program which the City makes available to commercial, industrial, and institutional accounts is the Conservation Water Patrol. This group has the responsibility to educate commercial and industrial users that over use water for irrigation purposes. The patrol can provide a variety of resources to help a commercial or industrial consumer conserve, including staff expertise, written materials, and the City's demonstration water conservation garden.

9.2 IMPLEMENTATION OVER THE PAST FIVE YEARS

Section 9.1. discusses the implementation over the previous five years for each DMM, providing statistics on implementation where applicable and available. Overall, the DMMs continue to increase public awareness towards water conservation by providing rebates, educational programs, and water surveys.

9.3 PLANNED IMPLEMENTATION TO ACHIEVE WATER USE TARGETS

The City has implemented the recommended DMMs cited in the California Water Code 10631 (e)(1)(B) and will continue to do so in the future. The City has met their 2020 target of 196 gpcd with an actual water use of 119 gpcd in 2025.

10 PLAN ADOPTION, SUBMITTAL, AND IMPLEMENTATION

This section describes the steps taken to adopt and submit the City's UWMP and make it publicly available. This section will also describe the City's plan to implement the UWMP.

10.1 INCLUSION OF ALL 2025 DATA

The 2025 UWMP includes the water use and planning data for the calendar year of 2025. The City is reporting on a calendar year basis and therefore, 2025 data includes the months of January to December 2025.

10.2 NOTICE OF PUBLIC HEARING

Prior to adoption of the 2025 UWMP, a public hearing was held and notices were provided to the public. The public hearing provided an opportunity for the public to provide input to the plan before it is adopted. Additionally, the public hearing provided an opportunity for the City's customers, residents, and employees to learn and ask about the current and future water supply of the City.

10.2.1 NOTICE

Legal Requirements:

CWC §10631

(b) Every urban water supplier required to prepare a plan shall… at least 60 days prior to the public hearing on the plan … notify any city or county within which the supplier provides waters supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

CWC §10642

…The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area…

The City has provided formal written notification to the County of Madera, Madera Irrigation District, City of Chowchilla, and the City of Madera Groundwater Sustainability Agency that the City's UWMP was being updated for 2025. As shown in Table 10-1., this notification was provided to the County of Madera, Madera Irrigation District, City of Chowchilla, and the City of Madera Groundwater Sustainability Agency at least 60 days prior to the public hearing of the plan. Copies of the final UWMP will be provided to these agencies no later than 30 days after submission to Department of Water Resources (DWR). The notice of public hearing to the public is included in Appendix H.

Table 10-1. Notification Letters (Submittal Table 10-1)

NAME	60-DAY NOTICE	NOTICE OF PUBLIC HEARING
County of Madera	X	X
Madera Irrigation District	X	X
City of Chowchilla	X	X
City of Madera Groundwater Sustainability Agency	X	X

10.2.2 NOTICE TO PUBLIC

Legal Requirements:

CWC §10642

…Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection…Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code [see below]. The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies.

Government Code §6066

Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.

The City is committed to encouraging the active involvement of diverse social, cultural, and economic elements of its citizenry. On October 7, 2026 and October 14, 2026 the City placed a notice in the Madera Tribune stating that its UWMP was being updated and that a public hearing would be conducted to take testimony from members of the community. The Public Review Draft 2025 UWMP was made available for public inspection at the City of Madera Public Works office, located at 1030 S. Gateway, Madera, California. The notice of public hearing to the public is included in Appendix H.

10.3 PUBLIC HEARING AND ADOPTION

10.3.1 PUBLIC HEARING

Legal Requirements:

CWC §10642

…Prior to adopting either, the [plan or water shortage contingency plan], the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon.

CWC §10608.26

(a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

(1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.

(2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.

(3) Adopt a method, pursuant to subdivision (b) of Section 10608.20 for determining its urban water use target.

The public hearing was held prior to the adoption of the UWMP and was adopted as prepared. The hearing provided an opportunity for the City's customers, residents, and employees to learn and ask questions about the current and future water supply of the City. _____ comments were provided at the hearing. The public hearing was held on Wednesday November 18, 2026.

10.3.2 ADOPTION

Legal Requirements:

CWC §10642

…After the hearing,

the plan shall be adopted as prepared or as modified after the hearing.

The plan adoption by City Council occurred after a public hearing on Wednesday November 18, 2026. The City Adoption Resolution is included in Appendix H.

10.4 PLAN SUBMITTAL

Legal Requirements:

CWC §10621

(e) Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021…

CWC §10644

(a)(1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption.

CWC §10635

(b) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

The following section outlines the submittal of the 2025 UWMP to DWR, the State Library, and Cities and Counties.

10.4.1 SUBMITTING AN UWMP AND WSCP

The 2025 UWMP and WSCP will be submitted to the following agencies and stakeholders within 30 days of adoption, in the format noted, as required.

- Department of Water Resources (electronically)
- California State Library (compact disk)
- County of Madera (electronically)
- Madera Irrigation District (electronically)
- City of Chowchilla
- City of Madera Groundwater Sustainability Agency

10.4.2 ELECTRONIC DATA SUBMITTAL

Legal Requirements:

CWC §10644 (a)(2)

The plan, or amendments to the plan, submitted to the department … shall be submitted electronically and shall include any standardized forms, tables, or displays specified by the department.

The 2025 UWMP, WSCP, and tabular data will be submitted electronically using the Water Use Efficiency (WUE) data online submittal tool developed by DWR.

10.5 PUBLIC AVAILABILITY

Legal Requirements:

CWC §10645

(a) Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

(b) Not later than 30 days after filing a copy of its water shortage contingency plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

Within 30 days of submitting the UWMP and WSCP to DWR, the adopted plans will be available for public review during normal business hours at the City of Madera Public Works office. The City will also post a copy of the adopted UWMP and WSCP on its website (https://www.madera.gov/).

10.6 AMENDING AN ADOPTED UWMP OR WSCP

Legal Requirements:

CWC §10621

(d) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

CWC §10644

(a)(1) Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

The plan may be updated at any time when the urban water supplier believes significant changes have occurred in population, land use, and/or water sources that may affect the contents of the plan. If major changes are made to this UWMP, the City will hold an additional public hearing and City Council will readopt the plan. Copies of amendments or changes to the plan shall be submitted to DWR, the California State Library, Madera Irrigation District, Madera County, the City of Chowchilla, and City of Madera Groundwater Sustainability Agency within 30 days of adoption.

11 REFERENCES

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California State Water Resources Control Board. (n.d.). *State Drinking Water Information System*. Retrieved from Drinking Water Watch: https://sdwis.waterboards.ca.gov/PDWW/index.jsp

Department of Finance. (2026). *Projections*. Retrieved from State of California Department of Finance: https://dof.ca.gov/forecasting/demographics/projections/

Department of Water Resources. (2003). *Bulletin 118 - California Groundwater (2004).*

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Madera, County of & PMC. (2009). *City of Madera General Plan.*

Montgomery Watson Harza. (2013). *City of Madera Recycled Water Feasibility Study, Final Draft.*

NBS. (2022). *City of Madera Final Report Water Rate Study.*

Quad Knopf, Inc. (2019, May). *Madera Integrated Regional Water Management Plan Proposition 1 Update.*

State of California. (2010, February). 20x2020 Water Conservation Plan.

APPENDIX

Appendix A – Outreach Documents

April 2, 2026

Matthew Treber, Chief Administrative Officer
County of Madera
200 W 4th Street
Madera, CA 93637

Dear Mr. Treber,

In accordance with the Urban Water Management Planning Act, California Water Code §10621(b), the City of Madera is notifying the County of Madera that the City will be reviewing its UWMP and considering amendments or changes to the Plan. Madera's last UWMP was updated and adopted September 2022.

Once a draft is ready for review, it will be sent to your attention electronically and we would be pleased to receive any comments you may have on this update to the Plan. If you need to contact me regarding this matter, I may be reached at (559) 661-5466 or hgandhi@madera.gov.

Sincerely,

Harpiar Gandhi
Public Works Director

April 2, 2026

Thomas Greci, General Manager
Madera Irrigation District
12152 Road 28 1/4
Madera, CA 93637

Dear Mr. Greci,

In accordance with the Urban Water Management Planning Act, California Water Code §10621(b), the City of Madera is notifying the Madera Irrigation District that the City will be reviewing its UWMP and considering amendments or changes to the Plan. Madera's last UWMP was updated and adopted September 2022.

Once a draft is ready for review, it will be sent to your attention electronically and we would be pleased to receive any comments you may have on this update to the Plan. If you need to contact me regarding this matter, I may be reached at (559) 661-5466 or hgandhi@madera.gov .

Sincerely,

Harpiar Gandhi
Public Works Director

Department of Public Works
1030 South Gateway Drive • Madera, CA 93637 • TEL (559) 661-5466 • FAX (559) 661-0760
www.cityofmadera.ca.gov

April 2, 2026

Rod Pruett, City Administrator
City of Chowchilla
130 S. Second Street
Chowchilla, CA 93610

Dear Mr. Pruett,

In accordance with the Urban Water Management Planning Act, California Water Code §10621(b), the City of Madera is notifying the City of Chowchilla that the City will be reviewing its UWMP and considering amendments or changes to the Plan. Madera's last UWMP was updated and adopted September 2022.

Once a draft is ready for review, it will be sent to your attention electronically and we would be pleased to receive any comments you may have on this update to the Plan. If you need to contact me regarding this matter, I may be reached at (559) 661-5466 or hgandhi@madera.gov.

Sincerely,

Harpiar Gandhi
Public Works Director

Department of Public Works
1030 South Gateway Drive • Madera, CA 93637 • TEL (559) 661-5466 • FAX (559) 661-0760
www.cityofmadera.ca.gov

Appendix B – Water Loss Audit Reports

AWWA Free Water Audit Software:
Reporting Worksheet

WAS v5.0
American Water Works Association.

? Click to access definition
+ Click to add a comment

Water Audit Report for: City of Madera (2010002)
Reporting Year: 2021 1/2021 - 12/2021

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

To select the correct data grading for each input, determine the highest grade where

WATER SUPPLIED

<---------- Enter grading in column 'E' and 'J' ---------->

						Master Meter and Supply Error Adjustments	
						Pcnt:	Value:
Volume from own sources:	6	3,055.986	MG/Yr	3			MG/Yr
Water imported:	n/a	0.000	MG/Yr				MG/Yr
Water exported:	n/a	0.000	MG/Yr				MG/Yr

Enter negative % or value for under-registration
Enter positive % or value for over-registration

WATER SUPPLIED: 3,055.986 MG/Yr

AUTHORIZED CONSUMPTION

Click here: ? for help using option buttons below

			Pcnt:	Value:
Billed metered:	7	2,869.627 MG/Yr		
Billed unmetered:	8	11.000 MG/Yr		
Unbilled metered:	1	5.000 MG/Yr		
Unbilled unmetered:		38.200 MG/Yr	1.25%	MG/Yr

Default option selected for Unbilled unmetered - a grading of 5 is applied but not displayed

AUTHORIZED CONSUMPTION: 2,923.827 MG/Yr

Use buttons to select percentage of water supplied OR value

WATER LOSSES (Water Supplied - Authorized Consumption) 132.159 MG/Yr

Apparent Losses

			Pcnt:	Value:
Unauthorized consumption:		7.640 MG/Yr	0.25%	MG/Yr

Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed

Customer metering inaccuracies:	3	88.906 MG/Yr	3.00%	MG/Yr
Systematic data handling errors:		7.174 MG/Yr	0.25%	MG/Yr

Default option selected for Systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: 103.720 MG/Yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: 28.439 MG/Yr

WATER LOSSES: 132.159 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 175.359 MG/Yr

= Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains:	8	204.0	miles
Number of active AND inactive service connections:	7	14,942	
Service connection density:		73	conn./mile main

Are customer meters typically located at the curbstop or property line? Yes

Average length of customer service line: (length of service line, beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line has been set to zero and a data grading score of 10 has been applied

Average operating pressure: 8 53.0 psi

COST DATA

Total annual cost of operating water system:	9	$7,631,301	$/Year	
Customer retail unit cost (applied to Apparent Losses):	8	$1.93	$/100 cubic feet (ccf)	
Variable production cost (applied to Real Losses):	6	$289.64	$/Million gallons	☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

***** YOUR SCORE IS: 60 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1: Volume from own sources
2: Unbilled metered
3: Customer metering inaccuracies

AWWA Free Water Audit Software: Worksheet

FWAS v6.0
American Water Works Association.

Water Audit Report for: City of Madera
Audit Year: 2022 | Jan 01 2022 - Dec 31 2022 | Calendar

Click 'n' to add notes
Click 'g' to determine data validity grade

To edit water system info: go to start page

To access definitions, click the input name

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

Water Supplied Error Adjustments

WATER SUPPLIED

			choose entry option:									
VOS	Volume from Own Sources:	n	g	7	3,061.803	MG/Yr	n	g	8	0.74%	percent	under-registration	VOSEA
WI	Water Imported:	n	g	n/a	0.000	MG/Yr							WIEA
WE	Water Exported:	n	g	n/a	0.000	MG/Yr							WEEA
	WATER SUPPLIED:				3,084.614	MG/Yr							

AUTHORIZED CONSUMPTION

							choose entry option:		
BMAC	Billed Metered:	n	g	1	2,880.081	MG/Yr			
BUAC	Billed Unmetered:	n	g	2	21.880	MG/Yr			
UMAC	Unbilled Metered:	n	g	2	4.980	MG/Yr			
UUAC	Unbilled Unmetered:	n	g	3	7.255	MG/Yr	0.25%	default	

Default option selected for Unbilled Unmetered, with automatic data grading of 3

AUTHORIZED CONSUMPTION: 2,914.196 MG/Yr

WATER LOSSES

170.418 MG/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

							choose entry option:		
SDHE	Systematic Data Handling Errors:	n	g	3	7.255	MG/Yr	0.25%	default	
CMI	Customer Metering Inaccuracies:	n	g	1	58.879	MG/Yr	2.00%	percent	under-registration
UC	Unauthorized Consumption:	n	g	3	7.255	MG/Yr	0.25%	default	

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 73.389 MG/Yr

Real Losses

Real Losses: 97.030 MG/Yr

WATER LOSSES: 170.418 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 182.653 MG/Yr

SYSTEM DATA

Lm	Length of mains:	n	g	6	204.0	miles	(including fire hydrant lead lengths)
Nc	Number of service connections:	n	g	8	15,500		(active *and* inactive)
	Service connection density:				76	conn./mile main	

Are customer meters typically located at the curbstop/property line? Yes

Lp: n | g | 10

Average length of customer service line has been set to zero and a data grading of 10 has been applied

AOP	Average Operating Pressure:	n	g	7	54.0	psi

COST DATA

CRUC	Customer Retail Unit Charge:	n	g	9	$2.15	$/100 cubic feet (ccf)	Total Annual Operating Cost	
VPC	Variable Production Cost:	n	g	4	$242.17	$/Million gallons	$8,123,430	$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

***** The Water Audit Data Validity Score is in Tier II (26-50). See Dashboard tab for additional outputs. *****

go to dashboard

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

1: Billed Metered (BMAC)
2: Volume from Own Sources (VOS)
3: Billed Unmetered (BUAC)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses:		gal/conn/day
Unit Apparent Losses:		gal/conn/day
Unit Real Losses[A]:		gal/conn/day
Unit Real Losses[B]:		gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)

AWWA Free Water Audit Software: Worksheet

FWAS v6.0
American Water Works Association.

Water Audit Report for: City of Madera
Audit Year: 2023 | Jan 01 2023 - Dec 31 2023 | Calendar

Click 'n' to add notes
Click 'g' to determine data validity grade

To edit water system info: go to start page

To access definitions, click the input name

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

Water Supplied Error Adjustments

WATER SUPPLIED

VOS	Volume from Own Sources:	n	g	7	2,857.295	MG/Yr	n	g	8	0.14%	percent	over-registration	VOSEA
WI	Water Imported:	n	g	n/a	0.000	MG/Yr							WIEA
WE	Water Exported:	n	g	n/a	0.000	MG/Yr							WEEA
	WATER SUPPLIED:				2,853.238	MG/Yr							

AUTHORIZED CONSUMPTION

BMAC	Billed Metered:	n	g	1	2,528.170	MG/Yr						
BUAC	Billed Unmetered:	n	g	2	21.880	MG/Yr						
UMAC	Unbilled Metered:	n	g	2	4.980	MG/Yr						
UUAC	Unbilled Unmetered:	n	g	3	6.375	MG/Yr						
	AUTHORIZED CONSUMPTION:				2,561.406	MG/Yr						

choose entry option: 0.25% default

Default option selected for Unbilled Unmetered, with automatic data grading of 3

WATER LOSSES

291.832 MG/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

SDHE	Systematic Data Handling Errors:	n	g	3	6.375	MG/Yr						
CMI	Customer Metering Inaccuracies:	n	g	1	51.697	MG/Yr						
UC	Unauthorized Consumption:	n	g	3	6.375	MG/Yr						
	Apparent Losses:				64.447	MG/Yr						

choose entry option: 0.25% default; 2.00% percent; 0.25% default

under-registration

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Real Losses

Real Losses: 227.385 MG/Yr

WATER LOSSES: 291.832 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 303.187 MG/Yr

SYSTEM DATA

Lm	Length of mains:	n	g	6	204.0	miles	(including fire hydrant lead lengths)
Nc	Number of service connections:	n	g	8	15,683		(active *and* inactive)
	Service connection density:				77	conn./mile main	

Are customer meters typically located at the curbstop/property line? Yes

Lp: n g 10

Average length of customer service line has been set to zero and a data grading of 10 has been applied

AOP	Average Operating Pressure:	n	g	7	54.0	psi

COST DATA

CRUC	Customer Retail Unit Charge:	n	g	9	$2.17	$/100 cubic feet (ccf)	Total Annual Operating Cost	
VPC	Variable Production Cost:	n	g	4	$251.12	$/Million gallons	$9,783,400	$/yr (optional input)

WATER AUDIT DATA VALIDITY TIER:

***** The Water Audit Data Validity Score is in Tier II (26-50). See Dashboard tab for additional outputs. *****

go to dashboard

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

1: Billed Metered (BMAC)
2: Volume from Own Sources (VOS)
3: Billed Unmetered (BUAC)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses:		gal/conn/day
Unit Apparent Losses:		gal/conn/day
Unit Real Losses[A]:		gal/conn/day
Unit Real Losses[B]:		gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)

AWWA Free Water Audit Software: Worksheet

FWAS v6.1
American Water Works Association.

Water Audit Report for: City of Madera
Audit Year: 2024 | Jan 01 2024 - Dec 31 2024 | Calendar

Click 'n' to add notes
Click 'g' to determine data validity grade

To edit water system info: go to start page

To access definitions, click the input name

All volumes to be entered as: MILLION GALLONS (US) PER YEAR

Water Supplied Error Adjustments

WATER SUPPLIED

choose entry option:

VOS	Volume from Own Sources:	n	g	8	3,046.136	MG/Yr	n g 8	volume	79.916	MG/Yr	over-registration	VOSEA
WI	Water Imported:	n	g	n/a	0.000	MG/Yr						WIEA
WE	Water Exported:	n	g	n/a	0.000	MG/Yr						WEEA
	WATER SUPPLIED:				2,966.220	MG/Yr						

AUTHORIZED CONSUMPTION

choose entry option:

BMAC	Billed Metered:	n	g	1	2,528.132	MG/Yr			
BUAC	Billed Unmetered:	n	g	2	22.738	MG/Yr			
UMAC	Unbilled Metered:	n	g	2	5.175	MG/Yr			
UUAC	Unbilled Unmetered:	n	g	3	6.377	MG/Yr	0.25%	default	

Default option selected for Unbilled Unmetered, with automatic data grading of 3

AUTHORIZED CONSUMPTION: 2,562.422 MG/Yr

WATER LOSSES

403.798 MG/Yr

Apparent Losses

Default option selected for Systematic Data Handling Errors, with automatic data grading of 3

choose entry option:

SDHE	Systematic Data Handling Errors:	n	g	3	6.377	MG/Yr	0.25%	default	
CMI	Customer Metering Inaccuracies:	n	g	2	51.700	MG/Yr	2.00%	percent	under-registration
UC	Unauthorized Consumption:	n	g	3	6.377	MG/Yr	0.25%	default	

Default option selected for Unauthorized Consumption, with automatic data grading of 3

Apparent Losses: 64.454 MG/Yr

Real Losses

Real Losses: 339.343 MG/Yr

WATER LOSSES: 403.798 MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: 415.350 MG/Yr

SYSTEM DATA

Lm	Length of mains:	n	g	6	204.5	miles	(including fire hydrant lead lengths)
Nc	Number of service connections:	n	g	5	15,499		(active *and* inactive)
	Service connection density:				76	conn./mile main	
	Are customer meters typically located at the curbstop/property line?				Yes		
Lp		n	g	10			

Average length of customer service line has been set to zero and a data grading of 10 has been applied

AOP	Average Operating Pressure:	n	g	7	53.5	psi

COST DATA

CRUC	Customer Retail Unit Charge:	n	g	7	$2.19	$/100 cubic feet (ccf)	Total Annual Operating Cost	
VPC	Variable Production Cost:	n	g	8	$235.20	$/Million gallons	$10,343,190	$/yr (optional input)

Click here to calculate carbon emissions ---> carbon

WATER AUDIT DATA VALIDITY TIER:

***** The Water Audit Data Validity Score is in Tier III (51-70). See Dashboard tab for additional outputs. *****

go to dashboard

A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY:

Based on the information provided, audit reliability can be most improved by addressing the following components:

1: Billed Metered (BMAC)
2: Billed Unmetered (BUAC)
3: Volume from Own Sources (VOS)

KEY PERFORMANCE INDICATOR TARGETS:

OPTIONAL: If targets exist for the operational performance indicators, they can be input below:

Unit Total Losses:		gal/conn/day
Unit Apparent Losses:		gal/conn/day
Unit Real Losses[A]:		gal/conn/day
Unit Real Losses[B]:		gal/mile/day

If entered above by user, targets will display on KPI gauges (see Dashboard)

Appendix C – SB X7-7 Verification and Compliance Forms

SB X7-7 Table 0: Units of Measure Used in UWMP **Water Code Section 10608.20 (e) and 10608.20(h)(1)(2)** (select one from the drop down list)
Acre Feet
The unit of measure must be consistent throughout the UWMP, as reported in Submittal Table 2-3.
NOTES:

SB X7-7 Table 2: Method for Population Estimate Water Code Section 10608.20 (e) and 10608.20(h)(1)(2)	
Method Used to Determine 2025 Population (may check more than one)	
☑	**1. Department of Finance** (DOF) or **American Community Survey** (ACS)
☐	**2. Persons-per-Connection Method**
☐	**3. DWR Population Tool**
☐	**4. Other** DWR recommends pre-review
NOTES:	

SB X7-7 Table 3: Service Area Population Water Code Section 10608.20 (e) and 10608.20(h)(1)(2)	
2025 Compliance Year Population	
2025	67,783
NOTES:	

SB X7-7 Table 4: Gross Water Use
Water Code Section 10608.20 (e) and 10608.20(h)(1)(2)

Compliance Year 2025	2025 Volume Into Distribution System This column will remain blank until SB X7-7 Table 4-A is completed.	2025 Deductions					2025 Gross Water Use
		Exported Water	Change in Dist. System Storage (+/-)	Indirect Recycled Water This column will remain blank until SB X7-7 Table 4-B is completed.	Water Delivered for Agricultural Use	Process Water This column will remain blank until SB X7-7 Table 4-D is completed.	
	9,000	-	-	-		-	**9,000**

DWR NOTES: Units of measure (AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.

NOTES:

SB X7-7 Table 4-A: Volume Entering the Distribution System(s), Meter Error Adjustment

Water Code Section 10608.20 (e) and 10608.20(h)(1)(2)

Complete one table for each source.

Name of Source	Groundwater Wells

This water source is (check one)**:**

☑	The supplier's own water source
☐	A purchased or imported source

Compliance Year 2025	Volume Entering Distribution System	Meter Error Adjustment Optional (+/-)	Corrected Volume Entering Distribution System
	9,000	-	9,000

DWR NOTES: Units of measure (AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.

Meter Error Adjustment - See guidance in Methodology 1, Step 3 of Methodologies Document

NOTES

SB X7-7 Table 4-B: Indirect Recycled Water Use Deduction (For use only by agencies that are deducting indirect recycled water)
Water Code Section 10608.20 (e) and 10608.20(h)(1)(2)

2025 Compliance Year	2025 Surface Reservoir Augmentation					2025 Groundwater Recharge					Total Deductible Volume of Indirect Recycled Water Entering the Distribution System
	Volume Discharged from Reservoir for Distribution System Delivery	Percent Recycled Water	Recycled Water Delivered to Treatment Plant	Transmission/ Treatment Loss	Recycled Volume Entering Distribution System from Surface Reservoir Augmentation	Volume Pumped from Groundwater for Distribution System Delivery	Percent Recycled Water	Recycled Water Delivered to Treatment Plant	Transmission/ Treatment Loss	Recycled Volume Entering Distribution System from Ground Water Recharge	
	-	0%	-	-	-	9,000	0%	-	-	-	-

DWR NOTES:
Units of measure (AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.
Suppliers will provide documentation to support the percentage of recycled water reported in this table.

NOTES:

SB X7-7 Table 4-C: Process Water Deduction Eligibility Water Code Section 10608.20(i) and Title 23 Section 596 (For use only by agencies that are deducting process water) Choose Only One	
☐	**Criteria 1**- Industrial water use is equal to or greater than 12% of gross water use. Complete SB X7-7 Table 4-C.1
☐	**Criteria 2** - Industrial water use is equal to or greater than 15 GPCD. Complete SB X7-7 Table 4-C.2
☐	**Criteria 3** - Non-industrial use is equal to or less than 120 GPCD. Complete SB X7-7 Table 4-C.3
☐	**Criteria 4** - Disadvantaged Community. Complete SB X7-7 Table 4-C.4
NOTES:	

SB X7-7 Table 4-C.1: Process Water Deduction Eligibility
Water Code Section 10608.20(i) and Title 23 Section 596
(For use only by agencies that are deducting process water using Criteria 1)

Criteria 1
Industrial water use is equal to or greater than 12% of gross water use

2025 Compliance Year	2025 Gross Water Use Without Process Water Deduction	2025 Industrial Water Use	Percent Industrial Water	**Eligible for Exclusion Y/N**
	9,000		0%	NO

NOTES:

SB X7-7 Table 4-C.2: Process Water Deduction Eligibility
Water Code Section 10608.20(i) and Title 23 Section 596
(For use only by agencies that are deducting process water using Criteria 2)

Criteria 2
Industrial water use is equal to or greater than 15 GPCD

2025 Compliance Year	2025 Industrial Water Use	2025 Population	2025 Industrial GPCD	**Eligible for Exclusion Y/N**
		67,783	-	NO

NOTES:

SB X7-7 Table 4-C.3: Process Water Deduction Eligibility
Water Code Section 10608.20(i) and Title 23 Section 596
(For use only by agencies that are deducting process water using Criteria 3)

Criteria 3
Non-industrial use is equal to or less than 120 GPCD

2025 Compliance Year	2025 Gross Water Use Without Process Water Deduction (Fm SB X7-7 Table 4)	2025 Industrial Water Use	2025 Non-industrial Water Use	2025 Population *Fm SB X7-7 Table 3*	Non-Industrial GPCD	**Eligible for Exclusion Y/N**
	9,000	167	8,833	67,783	116	YES

NOTES:

SB X7-7 Table 4-C.4: Process Water Deduction Eligibility
Water Code Section 10608.20(i) and Title 23 Section 596
(For use only by agencies that are deducting process water using Criteria 4)

Criteria 4
Disadvantaged Community. A "Disadvantaged Community" (DAC) is a community with a median household income less than 80 percent of the statewide average.

SELECT ONE
"Disadvantaged Community" status was determined using one of the methods listed below:

1. IRWM DAC Mapping tool https://gis.water.ca.gov/app/dacs/

☐	If using the IRWM DAC Mapping Tool, include a screen shot from the tool showing that the service area is considered a DAC.

2. California Median Income

	California Median Household Income	Service Area Median Household Income	Percentage of Statewide Average	**Eligible for Exclusion? Y/N**
☐	$100,149		0%	YES
	DWR NOTES: California median household income for 2024 as reported in US Census Bureau.			

NOTES

SB X7-7 Table 4-D: Process Water Deduction - Volume
Water Code Section 10608.20(i) and Title 23 Section 596
Complete a separate table for each industrial customer with a process water exclusion

Name of Industrial Customer		Enter Name of Industrial Customer 1			
Compliance Year 2025	Industrial Customer's Total Water Use	Total Volume Provided by Supplier	% of Water Provided by Supplier	Customer's Total Process Water Use	Volume of Process Water Eligible for Exclusion for this Customer
					-

DWR NOTES: Units of measure (AF, MG , or CCF) must remain consistent throughout the UWMP, as reported in SB X7-7 Table 0 and Submittal Table 2-3.

NOTES:

SB X7-7 Table 5: Gallons Per Capita Per Day (GPCD) Water Code Section 10608.20 (e) and 10608.20 (h)(1)(2)		
2025 Gross Water **Fm SB X7-7 Table 4**	**2025 Population Fm** **SB X7-7 Table 3**	**2025 GPCD**
9,000	67,783	**119**
NOTES:		

SB X7-7 Table 9: 2025 Compliance
Water Code Section 10608.24(d)

Actual 2025 GPCD	Optional Adjustments to 2025 GPCD (Enter "0" if Adjustment Not Used)			TOTAL Adjustments	Adjusted 2025 GPCD (Adjusted if applicable)	2020 Target	**Did Supplier Achieve Targeted Reduction for 2025?**
	Extraordinary Events (GPCD)	Weather Normalization (GPCD)	Economic Adjustment (GPCD)				
119		-	-	-	118.5353583	196	**YES**

DWR NOTES: All values are reported in GPCD
Suppliers that had a merger or consolidation since 2020 may use a population weighted average 2020 target. See Section P.1.2.1 of Appendix P.

NOTES:

Appendix D – 2025 Water Shortage Contingency Plan

Appendix E – City Ordinances

RESOLUTION NO: 22-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ESTABLISHING MONTHLY RATES TO BE CHARGED FOR WATER FURNISHED BY THE CITY FOR A FIVE-YEAR PERIOD AND REPEALING RESOLUTION 15-156 AND ALL OTHER RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, the City of Madera previously adopted Resolution 15-156 establishing rates for water furnished by the City for the period between July of 2015 and July of 2020; and

WHEREAS, the City of Madera desires to establish water rates which were based on the actual and projected costs of providing services between August of 2022 and August 2027; and

WHEREAS, the City Council considered a Rate Study analysis prepared by NBS, a firm with expertise in the analysis of municipal utility costs; and

WHEREAS, the Council has discussed the need for increased charges at various meetings and held study session meetings regarding the potential rate increase; and

WHEREAS, the City prepared and mailed a 45-day notice of public hearing to affected customers and property owners served by the City, as required by Proposition 218; and

WHEREAS, the notice of public hearing included information on how and where to protest the proposed increase in water service rates and the notice was developed in accordance with Proposition 218; and

WHEREAS, the adoption of the proposed sewer service charges is exempt from California Environmental Quality Act (CEQA) under California Public Resources Code Section 21080(b)(8); and

WHEREAS, the Council held a public hearing on July 20, 2022, and considered all written protests and public comments regarding the proposed water rates.

WHEREAS, the Council desires to proceed with the adoption of new water rates.

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 Council finds the water rates are supported by an appropriate Water Rate Study which is incorporated herein by reference.
3. The Council finds that no majority protest was presented against the proposed rates for water services.
4. Finds the adoption of the proposed water rates is exempt from CEQA under California Public Resources Code § 21080(b)(8).

5. Adopts the monthly rates for a five-year period to be charged for the use of water furnished by the City as enumerated in Attachment A to this Resolution which is incorporated herein by reference.
6. The newly adopted rates shall be made effective August 1, 2022.
7. Resolution 15-156 and all other resolutions in conflict herewith are hereby repealed.
8. This resolution is effective immediately upon adoption.

******

PASSED AND ADOPTED by the City Council of the City of Madera this 20th day of July, 2022 by the following vote:

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

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

ATTACHMENT A

Water Rate Schedule	Current Rates	Proposed Rates				
		FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Fixed Meter Charges						
Monthly Fixed Service Charges:						
5/8 inch	$16.88	$14.38	$14.52	$14.67	$14.67	$14.67
3/4 inch	$19.09	$17.26	$17.43	$17.60	$17.60	$17.60
1 inch	$23.51	$23.01	$23.24	$23.47	$23.47	$23.47
1.5 inch	$34.56	$37.38	$37.75	$38.13	$38.13	$38.13
2 inch	$47.82	$54.63	$55.18	$55.73	$55.73	$55.73
3 inch	$89.81	$100.64	$101.65	$102.67	$102.67	$102.67
4 inch	$151.69	$152.39	$153.91	$155.45	$155.45	$155.45
6 inch	$299.76	$296.15	$299.11	$302.10	$302.10	$302.10
8 inch	$542.86	$468.66	$473.35	$478.08	$478.08	$478.08
Commodity Charges						
Rate per hcf of Water Consumed:						
Non-Residential	$2.41	$2.15	$2.17	$2.19	$2.19	$2.19
Residential Uniform Rates	N/A	$2.15	$2.17	$2.19	$2.19	$2.19

Appendix F – UWMP Checklist and DWR Tables

Appendix F: UWMP Checklist 2025

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and overview	Section 6 and Section 9
x	x	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan preparation	Lay description
x	x	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan preparation	Section 2.1
x	n/a	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan preparation	Section 2.1 and Section 4
x	x	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan preparation	Section 2.2

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan preparation	Section 2.3
x	x	Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan preparation	Section 10.2.2
x	x	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan preparation	Section 2.4.2 Section 10.2.1
x	n/a	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan preparation	N/A
n/a	x	Section 2.4.1	10631(h)	Wholesale Suppliers will provide their Suppliers with identification and quantification of the existing and planned sources of water available from the Wholesale Supplier to the Supplier during various water year types.	Plan preparation	N/A

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Chapter 3.0	10631(a)	Describe the Supplier service area.	System description	Section 3.2
x	x	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System description	Section 3.3
x	x	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System description	Section 3.4
x	x	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System description	Section 3.4
x	x	Section 3.5	10631(a)	Describe the land uses within the service area… include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System description and baselines	Section 3.5
x	Optional	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System water use	Section 4.2
x	Optional	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System water use	Section 4.3.1
x	n/a	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System water use	Section 4.2.3 Section 4.3
x	n/a	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System water use	Section 4.2.4.2.1

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	n/a	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System water use	Section 4.2
x	n/a	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System water use	Section 4.2.4.2
x	n/a	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall… Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System water use	Section 4.2.4
x	x	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System water use	Section 4.2.4.2.2
n/a	x	Section 5.1	10608.36	Wholesale Suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their Retail Suppliers achieve targeted water use reductions.	Baselines and targets	N/A

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	n/a	Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: - Was considered an urban retail water supplier in 2020, - Met its 2020 target in 2020, or - Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and targets	Section 5
x	x	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	Section 6.1
x	x	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	Section 6 and Section 7

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	Section 6.2.2
x	x	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	Section 6.1 and Section 6.2.2.3
x	x	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	Section 6.2.2.1
x	x	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	Executive Summary Section 6.1 Section 7.1.1 Section 7.2.3.1
x	x	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin…	Water supplies and recycled water	Section 6.2.2.1

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	Section 6.2.2.3
x	x	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	Section 6.2.2.5
x	x	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	Section 6.2.9
x	x	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	Section 6.2.9
x	x	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	Section 6.2.7
x	n/a	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	Section 6.2.5.2

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System supplies (recycled water)	Section 6.2.5.2.2 and Section 6.2.5.3
x	x	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	Section 6.2.5.1 and Section 6.2.5.3
x	x	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	Section 6.2.5.4
x	x	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	Section 6.2.5.4
x	x	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System supplies (recycled water)	Section 6.2.5.5
x	x	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	Section 6.2.5.5
x	x	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	Section 6.2.6

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	Section 6.2.8
x	x	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System suppliers, energy intensity	Section 6.3
x		Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	Section 7.1.3
x	x	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	Section 7
x	x	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	Section 7.2.3

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	Section 7.3
x	x	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	Section 7.3
x	x	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	Section 7.3.2
x	x	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	Section 7.3.3
x	x	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	Section 7
x	x	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	Section 8 and Appendix D
x	x	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	Appendix F

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	Appendix D
x	x	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	Appendix D
x	x	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	Section 8 and Appendix D Sectrion 5.1
x	x	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	Section 8 and Appendix Dc Section 5.1
x	x	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	Appendix D Section 5.2

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	Appendix D Section 5.1
x	x	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning	Appendix D Section 5.3
x	x	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	Appendix D Section 5.1
x	x	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	Appendix D Section5.1
x	x	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency plan	Appendix D Section 5.5
x	x	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	Appendix D Section 6
x	x	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	Appendix D Section 6
x	n/a	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	Appendix D Section 7

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	Appendix D Section 8
x	x	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. *Water Shortage Emergencies*.	Water shortage contingency planning	Appendix D Section 4
x	x	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	Appendix D Section 6
x	x	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	Appendix D Sections 7 and 9
x	x	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	Appendix D Section 9.2
x	n/a	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, *Excessive Residential Water Use During Drought*.	Water shortage contingency planning	Appendix D Section 9.3

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	n/a	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	Appendix D Section 10
x	x	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	Appendix D Section 11
x	n/a	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	Appendix D Section 12
x	x	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	Appendix D Section 13
x	n/a	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	Section 9

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
n/a	x	Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand management measures	N/A
x	n/a	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	Section 10
x	x	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	Section 10.2
x	x	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 202 6.	Plan adoption, submittal, and implementation	Section 10.4
x	x	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	Section 10.5
x	x	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	Section 10.3

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	Section 10.4
x	x	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	Section 10.4
x	x	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	Section 10.4
x	x	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	Section 10.4.2
x	x	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	Section 10.6
x	x	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	Section 10.5
x	x	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	Section 10.5

Retail	Wholesale	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	2025 UWMP Location
x	x	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	N/A

Submittal Table 2-1 Retail: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
Add additional rows as needed			
CA2010002	City of Madera	15,499	9,000
	Total	15,499	9,000

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES: Municipal connections include all connections metered or unmetered, including construction, recycled, and emergency water service connections. Volume of Water Supplied includes all water into the system, without correction for losses.

Submittal Table 2-2: Plan Identification		
Select One	**Type of Plan**	**Name of Regional Alliance or RUWMP** (Drop Down List)
☑	**Individual UWMP**	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
☐	**Regional Urban Water Management Plan (RUWMP)**	
	If Supplier selected RUWMP, select name from the drop-down.	
NOTES:		

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 2-4 Retail: Water Supplier Information Exchange **Water Code Section 10631(h)**
The retail Supplier has informed the following wholesale supplier(s) of projected water use.
Wholesale Water Supplier Name
Add additional rows as needed
N/A
NOTES:

10631(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available.

Submittal Table 3-1 Retail: Population - Current and Projected Water Code Section 10631(a)						
Population Served	2025	2030	2035	2040	2045	2050(opt)
	67,783	68,702	69,136	69,284	69,031	68,686
NOTES: [1] Population Served is defined as the population served by the distribution system. Population projections provided by Department of Finace population tool						

CWC 10631(a) describe the current and projected population of the service area including current and projected population…

Submittal Table 4-1 Retail: Total Uses for Potable and Non-Potable Water — Actual
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family	Includes residential landscaping	Potable	4,491
Multi-Family	Includes residential landscaping	Potable	1,200
Commercial	Institutional also includes schools	Potable	1,283
Industrial		Potable	167
Landscape		Potable	479
Other (optional)		Potable	0
Distribution System Water Loss	Accounts for real and apparent losses	Potable	1,380
		Subtotal Potable	9,000
		Subtotal Non-Potable	0
		Total	9,000

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES: The 2025 City of Madera Water Loss Audit has not been prepared as of the date of this report. Total loss volume sho

Submittal Table 4-2 Retail: Total Uses for Potable, and Non-Potable Water — Projected
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	**2030 (AF)**	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 opt (AF)**
Add additional rows as needed.							
Single Family	Includes residential landscaping		6,712	6,755	6,769	6,744	
Multi-Family	Includes residential landscaping		1,793	1,804	1,808	1,802	
Commercial	Includes schools		2,150	2,164	2,168	2,160	
Industrial			91	281	281	280	
Landscape			803	808	810	807	
Other (optional)			0	0	0	0	
Distribution System Water Loss			2,313	2,328	2,333	2,324	
		Subtotal Potable	0	0	0	0	0
		Subtotal Non-Potable	0	0	0	0	0
		Total	13,862	14,139	14,170	14,118	0

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? **Drop down list (y/n)**	Yes
If "Yes" to above, **state the section or page number**, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. ***Optional*** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	Section 4.3
Are Lower Income Residential Demands Included In Projections? **Drop down list (y/n)**	Yes
Optional If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	
DWR NOTES: Additional guidance is provided in Appendix K.	
NOTES:	

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA2010002	**2020**	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
DWR NOTES: Suppliers will provide a link to the WUEdata submittals of their Water Loss Audit Reports.		
NOTES:		

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard
Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
Add additional rows as needed.											
CA2010002	Yes	14.00	Gallons per Service Connection per Day (GPSCD)	15499	1041.477909	60.0	23.2	Gallons per Service Connection per Day (GPSCD)	15499	197.8170719	11.4
								Gallons per Service Connection per Day (GPSCD)			
								Gallons per Service Connection per Day (GPSCD)			
Water Board's Calculated Water Loss Standards											

DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss **MUST** remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.

NOTES:

CWC 10631(d)(3)(C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress Water Code Section 10608.40						
☐	**Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.**					
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	**Only for suppliers that did not meet the Target in 2020** **See DWR NOTES below.**	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	196	119	Yes		NA

DWR NOTES:
Suppliers calculating a 2025 GPCD will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies.
Suppliers that were part of a merger or consolidation since 2020 see Chapter 5 and Appendix P for guidance.
NA=Not Applicable

NOTES:

Submittal Table 6-1 Retail: Groundwater Volume Pumped
Water Code Section 10631(4) and 10631(4)(c)

☐	Check the box if the Supplier does not pump groundwater. Proceed to the next table.
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)

Groundwater Type **Drop Down List** May use each category multiple times	Potable or Non-Potable (OPTIONAL) **Drop down list**	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Add additional rows as needed							
Alluvial Basin		Madera Subbasin 5-22.06	9,274	9,396	8,772	9,348	9,000
		Total	9,274	9,396	8,772	9,348	9,000

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area Water Code Section 10633(a)				
☐	Check the box if there is no wastewater collection system. Proceed to the next table.			
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)			
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)			
Wastewater Collection			**Recipient of Collected Wastewater**	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
Add additional rows as needed				
City of Madera	Metered	5,920	Madera WWTF, Place ID 273123	Yes
Total Wastewater Received from UWMP Service Area in 2025:		5,920		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. **Additional Guidance**: See Appendix M, Section M.21 for detailed guidance on this table.				
NOTES:				

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area
Water Code Section 10633(b)

☐	**Check the box if no wastewater is treated or disposed of within the UWMP service area.** Proceed to the next table.

Wastewater Treatment Plant Name and Place ID Number **Drop down list**	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) **Drop down list**	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	**2025 Outcomes of Treated Wastewater**										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Name of other entity
Add additional rows as needed														
Madera WWTF, Place ID 273123	Yes	5920	5,920		-		-		0		0		0	
Total		5,920	5,920		0		0		0		0		0	

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
IPR: Indirect Potable Reuse would have the treatment level of its end use requirement in the Level of Treatment drop-down.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area
Water Code Section 10633 (c),(d),(e)

☑	Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	N/A
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	N/A
Volume of Supplemental Water Added in 2025 (OPTIONAL) :	0
Source of 2025 Supplemental Water (OPTIONAL) :	N/A

Use Type **Drop down list**	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	**Potential Recycled Water Use**	
									Volume	Narrative page number (OPTIONAL)
Add additional rows as needed										
		N/A	0	0	0	0	0	0	0	
Subtotal Potable			0	0	0	0	0	0	0	
Subtotal Non-Potable			0	0	0	0	0	0	0	
Total			0	0	0	0	0	0	0	0

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.
Potential recycled water use: a description of the feasibility of these uses must be included in the narrative.
Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.

NOTES:

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual
Water Code Section 10633(e)

☑	Check the box if recycled water was not used in 2025 nor previously projected for use in 2020. Proceed to the next table.

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Add additional rows as needed		
	0	0
Total	0	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use
Water Code Section 10633(f)

☐	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.
	Provide page location of narrative in the UWMP

Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Add additional rows as needed			
On-site recycled water development	Assist commercial and industrial customers with developming recycled water on-site	On-going	Unknown
Grant funding opportunities for recycled water projects	See funding for capital projects if economics of recycled water improve	Unknown	Unknown
		Total (AF)	0
		Unit Conversion to AF	0

DWR NOTES:
Units of measure (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
The unit conversion to Acre Feet addresses the Water Code's requirement that this value be provided in acre-feet.

NOTES:

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs
Water Code Section 10631(f)

☐	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.
☐	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.
	Provide page location of narrative in the UWMP

Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Planned Implementation Year	Planned for Use in Year Type **Drop Down List**	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
Add additional rows as needed							
New Groundwater Wells, per WSMP; see 2014 Water System Master Plan	No	N/A	Expansion of City water system to support anticipated growth. Twenty-two new groundwater wells per WSMP		2020 through 2050	All Year Types	53,200

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 6-8 Retail: Water Supplies — Actual
Water Code Section 10631(b)

Water Supply	Additional Description (as needed)	2025		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed				
Groundwater (not desalinated)	Madera Subbasin 5-22.06	Potable	9,000	
		Subtotal Potable	9,000	0
		Subtotal Non-Potable	0	0
		Total	9,000	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Add additional rows as needed												
Groundwater (not desalinated)	Madera Subbasin 5-22.06	Potable	13,862		14,139		14,170		14,118			
Subtotal Potable			13,862	0	14,139	0	14,170	0	14,118	0	0	0
Subtotal Non-Potable			0	0	0	0	0	0	0	0	0	0
Total			13,862	0	14,139	0	14,170	0	14,118	0	0	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

Optional Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats	
		☐	Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** [insert location from UWMP]
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	**% of Average Supply**
Average Year	2002	11,868	100%
Single-Dry Year	2013	11,327	95%
Consecutive Dry Years 1st Year	2012	11,742	99%
Consecutive Dry Years 2nd Year	2013	11,327	95%
Consecutive Dry Years 3rd Year	2014	10,635	90%
Consecutive Dry Years 4th Year	2015	9,313	78%
Consecutive Dry Years 5th Year	2016	9,203	78%

DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table.
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.

NOTES:

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison Water Code Section 10635 (a)					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals (autofill from Submittal Table 6-9 R)	13,862	14,139	14,170	14,118	0
Use totals (autofill from Submittal Table 4-2 R)	13,862	14,139	14,170	14,118	0
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison Water Code Section 10635(a)					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals	13,231	13,495	13,524	13,474	
Use totals	13,231	13,495	13,524	13,474	
Surplus/(shortfall)	0	0	0	0	
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison
Water Code Section 10635(a)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	13,715	13,989	14,019	13,968	
	Use totals	13,715	13,989	14,019	13,968	
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Second year	Supply totals	13,231	13,495	13,524	13,474	
	Use totals	13,231	13,495	13,524	13,474	
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Third year	Supply totals	12,422	12,670	12,698	12,651	
	Use totals	12,422	12,670	12,698	12,651	
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fourth year	Supply totals	10,878	11,095	11,119	11,079	
	Use totals	10,878	11,095	11,119	11,079	
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fifth year	Supply totals	10,750	10,964	10,988	10,948	
	Use totals	10,750	10,964	10,988	10,948	
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)	
2026	**Total**
Total Water Use (AF)	9,972
Total Supplies (AF)	9,972
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	0
WSCP - use reduction savings benefit (AF)	106
Revised Surplus/(shortfall)	106
2027	**Total**
Total Water Use (AF)	10,945
Total Supplies (AF)	10,945
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	0
WSCP - use reduction savings benefit (AF)	499
Revised Surplus/(shortfall)	499
2028	**Total**
Total Water Use (AF)	11,917
Total Supplies (AF)	11,917
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	0
WSCP - use reduction savings benefit (AF)	1,238
Revised Surplus/(shortfall)	1,238
2029	**Total**
Total Water Use (AF)	12,890
Total Supplies (AF)	12,890
Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	0
WSCP - use reduction savings benefit (AF)	2,775
Revised Surplus/(shortfall)	2,775
2030	**Total**
Total Water Use (AF)	13,862
Total Supplies (AF)	13,862

Surplus/Shortfall w/o WSCP Action	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	0
WSCP - use reduction savings benefit (AF)	3,113
Revised Surplus/(shortfall)	3,113
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels Water Code Section 10632(a)(3)(B)			
☑	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.		
Standard Shortage Levels	**Percent Shortage Range**	**Suppliers Shortage Levels**	**Percent Shortage Range**
1	Up to 10%	Up to 10%	0-10%
2	Up to 20%	Up to 20%	10-20%
3	Up to 30%	Up to 30%	20-30%
4	Up to 40%	Up to 40%	30-40%
5	Up to 50%	Up to 50%	40-50%
6	>50%	>50%	>50%
NOTES:			

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions Water Code Section 10632(a)(4)(A),(C) and (E)				
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
Add additional rows as needed				
5 or 6	New Recycled Water	Percentage	Up to 15%	The City could consider treating wastewater effluent and distributing it for use in lieu of potable water.
6	Stored Emergency Supply	Percentage	10%	The City could consider utilizing above ground storage tanks and store non-potable supplies for emergency non-potable demand purposes such as fire suppression.
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				
NOTES:				

Submittal Table 8-3 Retail: Demand Reduction Actions
Water Code Section 10632(a)(4)(B),(D), and (E)

	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
Add additional rows as needed					
1	Landscape - Limit landscape irrigation to specific times	Percentage	9%	Water times are limited to between the hours of 7pm and 10am	Yes
2	Landscape - Limit landscape irrigation to specific days	Percentage	8%	Even-numbered addresses can water on Wednesday, Friday, and Sunday; Odd-numbered addresses can water on Tuesday, Thursday, and Saturday only.	Yes
2	Landscape - Limit landscape irrigation to specific times	Percentage	9%	Water times are limited to between the hours of 7pm and 10am	Yes
3	Landscape - Limit landscape irrigation to specific days	Percentage	16%	Even-numbered addresses can water on Wednesday and Sunday; Odd-numbered addresses can water on Tuesday and Saturday only.	Yes
3	Landscape - Limit landscape irrigation to specific times	Percentage	9%	Water times are limited to between the hours of 7pm and 10am	Yes
3	Increase Water Waste Patrols	Percentage	2%		Yes
4	Landscape - Limit landscape irrigation to specific days	Percentage	24%	Even-numbered addresses can water on Sunday only; Odd-numbered addresses can water on Saturday only.	Yes
4	Landscape - Limit landscape irrigation to specific times	Percentage	9%	Water times are limited to between the hours of 7pm and 10am	Yes
4	Increase Water Waste Patrols	Percentage	2%		Yes
4	Reduce System Water Loss	Percentage	1%		Yes
4	Expand Public Information Campaign	Percentage	1%		Yes
4	Implement or Modify Drought Rate Structure or Surcharge	Percentage	2%		Yes
5	Landscape - Limit landscape irrigation to specific days	Percentage	28%	Even-numbered addresses can water on Sunday only; Odd-numbered addresses can water on Saturday only. Water can only be accomplished via drip irrigation or hand watering.	Yes
5	Landscape - Limit landscape irrigation to specific times	Percentage	9%	Water times are limited to between the hours of 7pm and 10am	Yes
5	Increase Water Waste Patrols	Percentage	2%		Yes
5	Reduce System Water Loss	Percentage	1%		Yes
5	Expand Public Information Campaign	Percentage	1%		Yes
5	Decrease Line Flushing	Percentage	1%		Yes
5	Implement or Modify Drought Rate Structure or Surcharge	Percentage	5%		Yes
6	Landscape - Prohibit all landscape irrigation	Percentage	39%	All outdoor application of irrigation other than for edible crops specifically for personal consumption shall be eliminated.	Yes
6	Increase Water Waste Patrols	Percentage	2%		Yes
6	Expand Public Information Campaign	Percentage	1%		Yes
6	Reduce System Water Loss	Percentage	1%		Yes
6	Decrease Line Flushing	Percentage	1%		Yes
6	Implement or Modify Drought Rate Structure or Surcharge	Percentage	7%		Yes

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

Submittal Table 10-1 Retail: Notification to Cities and Counties Water Code Section 10621(b) and 10642		
City Name	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
Madera Irrigation District	Yes	Yes
City of Chowchilla	Yes	Yes
City of Madera Groundwater	Yes	Yes
County Name **Drop Down List**	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Add additional rows as needed		
Madera County	Yes	Yes
NOTES:		

Appendix G – Adoption Resolution

Appendix H – Public Notice Documentation

The Madera Tribune
P.O. Box 269, Madera, Ca 93639
Ph: 559-674-2424 | Fax: 559-673-6526 | legals@maderatribune.net

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA)
County of Madera) ss.

NOTICE OF PUBLIC HEARING

CITY OF MADERA | PUBLIC WORKS DEPARTMENT

REF. NO. 1044

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the Madera Tribune, a newspaper of general circulation, published in the City of Madera, County of Madera, and which newspaper has been adjudged a newspaper of General circulation by the Superior Court of the County of Madera, State of California, under the date of November 9, 1966, Case Number 4875 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

PUBLISHED ON: OCTOBER 7, 14, 2026

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated: OCTOBER 14, 2026

Christy Lopez
Signature

NOTICE OF PUBLIC HEARING

Notice is hereby given that on Wednesday, the 21st day of October 2026, in the Council Chambers of Madera City Hall, 205 W. 4th St., Madera, California, at the hour of 6:00 pm, the City Council of the City of Madera will hold a public hearing to consider the following matters:

1. **CITY OF MADERA 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN**

   A public hearing will be held to take testimony on and consider adoption of the City of Madera 2025 Urban Water Management Plan and Water Shortage Contingency Plan, as required by the California Water Code section 10642 and 10608. Copies of the 2025 Urban Water Management Plan and Water Shortage Contingency Plan are available to the public for inspection at 1030 South Gateway, Madera, CA 93637.

Pursuant to Section 65009 of the Government Code of the State of California, notice is hereby given that if any of the foregoing projects or matters is challenged in Court, such challenge may be limited to only those issues raised at the public hearing, or in written correspondence delivered to the City Council at or prior to the public hearing. For information on this project, please contact the Public Works Department, at (559) 661-5466 or via e-mail at publicworksinfo@madera.gov.

Si usted tiene preguntas, comentarios o necesita ayuda con interpretación, favor de llamar el Departamento de Obras Públicas al (559) 661-5466.

Dated: September 30, 2026

Alicia Gonzales
City Clerk

No. 1044 - October 7, 14, 2026

ATTACHMENT 2

Resolution Adopting the Water Shortage Contingency Plan

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE CITY'S WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, the California Water Code requires urban water suppliers to include a Water Shortage Contingency Plan (WSCP), which is an appendix to but considered a separate plan from the Urban Water Management Plan (UWMP); and

WHEREAS, the WSCP addresses levels of action to be undertaken by the City in response to water supply shortages, including a more than 50 percent reduction in water supply in severe drought conditions, and outlines mandatory prohibitions, consumption reduction methods, response actions, communication protocols, and compliance and enforcement measures applicable to each shortage stage; and

WHEREAS, the WSCP has been updated to align with the requirements of DWR's 2025 UWMP Guidebook; and

WHEREAS, on December 17, 2025, the City Council approved a contract with Provost & Pritchard Consulting Group for the preparation of the UWMP and WSCP; and

WHEREAS, the City, in compliance with said legislation, drafted the WSCP and circulated it for public review and held a duly noticed public hearing; and

WHEREAS, the public hearing was held before the City Council on November 18, 2026.

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

1. The above recitals are true and correct.

2. The Water Shortage Contingency Plan, a copy of which is on file in the office of the City Clerk, attached hereto and incorporated by reference, is hereby adopted.

3. The Director of Public Works is hereby authorized and directed to file the Water Shortage Contingency Plan with the California Department of Water Resources.

4. This Resolution is effective immediately upon adoption.

****

CITY OF MADERA

WATER SHORTAGE CONTINGENCY PLAN

MADERA, CA
NOVEMBER 2026

PREPARED FOR:
City of Madera
Madera, CA

PREPARED BY:
PROVOST & PRITCHARD CONSULTING GROUP
455 W FIR AVENUE, CLOVIS, CA 93611

PROVOST&
PRITCHARD

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Report Prepared for:
City of Madera
205 West Fourth Street
Madera, CA 93637

Contact:
John Botwright
(559) 661-5466

Report Prepared by:
Provost & Pritchard Consulting Group
Nicholas Jacobson, PE
Brittney Darnell
QA/QC : Heather Bashian, PE

Contact:
Nicholas Jacobson
(559) 449-2700



DATE SIGNED_____

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APPENDICES

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Appendix C – Adoption Resolution

ABBREVIATIONS

AF ..... acre-feet
City ..... City of Madera
Code ..... City of Madera Code of Ordinances
CWC ..... California Water Code
DPW ..... City of Madera, Department of Public Works
DRA ..... Drought Risk Assessment
DWR ..... Department of Water Resources
gpm ..... gallons per minute
Guidebook ..... 2025 Urban Water Management Plan Guidebook for Urban Water Suppliers
LHMP ..... Local Hazard Mitigation Plan
Plan ..... Water Shortage Contingency Plan
SGMA ..... Sustainable Groundwater Management Act
UWMP ..... Urban Water Management Plan
UWMPA ..... Urban Water Management Planning Act
WSCP ..... Water Shortage Contingency Plan

DEFINITIONS

The following words and phrases whenever used in the Water Shortage Contingency Plan will have the meaning defined in this Section:

City means the City of Madera.

Customer means any person, business, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, or any other user of water provided by the City of Madera.

Drought will mean any shortage in water supply based upon expected demands that are caused by hydrological, environmental, legislative, judicial actions, or by infrastructure failure.

Normal Water Supply is defined as sufficient water supply to meet the unconstrained water demand of the preceding three years, averaged.

Waste means among other things, violations of the restrictions set forth in this policy at each specific response level.

Water Conservation means the efficient management of water resources for beneficial uses, preventing waste, or accomplishing additional benefits with the same amount of water.

Water will refer to potable water, unless otherwise specified.

WSCP refers to the City of Madera's Water Shortage Contingency Plan contained herein and as readopted or amended from time to time.

1 PURPOSE OF PLAN

Legal Requirements:

CWC §10632.3 *It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.*

The Urban Water Management Planning Act (UWMPA) requires that the Urban Water Management Plan (UWMP) include an urban water shortage contingency analysis that addresses levels of action to be undertaken by the urban water supplier in response to water supply shortages, including a more than 50 percent reduction in water supply and an outline of specific water supply conditions which are applicable to each stage. In addition to the stages of action, the City of Madera (City) is required to develop mandatory prohibitions against specific water use during shortages and consumption reduction methods in the most restrictive stages.

This Water Shortage Contingency Plan (WSCP or Plan) was prepared according to the California Water Code (CWC) Section 10632 and 10635, as set forth in the 2025 Urban Water Management Plan Guidebook for Urban Water Suppliers (Guidebook) (Department of Water Resources, 2026) established by the Department of Water Resources (DWR), and includes the requirements listed in Table 1-1.

Table 1-1. WSCP Requirements

TOPIC	WSCP LOCATION
Water Supply Reliability Analysis	Section 2
Annual Assessment Procedures	Section 3
Water Shortage Stages (Levels)	Section 4
Shortage Response Actions	Section 5
Communication Protocols	Section 6
Compliance and Enforcement	Section 7
Legal Authority	Section 8
Financial Consequences of WSCP	Section 9
Monitoring and Reporting	Section 10
WSCP Refinement Procedures	Section 11
Special Water Feature Distinction	Section 12
Plan Adoption, Submittal, and Availability	Section 13

2 WATER SUPPLY RELIABILITY ANALYSIS

Legal Requirements:

§10632(a)(1) *The analysis of water supply reliability conducted pursuant to §10635.*

2.1 FINDINGS RELATED TO WATER SUPPLY RELIABILITY

As discussed in the City's 2025 UWMP (Provost & Pritchard Consulting Group, 2026), the City's groundwater supply is reliable to meet demands. Table 2-1, Table 2-2, and Table 2-3 summarize the normal, single-dry, and multiple dry year supply and demand comparisons shown in the 2025 UWMP, respectively. As discussed in the UWMP, the groundwater supplies are sufficient to meet demands; therefore, no supply shortage is anticipated during a normal or dry year scenario.

Table 2-1. Normal Year Supply and Demand Comparison (DWR UWMP Submittal Table 7-2)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Supply totals	13,862	14,139	14,170	14,118
Use totals	13,862	14,139	14,170	14,118
Surplus/(shortfall)	0	0	0	0

Table 2-2. Single-Dry Year Supply and Demand Comparison (DWR UWMP Submittal Table 7-3)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
Supply totals	13,231	13,495	13,524	13,474
Use totals	13,231	13,495	13,524	13,474
Surplus/(shortfall)	0	0	0	0

Table 2-3. Multiple-Dry Year Supply and Demand Comparison (DWR UWMP Submittal Table 7-4)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)
First year	Supply totals	13,715	13,989	14,019	13,968
	Use totals	13,715	13,989	14,019	13,968
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Second year	Supply totals	13,231	13,495	13,524	13,474
	Use totals	13,231	13,495	13,524	13,474
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Third year	Supply totals	12,422	12,670	12,698	12,651
	Use totals	12,422	12,670	12,698	12,651
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Fourth year	Supply totals	10,878	11,095	11,119	11,079
	Use totals	10,878	11,095	11,119	11,079
	Surplus/(shortfall)	**0**	**0**	**0**	**0**
Fifth year	Supply totals	10,750	10,964	10,988	10,948
	Use totals	10,750	10,964	10,988	10,948
	Surplus/(shortfall)	**0**	**0**	**0**	**0**

In dry years, it is anticipated the City may enact various levels of water conservation measures or be mandated to do so by the State of California. In those instances, the demand totals will reduce for various dry years, and the supply will match the reduced demand.

2.1.1 DROUGHT RISK ASSESSMENT

The Drought Risk Assessment (DRA) for the City has been prepared based on the next five years' (2026-2030) supplies and demands and the supply impacts seen during the 2012-2016 drought period. This requires the City to evaluate whether they can accommodate another historic drought if it were to begin in 2026. Table 2-4 summarizes the five year drought risk assessment analysis.

Table 2-4. Five Year Drought Risk Assessment (DWR UWMP Submittal Table 7-5)

YEAR	WITHOUT WSCP ACTIONS			PLANNED WSCP ACTIONS		
	TOTAL WATER USE	TOTAL SUPPLIES	SURPLUS/ SHORTFALL W/O WSCP ACTIONS	SUPPLY AUGMENTATION BENEFIT	USE REDUCTION SAVINGS BENEFIT	REVISED SURPLUS/ SHORTFALL
2026	9,972	9,972	0	0	106	106
2027	10,945	10,945	0	0	499	499
2028	11,917	11,917	0	0	1,238	1,238
2029	12,890	12,890	0	0	2,775	2,775
2030	13,862	13,862	0	0	3,113	3,113

2.2 KEY ISSUES CREATING A SHORTAGE CONDITION

When considering a water system solely dependent on groundwater, the issues creating a shortage condition include aquifer adjudication or limitation, mandated water demand reduction as a result of other supply source shortages throughout the region, or emergency shortages. This Plan is not only responsive to drought conditions but to various conditions that could cause a water supply shortage including regulations, water quality changes, or emergency situations. Currently, there are no groundwater pumping restrictions established as part of the Sustainable Groundwater Management Act (SGMA).

The following section identifies potential key issues that could create shortage conditions that the City is actively monitoring.

Groundwater Restrictions, Regulations or Limitations

The groundwater supplies are not withdrawn from a groundwater aquifer that is adjudicated, but that could change and the implementation of SGMA could have an impact on the quantity of water the City can utilize each year. Additionally, if groundwater levels continue to decline, the City's wells could become inoperable due to groundwater elevation, creating a temporary water shortage until the City is able to modify the well or construct a new one. The City has a redundant network of wells, limiting the impact of one or even two wells becoming inoperable for a period.

Groundwater Quality

The quality of the groundwater supply the City relies upon is reasonably consistent. Constituents of concern discussed in the UWMP have not been a significant issue for the City. However, if new regulations are put into place concerning a new constituent or more stringent standards for an existing

constituent, one or more groundwater wells could temporarily or permanently be removed from use by the City, thereby potentially necessitating implementation of the WSCP. Additionally, intentional, or accidental point contamination is also an item of concern that could temporarily impact water supply and may necessitate the implementation of this WSCP.

Emergency Shortage

In the instance the City experiences a natural or manmade disaster, such as an earthquake or fire, one or more wells could be impacted and the implementation of the WSCP could be necessary. The City's well network is designed to account for one or more well disruptions with the other wells providing the redundancy to maintain the City's level of service. The City has additional protections in place to mitigate the impact of disasters and continue to provide potable water supplies to its service area, such as emergency generators; however, if there is an impact to procuring fuel, those protections might also be compromised.

3 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

Legal Requirements:

> ***CWC §10632(a)(2)*** *The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:*
>
> *(A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.*
>
> *(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply Decision Making Process reliability for the current year and one dry year, including all of the following:*
>
> *(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.*

The City's Department of Public Works (DPW) is responsible for reviewing current data and implementing an appropriate water shortage stage in accordance with Madera Code of Ordinances (Code). The DPW's evaluation and determination is to be based on public welfare and safety or to comply with regulatory requirements set forth by the State of California. California's State Water Code require that a WSCP include a total of six progressive stages to be referenced if deemed necessary. Therefore, this Plan will reference and expand on the existing Code of Ordinances.

3.1 DATA INPUT AND ASSESSMENT METHODOLOGY

3.1.1 CURRENT WATER DEMANDS

Legal Requirements:

> ***§10632(a)(2)(B)(i)*** *Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.*

Table 3-1 and Table 3-2 summarize the actual and projected water uses for years 2025 through 2045, as discussed in the 2025 UWMP. The projected demands utilize per capita demand estimates and projected population shown in the UWMP, separated by use types.

Table 3-1. Use for Potable and Non-Potable Water (DWR UWMP Submittal Table 4-3 and 4-4)

USE TYPE	ACTUAL 2025 WATER USE	PROJECTED WATER USE (AF)			
		2030	2035	2040	2045
Single Family	4,491	6,712	6,775	6,769	6,744
Multi-Family	1,200	1,793	1,804	1,808	1,802
Commercial	1,283	2,150	2,164	2,168	2,160
Industrial	167	91	281	281	280
Landscape	479	803	808	810	807
Other (optional)	0	0	0	0	0
Distribution System Water Loss [1]	1,380	2,313	2,328	2,333	2,324
	9,000	**13,862**	**14,139**	**14,170**	**14,118**

Table 3-2. Total Water Use (Potable and Non-Potable)

DEMAND USE	2025	2030	2035	2040	2045
Potable Water, Raw, Other, Non-Potable	9,000	13,862	14,139	14,170	14,118
Recycled Water	0	0	0	0	0
Total Water Demands	**9,000**	**13,862**	**14,139**	**14,170**	**14,118**

3.1.2 QUANTIFICATION OF WATER SUPPLY

Legal Requirements:

§10632(a)(2)(B) *The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:*

(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.

(v) A description and quantification of each source of water supply.

Table 3-3 provides the projected reasonably available water supply available to the City for five-year increments from 2030 through 2045. The groundwater supply is used to meet City demands; the City will continue to receive raw surface water supplies and use them for intentional recharge. As the raw water supplies are not used within the City's water system, they are not quantified as a supply for use in meeting demands. Recharge is further discussed in the UWMP. However, the City's efforts to recharge surface water and treated wastewater supplies offsets their groundwater extraction and the groundwater supplies are expected to be sustainable.

Table 3-3. Water Supplies (DWR UWMP Submittal Tables 6-8 and 6-9)

WATER SUPPLY	ADDITIONAL DETAILS ON WATER SUPPLY	2025		2030	2035	2040	2045
		ACTUAL VOLUME (AF)	WATER QUALITY	REASONABLY AVAILABLE VOLUME (AF)			
Groundwater (not desalinated)	Madera Subbasin 5-22.06	9,000	Potable	13,862	14,139	14,170	14,118
Total		**9,000**		**13,862**	**13,139**	**14,170**	**14,118**

3.1.3 EXISTING INFRASTRUCTURE CONSTRAINTS

Legal Requirements:

§10632(a)(2) *The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:*

(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:

(iii) Existing infrastructure capabilities and plausible constraints.

The City's infrastructure consists of 18 active groundwater wells that are responsible for supplying the City's water supply from the Madera Subbasin; the capacity of the active wells is 19,700 gallons per minute (gpm) which equates to approximately 31,760 acre-feet (AF) per year or more than double the 2045 projected demands, indicating a supply surplus. Since the City and regional area are growing,

although it is projected to be at a slow rate, it is anticipated that growth in infrastructure will be needed in the coming years.

Catastrophic events such as prolonged drought or seismic activity can cause damage to a system's ability to supply water adequately and safely to its end users. This also includes water delivery and use for health and human safety (e.g., fire prevention, medical clinics, etc.). Planning for system failures can include, but is not limited to, the following:

- Maintaining above ground water storage tanks
- Providing back-up power for groundwater pumping (e.g., electric, diesel, propane, etc.)
- Understanding and quantifying system duplication
- Groundwater wells dedicated for emergency use only

4 STANDARD WATER SHORTAGE STAGES

Legal Requirements:

> ***§10632(a)(3)(A)*** *Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.*

The City has a Municipal Water Conservation Ordinance including base-level prohibitions on water waste not associated with a triggering stage as well as six triggering stages (Ordinance 944 C.S., see Appendix A). The City's ordinance stages are identified as "Drought Levels A-F" which correlate to the WSCP Water Shortage Stages 1-6, respectively. The present structure of Ordinance 944 C.S. will be maintained; however, it will be updated with additional conservation measures to correlate with the discussion provided in this WSCP. The most current version of the Ordinance will be utilized in conjunction with this WSCP, in times of water shortage.

The water shortage levels in the WSCP are defined based on the percent reduction in available water supply, or water supply production capacity, when compared to a typical year. Each water shortage level has an accompanying goal for water consumption reduction varying from 10 percent to more than 50 percent as shown in Table 4-1.

The DPW is responsible for evaluating and declaring a Shortage Stage and reserves the right to do so at any time according to the City's Municipal Code (§5-5.13) (City of Madera, 2020). The DPW staff may declare a Shortage Stage for a variety of reasons including: loss of production capacity due to system failure or power failure, State or local emergency declaration, lowering of groundwater levels, occurrence of water supply contamination, or catastrophic events impacting the water system. Each reason may result in Stages 1 through 6, depending on severity.

Table 4-1. Water Shortage Stages (DWR WSCP Submittal Table 8-1)

SHORTAGE STAGE	PERCENT SUPPLY	WATER SUPPLY CONDITION
1	<10%	Available water production is up to 10% less than the estimated monthly demand.
2	10-20%	Available water production is up to 20% less than the estimated monthly demand.
3	20-30%	Available water production is up to 30% less than the estimated monthly demand.
4	30-40%	Available water production is up to 40% less than the estimated monthly demand.
5	40-50%	Available water production is up to 50% less than the estimated monthly demand.
6	>50%	Available water production is greater than 50% less than the estimated monthly demand.

5 SHORTAGE RESPONSE ACTIONS

5.1 DEMAND REDUCTION

Legal Requirements:

§10632(a)(4) *Shortage response actions that align with the defined shortage levels.*

The first step in a demand reduction program is to reduce the strain on the water system during peak demand hours which is part of the City's year-round water conservation efforts. The presently adopted version of City Ordinance 944 C.S. (see Appendix A) modifies a portion of Chapter 5-5.13 in the City's Municipal Code to prohibit water waste at all stages and includes other specifics of base conservation including restricted hours of irrigation and ways to encourage minimal methods of watering. This ordinance will be updated following adoption of this WSCP to match the reduction methods described herein. The City also maintains a penalty system with penalties that range from a warning to fines to flow restrictors or discontinuance of service.

The following section provides additional details regarding restrictions imposed by the six water shortage stages implemented during periods of drought or water supply interruption.

Any person found violating any portion of mandatory compliance will be subject to penalties. All persons, customers, and property within the limits of the City shall not commit water waste as identified in the City's Code §5-5.13.

The City continues to strive to implement water conservation measures year-round. As good stewards of the available groundwater supplies and to ensure that groundwater supplies continue to be a reliable source, the City implements several water use reduction measures year-round without a Shortage Stage declaration (base reductions). The base reductions are implemented year-round to ensure that the City's water supply is consistently protected and monitored, and that City Ordinance 944 C.S. is fully implemented. These measures are as listed below.

Wasting water, as determined by the DPW, includes:

- The wasting of water due to damaged or faulty mechanical equipment.
- The discharge of water due to leaking, dripping, or other water wasting from all connections, faucets, hydrants, pipes, outlets, and plumbing fixtures.
- Use of water through any hose, pipe, or other discharge for the purpose of watering gardens, trees, lawns, flowers, or plants or for other irrigation or agricultural purposes without the use of a restricting nozzle or sprinkling device.
- Use of water that allows for water to run or waste from his or her property onto a city street to such an extent that water shall flow in the street gutter excessively beyond the frontage of the property occupied by such person; nor to flow excessively off of the occupied property into the street gutter; nor to continuously fall upon a public right-of-way or adjoining property such as to significantly contribute to the gutter flow; nor to excessively flow onto, or continuously fall upon, adjoining properties or an alley.

5.1.1 STAGE 1: (UP TO 10% REDUCTION OF NORMAL WATER SUPPLY)

Stage 1 is a mandatory water shortage reduction stage and correlates to Level A of the City's Ordinance 944 C.S. All actions listed below are in addition to the base reductions unless a stricter restriction applies and is noted.

- All outdoor irrigation shall occur only between the hours of 7 p.m. and 10 a.m. on designated days. Various exceptions exist, as noted in the City's Ordinance.

5.1.2 STAGE 2: (UP TO 20% REDUCTION OF NORMAL WATER SUPPLY)

Stage 2 is a mandatory shortage reduction stage and correlates to Level B of the City's Municipal Code §5-5.13. All actions listed below are in addition to the previous stages unless a stricter restriction applies and is noted.

- Dwellings or establishments with even-numbered street addresses shall water only on Wednesday, Friday, and Sunday between the hours of 7 p.m. and 10 a.m..
- Dwellings or establishments with odd-numbered street addresses shall water only on Tuesday, Thursday, and Saturday between the hours of 7 p.m. and 10 a.m..
- Monday will be a non-watering day, unless an approved or conditionally approved exemption is on file with the Public Works Department.

5.1.3 STAGE 3 (UP TO 30% REDUCTION OF NORMAL WATER SUPPLY)

Stage 3 is a mandatory shortage reduction stage and correlates to Level C of the City's Municipal Code §5-5.13. All actions listed below are in addition to the previous stages unless a stricter restriction applies and is noted.

- Dwellings or establishments with even-numbered street addresses shall water only on Wednesday and Sunday between the hours of 7 p.m. and 10 a.m..
- Dwellings or establishments with odd-numbered street addresses shall water only on Tuesday and Saturday between the hours of 7 p.m. and 10 a.m..
- Monday, Thursday, and Friday are non-watering days, unless an approved or conditionally approved exemption is on file with the Public Works Department.
- Water waste patrols will be increased to ensure the above conservation measures are being enforced.

5.1.4 STAGE 4: (UP TO 40% REDUSCTION OF NORMAL WATER SUPPLY)

Stage 4 is a mandatory shortage reduction stage and correlates to Level D of the City's Municipal Code §5-5.13. All actions listed below are in addition to the previous stages unless a stricter restriction applies and is noted.

- Dwellings or establishments with even-numbered street addresses can water landscapes on Sunday only between the hours of 7 p.m. and 10 a.m.
- Dwellings or establishments with odd-numbered street addresses can water landscapes on Saturday only between the hours of 7 p.m. and 10 a.m.
- Monday, Tuesday, Wednesday, Thursday, and Friday are non-watering days, unless an approved or conditionally approved exemption is on file with the Public Works Department.
- Water waste patrols will be increased to ensure the above conservation measures are being enforced.
- System water losses will be evaluated, and steps will be taken to reduce these losses.

- A public information campaign will be implemented to communicate the significance of the measures to the public.
- Drought water rate structures and/or surcharges will be implemented to encourage conservation methods.

5.1.5 STAGE 5: (UP TO 50% REDUCTION OF NORMAL WATER SUPPLY)

Stage 5 is a mandatory shortage reduction stage and correlates to Level E of the City's Municipal Code §5-5.13. All actions listed below are in addition to the previous stages unless a stricter restriction applies and is noted.

- Dwellings or establishments with even-numbered addresses can use drip-irrigation systems or hand water trees and large shrubs to minimally maintain their viability on Sunday only, between the hours of 7 p.m. and 10 a.m.
- Dwellings or establishments with odd-numbered addresses can use drip-irrigation systems or hand water trees and large shrubs to minimally maintain their viability on Saturday only, between the hours of 7 p.m. and 10 a.m.
- Water waste patrols will be increased to ensure the above conservation measures are being enforced.
- System water losses will be evaluated, and steps will be taken to reduce these losses.
- Expansion of the public information campaign will be implemented to communicate the significance of the measures to the public.
- Line flushing throughout the city will be reduced.
- Drought water rate structures and/or surcharges will be implemented to encourage conservation methods.

5.1.6 STAGE 6: (GREATER THAN 50% REDUCTION OF NORMAL WATER SUPPLY)

Extreme water shortages require drastic reductions in water usage and correlates to Level F of the City's Municipal Code §5-5.13. All actions listed below are in addition to the previous stages unless a stricter restriction applies and is noted.

- All outdoor application of irrigation other than for edible crops specifically for personal consumption shall be eliminated.
- Water waste patrols will be increased to ensure the above conservation measures are being enforced.
- Expansion of the public information campaign will be implemented to communicate the significance of the measures to the public.
- System water losses will be evaluated, and steps will be taken to reduce these losses.
- Line flushing throughout the city will be reduced.
- Increases to drought rate structure and/or surcharges will be implemented.

Table 5-1 shows the demand reduction actions and their associated percentage by which it is anticipated each action will reduce overall system demands. Although the City has not experienced water supply shortages historically, even during drought conditions, the City continues to implement demand reduction efforts year-round and additional mandatory demand reductions in response to periods of dry hydrology or other water shortage conditions that may arise not related to drought conditions. This table is reformatted from the standard DWR Submittal Table 8-2 but presents the same information.

Table 5-1. Demand Reduction Actions (DWR WSCP Submittal Table 8-2)

SHORTAGE STAGE / CITY ORDINANCE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE *(OPTIONAL)*	PENALTY, CHARGE, OR OTHER ENFORCEMENT?
1 / A	Landscape – Limit landscape irrigation to specific times	9%	Irrigation & recreation uses shall be restricted to the hours of 12am-10am and 7pm-12am.	Yes
2 / B	Landscape - Limit landscape irrigation to specific days and times	17%	Limited to 3 days/week, and irrigation & recreation uses shall be restricted to the hours of 12am-10am and 7pm-12am.	Yes
3 / C	Landscape – Limit landscape irrigation to specific days and times	25%	Limited to 2 days per even parcels & 2 days per odd parcels, and uses shall be restricted to the hours of 12am-10am and 7pm-12am.	Yes
	Increase wastewater patrols	2%		No
4 / D	Landscape – Limit landscape Irrigation to specific days and times	33%	Irrigation and recreation use shall be limited to 1 day per even parcels & 1 day per odd parcels, and uses shall be restricted to the hours of 12am-10am & 7pm-12am.	Yes
	Increase Water Waste Patrols	2%		No
	Reduce system water loss	1%		No
	Expand public information campaign	1%		No
	Implement or Modify Drought Rate Structure or Surcharge	2%	Drought rates and/or surcharges will be assessed based on water usage rates.	Yes
5 / E	Landscape – Limit landscape irrigation to specific days and times	37%	Irrigation & recreation use shall be limited to drip systems designed only to irrigate trees and bushes to minimally maintain their viability, and uses shall be restricted to the hours of 12am-10am & 7pm-12am.	Yes
	Increase water waste patrols	2%		No
	Reduce System Water Loss	1%		Yes

SHORTAGE STAGE / CITY ORDINANCE LEVEL	DEMAND REDUCTION ACTIONS	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE *(OPTIONAL)*	PENALTY, CHARGE, OR OTHER ENFORCEMENT?
	Expand public information campaign	1%		No
	Decrease line flushing	1%		No
	Implement or modify drought rate structure or surcharge	5%	Drought rates and/or surcharges will be assessed based on water usage rates.	Yes
6 / F	Landscape – Prohibit all landscape irrigation	39%		Yes
	Increase water waste patrols	2%		No
	Reduce system water loss	1%	Some measures can be implemented quickly, others may take longer due to implementation processes	No
	Expand public information campaign	1%		No
	Decrease line flushing	1%		No
	Implement or modify drought rate structure or surcharge	7%	Drought rates and/or surcharges will be assessed based on water usage rates.	Yes

5.2 SUPPLY AUGMENTATION

Legal Requirements:

§10632(a)(4)(A) *Locally appropriate supply augmentation actions.*

As discussed above, there are a variety of circumstances that can render a source inconsistent. Mandatory conservation is often the most effective way to reduce demands to meet a supply reduction situation. Implementation of conservation measures only take the amount of time required to properly notice the public of measures being implemented. In the instance self-monitored implementation is not effective enough, the City could increase water waste patrols and implement penalties allowed in the City's Municipal Code and discussed above.

In the instance additional supplies are necessary, lead time to implement projects are lengthier than conservation measures and would only be sought in critical Shortage Stages, such as Stages 5 or 6, as indicated in Table 5-2.

Table 5-2. Supply Augmentation and Other Actions (DWR WSCP Submittal Table 8-3)

SHORTAGE STAGE	SUPPLY AUGMENTATION METHODS AND OTHER ACTIONS BY WATER SUPPLIER	HOW MUCH IS THIS GOING TO REDUCE THE SHORTAGE GAP?	ADDITIONAL EXPLANATION OR REFERENCE
5 or 6	New Recycled Water	Up to 15%	The City could consider treating wastewater effluent and distributing it for use in lieu of potable water
6	Stored Emergency Supply	10%	The City could consider utilizing above ground storage tanks and store non-potable supplies for emergency non-potable demand purposes such as fire suppression.

5.3 OPERATIONAL CHANGES

Table 5-1 provides a summary of common categories of restrictions and prohibitions that may be placed on end users by a water agency and includes a description of the restrictions and prohibitions being used by the City.

The categories of restrictions and prohibitions in Table 5-1 come from State of California guidance in preparation of UWMPs. The demand reduction Stages identified in this WSCP are cumulative so any restriction or prohibition that begins in a lower stage continues and is added to in a higher stage.

The City will also implement the restrictions in its own practices and, if necessary, contemplate further reductions of non-urgent demands such as water main flushing or hydrant exercises.

5.4 EMERGENCY RESPONSE PLAN

The City's various departments manage emergencies as needed, including the Public Works Department for impacts to water system infrastructure. The City's Fire Department is part of the CalFire agency, which

also has emergency response protocols the City can utilize, as appropriate. Finally, the County of Madera has an Emergency Operations Plan and includes coordination with the City on emergency responses for a wide variety of emergencies that also encompass impacts to water system infrastructure components.

5.5 SEISMIC RISK ASSESSMENT AND MITIGATION PLAN

Legal Requirements:

CWC §10632.5(a) *In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.*

(b) An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.

(c) An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multiphaser mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.

The City maintains a General Plan (PMC, & City of Madera, 2009) originally adopted in 2009, that outlines specific protocol and policy to address health and human safety concerns regarding seismic activity in the Central Valley of California. These Policies are all integrated in Policy HS-7 of the City's General Plan under Chapter 6 Health and Safety Element and is linked in the footnote below[1].

In addition to the General Plan, the City is also a partner in the Madera County Local Hazard Mitigation Plan [LHMP (Morrison, 2026)] that was adopted by the City in June 2026 (Appendix B). The Hazard Mitigation Plan identifies potential hazards, including seismic risk, their likelihood of occurring and the significance of their impact on the City, as a whole. The plan identifies a wide assortment of hazards and assesses the City's vulnerability to each. Specifically, Table B-15 of the LHMP indicates likelihood of seismic activity as "Occasional" and the magnitude as "Limited". "Occasional" is defined as "Between 1% and 10% chance of occurrence in the next 1 year or has a recurrence interval of 11 to 100 years" and "Limited" is defined as "10-25 percent of property severely damaged; shutdown of facilities for more than a week; and/or injuries/illnesses treatable do not result in permanent disability" (Morrison, 2026).

5.6 SHORTAGE RESPONSE ACTION EFFECTIVENESS

The anticipated effectiveness of each shortage response action is shown in Table 5-1. The anticipated percentage reductions for each measure are derived from a combination of the City's experience and calculated reductions based on mandated water use limits for various customer classes.

The City utilizes a range of Consumption Reduction Methods and Operational Changes to develop the Water Shortage Stages found in this Plan. As previously states, the City will implement penalty restrictions and tighten irrigation allowances as deemed necessary for each respective demand reduction Stage to help make each one the most effective.

[1] https://www.madera.gov/media/5iifxhqp/city-of-madera-gp-12-04-20.pdf

6 COMMUNICATION PROTOCOLS

Legal Requirements:

CWC §10632

(a)(5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all the following:

(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.

(B) Any shortage Response Actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.

(C) Any other relevant communications.

The City Administrator, or their designee, will identify potential water shortages, and propose Shortage Stages to be implemented. Prior to implementing Shortage Stages, the City Administrator will present the proposed Stage to City Council for approval. Typically, Shortage Stages will be utilized sequentially; however, in times of urgency or critical water shortages, stages may be used out of order. The City Council always has discretion to delay or speed declaration of a given response level depending on other conditions.

The public and any interested parties shall be notified of any potential water shortages, declarations of water shortages, and response actions via public notices, the billing process, and/or announcements on the utility's website. Shortage stages shall be effective immediately upon notification to the public and stakeholders.

7 COMPLIANCE AND ENFORCEMENT

Legal Requirements:

Water Code Section 10632 (a)(6) *For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.*

The City Engineer, or their designee, will be responsible for evaluating available data on a consistent basis and adequately determining the proper water shortage stage, progress made on conservation efforts, and if the appropriate level of water consumption reduction is being met.

Section 5 outlines the various water conservation measures during each Water Shortage Stage, as well as the various enforcements. The penalties for each stage are also outlined in this section and can vary depending on the activated Water Shortage Stage. Enforcement of various water conservation strategies is carried out by staff members of the water utility including water wasting patrols.

7.1 PENALTIES, CHARGES, OTHER ENFORCEMENT, OR PROHIBITIONS

Water Conservation Program staff are responsible for enforcement of water conservation regulations as outlined in the Madera Municipal Code. Staff responds in some way to each of the reports received related to customers not following water use regulations. Customers may report incidents of water waste or leaks that are observed within the City of Madera. Reports may be submitted online to the City's Water Conservation Supervisor, or by phone at (559) 661-5466. The City also maintains an after-hours water emergency hotline: (559) 675-4200.

7.1.1 WARNING AND CITATION PROTOCOLS, FINES AND SURCHARGES

When a violation of the water conservation ordinance is noted, the following enforcement cycle is used:

- First offense: $75 fine
- Second violation: $200 fine
- Third and subsequent violations: $500 fine

Those cited may appeal to the City if they believe the citation is unfair. To do so, the customer would contact the City's Utility Billing Division, login to their online water account and navigate to the Citations section, or submit a written appeal and mail it to the City's Enforcement Division.

8 LEGAL AUTHORITIES

Legal Requirements:

§10632 (a)(7)

(A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage Response Actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.

(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1.

(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

This WSCP adheres to the California Water Code 10632. This document is also required by State law as outlined in the Water Code, which states that, "Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan…" (WC 10632). As an established California Water Utility, the City has the authority to implement the WSCP, declare water shortages, and implement shortage response actions including statutory authorities, ordinances, resolutions, and contract provisions.

The City will follow the protocols outlined in this WSCP should it become necessary to declare a water shortage emergency.

9 FINANCIAL CONSEQUENCES OF WSCP

The various revenue sources available to the City during droughts include, but are not limited to, water sales, system connection fees, interest income, special assessments, reserves, and other non-operating revenues, such as grant funding when available. In addition, there may be special outside funding sources made available to water agencies during a water emergency (e.g., Levels 4 through 6).

9.1 POTENTIAL REVENUE REDUCTIONS AND EXPENSE INCREASES

Legal Requirements:

> ***§10632 (a)(8)*** *A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:*
>
> *(A) A description of potential revenue reductions and expense increases associated with activated shortage Response Action described in paragraph (4)*

Agencies typically experience a decrease in revenue with reduced water uses (demands). Additionally, cost expenditures may also increase with elevated outreach activities, increased staffing needs to implement conservation programs, and responses to customer questions and/or complaints.

9.2 MITIGATION ACTIONS

Legal Requirements:

> ***§10632 (a)(8)(B)*** *A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage Response Actions described in paragraph (4).*

9.2.1 USE OF FINANCIAL RESERVES

The City has a financial reserve for use in times of emergency. It may be appropriate to utilize this reserve during times of revenue reduction as described above. This strategy would require action by the City Council and parameters for the precise implementation would be specified at the time of use.

9.2.2 DROUGHT SURCHARGES

If revenues decrease to an unsustainable level, the City may choose to evaluate revisions to the water rates or implementing a surcharge. A surcharge that is implemented in times of water shortage is different than a conservation rate structure, which is always in place.

9.3 COST OF COMPLIANCE

Legal Requirement:

> ***§10632 (a)(8)(C)*** *A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1.*

Declaring a water shortage and enforcing response actions can be performed by existing staff with no significant increases in operating cost. Other costs of compliance are associated with increased public awareness information (mailing information or updating website information frequently), increased issuance of violations/citations, and increased response to appeals. While these efforts should not necessitate additional staffing, there may be costs associated with increased duties for existing staff.

10 MONITORING AND REPORTING

Legal Requirement:

§10632 (a)(9) *For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.*

The City is, and historically has been, in compliance with the state reporting requirements. The City uses meters to monitor all water deliveries to consumers, which assists in assuring customer compliance. Additionally, the City maintains a protocol for receiving and addressing complaints of non-compliance and misuse.

In all Stages, City staff record daily and monthly totals for production and deliveries. Each month, the demands are compared against production capacities and evaluated for sufficiency. In heightened Shortage Stages, more frequent monitoring may be implemented to evaluate conservation measures against requirements.

11 WSCP REFINEMENT PROCEDURES

Legal Requirement:

§10632 (a)(10) *Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.*

The WSCP may be updated at any time when the urban water supplier believes significant changes have occurred that may affect the contents of the plan. If major changes are made to this 2025 WSCP, the City will hold an additional public hearing, and City Council will readopt the plan. Copies of amendments or changes to the plan shall be submitted to DWR, the California State Library, and Madera County within 30 days of adoption.

12 SPECIAL WATER FEATURE DISTINCTION

Legal Requirement:

§10632(a)(10)(B) *For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.*

Health and Safety Code Section §115921 *As used in this article the following terms have the following meanings: (a) "Swimming pool" or "pool" means any structure intended for swimming or recreational bathing that contains water over 18 inches deep. "Swimming pool" includes in-ground and aboveground structures and includes, but is not limited to, hot tubs, spas, portable spas, and non-portable wading pools.*

The water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, are to be defined separately from swimming pools and spas.

The City's Code of Ordinances, Section 5-5.14 does not specifically address water features, but does define allowable outdoor water uses including swimming pools. The City does not further define other water features; however, restrictions are applicable to them as they are to other water uses throughout the City.

13 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

Legal Requirement:

CWC §10632 (c)

The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

13.1 NOTICE OF PUBLIC HEARING

Prior to adoption of the 2025 UWMP, a public hearing was held and notices were provided to the public. The public hearing provided an opportunity for the public to provide input to the plan before it is adopted. Additionally, the public hearing provided an opportunity for the City's customers, residents, and employees to learn and ask about the current and future water supply of the City.

On October 7, 2026 and October 14, 2026, the City placed a notice in the Madera Tribune stating that its WSCP was being prepared and that a public hearing would be conducted. The 2025 WSCP was made available for public inspection at City of Madera Public Works office.

13.2 PUBLIC HEARING AND ADOPTION

The public hearing was held prior to the adoption of the WSCP and was adopted as prepared. The hearing provided an opportunity for the City's customers, residents, and employees to learn and ask questions about the current and future water supply of the City. The public hearing was held on Wednesday November 18, 2026.

The WSCP was made available to the City's customers and County of Madera, adopted, and submitted to the State in the same fashion as the UWMP, which is described in Section 10 of the 2020 UWMP. Within 30 days of submitting the UWMP and WSCP to DWR, the adopted plans will be available for public review during normal business hours at the City of Madera Public Works office. The City will also post a copy of the adopted UWMP and WSCP on its website (https://www.madera.gov/). Appendix C contains the Adopting Resolution.

13.3 PLAN SUBMITTAL

The 2025 WSCP will be submitted to DWR, County of Madera, Madera Irrigation District, City of Chowchilla, City of Madera Groundwater Sustainability Agency, electronically, and to the California State Library, in CD or hardcopy format, within 30 days of adoption.

13.4 PUBLIC AVAILABILITY

Within 30 days of submitting the WSCP to DWR, the adopted plan will be available for public review during normal business hours at the City of Madera Public Works office. The City will also post a copy of the adopted UWMP and WSCP on its website (https://www.madera.gov/).

14 REFERENCES

City of Madera. (2020). *Code of Ordinances.* Cincinati: American Legal Publishing Corporation.

Department of Water Resources. (2026). *Urban Water Management Plan Guidebook.*

Madera, County of & PMC. (2009). *City of Madera General Plan.*

Morrison, F. (2017). *Madera County Local Hazard Mitigation Plan Update.*

PMC, & City of Madera. (2009). *City of Madera General Plan Update.* Retrieved from https://www.madera.gov/wp-content/uploads/2020/12/City-of-Madera-GP-12-04-20.pdf

Provost & Pritchard Consulting Group. (2026). *2025 Urban Water Management Plan.* Madera.

APPENDIX

Appendix A – City Ordinance 944 C.S.

ORDINANCE NO. 944 C.S.

AN ORDINANCE AMENDING SECTION 5-5.13 OF CHAPTER 5 OF TITLE V OF THE MADERA MUNICIPAL CODE PERTAINING TO WATERING RESTRICTIONS

WHEREAS, it is necessary for the City to further refine regulations relating to the City's water system and enforcement of water conservation; and

WHEREAS, the City has considered the totality of the Municipal ordinance pertaining to water and has determined that certain provisions are needed for the effective implementation and protection of the City's water system.

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

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Section 5-5.13(A) of Chapter 5, of Title V of the Madera Municipal Code is hereby amended to read as follows:

(A) *Drought levels.* When the City Council by resolution determines that water supplies are limited and additional conservation measures are necessary to reduce water consumption, the Council may enact one of ~~five~~[six] drought water restriction levels A through ~~E~~[F] as set forth in this subsection, and restrictions under each section shall be enforced for such period of time as designated by the City Council or until lifted by them by separate resolution. [The City Council at any time may prohibit all organized carwashes not conducted as part of a licensed car wash business, if it determines by resolution it is warranted to contribute to other enacted water restrictions intended to reduce water consumption.]

Level A

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by limited means, the following restrictions shall apply:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m.

[Level B

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by moderate means, the following restrictions shall apply:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m., and restricted to usage

on Sunday, Wednesday, and Friday for parcels with even numbered street addresses, and Tuesday, Thursday and Saturday for parcels with odd numbered street addresses.]

Level ~~B~~[C]

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by moderate means, the following restrictions shall apply:

Outdoor application of water for irrigation, recreation uses shall be restricted to the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m., and restricted to usage on Sunday and Wednesday for parcels with even numbered street addresses and Saturday and Tuesday for parcels with odd numbered street addresses.

Level ~~C~~[D]

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by significant means, the following restrictions shall apply:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m., and restricted to usage on Sunday for parcels with even numbered street addresses and Saturday for parcels with odd numbered street addresses.

Level ~~D~~[E]

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by aggressive means, the following restrictions shall apply:

Outdoor application of water for irrigation of plants shall be limited drip system designed to only irrigate trees and bushes to minimally maintain their viability. The application of water shall be restricted to the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m., and restricted to usage on Sunday for parcels with even numbered street addresses and Saturday for parcels with odd numbered street addresses.

Level ~~E~~[F]

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by extreme means, the following restrictions shall apply:

All outdoor application of water for irrigation of plants other than edible crops for personal consumption shall be eliminated.

~~The City Council at any time may prohibit all organized carwashes not conducted as part of a licensed car wash business, if it determines by resolution it is warranted to contribute to other enacted water restrictions intended to reduce water consumption.~~

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

Section 4. Effective Date. This ordinance shall be effective and of full force and effect at 12:01 a.m. on the 31st day after its passage.

* * * * * * * * * *

The foregoing Ordinance No. 944 C.S. was introduced and given its first reading at a regular meeting of the City Council of the City of Madera held on the 19th day of July, 2017 and adopted after a second reading at a regular meeting of the City Council held on the 2nd day of August, 2017 by the following vote:

AYES:	Mayor Medellin, Council Members Foley Gallegos, Rodriguez, Holley, Robinson, Oliver, Rigby.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	None.

APPROVED:

ANDREW J. MEDELLIN, Mayor

ATTEST:

Sonia Alvarez

SONIA ALVAREZ, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

APPROVED AS TO LEGAL FORM:

BRENT RICHARDSON, City Attorney

Appendix B – Madera County Multi-Jurisdictional Local Hazard Mitigation Plan Update (Excerpt) Annex B: City of Madera

Annex B City of Madera

B.1 Introduction

This Annex details the hazard mitigation planning elements specific to the City of Madera, a previously participating jurisdiction to the 2018 Madera County Local Hazard Mitigation Plan (LHMP) Update. This Annex is not intended to be a standalone document but appends to and supplements the information contained in the Base Plan document. As such, all sections of the Base Plan, including the planning process and other procedural requirements apply to and were met by the City. This Annex provides additional information specific to the City of Madera, with a focus on providing additional details on the planning process, risk assessment, and mitigation strategy for this jurisdiction.

B.2 Planning Process

As described above, the City of Madera followed the planning process detailed in Chapter 3 of the Base Plan. In addition to providing representation on the Madera County Hazard Mitigation Planning Committee (HMPC), the City formulated their own internal planning team to support the broader planning process requirements. Internal planning participants, their positions, and how they participated in the planning process are shown in Table B-1. Additional details on Plan participation and City representatives are included in Appendix A.

Table B-1 City of Madera – Planning Team

Name	Position/Title	How Participated
Arnoldo Rodriguez	City Manager	Hazard ID Table, Existing applicable studies or reports to provide consultant, Discussion of historic incidents, Potential mitigation measures/ideas for identified hazards
Will Tackett	Director of Community Development	Hazard ID Table, Existing applicable studies or reports to provide consultant, Discussion of historic incidents, Potential mitigation measures/ideas for identified hazards
Keith Helmuth	City Engineer	Hazard ID Table, Existing applicable studies or reports to provide consultant, Discussion of historic incidents, Potential mitigation measures/ideas for identified hazards
Eric Battles	Administrative Analyst II	Hazard ID Table, Existing applicable studies or reports to provide consultant, Discussion of historic incidents, Potential mitigation measures/ideas for identified hazards
Wendy Silva	Director of Human Resources	Hazard ID Table, Existing applicable studies or reports to provide consultant, Discussion of historic incidents, Potential mitigation measures/ideas for identified hazards
Giachino Chiaramonte	Police Chief	Hazard ID Table, Existing applicable studies or reports to provide consultant, Discussion of historic incidents, Potential mitigation measures/ideas for identified hazards

Name	Position/Title	How Participated
Cole Scroggins	Electrical & Facilities Operations Manager	Hazard ID Table, Existing applicable studies or reports to provide consultant, Discussion of historic incidents, Potential mitigation measures/ideas for identified hazards
Jamie Hickman	Streets & Storm Drainage Operations Manager	Hazard ID Table, Existing applicable studies or reports to provide consultant, Discussion of historic incidents, Potential mitigation measures/ideas for identified hazards
John Botwright	Water & Sewer Operations Manager	Hazard ID Table, Existing applicable studies or reports to provide consultant, Discussion of historic incidents, Potential mitigation measures/ideas for identified hazards
Rafael Magallan	Chief Building Official	Hazard ID Table, Existing applicable studies or reports to provide consultant, Discussion of historic incidents, Potential mitigation measures/ideas for identified hazards

Coordination with other community planning efforts is paramount to the successful implementation of this LHMP Update. This section provides information on how the City integrated the previously approved 2018 LHMP into existing planning mechanisms and programs. Specifically, the City incorporated into or implemented the 2018 LHMP through other plans and programs shown in Table B-2.

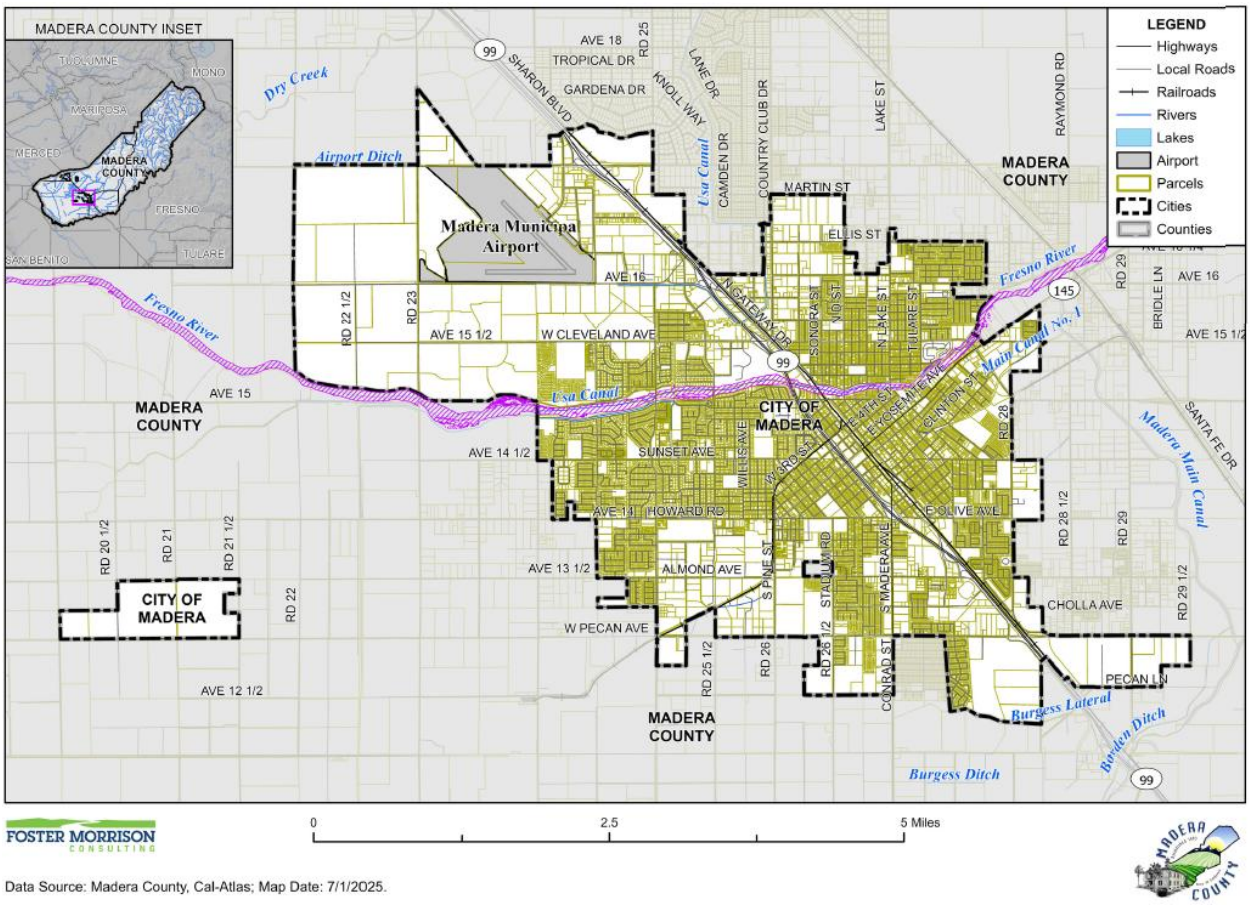
Table B-2 2018 LHMP Incorporation

Planning Mechanism 2018 LHMP Was Incorporated/Implemented In.	Details: How was it incorporated?
Safety Element	LHMP was adopted by reference into the Safety Element.
Villages EIR	LHMP was referenced in the hazard sections in the Villages EIR.

B.3 Community Profile

The community profile for the City of Madera is detailed in the following sections. Figure B-1 displays a City map and the location of City of Madera within Madera County.

Figure B-1 City of Madera



B.3.1. Geography and Climate

The City of Madera is the county seat of Madera County. The City has industrial parks, recreational parks, food and meat processing plants, wineries, and agricultural excellence in diversified farming – all of which contribute to a solid and substantial economy.

The City of Madera is located about midway and toward the eastern edge of the San Joaquin Valley. The Fresno River flows east to west through the City. The terrain around Madera itself is generally level with an abrupt upward slope about 10 miles eastward to the foothills of the Sierra Nevada. The main Sierra Nevada Range is located about 50 miles to the east and extends from 12,000 to more than 14,000 feet in elevation. About 30 miles west of the City lie the foothills of the Coastal Range. The City of Madera is situated on a young alluvial fan with permeable to moderately permeable soil.

The climate around the City of Madera is dry, mild in winter and hot in summer; nearly nine-tenths of the year's precipitation falls in the six months from November to April. Humidity is commonly as low as 15 percent and has been recorded as low as 8 percent. In contrast, humidity readings may reach 90 percent during the morning hours of December and January. The normal daily maximum temperature advances to a high of 99 degrees during the latter part of July. The daily maximum temperature during the warmest month has ranged from 76 degrees to 115 degrees. Winter temperatures are usually mild but during

infrequent cold spells minimum readings occasionally drop below freezing. Heavy frost occurs almost every year, and the first heavy frost in the autumn usually occurs during the last week of November. The last frost in the spring is in early March.

B.3.2. History

The City of Madera had its beginnings with William Thurman, a lumberman, in 1875 when the area was still part of Fresno County. A V-shaped water flume, 54 miles in length, carried lumber from the high country to Madera by gravity flow. The railhead and later SH-99 marked Madera for its place of importance in the San Joaquin Valley. Madera was chartered as an incorporated city, March 27, 1907.

B.3.3. Economy and Tax Base

US Census estimates show economic characteristics for the City of Madera. These are shown in Table B-3 and Table B-4. Mean household income in the City was $73,045. Median household income in the City was $55,622.

Table B-3 City of Madera – Civilian Employed Population 16 years and Over

Industry	Estimated Employment	Percent
Agriculture, forestry, fishing and hunting, and mining	3,779	14.4%
Construction	1,336	5.1%
Manufacturing	3,494	13.3%
Wholesale trade	284	1.1%
Retail trade	1,669	6.4%
Transportation and warehousing, and utilities	2,702	10.3%
Information	51	0.2%
Finance and insurance, and real estate and rental and leasing	976	3.7%
Professional, scientific, and management, and administrative and waste management services	1,206	4.6%
Educational services, and health care and social assistance	6,042	23.0%
Arts, entertainment, and recreation, and accommodation and food services	1,817	6.9%
Other services, except public administration	992	3.8%
Public administration	1,866	7.1%

Source: US Census Bureau American Community Survey 2023 Estimates

Table B-4 City of Madera – Income and Benefits

Income Bracket	Percent
<$10,000	7.3%
$10,000 – $14,999	7.0%
$15,000 - $24,9999	9.9%
$25,000 – $34,999	10.3%

Income Bracket	Percent
$35,000 – $49,999	12.2%
$50,000 – $74,999	18.2%
$75,000 – $99,999	11.4%
$100,000 – $149,999	12.2%
$150,000 – $199,999	7.4%
$200,000 or more	4.0%

Source: US Census Bureau American Community Survey 2023 Estimates

B.4 Risk Assessment

As defined by FEMA, risk is a combination of hazard, vulnerability, and exposure. "It is the impact that a hazard would have on people, services, facilities, and structures in a community and refers to the likelihood of a hazard event resulting in an adverse condition that causes injury or damage."

The City of Madera risk assessment identifies and profiles relevant hazards and assesses the exposure of lives, property, infrastructure, and the environment to these hazards. The process allows for a better understanding of the City's potential risk and vulnerability to hazards and provides a framework for developing and prioritizing mitigation actions to reduce risk from future hazard events.

Building on the Community Profile above, a risk assessment was performed for the City utilizing the existing City boundaries. This includes the following sections:

- B.4.1 Assets Inventory and Growth and Development Trends
- B.4.2 Hazard Identification
- B.4.3 Hazard Profiles and Vulnerability to Specific Hazards

B.4.1. Assets Inventory and Growth and Development Trends

This section provides an inventory of the City of Madera's total assets potentially at risk to hazards and an overview of growth and development trends. This section is broken into two parts:

- **Asset Inventory** – The assets inventory identifies the City of Madera's total assets, including the people and populations; structures; critical facilities and infrastructure; community lifelines; natural, historic, and cultural resources; and economic assets and community activities of value. This data is not hazard specific, but is representative of total assets within the City, potentially at risk to identified hazards as discussed in Section B.4.3 Hazard Profiles and Vulnerability to Specific Hazards.
- **Growth and Development Trends** – A discussion of growth and development trends in the City, both current and future, is presented.

Assets Inventory

The City's asset inventory is detailed in the following sections:

- People and Populations

- Structures
- Critical Facilities and Infrastructure
- Community Lifelines
- Natural, Historic, and Cultural Resources
- Economic Assets and Community Activities of Value

A discussion of each of these assets follows and serves as the template for the asset discussion for each hazard in Section B.4.3.

People and Populations

The most important asset within any community are the people and populations that reside in the community. This section includes an inventory of past and current populations of the City and also discusses vulnerable populations and underserved communities as a subsection of people and populations located within the City and potentially at risk to hazards. Information from the City, US Census Bureau, California Department of Finance, and other sources as detailed below form the basis of this discussion.

Historic Population Trends and Current Population

Population growth can increase the number of people living in hazard prone areas. The California Department of Finance reported that the City of Madera has 66,433 residents, as of January 1, 2025. The City of Madera has seen growth rates as shown in Table B-5. As shown, the City has grown consistently since 1950, with growth slowing recently since the 2018 LHMP.

Table B-5 City of Madera – Population Changes Since 1950

Year	Population	% Change
1950	10,497	–
1960	14,430	37.5%
1970	16,044	11.2%
1980	21,732	35.5%
1990	29,821	34.7%
2000	43,207	47.6%
2010	61,416	42.1%
2020	66,224	7.8%
2025	66,433	0.3%

Source: US Census Bureau, California Department of Finance (2025)

Underserved and Vulnerable Populations and Disadvantaged Communities

The City has a socially and economically diverse community, and many residents that are socially or economically disadvantaged or vulnerable due to varying reasons reside within the City. The City and surrounding County are no strangers to large natural disasters which have had a direct impact on the populations of the area. Thus, it is important to consider the potential effects of hazard events and disasters

on these more vulnerable populations. Socially vulnerable and disadvantaged communities in the City are discussed by the following sources:

- CDC Social Vulnerability Index
- California Department of Water Resources (CA DWR) Special Populations and Disadvantaged Community Mapping
- FEMA Community Disaster Resilience Zones
- City Planning Team Input

CDC Social Vulnerability Index

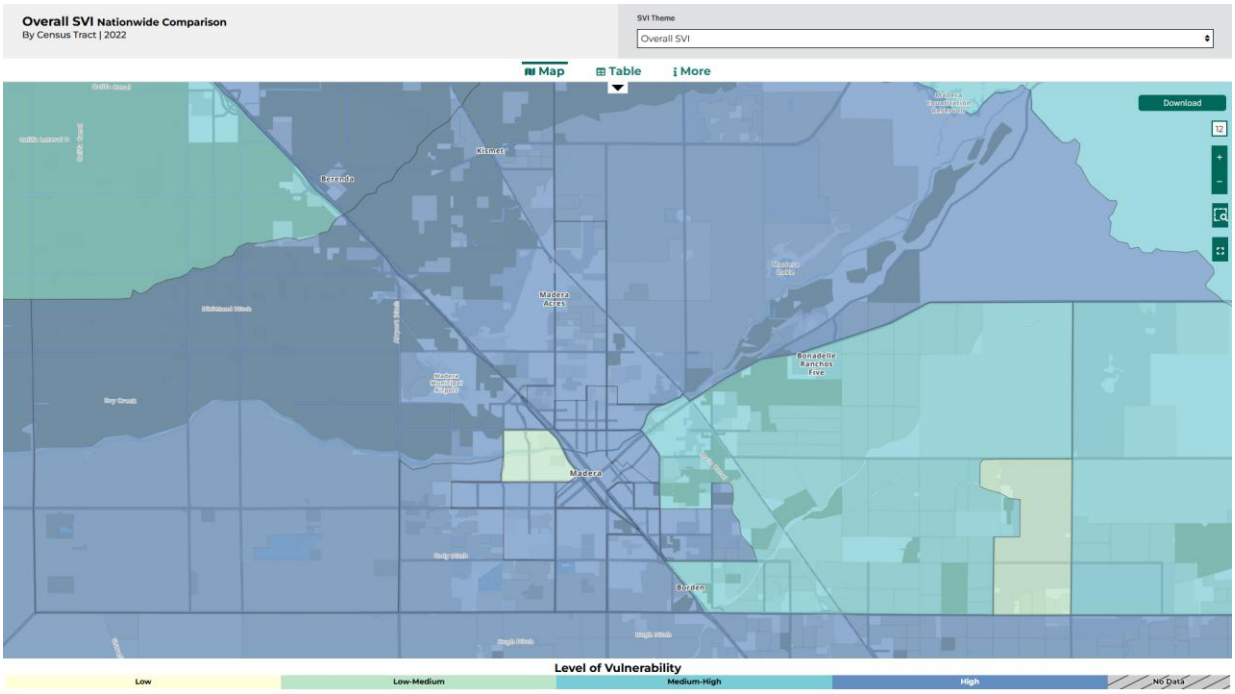
Every community must prepare for and respond to a hazard event, including the range of natural hazards addressed in this Plan, from severe weather extremes to large potentially catastrophic events such as wildfires or earthquakes. A number of factors, including poverty, lack of access to transportation, and crowded housing may weaken a community's ability to prevent human suffering and financial loss in a disaster. These factors are known as social vulnerability.

Social vulnerability refers to the potential negative effects on communities caused by external stresses on human health. Such stresses include natural or human-caused disasters, or disease outbreaks. Reducing social vulnerability can decrease both human suffering and economic loss. The Agency for Toxic Substances and Disease Registry (ATSDR) Geospatial Research, Analysis & Services Program (GRASP) created databases to help emergency response planners and public health officials identify and map communities that will most likely need support before, during, and after a hazardous event. The CDC used these databases to create the CDC Social Vulnerability Index (CDC SVI), which uses 15 U.S. census variables to help local officials identify communities that may need additional support before, during, or after disasters.

CDC SVI uses U.S. Census data to determine the social vulnerability of every census tract. Census tracts are subdivisions of counties for which the Census collects statistical data. The CDC SVI ranks each tract on 15 social factors, including poverty, lack of vehicle access, and crowded housing, and groups them into four related themes. Each tract receives a separate ranking for each of the four themes, as well as an overall ranking. Maps of the four themes for the City are shown in the figures below.

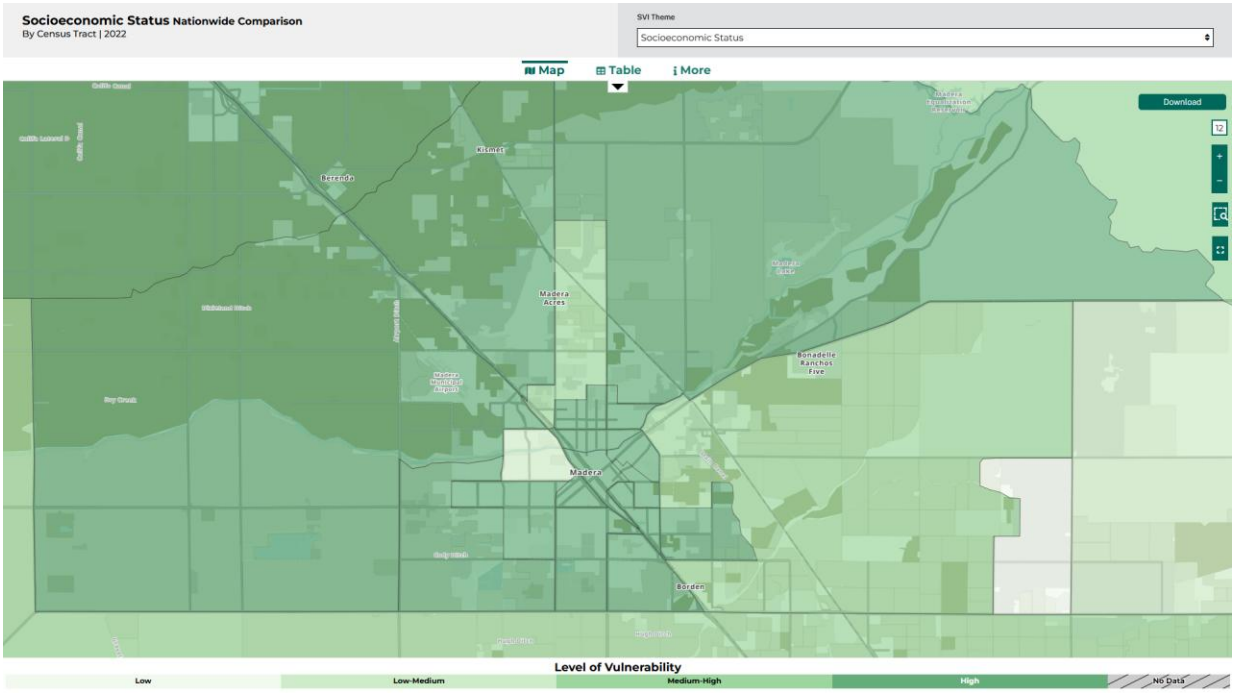
The overall SVI map is shown in Figure B-2; the socioeconomic SVI for the census tracts in and around the City are shown in Figure B-3; the household composition SVI is shown in Figure B-4; the minority and language SVI is shown in Figure B-5; and the housing and transportation SVI is shown in Figure B-6. Overall, the maps indicate that, in general, the City sees little change in social vulnerability regardless of location. As shown, there are moderate changes in each SVI across the City.

Figure B-2 City of Madera – Overall Social Vulnerability



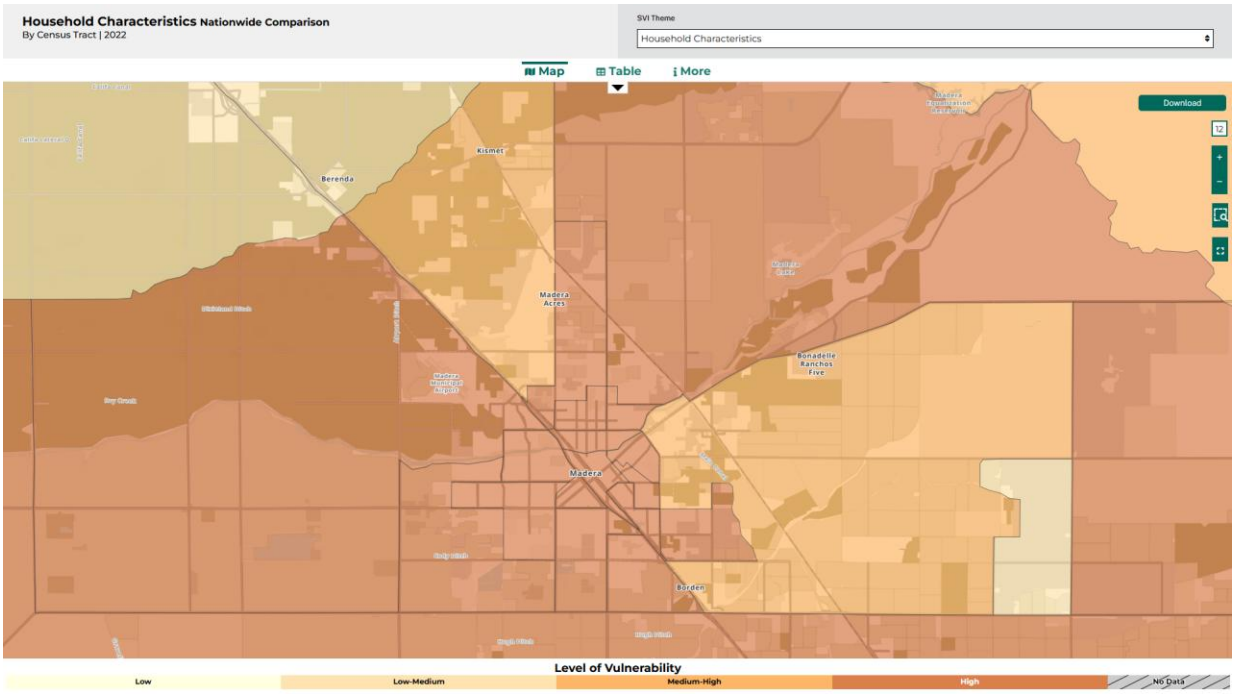
Source: CDC Social Vulnerability Index – map retrieved 12/16/2024
Level of Vulnerability Rating: **Yellow** – Low; **Green** – Low/Medium; **Aqua** – Medium/High; **Blue** – High; **Grey Hatched** – No Data; **Grey** – Not Available

Figure B-3 City of Madera – Socioeconomic Status Vulnerability



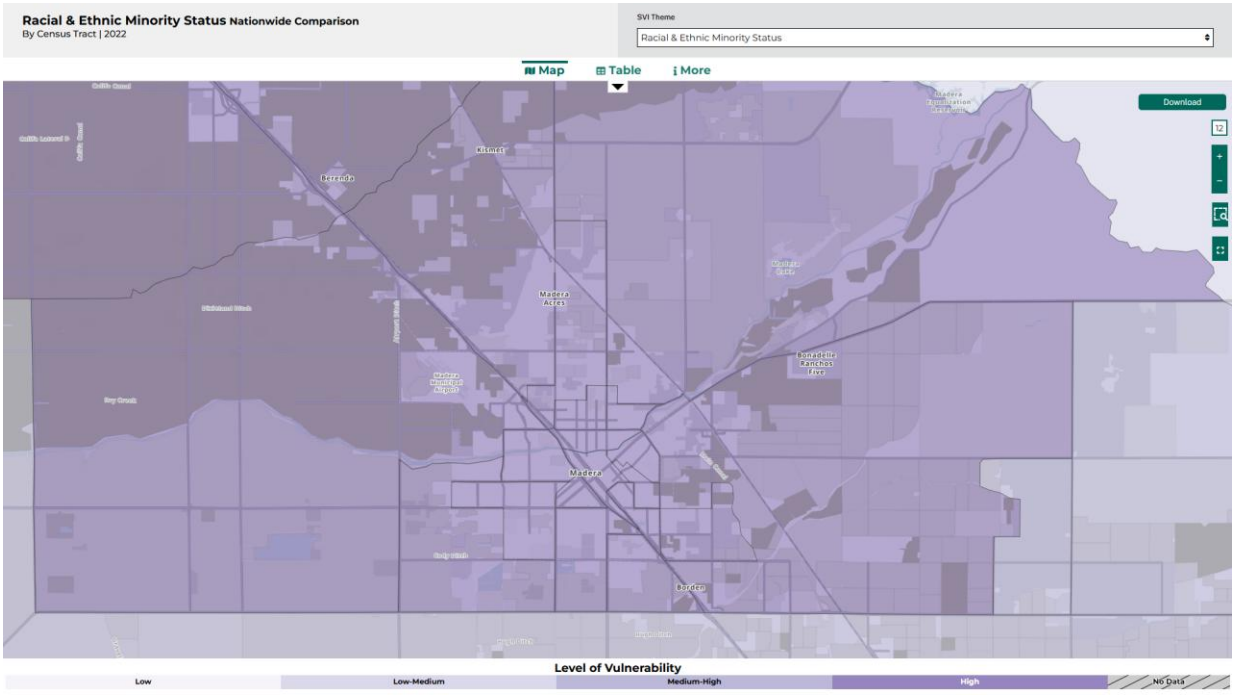
Source: CDC Social Vulnerability Index – map retrieved 12/16/2024
Level of Vulnerability Rating: **Faint Green** – Low; **Light Green** – Low/Medium; **Green** – Medium/High; **Dark Green** – High; **Grey Hatched** – No Data; **Grey** – Not Available

Figure B-4 City of Madera – Household Characteristics



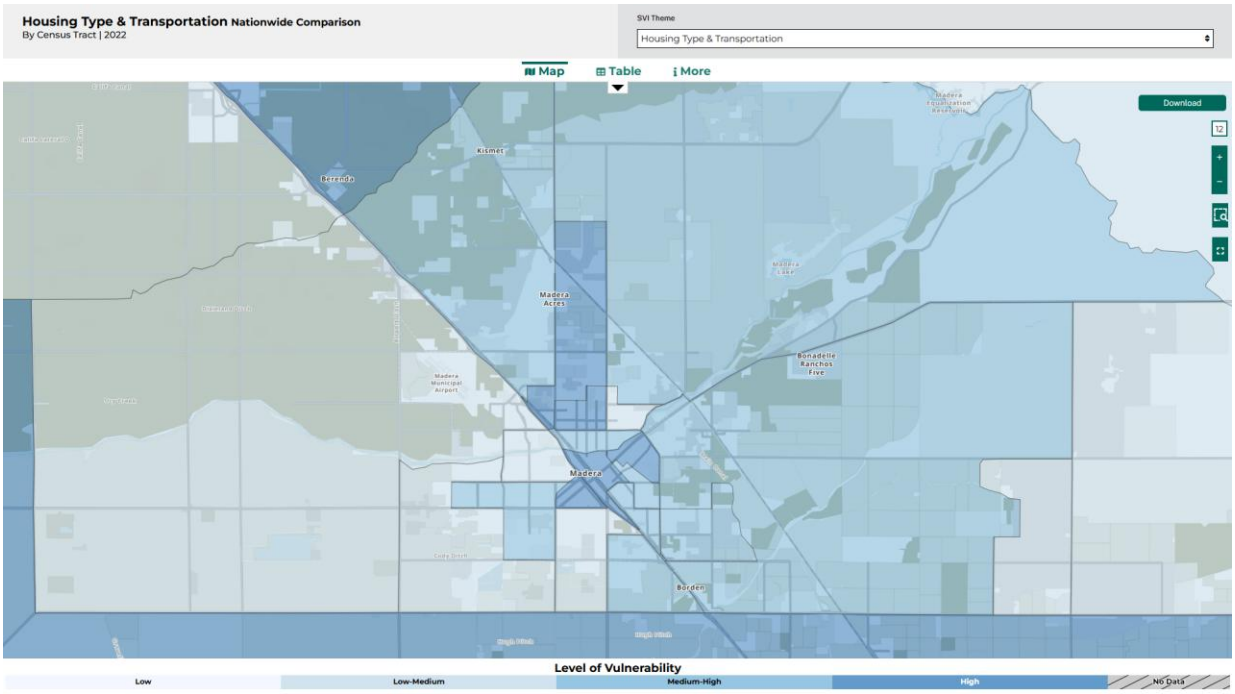
Source: CDC Social Vulnerability Index – map retrieved 12/16/2024
Level of Vulnerability Rating: **Faint Orange** – Low; **Light Orange**– Low/Medium; **Orange** – Medium/High; **Dark Orange** – High; **Grey Hatched** – No Data; **Grey** – Not Available

Figure B-5 City of Madera – Racial and Ethnic Minority Status



Source: CDC Social Vulnerability Index – map retrieved 12/16/2024
Level of Vulnerability Rating: **Faint Purple** – Low; **Light Purple** – Low/Medium; **Purple** – Medium/High; **Dark Purple** – High; **Grey Hatched** – No Data; **Grey** – Not Available

Figure B-6 City of Madera – Housing Type and Transportation

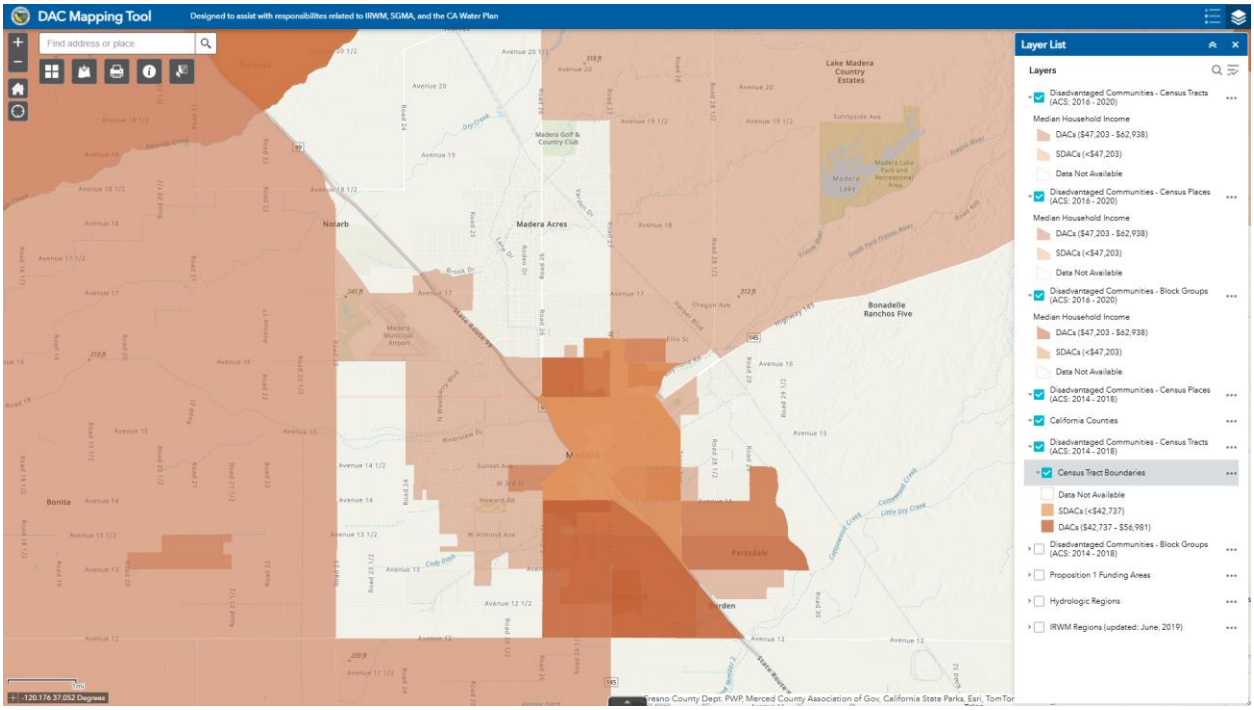


Source: CDC Social Vulnerability Index – map retrieved 12/16/2024
Level of Vulnerability Rating: **Faint Blue** – Low; **Light Blue** – Low/Medium; **Blue** – Medium/High; **Dark Blue** – High; **Grey Hatched** – No Data; **Grey** – Not Available

California DWR Disadvantaged Community Mapping Tool

The State of California's Proposition 1 Disadvantaged Community (DAC) Involvement Program is designated to ensure the involvement of DACs as well as Economically Distressed Areas and Underrepresented Communities, which DWR collectively refers to as DACs. The Cal DWR definition for a Disadvantaged Community is a community with an annual median household income (MHI) that is less than 80% of the Statewide annual MHI (PRC Section 75005(g)), and those census geographies with an annual MHI less than 60% of the Statewide annual MHI are considered "Severely Disadvantaged Communities". Those areas in the City considered disadvantaged are shown in Figure B-7. As shown, much of the City falls in these DAC areas.

