

REGULAR MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

**Wednesday, October 7, 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/jc/87002784359. Members of the public may provide comments on agenda items in person, through Zoom, or by phone at (669) 900-6833 using meeting ID: 870 0278 4359 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 Daniel Martinez, 4th Street Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS:

1. Proclamation Recognizing Indigenous Peoples' Day
2. Proclamation Recognizing Disability Awareness Month
3. Assemblymember Esmeralda Soria Legislative Update

PUBLIC COMMENT:

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

A. PUBLIC HEARINGS:

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

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

B. CONSENT CALENDAR:

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

B-1 Minutes – September 16, 2026

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

B-2 Informational Report on Register of Audited Demands

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

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

Recommendation:

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

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

Recommendation: Adopt a Resolution Waiving the rental fees of the John Wells Youth Center (JWYC) on October 17, 2026, related to a Hoop Shoot Contest Hosted by the Madera Elks Lodge #1918, at an Anticipated Rental Fee of \$425 (Report by Joseph Hebert)

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

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

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

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

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

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

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

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of Raymond Road Street Improvements Rebid, City Project R-37, CMAQ 5157(094), Shoulder Paving and RMRA Street Rehab; and
2. Recording of Notice of Completion; and
3. Release of Retention 35 days After the Recording of the Notice of Completion (Report by Keith Helmuth)

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

Adopt a Minute Order Approving:

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

B-10 Westberry Bridge, City Project B-02

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

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

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

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

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

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

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

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

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

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

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

C. WORKSHOP:

C-1 Half Marathon Event Information

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

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

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

Recommendation: Adopt a Resolution Determining the Project is exempt from the Provisions of the California Environmental Quality Act (CEQA) Pursuant to Sections 15262 and 15061(b)(3) of the CEQA Guidelines and Approving a Professional Services Agreement with The Code Group, Inc. (dba VCA Code) for the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project in an Amount Not to Exceed \$375,545 (Report by Will Tackett)

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

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

D-3 Mayor's Christmas Concert

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

E. ADMINISTRATIVE REPORTS:

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

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

E-2 Selecting Recipients for November Proclamations

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

FUTURE MEETING DATES:

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

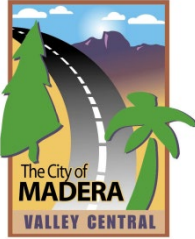
ADJOURNMENT:

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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient details that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
 - Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for October 7, 2026, near the front entrances of City Hall and on the City's website www.madera.gov at 7:30 p.m. on October 1, 2026.

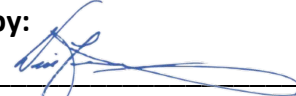


Alicia Gonzales, City Clerk

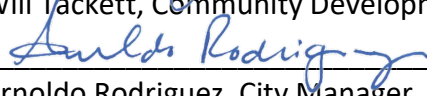


REPORT TO THE CITY COUNCIL

Approved by:



Will Tackett, Community Development Director



Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: A-1

SUBJECT

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

RECOMMENDATION

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

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

SUMMARY:

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

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

In accordance with the provisions of CMC § 10-3.1500 et seq., staff prepared proposed amendments to the Zoning Regulations in the form of a draft ordinance. The draft was presented

during a public hearing, on September 8, 2026, for consideration by the Planning Commission and a recommendation to the Council. Following the public hearing, the Commission adopted Resolution No. 2061 recommending the Council approve OTA 2026-04. Staff are presenting the ordinance proposed for adoption with minor changes to formatting and additional inclusionary language to provide better clarity respective to the areas of applicability, but which are substantially compliant and consistent with the intent and recommendation of the Commission.

ANALYSIS:

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

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

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

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

ENVIRONMENTAL REVIEW:

The California Environmental Quality Act (CEQA) Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq.) specify that a “project” consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. This proposal qualifies as a project under CEQA because it involves an amendment to the zoning ordinance as described in CEQA Guidelines Section 15378(a)(1) but has no direct or reasonably foreseeable indirect effect on the environment.

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

to have a significant effect on the environment, and therefore it is not subject to further environmental review.

COUNCIL ACTION:

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

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

ALTERNATIVES:

As an alternative, the Council may elect to:

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

ATTACHMENTS:

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

ATTACHMENT 1

Planning Commission Resolution No. 2061
(Recommendation)

RESOLUTION NO. 2061

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following sections have been proposed for amendment:

- Reserved (CMC § 10-3.4.415.1);

4. Effective Date: This resolution is effective immediately.

* * * * *

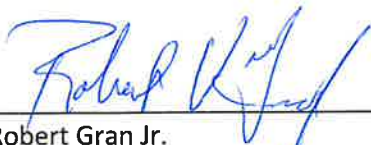
Passed and adopted by the Planning Commission of the City of Madera this 8th day of September 2026, by the following vote:

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

NOES:

ABSTENTIONS:

ABSENT:



Robert Gran Jr.
Planning Commission Chairperson

Attest:



David Brletic
Planning Manager

Exhibit "A" – OTA 2026-04 Draft Ordinance

ATTACHMENT 2

City Council Ordinance

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10-3.419 EXTERIOR COLORS IN COMMERCIAL ZONE DISTRICTS

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

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

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

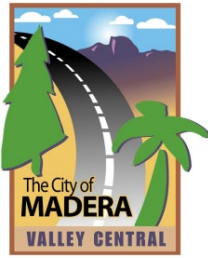
- (5) Exception: This section shall not apply to remediation of vandalism, such as graffiti, provided the paint color substantially matches the existing building color.

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

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

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

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Item:	B-1
Minutes for:	09/16/2026
Adopted:	10/07/2026

Minutes of a Regular Meeting of the Madera City Council

Wednesday, September 16, 2026
6:00 p.m.

Council Chambers
City Hall

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

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

ROLL CALL:

Present: Mayor Cece Gallegos
Mayor Pro Tem Rohi Zacharia, District 1
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Absent: Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Larry Pendarvis, Grants Administrator Marcela Zuniga, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Planning Manager David Brletic, Chief of Police Giachino Chiaramonte, Police Commander Josiah Arnold, Public Works Director Harpiar Gandhi, Deputy City Engineer Ellen Bitter, Deputy City Engineer Eric Frampton, Senior Civil Engineer Steve Bettencourt, Assistant Engineer Alexis Raymundo and Administrative Analyst (HR) Eric Battles.

INVOCATION: Pastor Tim Echevarria, Remnant Church

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Zacharia

APPROVAL OF AGENDA:

ON MOTION BY MAYOR PRO TEM ZACHARIA AND SECONDED BY COUNCILMEMBER MEJIA, THE AGENDA WITH ITEM A-3 CONTINUED TO THE OCTOBER 21, 2026 MEETING WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

PRESENTATIONS:

- 1. Proclamation Recognizing the Retirement of Officer Wayson Juarez**
- 2. Proclamation Recognizing Old Timers Day – Grand Marshal Dennis Smith**

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Founder of Project Run Madera Alisha Brown, invited the City Council to partner with their organization for its inaugural Project RUN event, featuring a two-mile fun run/walk and a 10K race.

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

A. PUBLIC HEARINGS:

A-1 Consideration of an Ordinance Updating the Madera Municipal Code Regarding Vacant Buildings

Recommendation: Waive the First Reading and Introduce by Title Only an Ordinance of the City Council of the City of Madera Amending Chapter 12 of Title IX of the Madera Municipal Code Regarding Vacant Buildings (Report by Giachino Chiamonte)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM A-1 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

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

A-2 Public Hearing Regarding the Program Year 2025/26 Community Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and Financial Summary

Recommendation: Conduct a Public Hearing, Invite Public Input, and Adopt a Resolution Approving the City's Program Year 2025/26 CAPER and Financial Summary (Report by Michael Lima)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MEJIA, ITEM A-2 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

RES 26-162 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE PROGRAM YEAR (PY) 2025/26 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY

A-3 Ordinance Text Amendment (OTA 2026-03) for the Amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code

Recommendation: Staff Recommends the City Council Act as Follows: Move to Continue the Public Hearing to the Regular Meeting of the City Council Scheduled to be held on October 21, 2026 (Report by Will Tackett)

At agenda approval, this item was continued to a future meeting.