Figure B-7 City of Madera – Disadvantaged Areas

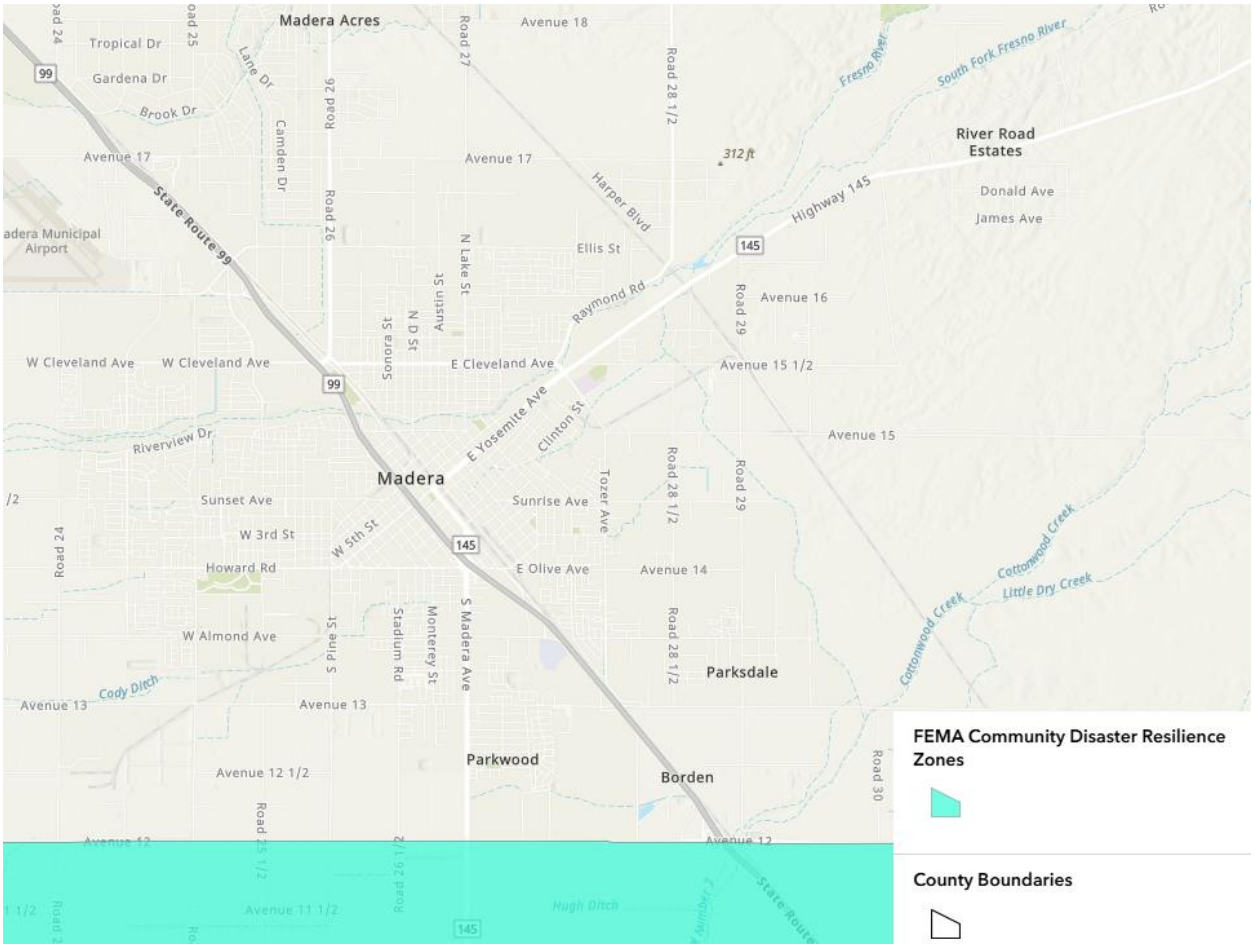


Source: Cal DWR DAC Mapping Tool – retrieved 12/16/2024

FEMA Community Disaster Resilience Zones

Community Disaster Resilience Zones aim to build and strengthen community resilience across the nation by driving federal, public, and private resources to the most at-risk and in-need communities. The Community Disaster Resilience Zones Act uses FEMA's National Risk Index to identify the most at-risk and in-need communities to identify resilience zones. Designated zones will be prioritized for targeted federal support, such as increased cost-share for resilience and mitigation projects, lessening the financial burden on communities to perform resilience-related activities. On September 6, 2023, FEMA announced the initial 483 designations in all 50 states and the District of Columbia. Figure B-8 shows these zones in teal green. As shown, there are no zones in the City, but zones just south of the City limits.

Figure B-8 City of Madera – FEMA Community Disaster Resilience Zones



Source: FEMA. Map retrieved 12/16/2024

City Planning Team Input

The City noted that there are certain sensitive communities in the City and surrounding area. The Urban Displacement Project (UDP) at the University of California, Berkeley, developed a map of "sensitive communities" where residents may be particularly vulnerable to displacement. Sensitive communities are defined based on the following set of criteria:

- The share of very low-income residents is above 20 percent.
  - ✓ Summary of Housing Needs:
    - Household Income. The median household income in Madera was $67,454 in 2022, according to the American Community Survey. Based on HUD's income definitions, about 54 percent of the City's households are considered lower income.
    - Extremely low-income households in Madera are defined as households with income less than 30 percent of the Madera County AMI. In 2020, 5.9 percent of Madera households were in the extremely low-income category.
- The census tract must also meet two of the following criteria:
  - ✓ The share of renters is above 40 percent.

- Regional Household Size by Tenure 2020): 8,689 renter occupied units, which comprises 49% of housing units citywide.

✓ The share of people of color is above 50 percent.

- Assessment of Fair Housing (p. 86): Persons of Hispanic or Latino origin make up the majority of the City of Madera's population (79 percent), as of 2019. Within the City of Madera, the lowest percentage of Hispanic population is found in the census tracts in western Madera. There are no block groups with a concentration of any other race.
- Racial and Ethnic Composition, City of Madera, 2011-2021.

✓ The share of very low-income households (50 percent AMI or below) that are severely rent burdened is above the county median.

- The census tract, or areas in close proximity, have been experiencing displacement pressures. Displacement pressure is defined as:The percentage change in rent in a selected census tract, divided by county median rent increases OR
- Median rent in a selected census tract, minus median rent for all surrounding tracts, divided by median rent for all tracts in county (rent gap)

"Displacement is used to describe any involuntary household move. Neighborhoods can experience displacement for a variety of reasons, including but not limited to disaster-driven displacement, which occurs when housing is destroyed or compromised by disasters and the result is that housing is not rebuilt. Lower-income households who tend to rent (and therefore lack control over whether their homes are rebuilt) or lower-income homeowners who have fewer financial resources to rebuild their homes are most at risk of this type of displacement.

Sensitive communities are located in the western part of the County, particularly in the Cities of Madera and Chowchilla. There are no sensitive communities in the central or eastern parts of the County.

The central area of the City of Madera is considered a sensitive community and is vulnerable to displacement. Vulnerable communities at risk of displacement in the City are primarily located in the east half of the City. These are the areas of the City located within the 500-year FEMA flood zone

Disaster driver displacement is unlikely in the City of Madera. Environmental risk and constraints are further discussed in the Constraints on Housing Chapter.

City of Madera 2024-2029 Housing Element

The City Planning Team noted that the City of Madera 2024-2032 Housing Element discusses special populations in the County. While the County Housing Element is discussed in the base plan and is very similar to Chowchilla, the City has completed their own Housing Element with unique differences. Discussions for seniors, those with disabilities, developmental disabilities, people experiencing homelessness, large households, female headed households, and farmworkers were included. These are discussed below.

Table B-6 provides an overview of the special needs populations within the City and each group is discussed in further detail in the following sections.

Table B-6 ***Overview of Special Needs, Groups, City of Madera, 2020***

Special Needs Group	# of People	% of Population
Persons with a Disability	8,074	12.2%
Persons Experiencing Homelessness	541	0.8%
Farmworkers	15,654	23.6%
Special Needs Group	**# of Households**	**% of Households**
Householders Age 65+	1,908	10.8%
Large Households	5,068	28.8%
Female-Headed Households	3,351	19.0%
Extremely Low-Income Households	519	5.9%

Source: US Census Bureau, American Community Survey 5-Year Data, 2016–2020, and US Housing and Community Development Comprehensive Housing Affordability Strategy Data, 2016–2020.

Farmworkers

Traditionally, agricultural workers are defined as persons whose primary incomes are earned through permanent or seasonal agricultural labor. The 2021 ACS found that approximately 5,565 Madera residents were employed in the agriculture, forestry, fishing and hunting, and mining industry. This equates to about 21 percent of all employed individuals in the City over 16 years old. Among other issues, farmworker typically face low wages, leading to high rates of housing cost burden for farm working families. According to the Bureau of Labor Statistics, California's mean farmworker wages range from $30,370 to $42,480 per year and the median wage for farmworkers in Madera in 2020 was $33,000.

The Housing Authority of the City of Madera operates the Farm Labor Housing program which provides permanent rental housing for "domestic farm laborers." A domestic farm laborer is a person (and the family of such person) who receives a substantial portion of his or her income from farm labor work. This program is funded by the US Department of Agriculture (USDA). The Housing Authority has three separate housing developments in the City of Madera with a total of 100 rental units. The Pomona Ranch Housing Center is a gated 50-unit complex, with 10 two bedroom, 30 three-bedroom, and 10 four-bedroom units. All units have 1 bathroom. In the spring/summer/fall months, rent is paid by migrant workers on a daily basis and all utilities are included. This center has an on-site laundry facility with coin operated machines and a daycare facility run and operated by the Madera County Community Action Partnership. Additionally, the Housing Authority operates a Farm Labor Housing Program which provides low-rent rental housing for eligible families.

Large Households

State Housing Law defines large households as those consisting of five or more members. Large households are considered a special needs group because it may be difficult for these households to secure adequately sized, affordable housing. In order to balance affordable housing along with other financial responsibilities, large households tend to reside in smaller dwelling units, which may lead to overcrowding.

In 2020, approximately 28 percent (5,068) of Madera's 17,598 households were considered large households. This is a similar proportion as seen Countywide. Of those large households, 23.8 percent (2,121) lived in owner-occupied units, while 33.9 percent (2,947) lived in rental housing (see Table 37). Between 2010 and 2020, the percentage of large households in the City remained unchanged, however the distribution between renters and homeowners of large households increased marginally. In 2010, approximately 26 percent (4,104) of Madera's 15,857 households were considered large households. Of those large households in 2010, 20 percent (1,631) lived in owner-occupied units, while 32 percent (2,473) lived in rental housing.

In the City of Madera, the proportion of large households that are owners (23.8 percent) is significantly lower to the general proportion of ownership households citywide (50.6 percent). Additionally in the County, there is a significantly smaller proportion of large households owning their homes (17.7 percent).

Based on HUD data, 58.7 percent of large households in Madera are in one of the lower-income categories. As of 2020, 27 percent of the City's housing stock have four or more bedrooms. This equates to 4,778 housing units with four or more bedrooms to serve the estimated 5,068 large households that require at least four bedrooms to avoid over-crowded conditions.

Female Headed Households

Female-headed households who do not have a spouse present are a special needs group because they tend to experience comparatively lower rates of homeownership, lower incomes, and higher poverty rates. In 2020, 19 percent of households in the City of Madera were female-headed households, similarly in the County 20 percent of households were female-headed. Female-headed households in the City have a slightly lower rate of homeownership than those in the County (11.8 percent and 13.3 percent, respectively), however in both female-headed households (with children and without children), the City has higher homeownership rates than the County. Of the 3,351 female-headed households in the City of Madera, 11.4 percent had children under 18. In the City of Madera, 28.9 percent of households below the poverty line are female-headed households (1,172 households). When compared, the City and County have a comparable percentage of female-headed households below the poverty line (28.9 percent and 27.1 percent, respectively).

Persons Experiencing Homelessness

Data on homelessness in Madera County is based on the 2023 Point-in-Time Count (PITC), information provided to HUD by the Fresno-Madera Continuum of Care (FMCoC). The PITC provides a count of sheltered and unsheltered homeless persons on a single night during the last ten days in January for the Fresno and Madera region. A follow-up survey sampling of unsheltered and sheltered individuals is conducted two weeks following the count. The count was conducted on January 24, 2023. No PITC was conducted in Fresno and Madera counties in 2024. Madera County had an estimated homeless count of 140, 100 percent of which were unsheltered. There were 541 homeless persons surveyed in the City of Madera, 205 of whom were unsheltered. Madera's homeless population accounts for 12 percent of all homeless persons in the region.

Disabilities

People living with disabilities may have a wide range of housing needs, depending on the type and severity of their disability. Housing affordability is a major concern for individuals with disabilities, particularly for those whose disability impacts their income earning potential.

Based on the 2016–2020 ACS, there are 7,658 individuals, or 11.8 percent of the population, living with at least one form of disability in Madera. This is substantially lower than the County, where 46.4 percent of the population has a disability

Developmental Disabilities

A subgroup of disabled residents is those who are developmentally disabled. Housing Element Law mandates that an analysis of special needs of disabled persons, including persons with developmental disabilities, be included in Housing Elements.

The California Department of Developmental Services (DDS) currently provides community-based services through 21 community-based nonprofit corporations known as regional centers. The regional centers serve as a local resource to help find and access services and support available to individuals and families once eligibility is determined. The Central Valley Regional Center provides service to developmentally disabled individuals throughout Madera County. According to the DDS, as of December 2021, the Central Valley Regional Center served 22,500 residents. The largest populations served are those with an intellectual disability (41 percent) followed by autism (28 percent).

Elderly Persons

The US Census defines persons 65 years of age and older as elderly. The City of Madera's elderly population has special housing needs associated with affordability, maintenance, and upkeep of their homes, as well as physical access. Elderly persons are more likely to have fixed incomes and have a substantial portion of their financial resources in non-liquid assets, such as property. They often spend a higher percentage of their income on food, housing, medical care, and personal care comparative to non-elderly persons. According to the 2020 US Census data, 17 percent of Madera's households are headed by one person aged 65 or over. This is significantly less than the 30 percent in Madera County households.

The 2020 median household income for households with a resident aged 65 and older was $39,548 in the City and $53,108 in Madera County. This is lower than the citywide median income of $49,358 and Countywide median income of $63,454 in 2020. The lower income is likely because fewer elderly persons are working full-time, and most income comes from a fixed income such as Social Security and/or part-time work. Based on HUD data, 48.2 percent of elderly households in the City of Madera are in one of the lower-income categories. Madera County had a lower percentage of elderly households within the lower income categories, at 36.9 percent.

Structures

This section inventories the parcels (and associated structures) that make up the built environment of the City. The 2024 Madera County Assessor's data and the associated parcel layer was used as the basis of

this inventory. The methodology used to derive the number of total and improved parcels (i.e., those with an improved structure value) and land and improved property values (as well as content replacement values) follows the same methodology detailed in Section 4.2.1 of the Base Plan. This data should only be used as a guideline to overall values in the City, as the information has some limitations. The most significant limitations are created by Proposition 13. With respect to Proposition 13, instead of adjusting property values annually, the values are not adjusted or assessed at fair market value until a property transfer occurs. As a result, overall value information is most likely low and does not reflect current market value of properties within the City. It is also important to note, in the event of a disaster, it is often the value of the infrastructure or improvements to the land that is of concern or at risk. Generally, the land itself is not a loss. However, depending on the type of hazard and impact of any given hazard event, land values may be adversely affected; thus, land values are included as appropriate. Table B-7 shows the Madera County Parcel/Assessor Data land and structure values and content replacement values (e.g., the values at risk) broken down by property use for the City.

Table B-7 City of Madera – Total Value of Parcels and Structures by Property Use

Property Use	Total Parcel Count	Improved Parcel Count	Total Land Value	Structure Value	Personal Property Value	Estimated Contents Value	Total Value
Agricultural	77	55	$39,741,955	$10,537,300	$947,502	$10,537,300	$61,764,057
Commercial	1,012	753	$189,751,981	$534,266,572	$45,701,431	$534,266,572	$1,303,986,556
Government	212	1	$4,393,793	$12,481	$0	$12,481	$4,418,755
Industrial	241	113	$42,228,872	$183,432,081	$84,960,260	$275,148,122	$585,769,335
Institutional	85	60	$3,871,230	$30,519,200	$132,915	$30,519,200	$65,042,545
Recreational	7	0	$1,705	$0	$0	$0	$1,705
Residential	15,369	14,439	$729,655,028	$2,626,678,273	$3,751,750	$1,313,339,137	$4,673,424,188
Utilities	12	1	$231,063	$163,844	$2	$163,844	$558,753
Right of Way	31	1	$83,614	$46,163	$0	$46,163	$175,940
Unknown	42	1	$1,746,582	$187,553	$0	$187,553	$2,121,688
City of Madera Total	**17,088**	**15,424**	**$1,011,705,823**	**$3,385,843,467**	**$135,493,860**	**$2,164,220,371**	**$6,697,263,521**

Source: 2024 Madera County Parcel/Assessor Data

Critical Facilities and Infrastructure

Beyond just the buildings and structures that comprise the built environment, it is important to identify the critical facilities and infrastructure that are critical for life safety and property protection. This is done for the City of Madera below.

For purposes of this plan, a critical facility is defined as:

> ***Any facility, including without limitation, a structure, infrastructure, property, equipment or service, that if adversely affected during a hazard event may result in severe consequences to public health and safety or interrupt essential services and operations for the community at any time before, during and after the hazard event.***

A critical facility is classified by the following categories: (1) Essential Services Facilities, (2) At-Risk Populations Facilities, and (3) Hazardous Materials Facilities, as discussed in Section 4.3.1 of the Base Plan.

Note: The Hazardous Materials Facilities, while considered critical facilities for purposes of this Plan Update, are not mapped in this Plan due to the lack of an available GIS layer. In addition to the mapped critical facilities, it should further be noted that additional critical facilities, including infrastructure, utilities, and others have been identified for the City of Madera and the larger Madera County Planning Area but are not included in the mapping and inventory due to privacy and security concerns.

An inventory of critical facilities in the City of Madera from Madera County GIS is shown on Figure B-9. Table B-8 gives summary information about the critical facilities in the City. Table B-9 details the facility categories and breaks them down by facility type. Details of critical facility definition, type, name, address, and jurisdiction by hazard zone are listed in Appendix F.

Figure B-9 City of Madera – Critical Facilities

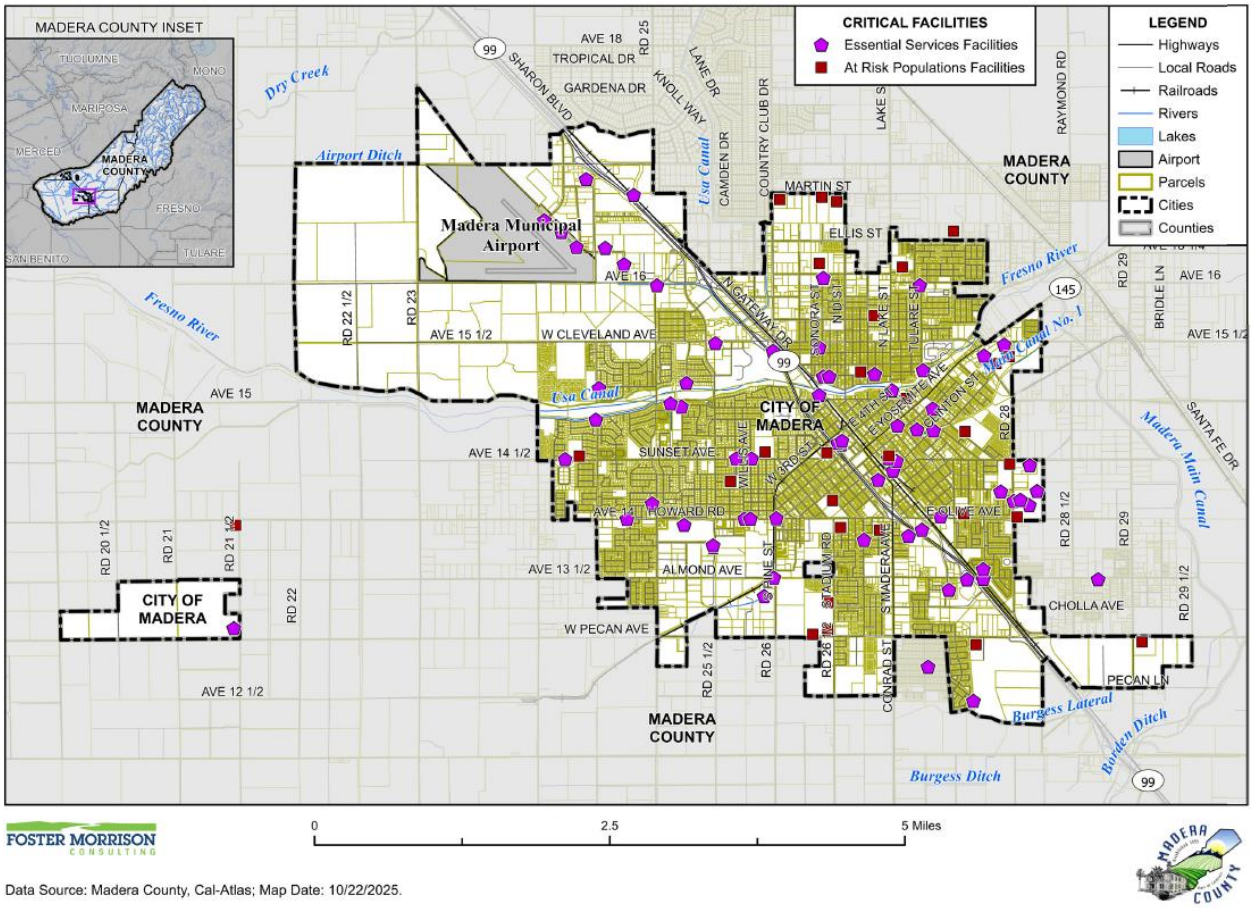


Table B-8 City of Madera – Critical Facilities by Category

Jurisdiction /Critical Facility Category	Facility Count
Essential Services Facilities	103

Jurisdiction /Critical Facility Category	Facility Count
At Risk Populations Facilities	29
City of Madera Total	**132**

Source: Madera County GIS

Table B-9 City of Madera – Critical Facilities by Category and Type

Critical Facility Category	Critical Facility Type	Facility Count
Essential Services Facilities	Cogeneration Power	5
	Community Services	6
	Emergency Dispatch Center	1
	Fire Command Center	1
	Fire Station	4
	Pavilion	1
	Police	3
	Wastewater Lift Station	26
	Water Treatment	49
	Health / Medical	1
	Communications	5
	Jail / Prison	1
	Total	**103**
At Risk Populations Facilities	Community Church	1
	Community Recreation Center	2
	School	26
	Total	**29**
City of Madera Total		**132**

Source: Madera County GIS

Community Lifelines

Assessing the vulnerability of the City of Madera to natural hazards and disasters also involves reviewing and inventorying the community lifelines in place that could be affected. It is important to include these items in hazard discussions as the continuous operation of critical government and business functions is essential to human health and safety, property protection, and economic security. The importance of community lifelines is discussed below:

- Lifelines are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function.
- FEMA has developed a method for objectives-based response that prioritizes the rapid stabilization of Community Lifelines after a disaster.
- The integrated network of assets, services, and capabilities that provide lifeline services are used day-to-day to support the recurring needs of the community and enable all other aspects of society to function.

- When disrupted, decisive intervention (e.g., rapid re-establishment or employment of contingency response solutions) is required to stabilize the incident.

Community lifelines, as defined by FEMA, include the following:

- **Safety and Security** – Law Enforcement/Security, Fire Service, Search and Rescue, Government Service, Community Safety
- **Food, Hydration, Shelter** – Food, Water, Shelter, Agriculture
- **Health and Medical –** Medical Care, Public Health, Patient Movement, Medical Supply Chain, Fatality Management
- **Energy –** Power Grid, Fuel
- **Communications** – Infrastructure, Responder Communications, Alerts Warnings and Messages, Finance, 911 and Dispatch
- **Transportation** – Highway/Roadway/Motor Vehicle, Mass Transit, Railway, Aviation, Maritime
- **Hazardous Material –** Facilities, HAZMAT, Pollutants, Contaminants
- **Water Systems** – Potable Water Infrastructure, Wastewater Management

It should be noted that these community lifelines are all in place and functional as part of regular government operations in the Madera County Planning Area serving as a partnership between the cities, local special districts and agencies, and Madera County. Due to its more rural nature, there is an interplay in community lifelines between all jurisdictions in the County. Most all of the City's community lifelines overlap with the Planning Area's. It should also be noted that these lifelines collectively include many of the critical facilities and infrastructure assets inventoried for this LHMP. As such, specific information on these community lifelines in the City and how they may be affected by a hazard event or disaster are discussed collectively for all jurisdictions in the Base Plan.

Natural, Historic, and Cultural Resources

Assessing the vulnerability of the City of Madera to natural hazards and disasters also involves inventorying the natural, historic, and cultural assets of the area. This step is important for the following reasons:

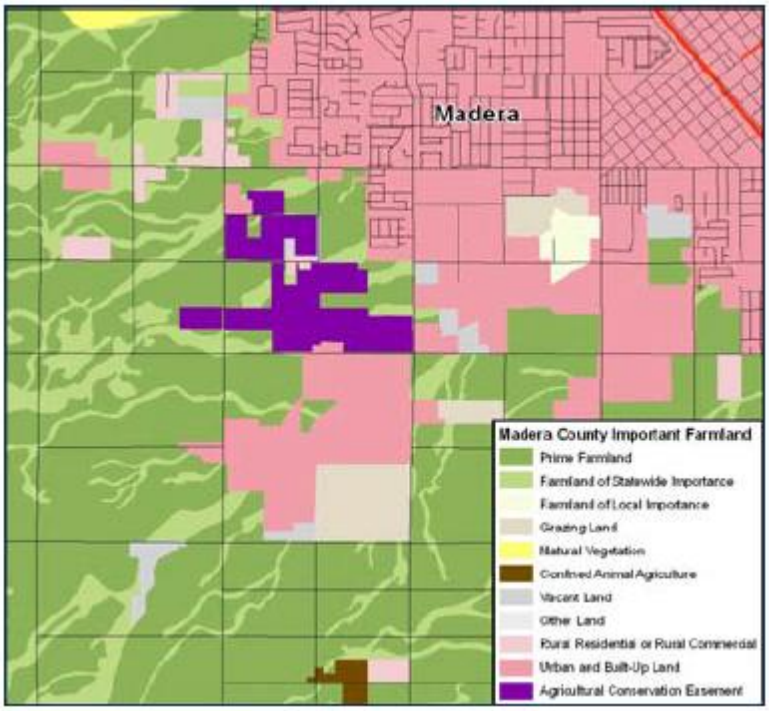
- Environmental and natural resources add to a community's identity and quality of life. They also help the local economy through agriculture, tourism, and recreation. They support ecosystem services, such as clean air and water.
- Conserving the environment may help people mitigate risk. It can also protect sensitive habitats, develop parks and trails, and build the economy.
- The community may decide that these types of resources warrant a greater degree of protection due to their unique and irreplaceable nature and contribution to the overall economy.
- If these resources are impacted by a disaster, knowing so ahead of time allows for more prudent care in the immediate aftermath, when the potential for additional impacts are higher.
- The rules for reconstruction, restoration, rehabilitation, and/or replacement are often different for these types of designated resources.
- Natural resources can have beneficial functions that reduce the impacts of natural hazards, such as wetlands and riparian habitat, which help absorb and attenuate floodwaters.

Natural Resources

The City contains a variety of natural resources. Natural resources are unique to each area, often provide an important function, and are difficult to replace. Should a natural disaster occur, these species, resources, and locations are at risk.

The City of Madera has a variety of natural resources of value to the community. As one of the primary sources of regional income, agriculture activity and the prime soils that support it are critical to the future of Madera. In the current city limits, about 950 acres—about one-tenth of the city—are in agricultural use (mostly near the Madera Airport, where land use restrictions preclude most urban uses). As is the case throughout the Central Valley, some farmland in Madera County is being lost to urbanization to meet the needs of the region's growing population. In 2002, Madera County farmers joined with County agricultural officials and state and federal conservation agencies to create an area of protected agriculture land in the southwest area of Madera. The 440-acre area (shown on Figure B-10) was established to help direct growth away from the west edge of Madera in recognition of the agricultural value the land in this area represents. While the protected area creates an irregular and noncontiguous barrier, its presence clearly reflects the intent to keep these and other lands further to the west in agricultural production.

Figure B-10 City of Madera – Farmlands near City



Source: City of Madera 2009 General Plan Conservation Element

The California Natural Diversity Database (a computerized database that shows where sensitive plants and animals have been found) documents seven plant and animal special-status species that have been found in the past in the City. The Database also shows one "natural community" that has also been found in the City. (Note: The list below is of species whose presence has been recorded within a one-mile radius of the City in the CNDDB. Other sensitive plants and animals have been found in or have the potential to be found in

the City, but are not recorded in the CNDDB.) Sensitive plants and animals that have been found in the City and are in the CNDDB are listed below.

- Burrowing Owl;
- California Tiger Salamander;
- Blunt nosed leopard lizard;
- California linderiella ("fairy shrimp");
- Vernal pool fairy shrimp;
- Madera leptosiphon;
- Hairy orcutt grass.

Although most of the City has been changed from its natural condition by farming and urban uses, a few areas of natural habitat remain. These include:

- Annual grasslands;
- Riparian areas;
- Wetlands.

In addition, according to state records, one type of "Natural Community" is found in the City. This Natural Community, Northern Hardpan Vernal Pool, contains vernal pools (which fill seasonally during the rainy season) that could harbor sensitive plant and animal species (including fairy shrimps). These vernal pools are generally found in annual grasslands, grasslands where the soils include an impermeable clay-pan layer below the surface, conditions which are widely distributed in the eastern portion of the City.

Wetlands and their Natural and Beneficial Functions

Wetlands are habitats in which soils are intermittently or permanently saturated or inundated. Wetland habitats vary from rivers to seasonal ponding of alkaline flats and include swamps, bogs, marshes, vernal pools, and riparian woodlands. Wetlands are considered to be waters of the United States and are subject to the jurisdiction of the U.S. Army Corps of Engineers as well as the California Department of Fish and Wildlife (CDFW). Where the waters provide habitat for federally endangered species, the U.S. Fish and Wildlife Service may also have authority.

Wetlands are a valuable natural resource for communities providing beneficial impact to water quality, wildlife protection, recreation, and education, and play an important role in hazard mitigation. Wetlands provide drought relief in water-scarce areas where the relationship between water storage and streamflow regulation is vital and reduce flood peaks and slowly release floodwaters to downstream areas. When surface runoff is dampened, the erosive powers of the water are greatly diminished. Furthermore, the reduction in the velocity of inflowing water as it passes through a wetland helps remove sediment being transported by the water.

Wetlands are often found in floodplains and depressional areas of a watershed. Many wetlands receive and store floodwaters, thus slowing and reducing downstream flow. Wetlands perform a variety of ecosystem functions including food web support, habitat for insects and other invertebrates, fish and wildlife habitat, filtering of waterborne and dry-deposited anthropogenic pollutants, carbon storage, water flow regulation (e.g., flood abatement), groundwater recharge, and other human and economic benefits.

Wetlands, and other riparian and sensitive areas, provide habitat for insects and other invertebrates that are critical food sources to a variety of wildlife species, particularly birds. There are species that depend on these areas during all parts of their lifecycle for food, overwintering, and reproductive habitat. Other species use wetlands and riparian areas for one or two specific functions or parts of the lifecycle, most commonly for food resources. In addition, these areas produce substantial plant growth that serves as a food source to herbivores (wild and domesticated) and a secondary food source to carnivores.

Wetlands slow the flow of water through the vegetation and soil, and pollutants are often held in the soil. In addition, because the water is slowed, sediments tend to fall out, thus improving water quality and reducing turbidity downstream.

These natural floodplain functions associated with the natural or relatively undisturbed floodplain that moderates flooding, such as wetland areas, are critical for maintaining water quality, recharging groundwater, reducing erosion, redistributing sand and sediment, and providing fish and wildlife habitat. Preserving and protecting these areas and associated functions are a vital component of sound floodplain management practices for the City.

According to US Fish and Wildlife Service maps, there are no wetlands in the City; as such, no mapping or tabular analysis is shown.

Historic and Cultural Resources

Historic and cultural resources are difficult to replace. Should a natural disaster occur, these properties and locations can be at risk. The City of Madera has a stock of historically significant homes, public buildings, and landmarks. The California Department of Parks and Recreation Office of Historic Preservation (OHP) was the primary source of information. OHP administers the National Register of Historic Places, the California Register of Historical Resources, California Historical Landmarks, and the California Points of Historical Interest programs. Each program has different eligibility criteria and procedural requirements. These requirements are detailed in Section 4.2.1 of the Base Plan. Table B-10 shows 4 historic buildings in the City from the OHP Database.

Table B-10 City of Madera – Historic Resources

Resource Name (Plaque Number)	National Register	State Landmark	California Register	Point of Interest	Date Listed	City
Madera County Courthouse (N108)	X				9/3/1971	Madera

Source: California Department of Parks and Recreation Office of Historic Preservation. Retrieved 12/3/2024.

It should be noted that these lists may not be complete, as they may not include those currently in the nomination process and not yet listed. Additionally, as defined by the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), any property over 50 years of age is considered a historic resource and is potentially eligible for the National Register. Thus, in the event that the property is to be altered, or has been altered, as the result of a major federal action, the property must be evaluated under the guidelines set forth by CEQA and NEPA. Structural mitigation projects are considered alterations for the purpose of this regulation.

Economic Assets and Community Activities of Value

Assessing the vulnerability of the City of Madera to natural hazards and disasters also involves inventorying the economic assets and community activities of value in the City.

Economic Assets

After a disaster, economic resiliency is one of the major drivers of a speedy recovery. Each community has specific economic drivers. These include:

- Primary Economic Sectors
- Major employers
- Commercial Centers

Madera's economy is driven primarily by agriculture, manufacturing, education, and public administration. The surrounding county is among the leading producers of grapes, almonds, pistachios, and figs in the United States. Food processing and distribution facilities support the region's agricultural output, while the Madera Unified School District and City of Madera are major public employers. The industrial sector continues to expand near State Route 99, supported by transportation and warehousing infrastructure.

Retail, logistics, and construction contribute to the City's private-sector growth. Although service-based employment has increased, agriculture and education remain the dominant job sectors.

Table B-11 City of Madera – Major Employers

Employer	Employer Size
Madera Unified School District	2,013
Madera County	1,896
City of Madera	333
US Government	300
Walmart	350
Camarena Health Care	249
Community Action Partnership	235
Vallarta Grocery Store	200
JBT Food tech	165
EVAPCO Inc.	100-249
Home Depot	145
Lowes	100-249
Span Construction	100-249
Madera Rehab Center	100-249
Georgia Pacific	100-249
Sealed Air	100
Oldcastle Enclosure Solutions	50-99

Employer	Employer Size
Nutra Blend	50-99
Madera Community Hospital	500-1,000

Source: City of Madera

Other employers not listed that would have significant impacts on the local economy include Midland Tractor, Madera Toyota/ Chevrolet, Madera Ford, Gil Chrysler Dodge/Jeep/Ram, Deerpoint, TranPak, Sealed Air, Purl's Sheet Metal, California Custom Processing, Florestone Products, The Almond Company, the Madera Airport, Loves Travel Center, Marshal's, Ross Clothing, Save Mart, Madera Community College, Miles Chemical.

Note: This inventory of economic assets is only included in this overall asset inventory for the City. To limit redundancy, it is not discussed further in the hazard profiles and vulnerability assessments in Section B.4.3 below. However, depending on the type, location, magnitude and extent of future hazard events and disasters, these City's economic assets may be vulnerable.

Community Activities of Value

Inventorying economic assets in the City and their vulnerability to natural hazards and disasters also involves inventorying activities that have value to the community. This includes activities that are important to a community, like long-standing traditions such as a festival or fair. Some areas rely on seasonal industries to sustain them throughout the year. Many of these activities also provide economic benefits to the City. A hazard event that cancels or shortens these can affect a community's livelihood and can make disaster recovery more difficult or prolonged. This includes activities such as:

- Festivals and Fairs
- Sporting Events
- Tourism
- Local Pools
- Local Splash Pools

The City noted the following community activities of value:

- PCS Easter Eggstravaganza, National Night Out, Graduations, Pomegranate Festival, Parades, Fair, Flea Market/Swap Meet, Little League World Series, Warbirds Airshow, 4th of July Celebration, Relay for Life, Movies in the Park, regional softball and baseball tournaments, Spring Fling VW Carshow, Madera Wine Trail Events, State of the County, Prayer Breakfast, La Guelaguetza, and the Madera Raceway.

Note: This inventory of community activities of value only occurs in this overall asset inventory for the City. To limit redundancy, it is not discussed further in the hazard profiles and vulnerability assessments in Section B.4.3 below. However, depending on the type, location, magnitude and extent of future hazard events and disasters, the City's community activities of value may be vulnerable.

Growth and Development Trends

As part of the planning process, the City looked at changes in growth and development, both current and future, and examined these changes in the context of hazard-prone areas, and how the changes in growth and development affect loss estimates and vulnerability over time.

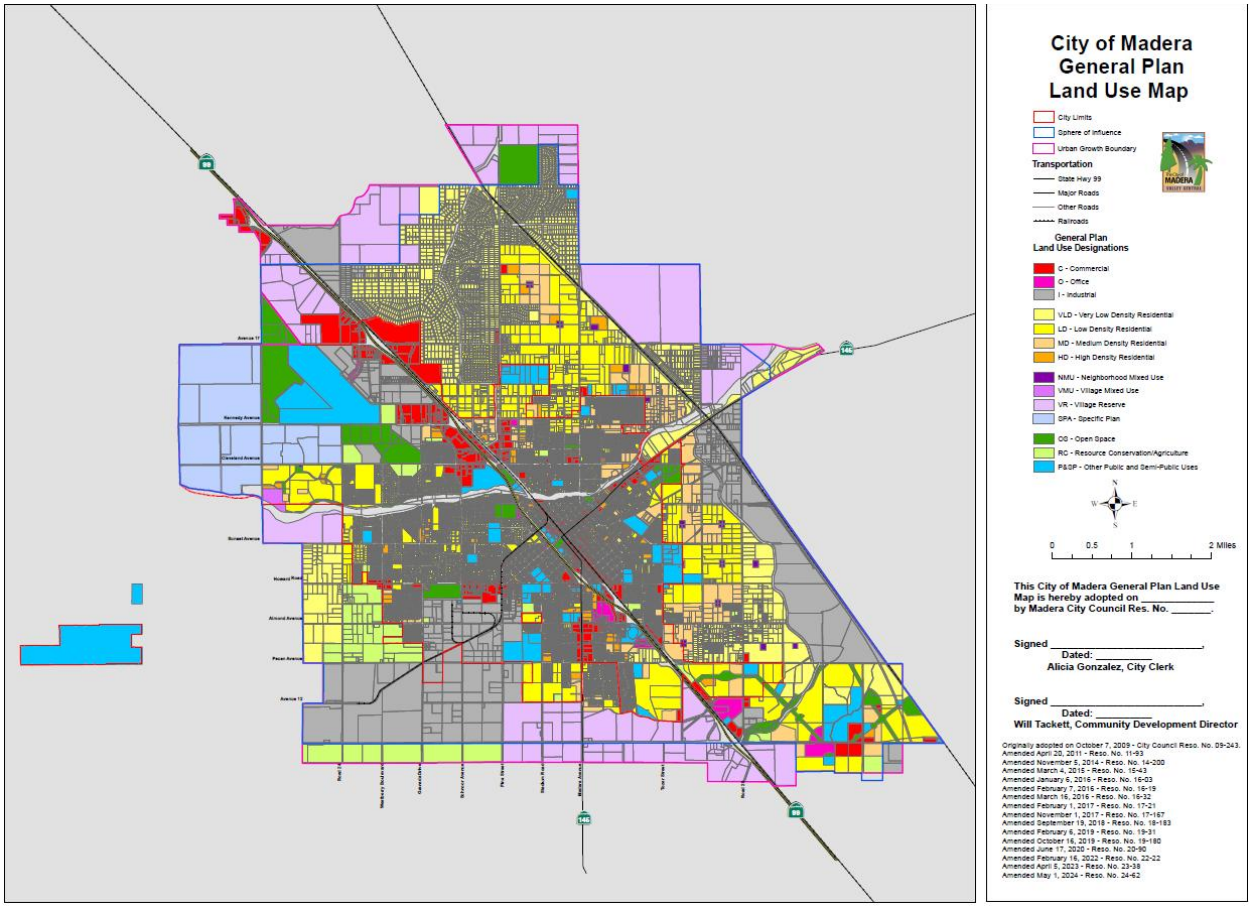
Land Use

State planning law requires that a land use element of a general plan include a statement of the standard population density, building intensity, and allowed uses for the various land use designations in the plan (Government Code Section 65302(a)). The City's land use designations are generally described below and mapped on the Land Use Diagram (Figure B-11). The City of Madera Municipal Code provides detailed land use and development standards for development.

The Municipal Code works hand in hand with the City's General Plan Land Use Element. The purpose of the Land Use Element is to provide goals, policies, actions diagrams and standards to guide future land use decisions in the City of Madera. While all elements of the General Plan have equal weight under California law, in some respects this Element is the most far-reaching. It informs all other elements of the General Plan, shaping the future transportation network and the location of future housing sites, and influencing public facility requirements and park and recreation needs. It defines the City's future open space system and responds to natural resource conservation issues and safety hazards. It establishes the basic pattern of development in the City for the next 20-25 years, including land uses and densities, and presents the policies and actions to ensure that future development will enhance the quality of life for all City of Madera residents.

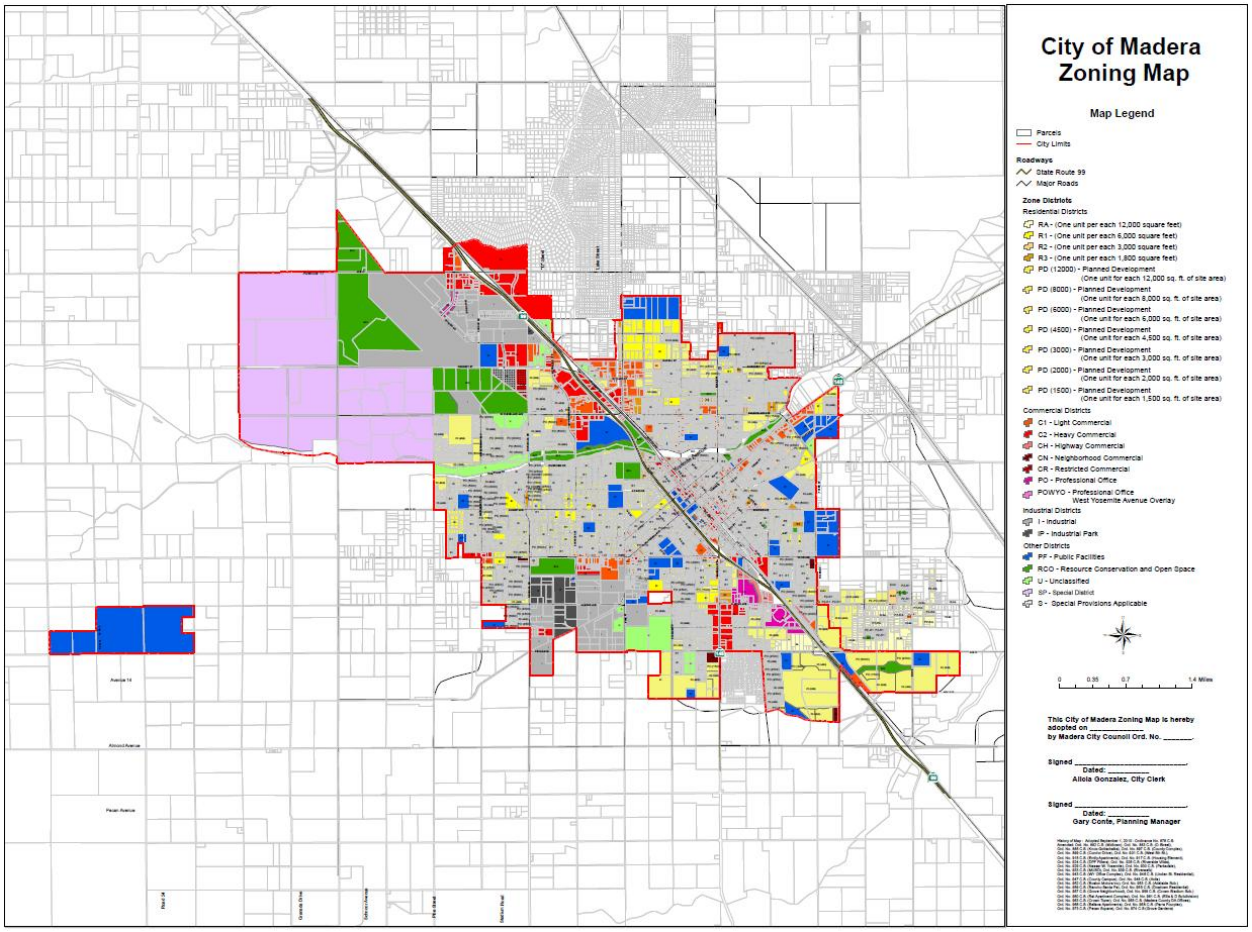
Future land use for the City of Madera from the 2017 City of Madera General Plan Land Use Element (and last amended on May 1, 2024) is shown on Figure B-11. This goes hand in hand with the City of Madera Zoning Map, which is shown on Figure B-12.

Figure B-11 City of Madera – Land Use Diagram



Source: City of Madera. Retrieved 1/22/2026.

Figure B-12 City of Madera - Zoning Map



Source: City of Madera. Retrieved 1/22/2026.

Population Trends and Projections

There are no future City population projections. Madera County as a whole is expected to slowly continue to increase in population until 2045 (where growth plateaus), and then slowly shrink through 2070. As such, it is assumed that the City may see similar population growth as well.

Development since 2018 Plan

Development growth in the City of Madera since the last LHMP update has, for the most part, been well-balanced.

Substantial City growth has occurred with the annexation of 1,851 acres located in the northwestern portion of the City in 2022 (Villages at Almond Grove Specific Plan). The Specific Plan area is planned to consist of 10,783 residential units, approximately 2.1 million square feet of commercial and office space, approximately 164 acres of parks and recreational area, and approximately 54 acres of public facilities, including schools. In addition, the proposed Specific Plan would include infrastructure improvements including roadways and utilities. Build-out is expected to occur over the next 20-30 years.

Approximately 250 acres of land in the north-central portion of the City was annexed in 2024 (Country Club Drive – Martin Street Annexation). The majority of acreage within this annexation area remains vacant, is located near Matilda Torres High School and is expected to be a focus for prospective development. Additionally, lands in this area are proposed for intensification and upzoning in the City's 6th Cycle Housing Element Public Review Draft (seeking adoption in 2026).

The City is processing a General Plan Amendment and annexation proposal pertaining to ±327 acres of property located on the north side of Avenue 14 ½ between Road 23 and Road 24 in the western portion of the City. Build out of the Granite Creek Plan Area is being planned to accommodate a maximum of 1,542 residential dwelling units and approximately 612,235 square feet of non-residential (commercial & public) or mixed-use floor area over approximately 204 acres. The number of residents at full build out is estimated at 5,119 based on an average household size of 3.32. Nearly 60% of the proposed Project area is planned for residential uses, followed by 40% planned for employment uses including commercial and mixed use, and the remaining for public institutional (K-8 School Site), open space, and roadways.

The south-central area of the City have and are also experiencing development and investment interest. The Ventana Specific Plan was readopted and designed to provide residential housing, educational facilities, parks and landscaped open space areas, and circulation facilities that are consistent with the form and function of the City of Madera. The plan area is located to the west of State Route 99 in southern Madera and encompasses approximately 250.6 acres. The Ventana Specific Plan proposes approximately 1,444 residential units, 18.7 acres of parkland, neighborhood commercial uses, and a new elementary school. Lands located within the boundaries of the Madera State Center Community College Specific Plan and Southeast Madera Master Plan are expected to be a focus for future investment & development interests in the coming years.

Commercial & industrial development interests continue to primarily focus on vacant lands along or in near proximity to the State Route 99 & 145 corridors, near the airport & new casino as well as the industrial planned lands within the southwest portion of the City.

Development has occurred in the City since the last plan. Some of this has occurred in hazard prone areas. The City Planning Department tracked total building permits issued since 2018 for the City. These are tracked by total development, property use type, and hazard risk area. These are shown in Table B-12 and Table B-13.

Table B-12 City of Madera – Total Development Since 2018

Property Use	2019	2020	2021	2022	2023	2024
Residential	176	202	302	201	217	99
Commercial	20	13	17	11	9	14
Industrial	2	1	0	4	0	4
Total	**198**	**216**	**319**	**216**	**226**	**117**

Source: City of Madera Planning Department

Table B-13 City of Madera – Development in Hazard Areas since 2018

Property Use	1% Annual Chance Flood	Levee Protected Area	Wildfire Risk Area[1]	Other
Residential	15 Units (Zone X)	0	0	0
Commercial	0	0	0	0
Industrial	0	0	0	0
Total	**15**	**0**	**0**	**0**

Source: City of Madera Planning Department

[1]Moderate or higher wildfire risk area

Development has occurred in the identified hazard areas. It was completed in accordance with all current and applicable development codes, including floodplain ordinances, wildfire codes, and other applicable standards and should be adequately protected. Thus, with the exception of more people living in the area potentially exposed to natural hazards, this growth should not cause a significant change in vulnerability of the City to identified priority hazards.

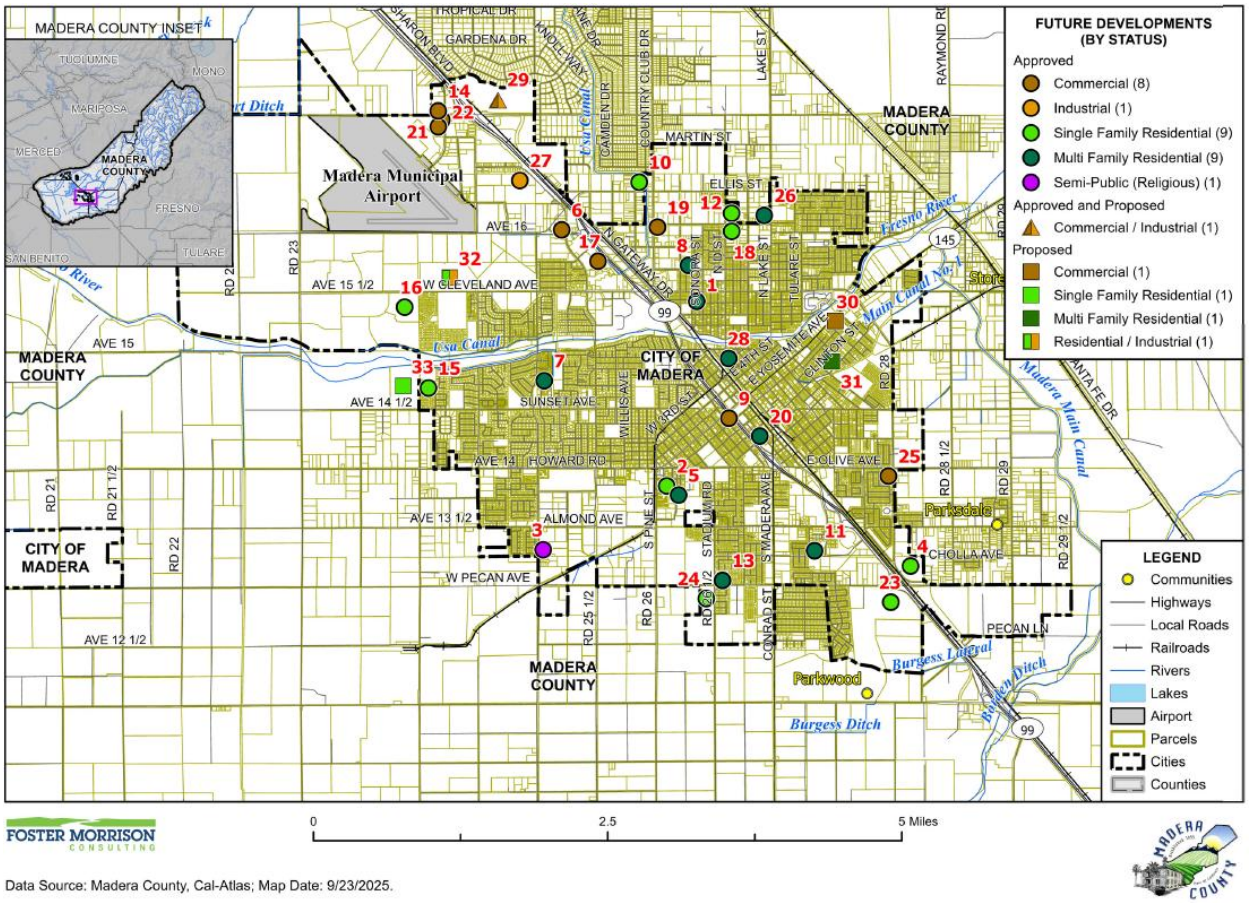
Future Development Areas

It is important to review future development plans for the City. Future development should be sited in areas that are away from known hazard risks. If this is not possible, mitigation should be done to ensure that future development is protected against future hazards.

GIS Analysis

The City of Madera provided 33 future development areas which were used as the basis for the inventory of future development for the City. These were mapped in GIS. Figure B-13 show the locations of the future development areas. Due to the high number of future development area, Figure B-14 shows a legend that matches us with the map identification numbers used in Figure B-13. Table B-14 shows the details of the future development areas by map identification area, acreage, and parcel count.

Figure B-13 City of Madera – Future Development Areas



Data Source: Madera County, Cal-Atlas; Map Date: 9/23/2025.

Figure B-14 City of Madera – Future Development Area Map Legend

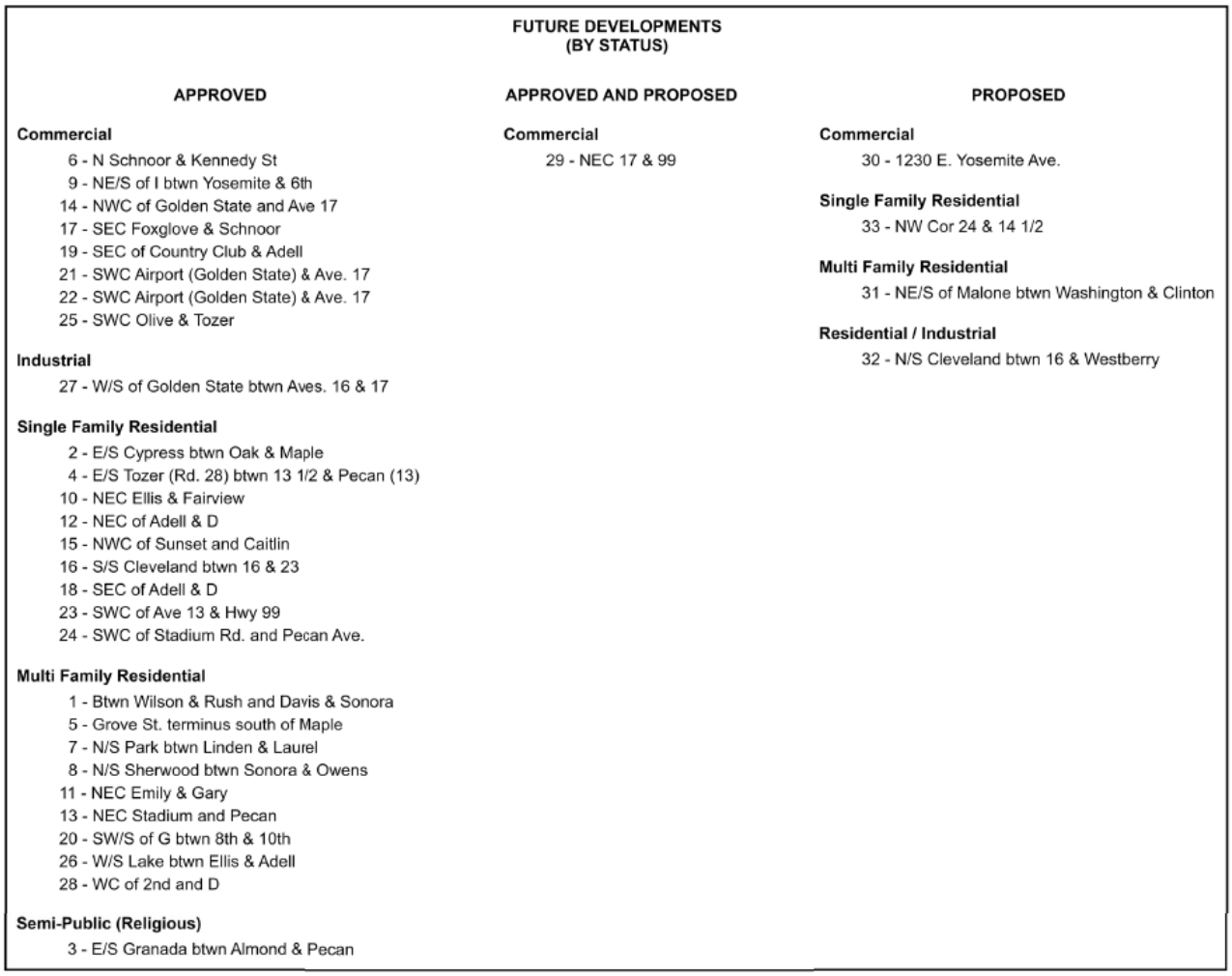


Table B-14 City of Madera – Future Development Areas by Map ID, Parcels, and Acres

Site / Map ID	Future Development Status	Total Parcels	Total Acres	Total Improved Parcels	Total Improved Acres
Btwn Wilson & Rush and Davis & Sonora (Map ID 1)	Approved	2	0.3		
E/S Cypress btwn Oak & Maple (Map ID 2)	Approved	1	0.2		
E/S Granada btwn Almond & Pecan (Map ID 3)	Approved	1	8.4	1	8.4
E/S Tozer (Rd. 28) btwn 13 1/2 & Pecan (13) (Map ID 4)	Approved	1	28.1	0	0
Grove St. terminus south of Maple(Map ID 5)	Approved	2	3.0	1	2.2
N Schnoor & Kennedy St (Map ID 6)	Approved	1	1.9	0	0
N/S Park btwn Linden & Laurel (Map ID 7)	Approved	3	0.7	0	0
N/S Sherwood btwn Sonora & Owens (Map ID 8)	Approved	1	1.4	0	0
NE/S of I btwn Yosemite & 6th (Map ID 9)	Approved	1	0.2	0	0
NEC Ellis & Fairview (Map ID 10)	Approved	1	6.3	0	0

Site / Map ID	Future Development Status	Total Parcels	Total Acres	Total Improved Parcels	Total Improved Acres
NEC Emily & Gary (Map ID 11)	Approved	1	4.5	0	0
NEC of Adell & D (Map ID 12)	Approved	2	9.1	1	4.1
NEC Stadium and Pecan (Map ID 13)	Approved	1	5.2	0	0
NWC of Golden State and Ave 17 (Map ID 14)	Approved	1	10.3	0	0
NWC of Sunset and Caitlin (Map ID 15)	Approved	1	0.1	0	0
S/S Cleveland btwn 16 & 23 (Map ID 16)	Approved	1	38.1	1	38.1
SEC Foxglove & Schnoor (Map ID 17)	Approved	2	19.4	0	0
SEC of Adell & D (Map ID 18)	Approved	3	7.8	0	0
SEC of Country Club & Adell (Map ID 19)	Approved	1	1.4	0	0
SW/S of G btwn 8th & 10th (Map ID 20)	Approved	1	0.3	0	0
SWC Airport (Golden State) & Ave. 17 (Map ID 21)	Approved	1	1.5	0	0
SWC Airport (Golden State) & Ave. 17 (Map ID 22)	Approved	1	1.1	0	0
SWC of Ave 13 & Hwy 99 (Map ID 23)	Approved	1	135.6	1	135.6
SWC of Stadium Rd. and Pecan Ave. (Map ID 24)	Approved	1	18.7	0	0
SWC Olive & Tozer (Map ID 25)	Approved	1	4.9	0	0
W/S Lake btwn Ellis & Adell (Map ID 26)	Approved	1	2.4	0	0
W/S of Golden State btwn Aves. 16 & 17 (Map ID 27)	Approved	1	17.2	0	0
WC of 2nd and D (Map ID 28)	Approved	1	0.3	0	0
NEC 17 & 99 (Map ID 29)	Approved & Proposed	1	99.6	0	0
1230 E. Yosemite Ave. (Map ID 30)	Proposed	5	4.5	1	0.2
NE/S of Malone btwn Washington & Clinton (Map ID 31)	Proposed	1	0.5	0	0
N/S Cleveland btwn 16 & Westberry	Proposed	1	71.4	1	71.4
NW Cor 24 & 14 1/2	Proposed	1	58.3	1	58.3
Total		**45**	**563**	**8**	**318**

Source: City of Madera

B.4.2. Hazard Identification

The City of Madera identified the hazards that affect the City and summarized their location, extent, likelihood of future occurrence, potential magnitude, and significance specific to the City (see Table B-15). Those hazards identified as a high or medium significance in Table B-15 are considered City of Madera priority hazards for mitigation planning. Those hazards that occur infrequently or have little or no impact in the City were determined to be of low significance and not considered a priority hazard. Significance was determined based on the hazard profile, focusing on key criteria such as frequency, extent, and resulting damage, including deaths/injuries and property, natural and cultural resources, and economic damage. The ability of a jurisdiction to reduce losses through implementation of existing and new mitigation measures

was also considered as to the significance of a hazard. This assessment was used to prioritize those hazards of greatest significance, enabling the City to focus resources where they are most needed.

Table B-15 City of Madera—Hazard Identification Assessment

Hazard	Geographic Extent	Probability of Future Occurrences	Magnitude/ Severity	Significance	Climate Change Influence
Agricultural Hazard: Severe Weather/Pests/Invasives	Significant	Occasional	Limited	Low	Medium
Climate Change	Extensive	Likely	Limited	Medium	--
Dam Failure	Significant	Unlikely	Catastrophic	High	Low
Drought & Water shortage	Extensive	Likely	Critical	High	High
Earthquake (w/subhazards)	Extensive	Occasional	Limited	High	Low
Floods: 1%/0.2% annual chance (w/levee failure)	Significant	Unlikely	Critical	High	Medium
Floods: Localized Stormwater	Significant	Highly Likely	Critical	High	Medium
Hazardous Materials Transportation	Limited	Occasional	Negligible	Low	Low
Landslide, Mudslide, Debris Flow	Limited	Unlikely	Negligible	Low	Medium
Severe Weather: Extreme Cold, Freeze, and Snow	Extensive	Likely	Limited	Medium	Medium
Severe Weather: Extreme Heat	Extensive	Highly Likely	Critical	High	High
Severe Weather: Heavy Rains and Storms (Hail, Lightning, Wind)	Extensive	Likely	Limited	Medium	Medium
Severe Weather: High Winds and Tornadoes	Extensive	Likely	Limited	Medium	Medium
Wildfire (w/smoke and air quality)	Extensive	Likely	Limited	Medium	Medium/High

Geographic Extent

Limited: Less than 10% of planning area

Significant: 10-50% of planning area

Extensive: 50-100% of planning area

Likelihood of Future Occurrences

Highly Likely: Near 100% chance of occurrence in next year or happens every year.

Likely: Between 10 and 100% chance of occurrence in the next year or has a recurrence interval of 10 years or less.

Occasional: Between 1 and 10% chance of occurrence in the next year or has a recurrence interval of 11 to 100 years.

Unlikely: Less than 1% chance of occurrence in next 100 years or has a recurrence interval of greater than every 100 years.

Magnitude/Severity

Catastrophic: More than 50 percent of property severely damaged; shutdown of facilities for more than 30 days; and/or multiple deaths

Critical: 25-50 percent of property severely damaged; shutdown of facilities for at least two weeks; and/or injuries and/or illnesses result in permanent disability

Limited: 10-25 percent of property severely damaged; shutdown of facilities for more than a week; and/or injuries/illnesses treatable do not result in permanent disability

Negligible: Less than 10 percent of property severely damaged, shutdown of facilities and services for less than 24 hours; and/or injuries/illnesses treatable with first aid

Significance

Low: Minimal potential impact

Medium: Moderate potential impact

High: Widespread potential impact

Climate Change Influence

Low: Minimal potential impact

Medium: Moderate potential impact

High: Widespread potential impact

B.4.3. Hazard Profiles and Vulnerability to Specific Hazards

This section includes the hazard profiles and vulnerability assessment for hazards ranked of medium or high significance specific to the City of Madera (as identified in the Significance column of Table B-15) and also includes a hazard profile and vulnerability assessment to the four primary hazards to the State of California: dam failure, earthquake, flood, and wildfire, regardless of the significance ranking by the City. Chapter 4 of the Base Plan provides more detailed information about these hazards and their impacts on the Madera County Planning Area. Methodologies for evaluating vulnerabilities and calculating loss estimates are the same as those described in Section 4.2 of the Base Plan.

Hazard Profiles and Vulnerability Assessment

Each hazard is profiled in the following format:

- **Hazard Profile** – A hazard profile is included for each hazard. This includes information on:
  - ✓ **Hazard Overview** – A general discussion of the hazard and related issues is detailed here.
  - ✓ **Location** and **Extent** - Location is the geographic area within the City that is affected by the hazard. Extent is the expected range of intensity for each hazard. These are discussed in specific detail for mapped hazards, and in more general detail for those hazards that do not have discrete mapped hazard areas.
  - ✓ **Past Occurrences** – Past occurrences are discussed for each hazard. A discussion of disaster declarations is included in each hazard section. NCDC events are also discussed. Other past occurrences data specific to the City follow the disaster declarations and NCDC events for each hazard.
  - ✓ **Climate Change** – This section contains the effects of climate change (as applicable). The possible influence of climate change on the hazard is discussed.

After the hazard profile, a vulnerability assessment is presented. As part of the vulnerability assessment, an estimate of the vulnerability of the City to each identified hazard, in addition to the estimate of risk of future occurrence, is provided in each of the hazard-specific sections. Vulnerability is measured in general, qualitative terms and is a summary of the potential impact based on past occurrences, spatial extent, and damage and casualty potential. It is categorized into the following classifications:

- **Extremely Low**—The occurrence and potential cost of damage to life and property is very minimal to nonexistent.
- **Low**—Minimal potential impact. The occurrence and potential cost of damage to life and property is minimal.
- **Medium**—Moderate potential impact. This ranking carries a moderate threat level to the general population and/or built environment. Here the potential damage is more isolated and less costly than a more widespread disaster.
- **High**—Widespread potential impact. This ranking carries a high threat to the general population and/or built environment. The potential for damage is widespread. Hazards in this category may have occurred in the past.
- **Extremely High**—Very widespread with catastrophic impact.

After this classification, a general discussion of hazard vulnerabilities occurs. This is done in the following format:

- **Local Concerns** – This includes City provided information on how the City is uniquely affected by or vulnerable to each hazard.
- **Assets at Risk** – A discussion of the assets at risk follows, presented in the same order as in Section B.4.1 above, with a few exceptions. This includes sections on: People and Populations; Structures; Critical Facilities and Infrastructure, and Natural, Historic, and Cultural Resources. These are discussed in specific terms for mapped hazards, and in more general terms for those hazards that are unmapped. Sections on Community Lifelines and Economic Assets and Community Activities of Value are not included in the Sections below, as they are fully covered in Section B.4.1 above and in Chapter 4 of the Base Plan.
- **Impacts** – A discussion on hazard impacts follows. Impacts describe how each hazard can affect the City and its assets. The type and severity of impacts reflect both the potential magnitude of the hazard and the vulnerability of the asset.
- **Future Conditions/Future Development** – A discussion of how future conditions and future development may affect the hazard is also included. This is addressed specifically for mapped hazards, and in more general terms for those hazards that are unmapped.

Power Interruption/Power Failure: A Common Vulnerability of all Hazards

An impact of almost all hazards evaluated as part of this LHMP Update relates to power shortage and/or power failures. The US power grid crisscrosses the country, bringing electricity to homes, offices, factories, warehouses, farms, traffic lights and even campgrounds. According to statistics gathered by the U.S. Department of Energy, major blackouts are on the upswing. Incredibly, over the past two decades, blackouts impacting at least 50,000 customers have increased 124 percent. The electric power industry does not have a universal agreement for classifying disruptions. Nevertheless, it is important to recognize that different types of outages are possible so that plans may be made to handle them effectively. In addition to blackouts, brownouts can occur. A brownout is an intentional or unintentional drop in voltage in an electrical power supply system. Intentional brownouts are used for load reduction in an emergency. Electric power disruptions can be generally grouped into two categories: intentional and unintentional. More information on types of power disruptions can be found in Section 4.3 of the Base Plan.

Public Safety Power Shutoff (PSPS)

An intentional disruption type of power shortage/failure event has been recently implemented in California as a result of wildfires starting as a result of downed power lines or electrical equipment. This was the case for the Camp Fire in 2018. As a result, California's three largest energy companies (including PG&E), at the direction of the California Public Utilities Commission (CPUC), are preparing all Californians for the threat of wildfires and power outages during times of extreme (fire) weather. To help protect customers and communities during extreme fire weather events, electric power may be shut off for public safety in an effort to proactively prevent wildfire. This is called a PSPS. More information on PSPS criteria can be found in Section 4.3 of the Base Plan.

In addition to PSPSs, to help prevent wildfires, electric utilities have begun to evolve safety efforts. This includes installing safety settings on powerlines in and around high fire-risk areas. These are known as

Enhanced Powerline Safety Settings (EPSS), and they help prevent falling tree branches, animals and other hazards from starting a wildfire. By stopping ignitions, it helps prevent wildfires from starting and spreading. According to PG&E, if ignitions occur, the size of fires are much smaller due to EPSS. In 2022, there was a 99% decrease in acres impacted by ignitions (as measured by fire size from electric distribution equipment (compared to the 2018-2020 average). This decrease occurred despite dry conditions.

Local Concerns

There has been no PSPS event for the City since the program started.

Climate Change

Likelihood of Future Occurrence–Likely
Vulnerability–Medium

Hazard Profile

Climate change adaptation is a key priority of the State of California. The 2023 State of California Multi-Hazard Mitigation Plan noted that climate change is already affecting California. Sea levels have risen by as much as seven inches along the California coast over the last century, increasing erosion and pressure on the State's infrastructure, water supplies, and natural resources. The State has also seen increased average temperatures, more extreme hot days, fewer cold nights, a lengthening of the growing season, shifts in the water cycle with less winter precipitation falling as snow, and earlier runoff of both snowmelt and rainwater in the year. In addition to changes in average temperatures, sea level, and precipitation patterns, the intensity of extreme weather events is also changing.

California's Adaptation Planning Guide: Understanding Regional Characteristics (from 2017) has divided California into 11 different regions based on political boundaries, projected climate impacts, existing environmental setting, socioeconomic factors and regional designations. The City falls in the South Central Valley Region. A map and climate projections for this region are shown in Section 4.3.7 of the Base Plan and include an increase in temperatures, moderate changes in rainfall, and increased risk to wildfire.

Location and Extent

Climate change is a global phenomenon. It is expected to affect the whole of the City of Madera, the Madera County Planning Area, surrounding counties, and State of California. There is no scale to measure the extent of climate change. Climate change exacerbates other hazards, such as drought, extreme heat, flooding, wildfire, and others. The speed of onset of climate change is very slow. The duration of climate change is not yet known but is feared to be tens to hundreds of years.

Past Occurrences

Disaster Declaration History

Climate change has never been directly linked to any declared disasters.

NCDC Events

NCDC does not track climate change events.

City of Madera Events

The City Planning Team noted that climate change is an ongoing vulnerability. Specific past occurrences were:

- Warming Temperatures: Madera and the surrounding region have experienced warming temperatures, both in winter and summer, with accelerated warming over the last decade.
- Increased Extreme Heat Events: Heat waves have become more frequent and potentially longer lasting, with potentially significant impacts on the health of the population and local ecosystems.
- More Erratic Weather: Weather extremes, including heat and precipitation, have intensified and become more erratic since 2018.
- Impacts on Infrastructure: Increased heat and precipitation extremes are expected to have impacted transportation and other infrastructure within the region, such as accelerating pavement wear.
- Drought Conditions: Recent years have seen increased variability in precipitation.

Vulnerability to Climate Change

The whole of the City is at some measure of vulnerability to climate change. The City Planning Team has concerns that the vulnerability of the City to climate change will continue to increase in the future. An assessment of a community's vulnerability to climate change begins with an understanding of local exposure to climate change. This is included in the Local Concerns section below followed by a discussion of the City's assets at risk and impacts to this hazard.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

Climate change will require the City of Madera to prepare for warmer and more extreme temperatures, decreased water supply, drought, flooding, increasing energy and water demand, and public health risks. In California, average temperatures are projected to rise as much as 9 degrees Fahrenheit by 2100. This is especially pertinent for Madera where extreme heat events are likely to increase and urban heat islands may intensify already high temperatures. Characterized by asphalt roads, concrete roofs, and energy use, urban developments modify the natural landscape using materials that create and/or retain heat.

Additionally the City noted impacts like temperature increases, climate-sensitive diseases, extreme weather events (droughts), and air quality. The Environmental Protection Agency provides there may be direct temperature effects through increases in average temperature leading to more extreme heat waves and less extreme cold spells. Those living in warmer climates (such as the City of Madera) are likely to experience more stress and heat-related problems. Heat-related problems include heat waves, heat rash and heat stroke. Aspects of extreme weather can include drought (City is a sole source aquifer and while the City does not

retain surface water rights; decline in Sierra snowpack can result in less opportunity for recharge where conveyances allow). In addition, climate-sensitive diseases may increase, such as those spread by mosquitoes and other disease-carrying insects. Locally, the City of Madera has a consistent risk of local transmission of such diseases including malaria, West Nile virus, encephalitis, Dengue and Yellow Fever). Extreme events such as flooding can displace people and agriculture. Climate change may also contribute to local air quality problems (designated as a non-attainment area for ozone and particulates) from increased frequency of smog and particulate air pollution.

The City noted that it has plans and capabilities in regard to climate change:

- The City of Madera addresses greenhouse gas in the Conservation Element of the General Plan. The Conservation Element provides goals, policies, and action items that work to meet or exceed all current and future state-mandated targets for reducing emissions of greenhouse gases, including the policies and action items from the Conservation Element, listed in Table 4.8.D, including but not limited to, implementation and enforcement of State and Regional regulations pertaining to GHG and climate change.
- City of Madera Climate Action Plan. The City of Madera Climate Action Plan (CAP) 28 is a long-range plan to reduce GHG emissions from City government (municipal) and community-wide activities within the City of Madera and prepare for the anticipated effects of climate change. Specifically, the CAP is designed to:
  - ✓ Benchmark Madera's 2007 GHG emissions and 2020 and 2030 projected emissions;
  - ✓ Establish GHG emissions targets for the years 2020 and 2030 to support California's larger effort to reduce statewide emissions under AB 32 and Executive Orders S-3-05 and B-30-15
  - ✓ Provide a roadmap for achieving the City's GHG emissions reduction targets;
  - ✓ Fulfill City of Madera General Plan Action Item CON-36.2, which directs the City to prepare the CAP; and
  - ✓ As a qualified CAP, support the streamlining of the environmental review process for future projects within Madera in accordance with State California Environmental Quality Act (CEQA) Guidelines Sections 15152 and 15183.5.

Assets at Risk

Assets at risk from climate change include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

Climate change affects people and populations within a community, especially those climate change issues related to increases in temperature over time. While all populations can be affected by temperature extremes, populations particularly vulnerable include the very old and very young, medically fragile people, people without means of shelter (and air conditioning or heat) or transportation, people who are socially isolated and other vulnerable or underserved populations (as shown in the discussion in Section B.4.1). Acclimatization to extreme temperatures and other weather extremes may help reduce impacts from these extreme events, such as from heat waves, in the healthy general population but may not be sufficient to protect those with underlying medical conditions.

Structures

Climate change, on its own, does not generally impact structures. However, structures in areas of increased wildfire, flood, or other areas exacerbated by the effects of climate change would be at increased risk, as described throughout this LHMP. More information on how structures may be affected by climate change can be found in Section 4.3.7 of the Base Plan.

Critical Facilities and Infrastructure

As with structures, critical facilities and infrastructure in areas of increased wildfire, flood, or other areas due to the effects of climate change would be at increased risk. Climate change is expected to increase the vulnerability of critical facilities and infrastructure to many natural hazards.

Natural, Historic, and Cultural Resources

The rivers, streams, agricultural areas, and open space areas of the City supports rich biodiversity, including many special-status species and habitat areas. These are all at risk from the effects of climate change. In addition, if heat continues to contribute to changes in wildfire patterns, all areas (on land) of the City are at increased risk from fire – including natural, historic, and cultural resources. Furthermore, as climate change exacerbates the drought hazard, areas of wetlands in the City may be reduced or dry up temporarily, which could damage habitat areas for waterfowl and other species that depend on these areas.

Impacts from Climate Change

The California APG: Understanding Regional Characteristics identified the following impacts specific to the South Central Valley Region in which the City is part of:

- Increased temperatures
- Reduced precipitation
- Public health – heat and air pollution
- Reduced agricultural productivity
- Inland flooding
- Reduced tourism

In addition to these sources, the 2023 State of California Hazard Mitigation Plan noted that according to California's Fourth Climate Change Assessment, the state will experience the following climate impacts:

- Annual average daily high temperatures are expected to rise by 2.7° F by 2040, 5.8°F by 2070, and 8.8°F by 2100 compared to observed and modeled historical conditions. These changes are statewide averages.
- Heat waves are projected to become longer, more intense, and more frequent.
- Warming temperatures are expected to increase soil moisture loss and lead to drier conditions. Summer dryness may become prolonged, with soil drying beginning earlier in the spring and lasting longer into the fall and winter.
- Droughts are likely to become more frequent and persistent through 2100.
- The strength of the most intense precipitation and storm events affecting California is expected to increase.

- Snowpack levels are projected to decline significantly by 2100 due to reduced snowfall and faster snowmelt.
- Marine layer clouds are projected to decrease.
- Extreme wildfires (i.e., fires larger than 24,710 acres) would occur 50 percent more frequently. The maximum area burned statewide may increase 178 percent by the end of the century.

Impacts to identified assets at risk to this hazard and the overall vulnerability of the County may be affected in the future by climate change (which was discussed in the hazard profile section above), changes in population patterns, and changes in land use and development. The influencing effects of these factors on this hazard are discussed further in the Future Conditions/Future Development discussion below.

Future Conditions/Future Development

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on this for the City include the following:

- As climate change continues to accelerate over time, climate related impacts to the City will continue to increase.
- Climate change can influence population growth in the City over time. While the City is expected to see slow and steady growth, the City could see population fluctuations as a result of climate impacts relative to those experienced in other regions, and these fluctuations are expected to impact demand for housing and other development. The 33 areas provided by the City as growth areas over the next 5 years show do not delineate the exact number of homes to be added. However, there is 563 acres that could be developed (for residential, industrial, commercial, and other uses), which would indicate that a somewhat sizable number of homes could be built. While there are currently no formal studies of specific migration patterns expected to impact the City and larger Madera County region, climate-induced migration was recognized within the UNFCCC Conference of Parties Paris Agreement of 2015 and is expected to be the focus of future studies. Changes in population and population patterns that would come with the 33 future development areas would likely increase the impacts associated with this hazard. Additionally, climate change may also influence future population growth in the County.
- Land use planning should be proactive to address future hazard conditions. The increasing severity and frequency of storms and other weather events and natural hazards due to the changing climate should be taken into account while considering land use planning for the City.

Future development considerations should be ongoing and proactive. Ensuring that comprehensive land use planning is conducted, regulatory requirements, such as building codes, are followed, and varying needs for different demographic groups that reside within the County are considered can help to make for a more disaster resilient community.

Dam Failure

Likelihood of Future Occurrence–Unlikely
Vulnerability–High

Hazard Profile

Dams are manmade structures built for a variety of uses including flood protection, power generation, agriculture, water supply, and recreation. When dams are constructed for flood protection, they are usually engineered to withstand a flood with a computed risk of occurrence. For example, a dam may be designed to contain a flood at a location on a stream that has a certain probability of occurring in any given year. If prolonged periods of rainfall and flooding occur that exceed the design requirements, that structure may be overtopped or fail. Overtopping is the primary cause of earthen dam failure in the United States.

Dam failure is a natural disaster from two perspectives. First, the inundation from released waters resulting from dam failure is related to naturally occurring floodwaters. Second, a total dam failure would most probably happen as a consequence of the natural disaster triggering the event, such as an earthquake.

Location and Extent

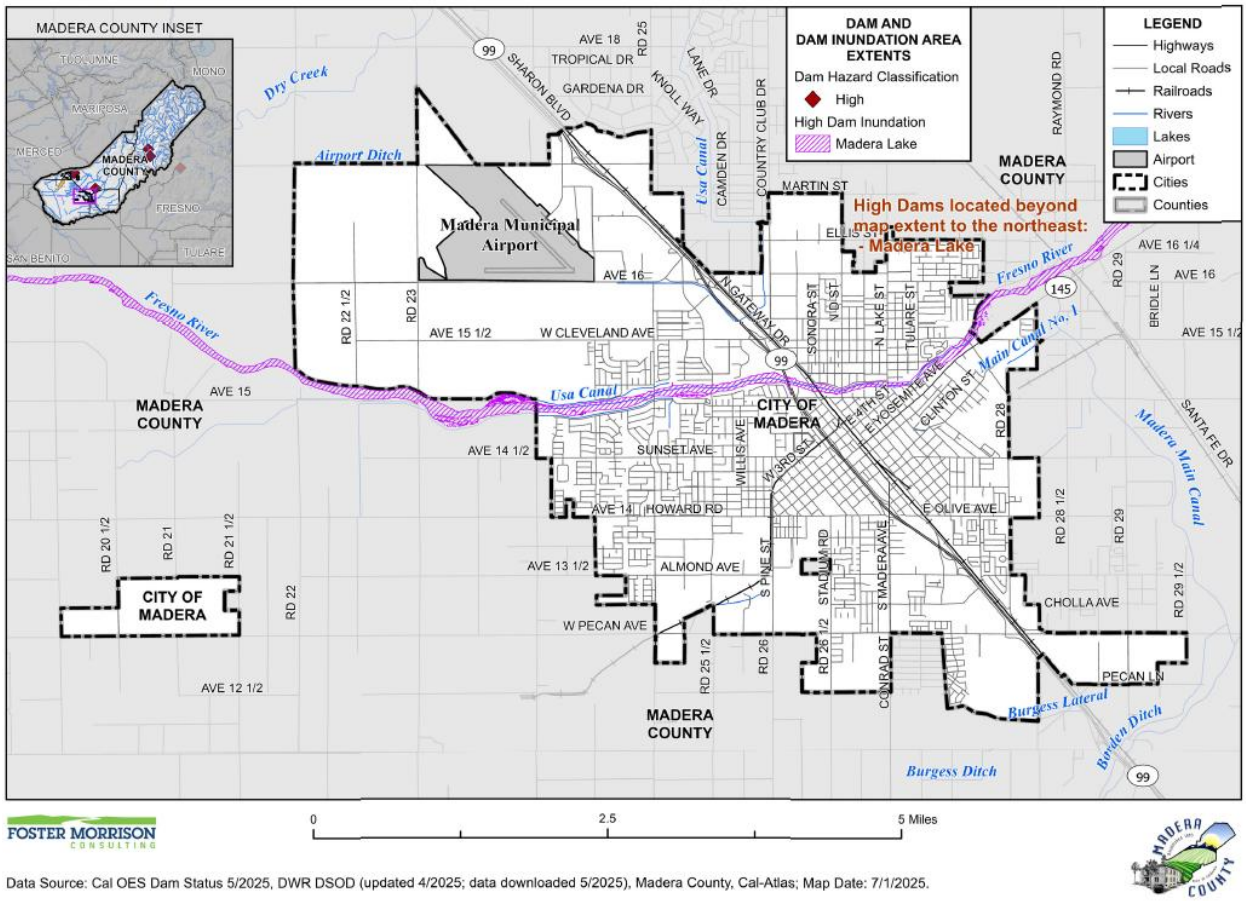
An inventory map of dams located within Madera County was shown in Section 4.3.8 in the Base Plan. Dams with an inundation area within the City of Madera are shown on Figure B-15. No extremely high hazard dams intersect the City; as such, no mapping or tabular analysis is presented. The City is affected by two high hazard dams – Hidden and Madera Lake.

There is no scale with which to measure dam failure. However, FEMA and CA DWR Division of Safety of Dams (DSOD) assign hazard potential classifications to dams within the State that provides information on the potential impact should a dam fail. The following two factors are considered when assigning hazard ratings: existing land use and land use controls (zoning) downstream of the dam. FEMA categorizes the downstream hazard potential into three categories in increasing severity: Low, Significant, and High. DSOD adds a fourth category of Extremely High. Dams are classified in these four categories that identify the potential hazard to life and property. These were discussed in more detail in Section 4.3.8 of the Base Plan.

While a dam may fill slowly with runoff from winter storms, a dam break has a very quick speed of onset. The duration of dam failure is generally not long – only as long as it takes to empty the reservoir of water the dam held back. For dam overtopping, the speed of onset is somewhat slower than that of a dam break, and the duration is longer (as evidenced in the 2017 Oroville Dam spillway event). The City would be affected for as long as the flood waters from the dam failure took to drain downstream.

Geographic flood extent from the DSOD dam inundation areas is shown on Figure B-15 as well as in Table B-16.

Figure B-15 City of Madera – High Hazard Dam Inundation Areas



Data Source: Cal OES Dam Status 5/2025, DWR DSOD (updated 4/2025; data downloaded 5/2025), Madera County, Cal-Atlas; Map Date: 7/1/2025.

Table B-16 City of Madera – Dam Inundation Areas Geographical Extents

Dam Inundation Area	Total Acres	% of Total Acres	Improved Acres	% of Total Improved Acres	Unimproved Acres	% of Total Unimproved Acres
Hidden	8,303	78%	5,635	87%	2,669	64%
Madera Lake	124	1%	2	0.03%	122	3%

Source: Cal OES, DSOD, Madera County GIS

Past Occurrences

Disaster Declaration History

There have been no state or federal disaster declarations for dam failure in Madera County.

NCDC Events

The NCDC does not contain any dam failure events for Madera County.

City of Madera Events

The City Planning Team noted no past occurrences of dam failure to affect the City.

Climate Change and Dam Failure

It is likely that climate change will increase the chance of future occurrence as well as future impacts associated with dam failure. More information on future impacts to the City can be found below and in the Future Conditions/Future Development section of the Vulnerability Assessment below.

The 2023 California State Hazard Mitigation Plan noted that modeling described in California's Fourth Climate Change Assessment projects less frequent but more extreme daily precipitation. Year-to-year precipitation will become more volatile, and the number of dry years will increase by mid-century. As the climate continues to warm, atmospheric rivers will carry more moisture, and extreme precipitation may increase. Climate model projections show a tendency for the northern part of the State to become wetter. Increases in both precipitation and heat causing snow melt in areas upstream of dams could increase the potential for dam failure and uncontrolled releases in Madera County. However, the City, located outside of inundation areas, should not be affected by these changes.

Vulnerability to Dam Failure

The vulnerability of the City to dam failure flooding would vary depending on which dam fails and the nature and extent of the dam failure and associated flooding. An assessment of a community's vulnerability to dam failure begins with an understanding of local exposure to dam failure. This is included in the Local Concerns section below followed by a discussion of the City's Assets at Risk to this hazard.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

EOP Concerns

Pages 334-336 of the City's EOP discuss Dam Failure. Page 515 (Figure C-14) displays inundation maps of various dams in the region, including Hidden Dam which would inundate the entire City of Madera if it were to fail. There is no specific Action Plan in the EOP as far as what actions to take.

Aemy Corps of Engineers Concerns

The City has a copy of an emergency action plan from the Army Corps of Engineers regarding Hidden Dam. However, this is information FOUO and not allowed to be disclosed to the public.

General Concerns

Dam failures can result from a number of natural or man-made causes such as earthquakes, erosion of the face or foundation, improper siding, rapidly rising flood waters, structural/design flaws, and deliberate

human actions. Madera's location downstream of Hidden Dam also raises the potential for flooding in the highly unlikely event of a failure of the dam.

As noted above, the City of Madera is located downstream of major flood control infrastructure, including federally managed dams such as Hidden Dam (Hensley Lake). Hidden Dam is a federally owned earth-fill dam constructed by the U.S. Army Corps of Engineers for flood control and water storage. Climate change poses growing concerns for existing dam systems that were originally designed based on historical hydrologic patterns that are no longer reliable under changing climate conditions and a historical climate that is no longer representative of current extremes. Dam failure has potential to cause loss of human life, significant property damage, and infrastructure disruption downstream, including the entirety of the City of Madera.

Climate change is projected to increase the frequency and intensity of extreme precipitation events (e.g., atmospheric river storms and rapid snowmelt). Infrastructure like Hidden Dam, which was largely designed based on historical hydrologic records, may not be fully resilient to these evolving conditions. Such events can strain spillway capacity, raise reservoir levels rapidly, and increase the risk of overtopping or structural stress, which are leading mechanisms of dam failure.

Although routine inspections and maintenance reduce current risk, climate change impacts such as heavier downpours, increased runoff, and alterations in seasonal precipitation patterns can change the hydrograph (flow regime) above these dams, requiring operators to reconsider storage and release protocols. Increased sedimentation from wildfire-affected watersheds — more common with climate warming — can reduce reservoir capacity and degrade spillway performance, further challenging dam safety.

The entire City of Madera lies within the potential inundation area should Hidden Dam fail. Inundation from a dam breach could quickly inundate urban areas, critical infrastructure (roads, utilities, hospitals), homes, and businesses, leading to loss of life, displacement of residents, and economic disruption. Studies of local hazard plans identify dam failure as a significant flood hazard scenario and emphasize that catastrophic failure could overwhelm local emergency response capabilities.

Madera Lake and associated smaller control structures receive water from the Fresno River system. While not typically classified separately as large hazard dams, their performance is tied to flows from upstream reservoirs. Variability in releases from Hidden Dam, especially during extreme events can lead to higher peak flows into the Madera Lake system, increasing the risk of overtopping and hydraulic stress downstream. Climate change–driven shifts toward more intense seasonal storms can exacerbate these dynamics.

Socioeconomic factors further heighten Madera's vulnerability to climate hazards and consequences. A high proportion of disadvantaged and environmental justice communities limits adaptive capacity and recovery potential following hazard events.

Assets at Risk

Assets at risk from dam failure include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

All people and populations located in dam inundation areas are vulnerable to dam failure. Certain vulnerable populations may be at increased risk to dam failure, especially during a large event with minimal advance notice. These vulnerable populations may include: the unsheltered, those with limited mobility, and those that lack the resources to leave the area.

City residents that live in these dam inundation areas are often the most vulnerable. Not only are the residents at risk, but their homes and contents are all at risk, compounding the impacts associated with significant hazard events. To further evaluate the impact to the City of Madera's residential populations located in these hazard areas, a separate analysis was performed to determine residential populations in the dam inundation areas. The DSOD dam inundation areas were overlayed on the parcel layer. Those residential parcel centroids that intersect the dam inundation areas were counted and multiplied by the Census Bureau average household factors for the City of Madera – 3.38. This is shown in Table B-17.

Table B-17 City of Madera – Improved Residential Parcels and Population by Dam Inundation Area

Dam Hazard Class/Jurisdiction/Dam Inundation Area	Improved Residential Parcels	Population
Hidden	14,074	47,870
Madera Lake	25	84

Source: Cal OES, DSOD, Madera County 2024 Parcel/Assessor Data, 2023 US Census Bureau American Community Survey Average Household Size –City of Madera (3.38).

The City noted that the Critical Facilities and Infrastructure section below includes the facilities used by At-Risk populations that are threatened by this hazard. While this is not specific to what special populations reside in the City, it does speak to facilities that area used to serve (portions) of this population.

Structures

Most structures in the City have some measure of risk to dam failure. Dam failure flooding can affect the built environment of the City. Structures in dam inundation areas are at risk and depending on flood depths, can range from slight damage to totally inundated. Analysis by extremely high hazard and high hazard dam follows.

A GIS based analysis was used to determine the possible impacts of dam inundation flooding on parcels and structures within the City of Madera. The methodology described in Section 4.3.8 of the Base Plan was followed in determining City parcels and structures at risk to dam failure. Parcel counts, land and improved values (i.e., those with a structure improvement on the parcel), estimated content replacement values, and total values that fall within dam inundation areas in the City are presented below by hazard classification and by dam. The results are presented in Table B-18 for the dams that affect the City.

Table B-18 City of Madera – Count and Value of Parcels and Structures in High Hazard Dam Inundation Area by Property Use

Dam Inundation Area / Property Use	Total Parcel Count	Improved Parcel Count	Total Land Value	Structure Value	Personal Property Value	Estimated Contents Value	Total Value
Hidden							
Agricultural	65	49	$36,306,886	$8,482,076	$34,995	$8,482,076	$53,306,033
Commercial	967	739	$167,770,672	$510,080,182	$39,225,619	$510,080,182	$1,227,156,655
Government	195	1	$4,393,793	$12,481	$0	$12,481	$4,418,755
Industrial	153	91	$31,277,156	$119,111,051	$58,301,574	$178,666,577	$387,356,358
Institutional	81	59	$3,317,957	$27,525,410	$132,915	$27,525,410	$58,501,692
Recreational	7	0	$1,705	$0	$0	$0	$1,705
Residential	14,916	14,074	$710,227,059	$2,554,544,543	$3,674,962	$1,277,272,272	$4,545,718,836
Right of Way	31	1	$83,614	$46,163	$0	$46,163	$175,940
Utilities	10	1	$96,652	$163,844	$2	$163,844	$424,342
Unknown	42	1	$1,746,582	$187,553	$0	$187,553	$2,121,688
Hidden Total	**16,467**	**15,016**	**$955,222,076**	**$3,220,153,303**	**$101,370,067**	**$2,002,436,557**	**$6,279,182,003**
Madera Lake							
Agricultural	5	4	$1,825,257	$890,587	$0	$890,587	$3,606,431
Commercial	7	2	$437,534	$571,936	$2	$571,936	$1,581,408
Government	16	0	$6,902	$0	$0	$0	$6,902
Industrial	0	0	$0	$0	$0	$0	$0
Institutional	2	1	$382,503	$2,013,500	$0	$2,013,500	$4,409,503
Recreational	4	0	$1,705	$0	$0	$0	$1,705
Residential	33	25	$2,648,347	$2,380,566	$0	$1,190,283	$6,219,196
Right of Way	0	0	$0	$0	$0	$0	$0
Utilities	0	0	$0	$0	$0	$0	$0
Unknown	1	0	$542	$0	$0	$0	$542
Madera Lake Total	**68**	**32**	**$5,302,790**	**$5,856,589**	**$2**	**$4,666,306**	**$15,825,687**

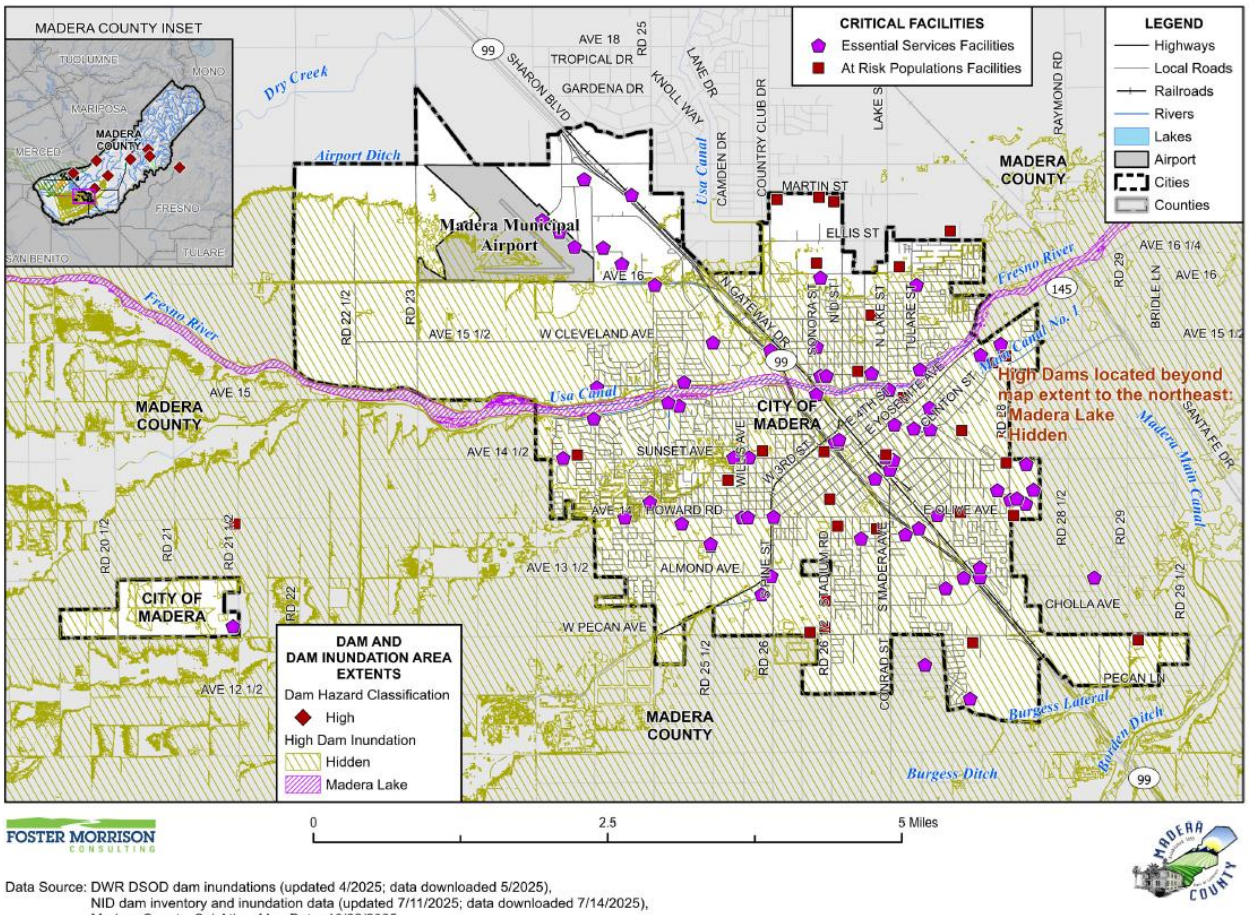
Source: DSOD, Madera County 2024 Parcel/Assessor Data

Critical Facilities and Infrastructure

Dam failure flooding present a threat to critical facilities and infrastructure. The following analysis discusses critical facilities and infrastructure. A separate analysis was performed on the critical facility inventory in the City to determine which critical facilities fall into each Cal OES/DSOD dam inundation area. This was done separately for both extremely high hazard and high hazard dam inundation areas. Using GIS, the extremely high hazard dam inundation areas were overlayed on the critical facility GIS layer. The City has no extremely high hazard dam inundation areas; as such, no maps or tabular analysis

is presented. Using GIS, the high hazard dam inundation areas were overlayed on the critical facility GIS layer. This is shown on Figure B-16 for the high hazard dam inundation areas. Table B-19 details which critical facilities fall in the high hazard dam inundation areas. Details of critical facility categories, type, name, and address by extremely high and high hazard dam inundation area are listed in Appendix F.

Figure B-16 City of Madera – Critical Facilities in High Hazard Dam Inundation Areas



Data Source: DWR DSOD dam inundations (updated 4/2025; data downloaded 5/2025), NID dam inventory and inundation data (updated 7/11/2025; data downloaded 7/14/2025), Madera County, Cal-Atlas; Map Date: 10/22/2025.

Table B-19 City of Madera – Critical Facilities by Category in High Hazard Dam Inundation Areas by Category and Type

Jurisdiction / High Hazard Dam Inundation Area	Critical Facility Category / Type	Facility Count
Essential Services Facilities	Cogeneration Power	3
	Communications	5
	Community Services	6
	Fire Command Center	1
	Fire Station	3
	Health / Medical	1
	Jail / Prison	1

Jurisdiction / High Hazard Dam Inundation Area	Critical Facility Category / Type	Facility Count
	Pavilion	1
	Police	3
	Wastewater Lift Station	23
	Water Treatment	42
	Essential Services Facilities Total	**89**
At Risk Populations Facilities	Community Church	1
	Community Recreation Center	2
	School	21
	At Risk Populations Facilities Total	**24**
City of Madera Total		**113**

Source: Cal OES/DSOD, City of Madera

Natural, Historic, and Cultural Resources

A major dam failure event and associated flooding could have a devastating impact on the City. Large flood events can affect all natural, historic, and cultural resources that lie in the dam inundation areas. There are a number of ways floodwaters associated with a dam failure event can impact natural resources and the environment: Wildlife habitats can be destroyed by floodwaters. Contaminated floodwater can pollute rivers and habitats. Silt and sediment can destroy natural areas. Riverbanks and natural levées can be eliminated as rivers reach bankfull capacity. Rivers can be widened, and deposition can increase downstream. Trees can be uprooted by high-velocity water flow. Plants that survive the initial flood may die due to being inundated with water. Historic and cultural resources may also be affected. Generally, the impacts are associated with damage to these structures within the inundated areas, but other cultural resources such as those associated with Native Americans and old tribal areas can also be disturbed, damaged, and lost during extreme dam failure flood events.

Impacts from Dam Failure

Impacts to the City from dam failure flooding could be extensive and widespread and include loss of life and injury, flooding and damage to property and structures, damage to critical facilities and infrastructure, loss of natural resources, and all other flood related impacts. Additionally, mass evacuations and associated economic losses can also be significant.

Other impacts associated with dam failure include landslides, bank erosion, and destruction of habitat. Dam failures can cause downstream flooding and can transport large volumes of sediment and debris and contaminants from the floodwaters. Other environmental impacts can include contamination from septic system failures and releases of contaminants from hazardous materials facilities, contamination of potable water supplies; changes in configurations of streams; loss of wildlife habitats; and degradation of wetlands. A large dam failure event could have significant and catastrophic impacts.

Impacts to identified assets at risk to this hazard and the overall vulnerability of the City may be affected in the future by climate change (which was discussed in the Climate Change and Dam Failure discussion above), changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. These are discussed in the Future Conditions/Future Development discussion below.

Future Conditions/Future Development

This section provides a discussion of how future conditions will influence or affect the hazard over time and also discusses future development relative to each hazard.

Future Conditions

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on this for the City include the following:

- Climate change is likely to exacerbate future rain and storm conditions and associated impacts and vulnerability of the City to dam failure.
- The City is expected to see slow and steady growth, and this additional growth within the dam inundation areas of the City would place additional populations at risk to dam failure. Many of the 33 future development areas would fall in a dam inundation area, which would raise the population residing or working on those areas. Additional population growth would likely bring continued diversity to the City. Vulnerable population groups could face disproportionate effects from a dam failure and should be planned for. Changes in population and population patterns may or may not increase the impacts and vulnerability of the City to this hazard depending on the location and nature of growth and continued planning for future hazard conditions and the location of future hazard events.
- Land use planning should be proactive to address future hazard conditions. Locating new development, structures, and critical facilities and infrastructure within or near areas of dam failure risk may put additional development at risk. 33 locations are expected to be developed in the next five years. Some of these fall inside of the dam inundation areas. City building codes are in effect to partially reduce this risk and should be updated as necessary to continue to address future dam failure conditions. Thus, changes in land use and development are not expected to increase the impacts and associated vulnerabilities of the City to this hazard.

Future Development

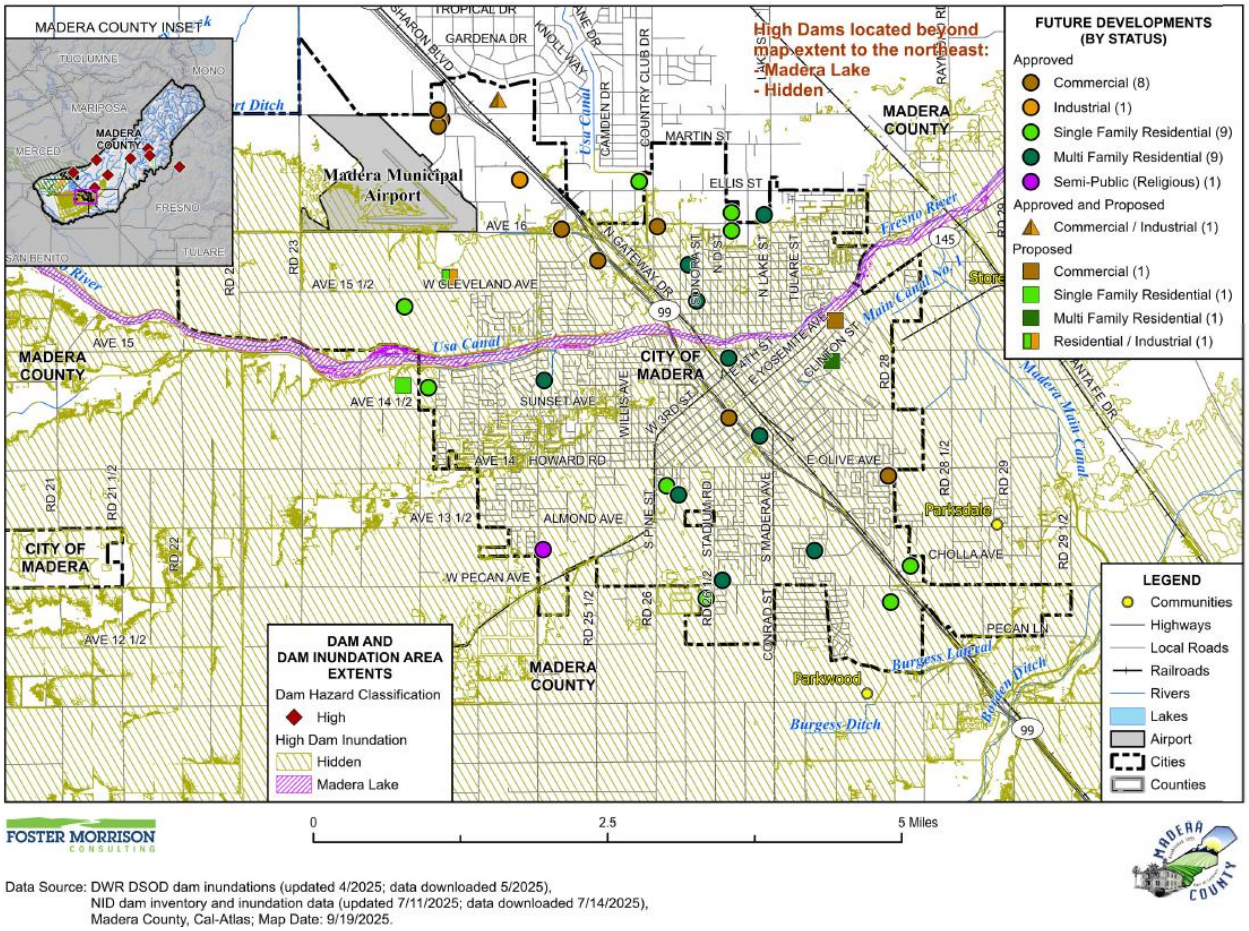
Future dam failure events may occur in the City. Given the number of affected parcels and structures, future development in the City could be affected by dam failures and associated flooding. Siting of future development areas should take dam failure flooding into account. The City enforces its floodplain ordinance, which helps to reduce risk to flooding by requiring structures to be above the base flood elevation which, depending on inundation depths, may provide some relief.

Future development areas and their vulnerability to dam failure are discussed further in the below GIS analysis.

GIS Analysis

The City of Madera provided 33 future development areas which were used as the basis for the inventory of future development for the unincorporated County. These were mapped in GIS. Only high hazard dams inundation areas affect the City; as such, only high hazard dam inundation area analysis is presented. Figure B-17 shows the locations of the future development areas overlayed on the high hazard dam inundation areas. Only one dam (Hidden Lake) intersects the future development areas. Future development affected by the Hidden Lake Dam is detailed in Table B-20. As shown, 25 of the 33 future development areas fall in the Hidden Lake Dam inundation area.

Figure B-17 City of Madera – Future Development Areas in High Hazard Dam Inundation Areas



Data Source: DWR DSOD dam inundations (updated 4/2025; data downloaded 5/2025), NID dam inventory and inundation data (updated 7/11/2025; data downloaded 7/14/2025), Madera County, Cal-Atlas; Map Date: 9/19/2025.

Table B-20 City of Madera – Future Development Areas in High Hazard Dam Inundation Areas by Map ID, Parcels, and Acres

Future Development / Property Use	Total Parcel Count	Improved Parcel Count	Unimproved Parcel Count	Total Acres	Total Improved Acres	Total Unimproved Acres
High Dam Inundation Area – Hidden Lake						
Btwn Wilson & Rush and Davis & Sonora (Map ID 1)						

Future Development / Property Use	Total Parcel Count	Improved Parcel Count	Unimproved Parcel Count	Total Acres	Total Improved Acres	Total Unimproved Acres
Multi Family Residential	2		2	0.28		0.28
E/S Cypress btwn Oak & Maple						
Single Family Residential	1		1	0.23		0.23
E/S Granada btwn Almond & Pecan						
Semi-Public (Religious)	1	1		8.45	8.45	
E/S Tozer (Rd. 28) btwn 13 1/2 & Pecan (13)						
Single Family Residential	1		1	28.07		28.07
Grove St. terminus south of Maple						
Multi Family Residential	2	1	1	2.95	2.24	0.72
N Schnoor & Kennedy St						
Commercial	1		1	1.9		1.9
N/S Park btwn Linden & Laurel						
Multi Family Residential	3		3	0.72		0.72
N/S Sherwood btwn Sonora & Owens						
Multi Family Residential	1		1	1.43		1.43
NE/S of I btwn Yosemite & 6th						
Commercial	1		1	0.22		0.22
NEC Emily & Gary						
Multi Family Residential	1		1	4.53		4.53
NEC Stadium and Pecan						
Multi Family Residential	1		1	5.2		5.2
NWC of Sunset and Caitlin						
Single Family Residential	1		1	0.15		0.15
S/S Cleveland btwn 16 & 23						
Single Family Residential	1	1		38.11	38.11	
SEC Foxglove & Schnoor						
Commercial	2		2	19.44		19.44

Future Development / Property Use	Total Parcel Count	Improved Parcel Count	Unimproved Parcel Count	Total Acres	Total Improved Acres	Total Unimproved Acres
SEC of Adell & D						
Single Family Residential	2		2	5.00		5.00
SEC of Country Club & Adell						
Commercial	1		1	1.37		1.37
SW/S of G btwn 8th & 10th						
Multi Family Residential	1		1	0.26		0.26
SWC of Ave 13 & Hwy 99						
Single Family Residential	1	1		135.59	135.59	
SWC of Stadium Rd. and Pecan Ave.						
Single Family Residential	1		1	18.70		18.70
SWC Olive & Tozer						
Commercial	1		1	4.92		4.92
WC of 2nd and D						
Multi Family Residential	1		1	0.34		0.34
1230 E. Yosemite Ave.						
Commercial	5	1	4	4.46	0.17	4.29
NE/S of Malone btwn Washington & Clinton						
Multi Family Residential	1		1	0.50		0.50
N/S Cleveland btwn 16 & Westberry						
Residential / Industrial	1	1		71.38	71.38	
NW Cor 24 & 14 1/2						
Residential	1	1		58.34	58.34	
Hidden Total	**35**	**7**	**28**	**413**	**314**	**98**
High Dam Inundation Area Total	**35**	**7**	**28**	**413**	**314**	**98**
Grand Total	**35**	**7**	**28**	**413**	**314**	**98**

Source: Cal OES/DSOD/NID, City of Madera

Drought & Water Shortage

Likelihood of Future Occurrence–Likely
Vulnerability–High

Hazard Profile

Drought and water shortage are complex issues involving many factors—it occurs when a normal amount of precipitation and snow is not available to satisfy an area's usual water-consuming activities. Drought can often be defined regionally based on its effects. Drought is different than many of the other natural hazards in that it is not a distinct event and usually has a slow onset. Drought can severely impact a region both physically and economically. Drought affects different sectors in different ways and with varying intensities. Adequate water supply is the most significant issue and is critical for agriculture, manufacturing, tourism, recreation, and commercial and domestic use. Drought has also affected tree mortality in the area in the past. As the population in the area continues to grow, so will the demand for water.

Tree Mortality and Drought

One of the specific impacts of drought in the City of Madera and the Madera County Planning Area is the increased risk to trees from beetle kill and other insects, pathogens and parasites, and other tree mortality and die back issues. Drought weakens trees and makes them more susceptible to insect infestation and other pathogens. Insects, such as bark beetles and others, frequently attack trees weakened by drought, disease, injuries, or other factors that may stress the tree. These insects and other pathogens can contribute to the decline and eventual death of trees throughout the City. The tree mortality and dieback problems are a high priority because of the issue of hazardous trees and an increased wildfire hazard. In addition to an increase in wildfire fuels, hazardous trees can fall onto structures causing damage and a result in a reduction on the tree canopy within the City that provides relief during extreme heat days.

Location and Extent

Drought and water shortage are regional phenomenon. The whole of the City and County is at risk. The US Drought Monitor categorizes drought conditions with the following scale:

- None
- D0 – Abnormally dry
- D1 – Moderate Drought
- D2 – Severe Drought
- D3 – Extreme Drought
- D4 – Exceptional Drought

The Madera County Planning Area, including the City of Madera, has been in and out of drought since 2014. Over the last seven years since the 2018 LHMP, drought conditions have ranged from none to exceptional. Drought conditions are expected to continue to be cyclical in nature depending on the year." Current drought conditions in the City are shown in Section 4.3.9 of the Base Plan.

Drought has a slow speed of onset and a variable duration. Drought can last for a short period of time (which does not usually affect water shortages) or for longer periods (which may challenge water supplies). Should a drought last for a long period of time, water shortage becomes a larger issue.

Groundwater is the dominant source due to the region's reliance on wells, but surface water supplements agriculture, which consumes the majority of water in the surrounding County. Overdrafting of groundwater has led to challenges, prompting efforts like the Sustainable Groundwater Management Act (SGMA) to balance usage.

Past Occurrences

Disaster Declaration History

There have been four state and one federal disaster declarations for Madera County. This can be seen in Table B-21. Additionally, there have been 13 USDA Secretarial Disaster Declarations from drought in the County, as shown in Past Occurrences in Section 4.3.6 of the Base Plan.

Table B-21 Madera County –State and Federal Drought Disaster Declarations 1950-2025

Disaster Type	State Declarations		Federal Declarations	
	Count	Years	Count	Years
Drought	4	1976, 2008, 2014, 2015	1	1977

Source: Cal OES, FEMA

NCDC Events

There have been 249 NCDC drought events in Madera County since 1993. These most likely had some impact on the City.

City of Madera Events

Based on historical information, the occurrence of drought in California, including the City of Madera, is cyclical, driven by weather patterns. Section 4.3.9 of the Base Plan notes that five droughts have occurred in the past 86 years. The City Planning Team noted that the City has experienced multiple, consecutive years of drought. During droughts, surface water delivery to farmers is curtailed leading to increased pumping from the aquifer. In addition, current and all past occurrences have resulted in accelerated decline of the water table. Drought has occurred in the past and will occur in the future.

Climate Change and Drought and Water Shortage

It is likely that climate change will increase the chance of future occurrence as well as future impacts associated with drought and water shortage. More information on future impacts to the City can be found in the Future Conditions/Future Development section of the Vulnerability Assessment below.

Climate scientists studying California find that drought conditions are likely to become more frequent and persistent over the 21st century due to climate change. The experiences of California during recent years underscore the need to examine more closely the state's water storage, distribution, management,

conservation, and use policies. The 2024 Climate Adaptation Study (CAS) stresses the need for public policy development addressing long term climate change impacts on water supplies. The CAS notes that climate change is likely to significantly diminish California's future water supply, stating that: California must change its water management and uses because climate change will likely create greater competition for limited water supplies needed by the environment, agriculture, and cities.

A 2018 report from the Public Policy Institute of California noted that thousands of Californians – mostly in rural, small, disadvantaged communities – already face acute water scarcity, contaminated groundwater, or complete water loss. Climate change would make these effects worse.

Cal Adapt scenarios for modeled future drought scenarios were shown in Section 4.3.9 of the Base Plan.

Vulnerability to Drought and Water Shortage

Based on historical information, the occurrence of drought and water shortage in California, including the City, is cyclical, driven by weather patterns. Drought has occurred in the past and will occur in the future. Periods of actual drought with adverse impacts can vary in duration, and the period between droughts can be extended. Although an area may be under an extended dry period, determining when it becomes a drought is based on impacts to individual water users. The vulnerability of the City of Madera to drought may vary and include reduction in water supply, turf losses, impacts to natural resources, and an increase in dry fuels and tree dieback.

The whole of the City is at some measure of vulnerability to drought and water shortage. An assessment of a community's vulnerability to drought and water shortage begins with an understanding of local exposure to drought. This is included in the Local Concerns section below followed by a discussion of the City's Assets at Risk to this hazard.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

General Drought Concerns

The City of Madera is a community surrounded largely by farmland that is rich in agriculture for a variety of crops including dairy, poultry, horse and cattle ranches that may utilize surface water deliveries from approximately June – September and/or from ground water pumping systems. During periods of droughts when the surrounding agricultural uses cannot receive surface deliveries of water, their increased pumping of ground water directly impacts the City's ability to pump from the common aquifer. Which can cause problems such as reduced pumping capacity and water quality.

The number and intensity of droughts are a key assumption within the modelling of how the Madera subbasin will ultimately achieve sustainability by the year 2040. Droughts, through actual data and modeling are shown to significantly impact the water table. This impact can be experienced in a number of ways that include pumping capacity, water quality, and the economics of farming.

Climate change alters hydrologic patterns that are critical sources of water for the Central Valley. Reduced snowpack, shifts in the timing of snowmelt, and increases in temperature and evaporation diminish natural water storage and extend dry periods. Alterations to hydrology patterns and seasonal supplies complicate water supply planning and increases the likelihood of multi-year droughts, which can stress groundwater resources relied upon by the City of Madera.

The City of Madera has limited surface storage capacity and must rely on groundwater basins and smaller water storage facilities such as the City's existing 1-million-gallon Loy E. Cook water storage tower and the planned northeast water storage tank (City Project W-T-001) for supplemental supply, reliability resiliency.

Sustained drought conditions and overdraft result in declining aquifer levels reducing reliable supply, increasing pumping costs, and heightening the risk of well failures.

Domestic wells remaining within the City's boundary or which are located within the City's Sphere of Influence have gone dry during drought periods or are aging and lack regular maintenance making them more susceptible to drought-related outages when groundwater levels drop, requiring emergency and/or extraterritorial water service deliveries or reliance on hauled/bottled water solutions. Socioeconomic factors severely and further limit residents' adaptive capacity and recovery potential following domestic well failures, underscoring vulnerabilities in local water security.

Tree Mortality Concerns

We have lost approximately 10% of our larger trees due to drought conditions. The tree species would include Coastal Redwoods, Pine trees, and Some Bradford Pear trees, along with Douglas Fir. What we have found over the years has been some diseases such as fire blight and aphids due to the excessive heat elements during longer summer months and hotter days.

Furthermore, the increase in limb failure due to the drought, along with other factors, is a serious concern. This not only affects the health of the trees but also poses a potential risk to our communities and the environment.

Assets at Risk

Assets at risk from drought and water shortage include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

The people and populations of the City are not directly affected by drought; although, their turfed areas, trees, and other water dependent resources can all be affected. In extreme drought conditions, however, residents and other populations within the City may be vulnerability to drought and water shortage issues. Water quality can be impacted causing health problems, especially to vulnerable populations. Drought and water shortage can lead to an increase in wildfires threatening City residents. Water shortages can have an effect on all of the population in the City, but often have a greater effect on the unhoused and other

vulnerable populations that may be unable to access clean drinking water during shortages. During periods of drought as the costs of water usage may increase, especially during mandated conservation times, those who are economically disadvantaged may be unable to afford the increased costs of potable water.

Structures

Structures have a limited vulnerability to drought and water shortage. It is the secondary hazard of drought (wildfire) which causes risks to structures. Drought can also stress trees, causing die off. These trees may fall on structures adjacent to them.

Critical Facilities and Infrastructure

Most critical facilities and infrastructure have a limited vulnerability to drought and water shortage. Should drought conditions be severe enough to cause water shortage reliability issues, some facilities and infrastructure may be affected. Water and wastewater systems may be impacted during times of reduced water supply and need to employ contingencies to remain functional and fully operational. Other water-dependent systems may also be adversely affected. Further, the secondary hazard of drought (increased potential for spread of urban fires and wildfire) can pose a significant risk to critical facilities and infrastructure. Sufficient water supply for firefighting can also be an issue. Drought can also stress trees, causing die off. These trees may fall on critical infrastructure adjacent to them and impact power lines and other utilities.

Natural, Historic, and Cultural Resources

Drought and water shortage can have a significant impact on natural resources. Water levels in reservoirs and lakes may be reduced and a loss of wetlands and coastal marsh areas may occur. Severe drought conditions can contribute to an increase in erosion of soils and lead to poor soil quality. Further, all of the trees in the City are at risk to drought impacts and a reduction in water supply. These trees provide a wealth of social and environmental benefits to City residents and visitors, from shade and beauty to air quality, carbon reduction and stormwater management. Drought can devastate crops and dry out pastures, dry out forests and critical habitat areas, and reduce food and water available for wildlife and livestock, the latter detailed above as a specific concern to the City. Additionally, drought conditions can also cause soil to compact and not absorb water well, potentially making an area more susceptible to flooding. It is unlikely that drought and water shortage would have a significant impact on historic and cultural resources in the City.

Impacts from Drought and Water Shortage

The vulnerability of the City to drought is City-wide, but impacts may vary and include reduction in water supply and an increase in dry fuels. The potential for a reduction in water supply during drought conditions generally leads to both mandated and voluntary conservations measures during extended droughts. During these times, the costs of water can also increase. Also of concern, the increased dry fuels, fuel loads, and tree mortality events associated with drought conditions can result in an increased fire danger. In areas of extremely dry fuels, the intensity and speed of fires can be significant. Water supply and flows for fire suppression can also be an issue during extended droughts. Drought can also lead to turf losses and cause tree die off within the City.

Other qualitative impacts associated with drought in the City are those related to water intensive activities such as municipal usage, commerce, tourism, and recreation use. With more precipitation likely falling as rain instead of snow in the Sierra's, and warmer temperatures causing decreased snowfall to melt faster and earlier, water supply is likely to become more unreliable. In addition, drought and water shortage is predicted to become more common. This means less water available for use over the long run, and additional challenges for water supply reliability, especially during periods of extended drought.

Impacts to identified assets at risk to this hazard and the overall vulnerability of the City may be affected in the future by climate change (which was discussed in the hazard profile discussion above), changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. These are discussed below.

Future Conditions/Future Development

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on this for the City of Madera include the following:

- Climate change is likely to exacerbate future drought conditions and associated impacts and vulnerability of the City to drought and water shortage.
- Future population growth should be considered as having more or less people in a community affects the overall hazard vulnerability to the City. Water shortages in the future may be worsened by drought, as the City relies on groundwater for its water source. The City is expected to see slow and steady growth, and any future population growth (like that shown in the 33 future development areas) in the City will add additional pressure to water companies during periods of drought and water shortage. Water companies will need to continue to plan for and add infrastructure capacity for population growth. As the population grows, the nature and makeup of populations will shift and change along with it. Vulnerable and underserved populations, such as those with low incomes and the unhoused that might not always have access to clean water, will need to be considered as future development continues, since they may experience a disproportionate impact from drought and water shortage. Potential population growth will be a challenge not only with regard to the City's water access for agricultural production, but state- and nation-wide with regard to food production. Should the City see a growth in population, it will increase the vulnerability and impacts to the County from this hazard.
- Land use planning should be proactive to address future hazard conditions. As the City continues to grow, more cropland may be taken out of production to provide housing to accommodate for population growth. As the areas adjacent to the City's agricultural lands are reduced, it seems likely that there would be less of a competing demand for water. However, more development will also require an increase in water supply and associated infrastructure. Changes in land use and development may or may not increase the impacts and associated vulnerabilities of the City to this hazard depending on where and how this future growth occurs.

As the population in the City continues to grow, so will the demand for water. Ongoing planning will be needed by the City and local water companies to account for population growth and increased water demands.

Earthquake

Likelihood of Future Occurrence–Occasional (minor)/ Likely (major)
Vulnerability–High

Hazard Profile

An earthquake is caused by a sudden slip on a fault. Stresses in the earth's outer layer push the sides of the fault together. Stress builds up, and the rocks slip suddenly, releasing energy in waves that travel through the earth's crust and cause the shaking that is felt during an earthquake. Earthquakes can cause structural damage, injury, and loss of life, as well as damage to infrastructure networks, such as water, wastewater, power, gas, communication, and transportation. Earthquakes may also cause collateral emergencies including dam and levee failures, seiches, hazmat incidents, fires, avalanches, and landslides. The degree of damage depends on many interrelated factors. Among these are: the magnitude, focal depth, distance from the causative fault, source mechanism, duration of shaking, high rock accelerations, type of surface deposits or bedrock, degree of consolidation of surface deposits, presence of high groundwater, topography, and the design, type, and quality of building construction.

Location and Extent

Since earthquakes are regional events, the whole of the City is at risk to earthquake. The City of Madera, Madera County, and surrounding areas have some level of risk from seismic and geologic hazards. Faults in and around the City were shown in Section 4.3.10 of the Base Plan. Only one fault does cross through the southeastern portion of Madera County; this is an unnamed fault that is part of the Hartley Springs Fault Zone. Other nearby faults include the Hartley Springs Fault Zone, Hilton Creek Fault, Silver Lake Fault, Ortigalita Fault Zone, San Andreas Fault Zone, and Rinconada Fault Zone faults. A significant seismic event on any of these major faults could cause damage in the City of Madera.

The amount of energy released during an earthquake is usually expressed as a magnitude and is measured directly from the earthquake as recorded on seismographs. An earthquake's magnitude is expressed in whole numbers and decimals (e.g., 6.8). Seismologists have developed several magnitude scales, as discussed in Section 4.3.11 of the Base Plan.

Another measure of earthquake severity is intensity. Intensity is an expression of the amount of shaking at any given location on the ground surface. Seismic shaking is typically the greatest cause of losses to structures during earthquakes. The City is located in an area where earthquakes of some magnitude occur, so both magnitude and intensity of earthquakes are expected to remain low to moderate. Seismic shaking maps for the area in Section 4.3.10 of the Base Plan show Madera County and the City fall within a low to moderate shake risk.

Past Occurrences

Disaster Declaration History

There has been no state or federal disaster declarations in Madera County from earthquake.

NCDC Events

The NCDC does not track earthquake events.

City of Madera Events

As shown in the Base Plan, no disaster declarations have occurred in the County due to earthquake. The City noted that small earthquakes have occurred in the area, but none have caused any significant damage or impacts to the population, property, or related closures. The City of Madera has a relatively low probability of shaking and has historically been subject to low to moderate ground shaking. According to the Villages at Almond Grove Specific Plan DEIR, the City of Madera experienced the effects of ground shaking for several earthquakes with a magnitude of 6.0 or greater. The most recent (July 6, 2019) Ridgecrest earthquake had a magnitude of 7.1 and generated a weak (III) ground shaking intensity in the region. No earthquake with a magnitude of 5.5 or greater has ever been recorded in the Madera area, nor has any damage from earthquakes of magnitude 5.5 or greater ever been recorded in Madera County.