B. CONSENT CALENDAR:

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

ON MOTION BY MAYOR PRO TEM ZACHARIA AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

B-1 Minutes – September 2, 2026

Recommendation: Approve the City Council Minutes of September 2, 2026 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for August 22 to September 4, 2026 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Amendment to Resolution 26-135 for Fleet Division-related Purchases

Recommendation: Adopt a Resolution Approving Amendment to Resolution 26-135 using Sourcewell Piggyback Agreement with National Auto Fleet Group Adding Sales Tax for the Purchase of Two Replacement Pickups (Report by Michael Lima)

RES 26-163 RESOLUTION APPROVING AMENDMENT TO RESOLUTION 26-135 USING SOURCEWELL PIGGYBACK AGREEMENT WITH NATIONAL AUTO FLEET GROUP ADDING SALES TAX FOR THE PURCHASE OF TWO REPLACEMENT PICKUPS

B-5 Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY26 Grant

Recommendation: Adopt a Resolution Authorizing Submission of an Application to the Edward Byrne Memorial Justice Assistance Grant Program for Fiscal Year 2026, and Authorizing the City Manager (or designee) to Execute All Related Application Documents (Report by Giachino Chiamonte)

RES 26-164 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FORAWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

B-6 Request by Bernardo Osuna and Martha Garcia for Connection to the City's Water System

Recommendation: Adopt a Resolution Approving an Agreement for Outside City Limits Water Connection for 16454 North Lake Street (APN 038-081-052) (Report by Keith Helmuth)

RES 26-165 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 16454 N. LAKE STREET (APN 038-081-052)

B-7 Water Main Replacement Project City Project W-43

- Recommendation:** Adopt a Minute Order Approving:
1. Acceptance of the Water Main Replacement Project City Project W-43; and
 2. Recording of Notice of Completion; and
 3. Release of Retention 35 days after the Recording of the Notice of Completion (Report by Keith Helmuth)

C. WORKSHOP: None

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

D-1 Change Order for the 2024 Wastewater Treatment Plant Improvement Project WWTP 24-01 for Construction of a New Influent Pump Station (IPS) Wet Well

- Recommendation:** Adopt a Resolution:
1. Approving the Award of a Contract Change Order to Gateway Pacific Contractors, Inc. for the Wastewater Treatment Plant (WWTP) Improvement Project to Construct a New Influent Pump Station Wet Well for \$3,300,000 including contingencies of up to \$225,000 as approved by the City Engineer; and
 2. Authorizing an Amendment to the Fiscal Year (FY) 2026/27 Sewer Fund Capital Projects Organization's Adopted Budget Appropriating \$363,000 of fund balance for the Project (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

RES 26-166 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE AWARD OF A CONTRACT CHANGE ORDER FOR THE WASTEWATER TREATMENT PLANT (WWTP) FACILITY IMPROVEMENT PROJECT IN THE AMOUNT OF \$3,300,000 FOR CONSTRUCTING AN INFLUENT PUMP STATION WET WELL INCLUDING CONTINGENCIES OF UP TO \$225,000 AS APPROVED BY THE CITY ENGINEER

D-2 Award of Bid for Invitation for Bid (IFB) No. 202627-03, Fiscal Year 2026/2027 Asphalt/Concrete Patching On-Call Services

- Recommendation:** Adopt a Resolution Approving an On-Call Agreement to Witbro, Inc. dba Seal Rite Paving and Grading for Asphalt/Concrete Patching On-Call Services (Report by Harpiar Gandhi)

ON MOTION BY MAYOR PRO TEM ZACHARIA AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

RES 26-167 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING INVITATION FOR BID (IFB) NO. 202627-03 TO WITBRO, INC. DBA SEAL RITE PAVING AND GRADING FOR FISCAL YEAR 2026/2027 ASPHALT/CONCRETE PATCHING ON-CALL SERVICES