Climate Change and Earthquake

Climate change is unlikely to increase earthquake frequency or strength. More information on future impacts can be found in the Future Conditions/Future Development section of the Vulnerability Assessment below.

Vulnerability to Earthquake

The combination of plate tectonics and associated California coastal mountain range building geology generates earthquakes as a result of the periodic release of tectonic stresses Earthquake vulnerability is primarily based on population and the built environment. Urban areas in high seismic hazard zones are the most vulnerable, while uninhabited areas are less vulnerable. The primary impacts of concern are life safety and property damage. Although several faults are in and near the Madera County Planning Area and the City, seismic hazard mapping indicates that the City has low to moderate seismic hazard potential. There is the potential for the City and Madera County Planning Area to be subject to some level of moderate seismic shaking. Some degree of structural damage due to stronger seismic shaking could be expected.

The whole of the City is at some measure of vulnerability to earthquake. An assessment of a community's vulnerability to earthquakes begins with an understanding of local exposure to earthquakes. This is included in the Local Concerns section below. After that section, assets at risk are discussed.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

The Uniform Building Code (UBC) identifies four seismic zones in the United States. The zones are numbered one through four, with Zone 4 representing the highest level of seismic hazard. The UBC

establishes more stringent construction standards for areas within Zones 3 and 4. All of California lies within either Zone 3 or Zone 4. The City of Madera is located within Zone 3.

The City Planning Team noted that no active earthquake faults are located in the City – the closest active faults are 50 or more miles distant. The lack of faults in the City reduces the possibility of damage from earth shaking in the City. Madera is also not subject to liquefaction, a common earthquake-related hazard. However, the Almond Grove Specific Plan EIR noted that the City is located within the valley portion of Madera County, which is susceptible to greater ground shaking intensities. Because the valley is located on alluvium deposits, structures would suffer greater damage from grounds shaking.

Assets at Risk

Many assets in the City are at risk to ground shaking and other earthquake related impacts. Assets at risk from earthquake include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

All people and populations are at risk from earthquake events. Those at heightened risk include:

- The unsheltered
- Infants and children under age five and their caregivers
- Elderly (65 and older)
- Individuals with disabilities
- Individuals dependent on medical equipment
- Individuals with impaired mobility

The greatest risk to people and populations from earthquake is death and injury. More information on people and populations at risk to earthquake shaking events can be seen in the Hazus scenarios developed for this LHMP. More information on the Hazus scenarios and how the County is affected is included in Section 4.3.10 of the Base Plan.

Structures

All structures in the City are vulnerable to earthquakes, depending on the severity, location of the event age of structure relative to what building code the structure was designed for, and whether any seismic retrofits have been performed. The Hazus scenarios conducted for the entire Madera County Planning Area show how structures may be affected.

Critical Facilities and Infrastructure

Earthquake and its related hazards present risks to the City. Earthquakes can damage critical facilities and infrastructure that provide vital services to the City. Damage to critical facilities from the Hazus earthquake scenarios for the Madera County Planning Area, including the City of Madera, are presented in the Hazus analysis in Section 4.3.10 of the Base Plan. Given the nature of earthquake events causing significant

ground shaking among other issues, those critical facilities and infrastructure that include underground components such as water and wastewater facilities would be uniquely vulnerable to damaging earthquakes.

Natural, Historic, and Cultural Resources

The 2023 State Hazard Mitigation Plan noted that environmental problems from earthquakes can be numerous. It is possible for earthquakes to reroute streams, which can change the water quality, possibly damaging habitat and feeding areas. Streams fed by groundwater and/or springs may dry up because of changes in underlying geology. Another threat to the environment from earthquakes is the potential release of hazardous materials into the natural environment causing contamination that can be difficult to contain. Historical and cultural resources are at risk, often due to their age and construction types. The Hazus scenarios in Section 4.3.10 of the Base Plan and included below are relatively silent on the vulnerability to natural, historic, and cultural resources, but impacts to these resources could be long lasting.

Impacts from Earthquake

Earthquakes can strike without warning and cause dramatic changes to the landscape of an area that can have devastating impacts on the built environment. The greatest impact is to life safety of the City of Madera residents and visitors. Other impacts to the City could include damages to infrastructure such as roads, bridges, and dams; damages and loss of services to utilities and critical infrastructure, including those related to gas, power, water, wastewater and communication systems; damages to structures and other development; and possible loss of life and injuries.

Earthquakes can also cause failure of dams, levees, and reservoirs. Facilities and land downslope from dams or water reservoirs or behind levees might be subject to flooding, if the dams, reservoirs, or levees fail as a result of an earthquake. The City has locations with significant flood risk that include facilities downslope from dams or reservoirs that could be affected by a significant earthquake event.

Impacts that are not quantified, but can be anticipated in large future events, include:

- Injury and loss of life;
- Commercial and residential structural and property damage;
- Disruption of and damage to public infrastructure, utilities, and services;
- Damage to roads/bridges resulting in loss of mobility;
- Significant economic impact (jobs, sales, tax revenue) to the community; and
- Negative impact on commercial and residential property values

Impacts to identified assets at risk to this hazard and the overall vulnerability of the City may be affected in the future by climate change (which was discussed in the Likelihood of Future Occurrence discussion above), changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. These are discussed below.

Future Conditions/Future Development

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on this for the City of Madera include the following:

- Climate change is likely to have no effect on future earthquake conditions and associated impacts and vulnerability of the City.
- The City is expected to see slow and steady growth. There 33 areas which the City expects to see experience development over the next 5 years. Any additional growth in the City would place additional populations at risk to earthquake. Additional population growth would likely bring continued diversity to the City. Vulnerable population groups could face disproportionate effects from an earthquake and should be planned for. Changes in population and population patterns may or may not increase the impacts and vulnerability of the City to this hazard depending on the location and nature of growth and continued planning for future hazard conditions and the location and severity of future earthquake events.
- Land use planning should be proactive to address future hazard conditions. There are 33 areas the City is planning to develop over the next five years. City building codes are in effect to reduce structure damage, including damage to critical facilities and infrastructure, and should be updated as necessary to continue to address future earthquake conditions. Depending on the location of new development and adherence to protective building codes, changes in land use and development may or may not increase the impacts and associated vulnerabilities of the City to this hazard.

Although new growth and development corridors would fall in the area affected by earthquake, given the limited chance of major earthquake and the building codes in effect, development in areas prone to earthquakes will continue to occur. The City enforces the state building code, which mandates construction techniques that minimize seismic hazards. Future development in the City is subject to these building codes and land use planning.

Flood: 1%/0.2% Annual Chance

Likelihood of Future Occurrence–Occasional (1%)/Unlikely (0.2%)
Vulnerability–High

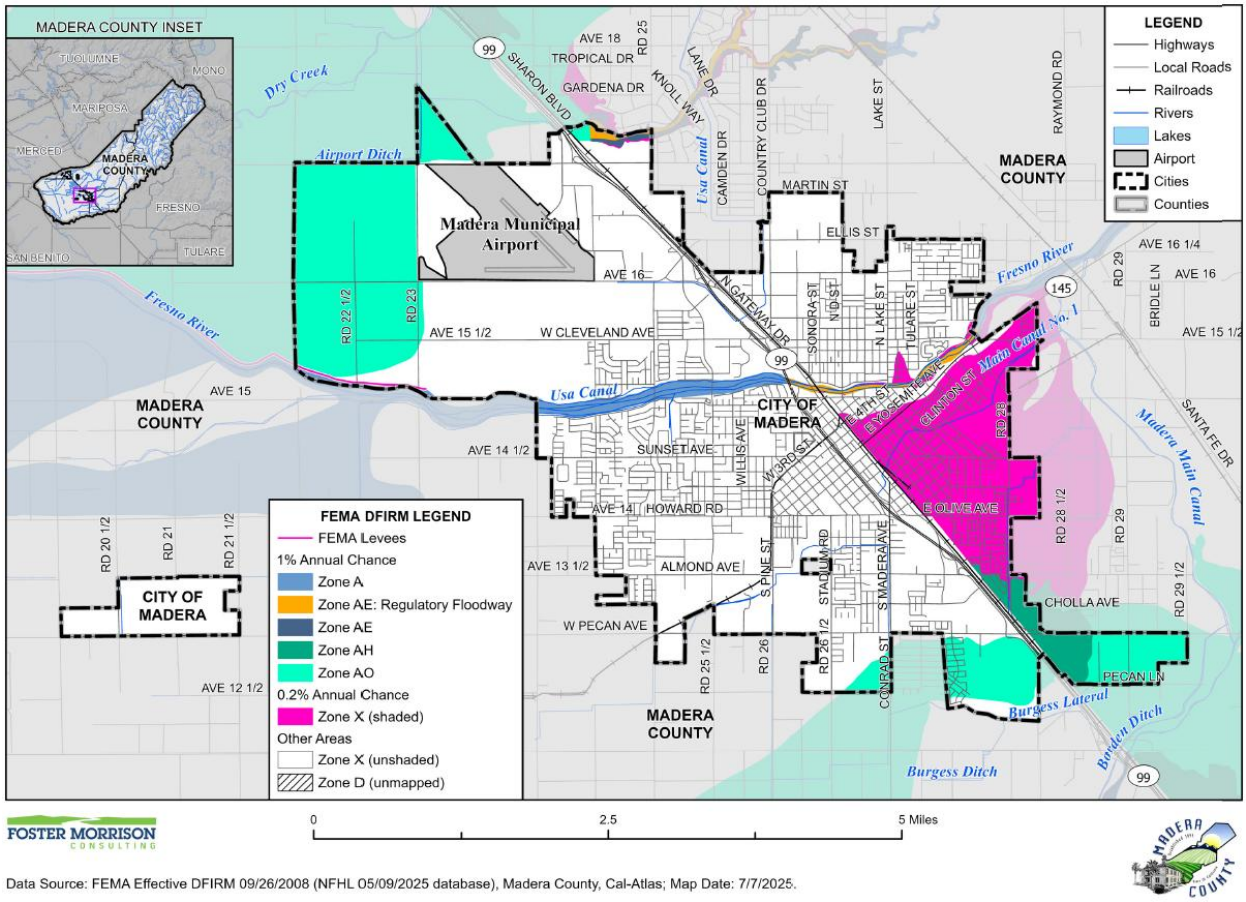
Hazard Profile

This hazard analyzes the FEMA DFIRM 1% and 0.2% annual chance floods. These tend to be the larger floods that can occur in the City and have caused damage in the past. Flooding can be a significant problem in the City. Historically, the City has been at risk to flooding primarily during the winter and spring months when river systems in the City swell with heavy rainfall and snowmelt runoff. The City has also been at risk during atmospheric river flood events. Normally, storm floodwaters are kept within defined limits by a variety of storm drainage and flood control measures located throughout the Madera County Planning Area and the City of Madera. Occasionally, extended heavy rains result in floodwaters that exceed normal high-water boundaries and cause damage. Flooding has occurred both within the 1% and 0.2% annual chance floodplains and in other localized areas in the City.

Location and Extent

The City of Madera has areas located in the 1% and 0.2% annual chance flood zones. This is seen in Figure B-18.

Figure B-18 City of Madera – FEMA DFIRM Flood Zones



Data Source: FEMA Effective DFIRM 09/26/2008 (NFHL 05/09/2025 database), Madera County, Cal-Atlas; Map Date: 7/7/2025.

Table B-22 details the DFIRM mapped flood zones located within the City.

Table B-22 City of Madera– DFIRM Flood Hazard Zones

Flood Zone	Description	Present in the City of Madera
Zone A	1% annual chance flooding: No base flood elevations provided	
Zone AE	1% annual chance flooding: Base flood elevations provided	X
Zone AE Floodway	1% annual chance flood: Regulatory floodway; Base flood elevations provided	X
Zone AH	1% annual chance flood areas of shallow flooding between one to three feet deep. Regulatory floodway; Base flood elevations provided	X
Zone AO	1% annual chance flooding: sheet flow areas. BFEs derived from detailed hydraulic analyses are shown in this zone.	X

Flood Zone	Description	Present in the City of Madera
Zone X (shaded)	0.2% annual chance flooding: The areas between the limits of the 1% annual chance flood and the 0.2-percent-annual-chance (or 500-year) flood	X
Zone X (unshaded)	No flood hazard	X

Source: FEMA DFIRM 1/20/2016

Additionally, flood extents can generally be measured in volume, velocity, and depths of flooding. Expected flood depths in the City vary, depending on the nature and extent of a flood event; specific depths are unknown. Flood durations in the City tend to be short to medium term, or until either the storm drainage system can catch up or flood waters move downstream. Flooding in the City tends to have a shorter speed of onset, due to the amount of water that flows through the City.

Geographical flood extents for the City from the FEMA DFIRMs are shown in Table B-23.

Table B-23 City of Madera – Geographical DFIRM Flood Zone Extents

Flood Zone	Total Acres	% of Total Acres	Improved Acres	% of Total Improved Acres	Unimproved Acres	% of Total Unimproved Acres
1% Annual Chance Flood Hazard	2,119	0.2%	1,776	0.32%	343	0.04%
0.2% Annual Chance Flood Hazard	897	0.07%	482	0.09%	415	0.05%
Other Areas	7,677	0.6%	4,240	0.77%	3,436	0.43%
City of Madera Total	**10,692**	**0.79%**	**6,498**	**1.18%**	**4,194**	**0.52%**

Source: FEMA DFIRM 9/26/2008

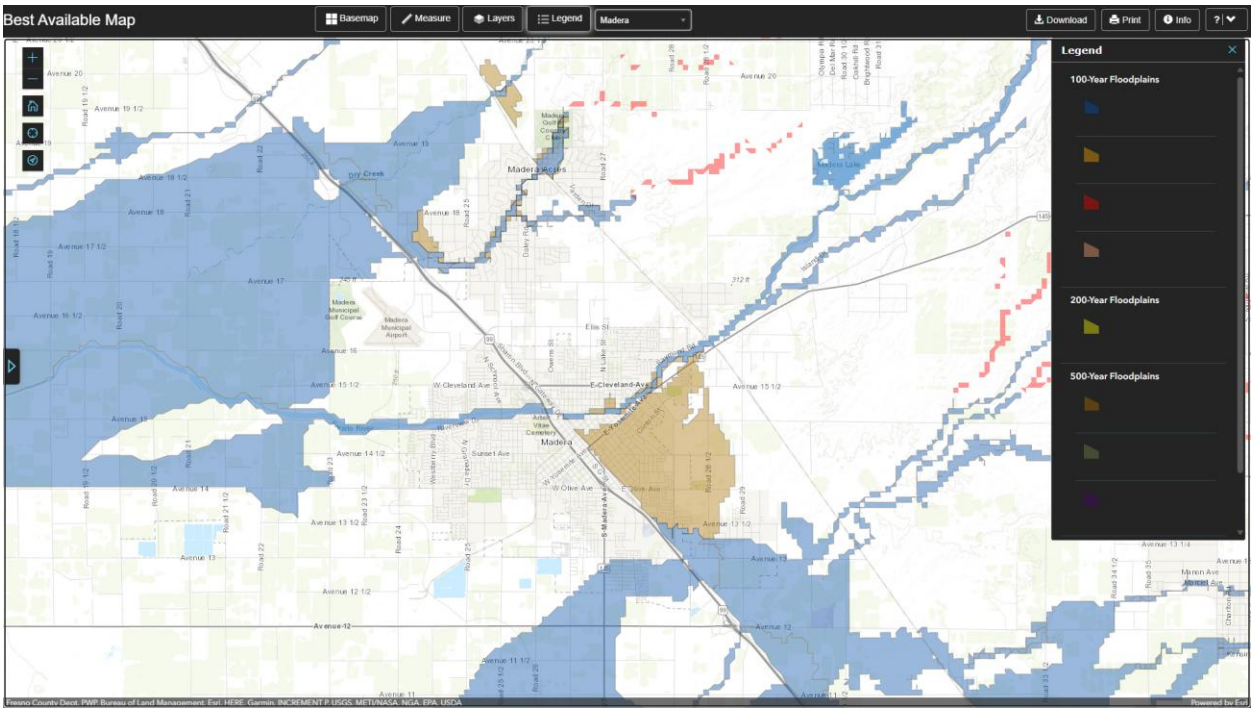
California Department of Water Resources Best Available Maps (BAM)

The FEMA regulatory maps provide just one perspective on flood risks in the City. Senate Bill 5 (SB 5), enacted in 2007, authorized the California DWR to develop the Best Available Maps (BAM) displaying 100- and 200-year floodplains for areas located within the Nevada-San Joaquin (SAC-SJ) Valley watershed. This effort was completed by DWR in 2008. DWR has expanded the BAM to cover all counties in the State and to include 500-year floodplains.

Different than the FEMA DFIRMs which have been prepared to support the NFIP and reflect only the 100-year event risk, the BAMs are provided for informational purposes and are intended to reflect current 100-, 200-(as applicable), and 500-year event risks using the best available data. The 100-year floodplain limits on the BAM are a composite of multiple 100-year floodplain mapping sources. It is intended to show all currently identified areas at risk for a 100-year flood event, including FEMA's 100-year floodplains. The BAM are comprised of different engineering studies performed by FEMA, Corps, and DWR for assessment of potential 100-, 200-, and 500-year floodplain areas. These studies are used for different planning and/or

regulatory applications, and for each flood frequency may use varied analytical and quality control criteria depending on the study type requirements. The value in the BAMs is that they provide a bigger picture view of potential flood risk to the City than that provided in the FEMA DFIRMs. The BAM map for the City is shown in Figure B-19.

Figure B-19 City of Madera – Best Available Map



Source: California DWR

Legend explanation: **Blue** - FEMA 100-Year, **Orange** – Local 100-Year (developed from local agencies), **Red** – DWR 100-year (Awareness floodplains identify the 100-year flood hazard areas using approximate assessment procedures.), **Pink** – USACE 100-Year (2002 Sac and San Joaquin River Basins Comp Study), **Yellow** – USACE 200-Year (2002 Sac and San Joaquin River Basins Comp Study), **Tan** – FEMA 500-Year, Grey – Local 500-Year (developed from local agencies), **Purple** – USACE 500-Year (2002 Sac and San Joaquin River Basins Comp Study).

Past Occurrences

Disaster Declaration History

A list of state and federal disaster declarations for Madera County from flooding is shown on Table B-24. These events also likely affected the City to some degree.

Table B-24 Madera County – State and Federal Disaster Declarations from Flood 1950-2025

Disaster Type	State Declarations		Federal Declarations	
	Count	Years	Count	Years
Flood (including heavy rains and storms)	20	1950, 1955, 1958, 1969, 1982 (twice), 1983, 1986, 1992, 1993, 1995 (three), 1997 (twice), 2006, 2010, 2023 (three)	21	1950, 1955, 1958, 1962, 1963 (twice), 1969, 1982, 1986, 1992, 1995 (three), 1997 (twice), 2006, 2010, 2023 (four)

Source: Cal OES, FEMA

NCDC Events

The NCDC tracks flooding events for the County. Events have been tracked for flooding since 1993. Madera County has seen 74 events. These events most likely had some impact on the City.

City of Madera Events

In the past, flooding in Madera was a relatively frequent event. Floods struck Madera in 1938, 1943, 1945, 1950, 1952, 1955, 1956, 1958, 1962, 1963, and 1969. The era of flooding in Madera ended with the construction of the Hidden Dam on the Fresno River upstream of the City. Since the construction of the dam in 1976, no floods have occurred in the City.

Climate Change and Flood

It is likely that climate change will increase the chance of future occurrence as well as future impacts associated with flood. More information on future impacts to the City can be found in the Future Conditions/Future Development section of the Vulnerability Assessment below.

According to the 2024 CAS, climate change may affect flooding in California, the Madera County Planning Area, and the City of Madera. While average annual rainfall may increase or decrease slightly, the intensity of individual rainfall events is likely to increase during the 21st century. It is possible that average soil moisture and runoff could decline, however, due to increasing temperature, evapotranspiration rates, and spacing between rainfall events. Reduced snowpack and increased number of intense rainfall events are likely to put additional pressure on water infrastructure which could increase the chance of flooding associated with breaches or failures of flood control structures such as levees and dams. Cal Adapt future precipitation projections were shown in Section 4.3.4.

Vulnerability to Flood: 1% and 0.2% Annual Chance

Floods have been a part of the City's historical past and will continue to be so in the future. During winter months, long periods of precipitation and the timing of that precipitation are critical in determining the threat of flood, and these characteristics further dictate the potential for widespread structural and property damage. Predominantly, the effects of 1% and 0.2% annual chance flooding are generally confined to areas near the waterways of the City. As waterways grow in size from local drainages, so grows the threat of flood and dimensions of the threat.

The whole of the City is at some measure of vulnerability to floods. An assessment of a community's vulnerability to flood begins with an understanding of local exposure to flood. This is included in the Local Concerns section below followed by a discussion of the City's Assets at Risk to this hazard.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

Madera is traversed by several stream systems and is at risk to both the 1% (100-year) and 0.2% (500-year) annual chance flood. FEMA has identified DFIRM flood zones for the City. Residential, government, business and agriculture properties are at risk of flooding. The City of Madera's urban landscape includes paved surfaces and a storm drain system that can become overwhelmed during intense rainfall, contributing to street flooding and localized damage.

Climate change alters the hydrologic cycle in the Central Valley by increasing atmospheric moisture, intensifying storm events, and driving more frequent extremities in events where long dry spells are punctuated by intense rain events. These shifts as well as the potential for heavier rainfall and runoff events to become more common increase the potential for stormwater flooding beyond historical patterns and the design assumptions of the Storm Drainage System Master Plan.

In addition to direct impacts to residential areas and businesses, flooding can disrupt essential services such as transportation, utilities and emergency response. The impacts of climate change on groundwater storage also have a potential to influence land subsidence, which can increase surface water accumulations during storms due to the lowering of ground elevations.

The last Storm Drainage Master Plan illustrated that the magnitude of 1% storm had increased since the previous iteration. This increase, possibly associated with climate change, resulted in a significant identification of undersized existing facilities. This change directly effects the safety of the pubic and integrity of structures.

Assets at Risk

Assets at risk from flood include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

All people and populations located in the 1% and 0.2% annual chance floodplains are at some risk to flooding. Certain vulnerable populations located within areas prone to flooding may be at increased risk to this hazard, especially during a large event with minimal advance notice. These vulnerable populations include: the unsheltered, those with limited mobility, and those that lack the resources to leave the area.

City residents that live in the 1% and 0.2% annual chance floodplains are often the most vulnerable. Not only are the residents at risk, but their homes and contents are all at risk, compounding the impacts associated with significant hazard events. To further evaluate the impact to the City of Madera's residential population residing within these hazard areas, the DFIRM flood zones were overlayed on the parcel layer. Those residential parcels that intersect the flood zones were counted and multiplied by the 2023 Census Bureau average household factors for the City of Madera – 3.38. According to this analysis, there is a total population of 1,747 and 7,713 residents of the City at risk to flooding in the 1% and 0.2% annual chance floodplains, respectively. This is shown in Table B-25.

Table B-25 City of Madera – Improved Residential Parcels and Population by Summary FEMA DFIRM Flood Zone

Jurisdiction	1% Annual Chance		0.2% Annual Chance	
	Improved Residential Parcels	Population at Risk	Improved Residential Parcels	Population at Risk
City of Madera	517	1,747	2,282	7,713

Source: FEMA DFIRM 09/06/2008, 2024 Madera County Parcel/Assessor Data, 2023 US Census Bureau American Community Survey Average Household Size –City of Madera (3.38).

The City noted that the Critical Facilities and Infrastructure section below includes the facilities used by At-Risk populations that are threatened by this hazard. While this is not specific to what special populations reside in the City, it does speak to facilities that area used to serve (portions) of this population.

Structures

Certain structures in the City are at risk of DFIRM flooding and primarily include those structures located within the 1% and 0.2% annual chance floodplains. GIS was used to determine the possible impacts of flooding on parcels and structures within the City of Madera. The methodology described in Section 4.3.11 of the Base Plan was followed in determining structures and values at risk to the 1% (100-year) and 0.2% (500-year) annual chance flood event. Table B-26 is a summary table for the City of Madera. Parcel counts, land and improved values (i.e., those with a structure improvement on the parcel), estimated content replacement values, and total values in the City are shown for the 1% and 0.2% annual chance flood zones, as well as for those properties that fall outside of the mapped FEMA DFIRM flood zones. Table B-27 breaks down Table B-26 and shows the same analysis further broken out by detailed FEMA flood zone and property use.

Table B-26 City of Madera – Count and Value of Parcels and Structures in Summary DFIRM Flood Zone

Flood Zone	Total Parcel Count	Improved Parcel Count	Total Land Value	Structure Value	Personal Property Value	Estimated Contents Value	Total Value
1% Annual Chance Flood Hazard	678	558	$66,746,126	$112,888,323	$199,372	$62,934,518	$242,768,339
0.2% Annual Chance Flood Hazard	3,010	2,504	$131,435,759	$428,038,984	$5,738,999	$253,097,832	$818,311,574
Other Areas	13,400	12,362	$813,523,938	$2,844,916,160	$129,555,489	$1,848,188,022	$5,636,183,609
City of Madera Total	**17,088**	**15,424**	**$1,011,705,823**	**$3,385,843,467**	**$135,493,860**	**$2,164,220,371**	**$6,697,263,521**

Source: FEMA DFIRM 09/06/2008, Madera County 2024 Parcel/Assessor Data

*With respect to improve parcels within the floodplain, the actual structures on the parcels may not be located within the actual floodplain, may be elevated and or otherwise outside of the identified flood zone

**This parcel count only includes those parcels in the 0.2% annual chance flood zone, exclusive of the 1% annual chance flood zone. The 0.2% annual chance flood, in actuality, also includes all parcels in the 1% annual chance flood zone.

Table B-27 City of Madera – Count and Values of Parcels and Structures by Detailed DFIRM Flood Zone and Property Use

Flood Zone / Property Use	Total Parcel Count	Improved Parcel Count	Total Land Value	Structure Value	Personal Property Value	Estimated Contents Value	Total Value
1% Annual Chance Flood Hazard							
Zone AE							
Agricultural	6	4	$1,825,257	$890,587	$0	$890,587	$3,606,431
Commercial	2	1	$18,340	$38,497	$6,063	$38,497	$101,397
Government	7	0	$6,902	$0	$0	$0	$6,902
Institutional	2	1	$382,503	$2,013,500	$0	$2,013,500	$4,409,503
Recreational	4	0	$1,705	$0	$0	$0	$1,705
Residential	77	64	$3,997,030	$15,484,738	$0	$7,742,369	$27,224,137
Right of Way	2	0	$1	$0	$0	$0	$1
Zone AE Total	**100**	**70**	**$6,231,738**	**$18,427,322**	**$6,063**	**$10,684,953**	**$35,350,076**
Zone AE: Regulatory Floodway							
Commercial	15	10	$6,134,915	$2,673,456	$4	$2,673,456	$11,481,831
Government	22	0	$0	$0	$0	$0	$0
Institutional	1	0	$0	$0	$0	$0	$0
Residential	53	38	$3,468,193	$5,643,994	$32,340	$2,821,997	$11,966,524
Unknown	1	0	$542	$0	$0	$0	$542
Zone AE: Regulatory Floodway Total	**92**	**48**	**$9,603,650**	**$8,317,450**	**$32,344**	**$5,495,453**	**$23,448,897**
Zone AH							
Agricultural	4	3	$3,679,468	$184,129	$8,500	$184,129	$4,056,226
Commercial	1	1	$648,051	$4,572,619	$117,040	$4,572,619	$9,910,329
Government	2	0	$0	$0	$0	$0	$0
Residential	117	109	$7,009,641	$22,551,665	$0	$11,275,833	$40,837,139
Zone AH Total	**124**	**113**	**$11,337,160**	**$27,308,413**	**$125,540**	**$16,032,581**	**$54,803,694**
Zone AO							
Agricultural	23	21	$21,628,532	$2,607,924	$26,495	$2,607,924	$26,870,875
Government	4	0	$0	$0	$0	$0	$0
Residential	334	306	$17,945,045	$56,227,214	$8,930	$28,113,607	$102,294,796
Unknown	1	0	$1	$0	$0	$0	$1
Zone AO Total	**362**	**327**	**$39,573,578**	**$58,835,138**	**$35,425**	**$30,721,531**	**$129,165,672**
1% Annual Chance Flood Hazard Total	**678**	**558**	**$66,746,126**	**$112,888,323**	**$199,372**	**$62,934,518**	**$242,768,339**

Flood Zone / Property Use	Total Parcel Count	Improved Parcel Count	Total Land Value	Structure Value	Personal Property Value	Estimated Contents Value	Total Value
0.2% Annual Chance Flood Hazard							
Zone X (shaded)							
Agricultural	3	1	$185,917	$164,045	$0	$164,045	$514,007
Commercial	264	199	$28,867,136	$73,361,937	$5,278,838	$73,361,937	$180,869,848
Government	48	0	$4	$0	$0	$0	$0
Industrial	18	4	$393,096	$183,484	$2	$275,226	$851,808
Institutional	21	18	$712,760	$4,263,729	$107,833	$4,263,729	$9,348,051
Recreational	2	0	$0	$0	$0	$0	$0
Residential	2,620	2,282	$100,900,849	$350,065,789	$352,326	$175,032,895	$626,351,859
Right of Way	9	0	$0	$0	$0	$0	$0
Utilities	6	0	$33,651	$0	$0	$0	$33,651
Unknown	19	0	$342,346	$0	$0	$0	$342,346
Zone X (shaded) Total	**3,010**	**2,504**	**$131,435,759**	**$428,038,984**	**$5,738,999**	**$253,097,832**	**$818,311,574**
0.2% Annual Chance Flood Hazard Total	**3,010**	**2,504**	**$131,435,759**	**$428,038,984**	**$5,738,999**	**$253,097,832**	**$818,311,574**
Other Areas							
Zone X (unshaded)							
Agricultural	41	26	$12,422,781	$6,690,615	$912,507	$6,690,615	$26,716,518
Commercial	730	542	$154,083,539	$453,620,063	$40,299,486	$453,620,063	$1,101,623,151
Government	129	1	$4,386,887	$12,481		$12,481	$4,411,849
Industrial	223	109	$41,835,776	$183,248,597	$84,960,258	$274,872,896	$584,917,527
Institutional	61	41	$2,775,967	$24,241,971	$25,082	$24,241,971	$51,284,991
Recreational	1	0	$0	$0	$0	$0	$0
Residential	12,168	11,640	$596,334,270	$2,176,704,873	$3,358,154	$1,088,352,437	$3,864,749,734
Right of Way	20	1	$83,613	$46,163	$0	$46,163	$175,939
Utilities	6	1	$197,412	$163,844	$2	$163,844	$525,102
Unknown	21	1	$1,403,693	$187,553	$0	$187,553	$1,778,799
Zone X (unshaded) Total	**13,400**	**12,362**	**$813,523,938**	**$2,844,916,160**	**$129,555,489**	**$1,848,188,022**	**$5,636,183,609**
Other Areas Total	**13,400**	**12,362**	**$813,523,938**	**$2,844,916,160**	**$129,555,489**	**$1,848,188,022**	**$5,636,183,609**
City of Madera Total	**17,088**	**15,424**	**$1,011,705,823**	**$3,385,843,467**	**$135,493,860**	**$2,164,220,371**	**$6,697,263,521**

Source: FEMA DFIRM 09/06/2008, Madera County 2024 Parcel/Assessor Data

*With respect to improve parcels within the floodplain, the actual structures on the parcels may not be located within the actual floodplain, may be elevated and or otherwise outside of the identified flood zone

**This parcel count only includes those parcels in the 0.2% annual chance flood zone, exclusive of the 1% annual chance flood zone. The 0.2% annual chance flood, in actuality, also includes all parcels in the 1% annual chance flood zone.

Table B-28 summarizes Table B-27 and shows City of Madera loss estimates and improved values at risk by FEMA 1% and 0.2% annual chance flood zones. According to Table B-27 and Table B-28, the City of Madera has 558 parcels and $176.0 million of structure and contents values or values in the 1% annual chance flood zone, and 2,504 improved parcels and $686.9 million of structure and contents values in the 0.2% annual chance flood zone. These values can be refined a step further. Applying the 20 percent damage factor as previously described in Section 4.3.11 of the Base Plan, there is a 1% chance in any given year of a flood event causing $35.2 million in damage and a 0.2% chance in any given year of a flood event causing $137.4 million in damage in the City of Madera. The loss ratio of 0.19% indicates that flood losses for 1% annual chance flooding would be minor and the City would be able recover. The loss ratio of 0.75% indicates that flood losses for 0.2% annual chance flooding would be relatively minor and the City would be able to recover.

Table B-28 City of Madera – Flood Loss Estimates

Flood Zone	Total Parcel Count	Imp. Parcel Count	Total Land Value	Improved Structure Value	Personal Property Value	Estimated Contents Value	Total Value	Loss Estimate	Loss Ratio
1% Annual Chance	678	558	$66,746,126	$112,888,323	$199,372	$62,934,518	$176,022,213	$35,204,443	0.19%
0.2% Annual Chance	3,010	2,504	$131,435,759	$428,038,984	$5,738,999	$253,097,832	$686,875,815	$137,375,163	0.75%
City of Madera Total	**3,688**	**3,062**	**$198,181,885**	**$540,927,307**	**$5,938,371**	**$316,032,350**	**$862,898,028**	**$172,579,606**	**0.94%**

Source: FEMA DFIRM 09/06/2008, Madera County 2024 Parcel/Assessor Data

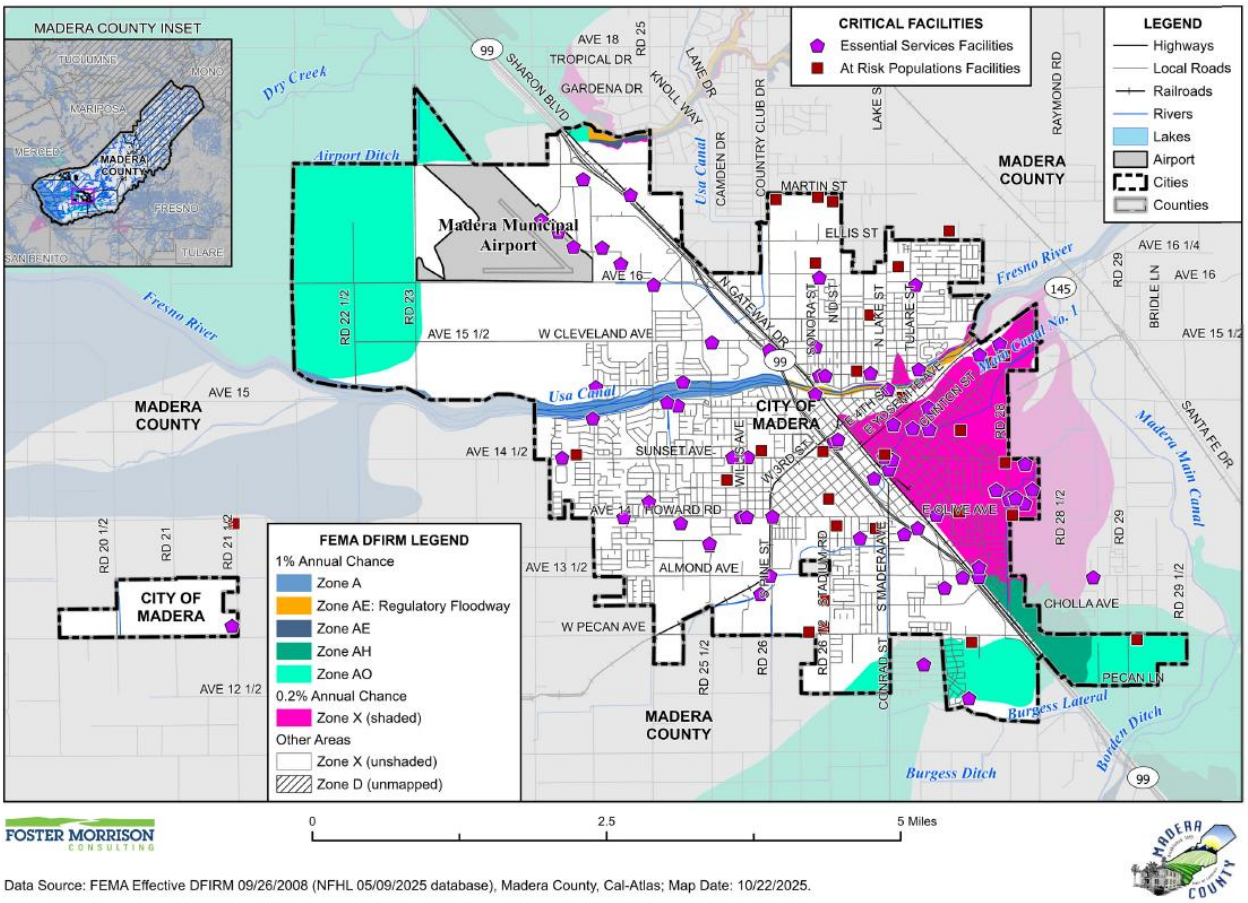
*With respect to improve parcels within the floodplain, the actual structures on the parcels may not be located within the actual floodplain, may be elevated and or otherwise outside of the identified flood zone

**This parcel count only includes those parcels in the 0.2% annual chance flood zone, exclusive of the 1% annual chance flood zone. The 0.2% annual chance flood, in actuality, also includes all parcels in the 1% annual chance flood zone.

Critical Facilities and Infrastructure

1% and 0.2% annual chance flooding present a threat to critical facilities and infrastructure. The following analysis discusses critical facilities and infrastructure. A separate analysis was performed on the critical facility inventory in the City to determine which critical facilities fall into each FEMA DFIRM flood zone. Using GIS, the FEMA DFIRM flood zones were overlayed on the critical facility GIS layer. This is shown on Figure B-20 for the FEMA DFIRM flood zones. Table B-41 details which critical facilities fall in which FEMA DFIRM flood zones. Details of critical facility categories, type, name, and address by FEMA DFIRM flood zones are listed in Appendix F.

Figure B-20 City of Madera – Critical Facilities in FEMA DFIRM Flood Zones



Data Source: FEMA Effective DFIRM 09/26/2008 (NFHL 05/09/2025 database), Madera County, Cal-Atlas; Map Date: 10/22/2025.

Table B-29 City of Madera – Critical Facilities by Category and Type in FEMA DFIRM Flood Zones

Jurisdiction / Flood Zone	Critical Facility Category	Facility Count
1% Annual Chance Flood Hazard		
Zone AE	Essential Services Facilities	1
Zone AE: Regulatory Floodway	Essential Services Facilities	3
	At Risk Populations Facilities	1
Zone AH	Essential Services Facilities	3
Zone AO	Essential Services Facilities	3
	At Risk Populations Facilities	2
1% Annual Chance Flood Hazard Total		**13**
0.2% Annual Chance Flood Hazard		
Zone X (shaded)	Essential Services Facilities	20
	At Risk Populations Facilities	7
0.2% Annual Chance Flood Hazard Total		27
Other Areas		

Jurisdiction / Flood Zone	Critical Facility Category	Facility Count
Zone X (unshaded)	Essential Services Facilities	73
	At Risk Populations Facilities	19
Other Areas Total		**92**
City of Madera Total		**132**

Source: FEMA DFIRM 09/06/2008, City of Madera

Natural, Historic, and Cultural Resources

Large flood events can affect natural, historic, and cultural resources. There are a number of ways floodwaters can impact natural resources and the environment. Wildlife habitats can be destroyed by floodwaters. Contaminated floodwater can pollute rivers and habitats. Silt and sediment can destroy natural areas. Riverbanks and natural levees can be eliminated as rivers reach bankfull capacity. Rivers can be widened, and deposition can increase downstream. Trees can be uprooted by high-velocity water flow. Plants that survive the initial flood may die due to being inundated with water. Historic and cultural resources may also be affected. Generally, the impacts are associated with damage to structures within the flooded areas, but other cultural resources such as those associated with Native Americans and old tribal areas can also be disturbed, damaged and lost during extreme flood events. Any of these that fall in the flood zones shown on Figure B-18 would be vulnerable.

Impacts from Flood: 1% and 0.2% Annual Chance

Floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide. Large flood events, including those associated with 1% and 0.2% annual chance floods, can cause substantial damage to structures, landscapes, and utilities as well as life safety issues. People may be swept away in floodwaters, causing injuries or deaths. Floods can be extremely dangerous, and even six inches of moving water can knock over a person given a strong current. During a flood, people can also suffer heart attacks or electrocution due to electrical equipment short outs. Direct impacts, such as drowning, can be limited with adequate warning and public education about what to do during floods. Floodwaters can transport large objects downstream which can damage or remove stationary structures. Structures can be damaged directly from floodwaters and can also be damaged from trees falling as a result of water-saturated soils. Ground saturation can result in instability, collapse, or other damage. Objects can also be buried or destroyed through sediment deposition. Floodwaters can also break utility lines and interrupt services causing power outages. The interruption of power causes major problems and can result in the closure of governmental offices and community businesses. Public schools may also be required to close or be placed on a delayed start schedule. Roads can be damaged and closed, causing safety and evacuation issues.

Standing water can cause damage to crops, roads, foundations, and electrical circuits. Other problems connected with flooding and stormwater runoff include erosion, sedimentation, degradation of water quality, loss of environmental resources, and economic impacts.

Impacts that are not quantified, but can be anticipated in large future events, include:

- Injury and loss of life;
- Commercial and residential structural and property damage;

- Disruption of and damage to public infrastructure, utilities, and services;
- Damage to roads/bridges resulting in loss of mobility;
- Significant economic impact (jobs, sales, tax revenue) to the community; and
- Negative impact on commercial and residential property values

Impacts to identified assets at risk to this hazard and the overall vulnerability of the City may be affected in the future by climate change (which was discussed in the hazard profile discussion above), changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. These are discussed further below.

Insurance Coverage, Claims Paid, and Repetitive Losses

Standard property insurance does not include flood coverage because of the relatively high risk. The National Flood Insurance Program (NFIP) provides flood insurance to residents in those communities that participate in the NFIP. Federal financial assistance requires the purchase of flood insurance for structures located within a 100-year floodplain – a requirement that affects nearly all mortgages financed through commercial lending institutions. Flood insurance is also recommended for all structures protected by levees, even if not mapped within a floodplain.

The City of Madera joined the National Flood Insurance Program (NFIP) on June 4, 1987. The City does not participate in the CRS program. NFIP data indicates that as of December 2, 2024, there were 8 flood insurance policies in force in the City with $2,318,000 of coverage. There have been 9 historical claims for flood losses totaling $88,293.47. Of these, 1 was in an A zones and 1 were in B, C, or X zones. 2 of the claims were for pre-FIRM structures, while 0 were for post-FIRM structures in the B, C, or X zone. NFIP data further indicates that there are no repetitive loss or severe repetitive loss buildings in the City. There have been 1 substantial damage claims since 1978.

Based on this analysis of insurance coverage, the City has values at risk to the 1% annual chance and greater floods. Of the 558 improved parcels within the 1% annual chance flood zone, 2 of those parcels maintain flood insurance. This can be seen on Table B-30.

Table B-30 City of Madera – Percentage of Policy Holders to Improved Parcels in the 1% Annual Chance Floodplain

Jurisdiction	Improved Parcels in SFHA (1% Annual Chance) Floodplain*	Insurance Policies in the SFHA (1% Annual Chance) Floodplain	Percentage of 1% Annual Chance Floodplain Parcels Currently Insured
City of Madera	558	2	0.4%

Source: FEMA DFIRM 9/26/2008, FEMA CIS 2024, 2024 Madera County Parcel/Assessor's Data

Future Conditions/Future Development

This section provides a discussion of how future conditions will influence or affect the hazard over time and also discusses future development relative to each hazard.

Future Conditions

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on this for the City of Madera include the following:

- Climate change is likely to exacerbate future flood conditions and associated impacts and vulnerability of the County to 1% and 0.2% annual chance flooding.
- Future population growth should be considered, as having more or less people in a community affects the overall hazard vulnerability to the City. The City is expected to see slow and steady growth; therefore any additional growth within the levee protected areas of the County and other 1% and 0.2% annual chance floodplains could place additional populations at risk to flood. Of the 33 future development areas, 6 fall in the 1% or 0.2% annual chance flood zones. If these developments come to fruition, it would place additional population in the flood zones. Additional population growth would likely bring continued diversity to the County. Vulnerable population groups could face disproportionate effects from flooding and should be planned for. Changes in population and population patterns may or may not increase the impacts and vulnerability of the City to this hazard depending on the location and nature of growth and continued planning for future hazard conditions and the location of future flood events.
- Land use planning should be proactive to address future hazard conditions. Of the 33 developments planned over the next five years (as shown in Figure B-21), 6 have areas that would be near the floodplain. Locating new development, structures and critical facilities and infrastructure within or near areas of flood risk may put additional development at risk. However, City building codes and the City's floodplain ordinance are in effect to reduce this risk and should be updated as necessary to continue to address future flood conditions. As such, future development is not expected in increase the vulnerability of the City to flood.

Future Development

The potential for flooding may increase as floodwaters are channeled due to land development. Such changes can exacerbate flooding problems inside and outside of natural floodplains by altering or confining natural drainage channels. Floodplain modeling and master planning should be based on built out property use to ensure that all new development remains safe from future flooding. While local floodplain management, stormwater management, and water quality regulations and policies address these changes on a site-by-site basis, their cumulative effects can have a negative impact on the overall floodplain.

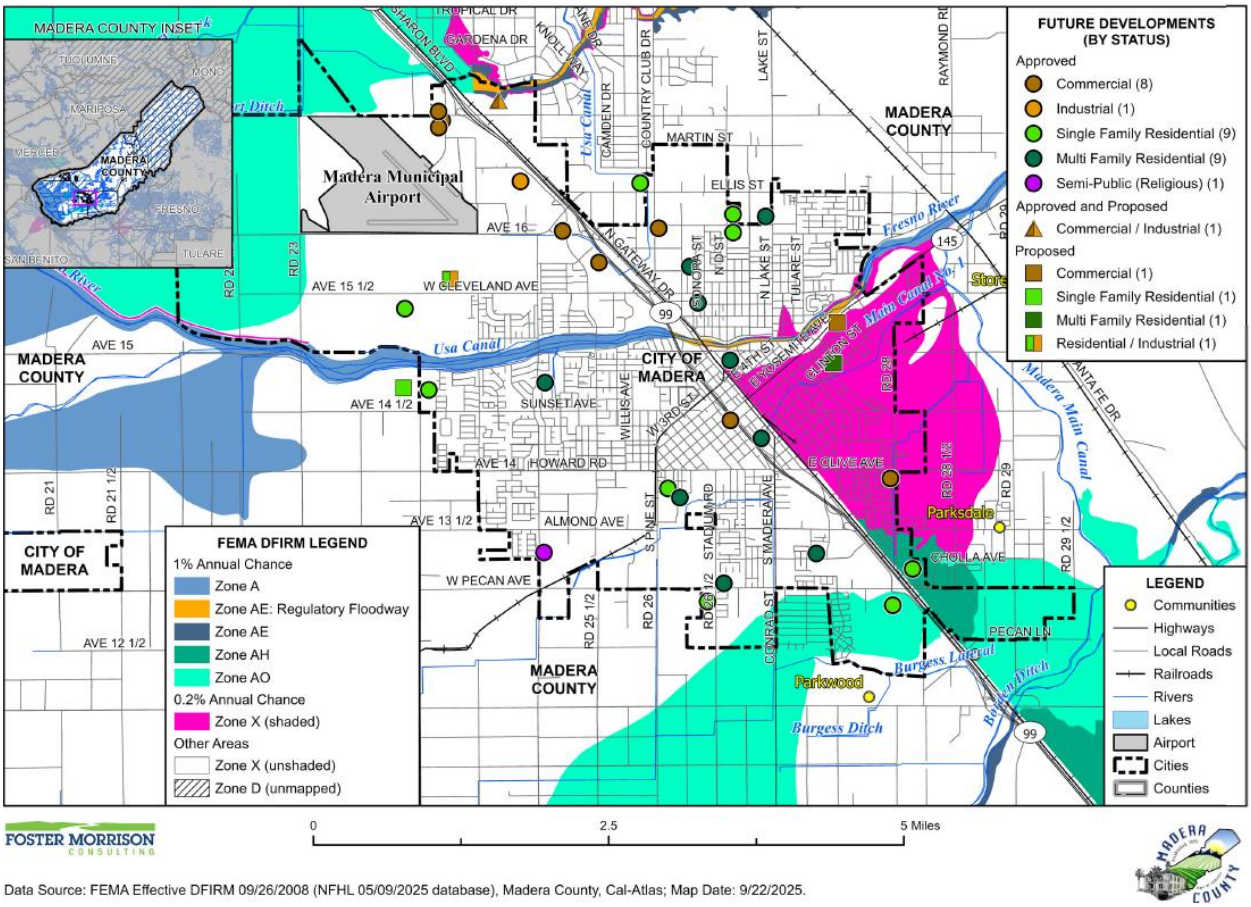
The City enforces its floodplain management ordinance. If any development is to occur in the floodplain, it would have to conform to the elevation standards of the floodplain ordinance. No development is expected in the floodplain in the future. More detail on the specifics of the floodplain ordinance can be found in the Capability section below.

Future development areas and their vulnerability to 1% and 0.2% annual chance flood are discussed further in the below GIS analysis.

GIS Analysis

The City provided 33 future development areas which were used as the basis for the inventory of future development for the City. These areas were mapped in GIS. Utilizing the future development area spatial layer, the parcel polygon data was intersected to determine the future development areas within each DFIRM flood zone. Figure B-21 shows the locations of the future development area overlayed on the DFIRM flood zones. Some of these future development areas fall within the mapped flood areas as shown on Table B-31. As shown in the map and table, three of these future development areas sit in the 1% annual chance flood zone, while three more sit in the 0.2% annual chance flood zone.

Figure B-21 City of Madera – Future Development Areas in FEMA DFIRM Flood Zones



Data Source: FEMA Effective DFIRM 09/26/2008 (NFHL 05/09/2025 database), Madera County, Cal-Atlas; Map Date: 9/22/2025.

Table B-31 City of Madera – Future Development Area Acres and Parcels in FEMA DFIRM Flood Zones

Future Development / Property Use / Map ID	Total Parcel Count	Improved Parcel Count	Unimproved Parcel Count	Total Acres	Total Improved Acres	Total Unimproved Acres
1% Annual Chance Flood Hazard						
Zone AE: Regulatory Floodway						
NEC 17 & 99 (Map ID 29)						

Future Development / Property Use / Map ID	Total Parcel Count	Improved Parcel Count	Unimproved Parcel Count	Total Acres	Total Improved Acres	Total Unimproved Acres
Commercial / Industrial	1	0	1	99.58	0	99.58
Zone AE: Regulatory Floodway Total	**1**	**0**	**1**	**99.58**	**0**	**99.58**
Zone AH						
E/S Tozer (Rd. 28) btwn 13 1/2 & Pecan (13) (Map ID 4)						
Single Family Residential	1	0	1	28.07	0	28.07
Zone AH Total	**1**	**0**	**1**	**28.07**	**0**	**28.07**
Zone AO						
SWC of Ave 13 & Hwy 99 (Map ID 23)						
Single Family Residential	1	1	0	135.59	135.59	0
Zone AO Total	**1**	**1**	**0**	**135.59**	**135.59**	**0**
1% Annual Chance Flood Hazard Total	**3**	**1**	**2**	**263.2**	**135.6**	**127.6**
0.2% Annual Chance Flood Hazard						
Zone X (shaded)						
SWC Olive & Tozer (Map ID 25)						
Commercial	1	0	1	4.92	0	4.92
1230 E. Yosemite Ave. (Map ID 30)						
Commercial	5	1	4	4.46	0.17	4.29
NE/S of Malone btwn Washington & Clinton (Map ID 31)						
Multi Family Residential	1	0	1	0.50	0	0.50
Zone X (shaded) Total	**7**	**1**	**6**	**9.88**	**0.17**	**9.71**
0.2% Annual Chance Flood Hazard Total	**7**	**1**	**6**	**9.9**	**0.2**	**9.7**
Other Areas						
Zone X (unshaded)						
Btwn Wilson & Rush and Davis & Sonora (Map ID 1)						
Multi Family Residential	2	0	2	0.28	0	0.28
E/S Cypress btwn Oak & Maple (Map ID 2)						

Future Development / Property Use / Map ID	Total Parcel Count	Improved Parcel Count	Unimproved Parcel Count	Total Acres	Total Improved Acres	Total Unimproved Acres
Single Family Residential	1	0	1	0.23	0	0.23
E/S Granada btwn Almond & Pecan (Map ID 3)						
Semi-Public (Religious)	1	1	0	8.45	8.45	0
Grove St. terminus south of Maple (Map ID 5)						
Multi Family Residential	2	1	1	2.95	2.24	0.72
N Schnoor & Kennedy St (Map ID 6)						
Commercial	1	0	1	1.86	0	1.86
N/S Park btwn Linden & Laurel (Map ID 7)						
Multi Family Residential	3	0	3	0.72	0	0.72
N/S Sherwood btwn Sonora & Owens (Map ID 8)						
Multi Family Residential	1	0	1	1.43	0	1.43
NE/S of I btwn Yosemite & 6th (Map ID 9)						
Commercial	1	0	1	0.22	0	0.22
NEC Ellis & Fairview(Map ID 10)						
Single Family Residential	1	0	1	6.27	0	6.27
NEC Emily & Gary (Map ID 11)						
Multi Family Residential	1	0	1	4.53	0	4.53
NEC of Adell & D (Map ID 12)						
Single Family Residential	2	1	1	9.12	4.13	4.99
NEC Stadium and Pecan (Map ID 13)						
Multi Family Residential	1	0	1	5.20	0	5.20
NWC of Golden State and Ave 17 (Map ID 14)						
Commercial	1	0	1	10.27	0	10.27
NWC of Sunset and Caitlin (Map ID 15)						
Single Family Residential	1	0	1	0.15	0	0.15
S/S Cleveland btwn 16 & 23 (Map ID 16)						
Single Family Residential	1	1	0	38.11	38.11	0
SEC Foxglove & Schnoor (Map ID 17)						

Future Development / Property Use / Map ID	Total Parcel Count	Improved Parcel Count	Unimproved Parcel Count	Total Acres	Total Improved Acres	Total Unimproved Acres
Commercial	2	0	2	19.44	0	19.44
SEC of Adell & D (Map ID 18)						
Single Family Residential	3	0	3	7.77	0	7.77
SEC of Country Club & Adell (Map ID 19)						
Commercial	1	0	1	1.37	0	1.37
SW/S of G btwn 8th & 10th (Map ID 20)						
Multi Family Residential	1	0	1	0.26	0	0.26
SWC Airport (Golden State) & Ave. 17 (Map ID 21)						
Commercial	1	0	1	1.48	0	1.48
SWC Airport (Golden State) & Ave. 17 (Map ID 22)						
Commercial	1	0	1	1.14	0	1.14
SWC of Stadium Rd. and Pecan Ave. (Map ID 24)						
Single Family Residential	1	0	1	18.70	0	18.70
W/S Lake btwn Ellis & Adell (Map ID 1)						
Multi Family Residential	1	0	1	2.39	0	2.39
W/S of Golden State btwn Aves. 16 & 17 (Map ID 27)						
Industrial	1	0	1	17.16	0	17.16
WC of 2nd and D (Map ID 28)						
Multi Family Residential	1	0	1	0.34	0	0.34
N/S Cleveland btwn 16 & Westberry (Map ID 32)						
Residential / Industrial	1	1	0	71.38	71.38	0
NW Cor 24 & 14 ½ (Map ID 33)						
Residential	1	1	0	58.34	58.34	0
Zone X (unshaded) Total	**35**	**6**	**29**	**289.58**	**182.65**	**106.93**
Other Areas Total	**35**	**6**	**29**	**289.6**	**182.6**	**106.9**
Grand Total	**45**	**8**	**37**	**563**	**318**	**244**

Source: FEMA DFIRM 9/26/2008, City of Madera

Flood: Localized Stormwater Flooding

Likelihood of Future Occurrence–Likely
Vulnerability–Medium

Hazard Profile

Flooding occurs in areas other than the FEMA mapped 1% and 0.2% annual chance floodplains. Flooding may be from drainages not studied by FEMA, lack of or inadequate drainage infrastructure, or inadequate maintenance. Localized, stormwater flooding occurs throughout the City during the rainy season from November through April. Prolonged heavy rainfall (including that from atmospheric river events) contributes to a large volume of runoff resulting in high peak flows of moderate duration.

Location and Extent

The City of Madera is subject to localized flooding throughout the City. Areas prone to localized flooding are included in Table B-32 below. Flood extents are usually measured in areas affected, velocity of flooding, and depths of flooding. Expected flood depths in the City vary by location. Flood durations in the City tend to be short to medium term, or until either the storm drainage system can catch up or flood waters move downstream. Localized flooding in the City tends to have a shorter speed of onset, especially when antecedent rainfall has soaked the ground and reduced its capacity to absorb additional moisture.

Past Occurrences

Disaster Declaration History

There have been no state or federal disaster declarations from localized floods. There would most likely have been localized flood events during the disaster declarations from flood as shown in the previous 1%/0.2% annual chance flood section.

NCDC Events

The NCDC occurrences of localized flooding are included in the 1% and 0.2% annual chance flood hazard profile above where past flood events were noted.

City of Madera Events

The City noted that the times of flooding and localized flooding have coincided. These were discussed in the Past Occurrences Section of the Flood:100-/500-Year section above. In addition to those events, the following events occurred"

In **January of 2023**, the City had localized flooding in multiple areas. City's sewer trunk main line experienced a sinkhole/collapse due to excessive stormwater intrusion into the City's sanitary sewer (see Figure B-22). The influx of storm water deteriorated the pipe and caused failure. City crews and contractors had to bypass the line break with above ground pumps and piping. Bypass pumping occurred while a permanent repair was maid (lasted for approximately 2+ months). This is the main sewer line that all the

City's effluent passes through on its way to the WWTP. Over $1.4 million in damages was reported. Eventually there was damage to WWTP when debris from this incident impacted pumps/impellers at the plant. Another sewer main collapsed several hundred feet east of the original failed line during the same incident.

Figure B-22 Damages from Localized Flooding and Stormwater Intrusion/Infiltration in 2023



In addition, there was a road closure in **2023** at Pine and Howard with property damage to local businesses. Street asphalt damage occurred in this area.

From **October 2024** to **February 2025**, there were additional road closures at Pine and Howard. Many other locations had areas affected by stormwater flooding. These areas saw over $87,000 in damages. This includes:

- Evans DI near Pump station 'E' Street
- 'D' Street, Social Services near 7th
- Yosemite Ave. from 'G' Street to 'Q' Street Down Drains

- Yosemite and Gateway (near Chevron)
- Oak & Pine
- Sunset Ave from 4th St to Laurel St
- Sundance Ln from Sunset to 3rd St
- 5th and Schnoor
- Modoc & Schnoor
- 'A' Street & Wallace down drain
- Oak & Cypress down drain
- Olive & N Streets
- 5th Street from Lake Street to 'E' Street
- City Hall – 4th Street between 'I' Street and 'G' Street
- City Hall – 'H' Street between 4th Street and 3rd Street
- 'G' Street between Central and Yosemite Ave.
- 'K' Street between 9th and 4th Street
- Yeager next to Moore's Galvanizing
- Gil and Noble Between Maple and Pine
- Madera Ave. and G Street (across from Ford Dealership)
- Pine And R Street (Sub Shop)
- Howard at Pine to Town & Country Park/Mainberry
- Cleveland Ave. and 99
- Dunham St. and S Madera Ave (dirt alley to the south of Dunham)
- Sherwood Basin (potential overflow issue)
- Olive between 'E' Street and Roosevelt
- Pecan between Golden State & Parkwood Elementary School also at Barnett and Valencia

Climate Change and Localized Flood

It is likely that climate change will increase the chance of future occurrence as well as future impacts from localized flood. More information on future impacts to the City can be found in the Future Conditions/Future Development section of the Vulnerability Assessment below.

Even if average annual rainfall may decrease slightly, the intensity of individual rainfall events is likely to increase during the 21st century, increasing the likelihood of overwhelming stormwater systems built to historical rainfall averages. This makes localized flooding more likely.

Vulnerability to Localized Flood

Flood vulnerability and their impacts vary by location and severity of any given flood event and will likely only affect certain areas of the City during specific times. Based on the risk assessment, it is evident that floods will continue to have potentially significant impacts to certain areas of the City. However, while flooding can cause significant impacts, depending on the duration and volume of precipitation and the drainage in any given area, many of the floods in the City are minor, localized flood events that are more of a nuisance than a disaster.

Many areas of the City are at some measure of vulnerability to localized flooding. An assessment of a community's vulnerability to localized flooding begins with an understanding of local exposure to localized

flooding. This is included in the Local Concerns section below followed by a discussion of the City's Assets at Risk to this hazard.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

Historically, the City has been affected by flooding of streams and creeks occurring during heavy rain and storm (including atmospheric river) events. Additional development in the City and in the watersheds of these streams affects both the frequency and duration of damaging floods through an increase in stormwater runoff and contributes to localized flooding occurring in areas throughout the City. The lack of or inadequate drainage infrastructure in the City contributes to localized flooding issues.

The City tracks localized flooding areas. Affected localized flood areas identified by the City of Madera are summarized in Table B-32.

Table B-32 City of Madera – List of Localized Flooding Problem Areas

Road Name	Flooding	Pavement Deterioration	Washout	High Water	Landslide/ Mudslide	Debris	Downed Trees
Pine / R St. / Howard	Yes	Yes	No	Yes	No	Yes	No
E St (Evans Feed)	Yes	Yes	No	Yes	No	Yes	No
D / 7th	Yes	Yes	No	Yes	No	Yes	No
Oak St / Pine St	Yes	Yes	No	Yes	No	Yes	No
5th / Schnoor	Yes	Yes	No	Yes	No	Yes	No
Olive / N St	Yes	Yes	No	Yes	No	Yes	No
5th / E St	Yes	Yes	No	Yes	No	Yes	No
4 St / H St	Yes	Yes	No	Yes	No	Yes	No
Gill / Noble	Yes	Yes	No	Yes	No	Yes	No
Modoc / Schnoor	Yes	Yes	No	Yes	No	Yes	No
A St / Wallace	Yes	Yes	No	Yes	No	Yes	No
14th / E St	Yes	Yes	No	Yes	No	Yes	No
Liberty, Sunset to Doubletree	Yes	Yes	No	Yes	No	Yes	No

Source: City of Madera

It was noted that the City has 22 stationary storm pumps and multiple mobile pumps that are positioned in flood prone areas thus the City mitigates localized flooding during every storm. This system can become overwhelmed during intense rainfall, contributing to street flooding and localized damage.

Climate change alters the hydrologic cycle in the Central Valley by increasing atmospheric moisture, intensifying storm events, and driving more frequent extremities in events where long dry spells are punctuated by intense rain events. These shifts as well as the potential for heavier rainfall and runoff events

to become more common increase the potential for stormwater flooding beyond historical patterns and the design assumptions of the Storm Drainage System Master Plan.

In addition to direct impacts to residential areas and businesses, flooding can disrupt essential services such as transportation, utilities and emergency response.

The impacts of climate change on groundwater storage also have a potential to influence land subsidence, which can increase surface water accumulations during storms due to the lowering of ground elevations.

Assets at Risk

Assets at risk from localized flood include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

People and populations (including vulnerable populations) are traditionally not highly vulnerable to localized flooding, but their structures and contents can be at risk. Localized flooding may also cause transportation issues as roads and lanes are impacted or closed and affect the ability for people to travel throughout the City.

Structures

Structures in areas with localized flooding can be affected if floodwaters intrude into the structure. Structures in low lying areas, or those with basements can be at greater risk. Buildings with older foundations that are prone to water intrusion are also at greater risk. Once water finds its way into a structure, it tends to continue to do so until the path that brings water into a structure is mitigated. Structures can also be damaged by trees that have become uprooted and fall during rain and storm events. Large trees falling onto structures can cause significant damage.

Critical Facilities and Infrastructure

Localized flooding, while often more of a nuisance, can cause damage to critical facilities and infrastructure during a heavy rain and storm event. Any facility that experiences localized flooding can be impacted. Utilities and other critical infrastructure can all be affected, causing interruptions in service until repairs can be made. For example, water and wastewater systems can be vulnerable to heavy rains and flood events. Rainfall creates a high water table, surging streams and creeks, and saturates soil. Infiltration of stormwater into water and wastewater systems may occur and presents a threat to public health and safety, when the infrastructure is no longer able to meet operational needs and local demands. Other critical facilities such as roads, bridges and other transportation facilities can also experience localized flooding causing road closures and other impacts until storm waters recede. This can result in extended road closures requiring alternate routes.

Natural, Historic, and Cultural Resources

Natural resource assets may have some vulnerabilities to localized flood during major storm events, but can benefit from floodwaters, often by design. Many parks and green spaces are designed to take overflow water and release it into the underlying soils and natural areas. Wetlands areas in the City actually help reduce the risk of flooding, as they can absorb excess rainfall that would have to be drained away from impervious surfaces. Flooding can provide many benefits to the natural environment, including recharging wetlands and groundwater, increasing fish production, creating wildlife habitat, and rejuvenating soil fertility. These smaller localized flooding events often provide more benefits to the environment in comparison to negative impacts associated with large flood events. Historic and cultural resources may be at some measure of vulnerability if they are located in areas subject to repeated localized flooding.

Impacts from Localized Flood

Primary concerns associated with stormwater flooding include impacts to infrastructure that provide a means of ingress and egress throughout the community. Ground saturation can result in instability, collapse, or other damage to trees, structures, roadways and other critical infrastructure. Objects can also be buried or destroyed through sediment deposition. Floodwaters can break utility lines and interrupt services. Standing water can cause damage to crops, roads, and foundations. Other problems connected with flooding and stormwater runoff include erosion, sedimentation, degradation of water quality, losses of environmental resources, and certain health hazards.

Life safety issues from localized flooding would be more limited. The amount and type of damage or flooding that occurs varies from year to year and from storm to storm, depending on the quantity of precipitation and runoff.

Impacts to identified assets at risk to this hazard and the overall vulnerability of the City may be affected in the future by climate change (which was discussed in the Likelihood of Future Occurrence discussion above), changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. These are discussed below.

Future Conditions/Future Development

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on this for the City of Madera include the following:

- Climate change is likely to exacerbate future heavy rain conditions and associated impacts and vulnerability of the City to localized flood.
- The City is expected to see slow and steady growth. The City has 33 areas it is planning to see development in the next five years. Additional population growth would likely bring continued diversity to the City. This can also impact the vulnerable populations, like low-income individuals and households living in areas that are typically more hazardous. Vulnerable population groups such as low-income individuals and households living in flood prone areas could face disproportionate effects from localized flood and should be planned for. Changes in population and population patterns may or may not increase the impacts and vulnerability of the City to this hazard depending on the location and

nature of growth and continued planning for future hazard conditions and the location of future flood events.

- Land use planning should be proactive to address future hazard conditions. The City has 33 areas it is planning to see development in the next five years. Development in more urban areas causes an increase in peak flow and stormwater runoff. Such growth will consume previously undeveloped acres, and the impacts may overwhelm existing drainage and flood control facilities. Locating new development, structures and critical facilities and infrastructure within or near areas of localized flooding risk may put additional development at risk. However, City building codes are in effect to reduce this risk and should be updated as necessary to continue to address future localized flood conditions. Depending on the location of new development and adherence to protective building codes, changes in land use and development may or may not increase the impacts and associated vulnerabilities of the City to this hazard.

The City will need to be proactive to ensure that increased development has proper siting and drainage for stormwaters. The risk of localized flooding to future development can also be minimized by accurate recordkeeping of repetitive localized storm activity. Mitigating the root causes of the localized stormwater flooding will reduce future risks of losses.

Severe Weather: Extreme Cold, Freeze, and Snow

Likelihood of Future Occurrence–Likely
Vulnerability–Medium

Hazard Profile

According to the National Weather Service (NWS) and the Western Regional Climate Center (WRCC), extreme cold often accompanies a winter storm or is left in its wake. Snow can occur during these events. Prolonged exposure to cold can cause frostbite or hypothermia and can be life-threatening. Infants and the elderly are most susceptible. Pipes may freeze and burst in homes or buildings that are poorly insulated or without heat. Freezing temperatures can cause significant damage to agricultural industry.

Location and Extent

Due to size of the County and changes in elevation (i.e., from approximately 250 feet to almost 10,000 feet above mean sea level (msl)) and climate, weather conditions can vary greatly across the County. The City falls in western Madera County, which is predominantly below an elevation of 4,000 feet above msl, is generally below the snowfall line, and includes the land to the west (including the incorporated communities). The City is generally below the snowfall line. According to the WRCC, in the western portion of Madera County, monthly average low temperatures in the coldest months (November through April) range from the mid-30s to the upper 40s. The lowest recorded daily extreme was 15°F on January 10, 1949. In a typical year, low temperatures fall below 32°F on 30.7 days. Extreme cold and freeze events occur on a regional basis. Extreme cold can occur in any location of the City. All portions of the City and County are at risk to extreme cold and freeze.

Past Occurrences

Disaster Declaration History

The County has had four past state and three past federal disaster declarations for extreme cold and freeze. There have been three (once in 2012 and twice in 2022) freeze events in 2022 that resulted in USDA disaster declarations, as discussed in Section 4.3.6 of the Base Plan.

NCDC Events

The NCDC data shows 787 extreme cold, freeze, and snow incidents for Madera County since 1993, some of which likely affected the City.

City of Madera Events

The City Planning Team noted that the Central Valley as a whole generally experiences a hard freeze every two to three years. Within the City, these freezes generally lead to above-ground pipe cracking. Since 2018, there have been no known property damages, closures, or impacts were recorded due to extreme cold, freeze or snow.

Climate Change and Extreme Cold, Freeze, and Snow

According to the 2024 CAS, freezing spells and snow are likely to become less frequent in California as climate temperatures increase; if emissions increase, freezing events could occur only once per decade in large portion of the State by the second half of the 21st century. According to a California Natural Resources Report in 2014, it was determined that while fewer freezing spells would decrease cold related health effects, too few freezes could lead to increased incidence of disease as vectors and pathogens do not die off.

Vulnerability to Extreme Cold, Freeze, and Snow

Extreme cold and freeze events happen in the City each year. Snow can occur, but it is rare. Cold and freeze can impact both structures and populations in the Planning Area. The whole of the City and County Planning Area has some measure of vulnerability to extreme cold and freeze.

An assessment of a community's vulnerability to this hazard begins with an understanding of local exposure to City. This is included in the Local Concerns section below. After that, vulnerability is discussed in multiple sections that detail how this hazard can affect the City. These sections include assets at risk, impacts, and how future development and future conditions can be affected by this hazard.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

Madera has an unhoused population which would potentially be impacted by extreme cold, however, the City does not have specific data regarding impacts to this population. Additionally, private properties may be impacted if their infrastructure is not properly protected (i.e. exterior pipes) from freezing conditions. Certain crops can be impacted due to freezing weather as well, but we do not track this.

The City has heating centers for those seeking refuge during these extreme heat and cold weather events. However, the City has not opened Warming Centers since 2021. The City does not maintain an overnight shelter, when extreme cold would be most impactful.

Assets at Risk

Assets at risk from extreme cold, freeze, and snow include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

All populations within the City are vulnerable to extreme cold and freeze, but this hazard generally affects vulnerable populations and those spending large amounts of time outside. Prolonged exposure to cold can cause frostbite or hypothermia and can be life-threatening. Vulnerable populations to cold and freeze include the unhoused; individuals who exercise or train outdoors; outdoor workers; individuals that lack the resources to afford heat; and the young, old, or medically fragile individuals that are more susceptible to cold related impacts. In addition to vulnerable populations, pets and livestock are at risk to freeze and cold. Since snow is rare, its effect on people and populations are minimal.

Structures

Structures in the City have some measure of risk from extreme cold and freeze. Buildings can be affected directly by freeze, pipes that feed buildings can be damaged during periods of extreme cold and cause water damage and other related impacts to a structure. Structures can also be damaged by downed trees during freeze and winter storm events. Snowfall can occur, but it is usually not heavy enough to damage structures.

Critical Facilities and Infrastructure

Extreme cold and freeze, occasionally accompanied by high winds and snow, can cause downed trees and power lines, power outages, accidents, and road closures. Transportation networks, communications, and utilities infrastructure are the most vulnerable physical assets in the City. Depending on the facility type and function, critical facilities and infrastructure may be affected directly by freeze. Damage to pipes that feed buildings can be damaged during periods of extreme cold. Other equipment may also be affected. Infrastructure such as roads, highways, and bridges can become slippery, causing accidents and road closures.

Natural, Historic, and Cultural Resources

Depending on how low the temperatures go and the duration of an extreme cold and freeze event, natural resources in the City may be affected. During periods of freeze, trees in the City may be damaged. This is

especially true if a freeze occurs during a winter storm with winds and precipitation. Other natural resources like wildlife may be at risk during a period of freeze. While it is rare for historic buildings to be affected directly by freeze, damages to pipes that feed historic buildings can be damaged during periods of extreme cold and cause additional impacts to the structures. Snow is relatively rare and is unlikely to affect natural, historic, or cultural facilities.

Impacts from Severe Weather: Extreme Cold, Freeze, and Snow

Extreme cold and freeze can affect critical facilities and infrastructure, down trees, break pipes, and can be a life safety issue. Transportation networks, communications, and utilities infrastructure are often the most vulnerable physical assets in the City. Infrastructure such as roads and utilities are at risk to freezing temperatures and snow, causing failures and hazardous road conditions. When extreme cold is coupled with high winds, snows, and freezing storms, power lines may be downed, resulting in power outages and an interruption of utilities and critical services. During periods of extremely low or prolonged cold temperatures, other impacts to the City can include interruption in business and school activities.

The elderly, the young, and those experiencing medical issues are often more vulnerable to temperature extremes, but anyone can be affected. Exposure to cold temperatures can cause hypothermia and frostbite. Those exercising or recreating outdoors, outdoor workers, and the unhoused may be at a higher risk.

Impacts to identified assets at risk to this hazard and the overall vulnerability of the City may be affected in the future by climate change (which was discussed in the Likelihood of Future Occurrence discussion above), changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. These are discussed in the Future Conditions/Future Development discussion below.

Future Conditions/Future Development

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on these factors for the City include the following:

- Climate change is unlikely to exacerbate extreme cold, freeze, and snow and their associated impacts to the City.
- The City is expected to see slow and steady growth. Additionally, the City has 33 areas it is planning to see development in the next five years. Future population growth should be considered, as having more or less people in a community affects the overall hazard vulnerability to the City. Changes in populations patterns should also be considered. Especially vulnerable individuals to this hazard include older adults, children, migrant farm workers, those below the poverty line and the unhoused. During hazard events, existing inequities can get worse, and these groups are the most likely to be affected and may require extra assistance. Planning for population changes will help to decrease the City's overall vulnerability. Changes in population and population patterns may or may not increase the impacts and vulnerability of the City to this hazard depending on the location and nature of population growth and continued planning for future hazard conditions.
- Land use planning should be proactive to address future hazard conditions. 33 areas are expected to be built in the next five years. City building codes are in effect to reduce this risk and should be updated

as necessary to continue to address future freeze and extreme cold conditions. Due to adherence to protective building codes, changes in land use and development will likely not increase the impacts and associated vulnerabilities of the City to this hazard.

Future development built to code should be able to withstand extreme cold, freeze, and heavy snow. Current building codes provide such provisions for new construction. Older buildings and infrastructure should be evaluated to ensure that extreme cold and freeze will not cause negative impacts. Future development considerations should be ongoing and proactive. Ensuring that comprehensive land use planning is conducted, regulatory requirements such as building codes are followed, and varying needs for different demographic groups that reside within the County are considered can help make for a more resilient community.

Severe Weather: Extreme Heat

Likelihood of Future Occurrence–Highly Likely
Vulnerability–Medium

Hazard Profile

According to FEMA, extreme heat is defined as temperatures that hover 10 degrees or more above the average high temperature for the region and lasts for several weeks. Heat kills by taxing the human body beyond its abilities. In extreme heat and high humidity, evaporation is slowed, and the body must work extra hard to maintain a normal temperature." Most heat disorders occur because the victim has been overexposed to heat or has over-exercised for his or her age and physical condition. Older adults, young children, those who are sick or overweight, and those that work or recreate outdoors are more likely to experience heat exhaustion or succumb to extreme heat.

In addition to the risks faced by citizens of the City, there are risks to the built environment from extreme heat. While extreme heat on its own does not usually affect structures, extreme heat during times of drought can cause wildfire risk to heighten. Extreme heat can lead to interruptions in power, power outages, and when combined with high winds, to Public Safety Power Shutdown (PSPS) events, creating significant issues in the City.

Location and Extent

Heat is a regional phenomenon and affects the whole of the City. Heat emergencies are often slower to develop, taking several days of continuous, oppressive heat before a significant or quantifiable impact is seen. Heat waves do not strike victims immediately, but rather their cumulative effects slowly affect general and vulnerable populations and communities. Heat waves do not generally cause damage or elicit the immediate response of floods, fires, earthquakes, or other more "typical" disaster scenarios. The City experiences temperatures in excess of 100°F during the summer and fall months. The temperature moves to 105-110°F in rather extreme situations.

The NWS has in place a system to initiate alert procedures (advisories or warnings) when extreme heat is expected to have a significant impact on public safety. The expected severity of the heat determines whether advisories or warnings are issued. The NWS HeatRisk forecast provides a quick view of heat risk potential

over the upcoming seven days. The heat risk is portrayed in a numeric (0-4) and color (green/yellow/orange/red/magenta) scale which is similar in approach to the Air Quality Index (AQI) or the UV Index. This can be seen in Section 4.3.3 of the Base Plan.

Past Occurrences

Disaster Declaration History

There have been no federal or state disaster declarations from extreme heat.

NCDC Events

The NCDC data shows 122 extreme heat incidents for Madera County since 1993, some of which likely affected the City.

City of Madera Events

The City Planning Team noted that the Central Valley as a whole experiences extreme heat each summer and sometimes into fall. The City Planning Team noted that since extreme heat is a regional phenomenon, events that affected the County also affected the City. Those past occurrences were shown in the Base Plan in Section 4.3.3.

Specifically for the City, in the summer and early fall of 2024, the City experienced multiple stretches of 100+ temperatures. October experienced an unusual heat wave, reaching 100 degrees on 10/2/24, setting an all-time record for that date. Throughout the summer, precautions had to be taken to ensure safe activities while outdoors. Madera Unified even moved a graduation ceremony to a later time to ensure a safer event (see Figure B-23). Cooling centers were opened 39 days in 2024, compared to 36 days in 2022 and 27 days in 2023. City staff open Cooling Centers when there are two consecutive days of 100 degrees or higher, or one day of 105 degrees or higher. The centers are open M-F 8am-7pm. When weather is extreme or there are excessive heat days, they do open for weekends from 8am-7pm. Parks and Community Services employees (PCS) staff the centers, however, this is also a busy time for PCS activities/events, so finding staff coverage can be a challenge at times.

Figure B-23 Notice from Madera Unified School District Related to Extreme Heat in 2024



Source: City of Madera

Climate Change and Extreme Heat

The 2024 CAS, citing a California Energy Commission study, states that "over the past 15 years, heat waves have claimed more lives in California than all other declared disaster events combined." This study shows that California is getting warmer, leading to an increased frequency, magnitude, and duration of heat waves. These factors may lead to increased mortality from excessive heat.

As temperatures increase, California and Madera County will face increased risk of death from dehydration, heat stroke, heat exhaustion, heart attack, stroke and respiratory distress caused by extreme heat. According to the 2024 CAS, report and the 2023 State of California Hazard Mitigation Plan, by 2100, hotter temperatures are expected throughout the state, with projected increases of 3-5.5°F (under a lower emissions scenario) to 8-10.5°F (under a higher emissions scenario). These changes could lead to an increase in deaths related to extreme heat in Madera County.

Vulnerability to Severe Weather: Extreme Heat

Extreme heat is becoming more frequent, intense, longer lasting and geographically widespread. Extreme heat occurs on an annual basis in the County and the City. In recent years, compounded by climate change conditions, summer months continue to get a bit hotter. The whole of the City is at some measure of vulnerability to extreme heat. An assessment of a community's vulnerability to extreme heat begins with

an understanding of local exposure to extreme heat. This is included in the Local Concerns section below followed by a discussion of the City's Assets at Risk to this hazard.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

Reliance on air conditioning causes a strain on the electrical energy in the Madera area. Occasionally peak demands outweigh supply and a condition known as brown-out occurs. This is an extremely dangerous situation for electrical equipment as it operates without the needed electricity causing damage to the systems. In addition, PSPS events can cause issues for water supply. Days of extreme heat have been known to result in medical emergencies, civil unrest, and unpredictable human behavior.

Periods of extended heat and dryness (droughts) can have major economic, agricultural, and water resources impacts. Extreme heat results in increased water demand. The demand comes from farmers attempting to preserve their crops and from homeowners attempting to maintain yards. This reaction impacts the water level in the aquifer.

The City has cooling centers for those seeking refuge during these extreme heat and cold weather events. The criteria to open cooling centers is two consecutive days of 100 degrees or higher, or one day of 105 degrees or higher.

Assets at Risk

Assets at risk from extreme heat include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

All populations within the City are vulnerable to extreme heat, but it generally affects people spending large amounts of time outside or without means of cooling indoor structures. During extended periods of high temperatures, extreme heat may overload the demands for electricity to run air conditioners and can present health concerns to individuals. When interruptions in power occur during extreme heat, the risk of heat related illnesses and deaths increases. Extreme heat is a significant concern to vulnerable populations. The unhoused; individuals who exercise or train outdoors; outdoor workers; individuals that lack the resources to afford heat; and the young, old, or medically fragile individuals that are more susceptible to heat related impacts. In addition to vulnerable populations, pets and livestock are at risk to extreme heat conditions.

Structures

Extreme heat normally does not generally impact structures, but individuals working in structures may be affected during periods of extended heat, especially in structures that might not be equipped with air conditioning or other means of cooling. The City noted that extreme heat has caused interruptions to power

in the past. Also depending on the structure, sensitive contents such as IT equipment can be impacted, especially if a power outage occurs.

Critical Facilities and Infrastructure

Depending on their type and function, critical facilities and infrastructure can also be affected by extreme heat. Interruptions in power caused by extreme heat can lead to system failures. Schools without air conditioning may have to close or operate on a reduced schedule.

Natural, Historic, and Cultural Resources

Natural resource assets, including those located in City park and open space areas, may be vulnerable during periods of extreme heat. These include turfed areas; landscapes, City trees, wildlife and habitat areas, and wetlands and marsh lands. Recently, trees were lost in areas of the City that were weakened by drought and extreme heat. Extreme heat may also cause drought-like conditions, contributing to other issues. For example, several weeks of extreme heat increases evapotranspiration and reduces moisture content in vegetation, leading to higher wildfire vulnerability in the region for that time period, even if the rest of the season is relatively moist. Historic and cultural resources are not expected to be affected by extreme heat.

Impacts from Severe Weather: Extreme Heat

The City experiences temperatures in excess of 100°F during the summer and fall months. The temperature moves to 105-110°F in rather extreme situations. During these times, drought conditions may worsen, and the City may see an increase in dry fuels. Also, power outage and PSPS events may occur during these times as well. Health issues are a primary concern with this hazard, especially to vulnerable populations, although economic impacts can also be an issue.

Impacts to identified assets at risk to this hazard and the overall vulnerability of the County may be affected in the future by climate change (which was discussed in the hazard profile section above), changes in population patterns, and changes in land use and development. The influencing effects of these factors on this hazard are discussed further in the Future Conditions/Future Development discussion below.

Future Conditions/Future Development

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on this for City include the following:

- Climate change is likely to exacerbate future extreme heat conditions and associated impacts and vulnerability of the City.
- Future population growth should be considered, as having more or less people in a community affects the overall hazard vulnerability to the City. The City is expected to see slow and steady growth. The City has 33 areas where growth is expected over the next five years. Any additional growth in the City would place additional populations at risk to earthquake. As such, the vulnerability to this hazard is expected to decrease. However, any future low income and the unhoused population are at risk to extreme heat which can put strain on emergency services and shelters. Changes in population and

population patterns may or may not increase the impacts and vulnerability of the City to this hazard depending on the location and nature of growth and continued planning for future hazard conditions and the nature and intensity of future extreme heat events.

- Land use planning should be proactive to address future hazard conditions. The City has 33 areas where growth is expected over the next five years. City building codes are in effect to reduce this risk and should be updated as necessary to continue to address future extreme heat conditions. Due to adherence to protective building codes, changes in land use and development will likely not increase the impacts and associated vulnerabilities of the City to this hazard.

Future development of new buildings in the City will likely not be affected by extreme heat. Extreme heat is more likely to affect vulnerable populations. Vulnerability to extreme heat will increase as the average age of the population shifts. It is encouraged that nursing homes and elder care facilities have emergency plans or backup power to address power failure during times of extreme heat and in the event of a PSPS. Low-income residents and unhoused populations are also more vulnerable and should be considered in future growth plans for the City. Cooling centers for these populations should be utilized when necessary.

Severe Weather: Heavy Rains and Storms

Likelihood of Future Occurrence–Likely
Vulnerability–Medium

Hazard Profile

Storms in the City occur annually and are generally characterized by heavy rain often accompanied by strong winds and sometimes lightning and hail. Approximately 10 percent of the thunderstorms that occur each year in the United States are classified as severe. A thunderstorm is classified as severe when it contains one or more of the following phenomena: hail that is three-quarters of an inch or greater, winds in excess of 50 knots (57.5 mph), or a tornado. Heavy precipitation in the City falls mainly in the fall, winter, and spring months. Wind often accompanies these storms; hail and lightning are rare in the City.

Location and Extent

Heavy rain events occur on a regional basis. Rains and storms can occur in any location of the City. All portions of the City are at risk to heavy rains and storms. Most of the severe rains occur during the fall, winter, and spring months in the City as discussed below (with problem flooding areas associated with heavy rains and storms shown in Table B-32 in the Flood: Localized Stormwater section). There is no scale by which heavy rains and severe storms are measured. Magnitude of storms is measured often in rainfall and damages. The speed of onset of heavy rains can be short, but accurate weather prediction mechanisms often let the public know of upcoming events. Hail and lightning are rarer in the City and Madera County. Duration of severe storms in the City can range from minutes to hours to days. Information on precipitation extremes can be found in Section 4.3.4 of the Base Plan.

Past Occurrences

Disaster Declaration History

According to historical hazard data, severe weather, including heavy rains and storms, is an annual occurrence in the City. This contributes to many of the federal disaster declarations related to flooding. Disaster declarations from flooding are shown on Table B-33.

Table B-33 Madera County – State and Federal Disaster Declarations from Flood (Heavy Rain and Storms) 1950-2025

Disaster Type	State Declarations		Federal Declarations	
	Count	Years	Count	Years
Flood (including heavy rains and storms)	20	1950, 1955, 1958, 1969, 1982 (twice), 1983, 1986, 1992, 1993, 1995 (three), 1997 (twice), 2006, 2010, 2023 (three)	21	1950, 1955, 1958, 1962, 1963 (twice), 1969, 1982, 1986, 1992, 1995 (three), 1997 (twice), 2006, 2010, 2023 (four)

Source: Cal OES, FEMA

NCDC Events

The NCDC data recorded 67 hail, heavy rain, and winter weather incidents for Madera County since 1950. Winter weather events tend to be rain in the lower elevations of the County, while snow falls in the upper elevations.

City of Madera Events

The City noted that heavy rains and storms are an annual occurrence. Other events causing issues are listed in the Past Occurrences section of the Flood: 1%/0.2% Annual Chance and Flood: Localized Stormwater Flooding discussions above.

The City Planning Team noted that the City experiences generally at least one heavy rainfall event each winter, however it hadn't gone past the level of a 25-year storm until 2023. The rainfall causes localized flooding. In 2023, there were heavy rain events that caused issues in the City. These are discussed in the localized flood section.

Climate Change and Heavy Rains and Storms

It is likely that climate change will increase the chance of future occurrence as well as future impacts from heavy rains and storms. More information on future impacts to the City can be found in the Future Conditions/Future Development section of the Vulnerability Assessment below.

According to the 2024 CAS, while average annual rainfall may increase or decrease slightly, the intensity of individual rainfall events is likely to increase during the 21st century. It is unlikely that hail will become more common in Madera County and the City of Madera. The amount of lightning is not projected to change.

Cal-Adapt noted that, on average, the projections show little change in total annual precipitation in California. Furthermore, among several models, precipitation projections do not show a consistent trend during the next century. Cal-Adapt modeled scenarios are shown in Section 4.3.4 of the Base Plan.

Vulnerability to Heavy Rain and Storms

Heavy rain and severe storms are the most frequent type of severe weather occurrences in the City. These events can cause both significant and localized flooding. Flooding can be worse during times where the ground is already saturated. Wind often accompanies these storms and has caused damage in the past. Hail and lightning are rare in the City, but also can cause damage, with lightning occasionally igniting wildfires.

The whole of the City is at some measure of vulnerability to heavy rain and storms. An assessment of a community's vulnerability to heavy rains and storms begins with an understanding of local exposure to heavy rain and storms. This is included in the Local Concerns section below followed by a discussion of the City's Assets at Risk to this hazard.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

Problems associated with the primary effects of severe weather include flooding, pavement deterioration, washouts, high water crossings, landslide/mudslides, debris flows, and downed trees. Most of the localized flooding in the City is generally limited to flooding within the street ROW and only has limited impact to private property. It is anticipated that a 100-year rainfall event would impact private facilities to varying degrees in various parts of the City.

The City also noted that heavy rains and storms cause localized flooding in the City. The problem areas area shown on Table B-32 above.

Assets at Risk

Assets at risk from heavy rain and storms include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

All populations (including vulnerable populations) in the City have some measure of risk to heavy rains and storms. Those populations that work or recreate outside and unhoused individuals are more vulnerable to impacts from heavy storm events. Heavy rains and storms occur every year and do not generally cause significant adverse impacts to individuals; it is the secondary hazard, flooding, which poses the biggest impact to people. Populations at risk to flooding resulting from heavy rains and storm events include those who live in floodplains (discussed in further detail in the Flood: 1%/0.2% Annual Chance section above) and those who live in and near localized flooding areas (discussed in further detail in the Flood: Localized Stormwater Flooding section above).

Structures

Structures in the City have some risk to heavy rains and storms. Structures built to modern building codes are built to withstand heavy rains and storms (including high winds and lightning). During a heavy storm, localized flooding may cause water intrusion into buildings from the outside. Trees can be downed causing impacts to structures. Older homes and buildings may be at increased risk to heavy rains and storms. Power outages during severe storm events can occur, impacting the use of structures until the power is back online.

Critical Facilities and Infrastructure,

Heavy rain and storms can affect critical facilities and infrastructure during large events. Power outages may occur taking facilities offline. High winds can down power lines and trees impacting facilities. Water intrusion into facilities and infrastructure, such as water and wastewater facilities, can impact operations. City roads, streets, and bridges can be impacted resulting in closures restricting traffic flow in the City. In certain areas, large storms can cause erosion and localized landslides which can impact facilities. Many critical facilities are built to modern design standards that take heavy rains and storms into account when siting and building these structures, and others may need to be retrofitted to better withstand these events.

Natural, Historic, and Cultural Resources

Large rain and storm events and associated flooding can affect natural, historic, and cultural resources. Silt and sediment can damage natural areas. Trees can be uprooted and downed by high winds. Extended periods of rainfall can erode natural banks along waterways and degrade soil stability for terrestrial species. While some natural systems can be adversely impacted during these large storms, heavy rain events can also provide benefits. Groundwater and wetland areas can be recharged and water supplies replenished. Historic and cultural resources may also be affected. Generally, the impacts are associated with damage to structures affected by large storm events, but other cultural resources such as those associated with Native Americans and old tribal areas can also be disturbed, damaged, and lost during extreme rain and storm and events.

Impacts from Heavy Rain and Storms

Impacts from heavy rains and storms include damage to property, critical facilities and infrastructure, and the natural landscape. This includes: erosion; downed trees; damaged utility structures and infrastructure; power outages; road damage and blockages; and even lightning strikes to critical infrastructure and people. Lightning can also cause wildfires and urban fires to occur. Landsliding and erosion occur when the soil on slopes becomes oversaturated and fails. Climate change may cause these impacts to worsen.

Actual damage associated with the primary effects of severe storms and heavy rains has been somewhat limited. It is the secondary hazards caused by these severe weather events, such as floods, landslides, and erosion that would likely have the greatest impact.

Impacts to identified assets at risk to this hazard and the overall vulnerability of the County may be affected in the future by climate change (which was discussed in the hazard profile section above), changes in population patterns, and changes in land use and development. The influencing effects of these factors on this hazard are discussed further in the Future Conditions/Future Development discussion below.

Future Conditions/Future Development

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on this for the City include the following:

- Climate change is likely to exacerbate future heavy rain and storm conditions and associated impacts and vulnerability of the City to flooding.
- The City is expected to see slow and steady growth. The City has 33 areas where growth is expected over the next five years. Certain vulnerable populations, such as the those who work or spend extended periods outdoors, could experience disproportional effects from this hazard. and should be addressed as the City continues to grow. Changes in population and population patterns may or may not increase the impacts and vulnerability of the City to this hazard depending on the location and nature of growth and continued planning for future hazard conditions and the nature and intensity of future storm events.
- Land use planning should be proactive to address future hazard conditions. The City has 33 areas where growth is expected over the next five years. Changes in land use in these and other future areas may also amplify the impacts of heavy rains and storms, as additional impervious surfaces can cause additional runoff and localized flooding throughout the City.

Building codes in the City ensure that new development is built to current building standards, which should reduce the risk to future development in the City from heavy rains and storms. New critical facilities such as communications towers and others should be built to withstand hail damage, lightning, and thunderstorm winds. With adherence to development standards, future losses to new development should be minimal. Changes in land use may also amplify the impacts of heavy rains and storms, as additional impervious surfaces can cause additional runoff and localized flooding throughout the City.

Severe Weather: High Winds and Tornado

Likelihood of Future Occurrence–Likely
Vulnerability–Medium

Hazard Profile

High winds, as defined by the NWS glossary, are sustained wind speeds of 40 mph or greater lasting for 1 hour or longer, or winds of 58 mph or greater for any duration. High winds can cause significant property damage, threaten public safety, and have adverse economic impacts from business closures and power loss. High winds, when combined with high temperatures and low humidity can also lead to PSPS events. Winds can also drive fires in and near the City.

Portions of the City are also located in or near a special wind hazard region, which is a result of foehn winds. A foehn wind is a type of dry down-slope wind that occurs in the lee (downwind side) of a mountain range. Winds of this type are called "snow-eaters" for their ability to make snow melt or sublimate rapidly. These types of winds are also associated with the rapid spread of wildfires, making some regions which experience these winds particularly fire prone.

Tornadoes are rotating columns of air marked by a funnel-shaped downward extension of a cumulonimbus cloud whirling at destructive speeds of up to 300 mph, usually accompanying a thunderstorm. Tornadoes form when cool, dry air sits on top of warm, moist air. Tornadoes are the most powerful storms that exist. Tornadoes, though rare, can affect areas of the City, primarily during the rainy season in the late fall, winter, and early spring.

Location and Extent

The entire City is subject to significant, non-tornadic (straight-line), winds. Each area of the City is at risk to high winds. Magnitude of winds is measured often in speed and damages. These events are often part of a heavy rain and storm event but can occur outside of storms. The speed of onset of winds can be short, but accurate weather prediction mechanisms often let the public know of upcoming events. Duration of winds in California is often short, ranging from minutes to hours. The Beaufort scale is an empirical 12 category scale that relates wind speed to observed conditions at sea or on land. Its full name is the Beaufort Wind Force Scale. The Beaufort Scale was shown in Section 4.3.5 of the Base Plan.

Tornadoes, while rare, can occur at any location in the City. Prior to February 1, 2007, tornado intensity was measured by the Fujita (F) scale. This scale was revised and is now the Enhanced Fujita scale. Both scales are sets of wind estimates (not measurements) based on damage. The new scale (EF) provides more damage indicators (28) and associated degrees of damage, allowing for more detailed analysis and better correlation between damage and wind speed. It is also more precise because it considers the materials affected and the construction of structures damaged by a tornado. The F Scale and EF Scale are shown in Section 4.3.5 of the Base Plan.

Past Occurrences

Disaster Declarations

There have been no federal or state disaster declarations in the County for winds and tornadoes.

NCDC Events

The NCDC data recorded 271 high wind events (no tornado incidents) for Madera County since 1950. Many of these wind events likely affected the City.

City of Madera Past Occurrences

The City Planning Team noted no past occurrences of tornado that had damaging effects on the City since 2018. There was an event of winds in 2023 that occurred after heavy rains had fallen. City and private trees were blown over. The City removed 12 Tons of vegetative debris and trees from roads and public property including right of ways. The City also removed 3 each of hazardous leaning trees from trees from roads and public property including right of ways. Some of these can be seen in Figure B-24.

Figure B-24 Trees Removed in 2023



Climate Change and High Winds and Tornado

According to the 2024 CAS, while average annual rainfall may increase or decrease slightly, the intensity of individual thunderstorm events is likely to increase during the 21st century. This may bring stronger thunderstorm winds. The CAS does not discuss non-thunderstorm winds or tornadoes.

Vulnerability to Severe Weather: High Wind and Tornadoes

The City is subject to potentially destructive high winds and tornadoes. High winds are common throughout the area and can happen during most times of the entire year and outside of a severe storm event. Tornadoes are rare. High winds and tornadoes can be a significant public safety and economic concern. The whole of the City is at some measure of vulnerability to wind and tornadoes.

An assessment of a community's vulnerability to high winds begins with an understanding of local exposure to wind and tornadoes. This is included in the Local Concerns section below followed by a discussion of the City's Assets at Risk to this hazard.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

The City is in or adjacent to a special wind hazard region, which is a result of foehn winds. A foehn wind is a type of dry down-slope wind that occurs in the lee (downwind side) of a mountain range. Winds of this type are called "snow-eaters" for their ability to make snow melt or sublimate rapidly. This snow-removing

ability is caused not only by warmer temperatures, but also the low relative humidity of the air mass coming over the mountain(s). They are also associated with the rapid spread of wildfires, making some regions which experience these winds particularly fire prone. Burn patterns of almost all historic large wildfires in the larger County indicate they occurred during foehn winds.

Strong wind is a frequent type of severe weather occurrence in the area. Wind often accompanies the region's storms and has caused damage in the past. Buildings that house populations at risk such as schools, nursing homes, hospitals, and urgent care facilities are at risk to wind and tornadoes. Also at risk are power lines, which can arc or be damaged during high wind events. The City has had power outages and damages to electric lines in past storms. The City is also concerned about the D Street Water Tower during periods of extreme wind and tornado.

Assets at Risk

Assets at risk from winds and tornadoes include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

All populations are at some vulnerability to high winds and tornadoes. Certain vulnerable populations are at the greatest risk to the effects of high winds and tornadoes. These include:

- The unsheltered.
- Citizens who reside in mobile homes.
- Citizens in buildings with no tornado shelter or below ground floors.
- Those with access and functional needs.
- The medically fragile experiencing power outages as a result of wind events.
- Those working or caught outdoors during a wind or tornado event.

Structures

All structures in the City have some measure of risk from high wind and tornadoes. Though rare, a tornado could cause damage to virtually all facilities in the tornado touchdown path. This would affect homes, businesses, commercial property, as well as government and critical facilities. During a wind or tornado event, power lines in the City can be damaged by falling trees caused by wind. High winds are a cause for PSPS events to be declared, causing power outages to occur. High winds and tornadoes could cause sparks from electric wires and other sources, which could lead to wildfire ignition. Once ignited, high winds can also cause wildfires to rapidly spread and become out of control. High wind conditions can cause wildfires to move into more urban areas destroying structures and whole subdivisions, as seen in recent wildfire events in the West.

Critical Facilities and Infrastructure

Though most critical facilities are built to withstand winds, high wind speeds can still cause damage to critical facilities and infrastructure in the City. Though rare, a tornado could cause damage to virtually all facilities in the tornado touchdown path. Winds can cause power outages affecting system operations.

Winds can also contribute to PSPS events, and lead to out of control wildfires, which can damage critical facilities and impact their abilities to perform their critical roles in the community.

Natural, Historic, and Cultural Resources

Natural resources, such as trees, are vulnerable to winds. Increased levee and streambank erosion can occur during periods of high water and high winds. High wave action during significant wind events can impact marsh lands and habitat areas. Soil erosion can also occur during high winds. Most all natural, historic, or cultural resources are at risk to tornadoes. Tornadoes can tear apart habitats, causing fragmentation across ecosystems and can damage and destroy historic structures and cultural resources.

Impacts from Severe Weather: High Wind and Tornado

Wind and tornadoes can cause damage to property and loss of life. While most tornado damage is caused by violent winds, the majority of injuries and deaths generally result from flying debris. Property damage can include damage to buildings, fallen trees, and power lines. Local industries may also be damaged or destroyed. Access roads and streets may be blocked by debris, delaying necessary emergency response. Winds can push automobiles off roads, damage roofs and structures, cause power outages, and cause secondary damage due to flying debris and hazardous trees. High winds can also contribute to the spread and intensity of wildfires. High winds during periods of high water can cause impacts to levees and streambanks from accelerated erosion. Climate change may affect this hazard and cause winds to increase in velocity and more tornadoes to affect the City.

Impacts to identified assets at risk to this hazard and the overall vulnerability of the County may be affected in the future by climate change (which was discussed in the hazard profile section above), changes in population patterns, and changes in land use and development. The influencing effects of these factors on this hazard are discussed further in the Future Conditions/Future Development discussion below.

Future Conditions/Future Development

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on this for the City include the following:

- Climate change is likely to exacerbate future wind conditions and associated impacts and vulnerability of the County. Climate change is not likely to affect future tornado conditions.
- Future population growth should be considered as having more or less people in a community affects the overall hazard vulnerability to the City. The City is expected to see slow and steady growth. The City has 33 areas where growth is expected over the next five years. Vulnerable populations could experience disproportional effects from this hazard and should be planned for as development of the City continues. Changes in population and population patterns may or may not increase the impacts and vulnerability of the City to this hazard depending on the location and nature of growth and continued planning for future hazard conditions.
- Land use planning should be proactive to address future hazard conditions. 33 areas are expected to be built in the next five years. Building codes in the City ensure that new development is built to current building standards to withstand high winds, which should reduce the risk to future development in the

City from high winds and tornadoes. With adherence to development standards, future losses to new development should be minimal. Changes in land use and increased development may amplify the impacts of high winds and tornadoes, as additional structures in the City increase the number of buildings at risk to high winds and tornadoes; however, given the limited development planned in the next five years, any increase in vulnerability of the City should be limited.

Future development considerations should be ongoing and proactive. Ensuring that comprehensive land use planning is conducted, regulatory requirements, such as building codes, are followed, and varying needs for different demographic groups with intersecting identities that reside within the City are considered can help make for a more resilient community. The City enforces the state building codes which includes standards for new development to minimize damage from windstorms. New and existing critical facilities and infrastructure should also consider adding backup power systems to limit impacts associated with power outages.

Wildfire (with smoke and air quality)

Likelihood of Future Occurrence–Likely
Vulnerability–Extremely High

Hazard Profile

Wildland fire and the risk of a conflagration is an ongoing concern for the City of Madera. Throughout California, communities are increasingly concerned about wildfire safety as increased development in the foothills and mountain areas and subsequent fire control practices have affected the natural cycle of fire regimes. Wildland fires affect grass, forest, and brushlands, as well as structures. Where there is human access to wildland areas the risk of fire increases due to a greater chance for human carelessness and historical fire management practices. Historically, the fire season extends from early spring through late fall of each year during the hotter, dryer months; however, in recent years, the risk of wildfire has become a year around concern.

Fire conditions arise from a combination of high temperatures, low moisture content in the air and fuel, accumulation of vegetation, and high winds. These weather conditions can result in red flag (e.g., fire weather) days, and can result in PSPS events in the City. While wildfire risk has predominantly been associated with more remote forested areas and wildland urban interface (WUI) areas, significant wildfires can also occur in more populated, urbanized areas. There is also the concern of wildfires occurring in these more remote, forested areas that under certain weather conditions, can extend into areas not generally considered at a high risk to wildfire. Smoke and air quality also become an issue, both from fires occurring inside and outside of the Madera County Planning Area and the City.

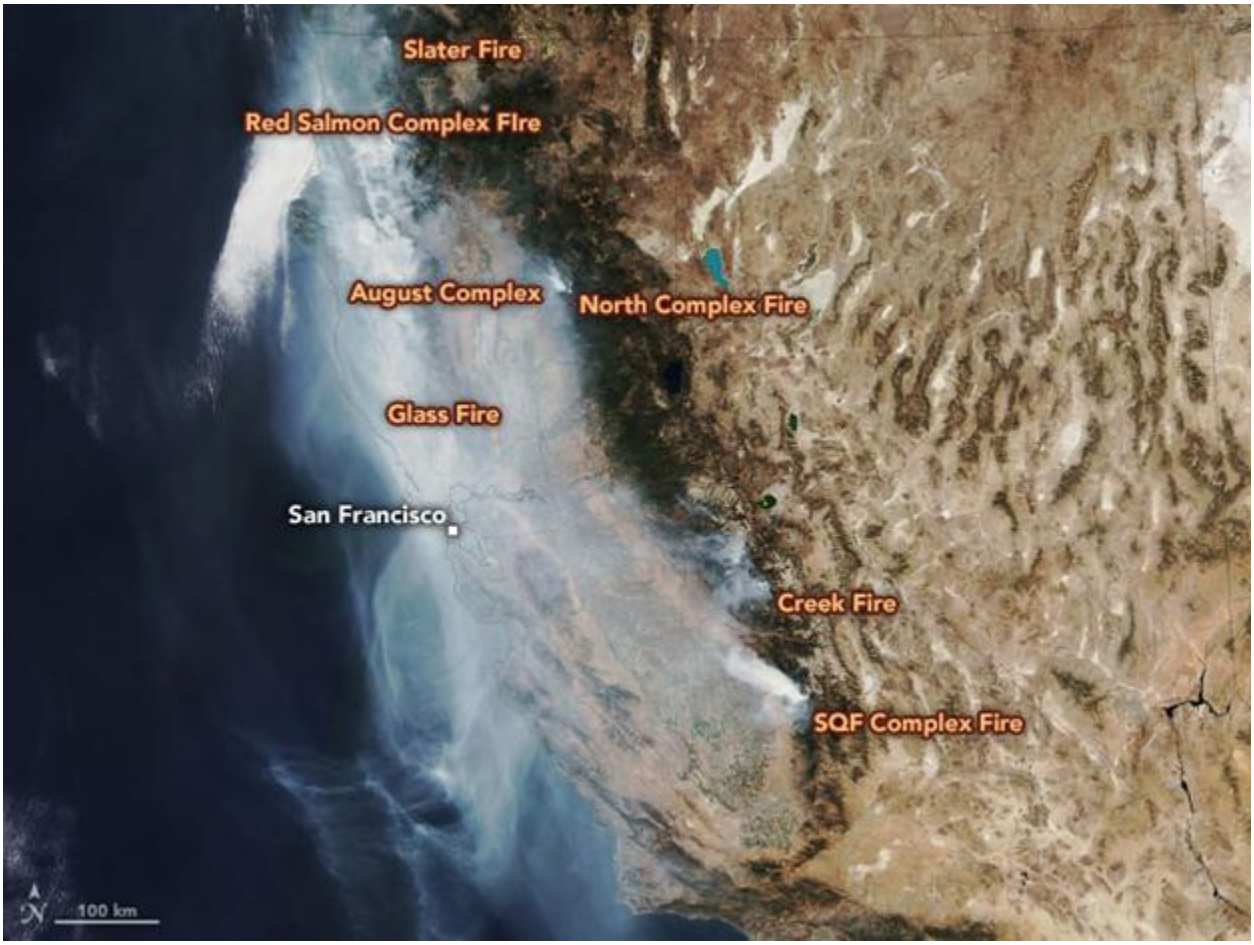
Wildfire Smoke and Air Quality

Smoke from wildfires is made up of gas and particulate matter, which can be easily observed in the air. Air quality standards have been established to protect human health with the pollutant referred to as PM2.5 which consists of particles 2.5 microns or less in diameter. These smaller sizes of particles are responsible for adverse health effects because of their ability to reach the lower regions of the respiratory tract.

Wildfire smoke can have negative effects to those who live in or near a fire burn area. Smoke and air pollution from wildfires can be a severe health hazard. Significant wildfires occurring in both Madera County and nearby northern California communities since the 2018 LHMP Update have created significant air pollution affecting area residents.

In the summer of 2020, a record number of large wildfires (see Figure B-25) occurred on the West Coast creating hazardous air quality conditions. Within California, the northern portion of the state, the coast, and the Sierra Nevada all experienced numerous, large fires including the SCU Lightning Complex, CZU August Lightning Complex, LNU Lightning Complex, SQF Complex and the Creek Fire. These fires caused massive amounts of smoke and ash to fall upon the City of Madera. The mixture of the smoke and typical Central Valley summer heat resulted in dangerous levels of air pollution. Outdoor events were cancelled and people were encouraged to stay inside for long periods of time.

Figure B-25 2020 Wildfires and Smoke Causing Air Quality Issues



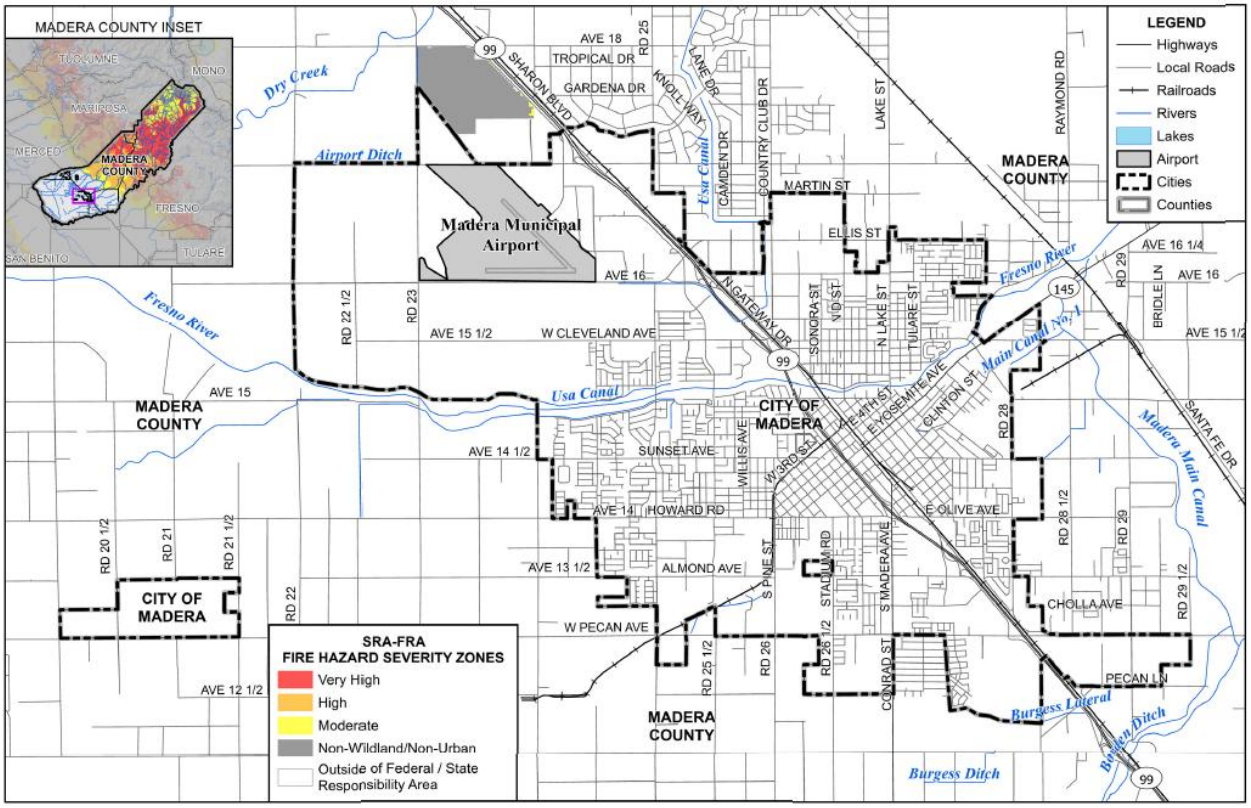
Source: City of Madera

A list of these and other events can be seen below in Table B-37.

Location and Extent

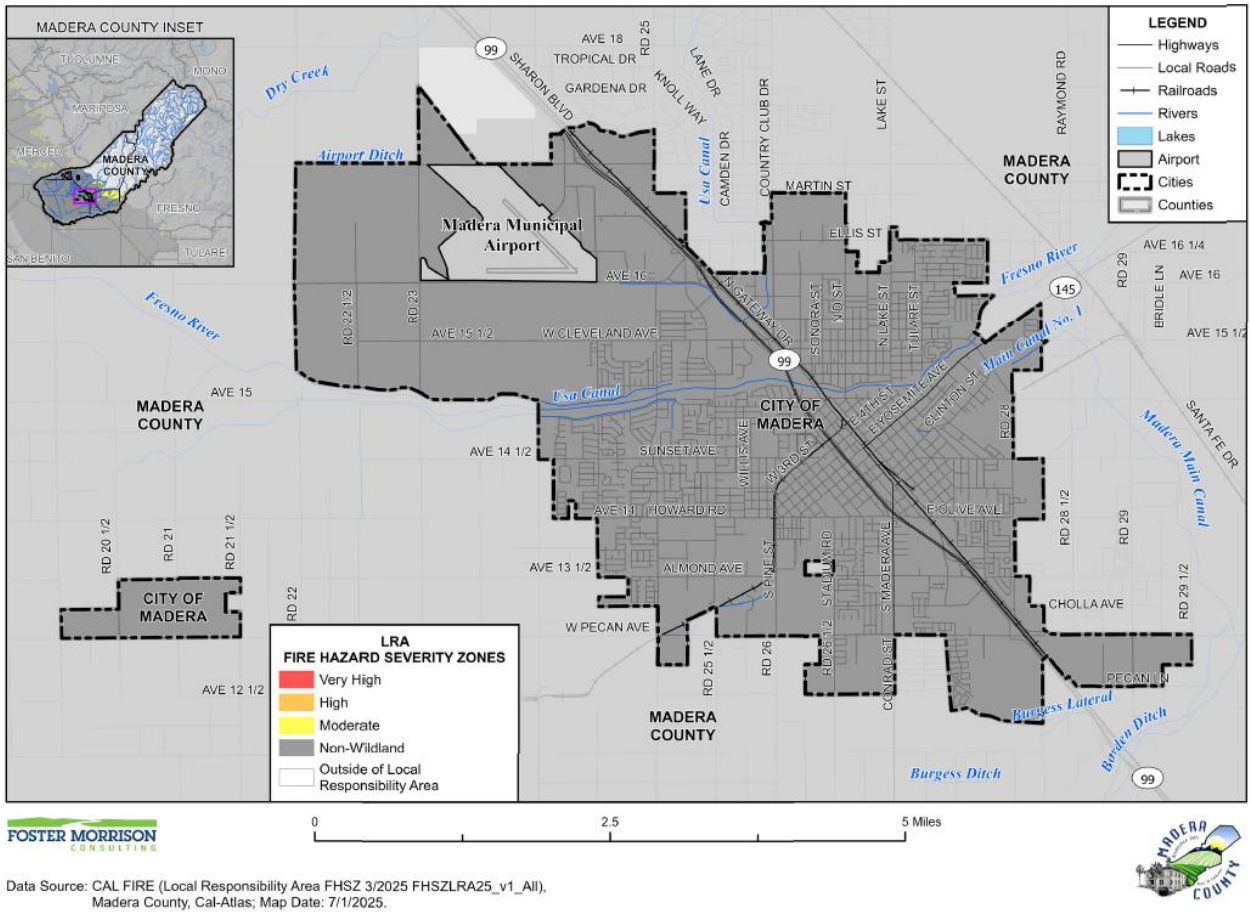
Wildfire can affect all areas of the City. CAL FIRE has estimated that the risk varies across the City and has created maps showing risk variance. Following the methodology described in Section 4.3.15 of the Base Plan, wildfire maps for the City of Madera were created. Figure B-26 shows the CAL FIRE State Responsibility Areas (SRA) and Federal Responsibility Areas (FRA) and their associated Fire Hazard Severity Zones (FHSZ) in the City. Figure B-27 shows the CAL FIRE Local Responsibility Areas (LRA) and their associated Fire Hazard Severity Zones (FHSZ) in the City. As shown on the maps, FHSZs within the City are Non-Wildland.

Figure B-26 City of Madera – CAL FIRE SRA/FRA Fire Hazard Severity Zones



Data Source: CAL FIRE (State Responsibility Area: FHSZSRA_23_3) April 2024,
CAL FIRE (Federal Responsibility Area: Draft c20fhszl06_1), September 2007,
Madera County, Cal-Atlas; Map Date: 7/1/2025.

Figure B-27 City of Madera – CAL FIRE LRA Fire Hazard Severity Zones



Wildfires tend to be measured in structure damages, injuries, and loss of life as well as acres burned. Fires can have a quick speed of onset, especially during periods of drought or during hot dry summer months. Fires can burn for a short period of time or may have durations lasting for a week or more. Geographical FHSZ extents in the FRA/SRA are shown in Table B-34, while extents in the LRA are shown on Table B-35. As shown, the City sits outside of the SRA/FRA and fully inside the LRA. In the LRA, the only FHSZ is the Non-Wildland zone.

Table B-34 City of Madera – CAL FIRE SRA/FRA Fire Hazard Severity Zone Geographical Extents

Fire Hazard Severity Zones	Total Acres	% of Total Acres	Improved Acres	% of Total Improved Acres	Unimproved Acres	% of Total Unimproved Acres
Non-Wildland/Non-Urban	1	0.0001%	1	0.0002%	0	0.0%
Outside of State and Federal Responsibility Area	10,692	0.8%	6,497	1.2%	4,194	0.5%

Fire Hazard Severity Zones	Total Acres	% of Total Acres	Improved Acres	% of Total Improved Acres	Unimproved Acres	% of Total Unimproved Acres
City of Madera Total	**10,692**	**0.8%**	**6,498**	**1.2%**	**4,194**	**0.5%**

Source: CAL FIRE

Table B-35 City of Madera – CAL FIRE LRA Fire Hazard Severity Zone Geographical Extents

Fire Hazard Severity Zones	Total Acres	% of Total Acres	Improved Acres	% of Total Improved Acres	Unimproved Acres	% of Total Unimproved Acres
Non-Wildland	10,692	0.8%	6,497	1.2%	4,194	0.5%
Outside of Local Responsibility Area	1	0.0001%	1	0.0002%	-	0.0%
City of Madera Total	**10,692**	**0.8%**	**6,498**	**1.2%**	**4,194**	**0.5%**

Source: CAL FIRE

Past Occurrences

Disaster Declaration History

There has been five state and nine federal disaster declarations due to fire, as shown in Table B-36.

Table B-36 Madera County – State and Federal Wildfire Disaster Declarations 1950-2025

Disaster Type	State Declarations		Federal Declarations	
	Count	Years	Count	Years
Fire	5	2016 – Clayton Fire, 2017 (twice) – Mission Fire and Railroad Fire), 2020 – Creek Fire, 2022 – Mosquito Fire	9	2005 – Quartz Fire, 2014 – Junction Fire and Courtney Fire (twice), 2015, 2016 – Clayton Fire, 2017 – Mission Fire and Railroad Fire (twice), 2020 – California Creek Fires (twice – once as FMAG, and once as DR)

Source: Cal OES, FEMA

NCDC Events

The NCDC has tracked 118 wildfire events in the County dating back to 1993.

City of Madera Events

A list of state and federal disaster declarations for Madera County from wildfire is shown on Table B-36. These events also likely affected the City to some degree. The City Planning Team noted that there are no

notable wildfire events within the City limits within recent history. Vegetation fires occur during the dry months but these are small and quickly contained.

Climate Change and Wildfire

It is likely that climate change will increase the chance of future occurrence as well as future impacts from wildfire. More information on future impacts to the City can be found in the Future Conditions/Future Development section of the Vulnerability Assessment below.

Warmer temperatures can exacerbate drought conditions. Drought often kills plants and trees, which serve as fuel for wildfires. Warmer temperatures could increase the number of wildfires and pest outbreaks, such as the western pine beetle. Cal-Adapt's wildfire tool predicts the potential increase in the amount of burned areas for the year 2090-2099, as compared to recent (2010) conditions. This is shown in Section 4.3.15 of the Base Plan. Based on this model, Cal-Adapt predicts that wildfire risk in Madera County will increase moderately at the end of the century. However, wildfire models can vary depending on the parameters used. Cal-Adapt does not take landscape and fuel sources into account in their model. In all likelihood, in the Madera County Planning Area, precipitation patterns, high levels of heat, topography, and fuel load will determine the frequency and intensity of future wildfire.

Vulnerability to Wildfire

Risk and vulnerability to the City from wildfire is of significant concern. Wildfires that occur in the City occur from a variety of both natural and manmade causes. The City can be affected both by fires that start on or near City lands as well as those that start elsewhere and move into the City. In addition to burning large areas of land, air quality can be affected in the City by smoke from fires occurring inside the City as well as those from many miles away. As growth continues and populations increase in the City, the potential for wildfires will also increase.

The whole of the City is at some measure of vulnerability to wildfire. An assessment of a community's vulnerability to wildfire begins with an understanding of local exposure to wildfire. This is included in the Local Concerns section below. After that section, assets at risk are discussed.

Local Concerns

The City has specific concerns and unique vulnerabilities regarding this hazard. These concerns form a portion of the basis for the mitigation strategy and mitigation actions that seek to reduce risk and vulnerability to this hazard.

General Wildfire Concerns

Wildfires can cause short-term and long-term disruption to the City and larger County as a whole. Fires can have devastating effects on watersheds through loss of vegetation and soil erosion, which may impact the City by changing runoff patterns, increasing sedimentation, reducing natural and reservoir water storage capacity, and degrading water quality. Fires may result in casualties and can destroy buildings and infrastructure.

Areas of the City most susceptible to brushfire are along any open field areas such as the Fresno River. There is no real threat of property damage due to large scale wildfire in the City. City and other partners have worked hard to clear the river area from overgrown vegetation as well as removing unhoused individuals who have caused fires in the past. Specifically on May 17, 2022, a brushfire started in the dry river bottom and due to high winds, quickly spread to a neighborhood, burning two homes and damaging others as well as vehicles, burning under 5 acres in total.

Air Quality Concerns

The City of Madera is not in a high hazard fire zone according to Cal Fire's latest mapping, however, indirect impacts still apply, primarily poor air quality. Poor air quality due to nearby wildfires can directly impact the City's population. Schools and businesses with outdoor workers must consider wildfire smoke impacts when air quality reaches certain unhealthy levels. Additionally, when major fires occur in the region, City resources may be called on to assist per mutual aid agreements. There are no known property damage or closures due to large scale wildfire in the City. The extent of the impact would primarily be to cancellation of outdoor events like youth/rec sports and health impacts to unhoused individuals that would be exposed to smoke from wildfire. The City does not maintain records of closures/cancellations due to wildfire smoke. Since 2018, the major wildfires causing impacts to the City include those shown in Table B-37.

Table B-37 City of Madera – Fires Causing Air Quality Issues

Fire Name	Started	Area	Impact
Carr	Jul-18	Northern California	Poor air quality
Mendocino Complex	Jul-18	Northern California	Poor air quality
Ferguson	Jul-18	Central Sierra Nevada	Poor air quality
Camp	Nov-18	Northern California	Poor air quality
August Complex	Aug-20	Northern California	Poor air quality
SCU Lightning Complex	Aug-20	Central Coast	Poor air quality
SQF Complex	Aug-20	Central Sierra Nevada	Poor air quality
SQF Complex	Aug-20	Central Sierra Nevada	Poor air quality
Creek	Sep-20	Central Sierra Nevada	Poor air quality
Dixie	Jul-21	Northern California	Poor air quality
KNP Complex	Sep-21	Central Sierra Nevada	Poor air quality
Windy	Sep-21	Central Sierra Nevada	Poor air quality
Mosquito	Sep-22	Northern California	Poor air quality
Park	Jul-24	Northern California	Poor air quality

Source: City of Madera

Depending on atmospheric conditions, wildfires from southern and northern California, as well as those in our local foothills and mountains can negatively impact air quality in the City. The San Joaquin Valley Air Pollution Control District (District) monitors impacts to air quality from wildfires. The District provides alerts when air quality reaches unhealthy levels and provides suggestions to stay safe. Some

recommendations include staying inside/limiting outdoor activity when the air is unhealthy, wearing N95 masks if you must go outside during poor air quality conditions, and using CARB-certified air cleaners and/or MERV 13+ air filters in the home/workplace to keep indoor air quality safe. According to the EPA, Wildfire smoke exposure is a known source for various medical problems including eye irritation, reduced lung function, coughing, aggravation of certain chronic conditions, heart failure, stroke, wheezing, and difficulty breathing. Additionally, wildfire smoke exposure can cause increased health problems among those who are pregnant, children, the elderly, and those who have certain chronic conditions including but not limited to COPD, asthma, and heart disease.

Assets at Risk

Assets at risk from wildfire include people and populations; structures; critical facilities and infrastructure; and natural, historic, and cultural resources. These are discussed in the following sections.

People and Populations

All populations are vulnerable to wildfire. Certain vulnerable populations are at greater risk to the effects of wildfire as well as smoke and air quality issues that wildfires bring. Vulnerable populations include:

- Unhoused
- Infants and children under age five and their caregivers
- Elderly (65 and older)
- Individuals with disabilities
- Individuals' dependent on medical equipment
- Individuals who exercise, recreate, or work outdoors
- Individuals with impaired mobility

To further evaluate the impact to the residential population within the City, the CAL FIRE FHSZ dataset was overlayed on the parcel layer. Those residential parcels that intersect the FHSZs were counted and multiplied by the 2023 Census Bureau average household factors for the City of Madera – 3.38. According to this analysis, there is a total population of 0 residents of the City of Madera falling within the moderate or higher SRA/FRA as well as the LRA FHSZs. This is shown in Table B-38 and Table B-39, respectively.

Table B-38 City of Madera – Improved Residential Parcels and Population by CAL FIRE SRA/FRA Fire Hazard Severity Zone

Jurisdiction	Very High		High		Moderate	
	Improved Residential Parcels	Population at Risk	Improved Residential Parcels	Population at Risk	Improved Residential Parcels	Population at Risk
City of Madera	0	0	0	0	0	0

Source: CAL FIRE, 2024 Madera County Parcel/Assessor Data, 2023 US Census Bureau American Community Survey Average Household Size –City of Madera (3.38).

Table B-39 City of Madera – Improved Residential Parcels and Population by CAL FIRE LRA Fire Hazard Severity Zone

Jurisdiction	Very High		High		Moderate	
	Improved Residential Parcels	Population at Risk	Improved Residential Parcels	Population at Risk	Improved Residential Parcels	Population at Risk
City of Madera	0	0	0	0	0	0

Source: CAL FIRE, 2024 Madera County Parcel/Assessor Data, 2023 US Census Bureau American Community Survey Average Household Size – City of Chowchilla (3.35); City of Madera (3.38).

The City noted that the Critical Facilities and Infrastructure section below includes the facilities used by At-Risk populations that are threatened by this hazard. While this is not specific to what special populations reside in the City, it does speak to facilities that are used to serve (portions) of this population.

Structures

All structures in the City have some risk to wildfire. GIS was used to determine the possible impacts of wildfire within the City of Madera. The methodology described in Section 4.3.15 of the Base Plan was followed in determining structures and values at risk in both the CAL FIRE's SRA/FRA and LRA Fire Hazard Severity Zone layer. Analysis results for the SRA/FRA in the City of Madera are not shown since this layer doesn't intersect with the City. Analysis results for the LRA in the City of Madera are shown in Table B-40, which summarizes total parcel counts, improved parcel counts and their structure values by FHSZs.

Table B-40 City of Madera – Count and Value of Parcels and Structures by CAL FIRE LRA Fire Hazard Severity Zone

Fire Hazard Severity Zone / Property Use	Total Parcel Count	Improved Parcel Count	Total Land Value	Structure Value	Personal Property Value	Estimated Contents Value	Total Value
Non-Wildland							
Agricultural	77	55	$39,741,955	$10,537,300	$947,502	$10,537,300	$61,764,057
Commercial	1,012	753	$189,751,981	$534,266,572	$45,701,431	$534,266,572	$1,303,986,556
Government	212	1	$4,393,793	$12,481	$0	$12,481	$4,418,755
Industrial	241	113	$42,228,872	$183,432,081	$84,960,260	$275,148,122	$585,769,335
Institutional	85	60	$3,871,230	$30,519,200	$132,915	$30,519,200	$65,042,545
Recreational	7	0	$1,705	$0	$0	$0	$1,705
Residential	15,369	14,439	$729,655,028	$2,626,678,273	$3,751,750	$1,313,339,137	$4,673,424,188
Right of Way	31	1	$83,614	$46,163	$0	$46,163	$175,940
Utilities	12	1	$231,063	$163,844	$2	$163,844	$558,753
Unknown	42	1	$1,746,582	$187,553	$0	$187,553	$2,121,688
Non-Wildland Total	**17,088**	**15,424**	**$1,011,705,823**	**$3,385,843,467**	**$135,493,860**	**$2,164,220,371**	**$6,697,263,521**

Fire Hazard Severity Zone / Property Use	Total Parcel Count	Improved Parcel Count	Total Land Value	Structure Value	Personal Property Value	Estimated Contents Value	Total Value
City of Madera Total	**17,088**	**15,424**	**$1,011,705,823**	**$3,385,843,467**	**$135,493,860**	**$2,164,220,371**	**$6,697,263,521**

Source: CAL FIRE, Madera County 2024 Parcel/Assessor Data

Critical Facilities and Infrastructure

Wildfire present a threat to critical facilities and infrastructure. The following analysis discusses critical facilities and infrastructure. A separate analysis was performed on the critical facility inventory in the City to determine which critical facilities fall into each fire hazard severity zone. Using GIS, the SRA/FRA and LRA fire hazard severity zones were overlayed on the critical facility GIS layer. Only LRA fire hazard severity zones intersect the City; as such no SRA/FRA analysis is presented here. Only LRA analysis is presented. This is shown on Figure B-28 for the LRA fire hazard severity zones. Table B-41 details which critical facilities fall in which LRA fire hazard severity zone. All fall into the Non-Wildland FHSZ. Details of critical facility categories, type, name, and address by LRA fire hazard severity zones are listed in Appendix F.

Figure B-28 City of Madera – Critical Facilities in LRA Fire Hazard Severity Zones

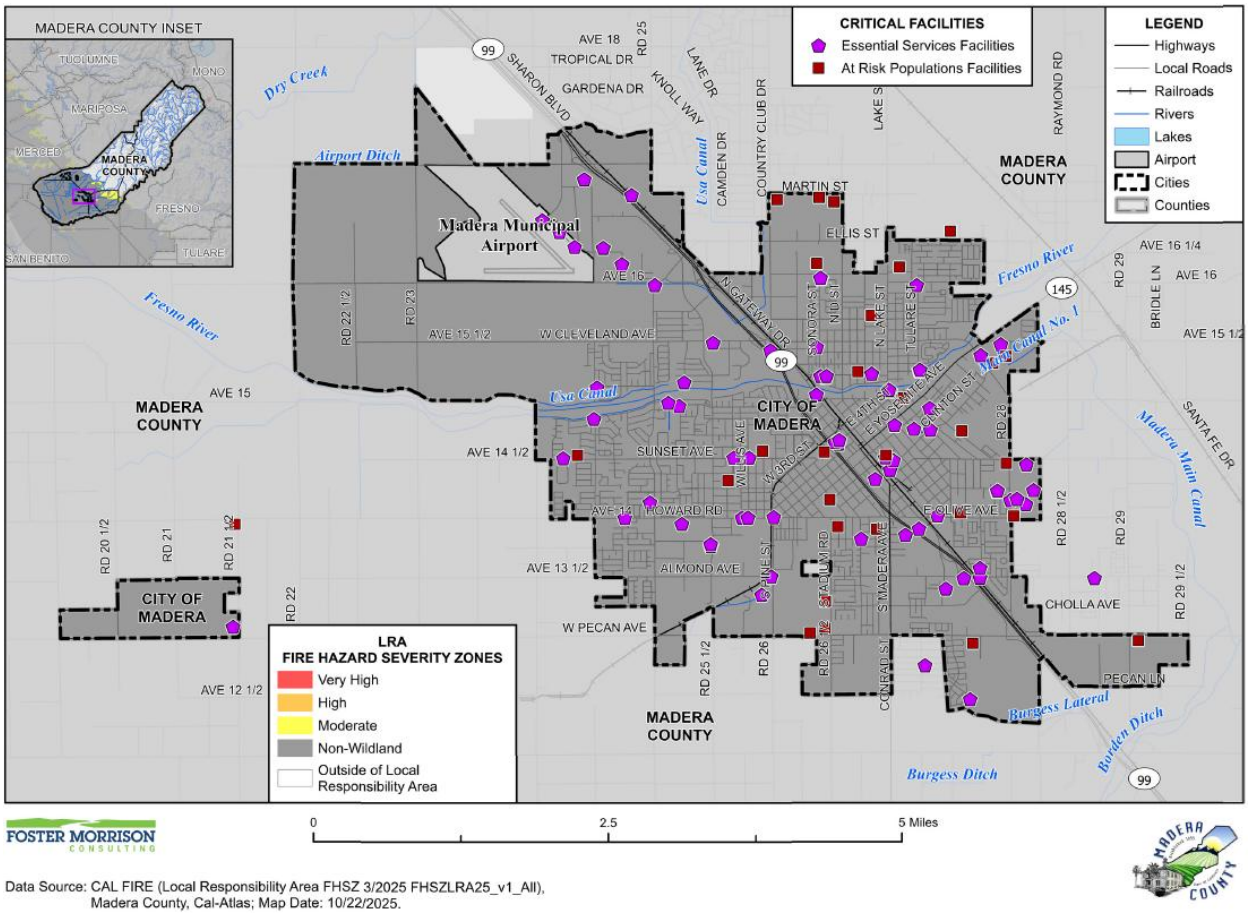


Table B-41 City of Madera – Critical Facilities by Category in LRA Fire Hazard Severity Zones

Jurisdiction / Fire Hazard Severity Zones	Critical Facility Category	Facility Count
Non-Wildland	Essential Services Facilities	103
	At Risk Populations Facilities	29
	Non-Wildland Total	**132**
City of Madera Total		**132**

Source: CGS, City of Madera

Natural, Historic, and Cultural Resources

Natural, historic, and cultural resources located within areas at risk to wildfire would be vulnerable. Should a wildfire occur in the City, the impacts to natural, historic and cultural resources could be extensive and include air pollution, contamination from water runoff containing toxic products, and other environmental discharges or releases from burned materials affecting soils, habitat areas, wildlife, and aquatic resources. Historic and cultural resources can be damaged or destroyed and are often more vulnerable due to their older age, construction type, and lack of fire prevention infrastructure such as sprinklers.

Impacts from Wildfire

Potential impacts from wildfire include loss of life and injuries; damage to structures and other improvements, natural and cultural resources, croplands, and timber; and loss of recreational opportunities. Out of control wildfires can have catastrophic impacts. Wildfires can cause short-term and long-term disruption to the City. Fires can have devastating effects on watersheds through loss of vegetation and soil erosion, which may impact the City by changing runoff patterns, increasing sedimentation, reducing natural and reservoir water storage capacity, and degrading water quality. Fires can also affect air quality in the City; smoke and air pollution from wildfires can be a severe health hazard. Smoke impacts may come from wildfires outside the City, as well as from within.

Although the physical damages and casualties arising from wildland-urban interface or conflagration fires may be severe, it is important to recognize that they also cause significant economic impacts by resulting in a loss of function of buildings and infrastructure. Economic impacts of loss of transportation and utility services may include traffic delays/detours from road and bridge closures and loss of electric power, potable water, and wastewater services. Schools and businesses can be forced to close for extended periods of time. Recently, the threat of wildfire, combined with the potential for high winds, heat, and low humidity, has caused PG&E to initiate a PSPS which can also significantly impact a community through loss of services, business closures, and other impacts associated with loss of power for an extended period. In addition, catastrophic wildfire can create favorable conditions for other hazards such as flooding, landslides, and erosion during the rainy season.

The impacts of a fire are felt long after the fire is extinguished. In addition to the loss of property in fires, the loss in vegetation and changes in surface soils alters the environment. When supporting vegetation is burned, hillsides become destabilized and prone to erosion. The burnt surface soils are harder and absorb less water. When winter rains come, this leads to increased runoff, erosion, and landslides in hilly areas.

Impacts that are not quantified, but can be anticipated in large future events, include:

- Injury and loss of life;
- Commercial and residential structural and property damage;
- Disruption of and damage to public infrastructure, utilities, and services;
- Damage to roads/bridges resulting in loss of mobility;
- Significant economic impact (jobs, sales, tax revenue) to the community; and
- Negative impact on commercial and residential property values

Impacts to identified assets at risk to this hazard and the overall vulnerability of the City may be affected in the future by climate change (which was discussed in the hazard profile above), changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. These are discussed in the Future Conditions/Future Development discussion below.

Future Conditions/Future Development

This section provides a discussion of how future conditions will influence or affect the hazard over time and also discusses future development relative to each hazard.

Future Conditions

Future conditions may be affected by climate change, changes in population patterns (migration, density, or the makeup of socially vulnerable populations), and changes in land use and development. Findings on this for the City of Madera include the following:

- Climate change is likely to exacerbate future wildfire conditions and associated impacts and vulnerability of the City to wildfire.
- The City is expected to see slow and steady growth. The City has 33 areas where growth is expected over the next five years. Additional population growth would likely bring continued diversity to the City. Vulnerable population groups could face disproportionate effects from wildfire and should be planned for. Changes in population and population patterns may or may not increase the impacts and vulnerability of the City to this hazard depending on the location and nature of growth and continued planning for future hazard conditions and the location, magnitude, and severity of future wildfire events.
- Land use planning should be proactive to address future hazard conditions. Locating new development, structures and critical facilities and infrastructure within or near areas of wildfire risk may put additional development at risk. The City has 33 areas where growth is expected over the next five years. These are located in the Non-Wildland FHSZ which reduces risk. Additionally, City building codes are in effect to reduce this risk and should be updated as necessary to continue to address future wildfire conditions. Specifically, with the release of the new 2025 LRA mapping for Madera County, wildfire building codes should be updated as required to include enhanced measures to reduce wildfire impacts on new construction, and including the formal adoption of the new LRA maps. It should also be noted that once new building codes are adopted for LRA, it should further reduce vulnerability on new construction especially in the higher hazard zones.

Future Development

Additional growth and development within moderate or higher fire hazard severity zones in the City would place additional values at risk to wildfire. However, none of those exist in the City. However, City building codes are in effect and should continue to be updated as appropriate to reduce future impacts.

Future development areas and their vulnerability to wildfire are discussed further in the below GIS analysis.

GIS Analysis

The City provided 33 future development areas which were used as the basis for the inventory of future development for the City. These areas were mapped in GIS. Utilizing the future development area spatial layer, the parcel polygon data was intersected to determine the future development areas within each LRA fire hazard severity zone. No facilities fell in the SRA/FRA fire hazard severity zones. Figure B-29 shows the locations of the future development area overlayed on the LRA fire hazard severity zones. As shown in Table B-42, the future development areas falls within areas of Non-Wildland FHSZ.

Figure B-29 City of Madera – Future Development Areas in LRA Fire Hazard Severity Zones

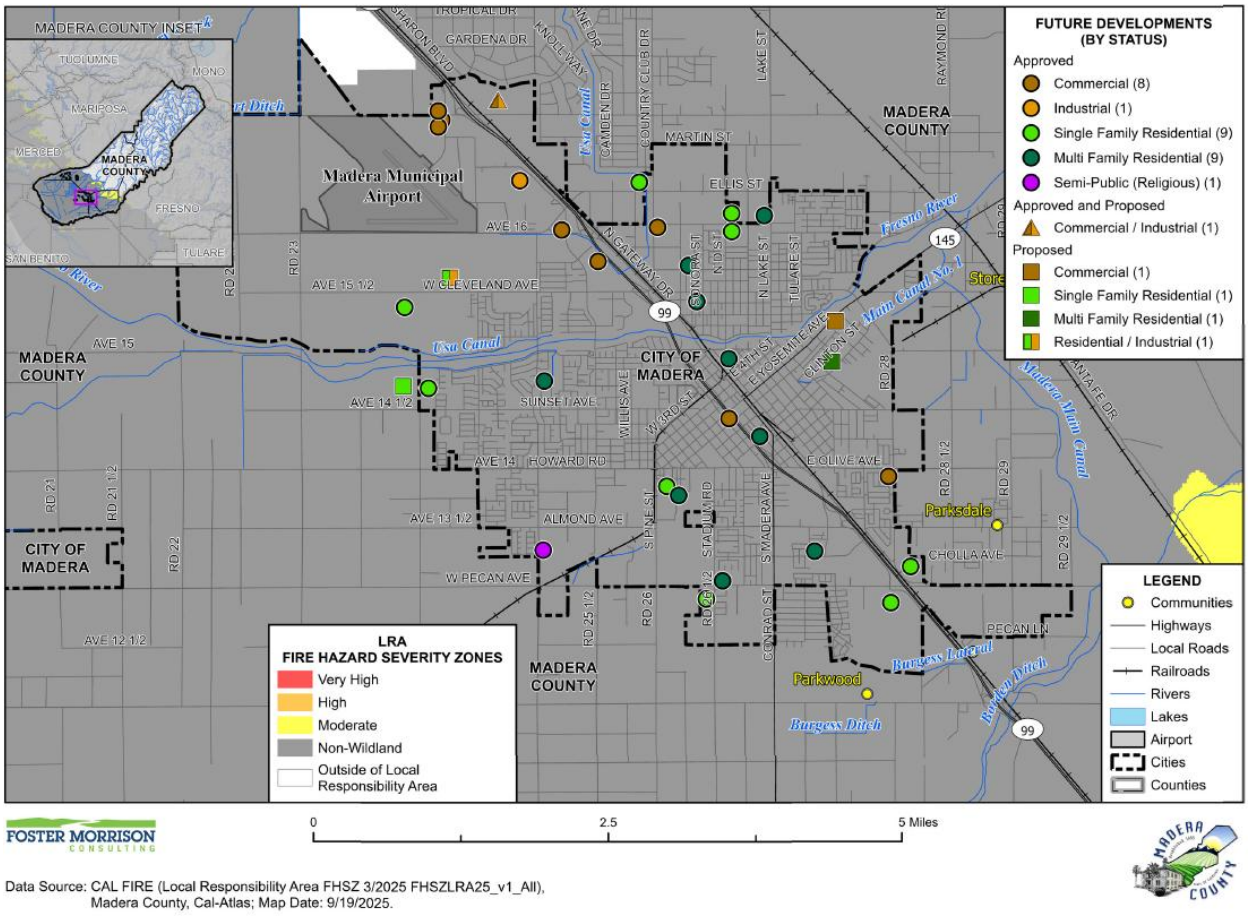


Table B-42 City of Madera – Future Development Parcels and Acres in LRA Fire Hazard Severity Zones

Future Development / Property Use / Map ID	Total Parcel Count	Improved Parcel Count	Unimproved Parcel Count	Total Acres	Total Improved Acres	Total Unimproved Acres
Non-Wildland						
Btwn Wilson & Rush and Davis & Sonora (Map ID 1)						
Multi Family Residential	2	0	2	0.28	0	0.28
E/S Cypress btwn Oak & Maple (Map ID 2)						
Single Family Residential	1	0	1	0.23	0	0.23
E/S Granada btwn Almond & Pecan (Map ID 3)						
Semi-Public (Religious)	1	1	0	8.45	8.45	0
E/S Tozer (Rd. 28) btwn 13 1/2 & Pecan (13) (Map ID 4)						
Single Family Residential	1	0	1	28.07	0	28.07
Grove St. terminus south of Maple (Map ID 5)						
Multi Family Residential	2	1	1	2.95	2.24	0.72
N Schnoor & Kennedy St (Map ID 6)						
Commercial	1	0	1	1.86	0	1.86
N/S Park btwn Linden & Laurel (Map ID 7)						
Multi Family Residential	3	0	3	0.72	0	0.72
N/S Sherwood btwn Sonora & Owens (Map ID 8)						
Multi Family Residential	1	0	1	1.43	0	1.43
NE/S of I btwn Yosemite & 6th (Map ID 9)						
Commercial	1	0	1	0.22		0.22
NEC Ellis & Fairview (Map ID 10)						
Single Family Residential	1	0	1	6.27	0	6.27
NEC Emily & Gary (Map ID 11)						
Multi Family Residential	1	0	1	4.53	0	4.53
NEC of Adell & D (Map ID 12)						
Single Family Residential	2	1	1	9.12	4.13	4.99
NEC Stadium and Pecan (Map ID 13)						

Future Development / Property Use / Map ID	Total Parcel Count	Improved Parcel Count	Unimproved Parcel Count	Total Acres	Total Improved Acres	Total Unimproved Acres
Multi Family Residential	1	0	1	5.20	0	5.20
NWC of Golden State and Ave 17 (Map ID 14)						
Commercial	1	0	1	10.27	0	10.27
NWC of Sunset and Caitlin (Map ID 15)						
Single Family Residential	1	0	1	0.15	0	0.15
S/S Cleveland btwn 16 & 23 (Map ID 16)						
Single Family Residential	1	1	0	38.11	38.11	0
SEC Foxglove & Schnoor (Map ID 17)						
Commercial	2	0	2	19.44	0	19.44
SEC of Adell & D (Map ID 18)						
Single Family Residential	3	0	3	7.77	0	7.77
SEC of Country Club & Adell (Map ID 19)						
Commercial	1	0	1	1.37	0	1.37
SW/S of G btwn 8th & 10th (Map ID 20)						
Multi Family Residential	1	0	1	0.26	0	0.26
SWC Airport (Golden State) & Ave. 17 (Map ID 21)						
Commercial	1	0	1	1.48	0	1.48
SWC Airport (Golden State) & Ave. 17 (Map ID 22)						
Commercial	1	0	1	1.14	0	1.14
SWC of Ave 13 & Hwy 99 (Map ID 23)						
Single Family Residential	1	1	0	135.59	135.59	0
SWC of Stadium Rd. and Pecan Ave. (Map ID 24)						
Single Family Residential	1	0	1	18.70	0	18.70
SWC Olive & Tozer (Map ID 25)						
Commercial	1	0	1	4.92	0	4.92
W/S Lake btwn Ellis & Adell (Map ID 26)						
Multi Family Residential	1	0	1	2.39	0	2.39
W/S of Golden State btwn Aves. 16 & 17 (Map ID 27)						
Industrial	1	0	1	17.16	0	17.16
WC of 2nd and D (Map ID 28)						

Future Development / Property Use / Map ID	Total Parcel Count	Improved Parcel Count	Unimproved Parcel Count	Total Acres	Total Improved Acres	Total Unimproved Acres
Multi Family Residential	1	0	1	0.34	0	0.34
NEC 17 & 99 (Map ID 29)						
Commercial / Industrial	1	0	1	99.58	0	99.58
1230 E. Yosemite Ave. (Map ID 30)						
Commercial	5	1	4	4.46	0.17	4.29
NE/S of Malone btwn Washington & Clinton (Map ID 31)						
Multi Family Residential	1	0	1	0.50	0	0.50
N/S Cleveland btwn 16 & Westberry (Map ID 32)						
Residential / Industrial	1	1	0	71.38	71.38	0
NW Cor 24 & 14 1/2 (Map ID 33)						
Residential	1	1	0	58.34	58.34	0
Non-Wildland Total	**45**	**8**	**37**	**563**	**318**	**244**
Grand Total	**45**	**8**	**37**	**563**	**318**	**244**

Source: CAL FIRE, City of Madera

B.5 Capability Assessment

Capabilities are the programs and policies currently in use to reduce hazard impacts or that could be used to implement hazard mitigation activities. This capabilities assessment is divided into five sections: regulatory mitigation capabilities, administrative and technical mitigation capabilities, fiscal mitigation capabilities, mitigation education, outreach, and partnerships, and other mitigation efforts.

B.5.1. Regulatory Mitigation Capabilities

Table B-43 lists regulatory mitigation capabilities, including planning and land management tools, typically used by local jurisdictions to implement hazard mitigation activities and indicates those that are in place in the City of Madera.

Table B-43 City of Madera's Regulatory Mitigation Capabilities

Plans	In Place Y/N	Does the plan address hazards? Can the plan be used to carry out mitigation actions? When was it last updated??
Capital Improvements Plan	Y	Yes to all questions – as funded.
Climate Change Adaptation Plan	Y	Climate Action Plan (2015)

Community Wildfire Protection Plan	N	No major threat of wildfire in the City.
Comprehensive/Master Plan	Y	Storm Drainage Master Plan, yes to all questions. 2014
Continuity of Operations Plan	Y	2017
Economic Development Plan		Incorporated within Land Use and Sustainability Elements of General Plan (2009)
Land Use Plan		General Plan (2009); including subsequent project amendments to land use plan (yearly to-date).
Local Emergency Operations Plan	Y	Yes to all questions. 2017
Stormwater Management Plan	Y	Storm drainage master plan. Yes to all questions. 2014
Transportation Plan	Y	Within General Plan. 2009
Other		
Land Use Planning and Ordinances	**Y/N**	**Is the ordinance an effective way to reduce hazard impacts? Is the ordinance adequately administered and enforced?**
Acquisition of land for open space and public recreation use	Y	The City has a Quimby Act Ordinance. At present, it is not utilized with the intent of reducing hazards.
Building code	Y	Version/Year: 2016
Flood insurance rate maps	Y	
Floodplain ordinance	Y	It is effective and enforced.
Natural hazard-specific ordinance (stormwater, steep slope, wildfire)	N	
Subdivision ordinance	Y	It is effective and enforced.
Zoning ordinance	Y	It is effective and enforced.
Other		
How can these capabilities be expanded and improved to reduce risk?		
Review plans routinely for necessary updates and modifications. Update the General Plan Safety Element to incorporate the LHMP, Vulnerability Assessment, evacuation routes/study, wildfires and hazard zones, etc. Update the 2014 Storm Drainage System Master Plan Consider developing and adopting ordinances, standards and/or policies incorporating proper location and design of stormwater retention basins Consider developing and adopting ordinances, standards and/or policies incorporating proper use of drainage swales within the urban form. Consider developing and adopting additional landscaping ordinances, standards and/or policies incorporating proper species selection, drought resistance, and planting and maintenance practices that will not exacerbate the effects of drought.		

Source: City of Madera

B.5.2. Administrative/Technical Mitigation Capabilities

Table B-44 identifies the City department(s) responsible for activities related to mitigation and loss prevention in the City of Madera.

Table B-44 City of Madera's Administrative and Technical Mitigation Capabilities

Administration	In Place Y/N	Describe capability Is coordination effective?
Staff		**Is staffing adequate to enforce regulations? Is staff trained on hazards and mitigation? Is coordination between agencies and staff effective?**
Chief Building Official	Y	Staffing is adequate and trained. Coordination is effective.
Civil Engineer, including dam and levee safety	Y	Staffing is adequate and trained. Coordination is effective.
Community Planner	Y	Staffing is adequate and trained. Coordination is effective.
Emergency Manager	Y	Staffing is adequate and trained. Coordination is effective.
Floodplain Administrator	Y	Staffing is adequate and trained. Coordination is effective.
GIS Coordinator	Y	Staffing is adequate and trained. Coordination is effective.
Planning Commission	Y	
Other		
Technical	**Y/N**	**Has capability been used to assess/mitigate risk in the past?**
Grant writing	Y	
Hazard data and information	N	
GIS analysis	Y	Use and staff resources have been limited; progressing.
Mutual aid agreements	Y	
Other		
How can these capabilities be expanded and improved to reduce risk?		
Incorporate GIS analysis, data and tools to plan, operate, maintain, and monitor City services and facilities for preparedness and resilience.		

Source: City of Madera

B.5.3. Fiscal Mitigation Capabilities

Table B-45 identifies financial tools or resources that the City could potentially use to help fund mitigation activities.

Table B-45 City of Madera's Fiscal Mitigation Capabilities

Funding Resource	In Place Y/N	Has the funding resource been used in past and for what type of activities? Could the resource be used to fund future mitigation actions?
Capital improvements project funding	Y	Annual CIP budget adopted by Council. It can be used for future mitigation actions

Funding Resource	In Place Y/N	Has the funding resource been used in past and for what type of activities? Could the resource be used to fund future mitigation actions?
Community Development Block Grant	Y	Non-Profit agency support, capital improvements. It's possible it can be used for mitigation actions, depending on the funding priorities set by Council and approved by the HUD officials.
Federal funding programs (non-FEMA)	Y	Capital purchases. It's possible that resources from Federal funding programs could be used to fund mitigation actions depending on the terms of the grant awarded.
Fees for water, sewer, gas, or electric services	Y	Operating costs, debt service costs, capital improvements. Can be used for future mitigation actions.
Impact fees for new development	Y	Capital improvements. Can be used for future mitigation actions.
State funding programs	Y	Capital purchases. It's possible that resources from State funding programs could be used to fund mitigation actions depending on the terms of the grant awarded
Stormwater utility fee	Y	Operating costs, debt service costs, capital improvements. Can be used for future mitigation actions.
Other		
How can these capabilities be expanded and improved to reduce risk?		
Update the Development Impact Fee Program Funding from these various sources will allow the City to address the issues detailed in this report through increased staffing, enhanced training, design and construction of mitigation capital projects, as well as corroboration with non-profit organizations and other governmental agencies on mitigation strategies		

Source: City of Madera

B.5.4. Mitigation Education, Outreach, and Partnerships

Table B-46 identifies education and outreach programs and methods already in place that could be/or are used to implement mitigation activities and communicate hazard-related information.

Table B-46 City of Madera's Mitigation Education, Outreach, and Partnerships

Program/Organization	In Place Y/N	How widespread are each of these in your community?
Community newsletters	Y	Widespread.

Program/Organization	In Place Y/N	How widespread are each of these in your community?
Hazard awareness campaigns (such as Firewise, Storm Ready, Severe Weather Awareness Week, school programs, public events)	Y	Water Conservation mitigates effects of drought. The City's Water Conservation Program currently offers several rebates to decrease water use and increase efficiency in homes (e.g. turf replacement, clothes washer rebate, drip irrigation, etc.). Public Outreach through staffing booths at community events, public service announcements on social media, and water patrol, provide education on conservation and responsible water use. The City will continue to make efforts to educate the public on the importance of conservation and plans on expanding conservation programs. Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)" The City primarily relies on social media to disseminate information. While the City uses print media, it is costly and not as effective as social media, including the City's Facebook, Youtube, and Twitter handles.
Local news	Y	City works to have press releases go to local news organizations. This includes hazard related news and events.
Organizations that interact with underserved and vulnerable communities		Community Action Partnership uses CDBG funds for their membership in continuum of care, which works to minimize the trauma and dislocation caused by homelessness . This program promotes access to mainstream programs and helps individuals and families experiencing homelessness optimize their self-sufficiency, thereby mitigating the risks associated with long-term homelessness. OLIVE Charitable organization uses CDBG funds for women who have been human trafficked. OLIVE is directly involved in activities that aim to prevent, address and reduce the harm caused by human trafficking. In addition, CAPMC, Housing Authority, Madera Rescue Mission, Madera County Food Bank, Downtown Business Association, OLIVE, Pequenos Empresarios, Madera Community College all work with vulnerable communities.

Program/Organization	In Place Y/N	How widespread are each of these in your community?
Social media		The City (local government) has a Facebook account with 6,400 followers, a separate Police Dept. Facebook page with over 58k likes, a separate Parks Dept. Facebook page, a Youtube channel, and a Twitter handle. In addition, the City publishes press releases of notable events, and prints newsworthy items in the local newspaper the Madera Tribune. The City also employs a full-time Communication Specialist.
How can these capabilities be expanded and improved to reduce risk?		
The City partners with several non-profit agencies who work with disadvantaged communities, including the Community Action Partnership of Madera County, the OLIVE human trafficking prevention initiative, the Madera Coalition for Community Justice, and the Madera Rescue Mission. Some funding provided by the City to these agencies can be used for mitigation activities and communicating hazard-related information. The City of Madera can enhance its Water Conservation Program by expanding rebate offerings to include smart irrigation controllers, rainwater harvesting systems, high-efficiency toilets, and landscape conversion options tailored to local climate conditions. Pairing these incentives with targeted outreach to neighborhoods and customer classes with historically higher usage will increase participation and yield measurable reductions in demand. Establishing a data-driven monitoring framework—tracking application volume, estimated savings per measure, and post-installation consumption trends—will help quantify program effectiveness, support funding requests, and guide continuous improvement. Collectively, these actions will mitigate drought impacts, embed long-term water-wise behaviors, and ensure resources are allocated to the most cost-effective measures. Public outreach should move beyond passive messaging to more interactive, inclusive engagement. In addition to social media, the City could deploy email newsletters, SMS alerts, and collaborate with local radio and community partners to reach residents who are less active online. Hosting hands-on workshops, webinars, school presentations, and neighborhood events—supported by multilingual materials, especially Spanish—will foster two-way communication, build trust, and translate guidance into action. These improvements will broaden reach across demographics, improve compliance with conservation practices, and strengthen community resilience during dry years. For ongoing public education, establishing a centralized digital resource hub—such as a dedicated webpage or mobile-friendly portal—will streamline access to rebate applications, conservation tips, seasonal watering guidance, and preparedness information (e.g., fire safety, household emergency planning, environmental stewardship). Incorporating behavioral nudges like gamified challenges, recognition programs, and neighborhood leaderboards can motivate sustained participation and celebrate local success. Partnering with schools and businesses to integrate water education and workplace conservation commitments will deepen community ownership and normalize responsible use across generations and sectors. While social media remains a cost-effective backbone, the City can further optimize its digital presence by using analytics to refine content, timing, and audience targeting. Short-form videos, how-to reels, and success stories can boost engagement, while limited, well-targeted paid campaigns can reach high-need segments such as high-volume users and new homeowners. These enhancements will increase message penetration at comparatively low cost, build a consistent brand for conservation, and create clear pathways for residents to learn, act, and demonstrate measurable savings.		

Source: City of Madera

B.5.5. Other Mitigation Efforts

City is actively seeking grants for local flood hazard concerns that include Pine Street/Howard Road and Sunset Avenue between 4th Street and Schnoor Avenue.

Related to wildfire/brush fire – starting in 2022, the City has implemented an aggressive plan to reduce brush/dry fuels in the Fresno River bottom as well as increased outreach efforts/ code enforcement related to the unhoused population in an attempt to reduce fires.

Related to extreme weather (heat/cold) - the City provides Cooling and Warming Centers during extreme weather events (with the exception of the warming centers not occurring since 2021).

We have been moving transients out of high fire and flood risk areas, such as the river. We installed a pole camera in the river to monitor for fires and arsonists.

The City also makes sand for sandbags available seasonally to mitigate property damage to residences in the event of a flood.

The City has made a concentrated effort over the last few years to connect with neighborhoods and organize neighborhoods with block captains. The purpose is so that neighbors know each other, know their government officials/services, and are connected to each other and committed to an investment in their neighborhood. Neighborhood Watch has been successful:

- The are 84 organized Neighborhood Watches across the City:
- 46 of the 84 are certified and 38 are in progress toward certification
- Quarterly Neighborhood Watch Leaders meeting are hosted to update the leaders about matters pertaining to public safety or community engagement. They then take the information and share with their neighbors and those who participate in their Neighborhood Watch Program.
- The program is promoted by canvassing neighborhoods, attending resource fairs, tabling at community events, and through social media accounts and the City's website. To date since July 2015, members have canvassed over 50 neighborhoods and contacted over 5000 residents.
- The program has spawned many successful outcomes. In various neighborhoods, it has helped (1) bust neighborhood drug dealers and confiscate their drugs and weapons; (2) connect neighbors together to promote proactive neighborhood policing; (3) improved law enforcement-community relations; (4) educate residents on ways they could promote neighborhood safety and improve their neighborhood's standards of living.

National Night Out

- In 2017, there were had 53 block parties across Madera. This is about 2,150 Maderans celebrating this year's National Night Out on August 1st.
- Two days later, on August 3rd, the Madera Police Department in conjunction with other law enforcement agencies had planned and implemented National Night Out Connect event. Around 2,000 Maderans continuing the spirit of celebrating National Night Out at the Madera Fairgrounds.
- During NNO, law enforcement and community residents mingled, socialized, and bonded together, both in their neighborhoods on Tuesday, August 1st and at a centralized location on Thursday, August 3rd (NNO Connect).

Through communications with American Red Cross, the City learned that they were short on local volunteers. Our neighborhood outreach staff worked with ARC to organize volunteer education events. Since partnering with American Red Cross (ARC), we have successfully recruited and trained 10 volunteers who are prepared to help ARC respond to any emergency within City or County of Madera. This past January, we canvassed neighborhoods to install smoke detectors in homes that did not have any or had less

than the minimum required detectors in the home. There were over 50 detectors installed, mostly were in homes owned by senior citizens. We are currently planning our next Smoke Detectors Drive and are continuing our efforts to recruit volunteers and collaborate with our local Cal-Fire.

The City also has an annual weed abatement program where properties that aren't maintained are cleaned/plowed by the City and then the property owner is billed. This is to help prevent grass/wild fires within the City.

B.6 Mitigation Strategy

B.6.1. Mitigation Goals and Objectives

The City of Madera adopts the hazard mitigation goals and objectives developed by the HMPC and described in Chapter 5 Mitigation Strategy.

B.6.2. NFIP Mitigation Strategy

The City of Madera joined the National Flood Insurance Program (NFIP) on June 4, 1987. As a participant of the NFIP, the City of Madera has administered floodplain management regulations that meet the minimum requirements of the NFIP. The management program objective is to protect people and property within the City. The City of Madera will continue to comply with the requirements of the NFIP in the future.

In addition, the City of Madera actively participates with Madera County to address local NFIP issues through a regional approach. Many of the program activities are the same for the City of Madera as for Madera County since participation at the County level includes all local jurisdictions.

The City's regulatory activities apply to existing and new development areas of the City; implementing flood protection measures for existing structures and new development, and maintaining drainage systems. The goal of the program is to enhance public safety, and reduce impacts and losses while protecting the environment. The City's Municipal Code has a Flood Damage Prevention Section under the Zoning Ordinance that regulates construction in the floodplain. The City intends to continue to implement the ordinance and participate at the regional level with Madera County implementing appropriate measures to mitigate exposure and damages within designated flood prone areas.

The NFIP's Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS which are to reduce flood losses, facilitate accurate insurance rating, and promote the awareness of flood insurance. The City of Madera is not a current participant in the CRS program.

More information about the floodplain administration in the City of Madera can be found in Table B-47.

Table B-47 City of Madera Compliance with NFIP

NFIP Topic	Comments
Staff Resources	
Who is responsible for floodplain management in your community? Provide Department/Title. Do they serve any roles other than Community Floodplain Administrator (FPA)?	City Engineer – Engineering Department. Also serves as the City Engineer
Is the Community FPA or NFIP Coordinator a Certified Floodplain Manager?	No. He serves as an assigned role as City Engineer.
Is floodplain management an auxiliary function?	Yes, it represents one function or responsibility of the Engineering Department
Provide an explanation of NFIP administration services (e.g., permit review, GIS, education or outreach, inspections, engineering capability)	Permit review, inspections, engineering capability, respond to public inquiry
What are the barriers to running an effective NFIP program in the community, if any?	Funding for additional staff with expertise for reviews that are very irregular. Staff has, however, performed to FEMA expectations based on past reviews of the City.
Insurance Summary	
How many NFIP policies are in the community? What is the total premium and coverage?	8 policies $6,385 total premiums $2,318,000 total coverage
How many claims have been paid in the community? What is the total amount of paid claims? How many of the claims were for substantial damage?	9 paid losses $88,293.47 in paid losses 1 substantial damage claim
How many structures (residential and non-residential) are exposed to flood risk within the community?	558 in 1% annual chance flood 2,504 in 0.2% annual chance flood
Are there Repetitive Loss (RL) and Severe Repetitive Loss Properties (SRL) structures in the community?	0 RL 0SRL
Describe any areas of flood risk with limited NFIP policy coverage	None known.
How does the community teach property owners or other stakeholders about the importance of flood insurance?	At present, there are no dedicated education programs. As noted previously, there are only 8 policies. This is a result of a limited, when compared to other communities, properties within the flood plain.
What digital sources (like the FEMA Map Service Center, National Flood Hazard Layer) or non-regulatory tools does the community use?	The community utilizes all resources provided by FEMA along with City of Madera ordinances available online for reference by developer.
Compliance History	
Is the community in good standing with the NFIP?	Yes
Are there any outstanding compliance issues (i.e., current violations)?	No
Who is responsible (Department, Title) for making substantial damage/improvement determinations? How does the community identify substantially damaged/improved structures? What is the process to make sure these structures are brought into compliance?	The City has not encountered the need for these determinations within the flood plane. Regardless, the Building Department would be responsible for determining damage Should the need arise, the City would utilize available resources, training and education available from FEMA.

NFIP Topic	Comments
When was the most recent Community Assistance Visit (CAV) or Community Assistance Contact (CAC)?	CAC 2/27/2024
Is a CAV or CAC scheduled or needed?	No
Regulation	
When did the community enter the NFIP?	6/4/1987
Are the FIRMs digital or paper?	Digital
Has the community adopted the NFIP minimum floodplain management criteria via local regulation? Date of current local regulation?	Yes. There is a draft ordinance in preparation to meet the lates draft ordinance examples from FEMA.
Has the community adopted the latest effective FIRM? Date adopted?	Yes. 2008.
How does the community enforce local floodplain regulations and monitor compliance?	Given the minimal number of parcels within the flood plain, there has been no need for a formal program
Do floodplain development regulations meet or exceed FEMA or State minimum requirements? If so, in what ways?	At present, the City meets minimum requirements
How are Letters of Map Change (LOMCs) tracked and compiled?	They are stored on the City of Madera Engineering Department server. At present, there are a minimal number of LOMCs to be tracked.
Provide an explanation of the permitting process.	An expanded permitting process is included in the upcoming update to the floodplain management ordinance. It is a multi-step process that has several levels of review
Community Rating System	
Does the community participate in CRS? If so, what is the community's CRS Class Ranking?	No
What categories and activities provide CRS points and how can the class be improved?	N/A
Does the plan include CRS planning requirements?	N/A

Source: City of Madera

B.6.3. Mitigation Actions

The Planning Team for the City of Madera identified and prioritized the following mitigation actions based on the risk assessment. Background information and information on how each action will be implemented and administered, such as ideas for implementation, responsible office, potential funding, estimated cost, and timeline are also included. The following hazards were considered a priority for purposes of mitigation action planning:

- Climate Change
- Dam Failure
- Drought & Water shortage
- Earthquake (w/subhazards)
- Floods: 1%/0.2% annual chance (w/levee failure)
- Floods: Localized Stormwater

- Severe Weather: Extreme Cold, Freeze, and Snow
- Severe Weather: Extreme Heat
- Severe Weather: Heavy Rains and Storms (Hail, Lightning, Wind)
- Severe Weather: High Winds and Tornadoes
- Wildfire (w/smoke and air quality)

Low priority hazards for mitigation planning include:

- Agricultural Hazard: Severe Weather/Pests/Invasives
- Hazardous Materials Transportation
- Landslide, Mudslide, Debris Flow

It should be noted that many of the projects submitted by each jurisdiction in Table 5-4 in the Base Plan benefit all jurisdictions whether or not they are the lead agency. Further, many of these mitigation efforts are collaborative efforts among multiple local, state, and federal agencies. In addition, the countywide public outreach action, as well as many of the emergency services actions, apply to all hazards regardless of hazard priority. Collectively, this multi-jurisdictional mitigation strategy includes only those actions and projects which reflect the actual priorities and capacity of each jurisdiction to implement over the next 5-years covered by this plan. It should further be noted, that although a jurisdiction may not have specific projects identified for each priority hazard for the five-year coverage of this planning process, each jurisdiction has focused on identifying those projects which are realistic and reasonable for them to implement and would like to preserve their hazard priorities should future projects be identified where the implementing jurisdiction has the future capacity to implement.

Mitigation Actions

The City has put forward the actions as shown in Table B-48. Details of the actions can be found below the table.

Table B-48 City of Madera Mitigation Actions

Action Title	New Action/ Previous Action	Address Current Development	Address Future Development	Continued NFIP Compliance	Mitigation Type
City of Madera					
Action 1. Integrate Local Hazard Mitigation Plan into Safety Element of General Plan	Previous Action	X	X		
Action 2. Enhance Public Education and Awareness of Natural Hazards and Public Understanding of Disaster Preparedness	New Action	X	X		
Action 3. Storm Drain Master Plan Update, Stormwater Retention Improvements, Debris Removal and Minimizing Localized Flooding	Previous Action	X	X		
Action 4. Basin/Water Storage Capacity	New Action	X	X	X	

Action Title	New Action/ Previous Action	Address Current Development	Address Future Development	Continued NFIP Compliance	Mitigation Type
Action 5. Pavement Management Systems	New Action	X	X		
Action 6. Development of Climate Action Plans: i.e., Climate Action Plan, Climate Adaptation Plan, Climate Vulnerability Assessment	New Action	X	X		
Action 7. Supervisory Control and Data Acquisition (SCADA) Upgrade	New Action	X	X		
Action 8. Tree Trimming Program/Urban Forestry Team	New Action	X	X		
Action 9. Participate in Update to Groundwater Sustainability Plan and Implement Plan Recommendations	New Action	X	X		
Action 10. Water Conservation Program Implementation	New Action	X	X		
Action 11. Water Tank Improvements	New Action	X	X		
Action 12. Update Urban Water Management Plan and Implement Plan Recommendations	New Action	X	X	X	
Action 13. Seismic Retrofit Programs	New Action	X	X		
Action 14. Conduct Exploratory Studies Regarding Natural Waterways Related to Capacity-building, Bank Stability, and Property Preservation	Previous Action	X	X	X	
Action 15. Implement Communication System(s) to Ensure Information is Shared Timely and all Citizens have Access.	New Action	X	X		
Action 16. Backup Power Redundancy & Fuel Tanks for Critical Infrastructure	New Action	X	X		
Action 17. Update Safety Element	New Action	X	X		
Action 18. Debris Removal, Tree Trimming and Fresno River Restoration	New Action	X	X	X	
Action 19. Yellow Reflective Border on Traffic Signal Backplates	New Action	X	X		
Action 20. Heating and Cooling Centers and Buildings of Respite for Vulnerable Population	New Action	X	X		
Action 21. Target Hardening for Extreme Weather and Air Quality for Public Infrastructure and Buildings	New Action	X	X		

Action Title	New Action/ Previous Action	Address Current Development	Address Future Development	Continued NFIP Compliance	Mitigation Type
Action 22. Grade Separation for Railroad Lines	New Action	X	X		

Action 1. Integrate Local Hazard Mitigation Plan into Safety Element of General Plan

Hazards Addressed: Multi-hazard (Climate Change, Dam Failure, Drought & Water shortage, Earthquake (w/subhazards), Floods: 1%/0.2% annual chance (w/levee failure), Floods: Localized Stormwater, Severe Weather: Extreme Cold, Freeze, and Snow, Severe Weather: Extreme Heat, Severe Weather: Heavy Rains and Storms (Hail, Lightning, Wind), Severe Weather: High Winds and Tornadoes, Wildfire (w/smoke and air quality))

Goals Addressed: 1, 2, 3, 4, 5, 6, 7, 8

Issue/Background (Problem Statement): Local jurisdictional reimbursement for mitigation projects and cost recovery after a disaster is guided by Government Code Section 8685.9 (AB 2140). Specifically, this section requires that each jurisdiction adopt a local hazard mitigation plan (LHMP) in accordance with the federal Disaster Mitigation Act of 2000 as part of the Safety Element of its General Plan. Adoption of the LHMP into the Safety Element of the General Plan may be by reference or incorporation.

Other Alternatives: No action

Existing Planning Mechanisms through which Action will be Implemented: Safety Element of General Plan

Responsible Office/Partners: City of Madera Planning Department

Benefits (Losses Avoided): Incorporation of an adopted LHMP into the Safety Element of the General Plan will help jurisdictions maximize the cost recovery potential following a disaster.

Potential Funding (Local Budgets, Grant Funds, etc.): Local budgets like the City General Fund

Timeline: As soon as possible. Likely within 5 years.

Project Priority (High, Medium, Low): High

Action 2. Enhance Public Education and Awareness of Natural Hazards and Public Understanding of Disaster Preparedness

Hazards Addressed: Multi-hazard (Climate Change, Dam Failure, Drought & Water shortage, Earthquake (w/subhazards), Floods: 1%/0.2% annual chance (w/levee failure), Floods: Localized Stormwater, Severe Weather: Extreme Cold, Freeze, and Snow, Severe Weather: Extreme Heat, Severe Weather: Heavy Rains and Storms (Hail, Lightning, Wind), Severe Weather: High Winds and Tornadoes, Wildfire (w/smoke and air quality))

Goals Addressed: 1, 2, 3, 4, 5, 6, 7, 8

Issue/Background (Problem Statement): The City and County play a key role in public outreach/education efforts to communicate the potential risk and vulnerability of their community to the effects of natural hazards. A comprehensive multi-hazard public education program will better inform the community of natural hazards of concern and actions the public can take to be better prepared for the next natural disaster event.

Project Description: A comprehensive multi-hazard outreach program will ascertain both broad and targeted educational needs throughout the community. The City will work with the County and other agencies as appropriate to develop timely and consistent annual outreach messages in order to communicate the risk and vulnerability of natural hazards of concern to the community. This includes measures the public can take to be better prepared and to reduce the damages and other impacts from a hazard event. The public outreach effort will leverage and build upon existing mechanisms, and will consider:

- Using a variety of information outlets, including websites, local radio stations, news media, schools, and local, public sponsored events;
- Creating and distributing (where applicable) brochures, leaflets, water bill inserts, websites, and public service announcements;
- Displaying public outreach information in City office buildings, libraries, and other public places and events;
- Developing public-private partnerships and incentives to support public education activities.

Other Alternatives: Continue public information activities currently in place.

Existing Planning Mechanism(s) through which Action Will Be Implemented: Existing City and County outreach programs will be reviewed for effectiveness and leveraged and expanded upon to reach the broader region.

Responsible Office/Partners: City of Madera in partnership with the County

Benefits (Losses Avoided): Increase residents' knowledge of potential hazards and activities required to mitigate hazards and be better prepared. Protect lives and reduce damages, relatively low cost to implement.

Potential Funding (Local Budgets, Grant Funds, etc.): Local budgets or City General Fund, grant funds (like CA DWR, Cal OESPDM, HMGP, FMA, BRIC, or other sources).

Timeline: Ongoing/Annual public awareness campaign

Project Priority (High, Medium, Low): High

Action 3. Storm Drain Master Plan Update, Stormwater Retention Improvements, Debris Removal and Minimizing Localized Flooding.

Hazards Addressed: Climate Change/Flood/Severe Weather: Heavy Rain and Storms, Drought & Water Shortage, Flood/Severe Weather: Heavy Rain and Storms

Goals Addressed: 1, 2, 3, 5, 6, 7, 8

Issue/Background (Problem Statement): Localized flooding continues to be a problem causing property damage, asphalt failure to streets, and street closures. By clearing street debris and performing weed abatement, water will be able to flow freely to storm pump stations which will then send storm water to City-owned ponding basins / Fresno River for groundwater recharge.

Project Description: Upgrade or replace storm water pumps. Increase capacity at ponding basins. Update the storm water master plan. Perform vegetation management in the Fresno River and ponding basins. Increase sandbag and sand locations City wide.

Other Alternatives: Do nothing and continue to experience localized flooding.

Existing Planning Mechanism(s) through which Action Will Be Implemented: Hire a consultant to update the Storm Water Master Plan. City staff will dredge, rip and expand ponding basins for capacity and recharge. Replace or upgrade storm pumps. Clear street debris and perform weed abatement. Expand sandbag / sand locations.

Responsible Office/Partners: Public Works Street and Storm Drainage Division.

Benefits (Losses Avoided): Less flooding and insurance claims. Increasing basin capacity for ground water recharge.

Potential Funding (Local Budgets, Grant Funds, etc.): Local budget and Grant funds.

Timeline: Immediately

Project Priority (High, Medium, Low): High

Action 4. Basin/Water Storage Capacity

Hazards Addressed: Climate Change/Drought and Water Storage, Flood/Severe Weather: Heavy Rains and Storms

Goals Addressed: 1, 2, 3, 5, 6, 7, 8

Issue/Background (Problem Statement): This Action's goal is to address

- Reduced snowpack and rainfall that reduces available water in the aquifer
- Accommodate rainfall that can result in flooding, damage to private and public structures, and public safety concerns
- Accommodate runoff with the goal of minimizing loss of ability to recharge the aquifer
- Provide additional storage for recharge in partnership with the Madera Irrigation District

Project Description: Multiple projects are incorporated under this action. They include:

- Add water recharge and storm basins for increased capacity

- Construct storm systems intended to provide connectivity of existing and future basins with the goal of increasing storage
- Add flow meters to wells sites to identify where water might be wasted
- Implement recharge projects not yet envisioned
- Construct projects found in the 2014 Storm Drainage System Master Plan

Other Alternatives: Multiple projects/options provided above. Alternative to these would be to maintain status quo, however due to changing conditions, this may not be the best path forward.

Existing Planning Mechanism(s) through which Action Will Be Implemented: 2014 Storm Drainage System Master Plan, Groundwater Sustainability Plan, list of areas within City that have been identified as recurring flood areas

Responsible Office/Partners: City of Madera Engineering

Benefits (Losses Avoided): Benefits – The benefit to each project varies. Some provide additional water storage. Others provide the ability to safely capture and convey storm wastewater recharge. By virtue of those benefits, losses such as property damage are avoided.

Potential Funding (Local Budgets, Grant Funds, etc.): Some minimal local funding exists though road funds for matches. The bulk is necessary through grant funds.

Timeline: 1 year to 10 years

Project Priority (High, Medium, Low): Projects vary between medium and high. Areas already identified as being subject to flooding and property damage would be high. Others would be medium. Further stratification would be based on access to funding.

Action 5. Pavement Management Systems

Hazards Addressed: Climate Change

Goals Addressed: 1, 2, 3, 7, 8

Issue/Background (Problem Statement): As a result of flooding at various areas throughout the City, damage to the pavement have occurred and continue to occur. This damage will continue to occur until other action items are implemented that address flooding. Until that time where flooding is mitigated, a Pavement Management Systems (PMS) is necessary to identify and prioritize repairs and protection to the pavement surfaces

Project Description: Continue to implement the PMS and projects related thereto.

Other Alternatives: Discontinue current PMS and do not seek new PMS or related projects.

Existing Planning Mechanism(s) through which Action Will Be Implemented: Previous and current PMS

Responsible Office/Partners: City of Madera Engineering

Benefits (Losses Avoided): Benefits – Deteriorated pavement surfaces will be repaired and/or protected through various pavement rehabilitation measures

Potential Funding (Local Budgets, Grant Funds, etc.): Local funds, gas taxes, Measure T funds and other State provided funding assists in implementation of the PMS but sufficient funds are typically well short of what is necessary

Timeline: Ongoing

Project Priority (High, Medium, Low): Medium

Action 6. Development of Climate Action Plans: i.e., Climate Action Plan, Climate Adaptation Plan, Climate Vulnerability Assessment

Hazards Addressed: Climate Change

Goals Addressed: 1, 2, 3, 7, 8

Issue/Background (Problem Statement): Climate Action and Adaption Plans as well as Climate Vulnerability Assessments outline a course of action to reduce Greenhouse Gas (GHG) emissions from community-wide activities and City government operations to recognize and assume local government responsibility in reducing GHG emissions, ensure mitigation of climate change impacts in accordance with the California Environmental Quality Act (CEQA) and support the State of California's mandated GHG reduction target goals.

Project Description: Conduct Climate Vulnerability Assessments and prepare, update and/or adjust the City of Madera's Climate Action and Adaption Plans and as well as the goals, objectives, policies and action items of the City General Plan Conservation Element pertaining to targets for reducing emissions of greenhouse gases in accordance with contemporary or updated State guidance, scoping requirements, statewide adaptation strategies and/or new data, policies and economic conditions emerge.

Other Alternatives: Address climate change vulnerability and climate-related hazards in the General Plan's Safety and Conservation Elements rather than within a standalone Climate Action Plan.

Existing Planning Mechanism(s) through which Action Will Be Implemented: General Plan Requirement. Climate adaptation and resilience strategies must be updated in accordance with state-mandated house or safety element cycle updates.

Responsible Office/Partners: City of Madera, Planning Department

Benefits (Losses Avoided): The State of California recognizes that climate change poses risks to the public health, environment, economic well-being, and natural resources of California. Recognize local government influence and authority over activities that result in GHG emissions through planning and

permitting processes, ordinances, outreach and education efforts and participate in implementation efforts at the local level to reach state-mandated GHG reduction target goals. Streamline environmental reviews.

Potential Funding (Local Budgets, Grant Funds, etc.): Local budget (General Fund) or available grant opportunities.

Timeline: Local governments are advised by the California Air Resources Board (CARB) to adopt Climate Adaptation Plans on 3-4 year cycles. Mandatory every 8 years.

Project Priority (High, Medium, Low): High- The City of Madera is required to update its Safety Element following adoption of the 6th Cycle Housing Element Update and Local Hazard Mitigation Plan (LHMP).

Action 7. Supervisory Control and Data Acquisition (SCADA) Upgrade

Hazards Addressed: Drought and Water Shortage / Flood

Goals Addressed: 1, 2, 3, 5, 6, 7, 8

Issue/Background (Problem Statement): The City's SCADA systems allow for remote operation and real time data of water, wastewater, and storm drain facilities. The City's existing SCADA systems has reached end-of-life. The system lacks software support and cyber security protection. Replacement parts for the City's SCADA systems have become harder to find and more expensive over time, making repairs difficult and extending downtime. It is also prone to intermittent failures, which can jeopardize operations and increase overall risk.

Project Description: Upgrades will improve operations, improve cybersecurity, enhance monitoring, and reduce long-term costs like overtime or unnecessary pump operations.

Other Alternatives: Do nothing and increase downtime which require costly third-party services

Existing Planning Mechanism(s) through which Action Will Be Implemented: Public Works will hire a consultant/integrator for replacement.

Responsible Office/Partners: Public Works - Electrical and Facilities Division

Benefits (Losses Avoided): More real-time analytics, safeguarding of critical infrastructure against cyber threats, reliable operation prevents disruption of services to community (water, wastewater, storm drain).

Potential Funding (Local Budgets, Grant Funds, etc.): Local Budget, Grant Funds

Timeline: Immediately

Project Priority (High, Medium, Low): High

Action 8. Tree Trimming Program/Urban Forestry Team

Hazards Addressed: Drought, Severe Weather: Extreme Heat, Severe Weather: High Winds and Tornadoes, and Wildfire

Goals Addressed: 1, 2, 3, 4, 5, 7, 8

Issue/Background (Problem Statement): There are a number of mature and maturing trees throughout the City of Madera. Many of these trees require considerable maintenance, trimming and or removal which is attributable to growth and sometimes disease.

Project Description: This Action's goal is to establish a dedicated urban forestry team to address:

- Hazardous tree trimming
- Tree mortality management
- Hazardous tree removal

Other Alternatives: Continue to outsource tree maintenance and removal.

Existing Planning Mechanism(s) through which Action Will Be Implemented: Parks maintenance staff will continue to monitor needs related to tree trimming issues.

Responsible Office/Partners: City of Madera Parks Department

Benefits (Losses Avoided): Less reliance on the schedule of an outsourced vendor to address immediate needs, reduced property damage and personal injury due to limb/tree failure, reduced wildfire fuel hazards, reduced interruptions to service due to limbs/trees falling into critical infrastructure (roadways, power lines, communication lines, etc.)

Potential Funding (Local Budgets, Grant Funds, etc.): Local Budget, Grant Funds

Timeline: 1-10 years

Project Priority (High, Medium, Low): Medium

Action 9. Participate in Update to Groundwater Sustainability Plan and Implement Plan Recommendations

Hazards Addressed: Drought and Water Storage

Goals Addressed: 1, 2, 3, 5, 7, 8

Issue/Background (Problem Statement): As part of the Sustainable Groundwater Management Act (SGMA), the City participates in the preparation of the Groundwater Sustainability Plan (GSP) with other local agencies. Financial assistance in these projects is important given the current unavailability of full funding for the various components.

Project Description: Assist in the preparation and funding of the updated GSP, when it comes due, including possible identification of and implementation of new projects not already identified

Other Alternatives: The City must be a member of the GSP under SGMA and work toward sustainability. Failure to comply with SGMA could result in State intervention of the water system, fines, etc.

Existing Planning Mechanism(s) through which Action Will Be Implemented: GSP, previous GSP Update and annual reports of progress

Responsible Office/Partners: City of Madera Engineering

Benefits (Losses Avoided): Benefits – Full sustainability of the basin by 2040 and relaxation of concerns relative to a shortage of groundwater.

Potential Funding (Local Budgets, Grant Funds, etc.): Local funding from water rates which is an impact to the rate payers in a City in which many residents are economically disadvantaged.

Timeline: 3 years to 15 years

Project Priority (High, Medium, Low): High- failure to reach sustainability is a paramount goal for the City and the region.

Action 10. Water Conservation Program Implementation

Hazards Addressed: Drought & Water Shortage, Severe Weather: All

Goals Addressed: 1, 2, 3, 5, 7, 8

Issue/Background (Problem Statement): Water shortage created by drought

Project Description: Implement a multi-pronged water conservation program targeting both residential and commercial sectors to reduce community-wide water usage.

Other Alternatives: Find other ways to encourage water conservation.

Existing Planning Mechanism(s) through which Action Will Be Implemented: Existing Water conservation program

Responsible Office/Partners: Public Works - Water Quality

Benefits (Losses Avoided): Preservation of groundwater supplies

Potential Funding (Local Budgets, Grant Funds, etc.): Local budget, Grant funds

Timeline: Immediately and perpetually

Project Priority (High, Medium, Low): Medium

Action 11. Water Tank Improvements

Hazards Addressed: Drought and Water Shortage, Severe Weather: All, Wildfire,

Goals Addressed: 1, 2, 3, 4, 5, 7, 8

Issue/Background (Problem Statement): This action's goal is to address

- Water tank improvements to sustain water pressure and to maintain consistent (pressure and volume) supply during droughts when well capacity can drop significantly during peak usage times
- Identify and establish additional water storage tanks, wells, and others
- Establish potable water sources for extreme weather conditions

Project Description: Construct tank and large diameter pipe mains that are under design as well as additional tanks as determined are necessary

Other Alternatives: Consider other methods of water storage or do nothing.

Existing Planning Mechanism(s) through which Action Will Be Implemented: 2014 Water System Master Plan

Responsible Office/Partners: City of Madera Engineering

Benefits (Losses Avoided): Reduce potential for community being asked to severely limit water usage as opposed to less restrictive measures. Maintaining consistent water system pressure in times of major need such as peak usage times and fire suppression.

Potential Funding (Local Budgets, Grant Funds, etc.): Local water rates of which would be severely impacted and grants likely through the State

Timeline: 2 years

Project Priority (High, Medium, Low): High – Droughts are not usually identified until they are in progress

Action 12. Update Urban Water Management Plan and Implement Plan Recommendations

Hazards Addressed: Drought and Water Shortage

Goals Addressed: 1, 2, 3, 5, 7, 8

Issue/Background (Problem Statement): The Urban Water Management Plan allows the City to ensure a reliable water supply by evaluating current and future water needs against the availability of water sources.

Project Description: Update Urban Water Management Plan as required by regulation

Other Alternatives: Do not update Urban Water Management Plan

Existing Planning Mechanism(s) through which Action Will Be Implemented: Water Division will hire consultant to update plan

Responsible Office/Partners: Public Works - Water Maintenance and Operations

Benefits (Losses Avoided): Provides framework for addressing water cycle and supply challenges

Potential Funding (Local Budgets, Grant Funds, etc.): Local budget, Grant funds

Timeline: Planning to begin immediately

Project Priority (High, Medium, Low): High

Action 13. Seismic Retrofit Programs

Hazards Addressed: Earthquake/Seismic

Goals Addressed: 1, 2, 3, 7, 8

Issue/Background (Problem Statement): The City of Madera General Plan supports efforts to investigate local seismic and geological hazards and support programs that effectively mitigate these hazards. The City seeks to ensure that new and old/historic structures (including those constructed of unreinforced masonry) are protected from damage caused by earthquakes, geologic conditions, or soil conditions.

Project Description: Evaluate feasibility and implement programs to assist property owners assess seismic vulnerability and provide City resources and/or connect property owners to resources (expertise and/or funding) for purposes of retrofitting existing structures for seismic resiliency. This includes critical facilities, public buildings and structures.

Other Alternatives: Produce City documentation and links to resources, including but not limited to potential grant funding for public educational purposes.

Existing Planning Mechanism(s) through which Action Will Be Implemented: This would be a voluntary program using available resources and which is intended to support property owners, historic preservation efforts, and/or public building and structure safety efforts.

Responsible Office/Partners: City of Madera, Community Development Departments (i.e., Planning, Building and Engineering Departments).

Benefits (Losses Avoided): Reduce damage to existing and/or historic building stock. Protect citizens and increase or prevent loss of structures, improvements and/or property values.

Potential Funding (Local Budgets, Grant Funds, etc.): Local budgets (General Fund) or available grants or state-funded incentive programs (e.g., Earthquake Brace & Bolt [EBB] Program).

Timeline: 1 year to 5 years

Project Priority (High, Medium, Low): Low- According to the California Department of Conservation, Madera is in an area in which there is a 10 percent chance in the next 50 years for an earthquake that would result in "strong" ground shaking (as felt by people) and "light" damage to structures.

Action 14. Conduct Exploratory Studies Regarding Natural Waterways Related to Capacity-building, Bank Stability, and Property Preservation

Hazards Addressed: Flood/Severe Weather: Heavy Rains and Storms

Goals Addressed: 1, 2, 3, 6, 7, 8

Issue/Background (Problem Statement): This Action's goal is to address

- Flood channel and levee inspections – vegetation, rodent control and other issues
- Channel, river, creek, levee embankments – erosion repair and restoration
- Continue modeling and mapping of Fresno River

Project Description: Initiate studies intended to identify those areas along creeks and the Fresno River where channel capacity may be insufficient. As a result of studies, identify and implement mitigation measures, including inspections, intended to address potential for flooding.

Other Alternatives: Do not conduct study. Rely on general observations and limited information from other agencies.

Existing Planning Mechanism(s) through which Action Will Be Implemented: 2014 Storm Drainage System Master Plan. FEMA mapping and ongoing FEMA studies.

Responsible Office/Partners: City of Madera Engineering

Benefits (Losses Avoided): Benefits – reduction in property damage and damage to natural resources as a result of failure of river, creek, channel, or levees.

Potential Funding (Local Budgets, Grant Funds, etc.): Grant funding as there are no local funds of consequence that are available for this type of effort.

Timeline: 1 year to 10 years

Project Priority (High, Medium, Low): Medium

Action 15. Implement Communication System(s) to Ensure Information is Shared Timely and all Citizens have Access.

Hazards Addressed: Multi-hazard (Climate Change, Dam Failure, Drought & Water shortage, Earthquake (w/subhazards), Floods: 1%/0.2% annual chance (w/levee failure), Floods: Localized Stormwater, Severe Weather: Extreme Cold, Freeze, and Snow, Severe Weather: Extreme Heat, Severe Weather: Heavy Rains and Storms (Hail, Lightning, Wind), Severe Weather: High Winds and Tornadoes, Wildfire (w/smoke and air quality))

Goals Addressed: 1, 2, 3, 4, 5, 6, 7, 8

Issue/Background (Problem Statement): Natural disasters and other hazards (like dam failure) frequently cause widespread physical damage to, or trigger the functional failure of, terrestrial communications infrastructure (telephone lines, cellular towers, fiber optics, and power grids). This disruption results in a critical inability for emergency responders from different agencies and jurisdictions to communicate and coordinate effectively (interoperability issues), and for authorities to disseminate timely, accurate, and accessible information to all segments of the public, especially vulnerable populations with access and functional needs. The consequence of these communication failures is often a fragmented response, extended periods of chaos, increased casualties, and greater property damage, thereby hindering the overarching national goal of a secure and resilient community.

Project Description:

- Achieve full voice and data interoperability between all local emergency response agencies.
- Establish redundant and resilient communication pathways by integrating satellite and amateur radio (HAM) capabilities to ensure system survivability during primary infrastructure failures.
- Enhance public information and warning capabilities by integrating all local systems with the FEMA Integrated Public Alert and Warning System (IPAWS) and developing culturally competent messaging templates for diverse populations.

Other Alternatives: To be determined.

Existing Planning Mechanism(s) through which Action Will Be Implemented: Existing radio and telecommunication network to be expanded upon/ hardened/ enhanced.

Responsible Office/Partners: City of Madera, Information Technology Department and Public Works Facilities Department.

Benefits (Losses Avoided): Preventing casualties, Efficient search and rescue, Reducing public confusion and panic.

Potential Funding (Local Budgets, Grant Funds, etc.): Local Budget, Grant Funds

Timeline: Immediately

Project Priority (High, Medium, Low): Medium

Action 16. Backup Power Redundancy & Fuel Tanks for Critical Infrastructure

Hazards Addressed: Multi-hazard for those that can cause power outages (Dam Failure, Drought & Water shortage, Earthquake (w/subhazards), Floods: 1%/0.2% annual chance (w/levee failure), Floods: Localized Stormwater, Severe Weather: Extreme Cold, Freeze, and Snow, Severe Weather: Heavy Rains and Storms (Hail, Lightning, Wind), Severe Weather: High Winds and Tornadoes, Wildfire (w/smoke and air quality))

Goals Addressed: 1, 2, 3, 4, 5, 6, 7, 8

Issue/Background (Problem Statement): During PSPS events city has only the fuel on hand and no storage to keep essential services functioning like water wells, storm lift stations, WWTP and emergency vehicles.

Project Description: Install Diesel 10,000 gallon storage tanks at each Fire station, 10,000 gallon diesel tank at WWTP for power backup and 20,000 fuel tank at Public Works for all other essential vehicles like patrol cars and heavy equipment for debris or hazard removal.

Other Alternatives: Do nothing and have no back up more than a half to full day. Seek emergency priority contracts with private fuel providers.

Existing Planning Mechanism(s) through which Action Will Be Implemented: No current mechanisms in place. Would need to initiate design, procurement and install.

Responsible Office/Partners: Public Works Electrical and Facilities Division

Benefits (Losses Avoided): Fuel for fire and police protection activities, as well enabling major essential infrastructure to continue operations, preventing interruptions to sewer system, water system, essential buildings, etc.

Potential Funding (Local Budgets, Grant Funds, etc.): Local Budget, Grant Funds

Timeline: Immediately

Project Priority (High, Medium, Low): Medium

Action 17. Update Safety Element

Hazards Addressed: Multi-hazard (Climate Change, Dam Failure, Drought & Water shortage, Earthquake (w/subhazards), Floods: 1%/0.2% annual chance (w/levee failure), Floods: Localized Stormwater, Severe **Weather**: Extreme Cold, Freeze, and Snow, Severe Weather: Extreme Heat, Severe Weather: Heavy Rains and Storms (Hail, Lightning, Wind), Severe Weather: High Winds and Tornadoes, Wildfire (w/smoke and air quality))

Goals Addressed: 1, 2, 3, 4, 5, 6, 7, 8

Issue/Background (Problem Statement): The Safety Element of the City of Madera General Plan contains policies directly related to health and safety. The safety element must identify hazards and hazard abatement provisions to guide local decisions related to zoning, subdivisions, and entitlement permits. The safety element should also contain general hazard and risk reduction strategies complementary with those of the Local Hazard Mitigation Plan (LHMP).

Project Description: Update the Safety Element of the City of Madera General Plan in accordance with State of California requirements. This includes but is not limited to performing ongoing evacuation planning and implementation; increasing community outreach, education and awareness (including out-of-town

homeowners, renters, and visitors; increasing training opportunities and exercises; and evaluation of routes and signage.

Other Alternatives: No alternative. The Safety Element is a State-mandated element for all General Plans.

Existing Planning Mechanism(s) through which Action Will Be Implemented: A Safety Element of a General Plan must be updated in accordance with state-mandated cycle updates; every 8 years.

Responsible Office/Partners: City of Madera, Planning Department

Benefits (Losses Avoided): Reduce the potential short and long-term risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, droughts, earthquakes, landslides, climate change, and other hazards.

Potential Funding (Local Budgets, Grant Funds, etc.): Local budget (General Fund) or available grant opportunities.

Timeline: Mandatory every 8 years.

Project Priority (High, Medium, Low): High- The City of Madera is required to update its Safety Element following adoption of the 6th Cycle Housing Element Update and Local Hazard Mitigation Plan (LHMP).

Action 18. Debris Removal, Tree Trimming and Fresno River Restoration.

Hazards Addressed: Drought & Water Storage, Flood/Severe Weather: Heavy Rain and Storms, Multi-Hazard, Wildfire

Goals Addressed: 1, 2, 3, 4, 5, 6, 7, 8

Issue/Background (Problem Statement): The Fresno River contains many dead trees and dry vegetation that causes drain inlets to the river to plug. Dry vegetation is also a dangerous fire accelerant.

Project Description: Perform weed abatement and tree removal on a consistent basis. Back fill sand bridge piers.

Other Alternatives: No action will result in localized flooding and potential fires.

Existing Planning Mechanism(s) through which Action Will Be Implemented: Remove dead vegetation/trees and clear drain inlets.

Responsible Office/Partners: Public Works – Safe and Clean Team

Benefits (Losses Avoided): Reduced flooding. Reduced impact from wildfire/brushfire, reduced property losses, preservation of life.

Potential Funding (Local Budgets, Grant Funds, etc.): Local Budget and Grant Funds

Timeline: Immediate

Project Priority (High, Medium, Low): High

Action 19. Yellow Reflective Border on Traffic Signal Backplates

Hazards Addressed: Multi-Hazard - Nighttime power outages

Goals Addressed: 1, 2, 3, 4, 6, 7, 8

Issue/Background (Problem Statement): In power outages or fog scenarios traffic signal are very hard to see and cause major accidents including fatalities. Reflective backboards help drivers see the intersection very clearly even in worse weather or storms.

Project Description: Replace all existing plain back backplate with yellow reflective safety borders

Other Alternatives: Do nothing

Existing Planning Mechanism(s) through which Action Will Be Implemented: No action plans from the City. Enhance existing traffic light infrastructure.

Responsible Office/Partners: Public-Works Electrical and Facilities Division

Benefits (Losses Avoided): Reduced property damage, limit loss of life/bodily injury.

Potential Funding (Local Budgets, Grant Funds, etc.): Local Budget, Grant Funds

Timeline: Within next 5 years

Project Priority (High, Medium, Low): Medium

Action 20. Heating and Cooling Centers and Buildings of Respite for Vulnerable Population

Hazards Addressed: Severe Weather: Extreme Cold, Freeze, and Snow, Severe Weather: Extreme Heat/wildfire (smoke and air quality)

Goals Addressed: 1, 2, 3, 4, 7, 8

Issue/Background (Problem Statement): The City currently offers basic cooling and warming center services during extreme weather events.

Project Description: Enhance the existing cooling and warming center services by

- Adding transportation and contingency planning
- Establish and equip (clean rooms) safe space/centers to provide relief from poor air quality, especially from wildfire smoke

- Conduct air scrubber inventory and identify key at-risk facilities/populations for installation of air scrubbers and other equipment to reduce air quality impacts

Other Alternatives: Continue basic operations

Existing Planning Mechanism(s) through which Action Will Be Implemented: Heating and Cooling Center Plans

Responsible Office/Partners: Parks and Community Services - Facilities Team

Benefits (Losses Avoided): Better options for the City's vulnerable populations, reduced health impacts/loss of life due to extreme weather and wildfire.

Potential Funding (Local Budgets, Grant Funds, etc.): Local Budget, Grant Funding

Timeline: 1 – 10 years

Project Priority (High, Medium, Low): Medium – High

Action 21. Target Hardening for Extreme Weather and Air Quality for Public Infrastructure and Buildings

Hazards Addressed: Severe Weather: Extreme Heat/Extreme Cold, Freeze, and Snow

Goals Addressed: 1, 2, 3, 7, 8

Issue/Background(Problem Statement): The City's buildings, critical facilities, and infrastructure are at risk of damage from extreme weather. For example, exterior plumbing fixtures can freeze during extreme cold and cooling equipment can fail in extreme heat.

Project Description: Identify critical facilities that need hardening from extreme weather events. Enhancements can include but are not limited to: protecting plumbing fixtures from freeze, providing air scrubbers/clean air spaces in City buildings, taking measures to protect roadways, ensuring air conditioning/heating equipment is maintained and replaced as necessary to avoid failures during extreme temperatures, and exploring redundancy options if facilities, buildings, or infrastructure fail during extreme weather events.

Other Alternatives: Do not harden public infrastructure and buildings

Existing Planning Mechanism(s) through which Action Will Be Implemented: None, will need to adopt procedures/plans to address vulnerabilities and take action.

Responsible Office/Partners: Public Works – Facilities Division, Water Division, Streets Division

Benefits (Losses Avoided): Preventative measures can be taken to reduce property damage losses, reduce insurance claims, ensure consistent services to the community during extreme weather events.

Potential Funding (Local Budgets, Grant Funds, etc.): Local budget, Grant funds

Timeline: Immediately and perpetually

Project Priority (High, Medium, Low): Medium

Action 22. Grade Separation for Railroad Lines

Hazards Addressed: Multi-hazard (Climate Change, Dam Failure, Drought & Water shortage, Earthquake (w/subhazards), Floods: 1%/0.2% annual chance (w/levee failure), Floods: Localized Stormwater, Severe **Weather**: Extreme Cold, Freeze, and Snow, Severe Weather: Extreme Heat, Severe Weather: Heavy Rains and Storms (Hail, Lightning, Wind), Severe Weather: High Winds and Tornadoes, Wildfire (w/smoke and air quality))

Goals Addressed: 1, 2, 3, 4, 5, 6, 7, 8

Issue/Background (Problem Statement): The City is bisected by a Class I Union Pacific Railroad mainline that carries significant freight traffic through the heart of the community. The railroad includes numerous at-grade crossings with limited grade-separated alternatives, resulting in substantial mobility and safety challenges. During emergencies, frequent train activity, often occurring during peak traffic periods, causes roadway blockages that impede the timely response of emergency vehicles. This issue is particularly critical given that the City operates a single police department and three fire stations to serve the entire community. When crossings are occupied, emergency responders may be forced to reroute, resulting in delayed response times and reduced access to residents and businesses located on the opposite side of the tracks. The limited number of grade-separated crossings significantly constrains the City's ability to provide consistent and reliable emergency response, underscoring the need for mitigation measures such as additional grade separations to ensure public safety and improve community resilience.

Project Description: Grade separation to ensure timely emergency response times. Implementing grade separation improvements along the UPRR corridor will directly address these vulnerabilities. The proposed project will enhance emergency access, reduce congestion, and improve the reliability of critical transportation routes used by first responders. This effort aligns with FEMA's hazard mitigation priorities by proactively reducing risk to life, safety, and property; ensuring continued access for emergency services; and improving the community's overall resilience to both everyday incidents and large-scale disasters.

Other Alternatives: Add additional fire and police stations, including personnel

Existing Planning Mechanism(s) through which Action Will Be Implemented: The City is currently preparing a grade separation study with funding from the Federal Railroad Administration

Responsible Office/Partners: City, Caltrans, Union Pacific Railroad

Benefits (Losses Avoided): Implementation of this project will provide substantial safety, mobility, and emergency response benefits for the community. By reducing the frequency and duration of roadway blockages caused by train activity, grade separation improvements along the UPRR corridor will eliminate a major barrier that currently disrupts traffic flow and emergency service delivery across the City. The

primary benefits include avoided loss of life, reduced emergency response times, improved access for first responders, and decreased property losses resulting from delayed emergency interventions.

Over the long term, the avoided losses associated with improved emergency response, reduced collision risk, and enhanced mobility will far exceed the cost of planning and implementing grade separation improvements. The project strengthens the City's overall disaster resilience by ensuring that emergency access routes remain functional during both routine rail operations and large-scale emergencies such as fires, floods, or earthquakes. These outcomes are consistent with FEMA's mission to reduce risk to life and property through proactive mitigation measures and infrastructure resilience investments.

Potential Funding (Local Budgets, Grant Funds, etc.): Federal Railroad Administration, Local Transportation Tax (Measure T), Development Impact Fees, State and Federal Grants

Timeline: 5-10

Project Priority (High, Medium, Low): High

Appendix C – Adoption Resolution

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-1

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for October 10 to November 6, 2026.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of October 10 to November 6, 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	46624 – 46930	$6,253,542.90

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$1,771,628.98
SDI	EDD	$6,550.18
CalPERS Payment	CalPERS	$334,524.53

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2026/2027 Adopted Budget and released for payment every Monday. Each demand has been audited, and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2026/2027 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

November 18, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46624	10/15/2026	WWTP	SUNE GIL HOLDINGS, LLC.	SOLAR ELECTRIC UTILITIES 08/26	27,803.97
46625	10/15/2026	MEAS K - PD	WILSON'S POWERSPORTS	BMW 1250 - SERVICE	576.20
46626	10/15/2026	Parks	DAVE BANG ASSOCIATES, INC. OF CALIFORNIA	LTC PARK DUGOUT BENCHES	5,029.53
46626	10/15/2026	Parks	DAVE BANG ASSOCIATES, INC. OF CALIFORNIA	PARKS PLAYGROUND REPAIRS	2,650.39
46627	10/15/2026	Animal Control	CENTRAL VALLEY VETERINARY CLINIC	VETERINARY SERVICES	300.00
46628	10/15/2026	Water Capital Outlay	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	40,532.25
46629	10/15/2026	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS	1,000.00
46630	10/15/2026	Parks Administration	ACTIVE NETWORK LLC	ACTIVENET REFRESHER TRAINING	1,400.00
46631	10/15/2026	PD Operations	LAW & ASSOCIATES INVESTIGATIONS	EMPLOYMENT BACKGROUND	800.00
46632	10/15/2026	Sewer Mtnc/Operations	ANDERSON PUMP COMPANY	FAIRGROUND LIFT STATION PUMP REBUILD	4,246.10
46633	10/15/2026	PD Operations	PACIFIC RECORDS MANAGEMENT	SHREDDING SERVICES	1,104.00
46634	10/15/2026	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	302.28
46635	10/15/2026	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARN. ORDER FOR 09/25/26 PAYROLL	180.00
46635	10/15/2026	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARN. ORDER FOR 10/09/26 PAYROLL	37.05
46636	10/15/2026	MEAS K - FIRE	ROGUE FITNESS	HEALTH & WELLNESS	4,329.99
46637	10/15/2026	PD Operations	CV FORENSIC NURSING SPECIALISTS	EXAM - 26M-05073	1,000.00
46638	10/15/2026	COMPUTER MAINT	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES - IT	591.42
46638	10/15/2026	Computer Replacement	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES - IT	1,461.67
46639	10/15/2026	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP #2 NON-MEDIAN LANDSCAPE MAINTENANCE	7,415.73
46639	10/15/2026	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP #3 MEDIAN LANDSCAPE MAINTENANCE	16,454.82
46639	10/15/2026	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP #2 NON-MEDIAN LANDSCAPE MAINTENANCE	7,415.73
46639	10/15/2026	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP #3 MEDIAN LANDSCAPE MAINTENANCE	16,454.82
46639	10/15/2026	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP #1 DOWNTOWN LANDSCAPE MAINTENANCE	1,335.16
46640	10/15/2026	FAU CMAQ	THE MADERA MAIL DROP	PLAN & SPECS PRINTING	56.00
46641	10/15/2026	Fire	ADVANCED AUTOMOTIVE LLC	VEHICLE REPAIRS - E-656	3,094.95
46642	10/15/2026	PD Operations	LAW DOG K9	K9 VENDOR TRAINING K9 VENDOR TRAINING	700.00
46642	10/15/2026	PD Operations	LAW DOG K9	VENDOR TRAINING	700.00
46643	10/15/2026	Airport Capital Projects	BRANDLEY ENGINEERING INC	PROFESSIONAL ENGINEERING SVS	30,668.50
46644	10/15/2026	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	225.86
46645	10/15/2026	HR/RISK MGT	NEOGOV	NEOGOV ANNUAL LICENSING	8,431.62
46645	10/15/2026	Computer Replacement	NEOGOV	NEOGOV ANNUAL LICENSING	74,957.20
46646	10/15/2026	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	39.00
46646	10/15/2026	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	39.00
46646	10/15/2026	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	351.00
46646	10/15/2026	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	78.00
46646	10/15/2026	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	117.00

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46646	10/15/2026	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	78.00
46646	10/15/2026	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	39.00
46646	10/15/2026	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	19.50
46646	10/15/2026	WATER CONSERV	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	4.88
46646	10/15/2026	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	9.75
46646	10/15/2026	Water Quality Control	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	4.87
46646	10/15/2026	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	39.00
46646	10/15/2026	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	39.00
46647	10/15/2026	HR/RISK MGT	SOLIS CATERING SERVICE	EMPLOYEE ONBOARDING LUNCH	866.00
46647	10/15/2026	HR/RISK MGT	SOLIS CATERING SERVICE	HEATH BENEFITS FAIR FOOD & BEVERAGES	2,652.12
46648	10/15/2026	MEAS K - PD	ULINE, INC.	PROPERTY & EVICENCE ROOM REDO ITEMS	1,251.73
46649	10/15/2026	Dicks Sport. Goods Grant	FENCE FACTORY RENTALS	TEMPORARY FENCE RENTAL	78.00
46650	10/15/2026	AIRPORT OPS	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	827.09
46650	10/15/2026	Central Admin	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	2,240.75
46650	10/15/2026	Comm & Rec Centers	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	8,048.99
46650	10/15/2026	COMPUTER MAINT	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	264.37
46650	10/15/2026	Engineering	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	1,567.50
46650	10/15/2026	Finance	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	264.37
46650	10/15/2026	INTERMODAL BLDG	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	920.13
46650	10/15/2026	Parks	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	87.55
46650	10/15/2026	Sewer Mtnc/Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	257.50
46650	10/15/2026	SOLID WASTE	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	1,964.02
46650	10/15/2026	TRANS - FIXED	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	890.25
46650	10/15/2026	TRANS - DAR	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	890.25
46650	10/15/2026	UB - Garbage	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	264.37
46650	10/15/2026	UB - Water	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	264.37
46650	10/15/2026	WWTP	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	1,138.86
46650	10/15/2026	MEAS K - PD	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	1,092.83
46650	10/15/2026	PD Operations	CCS FACILITY SERVICES - FRESNO, INC.	JANITORIAL SERVICES 09/26	4,518.61
46651	10/15/2026	LTF - Streets	WESTWOOD PROFESSIONAL SERVICES, INC.	CONSULTING SERVICES	4,332.77
46651	10/15/2026	Prop 68 Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	CONSULTING SERVICES	6,153.44
46651	10/15/2026	CDBG Public Improvement	WESTWOOD PROFESSIONAL SERVICES, INC.	CONSULTING SERVICES	3,908.30
46651	10/15/2026	Special Legislative Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	CONSULTING SERVICES	6,436.25
46651	10/15/2026	OLRP GRANT	WESTWOOD PROFESSIONAL SERVICES, INC.	CONSULTING SERVICES	2,162.50
46651	10/15/2026	Sunset Park Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	CONSULTING SERVICES	1,406.81
46652	10/15/2026	HR/RISK MGT	COLD STONE CREAMERY	ONBOARDING EVENT ICE CREAM	1,498.00

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46653	10/15/2026	MEAS K - PD	CRESCO	PROPERTY & EVIDENCE REFRIGERATOR	8,281.07
46654	10/15/2026	Fire	FIRE APPARATUS SOLUTIONS	REPAIR WORK - E-257	3,186.42
46654	10/15/2026	Fire	FIRE APPARATUS SOLUTIONS	REPAIR WORK - T-58	2,586.37
46654	10/15/2026	Fire	FIRE APPARATUS SOLUTIONS	EMERGENCY REPAIRS - E-58	28,981.17
46655	10/15/2026	LTF - Streets	ROOT & BOUGH ENTERPRISES, INC.	TREE INSPECTIONS	650.00
46656	10/15/2026	WWTP	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC	DEWATERING SLUDGE HAULING	48,453.62
46657	10/15/2026	Computer Replacement	HOWARD TECHNOLOGY SOLUTIONS	COMPUTER HARDWARE AND PERIPHERALS	10,028.28
46657	10/15/2026	Computer Replacement	HOWARD TECHNOLOGY SOLUTIONS	TABLET COVER	189.44
46657	10/15/2026	Computer Replacement	HOWARD TECHNOLOGY SOLUTIONS	COMPUTER HARDWARE AND PERIPHERALS FOR MICRO	9,693.79
46657	10/15/2026	Computer Replacement	HOWARD TECHNOLOGY SOLUTIONS	TABLET KEYBOARD	384.29
46657	10/15/2026	Computer Replacement	HOWARD TECHNOLOGY SOLUTIONS	CAMERAS - FIRE DEPARTMENT	1,952.83
46657	10/15/2026	Computer Replacement	HOWARD TECHNOLOGY SOLUTIONS	NETWORK CAMERA - IT	653.83
46658	10/15/2026	Fleet Acquisition	FRESNO EQUIPMENT CO.	REARS SPRAYER #5518	15,655.28
46659	10/15/2026	WWTP	FERGUSON ENTERPRISES, LLC	PRIMARY CHANNEL FITTINGS	7,455.68
46660	10/15/2026	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,856.00
46660	10/15/2026	Water Quality Control	DELLAVALLE LABORATORY,INC.	WATER ANALYSIS - BACTERIOLOGY	36.00
46661	10/15/2026	Building	AT&T	05/26 CALNET SERVICES 9391026390	34.97
46661	10/15/2026	Building	AT&T	06/26 CALNET SERVICES 9391026390	34.97
46661	10/15/2026	Building	AT&T	07/26 CALNET SERVICES 9391026390	34.97
46661	10/15/2026	Building	AT&T	08/26 CALNET SERVICES 9391026390	34.97
46661	10/15/2026	Building	AT&T	05/26 CALNET SERVICES 9391031577	30.44
46661	10/15/2026	Building	AT&T	06/26 CALNET SERVICES 9391031577	30.29
46661	10/15/2026	Building	AT&T	07/26 CALNET SERVICES 9391031577	30.29
46661	10/15/2026	City Attorney	AT&T	05/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Attorney	AT&T	06/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Attorney	AT&T	07/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Attorney	AT&T	08/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Attorney	AT&T	05/26 CALNET SERVICES 9391031577	8.68
46661	10/15/2026	City Attorney	AT&T	06/26 CALNET SERVICES 9391031577	8.64
46661	10/15/2026	City Attorney	AT&T	07/26 CALNET SERVICES 9391031577	8.64
46661	10/15/2026	City Clerk's Office	AT&T	05/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Clerk's Office	AT&T	06/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Clerk's Office	AT&T	07/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Clerk's Office	AT&T	08/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Clerk's Office	AT&T	05/26 CALNET SERVICES 9391031577	8.68
46661	10/15/2026	City Clerk's Office	AT&T	06/26 CALNET SERVICES 9391031577	8.64

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46661	10/15/2026	City Clerk's Office	AT&T	07/26 CALNET SERVICES 9391031577	8.64
46661	10/15/2026	COMPUTER MAINT	AT&T	05/26 CALNET SERVICES 9391026390	19.98
46661	10/15/2026	COMPUTER MAINT	AT&T	06/26 CALNET SERVICES 9391026390	19.98
46661	10/15/2026	COMPUTER MAINT	AT&T	07/26 CALNET SERVICES 9391026390	19.98
46661	10/15/2026	COMPUTER MAINT	AT&T	08/26 CALNET SERVICES 9391026390	19.98
46661	10/15/2026	COMPUTER MAINT	AT&T	05/26 CALNET SERVICES 9391031577	17.39
46661	10/15/2026	COMPUTER MAINT	AT&T	06/26 CALNET SERVICES 9391031577	17.30
46661	10/15/2026	COMPUTER MAINT	AT&T	07/26 CALNET SERVICES 9391031577	17.30
46661	10/15/2026	Engineering	AT&T	05/26 CALNET SERVICES 9391026390	69.93
46661	10/15/2026	Engineering	AT&T	06/26 CALNET SERVICES 9391026390	69.93
46661	10/15/2026	Engineering	AT&T	07/26 CALNET SERVICES 9391026390	69.93
46661	10/15/2026	Engineering	AT&T	08/26 CALNET SERVICES 9391026390	69.93
46661	10/15/2026	Engineering	AT&T	05/26 CALNET SERVICES 9391031577	60.88
46661	10/15/2026	Engineering	AT&T	06/26 CALNET SERVICES 9391031577	60.57
46661	10/15/2026	Engineering	AT&T	07/26 CALNET SERVICES 9391031577	60.57
46661	10/15/2026	Finance	AT&T	05/26 CALNET SERVICES 9391026390	54.94
46661	10/15/2026	Finance	AT&T	06/26 CALNET SERVICES 9391026390	54.94
46661	10/15/2026	Finance	AT&T	07/26 CALNET SERVICES 9391026390	54.94
46661	10/15/2026	Finance	AT&T	08/26 CALNET SERVICES 9391026390	54.94
46661	10/15/2026	Finance	AT&T	05/26 CALNET SERVICES 9391031577	47.83
46661	10/15/2026	Finance	AT&T	06/26 CALNET SERVICES 9391031577	47.59
46661	10/15/2026	Finance	AT&T	07/26 CALNET SERVICES 9391031577	47.59
46661	10/15/2026	GRANT OVERSIGHT	AT&T	05/26 CALNET SERVICES 9391026390	19.98
46661	10/15/2026	GRANT OVERSIGHT	AT&T	06/26 CALNET SERVICES 9391026390	19.98
46661	10/15/2026	GRANT OVERSIGHT	AT&T	07/26 CALNET SERVICES 9391026390	19.98
46661	10/15/2026	GRANT OVERSIGHT	AT&T	08/26 CALNET SERVICES 9391026390	19.98
46661	10/15/2026	GRANT OVERSIGHT	AT&T	05/26 CALNET SERVICES 9391031577	17.39
46661	10/15/2026	GRANT OVERSIGHT	AT&T	06/26 CALNET SERVICES 9391031577	17.30
46661	10/15/2026	GRANT OVERSIGHT	AT&T	07/26 CALNET SERVICES 9391031577	17.30
46661	10/15/2026	HR/RISK MGT	AT&T	05/26 CALNET SERVICES 9391026390	14.96
46661	10/15/2026	HR/RISK MGT	AT&T	06/26 CALNET SERVICES 9391026390	14.96
46661	10/15/2026	HR/RISK MGT	AT&T	07/26 CALNET SERVICES 9391026390	14.96
46661	10/15/2026	HR/RISK MGT	AT&T	08/26 CALNET SERVICES 9391026390	14.96
46661	10/15/2026	HR/RISK MGT	AT&T	05/26 CALNET SERVICES 9391031577	13.02
46661	10/15/2026	HR/RISK MGT	AT&T	06/26 CALNET SERVICES 9391031577	12.96
46661	10/15/2026	HR/RISK MGT	AT&T	07/26 CALNET SERVICES 9391031577	12.96

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46661	10/15/2026	Planning	AT&T	05/26 CALNET SERVICES 9391026390	24.96
46661	10/15/2026	Planning	AT&T	06/26 CALNET SERVICES 9391026390	24.96
46661	10/15/2026	Planning	AT&T	07/26 CALNET SERVICES 9391026390	24.96
46661	10/15/2026	Planning	AT&T	08/26 CALNET SERVICES 9391026390	24.96
46661	10/15/2026	Planning	AT&T	05/26 CALNET SERVICES 9391031577	21.73
46661	10/15/2026	Planning	AT&T	06/26 CALNET SERVICES 9391031577	21.62
46661	10/15/2026	Planning	AT&T	07/26 CALNET SERVICES 9391031577	21.62
46661	10/15/2026	UB - Garbage	AT&T	05/26 CALNET SERVICES 9391026390	16.22
46661	10/15/2026	UB - Garbage	AT&T	06/26 CALNET SERVICES 9391026390	16.22
46661	10/15/2026	UB - Garbage	AT&T	07/26 CALNET SERVICES 9391026390	16.22
46661	10/15/2026	UB - Garbage	AT&T	08/26 CALNET SERVICES 9391026390	16.22
46661	10/15/2026	UB - Garbage	AT&T	05/26 CALNET SERVICES 9391031577	14.13
46661	10/15/2026	UB - Garbage	AT&T	06/26 CALNET SERVICES 9391031577	14.05
46661	10/15/2026	UB - Garbage	AT&T	07/26 CALNET SERVICES 9391031577	14.05
46661	10/15/2026	UB - Sewer	AT&T	05/26 CALNET SERVICES 9391026390	16.23
46661	10/15/2026	UB - Sewer	AT&T	06/26 CALNET SERVICES 9391026390	16.23
46661	10/15/2026	UB - Sewer	AT&T	07/26 CALNET SERVICES 9391026390	16.23
46661	10/15/2026	UB - Sewer	AT&T	08/26 CALNET SERVICES 9391026390	16.23
46661	10/15/2026	UB - Sewer	AT&T	05/26 CALNET SERVICES 9391031577	14.13
46661	10/15/2026	UB - Sewer	AT&T	06/26 CALNET SERVICES 9391031577	14.06
46661	10/15/2026	UB - Sewer	AT&T	07/26 CALNET SERVICES 9391031577	14.06
46661	10/15/2026	UB - Water	AT&T	05/26 CALNET SERVICES 9391026390	32.52
46661	10/15/2026	UB - Water	AT&T	06/26 CALNET SERVICES 9391026390	32.52
46661	10/15/2026	UB - Water	AT&T	07/26 CALNET SERVICES 9391026390	32.52
46661	10/15/2026	UB - Water	AT&T	08/26 CALNET SERVICES 9391026390	32.52
46661	10/15/2026	UB - Water	AT&T	05/26 CALNET SERVICES 9391031577	28.31
46661	10/15/2026	UB - Water	AT&T	06/26 CALNET SERVICES 9391031577	28.17
46661	10/15/2026	UB - Water	AT&T	07/26 CALNET SERVICES 9391031577	28.17
46661	10/15/2026	City Manager	AT&T	05/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Manager	AT&T	06/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Manager	AT&T	07/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Manager	AT&T	08/26 CALNET SERVICES 9391026390	9.97
46661	10/15/2026	City Manager	AT&T	05/26 CALNET SERVICES 9391031577	8.68
46661	10/15/2026	City Manager	AT&T	06/26 CALNET SERVICES 9391031577	8.64
46661	10/15/2026	City Manager	AT&T	07/26 CALNET SERVICES 9391031577	8.64
46661	10/15/2026	Parks Administration	AT&T	07/26 CALNET SERVICES 9391031580	290.30

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46661	10/15/2026	Comm & Rec Centers	AT&T	06/26 CALNET SERVICES 9391026391	313.00
46661	10/15/2026	Comm & Rec Centers	AT&T	07/26 CALNET SERVICES 9391026391	313.04
46661	10/15/2026	Comm & Rec Centers	AT&T	08/26 CALNET SERVICES 9391026391	293.72
46661	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391059143	4,000.77
46661	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391084616	575.74
46661	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391026414	380.90
46661	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391026414	351.57
46661	10/15/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391026414	369.66
46661	10/15/2026	PD Operations	AT&T	06/26 CALNET SERVICES 9391059143	4,000.77
46661	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391059143	4,000.77
46661	10/15/2026	PD Operations	AT&T	06/26 CALNET SERVICES 9391084616	800.95
46661	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391084616	958.20
46662	10/15/2026	Building	AT&T	08/26 CALNET SERVICES 9391031577	27.85
46662	10/15/2026	City Attorney	AT&T	08/26 CALNET SERVICES 9391031577	7.94
46662	10/15/2026	City Clerk's Office	AT&T	08/26 CALNET SERVICES 9391031577	7.94
46662	10/15/2026	COMPUTER MAINT	AT&T	08/26 CALNET SERVICES 9391031577	15.91
46662	10/15/2026	Engineering	AT&T	08/26 CALNET SERVICES 9391031577	55.70
46662	10/15/2026	Facilities Maintenance	AT&T	08/26 CALNET SERVICES 9391026394	22.59
46662	10/15/2026	Facilities Maintenance	AT&T	05/26 CALNET SERVICES 9391026394	24.78
46662	10/15/2026	Facilities Maintenance	AT&T	06/26 CALNET SERVICES 9391026394	24.65
46662	10/15/2026	Facilities Maintenance	AT&T	07/26 CALNET SERVICES 9391026394	24.70
46662	10/15/2026	Finance	AT&T	08/26 CALNET SERVICES 9391031577	43.76
46662	10/15/2026	Fleet Maintenance	AT&T	08/26 CALNET SERVICES 9391026394	15.08
46662	10/15/2026	Fleet Maintenance	AT&T	05/26 CALNET SERVICES 9391026394	16.55
46662	10/15/2026	Fleet Maintenance	AT&T	06/26 CALNET SERVICES 9391026394	16.46
46662	10/15/2026	Fleet Maintenance	AT&T	07/26 CALNET SERVICES 9391026394	16.49
46662	10/15/2026	GRANT OVERSIGHT	AT&T	08/26 CALNET SERVICES 9391031577	15.91
46662	10/15/2026	HR/RISK MGT	AT&T	08/26 CALNET SERVICES 9391031577	11.91
46662	10/15/2026	Planning	AT&T	08/26 CALNET SERVICES 9391031577	19.88
46662	10/15/2026	STREETS	AT&T	08/26 CALNET SERVICES 9391026394	37.67
46662	10/15/2026	STREETS	AT&T	05/26 CALNET SERVICES 9391026394	41.34
46662	10/15/2026	STREETS	AT&T	06/26 CALNET SERVICES 9391026394	41.10
46662	10/15/2026	STREETS	AT&T	07/26 CALNET SERVICES 9391026394	41.19
46662	10/15/2026	Sewer Mtnc/Operations	AT&T	08/26 CALNET SERVICES 9391026394	26.35
46662	10/15/2026	Sewer Mtnc/Operations	AT&T	05/26 CALNET SERVICES 9391026394	28.91
46662	10/15/2026	Sewer Mtnc/Operations	AT&T	06/26 CALNET SERVICES 9391026394	28.75

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46662	10/15/2026	Sewer Mtnc/Operations	AT&T	07/26 CALNET SERVICES 9391026394	28.81
46662	10/15/2026	SOLID WASTE	AT&T	08/26 CALNET SERVICES 9391026394	30.12
46662	10/15/2026	SOLID WASTE	AT&T	05/26 CALNET SERVICES 9391026394	33.06
46662	10/15/2026	SOLID WASTE	AT&T	06/26 CALNET SERVICES 9391026394	32.84
46662	10/15/2026	SOLID WASTE	AT&T	07/26 CALNET SERVICES 9391026394	32.92
46662	10/15/2026	UB - Garbage	AT&T	08/26 CALNET SERVICES 9391026394	7.53
46662	10/15/2026	UB - Garbage	AT&T	08/26 CALNET SERVICES 9391031577	12.94
46662	10/15/2026	UB - Garbage	AT&T	05/26 CALNET SERVICES 9391026394	8.26
46662	10/15/2026	UB - Garbage	AT&T	06/26 CALNET SERVICES 9391026394	8.22
46662	10/15/2026	UB - Garbage	AT&T	07/26 CALNET SERVICES 9391026394	8.23
46662	10/15/2026	UB - Sewer	AT&T	08/26 CALNET SERVICES 9391026394	7.53
46662	10/15/2026	UB - Sewer	AT&T	08/26 CALNET SERVICES 9391031577	12.93
46662	10/15/2026	UB - Sewer	AT&T	05/26 CALNET SERVICES 9391026394	8.26
46662	10/15/2026	UB - Sewer	AT&T	06/26 CALNET SERVICES 9391026394	8.22
46662	10/15/2026	UB - Sewer	AT&T	07/26 CALNET SERVICES 9391026394	8.23
46662	10/15/2026	UB - Water	AT&T	08/26 CALNET SERVICES 9391026394	15.08
46662	10/15/2026	UB - Water	AT&T	08/26 CALNET SERVICES 9391031577	25.91
46662	10/15/2026	UB - Water	AT&T	05/26 CALNET SERVICES 9391026394	16.55
46662	10/15/2026	UB - Water	AT&T	06/26 CALNET SERVICES 9391026394	16.46
46662	10/15/2026	UB - Water	AT&T	07/26 CALNET SERVICES 9391026394	16.49
46662	10/15/2026	Water Mtnc/Operations	AT&T	08/26 CALNET SERVICES 9391026394	33.88
46662	10/15/2026	Water Mtnc/Operations	AT&T	05/26 CALNET SERVICES 9391026394	37.18
46662	10/15/2026	Water Mtnc/Operations	AT&T	06/26 CALNET SERVICES 9391026394	36.97
46662	10/15/2026	Water Mtnc/Operations	AT&T	07/26 CALNET SERVICES 9391026394	37.04
46662	10/15/2026	Water Quality Control	AT&T	08/26 CALNET SERVICES 9391026394	15.08
46662	10/15/2026	Water Quality Control	AT&T	05/26 CALNET SERVICES 9391026394	16.55
46662	10/15/2026	Water Quality Control	AT&T	06/26 CALNET SERVICES 9391026394	16.46
46662	10/15/2026	Water Quality Control	AT&T	07/26 CALNET SERVICES 9391026394	16.49
46662	10/15/2026	WWTP	AT&T	08/26 CALNET SERVICES 9391026394	22.59
46662	10/15/2026	WWTP	AT&T	05/26 CALNET SERVICES 9391026394	24.78
46662	10/15/2026	WWTP	AT&T	06/26 CALNET SERVICES 9391026394	24.65
46662	10/15/2026	WWTP	AT&T	07/26 CALNET SERVICES 9391026394	24.70
46662	10/15/2026	City Manager	AT&T	08/26 CALNET SERVICES 9391031577	7.94
46662	10/15/2026	Purchasing	AT&T	08/26 CALNET SERVICES 9391026394	22.59
46662	10/15/2026	Purchasing	AT&T	05/26 CALNET SERVICES 9391026394	24.78
46662	10/15/2026	Purchasing	AT&T	06/26 CALNET SERVICES 9391026394	24.65

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46662	10/15/2026	Purchasing	AT&T	07/26 CALNET SERVICES 9391026394	24.70
46662	10/15/2026	Parks Administration	AT&T	08/26 CALNET SERVICES 9391031580	275.99
46662	10/15/2026	Parks Administration	AT&T	09/26 CALNET SERVICES 9391031580	284.87
46662	10/15/2026	Sewer Mtnc/Operations	AT&T	07/26 CALNET SERVICES 9391031570	193.44
46662	10/15/2026	Sewer Mtnc/Operations	AT&T	08/26 CALNET SERVICES 9391031577	193.44
46662	10/15/2026	Sewer Mtnc/Operations	AT&T	09/26 CALNET SERVICES 9391031570	193.44
46662	10/15/2026	Comm & Rec Centers	AT&T	07/26 CALNET SERVICES 9391026396	263.65
46662	10/15/2026	Comm & Rec Centers	AT&T	08/26 CALNET SERVICES 9391026396	265.76
46662	10/15/2026	Comm & Rec Centers	AT&T	06/26 CALNET SERVICES 9391026396	267.57
46662	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391064552	287.87
46662	10/15/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391064552	287.87
46662	10/15/2026	PD Operations	AT&T	06/26 CALNET SERVICES 9391031579	288.26
46662	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391031579	288.26
46662	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391031579	264.95
46662	10/15/2026	PD Operations	AT&T	06/26 CALNET SERVICES 9391064552	287.87
46662	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391064552	287.87
46663	10/15/2026	Building	AT&T	05/26 CALNET SERVICES 9391031559	18.77
46663	10/15/2026	Building	AT&T	06/26 CALNET SERVICES 9391031559	18.77
46663	10/15/2026	Building	AT&T	07/26 CALNET SERVICES 9391031559	18.77
46663	10/15/2026	Building	AT&T	08/26 CALNET SERVICES 9391031559	18.77
46663	10/15/2026	City Attorney	AT&T	05/26 CALNET SERVICES 9391031559	7.04
46663	10/15/2026	City Attorney	AT&T	06/26 CALNET SERVICES 9391031559	7.04
46663	10/15/2026	City Attorney	AT&T	07/26 CALNET SERVICES 9391031559	7.04
46663	10/15/2026	City Attorney	AT&T	08/26 CALNET SERVICES 9391031559	7.04
46663	10/15/2026	City Clerk's Office	AT&T	05/26 CALNET SERVICES 9391031559	4.69
46663	10/15/2026	City Clerk's Office	AT&T	06/26 CALNET SERVICES 9391031559	4.69
46663	10/15/2026	City Clerk's Office	AT&T	07/26 CALNET SERVICES 9391031559	4.69
46663	10/15/2026	City Clerk's Office	AT&T	08/26 CALNET SERVICES 9391031559	4.69
46663	10/15/2026	COMPUTER MAINT	AT&T	05/26 CALNET SERVICES 9391031559	2.35
46663	10/15/2026	COMPUTER MAINT	AT&T	06/26 CALNET SERVICES 9391031559	2.35
46663	10/15/2026	COMPUTER MAINT	AT&T	07/26 CALNET SERVICES 9391031559	2.35
46663	10/15/2026	COMPUTER MAINT	AT&T	08/26 CALNET SERVICES 9391031559	2.35
46663	10/15/2026	Engineering	AT&T	05/26 CALNET SERVICES 9391031559	35.20
46663	10/15/2026	Engineering	AT&T	06/26 CALNET SERVICES 9391031559	35.20
46663	10/15/2026	Engineering	AT&T	07/26 CALNET SERVICES 9391031559	35.20
46663	10/15/2026	Engineering	AT&T	08/26 CALNET SERVICES 9391031559	35.20

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46663	10/15/2026	Facilities Maintenance	AT&T	07/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	Facilities Maintenance	AT&T	08/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	Facilities Maintenance	AT&T	05/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	Facilities Maintenance	AT&T	06/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	Finance	AT&T	05/26 CALNET SERVICES 9391031559	23.47
46663	10/15/2026	Finance	AT&T	06/26 CALNET SERVICES 9391031559	23.47
46663	10/15/2026	Finance	AT&T	07/26 CALNET SERVICES 9391031559	23.47
46663	10/15/2026	Finance	AT&T	08/26 CALNET SERVICES 9391031559	23.47
46663	10/15/2026	Fleet Maintenance	AT&T	07/26 CALNET SERVICES 9391031564	9.20
46663	10/15/2026	Fleet Maintenance	AT&T	08/26 CALNET SERVICES 9391031564	9.20
46663	10/15/2026	Fleet Maintenance	AT&T	05/26 CALNET SERVICES 9391031564	9.20
46663	10/15/2026	Fleet Maintenance	AT&T	06/26 CALNET SERVICES 9391031564	9.20
46663	10/15/2026	GRANT OVERSIGHT	AT&T	05/26 CALNET SERVICES 9391031559	11.73
46663	10/15/2026	GRANT OVERSIGHT	AT&T	06/26 CALNET SERVICES 9391031559	11.73
46663	10/15/2026	GRANT OVERSIGHT	AT&T	07/26 CALNET SERVICES 9391031559	11.73
46663	10/15/2026	GRANT OVERSIGHT	AT&T	08/26 CALNET SERVICES 9391031559	11.73
46663	10/15/2026	HR/RISK MGT	AT&T	05/26 CALNET SERVICES 9391031559	7.04
46663	10/15/2026	HR/RISK MGT	AT&T	06/26 CALNET SERVICES 9391031559	7.04
46663	10/15/2026	HR/RISK MGT	AT&T	07/26 CALNET SERVICES 9391031559	7.04
46663	10/15/2026	HR/RISK MGT	AT&T	08/26 CALNET SERVICES 9391031559	7.04
46663	10/15/2026	Planning	AT&T	05/26 CALNET SERVICES 9391031559	11.73
46663	10/15/2026	Planning	AT&T	06/26 CALNET SERVICES 9391031559	11.73
46663	10/15/2026	Planning	AT&T	07/26 CALNET SERVICES 9391031559	11.73
46663	10/15/2026	Planning	AT&T	08/26 CALNET SERVICES 9391031559	11.73
46663	10/15/2026	STREETS	AT&T	07/26 CALNET SERVICES 9391031564	23.01
46663	10/15/2026	STREETS	AT&T	08/26 CALNET SERVICES 9391031564	23.01
46663	10/15/2026	STREETS	AT&T	05/26 CALNET SERVICES 9391031564	23.01
46663	10/15/2026	STREETS	AT&T	06/26 CALNET SERVICES 9391031564	23.01
46663	10/15/2026	Sewer Mtnc/Operations	AT&T	07/26 CALNET SERVICES 9391031564	16.10
46663	10/15/2026	Sewer Mtnc/Operations	AT&T	08/26 CALNET SERVICES 9391031564	16.10
46663	10/15/2026	Sewer Mtnc/Operations	AT&T	05/26 CALNET SERVICES 9391031564	16.10
46663	10/15/2026	Sewer Mtnc/Operations	AT&T	06/26 CALNET SERVICES 9391031564	16.10
46663	10/15/2026	SOLID WASTE	AT&T	07/26 CALNET SERVICES 9391031564	18.43
46663	10/15/2026	SOLID WASTE	AT&T	08/26 CALNET SERVICES 9391031564	18.43
46663	10/15/2026	SOLID WASTE	AT&T	05/26 CALNET SERVICES 9391031564	18.43
46663	10/15/2026	SOLID WASTE	AT&T	06/26 CALNET SERVICES 9391031564	18.43

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46663	10/15/2026	UB - Garbage	AT&T	07/26 CALNET SERVICES 9391031564	4.60
46663	10/15/2026	UB - Garbage	AT&T	08/26 CALNET SERVICES 9391031564	4.60
46663	10/15/2026	UB - Garbage	AT&T	05/26 CALNET SERVICES 9391031559	6.26
46663	10/15/2026	UB - Garbage	AT&T	06/26 CALNET SERVICES 9391031559	6.26
46663	10/15/2026	UB - Garbage	AT&T	07/26 CALNET SERVICES 9391031559	6.26
46663	10/15/2026	UB - Garbage	AT&T	08/26 CALNET SERVICES 9391031559	6.26
46663	10/15/2026	UB - Garbage	AT&T	05/26 CALNET SERVICES 9391031564	4.60
46663	10/15/2026	UB - Garbage	AT&T	06/26 CALNET SERVICES 9391031564	4.60
46663	10/15/2026	UB - Sewer	AT&T	07/26 CALNET SERVICES 9391031564	4.60
46663	10/15/2026	UB - Sewer	AT&T	08/26 CALNET SERVICES 9391031564	4.60
46663	10/15/2026	UB - Sewer	AT&T	05/26 CALNET SERVICES 9391031559	6.26
46663	10/15/2026	UB - Sewer	AT&T	06/26 CALNET SERVICES 9391031559	6.26
46663	10/15/2026	UB - Sewer	AT&T	07/26 CALNET SERVICES 9391031559	6.26
46663	10/15/2026	UB - Sewer	AT&T	08/26 CALNET SERVICES 9391031559	6.26
46663	10/15/2026	UB - Sewer	AT&T	05/26 CALNET SERVICES 9391031564	4.60
46663	10/15/2026	UB - Sewer	AT&T	06/26 CALNET SERVICES 9391031564	4.60
46663	10/15/2026	UB - Water	AT&T	07/26 CALNET SERVICES 9391031564	9.21
46663	10/15/2026	UB - Water	AT&T	08/26 CALNET SERVICES 9391031564	9.21
46663	10/15/2026	UB - Water	AT&T	05/26 CALNET SERVICES 9391031559	12.52
46663	10/15/2026	UB - Water	AT&T	06/26 CALNET SERVICES 9391031559	12.52
46663	10/15/2026	UB - Water	AT&T	07/26 CALNET SERVICES 9391031559	12.52
46663	10/15/2026	UB - Water	AT&T	08/26 CALNET SERVICES 9391031559	12.52
46663	10/15/2026	UB - Water	AT&T	05/26 CALNET SERVICES 9391031564	9.21
46663	10/15/2026	UB - Water	AT&T	06/26 CALNET SERVICES 9391031564	9.21
46663	10/15/2026	Water Mtnc/Operations	AT&T	07/26 CALNET SERVICES 9391031564	20.70
46663	10/15/2026	Water Mtnc/Operations	AT&T	08/26 CALNET SERVICES 9391031564	20.70
46663	10/15/2026	Water Mtnc/Operations	AT&T	05/26 CALNET SERVICES 9391031564	20.70
46663	10/15/2026	Water Mtnc/Operations	AT&T	06/26 CALNET SERVICES 9391031564	20.70
46663	10/15/2026	Water Quality Control	AT&T	07/26 CALNET SERVICES 9391031564	9.20
46663	10/15/2026	Water Quality Control	AT&T	08/26 CALNET SERVICES 9391031564	9.20
46663	10/15/2026	Water Quality Control	AT&T	05/26 CALNET SERVICES 9391031564	9.20
46663	10/15/2026	Water Quality Control	AT&T	06/26 CALNET SERVICES 9391031564	9.20
46663	10/15/2026	WWTP	AT&T	07/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	WWTP	AT&T	08/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	WWTP	AT&T	05/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	WWTP	AT&T	06/26 CALNET SERVICES 9391031564	13.80

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46663	10/15/2026	City Manager	AT&T	05/26 CALNET SERVICES 9391031559	9.39
46663	10/15/2026	City Manager	AT&T	06/26 CALNET SERVICES 9391031559	9.39
46663	10/15/2026	City Manager	AT&T	07/26 CALNET SERVICES 9391031559	9.39
46663	10/15/2026	City Manager	AT&T	08/26 CALNET SERVICES 9391031559	9.39
46663	10/15/2026	Purchasing	AT&T	07/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	Purchasing	AT&T	08/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	Purchasing	AT&T	05/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	Purchasing	AT&T	06/26 CALNET SERVICES 9391031564	13.80
46663	10/15/2026	Parks	AT&T	07/26 CALNET SERVICES 9391026412	164.93
46663	10/15/2026	Parks	AT&T	08/26 CALNET SERVICES 9391026412	160.23
46663	10/15/2026	Parks	AT&T	09/26 CALNET SERVICES 9391026412	163.12
46663	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391031561	156.45
46663	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391031578	157.21
46663	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391031566	156.45
46663	10/15/2026	PD Operations	AT&T	06/26 CALNET SERVICES 9391031578	157.21
46663	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391031578	157.21
46663	10/15/2026	PD Operations	AT&T	06/26 CALNET SERVICES 9391031566	156.45
46663	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391031566	156.45
46663	10/15/2026	PD Operations	AT&T	06/26 CALNET SERVICES 9391031561	156.45
46663	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391031561	156.45
46664	10/15/2026	City Attorney	AT&T	07/26 CALNET SERVICES 9391026388	64.03
46664	10/15/2026	City Attorney	AT&T	06/26 CALNET SERVICES 9391026388	64.63
46664	10/15/2026	Code Enforcement	AT&T	06/26 CALNET SERVICES 93910264130	63.89
46664	10/15/2026	Code Enforcement	AT&T	07/26 CALNET SERVICES 9391026413	63.96
46664	10/15/2026	MEAS K - FIRE	AT&T	04/26 CALNET SERVICES 9391068734	63.85
46664	10/15/2026	MEAS K - FIRE	AT&T	05/26 CALNET SERVICES 9391068734	63.25
46664	10/15/2026	MEAS K - FIRE	AT&T	06/26 CALNET SERVICES 9391068734	63.22
46664	10/15/2026	Sr Citizen Comm. Serv.	AT&T	07/26 CALNET SERVICES 9391026415	67.57
46664	10/15/2026	Sr Citizen Comm. Serv.	AT&T	09/26 CALNET SERVICES 9391026415	65.21
46664	10/15/2026	Comm & Rec Centers	AT&T	06/26 CALNET SERVICES 9391026393	94.86
46664	10/15/2026	Comm & Rec Centers	AT&T	07/26 CALNET SERVICES 9391026393	94.86
46664	10/15/2026	Comm & Rec Centers	AT&T	08/26 CALNET SERVICES 9391026393	79.98
46664	10/15/2026	Comm & Rec Centers	AT&T	06/26 CALNET SERVICES 9391026392	64.33
46664	10/15/2026	Comm & Rec Centers	AT&T	07/26 CALNET SERVICES 9391026392	64.31
46664	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391020514	156.45
46664	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391020514	156.45

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46664	10/15/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391020514	156.45
46664	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391026411	98.83
46664	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391026411	98.83
46664	10/15/2026	PD Operations	AT&T	06/26 CALNET SERVICES 9391026411	98.83
46665	10/15/2026	City Attorney	AT&T	08/26 CALNET SERVICES 9391026388	55.02
46665	10/15/2026	Code Enforcement	AT&T	08/26 CALNET SERVICES 9391026413	54.07
46665	10/15/2026	Central Admin	AT&T	08/26 CALNET SERVICES 9391026406	25.87
46665	10/15/2026	Central Admin	AT&T	09/26 CALNET SERVICES 9391026406	28.77
46665	10/15/2026	Central Admin	AT&T	06/26 CALNET SERVICES 9391026406	30.57
46665	10/15/2026	Central Admin	AT&T	07/26 CALNET SERVICES 9391026406	30.57
46665	10/15/2026	Finance	AT&T	08/26 CALNET SERVICES 9391026406	25.88
46665	10/15/2026	Finance	AT&T	09/26 CALNET SERVICES 9391026406	28.76
46665	10/15/2026	Finance	AT&T	06/26 CALNET SERVICES 9391026406	30.58
46665	10/15/2026	Finance	AT&T	07/26 CALNET SERVICES 9391026406	30.58
46665	10/15/2026	MEAS K - FIRE	AT&T	07/26 CALNET SERVICES 9391068734	55.03
46665	10/15/2026	MEAS K - FIRE	AT&T	08/26 CALNET SERVICES 9391068734	59.60
46665	10/15/2026	Sr Citizen Comm. Serv.	AT&T	06/26 CALNET SERVICES 9391026398	32.14
46665	10/15/2026	Sr Citizen Comm. Serv.	AT&T	06/26 CALNET SERVICES 9391026403	34.90
46665	10/15/2026	Sr Citizen Comm. Serv.	AT&T	08/26 CALNET SERVICES 9391026403	33.09
46665	10/15/2026	Sr Citizen Comm. Serv.	AT&T	08/26 CALNET SERVICES 9391026415	61.09
46665	10/15/2026	WWTP	AT&T	08/26 CALNET SERVICES 9391026410	53.32
46665	10/15/2026	WWTP	AT&T	09/26 CALNET SERVICES 9391026410	59.10
46665	10/15/2026	WWTP	AT&T	07/26 CALNET SERVICES 9391026417	40.74
46665	10/15/2026	WWTP	AT&T	08/26 CALNET SERVICES 9391026417	34.26
46665	10/15/2026	WWTP	AT&T	09/26 CALNET SERVICES 9391026417	38.38
46665	10/15/2026	WWTP	AT&T	07/26 CALNET SERVICES 9391026410	62.72
46665	10/15/2026	Comm & Rec Centers	AT&T	08/26 CALNET SERVICES 9391026392	54.39
46665	10/15/2026	PD Operations	AT&T	06/26 CALNET SERVICES 9391026401	32.14
46666	10/15/2026	Building	AT&T	06/26 CALNET SERVICES 9391026407	32.14
46666	10/15/2026	Building	AT&T	07/26 CALNET SERVICES 9391026407	32.14
46666	10/15/2026	Fire	AT&T	06/26 CALNET SERVICES 9391026402	32.14
46666	10/15/2026	Fire	AT&T	07/26 CALNET SERVICES 9391026402	32.14
46666	10/15/2026	HR/RISK MGT	AT&T	09/26 CALNET SERVICES 9391026400	30.34
46666	10/15/2026	HR/RISK MGT	AT&T	07/26 CALNET SERVICES 9391026400	32.14
46666	10/15/2026	HR/RISK MGT	AT&T	08/26 CALNET SERVICES 9391026400	27.45
46666	10/15/2026	Aquatics Programs	AT&T	06/26 CALNET SERVICES 9391026397	30.57

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46666	10/15/2026	Aquatics Programs	AT&T	07/26 CALNET SERVICES 9391026397	30.57
46666	10/15/2026	Sr Citizen Comm. Serv.	AT&T	07/26 CALNET SERVICES 9391026398	28.22
46666	10/15/2026	Sr Citizen Comm. Serv.	AT&T	08/26 CALNET SERVICES 9391026398	30.33
46666	10/15/2026	Sr Citizen Comm. Serv.	AT&T	07/26 CALNET SERVICES 9391026403	30.98
46666	10/15/2026	Sr Citizen Comm. Serv.	AT&T	06/26 CALNET SERVICES 9391026395	32.14
46666	10/15/2026	Sr Citizen Comm. Serv.	AT&T	07/26 CALNET SERVICES 9391026395	32.14
46666	10/15/2026	Sr Citizen Comm. Serv.	AT&T	06/26 CALNET SERVICES 9391026389	32.14
46666	10/15/2026	Sr Citizen Comm. Serv.	AT&T	07/26 CALNET SERVICES 9391026389	32.14
46666	10/15/2026	WWTP	AT&T	07/26 CALNET SERVICES 9391026405	32.14
46666	10/15/2026	WWTP	AT&T	09/26 CALNET SERVICES 9391026405	30.33
46666	10/15/2026	PD Operations	AT&T	07/26 CALNET SERVICES 9391026401	28.22
46666	10/15/2026	PD Operations	AT&T	08/26 CALNET SERVICES 9391026401	30.33
46667	10/15/2026	Building	AT&T	08/26 CALNET SERVICES 9391026407	26.98
46667	10/15/2026	Fire	AT&T	08/26 CALNET SERVICES 9391026402	26.98
46667	10/15/2026	Aquatics Programs	AT&T	08/26 CALNET SERVICES 9391026397	25.61
46667	10/15/2026	Sr Citizen Comm. Serv.	AT&T	08/26 CALNET SERVICES 9391026395	27.18
46667	10/15/2026	Sr Citizen Comm. Serv.	AT&T	08/26 CALNET SERVICES 9391026389	27.18
46667	10/15/2026	WWTP	AT&T	08/26 CALNET SERVICES 9391026405	27.44
46668	10/15/2026	AIRPORT OPS	AT&T	08/26 FIRSTNET SERVICE 287302656036	158.81
46668	10/15/2026	AIRPORT OPS	AT&T	09/26 FIRSTNET SERVICE 287302656036	206.06
46668	10/15/2026	Building	AT&T	08/26 FIRSTNET SERVICE 287302656036	244.13
46668	10/15/2026	Building	AT&T	09/26 FIRSTNET SERVICE 287302656036	254.61
46668	10/15/2026	City Clerk's Office	AT&T	08/26 FIRSTNET SERVICE 287302656036	96.30
46668	10/15/2026	City Clerk's Office	AT&T	09/26 FIRSTNET SERVICE 287302656036	124.38
46668	10/15/2026	City Council	AT&T	08/26 FIRSTNET SERVICE 287302656036	292.18
46668	10/15/2026	City Council	AT&T	09/26 FIRSTNET SERVICE 287302656036	292.18
46668	10/15/2026	Code Enforcement	AT&T	08/26 FIRSTNET SERVICE 287302656036	41.02
46668	10/15/2026	Code Enforcement	AT&T	09/26 FIRSTNET SERVICE 287302656036	46.89
46668	10/15/2026	Comm & Rec Centers	AT&T	08/26 FIRSTNET SERVICE 287302656036	51.86
46668	10/15/2026	Comm & Rec Centers	AT&T	09/26 FIRSTNET SERVICE 287302656036	51.93
46668	10/15/2026	COMPUTER MAINT	AT&T	08/26 FIRSTNET SERVICE 287302656036	945.50
46668	10/15/2026	COMPUTER MAINT	AT&T	09/26 FIRSTNET SERVICE 287302656036	933.67
46668	10/15/2026	Engineering	AT&T	08/26 FIRSTNET SERVICE 287302656036	246.81
46668	10/15/2026	Engineering	AT&T	09/26 FIRSTNET SERVICE 287302656036	249.46
46668	10/15/2026	Facilities Maintenance	AT&T	08/26 FIRSTNET SERVICE 287302656036	299.94
46668	10/15/2026	Facilities Maintenance	AT&T	09/26 FIRSTNET SERVICE 287302656036	339.21

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46668	10/15/2026	Finance	AT&T	08/26 FIRSTNET SERVICE 287302656036	98.67
46668	10/15/2026	Finance	AT&T	09/26 FIRSTNET SERVICE 287302656036	127.57
46668	10/15/2026	Fleet Maintenance	AT&T	08/26 FIRSTNET SERVICE 287302656036	51.85
46668	10/15/2026	Fleet Maintenance	AT&T	09/26 FIRSTNET SERVICE 287302656036	51.93
46668	10/15/2026	GRANT OVERSIGHT	AT&T	08/26 FIRSTNET SERVICE 287302656036	51.86
46668	10/15/2026	GRANT OVERSIGHT	AT&T	09/26 FIRSTNET SERVICE 287302656036	51.93
46668	10/15/2026	HR/RISK MGT	AT&T	08/26 FIRSTNET SERVICE 287302656036	51.86
46668	10/15/2026	HR/RISK MGT	AT&T	09/26 FIRSTNET SERVICE 287302656036	80.68
46668	10/15/2026	LMD Services	AT&T	08/26 FIRSTNET SERVICE 287302656036	51.86
46668	10/15/2026	LMD Services	AT&T	09/26 FIRSTNET SERVICE 287302656036	53.88
46668	10/15/2026	Parks	AT&T	08/26 FIRSTNET SERVICE 287302656036	70.98
46668	10/15/2026	Parks	AT&T	09/26 FIRSTNET SERVICE 287302656036	63.44
46668	10/15/2026	Parks Administration	AT&T	08/26 FIRSTNET SERVICE 287302656036	93.60
46668	10/15/2026	Parks Administration	AT&T	09/26 FIRSTNET SERVICE 287302656036	93.67
46668	10/15/2026	Planning	AT&T	08/26 FIRSTNET SERVICE 287302656036	94.22
46668	10/15/2026	Planning	AT&T	09/26 FIRSTNET SERVICE 287302656036	51.93
46668	10/15/2026	STREETS	AT&T	08/26 FIRSTNET SERVICE 287302656036	173.21
46668	10/15/2026	STREETS	AT&T	09/26 FIRSTNET SERVICE 287302656036	173.45
46668	10/15/2026	Recreation	AT&T	08/26 FIRSTNET SERVICE 287302656036	46.81
46668	10/15/2026	Recreation	AT&T	09/26 FIRSTNET SERVICE 287302656036	46.89
46668	10/15/2026	Sewer Mtnc/Operations	AT&T	08/26 FIRSTNET SERVICE 287302656036	94.90
46668	10/15/2026	Sewer Mtnc/Operations	AT&T	09/26 FIRSTNET SERVICE 287302656036	95.03
46668	10/15/2026	Sports Programs	AT&T	08/26 FIRSTNET SERVICE 287302656036	46.81
46668	10/15/2026	Sports Programs	AT&T	09/26 FIRSTNET SERVICE 287302656036	72.45
46668	10/15/2026	Sr Citizen Comm. Serv.	AT&T	08/26 FIRSTNET SERVICE 287302656036	61.81
46668	10/15/2026	Sr Citizen Comm. Serv.	AT&T	09/26 FIRSTNET SERVICE 287302656036	96.95
46668	10/15/2026	Water Mtnc/Operations	AT&T	08/26 FIRSTNET SERVICE 287302656036	89.85
46668	10/15/2026	Water Mtnc/Operations	AT&T	09/26 FIRSTNET SERVICE 287302656036	115.55
46668	10/15/2026	Water Quality Control	AT&T	08/26 FIRSTNET SERVICE 287302656036	46.81
46668	10/15/2026	Water Quality Control	AT&T	09/26 FIRSTNET SERVICE 287302656036	72.45
46668	10/15/2026	WWTP	AT&T	08/26 FIRSTNET SERVICE 287302656036	46.81
46668	10/15/2026	City Manager	AT&T	09/26 FIRSTNET SERVICE 287302656036	145.46
46668	10/15/2026	City Manager	AT&T	09/26 FIRSTNET SERVICE 287302656036	164.16
46668	10/15/2026	Purchasing	AT&T	08/26 FIRSTNET SERVICE 287302656036	46.81
46668	10/15/2026	Purchasing	AT&T	09/26 FIRSTNET SERVICE 287302656036	46.89
46668	10/15/2026	PD Operations	AT&T	08/26 FIRSTNET SERVICE 287302656036	51.87

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46668	10/15/2026	PD Operations	AT&T	08/26 FIRSTNET SERVICE 287302656036	6,583.53
46668	10/15/2026	PD Operations	AT&T	09/26 FIRSTNET SERVICE 287302656036	7,586.17
46668	10/15/2026	PD Operations	AT&T	09/26 FIRSTNET SERVICE 287302656036	51.92
46669	10/15/2026	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER LEASE	2,398.00
46670	10/15/2026	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	1,887.03
46670	10/15/2026	Water Quality Control	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	785.00
46670	10/15/2026	Water Quality Control	BSK ASSOCIATES	PFAS SAMPLING	3,935.00
46671	10/15/2026	Computer Replacement	CDW GOVERNMENT, INC	PROOFPOINT SECURITY SOFTWARE	15,780.00
46672	10/15/2026	PD Operations	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES	1,876.98
46672	10/15/2026	PD Operations	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	1,015.00
46672	10/15/2026	PD Operations	CA DEPARTMENT OF JUSTICE	INVESTIGATIVE EXPENSIVES	1,576.00
46673	10/15/2026	General Fund	DIVISION OF THE STATE ARCHITECT	SB-1186 DSA 796 QTR 4 FY 25/26	197.60
46674	10/15/2026	MEAS K - PD	CALIFORNIA FORENSIC INSTITUTE	08/26 PRE-EMPLOYMENT EXAMS	1,800.00
46675	10/15/2026	Water Capital Outlay	CDM SMITH INC.	ENGINEERING SERVICES FOR WELL 37	4,412.40
46676	10/15/2026	COMPUTER MAINT	COMCAST	SERVICES 8155500320322006 08/26	88.13
46676	10/15/2026	COMPUTER MAINT	COMCAST	SERVICES 8155500320322006 09/26	92.88
46676	10/15/2026	PD Operations	COMCAST	SERVICES 8155500320092096 09/26	239.58
46677	10/15/2026	HR/RISK MGT	CPS HR CONSULTING	PRE-EMPLOYMENT ONLINE EXAM - COMPUTER TECH I	1,293.00
46678	10/15/2026	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICS 08/26	87.00
46678	10/15/2026	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 09/26	90.25
46678	10/15/2026	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICS 08/26	22.00
46678	10/15/2026	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 09/26	22.00
46678	10/15/2026	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICS 08/26	22.00
46678	10/15/2026	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 09/26	22.00
46678	10/15/2026	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICS 08/26	44.00
46678	10/15/2026	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 09/26	44.00
46679	10/15/2026	UB - Garbage	MATRIX	ENVELOPES	203.10
46679	10/15/2026	UB - Garbage	MATRIX	BILLING 06/26	2,957.07
46679	10/15/2026	UB - Sewer	MATRIX	ENVELOPES	203.10
46679	10/15/2026	UB - Sewer	MATRIX	BILLING 06/26	2,957.07
46679	10/15/2026	UB - Water	MATRIX	ENVELOPES	406.21
46679	10/15/2026	UB - Water	MATRIX	BILLING 06/26	5,914.15
46680	10/15/2026	Computer Replacement	DELL COMPUTER CORPORATION	SW SERVER SUPPORT RENEWAL	15,667.53
46681	10/15/2026	MEAS K - FIRE	DIAMOND COMMUNICATIONS	10/26 FIRE ALARM MONITORING - 2558 CONDOR DR	35.00
46681	10/15/2026	MEAS K - FIRE	DIAMOND COMMUNICATIONS	09/26 FIRE ALARM MONITORING - 2558 CONDOR DR	35.00
46681	10/15/2026	MEAS K - FIRE	DIAMOND COMMUNICATIONS	ALARM MONITORING - FIRE #58	35.00