D-3 Award of Bid for Invitation (IFB) No. 202627-05, Road Rehabilitation Various Locations

Recommendation: Adopt a Resolution:

1. Approving a Construction Agreement with Avison Construction, Inc. for the Road Rehabilitation Various Locations project, IFB No. 202627-05; and
2. Determining the Project is Categorically Exempt Pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) (Report by Harpiar Gandhi)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

RES 26-168 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDED INVITATION FOR BID (IFB) NO. 202627-05 TO AVISON CONSTRUCTION, INC. FOR ROAD REHABILITATION VARIOUS LOCATIONS AND AUTHORIZING CONTRACT CONTINGENCIES RELATED TO THE CONTRACT

D-4 Madera 2026 Road Rehab Bid Package 1, City Project R-80, 98, 104, 108, & 109

Recommendation: Adopt a Resolution:

1. Approving the Contract Award for Madera 2026 Road Rehab Bid Package 1, City Project R-80, 98, 104, 108, & 109 to Consolidated Engineering Inc.; and
2. Determining the Project is Categorically Exempt Pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) (Report by Keith Helmuth)

ON MOTION BY MAYOR PRO TEM ZACHARIA AND SECONDED BY COUNCILMEMBER MEJIA, ITEM D-4 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

RES 26-169 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR MADERA 2026 ROAD REHAB BID PACKAGE 1, CITY PROJECT R-80, 98, 104, 108, & 109, IN THE AMOUNT OF \$1,213,906.85 TO CONSOLIDATED ENGINEERING INC AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

D-5 FY 2024 Street Rehab and Reconstruction Project, City Project No. R-99 & 2021-22 SB-1 (RMRA) Seals and Overlays, City Project No. R-79

Recommendation: Adopt a Resolution:

1. Approving the Contract Award for FY 2024 Street Rehab and Reconstruction Project, City Project No. R-99 & 2021-22 SB-1 (RMRA) Seals and Overlays, City Project No. R-79 to Avison Construction, Inc.; and
2. Determining the Project is Categorically Exempt Pursuant to Section 15301, Class 1 (Existing Facilities) of the California Environmental Quality Act (CEQA) (Report by Keith Helmuth)

Mayor Gallegos briefly left the Council Chambers.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MEJIA, ITEM D-5 WAS APPROVED BY A 4/0 VOTE. ABSENT: MAYOR GALLEGOS AND COUNCILMEMBERS RODRIGUEZ AND MONTES.

RES 26-170 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR FY 2024 STREET REHAB AND RECONSTRUCTION PROJECT, CITY PROJECT NO. R-99 & 2021-22 SB-1 (RMRA) SEALS AND OVERLAYS, CITY PROJECT NO. R-79, IN THE AMOUNT OF \$3,059,391.50 TO AVISON CONSTRUCTION, INC. AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

Mayor Gallegos returned to the Council Chambers and resumed her seat.

D-6 Purchase of Rosenbauer Type-1 Custom Fire Engine and Related Budget Amendment

Recommendation: Adopt a Resolution Approving a Purchase Agreement for a Rosenbauer Type-1 Fire Engine from Rosenbauer South Dakota, LLC under Sourcewell Cooperative Purchase Contract #082025- RSD and an Amendment to the Fiscal Year 2025/26 Adopted Budget Appropriating \$1,263,012 for the Purchase in the Measure K Fire Budget (Report by Larry Pendarvis)

ON MOTION BY MAYOR PRO TEM ZACHARIA AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-6 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

RES 26-171 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A PURCHASE AGREEMENT FOR A ROSENBAUER CUSTOM TYPE 1 FIRE ENGINE A SOURCEWELL PURCHASE CONTRACT #082025-RSD; AUTHORIZING EXECUTION BY CITY MANAGER; AND AMENDING THE 2025/26 ADOPTED BUDGET APPROPRIATING \$1,263,012 FOR THE PURCHASE IN THE MEASURE K FIRE BUDGET FOR THE PURCHASE OF EQUIPMENT