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46681	10/15/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ALARM MONITORING - JWYC	157.00
46681	10/15/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ALARM MONITORING - FBSC	50.00
46681	10/15/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ALARM MONITORING - PANAM	91.00
46681	10/15/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	ALARM TROUBLSHOOTING - JWYC	339.50
46681	10/15/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY REPORTS - PAN AM	582.00
46681	10/15/2026	Facilities Maintenance	DIAMOND COMMUNICATIONS	QUARTERLY ALARM MONITORING - WAREHOUSES	63.75
46681	10/15/2026	STREETS	DIAMOND COMMUNICATIONS	QUARTERLY ALARM MONITORING - WAREHOUSES	63.75
46681	10/15/2026	Sewer Mtnc/Operations	DIAMOND COMMUNICATIONS	QUARTERLY ALARM MONITORING - WAREHOUSES	63.75
46681	10/15/2026	Water Mtnc/Operations	DIAMOND COMMUNICATIONS	QUARTERLY ALARM MONITORING - WAREHOUSES	63.75
46681	10/15/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	JWYC FIRE ALARM INSPECTION	984.50
46682	10/15/2026	WWTP	ELECTRIC MOTOR SHOP, INC.	WWTP ELECTRICAL	722.50
46683	10/15/2026	Parks	ENVIRO CLEAN	PARKS MAINTENANCE SUPPLIES	1,688.70
46683	10/15/2026	Parks	ENVIRO CLEAN	PARKS MAINTENANCE ITEMS	1,755.82
46684	10/15/2026	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 09/01/26-09/15/26	5,040.00
46684	10/15/2026	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 09/16/26-09/30/26	10,140.00
46685	10/15/2026	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	09/26 POWER SWEEPING SERVICE	460.50
46685	10/15/2026	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	09/26 POWER SWEEPING SERVICE	460.50
46686	10/15/2026	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL SURGE SUPRESSOR	324.75
46686	10/15/2026	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL GREEN BULBS	658.16
46687	10/15/2026	PD Operations	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	898.69
46688	10/15/2026	Dicks Sport. Goods Grant	LEE'S CONCRETE	CONCRETE	592.08
46689	10/15/2026	Animal Control	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES - CAT IMP 0275	186.71
46689	10/15/2026	Animal Control	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	9,204.58
46690	10/15/2026	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 09/26	225.00
46691	10/15/2026	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 07/26	164.50
46691	10/15/2026	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 06/26	66.00
46692	10/15/2026	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 04/26	318.00
46693	10/15/2026	General Fund	MADERA COUNTY	TSA MCC 12403-A-24 Q2	149,797.28
46693	10/15/2026	General Fund	MADERA COUNTY	FY 26/27 LIBRARY SVS MCC12403A-24	56,275.44
46693	10/15/2026	General Fund	MADERA COUNTY	TSA MCC 12403 Q1 2026	147,761.85
46693	10/15/2026	General Trust Fund	MADERA COUNTY	MPD ASSET FORFEITURE - 26M-02508 2426-26 AF	4,915.94
46693	10/15/2026	Animal Control	MADERA COUNTY	ANIMAL SERVICES JULY - SEPTEMBER 202	47,862.00
46694	10/15/2026	LTF - Streets	MADERA COUNTY	AMTRAK STATION 50/50 MAINTENANCE	1,391.33
46695	10/15/2026	General Trust Fund	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE 26M-02508 ORG 57760	2,048.31
46695	10/15/2026	General Trust Fund	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE 26M-02508 ORG KEY 03510	627.00
46696	10/15/2026	PAYROLL TRUST	M P O A	MONTHLY DUES 09/26	7,950.44

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46697	10/15/2026	General Trust Fund	MADERA POLICE DEPARTMENT	MPD ASSET FORFEITURE - 26M-02508	13,314.01
46698	10/15/2026	City Clerk's Office	MADERA TRIBUNE	RE-ELECTIONS NOTICE #00033211	260.00
46698	10/15/2026	City Clerk's Office	MADERA TRIBUNE	ORDINANCE 1024 CS SUMMARY AD #00033003	273.00
46698	10/15/2026	City Clerk's Office	MADERA TRIBUNE	ORDINANCE 1023 CS SUMMARY AD #00032936	429.00
46698	10/15/2026	Engineering	MADERA TRIBUNE	PUBLIC HEARING NOTICE	273.00
46698	10/15/2026	MEAS T - RTP	MADERA TRIBUNE	R-79 ADVERTISEMENT FOR BIDS - AD #00033171	891.00
46698	10/15/2026	Water Capital Outlay	MADERA TRIBUNE	W-09 ADVERTISEMENT FOR BIDS	869.00
46698	10/15/2026	RMRA	MADERA TRIBUNE	MADERA 2026 ROAD REHAB AD - #00033170	891.00
46698	10/15/2026	CDBG ADMIN	MADERA TRIBUNE	PUBLIC HEARING NOTICE	474.50
46698	10/15/2026	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT	45.60
46698	10/15/2026	HR/RISK MGT	MADERA TRIBUNE	JOB AD - PUBLIC SAFETY DISPATCHER II #00033161	41.80
46698	10/15/2026	HR/RISK MGT	MADERA TRIBUNE	JOB AD - CODE ENFORCEMENT SUPERVISOR #00033041	41.80
46698	10/15/2026	HR/RISK MGT	MADERA TRIBUNE	JOB AD - MULTIPLE JOS LISTINGS #00032952	72.20
46698	10/15/2026	HR/RISK MGT	MADERA TRIBUNE	JOB AD - PW MAINTENANCE LEAD WORKER - AD #0003	247.50
46698	10/15/2026	HR/RISK MGT	MADERA TRIBUNE	JOB AD - CODE ENFORCEMENT OFFICER II & III	45.60
46698	10/15/2026	HR/RISK MGT	MADERA TRIBUNE	JOB AD - SOFTBALL UMPIRE #00033195	38.00
46698	10/15/2026	HR/RISK MGT	MADERA TRIBUNE	JOB AD - POLICE OFFICER II - #00032891	38.00
46698	10/15/2026	HR/RISK MGT	MADERA TRIBUNE	JOB AD - WWTP CERTIFIED OPERATORS - #00033248	212.50
46698	10/15/2026	HR/RISK MGT	MADERA TRIBUNE	JOB AD - WATER SYSTEM WORKER I - #00033247	212.50
46698	10/15/2026	Sewer Capital Outlay	MADERA TRIBUNE	SS-08/09 ADVERSTISEMENT FOR BIDS	847.00
46699	10/15/2026	Code Enforcement	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	531.07
46699	10/15/2026	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	4,082.30
46699	10/15/2026	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	5 COVERED COMPACT LIGHT POUCHES - CADETS	281.18
46699	10/15/2026	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	PALADIN SURVIVAL ARMOR - M YBARRA	1,077.09
46699	10/15/2026	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	PALADIN SURVIVAL ARMOR - I HERMOSILLO	1,077.09
46699	10/15/2026	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	PALADIN SURVIVAL ARMOR - J MARKLE	1,077.09
46699	10/15/2026	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	PALADIN SURVIVAL ARMOR - A GALARZA	1,077.09
46699	10/15/2026	PD Operations	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	2,865.59
46700	10/15/2026	Animal Control	METRO UNIFORM	UNIFORM ACCESSORIES	112.47
46701	10/15/2026	AIRPORT OPS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE	1,121.32
46702	10/15/2026	Street Cleaning	MUNICIPAL MAINTENANCE EQUIP., INC.	WASTE DISPOSAL SERVICE	2,757.37
46703	10/15/2026	Engineering	PACIFIC GAS & ELECTRIC	08/26 SERVICE 2000655655-7	3,268.90
46703	10/15/2026	Engineering	PACIFIC GAS & ELECTRIC	09/26 SERVICE 2000655655-7	2,904.49
46703	10/15/2026	Engineering	PACIFIC GAS & ELECTRIC	07/26 SERVICE 2000655655-7	2,616.81
46703	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 1715785853-5	2,441.96
46703	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 1715785853-5	2,684.71

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46703	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 1715785853-5	3,152.17
46703	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 1715785853-5	2,567.17
46703	10/15/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	8.11
46703	10/15/2026	Central Admin	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	45.58
46703	10/15/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	1,987.16
46703	10/15/2026	DRAINAGE	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	336.41
46703	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	4,141.45
46703	10/15/2026	Fire	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	75.79
46703	10/15/2026	Parks	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	192.86
46703	10/15/2026	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	23.34
46703	10/15/2026	SOLID WASTE	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	7.03
46703	10/15/2026	Sr Citizen Comm. Serv.	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	7.84
46703	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	24,888.79
46703	10/15/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	92.73
46703	10/15/2026	Zone 26 Activities	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	9.86
46703	10/15/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	20.00
46703	10/15/2026	PD Operations	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	253.81
46703	10/15/2026	Parking Dist Operation	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9920095153-3	82.48
46703	10/15/2026	Fire	PACIFIC GAS & ELECTRIC	07/26 SERVICE 2173157566-4	3,029.32
46703	10/15/2026	Fire	PACIFIC GAS & ELECTRIC	08/26 SERVICE 2173157566-4	3,715.51
46703	10/15/2026	Fire	PACIFIC GAS & ELECTRIC	09/26 SERVICE 2173157566-4	3,114.94
46703	10/15/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	96.38
46703	10/15/2026	Central Admin	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	23.80
46703	10/15/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	6,985.89
46703	10/15/2026	DRAINAGE	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	606.62
46703	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	36,369.74
46703	10/15/2026	Fire	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	(6,600.21)
46703	10/15/2026	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	682.08
46703	10/15/2026	Parks	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	8,990.71
46703	10/15/2026	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	3,102.04
46703	10/15/2026	SOLID WASTE	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	(3.36)
46703	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	165,298.20
46703	10/15/2026	WWTP	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	49,511.87
46703	10/15/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	9.94
46703	10/15/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	29.85
46703	10/15/2026	Zone 20B Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	21.89

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46703	10/15/2026	Zone 27B Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	10.79
46703	10/15/2026	Zone 2 Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	52.72
46703	10/15/2026	Zone 3 Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	39.29
46703	10/15/2026	Zone 31B Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	29.85
46703	10/15/2026	Zone 4 Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	9.98
46703	10/15/2026	Zone 6A Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	68.84
46703	10/15/2026	Zone 29C Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	11.15
46703	10/15/2026	Zone 8 Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	70.00
46703	10/15/2026	Zone 16 Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	22.83
46703	10/15/2026	Zone 13 Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	167.14
46703	10/15/2026	Parking Dist Operation	PACIFIC GAS & ELECTRIC	07/26 SERVICES 3533032414-2	57.07
46703	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9172110863-6	28,240.49
46703	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9172110863-6	30,070.31
46703	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9172110863-6	16,223.78
46703	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9109225160-1	609.32
46703	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9109225160-1	703.81
46703	10/15/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	04/26 SERVICE NEM 3533032414-2	19,574.86
46703	10/15/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	07/26 SERVICE 8307681856-2	1,391.19
46703	10/15/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	08/26 SERVICE 8307681856-2	1,030.13
46704	10/15/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/26 SERVICE 3819620697-3	145.27
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 6690755760-8	111.33
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 6690755760-8	119.79
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 1619119913-8	114.22
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 1619119913-8	120.13
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 8178280304-3	199.55
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 8178280304-3	210.92
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 8178280304-3	234.01
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 3352588453-3	169.93
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 3352588453-3	163.31
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 3499945233-6	114.38
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 3499945233-6	120.47
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9787342989-4	135.15
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9787342989-4	150.61
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9787342989-4	159.26
46704	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 3352588453-3	147.92
46704	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9651992016-7	223.13

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46704	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9109225160-1	566.98
46704	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9651992016-7	170.32
46704	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/26 SERVICE 9651992016-7	187.13
46705	10/15/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/26 SERVICE 3819620697-3	85.90
46705	10/15/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/26 SERVICE 8126770647-1	107.82
46705	10/15/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/26 SERVICE 8126770647-1	111.29
46705	10/15/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/26 SERVICE 3819620697-3	77.66
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 6690755760-8	110.64
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 1619119913-8	100.91
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 2630414116-6	90.84
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 2630414116-6	84.90
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 3499945233-6	107.43
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 1598348280-1	65.76
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 1598348280-1	67.37
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 1598348280-1	80.60
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 1013877191-9	64.32
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 1013877191-9	65.35
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 2630414116-6	82.42
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 5207933925-6	71.74
46705	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 5207933925-6	80.73
46705	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	07/26 SERVICE 3642526071-2	66.41
46705	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	08/26 SERVICE 3642526071-2	71.45
46705	10/15/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/26 SERVICE 3642526071-2	86.04
46706	10/15/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/26 SERVICE 8126770647-1	52.60
46706	10/15/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/26 SERVICE 8126770647-1	43.06
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 7928098441/4	55.59
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 0335965203-3	42.96
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 0335965203-3	43.34
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 7928098441/4	45.56
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 7928098441/4	53.75
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 5207933925-6	43.48
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 1013877191-9	54.94
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 5237156686-1	42.81
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 5237156686-1	48.09
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 5237156686-1	44.27
46706	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 0335965203-3	37.41

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46706	10/15/2026	Home Program Income	PACIFIC GAS & ELECTRIC	06/26 SERVICE 6823379353-5	38.48
46706	10/15/2026	Parks	PACIFIC GAS & ELECTRIC	08/26 SERVICE 8675479583-8	59.91
46706	10/15/2026	Parks	PACIFIC GAS & ELECTRIC	06/26 SERVICE 8675479583-8	56.83
46706	10/15/2026	WWTP	PACIFIC GAS & ELECTRIC	07/26 SERVICE 1902328695-8	23.82
46706	10/15/2026	WWTP	PACIFIC GAS & ELECTRIC	08/26 SERVICE 1902328695-8	24.64
46706	10/15/2026	WWTP	PACIFIC GAS & ELECTRIC	09/26 SERVICE 1902328695-8	26.28
46706	10/15/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	05/26-1 SERVICE 3533032414-2	47.64
46707	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 7949615676-5	18.36
46707	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 7949615676-5	19.88
46707	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 7949615676-5	23.58
46707	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 4318089701-9	22.26
46707	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 4318089701-9	22.58
46707	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 5225647713-5	14.29
46707	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 5225647713-5	14.29
46707	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	08/26 SERVICE 5225647713-5	15.77
46707	10/15/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 4318089701-9	19.17
46707	10/15/2026	Home Program Income	PACIFIC GAS & ELECTRIC	07/26 SERVICE 6823379353-5	0.66
46707	10/15/2026	Home Program Income	PACIFIC GAS & ELECTRIC	08/26 SERVICE 6823379353-5	2.06
46707	10/15/2026	Zone 34B Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICE 0443905948-8	12.78
46707	10/15/2026	Zone 34B Activities	PACIFIC GAS & ELECTRIC	08/26 SERVICE 0443905948-8	11.99
46707	10/15/2026	Zone 34B Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 0443905948-8	11.94
46707	10/15/2026	Zone 39 Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 6948316261-1	17.35
46707	10/15/2026	Zone 39 Activities	PACIFIC GAS & ELECTRIC	08/26 SERVICE 6948316261-1	20.03
46707	10/15/2026	Parks	PACIFIC GAS & ELECTRIC	07/26 SERVICE 8788837242-9	9.53
46707	10/15/2026	Parks	PACIFIC GAS & ELECTRIC	08/26 SERVICE 8788837242-9	10.51
46707	10/15/2026	Parks	PACIFIC GAS & ELECTRIC	09/26 SERVICE 8788837242-9	9.86
46707	10/15/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	09/26 SERVICE 8307681856-2	10.51
46708	10/15/2026	Water Capital Outlay	PACIFIC GAS & ELECTRIC	PERMIT # C-3686-2-0	7,990.95
46709	10/15/2026	Finance	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMB - SHORTAGE ON EXCHANGE	10.00
46710	10/15/2026	Develop Impact Fee/Parks	SALEM ENGINEERING GROUP	ROTARY BASKETBALL COURTS	1,010.00
46711	10/15/2026	Finance	FORESTIERE, ANTHONY	REIMBURSEMENT - CPA LICENSE 2026-2028	400.00
46712	10/15/2026	Engineering	PETERS ENGINEERING GROUP	TRAFFIC STUDY REVIEW	6,597.50
46712	10/15/2026	RSTP - FED EX	PETERS ENGINEERING GROUP	PROFESSIONAL ENGINEERING SVS	30,820.00
46713	10/15/2026	Finance	PHOENIX GROUP INFO SYS	CITATIONS 04/26	331.46
46713	10/15/2026	Finance	PHOENIX GROUP INFO SYS	CITATIONS 06/26	279.86
46713	10/15/2026	Finance	PHOENIX GROUP INFO SYS	CITATIONS 07/26	314.96

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46714	10/15/2026	LTF - Streets	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SVS	5,000.00
46714	10/15/2026	MEAS T - ENVIRO	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SVS	15,000.00
46714	10/15/2026	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SVS	8,804.92
46714	10/15/2026	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	ON-CALL W-39, W-40, & W-41 WATER MAIN REPLACEM	33,206.59
46714	10/15/2026	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	DESIGN SERVICES FOR W-000009	2,071.94
46714	10/15/2026	RMRA	PROVOST & PRITCHARD CONSULTING	ENGINEERING DESIGN SERVICES	48,248.40
46714	10/15/2026	Planning	PROVOST & PRITCHARD CONSULTING	08/26 PLANNING CONSULTING SERVICES	994.10
46715	10/15/2026	PD Operations	RON'S TOWING & ROAD SERVICE	TOWING SERVICES - PD VEHICLE BROKE DOWN	85.00
46715	10/15/2026	PD Operations	RON'S TOWING & ROAD SERVICE	TOWING SERVICES PD UNIT #6027	75.00
46716	10/15/2026	MEAS K - FIRE	ROSENBALM ROCKERY	ROCK FOR STATION #58	3,439.19
46717	10/15/2026	Sewer Mtnc/Operations	SJVCATC-SAN JOAQ VALLEY CLEAN AIR	PORTABLE EQUIPMENT REGISTRATION	152.00
46717	10/15/2026	Street Cleaning	SJVCATC-SAN JOAQ VALLEY CLEAN AIR	PORTABLE EQUIPMENT REGISTRATION	152.00
46718	10/15/2026	PD Operations	SPEAKWRITE LLC	TRANSLATION SERVICES 08/12/26	188.61
46719	10/15/2026	Sewer Capital Outlay	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SVS	2,992.50
46720	10/15/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 09/25/26 PAYROLL	1,017.09
46721	10/15/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 10/09/26 PAYROLL	1,100.17
46722	10/15/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 08/28/26 PAYROLL	1,077.20
46723	10/15/2026	Prop 68 Grant	TAYLOR BACKHOE SERVICE	JAMES TAUBERT PARK PK-67 CONSTRUCTION SVS	113,020.94
46724	10/15/2026	Prop 68 Grant	TECHNICON ENGINEERING SVCS., INC.	LAB TESTING - TAUBERT PARK	527.00
46724	10/15/2026	Prop 68 Grant	TECHNICON ENGINEERING SVCS., INC.	TESTING SERVICES FOR TAUBERT PARK REPORT #010	1,252.50
46724	10/15/2026	Prop 68 Grant	TECHNICON ENGINEERING SVCS., INC.	TESTING SERVICES FOR TAUBERT PARK REPORT #008	907.50
46724	10/15/2026	Prop 68 Grant	TECHNICON ENGINEERING SVCS., INC.	TESTING SERVICES FOR TAUBERT PARK REPORT #009	527.00
46725	10/15/2026	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	450.00
46726	10/15/2026	LTF - Streets	TJKM TRANSPORTATION CONSULTANTS	06/26 CONSULTING SERVICES PROJECT #200-021	345.44
46727	10/15/2026	PD Operations	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 08/26	242.00
46727	10/15/2026	PD Operations	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 07/26	246.40
46727	10/15/2026	PD Operations	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 09/26	242.00
46728	10/15/2026	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	06/26 LAWN SERVICES	600.00
46728	10/15/2026	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	07/26 LAWN SERVICES	600.00
46728	10/15/2026	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	08/26 LAWN SERVICES	600.00
46729	10/15/2026	Parks	WEST COAST ARBORISTS, INC.	Citywide Tree Trimming Svs 08/01/26 - 08/15/26	9,450.00
46730	10/15/2026	Fleet Maintenance	WHOLESALE EQUIPMENT OF FRESNO, INC.	#4025 FORK POSITIONER	2,976.88
46731	10/15/2026	SUPP LAW ENF	OTP - FINANCE	K-9 UNIT ANNUAL SUBSCRIPTION	499.00
46732	10/15/2026	Planning	OTP - FINANCE	ARCGIS ANNUAL SUBSCRIPTION FEE	11,250.00
46733	10/15/2026	Computer Replacement	OTP - FINANCE	REIMBURSEMENT - HDMI ADAPTERS	107.93
46734	10/15/2026	SB-1186 PROCEEDS	OTP - FINANCE	2025 CALIFORNIA SPECIALIST MEMBERSHIP	399.00

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46735	10/15/2026	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE 9913585-508099	1,482.00
46736	10/15/2026	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE 10000935-555809	612.00
46737	10/15/2026	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE 9903591-505753	3,000.00
46738	10/15/2026	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE 9906420-506288	3,000.00
46739	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PAN AM GYM	200.00
46740	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46741	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION & FIELD	50.00
46742	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46743	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46744	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA	50.00
46745	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46746	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD	50.00
46747	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PAN AM GYM	500.00
46748	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46749	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46750	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD	50.00
46751	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	50.00
46752	10/15/2026	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA & ROTARY SHELTER	40.00
46753	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46754	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	25.00
46755	10/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	50.00
46756	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 9905031 TERM REFUND	179.18
46757	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 9923406 TERM REFUND	178.95
46758	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 9923853 TERM REFUND	109.57
46759	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 10000065 TERM REFUND	122.30
46760	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 9922036 TERM REFUND	170.03
46761	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 9918253 TERM REFUND	274.10
46762	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 10000329 TERM REFUND	243.14
46763	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 9915278 TERM REFUND	172.26
46764	10/15/2026	Water Utility	OTP- UB REFUNDS	UB 8797049 TERM REFUND	150.00
46765	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 9904102 TERM REFUND	1,431.10
46766	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 9925388 TERM REFUND	96.58
46767	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 9919056 TERM REFUND	136.53
46768	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 10000996 TERM REFUND	144.74
46769	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 9924182 TERM REFUND	152.02
46770	10/15/2026	Water Fund	OTP- UB REFUNDS	UB 8944111 TERM REFUND	131.24

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46771	10/26/2026	Water Mtnc/Operations	AQUA METRIC SALES COMPANY	WATER METERS	16,520.35
46771	10/26/2026	Water Mtnc/Operations	AQUA METRIC SALES COMPANY	BASE STATION INSTALLATION	11,660.00
46771	10/26/2026	Water Mtnc/Operations	AQUA METRIC SALES COMPANY	WATER METER BASESTATIONS	81,187.50
46771	10/26/2026	Water Mtnc/Operations	AQUA METRIC SALES COMPANY	2" OMNI METER REGISTERS	17,264.34
46772	10/26/2026	Water Quality Control	MENDOZA, MARTIN	REIMBURSEMENT - WATER DISTRIBUTION CERT RENEWAL	174.00
46773	10/26/2026	Water Capital Outlay	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING SVS	10,838.96
46774	10/26/2026	PD Operations	LAW & ASSOCIATES INVESTIGATIONS	EMPLOYMENT BACKGROUND	800.00
46775	10/26/2026	HR/RISK MGT	BATTLES, ERIC	PER DIEM - CALPELRA	176.00
46776	10/26/2026	INS/RISK MGT	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES - HR	108.24
46777	10/26/2026	HR/RISK MGT	SIJ HOLDINGS LLC	JOB ADVERSTISEMENT	3,392.00
46778	10/26/2026	Fleet Maintenance	GILL AUTO GROUP	REPLACEMENT TRANSMISSION #6310	5,279.57
46779	10/26/2026	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH & WELFARE BENEFITS	7,500.00
46780	10/26/2026	Street Cleaning	LACAL EQUIPMENT INC	GUTTER BROOMS	4,812.85
46781	10/26/2026	Fleet Acquisition	NATIONAL AUTO FLEET GROUP	F150 PURSUIT #6044	61,148.43
46782	10/26/2026	Central Admin	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	119.72
46782	10/26/2026	Central Admin	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	119.72
46782	10/26/2026	Comm & Rec Centers	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	509.88
46782	10/26/2026	Comm & Rec Centers	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	509.88
46782	10/26/2026	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	14.00
46782	10/26/2026	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	14.00
46782	10/26/2026	Engineering	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	87.68
46782	10/26/2026	Engineering	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	87.68
46782	10/26/2026	Facilities Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	729.84
46782	10/26/2026	Facilities Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	704.96
46782	10/26/2026	Fleet Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	473.62
46782	10/26/2026	Fleet Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	563.85
46782	10/26/2026	Parks	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	788.68
46782	10/26/2026	Parks	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	936.33
46782	10/26/2026	STREETS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	1,002.23
46782	10/26/2026	STREETS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	1,196.73
46782	10/26/2026	Sewer Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	281.20
46782	10/26/2026	Sewer Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	1,010.32
46782	10/26/2026	Street Cleaning	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	41.80
46782	10/26/2026	Street Cleaning	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	41.80
46782	10/26/2026	UB - Water	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	38.52
46782	10/26/2026	UB - Water	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	38.52

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46782	10/26/2026	Water Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	523.14
46782	10/26/2026	Water Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	504.77
46782	10/26/2026	Water Quality Control	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	177.24
46782	10/26/2026	Water Quality Control	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	177.24
46782	10/26/2026	WWTP	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	708.60
46782	10/26/2026	WWTP	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	708.60
46782	10/26/2026	PD Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 08/26	143.24
46782	10/26/2026	PD Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 09/26	143.24
46783	10/26/2026	Facilities Maintenance	AZCO SUPPLY, INC.	STREET LIGHTS - 48 WATT	5,629.00
46784	10/26/2026	SUPP LAW ENF	MARIA Y SOLIS	CATERING - MPD ANNUAL BANQUET DINNER	3,810.40
46785	10/26/2026	INS/RISK MGT	EMPLOYMENT RISK MANAGEMENT AUTHORITY	Q1 LEGAL INVOICES	9,851.00
46786	10/26/2026	WWTP	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC	DEWATERING SLUDGE HAULING	55,679.10
46787	10/26/2026	Fleet Acquisition	DANA SAFETY SUPPLY, INC	PD UP-FIT #6045 & #6046	54.13
46787	10/26/2026	Insur./Reimb. Damage	DANA SAFETY SUPPLY, INC	PD UP-FIT #6047	27.06
46788	10/26/2026	Water Capital Outlay	B&L CONTRACTORS INC	CNST CONTRACT FOR PROJECT W-09	10,156.91
46789	10/26/2026	SUPP LAW ENF	SAN JOAQUIN WINE COMPANY INC	PD ANNUAL BANQUET RENTAL FEE	500.00
46790	10/26/2026	FMAAA Agreements	FRESNO EOC	SENIOR SITE SUPPLIES	244.94
46791	10/26/2026	Water Quality Control	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	540.00
46791	10/26/2026	Water Quality Control	DELLAVALLE LABORATORY,INC.	QUARTERLY MONITORING	5,203.00
46791	10/26/2026	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,792.00
46791	10/26/2026	Water Quality Control	DELLAVALLE LABORATORY,INC.	QUARTERLY MONITORING	1,352.00
46792	10/26/2026	Building	AT&T	09/26 CALNET SERVICES 9391031559	18.68
46792	10/26/2026	Building	AT&T	09/26 CALNET SERVICES 9391026390	34.92
46792	10/26/2026	Building	AT&T	09/26 CALNET SERVICES 9391031577	29.62
46792	10/26/2026	Building	AT&T	09/26 CALNET SERVICES 9391026407	30.27
46792	10/26/2026	City Attorney	AT&T	09/26 CALNET SERVICES 9391026388	61.40
46792	10/26/2026	City Attorney	AT&T	09/26 CALNET SERVICES 9391031559	7.01
46792	10/26/2026	City Attorney	AT&T	09/26 CALNET SERVICES 9391026390	9.96
46792	10/26/2026	City Attorney	AT&T	09/26 CALNET SERVICES 9391031577	8.45
46792	10/26/2026	City Clerk's Office	AT&T	09/26 CALNET SERVICES 9391031559	4.67
46792	10/26/2026	City Clerk's Office	AT&T	09/26 CALNET SERVICES 9391026390	9.96
46792	10/26/2026	City Clerk's Office	AT&T	09/26 CALNET SERVICES 9391031577	8.45
46792	10/26/2026	Code Enforcement	AT&T	09/26 CALNET SERVICES 9391026413	60.17
46792	10/26/2026	Comm & Rec Centers	AT&T	09/26 CALNET SERVICES 9391026392	60.68
46792	10/26/2026	Comm & Rec Centers	AT&T	09/26 CALNET SERVICES 9391026393	89.24
46792	10/26/2026	Comm & Rec Centers	AT&T	09/26 CALNET SERVICES 9391026391	306.25

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46792	10/26/2026	COMPUTER MAINT	AT&T	09/26 CALNET SERVICES 9391031559	2.34
46792	10/26/2026	COMPUTER MAINT	AT&T	09/26 CALNET SERVICES 9391026390	19.95
46792	10/26/2026	COMPUTER MAINT	AT&T	09/26 CALNET SERVICES 9391031577	16.92
46792	10/26/2026	Engineering	AT&T	09/26 CALNET SERVICES 9391031559	35.03
46792	10/26/2026	Engineering	AT&T	09/26 CALNET SERVICES 9391026390	69.84
46792	10/26/2026	Engineering	AT&T	09/26 CALNET SERVICES 9391031577	59.23
46792	10/26/2026	Facilities Maintenance	AT&T	09/26 CALNET SERVICES 9391031564	13.73
46792	10/26/2026	Facilities Maintenance	AT&T	09/26 CALNET SERVICES 9391026394	24.08
46792	10/26/2026	Finance	AT&T	09/26 CALNET SERVICES 9391031559	23.36
46792	10/26/2026	Finance	AT&T	09/26 CALNET SERVICES 9391026390	54.87
46792	10/26/2026	Finance	AT&T	09/26 CALNET SERVICES 9391031577	46.54
46792	10/26/2026	Fire	AT&T	09/26 CALNET SERVICES 9391026402	30.27
46792	10/26/2026	Fleet Maintenance	AT&T	09/26 CALNET SERVICES 9391031564	9.16
46792	10/26/2026	Fleet Maintenance	AT&T	09/26 CALNET SERVICES 9391026394	16.08
46792	10/26/2026	GRANT OVERSIGHT	AT&T	09/26 CALNET SERVICES 9391031559	11.68
46792	10/26/2026	GRANT OVERSIGHT	AT&T	09/26 CALNET SERVICES 9391026390	19.95
46792	10/26/2026	GRANT OVERSIGHT	AT&T	09/26 CALNET SERVICES 9391031577	16.92
46792	10/26/2026	HR/RISK MGT	AT&T	09/26 CALNET SERVICES 9391031559	7.01
46792	10/26/2026	HR/RISK MGT	AT&T	09/26 CALNET SERVICES 9391026390	14.94
46792	10/26/2026	HR/RISK MGT	AT&T	09/26 CALNET SERVICES 9391031577	12.67
46792	10/26/2026	Planning	AT&T	09/26 CALNET SERVICES 9391031559	11.68
46792	10/26/2026	Planning	AT&T	09/26 CALNET SERVICES 9391026390	24.93
46792	10/26/2026	Planning	AT&T	09/26 CALNET SERVICES 9391031577	21.14
46792	10/26/2026	STREETS	AT&T	09/26 CALNET SERVICES 9391031564	22.90
46792	10/26/2026	STREETS	AT&T	09/26 CALNET SERVICES 9391026394	40.16
46792	10/26/2026	Sewer Mtnc/Operations	AT&T	09/26 CALNET SERVICES 9391031564	16.02
46792	10/26/2026	Sewer Mtnc/Operations	AT&T	09/26 CALNET SERVICES 9391026394	28.10
46792	10/26/2026	SOLID WASTE	AT&T	09/26 CALNET SERVICES 9391031564	18.34
46792	10/26/2026	SOLID WASTE	AT&T	09/26 CALNET SERVICES 9391026394	32.12
46792	10/26/2026	Sr Citizen Comm. Serv.	AT&T	09/26 CALNET SERVICES 9391026389	30.27
46792	10/26/2026	Sr Citizen Comm. Serv.	AT&T	09/26 CALNET SERVICES 9391026395	30.27
46792	10/26/2026	UB - Garbage	AT&T	09/26 CALNET SERVICES 9391031559	6.21
46792	10/26/2026	UB - Garbage	AT&T	09/26 CALNET SERVICES 9391031564	4.58
46792	10/26/2026	UB - Garbage	AT&T	09/26 CALNET SERVICES 9391026390	16.18
46792	10/26/2026	UB - Garbage	AT&T	09/26 CALNET SERVICES 9391031577	13.73
46792	10/26/2026	UB - Garbage	AT&T	09/26 CALNET SERVICES 9391026394	8.03

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46792	10/26/2026	UB - Sewer	AT&T	09/26 CALNET SERVICES 9391031559	6.23
46792	10/26/2026	UB - Sewer	AT&T	09/26 CALNET SERVICES 9391031564	4.58
46792	10/26/2026	UB - Sewer	AT&T	09/26 CALNET SERVICES 9391026390	16.21
46792	10/26/2026	UB - Sewer	AT&T	09/26 CALNET SERVICES 9391031577	13.75
46792	10/26/2026	UB - Sewer	AT&T	09/26 CALNET SERVICES 9391026394	8.03
46792	10/26/2026	UB - Water	AT&T	09/26 CALNET SERVICES 9391031559	12.46
46792	10/26/2026	UB - Water	AT&T	09/26 CALNET SERVICES 9391031564	9.17
46792	10/26/2026	UB - Water	AT&T	09/26 CALNET SERVICES 9391026390	32.48
46792	10/26/2026	UB - Water	AT&T	09/26 CALNET SERVICES 9391031577	27.55
46792	10/26/2026	UB - Water	AT&T	09/26 CALNET SERVICES 9391026394	16.08
46792	10/26/2026	Water Mtnc/Operations	AT&T	09/26 CALNET SERVICES 9391031564	20.60
46792	10/26/2026	Water Mtnc/Operations	AT&T	09/26 CALNET SERVICES 9391026394	36.12
46792	10/26/2026	Water Quality Control	AT&T	09/26 CALNET SERVICES 9391031564	9.16
46792	10/26/2026	Water Quality Control	AT&T	09/26 CALNET SERVICES 9391026394	16.08
46792	10/26/2026	WWTP	AT&T	09/26 CALNET SERVICES 9391031564	13.73
46792	10/26/2026	WWTP	AT&T	09/26 CALNET SERVICES 9391026394	24.08
46792	10/26/2026	City Manager	AT&T	09/26 CALNET SERVICES 9391031559	9.34
46792	10/26/2026	City Manager	AT&T	09/26 CALNET SERVICES 9391026390	9.96
46792	10/26/2026	City Manager	AT&T	09/26 CALNET SERVICES 9391031577	8.45
46792	10/26/2026	Purchasing	AT&T	09/26 CALNET SERVICES 9391031564	13.73
46792	10/26/2026	Purchasing	AT&T	09/26 CALNET SERVICES 9391026394	24.08
46792	10/26/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391031579	281.86
46792	10/26/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391026411	98.92
46792	10/26/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391031561	155.70
46792	10/26/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391031578	156.76
46792	10/26/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391084616	572.98
46792	10/26/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391031566	155.70
46793	10/26/2026	Aquatics Programs	AT&T	09/26 CALNET SERVICES 9391026397	28.71
46794	10/26/2026	PD Operations	AT&T	07/26 CRADLE POINT FNP1	859.75
46794	10/26/2026	PD Operations	AT&T	04/26 CRADLE POINT FNP1	734.75
46794	10/26/2026	PD Operations	AT&T	09/26 CRADLE POINT FNP1	878.00
46795	10/26/2026	Engineering	AKEL ENGINEERING GROUP, INC.	DRAINAGE STUDY	2,242.00
46796	10/26/2026	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER CARTRIDGE	92.45
46796	10/26/2026	PD Operations	AMERICAN BUSINESS MACHINES	RELOCATION & INSTALLATION	385.00
46797	10/26/2026	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT SVS	320.00
46798	10/26/2026	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER CONTRACT	36.94

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46798	10/26/2026	Building	CANON FINANCIAL SERVICES	COPIER CONTRACT	243.17
46798	10/26/2026	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER CONTRACT	282.07
46798	10/26/2026	Engineering	CANON FINANCIAL SERVICES	COPIER CONTRACT	705.59
46798	10/26/2026	Finance	CANON FINANCIAL SERVICES	COPIER CONTRACT	1,586.14
46798	10/26/2026	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER CONTRACT	409.85
46798	10/26/2026	Parks Administration	CANON FINANCIAL SERVICES	COPIER CONTRACT	617.21
46798	10/26/2026	Planning	CANON FINANCIAL SERVICES	COPIER CONTRACT	331.83
46798	10/26/2026	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT	274.96
46798	10/26/2026	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER CONTRACT	274.96
46798	10/26/2026	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER CONTRACT	282.07
46798	10/26/2026	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER CONTRACT	282.07
46798	10/26/2026	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT	274.97
46798	10/26/2026	Water Quality Control	CANON FINANCIAL SERVICES	COPIER CONTRACT	32.48
46798	10/26/2026	WWTP	CANON FINANCIAL SERVICES	COPIER CONTRACT	48.62
46798	10/26/2026	PD Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT	674.12
46799	10/26/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM REPAIR - JWYC	1,329.50
46799	10/26/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM EMERGENCY CALL OUT - JWYC	1,065.00
46800	10/26/2026	MEAS K - PD	FRESNO CITY COLLEGE	REGISTRATION FEES - POLICE ACADEMY	2,736.00
46801	10/26/2026	TRANS - DAR	J'S COMMUNICATIONS	TRANSIT RADIO POWER BACKUP	2,809.09
46802	10/26/2026	Animal Control	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	416.39
46802	10/26/2026	Animal Control	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	805.64
46803	10/26/2026	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 10/26	220.00
46804	10/26/2026	STREETS	MADERA CARPORTS INC.	CARPORT 18' X 26'	5,737.25
46805	10/26/2026	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 08/26	549.00
46806	10/26/2026	PAYROLL TRUST	M P O A	MONTHLY DUES 10/26	7,890.44
46807	10/26/2026	Animal Control	MADERA VETERINARY CENTER	VETERINARY SERVICES	72.00
46808	10/26/2026	Code Enforcement	MENDOZA, CLAUDIA	PER DIEM - CACEO CONFERNECE	236.50
46809	10/26/2026	AIRPORT OPS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE	1,121.32
46809	10/26/2026	DRAINAGE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE	2,725.36
46809	10/26/2026	Street Cleaning	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE	33,819.58
46809	10/26/2026	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE	5,740.94
46810	10/26/2026	General Trust Fund	WILLDAN FINANCIAL SERVICES	CFD 2005-1 ANNEXATION #18	3,500.00
46811	10/26/2026	PD Operations	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - PD	111.90
46812	10/26/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	8.65
46812	10/26/2026	Central Admin	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	51.29
46812	10/26/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	1,964.45

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46812	10/26/2026	DRAINAGE	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	401.94
46812	10/26/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 5207933925-6	93.96
46812	10/26/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9787342989-4	175.54
46812	10/26/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	5,230.46
46812	10/26/2026	Fire	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	73.62
46812	10/26/2026	Parks	PACIFIC GAS & ELECTRIC	09/26 SERVICE 8675479583-8	64.42
46812	10/26/2026	Parks	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	178.17
46812	10/26/2026	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	22.40
46812	10/26/2026	SOLID WASTE	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	6.20
46812	10/26/2026	Sr Citizen Comm. Serv.	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	8.38
46812	10/26/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	27,919.36
46812	10/26/2026	Zone 34B Activities	PACIFIC GAS & ELECTRIC	09/26 SERVICE 0443905948-8	11.56
46812	10/26/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	78.98
46812	10/26/2026	Zone 26 Activities	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	10.51
46812	10/26/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	21.35
46812	10/26/2026	PD Operations	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	271.43
46812	10/26/2026	Zone 39 Activities	PACIFIC GAS & ELECTRIC	09/26 SERVICE 6948316261-1	22.78
46812	10/26/2026	Parking Dist Operation	PACIFIC GAS & ELECTRIC	09/26 SERVICE 9920095153-3	91.93
46813	10/26/2026	Traffic Signal	SALEM ENGINEERING GROUP	TESTING FOR PROJECT TS-24	970.00
46814	10/26/2026	Finance	PHOENIX GROUP INFO SYS	CITATIONS 08/26	360.47
46815	10/26/2026	WWTP	POLYDYNE INC.	POLYMER DEWATERING	46,010.58
46816	10/26/2026	RMRA	PROVOST & PRITCHARD CONSULTING	ENGINEERING DESIGN SERVICES	23,243.28
46817	10/26/2026	PD Operations	SPEAKWRITE LLC	TRANSLATION SERVICES	370.35
46818	10/26/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 10/23/26 PAYROLL	913.45
46819	10/26/2026	Prop 68 Grant	TAYLOR BACKHOE SERVICE	JAMES TAUBERT PARK PK-67 CONSTRUCTION SVS	135,083.27
46820	10/26/2026	Computer Replacement	TYLER TECHNOLOGIES INC.	SOFTWARE RENEWAL	110,772.78
46821	10/26/2026	PD Operations	OTP - FINANCE	PER DIEM - CLETS T4T	236.50
46822	10/26/2026	Code Enforcement	OTP - FINANCE	PER DIEM - CACEO CONFERENCE	236.50
46823	10/26/2026	Building	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	209.20
46823	10/26/2026	General Fund	BLDING/PLAN REFNDS	PROJECT CANCELLED - REIMBURSE FEES	0.50
46824	10/26/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46825	10/26/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY SHELTER	50.00
46826	10/26/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	200.00
46827	10/26/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA	50.00
46828	10/26/2026	Water Fund	OTP- UB REFUNDS	UB 9918100 TERM REFUND	40.13
46829	10/26/2026	Water Fund	OTP- UB REFUNDS	UB 9925517 TERM REFUND	203.77

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46830	10/26/2026	Water Fund	OTP- UB REFUNDS	UB 9916841 TERM REFUND	233.49
46831	10/26/2026	Drainage Sys.Operation	OTP- UB REFUNDS	UB 9362003 TERM REFUND	29.87
46832	10/26/2026	Water Utility	OTP- UB REFUNDS	UB 9913946-553360 TERM REFUND	17.58
46833	10/26/2026	Water Fund	OTP- UB REFUNDS	UB 9924840 TERM REFUND	261.00
46834	10/26/2026	Water Fund	OTP- UB REFUNDS	UB 9926362 TERM REFUND	137.30
46835	10/26/2026	Water Fund	OTP- UB REFUNDS	UB 6494001 TERM REFUND	98.34
46836	10/26/2026	Water Fund	OTP- UB REFUNDS	UB 4966009 TERM REFUND	122.11
46837	10/26/2026	Water Fund	OTP- UB REFUNDS	UB 10000864 TERM REFUND	278.20
46838	10/26/2026	Water Fund	OTP- UB REFUNDS	UB 10000899 TERM REFUND	251.30
46839	10/29/2026	City Attorney	ALAN R ALVORD	CONSULTING SERVICES - HEARING OFFICER	5,392.00
46840	10/29/2026	General Fund	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 05/01/26-07/31/26	4,140.83
46841	10/29/2026	HR/RISK MGT	OTP - FINANCE	PER DIEM - CALPELRA ANNUAL CONFERENCE	176.00
46842	10/29/2026	TRANS - FIXED	OTP - FINANCE	PER DIEM - CALACT/MOBILITY TRANSFORMED CONFERE	161.25
46842	10/29/2026	TRANS - DAR	OTP - FINANCE	PER DIEM - CALACT/MOBILITY TRANSFORMED CONFERE	161.25
46843	11/06/2026	Water Mtnc/Operations	AQUA METRIC SALES COMPANY	WATER METER REGISTER	9,196.83
46844	11/06/2026	PD Operations	RAUL R. HERRERA JR.	POLYGRAPHS	6,250.00
46845	11/06/2026	HR/RISK MGT	ANDY'S SPORTS & DESIGN	STREET BANNER	1,189.67
46846	11/06/2026	Deferred Maintenance	PRESTIGE CUSTOM GLASS	DOUBLE DOORS - PANAM	5,944.02
46847	11/06/2026	PD Operations	CV FORENSIC NURSING SPECIALISTS	EXAM - 26M-05818/26M-06040/26M-06413	3,500.00
46848	11/06/2026	Water Mtnc/Operations	DAVIDS ENGINEERING, INC.	PROFESSIONAL ENG SERVICES	1,859.22
46849	11/06/2026	Fire	BAUER COMPRESSORS, INC	ANNUAL SBCA FLOW TESTING	4,016.90
46850	11/06/2026	Computer Replacement	ZONES IT SOLUTIONS INC	VEEAM BACKUP SOFTWARE RENEWAL	19,681.56
46851	11/06/2026	PD Operations	LAW DOG K9	K9 VENDOR TRAINING	700.00
46852	11/06/2026	Sewer Capital Outlay	MKN & ASSOCIATES	PROFESSIONAL ENG SERVICES PROFESSIONAL ENG SERV	16,732.25
46853	11/06/2026	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES MEDICAL SUPPLIES	150.35
46854	11/06/2026	PD Operations	MADERA COUNTY FOOD BANK	COPY PAPER	800.00
46855	11/06/2026	UB - Garbage	SAFEGUARD BUSINESS SYSTEMS, INC.	UB BAGS AND DEPOSIT SLIPS	170.71
46855	11/06/2026	UB - Sewer	SAFEGUARD BUSINESS SYSTEMS, INC.	UB BAGS AND DEPOSIT SLIPS	170.71
46855	11/06/2026	UB - Water	SAFEGUARD BUSINESS SYSTEMS, INC.	UB BAGS AND DEPOSIT SLIPS	341.42
46856	11/06/2026	Planning	MICHAEL BAKER INTERNATIONAL, INC.	CONSULTING SERVICES - HOUSING ELEMENT	5,230.00
46857	11/06/2026	Finance	FOSTER & FOSTER CONSULTING ACTUARIES, INC.	GASB 75 PREP	1,250.00
46858	11/06/2026	CDBG Public Improvement	ISMAEL VALENZUELA	TREE REMOVAL	7,475.00
46859	11/06/2026	PD Operations	B & M SUPPLIERS LLC	NITRILE GLOVES	475.00
46860	11/06/2026	MEAS K - FIRE	FIRE APPARATUS SOLUTIONS	REPAIR WORK - E58	4,893.42
46861	11/06/2026	Facilities Maintenance	OPTERRA ENERGY SERVICES, LLC	WWTP - OMVERTER 20 REPAIR	2,714.88
46862	11/06/2026	Facilities Maintenance	GARICA OROZCO ALVARO	HVAC SERVICE - PW SERVER ROOM	422.50

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46862	11/06/2026	Facilities Maintenance	GARICA OROZCO ALVARO	HVAC SERVICE - CITY HALL SERVER	422.50
46863	11/06/2026	FAU CMAQ	ST FRANCIS ELECTRIC LLC	TS-32 TRAFFIC INSTALL AT E. SOUTH ST & N. D ST	5,523.50
46863	11/06/2026	FAU CMAQ	ST FRANCIS ELECTRIC LLC	TS-24 TRAFFIC INSTALL AT CLEVELAND & GRANADA	36,440.20
46863	11/06/2026	LTF - Streets	ST FRANCIS ELECTRIC LLC	TS-32 TRAFFIC INSTALL AT E. SOUTH ST & N. D ST	715.61
46863	11/06/2026	LTF - Streets	ST FRANCIS ELECTRIC LLC	TS-24 TRAFFIC INSTALL AT CLEVELAND & GRANADA	4,721.21
46864	11/06/2026	STREETS	Z.A.P. MANUFACTURING, INC	SIGNS	5,296.51
46865	11/06/2026	LTF - Streets	HNTB CORPORATION	CONSULTANT SERVICES AGREEMENT	27,824.83
46865	11/06/2026	Railroad Crossing Elimin.	HNTB CORPORATION	CONSULTANT SERVICES AGREEMENT	111,299.32
46866	11/06/2026	FAU CMAQ	VILLALOBOS & ASSOCIATES INC	R-93 WASHINGTON SCHOOLS SIDEWALK CONTRUCTION	51,977.54
46866	11/06/2026	LTF - Streets	VILLALOBOS & ASSOCIATES INC	R-93 WASHINGTON SCHOOLS SIDEWALK CONTRUCTION	7,087.84
46867	11/06/2026	Water Mtnc/Operations	TAP MASTER, INC.	VALVE INSERTION - 400 N GATEWAY DR	11,989.00
46868	11/06/2026	STREETS	VISTA PAINT CORPORATION	TRAFFIC PAINT	2,554.89
46869	11/06/2026	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,860.00
46870	11/06/2026	Comm & Rec Centers	AT&T	09/26 CALNET SERVICES 9391026396	265.71
46870	11/06/2026	Sewer Mtnc/Operations	AT&T	10/26 CALNET SERVICES 9391031570	193.44
46870	11/06/2026	Sr Citizen Comm. Serv.	AT&T	09/26 CALNET SERVICES 9391026403	33.04
46870	11/06/2026	Sr Citizen Comm. Serv.	AT&T	09/26 CALNET SERVICES 9391026398	30.27
46870	11/06/2026	PD Operations	AT&T	10/26 CALNET SERVICES 93910205144	155.70
46870	11/06/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391026401	30.27
46870	11/06/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391068734	59.45
46870	11/06/2026	PD Operations	AT&T	09/26 CALNET SERVICES 9391059143	3,981.55
46871	11/06/2026	Sewer Capital Outlay	BLAIR CHURCH & FLYNN	SS-08 2018 MANHOLE PROJECT & SS-09 SEWER REPAIRS	256.00
46872	11/06/2026	PD Operations	BUGGY SHOWER CAR WASH	PD CAR WASHES - 07/26	460.00
46872	11/06/2026	PD Operations	BUGGY SHOWER CAR WASH	PD CAR WASHES - 08/26	395.00
46872	11/06/2026	PD Operations	BUGGY SHOWER CAR WASH	PD CAR WASHES - 09/26	525.00
46873	11/06/2026	Building	CALIFORNIA BUILDING STANDARDS COMMISSION	BUILDING STANDARD ADMIN SPECIAL Q1 FY 26/27	(87.00)
46873	11/06/2026	General Fund	CALIFORNIA BUILDING STANDARDS COMMISSION	BUILDING STANDARD ADMIN SPECIAL Q1 FY 26/27	870.00
46874	11/06/2026	PD Operations	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	350.00
46875	11/06/2026	General Fund	DIVISION OF THE STATE ARCHITECT	SB-1186 DSA 796 QTR 1 FY 26/27	804.80
46876	11/06/2026	Building	COMCAST	CITY INTERNET CONNECTION 10/26	72.47
46876	11/06/2026	City Attorney	COMCAST	CITY INTERNET CONNECTION 10/26	21.45
46876	11/06/2026	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 10/26	21.59
46876	11/06/2026	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 10/26	154.11
46876	11/06/2026	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 10/26	103.09
46876	11/06/2026	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 10/26	42.00
46876	11/06/2026	Engineering	COMCAST	CITY INTERNET CONNECTION 10/26	143.76

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46876	11/06/2026	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 10/26	31.65
46876	11/06/2026	Finance	COMCAST	CITY INTERNET CONNECTION 10/26	113.29
46876	11/06/2026	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 10/26	21.59
46876	11/06/2026	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 10/26	42.00
46876	11/06/2026	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 10/26	42.00
46876	11/06/2026	Parks	COMCAST	CITY INTERNET CONNECTION 10/26	52.06
46876	11/06/2026	Parks Administration	COMCAST	CITY INTERNET CONNECTION 10/26	41.86
46876	11/06/2026	Planning	COMCAST	CITY INTERNET CONNECTION 10/26	51.77
46876	11/06/2026	STREETS	COMCAST	CITY INTERNET CONNECTION 10/26	52.06
46876	11/06/2026	Recreation	COMCAST	CITY INTERNET CONNECTION 10/26	62.27
46876	11/06/2026	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 10/26	36.83
46876	11/06/2026	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 10/26	41.87
46876	11/06/2026	Sr Citizen Community Servi	COMCAST	CITY INTERNET CONNECTION 10/26	41.86
46876	11/06/2026	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 10/26	34.31
46876	11/06/2026	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 10/26	34.31
46876	11/06/2026	UB - Water	COMCAST	CITY INTERNET CONNECTION 10/26	67.44
46876	11/06/2026	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 10/26	47.03
46876	11/06/2026	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 10/26	21.59
46876	11/06/2026	WWTP	COMCAST	CITY INTERNET CONNECTION 10/26	31.65
46876	11/06/2026	City Manager	COMCAST	CITY INTERNET CONNECTION 10/26	21.45
46876	11/06/2026	Purchasing	COMCAST	CITY INTERNET CONNECTION 10/26	31.65
46877	11/06/2026	COMPUTER MAINT	COMCAST	ERVICES 8155500320322006 10/26	92.88
46877	11/06/2026	PD Operations	COMCAST	SERVICES 8155500320092096 10/26	239.58
46878	11/06/2026	PD Operations	CYRUN	ALLIANCE MAINTENANCE & SUPPORT CONTRACTONTRA	50,000.00
46879	11/06/2026	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - FIRE #58	859.50
46879	11/06/2026	Comm & Rec Centers	DIAMOND COMMUNICATIONS	SERVICE CALL - JWYC	669.50
46880	11/06/2026	Comm & Rec Centers	ENVIRO CLEAN	PARKS - TRASH LINERS	212.17
46880	11/06/2026	Parks	ENVIRO CLEAN	PARKS - MAINTENANCE SUPPLIES	1,017.55
46881	11/06/2026	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 10/01/26-10/15/26	6,690.00
46882	11/06/2026	PD Operations	FRESNO CITY COLLEGE	REGISTRATION FEE - FIELD TRAINING OFFICER	145.00
46883	11/06/2026	Facilities Maintenance	GRAINGER, INC.	CRIMP TOOL - FIRE #58	3,064.67
46884	11/06/2026	General Trust Fund	GREATHOUSE, KIMBERLY	RETURNED ACH PAYMENT	50.00
46885	11/06/2026	PD Operations	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	979.94
46886	11/06/2026	Animal Control	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	356.37
46887	11/06/2026	LTF - Streets	MADERA COUNTY	AMTRAK STATION 50/50 MAINTENANCE	1,620.02
46888	11/06/2026	City Clerk's Office	MADERA TRIBUNE	PUBLIC NOTICE - ORD 1025 CS	344.50

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46888	11/06/2026	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT	140.60
46888	11/06/2026	Purchasing	MADERA TRIBUNE	REQUEST FOR BID - IFB 202627-03	1,209.00
46888	11/06/2026	Purchasing	MADERA TRIBUNE	REQUEST FOR BID - IFB 202627-05	1,105.00
46888	11/06/2026	Water Mtnc/Operations	MADERA TRIBUNE	PUBLIC NOTICE - UWMP 2025	396.00
46889	11/06/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	10/26 SERVICE 3819620697-3	131.61
46889	11/06/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	10/26 SERVICE 8307681856-2	1,314.34
46889	11/06/2026	Engineering	PACIFIC GAS & ELECTRIC	10/26 SERVICE 2000655655-7	2,218.72
46889	11/06/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/26 SERVICE 7928098441-4	55.44
46889	11/06/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/26 SERVICE 3499945233-6	108.79
46889	11/06/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/26 SERVICE 8178280304-3	221.31
46889	11/06/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/26 SERVICE 3352588453-3	151.97
46889	11/06/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/26 SERVICE 1619119913-8	129.17
46889	11/06/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/26 SERVICE 7949615676-5	23.17
46889	11/06/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	10/26 SERVICE 6690755760-8	106.75
46889	11/06/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	10/26 SERVICE 9172110863-6	855.55
46889	11/06/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	10/26 SERVICE 3642526071-2	82.10
46889	11/06/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	10/26 SERVICE 9109225160-1	592.01
46889	11/06/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	10/26 SERVICE 9651992016-7	221.65
46889	11/06/2026	WWTP	PACIFIC GAS & ELECTRIC	10/26 SERVICE 1902328695-8	23.82
46890	11/06/2026	LTF - Streets	SALEM ENGINEERING GROUP	TESTING FOR PROJECT R-93	5,027.00
46891	11/06/2026	Water Mtnc/Operations	PROVOST & PRITCHARD CONSULTING	UWMP UPDATE 2025UWMP UPDATE 2025	3,905.85
46892	11/06/2026	Home DAP	RANEY PLANNING & MANAGEMENT, INC.	ANNUAL HOME MONITORING ANNUAL HOME MONITC	9,363.00
46893	11/06/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 11/06/26 PAYROLLFF	1,444.39
46894	11/06/2026	Water Capital Outlay	STEVE DOVALI CONSTRUCTION	W-GW-001 MUNICIPAL WATER WELL 37W-GW-001 MU	295,664.15
46895	11/06/2026	LTF - Streets	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICESCONSULTING SERVICES	96.97
46895	11/06/2026	MEAS T - RTP	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES CONSULTING SERVICES	4,270.00
46896	11/06/2026	PD Operations	TORRES BODY SHOP	REPAIRS #6021REPAIRS #6021	3,959.62
46897	11/06/2026	PD Operations	OTP - FINANCE	REIMBURSEMENT - UNIFORM REPLACEMENTREIMBURS	96.55
46898	11/06/2026	PAYROLL TRUST	OTP - FINANCE	457 LOAN DEDUCTION REFUND 457 LOAN DEDUCTION	146.86
46899	11/06/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 9922760-511846 TURF REBATE - 99227(	2,973.00
46900	11/06/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER #36 DEPOSIT REFUND - MET	1,700.00
46901	11/06/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER # 16 DEPOSIT REFUND - MET	1,700.00
46902	11/06/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER # 14 DEPOSIT REFUND - MET	1,700.00
46903	11/06/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER # 31 DEPOSIT REFUND - MET	1,700.00
46904	11/06/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER # 16 DEPOSIT REFUND - MET	1,700.00
46905	11/06/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER # 36 DEPOSIT REFUND - MET	1,700.00

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46906	11/06/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER # 42 DEPOSIT REFUND - MET	1,700.00
46907	11/06/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER # 38 DEPOSIT REFUND - MET	1,700.00
46908	11/06/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - METER # 28 DEPOSIT REFUND - MET	1,700.00
46909	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9920194 TERM REFUND	41.35
46910	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9905737 TERM REFUND	462.25
46911	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9921186 TERM REFUND	500.00
46912	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9924487 TERM REFUND	400.00
46913	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9890899 TERM REFUND	76.40
46914	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 10000784 TERM REFUND	1,499.12
46915	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9909379 TERM REFUND	92.91
46916	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9920016 TERM REFUND	31.00
46917	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9921653 TERM REFUND	109.68
46918	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9920412 TERM REFUND	235.16
46919	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9921837 TERM REFUND	130.19
46920	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9925498 TERM REFUND	294.74
46921	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9892904 TERM REFUND	198.23
46922	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9926388 TERM REFUND	379.57
46923	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9900719 TERM REFUND	0.17
46924	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 10000542 TERM REFUND	0.72
46925	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9920032 TERM REFUND	360.00
46926	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9916492 TERM REFUND	65.68
46927	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9891330 TERM REFUND	198.23
46928	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9923714 TERM REFUND	255.82
46929	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 9893082 TERM REFUND	204.62
46930	11/06/2026	Water Fund	OTP- UB REFUNDS	UB 10000395 TERM REFUND	119.15
1060	11/01/2026	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	218.98
1060	11/01/2026	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	324.03
1060	11/01/2026	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	174.30
1060	11/01/2026	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	498.62
1060	11/01/2026	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	582.45
1060	11/01/2026	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	230.21
1060	11/01/2026	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	473.66
1060	11/01/2026	Fleet Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	156.74
1060	11/01/2026	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	389.48
1060	11/01/2026	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	3,738.46
1060	11/01/2026	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	2,215.66

CITY OF MADERA

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

November 18, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
1060	11/01/2026	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	1,537.14
1060	11/01/2026	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	2,226.47
1060	11/01/2026	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	5,842.97
1060	11/01/2026	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	5,316.26
1060	11/01/2026	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	2,186.40
1060	11/01/2026	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	402.87
1060	11/01/2026	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	11,027.70
1060	11/01/2026	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/15/26-06/30/26	400.41
1060	11/01/2026	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 06/15/26-06/30/26	1,204.55
1061	11/02/2026	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR PAYROLL 07/02/26	1,394.63
1062	11/02/2026	MEAS K - FIRE	BANK OF NEW YORK MELLON	2019 CFD LEASE REVENUE BOND PAYMENT	65,925.00
1062	11/02/2026	Sewer Fund	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND	64,625.77
1063	11/02/2026	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482 FOR PAYROLL 07/02/2026	780.37
1064	11/02/2026	Finance	PITNEY BOWES, INC.	PREPAID POSTAGE REFILL	5,000.00
1065	11/02/2026	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR PAYROLL 07/02/2026	52,361.74
1066	11/02/2026	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	525.00
1067	11/02/2026	Water Debt Service	BANK OF NEW YORK MELLON	2015 WATER REV REF BOND	22,107.50
1068	11/02/2026	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 07/02/26	16,286.79
1068	11/02/2026	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 07/02/26	1,802.24
1069	11/03/2026	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	315.87
1069	11/03/2026	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	199.34
1069	11/03/2026	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	150.49
1069	11/03/2026	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	294.88
1069	11/03/2026	COMPUTER MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	56.63
1069	11/03/2026	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	918.11
1069	11/03/2026	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	303.45
1069	11/03/2026	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	558.40
1069	11/03/2026	Fleet Motor Pool	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	36.87
1069	11/03/2026	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	347.45
1069	11/03/2026	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	305.51
1069	11/03/2026	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	3,408.17
1069	11/03/2026	Parks Administration	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	22.34
1069	11/03/2026	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	2,209.96
1069	11/03/2026	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	1,038.74
1069	11/03/2026	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	1,820.72
1069	11/03/2026	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	4,911.32

CITY OF MADERA

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

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CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
1069	11/03/2026	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	4,468.58
1069	11/03/2026	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	1,455.59
1069	11/03/2026	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	9,521.05
1069	11/03/2026	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/16/26-06/30/26	353.07
1070	11/03/2026	AIRPORT OPS	CSJVRMA	Q1WORKERS COMP & LIABILITY	27,115.38
1070	11/03/2026	Animal Control	CSJVRMA	Q1WORKERS COMP & LIABILITY	3,092.98
1070	11/03/2026	Aquatics Programs	CSJVRMA	Q1WORKERS COMP & LIABILITY	8,428.15
1070	11/03/2026	Building	CSJVRMA	Q1WORKERS COMP & LIABILITY	6,904.39
1070	11/03/2026	CDBG ADMIN	CSJVRMA	Q1WORKERS COMP & LIABILITY	1,187.18
1070	11/03/2026	Central Admin	CSJVRMA	Q1WORKERS COMP & LIABILITY	36,939.36
1070	11/03/2026	City Clerk's Office	CSJVRMA	Q1WORKERS COMP & LIABILITY	2,091.76
1070	11/03/2026	City Council	CSJVRMA	Q1WORKERS COMP & LIABILITY	6,924.48
1070	11/03/2026	Code Enforcement	CSJVRMA	Q1WORKERS COMP & LIABILITY	8,690.50
1070	11/03/2026	Comm & Rec Centers	CSJVRMA	Q1WORKERS COMP & LIABILITY	35,960.88
1070	11/03/2026	COMPUTER MAINT	CSJVRMA	Q1WORKERS COMP & LIABILITY	5,117.59
1070	11/03/2026	DRAINAGE	CSJVRMA	Q1WORKERS COMP & LIABILITY	6,751.21
1070	11/03/2026	Engineering	CSJVRMA	Q1WORKERS COMP & LIABILITY	19,455.77
1070	11/03/2026	Facilities Maintenance	CSJVRMA	Q1WORKERS COMP & LIABILITY	17,731.88
1070	11/03/2026	Finance	CSJVRMA	Q1WORKERS COMP & LIABILITY	7,815.01
1070	11/03/2026	Fire	CSJVRMA	Q1WORKERS COMP & LIABILITY	45,677.18
1070	11/03/2026	Fleet Maintenance	CSJVRMA	Q1WORKERS COMP & LIABILITY	11,332.73
1070	11/03/2026	Fleet Motor Pool	CSJVRMA	Q1WORKERS COMP & LIABILITY	2,347.07
1070	11/03/2026	GRANT OVERSIGHT	CSJVRMA	Q1WORKERS COMP & LIABILITY	395.62
1070	11/03/2026	GRAFFITI ABATE	CSJVRMA	Q1WORKERS COMP & LIABILITY	1,882.44
1070	11/03/2026	HR/RISK MGT	CSJVRMA	Q1WORKERS COMP & LIABILITY	3,956.85
1070	11/03/2026	INTERMODAL BLDG	CSJVRMA	Q1WORKERS COMP & LIABILITY	4,622.62
1070	11/03/2026	LMD Services	CSJVRMA	Q1WORKERS COMP & LIABILITY	7,141.94
1070	11/03/2026	Parks	CSJVRMA	Q1WORKERS COMP & LIABILITY	160,914.19
1070	11/03/2026	Parks Administration	CSJVRMA	Q1WORKERS COMP & LIABILITY	3,205.01
1070	11/03/2026	Planning	CSJVRMA	Q1WORKERS COMP & LIABILITY	5,322.43
1070	11/03/2026	STREETS	CSJVRMA	Q1WORKERS COMP & LIABILITY	274,615.94
1070	11/03/2026	Recreation	CSJVRMA	Q1WORKERS COMP & LIABILITY	4,567.24
1070	11/03/2026	Sewer Mtnc/Operations	CSJVRMA	Q1WORKERS COMP & LIABILITY	49,562.98
1070	11/03/2026	SOLID WASTE	CSJVRMA	Q1WORKERS COMP & LIABILITY	771.69
1070	11/03/2026	Sports Programs	CSJVRMA	Q1WORKERS COMP & LIABILITY	2,740.04
1070	11/03/2026	Sr Citizen Comm. Serv.	CSJVRMA	Q1WORKERS COMP & LIABILITY	2,858.88

CITY OF MADERA

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

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CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
1070	11/03/2026	Street Cleaning	CSJVRMA	Q1WORKERS COMP & LIABILITY	9,435.32
1070	11/03/2026	Tire Clean Up	CSJVRMA	Q1WORKERS COMP & LIABILITY	742.06
1070	11/03/2026	TRANS - FIXED	CSJVRMA	Q1WORKERS COMP & LIABILITY	21,454.08
1070	11/03/2026	TRANS - DAR	CSJVRMA	Q1WORKERS COMP & LIABILITY	2,047.77
1070	11/03/2026	UB - Garbage	CSJVRMA	Q1WORKERS COMP & LIABILITY	2,492.89
1070	11/03/2026	UB - Sewer	CSJVRMA	Q1WORKERS COMP & LIABILITY	1,562.94
1070	11/03/2026	UB - Water	CSJVRMA	Q1WORKERS COMP & LIABILITY	3,116.11
1070	11/03/2026	WATER CONSERV	CSJVRMA	Q1WORKERS COMP & LIABILITY	1,978.42
1070	11/03/2026	Water Mtnc/Operations	CSJVRMA	Q1WORKERS COMP & LIABILITY	385,198.19
1070	11/03/2026	Water Quality Control	CSJVRMA	Q1WORKERS COMP & LIABILITY	3,279.96
1070	11/03/2026	WWTP	CSJVRMA	Q1WORKERS COMP & LIABILITY	188,301.53
1070	11/03/2026	MEAS K - PD	CSJVRMA	Q1WORKERS COMP & LIABILITY	16,857.53
1070	11/03/2026	City Manager	CSJVRMA	Q1WORKERS COMP & LIABILITY	2,670.99
1070	11/03/2026	Fleet Acquisition	CSJVRMA	Q1WORKERS COMP & LIABILITY	148.47
1070	11/03/2026	Purchasing	CSJVRMA	Q1WORKERS COMP & LIABILITY	1,088.19
1070	11/03/2026	Special Events	CSJVRMA	Q1WORKERS COMP & LIABILITY	761.61
1070	11/03/2026	PD Operations	CSJVRMA	Q1WORKERS COMP & LIABILITY	431,649.40
1070	11/03/2026	Successor Agency Admin	CSJVRMA	Q1WORKERS COMP & LIABILITY	1,150.43
1070	11/03/2026	Prop 64	CSJVRMA	Q1WORKERS COMP & LIABILITY	1,406.53
1070	11/03/2026	PD Tire Amnesty Grant	CSJVRMA	Q1WORKERS COMP & LIABILITY	316.50
1070	11/03/2026	COPS Hiring Grant	CSJVRMA	Q1WORKERS COMP & LIABILITY	3,956.85
1070	11/03/2026	PW Safe & Clean Initiative	CSJVRMA	Q1WORKERS COMP & LIABILITY	3,599.20
1070	11/03/2026	Schools Policing	CSJVRMA	Q1WORKERS COMP & LIABILITY	3,367.84
1070	11/03/2026	PD Housing Authority	CSJVRMA	Q1WORKERS COMP & LIABILITY	989.21
1070	11/03/2026	MCDPH Agreements	CSJVRMA	Q1WORKERS COMP & LIABILITY	168.03
1070	11/03/2026	MUSD Agreements	CSJVRMA	Q1WORKERS COMP & LIABILITY	603.36
1070	11/03/2026	Parking Dist Operation	CSJVRMA	Q1WORKERS COMP & LIABILITY	474.75
1070	11/03/2026	DAP Program Income	CSJVRMA	Q1WORKERS COMP & LIABILITY	148.47
1070	11/03/2026	Special Investigation Unit	CSJVRMA	Q1WORKERS COMP & LIABILITY	1,978.42
1070	11/03/2026	PD Opioid Settlement	CSJVRMA	Q1WORKERS COMP & LIABILITY	5,490.15
1070	11/03/2026	Abandoned Vehicle Abate.	CSJVRMA	Q1WORKERS COMP & LIABILITY	722.20
1070	11/03/2026	Golf Operations	CSJVRMA	Q1WORKERS COMP & LIABILITY	9,154.20
1070	11/03/2026	Public Works Admin	CSJVRMA	Q1WORKERS COMP & LIABILITY	168.03
1071	11/03/2026	WWTP Bond Admin	BANK OF NEW YORK MELLON	2021 WASTEWATER LOAN	466,646.75
1072	11/03/2026	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR PAYROLL 07/17/26	829.29
1073	11/03/2026	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	MONTHLY DUES 06/26	3,547.50

CITY OF MADERA

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

November 18, 2026

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1074	11/03/2026	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 07/17/26	2,334.92
1074	11/03/2026	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 07/17/26	16,409.12
1075	11/03/2026	AIRPORT OPS	OPTERRA ENERGY SERVICES, LLC	O & M FEES	2,744.35
1075	11/03/2026	Aquatics Programs	OPTERRA ENERGY SERVICES, LLC	O & M FEES	530.93
1075	11/03/2026	Central Admin	OPTERRA ENERGY SERVICES, LLC	O & M FEES	860.16
1075	11/03/2026	Comm & Rec Centers	OPTERRA ENERGY SERVICES, LLC	O & M FEES	3,964.33
1075	11/03/2026	DRAINAGE	OPTERRA ENERGY SERVICES, LLC	O & M FEES	1,561.01
1075	11/03/2026	Engineering	OPTERRA ENERGY SERVICES, LLC	O & M FEES	321.09
1075	11/03/2026	Facilities Maintenance	OPTERRA ENERGY SERVICES, LLC	O & M FEES	19,997.78
1075	11/03/2026	Fire	OPTERRA ENERGY SERVICES, LLC	O & M FEES	1,871.06
1075	11/03/2026	INTERMODAL BLDG	OPTERRA ENERGY SERVICES, LLC	O & M FEES	923.96
1075	11/03/2026	Parks	OPTERRA ENERGY SERVICES, LLC	O & M FEES	2,439.29
1075	11/03/2026	Recreation	OPTERRA ENERGY SERVICES, LLC	O & M FEES	20.47
1075	11/03/2026	Sewer Mtnc/Operations	OPTERRA ENERGY SERVICES, LLC	O & M FEES	1,558.69
1075	11/03/2026	Sr Citizen Comm. Serv.	OPTERRA ENERGY SERVICES, LLC	O & M FEES	52.16
1075	11/03/2026	Water Mtnc/Operations	OPTERRA ENERGY SERVICES, LLC	O & M FEES	38,322.62
1075	11/03/2026	WWTP	OPTERRA ENERGY SERVICES, LLC	O & M FEES	19,278.65
1075	11/03/2026	MEAS K - PD	OPTERRA ENERGY SERVICES, LLC	O & M FEES	506.45
1075	11/03/2026	PD Operations	OPTERRA ENERGY SERVICES, LLC	O & M FEES	3,031.05
1075	11/03/2026	Parking Dist Operation	OPTERRA ENERGY SERVICES, LLC	O & M FEES	165.95
1076	11/03/2026	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	192.66
1076	11/03/2026	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	256.47
1076	11/03/2026	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	85.30
1076	11/03/2026	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	184.85
1076	11/03/2026	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	639.07
1076	11/03/2026	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	302.66
1076	11/03/2026	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	661.30
1076	11/03/2026	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	369.32
1076	11/03/2026	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	480.13
1076	11/03/2026	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	3,545.92
1076	11/03/2026	Parks Administration	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	93.17
1076	11/03/2026	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	2,307.19
1076	11/03/2026	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	1,341.13
1076	11/03/2026	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	2,294.81
1076	11/03/2026	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	5,088.14
1076	11/03/2026	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	4,629.46

CITY OF MADERA

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

November 18, 2026

CHECK	*PAY DATE*	*PAID FROM ORG*	*ISSUED TO*	*DESCRIPTION*	*AMOUNT*
1076	11/03/2026	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	1,785.06
1076	11/03/2026	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	473.82
1076	11/03/2026	PD Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	10,864.10
1076	11/03/2026	PW Safe & Clean Initiative	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 07/01/26-07/15/26	301.62
1077	11/03/2026	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR PAYROLL 07/31/26	889.64
1078	11/03/2026	Fire	VAN DE POL ENTERPRISES, INC.	MISC FUEL	1,765.65
1079	11/03/2026	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482 FOR PAYROLL 07/17/2026	780.37
1080	11/03/2026	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR PAYROLL 07/31/2026	38,346.87

BANK #1 - US BANK GENERAL ACCOUNT TOTAL **$ 6,253,542.90**

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REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-2

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 October 21, 2026, City Council agenda.

DISCUSSION:

The Civil Service Commission met November 3, 2026, and approved eligibility lists for the following classifications.

- Public Works Maintenance Worker II
- 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
John Leonardo	Code Enforcement Officer I	Police	FT	10/19/26
Micah Gabbard	Water System Worker I	Public Works	FT	10/19/26

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
Cesar Perez	Wastewater Treatment Lab Analyst/Environmental Compliance Inspector I	Wastewater Treatment Lab Analyst/Environmental Compliance Inspector II	7/9/26

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	Position	Department	Status*	Effective Date
David Brletic	Planning Manager	Planning	FT	10/9/26
Joseph Lopez	Public Dispatcher II	Police	FT	10/29/26
Lacy Burleson	Crime Analysis Technician	Police	FT	10/30/26

*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

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REPORT TO CITY COUNCIL

Approved by:

Harpiar Gandhi

Harpiar Gandhi, Public Works Ops Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-3

SUBJECT:

Appointment to the Airport Advisory Commission

RECOMMENDATION:

Adopt a Resolution approving the appointment of Todd Braner to the Airport Advisory Commission

SUMMARY:

The Rules of Procedure of the City of Madera Airport Advisory Commission (AAC), as revised November 19, 2025, state that the Commission shall consist of 7 members who shall be appointed in accordance with Section 2-3.101 of the Madera Municipal Code. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution. Councilwoman Anita Evans has nominated, and Mayor Gallegos has appointed, Todd Braner to the Airport Advisory Commission. The requested action is to approve the appointment of Mr. Braner.

DISCUSSION:

The AAC is a Council-appointed body established to serve in an advisory capacity to the City Council and staff on matters involving the Madera Municipal Airport (Airport). The AAC is tasked with reviewing the Airport's financial status and recommending an annual operating and capital budget, providing feedback on operational issues at the Airport, reviewing the Airport Master Plan and any special permits or proposals that deviate from it, reviewing rate studies, and reporting its activities to the City Council at least once a year. The Airport Advisory Commission is composed of representatives nominated by each Councilmember and appointed by the Mayor, plus one direct appointment by the Mayor, with each appointee serving a four-year term concurrent with the term of their appointing official and representing that official's corresponding district.

Councilwoman Anita Evans, who represents District 4, has nominated Todd Braner to serve as the District 4 Commissioner. Mayor Gallegos concurs with the nomination and has appointed Mr. Braner, subject to Council approval. In this case, Councilwoman Evans' term concludes on December 6, 2028; therefore, her

appointee's term would conclude at the same time. Should the Councilwoman be elected to fill her seat again, she may renominate Mr. Braner for a new term, subject to Council approval.

Mr. Braner has been a resident of the City of Madera for 18 years and works as a physician assistant. His educational background includes Agricultural Science at California Polytechnic State University, Physical Therapy at California State University, Fresno, and Medicine through Harvard/Northeastern University. As a pilot who operates out of the Airport and the current Secretary of the Madera County Aircrafters Club, he possesses firsthand knowledge of airport operations and has expressed an interest in seeing the Airport improve and expand.

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

Table 1: *Airport Advisory Commission Appointments*

Commissioner	*Nominating Councilmember*	*City Council District*
Vacant	Mayor Gallegos	At-large Mayor
Patrick Civiello	Mayor Pro Tem Zacharia	District 1
Issa Zacharia	Councilmember Rodriguez	District 2
Vacant	Councilmember Montes	District 3
Todd Braner	**Councilwoman Evans**	**District 4**
Vacant	Councilwoman Mejia	District 5
Ramon Lopez-Maciel	Councilmember Villegas	District 6

At this time, the City is seeking approval from the City Council of the appointment of Todd Braner. Per the Municipal Code, this appointment will be for a term matching the nominating Councilmember, or until a replacement is appointed. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact as Commissioners are not compensated for their service.

ALTERNATIVES:

Council may direct staff to seek additional applications to serve on the Commission.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Todd Braner

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING TODD BRANER TO THE CITY OF MADERA AIRPORT ADVISORY COMMISSION

WHEREAS, the City of Madera has established an Airport Advisory Commission (AAC) to serve in a volunteer capacity to fulfill the duties of the AAC as identified in the Airport Advisory Commission Rules of Procedure and City of Madera Municipal Code; and

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

WHEREAS, upon the nomination of Councilwoman Anita Evans, Mayor Gallegos has appointed Todd Braner to the AAC for a term concluding December 6, 2028, or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Todd Braner desires to serve on the Commission.

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

1. The above recitals are true and correct.

2. Todd Braner's appointment to the AAC for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code, is approved.

3. This resolution is effective immediately upon adoption.

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

Attachment 2: Volunteer Application for Todd Braner

Madera City Clerk
RECEIVED
By: BL
Date: 07/24/26

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

_____ ADA Advisory Council

✓ Airport Advisory Commission

_____ Beautification Committee

_____ Civil Service Commission

_____ CDBG Block Grant Commission

_____ Loan Review Committee

_____ Planning Commission

_____ Transit Advisory Board

_____ Other: _____

Please type or print in ink.

Brauer	Todd	M
LAST NAME	FIRST NAME	M.I.
[redacted]		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
S.P.O.C.	Physician A.	[redacted]
EMPLOYER	JOB TITLE	BUSINESS PHONE

Length of residence in the City of Madera:	Have you ever been convicted of a felony?	Are you 18 years of age or older?
Years 18 Months _____	Yes _____ No ✓	Yes ✓ No _____

Educational background:

Cal Poly - Ag Science
Fresno State (CSUF) - Physical Therapy
Harvard / Northeastern Univ. - Medical School

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

Madera Air Crafters Club. - Secretary

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

I am interested in serving for the following reasons:

Pilot at Madera Airport that would like to see improvements & expansion of the airport.

References (optional):

Issa Zacharia

7/20/24

Date

Signature

Please return completed application to:

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

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-4

SUBJECT:

Request to Waive City Fees Relating to the Downtown Christmas Parade

RECOMMENDATION:

Adopt a Resolution waiving the fees to cover the costs of Police, Public Works, Parks, and Engineering services relating to the Downtown Christmas Parade in the amount of $3,508

SUMMARY:

The Madera Downtown Association (MDA) and Madera Evening Lions (Lions Club) will be sponsoring the annual Downtown Christmas Parade on Friday, December 4, 2026. Historically, the City Council (Council) has recognized this function as a community event and has covered the costs associated with traffic control and clean-up.

DISCUSSION:

The MDA and Lions Club have formally requested the City waive all fees associated with Police, Public Works, Parks & Community Services, and Engineering services relating to the parade. Services include:

- Monitoring alternative traffic patterns to ensure safety
- Crowd control
- Returning the event area to appropriate standards of cleanliness
- Obtaining a special event permit

Each Department is equipped with personnel prepared to provide these services at the direction of Council. This year, the proposed parade route will deviate from its previous route due to the Downtown Madera State Route 145 improvements. The route of the Christmas Parade will be the same route followed for the Old Timers' Parade earlier this year.

The MDA and Lions Club will be required to obtain the required encroachment permits for the use of City streets as part of the parade route. As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided.

The City anticipates participating in this year's parade with several floats. The City covers the cost of entry fees at the standard rates for participating floats, which are not contemplated in the figures noted below.

FINANCIAL IMPACT:

The cost of providing City personnel is projected per the following:

- Police Department: traffic and crowd control is estimated at $1,930 to cover overtime for seven officers
- Public Works: $657
- Parks: $820
- Engineering: $101

It should be noted that these figures reflect the use of Police Department personnel assigned on an overtime basis. In prior years, the Police Department provided five personnel for the event; however, due to an extension of the parade route and the addition of an after-event this year, seven personnel will be required to ensure adequate traffic and crowd control coverage. The total amount being requested for Council fee relief is $3,508. Additionally, the $101 Engineering fee represents the cost of the special event permit proposed for waiver.

ALTERNATIVES:

Council may elect to deny the request to waive fees or may request additional information.

ATTACHMENTS:

1. Resolution Waiving the Fees to Cover the Costs of Police, Public Works, Parks, and Engineering Services relating to the Downtown Christmas Parade
2. Request Email Authored by the Madera Downtown Association and Madera Evening Lions

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, PARK AND ENGINEERING SERVICES RELATING TO THE DOWNTOWN CHRISTMAS PARADE FOR MADERA DOWNTOWN ASSOCIATION AND MADERA EVENING LIONS IN THE AMOUNT OF $3,508

WHEREAS, on November 18, 2026, the City Council of the City of Madera considered a request by Madera Downtown Association and Madera Evening Lions to waive the fees to cover costs for the Downtown Christmas Parade; and

WHEREAS, the Madera Downtown Association and Madera Evening Lions have planned and organized this annual community event providing citizens of Madera and neighboring areas a place to celebrate; and

WHEREAS, the City fees for Police, Public Works, Park, and Engineering services are $3,508; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the waiver of fees; and

WHEREAS, this request provides a public benefit to the community.

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

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

2. The Council finds that the waiver of fees as set forth in this resolution serves a public purpose and is in the best interest and welfare of the City and its residents. Among others, the parade builds community unity, fosters community spirit, generates local economic activity, encourages civic engagement, and brings together members of the community of all ages in a shared celebration.

3. The City Council does hereby waive the City fees requested by Madera Downtown Association and Madera Evening Lions in the amount of $3,508 associated with the Downtown Christmas Parade.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

ATTACHMENT 2

Request Email Authored by the
Madera Downtown Association
and Madera Evening Lions

From:	Giachino Chiaramonte
To:	Wally Nishimoto; Chief Giachino Chiaramonte; Felix Gonzalez; Nicholas Salinas; Nicholas Salinas; Kathleen Nishimoto; Maria Rivera; Karla Gran; Wally Nishimoto
Cc:	Katrina Aguilar
Subject:	RE: Madera Christmas Parade Detour Route
Date:	Monday, October 26, 2026 9:56:06 AM
Attachments:	image001.png image002.png image003.png image004.png

---

We will initiate the fee waiver request for City Council consideration, using this email as the official submission on behalf of the Madera Evening Lions Club. It will be placed on the next council meeting which will be November 18. Regarding the insurance requirement, the coverage amount remains at $2 million. Please let me know immediately if you are told otherwise. Because this amount cannot be adjusted lower, it will not be included in the Council request. I know a higher figure was mistakenly communicated for the last parade, and I want to ensure that issue has been resolved.

Giachino Chiaramonte | Chief
Madera Police Department
330 South C Street, Madera, CA 93638
p. (559) 675.4201 | c. (559) 479.1845
gchiaramonte@madera.gov

From: Wally Nishimoto <wnishimoto@gmail.com>
Sent: Friday, October 23, 2026 4:18 PM
To: Chief Giachino Chiaramonte <giachinoc@gmail.com>; Felix Gonzalez <fgonzalez@madera.gov>; Nicholas Salinas <559agent@gmail.com>; Nicholas Salinas <Nicholas.Salinas@maderacounty.com>; Giachino Chiaramonte <gchiaramonte@madera.gov>; Kathleen Nishimoto <kathy@fastwaychicken.com>; Maria Rivera <maria@igniterea.com>; Karla Gran <grankarla520@gmail.com>; Wally Nishimoto <wallace.nishimoto@maderacounty.com>
Subject: Madera Christmas Parade Detour Route

Chief,

The Parade & detour route for the Madera Downtown Christmas Parade is Attached. Please present to the City Council at the earliest available meeting.

In addition to the usual waiver of city fees for the Christmas Parade for services and required overtime, please include a reduction of the required Liability insurance to 2 million dollars equivalent to past insurance requirements.

Let me know if you need anything else.

Thank you and Merry Christmas,

Wally
Madera Evening Lions CLub

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: November 18, 2026

Agenda Number: B-5

SUBJECT:

Madera County Master Gardeners Fee Waiver Request for the Annual Tea Party

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Frank Bergon Senior Center on Saturday, January 30, 2027, related to an Annual Tea Party hosted by the Madera County Master Gardeners, at an anticipated rental fee of $665

SUMMARY:

The City received an inquiry from the Madera County Master Gardeners (MCMG) requesting waiving rental fees for using the Frank Bergon Senior Center (FBSC) to host an Annual Tea Party.

The event will take place on Saturday, January 30, 2027, from 8 am – 4 pm, including setup and cleanup time.

DISCUSSION:

The MCMG has submitted a formal request in writing to use FBSC to host an Annual Tea Party fundraising event. The request comes from the past president of the Madera County Master Gardeners, Candy Talley.

The MCMG oversees a two-acre demonstration garden, known as the 3 Sisters Garden, on the campus of the Madera Community College. The garden is open and available to the public. To support the garden, a foundation has been established, Friends of 3 Sisters, which holds a non-profit status. To help fund the foundation, the MCMG hosts two fundraisers, one being the Annual Tea Party in January and a Glorious Garden Tour in April. The group is requesting a waiver

of fees, as savings would go towards the continuous maintenance and development of the 3 Sisters Garden, a benefit to the community.

While staff supports the request, MCMG is still required to provide insurance documentation for City facility rentals that meet City requirements.

FINANCIAL IMPACT:

The applicable costs for renting the FBSC, with the requested date, are summarized in Table 1 and would apply to this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: *Estimated Financial Impact Without Fee Waiver*	
Administrative Fee	$25
Multi-Purpose Room – 8 hours x $75	$600
Kitchen Access	$40
Total	**$665**

ALTERNATIVES:

The Council may elect to reject the fee waiver and require MCMG to remit any associated fees if they wish to rent the FBSC on the listed dates and times.

ATTACHMENTS:

1. Resolution waiving rental fees of the Frank Bergon Senior Center on Saturday, January 30, 2027, related to an Annual Tea Party hosted by the Madera County Master Gardeners, at an anticipated rental fee of $665
2. Letter of Request

ATTACHMENT 1

Resolution – Waiving the rental fees of the Frank Bergon Senior Center on Saturday, January 30, 2027, related to an Annual Tea Party hosted by the Madera County Master Gardeners, at an anticipated rental fee of $665

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, WAIVING THE RENTAL FEES OF THE FRANK BERGON SENIOR CENTER ON SATURDAY, JANUARY 30, 2027, RELATED TO AN ANNUAL TEA PARTY HOSTED BY THE MADERA COUNTY MASTER GARDENERS, AT AN ANTICIPATED RENTAL FEE OF $665

WHEREAS, the City has received a request for the waiver of fees for the rental of the Frank Bergon Senior Center (FBSC); and

WHEREAS, the request is from the Madera County Master Gardeners (MCMG); and

WHEREAS, MCMG is looking to host their Annual Tea Party fundraiser event; and

WHEREAS, the request is for rental utilization of the Frank Bergon Senior Center, on Saturday, January 30, 2027, from 8 am – 4 pm, including setup and cleanup time; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at $665; and

WHEREAS, MCMG is still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as outlined in this resolution serves a valid public purpose in that the Madera County Master Gardeners Annual Tea Party promotes the 3 Sisters Garden, which is a community garden open to the public.
3. The City Council does hereby waive the City fees for Rental Fees of the Frank Bergon Senior Center on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * *

ATTACHMENT 2

Letter of Request



Friends of Three Sisters Garden

October 23, 2026

To whom it may concern,

My name is Candy Talley and I am the past president for the Madera County Master Gardeners. As Master Gardeners, our mission is to enrich our community through education and promoting the value of horticulture in our lives. As part our community education, we have developed and maintain a two-acre demonstration garden, The 3 Sisters Garden, on the campus of the Madera Community College that is open and available to the public.

To support our garden, we established a foundation, Friends of 3 Sisters. The Friends of 3 Sisters is a 501 (c)(3)- Tax ID [redacted] non-profit. To fund the foundation, we have fundraisers, our Tea Party in January is one of them. In the past, we have held our annual Tea Party at the Bergon Center, and the rental fee has been waived. We are requesting the fee be waived for our Tea Party on Sat. January, 30, 2027 from 8 to 4. We are requesting the fee be waived so that the money we would have to pay towards rental can go towards maintenance and continued development of The 3 Sisters Garden for the benefit of our community.

Thank you for your consideration,

Candy Talley
Chairman
Friends of Three Sister Garden Tea Party

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

_____
Gary Price, Director of Information Technology

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-6

SUBJECT:

Participating Agreement for information technology network security equipment, licensing, and support services

RECOMMENDATION:

Adopt a Resolution approving a Participating Agreement to State of California Department of General Services Contract No. CMAS 3-24-023-1042 with Howard Technology Solutions for the purchase of network security equipment, licensing, and support services for $122,640.75

SUMMARY:

The City of Madera (City) procures various types of Information Technology (IT) hardware with related licensing and support services in the course of business. Under the City's procurement regulations, purchases are authorized to occur under contracts negotiated by other government agencies in accordance with the California Public Contract Code §§25330-25338. One such contract program is the California Multiple Award Schedule (CMAS) that allows government agencies in California to procure computer equipment, peripherals, and related services at state contracted pricing. The City is seeking to purchase computer network security hardware and associated licensing and support services under a CMAS agreement. The recommended procurement is in compliance with the City's purchasing regulations, and the proposed purchase was anticipated during the preparation of the Fiscal Year (FY) 2026/27 budget. Based on the dollar value of the purchase, City Council approval is required to proceed.

DISCUSSION:

The purpose of the proposed equipment is to enhance the City's ability to defend its critical data network infrastructure. Due to a significant increase in external network threats and unauthorized access attempts, upgrade of the City's current cybersecurity infrastructure is

necessary. Newer security hardware systems offer advanced, artificial intelligence (AI) driven threat detection to block modern ransomware attacks before they penetrate the network.

Section 2-4.07(B) of the Madera Municipal Code, in accordance with California Public Contract Code §10299 provides that the City, through the Purchasing Agent, may contract without formal or informal bidding with suppliers that have been awarded contracts by governmental entities through the competitive process established under Public Contract Code §§12100-12113. CMAS contracts meet these requirements.

A City Participating Agreement has been prepared to proceed with purchasing the needed equipment utilizing a CMAS contract with Howard Technologies. The total price for equipment, licensing, and support services is $122,640.75. Under the City's purchasing regulations, the proposed Participating Agreement must be presented to the City Council for consideration of approval because the purchase exceeds $75,000.00.

FINANCIAL IMPACT:

This is a one-time expense to upgrade current security hardware. The total cost for equipment, licensing and support is $122,640.75. Adequate funds were included in the adopted FY 2026/27 operating budget for the Computer Replacement Fund to support this upgrade.

ALTERNATIVES:

As an alternative, Council may direct staff to issue a Request for Proposals (RFP) for IT equipment as opposed to participating in the CMAS program. Council may also direct staff to evaluate additional network hardening systems.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Participating Agreement

RESOLUTION NO. _____

ADOPT A RESOLUTION APPROVING A PARTICIPATING AGREEMENT TO STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES CONTRACT NO. CMAS 3-24-023-1042 WITH HOWARD TECHNOLOGY SOLUTIONS INC. FOR THE PURCHASE OF NEW NETWORK SECURITY EQUIPMENT, LICENSING, AND SUPPORT

WHEREAS, the City of Madera (City) has a need to procure information technology (IT) equipment and related licensing and support services; and

WHEREAS, the City's Purchasing Procedures as codified in Madera Municipal Code Title II, Chapter 4, provide that the City may contract with suppliers who have been awarded contracts by government entities for the purchase of information technology goods and services under the competitive process contained in the California Public Contract Code §§ 12100 and 12113; and

WHEREAS, the California Multiple Award Scheule (CMAS) agreement with Howard Technologies, contract number CMAS 3-24-023-1042 meets the requirements as set forth in the City's Municipal Code and the California Public Contract Code for the City to utilize the program for the procurement of IT goods and services; and

WHEREAS, a Participating Agreement has been prepared that is in the best interests of the City and Howard Technologies to utilize the referenced CMAS agreement to effectuate the purchase of IT security equipment, licensing, and services.

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

1. The foregoing recitals are true and correct and are incorporated by reference.
2. The Participating Agreement, attached as Exhibit A and incorporated herein, is approved.
3. The Director of Information Technology is authorized to sign additional documents necessary to procure the equipment, licensing, and services from Howard Technology Solutions using the Participating Agreement.
4. This Resolution is effective immediately upon adoption.

* * * * * *

Exhibit A:
Participating Agreement

PARTICIPATING AGREEMENT

to State of California Department of General Services Contract No. CMAS 3-24-023-1042

This Participating Agreement ("PA") is entered into by and between the City of Madera ("City") and Howard Technology Solutions ("Vendor") for the purpose of establishing terms applicable to the City's use of the following cooperative agreement:

Original Agreement: State of California Department of General Services Contract No. CMAS 3-24-023-1042 (Exhibit A)

Original Contract Term: 03/15/2024 through 11/30/2026

The City intends to piggyback the above-referenced cooperative agreement in accordance with Title II, Chapter 4 of the Madera Municipal Code.

Except as specifically modified herein, all terms, conditions, pricing, and specifications of the original cooperative agreement shall remain in full force and effect.

1. INCORPORATION OF COOPERATIVE AGREEMENT

The cooperative agreement identified above is incorporated herein by reference as though fully set forth, a copy of which is maintained by the City's Purchasing Agent.

In the event of a conflict between this PA and the original cooperative agreement, the terms of this PA shall control for purchases made by the City.

2. DESCRIPTION OF GOODS AND/OR SERVICES

Palo Alto Networks PA-560 equipment, as identified in Exhibit B, Howard Technology Solutions Quote SK4 1678325.00 and SK4 1689363.00.

3. CITY OF MADERA PROCUREMENT TERMS

The following supplemental or modified terms shall apply to the City's purchases under this PA:

3.1. Indemnification

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

proceeding arising from Vendor's performance of this agreement, the Vendor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

3.2. Insurance Requirements

The insurance requirements applicable to this PA shall be based on the category of goods and/or services being procured. The applicable category shall be identified below with the specific requirements attached as Exhibit C if applicable.

☑ Goods Only – No Insurance Required

☐ Goods and Services – Schedule A

☐ General Services – Schedule B

☐ Consultant Services – Schedule C

☐ Contractor Services – Schedule D

☐ Software – Schedule E

☐ Software as a Service (SaaS) – Schedule F

The checked schedule(s), included as Exhibit C, when applicable, and incorporated herein by reference and establishes the minimum insurance requirements applicable to Vendor under this PA.

3.3. Invoicing and Payment

Invoices shall reference the applicable City purchase order number and be submitted to:

Gary Price, Director of Information Technology
gprice@madera.gov

Payment terms shall be net 30 unless otherwise approved in writing by the City.

3.4. Purchase Orders

No work shall commence, and no goods shall be provided until the Vendor receives a valid City purchase order, if required by the City.

3.5. Prevailing Wage

If the work performed under this PA constitutes public works subject to California prevailing wage laws, Vendor shall comply with all applicable requirements of the California Labor Code.

4. Term

This PA shall become effective upon execution by both parties and shall remain in effect through the term of the original cooperative agreement, including any valid renewals or extensions, unless terminated earlier in accordance with the terms herein or the original cooperative agreement.

5. Authority

The individuals signing below represent and warrant that they are authorized to execute this PA on behalf of their respective parties.

CITY OF MADERA
a municipal corporation

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

VENDOR

By: _____
Brandey Boyd, Sr. Operations & Contracts Manager

Date: 11/3/2026

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Shannon Chaffin, City Attorney

Date: _____

Attachments:

Exhibit A - State of California Department of General Services Contract No. CMAS 3-24-023-1042

Exhibit B - Howard Technology Solutions Quotes SK4 1678325.00 and SK4 1689363.00

Exhibit A

State of California Department of General Services Contract No. CMAS 3-24-023-1042

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Howard Industries Inc. doing business as

Howard Technology Solutions

CMAS NUMBER:	**3-24-03-1042**
SUPPLEMENT NUMBER:	2
CMAS TERM DATES:	3/15/2024 through 11/30/2026
EFFECTIVE DATE:	10/16/2025
CMAS CATEGORY:	Information Technology – General Provisions Cloud Computing Services and Non-Cloud Goods & Services
APPLICABLE STATE OF CALIFORNIA GENERAL PROVISIONS:	**IT Non-Cloud** February 20, 2025 **IT Cloud** February 20, 2025
APPLICABLE CMAS SPECIAL PROVISIONS:	January 2, 2025
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE OMNIA CONTRACT #:	01-145
BASE CONTRACT HOLDER:	Howard Technology Solutions
PROGRAM ANALYST	Bryan Dugger bryan.dugger@dgs.ca.gov

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
HOWARD TECHNOLOGY SOLUTIONS
CMAS NUMBER 3-24-03-1042, SUPPLEMENT NUMBER 2

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, installation, and integration of hardware, hardware maintenance and repair services, software, software maintenance as a product, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS) and other cloud computing services. (See page 3 for the restrictions applicable to this CMAS.)

This supplement is to extend this CMAS through 11/30/2026. In addition, this supplement replaces the existing CMAS. The most current Ordering Instructions, General Provisions, CMAS Special Provisions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions, General Provisions, and CMAS Special Provisions. Review these provisions carefully as they have changed.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: State Contracts Index Listing. This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
HOWARD TECHNOLOGY SOLUTIONS
CMAS NUMBER 3-24-03-1042, SUPPLEMENT NUMBER 2

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base contract for the products and/or services available.

Brand-Barracuda
Brand-Boxlight
Brand-Crestron
Brand-Epson
Brand-Extron
Brand-Google
Brand-Hewlett Packard (HP)
Brand-Juniper
Brand-Lenovo
Brand-Meraki
Brand-Microsoft
Brand-Milestone Systems
Brand-Newline
Brand-Sophos
Furniture-Audio Visual
Security-Surveillance System

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, installation, and integration of hardware, hardware maintenance and repair services, software, software maintenance as a product, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS) and other cloud computing services.

The ordering agency must verify all products and/or services are currently available on the OMNIA 01-145 contract at the OMNIA website. Access the OMNIA website at Howard Technology Solutions | OMNIA Partners | Contract Documents (https://www.omniapartners.com/suppliers/howard-technology-solutions/public-sector/contract-documents#contract-1538).

EXCLUDED PRODUCTS AND/OR SERVICES

The purchase of non-Information Technology products, software maintenance as a service, Information Technology (IT) consulting services, and ancillary services are not available under this CMAS.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
HOWARD TECHNOLOGY SOLUTIONS
CMAS NUMBER 3-24-03-1042, SUPPLEMENT NUMBER 2

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

Howard Technology Solutions
PO Box 1590
Laurel, MS 39441
Attn: Brandey Boyd

E-mail: bboyd@howard.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Brandey Boyd
Phone: (601) 399-5831
E-mail: bboyd@howard.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 102-423643. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

ACQUISITION OF IAAS AND/OR PAAS

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with TL 17-06. State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base contract and the CMAS Warranty provision in the CMAS Special Provisions.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
HOWARD TECHNOLOGY SOLUTIONS
CMAS NUMBER 3-24-03-1042, SUPPLEMENT NUMBER 2

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.

- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Special Provisions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word “CMAS” in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency’s purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number “3” and a non-IT CMAS begins with the number “4.” The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

> If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
HOWARD TECHNOLOGY SOLUTIONS
CMAS NUMBER 3-24-03-1042, SUPPLEMENT NUMBER 2

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting “Find a CMAS Contractor”.

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

    a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

    b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:

        i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

        ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and

        iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and

        iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold $10,000 from the final payment, or the full final payment if less than $10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct $10,000 from the final payment or the full payment if less than $10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste) to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in SAM 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment per the definitions provided in the SAM Management Memo (MM) 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

See SAM 3520.10 for more information on this policy.

Information for submitting a Standard 152 can be found on the DGS OFAM surplus property website.

Information on the E-Waste - CALPIA Store and the E-Waste Exemption Request Form EWR-F400 can be found at the CALPIA website.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per Statewide Information Management Manual Section 195.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor’s organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Installation	Final Bid Submission
More than $100,000	8 months	6 months
$10,000 up to $100,000	4 months	3 months
Less than $10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in SAM 4819.2.

Cost	Installation	Final Bid Submission
More than $100,000	6 months	4 months
$10,000 up to $100,000	4 months	3 months
Less than $10,000	1 month	1 month

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for “the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind” in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website if you have questions about public works transactions.

Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, Special Provisions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the State Contractor's License Board website to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 1059006. This is a Class C-7 Low Voltage Systems license that is valid through 10/31/2027.

Cable and Wire: Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

Cable and wire installations under this CMAS must be installed and tested to EIA/TIA Standards.

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-contract items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or $25,000 whichever is lower.

6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works and other services NOT in support of the products covered by this CMAS.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base contract and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Special Provisions take precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Special Provisions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the CMAS Management Guide.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (VISA CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is $100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

10. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at Cal eProcure. Links to the CMAS Special Provisions conditions and base contract are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline verification that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific location in the base contract that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit the DGS website.

Exhibit B

Howard Technology Solutions Quotes SK4 1678325.00 and SK4 1689363.00

36 Howard Drive·Ellisville, MS 39437
P.O. Box 1590·Laurel, MS 39441

HOWARD™ TECHNOLOGY SOLUTIONS

888.912.3151 general·601.399.5077 fax
888.323.3151 technical support

A Division of Howard Industries, Inc.
www.Howard.com

Online Quotation

Quote No:	SK4 1689363.00	**Quote Date:**	September 16, 2026
Customer Name:	Gary Price	**Phone Number:**	5596615411
Company Name:	Madera, CA - City	**Fax Number:**	
Quote Name:	Madera City Alto Networks Quote Refresh		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	PALO ALTO NETWORKS PA-560 **MPN:** PAN-PA-560 **Contract:** CA CMAS Contract 3-24-03-1042	4	**$3,399.00**	**$13,596.00**

Sub-Total:	**$13,596.00**
Shipping & Handling:	**$39.80**
Taxes:	**$ 1,124.95**
Enviromental Fee:	**$0.00**
Total for Item 1:	**$14,760.75**

This Quote will expire on October 16, 2026.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$13,596.00**
Shipping & Handling :	**$39.80**
Taxes:	**$ 1,124.95**
Enviromental Fee:	**$0.00**
Total:	**$14,760.75**

Notes:

In the event of any conflict or inconsistency between Howard Technology Solutions' standard terms and conditions and the terms and conditions of the applicable CMAS contract #3-24-03-1042, the CMAS contract terms and conditions shall govern and take precedence.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: https://www.howardcomputers.com/info/termsofsale.cfm), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDTIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at https://www.howardcomputers.com/support/warranties.cfm and https://www.howardcomputers.com/support/returnpolicy.cfm, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

Howard hereby reserves the right to unilaterally withdraw and/or revise any Quotation or quoted prices at any time, including in the event its manufacturing or procurement costs increase due to circumstances such as fluctuations in vendor pricing - particularly for critical components such as RAM - or the imposition by the United States or any other country of new or higher tariffs, taxes, duties, fees, or similar charges.

36 Howard Drive·Ellisville, MS 39437
P.O. Box 1590·Laurel, MS 39441

HOWARD™ TECHNOLOGY SOLUTIONS

888.912.3151 general·601.399.5077 fax
888.323.3151 technical support

A Division of Howard Industries, Inc.
www.Howard.com

Online Quotation

Quote No:	SK4 1689366.00	**Quote Date:**	September 16, 2026
Customer Name:	Gary Price	**Phone Number:**	5596615411
Company Name:	Madera, CA - City	**Fax Number:**	
Quote Name:	Palo Software		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Palo Alto Networks Premium Support - Extended service agreement - advance parts replacement - 5 years - shipment - response time: NBD - for PA-500 Series PA-560 **MPN:** PAN-SVC-PREM-560-5YR **Contract:** CA CMAS Contract 3-24-03-1042	4	**$5,473.00**	**$21,892.00**
2:	Palo Alto Networks Precision AI Network Security Bundle - Subscription license (5 years) - 1 device - hosted **MPN:** PAN-PA-560-BND-PRECISIONAI-5YR **Contract:** CA CMAS Contract 3-24-03-1042	4	**$21,497.00**	**$85,988.00**

Sub-Total:	**$107,880.00**
Shipping & Handling:	**Included**
Taxes:	**Tax Exempt**
Enviromental Fee:	**$0.00**
Total for Item 1:	**$107,880.00**

This Quote will expire on October 16, 2026.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$107,880.00**
Shipping & Handling :	**Included**
Taxes:	**Tax Exempt**
Enviromental Fee:	**$0.00**
Total:	**$107,880.00**

Notes:

In the event of any conflict or inconsistency between Howard Technology Solutions' standard terms and conditions and the terms and conditions of the applicable CMAS contract #3-24-03-1042, the CMAS contract terms and conditions shall govern and take precedence.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: https://www.howardcomputers.com/info/termsofsale.cfm), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDTIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

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Howard hereby reserves the right to unilaterally withdraw and/or revise any Quotation or quoted prices at any time, including in the event

its manufacturing or procurement costs increase due to circumstances such as fluctuations in vendor pricing - particularly for critical components such as RAM - or the imposition by the United States or any other country of new or higher tariffs, taxes, duties, fees, or similar charges.

Return to Agenda

REPORT TO THE CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-7

SUBJECT:

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

RECOMMENDATION:

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

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

SUMMARY:

An amendment of the City's zoning regulation 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 the ordinance amending Title X, Chapter 3 (Zoning Regulations) of the City Municipal Code (CMC) and adding the Housing Element Implementation (HEI) Overlay Zone (CMC §§ 10-3-9.501 et seq.) at a public hearing held on October 21, 2026.

The Housing Element is one of eight mandatory elements of a General Plan and is required by California law to be updated every eight years. On February 4, 2026, the City Council adopted

Resolution No. 26-02 approving General Plan Amendment (GPA) No. 2026-01 for the City's 2024–2032 6th Cycle Housing Element.

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

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

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

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

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

BACKGROUND & ANALYSIS:

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

Purpose and Applicability

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

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

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

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

- Rezoned Sites for Lower Income Categories.

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

Development Requirements

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

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

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

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

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

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

Consistency with the General Plan and Housing Element

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

ENVIRONMENTAL REVIEW:

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

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

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

ALTERNATIVES

As an alternative, the Council may elect to:

1. Move to continue the matter 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 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.

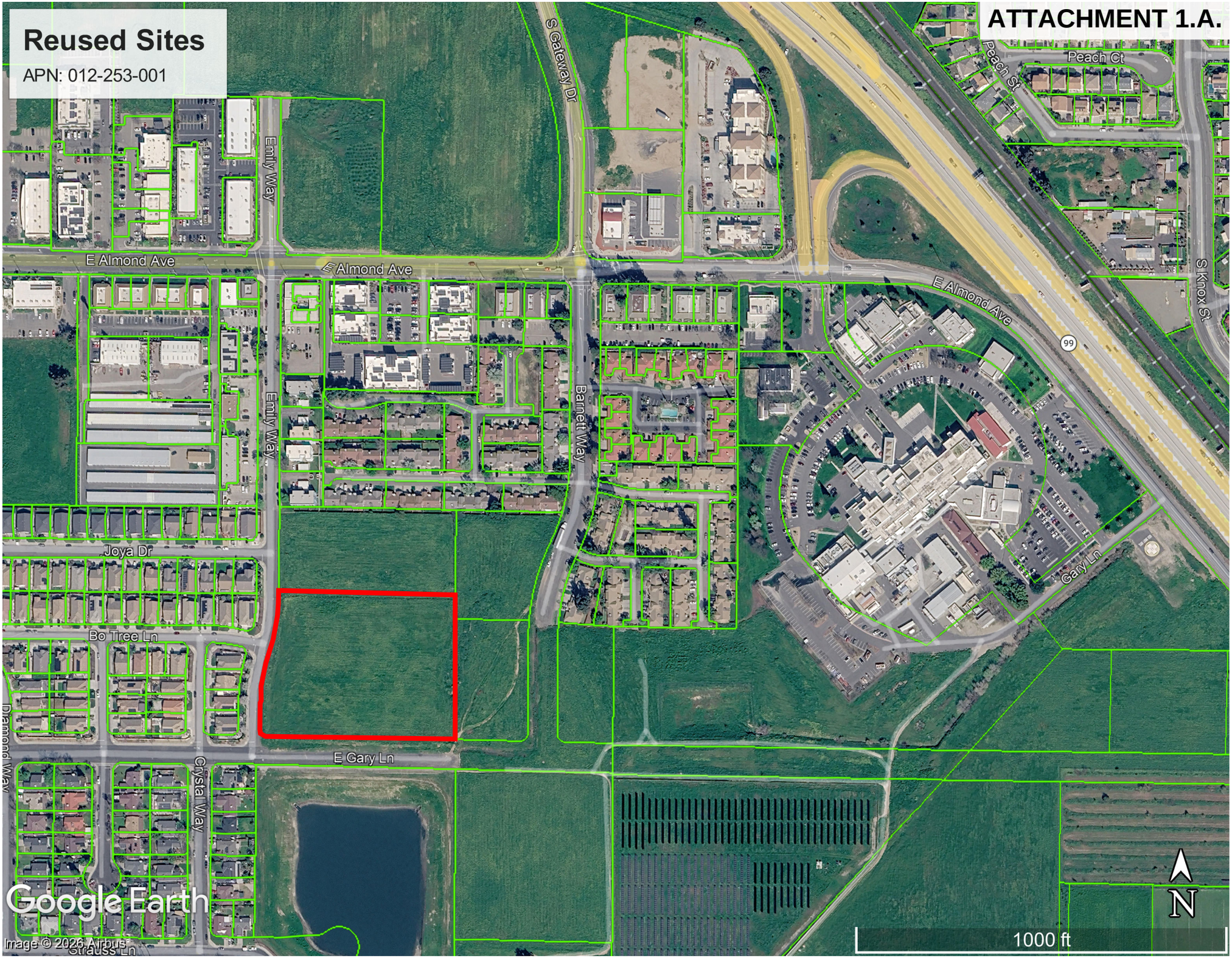
ATTACHMENTS:

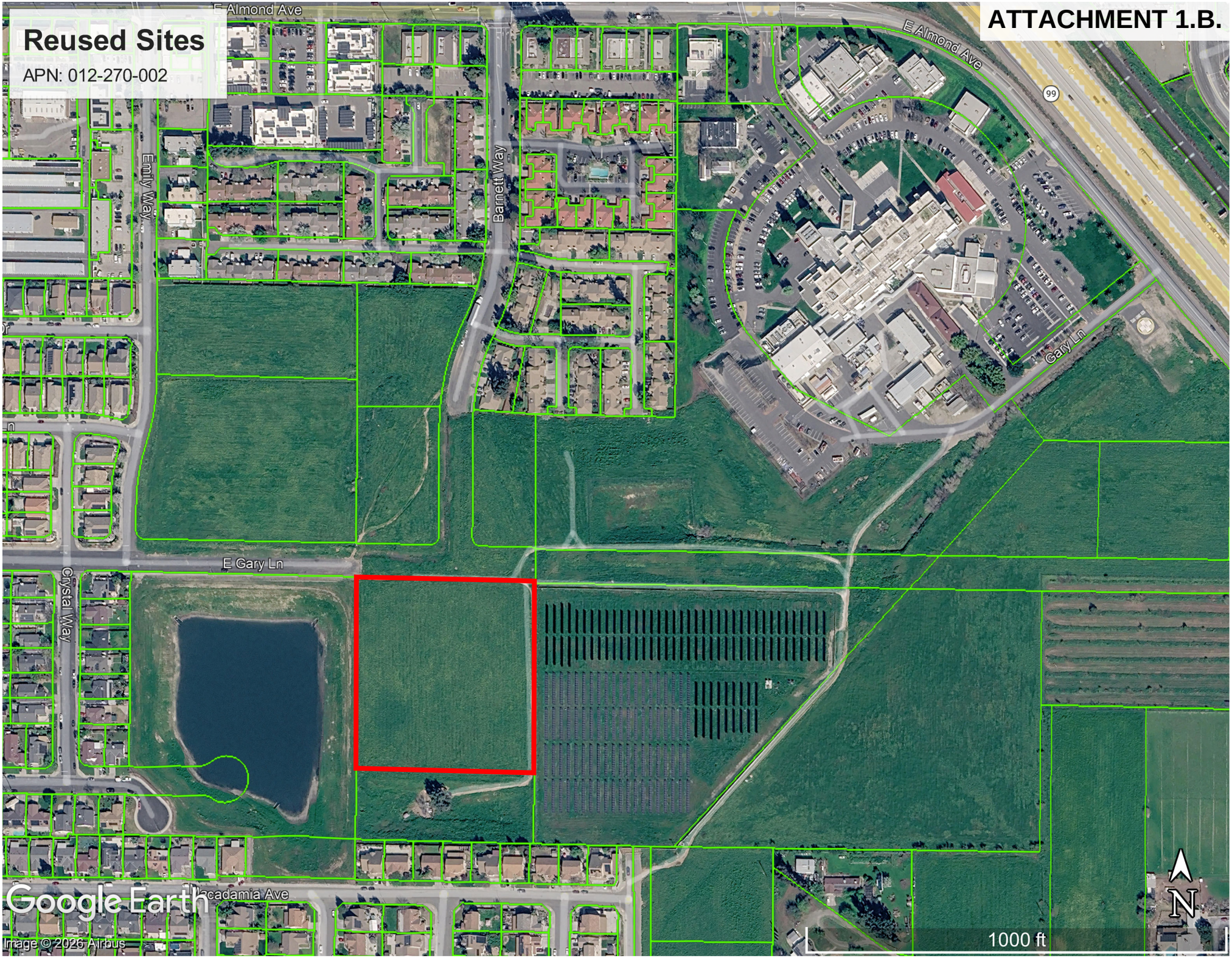
1. Reused Sites
2. City Council Ordinance No. 1022 C.S. (Rezoned Sites)

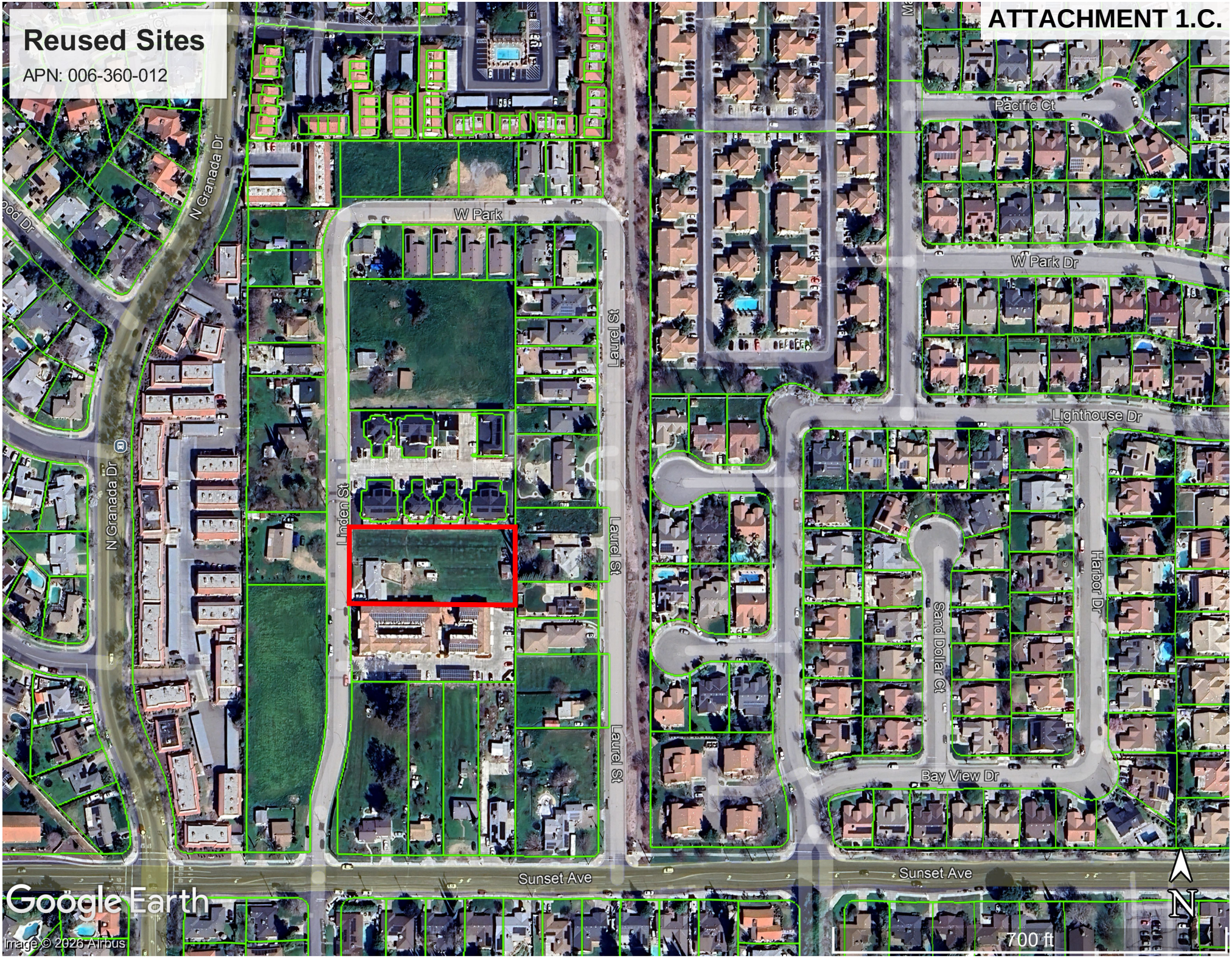
3. Planning Commission Resolution 2063 (Recommendation)
4. City Council Ordinance

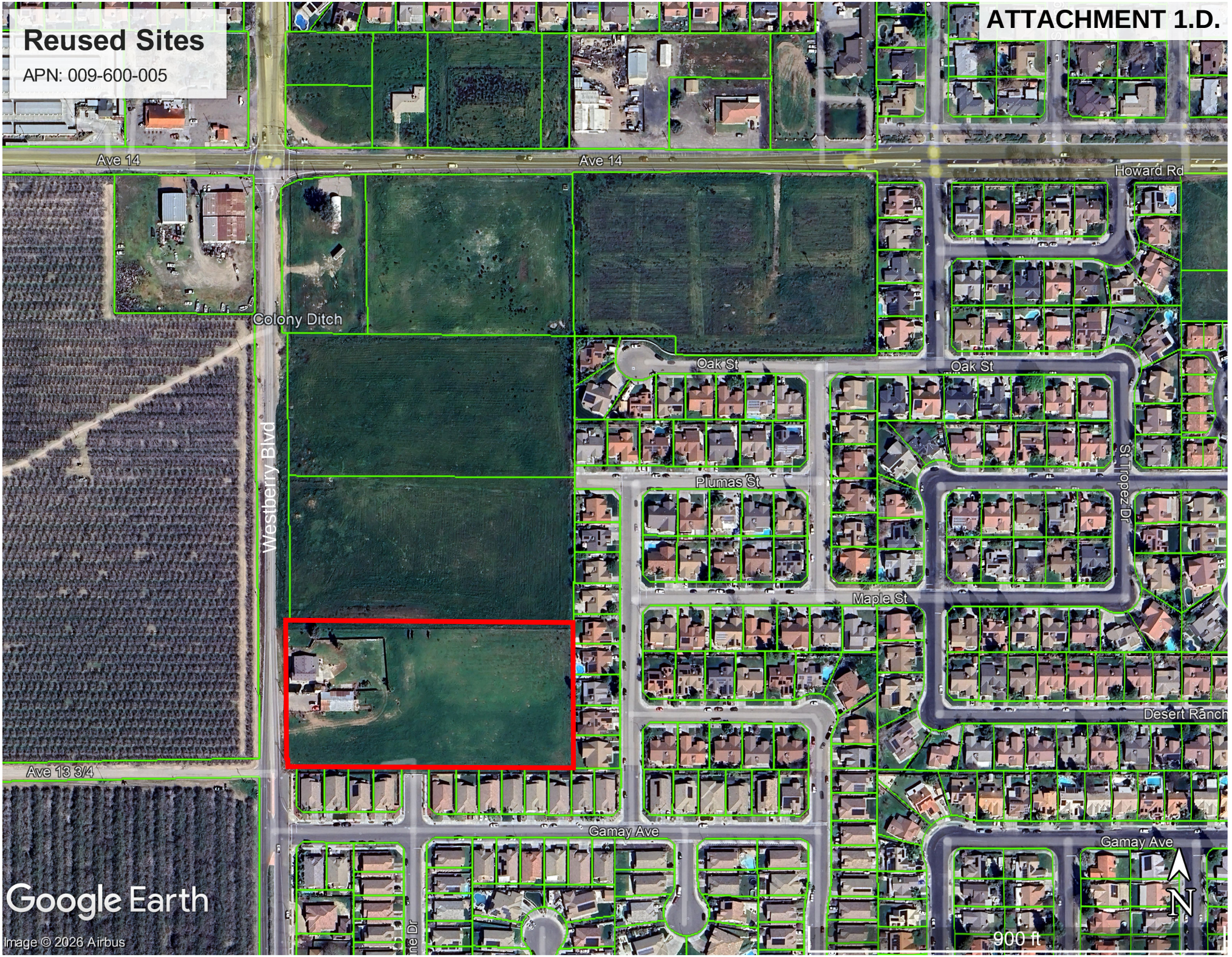
ATTACHMENT 1

Reused Sites


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


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


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


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

ATTACHMENT 2

City Council Ordinance No. 1022 C.S.