D-7 Seventh Amendment to the City Clerk At-Will Employment Agreement

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

ON MOTION BY COUNCILMEMBER MEJIA AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-7 WAS APPROVED BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

RES 26-172 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SEVENTH AMENDMENT TO THE CITY CLERK AT-WILL EMPLOYMENT AGREEMENT

E. ADMINISTRATIVE REPORTS:

E-1 Selecting Recipients for October Proclamations

Recommendation: Request for Council's Selection of Recipients for the following Proclamations: Breast Cancer Awareness Month, Indigenous People's Day, Domestic Violence Awareness Month (Report by Alicia Gonzales)

Carolyn Williams was selected as the recipient of the Breast Cancer Awareness Month proclamation. Porfirio Hernandez of Comunidad de San Martin Itunyoso was selected as the recipient of the Indigenous People's Day proclamation and CAPMC was selected as the recipient of the Domestic Violence Awareness Month proclamation.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MEJIA, ITEM E-1 WAS APPROVED AS DISCUSSED ABOVE BY A 5/0 VOTE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES.

E-2 Caltrans Highway Capital Preventive Maintenance (CAPM) Project 06-0Y180 on State Route 145 (Project) Construction Update

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Villegas had nothing to report.

Councilmember Mejia shared that she enjoyed attending the fair and thanked Mayor Pro Tem Zacharia for hosting the Robotics program. She wished everyone a Happy Mexican Independence Day, recognized Hispanic Heritage Month, and invited the community to attend the Guelaguetza event at the fairgrounds on October 11th from 2:00 p.m. – 7:00 p.m.

Councilmember Evans requested and received consensus to place discussion of the Project RUN event on a future agenda. She mentioned that she attended the fair and had a great time. She shared that she attended the 9/11 event, and the presentation of a ceremonial check from Congressman Gray. She received 30 backpacks from United Way that she will be giving out two (2) a month to James Monroe Elementary students during her "Crunch with the Councilwoman" meet ups.

Mayor Pro Tem Zacharia shared that he received positive feedback regarding the fair and thanked everyone who was able to participate with the children at the fair.

Mayor Gallegos thanked City Manager Arnoldo Rodriguez for his forward-thinking plans for replacement of fire engines, equipment, and for planning Madera's future. She thanked City Clerk Alicia Gonzales for streamlining the meetings. The Mayor mentioned that anyone who would like additional information on the roads, etc. can access the staff reports on the City's website. She also thanked the janitorial staff, administrative support staff, and all City employees for their hard work.

G. CLOSED SESSION:

G-1 Conference with Real Property Negotiators Pursuant to Government Code Section §54956.8

Property: 2883 Sharon Boulevard, Madera, CA 93638 (APN 013-280-002)

Agency Negotiator: City Manager

Negotiating Parties: Edward J. McIntyre and Gail Hanhart McIntyre

Under Negotiation: Price and Terms of an Easement

City Attorney Shannon Chaffin made the closed session announcement at 7:33 p.m. Mr. Chaffin and Council returned from Closed Session at 7:49 p.m. Mr. Chaffin stated there was no reportable action.

FUTURE MEETING DATES:

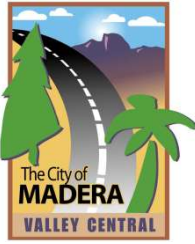
- Wednesday, October 7, 2026
- Wednesday, October 21, 2026

ADJOURNMENT: Meeting was adjourned at 7:49 p.m.

ALICIA GONZALES, City Clerk

CECELIA K. GALLEGOS, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for September 5 to September 25, 2026

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 5 to September 25, 2026, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	46309 – 46487	\$4,883,174.12

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	US Bank	\$1,627,581.66
<i>SDI</i>	EDD	\$7,157.58
<i>CalPERS Payment</i>	CalPERS	\$333,279.38