(Rezoned Sites)

ORDINANCE NO. 1022 C.S.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

APPROVED:

CECELIA K. GALLEGOS, Mayor

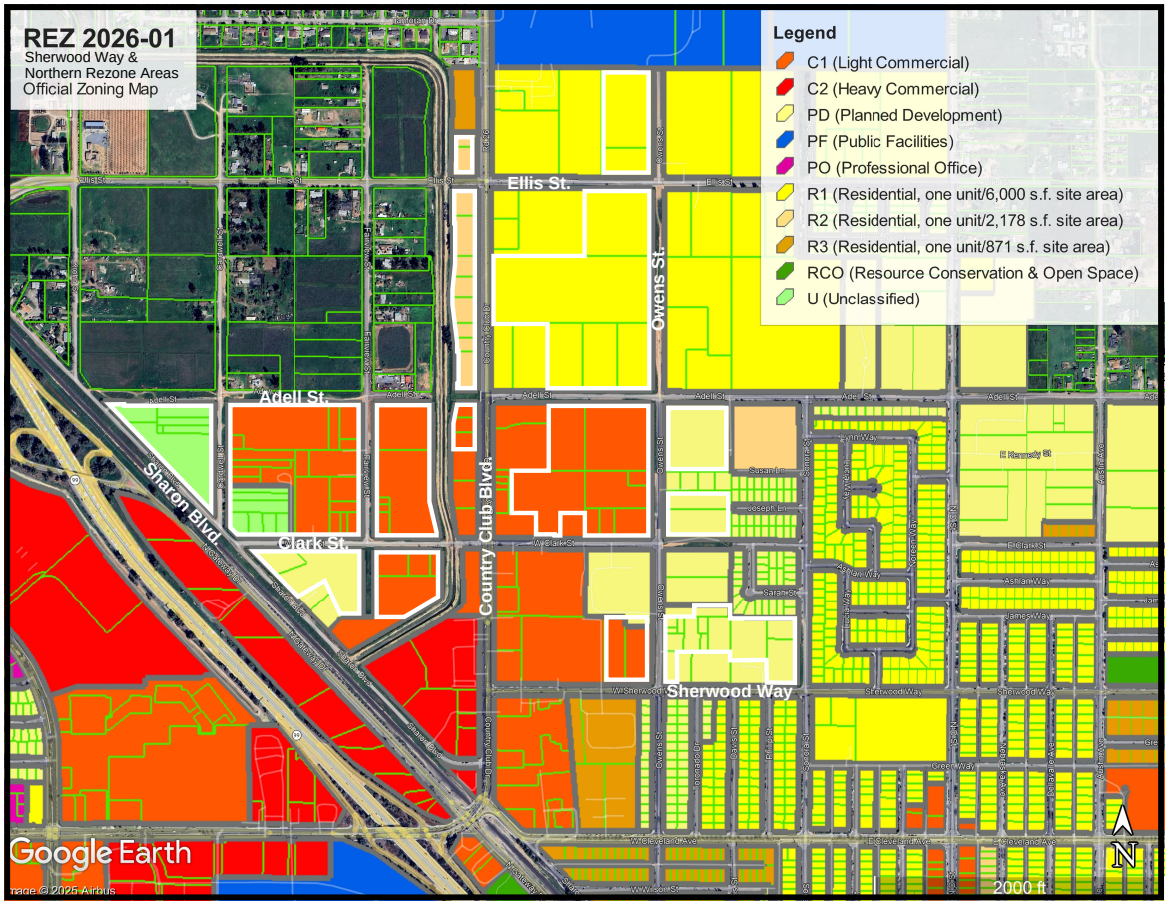
ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Exhibit A.1

FROM (EXISTING):



TO (PROPOSED):

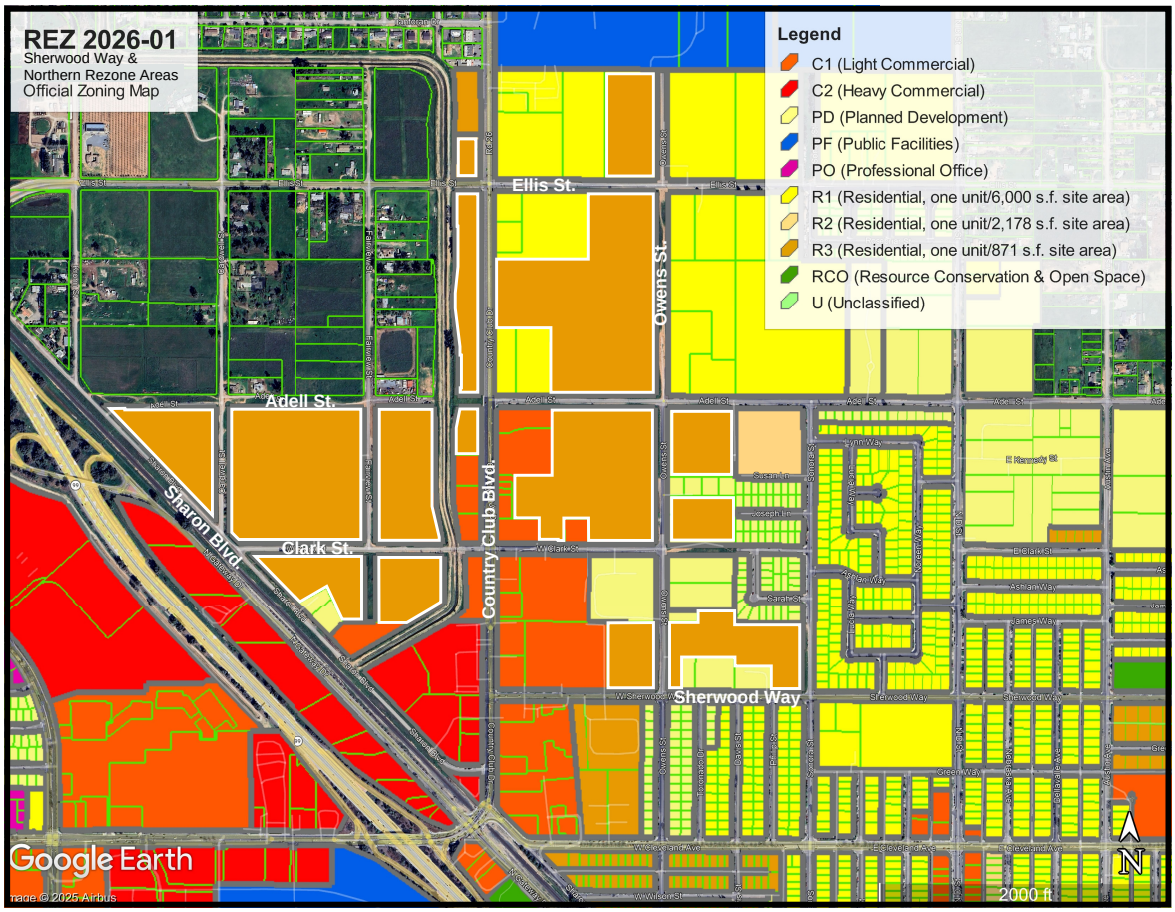
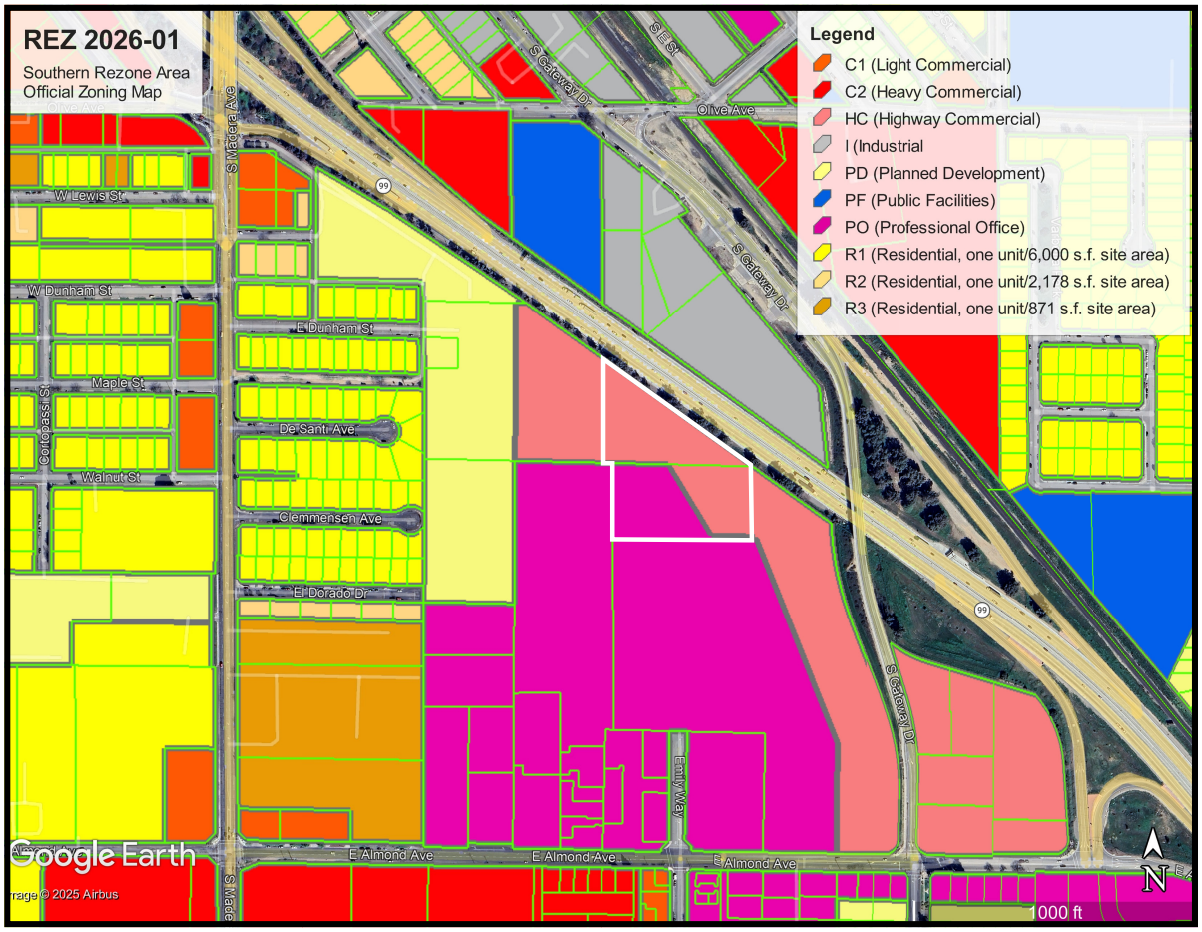
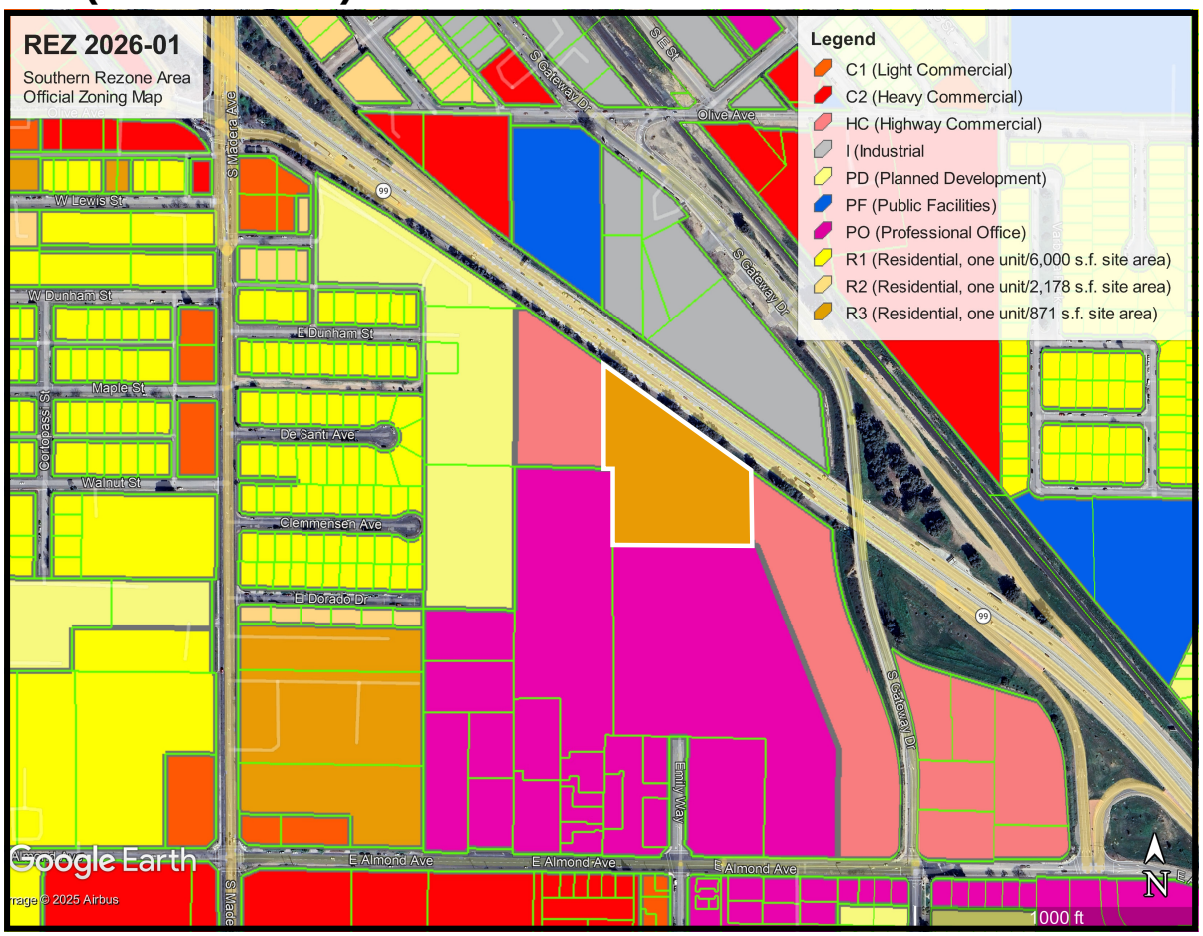


Exhibit A.2

FROM (EXISTING):



TO (PROPOSED):



ATTACHMENT 3

Planning Commission Resolution 2063

(Recommendation)

RESOLUTION NO. 2063

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Housing Element Implementation (HEI) Overlay Zone.

10-3-9.501 Purpose.

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

10-3-9.502 Area of Applicability.

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

(1) Assessor Parcel Number 012-253-001

(2) Assessor Parcel Number 012-270-002

(3) Assessor Parcel Number 006-360-012

(4) Assessor Parcel Number 009-600-005

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

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

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

10-3-9.503 Development Requirements.

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

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

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

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

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

4. Effective Date: This resolution is effective immediately.

* * * * *

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

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

NOES: None

ABSTENTIONS: None

ABSENT: Commissioner Tim Riche, Commissioner Abel Perez

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Will Tackett
Community Development Director

ATTACHMENT 4

City Council Ordinance

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Housing Element Implementation (HEI) Overlay Zone.

10-3-9.501 Purpose.

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

10-3-9.502 Area of Applicability.

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

(1) Assessor Parcel Number 012-253-001

(2) Assessor Parcel Number 012-270-002

(3) Assessor Parcel Number 006-360-012

(4) Assessor Parcel Number 009-600-005

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

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

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

10-3-9.503 Development Requirements.

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

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

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

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

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

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

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

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

* * * * *

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-8

SUBJECT:

Amendments to the Applications for Transportation Development Act (TDA) Local Transportation Funds (LTF) for Fiscal Year (FY) 2025/26 and FY 2026/27

RECOMMENDATION:

Adopt a resolution approving the Amendments to the Applications for TDA – LTF Funds for FY 2025/26 and the application for FY 2026/27, and authorizing the City Engineer to execute and submit the Amended Applications to the Madera County Transportation Commission (MCTC)

SUMMARY:

Reimbursement claims against TDA funds must match the application allocations for the given year. Applications may be adjusted to address changes in proposed expenditures; however, adjustments to TDA applications and allocations require City Council (Council) approval. The amended applications presented herein address:

- Actual LTF expenditure allocations in FY 2025/26
- Remaining balance from FY 2024/25 carried over to FY 2026/27.

DISCUSSION:

Each year, the City applies to MCTC for LTF. These are state sales tax funds that can be used for transit, streets and roads, pedestrian and bicycle projects, and rail. LTF funds that are not spent in one year can be carried over to later years. Additionally, funds can be moved between categories in any year's application.

Amendment to FY 2025/26 LTF Application

On July 2, 2025, Council approved Resolution 25-132 for the FY 2025/26 TDA application based on the funds allocated to the City for 2025/26. Council subsequently approved an amendment

to the City's LTF allocation on August 19, 2026, moving $384,257 from Streets & Roads to Transit Operations. This amendment is recommended for the reasons discussed below.

The City and the County of Madera split the cost of maintaining the Amtrak Station on Road 26 equally. The City has historically paid its share out of its Streets & Roads LTF funds (known as Article 8a). These costs have been small compared to the City's other LTF spending, averaging $10,134 per year for the last five years. It should be noted there has been an upward trend in maintenance costs, with FY 2025/26 being the most expensive year to date. These increases seem to be largely associated with an increase in electrical rates and electricity usage.

Recently, MCTC informed the City that costs associated with Amtrak Station maintenance must be paid from Rail funds (Article 8b), contrary to historic practice. To be reimbursed for the remaining costs incurred in FY 2025/26, $13,850.63 needs to be moved from Streets & Roads category to Rail category. It should be noted that $11,503.66 has already been reimbursed from the Streets & Roads category, which occurred before MCTC advised staff of the changes discussed in this staff report. This does not change the City's total FY 2025/26 allocation. It only changes which category the money comes from. This and all future Amtrak reimbursement claims will be made from Article 8b (Rail) funds.

FY 2025/26 Transit Operations costs have exceeded both the original application allocation, as well as that added with the Amendment 1 approved by Council on August 19, 2026. To be reimbursed for remaining unreimbursed operations expenses in FY 2025/26, $78,000 will be transferred from the Streets and Roads allocation to the Transit Operations allocation.

A summary of changes to the 2025/26 application can be found in Table 1.

Table 1: *FY 2025/26 LTF Application Amendment*

Category	Application Allocation - through Amendment 1	FY 2025/26 Adjustments – This amendment	Adjusted Allocation
Madera Metro, Operations	$1,374,168	$78,000	$1,452,168
Madera Metro, Capital	$156,163	-	$156,163
Pedestrian & Bicycle	$57,538	-	$57,538
MCTC Planning	$86,307	-	$86,307
Streets & Roads	$1,202,727	($91,850.63)	$1,110,876.37
Rail	$0	$13,850.63	$13,850.63
Total Dollars	**$2,876,903**	**-**	**$2,876,903**

Amendment to FY 2026/27 LTF Application

As mentioned earlier in the report, prior year remaining balances can be carried over and reallocated as needed. There are $8,794,177.44 of unspent funds to be carried over from FY 2024/25. It is proposed to reallocate the carryover funds from FY 2024/25 to FY 2026/27. The

increased allocation for FY 2026/27 is consistent with the projected funds available for LTF-Streets in the FY 2026/27 Capital Improvement Program (CIP). A summary of changes to the FY 2026/27 application can be found in Table 2.

Table 2: *FY 2026/27 LTF Application Amendment*

Category	Original Allocation	FY 2024/25 Carryover	Adjusted Allocation
Madera Metro, Operations	$1,296,963	-	$1,296,963
Madera Metro, Capital	$183,716	-	$183,716
Pedestrian & Bicycle	$59,697	$293,763.49	$353,460.49
MCTC Planning	$89,546	-	$89,546
Streets & Roads	$1,354,943	$8,475,413.95	$9,830,356.95
Rail	-	$25,000	$25,000
Total Dollars	**$2,984,865**	**$8,794,177.44**	**$11,779,042.44**

FINANCIAL IMPACT:

Shifting funds from Streets & Roads allocation to Transit for the FY 2025/26 application alleviates the General Fund from paying for additional Transit expenses. Allocating FY 2024/25 carryover funds aligns the FY 2026/27 application allocations with the FY 2026/27 CIP.

ALTERNATIVES:

Council may provide direction to staff on how to amend the TDA application or may refer the item back to staff for additional information.

ATTACHMENTS:

1. Council Resolution
   Exhibit A – FY 25/26 LTF Amendment
   Exhibit B – FY 26/27 LTF Amendment

Attachment 1

Council Resolution

RESOLUTION NO. 26-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENTS TO THE FY 2025/26 APPLICATION AND THE FY 2026/27 APPLICATION FOR TRANSPORTATION DEVELOPMENT ACT (TDA) LOCAL TRANSPORTATION FUNDS (LTF)

WHEREAS, the TDA - LTF and STA funds are annually allocated by Madera County Transportation Commission (MCTC) pursuant to the TDA; and

WHEREAS, the City of Madera prepares the applications outlining the intended uses for the LTF and STA funds each year and the applications may be amended as needed; and

WHEREAS, LTF funds in the amount of $13,850.63 need to be transferred from FY 2025/26 allocation Article 8a Streets and Roads to Article 8b Rail; and

WHEREAS, LTF funds in the amount of $78,000 need to be transferred from FY 2025/26 allocation Article 8a Streets and Roads to Transit Operations; and

WHEREAS, LTF funds in the amount of $8,794,177.44 need to be carried over from prior year funding to the FY 2026/27 allocation; and

WHEREAS, the amended LTF applications for FY 2025/26 and FY 2026/27 that describes the intended use of these funds has been submitted to Council for review and approval.

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

1. The above recitals are true and correct.

2. The Amended Application for FY 2025/26, a copy of which is attached hereto as Exhibit A and incorporated by reference, is approved.

3. The Amended Application for FY 2026/27, a copy of which is attached hereto as Exhibit B and incorporated by reference, is approved.

4. The City Engineer is authorized to execute the amended applications and submit to MCTC.

5. This resolution is effective immediately upon adoption.

****

EXHIBIT A

Amended FY 2025/26 TDA Application

Madera County Transportation Commission

TDA Amendment Request

Agency: City of Madera Date: 10/26/2026

Fiscal Year: **2025/26**

Amending: ☑ LTF ☐ STA

Type of Amendment: ☐ Carryover of PY Funds ☑ Reassign funds ☐ Other

	Project	Approved Allocation	New Proposed Allocation	Difference
1	**Transit - Operations**	$ 1,374,168.00	$ 1,452,168.00	$ 78,000.00
2	**Transit - Capital**	$ 156,163.00	$ 156,163.00	$ -
3	**Pedestrian & Bicycle**	$ 57,538.00	$ 57,538.00	$ -
4	**MCTC Planning**	$ 86,307.00	$ 86,307.00	$ -
5	**Street & Road Projects**	$ 1,202,727.00	$ 1,110,876.37	$ (91,850.63)
6	**Rail**	$ -	$ 13,850.63	$ 13,850.63
7				$ -
8				$ -
9				$ -
10				$ -
	Total	**$ 2,876,903.00**	**$ 2,876,903.00**	**$ 0.00**

Notes

Move $13,850.63 from Article 8a Streets & Roads to 8b Rail for Amtrak Station maintenance costs and $78,000 to Transit Operations.

Keith Helmuth, City Engineer Date

MCTC Authorizing Signature Date

MCTC Use:

Month _____ Amendment No. _____

EXHIBIT B

Amended FY 2026/27 TDA Application

Madera County Transportation Commission

TDA Amendment Request

Agency: City of Madera Date: 10/26/2026

Fiscal Year: **2026/27**

Amending: ☑ LTF ☐ STA

Type of Amendment: ☑ Carryover of PY Funds ☑ Reassign funds ☐ Other

	Project	Approved Allocation	New Proposed Allocation	Difference
1	**Transit - Operations**	$ 1,296,963.00	$ 1,296,963.00	$ -
2	**Transit - Capital**	$ 183,716.00	$ 183,716.00	$ -
3	**Pedestrian & Bicycle**	$ 59,697.00	$ 353,460.49	$ 293,763.49
4	**MCTC Planning**	$ 89,546.00	$ 89,546.00	$ -
5	**Street & Road Projects**	$ 1,354,943.00	$ 9,830,356.95	$ 8,475,413.95
6	**Rail**	$ -	$ 25,000.00	$ 25,000.00
7				$ -
8				$ -
9				$ -
10				$ -
	Total	**$ 2,984,865.00**	**$ 11,779,042.44**	**$ 8,794,177.44**

Notes

Carryover FY 24/25 funds - $8,794,177.44

Keith Helmuth, City Engineer Date

MCTC Authorizing Signature Date

MCTC Use:

Month Amendment No.

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-9

SUBJECT:

Revision to an existing purchase with PB Loader Corporation for Fleet Division-related purchase and approval of piggyback agreement with Fresno Truck Center in order to receive California Air Resources Board payment.

RECOMMENDATION:

Adopt a Resolution approving:

1) A Participating Agreement to Sourcewell Contract No. 032824-DAI with Fresno Truck Center in the amount of $131,899.28 for the purchase of an all-electric dump truck; and,
2) A Participating Agreement to Sourcewell Contract No. 050625-PBL with PB Loader in the amount of $26,498.90 for final upfit on the all-electric dump truck.

SUMMARY:

Council approved Resolution No. 24-210 dated December 18, 2024, approving a piggyback procurement using a Sourcewell agreement for the purchase of an all-electric dump truck for the Graffiti Abatement unit from PB Loader. A Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) application from the California Air Resources Board (CARB) was also submitted to reduce the cost of the vehicle by $60,000.

Since adoption of the resolution, CARB has notified the vendor that the voucher payment needs to be made to Fresno Truck Center (FTC), the authorized chassis dealer, instead of PB Loader, the final upfitter, in order to receive the CARB voucher. The recommended action will provide for current purchasing agreements with both FTC and PB loader to ensure the City remains eligible for the CARB voucher.

DISCUSSION:

Council approved Resolution No. 24-210 dated December 18, 2024, authorizing use of the Sourcewell agreement for the purchase of an all-electric dump truck for the Graffiti Abatement

unit from PB Loader for $218,398. The Rizon vehicle chassis is being provided by Fresno Truck Center, while PB Loader is doing the final up-fit. The original PB Loader purchase arrangement with the City assumed that PB Loader would be responsible for acquiring the chassis from Fresno Truck Center. The City does not have a direct contract with any of PB Loader's providers, including Fresno Truck Center or other businesses providing parts to PB Loader, which is consistent with the industry practice.

However, the City recently learned of unique funding source requirements that will require restructuring of the procurement. As part of the purchase, an HVIP voucher for $60,000 from CARB was also submitted by FTC, the chassis authorized dealer, to reduce the cost of the vehicle to $158,398. The HVIP is a point-of-sale voucher to make advanced vehicles affordable.

PB Loader and FTC worked in conjunction to provide this new all-electric truck for the Graffiti Abatement unit. FTC is the authorized chassis dealer for the Rizon vehicle chassis, while PB Loader provided the final up fit through the Sourcewell Contract. Since adoption of Resolution 24-210, it has been noted by CARB and the HVIP program that the point of sale must be the approved vehicle chassis dealer (in this case, FTC) in order to receive the voucher. To meet this requirement, staff is requesting to restructure the purchase to procure the chassis portion from FTC and the upfit from PB Loader.

FINANCIAL IMPACT:

If adopted, there will be no financial impact to the City. Receipt of the HPIV voucher will reduce the total price of the all-electric truck purchase by $60,000 from $218,398 to $158,398. The final payee and recipient of the HVIP voucher for the chassis will now be FTC instead of PB Loader.

ALTERNATIVES:

As an alternative, Council may reject the change in payee and Sourcewell contract. This will result in loss of the $60,000 voucher and paying the original full price of the vehicle.

ATTACHMENTS:

1. Resolution approving Participating Agreements with Fresno Truck Center and PB Loader
    Exhibit A. Participating Agreement with Fresno Truck Center
    Exhibit B. Participating Agreement with PB Loader
2. Resolution 24-210 and accompanying staff report, dated December 18, 2024.

Attachment 1: Resolution

RESOLUTION NO. _____

RESOLUTION APPROVING PARTICIPATING AGREEMENTS WITH FRESNO TRUCK CENTER AND PB LOADER CORPORATION FOR THE PURCHASE AND UP-FITTING OF AN ALL-ELECTRIC DUMP TRUCK

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

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

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

WHEREAS, on December 18, 2024, Council approved Resolution No. 24-210, a piggyback purchase to PB Loader through Sourcewell for the purchase of an all-electric dump truck; and

WHEREAS, subsequent to Council's approval, vendor was notified by the California Air Resources Board that the chassis vendor portion in the transaction needed to be changed from PB Loader to Fresno Truck Center in order to receive a $60,000 voucher to be applied to the purchase price of the vehicle; and

WHEREAS, Council approval is needed to add the chassis vendor Fresno Truck Center and associated Sourcewell purchasing arrangement; and

WHEREAS, the chassis portion of the vehicle purchase needs to be paid to Fresno Truck Center to receive the $60,000 HVIP voucher; and

WHEREAS, the Council desires to utilize PB Loader for up-fit of the purchased all-electric dump truck; and

WHEREAS, the City Council ultimately desires to obtain an electric truck from PB Loader, with the chassis provided by Fresno Truck Center by separate agreement such that the City can obtain the benefit of CARB credits, that is fully operational and functional as contemplated by the original agreement with PB Loader.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA does resolve as follows**:**

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

2. The Council approves the Participating Agreement to Sourcewell Contract No. 032824-DAI with Fresno Truck Center, attached hereto as Exhibit A and incorporated herein, for the purchase of the all-electric dump truck chassis in the amount of $131,899.28.

3. The City Council approves the Participating Agreement to Sourcewell Contract No. 050625-PBL with PB Loader, attached hereto as Exhibit B and incorporated herein, for the upfitting of an electric chassis and provisions of an electric dump truck for graffiti abatement in the total amount of $26,498.90.

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

* * *

Exhibit A: Participating Agreement with Fresno Truck Center

PARTICIPATING AGREEMENT

to Sourcewell Contract No. 032824-DAI

This Participating Agreement ("PA") is entered into by and between the City of Madera ("City") and Fresno Truck Center ("Vendor") for the purpose of establishing terms applicable to the City's use of the following cooperative agreement:

Original Agreement: Sourcewell Contract No. 032824-DAI (Exhibit A)

Original Contract Term: 08/28/2024 – 07/09/2028

The City intends to piggyback the above-referenced cooperative agreement in accordance with Title II, Chapter 4 of the Madera Municipal Code.

Except as specifically modified herein, all terms, conditions, pricing, and specifications of the original cooperative agreement shall remain in full force and effect.

1. INCORPORATION OF COOPERATIVE AGREEMENT

The cooperative agreement identified above is incorporated herein by reference as though fully set forth, a copy of which is maintained by the City's Purchasing Agent.

In the event of a conflict between this PA and the original cooperative agreement, the terms of this PA shall control for purchases made by the City.

2. DESRIPTION OF GOODS AND/OR SERVICES

2024 Rizon-e18M electric truck, as identified in Exhibit B.

3. CITY OF MADERA PROCUREMENT TERMS

The following supplemental or modified terms shall apply to the City's purchases under this PA:

3.1. Indemnification

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

defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

3.2. Insurance Requirements

The insurance requirements applicable to this PA shall be based on the category of goods and/or services being procured. The applicable category shall be identified below.

☑ Goods Only – No Insurance Required

☐ Goods and Services – Exhibit A

☐ General Services – Exhibit B

☐ Consultant Services – Exhibit C

☐ Contractor Services – Exhibit D

☐ Software – Exhibit E

☐ Software as a Service (SaaS) – Exhibit F

The checked exhibit(s), if applicable, is incorporated herein by reference and establishes the minimum insurance requirements applicable to Vendor under this PA.

3.3. Invoicing and Payment

Invoices shall reference the applicable City purchase order number and be submitted to:

Randy Collin – Fleet Manager / rcollin@madera.gov

Payment terms shall be net 30 unless otherwise approved in writing by the City.

3.4. Purchase Orders

No work shall commence, and no goods shall be provided until the Vendor receives a valid City purchase order, if required by the City.

3.5. Prevailing Wage

If the work performed under this PA constitutes public works subject to California prevailing wage laws, Vendor shall comply with all applicable requirements of the California Labor Code.

Term

This PA shall become effective upon execution by both parties and shall remain in effect through the term of the original cooperative agreement, including any valid renewals or

extensions, unless terminated earlier in accordance with the terms herein or the original cooperative agreement.

4. Authority

The individuals signing below represent and warrant that they are authorized to execute this PA on behalf of their respective parties.

CITY OF MADERA
a municipal corporation

By: _____
Cecelia K Gallegos, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

VENDOR

By: _____
JEFF TODD - FRESNO TRUCK CENTER

Date: 11/4/26

Date: _____

Date: _____

Attachments:

Exhibit A – Sourcewell contract 032824-DAI

Exhibit B – Fresno Truck Center Invoice M001008231

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Daimler Trucks North America, 4555 N. Channel Ave., Portland, OR 97217 (referred to as "DTNA" herein.)DTNA and its authorized dealers are collectively referred to as "Supplier" herein.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier's authorized dealers will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship, except for components or body installations covered under separate warranties. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as described in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected if it fails to meet the specifications agreed between Participating Entity and Supplier. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Participating Entities may request that DTNA's authorized dealers perform work at government-owned facilities, including schools. The provision of such work shall be negotiated with the participating DTNA authorized dealer and the Participating Entity.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to the participating DTNA's authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to the participating DTNA's authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, DTNA's authorized dealer's performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and participating DTNA authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the participating DTNA authorized dealer, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the participating DTNA authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to participating DTNA authorized dealer in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- ;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

DTNA will submit payment to Sourcewell for the administrative fee per unit of Equipment and/or Product as stated in the Proposal. purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

DTNA agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the DTNA is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the DTNA in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

DTNA agrees to defend, indemnify and hold harmless Sourcewell and the Participating Entities from and against any and all claims which are incurred by or asserted against any Sourcewell and/ or Participating Entities by any third party (including Sourcewell or participating Entities personnel), to the extent such claims arise out of or relate to: (a) the negligent acts, negligent omissions, willful misconduct, or strict liability (whether insured against or not) of, or violation of applicable Law by, any DTNA Indemnitees (as defined below); (b) defects in materials, manufacture, workmanship, or design of any Equipment or Product under this Contract, whether latent or patent (including for failure to properly label, failure to properly warn of dangers associated with use, failure to give proper instructions, failure to inspect adequately, and failure to test adequately); (c) a claim alleging that the manufacture, use, or sale of the Equipment infringes the Proprietary Rights of any third person; or (d) performance of Services for which DTNA contracts in a manner inconsistent with the obligations under this Agreement(e) DTNA's breach of any of its warranties, representations, and obligations in this Contract provided, that DTNA's obligation in this Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence or willful misconduct. As used in this Section 11, "DTNA Indemnitee" means, collectively, DTNA , its affiliates, and its and their respective officers, directors, and personnel, and all of their respective permitted successors and permitted assigns.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an claims basis and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage

$1,000,000 Personal and Advertising Injury
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all

deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

DTNA certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract DTNA declares bankruptcy, DTNA must immediately notify Sourcewell in writing.

DTNA certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. DTNA further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. DTNA certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. DTNA must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). DTNA must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, DTNA certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or DTNA may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 8/28/2024 | 5:36 PM CDT

Daimler Trucks North America

Signed by:
Eugene Berg
D426A8843A41488...

By: _____

Eugene Berg

Title: Director-Vocational Sales

Date: 8/19/2024 | 3:31 PM CDT

Daimler Trucks North America

Signed by:
Peter Arrigoni
8C101B7B93C54FD...

By: _____

Peter Arrigoni

Title: Vice President-Vocational Sales

Date: 8/27/2024 | 7:06 PM CDT

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Daimler Trucks North America
Does your company conduct business under any other name? If yes, please state:	Freightliner LLC, Western Star Truck Sales Inc.
Address:	4555 N. Channel Avenue Portland , Oregon 97217
Contact:	Eugene Berg
Email:	eugene.berg@daimlertruck.com
Phone:	503-939-3033
HST#:	93-0790608

Submission Details

Created On:	Wednesday February 14, 2024 18:28:59
Submitted On:	Thursday March 28, 2024 09:56:59
Submitted By:	Eugene Berg
Email:	eugene.berg@daimlertruck.com
Transaction #:	351f998f-52bc-41d6-9e5b-c374ebf0eb65
Submitter's IP Address:	163.116.129.117

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Daimler Truck North America LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Freightliner LLC & Western Star Truck Sales Inc. & Daimler Truck Financial Services
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UID: X4T2HM6GUXB1
5	Proposer Physical Address:	Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217
6	Proposer website address (or addresses):	Daimler Truck North America | Daimler - https://northamerica.daimlertruck.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Eugene Berg Director - Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eugene Berg Director – Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Mitchem Vocational District Sales Manager Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 706-5211 Jamie.Mitchem@DaimlerTruck.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Daimler Truck North America (DTNA), including Freightliner and Western Star truck brands, is the leading manufacturer of Class 6-8 commercial vehicles in North America, holding approximately 40% share of the market. The company is dedicated to serving "all who keep the world moving" and this simple statement of purpose reflects what we believe to be our integral place in the global supply chain. Whether moving foodstuffs from farms to grocery store shelves, goods from manufacturers to markets, or children to school, every single one of our products – while driven by a single individual – is ultimately making a difference in the lives of thousands, and our commitment to those customers operating those vehicles is steadfast and unwavering. As a subsidiary of the global Daimler Truck, we trace our company's history back to Germany of the late 19th century and the earliest days of the engine, as well as the very invention of the truck. From our earliest days, partnerships were core to our business strategy, with two German inventors and businessmen – Gottlieb Daimler and Karl Benz – founding the original Daimler-Benz. The company would continue to evolve and grow over the course of a century to become Daimler AG, at one time the world's largest industrial manufacturing conglomerate, and producer of both heavy trucks and the luxurious line of Mercedes-Benz cars. In late 2021, Daimler AG spun off these businesses into two separate entities. Today, Mercedes-Benz cars remain the benchmark of modern automotive luxury, while Daimler Truck provides solutions that support the global supply chain. Governed by a diverse Board of Management, Daimler Truck's perspective for the future is heavily influenced by our purpose statement, "For All Who Keep the World Moving." And the company intends to maintain its leading position in conventionally powered trucks and buses while simultaneously transforming its product line for a future of CO_2-neutral transportation. In nearly every country of the world today, you will find trucks and buses from one of our company's brands. In North America, those vehicle brands include Freightliner and Western Star trucks and Thomas Built Buses. The company's portfolio on the continent is further strengthened by Detroit®, a vertically integrated manufacturer of Daimler Truck's proprietary engines, transmissions, axles, and other components and technologies for both conventional and zero-emission vehicles. Our company's proud 130-year history is not only a testament to our resilience, but also emblematic of how partnerships with our customers and our vision for the future help drive toward a common good: good for us, good for our customers, good for society. Even as we've evolved our trucks and buses – and as we continue to evolve their underlying propulsion technologies – we continue to partner with our customers to enable them to keep our world moving. We look forward to having the chance to continue delivering on that purpose for many more centuries to come. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks contained in attachment: 1. Purpose & Vision: a) Daimler Truck North America | Daimler b) DTNA Purpose Video c) DTNA Vision Video

11	What are your company's expectations in the event of an award?	Simply stated, it is our intent to strategically help grow both the Sourcewell footprint of Members, as well as Daimler Truck's share of the Muni / Government / Not-for-Profit market. Daimler Truck North America and our desirable truck brands, Freightliner and Western Star have substantial experience and a leading position in the sale and service of municipal vehicles. DTNA plans to realize share growth with our inclusion in the Sourcewell Awarded Contract catalog. With an extensive network of dealers covering ALL of Canada and United States, we will utilize this network, through on-site advertising, tradeshows, conventions, dealer open-houses and our numerous corporately held training events, to both educate on and promote the Sourcewell program. If a Sourcewell contract is awarded, we will utilize our internal resources; webinars / social media / dealer training events etc. as well as our large independently owned dealer group and their resources, to promote our Sourcewell contract. If awarded, we look forward to working with the Sourcewell team to establish a joint marketing plan which will maximize the effectiveness of our extensive dealer footprint, throughout the US and Canada, through the resulting launch of our product catalog to the Sourcewell membership. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Marketing Plan Sample – Sourcewell GTM Strategy"
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In late 2021, Daimler Truck Holding AG was established in a spin-off from Daimler AG, the former parent company and owner of both Mercedes-Benz cars and the Daimler Truck family of brands, including Freightliner and Western Star trucks. Daimler Truck Holding AG has been listed on the Frankfurt Stock Exchange (Börse Frankfurt) since that time, where we are included as one of the 40 blue chip DAX index companies. We are abundantly happy to provide our annual filings for 2021, 2022 and 2023, all of which are inclusive of income statements, cash flow statements, and other salient financial data regarding the health and viability of our business. Please note: the latter of these will be available on March 1, 2024, in conjunction with our disclosure schedule. Additionally, the most recent presentation furnished to analysts, investors, and the media at our July 11, 2023 Capital Market Day program can be found here. Please refer to the following documents for additional information: • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" a) Daimler Truck Annual Report 2021 b) Daimler Truck Annual Report 2022 c) Daimler Truck Annual Report 2023 d) Capital Market Day 2023 Presentation (daimlertruck.com)
13	What is your US market share for the solutions that you are proposing?	In 2023, DTNA captured 39.6% of the total US Class 8 Market, along with 35.4% share of the total US Class 6-7 Market. As of February, 2024 – DTNA has grown that share to 49.7% of the total US Class 8 Market and 40.6% share of the total US Class 6-7 Market. Our share of the addressable Truck / Tractor Market (excluding School Busses) is as follows: - Class 6/7: 30.7% - Total (30.7% - Freightliner) - Class 8: 36.8% - Total (33.7% Freightliner / 3.1% Western Star) Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8. With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers. Please refer to the following documents for additional information: • Folder: "DTNA - Upload Additional Document" • Attachments: "DTNA - North America Market Share"
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 37.5% - Total (37.5% - Freightliner) Class 8: 39.1% - Total (29.5% Freightliner / 9.7% Western Star) These values include tractors and trucks. Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8. With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Daimler Truck North America has never petitioned for bankruptcy protection. Our organization maintains consistent financial strength and stability and is backed globally by a diverse group of investors on the Frankfurt Stock Exchange (Börse Frankfurt). Please refer to the following documents for additional information: • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" a) Daimler Truck Annual Report 2021 b) Daimler Truck Annual Report 2022 c) Daimler Truck Annual Report 2023 d) Capital Market Day 2023 Presentation (daimlertruck.com)
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	DTNA is an Original Equipment Manufacturer (OEM) with over 70 years of experience in the commercial vehicle space. Our organization is backed by an independent dealer network across US, Canada & US Territories. With an extensive presence in 587 sales, service and distributor locations spanning across ALL states, territories and provinces, Daimler Truck North America is the leading commercial vehicle manufacturer in North America. Our portfolio of distinctive brands serves a multitude of industries and commercial vehicle applications. Through affiliated companies like Detroit Diesel Corporation, the company also is a leading provider of heavy- and medium-duty diesel engines and components. As Daimler Truck North America enters its eighth decade, it remains committed to the values on which it was founded: innovation, quality, and an unwavering dedication to meeting customers' needs. b) Daimler Truck North America is the leading original equipment manufacturer (OEM) of Class 6-8 commercial vehicles in North America. The sales of our products are performed through a robust network of 448 franchised and independently owned SALES locations, strategically located across the North American continent. The entirety of this dealership network and its employed technicians, are trained and certified by DTNA's trainers to perform routine maintenance and major repairs. In addition, through an exclusive and strategic partnership to provide select services for Freightliner vehicles at approved Love's Truck Care and Speedco locations. Freightliner drivers have access to an even larger network of service points for light mechanical warranty repair work, roadside warranty emergency services, and approved field service and recall campaigns.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Daimler Truck North America (DTNA) is dedicated to improving the quality of life and preserving the environment within the communities and societies we engage with. Environmental conservation and the conscious use of energy resources stand as fundamentals of DTNA's mission. Our commitment to these principles is underscored by our attainment of external certification through rigorous audits conducted in accordance with the ISO 14001:2015 Environmental Management and ISO 50001:2018 Energy Management systems. This certification verifies DTNA's alignment with the stringent provisions outlined in these standards. Class 6-8 vehicles under the brand of Freightliner and Western Star Product lines conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Canada Motor Vehicle Safety Act (CMVSS) Daimler Truck fuel tanks are certified to 49 CFR 393.67 for side mounted tanks and we take into consideration the recommended standards to 49 CFR 399.207. Daimler Truck vehicles takes into considered of Width and length limitations (23 CFR 658) regulated by the Federal Highway Administration The exterior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation and the EPA (40 CFR 205) The Interior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation (49 CFR 393.94) Canada Motor Vehicle Safety Act (CMVSS 1106) and OSHA (29 CFR 1910.95) Freightliner and Western Star Product are equipped with emission control equipment to comply with all applicable US environmental Protection Agency (EPA) regulations governing control of air population from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, there are offerings that comply to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. In addition to conforming to J1939-13 for On board diagnostics. Daimler Truck North America follows ISO 9001 for Quality Management Systems and takes into consideration and implementation of Functional Safety (ISO 26262) (when developing, designing, and evaluating our vehicles. Our organization also follows ISO 21434 for cybersecurity engineering on Road Vehicles. Please refer to the following documents for additional information: • Folder: "DTNA - WMBE-MBE-SBE or Related Certificates" • Attachments: 1) "Licenses - Certifications" 2) DTNA Certificate of Insurance
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable to our organization

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2023, Daimler Truck North America's head of eMobility, Rakesh Aneja, was appointed to the Electric Vehicle Working Group, an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. To date, Aneja remains the only OEM representative invited to the Group. In 2022, the U.S. Department of Energy recognized the Detroit® plant for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing, the third consecutive year the facility earned the distinction. In 2022, the Portland Business Journal named Daimler Truck North America "Innovator of the Year" for the company's pioneering work in electric medium- and heavy-duty vehicles, including the Freightliner eCascadia and Freightliner eM2. In 2022, Heavy Duty Trucking named the Detroit® Assurance Suite of Safety Systems a "Top 20 Products" of the year. In 2021, Equipment Today named the Western Star 49X a "Top 50 New Products" of the year. In 2021, Construction Equipment named the Western Star 47X a "Top 100 New Products" of the year. In 2019, Engadget named the Freightliner Cascadia with Detroit Assurance Suite of Safety Systems the "Best of CES" for transportation technology. In 2019, the South Coast Air Quality Management District bestowed the "Clean Air Technology" award on Daimler Truck North America for the company's development of battery electric medium- and heavy-duty trucks. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 2. Awards & Certifications Links: a) Electric Vehicle Working Group - Joint Office of Energy and Transportation (driveelectric.gov) b) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® – A Journey in Energy Management | Department of Energy c) Makers & Manufacturers Awards Executive of the Year: Tamara Lundgren - Portland Business Journal (bizjournals.com) d) HDT 2022 Top 20 Products - Equipment - Trucking Info e) Daimler wants self-driving trucks on the roads in ten years (engadget.com) f) Daimler Trucks North America Recognized with Clean Air Technology Award | Daimler
20	What percentage of your sales are to the governmental sector in the past three years	Market Share for the Government segment in 2019 was an industry leading 31.4% in the US and 32.7% in Canada Share of DTNA Business: Class 6/7: 2.8% (2021); 3.7% (2022); 3.3% (2023) Class 8: 4.2% (2021); 4.5% (2022); 4.7% (2023) Market Share: - Class 6/7: 33.6% (US) - Class 8: 33.0% (US) - Class 6/7: 23.4% (CAN) - Class 8: 46.1% (CAN) DTNA has a strong presence in the Government Sector, and it is a very important part of our business where we continue to strive for growth. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: - "Government Sector Market Share.pdf"
21	What percentage of your sales are to the education sector in the past three years	As this submission does not include our Thomas Built Bus division (separate proposal submitted under the current School Bus solicitation), the education sector is not applicable to our proposal. That said, the Thomas Built Bus division was 7.1% of our overall business in 2021, 6.1% in 2022, 6.6% in 2023.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	As the largest OEM in the municipal sector, DTNA has worked with several of these organizations over the years, but the contracts are held by our dealer network and not directly with us. Examples include: the Houston Galveston Area Council, Miami Dade Sheriffs Association, Texas Buy Board, and NC Sheriff's Association. Sales to these groups were all more than 50 trucks and generated millions of dollars in sales. Please reference additional information in response to Table 5, Question 25 for more detail.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	DTNA has a decade's long track record with the US Government (USG) via the GSA's Auto-Choice and Multiple Award Schedule programs. We have also had great success in working with individual branches of Government such as the State Department, USAF, TACOM, USACE, US Navy & Marine Corps via stand-alone contracts. DTNA is viewed as a leading vendor to the USG due to our exceptional customer service and strong support of their marketing efforts such as extensive involvement as a presenter and subject matter expert in the Fed Fleet exhibition. Annual sales on these contacts amount to hundreds of trucks and millions of dollars. As documentation of this success, we have attached market share volumes for the 2023-2024 GSA contract – GS-30F- NA013 in the attached "GSA Contract Results 2023-2024" in the additional documents upload section of our submission. While DTNA is not the prime contractor on any USG sales, we are closely involved with our dealers and the process to ensure the customer need is met. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "GSA Contract Results 2023-2024"

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Dept of Water & Power	Tade Mirzakhanyan	818-771-3614
PB Loader	John Styer	559-277-7370
Altec	Breanna Kinman	913-231-6570
Viking Cives	Kevin Newson	801-204-4130

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
GSA	Government	Other	Class 6-8 Trucks	100-250/year	Estimated $15 - $37 million
CT Dept. of Admin Serv	Government	Connecticut - CT	Class 6-8 Trucks	50-250/year	Estimated $7 - $37 million
State of Minnesota	Government	Minnesota - MN	Class 6-8 Trucks	50-250/year	Estimated $7 - $37 million
Texas Controller of Public Acct.	Government	Texas - TX	Class 6-8 Trucks	100-150/year	Estimated $15 - $23 million
Missouri DOT	Government	Missouri - MO	Class 6-8 Trucks	50-150/year	Estimated $7 - $23 million

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	DTNA's corporate sales force includes several Senior Executives, 10 Regional Directors, as well as 40+ District Sales Managers. With an army of 1,000+ dealer sales professionals, we represent a formidable force, tasked with selling and supporting Freightliner and Western Star Trucks across all of the states and provinces in the U.S. and Canada. DTNA's After Sales Support (field parts and service) group has a similar number of corporate Executive, Regional and District staff. Combined corporate support includes 1,000's of dealer; parts, technician, warranty and Customer Experience (CX) experts. DTNA represents one of (if not) THE largest sales and support networks, in North America. The DTNA dealer sales force is also comprised of 448 Freightliner and Western Star SALES locations across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members.
27	Dealer network or other distribution methods.	Above and beyond the 448 SALES dealership locations referenced in Question 26, the dealer network also includes numerous Parts & Service locations The TOTAL DTNA dealer network is comprised of 587 Freightliner / Western Star Sales AND Parts & Service locations, across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members. This extensive network draws from 10 strategically placed Parts Delivery Centers across the US and Canada. Additionally, our network has contracts with 171 Detroit Distributor locations, which can service Detroit engines, as well as 413 Loves Truck Care and Speedco locations that are capable of light repairs. While DTNA dealers are the primary point of contact for Sourcewell members, DTNA's aftermarket parts team is the cornerstone of our customer uptime initiatives. With over 800 employees across 10 regional Parts Distribution Centers, we are uniquely positioned to support our customer base across North America. One of the primary goals of DTNA's Aftermarket PDC network is to be positioned to support our dealers in delivering within 12-hrs or less via a direct delivery service (DDS) route. Members can locate their local, facing Freightliner and Western Star sales & service dealers via the "Find a Dealer" function on our website. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory" • Folder: "DTNA - Marketing Plan" • Attachments: "DTNA – Marketing Plan Website Links" • Hyperlinks 1. Daimler Truck North America	Daimler 2. Western Star – Sourcewell Sample Webpage 3. Freightliner – Sourcewell Sample Webpage

28	Service force.	DTNA has over 700 service locations and the reliability of our dedicated support staff, from our factory certified technicians to our 24/7 toll-free hotline operators. Our job is to make your job easier and more profitable, and with our vast network of service locations. The DTNA service network in the United States & Canada includes, but is not limited to: • 388 Freightliner & Western Star dual branded parts & service locations • 79 Freightliner standalone brand parts & service locations • 73 Western Star standalone brand parts & service locations • 134 Detroit distributor branches (Detroit & Allison transmission repairs) • Over 10,000 certified technicians nationwide Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road. The ExpressPoint experience includes: • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States The DTNA corporate Field Service Team has over 100 dedicated and professional District Service Managers strategically located across the United States and Canada that provide support to Customers, Freightliner & Western Star Dealers, and Detroit Distributors. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Service Point Links" • Hyperlinks: a) https://www.freightliner.com/service/ b) https://www.freightliner.com/service/expresspoint/ c) https://www.westernstartrucks.com/parts-and-service/
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All purchase negotiations will take place between an authorized DTNA dealer and the Sourcewell member. No orders will be accepted by DTNA on a direct sale basis. The process flow for a typical transaction would be as follows: • Sourcewell Member identifies a product need and selects a dealership to work with, from the list of DTNA dealerships posted via the Sourcewell website / web link. • Sourcewell Member and authorized DTNA truck dealership establish a relationship to provide transportation related products and services. • During these consultations, the DTNA dealer will work with the Sourcewell member to establish the specific purpose of the vehicle in question, including any body(s) or equipment that may be required to be sourced. • Based upon the outcome of these discussions the dealership salesperson will develop a set of detailed specifications for the chassis, as well as related equipment if required. This information will be consolidated into a preliminary sales proposal, which will include details of the proposed chassis and if applicable, specifications for any body(s) or equipment required to perform the job defined by the Sourcewell Member. This will then be reviewed between the two parties to ensure that the requirements of any proposal are mutually understood. • Once a clear definition of the deliverable is understood, the DTNA dealer will calculate the price to be quoted using the approved DTNA-Sourcewell program discount for the truck chassis, applying appropriate delivery and transportation charges and pricing all sourced goods using the program defined not-to-exceed mark-up percentage. These costs will be used to calculate any applicable taxes or fees appropriate to the geographic area in question. If applicable, the Canadian exchange rate will be applied at this point. These sub-items will be consolidated into a comprehensive commercial vehicle sales proposal including all applicable terms and conditions to the Sourcewell member for consideration. • Sourcewell member and DTNA dealership review and mutually agree on all aspects of the sales presentation including chassis and equipment specifications, final sales price and applicable terms and conditions. • Upon acceptance of the proposal, the Sourcewell member issues a formal purchase order (PO) to the DTNA dealership. • DTNA dealer accepts the PO and orders the chassis (using the DTNA-Sourcewell program tracking code to ensure proper discounts and routing) along with all other applicable sourced goods required to complete the project. • Dealership coordinates all activities related to the fulfillment of the agreement through final delivery, to fulfill the terms of the Members' PO. • Upon Sourcewell Member's acceptance of the vehicle and receipt of Members payment, as agreed upon, DTNA dealer will request warranty registration of the vehicle from DTNA (OEM). • Dealer will submit their request for Sourcewell program inclusion including the serial # of the vehicle and all required data as to the sourced goods and services involved in the transaction. Dealers who fail to comply with all terms and conditions of the published Sourcewell sales program will incur penalties up to, and or including, chargeback of discounts received to stock levels of discount. • Upon review of the documents presented, and confirmation of applicable invoicing reserves, DTNA (OEM) will warranty register the vehicle and include it in the list of vehicles to be included in the quarterly Sourcewell rebate payment. Ultimately, as the Awarded Contract-Holder, DTNA will control and administer pricing concession, based on approved Sourcewell Program Discount level(s), will tabulate monthly / quarterly list of units ordered and delivered through the Sourcewell program and will remit fees to Sourcewell, as committed and contractually bound. Periodic audits of Sourcewell participating dealers will also be performed to ensure accuracy and quality control of the program. As outlined above, the physical negotiation of specification(s) through to ordering, delivery and execution of payment / warranty registration, will be completed by each Sourcewell participating Authorized Dealer.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	DTNA's Elite Support Certified network of dealers are focused on delivering a consistent, superior level of customer service with every visit. Elite Support includes, but is not limited to: Express Assessment All Elite Support Certified locations participate in Express Assessment, which means the dealer will provide a preliminary assessment within 2 hours of arrival to enable you to make an informed decision on your next course of action. This assessment may include needed repairs, parts availability and an estimate of cost and repair time. Maximizing Uptime The ultimate goal of the Elite Support Network is maximizing vehicle uptime. Every Elite Support Dealership must be recertified annually to ensure you experience a consistent, higher standard with every visit across our Network. Best-Trained Techs Our technicians receive continual training from the experts at DTNA. We focus on a solid understanding of all vehicle systems and have access to the latest tools to expedite repairs. Continuous Improvement Every dealership earning the Elite Support certification must meet specific criteria across all customer service areas. To maintain these high standards, dealerships employ a Continuous Improvement Coordinator that spearheads changes across their location. Robust Parts Network Through the combined experience of our network and close collaboration with our service team, we understand what parts we need on-hand to get you back on the road quickly. Elite Support dealerships utilize multiple methods, such as Excelerator, RimPro, and dealer managed inventory to secure the parts you need. Exceptional Amenities We know that when we service your vehicle, you're trusting us with your business. Elite Support Certified dealers believe in providing quality solutions and timely communication from a friendly and familiar team. Our facilities are designed to minimize downtime and provide a comfortable environment for drivers as we work to get your truck back on the road. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: 'DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Elite Support Links" • Hyperlinks: a) https://www.freightliner.com/service/elite-support/ b) https://www.westernstartrucks.com/parts-and-service/elite-support/
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout the US. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the US Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout Canada. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the Canadian Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	With 587 Freightliner and Western Star dealerships (sales, parts & service) and contracts with 171 Detroit Distributor locations and 413 Loves Truck Care and Speedco locations, DTNA has significant representation to support Sourcewell Members throughout the United States and Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	While DTNA provides significant product coverage to serve the education, non-profit, and government sectors – there may be some limitations on coverage for outstanding GSA, or OEM exclusive contracts. Pricing as presented in DTNA's submission is valid for quotation to Sourcewell Members who do not have OEM exclusivity provisions in prior contracts with DTNA. Examples of this would include the GSA Autochoice and MAS / 23V contracts. Otherwise, we are committed to supporting the full scope of Sourcewell customers.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	DTNA maintains a sales & service presence in Hawaii, Alaska, Puerto Rico and has, to the best of knowledge, the only full-line authorized North American OEM dealership, with a presence in Guam. Shipments outside of the continental US or Canadian markets may include incremental fees and commensurate delivery delays, based on mileage and weather conditions.

Table 7: Marketing Plan

Line Item	Question	Response *

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Initial promotion of our products will be oriented towards introducing DTNA's regional and district sales personnel to the Sourcewell distribution model and its benefits to our dealer group. This will be followed by a series of communications to the entire dealer network sales personnel through internal announcements and webinars. External communication will follow and be distributed via DTNA websites and throughout our social channels network. Throughout this process, we look forward to working with the Sourcewell marketing team to convey and reinforce the contract details.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA – Marketing Plan"
		• Attachments:
		  • "DTNA - Marketing Plan Sample"
		  • "DTNA – Marketing Plan Website Links"
		  • "DTNA Product Video Links"
		  • "Freightliner - M2106-M2112 Product Overview"
		  • "Freightliner - M2 106 Brochure"
		  • "Freightliner - Cascadia DC Brochure"
		  • "Freightliner - 108SD-114SD Product Overview"
		  • "Freightliner - eM2 - Spec Sheet"
		  • "Freightliner - eCascadia - Spec Sheet"
		  • "EconicSD Chassis Brochure"
		  • "Western Star - 47X_49X Brochure"
		  • "Detroit Assurance 5.0"

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	DTNA is committed to promoting our products via progressive social media channels as we increasingly find our customers gravitate to this media as a source of information. Freightliner and Western Star brands maintain a strong presence on social media platforms, such as Facebook, Instagram and Linked In as a way to connect with customers and promote marketing efforts. These efforts are managed via a dedicated management team of social media experts, who will focus on the development of marketing opportunities with Sourcewell. The entire DTNA sales organization is also provided leads on future sales opportunities via the proprietary Retail Prospect Management (RPM) marketing tool. This digital tool assists our dealers in identifying buying cycles of Sourcewell members and proactively addressing their requirements. DTNA also has a team dedicated to Economic and Trucking Intelligence, which provides the Sales and Marketing teams with up-to-date information about the trucking industry. This information is shared with the teams and dealerships through Retail Prospect Management. RPM shows potential customers within the AOR (Area of Responsibility) of the dealer, district manager, regional manager, and marketing team to help them in prospecting new business. This tool also provides fleet makeup, purchase history, and an industry-first "likelihood of purchase" calculation, developed using an advanced algorithm based on economic and market specific conditions in their local area. This will keep sales associates and dealers informed of Sourcewell members' product requirements and buy cycles, so they can proactively address their needs in a timely manner.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As DTNA respondent(s), we feel that Sourcewell's role in promoting DTNA, our products and dealer partners, will commence with announcing the 2024 Award Recipients. To further the announcement, we anticipate that Sourcewell will promote the addition of DTNA as an Awarded Supplier, to their 1,000's of active Members, through their ongoing marketing efforts. Said efforts to include but not limited to; email, website, trade shows, industry conferences and in general, all of the marketing efforts which have made the Sourcewell Program the success that it is. DTNA is committed to the development of marketing material, including web-based efforts and template style documents to support our dealer network in creating interest in both the Sourcewell Program, as well as driving business to our dealer partners' locations from Members. With the combined efforts of DTNA and Sourcewell, we will expand our reach to better serve mutual municipal, education and non-profit customers. DTNA looks forward to joint marketing efforts and support from Sourcewell staff, in the creation of initiatives which will ultimately serve to both grow sales opportunities for DTNA, as well as growing the Sourcewell footprint.

39	Are your products or services available through an e-procurement ordering process?
	
	If so, describe your e-procurement system and how governmental and educational customers have used it.
		Our independent dealer network is the primary point of contact for Sourcewell customers going through the new truck purchase process. As such, each dealer location will have their own process for order intake, which may or may not include an e-procurement process.
		
		Excelerator is DTNA's ultimate e-commerce solution designed to streamline the parts ordering process. Empowering customers to search, find, and buy parts for any make, model, and application.
		
		Our motivation is to create a nimble and efficient customer experience guided by customer focused initiatives and forward-thinking functionality. Excelerator provides an optimized parts search, PartsProX our fully integrated catalog, real time parts pricing and availability, Inner Circle Rewards, a customer rewards program, product features and images, and VIN verification.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA – Marketing Plan"
		• Attachments: "DTNA Excelerator Links"
		• Hyperlinks:
		  1. https://www.freightliner.com/parts/excelerator/
		  2. https://www.westernstartrucks.com/parts-and-service/excelerator/

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	DTNA provides dealer training on all products, features, benefits, maintenance procedures, and their proper operation. The dealer is responsible for providing that same training to the end customer (as required) for successful operation. This training is typically provided during the delivery hand off process. We also have a free app that can be downloaded on a smartphone or tablet that has brochures, news, training videos, dealer locator, and access to DTNA websites. The training videos can be accessed for all models and options or can be filtered to only show the ones specific to your VIN. DTNA also provides product training opportunities to customers and our Truck Equipment Manufacturer (TEM) partners, many of whom are already established as Sourcewell vendor partners. An example of this is our Detroit Connect Analytics, which provides users with on-demand, automated analysis and reports detailing fuel efficiency, safety, and performance data. This information can be utilized by municipal fleets to reduce costs and increase safe performance across the fleet. DTNA provides monthly live training webinars and multiple in-person classes. DTNA also has online service training through our Aftermarket Resource Center (ARC). This includes service information and programming options with our Custom Hardware and Electronic Configurator (CHEC) tool that allows you to add safety features to the truck. An example of a programmable feature is the ability to limit the truck speed with a dump body in the up position and automatically triggering the strobe lights to warn others nearby. Another useful tool is our online Technical Resource Guides (TRG). These guides can help you learn how to order, connect, program, and use many of our notable features. Another advantage DTNA offers is our unique status as a supplier of integrated transportation solutions. As such, we are uniquely able to offer OEM levels of training on our proprietary Detroit products including engines, transmissions, axles, and safety equipment. Many of these training options are free or at an incredibly low cost. The training and any costs associated will be dependent upon joint discussions between the dealer and customer as to what is required and the most effective for their individual needs.
41	Describe any technological advances that your proposed products or services offer.	Dependent upon the model specified, DTNA offers a full suite of safety systems on our products via proprietary and vendor partner supplied sources. In this fashion, your members can select the system that best integrates into their fleet operations. • Active Brake Assist (ABA 5) mitigates potential collisions by calculating truck speed and distance to other vehicles. This determines if a warning or braking action is needed. Full Braking on Moving Pedestrian can detect a person who is about to walk into the truck's path. It issues audio and visual warnings with simultaneous partial braking first, followed by full braking if the driver does not react. Full Braking on moving and stationary vehicles can identify moving or stationary vehicles in the truck's path. When the system detects a potential obstacle, it issues audio and visual warnings. Depending on the situation, partial and full braking may activate as well. • Adaptive Cruise Control (ACC) to 0 MPH automatically adjusts a truck's cruising speed to maintain a safe following distance from other vehicles. With the ability to remain in cruise control longer, drivers experience less fatigue throughout the day, keeping them more alert. ACC works in stop-and-go traffic, too. When the vehicle in front of your truck begins to slow, even to a stop, your truck will stop and hold its brakes. If the stop is less than two seconds, you will start moving again once the vehicle in front of you moves. For stops longer than two seconds, the driver can easily resume motion by engaging the throttle or pushing set/resume. • Side Guard Assist (SGA) alerts drivers of objects in their passenger-side blind spots. As a passive collision mitigation system, SGA will not de-throttle or stop your vehicle. Instead, it keeps the driver in control. If the truck's passenger side gets too close to a moving person or object, the system will warn the driver not to complete the right turn or make a right-hand lane change. • Intelligent High Beam automatically switches a truck's headlights from high to low beams when the system detects environmental light from cities or another vehicle's headlights or taillights. Once the vehicle or city lights are out of sight, high beams switch back on. • Automatic Wipers/Headlamps turn wipers and headlights on or off to match weather and lighting conditions. Wiper and headlight controls must be set to auto for this to work. • Tailgate Warning issues visible alerts on the dash as well as sounds when the truck's following distance is too short in relation to its speed for 10 seconds or longer. Once activated, Tailgate Warning will deactivate only when the truck reduces its speed to less than 20 miles per hour. Remaining in Tailgate Warning mode for 10 seconds or longer will make the event reportable to the selected telematics system. • Lane Departure Warning issues audio and visual alerts when a truck crosses lane markers without using a turn signal. • Traffic Sign Display uses a camera to read speed limit and other traffic signs. From here, the system conveniently displays relevant sign information in the instrument cluster. • Forward-Facing Video Capture utilizes a truck's front-facing camera to record the vehicle's activity before, during and after severe traffic events. This technology provides fleets with better insight into what occurs during crashes, so they are easier to prevent in the future. Forward-Facing Video Capture footage can be accessed via web portal, along with accompanying data and vehicle parameters. • The Driver-Facing Camera captures video footage of drivers before, during and after severe traffic events. This footage, along with other vehicle parameter data, is transmitted via web portal to provide fleet operations and safety personnel better insight into driver reactions during events. • Active Speed Intervention (ASI) is an optional, industry-first technology that is designed to deter operators from speeding and to help new operators adopt safe driving practices. This feature works with Traffic Sign Display to issue a passive alert when the driver exceeds the speed limit. If the operator does not respond, ASI will issue an active warning, and if necessary, will cancel Adaptive Cruise Control and de-throttle the truck. • Brake Hold Mode improves safety and comfort wherever work happens. This feature keeps the truck stopped when the operator removes their foot from the brake pedal, or if their foot slips off while the truck is at rest.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The overarching ambition of Daimler Truck is to offer for sale by 2039 exclusively those vehicles which are CO_2-neutral (in driving operation) in core markets of North America, the EU and Japan. This strategic goal has led to the market introduction of 10 unique battery electric vehicles available across the globe today, four of which are available in North America. The company has received the awards noted in response to question 16 for the latter of these. In addition, because the advent of new propulsion technologies requires a supporting ecosystem with which to refuel or recharge those vehicles, the company has been highly active in both the construction of that ecosystem, as well as bringing multiple parties to consensus on the future of that ecosystem. As an example of this and to learn from firsthand experience, the company built the first-of-its-kind public charging station for battery electric medium- and heavy-duty vehicles in partnership with local utility Portland General Electric in 2021. "Electric Island", as it is known, has also become the blueprint for a joint venture the company has entered into with NextEra Energy and BlackRock Climate Infrastructure. This JV, named Greenlane™ will break ground on its first commercial vehicle charging station later in 2024. While there are a large number of transportation companies, including an OEM like Daimler Truck North America, committed to vehicle electrification, the intersection of transportation and energy requires the increase by orders of magnitude in the generation and distribution of energy. To help navigate the complex and highly varied rules surrounding electric utilities, local building requirements and state and federal impediments to constructing these charging networks, Daimler Truck North America served as one of the founding members of Powering America's Commercial Transportation (PACT) advocacy organization. PACT was formally announced in January of 2024 and is an example of how the company has continued its leadership position as new technologies emerge. The founding of PACT also builds on the earlier appointment in 2023 of Daimler Truck North America's head of eMobility, Rakesh Aneja, to the Electric Vehicle Working Group. The EVWG is an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 3. ESG Efforts: a) Daimler Trucks North America Recognized with Clean Air Technology Award | Daimler b) Electric Island: Providing the Pathway to Carbon-Free Trucking | Black & Veatch (bv.com) c) Drive Greenlane | Commercial vehicle charging network solutions d) Electric Vehicle Working Group - Joint Office of Energy and Transportation (driveelectric.gov)
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainable production and a drive for CO_2-neutrality in the driving operation of our products are prime areas of focus for the company. For three consecutive years (2019 - 2022), the company's vertically integrated engine and components manufacturer Detroit® has been recognized by the U.S. Department of Energy for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing. In 2020, the Portland Truck Manufacturing Plant in Portland, Oregon, which is home to production of the popular Western Star X-Series and the company's battery electric Freightliners, became the first facility in the company's global network to achieve CO_2-neutral production, with the company aiming for all of its North American new vehicle manufacturing plants to follow. And all of the company's manufacturing locations are zero-waste to landfill. The company's global ambition is to offer exclusively CO_2-neutral (in driving operation) new vehicles for sale by 2039 in North America, the EU and Japan. Around the world, the company already offers for sale 10 different battery electric models, four of which – including the Freightliner eCascadia and eM2 – are available in North America. All models are HVIP eligible and both Freightliner models have received numerous awards, including the "Clean Air Technology" from the South Coast Air Quality Management District. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 3. ESG Efforts: e) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® – A Journey in Energy Management | Department of Energy f) DTNA Commits to Carbon Neutral Vehicle Production by 2025; Portland Truck Manufacturing Plant Will be First to Meet Target in 2020 | Daimler (daimlertruck.com) g) HVIP Eligible Vehicles - Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project | California HVIP h) JETSI-aug31-2021.pdf (aqmd.gov)
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Daimler Truck North America (DTNA) is a publicly traded company and does not qualify for provisions identified in this question. Our products are complex; and the scale of our manufacturing volumes require that we source from vendors who can support those production volumes. However, we have a Supplier Diversity Program in its second year that actively sources diverse suppliers as tier 1 suppliers for DTNA. This extends beyond our tier 1 supply-base to tracking our tier 2 and 3 diverse spend as well. Our tier 1 diverse suppliers are tracked through our procurement system and tier 2 spend is tracked through STARS database. We have established diverse spending targets with the goal of 10% diverse spend by 2030. Efforts to attract diverse suppliers include hosting an annual Supplier Diversity events, launching a Supplier Diversity webpage and integrating Supplier Diversity into standard procurement processes. DTNA has a comprehensive ESG program with targets for each pillar. Our supplier diversity efforts fall under our ESG umbrella. Additionally, DTNA has been a major supporter of the Women In Trucking (WIT) network and has been recognized as a 'Best Place to Work for Women' by WIT. Our diversity efforts extend to bringing in the best employees through extensive hiring and recruiting partnerships including 'Society for Women Engineers', 'Society for Asian Scientists and Engineers', 'National Society for Black Engineers' and 'Society for Hispanic Professional Engineers'. We have also supported many hiring initiatives for veterans in our facilities as well as our customers – IE. supporting the 'Ride of Pride' trucks that one of our customers customizes each year to support our veterans. Ultimately our goal is to utilize our vast resources to be a good partner to the communities we serve and operate in.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	While there are several unique propositions that we can offer Sourcewell's participating entities (which we describe in detail further below), a deep-seated belief in partnership is what differentiates our company, and it is what has allowed us to earn our position as the leading manufacturer (by market share) of Class 6-8 commercial vehicles in North America. With every interaction, we partner with our customers to understand their specific needs and enable their success. That theme of partnership begins in our vehicle development process. We benefit our customers both by leveraging the technologies of our global company and then tailoring those technologies to the individual markets we serve. In that tailoring process, we seed early development units with select customers to monitor and measure real-world performance before a vehicle is released to full production. Recent examples of this approach can be found in our Western Star X-Series (first launched late 2020) development, where our engineers embedded alongside our customers to iterate and refine the final product design to their specific demands. As a case in point of the lengths that were taken, we measured the specific roads - and sometimes the unpaved trails – these customers travelled down to the millimeter and then recreated those road surfaces at our own 87-acre proving grounds to replicate decades' worth of use in matter of months. The end result was increased durability of the truck, uptime for the customer, as well as comfort for the driver. Similarly, and specific to our line of proprietary engines, transmission and associated components, we take a partnership approach to understand our customers' needs and tailor global powertrains to specific North American needs. As a case in point and also for the Western Star X-Series, we were aware - thanks to partnership with our customers and firsthand interviews - of the propensity for new drivers to get stuck in loose sand and gravel when driving in quarries or on jobsites. Our engineers then used that problem statement to tailor our global transmission with a specific 'Rock Free' mode to modulate power and allow a driver to remove themselves from a stuck situation. This translates to saved time, effort and profitability of customer operations from having to source another vehicle or backhoe to dislodge a stuck vehicle. The partnership approach can also be found in the development of our safety systems, telematics suite and myriad other technologies, but the rubber truly meets the road when the vehicles are in our customers' hands and require planned maintenance or unplanned repair. In these situations, it is critically important to return trucks to the road as quickly as possible to keep perishable cargo moving or get custom critical freight where it's going. The unique proposition we offer for our service network is a partnership with more than 448 franchised dealers, further supplemented by more service points through select Loves and Speedco locations. This vast service point coverage, backed by a network of 10 strategically located parts distribution centers which average greater than 90% next-day order fulfilment, mean we keep our customers running with maximum vehicle uptime. It is our belief that this long-cultivated focus on partnerships stands to benefit Sourcewell's participating entities.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *

46	Do your warranties cover all products, parts, and labor?	New Vehicle Limited Warranty:
		Providing powerful, confidence building warranty protection for every vehicle, DTNA backs every new Freightliner and Western Star with a new vehicle limited warranty covering defects in materials and/or workmanship. Repairing any defects, free of charge and within the warranty period, DTNA delivers exceptional customer service.
		
		Truck Parts Limited Warranty:
		With limited warranty protection on aftermarket truck parts sold through authorized dealers, DTNA covers defective materials and/or workmanship for one year.
		
		Detroit Powertrain Warranty:
		Detroit engine, transmission, and axle owners enjoy comprehensive warranty coverage, including a fast, hassle-free process and expedited parts and service for critical downtime situations.
		
		Base warranty coverage details for each model and Detroit components can be found in the attached Warranty upload section.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA – Warranty Information"
		
		• Attachments:
		  • Freightliner 01 - Level Coverage
		  • Freightliner 02 - Level II Coverage
		  • Freightliner 03 - Level III Coverage
		  • Freightliner 04 - Medium Truck Coverage
		  • Freightliner 05 - SD Vocational Coverage
		  • Freightliner 06 - eCascadia Coverage
		  • Freightliner 07 - eM2 Coverage
		  • Western Star 01 - On-Highway Coverage
		  • Western Star 02 - Vocational Coverage
		  • Western Star 03 - Severe Service Coverage
		  • Western Star 04 - Off-Road Coverage
		  • Vocational Trucks - Detroit Powertrain Coverage
		  • On-Highway Trucks - Detroit Powertrain Coverage
		  • "DTNA – Warranty Information Links"
		  • Hyperlinks:
		  1. Warranty - Freightliner Trucks
		  2. Warranty - Western Star Trucks
		  3. Warranty - Detroit

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty coverages vary, based upon a product's specific coverage limitations. DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in the warranty documents included in our submission to Sourcewell. Coverage includes all components and parts unless specifically covered by other warranties or otherwise excluded by those documents. DTNA warranty coverages do not apply to equipment added after chassis manufacturing since those items are outside of our knowledge or control due to the custom nature of the final product in question. Specific details of any coverage pertaining to those items will need to be confirmed with the selling dealer by the Sourcewell member. DTNA warranty on any product used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with product use.

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Due to the complexity of the vehicles sold under this agreement, the majority of the service to be performed on the equipment will be best undertaken in an authorized DTNA service facility to ensure the highest possible service standards. In some cases, specific dealerships may offer on-site repair options to Sourcewell members. These offerings will vary by the size of the market in question and will be constrained in scope by the limitations of a dealer provided mobile solution. As such, Sourcewell Members should consult the DTNA dealership listings provided in this response to identify the specific services offered by their local DTNA dealership and the specific financial provisions of those services offered. Incremental warranties may be purchased by Sourcewell Members to cover this situation at additional expense. Details of extended warranty coverage and pricing should be negotiated with the selling dealer representative at time of purchase. Freightliner and Western Star customers that have purchased Roadside Assistance or Road Call coverage will have access to authorized service locations with a well-equipped service truck and an emergency roadside repair (or a partial repair that would enable driving the unit to the authorized service location). Reasonable travel distance and time may be reimbursed.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	DTNA has over 700 service locations strategically located across the United States & Canada, with over 10,000 certified technicians available to perform warranty repairs. With this extensive presence, we do not believe there is a gap in service coverage. DTNA also has an available Roadside Assistance Program, and Freightliner ExpressPoint to provide convenient access to local repairs. Roadside Assistance Program DTNA Roadside Assistance Program is a concierge service helping customers handle unexpected downtime with 24/7/365 support. If you need after hours and weekend roadside support, the Freightliner Roadside Assistance Program is the solution for you! DTNA has partnered with FleetNet America, a leading roadside service provider, to offer the very best in roadside service and uptime across United States and Canada. If you are looking for a program that provides staff augmentation, customer specific protocol options, electronic event management, and different communication options for your staff, this program is right for you! For Roadside Assistance members, this program provides help in the following areas, but not limited to: • Tire events • DOT related issues • Fuel assistance • Tow services If a repair cannot be handled on the side of the road, a helpful and friendly agent will arrange for a tow to a DTNA dealer or distributor, or to the customers preferred location. Our DTNA dealer and distributor network is well versed in your Freightliner & Western Star truck and can get you back up and running quickly. Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road. The experience includes: • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" • Hyperlinks: 4. Roadside Assistance Program - Freightliner Trucks 5. Roadside Assistance Program - Western Star Trucks 6. ExpressPoint - Freightliner Trucks
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	DTNA New Vehicle Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by DTNA and that are warranted directly by their respective manufacturers. In many instances DTNA dealers and distributors are authorized to perform repairs for components that are warranted directly by their respective component manufacturer.
51	What are your proposed exchange and return programs and policies?	Exchange or return programs at the OEM level are not typically offered in our industry; and as such are not included in this proposal. Should a Sourcewell member identify an issue that does not meet their expectations, they are encouraged to contact their selling DTNA dealership such that an appropriate resolution of the matter can be negotiated. DTNA will work with the dealership to establish if any OEM warranties are available to assist in this process. Warranties from other participating vendors will be administered at the dealership level.
52	Describe any service contract options for the items included in your proposal.	Prepaid Maintenance & Extended Warranty Plans: Service / Maintenance Contracts may be available through DTNA's independently owned dealers / dealer groups. Service / Maintenance Contracts may or may not include DTNA's Extended Warranty offerings and will be priced & quoted to the Member, by the dealer thru the quoting process. A Full Maintenance Lease offering may also be offered by one or more of DTNA's dealership(s), which may include rental options and other fleet services, as a complete solution to the transportation needs of the Member. Extended Chassis Coverage: Throughout every year of truck ownership, operational and repair costs can be expected to increase significantly. Extended service coverage for a truck chassis helps mitigate the risk of unplanned expenditures for related components. Repair and labor costs are controlled when you're covered, a substantial benefit unavailable outside the network. After your Base Warranty ends, you will be able to count on Extended Service Coverage to control your out-of-pocket repair costs making your business expenses more predictable. Extended Detroit Coverage: Multiple time and distances available up to six years or 600K miles for on highway, or seven years or 250K miles for vocational applications. Whether you need engine service tomorrow or major repairs in three years, extended coverage for your truck's engine helps protect your most important investment. Extended coverage from Detroit is also available for Detroit engines, the DT12 transmission, DT12 clutch, and axles. Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" • Hyperlinks: 7. Extended Coverage - Freightliner Trucks 8. Extended Coverage - Western Star 9. Extended Service Coverage - Detroit

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Although an industry standard is typically Net 30 Days from receipt of goods, payment terms will be negotiated between the facing DTNA truck dealership and the Sourcewell member making the purchase. In this fashion, they are uniquely suited to meet each member's specific needs.

54	Describe any leasing or financing options available for use by educational or governmental entities.	DTNA is proud to offer a wide variety of financing options to Sourcewell, through Daimler Truck Financial Services (DTFS) an industry-leading provider of truck financing since 1974. As the captive finance provider for DTNA, DTFS offers a 50-year history of financing commercial vehicles and offers a complete line of finance, lease, and insurance products. DTFS offers many options when financing or leasing a commercial vehicle including retail loans, Muni Leases, TRAC Leases, Mod & Zero TRAC Leases, and FMV Leases. In addition to DTFS' wide range of finance and lease products, DTFS also offers many flexible payment options including Extended Terms, Deferred Payments, Ballon Payments, and up to 90 Days First Payment. DTFS has a well-earned reputation as an industry leader, with creative products and terms that are customized for the commercial vehicle industry.
		
		Should a Member wish to receive a financing quote, they should notify their dealership salesperson during the discussion of the sale terms. This will prompt the dealership to include their finance manager in the negotiations. Once a thorough understanding of the Members' requirements is established, the dealer will contact DTFS to obtain a quotation, which will be included in the sales proposal.
		
		Additionally, many DTNA dealers have dealer-owned finance and leasing entities as part of their overall products & services portfolio. As such, they may be able to offer financing and leasing products to meet the specific needs of Members, through their own lending sources, which may also include Financing / Leasing relationships with their local lending institutions and financial partners.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA – Upload Additional Documents"
		• Attachments:
		  • "DTFS - Lease Finance Overview"
		  • "DTFS - Municipal Program Brochure"

55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	As all purchase negotiations and transaction details will take place between an authorized DTNA dealer and the Sourcewell Member, each independently owned dealer / dealer group will have its own transaction documents. This said, DTNA has specific Terms of Sale which are to be followed through the dealer ordering process and copies of the Freightliner and Western Star Terms are attached.
		
		DTNA developed and is utilizing a proprietary web-based Dealer Reservation System (DRS) for managing chassis volume to dealers and tracking orders against said volume. The DRS is beneficial to Sourcewell customers, as dealers know the volume available to them at time of order as well as the timeframe they can expect the unit built. This allows Members to better coordinate installation of additional equipment on the chassis, as well as work within their annual budgets. The DRS is a function of our Retail Prospect Management (RPM) tool, which is also a web based proprietary solution. As this System is completely web-based in nature, DTNA does NOT utilize a specific "order form".
		
		In addition, to ensure sales are represented accurately from the dealer, any order placed against an approved concession is audited to validate the unit was both retail sold, and warranty registered to the correct customer.
		
		No orders will be accepted by DTNA on a direct sale basis. Please see the attached sample Price Concession Confirmation letter for details provided for standard approved transactions.
		
		Please refer to the following documents for additional information:
		• Folder: "DTNA - Standard Transaction Document Samples"
		• Attachments:
		  • Freightliner Terms of Sale
		  • Western Star Terms of Sale
		  • Order Intake Process – Example
		  • Order Tracking / Audit Document – Example
		  • Sample Form – Sourcewell Concession

56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards are not typically used in this type of commercial transaction. Payment terms will be negotiated between the selling DTNA dealership and the Sourcewell member as part of the negotiation of each individual purchase agreement. Should both parties to that transaction agree to the use of a P-Card that payment process may be accommodated.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	DTNA (Freightliner and Western Star Trucks) pricing is generated by our proprietary spec'ing and pricing software, SpecPro. Based on individual Member needs, a custom specification is created and subsequent MSRP (List Price) generated. Member pricing is then calculated as a function of MSRP (List Price), specific standard and optional content of each vehicle, then discounted accordingly, per the Sourcewell Discount matrix attached. Any / all surcharges, extended warranty(s) and freight charge, as noted in the pricing attachment, will be added after the Member discount(s) and are non-discountable. DTNA will offer discounts from our MSRP (List price) baseline via a sales program marketed to all dealerships in the US & Canada. This discount will be differentiated at the model level to best address the market segments being quoted. Percentage based price concessions will be used to consistently apply the level of discount to the vehicle being quoted. Discounts & applicable currency conversions (i.e. USD to CDN for Canadian Chassis) will be applied at time of chassis invoice via the use of a sales program code included on each individual order by the selling dealer. Specific discounting factors can be found in the matrix attached in the Pricing Document Upload Folder. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: 1. DTNA - Base Model MSRP Pricing - CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Base level discount structure will be a percentage reduction off MSRP (List Price), plus an additional 22.00% to 41.5%. A discount matrix, broken out by base model selected, has been provided as an attached document in this submission. MSRP (List) Price includes the Base Model, factory installed option content and customer specific modifications. Surcharges, extended warranty(s) and freight charge are non-discountable, as noted in Question 57 and the supplemental pricing attachment. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: 1. DTNA - Base Model MSRP Pricing – CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
59	Describe any quantity or volume discounts or rebate programs that you offer.	DTNA recognizes the benefit of the Sourcewell program to its Members and the opportunity it presents DTNA in providing our products and services to meet Member needs. As such, Sourcewell pricing is set up to provide a benefit to its Members whether they are purchasing a significant quantity of vehicles or a smaller quantity of one or two vehicles. Upon assessing the dynamics of this market, DTNA may choose to periodically incentivize certain models or order periods to offer buying opportunities that benefit Sourcewell members for a defined period. Our proposed pricing model easily facilitates this concept through the application of program codes that can be marketed to the DTNA dealer base and Sourcewell membership pool. Practical application of the specified discount (either flat $ or % based) is accomplished by the selling dealer applying a discount code at time of order. Offerings of this type shall be at the sole discretion of the OEM, but will be promoted jointly by both DTNA & Sourcewell to ensure the broadest possible distribution of the incentive.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Recognizing that individual Sourcewell members will have their own unique requests and requirements, those items are best negotiated between the DTNA dealers and Sourcewell member. The DTNA dealers will provide quotation for nonstandard options requests. Nonstandard options, goods and services to include, – but not limited to – truck bodies, trailers, truck equipment, tools, support devices, parts & maintenance kits, training & manuals, software, incremental transport beyond OEM delivery, and warranties will be priced by the DTNA dealers. Pricing structure will be at dealers' cost plus no more than an anticipated 5% mark up.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Common charges may include, but are not limited to, pre-delivery inspection, incremental freight charges associated with required upfitting, equipment inspection, training or manuals. As Identified in response to question 60 above, any such costs will be identified in the sales quotation provided by the selling DTNA dealer. Additionally, applicable Federal, State, Local taxes, fees, title, tag permits, or other miscellaneous requirements are NOT included in prices quoted. These line items will be calculated by the selling dealer for the specific items being sold at time of invoice. It is the responsibility of the Member to provide the selling dealer a valid tax-exemption certification when appropriate.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location within Canada or the contiguous United States. Additional shipping charges at dealer cost plus no more than an anticipated 5% will be applied to delivery destinations in Alaska, Hawaii, Guam, Puerto Rico and other US Territories. Dependent upon the specifications of the custom vehicle purchased by a Sourcewell Member, incremental transportation services may be required as part of the upfitting process such that a completed vehicle can be delivered. Should the upfit of additional equipment on the truck chassis be part of the agreement between the dealer and Sourcewell Member, the dealer will define any incremental transportation required and its cost to buyer as part of quotation.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location. That location could be a designated port of embarkation on the US or Canadian mainland. Additional ocean, rail, flatbed, or other transport services that may be required by Sourcewell Members would be priced at the DTNA dealers cost plus no more than an anticipated 5%.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	• Delivery locations can be changed at any time up until unit has been built into a load at origin build plant allowing for optimal flexibility in customer delivery planning. • Current delivery timelines from plant release to specified delivery location range from 3 – 10 days depending on build location and mileage to specified delivery point. Drivers are allowed to drive a maximum of 500 miles per day. • DTNA has the ability to direct contracted transporters to expedite/prioritize units for delivery based on customer needs. • Loads are moved in an optimal three or four way combination in order to maximize customer deliveries or focus on a critical subset of units. • Storage yards have been established in the event that units are built but need to be held in order to spread out delivery timelines as needed based on customer/location requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please descnbe).	The pricing is exclusive to Sourcewell members, as outlined in in question # 58. DTNA reserves the right to offer periodic incentives beyond the published discount structure.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon receiving a PO from a Sourcewell Member, the selling DTNA dealer will place orders for the truck chassis, as well as any associated equipment required. It is the responsibility of the Sourcewell Member to alert the selling dealer that they are utilizing their Sourcewell Membership number. Failure to do so may result in incorrect pricing structure to the Member and payment of the administrative fee to Sourcewell cannot then be guaranteed. As part of the ordering process the dealer will identify the municipal entity & their Sourcewell membership in the customer name field for the order (IE: City of Sunnydale / Sourcewell) which is required for the order to be accepted by DTNA. Additionally, the appropriate program code for Sourcewell discounts must be included so that the authorized discount structure can be applied to the invoice. These program codes are a searchable field and remain associated with the serial number generated at time of order. Based upon these two data points, DTNA will generate a list of trucks reported sold to Sourcewell Members. This data set will be verified by DTNA via internal audit; and the appropriate remittance sent to Sourcewell on a quarterly basis. Please refer to the following documents for additional information: • Folder: "DTNA - Standard Transaction Document Samples" • Attachments: 1. Freightliner Terms of Sale 2. Western Star Terms of Sale 3. DTNA Sample Form - Sourcewell Concession 4. DTNA - Order Intake Process 5. DTNA - Order Tracking - Audit Document
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As part of our bid, DTNA has already identified a Program Manager for the Sourcewell account. This individual will be responsible for periodic reports to DTNA upper management detailing sales metrics to include measurement against baseline municipal sales in the US and Canada. Additionally, research will be conducted to ascertain the levels of participation by DTNA dealers and develop sales programs and training as DTNA views to be appropriate to the success of the program.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	DTNA will disburse $800 per truck invoiced to Sourcewell Members with the designated sales program code. All credits will be dependent upon this sales code being attached to the order placed with DTNA. Credit disputes will be limited to vehicles reported sold in the previous quarter.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	DTNA is offering Sourcewell Members, vehicles from Freightliner and Western Star product lines that cover Class 6, 7, & 8 ICE AND BEV, through our extensive dealer network. The models include: FREIGHTLINER: M2-106 Plus - Conventional Cab - CAB CONFIGURATIONS - Day Cab 106" BBC - Extended Cab 132" BBC - Crew Cab 154" BBC - GVW 18,000 – 66,000 lbs - ENGINE RANGE - Diesel Engine Offerings: Detroit: DD5 & DD8, Cummins: B6.7 & L9 - 200-360 HP - 520-1150 lb/ft - TRANSMISSION RANGE – Automatic or Manual - Allison 1000 / 2000 / 3000 series - Eaton Manual - TOP APPLICATIONS - Dump, Plow, P&D, Utility, Sweeper, Refuse, Tank BEV - eM2-106 ELECTRIC - Conventional Cab - Day Cab 106" BBC - GVW 26,000 – 33,000 lbs - ENGINE – BATTERY ELECTRIC - 225 hp (165 kW) – 250 or 300 hp (224 kW) - TOP APPLICATIONS - P&D, Utility, Sweeper, Refuse

M2-112 Plus
- Conventional Cab
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 30,000 – 80,000 lbs (as a truck)
- ENGINE RANGE
- 260-525HP
- 730-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12
- Eaton Manual
- Allison 3000 / 4000 series
- TOP APPLICATIONS
- End Dump, Plow, Roll-Off/Refuse, Natural Gas Applications

108SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 26,000 – 69,000lbs (as a truck)
- ENGINE RANGE 200-380 HP
- 520-1250 lb/ft
- Transmission Range – Automatic or Manual
- Allison 3000 / 4000 series
- Eaton Manual
- TOP APPLICATIONS
- Rail, Car Hauler, Muni Dump/Plow, Tank, Volumetric Mixer

114SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 114" BBC
- Extended Cab 140" BBC
- Crew Cab 162" BBC
- GVW 26,000 – 92,000 lbs
- ENGINE RANGE 260-525 HP
- 720-1850 lb/ft
- TRANSMISSION RANGE - Automatic, AMT or Manual
- Detroit DT12
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Mixer, Dump, Plow, Refuse, Crane, Tank

EconicSD
- LCOE (Low Cab-Over Engine)
- CAB CONFIGURATIONS
- Hi and Lo Roof (Based on Front or Rear refuse application) 81" BBC
- GVW 64,000 – 66,000 lbs
- ENGINE RANGE 350 HP
- 1050 lb/ft
- TRANSMISSION RANGE Automatic
- Allison 3000 series
- APPLICATION
- Refuse

Cascadia
- CAB CONFIGURATIONS
- Day Cab 116" and 126" BBC
- Sleeper – 48", 60" and, 72" Options
- GCVW – up to 140,000+
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15
- 350-605 HP
- 1450-2050 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V & DT12-VX AMT
- Allison 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Line-Haul, LTL, P&D, Bulk – Dry, Liquid

BEV - eCascadia ELECTRIC
- Conventional Cab
- Day Cab 116" BBC
- GCVW 65,000 – 82,000 lbs (tractor)
- ENGINE – BATTERY ELECTRIC
- 320 hp (296 kW) – 425 hp (350 kW)
- TOP APPLICATIONS
- Tractor Applications

Western Star:
47X
- CAB CONFIGURATIONS
- Day Cab 111" BBC
- Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof
- GVW – 33,000 – 94,500 lbs (GCVW to 140,000+ as a tractor)
- ENGINE RANGE – Diesel Engine Offerings: Detroit DD13, Cummins: L9 & X12
- 260-525 HP
- 860-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V AMT
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Construction – Mixer, Dump Crane, Water Tanker
- Government – Snow Plow, Dump, Vacuum Truck
- Tractor – Flat Bed, Agriculture, Belly Dump
- Oil & Gas – Crane, Tanker, Vacuum Truck, Stake, Chemical Spreader
- Bulk – Dry, Liquid

		49X - CAB CONFIGURATIONS - Day Cab 121" BBC - Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof, 60" Mid Roof, 72" - GVW – 33,000 – 94,500 lbs (GCVW to 200,000+ as a tractor) - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Construction –Dump Crane, Water Tanker - Logging – Pole Truck, Self-Loader, Chip Trailer, Off Highway - Heavy Haul – Equipment Hauler, Oversize, Specialty - Oil & Gas – Crane, Vacuum Truck - Bulk – Dry, Liquid 57X - CAB CONFIGURATIONS - Day Cab 116" and 126" BBC - Sleeper – 48", 60" and, 72" Options - GCVW – up to 140,000+ - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Line-Haul, Bulk – Dry / Liquid
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	DTNA is the leading provider of municipal truck chassis in North America. As such, we have extensive relationships with many of the body builders (TEM's) currently on contract with Sourcewell; and are confident that our dealer group has the required experience to spec the right truck for each Members' needs. A more complete listing of the segments / categories which DTNA products can service, is listed with our individual models, in Question 70, above. The following industry subcategories reflect the general range of solutions we can provide: • cranes • bucket trucks / utility • vacuum trucks • street sweepers • dump trucks • snowplows • refuse • box trucks • tractors • PARTS – replacement / service parts • FINANCIAL SERVICES – Financing and Leasing In the unlikely event that a particular requirement is not immediately identified, our Custom Application Engineering (CAE) team is available to help find solutions for Members. As a sub-category, to support the sale of Class 6-8 chassis - DTNA is also committed to supplying replacement / service PARTS, through our extensive distribution network, to serve each individual model and maximize uptime. Daimler Truck Financial Services is also available to serve Members' lease / finance needs, through our extensive distribution network. Many of the authorized DTNA dealers also offer lease / finance solutions, through dealer owned captive finance subsidiaries.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	DTNA produces Western Star and Freightliner trucks in our five North America truck manufacturing plants. We are proud to foster a culture dedicated to continuous improvement in all our manufacturing processes. Long before our trucks are assembled on the production line, our engineering team designs and builds digital mock-ups of every truck model with individual vehicle identification numbers used throughout manufacturing process. State-of-the-art automation, like robots that paint and weld, helps us meet exacting standards on every production line. Sophisticated test equipment ensures that each vehicle's electrical system and chassis alignment is consistent with specifications. Every powertrain is verified and passes a dyno test prior to factory completion. The Detroit Assurance® Suite of Safety Systems is our industry-leading safety equipment that including active brake assist, side guard assist, adaptive cruise control, lane departure warning and more to keep operators, workers at the job site, pedestrians, and fellow motorists safe. Additional Driver Safety Enhancements include: • Improved insulation that muffles exterior noise and provides greater thermal efficiency. • Driver-centric dash with an easy-to-read driver information center. • Comfortable steering wheel with integrated controls. • An easy-to-use transmission control stalk that allows automated manual and automatic shifting and engine braking functions from the column for safer operation. • Ergonomic seats with precise adjustability for improved driver comfort and reduced fatigue. • Backup Alert System with 7" interactive touch screen display, factory installed backup camera and reverse proximity sensor. • The CHEC Tool customized parameters assist in safe operation with interlocks alerting the drivers to the status of operation. Our truck cabs are constructed with corrosion-resistant aluminum that is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests. The vocational chassis includes a robust backbone with a complete offering of single- and double-channel frame rails with set-forward or set-back front axles to maximize payloads, and frames can be custom punched and predrilled to TEM specs for improved up-fit. This includes a best-in-class single channel rail strength with RBM rating of 3.7 million inch-lbs. for greater strength, durability, and weight savings and a new, stronger 9.5mm rail that delivers the same RBM rating as an 11mm while saving nearly 100 pounds. Frame rails fasteners include Huck bolts and phosphate-coated Class 10.9 fine-thread fasteners offer a high clamp load and don't require maintenance.

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Express WriteUp With the help of a mobile app, Express WriteUp provides a better way to create repair orders and estimates because they are performed at the vehicle to speed decision making. Express WriteUp also provides a better customer experience to help improve efficiency and convenience. Service Tracker Service Tracker is a web-based application for any customer and is used for streamlining communications with our service network and real-time tracking of their vehicles as they progress through the service experience – from estimate ready to vehicle ready. Service Tracker reduces wait time for approving estimates and provides customized repair status notifications. Uptime Pro Uptime Pro is a state-of-the-art management software that helps service at a dealer location run at peak efficiency with transparency and coordination that keeps everyone in the loop and provides visibility into progress, status and needs. Uptime Performance Uptime Performance enables dealers to understand the customer's view of their efficiency. Each of our Elite Support certified dealerships employs Continuous Improvement Coordinators (CIC) whose main job is to measure their performance and keep improving the customer experience. Virtual Technician Detroit Connect Virtual Technician® notifies fleets and owner-operators within minutes if their vehicles experience an engine or aftertreatment fault event. With information on the severity of the fault and recommendations for when, where, and how to best fix the issue, you can reduce time spent on unnecessary maintenance and make better service decisions for your fleet. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: "DTNA – Serviceability & Remote Diagnostics" 1. Freightliner - Uptime Management Suite 2. Western Star - Uptime Management Suite 3. Detroit Connect - On-Highway 4. Detroit Connect - Vocational

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.
75	Class 5 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 6 ICE & BEV markets. Offerings include Freightliner M2-106 & Freightliner eM2.
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 7 ICE & BEV markets. Offerings include Freightliner M2-106, Freightliner M2-112 & Freightliner eM2.
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 8 ICE & BEV markets. Offerings include Freightliner M2-112, Freightliner 108SD, Freightliner 114SD, Freightliner Econic SD, Freightliner Cascadia, Freightliner eCascadia, Western Star 47X, Western Star 49X & Western Star 57X.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that server these markets. As the OEM, DTNA will not be the provider of related equipment, accessory parts, upfitting, services, used chassis or class 3 chassis. However, many of our respective authorized dealers will provide these additional offerings at pricing to be determined by the facing dealer.

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ◉ No	DTNA does NOT offer product that serves the Class 4 BEV Market
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ◉ No	DTNA does NOT offer product that serves the Class 5 BEV Market
82	Battery Electric Vehicle (BEV) Class 6 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 6 BEV markets. Offerings include the Freightliner eM2
83	Battery Electric Vehicle (BEV) Class 7 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 7 BEV markets. Offerings include the Freightliner eM2
84	Battery Electric Vehicle (BEV) Class 8 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 8 BEV markets. Offerings include the Freightliner eCascadia
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	DTNA does NOT offer product that serves this market.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should N2T have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - DTNA - Pricing.7z - Wednesday March 27, 2024 17:22:02
- Financial Strength and Stability - DTNA - Financial Strength and Stability.7z - Friday March 22, 2024 21:11:59
- Marketing Plan/Samples - DTNA - Marketing Plan.7z - Friday March 22, 2024 21:12:37
- WMBE/MBE/SBE or Related Certificates - DTNA - WMBE-MBE-SBE or Related Certificates.7z - Friday March 22, 2024 21:13:03
- Warranty Information - DTNA - Warranty Information.7z - Friday March 22, 2024 21:13:14
- Standard Transaction Document Samples - DTNA - Standard Transaction Document Samples.7z - Friday March 22, 2024 21:13:26
- Requested Exceptions - DTNA - Requested Exceptions.7z - Thursday March 28, 2024 09:41:37
- Upload Additional Document - DTNA - Upload Additional Document.7z - Friday March 22, 2024 21:33:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Eugene Berg, Director - Vocational Sales, Daimler Truck North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ Yes ◉ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

EXHIBIT B

FRESNO TRUCK CENTER

2727 E CENTRAL FRESNO CA 93725
MAIL TO: PO BOX 12346
FRESNO, CA 93725
Office: (559) 486-4310 Parts: (559) 442-0811 Service: (559) 486-3653

DATE	INVOICE NUMBER
09/14/2026	M001008231
SLSM	**CUSTOMER NO.**
F218	14605
	CODES
	F509

BILL TO: CITY OF MADERA
205 W FOURTH STREET
MADERA, CA 93637
P: (559) 661-5447

YR - MAKE - MODEL	STOCK NUMBER	SERIAL NUMBER
2024 - RIZON - e18M	**410383**	**JL6CCE12XRK010335**

CASH SALE NO LEGAL OWNER

LIENHOLDER: NONE

LICENSE ESTIMATE: EXEMPT

SALES TAX: 8.250% C/O MADERA

Vehicle - Price	159,453.00
PB Loader 12ft Body	17,708.00
Ca tire fee	10.50
Doc Fee	85.00
License Fee	27.00
HVIP Voucher	-60,000.00
Sales Tax	14,615.78
Total Price:	$131,899.28

FRESNO TRUCK CENTER

2727 E CENTRAL FRESNO CA 93725
MAIL TO: PO BOX 12346
FRESNO, CA 93725
Office: (559) 486-4310 Parts: (559) 442-0811 Service: (559) 486-3653

DATE	INVOICE NUMBER
09/14/2026	M001008231
SLSM	CUSTOMER NO.
F218	14605
	CODES
	F509

BILL TO: CITY OF MADERA
205 W FOURTH STREET
MADERA, CA 93637
P: (559) 661-5447

INVOICE SUMMARY

YR - MAKE - MODEL	STOCK NUMBER	SERIAL NUMBER	SALE PRICE
2024 - RIZON - e18M	**410383**	**JL6CCE12XRK010335**	**$131,899.28**
			$131,899.28

" An on-road heavy-duty diesel or alternative-diesel vehicle operated in California maybe subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board Website at http://www.arb.ca.gov/dieseltruck."
Particulate Matter
Turnover requirements

SALES PRICE		177,283.50
SALES TAX	+	14,615.78
INVOICE TOTAL	=	191,899.28
LESS TRADE EQUITY	-	0.00
LESS CASH DOWN	-	60,000.00
NET AMOUNT DUE	=	**$131,899.28**

x _____ Date: _____
CUSTOMER APPROVAL & ACKNOWLEDGMENT

Thank you for your business!

Exhibit B: Participating Agreement with PB Loader

PARTICIPATING AGREEMENT

to Sourcewell Contract No. 050625-PBL

This Participating Agreement ("PA") is entered into by and between the City of Madera ("City") and PB Loader ("Vendor") for the purpose of establishing terms applicable to the City's use of the following cooperative agreement:

Original Agreement: Sourcewell Contract No. 050625-PBL (Exhibit A)

Original Contract Term: 07/01/2025 – 07/07/2029

The City intends to piggyback the above-referenced cooperative agreement in accordance with Title II, Chapter 4 of the Madera Municipal Code.

Except as specifically modified herein, all terms, conditions, pricing, and specifications of the original cooperative agreement shall remain in full force and effect.

1. INCORPORATION OF COOPERATIVE AGREEMENT

The cooperative agreement identified above is incorporated herein by reference as though fully set forth, a copy of which is maintained by the City's Purchasing Agent.

In the event of a conflict between this PA and the original cooperative agreement, the terms of this PA shall control for purchases made by the City.

2. DESRIPTION OF GOODS AND/OR SERVICES

Modifications to Rizon truck and add landscape dump body, as identified in Exhibit B.

3. CITY OF MADERA PROCUREMENT TERMS

The following supplemental or modified terms shall apply to the City's purchases under this PA:

3.1. Indemnification

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

defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

3.2. Insurance Requirements

The insurance requirements applicable to this PA shall be based on the category of goods and/or services being procured. The applicable category shall be identified below.

☑ Goods Only – No Insurance Required

☐ Goods and Services – Exhibit A

☐ General Services – Exhibit B

☐ Consultant Services – Exhibit C

☐ Contractor Services – Exhibit D

☐ Software – Exhibit E

☐ Software as a Service (SaaS) – Exhibit F

The checked exhibit(s), if applicable, is incorporated herein by reference and establishes the minimum insurance requirements applicable to Vendor under this PA.

3.3. Invoicing and Payment

Invoices shall reference the applicable City purchase order number and be submitted to:

Randy Collin – Fleet Manager / rcollin@madera.gov

Payment terms shall be net 30 unless otherwise approved in writing by the City.

3.4. Purchase Orders

No work shall commence, and no goods shall be provided until the Vendor receives a valid City purchase order, if required by the City.

3.5. Prevailing Wage

If the work performed under this PA constitutes public works subject to California prevailing wage laws, Vendor shall comply with all applicable requirements of the California Labor Code.

4. Term

This PA shall become effective upon execution by both parties and shall remain in effect through the term of the original cooperative agreement, including any valid renewals or

extensions, unless terminated earlier in accordance with the terms herein or the original cooperative agreement.

5. Authority

The individuals signing below represent and warrant that they are authorized to execute this PA on behalf of their respective parties.

CITY OF MADERA
a municipal corporation

By: _____
Cecelia K Gallegos, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

VENDOR

By: _____

Date: 11/3/26

Date: _____

Date: _____

Attachments:

Exhibit A – Sourcewell Contract 050625-PBL

Exhibit B – PB Loader Quotation NO. 12486R1

Docusign Envelope ID: 72E1454E-2578-441F-8931-F55B12C90A12

EXHIBIT A

050625-PBL

MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: PB Loader Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:

   a. Asphalt recyclers and reclaimers, hot boxes;
   b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
   c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
   d. Pavement marking application and removal equipment.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	PB Loader Corporation
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Jason Thompson DE94D6F54AC44A1...
By: _____	By: _____
Jeremy Schwartz	Jason Thompson
Title: Chief Procurement Officer	Title: President
Date: 7/1/2025 | 1:49 PM CDT	Date: 7/1/2025 | 10:56 AM CDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name:	PB Loader Corporation
Address:	5778 W Barstow Ave. Fresno, CA 93722
Contact:	Jason Thompson
Email:	jthompson@pbloader.com
Phone:	559-273-0006
HST#:	77-0307955

Submission Details

Created On:	Monday April 14, 2025 11:48:18
Submitted On:	Friday May 02, 2025 16:21:17
Submitted By:	Jason Thompson
Email:	jthompson@pbloader.com
Transaction #:	cc29e9dd-4973-4bf3-acb5-2bb26bb68bf6
Submitter's IP Address:	147.243.145.116

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PB Loader Corporation
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	n/a
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 35GS0
5	Provide your NAICS code applicable to Solutions proposed.	333120
6	Proposer Physical Address:	5778 W Barstow Ave, Fresno, CA 93722
7	Proposer website address (or addresses):	www.pbloader.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, Cell 559-273-0006, Tel 559-277-7370
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, Cell 559-273-0006, Tel 559-277-7370
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Hinrichs, Business Manager, 5778 W Barstow Ave, Fresno, CA 93722, mhinrichs@pbloader.com, Cell 559-312-5013, Tel 559-277-7370 Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024.

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	PB Loader Corporation began operation in 1954 with the invention of the PB front loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance. As a family founded and run company, relationships in business are at the center of what PB Loader stands for. We believe in Quality-Focused product which our customers can rely on year-in and year-out. We do not believe in a one-size-fits-all approach. We Innovate and engineer products to meet the exact needs of our customers. When a customer chooses PB they can count on a quality product assembled by experienced professionals. With a Customer Service Mindset, we stand behind our products with a successful network of dealers and a production, engineering, and sales staff who are available for support. PB Loader believes in conducting business with Integrity and Accountability, providing a proven product. Effective Communication both internal and external is paramount to achieving the best customer experience. We are committed to continuous improvement, fostering Growth for our employees, customers, and the communities we serve. Safety is our top priority and the driving force behind every truck we build—engineered from the ground up to protect what matters most. Upon invitation to partner with Sourcewell thirteen years ago, we learned their go-to-market strategy fell in line with our core values. Moving forward, we have adopted Sourcewell as our company's predominant method of procurement. We firmly believe the present and future of government procurement is cooperative purchasing with Sourcewell and PB leading the field.
12	What are your company's expectations in the event of an award?	We have risen to the top of the road maintenance Sourcewell category with contract #080521 over the last three terms. Upon receiving an award, we will continue this success. We will continue growth by training our sales force and dealer network on Sourcewell and Canoe procurement. Our commitment remains to keep Sourcewell at the forefront of our go-to-market strategy. As this contract matures, we will expand into additional Sourcewell product offerings, to enhance the customer's experience. We have, and will always, add customer-specific models to serve their requirements, facilitating effortless repeat equipment purchases. As an example, PB Loader has added listings of custom products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company. PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in almost doubling the size of our company. We have been resilient through the COVID pandemic, financial crash of '08, and will adapt to any future hardships with success. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.
14	What is your US market share for the Solutions that you are proposing?	Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product. Patcher – Depending on the state, we have 45%-90% of the market share. We typically have a high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America. Since our last contract we have had an even better representation. We are committed to using local dealers who can serve our customers. We expect our market share to continue to growth because of our Sourcewell partnership.
15	What is your Canadian market share for the Solutions that you are proposing?	We represent one of the top suppliers in the Canadian market with our asphalt patchers and it continues to be an area of growth. We expect the continued roll-out of Canoe to be pillar on which we utilize for growth.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We have never petitioned for bankruptcy protection

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PB Loader is a manufacturer who utilizes Sourcewell to sell our products in partnership with a network of dealers and our team of sales experts. We have 30 dealers with 49 branches covering the US states and Canada (see list). We are continually improving our dealer network and expanding into additional markets. We evaluate our dealers to ensure they continue to meet PB Loader and Sourcewell standards. We have a team of dedicated sales and support experts to train our dealers in the utilization of Sourcewell. PB Loader believes in providing first-class customer service that is tailored to the needs of Sourcewell customers and our dealers. Our team includes the President of PB Loader, National Sales Directors, Territory Sales Representatives, Inside Sales and Customer Care Specialists, Engineers, Trade Show Support Specialists and Sales Assistants.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PB Loader has various local and state resale/business licenses, Louisiana Motor Vehicles license, and California licensed used vehicle dealership. We are a final stage vehicle installer
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	PB Loader has never had any suspension or debarments applied
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We been a National Truck Equipment Association (NTEA) – MVP Member, and have received awards and recognitions from our vendors Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.
21	What percentage of your sales are to the governmental sector in the past three years?	The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector. Within those government sales the vast majority of their spend utilizes our Sourcewell contract. Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.
22	What percentage of your sales are to the education sector in the past three years?	Our product offering is geared toward public works agencies for maintenance, however, there is occasional overlap with school district ground maintenance equipment needs.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	None, we focus only on our Sourcewell contract
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA or SOSA contract. We do provide our road maintenance products to military bases. We are looking forward to participating in the Inter-governmental Support Agreement (IGSA) to better support their needs.

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles	Ray Perez	323-526-9221
City of Colorado Springs	Michael Shill Jr.	719-385-6711
Los Angeles County	, Frank Solano	626-458-7307
Shannon Platt	Inyo County	760-937-5136
Brad Hunter	Fort Worth	214-399-5809

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Our sales force is organized to support our dealer network while working directly with the member agencies. We take it upon ourselves to ensure Sourcewell members receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure dealers and customers utilize Sourcewell as their primary procurement method. Each team member listed below is committed to growing our company revenue through Sourcewell. Our team consists of twenty-three (23) sales and support professionals: Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives. Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support. One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allow our sales team more time to respond to customers. Two (2) Parts/Service Salesperson who are dedicated to meeting the aftermarket needs of our customers to ensure a quick response to customers' needs. One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure a quick response to any situation that arises. One (1) Trade Show Support provides extra sales assistance at booths and other event functions. We have an Engineering team of Ten (10) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	PB Loader sells via a network of dealers across North America. It is our belief that partnering with local dealers provides the best customer experience for Sourcewell members. Please see the attached dealer list. We currently have 30 dealers totaling 49 branch locations in the US and Canada, totaling almost 200 dealer salespeople. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada. Our sales team regularly visit our dealers to ensure they are trained in our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement opportunities.

28	Service force.	The above-mentioned dealer network employs factory-trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities. The PB Loader sales team provides service support by being the first point of contact for customers' questions on the operation product usage, and troubleshooting. At initial delivery, we provide an operator training course. For added value, PB Loader offers free training for the life of the unit. We want to ensure that our customers can utilize the product safely and effectively. Replacement manuals and instruction/safety decals are also provided at no charge for the life of the unit. PB Loader utilizes its service and engineering teams that can be sent around the country to support our dealers and member agencies. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference. We partner with local third-party repair shops that are closer and provide a quicker turnaround than some dealer locations. We support customers who provide their own service. We offer a reimbursement program for those who are required to do their own warranty work.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directed at PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes operator training. Once payment is received, it is recorded and placed in our Sourcewell quarterly report.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our member agencies. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers. We also have a free lifetime replacement program for our manuals and all instruction/safety decals. PB Loader's engineering and customer care teams provide phone/video technical support to both dealers and end users. When we are contacted with a service/warranty issue, a ticket is created within our ERP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involved in rectifying the problem, solutions develop quicker, and response times are improved.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We have made and will continue to make the Sourcewell contract the preferred choice of procurement for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are looking forward to expanding Sourcewell procurement utilizing the Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. Canada has been a major customer base for us and will continue to be.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We fully serve all geographic areas within North America.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We fully serve all Sourcewell participating entities within North America
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories. We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we will fully serve nonprofit entitles

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is integrated and promoted heavily into our sales process. A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method of purchasing PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it to be known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and sales personal apparel. We have committed to displaying the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles. The most important part of our strategy is having direct conversations with members and potential member agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and with almost 200 dealer salespeople these conversations occur daily.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PB Loader utilizes a third-party agency to drive customers to our website, and we have seen great success with the number of customer inquiries. We also work with our dealer marketing departments to help them create content and post with their social media platforms. Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, new features and our Sourcewell contract. In 2025 we will move away from a third-party agency and hire a full-time marketing manager, we believe we create greater success this way and focus our message.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell. We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use cooperative purchasing. The sales integration process of Sourcewell being the primary method for our customers purchasing PB products, began thirteen years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolving and improving that strategy as new ideas come to the forefront.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and the dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not robust enough of a process to fulfill our customers' needs.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer free operator training and maintenance training onsite when the member agency puts the unit into service. We provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. We provide free manuals, and instructional/safety decals for the life of the unit. We have a dedicated person at the factory so that customers can call for any kind of troubleshooting or operational advice. The sales staff can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide pothole patcher training school which we encourage Sourcewell members to attend.
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	Our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers. Our warranty does not have any usage restrictions or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately. Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. We will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service for the end user. Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.
43	Describe any technological advances that your proposed Solutions offer.	We like to be in the forefront of technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers. We have become very experienced with the installation of truck bodies on EV chassis, we have designed our products to integrate into EV chassis.
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel. We have worked closely with several electric chassis manufacturers so that we are at the forefront of the technology and offer fully electric equipment. As a company we feel our carbon footprint is important with our products and how we operate. The entire facility utilizes highly efficient LED lighting. We also have several recycling programs for steel, cardboard, and e-waste. We have replaced half our fleet of forklifts with EV full electric, and will replace the remaining fleet in the next few years
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not know of any third parties that label road maintenance equipment specifically. As stated in question 44, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	PB Loader's products significantly reduce carbon emissions compared to traditional asphalt repair systems by integrating multiple low carbon innovative solutions. Among them are fully electric chassis, CNG-powered chassis, and ACT ultra-low emission chassis greatly reducing fossil fuel combustion and tailpipe emissions. We offer fully electric asphalt tools and accessories with our pothole patchers. Our units are heated by radiant air chambers which are very energy efficient. Many traditional units use heating oil which requires regular oil changes, creating a larger carbon footprint. Our patcher utilizes LPG or CNG as our main burner fuel choice, whereas many other units use diesel as their only fuel choice. There are electric heated units powered by hydraulic generators which require the chassis engine to burn more diesel to create electricity. We offer hook-lift and slip-in units that utilize existing chassis in the customers' fleet, thus reducing the overall carbon footprint.
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	PB Loader uses the lowest VOC automotive paint on the market. In addition, we offer environmentally friendly solvents and emulsion oil which break down naturally without leaving toxic residues protecting ground water.

48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	Our products are engineered with superior ergonomic features that deliver safety, and efficiency for operators. From large valve handles and dials designed for gloved use to intuitive cab controls and multiple control locations, every detail is made for ease of operation. The ladder and step system ensures safe, easy access. Other features include a fully hydraulic-operated lift for the compactor, top doors and rear doors. Our operator friendly emulsion application wand, optimal height for shoveling box, and hydraulic discharge system make handling materials easier and safer. With smart tool storage at comfortable heights and accessible maintenance points, our equipment is built to reduce fatigue.
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	Safety is a top priority in our equipment design and functionality. PB Loader boasts many safety features including traffic advisory warning lights and traffic flags/cone storage. Our burner system is safely positioned at the front of the unit well away from the operator and features a covered design for added protection, along with a labeled burner shut-off switch for rapid response. Every unit is also equipped with a fire extinguisher. We train strict PPE protocols: all personnel are instructed to wear gloves, steel-toe work boots, safety glasses, high-visibility vests, and ear protection. This combination of equipment-integrated safety features and PPE ensures both fire prevention and operator protection are consistently upheld.
50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product's lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction. What makes our products unique is that we do not believe that one size fits all solutions; agencies have very different needs because of their geographic location, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. More importantly, we offer hundreds of options and will custom build additional features base on the customer's needs. We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customers and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact. We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers with the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the member agency is completely satisfied.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners:
52		Minority Business Enterprise (MBE)	( ) Yes (•) No	n/a
53		Women Business Enterprise (WBE)	( ) Yes (•) No	n/a
54		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	n/a
55		Veteran-Owned Business Enterprise (VBE)	( ) Yes (•) No	n/a
56		Service-Disabled Veteran-Owned Business (SDVOB)	(•) Yes ( ) No	Westcoast Materials
57		Small Business Enterprise (SBE)	(•) Yes ( ) No	Cicero Brothers Main Street Materials
58		Small Disadvantaged Business (SDB)	( ) Yes (•) No	n/a
59		Women-Owned Small Business (WOSB)	( ) Yes (•) No	n/a

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
60	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.
61	Describe any leasing or financing options available for use by educational or governmental entities.	For any customers seeking finance or leasing options, we partner with NCL Government Capital
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card payments with no additional processing fee.

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog including chassis.
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 10% discount off MSRP on the entirety of our catalog including chassis.
66	Describe any quantity or volume discounts or rebate programs that you offer.	In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis.
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There is a small PDI fee that dealers will charge to prep the unit prior to delivery. There may also be DMV and other government fees that may be accessed when applicable.
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate.
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes. For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units are built as turnkey work ready products, so they can be delivered directly to the member agency and are ready for operation. We meet special delivery requests, to better serve the customer. Trail samples of green products are also available with delivery upon request.
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or member agency is cross-checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders are placed in the quarterly report and a dealer cannot sell any Sourcewell product without our knowledge.
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Since we have been an awarded vendor for three contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The price is as good or better to Soucrewell members, than non-members

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	PB Loader offers a large range of roadway maintenance equipment from asphalt pothole patchers, asphalt hot boxes, seal coat/emulsion sprayers, and marker application bodies. We have an extensive offing of truck equipment products that support our and the greater marketplace for asphalt road maintenance equipment. For example, often crack sealers do not operate alone, you need a chassis with a flatbed and air compressor, not only to tow the crack sealer but also to blow out the debris in the crack before applying the crack sealant. Another example is pavement grinding equipment needs a dump truck to collect the grinding. With this significant depth and breadth of equipment offered by PB Loader we can better meet the needs of Sourcewell members by being one stop shop for most of their equipment requirements. Asphalt (Pothole) Patchers: PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that. Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch. PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day. Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer Eight (9) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8,10,12 cubic yards Hundreds of options and custom configurations such as: (refer to catalog for complete list) Flasher, safety Spoils bins Toolboxes and baskets Arrow boards Vibratory compactors and rollers Back up alarms and camera equipment Air compressors Generators Jack Hammers Hose reels Work decks Water containers Fire Extinguisher, first aid kits, triangle kits Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer. PB Patchers come in two formats, a "V" hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models.

Proven Features
- Heavy Duty Design
- All Hydraulic Operation
- Radiant Heat System
- Burner Systems Available in LPG, Diesel, and Electric Generator
- Fully Insulated Asphalt Container
- Hand Torch with 200,000 BTU Output
- Convenient Operator Controls
- Emulsion Spray System

Hot Boxes:

PB Loader offers two main sizes (2 and 3 yard) of hot boxes trailers and skid mount units. They come equipped with fully hydraulic functions, seal coat/emulsion spray system, jack hammer systems, compactor plate with hydraulic lift, and many other accessories. The units can also be ordered bare bone to meet the more budget-friendly needs of Sourcewell members. Custom sizes and configurations are available upon request.

Seal Coat/Emulsion Sprayers:

PB offers seal coat/emulsion sprayers with more sizes and features than anyone else in the industry.

Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers' needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailers, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations.

Truck Mounted Styles: 15-200 gallons
Trailer Mounted and Slip-In Styles: 200-700 gallons

Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters.

Compressor Type Sprayers - Compressor type emulsion sprayers are available in many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor.

Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform.

Oil (asphalt) Distributors:

PB Loader offers trailer and slip-in mounted oil distributors in the 600-to-1000-gallon range. These units are equipment with a 2" insulated tank, LPG burner system for heating, fully function spray bar with actuated side wings and individual adjusted spray nozzles. This will give the operator full control and adjustability of the desired material spray pattern. Our oil distributors are capable of surface treatments, chip sealing, fog sealing and prime coat for paving operations

Road Marker Application Bodies:

PB manufactures various maker and kettle applications bodies. Our maker body features two personal pods that can rise and lower to provide proper position for applying the melter adhesive and the reflective puck. The product is equipment with an adhesive melter kettle and storage for the melter material and pucks, with all other tools and safety equipment needed to get the job done. Our other application bodies feature a dedicated section for the mounting of an adhesive melter kettle, crack sealers or mastic systems and the storage system for the material they use. Tooling and safety equipment are also incorporated into their design.

PB Truck Mounted Loaders:

PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment.

PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, toolboxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

Chassis:
PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

Ford
Freightliner
Western Star
International
Kenworth
Peterbilt
Isuzu
Rizon
BattleMotors

Dump Bodies:
PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
  - Rigid and/or Fold-Down Sides
- Medium Duty Bodies
  - Bobtail Bodies
- Heavy Duty Bodies
  - Square Bodies
  - Elliptical Bodies
  - Demolition Bodies

Flatbeds / Stake Bodies / Platform Bodies:
PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay toolboxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

Smooth Floor
Tread Plate Floor
Wood Deck
Aluminum Body
Rancher Body
Dumping Bodies
Stake Sides (wood, steel, aluminum)
Various Lengths and Widths

Chipper Boxes / Landscape / Arbor Bodies:
PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

Utility Bodies:
PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

Swaploader Hook Lifts:
We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example:

- Single axle from 7,500 lbs. to 24,000 lbs. capacity
- Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:
Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

- Tommy Lift Gate
  - Pick Up Truck
  - Utility Body
  - Flatbed
  - Box Body
  - Rail Gate
  - Tuck under
  - Dump Through
- Palfinger Lift Gates
  - Cantilever
  - Pick Up Truck
  - Utility Body
  - Flatbed
  - Box Body
  - Rail Gate
  - Tuck Under

Compressor Systems:
Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

- Vanair
  - Under deck rotary screw compressors from 60 to 185 CFM
  - Hydraulic driven compressors from 30 to 85 CFM
  - Engine driven compressors from 30 to 85 CFM
  - All-In-One systems combines air, electric generators, welder, and hydraulic into one unit
- Sullivan-Palletek
  - Above deck skid mount, engine driven, 185 CFM
- Other brands
  - Small engine reciprocating compressor

		Electric 12V compressor Cranes: We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example: Elec Hydraulic Folding, compact Outriggers Spitzlif Palfinger/Reading Venturo Customer Specific Custom Road Maintenance Equipment: As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions. Additional Accessories: On this contract PB offers many additional accessories to upfit any truck or support bodies with all the tools that road crews need. For example, but not limited to: Whelen safety lights PSE Code3 Safety Lights Work lights and spotlights Warn Wenches Toolboxes and baskets Toolholders Back up cameras and sensors Bed vibrators Pull Tarps Inverter Systems with electrical outlets Fire extinguishers and triangle kits Water coolers Wash Tanks Ladder and material racks Vises Reflective safety tape and panels
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers, hot boxes, emulsion/seal coat sprayers oil distributors, and maker application bodies. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs. Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalts support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems.

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
78	Asphalt recyclers and reclaimers, hot boxes	(•) Yes ( ) No	We offer several sizes and types of hot boxes in Trailer and Skid mount designs
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	(•) Yes ( ) No	We offer a fully range of Patchers, and a large offering of seal coat/emulsion sprayers
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	( ) Yes (•) No	We do not have these products
81	Pavement marking application and removal equipment	(•) Yes ( ) No	We offer marker application bodies

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 1_Pricing.zip - Friday May 02, 2025 15:16:25
- Financial Strength and Stability - 2_Financial Stregth & Stability.zip - Friday May 02, 2025 15:16:36
- Marketing Plan/Samples - 3_Marketing Plans & Samples.zip - Friday May 02, 2025 16:14:33
- WMBE/MBE/SBE or Related Certificates - Binder WMBE Certs.pdf - Monday April 28, 2025 14:49:16
- Standard Transaction Document Samples - 6_Standard Transaction Document Samples.zip - Friday May 02, 2025 15:24:23
- Requested Exceptions (optional)
- Upload Additional Document - 7_Additional Documents.zip - Friday May 02, 2025 15:24:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Thompson, President, PB Loader Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	☑	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	☑	1

EXHIBIT B

QUOTATION NO. 12486R1

CITY OF MADERA, CALIFORNA
SOURCEWELL MEMBER ACCOUNT NO. 27811

SUBJECT: 12' ELECTRIC LANDSCAPE DUMP TRUCK

DATE: 11/3/2026
TERMS: NET 30
F.O.B: MADERA
MFG PRODUCT: SEE NOTES
INSTALL: SEE NOTES

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER SOURCEWELL CONTRACT NO. 080521-PBL **SOURCEWELL CONTRACT LISTED CHASSIS**		
		ELECTRIC CHASSIS		
1	RIZON-07	MODIFICATIONS TO RIZON E18M CLASS 5 ELECTRIC CHASSIS MODEL FEC9KELDSUHC WITH 175HP, 317 FTLB. MAX TORQUE, TWO (2) M-SIZE LITHIUM IRON PHOSPHATE LIQUID COOLED BATTERY PACKS, 134" WHEELBASE, 113" CAB TO AXLE, 17,995 LBS. GVWR, HYDRAULIC BRAKES WITH AIR ASSIST, CAB PAINTED WHITE		$6,451.00
		SUB-TOTAL FOR CHASSIS AND OPTIONS:		$6,451.00
1		**NON-LISTED DUMP BODY & ACCESSORIES AT MARKET PRICE** RUGBY ALUMINUM LANDSCAPE DUMP BODY, 12' LONG X 96" WIDE LENGTH COMPETE WITH: - 48" SIDE HEIGHT & 48" FRONT HEIGHT - ALUMINUM, 48" TALL ALUMINUM STAKELESS SIDES WITH CENTERED HORIZONTAL FORMED RIB - CURBSIDE FRONT HAS 54" WIDE DOOR OPENING FOR EASY ACCESS FOR MOST PALLET SIZES - STAKELESS FRONT PANEL 48" TALL OF0.190" ALUMINUM, WITH CENTERED HORIZONTAL V-BEND - 1/4" ALUMINUM, 2 PIECE SMOOTH FLOOR, CENTER SEAM WELDED UNDERNEATH - 3" I-BEAM CROSSMEMBERS SPACED APPROX. 17" APART INTERLACED W/9' TALL,1/4" FORMED CHANNEL LONG SILLS - RUGBY SR 4020 HOIST INCLUDED SUBFRAME - CLASS 40 ELECTRIC DOUBLE ACTING PUSH BUTTON - TWO-PIECE 48' REAR BARN DOORS (SOLID) INCLUDING CAM-LATCH CLOSURE SYSTEM - MANUAL PULL TARP W/ MESH MATERIAL - MUD FLAPS - HITCH PLATE W/ D-RINGS (BUCKPLATE ONLY - NOT FOR TOWING) - LED LEGAL LIGHTING - INSTALLATION		$17,772.00
		SUB-TOTAL:		$24,223.00
		SALES TAX (8.25%):		$1,998.40
		FREIGHT:		$277.50
		GRAND TOTAL:		$26,498.90

NOTES:
1. LEAD TIME DETERMINED AT TIME OF ORDER.

2. CHASSIS PRICE SUBJECT TO MODEL YEAR SURCHARGES AND ESCALATORS.

Delivery times are approximate.

PB Loader Corporation
5778 W. Barstow • Fresno, California 93722-5024 • Telephone (559) 277-7370 • Fax (559) 277-7375
Toll free 800-350-8521 • Web www.pbloader.com

QUOTATION
NO. 12486R1

CITY OF MADERA, CALIFORNA
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		ELECTRIC CHASSIS		
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1. LEAD TIME DETERMINED AT TIME OF ORDER..

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Attachment 2: Original Piggyback Purchase Resolution and Staff Report

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: December 18, 2024

Agenda Number: B-8

SUBJECT:

Piggyback purchase agreements for Fleet Division-related purchases

RECOMMENDATION:

Adopt a Resolution approving piggyback purchase agreements of:

1. A 5-yard all-electric dump truck for Public Works from PB Loader Corporation for $218,398
2. A 5-yard dump truck for the Parks Department from PB Loader Corporation for $197,288

SUMMARY:

Staff is proposing to replace three dump ducks with two, albeit new, dump trucks. One of the two new dump trucks will be all-electric, consistent with California Air Resources Board Advanced Clean Fleets Regulation, requiring the City to ensure 50 percent of their annual vehicle purchases per calendar year are zero-emissions beginning January 1,2024.

Appropriations for the proposed equipment purchases were included in the Fiscal Year (FY) 2024/25 Adopted Budget for the Fleet Replacement Fund (Org Unit 3065-0000), which Council approved on August 21, 2024. These appropriations cover various pieces of equipment as outlined in Table 1. Staff recommends using piggyback agreements through Sourcewell to purchase the equipment. This approach offers time and costs that would otherwise be incurred should an RFP for a stand-alone vehicle purchase be issued.

DISCUSSION:

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

allowing piggybacking by other public agencies. In some instances, this method provides the most efficient purchase method or the best cost savings for the quantities or type of goods or services utilized. These contracts are also encouraged when applicable for operational proficiencies and to minimize staff processing time when the goods or services being procured have limited availability.

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Purchasing Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process from any supplier who offers the goods or services at the same or better price, terms, and conditions as the supplier previously offered to another public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that other public agency.

The Fleet Division purchases various commodities in its daily operations, including vehicles, equipment, miscellaneous goods, and services throughout the year. Because of Fleet's variety and quantity of procurements, the division is a natural fit to utilize the piggyback procurement process.

Table 1 provides an overview of procurements that would be obtained through the piggyback process contingent upon Council action. These procurements have been budgeted in the current budget and approved by the Council on August 21, 2024. Table 1 outlines the items to be procured, the lead department, the vendor, and the cost.

Table 1: *List of proposed equipment (all costs are estimates)*

Item to Procure	*Lead Agency*	*Proposed Vendor*	*Amount*
5-yard all-electric dump truck – Graffiti Abatement/Streets	Sourcewell – 080521-PBL	PB Loader Corporation	$218,398
5-yard dump truck - Parks	Sourcewell – 080521-PBL	PB Loader Corporation	$197,288
Total			**$415,686**

As outlined in Table 2, staff recommends retiring three dump trucks and replacing them with two, as part of an ongoing effort to optimize fleet size and reduce redundancies. While staff is proposing to eliminate 3, staff is attempting to right-size its fleet, reduce duplicative equipment, and identify equipment that it currently does not possess as it better aligns its equipment with its service delivery model.

The identified existing fleet vehicles declared surplus upon the arrival of the new vehicles.

Table 2: *List of vehicles to be retired*			
New Equipment	*Equipment that will be retired*		
	Existing unit#	*Description*	*Department*
All-electric dump truck	336	2004 Stake side dump truck	Graffiti
	328	2004 5-yard dump truck	Streets
5-yard dump truck	274	2001 5-yard dump truck	Parks

Attachment 2 provides links to the Lead Agency piggyback agreements shown above.

After reviewing the available purchase options for these purchases, staff determined that using piggyback purchase agreements between public agencies and various vendors represents the most advantageous purchasing strategy. Procuring all the items in the table above with RFPs would use significant staff time. This strategy ensures the City receives excellent pricing with efficient use of staff time and resources.

FINANCIAL IMPACT:

Purchases under the recommended cooperative purchase agreements will be made from Fleet capital expense funds. Sufficient funding is available in the Fiscal Year 2024/25 Adopted Budget for purchases made through June 30, 2025.

ALTERNATIVES:

As an alternative, Council may suggest getting individual quotes from vendors per item or issuing a Request for Proposal per each. Either scenario, while feasible, would require staff resources with no guarantee that the prices obtained through this alternative process would be better than those obtained through piggybacking.

ATTACHMENTS:

1. Resolution approving Sourcewell piggyback purchase
2. Lead Agency piggyback agreement web links

RESOLUTION NO. 24-210

RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENTS FOR THE PURCHASE OF I) AN ALL-ELECTRIC DUMP TRUCK FOR GRAFFITI ABATEMENT FROM PB LOADER CORPORATION IN THE AMOUNT OF $218,398, II) A 5 YARD DUMP TRUCK FOR THE PARKS DEPARTMENT FROM PB LOADER CORPORATION IN THE AMOUNT OF $197,288

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

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

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

WHEREAS, staff has conducted a due diligence and determined that piggyback purchases through the State of California best meet the City's interests.

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

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

2. The Council finds that the use of piggyback purchases per Council approved Ordinance 996 C.S. amending the City's. municipal code, adding Title II Section 4 Purchasing Procedures is appropriate.

3. The Council approves the Sourcewell piggyback agreements for i) purchase of an all-electric dump truck for Graffiti Abatement from PB Loader Corporation in the amount of $218,398, ii) purchase of a 5 yard dump truck for the Parks Department from PB Loader Corporation in the amount of $197,288, consistent with the material terms of the Sourcewell PB Loader agreement. The City Manager is authorized to execute the same, including any non-material modifications, subject to approval as to legal form by the City Attorney.

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

PASSED AND ADOPTED by the City Council of the City of Madera this 18th day of December 2024 by the following vote:

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

APPROVED:

CECELIA K. GALLEGOS, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

for:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-10

SUBJECT:

2026 Downtown Christmas Light Parade Event Entries

RECOMMENDATION:

Approve a Minute Order authorizing the City Manager to execute documents necessary for any City entries in the Downtown Christmas Parade scheduled Friday, December 4, 2026

SUMMARY:

The City Council and various City Departments have traditionally participated in the Christmas Parade, is of the community's cherished traditional holiday traditions. This year's parade will take place on Friday, December 4, 2026. To ensure participation, Councilmembers and City departments are required to submit event applications and execute hold harmless agreements. Additionally, an entry fee is charged per entry and the City typically submits several entries, including emergency response vehicles, a youth group, and elected officials.

DISCUSSION:

The 202 Madera Christmas Light Parade is scheduled for the evening of Friday, December 4, 2026. This annual event is a long-standing tradition in the community, and the City Council, along with various City departments, have historically participated. To participate in the parade, applications and hold harmless agreements must be submitted to event organizers. The requested action is to authorize the City Manager to execute all necessary documentation, including event applications and hold harmless agreements, on behalf of the City for the Council and departmental entries. This would streamline the process and ensure the City's participation, which typically includes entries such as emergency response vehicles, youth groups, and elected officials.

FINANCIAL IMPACT:

The parade entry fee of $75 per entry is a budgeted expense. It is noted that the City typically has multiple entries.

ALTERNATIVES:

The Council may direct staff not to participate in the parade.

ATTACHMENTS:

1. Parade Entry Form and Hold Harmless Agreement

SPONSORED BY MADERA DOWNTOWN ASSOCIATION • ORGANIZED BY MADERA EVENING LIONS CLUB

2026 MADERA CHRISTMAS LIGHT PARADE

Friday, December 4, 2026 • Step Off at 6:30 PM • New Route: Yosemite Ave ("P" St to "H" St)

OFFICIAL PARADE INFORMATION PACKET • RAIN OR SHINE (NO REFUNDS)

1. EVENT OVERVIEW & KEY DETAILS

First Come, First Served • Maximum 50 Entries Accepted

Parade Date & Step-Off	**Friday, December 4, 2026** — Step off is promptly at **6:30 PM**. (Parade takes place Rain or Shine).
2026 New Parade Route	**Yosemite Avenue between "P" Street and "H" Street** in Downtown Madera.
Standard Entry Fee	**$75.00 per entry** (Non-refundable). Covers up to 80 ft / 4 car-lengths of space.
Equestrian / Livestock Fee	**Additional $100.00 fee** for any entry with horses or livestock (donated to a participating student club following your group to clean up animal droppings), *or* provide dedicated scoopers.
Payment & Drop-Off	Make checks payable to: **Madera Downtown Association**. Drop off payments or pay by credit card (transaction fees apply) at the **Madera Chamber of Commerce** during regular business hours.
Packet Delivery & Contact	**Mail:** Madera Evening Lions Club, 1516 Howard Rd #210, Madera, CA 93637 **Email:** maderaeveninglionsevents@gmail.com • **Parade Chair:** Lion Wally Nishimoto at (559) 481-8313

MANDATORY APPLICATION SUBMISSION CHECKLIST (SUBMIT ALL TOGETHER)

- ☐ **1. Completed Entry Form & Narrative** (Page 2)
- ☐ **2. Initialed Safety Checklist & Waiver** (Page 3)
- ☐ **3. Non-Refundable $75.00 Entry Fee** (+$100 if livestock)
- ☐ **4. Proof of Insurance** for all entered vehicles or organization's "Blanket Insurance" card

2. PARADE SPECIFICATIONS, LIGHTS & STAGING GUIDELINES

Strictly Enforced by Parade Marshals

- **First Come, First Served & Deadline:** Due to parade time constraints, a maximum of **50 entries** will be accepted. All application materials must be received together by **5:00 PM on Friday, November 20th, 2026**. You will receive confirmation once your complete packet is accepted.
- **CHRISTMAS LIGHTS ARE MANDATORY: All entries must have a minimum of 250 functional Christmas lights**. Pedal vehicles and small vehicles shall have a minimum of 100 lights. Entries without required lighting will not be permitted onto the route.
- **NO ADDITIONAL SANTAS PERMITTED:** The official role of Santa Claus has already been filled! We happily welcome elves, Grinches, snowmen, and other winter characters, but any entry featuring an unauthorized Santa will be asked to leave.
- **Space Allotment (80 Feet Max):** Your exact count of vehicles, trailers, and participants must match your application and fit within **80 feet (4 car-lengths)**. Anything exceeding this space requires prior approval and an additional entry fee.
- **Staging Location & Arrival:** Detailed staging assignments and arrival times will be emailed no later than **Monday, November 30, 2026**. Please stage next to street curbs, follow parade staff instructions, and allow no non-parade vehicles into the staging zone. Late arrivals will be reassigned to the back of the parade.

ELEVATE MADERA PRESENTS: CHRISTMAS IN THE PARK!
Join us at **Courthouse Park (210 W. Yosemite Ave.)** for the Tree Lighting Ceremony, Live Music, Food Trucks, Christmas Goodies & Pictures with Santa!

Courthouse Park
Tree Lighting & Festivities

PART A: ORGANIZATION & ENTRY CLASSIFICATION

Please Print Clearly

NAME OF ORGANIZATION / GROUP:	**ENTRY THEME:**
POINT OF CONTACT (RESPONSIBLE PERSON):	**PHONE NUMBER:**
MAILING ADDRESS (STREET, CITY, STATE, ZIP):	
EMAIL ADDRESS (REQUIRED FOR STAGING INFO):	

ENTRY CLASSIFICATION (CHECK ONE):

☐ Float Entry	☐ Marching Band: High / Middle / College	☐ Local Business / Commercial
☐ Dance / Drill Team / Cheer	☐ Walking Group / Youth / School	☐ Motorcycle / Classic Car Club
☐ Tractor / Agricultural Equipment	☐ Veterans / Military / JROTC / Fraternal	☐ Equestrian / Livestock (+$100 Fee)

NUMBER OF VEHICLES:	**NUMBER OF PEOPLE / WALKERS:**	**NUMBER OF HORSES / ANIMALS:**
TYPE OF VEHICLE(S) & TRAILER(S):		**TOTAL LENGTH OF ENTRY (MAX 80 FT):**

MUSIC WITH YOUR ENTRY? ☐ Yes: Live (Band/Choir) ☐ Yes: Pre-Recorded (Sound Provided by You) ☐ No Music

*Note: **Family Friendly Music Only.** Parade sound is only provided at the announcer's stage. Units playing music must supply their own onboard audio.

PART B: OFFICIAL PARADE NARRATIVE & ANNOUNCER SCRIPT

Mandatory — Max 75 Words

PARADE NARRATIVE: Please write a brief, lively description of your group or unit to be read aloud by our Master of Ceremonies at the announcer's stage. Include **WHO you are**, **WHAT you do**, **notable achievements**, and your **holiday message for the Madera community**. To maximize time, please keep it short (Max 75 Words) and email a digital copy if possible. *Entries without an announcement script will not be accepted!*

INSURANCE, FEE & PACKET SUBMISSION REMINDER

1. PROOF OF INSURANCE: Please submit proof of insurance for all vehicles entered in the parade or your organization's "Blanket Insurance" card.
2. ENTRY FEE: Submit the non-refundable **$75.00 entry fee** (plus $100 if entering horses/livestock). Checks payable to: **Madera Downtown Association**.
3. COMPLETE PACKET: Submit all information (Page 2 - Entry Form, Narrative; Page 3 - Signed Hold Harmless & Initialed Rules; Proof of insurance for all planned entry vehicles) via mail to **Madera Evening Lions Club, 1516 Howard Rd #210, Madera, CA 93637**, Email: **maderaeveninglionsevents@gmail.com** or in person at the Madera Chamber of Commerce.

PART C: MANDATORY PARADE SAFETY RULES & CODE OF CONDUCT

Read Carefully & Initial Each

INITIALS	PARADE PARTICIPANT REQUIREMENT (MUST BE INITIALED BY AUTHORIZED REPRESENTATIVE)
	1. NO THROWING OF CANDY OR ITEMS: Throwing candy or any objects from floats or vehicles along the parade route is strictly prohibited. Walkers may hand items directly to spectators along the curb.
	2. STAGING ARRIVAL TIME: Arrive at your assigned staging location at the prescribed time. Late arrivals will have their staging number switched and be placed at the back of the parade.
	3. VEHICLE & SPACE LIMITS (80 FT MAX): Stick to the exact number of vehicles/people listed on your form (must fit within 80 ft / 4 car-lengths). Update the Parade Coordinator of any changes.
	4. FORWARD MOTION & PACING: Follow your pacers, stay next to street curbs in staging, maintain a 75-foot spacing between units, and never stop forward motion once the parade is underway.
	5. NO REVVING ENGINES: No excessive revving of cars, trucks, or motorcycles in front of the announcer's grandstand or along Yosemite Avenue.
	6. NO BURNING RUBBER: No peeling out, screeching tires, or reckless driving maneuvers anywhere in the staging zone or throughout the parade route.
	7. MANDATORY CHRISTMAS LIGHTS & NO SANTAS: All motorized entries must display a minimum of 250 working Christmas lights (100 lights for small vehicles or pedal vehicles). **No Santa Claus** may appear on any entry.
	8. INDIVIDUAL LOGO AUTHORIZATION: If entering individually while displaying an organization's name or logo, you must submit a letter of approval from that organization.
	9. INSURANCE & RAIN OR SHINE POLICY: Proof of vehicle/blanket insurance is attached. I understand the parade is Rain or Shine and entry fees are strictly non-refundable.

PART D: HOLD HARMLESS & LIABILITY RELEASE AGREEMENT

Signature Required

In submitting this application, the Applicant (**Organization/Applicant Name:** _____) and its agents and assigns agree to enter this parade at their own **RISK** and to release and hold the **Madera Downtown Association**, the **City of Madera**, the **Madera Evening Lions Club**, the **Madera Chamber of Commerce**, the **State of California**, and their directors, members, employees, volunteers, sponsors, and representatives harmless, and to promptly indemnify same from and against any and all claims, actions, damages, and liability of every type and nature, including all costs and legal expenses incurred by the Applicant or any other party, by reason of any activity arising under or in connection with the Applicant's participation in the 2026 Downtown Madera Christmas Light Parade, including but not limited to loss of life, personal injury, and/or damage to property arising from or out of any occurrence, omission, or activity related to such participation.

In the event the **Madera Downtown Association**, the **City of Madera**, the **Madera Evening Lions Club**, the **Madera Chamber of Commerce**, or the **State of California** shall be made a party to any litigation commenced by or against the Applicant, the Applicant shall hold them harmless and pay all costs, expenses, and attorney fees incurred or paid by them in connection with such litigation. By signing below, I certify that I have read, understand, and will comply with all Downtown Madera Christmas Light Parade Rules & Regulations, and that all participating members in our unit have been advised of and agreed to comply with said rules.

PRINTED NAME OF AUTHORIZED REPRESENTATIVE _____

TITLE / ROLE IN ORGANIZATION _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE (REQUIRED) _____

DATE SIGNED _____

OPTIONAL: 2026 PARADE SPONSORSHIP OPPORTUNITIES (TAX ID: 87-2116878)

☐ **$250** Community Elf Sponsor ☐ **$500** Bronze Star Sponsor ☐ **$1,000** Silver Tinsel Sponsor
☐ **$2,000** Golden Holly Sponsor ☐ **$5,000** Platinum Ring Sponsor ☐ Other: $_____

Included Sponsor Benefits: Silver, Gold & Platinum Sponsors include an **optional Entry into the Parade**, an **information booth in the Park**, and **VIP Parade Viewing and Access to the Warming Tent in the Park**. Checks for sponsorships payable to **Madera Evening Lions Club**.

Madera Evening Lions Club, 1516 Howard Rd #210, Madera CA 93637
Parade Contact Lion Wally: (559) 481-8313

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-11

SUBJECT:

Appointment to the Community Development Block Grant, Block Grant Commission

RECOMMENDATION:

Adopt a Resolution appointing Mario Rivera to the Block Grant Commission (BGC)

SUMMARY:

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

DISCUSSION:

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

1. Evaluation of annual CDBG request for funding applications.
2. Consideration of the U.S Department of Housing and Urban Development (HUD) priorities and the Council-approved five-year City CDBG Consolidated Plan.
3. Provide Council funding recommendations.
4. Review and recommend approval of CDBG reports including the Consolidated Plan,

Annual Action Plans, and any substantial amendments.

5. Promote public participation in the CDBG planning and award process.

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

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

The Mayor has considered the nomination of Mario Rivera by Mayor Pro Tem Zacharia and is seeking approval from the City Council of the appointment to the BGC. Per the Municipal Code, appointments will be for a term matching the nominating Council person, or until a replacement is appointed. The Council term for Mayor Pro Tem Zacharia ends on December 2, 2026. However, at its August 20, 2026 meeting, Council appointed Mayor Pro Tem Zacharia to another term (December 3, 2026 through December 4, 2030). If approved, Mr. Rivera's appointment would be applicable for the additional four-year term, consistent with the Municipal Code. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact as BGC members volunteer and are not compensated.

ALTERNATIVES:

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

ATTATCHMENTS:

1. Resolution
2. Volunteer application for Mario Rivera

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF MARIO RIVERA TO THE CITY OF MADERA BLOCK GRANT COMMISSION

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

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

WHEREAS, Mayor Pro Tem Zacharia has nominated Mario Rivera to be considered for appointment to the BGC for a term concluding December 4, 2030 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mayor Gallegos has considered the above-named nominated individuals and has appointed Mario Rivera; and

WHEREAS, Mario Rivera has expressed his desire to serve on the BGC.

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

1. The above recitals are true and correct.

2. The Council approves the appointment of Mario Rivera to the BGC for a term ending December 4, 2030, unless otherwise indicated by the Madera Municipal Code.

3. This resolution is effective immediately upon adoption.

* *

RECEIVED

NOV 04 2026

City of Madera
Office of the City Clerk
By:

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

_____ ADA Advisory Council

_____ Airport Advisory Commission

_____ Beautification Committee

_____ Civil Service Commission

#1 X CDBG Block Grant Commission

#2 X Loan Review Committee

_____ Planning Commission

_____ Transit Advisory Board

_____ Other: _____

Please type or print in ink.

RIVERA MARIO G

LAST NAME FIRST NAME M.I.

[redacted], MADERA CA 93638 [redacted]

HOME ADDRESS CITY, STATE, ZIP HOME PHONE

[redacted] [redacted]

MAILING ADDRESS CITY, STATE ZIP E-MAIL ADDRESS

IGNITE REAL ESTATE & ASSOC. BROKER ASSOCIATE. [redacted]

EMPLOYER JOB TITLE BUSINESS PHONE

Length of residence in the City of Madera:	Have you ever been convicted of a felony?	Are you 18 years of age or older?
Years 44 Months _____	Yes _____ No X	Yes X No _____

Educational background:

MADERA HIGH SCHOOL - 1997

MADERA COMMUNITY COLLEGE

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

MADERA EVENING LIONS - BOARD MEMBER
MADERA ELK'S LODGE #1918 - MEMBER
PAN AMERICAN CLUB - MEMBER
FAIR HOUSING & DIVERSITY COMMITTEE - CO-CHAIR

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

MADERA COUNTY MOSQUITO & VECTOR CONTROL - TRUSTEE (CURRENT)
MADERA LOCAL AGENCY FORMATION COMMISSION (LAFCO) - ALTERNATE COMMISSIONER (CURRENT)

I am interested in serving for the following reasons:

COMMUNITY COMMITMENT, POSITIVE GROWTH, LEADERSHIP & COLLABORATION, AND MEANINGFUL CONTRIBUTION.

References (optional):

CECE GALLEGOS

10/28/26
Date

Signature

Please return completed application to:

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

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-12

SUBJECT:

Appointment to the Civil Service Commission for District 3

RECOMMENDATION:

Adopt a resolution approving the appointment of Maria Rivera to the Civil Service Commission

SUMMARY:

The City of Madera Municipal Code provides that the Civil Service Commission (Commission) is comprised of seven (7) members. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution and require four affirmative votes for approval. At this time, Councilmember Montes has nominated Maria Rivera to serve on the Commission representing District 3 and Mayor Gallegos has appointed Ms. Rivera. The requested action is to confirm the appointment of Ms. Rivera to the Commission.

DISCUSSION:

The Commission is established in Chapter 2 of the City's Municipal Code. The Commission reviews recruitments and certifies the list of eligible candidates for full time employment with the City. The Commission also is the hearing body for appeals related to employment practices, including employee discipline, application of the City's Personnel Rules, and hiring practices. Pursuant to Municipal Code Section 2-2.303, the Commission is a seven (7) member body. Nominations of individuals to serve as Commissioners may be made by each member of the City Council. The Mayor then makes appointments from those nominated. The Mayor also can make a direct appointment if no nomination is provided within a reasonable time. The Mayor's appointments must be approved by the City Council as a whole, with the resolution of appointment approved by at least four (4) members of the Council. This nomination –> appointment –> approval process was developed to comply with Government Code Section 40605, which in summary provides that

in a general law City where the office of Mayor is elected at-large, the Mayor, with approval of the City Council, shall make all appointments to boards, commissions, and committees.

Commission members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text. The District 3 position is vacant due to voluntary resignation by the prior appointee. Councilmember Montes nominated Maria Rivera to represent District 3 and Mayor Gallegos appointed Ms. Rivera. The action contemplated with this report is to approve the appointment of Ms. Rivera. The Municipal Code provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

Table 1. Civil Service Commission Appointments

Commissioner	*Councilmember*	*City Council District*
Dennis Smith	Mayor Gallegos	At-large Mayor
Nick Salinas	Mayor Pro Tem Zacharia	District 1
Vacant	Councilmember Rodriguez	District 2
Maria Rivera	Councilmember Montes	District 3
Shawn Griffin	Councilwoman Evans	District 4
Gloria Toscano	Councilwoman Mejia	District 5
Mattie Mendez	Councilmember Villegas	District 6

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council members may submit additional nominations to the Mayor for consideration of appointment. Alternatively, Council may direct staff to seek additional applications to serve on the Commission.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Maria Rivera

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF MARIA RIVERA TO THE CITY OF MADERA CIVIL SERVICE COMMISSION

WHEREAS, the City of Madera has established a Civil Service Commission (Commission) to serve in a volunteer capacity to fulfill the duties of the Commission as identified in the City of Madera Personnel Rules and Regulations and City of Madera Municipal Code; and

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

WHEREAS, Councilmember Montes has nominated Maria Rivera to serve on the Commission and Mayor Gallegos has appointed Ms. Rivera for a term concluding December 4, 2030, or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Maria Rivera desires to serve on the Commission.

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

1. The above recitals are true and correct.

2. Maria Rivera's appointment to the Civil Service Commission for a term ending December 4, 2030, unless otherwise indicated by the Madera Municipal Code, is approved.

3. This resolution is effective immediately upon adoption.

* *

Attachment 2: Volunteer Application for Maria Rivera

RECEIVED

OCT 2 1 2026

City of Madera
Office of the City Clerk
By:

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE
APPLICATION

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

PLEASE CHECK ONE OR MORE:

_____ **ADA Advisory Council**	_____ **Airport Advisory Commission**
_____ Beautification Committee	_✓_ Civil Service Commission
_____ **CDBG Block Grant Commission**	_____ **Loan Review Committee**
_____ Planning Commission	_____ Transit Advisory Board

_____ **Other:** _____

Please type or print in ink.

RIVERA MARIA SANDOVAL

LAST NAME **FIRST NAME** **M.I.**

[redacted]

Length of residence in the City of Madera:	Have you ever been convicted of a felony?	Are you 18 years of age or older?
Years 30+ Months _____	Yes _____ No ✓	Yes ✓ No _____

Educational background:

REAL ESTATE BROKER

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

MADERA EVENING LIONS, MADERA ELKS CLUB

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

N/A

I am interested in serving for the following reasons:

TO SERVE MY COMMUNITY

References (optional):

Cori Gallegos

10/6/2024
Date

Signature

Please return completed application to:

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

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: B-13

SUBJECT:

Budget Amendment for the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project

RECOMMENDATION:

Adopt a Resolution of the City Council of the City of Madera amending the City's Fiscal Year (FY) 2026/27 budget by appropriating $375,545 in General Fund resources to the Planning Department operating budget to provide appropriation authority for eligible project expenditures under the Regional Early Action Planning Grant (REAP 2.0), subject to reimbursement in accordance with applicable grant requirements.

SUMMARY:

The City is eligible for up to $816,380.47 in REAP 2.0 funding, administered through the Madera County Transportation Commission (MCTC), for the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project ("Project"). On October 7, 2026, the City Council considered the award of a professional services agreement to The Code Group, Inc. (dba VCA Code) in an amount not to exceed $375,545 for core Tasks 1 through 7.

To ensure that the Planning Department has sufficient appropriation authority to incur and pay eligible Project costs during FY 2026/27, staff request that $375,545 in grant resources be appropriated in the Planning Department operating budget (Org. Code 10204100, Object Code 6440). The Project costs are intended to be submitted for reimbursement through the REAP 2.0 Grant program, subject to grant eligibility, documentation, and MCTC approval. The applicable expenditure deadline is December 31, 2026.

BACKGROUND & DISCUSSION:

The Project is intended to advance development readiness for City-owned property located at 103 East Yosemite Avenue, at the northerly corner of East Yosemite Avenue (State Route 145) and North E Street, in Downtown. The approximately 0.48-acre site is intended to be positioned for mixed-use and affordable housing development and to serve as a catalyst for additional downtown investment.

As described in the October 7, 2026 Council report, the City is eligible for up to $816,380.47 in suballocated REAP 2.0 funding administered through MCTC. The Council approved a professional services agreement with VCA Code for core Tasks 1 through 7 (as described in the attached Scope of Services to the Agreement) in a not-to-exceed amount of $375,545. The optional Task 8 allowance of $40,005 was excluded from the initial authorized contract amount and is not included in this requested budget action.

The Project must be performed, invoiced, and supported with appropriate documentation within the REAP 2.0 grant period. The October 7, 2026 Council report identifies December 31, 2026 as the expenditure deadline and states that the consultant's core Tasks 1 through 7 were priced for completion and invoicing within the grant period, assuming timely issuance of a Notice to Proceed.

The requested budget action will establish the necessary appropriation in the Planning Department operating budget to pay the Project's eligible costs. Staff proposes to appropriate $375,545 in grant resources to Org. Code 10204100, Object Code 6440 (Professional Services). Assuming Council approves it, the budget amendment incorporated as part of this agenda item will be the mechanism to increase the Planning Department's appropriations.

The City intends to submit eligible Project expenditures to MCTC for reimbursement under REAP 2.0. Reimbursement contingent upon the costs being eligible under the grant, being incurred within the applicable grant period, and being adequately supported by invoices, proof of payment, deliverables, and other documentation required by MCTC and the grant administrator. The budget amendment itself does not guarantee reimbursement.

Staff will coordinate with the Finance Department and MCTC to maintain separate and auditable tracking of Project expenditures and reimbursement claims, and to ensure that expenditures are charged to the designated Planning Department account. Any reimbursement received will be recorded in accordance with the City's established accounting practices and applicable grant requirements.

FISCAL IMPACT:

The proposed action appropriates $375,545 in General Fund resources to the Planning Department operating budget (Org. Code 10204100, Object Code 6440). The action is intended to provide appropriation authority for eligible REAP 2.0 Project expenditures, which will be offset by additional grant revenue received through the REAP 2.0 project (pending reimbursement). The budget amendment is shown in Exhibit A to the proposed Resolution for Council

consideration.

The City anticipates seeking reimbursement of eligible costs through the REAP 2.0 grant administered by MCTC. To the extent any costs are determined ineligible, unsupported, untimely, or otherwise not reimbursable, the General Fund may remain responsible for those costs. The budget action also creates a cash-flow requirement until reimbursement is received.

ALTERNATIVES:

Potential Council alternatives include:

1. Direct staff to identify a different General Fund source or modify the proposed account structure and return with a revised budget amendment; or
2. Decline to approve the budget amendment.

If the amendment is not approved, the Planning Department will lack sufficient appropriation authority in the designated account to pay Project costs in a timely manner, creating substantial risk to the Project schedule and the REAP 2.0 expenditure deadline of December 31, 2026.

ATTACHMENTS:

1. Resolution Amending the FY 2026/27 Operating Budget for the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project
   Exhibit A – Budget Adjustment

ATTACHMENT 1

Resolution Amending the FY 2026/27 Operating Budget for the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY'S FISCAL YEAR (FY) 2026/27 BUDGET BY APPROPRIATING $375,545 IN GENERAL FUND RESOURCES TO THE PLANNING DEPARTMENT OPERATING BUDGET TO PROVIDE APPROPRIATION AUTHORITY FOR ELIGIBLE PROJECT EXPENDITURES UNDER THE REGIONAL EARLY ACTION PLANNING GRANT (REAP 2.0)

WHEREAS, the City of Madera ("City") is participating in the Regional Early Action Planning Grant of 2021 ("REAP 2.0"), administered through the Madera County Transportation Commission ("MCTC"), and is eligible for up to $816,380.47 in suballocated grant funding; and

WHEREAS, the City is undertaking the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project ("Project") to advance development readiness for City-owned property located at 103 East Yosemite Avenue, at the northerly corner of East Yosemite Avenue (State Route 145) and North E Street, in Downtown; and

WHEREAS, on October 7, 2026, the City Council considered and approved a professional services agreement with The Code Group, Inc. dba VCA Code ("VCA Code") for core Tasks 1 through 7 of the Project in an amount not to exceed $375,545; and

WHEREAS, the Project is subject to a REAP 2.0 expenditure deadline of December 31, 2026, and timely appropriation authority is necessary for the Planning Department to incur and pay eligible Project costs and submit the costs for reimbursement in accordance with grant requirements; and

WHEREAS, the City desires to appropriate $375,545 in General Fund resources to the Planning Department operating budget, Org. Code 10204100, Object Code 6440, for eligible Project expenditures; and

WHEREAS, the City Council has considered the proposed budget amendment and finds that the amendment is in the best interests of the City.

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

1. The above recitals are true and correct.
2. The City Council hereby amends the City's FY 2026/27 operating budget to appropriate $375,545 in General Fund resources to the Planning Department operating budget, Org. Code 10204100, Object Code 6440, for eligible expenditures associated with the REAP

2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project.

3. The budget adjustment shall be recorded in accordance with the City's established accounting procedures. The Finance Department is authorized to make the corresponding entries consistent with Exhibit A.
4. Expenditures charged to the designated account shall be limited to costs attributable to the Project and shall be subject to applicable REAP 2.0 eligibility, grant-period, documentation, procurement, and reimbursement requirements. Approval of this budget amendment does not guarantee reimbursement of any expenditure.
5. This resolution is effective immediately upon adoption.

****

Attachments:

Exhibit A – Budget Adjustment

EXHIBIT A

FY 2026/27 BUDGET ADJUSTMENT

REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project

Purpose: Reallocate $375,545 in General Fund resources to the Planning Department operating budget to provide appropriation authority for eligible Project expenditures.

Fund	Org. Code	Object Code	Description	Increase (+)	Decrease (–)
General Fund	10204100	4434	REAP 2.0 Grant Revenue	—	$375,545
General Fund	10204100	6440	Planning Department – REAP 2.0 Project expenditures	$375,545	—
			TOTAL	$375,545	$375,545

Budget adjustment amount: $375,545.

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: November 18, 2026

Agenda Number: D-1

SUBJECT:

Community Cleanup and Employment Pathways Grant: 2026 Dump Day Event

RECOMMENDATION:

Adopt Resolutions:

1. Approving Amendment No. 1 to the Municipal Solid Waste Franchise Agreement between the City of Madera and Mid Valley Disposal for planning and implementation of one bulky waste Dump Day event, in an amount not to exceed $42,742; and

2. Ratifying a Rental Agreement between the City of Madera and the 21-A District Agricultural Association for use of a Madera District Fairgrounds parking lot for the 2026 Dump Day in the amount of $1,200.

SUMMARY:

Staff recommends approval of an amendment to the Municipal Solid Waste Franchise Agreement between the City of Madera and Mid Valley Disposal to coordinate and implement a bulky waste drop-off event for City of Madera residents on December 5, 2026.

The planning for a community bulky waste drop-off event stems from the California Department of Transportation (Caltrans) Community Cleanup and Employment Pathways (CCEP) grant awarded to the City for $300,000. Among other service commitments, the City committed to completing two dump day events in partnership with its current Solid Waste Franchisee, Mid Valley Disposal, in the submitted grant application.

Staff is also seeking the ratification of a Rental Agreement with 21-A District Agricultural Association, commonly known as Madera District Fairgrounds, for use of a parking lot for the event.

DISCUSSION:
On March 18, 2026, the City Council (Council) approved a Restricted Grant Agreement (RGA) with Caltrans for $300,000 under the CCEP grant. This request was approved and memorialized with Resolution 26-46 and included the following strategic commitments from the City.

- Minimum of 12 community-led cleanup events targeting high-traffic and high-visibility locations throughout the City, including Downtown, shopping centers, alleyways, monumental entryways, and park areas.
- Creation of a Keep Our City Clean Team, through partnership with a local agency
- Greening and beautification projects that target trash receptacle installation, tree and flower plantings.
- Minimum of two "Dump Days" in partnership with Mid Valley Disposal for bulky items, e-waste, and hard-to-recycle materials.
- Public education campaign promoting "Help Keep Our City Clean" for the duration of the grant performance period.
- Painting of City fire hydrants to ensure visibility of hydrants to emergency responders and to maintain the safety of the community.

Since approval of the RGA, staff has been diligently working on meeting the City's commitment to grant guidelines and outcomes. As of the writing of this report, staff has completed the following work pertaining to the grant requirements:

- Completed 6 of the 12 community cleanup events, with some of these events including beautification projects.
- Attended 6 of 10 outreach opportunities to disseminate the public education campaign promoting residents taking the pledge to "Help Keep Our City Clean" to foster civic pride
- Collected over 525 pledges from residents
- Beautification of the Pan-American Community Center.
- Beautification of the Frank Bergon Senior Center.
- Partnerships with local stakeholders to recruit volunteers and ensure recurring volunteer events happen after the grant ends.
- Installed a community banner on Yosemite Avenue promoting keeping our community clean.
- Regular use of social media to promote events, and sharing of events highlights thereafter.
- Partnership with Madera Unified School District for the graffiti abatement educational initiative promoting keeping our community safe and clean under the initiative of Mayor Gallegos.

To continue to meet grant commitments, the City will be hosting two bulky waste Dump Day events to help residents dispose of eligible large household items and other approved materials. The events are intended to provide residents with a designated disposal opportunity and support community cleanliness and beautification efforts. The first event has been planned for December 5, 2026. The second event will be planned for early 2027, in coordination with the City's curbside cleanup efforts to help minimize illegal dumping.

The Madera District Fairgrounds has been identified as the recommended event site, offering ample space, location recognition by the general public, and opportunities for sustainable traffic control throughout the event. To ensure event space was reserved timely, staff executed an agreement for the location and is seeking ratification of the rental agreement between the City of Madera and the 21-A District Agricultural Association to allow for use of Madera Fairgrounds Parking Lot A, which is the parking lot located at the Dutra Way and N. Schnoor Avenue entrance to the Madera District Fairgrounds.

As identified in the grant application, the City is committing to partnering with Mid Valley Disposal to complete the bulky waste events. Mid Valley Disposal has been working with City staff to prepare for the first event operations plan addressing site layout, traffic flow, collection areas, staffing, equipment, containers, hauling, and disposal arrangements.

FINANCIAL IMPACT:

The proposed amendment with Mid Valley Disposal establishes a total not-to-exceed compensation of $42,742 for the event planned on December 5, 2026. A future amendment will be required for the second event once the event parameters are defined.

The 21-A District Agricultural Association rental agreement fee for use of the parking lot space for the event totals $1,200. This City must also provide insurance in favor of the State of California and entities related to the property.

The cost of the amendment with Mid Valley Disposal and the rental agreement are being funded by Caltrans CCEP grant. The funding has been duly budgeted in Fiscal Year 2026/27 in the Parks Grant Fund - Caltrans budget, 41096355. Table 1 shows expenditures to date. The grant categorizes allowable expenditure items into four eligible activities as listed below:

- Employment/Workforce Development
- Cleanup Activities
- Beautification and Infrastructure
- Public Engagement and Education

Table 1: *CCEP Grant Expenditure Year-To-Date*		
Activity	Description	Expenditure YTD
Employment/Workforce Development	Stipends for Keep Our City Clean Team recruitment; also for workforce training, certifications, and safety courses.	$0
Cleanup Activities	Tools, equipment, safety gear, litter bags, gloves, graffiti removal supplies; waste hauling and disposal fees; event setup costs.	$3,016
Beautification and Infrastructure	Purchase and installation of trash receptacles, tree and flower plantings, gardens, irrigation support, and greening projects. Fire hydrant paint project.	$3,032
Public Engagement and Education	Expansion of "Help Keep Our City Clean" campaign; flyers, signage, branded t-shirts/stickers, event booths at events.	$20,399
	Total Spent YTD	$26,447
	Grant Total	$300,000
	Balance	$273,553
Totals Rounded to Nearest Dollar		

ALTERNATIVES:

- Council could direct staff to consider alternative locations for the event.

ATTACHMENTS:

1. Resolution Ratifying a Rental Agreement between the City of Madera and 21-A District Agricultural Association for use of a parking lot for the 2026 Dump Day
    a. Exhibit A – Rental Agreement
2. Resolution Approving Amendment No. 1 to the Municipal Solid Waste Franchise Agreement between the City of Madera and Mid Valley Disposal for planning and implementation of one bulky waste Dump Day event, in an amount not to exceed $42,742
    a. Exhibit A – Amendment No. 1
3. Municipal Solid Waste Franchise Agreement Approved August 3, 2022

ATTACHMENT 1

Resolution ratifying a Rental Agreement between the City of Madera and the 21-A District Agricultural Association for use of a parking lot for the 2026 Dump Day

RESOLUTION NO. 26 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RATIFYING A RENTAL AGREEMENT BETWEEN THE CITY OF MADERA AND THE 21-A DISTRICT AGRICULTURAL ASSOCIATION FOR USE OF A PARKING LOT FOR THE 2026 DUMP DAY

WHEREAS, the City of Madera (City) desires to host a bulky waste Dump Day event on December 5, 2026, in compliance with grant commitments under the California Department of Transportation (Caltrans) Community Cleanup and Employment Pathways (CCEP) grant; and

WHEREAS, the preferred event location is on the Madera Fairgrounds property; and

WHEREAS, staff entered into an agreement with the 21-A District Agricultural Association to secure the preferred event site and ensure grant commitments were met timely; and

WHEREAS, staff is seeking City Council ratification of the Rental Agreement to proceed with the Dump Day event.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Rental Agreement with the 21-A District Agricultural Association for the December 5, 2026, bulky waste Dump Day event, attached hereto as Exhibit A and incorporated herein, is ratified.
3. This Resolution is effective immediately upon adoption.

****

Exhibit A – Rental Agreement

Docusign Envelope ID: 9AD9BC69-B060-88E3-8070-F770B9A4C3FD

FORM F-31
Revised 04/24

AGREEMENT NO. 26-115
DATE: 9/30/2026

RENTAL AGREEMENT

☐ Fairtime ☒ Interim

THIS RENTAL AGREEMENT ("Agreement") by and between the **21-A District Agricultural Association**, ("Association") commonly known as the Madera District Fairgrounds, ("Fairgrounds")
And **City of Madera** ("Renter"). Association and renter may be collectively referred to as the ("Parties").

WITNESSETH:

1. ***THAT WHEREAS***, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises:

Beginning on December 5, 2026 at 8:30 AM and ending on December 5, 2026 at 11:00 PM

2. ***NOW, THEREFORE***, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:

Lot A

Bounce Houses Are Not Allowed At Any Event, Unless Required Insurance Is Provided

3. The purposes of occupancy shall be limited to:

Dump Day on December 5, 2026
and shall be for no other purposes whatsoever.
Total length of event may not exceed 8 hours
Number of guests: flow Number of security: N/A

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
   - **Rental Fee: $1,200.00**
   - **Breakage/Clean up Fee: waived (refundable)**
   - **CFSA General Liability Insurance Fee: own**
   - **Total Rental Fees: $1,200.00**

   - **Rental fees of $1,200.00 paid on upon completion of this contract. (The rental fee of $600.00 is non-refundable if the event date is cancelled or the date changed.)**
   - **Signed Contracts due in the office on or before 10/5/2026.**
   - **Set-up, Balance are due in our office on or before 10/5/2026.**

****Failure to submit items by due date may result in a $100.00 late fee and/or cancellation of the event****

Actual costs may vary due to additional equipment, labor, damage, security, and/or other unanticipated costs.

Docusign Envelope ID: 9AD9BC69-B060-88E3-8070-F770B9A4C3FD

(Continued)

5. Renter agrees to pay the fees required by the Association and to guarantee the payment of:
   (a) Any money which may be payable to the Association under this agreement;
   (b) Any damage to Association property; and utility charges, if any.
   (c) Costs associated with removal of all property and the leaving of the premises in a condition satisfactory to Association.

6. The association shall have the right to audit and monitor any and all sales as well as access to the premises covered by this agreement at any time or all times for inspection.

7. Renter further agrees to indemnify and save harmless Association and the State of California their officers, the California Fair Services Authority, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by renter of the privileges herein granted.

8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.

9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: Exhibits below are incorporated as part of this rental agreement if applicable.

X	**Exhibit "A"**	**- Insurance Requirements**
X	**Exhibit "B"**	**- Rental Policy Summary**
X	**Exhibit "C"**	**- Rules and Regulations Governing Rental Space**
X	**Exhibit "D"**	**- Standard Contract Terms and Conditions**
X	**Exhibit "E"**	**- Security Requirements**
X	**Exhibit "F"**	**- State Fire Marshall Special Event Check List, Tent Information and Energized Equipment Guide**
N/A	**Exhibit "G"**	**- Special Rental Terms and Conditions**
X	**Exhibit "H"**	**- Reservation Form**

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(Continued)

14. FORCE MAJEURE. If either Contractor or the 21-A DAA will be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Contractor from prompt payment of any rent, taxes, insurance or any other charge required of Contractor, except as may be expressly provided in this Agreement.

15. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved, (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they are duly authorized by their respective governing bodies to execute the Agreement and that the Parties hereby agree to all terms and conditions set forth in this Agreement.

21-A District Agricultural Association
1850 W. Cleveland Ave.
Madera, CA 93637

By Signed by: Barbara Leach 233DE246598D43A... 10/19/2026
Authorized Signature Date

City of Madera, Renter
701 East 5th St.
Madera, CA 93637
559-661-5492

By Signed by: Arnold Rodriguez 0A0E86F5EEF74C2... 10/19/2026
Arnoldo Rodriguez Signature Date

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INSURANCE REQUIREMENTS

(revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

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Bareback, Saddle Bronc, or Mutton Busting; **$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping**; $1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of $100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be

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sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

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2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk

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Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

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EXHIBIT "B"

MADERA DISTRICT FAIR RENTAL POLICY SUMMARY **Revised 12/15/2023**

DATES AND DEPOSITS: Dates will be assigned up to one year in advance. Assignment will be on a first-come, first-served basis, except annual events which will be allowed two weeks after the close of their event to reserve, with deposit, their same date for the following year or dates reserved for Madera Fair use. If the deposit is not received, the Association will release the dates without notice.

TO RESERVE A DATE: 50% of the rental fee is required and is a non-refundable deposit. This deposit will be forfeited if event date is canceled or changed.

PAYMENT: Additional rental fees such as maintenance, cleaning/breakage deposit, insurance, security contract and all other fees and documents are due and payable **30 DAYS** prior to the event. If not, the event maybe subject to cancellation or a $100.00 late fee.

DEPOSIT: The Madera District Fair requires a cleaning/breakage deposit, the amount will be indicated on contracts and will be determined on the size of the event. The deposit is refundable within 5 business days after the event, less any fees for labor, cleanup, overtime, damages, etc.

SECURITY: Security is required for all functions. Renter is recommended to contract with Security Company from Madera Fair's pre-approved list. Security to begin at start of event until event concludes. 1 security for every 50 people is required and 1 extra guard for the parking lot. Hired Security Company has the authority to end an event if any of the following reasons occur: number of people exceeds the number of people on security agreement and or rental agreement, if minors are consuming alcohol, and if the public's safety is at risk. The Fair has the ultimate authority to determine the number of guards for each event.

RENTAL DATES and HOURS: The day before and day after are included with your rental. Time permitted daily at the venue is as follows: DAY BEFORE, 8am-4:30pm, DAY OF, 8:00am until **12:00am**, DAY AFTER, 8am-4:30pm. On day of the event, building must be ready to be closed by Midnight or renter will be subject to an overtime charge of $100.00 per hour. **Event must end at 11:00pm.** "Event" hours cannot exceed 8 hours.

INSURANCE: All renters will be required to provide PURCHASE evidence of insurance protecting the legal liability of the State of California and the 21-A District Agricultural Association from occurrences as to bodily injury and property damage. Insurance is purchased through the CFSA, California Fair Services Authority. The payment for insurance is taken at the time of reservation. (See Exhibit "A" Insurance Requirements)

ALCOHOL: Anyone planning to charge an admission fee, (either direct or donation) or sell alcoholic beverages (direct sales, script, or included in admission fee) MUST obtain a valid liquor license from the Department of Alcoholic Beverage Control (ABC), 3640 E. Ashlan, Fresno 93726, (209 225-6334). Alcoholic beverages in bottles must be served into cups from behind bar. Cans are permitted, but must be opened at the bar. Limit 2 open drinks per person. Renter must make reasonable effort to encourage responsible drinking and to prevent **minors** from drinking.

SET UP: Renter must submit a floor plan (layout) along with specifications for the event **2 MONTHS** prior to the day of the event. If set-up is not turned in on time renter will receive a standard set-up. All set-ups are limited to the ability of the Fair to provide the equipment requested. Any alterations requiring staff, to modify floor plan or to change the set up once the set-up has been approved may be charged a $50.00 fee.

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DECORATIONS: Renter may **NOT** use any of the following:
*Glitter *Tack Pins *Staples *Confetti *Cold Spark Fireworks
*Nails *Screws *Candles *Hay/Straw Bales
*Tape that can damage the surface of walls. (Duct tape, Masking tape, Packing tape)
*Animals, *unless approved by Fair Management*. (Service animals Ok).
*Vehicles, *unless approved by Fair Management.*
*Drone operation in halls or around Fairgrounds is prohibited, *unless approved by Fair Management.*
*Smoke machines with ground smoke are allowed. *Fair Management prefers C02 smoke machines*.

HVAC: Home Arts Hall is equipped with Evaporated Coolers ONLY! By signing the rental agreement, renter agrees to rent hall (s) in an as is condition. Hatfield Hall is equipped with 6 AC units.

FIRE HAZARD INFO:

*All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.
*Electrical extension cords shall be of the heavy-duty three wire (grounded), hard-usage type and limited to 20 feet in length.
*Electrical equipment and installation shall be inspected and approved by a qualified person.
*Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.
*NO blocking or obstruction of exit (s).
*Doors shall not be locked or chained.
*Decorative Materials shall be inherently flame resistive or treated.
*NO open flames of any kind in buildings, such as candles, fireworks, COLD SPARK FIREWORKS, wood/charcoal BBQ, firepits, propane tanks or unapproved cooking equipment.

CLEAN-UP: Buildings or grounds must be in same conditions as it was immediately prior to the event. If cleanup is required by the Fair, the renter will be charged at the current hourly rate per maintenance person (see labor charges below). Total charges will be deducted from the deposit, but not limited to the deposit. The renter is responsible for all charges and expenses resulting from damages to the buildings and/or grounds.

- All trash removed from hall and placed in provided exterior trash receptacles.
- Sweep and spot mop hall.
- Remove all personal and rented items from hall.
- Chairs must be placed on tables

LABOR CHARGES: $25.00 per hour for regular employee and $35.00 per hour for a supervisor.

LOST KEYS: $200.00 replacement key fee if key is lost or not turned in by renter.

AUTHORIZATION: Fair personnel may enter event or facility at any time. Fair personnel also have the authority to end an event if it is in the best interest of The Madera District Fair. Such actions that warrant the ending of an event, include but not limited to minors consuming alcohol, destruction of property, overcrowding, fighting, public safety etc. Violation of any of these may result in shutdown. **Renter is responsible for the action of the people at their event.

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STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor'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 (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)**
During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

   Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. **Amendment (GC 11010.5)**
Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**
This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. **Termination**
The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

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7. **Governing Law**
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)**
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. **Contractor Name Change**
An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. **Air or Water Pollution Violation (WC 13301)**
Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

THIS FORM MUST BE COMPLETED AND POSTED IN EACH BOOTH, BARN, EXHIBIT HALLS PRIOR TO EVENT

BOOTH CONSTRUCTION/LOCATION:

[ ] Minimum of 20 feet from any permanent structure.
[ ] All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.
[ ] Exit openings shall be a minimum of 3 feet wide and 6 feet 8 inches in height.

ELECTRICAL:

[ ] Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type.
[ ] Electrical equipment and installation shall be inspected and approved by a qualified person.

LIVESTOCK/BARN AREAS:

[ ] No space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances.
[ ] No storage of flammable or combustible liquids or machines.
[ ] Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.
[ ] The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
[ ] No parking of any vehicles in any barn or livestock areas.

RV PARKING:

[ ] The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
[ ] A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
[ ] All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.

FOOD SERVICES AREAS:

[ ] No use or storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents.
[ ] All cylinders must be secured to prevent tipping or falling over.
[ ] Cooking booths must be separated from non-cooking booths by 10 feet.
[ ] All Automatic Fire Extinguishing Systems (Hood System) have been serviced within the last six months.

Fire Extinguishers:

[ ] Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
[ ] Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
[ ] All portable fire extinguishers have been serviced by a SFM licensed company annually with a service tag attached.
[ ] The fire extinguisher must be mounted or secured so that it will not fall over.
[ ] All fire extinguishers must be visible and accessible.

Deep Fat Fry/flambé Cooking:

[ ] Deep fat Frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed.

Wood Barbecue Cooking:

[ ] No wood barbecue cooking inside of booths.
[ ] Only wood barbecue cooking shall be performed in areas away from public access.
[ ] No fuel wood shall be stored inside of booths.
[ ] Metal containers shall be provided for hot coal and ashes.

Charcoal Barbecue Cooking:

[ ] No charcoal barbecue cooking inside of booths or tents.
[ ] Only commercially sold charcoal fuel may be used.
[ ] Charcoal cooking shall be performed only in areas away from public access
[ ] Charcoal cooking shall be located a minimum of 15 feet from any booth
[ ] Charcoal cooking is at least 20 feet from any permanent structure.

EXHIBIT HALLS

[ ] No open flame.

Exiting

[ ] Illuminated exit sign.
[ ] No blocking or obstruction of exit.
[ ] Doors shall not be locked or chained.
[ ] Aisle width shall be maintained according to approved site plan.

Fire equipment

[ ] No blocking of fire hydrants.
[ ] No blocking of fire extinguishers.
[ ] No blocking of standpipe and fire hose cabinets.
[ ] No blocking of fire sprinkler systems.
[ ] No blocking of manual fire alarm pull stations.
[ ] No blocking of fire alarm audible/visual devices such as horns or strobes.
[ ] No blocking of first aide equipment.

Vehicle Static Display

[ ] Battery terminals disconnected.
[ ] Fuel tank shall be no more than 1/4 filled.
[ ] Locked or taped gas cap.

Decorative Materials

[ ] Shall be inherently flame resistive or treated.

I have reviewed and verified this check list that all applicable items listed above are in compliance.

Initial

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State of California

OFFICE OF THE STATE FIRE MARSHAL

FIRE & LIFE SAFETY DIVISION

Special Events and/or DAA Fairs

Sacramento Headquarters
2251 Harvard, Suite 130, Sacramento, CA 95814
(916) 568-2957

Monrovia Regional Office
602 E. Huntington Drive, Suite A
Monrovia, CA 91016
(626) 305-1908
(626) 305-5173 Fax

Web Site: http://osfm.fire.ca.gov

GENERAL:

Fire and life safety requirements shall be applicable to any exhibit space, booth, trailer or tent within the fairgrounds. This list is not meant to cover all possible situations and the Promoter or Fair is responsible for adhering to all applicable regulations.

1. Plans identifying the configuration of exhibit spaces shall be submitted to the SFM for review and approval 30 working days prior to the event. Plans shall indicate the location and size of all exit doors and aisles, and shall show exhibits both inside and outside of any building. Where seating is provided, the plan shall indicate the number of rows and seats between aisles. Final approval is subject to field inspections.
2. SFM may enter any portion of any exhibit space/ booth at any time for the purpose of inspecting the premises for fire and life safety.
3. No display or exhibit shall be installed or operated that will interfere or block in any way with access to any exit or with the visibility of any exit sign. No display shall block access to fire-fighting equipment, such as fire extinguisher stations, fire alarm pull stations, fire hose cabinets and fire hydrants or access by fire suppression vehicles or equipment.
4. The location of all hydrants, fire extinguishers, water barrels, etc. shall be clearly marked in all areas.
5. The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following:
    a. Fuel tank shall be no more than 1/4 filled and the gas cap shall be taped in place to deter removal.
    b. The battery or batteries shall be disconnected and the battery terminals taped with electrical tape.
    c. Vehicles shall be inspected by SFM.
6. No open flame is allowed in any Fair Building.
7. Bark dust or like material shall be kept moist at all times.
8. All carpet edges shall be securely taped in place. Carpeting shall only be used on the floor.
9. "NO SMOKING" signs shall be posted. Outside Smoking areas shall be provided with appropriate non-combustible containers for ashes.
10. A housekeeping program shall be maintained and adequate non-combustible trash receptacles shall be provided in all areas and all trash will be removed on a regular basis.

BOOTH CONSTRUCTION/LOCATION:

1. Booths shall be located a minimum of 20 feet from any permanent structure. If conditions warrant, distance may be reduced as approved by the SFM.
2. All fabric or pliable canopy covers, side/back drops and decorative material must be:
    a. Inherently fire resistive and labeled as such; or
    b. Treated by a SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with a SFM approved fire retardant chemical (*empty can and dated sales receipt may serve as proof).*
3. Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.

FIRE SAFETY TIPS:

1. Know where the fire extinguisher is located and how to use it.
2. Do not leave food cooking unattended.
3. Do not wear loose-fitting clothing when cooking.
4. Keep combustibles away from heat sources.
5. In case of emergency, dial 9-1-1.

ELECTRICAL:

1. Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type. No two-wire extension wiring shall be allowed. All extension wiring shall be protected from physical damage and shall be limited to 20 feet in length. This shall be temporary use.
2. Electrical equipment and installation shall be inspected and approved by a qualified person or concern acceptable to the SFM.

LIVESTOCK/BARN AREAS:

1. Heat production appliances, such as space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances which may be used for cooking purposes, shall not be permitted in the barn or livestock areas. Electrical devices in good repair and properly maintained and used in direct connection with the care of animals may be exempt from the above.
2. Smoking shall not be permitted within the barn, stable, or livestock areas, or in exhibits using sawdust, hay or like materials on the floor.
3. The storage of flammable or combustible liquids or machines containing such shall not be permitted inside any livestock areas.
4. Fire hoses, fire extinguishers or other fire equipment shall only be used in case of an emergency. These devices shall not be blocked or obstructed at any time.
5. The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
6. No vehicles shall be parked in any barn or livestock areas.

RV PARKING: Fire and life safety requirements shall apply to the use or parking of recreational vehicles on undeveloped sites on the fairgrounds.

1. Plans identifying the configuration of the site shall be submitted to SFM for review and approval at least 30 days prior to site development.
2. The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
3. A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.
4. All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.
5. Painted lines, fences, posts, ropes, etc. shall be used to designate roadways from vehicle parking areas.

FOOD SERVICES AREAS: Fire and life safety requirements shall be applicable for all food services areas, including temporary concession stands inside or outside of buildings and food concession trailers.

1. The use, storage and handling of any flammable or combustible liquid shall be subject to approval by SFM. Location of use and storage of any flammable or combustible liquid shall be noted on the plans prior to approval (see General Item #1)
2. The use and storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents is subject to approval by SFM. Location of use and storage of any portable container of LPG shall be noted on the plans prior to approval (see General Item #1). All cylinders must be secured to prevent tipping or falling over.
3. Commercial cooking may be allowed only in approved locations with approved equipment. SFM Approval is required prior to use.
4. Cooking booths must be separated from non-cooking booths by 10 feet.
5. A California licensed company shall service all Automatic Fire Extinguishing Systems (Hood System) every six months. The company performing the service shall either be licensed by the SFM and posses an Automatic Systems License, or posses a C-16 license issued by the California State Contractor's Licensing Board.

Fire Extinguishers:

1. Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
2. Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
3. All portable fire extinguishers must be serviced by a SFM licensed company annually, with a service tag attached.

Deep fat or flambé type cooking operations may require additional and/or larger units, as per the SFM. Fire extinguishers shall conform to the following:

a. The fire extinguisher must be mounted or secured so that it will not fall over.
b. It must be visible and accessible and away from cooking area.

Deep Fat Fry/flambé Cooking: Deep fat Frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed. Such enclosures shall conform to booth construction requirements as previously outlined, but the top of the enclosure shall be OPEN or, when required by the Health Department, shall be provided with METAL SCREENING with a minimum height of 7 feet.

Wood Barbecue Cooking:

1. Wood barbecue cooking is prohibited inside of booths.
2. Wood barbecue cooking shall be performed only in areas away from public access.
3. Distances from wood barbecues to permanent structures or festival booths shall be as approved by the SFM.
4. Fuel wood shall not be stored inside of booths.
5. Coals shall be disposed of only in metal containers that have been designated for such use and approved by the SFM. Dumping coals in trash containers is prohibited!

Charcoal Barbecue Cooking:

1. Charcoal barbecue cooking is prohibited inside of booths or tents.
2. Only commercially sold charcoal fuel may be used.
3. Charcoal cooking shall be performed only in areas away from public access and shall be located a minimum of 15 feet from any booth with a minimum of 20 feet from any permanent structure.

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These are common corrections regarding energized equipment. This list is not intended as an inclusive representation of all requirements.

Time

- Extension cords are allowed for less than 90 days.
- Not a substitute for permanent wiring.

General

- All identified electrical hazards shall be abated or corrected immediately.
- Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes and electrical shock or fire hazard shall not be used.
- Light weight non grounded extension cords are not acceptable.



Extension cords must be grounded.
Extension cords shall be not less than rated capacity of the portable appliance supplied by the cord.
Extension cords shall not be connected in series.

amage Protection

Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cord's be subject to environmental damage or physical impact.





- Extension cords shall be used only with portable appliances, not intended as permanent wiring.
- GFI protection is needed in wet conditions.

Relocatable Power Taps

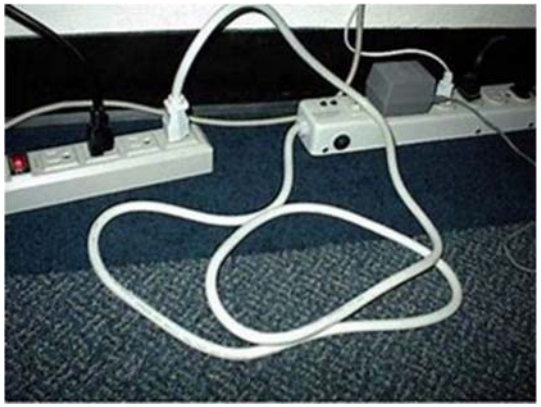
- The ampacity of the extension cords shall be not less than the rated capacity of the portable appliance supplied by the cord.



- Mulliplug adapters, such as cube adapters, unfused plug strips or any other device shall be prohibited.



- Daisy chaining is unacceptable.
- Not intended to be used in series with other relocatable power taps or into extensions cords.



- Relocatable power taps shall be directly connected to a permanently installed receptacle.

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- Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363.



- Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.
- A minimum 36" working clearance shall be maintained at Circuit Breaker Panels.

Generators

- Generators and other internal combustion power sources shall be separated from tents and permanent structure by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means.



- All generators shall be grounded and secured.
- At least on Class 2A-10BC fire extinguisher shall be provided with each generator or transformer.
- Flammable-liquid-fueled equipment shall not be used in tents.
- Storage of flammable and combustible liquids shall be stored outside in an approved manner and not less than 50 feet from tents.
- Refueling shall be performed in an approved location and not less than 20 feet from tents

Housekeeping and Miscellaneous

- Storage of combustible rubbish shall not produce conditions that will create a nuisance or a hazard to the public health, safety or welfare.
- No combustible materials shall be placed or stored within 10 feet of any building or structure.
- Do not block exits or exit pathways.
- Provide guards or barriers if potential damage to electrical cords.
- Appliances shall be plugged directly into a permanent receptacle.
- Portable electric space heaters shall be UL listed, with tip switch, and be plugged directly into a permanent receptacle
- Posts, fences, vehicles, trash, storage or other materials shall not be placed or kept near fire hydrants in a manner that would prevent such hydrants from being immediately discernible.

Revised 06/18

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Exhibit "F"

State of California

OFFICE OF THE STATE FIRE MARSHAL

FIRE & LIFE SAFETY DIVISION

Energized Equipment Informational Guide

Sacramento Headquarters
2251 Harvard, Suite 130, Sacramento, CA 95814
(916) 568-2957

Monrovia Regional Office
602 E. Huntington Drive, Suite A
Monrovia, CA 91016
(626) 305-1908
(626) 305-5173 Fax

Web Site: http://osfm.fire.ca.gov

Docusign Envelope ID: 9AD9BC69-B060-88E3-8070-F770B9A4C3FD

Exhibit "F"

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division
2251 Harvard Street, Suite 130
SACRAMENTO. CA 95815
(916) 568-2960
Website: www.osfm.fire.ca.gov

Purpose:

The purpose of this document is to provide the festivities coordinator, owner, lessee and the vendors the necessary information to ensure that tents used are in conformance with California State law.

Scope: **2016 CFC 3101**

Tents, temporary stage canopies and membrane structures shall comply with this chapter. The provisions of Section 3103 are applicable only to temporary tents and membrane structures. The provisions of Section 3104 are applicable to temporary and permanent tents and membrane structures. Other temporary structures shall comply with the California Building Code.

These building standards govern the use of tents, awnings or other fabric enclosures, including membrane (air-supported and air-inflated) structures and places of assemblage, in or under which 10 or more persons may gather for any lawful purpose.

California Code of Regulations, Title 19, Division 1, 303. (a) and (b)

(a) The provisions of California Code of Regulations, Title 19, Division 1, Chapter 2 apply to the sale, offering for sale, manufacture for sale, rental and use of tens within this state.
(b) For building standards relating to tents and membrane structures, see California Code of Regulations, Title 24, Part 9.

Approval Required: 2016 CFC 105.7.16 & 3103.2

A permit is required to use tents for places of assembly, ceremony, fairs and carnivals, worship, cooking, display of vehicles or equipment, competition, or the like. *Exception:* A tent permit is not required for funeral services.

Tents, with or without sides, having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

Use Period: 2016 CFC 3103.5

Tents shall not be erected for a period of more than 180 days within a 12-month period on a single premise.

Construction Documents: 2016 CFC 3103.6 & CBC 107.2.5

A detailed site and floor plan for tents or membrane structures with an occupant load of 50 or more shall be provided with each application for approval. The tent or membrane structure floor plan shall indicate details of the means of egress facilities, seating capacity, arrangement of the seating and location and type of heating and electrical equipment.

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Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

Stage Canopies Documents: 2016 CFC 3105.2

Temporary stage canopies in excess of 40 square feet shall not be erected, operated or maintained for any purpose without first obtaining approval and a permit from the fire code official and the building official.

Required Documents: 2016 CFC 3103.5

Construction documents shall be prepared in accordance with CBC by a registered design professional and include:

1) A summary sheet showing the building code used, design criteria, loads and support relations.
2) Detailed construction and installation drawings.
3) Design calculations.
4) Operating limits of the structure explicitly outlined by the registered design professional including environmental conditions and physical forces.
5) Effects of additive elements such as video walls, supported scenery, audio equipment, vertical and horizontal coverings.
6) Means for adequate stability including specific requirements for guying g and cross-bracing, ground anchors or ballast for different ground conditions.

Designation of responsible part: The owner of the temporary stage canopy shall designate in writing a person to have responsibility for the temporary stage canopy on site. The designated person shall have sufficient knowledge of the construction documents, Manufacturer's recommendations and operations plan to make judgements regarding the structure's safety and coordinate with the fire code official.

Operations plan: The operations plan shall reflect manufacturer's operation guidelines, procedures for environmental monitoring and action to be taken under specified conditions consistent with the construction documents.

Independent Inspector: 2016 CFC 3103.6.1

The owner of a temporary stage canopy shall employ a qualified, independent approved agency or individual to inspect the installation of a temporary stage canopy.

Inspection Procedure: 2016 CFC 3103.7

The State Fire Marshal's Office will conduct an inspection to determine compliance with these requirements. In the event fire and life safety violations are found, the responsible person will be given one opportunity for compliance. Failure to adhere to these requirements may result in closure of the

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respective operation. It shall be the responsibility of the promoter to insure vendors are aware of these regulations.

Location & Access: 2016 CFC 3103.8

Access. Fire apparatus access roads shall be provided in accordance with Section 503.

Location. Tents or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents or membrane structures, parked vehicles or internal combustion engines. For the purpose of determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure or tent.

[CCR, Title 19, Division 1, § 312*] Vehicles necessary to the operation of the establishment shall be parked at least 20 feet from any tent. No other vehicle shall be parked less than 100 feet from any tent except vehicles parked on a public street shall park at least 20 feet from any tent.*

Required Anchorage: 2016 CFC 3103.9

Tents or membrane structures and their appurtenances shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability shall be furnished to the fire code official on request.

Fabric Certification and Labeling for LARGE Tents: CCR, Title 19, Division 1

Before a permit is granted, the owner or agent shall file with the fire department a Certificate of Flame Resistance issued by a State Fire Marshal approved testing laboratory or by a State Fire Marshal approved applicator of a State Fire Marshal approved flame retardant chemical or by a State Fire Marshal approved manufacturer certifying that the tent(s) and their appurtenances; sidewalls, drops, tarpaulins, floor coverings, bunting and combustible decorative materials and effects, including hay and sawdust when used on floors, has been treated in an approved manner or is made of State Fire Marshal approved and listed inherently flame resistant fabric and that the flame retardant treatment is effective for the use period specified by the permit. Tent tops and sidewalls shall have a permanently affixed label by a California State Fire Marshal licensed applicator or manufacturer bearing the following information:

1) The Seal of Registration
2) If treated fabric, the name and registration number of the approved application concern and approved chemical used, and the date of treatment.
3) If registered fabric, the trade name and registration number of the approved fabric, and the date of production.

Label: 2016 CFC 3104.3

Tents shall have a permanently affixed label bearing the identification of size and fabric or material type.

Required Labels:

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Certificate of Flame Resistance

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR _____ ADDRESS _____

CITY _____ STATE _____

Certification is hereby made that: (Check "a" or "b")

(a) The articles described on the reverse side of this Certificate have been treated with a flame retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used _____ Chem. Reg. No. _____

Method of application _____

(b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used _____ Reg. No. _____

The Flame Retardant Process Used _____ Be Removed By Washing

(Can or can not)

(Name of Applicator or Production Superintendent) By _____ (Name) (Title)

FR-1


24 pt. type
WARNING
16 pt. type
KEEP ALL FLAME AND HEAT SOURCES AWAY FROM THIS TENT FABRIC
12 pt. type
This tent is made with flame-resistant fabric which meets CPAI-84 specifications. It is not fire proof. The fabric will burn if left in continuous contact with any flame source.
The application of any foreign substance to the tent fabric may render the flame resistant properties ineffective.

Required Certificate

Fabric Certification and Labeling for SMALL Tents: CCR, Title 19, Division 1

Small tents shall have a permanently affixed label bearing the following information as specified in CPAI-84.

1) Certification- A statement that the materials used in the manufacture of the item meet the flame resistance requirements of CPAI-84.
2) Manufacturer Identification.
3) Warning label stating the following: Warning, Keep all flame and heat sources away from this tent fabric. This tent is made with flame resistant fabric which meets CPAI-84 specifications. It is not fireproof. The fabric will burn if left in continuous contact with any flame source. The application of any foreign substance to the tent fabric may render the flame resistant properties ineffective.

Combustible Materials for Assembly Occupancies: CCR Title 19, Division 1

No person shall use or display any combustible decorations such as hay, straw, shavings, dry vegetation, large dimensions of fabric, for example curtains, tablecloths and other decorations or visual effects, or any other hazard, without first treating said material with a State Fire Marshal approved fire retardant chemical. All treated material shall have proof of treatment affixed to it in accordance with the State Fire Marshal's regulations. A 3" x 3" sample of the decorative fabric shall be submitted for acceptance, at least 72 hours in advanced, and accompanied by a Certificate of Flame Resistance. *Exception:* Materials necessary for the daily feeding and care of animals.

Fire Protection: CCR, Title 19, Division 1, 2016 CFC 3104.12

Portable fire extinguishers shall be located in conspicuous locations where they will be readily accessible and immediately available for use along normal paths of travel. Portable fire extinguishers shall not be

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obstructed or obscured from view and shall be provided with a locating sign when deemed necessary by the authority having jurisdiction.

1) One Class 2A-10BC fire extinguisher shall be provided in every tent having a floor area between 500 square feet and 1000 square feet. One additional fire extinguisher shall be provided for each additional 2000 square feet or fraction thereof or at the discretion of the authority having jurisdiction. [Title 19]
2) Tents having a capacity of 1000 or more persons shall be protected on each of the long sides with fire hose lines of at least 1 ½ inch internal diameter and of sufficient length to reach either end of the tent. The water supply shall be either from the public water mains or from tanks having a capacity of not less than 500 gallons. There shall be at least 65 pounds of flowing pressure at the nozzle of the hose line when a ½ inch tip is used. [Title 19]
3) Any booth or tent using combustible or flammable liquids must have a U.L. listed fire extinguisher with a rating of not less than 2A:10B:C, be fully charged, bearing the California State Fire Marshal label and be placed in an accessible location near the exit of the structure. [Title 19, 2013 CFC]
4) Every tent which prepares or serves heated food shall be equipped with a 2A:10B:C fire extinguisher bearing a current California State Fire Marshal service tag, and be fully charged, and placed in an accessible location near the exit of the structure. Or a new fire extinguisher, minimum five (5) pounds, with the sales receipt taped to the side of it for visual inspection. [Title 19, AHJ]
5) At least one Class 10BC fire extinguisher shall be provided with each generator or transformer. [Title 19]

Fire Protection for Cooking: CCR, Title 19, Division 1

A K-rated fire extinguisher shall be provided for all cooking applications utilizing grease or combustible cooking media. (vegetable or animal oils or fats)

Fire Safety Personnel: CCR, Title 19, Division 1

The owners or operators of any tent used as a place of assemblage shall provide at least one qualified fire safety person in every tent having a capacity of 500 persons and one additional qualified person for each 1,000 additional persons or fraction thereof. Such persons shall be on duty in the tent at all times when the tent is open to the public. They shall be proficient in the handling of fire extinguishers and equipment and shall be familiar with the fire and panic safety regulations. The individual designated under this section shall meet the approval of the fire authority having jurisdiction.

Standby Personnel: 2016 CFC 3104.20-3104.20.1

When in the opinion of the fire code official, it is essential for public safety in a tent due to the use or the nature of the activity the owner, agent or lessee shall employee one or more qualified persons as required and approved to remain on duty during the times such places are open to the public and or activities are being conducted. Standby personnel shall keep diligent watch for fires and take prompt measures for extinguishment, assist in evacuation, and call 9-1-1.

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Crowd Managers: 2016 CFC 3104.20.2

There shall be trained crowd managers or crowd managers/supervisors at a ratio of one crowd manager/supervisor for every 250 occupants.

Abatement of Fire and Panic Hazards: CCR, Title 19, Division 1

Any condition that presents a fire hazard, would contribute to the rapid spread of fire, interfere with the rapid exit of persons from the tents, or interfere with or delay the extinguishment of a fire, shall be immediately corrected as ordered by the enforcing authority.

Housekeeping and Combustible Vegetation: 2016 CFC 3104-21

The areas within and adjacent to the tent shall be maintained clear of all combustible materials and vegetation that could create a fire hazard within 30 feet. Combustible trash shall be removed at least once per day during the period that the tent is occupied by the public. The accumulation of combustible trash in the form of papers, boxes, etc., when stored next to open flame or hot cooking devices present a tremendous fire hazard. Hot oil can ignite other items and can cause serious and/or lethal burns. Use common sense and pay attention! Do not block your exits - always leave a clear and open path to the outside when you are working in a portable structure.

Weed Abatement and Vegetation Removal: CCR, Title 19, Division 1

Vegetation, weeds, hay, straw trash, flammable materials and the like, shall be removed and stored a minimum of 50 feet from a tent.

Combustible Waste Material: 2016 CFC 3104.22

The floor surface inside tents and the grounds outside and within 30 feet in perimeter shall be kept free of combustible waste and other combustible materials that could create a fire hazard.

Clearance: 2016 CFC 3104.11

There shall be a minimum clearance of at least 3 feet between the fabric envelope and all contents located inside membrane structures.

Smoking: CCR, Title 19, Division 1 & 2016 CFC 3104.6

Smoking shall not be permitted in tents or in any areas adjacent to where hay or other highly flammable materials are kept. Approved NO SMOKING signs shall be conspicuously posted in all tents open to the public and wherever otherwise specified by the enforcing authority.

Open Flames: 2016 CFC 3104.7 & CCR Title 19, Division 1

Open flame or other devices (candles, torches, and the like) emitting flame, fire or heat, lanterns or any flammable or combustible liquid, gas, charcoal or other cooking device, shall not be permitted inside or located within 20 feet of a tent unless approved by the fire code official.

Fireworks: 2016 CFC 3104.8 & CCR Title 19, Division 1

Fireworks shall not be used within 100 feet of tents or membrane structures.

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Heating and Cooking Equipment: 2016 CFC 3104.7, 3104.15 & AHJ

1) Electrical heating and cooking equipment shall comply with the California Electrical Code.
2) Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent while open to the public unless approved by the fire code official.
3) Heating and cooking equipment shall not be located within 10 feet of exits or combustible materials.
4) Tents with sidewalls or drops where cooking is performed shall be separated from other tents by a minimum of 20 feet.
5) Outdoor cooking that produces sparks or grease laden vapors shall not be performed within 20 feet of a tent.
6) Solid flammables, butane or other similar devices which do not pose an ignition hazard shall be approved for cooking demonstrations and warming of food. Solid fuel cooking shall be isolated from contact with the public by physical guards, fencing, or enclosure.
7) Electrical heating and cooking equipment shall be approved by the fire code official.
8) All commercial cooking equipment located inside of a trailer or fully enclosed constructed booth made of permanent materials shall be provided with an approved automatic fire extinguishing system which is U.L. 300 compliant, bearing an approved service label as certified by the Office of the State Fire Marshal.
9) All barbeque cooking shall be conducted only outside of tents. Gas-fired barbeque shall be placed a minimum of 20 feet from any structure, overhang or fabric.
10) Solid fuel cooking shall be a minimum of 20 feet from any structure, overhang or fabric.
11) No combustible or flammable liquids shall be heated directly on any heater or cooking appliance. Substance such as candle wax shall be melted in containers set in boiling water (double boiler) to keep the wax from reaching its ignition temperature.
12) All deep fryers and other cooking appliances (i.e. pots, pans, woks, etc.) with a capacity of one (1) gallon (4 quarts) of cooking oil or more shall be kept outside of tents, trailers, or the like and placed a minimum of 20 feet away, or shall be located under a commercial kitchen hood provided with a U.L. 300 compliant fire extinguishing system bearing an approved service label as certified by the Office of the State Fire Marshal.

Compressed Gas Cylinders: 2016 CFC 3104.16.2-3104.16.3

1) Propane fired devices must be approved by Underwriters Laboratories (UL) or by the American Gas Association (AGA). These labels must be accessible for inspection.
2) Liquefied Petroleum (LP) gas containers of 500 gallons or less shall be located outside of the tent with a minimum separation distance of least 10 feet between container and structure and shall have the safety release valve pointed away from the tent.
3) Liquefied Petroleum (LP) gas containers of 500 gallons or more shall be located outside of the tent with a minimum separation distance of least 25 feet between container and structure and shall have the safety release valve pointed away from the tent.
4) All cylinders shall be stored in an upright position, adequately secured in place and protected to prevent accidental tip-over, tampering, unauthorized movement and damage by vehicles or other hazards.

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5) Cylinders not in use shall be capped.
6) All compressed gas cylinders in use shall be equipped with individual regulators with approved hose and appliances.
7) All L.P. gas cylinders shall be within current hydrostatic test date, (no more than 12 years from date of manufacture, or no more than five (5) years from last hydrostatic test).

Flammable and Combustible Liquid Storage: 2016 CFC 3104.17

Flammable-liquid-fueled equipment shall not be used in tents. Storage of flammable and combustible liquids shall be stored outside in an approved manner and not less than 50 feet from tents. Refueling shall be performed in an approved location and not less than 20 feet from tents

Electrical: 2016 CFC & CEC

Electrical equipment and installations shall comply with the California Electrical Code.

Some temporary lighting may require an electrical permit. Contact the City of Elk Grove Building Department for requirements. Before an extension cord can be used with a portable appliance all the following must be met:

1) Extension cords shall be plugged directly into an approved receptacle.
2) Extension cords shall serve only one appliance or fixture.
3) Extension cords shall not exceed 75 feet in length and be no smaller than 16 gauge wire.
4) The current capacity of the cord shall not be less than the rated capacity of the appliance or fixture.
5) The extension cord is maintained in good repair, without splices, deterioration or damage.
6) The extension cord shall be of the grounded type when servicing grounded appliances or fixtures.
7) If an extension cord has to go across a traffic area, then an approved traffic pad shall be used. (All extension cords shall be secured to prevent a tripping hazard).
8) Extension cords shall not be connected in series.

Internal Combustion Power Sources – Generators and Similar Equipment: 2016 CFC 3104.19

Generators and other internal combustion power sources shall be separated from tents by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means. All tripping hazards shall be secured.

Display of Motor Vehicles: 2016 CFC 3104.18

Batteries shall be disconnected in an appropriate manner. Vehicles shall not be fueled or defueled within and tent. Fuel tanks shall not exceed one-quarter of the tank capacity or 5 gallons whichever is less. Fuel systems shall be inspected for leaks and fuel tank openings shall be sealed to prevent the escape of vapors.

Seating Arrangements: 2016 CFC 3103.11

Where chairs and/or tables are used, the arrangement shall be such to provide aisles 44” wide where obstructions are placed on both sides.

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With standard row seating, the spacing of chairs shall provide a space of not less than 12” from the back of one chair to the front of the most forward projection of the chair immediately behind. The rows of chairs shall be spaced not less than 33” back to back.

There shall be no more than 14 seats in any row of seats with aisles at each end. All loose seats, folding chairs or similar seating facilities that are not fixed to the floor shall be bonded together in groups of not less than three. EXCEPTION: When not more than 200 such seats, chairs or facilities are provided, bonding thereof may be deleted. [CCR Title 19 Division 1]

Aisles:

The width of aisles without fixed seating shall be a minimum of 44 inches in seating areas and be progressively increased in width to provide not less than one foot of aisle width for each 50 persons served by the aisle. Arrangement of aisles shall be subject to approval by the fire code official.

Exiting and Occupant Load: 2016 CFC 3103.12

Tents shall have proper exiting in place. Each tent shall at least one exit and no less than the number of exits as indicated in the table below. Number of exits are based on the size of the tent, number of walls (sides) and occupant load. Maximum occupant load signs shall be posted when required by the fire code official.

Exits shall be spaced at approximately equal intervals around the perimeter of the tent and shall be located such that all points within the tent are within 100 feet or less from an exit.

OCCUPANT LOAD	MINIMUM NUMBER OF MEANS OF EGRESS	MINIMUM WIDTH OF EACH MEANS OF EGRESS (inches)	MINIMUM WIDTH OF EACH MEANS OF EGRESS (inches)
		Tent	Membrane
10 to 199	2	72	36
200 to 499	3	72	72
500 to 999	4	96	72
1,000 to 1,999	5	120	96
2,000 to 2,999	6	120	96
Over 3,000[a]	7	120	96

For SI: 1 inch = 25.4 mm.

a. When the occupant load exceeds 3,000, the total width of means of egress (in inches) shall not be less than the total occupant load multiplied by 0.2 inches per person.

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Exit Signs: 2016 CFC 3103.12.6 & 3103.12.61

otherwise necessary to indicate clearly the direction of egress where the exit serves an occupant load of 50 or more.

Exit signs shall be either listed and labeled in accordance with UL 924 as the internally illuminated type and used in accordance with the listing or shall be externally illuminated by luminaires supplied in either of the following manners:

1) Two separate circuits, one of which shall be separate from all other circuits, for occupant loads of 300 or less.
2) Two separate sources of power, one of which shall be an approved emergency system, shall be provided where the occupant load exceeds 300. Emergency systems shall be supplied from storage batteries or from the on-site generator set, and the system shall be installed in accordance with the *California Electrical Code*. The emergency system provided shall have a minimum duration of 90 minutes when operated at full design demand.

Exits shall be clearly marked with exit signs in tents having an occupant load of 50 or more. Illuminated exit signs shall be installed at all required exit doorways for occupant lads of 51 to 299 person or as determined by the fire code official. Illuminated exit signs shall be an approved self-luminous type or shall be internally illuminated. Two separate circuits are required, one of which separate from all other circuits. For occupant loads of 300 or more, two separate sources of power, one of which is an emergency system consisting of onsite storage batteries or and on site generator, shall be provided.

Emergency Lighting 2016 CFC 3103.12.7

Means of egress illumination shall be provided whenever the tent is occupied. An intensity of not less than one foot-candle at floor level is required. Fixtures shall be supplied form a separate circuit or source of power. In the event of power failure an emergency electrical system shall automatically illuminate the means of egress system.

Parking of Vehicles

Vehicles necessary to the operation of the establishment and parked on a public street shall be parked at least 20 feet from any tent. No other vehicles shall be parked less than 100 feet from any tent.

Docusign Envelope ID: 9AD9BC69-B060-88E3-8070-F770B9A4C3FD

EXHIBIT "H"
CONTRACT # 26-115
Form Rev. 12-18-2025

2026 INTERIM FACILITY RESERVATION FORM

DATE OF EVENT: December 5, 2026 TYPE OF EVENT: Dump Day FACILITY: Lot A

RENTER: City of Madera PHONE NUMBER: 559-661-5492 - Gabriela Salazar
MUST BE 18 or OLDER

ADDRESS: 201 East 5th St CITY: Madera, CA 93638

CONTACT: signer - Joseph Hebert # ATTENDING: EVENT HOURS: 7-12pm - operation 6-2pm - set up / clean up.

PUBLIC EVENT? yes ALCOHOL SERVED? NO ALCOHOL SOLD? NO

EMAIL: jhebert@madera.gov gsalazar@madera.gov.

DESCRIPTION	AMOUNT
RENTAL FEE	$1200 -
BREAKAGE/CLEAN-UP FEE	N/A
CFSA INSURANCE FEE	own.
ADDITIONAL CHARGES	$ 0
TOTAL AMOUNT	$1200 -
NON-REFUNDABLE DEPOSIT	$ 600 -

DATE	RECEIPT #	AMOUNT	BALANCE

Home Arts Hall is equipped with EVAPORATED COOLERS ONLY! By signing the rental agreement, renters agree to rent hall(s) as is condition. Hatfield Hall is equipped with 6 AC units. RENTER INITIALS: _____

**** $50 fee will be applied for changes made to set up within 2 weeks of event.* Renters Initials: _____***

NOTES:

- City will sweep lot after event.

LAST CONTRACT #:

DATES CONTRACT SENT:		
	DUE	RECEIVED
SIGNED CONTRACT		
BALANCE		
SECURITY CONTRACT		
SET-UP		
INSURANCE		
CFSA INSURANCE CONTROL #		
LIQUOR LIABILITY INSURANCE		
LIQUOR LICENSE		
% OR RV GUARANTEE		
WEBSITE/CALENDARS		
SET UP TO MAINTENANCE		
Signature:	Date:	Date:

Key#

Docusign Envelope ID: 9AD9BC69-B060-88E3-8070-F770B9A4C3FD

EXHIBIT "H"
CONTRACT #
Form Rev. 12-18-2025

2026 INTERIM FACILITY RESERVATION FORM

Important Policy Notices - Please Read Carefully

1. A non-refundable reservation fee is due upon booking of the function to guarantee hold on rental. This money will be forfeited if rental date is changed or cancelled.

2. Final payment & copies of all rental documents, such as security contract, general & alcohol insurance, alcohol license or permits and setup that are required must be on file in the Fair Office **60 days** prior to your event or the event may be cancelled. **DUE DATE:** October 5, 2026

3. Fair personnel may enter an event or any facility at any time. Fair personnel also have the authority to end an event if it is in the best interest of the Madera District Fair. Such actions that warrant the ending of an event are minors consuming alcohol, destruction of property, overcrowding, fighting, public safety, etc. Renter is responsible for the actions of the people attending their event.

4. 4. By submitting and signing this reservation form, I understand and acknowledge that the MDF has fully explained the reservation and contracting process, including the specific terms and conditions to be included in the contract. Further, I understand that by holding my reservation the MDF will incur certain expenses in processing the contract and that the date(s) I have requested will be unavailable to other potential contractors, which may result in lost revenue to the MDF if I subsequently choose not to execute the contract. I fully understand that in submitting this reservation request and to cause the MDF to hold the requested date (s) for my event, I am required to pay a non-refundable deposit. Because time is of the essence, I also understand and agree that I will execute the contract and return the signed Rental Agreement to the MDF office by the specified date. I further understand and agree, that in the event I fail to sign and return the agreement to the MDF office within the specified date, that this will constitute a material breach of this reservation agreement; that the MDF will have been damaged; that the number of damages is speculative and uncertain; and that I will forfeit, at the sole discretion of the district, the entire deposit as liquidated damages for the breach of this agreement.

By signing, I acknowledge that I fully understand and agree to the terms of this rental form.

RENTERS SIGNATURE: X Signed by: Arnold Rodriguez 0A0E86F5EEF74C2... 10/7/2026

NOTES:

ATTACHMENT 2

Resolution approving Amendment No. 1 to the Municipal Solid Waste Franchise Agreement between the City of Madera and Mid Valley Disposal for planning and implementation of one bulky waste Dump Day Event in an amount not to exceed $42,742

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENT NO. 1 TO THE MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF MADERA AND MID VALLEY DISPOSAL FOR PLANNING AND IMPLEMENTATION OF ONE BULKY WASTE DUMP DAY EVENT IN AN AMOUNT NOT TO EXCEED $42,742

WHEREAS, the City of Madera (City) committed to two bulky waste Dump Day events in partnership with Mid Valley Disposal under the California Department of Transportation (Caltrans) Community Cleanup and Employment Pathways (CCEP) grant; and

WHEREAS, Mid Valley Disposal is the City's existing Municipal Solid Waste Franchisee and will provide event planning, coordination, collection, transportation, disposal, and related services; and

WHEREAS, the proposed first amendment to the Franchise Agreement provides for compensation in an amount not to exceed $42,742.00 for all of Mid Valley Disposals activities related to the December 5, 2026, event; and

WHEREAS, the event is being funded by the California Department of Transportation (Caltrans) Program Community Cleanup and Employment Pathways grant.

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

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 1 to the Municipal Solid Waste Franchise Agreement between the City of Madera and Mid Valley Disposal, attached hereto as Exhibit A and incorporated herein.
3. This Resolution is effective immediately upon adoption.

****

Exhibit A – Amendment No. 1

AMENDMENT NO. 1
TO MUNICIPAL SOLID WASTE FRANCHISE
BETWEEN
CITY OF MADERA
AND
MID VALLEY DISPOSAL, LLC

WHEREAS, the City of Madera ("City") and Mid Valley Disposal, LLC ("Franchisee") entered into that certain Municipal Solid Waste Franchise Agreement dated August 03, 2022 ("Agreement"); and

WHEREAS, the Agreement establishes the locations, frequency of solid waste disposal services, and applicable fees for services; and

WHEREAS, the City desires to incorporate a bulky waste disposal event in conjunction with the recently awarded Community Cleanup and Employment Pathway (CCEP) Grant; and

WHEREAS, the parties desire to amend the Agreement to establish services to be provided for the disposal event scheduled for December 5, 2026, including appropriate fees without otherwise modifying the terms and conditions of the Agreement.

NOW, THEREFORE, the City and Franchisee agree as follows:

SECTION 1. Exhibit A of the Agreement titled “Provided Services,” Section F. titled “Special Collection Programs,” is hereby amended by the addition of the following as subsection 10 to said Section F:

(10) Dump Day Event to be held December 5, 2026: Franchisee shall provide the following:

i. Event Planning and Coordination
   a. Coordinate with the City’s designated representative to develop an event implementation
   b. plan for both events.
   c. Contact, schedule, and coordinate appropriate Consultants, subcontractors, transportation providers, equipment providers, and other service providers necessary to successfully conduct the events.
   d. Coordinate the delivery, placement, servicing, and removal of collection containers, roll-off bins, trucks, traffic control equipment, signage, and other necessary equipment.
   e. Identify anticipated staffing, equipment, container capacity, collection needs, and disposal requirements based on the event scope and projected participation.
   f. Provide the City with an event operations plan outlining the proposed site layout, traffic flow, collection areas, material separation procedures, staffing assignments, and anticipated hauling and disposal arrangements.
   g. Coordinate event logistics and communicate any anticipated operational issues, Consultant scheduling conflicts, equipment needs, or other concerns to the City in a timely manner.

ii. Collection and Disposal of Materials. The Consultant shall coordinate the

collection, transportation, and proper disposal, recycling, or recovery of all materials accepted at the events. Responsibilities shall include:

a. Providing or coordinating the necessary collection containers, hauling vehicles, transportation
b. services, and disposal arrangements.
c. Establishing separate collection areas or containers for designated material categories, as appropriate, to facilitate efficient collection and proper handling.
d. Ensuring collected materials are transported to appropriate, authorized disposal, recycling, or
e. processing facilities, as applicable.
f. Coordinating the timely removal and servicing of containers to prevent overflow, excessive accumulation, and interruption of event operations.
g. Ensuring materials are handled and disposed of in accordance with applicable laws, regulations,
h. facility requirements, and approved waste handling procedures.
i. Providing disposal, recycling, or weight documentation available from receiving facilities, including load tickets, weight receipts, or other records reasonably requested by the City.
j. Identifying any materials that cannot be accepted, safely handled, transported, or disposed of through the event and promptly notifying the City when such materials are encountered.
k. The Consultant shall not direct prohibited or hazardous materials into the general waste stream or accept materials outside the City-approved event guidelines.

iii. Accepted and Prohibited Materials

a. The Consultant shall establish collection procedures consistent with the City-approved event flyer and any subsequent written direction from the City.
b. Accepted materials may include:
   - Furniture
   - Appliances
   - Metals
   - Wood
   - Electronic waste (e-waste)
   - Green waste
   - General trash
   - Mattresses
c. Prohibited materials include, but are not limited to:
   - Lawnmowers and other two-stroke motor equipment
   - Automotive parts and tires
   - Construction or demolition materials
   - Light bulbs and fluorescent tubes
   - Flammable or hazardous materials, including motor oil, grease, and coolant
   - Acids, oxidizers, bases, pool chemicals, and cleaners
   - Pesticides and herbicides
   - Hypodermic needles, medical waste, and other regulated waste

- Paint, paint thinners, lacquers, and wood stains
- Liquids
- Batteries and items containing batteries
- Dirt, rock, sod, and asphalt
- Drums exceeding the City-approved acceptance criteria, including 50-gallon drums
- Items exceeding four (4) feet in length or 150 pounds
- Compressed gas cylinders and propane tanks

d. The Consultant shall not independently authorize acceptance of prohibited materials or expand the accepted material list without prior written City approval.

iv. Site Cleanup and Restoration

a. Coordinate the removal of collection containers, collected materials, and Consultant-provided equipment.
b. Remove debris generated by the Consultant's operations and leave the designated event area in a clean and orderly condition.
c. Inspect the collection and unloading areas for residual debris and coordinate any
d. necessary cleanup.
e. Report any damage to the event site, parking lot, or other property observed during
f. operations.

v. Post-Event Reporting. Within ten (10) business days following each event, the Consultant shall provide the City with a written event summary that includes, to the extent available:

a. A summary of services performed and operational issues encountered.
b. Estimated or documented quantities or weights of materials collected, by material
c. category where available.
d. Disposal, recycling, or processing facility documentation.
e. A summary of traffic, safety, resident access, or prohibited material issues.
f. Recommendations for improving the planning and operation of future events.

SECTION 2. Exhibit D to the Agreement titled "Fees" is amended by the addition of the following table after the table labeled Miscellaneous:

December 5, 2026, bulky waste Dump Day Event			
	Factor*	**Rate**	**Expense**
Driver/Employee	168	$ 49.00	$ 8,232.00
Helper	224	$ 30.00	$ 6,720.00
Truck	67	$ 200.00	$ 13,400.00
Supervisor	24	$ 75.00	$ 1,800.00
Breakdown/Setup		$ 3,850.00	$ 3,850.00
Trash	100 tons	$ 29.40	$ 2,940.00
Organics	40 tons	$ 35.00	$ 1,400.00
Meals			$ 1,150.00
Mattresses	2	$ 900.00	$ 1,800.00
Supplies			$ 1,450.00
		Grand Total	**$ 42,742.00****

*Factor column provides estimated hours/materials and may change based on actuals.
**While specific line items may be adjusted based on actual Factor after conclusion of the event, total fees paid by City to Franchisee for the December 5, 2026, disposal event shall not exceed a total of $42,742.00.

SECTION 3. Except as otherwise specifically modified by this First Amendment, all other terms and provisions of the Municipal Solid Waste Franchise Agreement shall remain in full force and effect.

SECTION 4. The First Amendment to the Municipal Solid Waste Franchise Agreement shall be effective on November 18, 2026.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

City of Madera

By: _____
Cecelia K. Gallegos, Mayor

APPROVE AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Mid Valley Disposal, LLC

By: _____
Contractor (signature)

_____
Printed Name and Title

ATTACHMENT 3

Municipal Solid Waste Franchise Agreement Approved August 3, 2022

RESOLUTION NO: 22-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ("City"), APPROVING A FRANCHISE AGREEMENT WITH MID VALLEY DISPOSAL ("Franchisee") FOR SOLID WASTE AND RECYCLING SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE FRANCHISE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and

WHEREAS, pursuant to California Public Resources Code Section 40059 (a), the City Council has determined that that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial and commercial premises in the City; and

WHEREAS, The City and Franchisee entered a Solid Waste and Recycling Services Agreement effective from January 1, 2013, to December 31, 2022 ("Prior Agreement"); and

WHEREAS, Franchisee has lawfully conducted solid waste handling operations in the City under the Prior Agreement for several years and has delivered a level of service to its customers commensurate with the highest industry standards.

WHEREAS, Franchisee is well-qualified to continue providing that service; and

WHEREAS, in order to comply with the mandates of AB 939, subsequent legislation and regulation, the City must have the ability to direct the flow of Solid Waste within the incorporated City for the purposes of reporting, processing, recovery and disposal; and

WHEREAS, in 2016, Governor Brown signed into law SB1383 that establishes regulatory requirements for Cities, Generators, Solid Waste facilities, and other entities to support achievement of State-wide reduction in short lived climate pollutants; and

WHEREAS, City has requested, and Franchisee has agreed to implement new programs and services related to SB 1383 requirements; and

WHEREAS, in order to implement the new programs and services related to SB 1383, Franchisee requires the adjustment of rates to be charged customers in the City of Madera; and

WHEREAS, the City and Franchise have engaged in negotiations regarding new SB requirements and an increase in rates as a result of the State's passage of SB 1383; and

WHEREAS, the Prior Agreement, as amended, needs to be updated for the collection, transportation and disposal of Solid Waste and for SB 1383 services as further specified in this Agreement.

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 Mayor is authorized to execute the Franchise Agreement on behalf of the City.

3. This resolution is effective immediately upon adoption.

******

PASSED AND ADOPTED by the City Council of the City of Madera this 3rd day of August, 2022 by the following vote:

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

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF MADERA, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

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MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF MADERA, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

This Franchise Agreement ("Franchise Agreement") is entered into on _____, by and between the City of Madera ("City") and Mid-Valley Disposal, LLC, a California Limited Liability Company ("Franchisee") for the collection, transportation and disposal of Solid Waste and for other services as further specified herein in **EXHIBIT A** and **EXHIBIT B.**

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and

WHEREAS, pursuant to California Public Resources Code Section 40059 (a), the City Council has determined that that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial and commercial premises in the City; and

WHEREAS, The City and Franchisee entered a Solid Waste and Recycling Services Agreement effective from January 1, 2013, to December 31, 2022 ("Prior Agreement"); and

WHEREAS, Franchisee has lawfully conducted solid waste handling operations in the City under the Prior Agreement for several years and has delivered a level of service to its customers commensurate with the highest industry standards.

WHEREAS, Franchisee is well-qualified to continue providing that service; and

WHEREAS, in order to comply with the mandates of AB 939, subsequent legislation and regulation, the City must have the ability to direct the flow of Solid Waste within the incorporated City for the purposes of reporting, processing, recovery and disposal; and

WHEREAS, in 2016, Governor Brown signed into law SB1383 that establishes regulatory requirements for Cities, Generators, Solid Waste facilities, and other entities to support achievement of State-wide reduction in short lived climate pollutants; and

WHEREAS, City has requested, and Franchisee has agreed to implement new programs and services related to SB 1383 requirements; and

WHEREAS, in order to implement the new programs and services related to SB 1383, Franchisee requires the adjustment of rates to be charged customers in the City of Madera; and

WHEREAS, the City and Franchise have engaged in negotiations regarding new SB requirements and an increase in rates as a result of the State's passage of SB 1383; and

WHEREAS, the Prior Agreement, as amended, needs to be updated for the collection, transportation and disposal of Solid Waste and for SB 1383 services as further specified in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - COVENANTS, REPRESENTATIONS AND WARRANTIES

A. Covenants, Representations and Warranties of Franchisee

Franchisee hereby makes the following covenants, representations and warranties for the benefit of the City as of the date of this Agreement.

(1) Franchisee is duly organized and validly existing as a limited liability company in good standing under the laws of the State of California.

(2) Franchisee has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement.

(3) Each Person signing this Agreement on behalf of Franchisee has been authorized by Franchisee to do so, and this Agreement has been duly executed and delivered by Franchisee, and constitutes a legal, valid and binding obligation of Franchisee enforceable against Franchisee in accordance with its terms.

(4) To the best of Franchisee's knowledge, there is no action, suit, or proceeding before any court or governmental entity against Franchisee or affecting Franchisee, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Franchisee.

(5) Franchisee has sufficient financial resources to perform all aspects of its obligations hereunder. There has been no material adverse change in Franchisee's or, if applicable, in Franchisee's parent company's, financial circumstances since the date of the most recent financial statements or information, submitted to the City or reviewed by the City at the offices of Franchisee.

(6) Franchisee has the expert, professional, and technical capability to perform all of its obligations under this Agreement and will maintain the capability at all times during this Agreement's term.

(7) Prior to providing any service authorized by this Agreement, Franchisee will have provided to the City Manager the security instrument and certificates of insurance required by the Agreement.

(8) Prior to providing any service authorized by this Agreement, Franchisee will have provided to the City Manager reasonably acceptable proof that the Franchisee has obtained all necessary permits, authorizations and licenses which are required for furnishing such service.

(9) Franchisee understands and agrees that the City is required to comply with the California Public Records Act.

B. Covenants, Representations and Warranties of the City

The City hereby makes the following covenants, representations, and warranties to and for the benefit of Franchisee as of the date of this Agreement:

(1) The parties executing this Agreement on behalf of the City are duly authorized to do so. This Agreement constitutes the legal, valid and binding Agreement of the City and is enforceable against the City in accordance with its terms.

(2) To the best of the City's knowledge without having conducted any research, there is no action, suit, or proceeding against the City before any court or governmental entity wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement.

(3) The City shall comply with the California Public Records and shall reasonably cooperate with Franchisee in preserving the confidentiality of Franchisee's proprietary information, including trade secret information, and preventing its disclosure as authorized by the Public Records Act. It will be the obligation of Franchisee to designate what information it deems to be a trade secret or otherwise in need of protection at the time such information is provided to City. No copies of such proprietary information shall be retained by City as public records under California law. Franchisee shall defend and indemnify City, elected officials, officers, employees, Franchisees, consultants, attorneys, agents and volunteers, including for City attorney fees, staff costs, awards and judgments, for any claims brought against City for failure to produce any requested documentation related to Franchisee and its business in possession of City in accordance with a Public Record's Act.

(4) The City shall use best reasonable efforts to update and amend applicable provisions of its Municipal Code to the extent the City determines such changes are necessary to conform to this Agreement and to meet its obligations hereunder.

SECTION 2 - DEFINITIONS

Whenever any term used in this Franchise Agreement has been defined by AB 939 or in the Municipal Code, the definitions therein, as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition found in AB 939, in the Madera Municipal Code and this Agreement, the definition in this Agreement shall govern all other definitions, while the definition in the Municipal Code shall take precedence over the definition contained in AB 939. The definitions are set forth on the attached and incorporated **EXHIBIT C.**

///

///

SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE

A. Grant of Franchise

Pursuant to the provisions of the Municipal Code and pursuant to AB 939, and subject to the terms and conditions of this Agreement (including all extensions or renewals), City hereby grants to Franchisee the sole and exclusive right, privilege, and franchise to provide the Solid Waste Handling services described in **EXHIBIT A** (Provided Services) to this Agreement to all single family units, multifamily units, and commercial, industrial, and institutional premises within the City, and to use the City streets and roads for such purpose. City shall enforce the exclusive rights of Franchisee to provide services within the Franchise Area. By this Agreement and subject to its terms, the City grants the broadest form of exclusive solid waste handling franchise permissible under applicable law including its general municipal police powers and the specific authority given to local agencies by California Public Resources Code Section 40059 to determine aspects of solid waste handling that are of local concern. The foregoing reference to Section 40059 includes the relevant appellate case law interpreting that statute.

B. Acceptance of Franchise

Franchisee agrees to be bound by and comply with all the requirements of this Franchise Agreement. Franchisee waives, terminates and hereby releases any right or claim to serve any part of the City under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity

The foregoing Grant of Franchise excludes the following:

(1) Self-Haul. Any Solid Waste otherwise within the Scope of this Agreement which is removed and personally transported from any premises by the owner or occupant who generated the solid waste using his or her own equipment thereof for the purpose of lawfully delivering same to a Solid Waste Facility authorized to receive and handle solid waste. The use of a subcontractor by City is not "self-haul" within the meaning of this exception.

(2) Gardeners and Landscapers. The collection, transportation and disposal by a gardener or landscaper of green waste or yard trimmings which are generated as an incidental part of providing gardening, landscaping or landscape maintenance services, provided that the gardener or landscaper is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting or disposing of the green waste or yard trimmings, and utilizes only his or her own employees and equipment to collect, transport and dispose of same.

Sale or Gift of Recyclable Materials. Source separated Recyclable Materials which are either donated or sold by the generator of the materials to a party other than Franchisee. A mere discount or reduction in price of the Franchisee's charges for the handling of such materials is not a sale or donation within the meaning of this Agreement. For purposes of this Agreement, materials shall be deemed "solid waste" within the meaning of California Public Resources Code Section 40191, and shall be regulated as such, whether or not they may be potentially recyclable, in either of the following instances: (a) when the material is mixed or commingled

with other types of solid waste, or (b) where the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any person or combination of persons in exchange for collection, removal, transportation, storage, processing, handling, consulting, container rental or disposal services ("fee for service" recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or affiliate of the provider of such service.

SECTION 4 – TERM AND TERMINATION

The initial term of this Agreement shall commence at 12:00 a.m. on August 1, 2022 and expire at 12:00 a.m. on June 30, 2032. Prior to the expiration of the term, the Agreement may be extended upon terms and conditions mutually agreeable to City and Franchisee. Termination of this Agreement may also occur pursuant to Section 10 "Failure to Perform and Remedies" of this Agreement.

SECTION 5 - FRANCHISE AREA

The Franchise Area granted by this Agreement is the legally established geographic limits of the City, as the same now exist or may hereinafter be revised by annexation or otherwise. Franchisee shall perform Solid Waste Handling services pursuant to this Agreement only in such Franchise Area.

SECTION 6 - SERVICES PROVIDED BY FRANCHISEE

Franchisee shall comply with the following minimum operating requirements shall apply to Grantee, except to the extent any operating requirement is specifically eliminated or modified in **EXHIBIT A**:

A. Employees

(1) Each employee or other Person driving Franchisee's vehicle shall at all times have a valid California vehicle operator's license appropriate for the vehicle being driven.

(2) All Franchisee employees shall wear clean clothing of a uniform type when engaged in collection operations under this Agreement.

(3) Each employee dealing with Customers, including without limit those engaged in collection or billing, shall at all times behave in a courteous manner.

(4) Noncompliance with the employee items above are subject to the terms of Section 10, Failure to Perform and Remedies.

B. Hours of Collection

Franchisee shall not collect Solid Waste within a residential area or within a commercial area which is contiguous to a residential area between the hours of 10:00 P.M. and 5:00 A.M. the next day, or as stipulated in local noise ordinances.

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C. Office for Inquiries and Complaints

Franchisee shall maintain an office at some fixed place and keep regular business hours and shall maintain a locally listed telephone number to address inquiries and complaints. Such listing shall be in the Franchisee's name or in the fictitious business name under which Franchisee provides Solid Waste Handling services to the City. This Section shall not require the Franchisee to maintain an office which is different than or separate from the office for inquiries and complaints maintained by Franchisee. If the City receives any customer inquiries and complaints, City will log same and transmit any service requests or complaints to Franchisee electronically or via other mutually agreed upon method

D. Records and Reports

Franchisee shall prepare, maintain and provide to the City such records and reports as required in this Agreement, as well as records related to services in this agreement required under any other applicable law.

E. Requested Service

Franchisee shall provide Solid Waste Handling services to all Customers within its approved Franchise Area who request such service, except when denial or discontinuance of service is specifically authorized by this Agreement. Such service shall commence within seven (7) working (waste collection) days of the Customer's request.

F. Collection Frequency

For health and safety purposes, minimum collection frequency for all Solid Waste Handling Customers shall be once per week, in accordance with Section 17331 of Title 14, California Code of Regulations. Franchisee shall correct any missed collection of a Customer's Solid Waste within two (2) working (waste collection) days of notice thereof unless the next regular collection of such waste is scheduled to occur within three (3) working (waste collection) days of such notice.

G. Containers

Containers shall be replaced in its proper place in a neat and orderly manner; any litter spilled from a container by Franchisee's employees while emptying a container shall be cleaned up by Franchisee's employees.

H. Noise

In addition to any requirement Franchisee is subject to under applicable law, Franchisee shall not create any noise in excess of what is reasonable and necessary in providing Solid Waste Handling services to its Customers. Further, Franchisee shall actively evaluate and strive to implement noise reduction measures on an ongoing basis, consistent with common industry practice and standards applicable in similar circumstances.

I. Collection Equipment

Franchisee shall provide an adequate number of vehicles and equipment to provide the Solid Waste Handling services required under its Franchise Agreement. No vehicle shall be used for the collection and transportation of Solid Waste prior to such initial and/or periodic inspection and

approval by the Department of Public Health, Division of Environmental Health Services to the extent required under the Franchisee's applicable Health and Safety Permit.

All motor vehicles used by Franchisee under its Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. In addition, vehicles must be in compliance with the California Air Resources Board requirements and any other applicable state or federal laws and/or regulations pertaining to the operation of Solid Waste handling equipment.

J. Privacy

Franchisee shall strictly observe and protect the rights of privacy of its Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless as part of a legitimate inquiry by a governmental unit, or as authorized by a court of law or by statute, or upon written authorization of the Customer. This provision shall not be construed to preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, SB 1383, or the City, provided that no such analysis shall identify any person or connect any person to any particular waste. In addition, Franchisee shall not market, sell, convey, or donate to any Person any list with the name or address of Customers except that Franchisee may provide such lists to authorized employees and authorized representatives of the City as necessary to comply with this Franchise Agreement. Franchisee shall, at all times and consistent with prevailing industry standards, utilize encryption or other security measures reasonably calculated to protect Customer information from unauthorized disclosure.

K. Customer Complaints

Franchisee shall respond to customer complaints whether received directly from customers or by customer through City. Franchisee shall designate a government Liaison Person responsible for working with the City to resolve Customer complaints. The name of the Liaison Person and a 24 hour availability telephone number shall be provided to the City Manager. Customer complaints shall be resolved in accordance with Section 10(B) herein, "Resolution of Customer Complaints."

L. Property Damage

(1) Any physical damage caused by the act or omissions of employees, officers, or agents of the Franchisee to private or public property resulting from operations under this Agreement shall be promptly repaired or replaced by Franchisee at Franchisee's sole expense.

(2) With respect to driving surfaces, Franchisee shall be responsible for damage (excluding normal wear and tear), whether or not paved, resulting from the weight of vehicles providing Solid Waste Handling services on public or private property when it can be demonstrated that such damage is the result of vehicles exceeding speed limits or maximum weight limits set by the State of California or by other negligent operation of vehicles by Franchisee's employees.

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M. Gratuities

Franchisee shall not, nor shall it permit any officer, agent, or employee employed by it, to request, solicit or demand, either directly or indirectly, any gratuity for services authorized or required under its Agreement.

N. Laws and Licenses

Franchisee shall comply with all federal, state, and City, County or local laws, ordinances, rules, and regulations applicable, from time to time and as amended, to the performance of the Solid Waste Handling services provided under this Franchise Agreement and shall obtain and maintain in full force and effect all licenses and permits necessary to perform such services throughout the term of this Franchise Agreement.

O. Services During Strikes, Lockouts or Other Labor Disturbances

In the event of labor strikes, lockouts, or other labor disturbances, Franchisee and City agree to cooperate fully in developing and implementing contingency plans for the continued collection and handling of Solid Waste in order to safeguard public health and avert imminent and substantial threats to public health and safety. Without limitation, these cooperation efforts may include prioritizing the collection of Solid Waste from certain businesses in order to control the accumulation of Solid Waste that may lead to more immediate threats to public health such as putrescible waste, sewage sludge, and manure or other animal waste.

SECTION 7 - OWNERSHIP OF SOLID WASTE INCLUDING RECYCLABLE MATERIALS

Except as otherwise provided in state law, ownership of Solid Waste shall transfer to Franchisee at such time as the Solid Waste is discarded by the Solid Waste Handling service Customer. City makes no claim of ownership to the discarded solid waste.

SECTION 8 - WASTE DELIVERY DESIGNATION

City reserves the right to designate the disposal facility or facilities to which Franchisee shall deliver Solid Waste generated within City and collected by Franchisee pursuant to this Agreement. This designation, when made, shall be subject to the following:

(1) Solid Waste that Franchisee determines to be suitable for Processing or green composting may be delivered by Franchisee to a Materials Recovery Facility or Designated Source Separated Organic Waste Facility selected by Franchisee, and only the Residual Solid Waste resulting from Processing will be subject to the waste delivery designation.

(2) If the City Manager or his/her designee directs Franchisee to deliver residual Solid Waste collected pursuant to this Agreement to a Solid Waste Facility that is different from the facility Franchisee is then using for the disposal of such waste, or in amounts that are different than the amount that Franchisee is currently delivering to that facility, and this direction results in increased operating costs to the Franchisee, Franchisee shall be

entitled to a corresponding Fee adjustment to fully compensate Franchisee for the increased costs.

SECTION 9 - INDEMNIFICATION AND INSURANCE, AND PERFORMANCE BOND

A. Indemnification of City

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

Hazardous Waste Indemnification

Without limiting the generality of the foregoing, if Franchisee is alleged to have, or determined to have, or not disputed allegations that it has negligently or willfully acted or failed to act with respect to the collection, handling or transportation of Hazardous Waste, Franchisee shall indemnify, defend with counsel chosen by City, protect and hold harmless the City and its respective elected officials, officers, employees, contractors, consultants, attorneys, agents, volunteers, assigns, and any successor or successors harmless from and against all claims, actual damages (including, but not limited to, special and consequential damages), natural resources damage, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its respective officers, employees, agents, or Franchisees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste as to which Franchisee has negligently or willfully acted or failed to act with respect to its collection, handling or transportation at any place where Franchisee stores, handles, transports or disposes of Solid Waste pursuant to this Franchise Agreement. The foregoing indemnity does not extend to liability arising from de minimis amounts of household hazardous waste that Customers may place in solid waste receptacles, and excludes liability arising from City's decision to exercise its waste delivery designation rights under Section 8 of this Agreement. The foregoing indemnity is intended to operate and shall operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, indemnify, and hold the City harmless from liability. This Section 9B shall survive the termination, lapse or any change in the relationship of the Parties hereto.

B. Insurance Requirements

Without limiting Franchisee's indemnification of City, and prior to commencement of Work, Franchisee 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.

(1) Minimum Scope and Limits of Insurance: Franchisee shall maintain limits no less than:

i. $5,000,000 General Liability (including operations, products and completed operations) per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.General liability policies shall be endorsed using ISO forms CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

ii. $5,000,000 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 Franchisee 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.

iii. Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease. Franchisee shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

iv. $5,000,000 Franchisee's Pollution Liability per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(2) Maintenance of Coverage: Franchisee 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 Franchisee, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

(3) Proof of Insurance: Franchisee 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.

(4) 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.

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

(6) Enforcement of Contract Provisions (non estoppel): Franchisee acknowledges and agrees that any actual or alleged failure on the part of the City to inform Franchisee of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

(7) 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 Franchisee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Franchisee.

(8) Notice of Cancellation: Franchisee 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.

(9) 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.

(10) Timely Notice of Claims: Franchisee shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Franchisee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(11) Additional Insurance: Franchisee 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.

C. Performance Bonds or Other Security

Franchisee shall furnish to the City without additional charge a corporate surety bond, a letter of credit or other security device acceptable to the City in City's sole discretion, as security for performance under this Franchise Agreement (collectively "Security"). The amount of the Security shall be the lesser of one month's expected Gross Receipts Less Disposal Charge, or Four

Hundred Thousand Dollars ($400,000.00). Adequate proof of the existence of the Security shall be provided (e.g., a certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond and each renewal thereof). The surety on the bond, the bank on which the letter of credit is drawn and the surety for any other Security device shall be a company acceptable to the City and shall be authorized to do business in the State of California.

D. Modification

The requirements of this Section 9 may be modified or waived in writing by the City upon the request of Franchisee, provided the City reasonably determines such modification or waiver is in the best interest of City and of the public welfare, considering all relevant factors, including acceptable financial guarantees provided by Franchisee or by a parent company of Franchisee.

SECTION 10 - FAILURE TO PERFORM AND REMEDIES

The rights of the Franchisee and City upon the failure of either to perform as required under this Agreement shall be as provided below:

A. Administration, Enforcement and Remedies

(1) If the City Manager determines at any time that the Franchisee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, the City Manager will notify Franchisee in writing of such deficiencies ("Notice of Deficiency").

The Notice of Deficiency may provide a reasonable time within which correction of all noted deficiencies is to be made. Unless a shorter or longer period of time is specified in the notice of deficiency sent by the City Manager, a reasonable time for correction shall be thirty (30) consecutive calendar days from the receipt by the Franchisee of such written notice. If the Franchisee cannot reasonably correct or remedy a noted deficiency within the time specified in the Notice of Deficiency, Franchisee shall notify City immediately to seek a reasonable period for correction. If Franchisee immediately commences to correct or remedy such deficiency within the time set forth in the Notice of Deficiency or the alternative period approved by City and diligently pursues such correction or remedy thereafter Franchisee shall not be deemed to have failed to correct or remedy the Notice of Deficiency. The Parties agree that while uncured defaults of material provisions of the Agreement which present an imminent and substantial threat to public health and safety should result in termination of the Agreement, minor defaults should be the subject of liquidated damages as set forth herein. For purposes of this section, assessment of liquidated damages in total of more than $10,000.00 in any twelve (12) month period shall be deemed a material breach.

(2) The City Manager shall review the Franchisee's response to the Notice of Deficiency. If the City Manager determines that the Franchisee has not cured the deficiency or if there is no cure period provided in the Notice of Deficiency given the nature of the deficiency, the City Manager shall either:

i. Refer the matter directly to the City Council for decision pursuant to subsection (3) of this Section 10–A; or

ii. Decide the matter and notify the Franchisee of that decision, in writing.

- The decision of the City Manager may be to terminate the Franchise Agreement or may be to impose some lesser sanction;
- The decision of the City Manager shall be final and binding on Franchisee unless the Franchisee files a "Notice of Appeal" with the City Manager within thirty (30) days of receipt of the City Manager's decision. The Notice of Appeal shall be in writing, shall contain a detailed and precise statement of the basis for the appeal.
- Within fourteen (14) working days of receipt of a Notice of Appeal, the City Manager shall refer the appeal to the City Council for proceedings in accordance with subsection (3) of this Section 10–A.

(3) Should the City Manager refer the Notice of Deficiency to the City Council in the first instance or if the matter reaches the City Council pursuant to a Notice of Appeal, the City shall set the matter for hearing.

i. If the City Council sets the matter for public hearing:

- The City shall give Franchisee, and any interested person requesting the same, ten (10) days written notice of the time and place of the hearing. At the hearing, the City shall consider the report of the City Manager indicating the deficiencies, and shall give the Franchisee or its representatives and any other interested person a reasonable opportunity to be heard.

- Based on the evidence presented at the public hearing, the City Council shall decide the appropriate action to be taken. If, based upon the record, the City determines that as noted in the Notice of Deficiency the Franchisee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or constitute a material violation of applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, then the City may terminate this Franchise Agreement forthwith if it determines that an imminent and substantial threat to public health and safety has been created as a result of Franchisees' deficiency, or in the case of any other uncorrected breach, it may impose such lesser sanction or sanctions not involving termination as it deems reasonably appropriate. The decision of the City Council shall be final and conclusive.

(4) Franchisee's performance under this Franchise Agreement is not excused during the period of time prior to the City Manager's or the City Council's final determination, as the case may be, regarding the validity of, and appropriate response to, the deficiencies noted in the Notice of Deficiency.

(5) In the event Franchisee (i) has received a Notice of Deficiency and fails to perform Solid Waste Handling services; or (ii) has had its Franchise Agreement terminated; the City, reserves the right, in addition to all other rights available to the City, to take any one or combination of the following actions:

i. To rent or lease from Franchisee, at its respective fair and reasonable rental value, all or any part of the Franchisee's equipment (including collection containers utilized by Customers and office equipment and billing programs), utilized by Franchisee in providing the Solid Waste Handling services required under this Franchise Agreement. The City may rent or lease such equipment for a period not to exceed six (6) months, for the purpose of performing the Solid Waste Handling services, or any part thereof, which Franchisee is (or was), obligated to provide pursuant to its Franchise Agreement. The City may use said rented equipment to directly perform such Solid Waste Handling service or to assign it to some other Franchisee or Person to act on the City's behalf. Franchisee shall be held responsible for the costs to insure the City or its assignee from all liability resulting from the operation of Franchisee's equipment. In the case of equipment not owned by Franchisee, Franchisee shall assign to the City, to the extent Franchisee is permitted to do so under the instruments pursuant to which Franchisee possesses and uses such equipment, the right to possess and use the equipment.

ii. As used in this subsection, "reasonable rental value" means the rate for such equipment as listed in the State Division of Transportation publication, "Labor Surcharge and Equipment Rental Rates," in effect at the time the City leases the equipment. If a particular piece of equipment is not listed in said publication or if said publication is not current, the reasonable rental value may be established by the City Manager by any equitable alternative method.

iii. If the City exercises its rights under this subsection, the City shall pay or owe Franchisee the reasonable rental value of the equipment so taken for the period of the City's possession thereof. The City may offset any amounts due to Franchisee pursuant to this provision against any amounts due the City from Franchisee.

iv. All revenues owed by Customers which are attributable to services performed by or at the direction of the City during City's assumption of Franchisee's Solid Waste Handling duties shall be billed by and paid to the City. To the extent Franchisee receives such revenue after City's assumption of Franchisee's Solid Waste Handling duties, Franchisee shall pay such revenue to City promptly after receipt thereof (or promptly after City has performed the services related to such revenue, if the revenue was received by the Franchisee prior to the City's assumption of duties) and Franchisee shall be deemed to have assigned to City all of Franchisee's right and interest to any such revenues.

(6) The City rights set forth in this Section 10–A are in addition to, and not in limitation of, any other powers or rights available to the City upon failure of Franchisee to perform its obligations under this Franchise Agreement. Further, by entering into this Franchise Agreement Franchisee acknowledges, admits and agrees, for use as evidence in any proceeding of any nature, and from time to time, that its material violation of any terms of this Franchise Agreement shall cause the City to suffer irreparable injury and damages sufficient to support injunctive relief to enforce the provisions of the Franchise Agreement, and to enjoin the breach thereof. Franchisee hereby agrees that the City may deem the foregoing a stipulation, for any purpose or proceeding.

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B. Resolution of Customer Complaints

Procedures for resolution of complaints and other disputes shall be as follows:

(1) Franchisee agrees to use its best efforts to resolve all complaints received by close of business of the second working (waste collection) day following the date on which such complaint is received. (See Office of Inquiries and Complaints section herein). Service complaints may be investigated by City Manager, as necessary to resolve. Franchisee shall provide reasonable cooperation in the event of such investigation. Franchisee shall maintain records listing the date of Customer complaint, the name, address and telephone number of Customer, the nature of the complaint or request, and the date when and nature of the action taken by the Franchisee to resolve the complaint. All such records shall be maintained for at least three (3) years after Franchisee's receipt of the complaint or inquiry and shall be available for inspection by City during all business hours. Service complaints shall be responsibility of Franchisee whether received by City and forwarded to Franchisee, or received directly by Franchisee.

(2) If the Franchisee fails to cure a complaint, the City Manager shall review the complaint and determine if further action is warranted. The City Manager may request written statements from the Franchisee and Customer, or oral presentations or both written and oral presentations.

(3) The City Manager shall determine if the Customer's complaint is justified, and if so, what remedy, if any, shall be applied. The remedy provided to the Customer under this Section shall be limited to a refund of Customer charges related to the period of violation of any of the terms of Division 6 of Title 4 of the Code or of the breach of any term of this Franchise Agreement. In addition to any other remedy of City contained in this Agreement, City may impose upon Franchisee liquidated damages of up to one hundred dollars ($100.00) payable to the City for any single event or series of related events, or actual damages as demonstrated during the resolution procedure.

(4) The City Manager may delegate the duties under this Section to a designee. The decision of the City Manager or a designee shall be final on any matter of five hundred dollars ($500.00) or less. In the event of a decision on a matter awarding more than five hundred dollars ($500.00), Franchisee may seek review pursuant to the Notice of Appeal procedure contained in Section 10–A of this Agreement.

SECTION 11 - FRANCHISE TRANSFER

The rights of the Franchisee in regard to the transferability of its Franchise shall be as set forth below:

(1) Neither this Franchise Agreement nor any right or privilege granted in this Agreement shall voluntarily or involuntarily be transferred, sold, hypothecated, sublet, assigned or leased, in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein (all collectively referred to herein as "transfer"), pass to or vest in any Person, except the Franchisee, either by act of the Franchisee or by operation of law, without the prior written consent of the City. Any attempt by Franchisee, or by operation of law, to transfer this Franchise Agreement without the prior written consent of the City shall be void and deemed a material breach of this Agreement.

(2) This Franchise Agreement shall terminate on any Change in Ownership of Franchisee, unless such Change in Ownership has been consented to, in writing, by the City prior to the effective date of such Change in Ownership.

(3) The City shall review a request by Franchisee that the City approve a transfer of all or part of Franchisee's interest in this Franchise Agreement, or that the City consent to a Change in Ownership of Franchisee, using such criteria as it deems necessary including, but not limited to, those listed below. The City shall not unreasonably withhold its consent to the transfer of this Franchise Agreement or to any Change in Ownership of Franchisee.

If the Franchisee requests that the City consider and consent to a transfer or a Change in Ownership of Franchisee, the Franchisee or the proposed transferee, as applicable, shall at a minimum meet each of the following requirements:

i. The Franchisee shall pay the City a maximum of $50,000.00 for incurred attorney's fees and related administrative and investigation costs necessary to determine the suitability of any proposed transferee or proposed new owners, and to review and finalize any documentation required by City, in its sole and absolute discretion to determine what form of documentation will be used in terms of effecting a proper transfer, as a condition for approving any such transfer or Change in Ownership.

ii. The Franchisee shall furnish the City with independently audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.

iii. The Franchisee shall furnish the City with proof satisfactory to City, in its sole and absolute discretion:

- that the proposed transferee or the proposed management of the Franchisee under the proposed new owner has at least three (3) years of solid waste management experience of a scale equal to or exceeding the scale of operations conducted by Franchisee under this Agreement;

- that in the last five (5) years, the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Franchisee under the proposed new owner) has not received any citations, Notice of Violations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any failure to comply with state, federal or local waste management laws, where such failure either: (i) evidences a pattern of disregard for such state, federal or local waste management laws; or (ii) involves actions which endangered the lives or property of any Person. Franchisee shall supply the City with a complete list of such citations, Notices of Violations and censures, if any;

- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Franchisee under the proposed new owner) has at all times conducted its operations in an environmentally safe and conscientious fashion;

- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Franchisee under the proposed new owner) conducts its solid waste management operations in accordance with sound waste management standards and practices and in full compliance with all federal, state and local laws regulating the collection and disposal of waste;

- of the adequate financial strength of proposed transferee or of the Franchisee under the proposed new ownership; and

- of the ability of the proposed transferee or of the Franchisee under the proposed new ownership to obtain and maintain required insurance and bonds.

SECTION 12 - REPORTS

Franchisee shall provide the City Manager with such reports and information and make its records available for review as provided below:

A. General

(1) Franchisee shall keep, and, maintain, and furnish copies of such operating records and reports as may be requested by City to ascertain compliance with this Agreement and to support requests for a Fee adjustment. City and Franchisee agree that Franchisee's proprietary information, including trade secrets, whether or not designated as such by Franchisee may be confidential under the California Public Records Act.

(2) All information required to be kept, maintained or furnished to the City shall be maintained a minimum of five (5) years after the entry of the most recent item therein.

B. Reporting Requirements

During the term of this Franchise Agreement, Franchisee shall submit to the City quarterly, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB 939 and AB 901, as amended, and the regulations implementing each, in a manner acceptable to City. Franchisee agrees to submit such reports and information as reasonably requested by the City. Franchisee agrees to render all reasonable cooperation and assistance to the City in meeting the requirements of the City's source reduction and recycling element and non-disposal facility element.

C. Annual and Quarterly Reports

(1) Franchisee shall assist City in preparation of all Annual and Quarterly reporting required by CalRecycle, or successor agency, in accordance with this Agreement.

(2) Quarterly reports shall be submitted forty-five (45) days following the end of each calendar quarter. The quarterly reports shall include:

i. Amount (in tons) and type of material collected.

ii. Amount and types of material deposited in the Solid Waste Facility.

iii. Amount and types of material recycled, processed or diverted.

iv. Summary assessment of services, and identification of impediments to meeting service requirements.

v. An annual presentation will be made to the Madera City Council upon an agreed date that is acceptable to both parties.

SECTION 13 - COMPENSATION

A. Compensation and Billing

Each party shall provide/maintain accurate and complete accounting and billing. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

(1) Billing and Payment. All requests for service, or for changes in service, shall be processed by City and promptly reported to Franchisee. City shall provide billing services to all residential, commercial and industrial customers who receive service pursuant to this Agreement, except that Drop Box services will be billed and collected by Franchisee.

On a monthly basis, City shall remit to Franchisee the full amount for services provided based on the Fees set forth on **EXHIBIT D.** The monthly compensation payment to Franchisee shall be paid by City within thirty (30) days of the end of the applicable billing cycle.

Each party's accounting and billing shall be accurate and complete. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

(2) Franchisee's Fees. Franchisee shall provide solid waste handling and collection services pursuant to this Agreement at the Fees set forth in the attached **EXHIBIT D,** the contents of which are incorporated by this reference. The Franchise Fee shall equal 25.5% of the Residential three standard container Fee and 20% of all other Fees in **EXHIBIT D,** except for contamination Fees. The City may deduct the Franchise Fee from the monthly payment to Franchisee. The **EXHIBIT D** Fees will apply at the inception of this Agreement, and are subject to adjustment as set forth elsewhere herein.

If no Fee has been established for a particular service billed by City, Franchisee and City shall mutually agree on an appropriate charge for that service or service level. If no Rate has been established for a service billed directly by Franchisee, then Franchisee shall determine with Customer the appropriate charge, subject to City approval. Franchisee shall promptly notify City of any new Rates to be billed by Franchisee.

The **EXHIBIT D** Fees are inclusive of all Solid Waste handling services to be provided, including collection, transportation, processing, composting, disposal, and cart and bin costs, and costs associated with moving bins from standard enclosures such distance as is reasonably necessary to empty them (but not including costs associated with moving bins beyond such distance in unusual circumstances or due to special requests by customers). No other charges shall be imposed by Franchisee for such services unless approved by City.

B. Adjustment to Fees

Franchisee understands and agrees that any adjustment of the Rates is contingent on City's use of such Proposition 218 process as deemed necessary or advisable by the City. If, at any time, a Fee adjustment cannot be implemented for any reason, Franchisee and City shall negotiate in good faith, a reduction of services or Franchise Fee equal to the value of the Rate adjustment that cannot be implemented. If City and Franchisee are unable to reach agreement about such a reduction in services, then Franchisee may terminate this Agreement upon one year's prior written notice to City.

The following annual and special rate adjustments shall be made to the Fees provided for in this Franchise Agreement.

(1) Annual Cost of Living Adjustment (COLA)

The Fees for years 1 through 5 of the Agreement are shown in **EXHIBIT D** and include an annual cost-of-living-adjustment.

Beginning July 1, 2027, and each July 1 thereafter, the Fee shall be annually adjusted upwards by adding a cost-of-living adjustment (COLA) to the then current Fee. The COLA shall be based on the change in the annual Consumer Price Index (CPI).

An example of the CPI adjustment for July 1, 2021 is shown below:

Annual CPI-U 2019:	295.004	
Annual CPI-U 2020:	300.084	
Change:	5.080	
% Increase:	1.72%	(5.080 ÷ 295.004)

(2) Solid Waste Facility Fee Adjustment

If an increase in the Solid Waste Facility Fee charged to the Franchisee is greater than the COLA in any given year, an adjustment shall be applied to the Fees based on the Disposal Component and shall be effective as of the date of the change of the Solid Waste Facility Fee.

As an example:

2021 fee	$27.64 per Ton
2020 fee	-26.00 per Ton
Increase	$1.64 per Ton

Increase, expressed as a percentage:

$1.64 / $26.00 = 6.31%

Amount of Increase greater than COLA

Annual COLA = 1.72%
6.31% - 1.72% = 4.59%

The increase applied to the Fees based on the Disposal Component:

4.59% x 20.0% = 0.92%

(3) Extraordinary Adjustment

The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Franchisee's compensation and the Fee adjustment mechanism provided in this Agreement result in Franchisee's suffering losses which are substantially outside the commercially reasonable expectations of the parties. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in Fees. Accordingly, at its option, Franchisee may apply to the City at any time, but not more frequently than once annually, for an extraordinary Fee adjustment should an event or circumstance arise (including a change in landfill tipping fee) that is not the result of a Change in Law or Change in Service Level which negatively impacts the economic operation of Franchisee and which is in excess of the Fee adjustment resulting from the application of the annual adjustment formula set for in subparagraph (a) above. An interim adjustment in Fees will be deemed justified if it is necessary for the Franchisee to make a substantial change in its operations, or substantial capital expenditure or investment in order to perform its obligations under this Agreement due to the occurrence of an event or circumstance other than a Change in Law or Change in Service Level which is beyond the reasonable control of Franchisee. In the event of such an application for an extraordinary Fee increase, it is understood that the Franchisee shall have the burden of demonstrating to the reasonable satisfaction of City the basis for the extraordinary increased cost.