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2026/2027 Adopted Budget and released for payment every Monday. Each demand has been audited, and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2026/2027 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
October 07, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46309	09/08/2026	Facilities Maintenance	DIR- ELECTRICIAN CERTIFICATION FUND	ELECTRICIAN CERTIFICATION RENEWAL	100.00
46310	09/11/2026	Fleet Acquisition	PIONEER FARM EQUIPMENT CO.	KUBOTA 72" MOWER	22,080.87
46311	09/11/2026	Sewer Capital Outlay	TELSTAR INSTRUMENTS	SS-06 FAIRGROUNDS LIFT STATION MODIFICATIONS	187,682.49
46312	09/11/2026	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 07/26	137,119.03
46312	09/11/2026	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 07/26	91,567.75
46313	09/11/2026	Water Mtnc/Operations	DAVIDS ENGINEERING, INC.	PROFESSIONAL ENG SERVICES	423.32
46314	09/11/2026	MEAS K - PD	DOOLEY ENTERPRISES, INC.	AMMUNITION	4,372.15
46314	09/11/2026	PD Operations	DOOLEY ENTERPRISES, INC.	AMMUNITION	23,025.23
46315	09/11/2026	Sewer Capital Outlay	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SVS	2,599.25
46315	09/11/2026	Sewer Capital Outlay	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SVS	6,369.75
46316	09/11/2026	Facilities Maintenance	MESA ENERGY SYSTEMS, INC	HVAC MAINTENANCE - PW	1,125.00
46317	09/11/2026	FAU CMAQ	JUAREZ BROTHERS GENERAL ENGINEERING INC.	R-37 RAYMOND ROAD STREET IMPROVEMENTS	109,525.28
46317	09/11/2026	LTF - Streets	JUAREZ BROTHERS GENERAL ENGINEERING INC.	R-37 RAYMOND ROAD STREET IMPROVEMENTS	14,935.26
46317	09/11/2026	RSTP - FED EX	JUAREZ BROTHERS GENERAL ENGINEERING INC.	R-37 RAYMOND ROAD STREET IMPROVEMENTS	63,556.92
46319	09/11/2026	RSTP - FED EX	C3 ELECTRIC, INC.	TS-35 LAKE & SHERWOOD TRAFFIC SIGNAL PROJECT	34,428.29
46320	09/11/2026	LTF - Streets	WESTWOOD PROFESSIONAL SERVICES, INC.	DESIGN SERVICES R-000094 BID PACKAGE 3	8,887.50
46321	09/11/2026	Computer Replacement	HOWARD INDUSTRIES, INC.	PD- REPLACEMENT CAMERAS	4,816.04
46322	09/11/2026	SUPP LAW ENF	AARDVARK	KINETIC BREACHING TOOL	13,726.25
46323	09/11/2026	Computer Replacement	AMERICAN FUTURE TECHNOLOGY, CORP	AI PROCESSOR	6,437.93
46324	09/11/2026	RSTP - FED EX	PACIFIC COAST CONSTRUCTION & LAND CO	R-58 SCHNOOR AVE SIDEWALK CONSTRUCTION	143,352.35
46325	09/11/2026	CDBG Public Improvement	HARRIS DEVELOPMENT CORP.	CDBG - ROTARY BASKETBALL COURTS	14,544.79
46325	09/11/2026	Develop Impact Fee/Parks	HARRIS DEVELOPMENT CORP.	CDBG - ROTARY BASKETBALL COURTS	0.00
46326	09/11/2026	Sewer Capital Outlay	AECOM TECHNICAL SERVICES, INC.	SS-06 ONCALL FAIRGROUND LIFT STATION MODIFICATI	1,047.50
46327	09/11/2026	Water Capital Outlay	BSK ASSOCIATES	W-43 TESTING LAB	18,903.50
46327	09/11/2026	Sewer Capital Outlay	BSK ASSOCIATES	WWTP24-01 TESTING LAB	11,526.00
46328	09/11/2026	Sewer Capital Outlay	BLAIR CHURCH & FLYNN	SS-08 2018 MANHOLE PROJECT & SS-09 SEWER REPAIR	662.54
46329	09/11/2026	Water Capital Outlay	CDM SMITH INC.	ENGINEERING SERVICES FOR WELL 37	8,813.80
46330	09/11/2026	Water Mtnc/Operations	MADERA PUMPS, INC.	WELL 28 CASING REPAIR	8,400.00
46331	09/11/2026	MEAS T - RTP	AVISON CONSTRUCTION INC	R-81: 2022-23 SB-1 SEALS & OVERLAYS	139,191.18
46331	09/11/2026	SB1-LPP (Local Partnership	AVISON CONSTRUCTION INC	R-81: 2022-23 SB-1 SEALS & OVERLAYS	122,769.75
46332	09/11/2026	MEAS T - RTP	SALEM ENGINEERING GROUP	R-81 TESTING SERVICES	5,577.00
46333	09/11/2026	RSTP - FED EX	PETERS ENGINEERING GROUP	R-57 TASK ORDER 1033-2026	93,400.00
46334	09/11/2026	LTF - Streets	PROVOST & PRITCHARD CONSULTING	ON-CALL ENGINEERING FOR PROJECT B-000006	562.21
46334	09/11/2026	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SVS	139.50
46334	09/11/2026	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	ON-CALL W-39, W-40, & W-41 WATER MAIN REPLACEM	54,341.47
46334	09/11/2026	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	DESIGN SERVICES FOR W-000009	7,050.70

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
October 07, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46334	09/11/2026	Water Mtn/Operations	PROVOST & PRITCHARD CONSULTING	UWMP UPDATE 2025	2,818.40
46335	09/11/2026	Fleet Maintenance	PUNTES, JUAN	TOOL ALLOWANCE REIMBURSEMENT	300.00
46336	09/11/2026	Sewer Mtn/Operations	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MED BILL 10/01/26-06/30/27	1,809.00
46336	09/11/2026	Water Mtn/Operations	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MED BILL 10/01/26-06/30/27	1,809.00
46337	09/11/2026	Comm & Rec Centers	STATE OF CALIFORNIA	YOUTH CENTER ELEVATOR STATE PERMIT	675.00
46338	09/11/2026	Water Capital Outlay	STEVE DOVALI CONSTRUCTION	W-GW-001 MUNICIPAL WATER WELL 37	113,326.25
46339	09/11/2026	LTF - Streets	TECHNICON ENGINEERING SVCS., INC.	TS-32 TESTING SERVICES	923.00
46339	09/11/2026	Prop 68 Grant	TECHNICON ENGINEERING SVCS., INC.	LAB TESTING - TAUBERT PARK	2,153.00
46340	09/11/2026	FAU CMAQ	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	1,919.95
46340	09/11/2026	LTF - Streets	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	901.19
46340	09/11/2026	MEAS T - RTP	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	665.00
46341	09/11/2026	MEAS K - FIRE	TYLER TECHNOLOGIES INC.	INSPECTOR MOBILE - ENTERPRISE ERP	10,205.55
46342	09/11/2026	Water Capital Outlay	WEST VALLEY CONSTRUCTION CO. INC.	2024 WATER METER PROJECT NO. W-32 PH.1	50,105.43
46343	09/11/2026	Engineering	YAMABE & HORN ENGINEERING	MAP & PLAN CHECK	6,287.98
46344	09/11/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - ID #6125 METER #34	1,700.00
46345	09/11/2026	Water Fund	AR REFUNDS	DEPOSIT REFUND - ID #6136 METER #38	1,700.00
46345	09/11/2026	Water Utility	AR REFUNDS	DEPOSIT REFUND - ID #6136 METER #38	(34.28)
46346	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9926045	272.42
46347	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9924258 TERM REFUND	205.81
46348	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9918429 TERM REFUND	122.33
46349	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922466	156.35
46350	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 10000077 TERM REFUND	200.16
46351	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 10000998 TERM REFUND	141.53
46352	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9910954	411.29
46353	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000763	148.32
46354	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9916222 TERM REFUND	98.64
46355	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9926361 TERM REFUND	61.84
46356	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 10000631 TERM REFUND	98.34
46357	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924488	55.11
46358	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9907239 TERM REFUND	156.13
46359	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9926388 TERM REFUND	229.63
46360	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9919622 UB TERM REFUND	272.76
46361	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917698	98.77
46362	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9915716 TERM REFUND	139.71
46363	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917271	62.77
46364	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 7060631 TERM REFUND	348.31