(4) Franchise Fee Adjustment

The Franchise Fee adjustment shall be the pass through of one hundred percent (100%) of any increase or decrease in the Franchise Fee, and shall be effective as of the date the Franchise Fee increase or decrease is payable by the Franchisee.

(5) Change in Scope Level Adjustment

i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the level of the Solid

Waste Handling services which may be required of, or agreed to by, Franchisee. City shall provide Franchisee ninety (90) days' notice of any requested changes in scope of this agreement. A Change in Scope Adjustment shall be effective on and after the actual date of the requirement to or agreement to change operations which results from the change in service, but, absent the consent of the Manager, not sooner than the effective date of the change in service. In no event shall any Change in Scope Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.

ii. In the event that the City Manager and the Franchisee claiming to be affected by the change in scope cannot agree on either the existence, or the effect on demonstrable costs, of a change in service level, the dispute resolution provisions of Section 13–C (1) shall apply.

(6) Change in Law Adjustments

i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the manner or nature of conducting Solid Waste Handling services necessitated by a Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law, but, absent the consent of the Manager, not sooner than the effective date of the Change in Law. In no event shall any Change in Law Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.

ii. In the event that the City Manager and the Franchisee claiming to be affected by the Change in Law cannot agree on either the existence, or the effect on demonstrable costs, of a Change in Law, the dispute resolution provisions of Section 13–C (1) shall apply.

C. Dispute Resolution Regarding Adjustment to Fees

(1) Any dispute regarding any Change in Service Level Adjustment or Change in Law Adjustment provided for in 13 above, which cannot be resolved between the Franchisee and City within thirty (30) days of the receipt by City of such documents as City may reasonably request, shall be submitted to a mutually agreed upon expert in the subject matter area of the dispute to resolve the dispute as to either or both: (i) the existence of a Change in Service Level or a Change in Law; and/or (ii) the effect on the Franchisee's demonstrable costs of a Change in Service Level or a Change in Law. The decision of the expert shall be binding on the Franchisee and the City. The cost of the expert shall be borne equally by the Franchisee and the City and the Parties shall pay the expert(s) each party's respective share on demand by the expert(s). If the Franchisee and City cannot mutually agree upon an expert, either may petition the Superior Court of the County of Fresno to have an expert chosen by the court. The City and Franchisee shall each have the right to suggest one expert to the court; the court shall choose one of the suggested experts.

(2) Any dispute regarding the current Fee schedule or Fee adjustments (except those disputes related to a Change in Service Level Adjustment or Change in Law Adjustment) shall be decided by the City Manager within ten (10) working days after receipt of a written statement from the Franchisee of the nature and basis of the dispute with a request that it be resolved by the City Manager. Franchisee shall have the right to appeal the Manager's decision in writing to the City Council within thirty (30) days after the City Manager has given the Franchisee written notice of the decision. Such appeal shall conform to the appeal provisions set forth in Section 10–A of this Agreement in respect to the form of the Notice of Appeal, the time limits for processing the appeal, and the amount of fees, if any, connected therewith. The City may consider the appeal or refer said appeal to a hearing officer as provided in Section 10–A of this Agreement.

(3) The most recent Fees approved by the City Manager in effect at the time a dispute is submitted to either the expert or City Manager, as the case may be, shall remain in effect pending resolution of such dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall be determined by the expert, the City Manager, the City or a hearing officer, as appropriate.

D. Discontinuance of Service

Franchisee may discontinue service for non-payment of Customer's billing (when directed by City for accounts billed by City, or in the event of non-payment by a Customer billed by Franchisee), or Customer's failure to substantially comply with the requirements of the applicable provisions of state or local law which govern use, storage and collection of Solid Waste in accordance with this Agreement.

SECTION 14 - FORCE MAJEURE

Franchisee shall not be in default under this Agreement in the event that the services provided by the Franchisee are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of Franchisee and which Franchisee could not reasonably be expected to have prevented or controlled. Catastrophic events do not include the financial inability of the Franchisee to perform or failure of the Franchisee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Franchisee.

SECTION 15 - OTHER PROVISIONS

A. Independent Contractor

Franchisee shall perform this Agreement as an independent contractor and not as an officer, agent, servant, employee, or volunteer of City. Franchisee is solely responsible for the acts and omissions of its officers, agents, and employees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Franchisee or a contractual relationship between City and Franchisee's employees.. Neither Franchisee nor its officers,

agents, or employees shall obtain any rights to retirement or other benefits which accrue to City employees. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Franchisee or its agents or employees perform the services under this Agreement.

B. Right to Pass

Franchisee shall have the right to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Solid Waste Handling services pursuant to its Franchise Agreement, so long as it is not in receipt of a written notice revoking permission to pass. Franchisee shall have no rights greater than those then held by City.

C. Compliance with Municipal Code

Franchisee shall comply with provisions of the Municipal Code that are applicable to operations hereunder, and with any and all amendments, from time to time, to such provisions during the Term of this Agreement.

D. Notices

Any notice, information, request or reply ("Notice") required or permitted to be given under the provisions of this Agreement shall be in writing and shall be given or served personally, by mail, or by email. If given or served by mail, such Notice shall be deemed sufficiently given if: (1) (i) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) sent by overnight service provided proof of service is available; and (2) addressed to (i) the Franchisee at its most recent address of record with City or (ii) to the Manager at the then-current address of City, as the case may be. If given by email, such Notice shall be deemed sufficiently given if the receiving party confirms receipt. The addresses of the parties at the time of signing this Agreement are:

To City:	Attn: City Manager City of Madera 205 W 4th Street Madera, CA 93637
To Franchisee:	Attn: Contract Administrator Mid-Valley Disposal, LLC 15300 West Jensen Avenue Kerman, CA 93630

Either party may from time to time designate by Notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States mail, or if by facsimile transmission, upon receipt of confirmation of delivery which confirmation may be transmitted by the same means. Service by facsimile transmission shall not be effective unless the original of the document being served is deposited in the United States mail, postage prepaid, within twenty-four (24) hours after the facsimile transmission has been confirmed. Emails shall be deemed effective upon confirmation of receipt.

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E. Exhibits Incorporated

Exhibits A through D are attached to and incorporated in this Agreement by this reference as if fully set forth.

F. Laws and Licenses

City and Franchisee shall, at their own separate costs, comply with all federal, State, and City laws, ordinances, rules, and regulations applicable to the performance of the services hereunder and Franchisee shall obtain and maintain in full force and effect throughout the term of this Agreement all licenses and permits necessary to perform the services hereunder.

G. Governing Law

This Agreement shall be governed by the laws of the State of California, with venue in the Superior Court of the County of Madera or the Federal District Court with jurisdiction over City.

H. Waiver

No waiver by either party of any one or more defaults or breaches by the other party in the performance of this Agreement shall operate or be construed as a waiver of any already established or future defaults or breaches, whether of a like or different character or degree.

I. Counterpart Signatures

This Agreement may be executed in counterpart pages (counterparts), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become fully executed when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same signature pages of this Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

SECTION 16 - SEVERABILITY

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

SECTION 17 - ENTIRE AGREEMENT; AMENDMENT

This Agreement and its incorporated Exhibits constitute the entire agreement between the parties concerning the subject matter hereof and supersede any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or

amended, in whole or in part, except by written agreement signed by both parties hereto. Notwithstanding the forgoing, the parties acknowledge the provisions of "Chapter 6.20, Garbage and Rubbish Disposal" of the City Code as currently enacted are included herein and, further, that if and when such City Code provisions are amended, that the amended provisions shall apply to this Agreement, without any action being required of either party. The City Manager shall provide Notice to Franchisee upon changes to the City Code that require a change in this Agreement.

SECTION 18 - CONSTRUCTION OF FRANCHISE

The parties hereto have negotiated this franchise at arm's length and with advice of their respective attorneys, and no provision contained herein shall be construed against either party solely because it prepared the actual physical Agreement executed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth below.

CITY OF MADERA

Mayor

Date: 8/11/22

APPROVED AS TO FORM

City Attorney

ATTEST

Alicia Gonzales, City Clerk

MID-VALLEY DISPOSAL, LLC

Joseph Kalpakoff, President

Date: 08-09-2022

Natalie Kalpakoff, Secretary

Date: 8-9-22

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

EXHIBIT A - PROVIDED SERVICES

This Exhibit sets forth the level of services to be provided by Franchisee pursuant to its Franchise, and the manner of providing such services which are in addition to the manner of providing services specified in this Agreement.

Franchisee shall provide the Solid Waste Handling services in conformity with all provisions of this Agreement, including:

A. Single Family Residential

(1) Weekly 3 Cart Service - Unless otherwise required under applicable law or regulation, once per week Franchisee shall collect the Solid Waste (except bulky items and Hazardous Waste), which has been separated, placed, kept, or accumulated in containers at residential units within the Franchise Area and placed at curbside prior to Franchisee's normal weekly collection time. All Solid Waste must be placed within containers at curbside without obstructions so as to permit collection, unless otherwise agreed upon by City and Franchisee. Franchisee shall supply containers, and shall require the use of specific containers as specified in this **EXHIBIT "A."** Franchisee may provide special pickup procedures, above and beyond the services described above, with customers consistent with the Fees paid Franchisee in **EXHIBIT "D."** Franchisee shall notify City immediately of any Changes in Service Level, and similarly, City shall notify Franchisee of any Changes in Service Level.

B. Commercial, Industrial, and Multi-Residential

(1) Multi-Residential Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Franchisee shall collect the Solid Waste (including bulky items which have been placed in a closed bin, and excepting metallic White Goods and Hazardous Waste) which have been placed, kept or accumulated for collection in Solid Waste Bins at Multi-Residential Units.

(2) Commercial and Industrial Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Franchisee shall collect the Solid Waste which have been placed, kept or accumulated for collection in Solid Waste Bins at commercial units.

C. Source Separated Materials – Contamination

Franchisee shall conduct contamination monitoring as defined in **EXHIBIT B** of this Agreement.

D. Construction and Demolition Waste Temporary Drop Box Services

Franchisee shall provide construction and demolition debris removal, including temporary Drop Box services using Fees reflected in **EXHIBIT D** unless debris is generated by a declared emergency disaster such as floods, fires, earthquake or other such occurrence as deemed meeting the criteria of disaster debris. The City may provide for Rates and services solely for the timely and efficient removal of "disaster debris" with the Franchisee or other qualified public or private entity.

E. Holiday Collection Schedules

If a regular collection day falls on a holiday observed by the Solid Waste Disposal Facility, then the collection schedule for the week shall be adjusted so that regular collections occur on the following day for the remainder of the week. For example, when a holiday is observed on a Monday, the regular collections will occur Tuesday through Saturday, so that a customer's collection occurs the day after their normal scheduled collection.

F. Special Collection Programs

The following minimum special collection programs shall apply to this Franchise Agreement:

(1) City Facilities: Franchisee shall provide front load commercial service to the City at no cost for the following City-owned facilities:

i. Public Works Yard
ii. Madera City Hall

(2) Franchisee shall participate in the annual community clean-up day by providing a Curbside Pick Up for each residential customer of items placed at curbside. Franchisee will provide pickup of all items not deemed household hazardous waste, up to two cubic yards. This may include, but not be limited to, mattresses and other furniture, yard waste cut to pre-determined dimensions, general residential trash, and other bulky items that would typically require an individual to self-haul to the dump. The City will be responsible for mapping pick-up days with the Franchisee's input and providing all notification and advertising for the event. Franchisee will provide to the City a map of proposed locations for centralized collection of items in roll-off bins for approval in advance of the event.

(3) Illegal Dumping: At Cities direction, Franchisee agrees to provide targeted clean-up of illegal dumping up to twenty (20) tons annually.

(4) Battery and Sharps collection: Franchisee shall provide residential battery drop off bins at City Hall. Franchisee shall also provide up to four (4) Sharps collection kiosks at City designated locations.

(5) Christmas Trees: Franchisee shall collect and dispose of Christmas trees left at curbside by Customers during the three regular pickups following each Christmas day. If a tree is not cut to the appropriate length for disposal, Franchisee will tag the tree with a notification to the customer of why the tree was not removed from curbside.

(6) Senior and Handicapped Service: When a Customer produces evidence that he or she is at least 65 years of age or a medical practitioner's statement showing that he/she is physically unable to place his/her solid waste bins at the curb for collection, together with his/her affidavit certifying that no able-bodied person under 65 years of age on the premises is available for such purposes, Franchisee will provide walk-in service to such premises.

(7) Provide free special event containers for City Sponsored Events.

(8) Provide up to $5,000.00 per year in Scholarships to graduating seniors from the City.

(9) Provide up to $10,000 per year in financial support for the 4th of July event.

G. Emergency Disaster Debris Removal Services

(1) In the event of a declared emergency disaster such as a fire, flood, earthquake, or other such occurrence as deemed meeting the criteria of a disaster in which debris is created, the Franchisee will be given the first right of refusal in its franchise area to offer temporary bin/roll off services using Fees reflected in **EXHIBIT D,** to transport debris to a staging area or disposal facility designated by the Manager.

(2) During any period of time that Franchisee is unable to service its franchise area during such declared emergency, either for loss of transportation, lack of assistance or an overabundance of debris material or other similar circumstances, the City reserves the right to contract with third-party entities for temporary bin/roll off services, including transportation of debris to a Solid Waste Facility. Franchisee shall notify City when it regains its ability to recommence service in its franchise area and City will, within a reasonable time period, terminate any contract with third-party entities for the same services.

(3) The City reserves the right to direct roll off bin service to areas that have been designated as critical due to the emergency conditions.

EXHIBIT B - SB 1383 COMPLIANCE PROGRAMS

To support the City in complying with regulations under SB1383, Franchisee shall implement the programs identified in this **EXHIBIT B**. These programs are designed to meet the implementation and education requirements of SB 1383 and help the City achieve annual diversion requirements set by CalRecycle. The City's actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the City's enforcement of applicable codes, and the City's implementation of other programs outside the scope of this Agreement. Accordingly, City shall amend or update the City code to incorporate requirements necessary for the implementation of these programs.

1. Collection Requirements and Container Labeling

Franchisee shall provide a 3-container collection program for Solid Waste, Recyclables, and Mixed Organics. Collection containers shall be Grey (MSW), Blue (Recyclables), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by Franchisee shall include language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are prohibited container contaminants for each container.

2. Education and Outreach

To promote public education about recycling requirements, Franchisee shall create public education materials and conduct education programs and activities described in this Section.

Annual Notice: Franchisee shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Franchisee to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Franchisee shall also make this notice available in an electronic format through the Franchisee's website.

Instructional Service Guide: Franchisee shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays

Property Owners and Businesses: Franchisee shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, Franchisees, tenants, and Customers of the properties and businesses. The Franchisee's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial

Business or Multi-Family Property Owner may request delivery of materials by contacting the Franchisee's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

Technical Assistance Program: Franchisee shall provide ongoing technical assistance for Commercial and Multi-family generators that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

Contamination Monitoring: Franchisee shall perform contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Franchisee's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Franchisee's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Franchisee shall follow the contamination noticing procedures set forth below.

3. Waste Evaluations

Sampling Method: Franchisee shall, at its sole expense, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c). The Franchisee shall conduct waste evaluations for contaminants using the Standard-Compliance Approach or other methods approved by Cal Recycle at least twice per year and the studies shall occur in two distinct seasons of the year. Franchisee shall provide adequate notice to City of when waste evaluations will occur, and City reserves the right to observe waste evaluations.

Contamination Notifications: If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Franchisee shall notify City within fifteen (15) working days. Franchisee may perform targeted waste audits to determine the source of contaminants and provide technical assistance to those generators or notify all generators of their obligation to properly source separate materials. The Franchisee may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators.

Franchisee will coordinate with City to develop procedures regarding alleged violations of these recycling programs.

4. Procurement

At City's option, Franchisee will make available up to 5,300 tons of compost or mulch for City to purchase at market rate to help meet its state-mandated annual procurement required target. Franchisee also agrees to provide City with any available procurement credits from renewable fuel purchases used by vehicles within City.

5. Waivers

The City shall be responsible for granting waivers to commercial or multi-family generators that meet the de minimis requirements subject to the requirements under SB1383, pursuant to 14 CCR Section 1898411, or other requirements that may be specified by City. This includes physical space waivers where services may be impacted.

Franchisee shall provide City with required generator information on services and activity that is needed as part of the waiver application. Franchisee may also assist generators with waiver applications or submit on their behalf.

6. Edible Food Recovery

Franchisee shall provide City with necessary data and reporting to determine which customers are considered tier 1 and tier 2 commercial edible food generators.

At least annually, the Franchisee shall provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

7. Reporting

Franchisee will provide the data or prepare reports required to meet SB1383 requirements which includes:

- The number of generators that receive organic waste collection service
- The number of route reviews conducted for prohibited container contaminants
- The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.
- The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews
- The number of commercial edible food generators located within the jurisdiction

EXHIBIT C - DEFINITIONS

For the purposes of this Franchise Agreement, the following terms, when used with initial capitalization, shall have the meanings set forth in this Section:

A. AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, being Division 30 of the California Public Resources Code, commencing with Section 40000 thereof, as it may be amended from time to time.

B. AB 1826. "AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time

C. BULKY WASTE. "Bulky Waste" means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "Electronic-Waste"); wood waste, tree trunks and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky Waste does not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two persons. In addition, Bulky Waste does not include waste tires.

D. CHANGE IN LAW. "Change in Law" means the imposition (or removal), after the establishment of a Fee relative to a Franchise Agreement, of any duty or burden imposed upon the Franchisee in the performance of the Solid Waste Handling services required of it under the Franchise Agreement which is or becomes additional to (or is subtracted from) or different from those duties required or contemplated in its Franchise Agreement, or which must be performed in a different manner from that in which it is initially contemplated to be performed, and which results from any of the following:

(1) the enactment, issuance, adoption, repeal, amendment or modification of any federal, state or local law, statute, ordinance or regulation.

(2) a regulatory agency or other administrative agency interpreting a regulation, a judicial decision of a federal court interpreting federal law or statute, or a judicial decision of a court having jurisdiction within California interpreting a federal, state or local law, statute, ordinance or regulation, in a manner different from the interpretation which had previously been generally relied upon in California within the solid waste collection and hauling industry.

E. CHANGE IN LAW ADJUSTMENT. "Change in Law Adjustment" means the adjustment to Fee as determined under the provisions of Section 13–B (6) of this Agreement.

F. CHANGE IN OWNERSHIP. "Change in Ownership" occurs when either a transaction or event, results in fifty percent (50%) or more of the beneficial ownership of the Franchisee being different than such ownership as of the date of the approval by the

City of the Franchise Agreement or, if applicable, as of the date of the most recent consent of the City to a Change of Ownership. The owners of the beneficial ownership of Franchisee on the date of the approval of the Franchise Agreement or, if applicable, on the date of the most recent consent of the City to a Change of Ownership, shall be referred to in this subsection as an "Initial Owner". A Change in Ownership will be determined by application of the following:

(1) Any beneficial interest owned by an individual related by blood or marriage to an Initial Owner shall be considered as owned by an Initial Owner in determining if a Change in Ownership has occurred.

(2) Any public offering of stock where the stock is offered for sale to the general public and does not constitute a private placement shall be disregarded in determining if a Change in Ownership has occurred.

(3) Sales, transfers, issuances or pledges of non-voting shares of stock will not be considered in determining if a Change in Ownership has occurred, until and unless and only to the extent that such stock is converted into voting shares of stock.

(4) The pledge of, or any other action taken relative to, voting shares of stock which results in any voting rights of such stock being exercised by other than an Initial Owner shall be considered to be a transfer of such stock for the purposes of determining if a Change in Ownership has occurred.

G. CHANGE IN SCOPE ADJUSTMENT. "Change in Scope Adjustment" means the adjustment to Fee as determined under the provisions of Section 13–B (5) of this Agreement.

H. COMMERCIAL EDIBLE FOOD GENERATORS. "Commercial Edible Food Generator" means a Businesses identified as Tier One and Tier Two edible food generators as defined in 14 CCR Section 18982.

I. CONSUMER PRICE INDEX. "Consumer Price Index" or "CPI" means the Consumer Price Index, All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CUURS49BSA0, Base Date 1982-84=100, or the most similar successor index if this index is no longer published.

J. CITY. "City" means the City of Madera, State of California.

K. CITY SOLID WASTE DISPOSAL SYSTEM. "City Solid Waste Disposal System" means at any particular time, the then-existing Solid Waste Facilities which the City owns, leases or has a contractual right to use.

L. CUSTOMER. "Customer" means any Person receiving Solid Waste Handling services pursuant to this Agreement.

M. DESIGNATED SOURCE SEPERATED ORGANIC WASTE FACILITY: "Designated Source Separated Organic Waste Facility" means a facility identified by Franchisee that meets the definition of 14 CCR Section 18982(a)(33).

N. DISPOSAL COMPONENT. "Disposal Component" means the portion of the Fee's that apply to Solid Waste Disposal or Processing. The Disposal Component at the effective date of this agreement is equal to Twenty percent (20.0%).

O. DROP BOX. "Drop Box" means a steel, open-top container holding at least eight (8) cubic yards that rolls off and on a transport truck.

P. EFFECTIVE DATE. "Effective Date" means August 1, 2022.

Q. ELECTRONIC WASTE. "Electronic Waste" for purposes of this Agreement means electronic waste materials generated by residential or commercial Customers that render the items hazardous depending upon their condition and density, such as, but not limited to, televisions, computer monitors containing Cathode Ray Tubes (CRTs), cell phones, scanners, fax machines and other items as determined by applicable laws and regulations.

R. EXCLUDED WASTE. "Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved/Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Franchisee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Franchisee or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

S. FEE. "Fee" means the inclusive Fee schedule attached to this Agreement as Exhibit "D," which provides the Fees to be paid to Franchisee by City in consideration of the Solid Waste Handling services provided by Franchisee hereunder. The Fees in Exhibit D include a Franchise Fee.

T. FOOD SCRAPS. "Food Scraps" means all discarded food such as fruits, vegetables, beans, pasta, and other materials accepted at the designated organics processing facility.

U. FRANCHISE AGREEMENT. "Franchise Agreement" means the Agreement entered into between the City and the Franchisee which authorizes/requires the Franchisee to provide Solid Waste Handling services in a specified Franchise Area.

V. FRANCHISE FEE. "Franchise Fee" means a defined portion of revenue from rates retained by City as compensation to City for the exclusive right assigned to Franchisee to provide Solid Waste Handling services within the Franchise area.

W. FRANCHISEE. "Franchisee" means Mid-Valley Disposal, LLC, a California Limited Liability Company.

X. GREEN WASTE. "Green Waste" means discarded Solid Waste consisting of grass clippings, leaves, branches, tree trunks and other vegetative matter not more than six (6) inches in diameter or four (4) feet in length.

Y. GROSS RECEIPTS.

(1) "Gross Receipts" means all monies received by Franchisee for providing the Solid Waste Handling services specified in its Franchise Agreement **EXHIBIT D.**

(2) "Gross Receipts Less Disposal Charges" means Gross Receipts less that part of the monies received by the Franchisee that are collected from Customers for payment of the fee imposed for disposing of the Solid Waste at a Solid Waste Facility.

Z. HAZARDOUS WASTE. "Hazardous Waste" means any waste material or mixture of waste which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat or other means, if such waste or mixture of waste may cause substantial personal injury, serious illness or harm to humans, domestic animals or wildlife during or as a proximate result of any disposal of such waste or mixture of wastes as defined in Article 2, Chapter 6.5, Section 25117 of the California Health and Safety Code and Title 22 of California Code of Regulations, Section 66261.3. The terms "toxic," "corrosive," "flammable," "irritant," and "strong sensitizer" shall be given the same meaning as in the California Hazardous Substances Act (Chapter 12, commencing with Section 28740.1, Division 21 of the California Health and Safety Code).

AA. MANAGER. "Manager" means the City Manager of the City of Madera, or designee of City Manager.

BB. MATERIALS RECOVERY FACILITY. "Materials recovery facility" or "MRF" is a facility designed to remove recyclables and other valuable materials from the waste stream collected through a residential, commercial or industrial Solid Waste Handling program that is approved to operate by the appropriate state and local agencies.

CC. MULTI-JURISDICTION LOAD REPORT. "Multi-Jurisdiction Load Report" means a report which sets out the amount, and place of collection, of Solid Waste delivered to the City Solid Waste Disposal System.

DD. ORGANIC MATERIAL. "Organic Material" means Green Waste and Food Waste which are specifically accepted at an organics processing facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.

EE. PERSON. "Person" includes, without limitation, individuals, associations, clubs, societies, firms, partnerships, joint ventures, sole proprietorships, corporations, limited liability companies, schools, colleges and all governmental agencies and entities.

FF. PROCESSING. "Processing" means the reduction, separation, recovery, conversion or recycling of Solid Waste.

GG. PROHIBITED CONTAINER CONTAMINANTS. "Prohibited Container Contaminants" means (i) items placed in the Blue Container that are not identified as acceptable Recyclable Materials; (ii) items placed in the Green Container that are not identified as acceptable organic waste; (iii) items placed in the Gray Container that are acceptable to be placed in City's Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any Container.

HH. RATES. "Rate" or "Rates" means rates charged by City of Madera or by Franchisee, as applicable, to Customers for Solid Waste Handling Services provided.

II. RECYCLABLE MATERIALS. "Recyclable Materials" means discarded Solid Waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to, separated paper, glass, cardboard, plastic, ferrous materials or aluminum.

JJ. RESIDUAL SOLID WASTE. "Residual Solid Waste" means the solid waste destined for disposal, transformation, further transfer/processing as defined in section 17402(a)(30) or (31) of the California Code of Regulations Title 14, Article 6, which remains after processing has taken place.

KK. SB 1383. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

LL. SECURITY. "Security" means a corporate surety bond, a letter of credit or other security device acceptable to City, as provided in Section 9–F.

MM. SOLID WASTE. Except as provided in sub-subsections (1), (2), (3) and (4), "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances (subject to salvage and other special handling requirements under applicable law and regulation), dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, including Recyclable Materials and Green Waste.

(1) "Solid Waste" does not include Hazardous Waste and does not include low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code.

(2) "Solid Waste" does not include medical waste (except treated medical waste) which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 (commencing with Section 25015) of Division 20 of the California Health and Safety Code).

(3) Solid Waste does not include petroleum or a petroleum product or fraction thereof at reasonably detectable levels, asbestos and, with respect to a particular Solid Waste Facility, any waste or material which a regulatory agency, the Facility's solid waste facility permit or City policy, does not allow to be accepted for transfer, Processing, composting, transformation or disposal at that Facility.

(4) Solid Waste does not include items which would be Recyclable Materials but for the fact that they are personally separated from other Solid Waste by the generator thereof and are donated or sold to third parties. For purposes of this section, no donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum (including without limit as a consulting fee, container rental or other fees or tangible consideration) either: (i) in lieu of being directly charged for collecting, transporting, processing or recycling such item; or (ii) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the disposal service rate on un-segregated Solid Waste containing such an item be deemed to be the donation or sale of such an item to a third party.

NN. SOLID WASTE FACILITY. "Solid Waste Facility" means any facility that is designed to manage any type of Solid Waste and includes transfer, Processing, composting, transformation and disposal facilities.

OO. SOLID WASTE FACILITY FEE. "Solid Waste Facility Fee" means the fee charged for use of a Solid Waste Facility. The Solid Waste Facility Fee is $24.60 per ton as of the effective date of this agreement.

PP. SOLID WASTE HANDLING. "Solid Waste Handling" means one or more of the following: the collection of Solid Waste from a commercial, residential, construction or industrial source; the transportation of such Solid Waste to a Solid Waste Facility; and the transfer, Processing, composting, transformation or disposal of such Solid Waste at the Solid Waste Facility.

QQ. SPECIAL WASTES. "Special Wastes" means all the items and materials which are designated as such in a Franchise Agreement.

RR. TRANSFORMATION. "Transformation" as used in this Agreement shall have the same meaning as set forth in Public Resources Code Section 40201, as it may be amended from time to time.

EXHIBIT D – FEES

Customer Classes/Service Type	8/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Residential					
Three Standard Containers	$28.72	$31.60	$34.76	$36.49	$38.32
Add'l Grey	$11.81	$12.99	$14.29	$15.01	$15.76
Add'l Green	$9.80	$10.78	$11.86	$12.45	$13.07
Add'l Blue	$8.32	$9.15	$10.07	$10.57	$11.10
New Residence 3 Cart Start-up Fee	$241.84	$266.02	$292.62	$307.25	$322.62
Contamination Fee - 1st occurrence	$12.00	$13.20	$14.52	$15.25	$16.01
Contamination Fee - 2nd occurrence	$24.00	$26.40	$29.04	$30.49	$32.02
Commercial MSW					
96 Gallon Grey					
1x per week	$23.75	$26.13	$28.74	$30.17	$31.68
2x per week	$45.00	$49.50	$54.45	$57.17	$60.03
3x per week	$85.00	$93.50	$102.85	$107.99	$113.39
2 Cubic Yard					
1x per week	$90.00	$99.00	$108.90	$114.35	$120.06
2x per week	$168.75	$185.63	$204.19	$214.40	$225.12
3x per week	$243.75	$268.13	$294.94	$309.68	$325.17
4x per week	$300.00	$330.00	$363.00	$381.15	$400.21
5x per week	$387.50	$426.25	$468.88	$492.32	$516.93
3 Cubic Yard					
1x per week	$127.50	$140.25	$154.28	$161.99	$170.09
2x per week	$240.00	$264.00	$290.40	$304.92	$320.17
3x per week	$337.50	$371.25	$408.38	$428.79	$450.23
4x per week	$405.00	$445.50	$490.05	$514.55	$540.28
5x per week	$468.75	$515.63	$567.19	$595.55	$625.32
4 Cubic Yard					
1x per week	$157.50	$173.25	$190.58	$200.10	$210.11
2x per week	$273.75	$301.13	$331.24	$345.25	$359.06
3x per week	$368.75	$405.63	$446.19	$465.07	$483.68
4x per week	$481.25	$529.38	$582.31	$608.66	$633.00
5x per week	$600.00	$660.00	$726.00	$762.30	$800.42

6 Cubic Yard					
1x per week	*$195.00*	*$214.50*	*$235.95*	*$247.75*	*$260.13*
2x per week	*$305.00*	*$335.50*	*$369.05*	*$385.87*	*$401.30*
3x per week	*$417.50*	*$459.25*	*$505.18*	*$526.00*	*$547.04*
4x per week	*$562.50*	*$618.75*	*$680.63*	*$714.66*	*$750.39*
5x per week	*$700.00*	*$770.00*	*$847.00*	*$884.68*	*$920.06*
*Customer owned compactor rates are 200% of normal rate					
Commercial Recyclables Rates					
96 Gallon Blue					
1x per week	*$11.25*	*$12.38*	*$13.61*	*$14.29*	*$15.01*
2x per week	*$22.50*	*$24.75*	*$27.23*	*$28.59*	*$30.02*
3x per week	*$33.75*	*$37.13*	*$40.84*	*$42.88*	*$45.02*
2 Cubic Yard					
1x per week	*$52.50*	*$57.75*	*$63.53*	*$66.70*	*$70.04*
2x per week	*$87.50*	*$96.25*	*$105.88*	*$111.17*	*$116.73*
3x per week	*$127.50*	*$140.25*	*$154.28*	*$161.99*	*$170.09*
3 Cubic Yard					
1x per week	*$67.50*	*$74.25*	*$81.68*	*$85.76*	*$90.05*
2x per week	*$121.25*	*$133.38*	*$146.71*	*$154.05*	*$161.75*
3x per week	*$190.00*	*$209.00*	*$229.90*	*$241.40*	*$253.46*
4 Cubic Yard					
1x per week	*$83.75*	*$92.13*	*$101.34*	*$106.40*	*$111.72*
2x per week	*$137.50*	*$151.25*	*$166.38*	*$174.69*	*$183.43*
3x per week	*$211.25*	*$232.38*	*$255.61*	*$268.39*	*$281.81*
6 Cubic Yard					
1x per week	*$103.00*	*$113.30*	*$124.63*	*$130.86*	*$137.40*
2x per week	*$193.75*	*$213.13*	*$234.44*	*$246.16*	*$258.47*
3x per week	*$262.50*	*$288.75*	*$317.63*	*$333.51*	*$350.18*
Commercial Organics Rates					
96 Gallon Container					
1x per week	*$16.75*	*$18.43*	*$20.27*	*$21.13*	*$21.98*
2x per week	*$32.25*	*$35.48*	*$39.02*	*$40.97*	*$43.02*
3x per week	*$51.50*	*$56.65*	*$62.32*	*$65.43*	*$68.70*
4x per week	*$68.25*	*$75.08*	*$82.58*	*$86.71*	*$91.05*
5x per week	*$83.75*	*$92.13*	*$101.34*	*$106.40*	*$111.72*
2 Cubic Yard Bin					
1x per week	*$69.63*	*$76.59*	*$84.25*	*$88.46*	*$92.88*
2x per week	*$127.50*	*$140.25*	*$154.28*	*$161.99*	*$170.09*

3x per week	*$185.50*	*$204.05*	*$224.46*	*$235.68*	*$247.46*
4x per week	*$243.38*	*$267.71*	*$294.48*	*$309.21*	*$324.67*
5x per week	*$301.38*	*$331.51*	*$364.66*	*$382.90*	*$402.04*
Commercial Contamination Fees*					
1st Occurrence - Per Container Cu Yard	*$12.00*	*$13.20*	*$14.52*	*$15.25*	*$16.01*
2nd Occurrence - Per Container Cu Yard	*$20.00*	*$22.00*	*$24.20*	*$25.41*	*$26.68*
Overloaded Container - Per Container Cu Yard	*$12.00*	*$13.20*	*$14.52*	*$15.25*	*$16.01*
*Contamination applies to all three material types					
Roll Off					
Monthly Rent	*$219.17*	*$241.09*	*$265.20*	*$278.46*	*$292.38*
Pull Charges Per Load	*$262.50*	*$288.75*	*$317.63*	*$333.51*	*$350.18*
Tonnage Fees	*Based on landfill tipping fees*				
Miscellaneous*					
Lost Lock Fee	*$18.15*	*$19.97*	*$21.96*	*$23.06*	*$24.21*
New or Replacement Can	*$64.49*	*$70.94*	*$78.03*	*$81.93*	*$86.03*
Delivery Charge	*$12.10*	*$13.31*	*$14.64*	*$15.37*	*$16.14*
**Miscellaneous fees are contractor rates and do not include a franchise fee					

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: November 18, 2026

Agenda Number: D-2

SUBJECT:

Junior Giants League Agreement 2027 for Youth Baseball (Ages 5–13)

RECOMMENDATION:

Adopt a Resolution Approving of a League Agreement between the City of Madera and the Junior Giants Organization for the 2027 Summer League Season

SUMMARY:

Staff is requesting City Council (Council) approval to enter into a League Agreement with the San Francisco Giants' Junior Giants program to offer free recreational baseball for youth ages 5 to 13 during the months of June through August 2027. While participation is free to the public, there are commitments the City must make regarding staff time for the program and compliance with program requirements.

DISCUSSION:

On February 4, 2026, Council ratified approval of a League Agreement between the City and the Junior Giants Organization for the 2026 Summer League season. Staff desires to continue participation with the Junior Giants for a second season.

The League Agreement approved for the 2026 Summer League season provided an opportunity for local youth to participate in an organized baseball league at no cost to families, removing financial barriers to participation. All registered players received a San Francisco Giants-branded hat, shirt, pants, and a glove (if needed), all provided by the Junior Giants organization. In addition, the Junior Giants supplied essential league equipment including baseballs, pitching machines, and batting tees, ensuring the program operated safely and efficiently.

As part of the Junior Giants program model, AmeriCorps Ambassadors are assigned to support league operations throughout the season. These individuals work directly with City staff to assist with player recruitment, program marketing, community outreach, parent and coach communications, volunteer coordination, and the organization and distribution of program equipment. Ambassadors facilitate required meetings, trainings, and educational activities for participants and volunteers. These individuals also have an active presence at practices and games throughout the season.

The City provided field space for practices and games, maintained insurance coverage, assisted with game day supervision and league coordination. Teams were coached by City staff and/or volunteer coaches. There was no exchange of funds between the City and Junior Giants as part of the 2026 agreement. Some of the 2026 highlights include:

- Start date: June 7, 2027
- 285 players registered
- Hosted 19 teams
- Total of 19 coaches
- 6-game season

Beyond equipment and uniforms, the Junior Giants program also supports participating communities through coach training resources, program curriculum, and an emphasis on youth development values such as teamwork, confidence, sportsmanship, and healthy lifestyles. The program is nationally recognized for promoting equity, inclusion, and positive youth development through sports.

The Junior Giants program is structured to operate during the months of June through August, which aligns outside the primary spring season for existing Little League and City of Madera baseball/T-ball programs. As a result, the League Agreement would not interfere with or compete against current Little League operations within Madera. Instead, the program is intended to complement existing leagues by providing an additional recreational opportunity during the summer months, keeping youth engaged in baseball when many traditional leagues are not in session.

All player, volunteer, and coach registration is administered through the Junior Giants online registration platform. Access to participant information is limited to authorized Junior Giants personnel and approved City staff responsible for program administration.

The Junior Giants Foundation conducts online background checks for league volunteer coaches. In addition, volunteer coaches are required to complete the City's criminal history check requirements at no cost to the volunteer.

The City will provide mandated reporter and child abuse prevention training through online or in-person training opportunities and will maintain appropriate child abuse prevention policies.

The City currently provides access to Automated External Defibrillators (AEDs) at facilities utilized for Junior Giants games and practices, including Town & Country Park and Sunrise Rotary Sports Complex. The Giants Community Fund has incorporated requirements related to Assembly Bill 310 into the 2027 Junior Giants League Agreement, including mandatory CPR and AED certification for coaches. The City supports compliance with these requirements by providing training opportunities and making concussion and sudden cardiac arrest educational materials available to coaches.

Approval of this agreement will allow the City to continue expanding recreational opportunities, increasing youth participation in organized sports, and providing a high-quality baseball experience at no cost to residents through the Junior Giants program. Following the successful implementation of the program's inaugural season, staff has gained valuable operational experience that will improve program coordination and reduce staff time required during the initial planning and startup phases. Building upon the success of the first season, staff anticipates increased community involvement, volunteer engagement, and player participation as awareness of the program continues to grow.

FINANCIAL IMPACT:

The Junior Giants organization will continue to fully fund all uniforms, equipment, and league supplies for participating players, including hats, jerseys, pants, gloves (if needed), baseballs, pitching machines, and tees.

The City's financial impact is limited to staff time required to organize the league, schedule practices and games, and manage day-to-day operations. These responsibilities align with existing recreational programming functions; however, staff time will be reflected in the program's budget. During Fiscal Year 2026/27, approximately 88 part-time staff hours and 20 full-time staff hours were expended to support the Junior Giants season. The current adopted budget includes approximately 97 remaining part-time staff hours, which are available to support continued program administration and operations during the remainder of the fiscal year. No additional staffing, materials, or budget appropriations are anticipated beyond this limited staff time.

For Fiscal Year 2027/28, Parks & Community Services anticipates requesting approval of approximately 100 additional part-time staff hours and 20 full-time staff hours to support the remaining term of the agreement. These hours will be utilized for program coordination, participant registration, scheduling, volunteer management, and overall administration of the Junior Giants program. No additional program costs are anticipated beyond the requested staff time.

ALTERNATIVES:

The City Council may consider the following alternatives:

- Request that additional information or clarification be provided at an upcoming meeting.
- Elect not to approve the Junior Giants League Agreement for the 2027 Summer Season.

ATTACHMENTS:

1. Resolution Approving of a League Agreement between the City of Madera and the Junior Giants Organization for the 2027 Summer League season
    a. Exhibit A: League Agreement

ATTACHMENT 1

RESOLUTION NO. 26- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING OF A LEAGUE AGREEMENT BETWEEN THE CITY OF MADERA AND THE JUNIOR GIANTS FOR SUMMER LEAGUE 2027

WHEREAS, the City of Madera (City) and the Junior Giants organization successfully collaborated during the 2026 Summer League to provide baseball programming to Madera's youth free of charge; and

WHEREAS, the City and Junior Giants desire to continue the relationship and provide continued free programming for the 2027 summer season; and

WHEREAS, a League Agreement is necessary to continue the program.

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

1. The foregoing recitals are true and correct.
2. The 2027 Summer League Agreement with the Junior Giants organization is approved, attached as Exhibit A and incorporated herein.
3. The Director of Parks and Community Services is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

*** * * * * ***

Exhibit A – League Agreement

2027 Junior Giants League Agreement

Introduction

1. League *

Antioch
Atwater
Brentwood
Carson City
Castroville
Chico
Citrus Heights
Concord
Corning
Cottonwood
Daly City
Del Norte County
East Palo Alto
Fernley
Fresno JJC
Greenfield
Half Moon Bay
Hanford
Hayward
Healdsburg
Hollister
Kelseyville
Lamont- Bear Mountain
Lathrop
Lodi
Lompoc
Los Banos
Madera
Manteca
Marin City
Marina
Medford
Merced (City)
Merced- Franklin/Beachwood
Merced- Planada
Merced- Winton
Milpitas
Modesto
Mt. Shasta
Napa
Newark
Oakland
Orangevale

Oroville
Paso Robles
Patterson
Pittsburg
Pittsburg- Bay Point
Porterville
Rancho Cordova
Rancho Tehama
Red Bluff
Redding
Redwood City
Reedley
Reno
Richmond
Riverbank
Rohnert Park
Roseville
Sacramento
Sacramento- Southgate
Salinas
San Bruno
San Francisco- Hunters Point
San Francisco Rec & Park
San Jose FMCI
San Jose PAL
San Juan Bautista
San Luis Obispo
San Mateo
San Pablo
San Rafael
Sanger
Santa Maria
Santa Maria- Guadalupe
Santa Rosa
Seaside
South Lake Tahoe
South San Francisco
Stockton
Suisun City
Tracy
Ukiah
Vacaville
Vallejo
West Sacramento
Woodland

2. Your organization's full name (to be listed online/printed on fliers) *

3. Your name *

First

Last

4. Your email (you'll receive a copy of your response) *

5. Junior Giants staff member *

- Bailey Rodriguez
- Cassandra Hofman
- Caylee Johnston
- Nicole Catchatoorian

Contact Information

6. Commissioner contact information *

Name (first and last)

Office phone number

Cell phone number

Email address

7. Please note that the contact information listed above (except cell phone number) will be posted online if participants have registration questions.

If you prefer different contact information to be listed online, please enter it below. If not, you can skip this question.

Name (first and last)

Email address

Phone number

8. Current league shipping address

*Please note: this is where all your materials will be delivered. *

Address

City

State

Zip

9. Anything specific we should know about shipping to your league? Examples: our offices are closed on Mondays, temporary address during construction, etc.

If not, you can skip this question.

10. Assistant Commissioner contact information

If none, you can skip this question.

Name (first and last)

Office phone number

Cell phone number

Email address

11. Please enter any other contacts you would like included on group emails from the GCF (Commissioner and Assistant Commissioner are already included).

If none, you can skip this question.

	Name	Email
Contact		
Contact		
Contact		

12. The best way to ensure you have a good Ambassador is to recommend someone you know from your community. Do you have any recommendations of someone who could be an Ambassador in your league next season? We will reach out to them when the application goes live at the end of this year.

If not, you can skip this question. If you have more than 1, leave their info in the comments.

Full name

Email

Phone

How do you know them?

Comments

13. How many **“AmeriCorps Serving Here” signs** (8.5" x 11" with zip-ties) would you like to order?

Please request 1 sign for each field location where games are held. These signs are REQUIRED and must be displayed at the field(s) where your AmeriCorps Ambassador is serving.

2026 Example (design subject to change):

*

0 - I have enough in my current inventory that I can use.
1
2
3
4
5
6

14. Do you have any local contacts who would be interested in running the Junior Giants Schools program through their afterschool program or PE classes in the spring?

If not, you can skip this question. If you have more than 1, leave their info in the comments.

Note: We will gladly take recommendations for any area, but some of our target geographic regions are Bakersfield, Carson City, Fairfield, Fresno, Klamath Falls, Oakland, San Jose, Turlock and Yuba City.

Full name

School/agency name

School/agency city

Role at school/agency

Email

Phone

Comments

2027 Planning

15. How many players and teams do you plan on hosting in each of the following divisions?

- Please use the suggested projections for your league sent by GCF staff as a starting point.
- If you don't plan on hosting a specific division, you can leave it blank or

write 0.

- We recommend building teams to 15 players per team, so a sample breakdown would be:
  - T-ball Baseball: 60 players / 4 teams
  - Minors Baseball: 90 players / 6 teams
  - Minors Softball: 30 players / 2 teams
  - Majors Baseball: 60 players / 4 teams
- We encourage all leagues to host T-ball, Minors and Majors Baseball as well as Minors Softball at a minimum.
- Both Baseball and Softball are coed, but Softball is typically primarily girls.

*

	# Players	# Teams
T-ball Baseball (5-6 years)		
T-ball Softball (5-6 years)		
Minors Baseball (7-9 years)		
Minors Softball (7-9 years)		
Majors Baseball (10-13 years)		
Majors Softball (10-13 years)		
Seniors Baseball (14-18 years)		
Seniors Softball (14-18 years)		
Special Olympics (5-9 years)		
Special Olympics (10-18 years)		

Comments

16. Are you planning on running a Special Olympics division this year? *

- Yes
- No

17. Are you planning on running at least one softball division this season? *

- Yes
- No

18. Why are you not planning on running softball this season?

Please select all that apply and elaborate in the comments. *

- [ ] Not enough fields
- [ ] Not enough staff
- [ ] Not enough volunteers
- [ ] New Commissioner for upcoming season
- [ ] Don't have enough players to separate softball/baseball
- [ ] Don't think we could recruit enough girls
- [ ] Want boys and girls to play coed baseball together
- [ ] Other - Write In (Required)

*

Comments

19. When do you think you might be able to start a softball division? *

- ○ 2028
- ○ 2029
- ○ 2030 or later
- ○ Don't think we can start a softball division in the foreseeable future

Recruitment Materials

20. **RECRUITMENT MATERIALS**

Contingent upon budget, we will provide printed fliers, PDF fliers and other digital resources (email templates, etc.).

If budget allows, we will also order posters (same design as fliers but larger) and/or vinyl banners.

Which of the following would you like to order? *

- [ ] Printed fliers: 8.5" x 11"
- [ ] Posters: 22" x 28" (same design as flier, only larger)
- [ ] Vinyl Recruitment Banners: 24" x 72" (banner reads: 'Free Youth Baseball/Softball - Register to Play This Summer - gojrgiants.org')
- [ ] Vinyl Home of JRG Banners: 24" x 72" (banner reads: 'Home of Junior Giants - Free Youth Baseball/Softball - learn more at gojrgiants.org')
- [ ] None of the above: PDF fliers ONLY (no printed items)

21. How many **printed fliers** (8.5" x 11") would you like to order?

**See 2026 example below. Look & feel will change for 2027, but general layout will remain the same. League-specific information will be printed in the white space. Fliers are double-sided with English on one side and Spanish on one side. If you do not run a softball division, you will receive a Baseball-only flier.*

***Note**: these are contingent on our budget and will be approved later.**

22. How many **printed Softball-only fliers** (8.5" x 11") would you like to request?

**Please note that if you run a softball division, you will receive a Baseball/Softball combo flier, as noted in the previous question. These Softball-only fliers are additional, and intended for softball-specific recruitment. 2026 Example:*

***Note**: these are contingent on our budget and will be approved later.**

23. How many **printed Special Olympics fliers** (8.5" x 11") would you like to request?

**Please note that if you run a Special Olympics division, you will receive a standard Baseball/Softball or Baseball-Only flier, as noted in a previous question. These Special Olympics fliers are additional, and intended for Special Olympics recruitment.*

***Special Olympics fliers will be a combo baseball/softball flier with the Special Olympics logo and a standard disclaimer of "This division is hosted in partnership with Special Olympics NorCal and is intended for youth with intellectual disabilities." included.*

2026 Example (please note that for 2027 this will be a baseball/softball combo flier):

***Note**: these are contingent on our budget and will be approved later.**

24. How many **posters** (22" x 28") would you like to request?

**Same design as fliers, only larger.*

***Note**: these are contingent on our budget and will be approved later.* *

25. How many **vinyl recruitment banners** (24" x 72") would you like to request?

**See example below. Design subject to change.*

***Note**: these are contingent on our budget and will be approved later.* *

26. How many **vinyl 'Home of JRG' banners** (24" x 72") would you like to request?

**See example below. Design subject to change.*

***Note**: these are contingent on our budget and will be approved later.* *

27. Contact information to be printed on fliers/posters *

Name

Email

Phone number (123) 555-1234

28. All fliers/posters will be printed with the following information:

Your agency name
Sign up online starting April 1!
League starts mid-June / Ages 5-13 *(will be specific to your league)*
For questions, please contact:
Name, email and phone you provided
In-person registration info and any disclaimers (if applicable)

**2026 Example:*

Please initial below to confirm you understand: *

Initial

29. Do you have any school district or other disclaimers we should include on your fliers? *

- Yes
- No

30. Please paste your disclaimer(s) here: *

31. Do you need fliers in another language besides English/Spanish?*

- Yes
- No

32. What additional language do you need fliers in, and how many would you like to request? *

Language(s)

Quantity

33. Do you need your agency's logo printed on your fliers/posters?*

- Yes
- No

34. Please upload your agency's logo here.
**If you have any issues uploading your logo, please email it to jrgiants@sfgiants.com*

Browse...

35. Do you plan on hosting any in-person registration days or offering registration assistance in your office? *

- Yes
- No

36. Which will you offer? *

- Ongoing support in our office
- 1 or more dedicated sign-up days
- Both

37. Please provide details for ongoing registration support in your office.

Example:
Monday - Friday
9:00 - 5:00 PM
April 1 - May 31
Antioch Park & Recreation Office
123 Main Street, Antioch

Note: While we can keep online registration open throughout the season, we recommend ending in-person registration by May 31 so families are motivated to sign up sooner. *

Days of the week	
Start time (include AM/PM)	
End time (include AM/PM)	
Start date (no earlier than April 1)	
End date (no later than May 31)	
Location name	
Address	
City	

38. Please provide details for your dedicated registration day(s).

Example:
April 10 & May 1
5:00 - 7:00 PM
Antioch Library
123 Main Street, Antioch

Note: While we can keep online registration open throughout the season, we recommend ending in-person registration by May 31 so families are motivated to sign up sooner. *

Date(s) (between April 1-May 31)	
Start time (include AM/PM)	
End time (include AM/PM)	
Location name	
Address	
City	

2027 Junior Giants League Agreement

39. **2027 Season Schedule**

The Organization shall ensure that its Junior Giants season will be 8 weeks in duration (including practices) and follow the Junior Giants Season & Program Schedule below:

- Week of June 7: **Week 1: Introduction to Junior Giants** (practices only or 1 game and 1 practice for each team)
- Week of June 14: **Week 2: Health** (practices only or 1 game and 1 practice for each team)
- Week of June 21: **Week 3: Strike Out Bullying** (begin playing games if games have not already started. Remainder of season should consist of 1 practice and 1 game each week for each team.)
- Week of June 28: **Week 4: Education**
- Week of July 5: **Week 5: Confidence**
- Week of July 12: **Week 6: Teamwork**
- Week of July 19: **Week 7: Leadership**
- Week of July 26: **Week 8: Integrity**

Can you adhere to this schedule? *

- ○ Yes, we can
- ○ No, we cannot

40. When will you start your season?

- Please note, if you start the season earlier than June 7, we can't guarantee that you will receive all supplies/materials in time.
- Your league is still required to run for 8 weeks even if you start a week later.
- Please use the comment box to explain why you need to start a week earlier or later.

*

- Week of May 31 (1 week early)
- Week of June 14 (1 week late)

Comments *

41. You will be required to host the following trainings before your practices begin:
(1) **First Pitch Meeting**
(1) **Volunteer Meeting**
(1) **Coaches Clinic**

Please initial below to indicate you are aware of the following responsibilities:

- Organizing the logistics behind the scenes to coordinate
- Promoting the dates to your league in advance

*

Initial

42. **Commissioner/Agency Responsibilities**

- The Acting Commissioner of the League shall virtually attend (or watch the recordings of) the mandatory **Commissioners Clubhouse Chats** hosted the last Wednesday of each month.
- The Acting Commissioner of the League shall attend the mandatory **Commissioners Camp** in February.
- The Commissioner(s) shall meet with Giants Community Fund staff for annual **league meetings** and other meetings as needed.
- The Organization will provide secure, year-round storage for all equipment provided by the Giants Community Fund with the exception of equipment that is no longer safe to use.
- The Organization will not use the equipment/supplies provided for other programs/leagues (with the exception of rewards from previous seasons).
- The Organization will run the program according to the Junior Giants Code of Ethics.
- The Organization will be responsible for the day to day operation of the league, including:
  - Promoting registration for players and volunteers
  - Booking fields for practices and games
  - Creating rosters and schedules
  - Storing supplies, distributing supplies at the beginning of the season, collecting supplies at the end of the season and completing a postseason inventory survey
  - Communicating with participants before, during and after the season
  - Creating a heat plan/bad weather plan and communicating it with participants
  - Running practices and games day-of

*

Initial ☐

43. **AmeriCorps Ambassador**

- The Giants Community Fund will do everything in its power to find at least one Ambassador for every league, but an Ambassador is not guaranteed. Leagues are responsible for assisting the GCF in Ambassador recruitment.
- The Commissioner(s) will make contact with the Ambassador within 2 business days of being connected via email and will schedule a sit-down meeting (in-person or via Zoom) within 1 week.
- The Ambassador & Commissioner(s) will complete the Roles & Responsibilities checklist within 2 weeks of the Ambassador's term start date.
- The Commissioner(s) will continue to meet with the Ambassador weekly throughout their term and will also be responsive to their questions via phone/email.
- The Organization will make sure at least (1) staff member who is knowledgeable about the Junior Giants program is at the field with the Ambassador during the entirety of practice and game days.
- The Commissioner(s) will conduct an exit interview with the Ambassador before their final day of service.

*

Initial ☐

44. **Nondiscrimination**

The Organization will refrain from discriminating on the basis of race, color, creed, national origin, gender, gender identity and expression, sexual orientation, disability, and military status in any of its activities or operations. The Organization shall foster an inclusive and welcoming environment for all players, coaches, volunteers, and families. The Organization shall provide equal opportunities for both females and males to play and coach. *

Initial ☐

45. **Online Registration**

The organization shall:

- Conduct all player, coach, and team parent registration through GCF's online sports management system, LeagueApps*.
- Not accept any other form of registration (i.e. paper registration).
- Require each participants' parent(s)/guardian(s) to sign a Player Waiver & each volunteer to sign the Coach Waiver upon registration through LeagueApps prior to any participation in Junior Giants.

**Specific platform subject to change* *

Initial ☐

46. **Data Privacy**

The Organization acknowledges that, in connection with the operation of the League, it may collect, receive, or have access to personally identifiable information of participants, parents, guardians, coaches, and volunteers, including information relating to minors ("Personal Information"). The Organization shall comply with all applicable federal, state, and local laws and regulations regarding the collection, use, storage, and disclosure of Personal Information, including the Children's Online Privacy Protection Act (COPPA), the California Consumer Privacy Act (CCPA), and the California Privacy Rights Act (CPRA), to the extent applicable.

The Organization shall: (1) collect and use Personal Information only for purposes directly related to the administration and operation of the League; (2) implement reasonable administrative, technical, and physical safeguards to protect Personal Information from unauthorized access, disclosure, or misuse; (3) not sell, share, or disclose Personal Information to any third party except as necessary to operate the League, as required by law, or with the prior written consent of the GCF; and (4) promptly notify the GCF in writing, and in no event later than seventy-two (72) hours, after discovering any actual or suspected unauthorized access to or disclosure of Personal Information. *

Initial ☐

47. **Background Checks**

The Organization will take all precautions to protect the safety of all participants in the League, including, without limitation, screening all adults who will interact with child participants in the league.

The Organization shall require all coaches, other volunteers affiliated with the Junior Giants program and all other adults who have contact

with players to complete a background check through GCF's online sports management system, LeagueApps, prior to working with any youth (the LeagueApps background check is through Ankored).

In addition, and in accordance with California Business and Professions Code Section 18975 (AB 506), the Organization shall require all administrators and employees who are assigned to or involved in the operation of the League, and all Regular Volunteers, to also undergo a fingerprint-based background check through the California Department of Justice pursuant to Penal Code Section 11105.3 (Live Scan) prior to having any direct contact with or supervision of children in the League. For purposes of this section, "Regular Volunteer" means a volunteer who is 18 years of age or older and who has direct contact with, or supervision of, children for more than 16 hours per month or 32 hours per year. All head coaches, assistant coaches, team managers, and commissioners shall be presumed to be Regular Volunteers. The Organization shall register as an authorized applicant agency with the California Department of Justice or coordinate with an authorized applicant agency to facilitate Live Scan submissions. A person who has completed and cleared a Live Scan background check is not required to also complete the LeagueApps background check.

If any coach, volunteer or other adult does not complete or clear the applicable background check (Live Scan or LeagueApps, as applicable), such person will not be permitted to be associated with the Junior Giants program or otherwise serve as a coach or volunteer.

Under no circumstances may a person begin volunteering for the League until they have passed the applicable background check.

The Organization shall not permit any adult to participate in any manner with the League if such adult's background check reveals: (i) a conviction for any crime involving or against a minor; (ii) a conviction for any violent crime; (iii) a conviction for Driving While Intoxicated if the person's services to the league would include driving; and/or (iv) the person is listed in a Sexual Offenders registry. Moreover, the League may prohibit any adult from participating in the League in any capacity if the background check reveals any information which the Head of the League determines could lead to a safety risk for the League.

All League teams shall have at least two unrelated, background-checked adults over the age of 21 present at all times during any League activity. At no time during any League activity should any adult be alone with any member of the team, without another unrelated adult present, except for their own child.

The Organization shall handle the results of all background checks with confidentiality and respect. Only the Commissioner of the League and his/her designees with a need to know may be informed of the results of the background checks. *

Initial ☐

48. **Child Abuse Prevention and Reporting**

In accordance with California Business and Professions Code Section 18975 (AB 506), the Organization shall comply with the following child abuse prevention requirements:

Mandated Reporter Training. All administrators and employees of the Organization who are assigned to or involved in the operation of the League, and all Regular Volunteers (as defined above), shall complete child abuse and neglect identification and reporting training prior to having any direct contact with or supervision of children in the League. Such training may be satisfied through the free online mandated reporter training provided by the California Office of Child Abuse Prevention or through an equivalent program approved by the GCF. Proof of completion shall be maintained by the Organization and made available to the GCF upon request.

Written Child Abuse Prevention Policies. The Organization shall adopt and maintain written child abuse prevention policies that include, at a minimum: (1) protocols for reporting suspected child abuse or neglect to the appropriate authorities; (2) a requirement that, to the greatest extent possible, at least two mandated reporters are present whenever administrators, employees, or volunteers assigned to the League are in contact with or supervising children during any League activity; and (3) procedures for responding to allegations of child abuse or neglect involving any person affiliated with the League.

Parent and Guardian Disclosure. In accordance with California Business and Professions Code Section 18900, the Organization shall provide written notice to the parents or guardians of all enrolled participants disclosing: (1) whether the Organization obtains criminal background checks for coaches and volunteers; (2) the scope of such background checks, including whether they include state and federal criminal history checks and subsequent arrest notification; and (3) contact information for obtaining additional details about the Organization's background check policies. Such notice may be posted on the Organization's website or included in registration materials. *

Initial ☐

49. **Volunteer Shirts/Supplies**

The Organization will not pass out any supplies to volunteers before they have cleared their background check. This includes, but is not limited to, a volunteer shirt, incentives, baseball/softball equipment, etc.

The Organization will ensure that volunteers wear their volunteer shirt at every game, practice and Junior Giants event to signify to parents at the field that they have passed their background check. *

Initial ☐

AmeriCorps Host Site Agreement

50. **The Host Site (League) will:**

1. Assist Junior Giants AmeriCorps Program in meeting the program goals as set out by the Grantor (California Volunteers): 100% enrollment of AmeriCorps Ambassador slots; 85% retention of enrolled AmeriCorps Ambassadors; meet performance targets as outlined in the AmeriCorps grant.

2. Provide enough service opportunities for AmeriCorps Ambassador(s) to accumulate the minimum required service hours over the grant year.

3. Provide adequate resources to fulfill the individual goals and program objectives of the AmeriCorps Ambassadors, as well as the goals of the Giants Community Fund and AmeriCorps.

4. Identify a Site Supervisor (i.e. Commissioner) to provide direct supervision of the AmeriCorps Ambassador(s).

- Attendance on monthly Commissioners Clubhouse Chats;
- Participating in at least one League Meeting with the Regional Coordinator/Manager/Director during the grant year;
- Providing site-specific training necessary for the AmeriCorps Ambassadors to successfully provide service that is above and beyond the training provided by Junior Giants AmeriCorps Program including, but not limited to, Host Site orientation for new AmeriCorps Ambassadors and introductions to Host Site staff and explanation of Host Site policies;
- Providing supervision and assistance to AmeriCorps Ambassadors to assure that they are making adequate progress toward their individual and direct service and AmeriCorps Ambassador development objectives;
- Act as an informational relay between Giants Community Fund and the Host Site, and assuring that AmeriCorps Ambassadors in violation of the terms of their Member Service Agreement are disciplined in a manner consistent with that agreement. All disciplinary actions (verbal or written) must be handled in conjunction with the Regional Coordinator/Manager/Director, documented, with the documentation to be kept in the AmeriCorps Ambassador's file with the Giants Community Fund. All disciplinary actions MUST involve the GCF Coordinator/Manager/Director. Host Sites cannot terminate AmeriCorps Ambassadors for any reason.

5. The Site Supervisor and the Host Site are responsible for direct supervision of the AmeriCorps Ambassador(s) during their service hours on site. The host site is responsible for ensuring that the AmeriCorps Ambassador(s) participate in safe, productive and appropriate activities that will ensure no undue harm comes to the AmeriCorps Ambassador(s) or host site clients and staff.

6. Permit AmeriCorps Ambassadors to attend all training sessions required by the Giants Community Fund, including but not limited to weekly calls with Giants Community Fund staff. Permit AmeriCorps Ambassadors to attend other Sub Grantee/Organization meetings as necessary.

7. Ensure that AmeriCorps Ambassadors will not engage or participate in any of the following prohibited activities during their service hours:

- Attempting to influence legislation;
- Organizing or engaging in protests, petitions, boycotts, or strikes;
- Assisting, promoting or deterring union organizing;
- Impairing existing contracts for services or collective bargaining agreements;
- Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
- Participating in, or endorsing events or activities that are likely to include advocacy for or against political parties, political candidates, political platforms, proposed legislation, or elected officials;
- Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytizing;
- Providing a direct benefit to a for-profit entity, a labor union, a partisan political organization, an organization engaged in the religious activities described in the preceding sub-clause unless Grant funds are not used to support the religious activities, or a non-profit that engages in lobbying, a non-profit entity that fails to comply with the restrictions contained in section 501(c)(3) of U.S. Code Title 26;
- Voter registration drives by AmeriCorps Ambassadors is an unacceptable service activity. In addition, Corporation funds may not be used to conduct a voter registration drive;
- Other activities as the Corporation determines will be prohibited, upon notice to Sub Grantee/Organization AmeriCorps Program.

8. Ensure that AmeriCorps Ambassadors are not assigned to activities that would result in displacement for a paid worker, or that would normally be done by a paid worker.

9. Ensure that AmeriCorps Ambassadors are provided with meaningful service opportunities and if there are administrative or clerical activities assigned, they are directly related to the AmeriCorps Ambassadors direct service activities as described in the position description (i.e. data collection/entry, email communication, etc.).

collection/entry, email communication, etc.).

10. The Host Site acknowledges its responsibility to ensure that AmeriCorps Ambassadors are not engaged in any activities that are outside the approved position description of the AmeriCorps Ambassador.

11. The Host Site acknowledges that AmeriCorps Ambassadors cannot transport clients or community members in their personal vehicles. Host Site will ensure that AmeriCorps Ambassadors do not drive agency vehicles or provide transportation to clients in their personal vehicles.

12. Ensure that AmeriCorps Ambassadors do not participate in the following fundraising activities:

- Raising funds for his/her living allowance.
- Raising funds for an organization's operating expenses or endowment.
- Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service.
- Writing grant applications for funding provided by any other federal agencies.

13. If the Junior Giants AmeriCorps Program releases an AmeriCorps Ambassador from service for any reason the AmeriCorps position may remain vacant for the remainder of the term.

14. Ensure that AmeriCorps Ambassadors are treated as equal members of the staff and receive the appropriate respect. *

Initial ☐

Cardiac Emergency Response Plan and Protocol & Concussion and Head Injury Protocol

51. **Cardiac Emergency Response Plan and Protocol**

Assembly Bill 310, known as the **Nevaeh Youth Sports Safety Act** ("AB 310") was chaptered in California on October 3, 2025, and amends existing

youth sports safety requirements for automated external defibrillators ("AEDs") and emergency cardiac plans.

Effective January 1, 2027, each Junior Giants league shall ensure that:

1. Coach Certification: All coaches are certified in cardiopulmonary resuscitation ("CPR") and the proper use of an AED. Such certification shall be renewed or recertified at least once every two (2) years, or more frequently if required by applicable law.

2. Cardiac Emergency Response Plan: The league shall maintain a written cardiac emergency response plan ("Cardiac Emergency Response Plan") and shall review and update such plan at least annually, or more frequently as required by applicable law.

An example of a Cardiac Emergency Response Plan provided by the American Heart Association is available for review **here**.

Effective January 1, 2028, each Junior Giants league shall ensure that:

1. AED Access: An AED is accessible and available at all official Junior Giants practices, games and activities.

2. AED Maintenance: All AEDs are properly maintained, inspected, tested and serviced in accordance with the applicable manufacturer's requirements and all applicable federal, state and local laws, regulations and guidance.

In furtherance of the foregoing and in accordance with California Health and Safety Code Section 124238.5, as amended by AB 310 (Chapter 254, Statutes of 2025), each Junior Giants league shall additionally comply with the following:

Coach Certification Standards. All coach CPR and AED certifications required above shall be obtained through training conducted in person or online and offered by an accredited organization, consistent with national evidence-based cardiovascular care guidelines. Proof of current certification for each coach shall be maintained by the Organization and made available to the GCF upon

request.

Parent and Guardian Notification. The Organization shall provide an annual electronic communication to the parents or guardians of all enrolled participants that includes the Cardiac Emergency Response Plan or an internet link to the plan, the location or locations of any AEDs, and the identity of the staff members designated to be notified in the event of a sudden cardiac event.

Sudden Cardiac Arrest Prevention Education. In accordance with California Health and Safety Code Section 124235, the Organization shall, on a yearly basis, offer sudden cardiac arrest prevention education or related educational materials to each coach, administrator, referee, umpire, or other game official affiliated with the league. Each such individual shall be required to successfully complete the sudden cardiac arrest prevention education at least once, either online or in person, before supervising an athlete in any Junior Giants activity.

Record Retention. The Organization shall maintain records of all coach certifications, Cardiac Emergency Response Plans, parent and guardian notifications, and AED inspection and maintenance logs for a minimum of three (3) years following each season. Such records shall be made available to the GCF upon reasonable request.

By initialing below, the undersigned acknowledges that they have read, understand, and agree to comply with the requirements set forth above, including all applicable CPR and AED certification, Cardiac Emergency Response Plan, AED access, and AED maintenance requirements.
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Initial ☐

52. **Concussion and Head Injury Protocol**

In accordance with California Health and Safety Code Section 124235, the Organization shall comply with the following concussion and head injury

requirements:

Immediate Removal and Return-to-Play. Any athlete who is suspected of sustaining a concussion or other head injury, or who has passed out or fainted, during any Junior Giants activity shall be immediately removed from the activity for the remainder of the day. The athlete shall not be permitted to return to any athletic activity until the athlete is evaluated by a licensed healthcare provider and receives written clearance to return. If a licensed healthcare provider determines that the athlete sustained a concussion or other head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven (7) days in duration under the supervision of a licensed healthcare provider. If a licensed healthcare provider suspects that the athlete has a cardiac condition that puts the athlete at risk for sudden cardiac arrest or other heart-related issues, the athlete shall remain under the care of the licensed healthcare provider to pursue follow-up testing until the athlete is cleared to play.

Parent and Guardian Notification of Injury. If an athlete who is 17 years of age or younger has been removed from athletic activity due to a suspected concussion, fainting, or another suspected cardiac condition, the Organization shall promptly notify a parent or guardian of that athlete of the time and date of the injury, the symptoms observed, and any treatment provided.

Concussion and Sudden Cardiac Arrest Information Sheets. On a yearly basis, the Organization shall provide both a concussion and head injury information sheet and a sudden cardiac arrest information sheet to each athlete. Each information sheet shall be signed and returned by the athlete and, if the athlete is 17 years of age or younger, also signed by the athlete's parent or guardian, before the athlete initiates any practice or competition. For athletes six years of age or younger, only the signature of the athlete's parent or guardian shall be required. Information sheets may be sent and returned through an electronic medium, including email.

Concussion and Head Injury Prevention Education. On a yearly basis, the Organization shall offer concussion and head injury prevention education, or related educational materials, to each coach, administrator, referee, umpire, or other game official affiliated with the league. Each such individual shall be

other game official affiliated with the league. Each such individual shall be required to successfully complete the concussion and head injury prevention education at least once, either online or in person, before supervising an athlete in any Junior Giants activity. The Organization shall post related educational information online or provide educational materials to athletes and parents, or both.

Compliance Procedures. The Organization shall identify and maintain procedures to ensure compliance with: (1) the requirements for providing concussion and head injury and sudden cardiac arrest prevention education and information sheets; and (2) the athlete removal provisions and return-to-play protocol set forth above.

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Initial ☐

Use of Marks, Liability & Indemnification

53.
The GCF grants the League a non-exclusive, non-transferable limited license to use the trademarks, service marks and copyright rights belonging to the GCF (the "GCF/Junior Giants Marks") subject to the terms and conditions of this Agreement. The Organization will not alter the GCF/Junior Giants Marks in any manner, without the prior written approval of the GCF. The League acknowledges that it cannot associate the name of a local sponsor with the GCF/Junior Giants Marks without the prior written approval of the GCF. No approval will be granted where a local sponsor is in a category that is competitive to a Giants sponsor.

Prior to any publication, distribution or display by the Organization of any GCF/Junior Giants Marks other than for its intended usage, the Organization shall furnish a written proposal identifying such usage to the GCF for its prior written approval. The Organization must not publish, distribute or display any GCF/Junior Giants Marks without first receiving written approval from the GCF. Following receipt of the GCF's approval, the Organization must not alter the GCF/Junior Giants Marks. The Organization shall seek GCF's prior written authorization in the event it desires to use the GCF/Junior Giants Marks other

than as provided herein.

The Organization shall not use the GCF/Junior Giants Marks in any way that: (a) advertises, promotes, expresses or implies endorsement of any third party, cause, belief, product or service by the GCF or the San Francisco Giants; (b) advertises, promotes or expresses endorsement or sponsorship of the league by any third party, product or service without the prior written approval of the GCF; or (c) reflects adversely on the reputation of the San Francisco Giants or the GCF. In addition, the Organization shall not, without the prior written permission of the GCF, use the GCF/Junior Giants Marks in connection with any event or in any manner other than in connection with the League.

With respect to profiles, commentary, writings, photographs, images, logos, and audio or video files (collectively "Content") posted on social media outlets including, but not limited to, Facebook, Instagram, X, blogs, podcasts, message boards and websites (collectively "Social Media"), the Organization/League hereby agrees that it shall: (a) obtain prior written consent from the GCF before using the GCF/Junior Giants Marks on any Social Media outlet or linking to any website on any Social Media outlet; (b) refrain from displaying Content via Social Media that could be reasonably construed as an official GCF, Giants and/or Junior Giants communication; (c) refrain from posting any false or misleading Content on any Social Media outlet relating to the GCF, the Junior Giants program and/or the Giants; and (d) (i) accept any Facebook "Favorite Pages" request from the GCF; (ii) "Like" the GCF Organizational Page on Facebook; (iii) accept any GCF request to follow League's X account; and (iv) accept any request from the GCF to connect to any other Social Media that represents the League.

The Organization hereby acknowledges the proprietary nature of the GCF/Junior Giants Marks and any other trademarks, service marks and copyright rights provided to the League by the GCF in connection with the GCF or the San Francisco Giants (collectively, "Giants Rights"). The League represents that it has not made and will not make any unauthorized use of the Giants Rights and agrees that during or after the term of this Agreement, it will make no such use of any Giants Rights, other than as provided in this Agreement, without the prior written consent of the GCF. Any use the Organization has made or will make of such Giants Rights has not conferred

or will not confer any rights or benefits upon it whatsoever, and any rights created by such use shall inure to the benefit of the GCF and the Giants.

The Organization further acknowledges that for purposes of this Paragraph, use shall include, but is not limited to, trademark, fair, incidental, descriptive or functional uses.

The Organization must obtain all necessary licenses, consents or releases permitting it to use any third party proprietary material not furnished by the GCF including, but not limited to any: (a) name, likeness or voice of any individual (including, without limitation, Major League Baseball (“MLB”) players, coaches, managers, broadcasters and announcers); (b) name, likeness or voice of any individual in the League, including players, coaches and managers; and (c) any copyright, trademark or other property or identifications other than the GCF/Junior Giants Marks. The Organization shall be solely responsible for determining which licenses, consents and releases must be obtained.

To the extent permitted by law, the Organization shall indemnify, defend and hold harmless the Giants Community Fund, the San Francisco Giants, Major League Baseball, and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) any negligent or wrongful act or omission of the Organization or any of its employees, agents, coaches, volunteers or other representatives in connection with the operation of the League; (b) any breach by the Organization of any representation, warranty, covenant or obligation under this Agreement; (c) any unauthorized use of the GCF/Junior Giants Marks or Giants Rights by the Organization; or (d) any violation of applicable law, rule, regulation or ordinance by the Organization in connection with the League; provided, however, that the Organization's indemnification obligations under this section shall not apply to the extent that a claim arises from the gross negligence or willful misconduct of an Indemnified Party.

The Organization's indemnification obligations under this section shall survive

The Organization's indemnification obligations under this section shall survive the expiration or termination of this Agreement. If the Organization fails to assume the defense of any claim promptly after receiving notice thereof, the Indemnified Parties shall have the right to assume control of the defense at the Organization's expense. The Organization shall not settle any claim in a manner that imposes any obligation or liability on any Indemnified Party, or that includes any admission of fault or wrongdoing by any Indemnified Party, without the prior written consent of the GCF. The Organization's indemnification obligations under this section are in addition to, and not in lieu of, any insurance requirements set forth in this Agreement.

Notwithstanding anything to the contrary in this Agreement, the GCF's total aggregate liability to the Organization under or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the total value of equipment, supplies, and materials provided by the GCF to the Organization during the then-current season. In no event shall the GCF be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement.

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Organization Shall Not Profit

54. Our organization acknowledges and agrees that the Giants Community Fund has no obligation to make any payment directly to our organization for any purpose. *

Initial ☐

55. Our organization will not earn a financial profit from items provided by the Giants Community Fund. This includes, but is not limited to, Giants or Minor League affiliate tickets, giveaway items and incentives, and equipment. *

Initial ☐

56. The Organization will not charge a fee for participants to play in the League, including any type of Organization membership fee. The Organization will not ask participants to fundraise in order to play in the League.

If a picture day is offered, there must be free options for players to receive their photo (players must receive a free printed photo or photos must be available for download at no charge). *

Initial ☐

Insurance

57. **2027 Giants Community Fund Insurance Requirements**

Each organization must secure and continuously maintain, at its own expense, the following coverage:

1. Workers' Compensation Insurance in compliance with state or provincial laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with minimum limits of:

$1,000,000 Each Accident;
$1,000,000 Disease - Each Employee;
$1,000,000 Disease - Policy Limit.

2. An Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including but not limited to contractual liability, participant liability, products/completed operations liability and Abuse & Molestation coverage with minimum limits of:

$2,000,000 Each Occurrence;
$4,000,000 General Aggregate;
$2,000,000 Abuse & Molestation Aggregate;
$2,000,000 Products/Completed Operations Aggregate.

3. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of $2,000,000 Each Accident.

The required limits may be satisfied through a combination of primary and follow form umbrella policies. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Major League Baseball Youth Foundation, the Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Clubs of Major League Baseball, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Clubs or the Office of the Commissioner of Baseball, and its and their directors, officers and employees ("Additional Insureds") must be named as Additional Insureds under the Commercial General Liability and Commercial Automobile Liability and, if applicable, Umbrella Liability Policies. All liability insurance policies must provide cross liability coverage (separation of insureds or severability of interest provisions). Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance available to the Additional Insureds, whether collectible or not. The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations. Provided coverage remains commercially available and economically feasible as deemed by MLB, the Commercial General Liability & Umbrella Liability policies shall include no exclusions for CTE or similar or related brain trauma or injuries. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of $25,000 and any/all deductibles shall be the sole responsibility of the Organization and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification MLB shall receive at least thirty (30) days written notice thereof. Organization shall furnish MLB with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the Term and annually at least ten (10) days prior to the expiration of each required insurance policy. Organization shall provide MLB with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims made basis, Organization shall maintain such coverage for a period of three (3) years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three (3) year period. The

provide evidence of such coverage on an annual basis during the three (3) year period. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification obligations required herein by Organization. Any actions, errors or omissions that may invalidate coverage for Organization shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by MLB of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.
To the extent any U.S. military sites are self-insured they will be exempt from this requirement upon submission of evidence of such self-insurance. *

Initial ☐

Term of Agreement: Right to Discontinue

58. Unless earlier terminated and/or discontinued in accordance with this paragraph, this Agreement shall be in effect until December 31, 2027. The GCF reserves the right to discontinue the Junior Giants program or any aspect of the program or require that the Organization disassociate itself from Junior Giants and the GCF at any time and for any reason. In addition, the GCF may suspend or discontinue the program in its entirety at any time for any reason.

Upon expiration or termination of this Agreement, the Organization shall immediately cease all use of the GCF/Junior Giants Marks and Giants Rights, except as expressly authorized in writing by the GCF.

Routine annual expiration while renewal is pending shall not, by itself, require the return or destruction of program materials, equipment, or supplies. The Organization may retain such items in secure storage for use under a renewed Agreement, unless otherwise directed in writing

by the GCF. Retention does not authorize continued program operations or use of the GCF/Junior Giants Marks or Giants Rights.

Upon termination, or written notice from the GCF that the Agreement will not be renewed, the Organization shall: (1) return or securely destroy materials bearing the GCF/Junior Giants Marks only as directed in writing by the GCF; (2) return equipment, supplies, and other property identified by the GCF within thirty (30) days after receiving written instructions, in good condition, reasonable wear and tear excepted; and (3) cooperate with the GCF to ensure an orderly transition, including the secure transfer of participant registration data and records in accordance with applicable law and the Agreement's data privacy requirements.

Items previously distributed to participants for their personal use with the GCF's authorization are excluded from these return and destruction requirements.

The obligations set forth in this section, together with the indemnification, insurance, confidentiality, and data privacy obligations, shall survive expiration or termination as provided in their respective provisions. *

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Miscellaneous

59. **Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California, and the Organization hereby consents to the personal jurisdiction of such courts and waives any objection to venue therein.

Audit and Inspection

The GCF shall have the right, upon reasonable prior written notice, to inspect, audit, or review the Organization's compliance with the terms of this Agreement, including the Organization's background check records, insurance documentation, CPR and AED certifications, child abuse prevention policies, data privacy safeguards, and any other records required to be maintained under this Agreement. The Organization shall cooperate fully with any such inspection or audit and shall make all relevant records and personnel available to the GCF.

Representations and Warranties

The Organization represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) the execution, delivery, and performance of this Agreement do not and will not conflict with or violate any law, regulation, agreement, or obligation to which the Organization is subject; and (d) it shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with the operation of the League.

Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by email with confirmation of receipt; or (c) sent by certified mail, return receipt requested. Notices to the GCF shall be sent to the address provided by the GCF in writing. Notices to the Organization shall be sent to the Commissioner contact

writing. Notices to the Organization shall be sent to the Commissioner contact information provided in this Agreement, or to such other address as either party may designate by written notice to the other party.

Assignment

The Organization shall not assign, transfer, or delegate this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the GCF. Any attempted assignment without such consent shall be void. The GCF may assign this Agreement without the Organization's consent.

Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral. This Agreement may not be amended or modified except by a written instrument signed by both parties.

*

Initial ☐

Signature

60. The foregoing terms accurately set forth the terms of our understanding and agreement.

AGREED AND ACCEPTED BY: *

First Name

Last Name

Organization

Title

Date

61. Please use your mouse to sign in the box below. *

Clear

Sign name using mouse or touch pad

Signature of

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: D-3

SUBJECT:

Basin Cooperation Agreement

RECOMMENDATION:

Adopt a Resolution Approving the Basin Cooperation Agreement between the City of Madera and Madera Irrigation District (Agreement)

SUMMARY:

The City of Madera (City) and Madera Irrigation District (MID) have identified multiple projects that, when complete, will serve to increase opportunities for recharging the local aquifer within the limits of the City and the region in general. The proposed Agreement seeks to streamline City staff efforts to complete connection projects that will provide a physical pipe connection between MID facilities and the City's storm drainage retention basins. These connections will allow for the diversion of storm water or excess irrigation water in the adjacent MID canal or pipeline to City storm drainage basins. Having an agreement in place with MID covering all City basins ensures that future projects move forward more efficiently when they arise.

DISCUSSION:

In recent years, the City and MID have discussed ways in which the City and MID can jointly participate in programs and activities that benefit the groundwater table. One of those ways includes sending surface water from MID to existing storm drainage retention basins within the City that can accommodate additional water supplies not originally anticipated. This additional water, once percolated, assists in the City's and region's efforts in balancing demands on the water table and supports efforts to recharge the water table. The City and MID have already completed similar projects and coordinated efforts in the past at multiple basins throughout the City to receive surface water when MID found that they had additional supply over and above what they need for their customers.

The estimated cost of connecting City basins to MID canals or pipelines will vary depending on a number of factors. The Agreement notes that MID employees and contractors, in consultation with the City, will design and construct the necessary conveyance infrastructure from open canals or pipelines to City basins up to a meter box. Beyond the meter box, City staff will manage the installation of outfalls that preserve the basin structure. City staff are working to identify potential connection projects and prioritizing those that are the most feasible in terms of constructability and cost. City staff will provide additional updates to Council as projects are developed or implemented.

FINANCIAL IMPACT:

There is no, to minimal adverse fiscal impact to the City's General Fund or other Funds for the simpler connections. At this time, funds appropriated in the Fiscal Year 2026/27 Adopted Budget for Public Works maintenance activities will be used for the City share of any connection project. If more complex connections are selected in the future, a dedicated funding source will need to be determined, and staff will include these projects when developing future budget recommendations.

ALTERNATIVES:

Council may direct staff to prepare agreements for each City basin as connection projects arise.

ATTACHMENTS:

1. Resolution
    a. Exhibit A. Basin Cooperation Agreement

Attachment 1

Council Resolution

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A BASIN COOPERATION AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA IRRIGATION DISTRICT

WHEREAS, the City of Madera (City) and Madera Irrigation District (MID) recognize the importance and value in increasing opportunities to promote and enhance groundwater recharge in the Madera Subbasin; and

WHEREAS, the City and MID have identified multiple City storm drainage basins in the vicinity of MID canals or pipelines that could be connected to receive excess water for percolation with the intent of increasing groundwater recharge in the Madera Subbasin; and

WHEREAS, the City and MID have prepared an agreement to share in the costs associated with the installation of these basin connection projects to benefit groundwater recharge that is in the best interests of both parties.

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

1. The above recitals are true and correct.

2. The Basin Cooperation Agreement Between the City of Madera and Madera Irrigation District, attached hereto as Exhibit A and incorporated herein, is approved.

3. This resolution is effective immediately upon adoption.

****

Exhibit A

Agreement

BASIN COOPERATION AGREEMENT
BETWEEN THE CITY OF MADERA AND
MADERA IRRIGATION DISTRICT

This Basin Cooperation Agreement (the "***Agreement***") is dated as of _____, 20__, (the "***Effective Date***"), by and between Madera Irrigation District (the "***District***") and the City of Madera (the "***City***"). The District and the City are collectively referred to herein as the "***Parties***."

RECITALS

WHEREAS, the City has legal authority to operate certain basins located throughout Madera (collectively, the "*City Facilities*") referenced in Exhibit A, which may be updated from time to time with written notice pursuant to Paragraph 15; and

WHEREAS, under appropriate circumstances, the Parties believe that, through greater cooperation between the Parties, City Facilities may be used more efficiently, and may provide increased benefits for both the District and City, including the promotion and enhancement of groundwater recharge in the Madera Subbasin; and

WHEREAS, for certain basins, the City presently lacks a means of conveying surface water from the District's existing facilities (the "*District Facilities*") to the City Facilities to provide such potential benefits; and

WHEREAS, to convey surface water from the District Facilities to the City Facilities, the Parties contemplate jointly undertaking the installation of the needed infrastructure to convey surface water from the open canals or pipelines to the basins; and

WHEREAS, the Parties seek to allocate the groundwater recharge benefits to the Parties associated with the use of the District Facilities and the City Facilities, as provided herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. ***Term*****.** The term of this Agreement will commence upon the Effective Date, and will continue for a period 10 years, unless terminated earlier under Paragraph 11 of this Agreement. This Agreement may be extended for one or more additional ten-year terms upon the mutual written agreement of the Parties.

2. ***Design and Installation of Infrastructure*****.** The District, by and through its employees or contractors, shall design in consultation with the City, and construct the necessary infrastructure to convey water from the open canals or pipelines to the basins. Infrastructure downstream of the meter box shall be referred to in this agreement as the *"Pipe"*. The Pipe shall be constructed in a workmanlike manner, and with reasonable diligence and skill, and the

District shall install the Pipe between the District facilities and the City basins. Following its installation, the Pipe shall be City property downstream of the meter box. The City shall install any other improvements that may be required for outfall of the water into the basin to protect basin fill slopes.

3. ***Operation of Pipe and City Facilities.*** Following the initial installation of the Pipe by the District as provided in Paragraph 2 hereunder, the City shall be solely and exclusively responsible for the operation and maintenance of the Pipe and the City Facilities, including but not limited to the costs of labor, equipment rental, and permitting not associated with initial construction, subject to the terms and conditions provided herein.

A. The City shall operate the Pipe and the City Facilities in a manner consistent with all applicable local, state and federal laws and regulations.

B. The City shall notify the District in writing prior to making any alterations, additions, or improvements to the Pipe. The City shall notify District in writing prior to making any alterations, additions, or improvements to basins that have a material affect on recharge activities. Expansion of a basin wherein Pipe is not altered shall not require notification except for the purposes of highlighting expanded recharge opportunities.

4. ***Acceptance of Surface Water by the City.*** In the event the District has excess surface water supplies that are capable of being diverted to recharge in the City Facilities, the District will make these supplies available at its sole discretion and at no cost to the City. The City shall accept the delivery of such water contingent upon City's determination that such water can be accepted without creating basin capacity concerns, and convey such water through the Pipe into the City Facilities, in an amount equal to or less than the capacity of the Pipe and/or the City Facilities.

5. ***Allocation of Groundwater Benefit.*** The Parties shall share equally (50% and 50%) in the groundwater recharge benefit for District water delivered to the City Facilities by the District. The groundwater recharge benefit will be determined based on volumetric meter readings. The volume will be measured in acre feet, to the nearest tenth of an acre foot, using a meter owned by the District. The District will submit annual readings and volumetric calculations to the City or when requested by the City.

6. ***Inclusion of Additional Facilities By Mutual Agreement.*** The Parties may, by mutual written agreement, include any additional storage facilities operated by the City as "City Facilities" under this Agreement.

7. ***Responsibility of Both Parties With Respect to their Own Facilities.*** Nothing herein shall be construed as affecting the Parties' existing obligations to maintain all of their existing facilities at their own sole cost and expense. The Parties will each be responsible for all costs, including labor, equipment rental, and permitting, required to maintain and operate any facilities each Party owns, and one Party shall not look to the other Party for any such costs.

8. ***Insurance.*** Without limiting either Party's indemnification of the other as provided in Section 9 of this Agreement, and prior to any work or activity under this Agreement, the Parties agree to obtain, provide, and continuously maintain at their own expense for the term of this Agreement policies of insurance through self-insurance or purchased insurance of the type and amounts described below, 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 Parties.

Minimum Scope and Limits of Insurance

Parties 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 and must name the other Party and its officers, officials, employees and agents as additional insureds under such policies; blanket additional insured forms or language will not be accepted.
- $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 Parties 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 name the other Party and its officers, officials, employees and agents shall be additional insureds under such policies; blanket additional insured forms or language will not be accepted.
- Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease.
- $1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Parties shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Parties agree to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Maintenance of Coverage

Parties 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 Parties, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Parties shall provide to each other certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the Parties prior to commencement of performance. Current evidence of insurance shall be kept on file with the respective Parties at all times during the term of this Agreement. Parties reserve the right to require complete, certified copies of all required insurance policies, at any time.

Umbrella or Excess Liability

The limits of liability for commercial general liability and automobile liability may be provided through a combination of primary and umbrella or excess liability policies provided each policy complies with the requirements set forth in this agreement. Policies shall be follow-form to the underlying policies shall include the other Party and its officers, officials, employees, agents, and volunteers as additional insured. Umbrella or excess policies that do not provide a follow-form acknowledgement from the insurer/broker shall be required to provide any endorsements required on the primary policy that the Umbrella or excess policy is supplementing to meet coverage minimums.

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

General Liability, Automobile Liability, and Worker's Compensation coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the other Party or shall specifically allow Parties, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Parties hereby waive their own right of recovery against the other Party and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors. Broad coverage or blanket coverage forms will not be accepted; waiver of subrogation endorsements must name the applicable Party.

Enforcement of Contract Provisions (non estoppel)

Parties acknowledge and agree that any actual or alleged failure to inform other Party 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 Parties maintain higher limits than the minimums required above, the other Party shall be entitled to coverage at the higher limits maintained by Parties.

Notice of Cancellation

Parties agrees to oblige its insurance agent or broker and insurers to provide the other 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 Parties. The Parties reserve 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 applicable Party's Risk Manager.

Timely Notice of Claims

Parties shall give the other Party prompt and timely notice of claims made or suits instituted that arise out of or result from activities under or related to this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Parties shall also procure and maintain, at their 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.

9. ***Mutual Indemnification and Defense*****.** The Parties agree that each shall indemnify and defend the other pursuant to the terms herein as follows:

Indemnity for Professional Liability:
When the law establishes a professional standard of care for Party, to the fullest extent permitted by law, Party shall indemnify, protect, defend, and hold harmless the other Party 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 Party (and its Subconsultants and Subcontractors), are responsible for such damages, liabilities and costs on

a comparative basis of fault between the Parties in the performance of professional services under or related to this agreement.

Indemnity for Other Than Professional Liability:
Other than in the performance of professional services and to the full extent permitted by law, Parties shall indemnify, defend, and hold harmless the other Party, 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 Parties or by any individual for which Party is legally liable, including, but not limited to officers, agents, employees, subcontractors or subconsultants, except when caused by the active negligence or willful misconduct of the other Party.

10. ***Termination.*** This Agreement may be terminated at any time prior to its expiration by providing written Notice to the other Party pursuant to Paragraph 15 below. The Agreement will automatically terminate, without further action of either Party, on the ninetieth (90th) day following the date upon which such Notice is deemed effective under Paragraph 15 below (the "*Date of Termination*"). All groundwater recharged under Paragraph 5 up to and including the Date of Termination will be recorded and allocated pursuant to Paragraph 5 above. The groundwater recharge benefit for any water recorded and allocated under this Agreement shall continue past the Date of Termination.

11. ***Entire Agreement.*** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations hereunder assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may be modified or amended only in writing, signed by both parties. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party hereto has cooperated in the drafting and preparation of this Agreement.

12. ***Amendments.*** This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto.

13. ***Severability.*** In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.

14. ***Notice.*** Whether expressly so stated or not, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement ("*Notice*") shall be given in writing to the Parties at their respective addresses set forth below, or at such other address as a Party shall designate for itself in writing in accordance with this Section:

TO THE DISTRICT:
Madera Irrigation District
12152 Road $28^{1}/_{4}$
Madera, CA 93637
Attn: General Manager

TO THE CITY:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attn: City Manager

Notice under this Paragraph may be transmitted (i) by personal delivery, (ii) by delivery by messenger, express or air courier or similar courier, and (iii) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Notice shall be deemed effective only upon receipt, and receipt shall be deemed to have occurred when the Notice was delivered to the specified address without regard to whether or not a representative of the addressee was present to receive the Notice; provided, any Notice delivered after 5:00 P.M. local time of place of receipt, or on a day other than a Business Day, shall be deemed received on the next succeeding Business Day.

15. ***Liens.*** A Party shall not permit to be placed against any property or facility of the other Party, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens. The Parties each agree to hold the other Party harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the property or facility that is not owned or operated by that Party.

16. ***Execution of Additional Documents.*** In addition to, and without replacing any other terms or provisions of this Agreement, each party further assures and represents to each other party that it will execute such other documents and take such other actions as may be reasonably necessary to further the purpose of this Agreement.

17. ***No Third-Party Beneficiary Intended.*** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

18. ***No Assignment.*** Neither Party may assign this Agreement, or any of their respective rights or obligations hereunder, to any other person.

19. ***Interpretation.*** Headings in this Agreement are used for convenience only and shall have no force or effect regarding its interpretation or construction. The Parties have each participated in the drafting of this Agreement, and none of the Parties hereto shall be deemed to be the author of this Agreement, and any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

20. ***Warranty of Authority.*** Each Party represents and warrants to the other that it has the right, power, and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with each Parties' obligations hereunder.

21. ***Exhibits.*** Each of the exhibits attached hereto is expressly made a part hereof by reference as though fully set forth in this Agreement.

22. ***Counterparts.*** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties at such time as all of the Parties have signed a counterpart of this Agreement. All counterparts so executed shall constitute an Agreement binding on all of the Parties notwithstanding that all of the Parties are not signatories to the same counterpart. Each of the Parties agree that a fully executed copy of this Agreement may be enforced as though it were an original.

23. ***Recitals.*** The "Recitals" stated above are hereby incorporated into this Agreement.

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

IN WITNESS WHEREOF, the foregoing Agreement is executed on the date and year first above-written.

CITY OF MADERA

_____

ATTEST:

MADERA IRRIGATION DISTRICT

_____
City Clerk

By: _____

Title: _____

Approved as to Legal Form:

By: _____
City Attorney

ACCOUNT NUMBER(S)

_____

_____

EXHIBIT A
CITY FACILITIES COVERED UNDER THIS AGREEMENT AS OF OCTOBER 21, 2026

City Facilities	General Location	APN
Mosesian/Cambria	Westgate Blvd. and Cambria Ave.	009-440-029
MLK	Lilly St. and Clinton St.	008-074-001
Berry	West of Westberry Blvd., north of Fresno River	006-380-006
Pamela	Granada Dr. and Pamela	006-380-024
Hazel	Hazel Ave. and Lemon Ave.	012-374-041
Gary/Abshire	Gary Ln. and Emily Way	012-252-001
Prosperi	West of Hazelnut Ave. and Cherry Tree Ave.	009-570-001
Sherwood	Sherwood Ave. and N. D St.	003-130-003
Elm	Elm St. and Yosemite Ave.	008-022-022
ColorBox	Immediately south of Mitchel basin	009-350-013
Mitchel/Basila	Mitchel Ct. east of Granada Ave.	009-351-011
Foxglove	North of Foxglove and Aspen	013-070-013
Sharon	Sharon Dr. and Clark St.	038-126-002
Agajanian	Southeast of Pecan Ave. and Stadium Rd	012-480-006
Sienna	Northeast of E. Yosemite Ave. and Indigo Dr.	035-080-046
Las Palmas	Southwest of Los Arcos and Knox St.	011-330-012
Ellis	Ellis St. and N. Lake St.	037-040-004
San Sebastian	San Sebastian Way and Bilbao Ct.	005-260-080
Kennedy	Kennedy St. and Jericho Dr.	005-220-006
Tulare	Kennedy St. and Tulare St.	005-171-017
Golf Course	Madera Municipal Golf Course	013-010-041
Stadium	Southwest of Maple Ave. and Stadium Rd.	012-410-001
Palm Place	Stadium Rd. and W. Almond Ave.	012-220-051
Evapco	South of Schnoor and Almond Ave.	009-330-005
Knox	Knox Ave. and S. A St.	011-240-003
Industrial	S. Granada Ave. and W. Almond Ave.	009-270-046
Airport	Aviation and Condor Dr.	013-050-001
Tozer	Northwest of Tozer St. and Fig St.	008-191-001

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REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: D-4

SUBJECT:

Policy Regarding the Use of Municipal Facilities for Federal Immigration Enforcement Activities and Related Community Support Measures

RECOMMENDATION:

Adopt a Resolution of the City Council of the City of Madera, California, regarding community safety for all Residents and the use of City facilities by federal enforcement agencies

SUMMARY:

At the October 21, 2026, City Council meeting, Council conducted a workshop regarding immigration matters and existing City practices. The workshop provided an overview of previous Council actions, applicable State and federal laws, the City's role in immigration-related matters, and community resources currently available to residents.

Following public testimony and Council discussion, direction was provided to prepare a resolution addressing:

- The use of City facilities for federal immigration enforcement activities,
- Reaffirming existing protections related to the disclosure of personal information, and
- Acknowledging the impacts of recent immigration enforcement activity on the community.

Council also directed staff to address access to City facilities for community informational activities, explore the establishment of a community liaison, and expand the availability of immigration-related resources through City communication platforms.

This report presents the proposed policy and associated measures for Council consideration.

DISCUSSION:

Use of City Facilities for Federal Immigration Enforcement Activities

Council directed staff to prepare a resolution establishing a City policy restricting the voluntary use of City-owned facilities and property for staging, processing, or supporting federal immigration enforcement operations. The proposed policy would establish that City facilities and property are not to be voluntarily made available for these purposes, except as required or otherwise authorized by applicable law.

The resolution would also recognize the federal government's authority to conduct lawful immigration enforcement activities and execute legally valid court orders and other lawful processes. The policy would not authorize City personnel to interfere with or obstruct federal officers acting within their lawful authority.

The intent is to establish clear expectations regarding the City's voluntary use of municipal property and resources while recognizing the respective legal authorities and responsibilities of local and federal agencies.

Protection of Personal Information

Council further directed that the resolution reaffirms the City's existing practices concerning the protection of personal information and compliance with the California Values Act, commonly referred to as Senate Bill 54 (SB 54).

SB 54 establishes restrictions on the use of State and local law enforcement resources for federal immigration enforcement, including limitations on certain disclosures of personal information, subject to exceptions provided by law.

Consistent with applicable State and federal requirements, the City does not voluntarily disclose personal information to federal immigration authorities for immigration enforcement purposes where such disclosure is prohibited by law and will continue to adhere to those restrictions.

The resolution would reaffirm the City's commitment to protecting information maintained by the City while recognizing that disclosures may be required or permitted under applicable law, including legally enforceable court orders and other lawful disclosure obligations.

Recognition of Community Impacts

During the October 21st workshop, residents and Council members expressed concerns regarding the effects of recent federal immigration enforcement activity on the community. These concerns included adverse effects on the local agricultural workforce, economic impacts on businesses across various sectors, disruptions to daily activities, and increased fear and uncertainty among families and children.

The proposed resolution would acknowledge these reported impacts and recognize the importance of maintaining public trust, access to municipal services, and a sense of safety for residents. This acknowledgment is consistent with the City's previously adopted Welcoming City resolution from March, 5, 2025, and its ongoing responsibility to provide municipal services and maintain public safety for the community regardless of immigration status.

Availability of City Facilities for Community Informational Activities

Council directed staff to clarify the availability of City facilities for community organizations and residents seeking to conduct immigration-related informational meetings, educational workshops, resource forums, and similar activities.

Under this direction, City facilities may be made available for qualifying community activities, subject to existing reservation procedures, facility availability, applicable fees, and established facility-use policies and guidelines. These activities may include informational presentations, educational workshops, and meetings intended to connect residents with community resources and service providers. Use of City facilities would remain subject to the same applicable requirements governing other community activities and would not, by itself, establish City sponsorship, endorsement, or financial support.

Community Liaison and Public Information Resources

Council also directed staff to explore the establishment of a community liaison function to assist with communication and coordination between the City, residents, and community-based organizations. Staff proposes that Council consider accommodating this function through existing personnel to minimize impacts to the adopted budget. Should additional staffing or resources become necessary, any proposed position, program, or related expenditure requiring authorization would be brought back to Council for consideration.

Additionally, staff will take steps to improve the availability of immigration-related information through the City's website and social media platforms. These efforts may include creating a dedicated web page on the City’s website, sharing links to established community resource providers, educational materials, available assistance programs, informational workshops, and other relevant sources.

Information will be reviewed for accuracy and updated as appropriate. The City's role will be limited to providing general information, facilitating access to resources, and supporting communication with the community, rather than providing immigration legal services directly.

The proposed resolution would also authorize City staff to participate in community meetings and informational forums, as appropriate, to share information on City updates.

FINANCIAL IMPACT:

Adoption of the proposed resolution is not expected to create an immediate direct financial impact beyond existing staff time and administrative resources.

The use of City facilities for community informational activities would remain subject to existing facility-use policies and applicable fees. Website updates, social media communications, and preliminary evaluation of a community liaison function would be undertaken within existing staff resources to the extent feasible.

Any future initiatives requiring additional staffing, appropriations, facility expenditures, or formal agreements would be evaluated and presented to Council for consideration, as appropriate.

ATTACHMENTS:

1. Resolution Regarding Community Safety for All Residents and the Use of City Facilities by Federal Enforcement Agencies

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, REGARDING COMMUNITY SAFETY FOR ALL RESIDENTS AND THE USE OF CITY FACILITIES BY FEDERAL ENFORCEMENT AGENCIES

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

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

WHEREAS, in 2025 the City Council also adopted Resolution No. 25-51, formally designating Madera as a Welcoming City of All; and

WHEREAS, the resolution affirmed the City's commitment to treating all residents with dignity and respect, maintaining access to municipal services, and providing public safety regardless of immigration status; and

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

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

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

WHEREAS, due to recent federal immigration enforcement activity there has been fear and confusion regarding what is happening and what resources may be available to impacted individuals. A significant number of individuals are now too afraid to leave their homes to seek the daily necessities of life, including access to work and food, as well as critical services such as medical services and local police protection; and

WHEREAS, not only have these federal immigration enforcement activities impacted men, women, and children of all ages, but they have also had a significant impact on the economic well-being of the region, including agricultural cultivation and harvests which affect food production both locally and nationally; and

WHEREAS, given enforcement activities members of the community have also expressed fear about using City facilities including parks, community centers, City Hall, and other public facilities necessary for the overall public health, safety, and well-being of the community; and

WHEREAS, the City Council desires to enact this resolution affirming its commitment to the safety of all residents.

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

1. The City Council re-affirms and declares that the City of Madera is a welcoming community, and declares itself a place of unity, trust, and dignity for all residents. All residents should feel welcome and safe in the community.

2. The City Council recognizes that the local agricultural workforce is an integral part of the Madera community and makes significant contributions to the local economy.

3. The City Council acknowledges that recent actions by federal immigration enforcement have created tremendous anxiety and undue hardship among local residents.

4. The City Council declares that its parks, community centers, City Hall, and other public facilities are necessary for the public health, safety, and well-being of its community. The City Council declares that no City facilities with buildings, parks, or community centers, are to be used for immigration enforcement actions, such as staging areas, etc., by federal officials for the purposes of federal immigration enforcement except as may be otherwise expressly mandated by warrant, judicial order, or law. Nothing in this declaration is intended to affect general public right-of-way access by all members of the public.

5. The City Council reiterates it is committed to protecting all residents as authorized by law, and is focused on ensuring safety regardless of status or class. The Police Department's focus is on community safety, not immigration enforcement. Any person, regardless of immigration status, can safely report crimes to local police, and should know that local police will help protect them from crime. In this regard, the City Council confirms the City has and is continuing to implement the Immigrant Worker Protection Act (AB 450) and the California Values Act (SB 54), and that as required by those State laws the local police department does not share data with federal immigration enforcement. Further, the City Council confirms that none of its police officers are "moonlighting" for any federal law enforcement agency, including federal immigration enforcement.

6. The City Council desires all residents have access to the knowledge and tools to thrive and fully participate in their communities, including access to accurate information regarding topics of benefit to the general community. In this regard, the City Council authorizes City staff to post information or links to appropriate information on the City website consistent with legal requirements and without endorsement of specific businesses, organizations, or groups. The City Council also authorizes staff to explore the potential to supplement the job description of an existing City position to include community liaison services.

7. The City Council affirms that community facilities available to the public for workshops and similar activities are available to all residents, regardless of immigration status or national origin. The

City Council authorizes City staff to attend community meetings and/or forums, as appropriate, to provide information to the community.

8. The City Council reiterates its support of efforts to bring the community together to build welcoming communities, and strives for a future where all residents can thrive and fully participate in the community without anxiety or fear.

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REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: E-1

SUBJECT:

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

RECOMMENDATION:

This report has been prepared at the direction of the City Council (Council). Therefore, there is no staff recommendation provided. Council is asked to consider the information and direction at its discretion.

SUMMARY:

The intended purpose of this report is to provide Council with an update of construction activities and progress that has occurred over the course of the last four weeks. This fourth report incorporates activities from October 21, 2026 through approximately November 10, 2026.

DISCUSSION:

This update largely reflects feedback received from Caltrans as they are actively involved with the project on a day-to-day basis.

OVERALL CONSTRUCTION PROGRESS

Construction activities continue to progress throughout the project, with the contractor maintaining a strong focus on advancing roadway reconstruction in the Downtown Segment. Crews have made significant progress with roadway removal, and preparations are underway for the placement of aggregate base material. Although some unexpected utility conflicts have affected the construction schedule, the contractor continues working to advance activities wherever possible while coordinating the remaining roadway and concrete improvements.

For the south segment, which is defined as Avenue 13 (Pecan) to Lewis Street, the contractor has completed the replacement of all curb ramps and driveways along the northbound lanes, including the installation of new sidewalks in areas where none previously existed. The northbound lanes are now fully open to traffic. Work continues to progress steadily as the contractor shifts its focus to completing curb ramps and sidewalks along the southbound approach. This work is expected to continue for several more weeks.

For the mid segment, which is defined as Olive Avenue to Yosemite Avenue, construction activities are progressing with sidewalk and curb ramp improvements. A nighttime crew is currently performing work along Gateway Drive between G Street and 6th Street focusing on sidewalk and curb ramp improvements. Crews will continue progressing through the remaining work areas in phases, completing the necessary concrete improvements while maintaining pedestrian access and minimizing disruptions to nearby residents and businesses.

For the downtown segment, which is defined as E Street to Lake Street, with a significant portion of the existing roadway now removed. The contractor is preparing for the delivery of aggregate base material, which is anticipated to arrive within the next few days. Crews are targeting completion of aggregate base placement, grading, and compaction throughout the roadway work area by the end of the week. These activities will establish the foundation for the upcoming paving operations. Concurrent with paving operations, concrete crews will complete the remaining sidewalk improvements adjacent to downtown businesses while maintaining pedestrian access through the construction area.

During roadway excavation, crews encountered existing water service laterals serving businesses along the corridor. Because several of these utilities were located within the limits of the proposed roadway reconstruction, additional excavation was necessary to expose and lower each service lateral to ensure adequate clearance beneath the new roadway structural section. This unforeseen work has required additional coordination and time, impacting the contractor's original construction schedule.

As a result, the contractor is now targeting the week of November 16th for roadway paving, weather and site conditions permitting. Concrete improvements, including sidewalk construction to tie into the ultimate curb alignment, are also anticipated to take place concurrently with or around the same time as paving operations

Stage 2 construction is anticipated to occur from approximately November 23rd through December 21st, 2026. During this phase, eastbound traffic is expected to remain in its current configuration while westbound traffic is shifted onto the newly paved north side of the roadway. On-street parking will be permitted along portions of the westbound side where sufficient space is available, while parking along the eastbound side will continue to be restricted.

Following completion of Stage 2, the contractor is anticipated to maintain the temporary traffic configuration through the holiday season before returning in early 2027 to begin Stage 3 construction. This phase will involve reconstruction of the south side of Yosemite Avenue.

During Stage 3, east bound traffic will be shifted onto the completed north side of the roadway. Based on the current schedule, this final phase is anticipated to take approximately three to four months, resulting in substantial completion of roadway improvements by approximately March 2027.

Caltrans has clarified that there are two separate nighttime work operations associated with the project. The nighttime sidewalk and curb ramp work currently underway is limited to the Mid Segment. While an additional nighttime crew had previously been anticipated for the Downtown Segment to accelerate concrete improvements, the contractor has revised its construction sequence and is currently prioritizing roadway reconstruction and paving activities to reopen the roadway as quickly as possible. As a result, nighttime concrete work within the Downtown Segment has been deferred until roadway improvements are substantially complete. The contractor may still utilize a nighttime crew at a later stage to expedite the remaining concrete improvements, subject to construction progress and schedule updates.

Although previous projections anticipated completion by the end of December 2026, Caltrans has indicated that the contractor's current schedule reflects additional time needed to complete the remaining stages of construction. All schedule projections remain subject to weather conditions, material availability, construction progress, and other unforeseen circumstances.

Construction activities remain active throughout the project area, and crews continue working to complete improvements as efficiently as possible while minimizing impacts to businesses, residents, and the traveling public.

PUBLIC CONCERNS

Caltrans indicates the contractor has remained responsive to concerns as they arise and has taken corrective action where necessary, particularly regarding traffic control, pedestrian access, business access, and parking accommodations within the Downtown Segment. Caltrans will continue monitoring these issues closely as construction progresses and will work with the contractor to address concerns as quickly as possible.

The City and Caltrans appreciate the community's continued patience and understanding as construction advances. Responses by Caltrans to individual letters, inquiries, or concerns regarding construction activities are not included in this report at this time.

TRAFFIC OPERATIONS

Construction activities and traffic control measures will continue to change as work progresses. As the Downtown Segment transitions to Stage 2, traffic will be shifted onto the newly reconstructed north side of Yosemite Avenue while construction advances through the center portion of the roadway. Limited on-street parking will be available where space permits.

Caltrans encourages motorists and pedestrians to use caution and follow all posted traffic control and detour signage when traveling through active construction areas. The City, Caltrans, and the contractor appreciate the public's continued patience as construction progresses.



Figure 1: Looking west on Yosemite at the intersection of S. E St.



Figure 2: Looking east on Yosemite at the intersection of S. E St.

FINANCIAL IMPACT:

There are no impacts to the City's General Fund as a result of this update.

ALTERNATIVES:

This report does not make recommendations to which there may be alternatives.

ATTACHMENTS:

None

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REPORT TO THE CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 18, 2026

Agenda Number: E-2

SUBJECT:

Status Report Regarding the Planning and Building Departments

RECOMMENDATION:

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

SUMMARY:

The City Council has requested an update regarding the status of the Planning and Building Departments. The following report substantiates that both the Planning and Building Departments have both made measurable progress, modernizing and improving development review and permit services and demonstrating that while Community Development Department target objectives and goals are not yet being fully realized, they are achievable and within reach.

Building permit plan check review has shifted in recent years from paper-based, sequential routing to electronic, concurrent review by Planning, Engineering, Building, and Fire. Permit plan checks processed through the Building Department average initial review times of 24.0 calendar days against a 28-day target objective and an average subsequent ("backcheck") review of 12 days against a 14-day target. Qualifying residential rooftop solar permits are issued through SolarAPP+ software within 24 hours, and inspection requests received before 4:00 p.m. are being performed the next business day.

Planning data shows significant 2026 improvement in several categories. All approved Conditional Use Permit (CUP) applications were completed within 75 calendar days; 76.8% of completed Zoning Clearances were completed within 10 business days; and average Sign Permit processing was approximately 10 calendar days. Standalone Site Plan Review application processing timelines have improved but still show room for substantial improvement with only

50% of approved standalone applications (without related entitlements) being completed within the 60-day target objective in 2026, year-to-date (YTD). It should be noted however that Planning data for 2026 does not yet fully support consistent accounting of staff vs. applicant timeline responsibility.

In summary, staff sees the principal remaining challenge as being consistency and total customer time. The Building Department's review-cycle data shows City review times are generally within target, while applicants averaged 42.1 days to return revised plans for backcheck after receiving a correction report. The focus of the Planning Department's next steps should focus on predictable acceptance-based standards, administrative pathways, complete application guidance and improved tracking. It is also staff's opinion that the City is in need of a new integrated and customer-facing property and application management system.

DEPARTMENT ORGANIZATION:

Current Development Functions

The Planning Department supports land use applications from initial inquiry through administrative clearance, discretionary entitlement, environmental review, public hearing, and map action. Tracked categories for purposes of this update focused on nine primary current development related entitlement types including Site Plan Review (SPR), Conditional Use Permit (CUP), General Plan Amendment (GPA), Rezone (REZ), Zoning Conformance/Clearance (ZCL), Sign Permit (SGN), Home Occupation Permit (HOP), Tentative Parcel Map (TPM), and Tentative Subdivision Map (TSM).

The Building Department administers permit intake, plan check review coordination, permit issuance, and construction inspections. An integrated city plan check review team includes Planning, Engineering, Building & Fire as well as Public Works. Plans are distributed electronically for concurrent review, and the City issues a consolidated Plan Review Report (PRR), reducing sequential routing and conflicting comments.

Table 1 below represents the volume of entitlement applications received by the Planning Department in 2026 YTD.

Table 1: *Planning Entitlement Applications Received*

	2024	2025	2026 YTD
Total (9 Tracked Types)	230	217	212
The 2026 total covers January 1 through November 11 and is already close to each of the two prior full-year totals.			

Recent customer service improvements in the Planning Department include but are not limited to the following:

- Creation and implementation of a Senate Bill 9 (SB9) Checklist and Procedures Policy

- Implementation of a new Administrative Review procedure for Accessory Dwelling Units (ADUs).
- Implementation of new addressing procedures.
- Implementation of new application tracking data & tools.

Table 2 below represents the volume of permit plan check applications received by the Building Department in 2026 YTD.

Table 2: *Building Permit Applications Received*			
	2024	2025	2026 YTD
Commercial	71	61	37
Residential	142	93	104
Fire plan check	204	95	66
Solar	939	600	279
Plot plans	49	47	43
Over-the-counter	636	651	623
Total recorded actions	2,041	1,547	1,152
Building totals represent actions for which records are available and may not represent unique projects.			

Recent customer service improvements in the Building Department include but are not limited to the following:

- SolarAPP+: qualifying residential roof-mounted solar permits are reportedly issued within 24 hours; the Division estimates the platform captures approximately 70–80% of these applications.
- Inspectors are utilizing tablets and the Munis Field Inspector App to update inspection status from the field. The Department provides next-business-day inspections for requests received before 4:00 p.m.
- Munis email notifications automatically communicate inspection status, reducing paper notices.
- An expedited commercial and residential EV charging station permitting process began in April 2026.

Staffing

The Planning Department is comprised of the following positions: one Planning Manager (vacant, for which the City is presently recruiting); two Senior Planners (filled); one Assistant Planner (filled); one Administrative Assistant (filled); and, one Part-time GIS Technician (filled).

The Building Department is comprised of the following positions: one Chief Building Official; two Building Inspectors; one Plans Examiner; one Permit Technician; one Administrative Assistant; one Contract Fire Marshal, Plans Examiner/Building Inspector, with all positions filled.

Building Department training and certifications efforts are worthy of note. One of the City's former Building Inspectors promoted to Plans Examiner in October 2024 and has since earned five ICC certifications and is working toward Accessibility Plans Examiner/Inspector certification. Both the Permit Technician and Administrative Assistant have obtained Permit Technician certifications and have been trained to perform over-the-counter permit plan checks.

Streamlining Improvements

A standing principle within the Community Development Departments is to remove unnecessary steps and make review processes predictable without compromising required health, safety, environmental, or public-process obligations. This includes but is not limited to exercising the following in departmental policy:

1. Favoring administrative and ministerial pathways

    - Continue to update the Zoning Regulations to clarify permitted uses, objective standards, application requirements, and administrative decision authority.
    - Create clear zoning conformance/clearance pathways for projects that meet objective standards, supported by concise checklists and defined exceptions.
    - Identify eligible minor site improvements, signs, plot plans, and other routine requests that can be handled administratively or ministerially where legally appropriate.
    - Coordinate Zoning Ordinance amendments with associated General Plan and Official Zoning Map updates to facilitate availability of more "shovel-ready" land.

2. Improving application tracking and interdepartmental coordination

    - Utilize singular methods of project locations, identifiers and shared status records from intake through entitlement, plan check, permit issuance, and inspection.
    - More clearly and consistently identify and assign project benchmarks and target due dates; provide better tracking of when project critical path responsibilities belong to the City, applicant, or outside agency.
    - Continuing with regular plan review team meetings, coordination and efforts to resolve points of procedural failure, inconsistencies and/or conflicting requirements before issuing a consolidated set of comments or conditions.
    - Track City review days, applicant response days, outside-agency time, and hearing/environmental milestones separately to better understand and realize where breakdowns in the project objective timelines most-often occur.

3. Improving guidance and customer assistance

    - Create or update and publish current applications, checklists, fee schedules, process maps, decision timelines, and sample plans on the City's website.
    - Continue to offer and encourage pre-application meetings for new projects and provide roadmaps of likely entitlements, studies, and review dependencies.
    - Use conditions, comments and correction letters that clearly identify each requirement, correction, its code basis, responsible discipline, and the plan sheet or document needing revision.
    - Conduct periodic outreach for architects, engineers, contractors, surveyors, and other frequent applicants on complete first submittals and resubmittals.

TIMELINE OBJECTIVES & GOALS:

The City's service standards should be measured from the date an application is accepted as complete for processing. Staff should separately measure the time from initial receipt to completeness/acceptance, so that the customer's full experience remains visible. Improving process timelines as well as project tracking and transparency for all interests is one of the primary goals of the Community Development Department.

Table 3 below summarizes the existing/reference timelines under which the Planning Department has historically operated in recent years (based upon application receipt and with only marginal assumption given to the application completeness review process, for reference) as well as the ultimate timeline target objective for respective planning entitlements and actions (measured from application acceptance).

Table 3: *Planning Entitlements, Approvals & Clearances*

Application	Existing / Reference	Target Objective
Standalone SPR	60-75 calendar days	30-45 calendar days
CUP	90-120 calendar days	60-75 calendar days
ZCL	10 business days	5 business days
SGN	15 business days	10 business days
HOP	10 business days	5 business days
TPM	45-60 calendar days	30 calendar days
TSM	120-150 calendar days	90-120 calendar days
Plot plans	10 business days	3-5 business days

Table 4 below summarizes the existing/reference timelines under which the Building Department has historically operated in recent years (as well as the current timeline target objective for permit plan checks and issuance (measured from application acceptance).

Table 4: *Building Permit Plan Checks*		
Review Type	Previous / Reference	Current / Target Objective
Initial plan review	6 weeks / 42-days	4 weeks / 28-days
Subsequent review / backcheck	3 weeks / 21-days	2 weeks / 14 days
Plot plans	10 business days	3-5 business days
Over-the-counter	1-3 business days	Same Day

The overall 24.0-day initial review average for permit plan checks already meets the proposed four-week (28-day) target. The overall approximately 12-day backcheck average meets the proposed two-week objective, although some responsible department review time averages are slightly above the 14-day reference. These discipline-level results warrant focused coordination and workload review.

STATISTICS & PERFORMANCE METRICS:

Table 5 below summarizes Planning Department performance data covering the calendar years 2024 through 2026 YTD (through November 11). Processing time is assumed to have begun when an application and/or payment was received (vs. when the application was accepted as complete for processing), and ends on the applicable approval/completion date. Calendar days exclude the start date and include the completion date; business days exclude weekends, not holidays.

Table 5: *Planning Dept. Performance Against Standards*			
Measure	2024	2025	2026 YTD
Standalone SPR: Approved cases within 60 days	33.3%	42.9%	50.0%
Standalone SPR: within 90 days	66.7%	71.4%	100.0%
CUP: Approved cases within 75 days	66.7%	53.8%	100.0%
CUP average calendar days	88.0	125.5	35.8
ZCL within 10 business days	34.5%	48.8%	76.8%
SGN within 10 business days	63.2%	61.5%	73.7%
HOP within 20 business days	34.7%	65.8%	83.8%
TPM within 75 calendar days	50.0%	33.3%	100.0%
TSM within 180 calendar days	71.4%	50.0%	N/A

These figures demonstrate improvement within the Standalone Site Plan Review category but substantial room for improvement. The Planning Department has otherwise shown marked improvement and performed strongly in 2026 in routine clearance processing.

Table 6 below summarizes Planning Department average processing times in calendar days.

Table 6: *Planning Dept. Average Processing Times*			
Category	2024	2025	2026 YTD
SPR – all groups	102.2	95.4	47.8
CUP	88.0	125.5	35.8
ZCL	35.3	16.8	13.9
SGN	14.3	30.3	10.2
HOP	40.3	31.2	20.0
TPM	158.5	72.0	73.0
TSM	121.3	132.0	—
The SPR all-groups average includes applications related to other entitlements and is not a standalone SPR measure. The standalone subgroup analysis is more useful for evaluating the 30-day objective.			

Table 7 below summarizes Building Department average processing times in calendar days.

Table 7: *Building Dept. Average Processing Times*		
Review cycle	Target	Average City time
Initial plan review	28 calendar days	24.0 days
Second review	14 calendar days	12.1 days overall
Third review	14 calendar days	12.1 days overall
All avg. processing times currently meet target four-week objective		

Building Department data reveal applicant return intervals averaging 34.2 days after PRR2, 51.6 days after PRR3, and 58.0 days for PRR4 and later. Across the process, applicants averaged 42.1 days to return revised plans. While also demonstrating a source of accountability, this is construed as a major opportunity for education and clearer resubmittal requirements.

OBSERVATIONS:

Demonstrated Successes

The Building Department's transition to electronic, concurrent plan review has reduced paper handling and sequential routing. The 24.0-day initial review and 12.1-day backcheck averages are within current City targets. Inspection service is more responsive through field tablets, live Munis updates, and automated customer notifications; SolarAPP+ and EV charging permit streamlining provide newer expedited pathways.

CUP processing in 2026 is strong with all approved projects having been completed within 75 calendar days, with a 35.8-day average. Routine Planning services have improved: 76.8% of completed Zone Conformance/Clearances were within 10 business days and average Sign Review processing was 10.2 calendar days.

Standalone SPR has improved from 33.3% within 60 days in 2024 to 50.0% in 2026 YTD; all approved standalone cases were within 90 days.

Principal Improvement Opportunities

Standalone SPR remains the clearest Planning Department opportunity for improvement. The proposed 30-day target will require objective checklists, clear reviewer assignments, and continuity in assignments which will limit sequential handoffs. CUP performance needs to achieve greater consistency (which has been lacking across all years) although the 35.8-day average in 2026 is promising.

Repeated backchecks and applicant resubmittal delays lengthen total project duration. The City should strive to improve correction clarity and applicant education while continuing to report applicant time separately. Responsible department backcheck averages are slightly above the 14-day target even though the integrated average is 12.1 days.

Application data needs standardization, using consistent fields, benchmark dates and identifiers. More reliable and accessible data is necessary for transparent performance reporting.

Regional Context

Available peer data suggests Madera's 2026 CUP result is competitive with published Central Valley timelines.

Competetive local agencies should be expected to achieve eight-week SPR targets and report between 70-85% target attainment. Some central valley local agencies do publish CUP ranges generally longer than Madera's 2026 average. Definitions differ, however, and some jurisdictions report review cycles or target timelines rather than end-to-end approval times; making defensible regional comparisons difficult.

The 2026 Planning cohort is partial-year and completed-case averages do not include pending cases. Some categories also have very small samples. Building review-cycle times measure City time, not total project duration.

SOLUTIONS & NEXT STEPS

Based upon an analysis of the results of the Planning and Building Department status update, staff recommend implementation of the following objectives, policies and actions as points of priority and focus.

Integrated Application & Property Management Software

Proceed with procurement of an integrated application and property management platform for Community Development, Public Works, and Police code enforcement. A $175,000 General Fund appropriation is identified for purchase, engineering, development, and implementation; RFP

preparation is in progress. Contemporary software can and should provide, at minimum, the following:

- A customer portal for online applications, document uploads, fee payments, status tracking, inspection requests, and two-way messaging.
- Configurable workflows, concurrent routing, automated due dates, consolidated comments, audit trails, and dashboards separating City, applicant, and outside-agency time.
- Integration planning for Munis/financial systems, GIS/property records, and document management; include data migration, training, cybersecurity, accessibility, and post-launch support.
- AI-assisted intake validation, document classification, routing, and customer status support only with staff verification, privacy/security controls, and no automated final land-use or enforcement decisions.

Policies, Procedures, Applications & Checklists

- Adopt unified intake and completeness policies defining required materials, completeness notices, acceptance dates, and resubmittal expectations.
- Standardize applications and checklists for all application types and categories.
- Establish internal service standards, case ownership, escalation triggers, and continue use of weekly aging reports, and management review.
- Issue consolidated correction letters wherever practicable, identifying code basis, responsible discipline, and exact response needed.

Zoning and General Plan Modernization

- Continue Zoning Ordinance updates to clarify objective standards, permitted uses, administrative approvals, pathways, and zoning clearances for routine and “by-right” applications.
- Coordinate related General Plan and Official Zoning Map updates to maintain consistency and support predictable review.

Applicant Education and Resubmittal Quality

- Conduct periodic workshops for design professionals and frequent applicants focused on complete initial submittals and complete first-cycle resubmittals.
- Consider preparation and use of a resubmittal response matrix requiring applicants to answer each correction and identify the revised sheet or document.
- Offer pre-application meetings and written review roadmaps for complex projects.

CONCLUSIONS

Madera has made meaningful progress modernizing development review and permit services. Building plan review is faster and more coordinated, inspection services are more responsive, and several Planning categories show substantial 2026 improvement. The next phase is to institutionalize these gains through clear acceptance-based standards, more consistent entitlement processing, fewer repeat backchecks, better applicant guidance, and an integrated application management platform.

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: November 18, 2026

Agenda Number: E-3

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez, City Manager

SUBJECT:

Code Enforcement Update

RECOMMENDATION:

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

SUMMARY:

The intended purpose of this report is to provide Council with an update of Code Enforcement (CE) division.

DISCUSSION:

From July to September 2026, CE have responded to the following:

- Number of calls: 1,051
- New cases generated: 164
- Notice of Violations (NOVs) issued: 265
- Citations issued: 51
- Vehicles towed: 26
- Open cases: 326
- Closed cases: 201

During this period, CE has been intimately involved with some complex cases. While some cases are resolved with minimal effort, some are very complex and consume considerable staff resources. The following are some examples during the 1st quarter of Fiscal Year 2026/27.

- Cardwell Property: Squatters unlawfully occupied the vacant parcel with campers,

unpermitted recreational vehicles (RV), and makeshift shelters. CE partnered with the property owner and through Superior Court, the City was successful in securing a judicial injunction, successfully restoring the property to lawful conditions.

- Storey Road Property: A single tenant illegally sublet acreage to multiple individuals, resulting in an unpermitted community of RVs and makeshift habitations lacking proper sanitation. Staff coordinated with the property owner to obtain an eviction warrant, effectively eliminating the hazard and abating the encampment.

- 1021 Clark Street: Staff addressed a considerable blight concern involving approximately 20 inoperable vehicles and extensive refuse stored in the rear yard. Following the issuance of a Notice of Violation (NOV), CE worked collaboratively with the property owner to achieve compliance, resulting in the voluntary removal of all salvage vehicles and accumulated debris.

- 3rd Street property: Officers identified an egregious substandard housing condition where an elderly resident and her adult children were living without running water, electrical power, or municipal trash service amidst severe structural damage, broken windows, and heavy accumulation of debris. CE coordinated a multi-disciplinary response with Police Detectives and Adult Protective Services (APS). This collaborative effort assisted the elderly resident in restoring essential utilities, addressing safety hazards, and bringing the home into municipal compliance while connecting the family to social services.

- Massage parlors Joy Spa and Comfort Massage: Acting on community complaints alleging operations beyond approved municipal permits, CE initiated targeted inspections of Joy Spa. The business, licensed solely for aromatherapy, lacked the required Conditional Use Permit (CUP) for massage therapy and received multiple NOVs and administrative citations. A subsequent compliance check revealed solicitation for unlawful acts, prompting an audit of associated business entities that linked ownership to Comfort Massage. Code Enforcement coordinated with the department's Special Investigations Unit (SIU) to conduct an undercover operation, confirming that Comfort Massage was likewise operating outside of their CUP and facilitating illicit activity. Enforcement actions, including formal NOVs, were served across both locations to halt unlawful commercial operations.

Staffing

Code Enforcement is currently supervised by a Police Administrative Sergeant while the City continues its search for a Code Enforcement Supervisor. Current staffing includes three full-time and one part-time employee. Current vacancies posted by the City include the Supervisor position, as well as Code Enforcement Officers I, II, and III. While the Code Enforcement Officers I, II, and III positions are all currently advertised, the City has two CE Officer vacancies that can be filled with a CE Officer at any tier.

Since early 2026, the City has attempted to recruit for the CE Supervisor position but for a variety

of reasons, has been unsuccessful. The City is actively recruiting for this position.

In addition, since the summer, the City has been recruiting for a CE III position but has also been unsuccessful.

It is noted that the City has attempted to recruit each position on multiple occasions.

FINANCIAL IMPACT:

There are no significant costs associated with preparing this report.

ALTERNATIVES:

This report does not make recommendations to which there may be alternatives.

ATTACHMENTS:

None