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46365	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 10000990 TERM REFUND	70.28
46366	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9925647 TERM REFUND	266.33
46367	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9925931 TERM REFUND	103.27
46368	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 3574008 TERM REFUND	376.27
46369	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917297	101.01
46370	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925804	67.04
46371	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9918062 TERM REFUND	220.48
46372	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925635	282.25
46373	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9920256 TERM REFUND	262.69
46374	09/11/2026	Water Fund	OTP- UB REFUNDS	UB 9922480 TERM REFUND	288.11
46375	09/11/2026	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 10000117	211.40
46376	09/15/2026	City Council	FOLEY-GALLEGOS, CECE	PER DIEM - LOCC ANNUAL CONFERENCE	150.50
46377	09/15/2026	PD Operations	TIM J LAW	EMPLOYMENT BACKGROUND	13,600.00
46378	09/15/2026	MEAS K - PD	HERNANDEZ, RUBEN	PER DIEM - ADVANCED SRO COURSE TRAINING	301.00
46379	09/15/2026	LTF - Streets	THE MADERA MAIL DROP	PLAN & SPECS PRINTING	312.00
46379	09/15/2026	MEAS T - RTP	THE MADERA MAIL DROP	PLAN & SPECS PRINTING	648.30
46379	09/15/2026	Water Capital Outlay	THE MADERA MAIL DROP	PLAN & SPECS PRINTING	293.40
46379	09/15/2026	RMRA	THE MADERA MAIL DROP	PLAN & SPECS PRINTING	392.70
46380	09/15/2026	City Council	EVANS, ANITA	PER DIEM - LOCC ANNUAL CONFERENCE	599.34
46381	09/15/2026	City Council	VILLEGAS, ARTEMIO	PER DIEM - LOCC ANNUAL CONFERENCE	193.50
46382	09/15/2026	City Clerk's Office	GONZALES, ALICIA	PER DIEM - LOCC ANNUAL CONFERENCE	599.34
46383	09/15/2026	City Council	MEJIA, ELSA	PER DIEM - LOCC ANNUAL CONFERENCE	193.50
46384	09/15/2026	PD Operations	JEREMY MCCOOL	PER DIEM - CAHN 2026 TRAINING CONFERENCE	473.00
46385	09/15/2026	CDBG Public Improvement	ISMAEL VALENZUELA	TREE REMOVAL	12,800.00
46386	09/15/2026	CDBG Public Improvement	WESTWOOD PROFESSIONAL SERVICES, INC.	CDBG - CLINTON ST WIDENING	10,291.25
46386	09/15/2026	CDBG Public Improvement	WESTWOOD PROFESSIONAL SERVICES, INC.	CDBG - HORESESHOE PITS AT ROTARY	6,626.25
46386	09/15/2026	CDBG Public Improvement	WESTWOOD PROFESSIONAL SERVICES, INC.	CDBG - ROTARY BASKETBALL COURTS	17,023.45
46386	09/15/2026	CDBG Public Improvement	WESTWOOD PROFESSIONAL SERVICES, INC.	CDBG - CENTENNIAL POOL DESIGN	1,017.90
46386	09/15/2026	OLRP GRANT	WESTWOOD PROFESSIONAL SERVICES, INC.	TOZER PARK ENG & DESIGN SVS	13,584.62
46386	09/15/2026	Sunset Park Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	DESIGN SVS - SUNSET PARK	1,034.31
46387	09/15/2026	Fire	KALMIKOV ENTERPRISES, INC	REPAIR WORK - E58	789.48
46387	09/15/2026	MEAS K - FIRE	KALMIKOV ENTERPRISES, INC	REPAIR WORK - E58	3,926.18
46388	09/15/2026	Facilities Maintenance	EDFR DS POWERFLEX HOLDINGS, LLC	EV CHARGER SOFTWARE	3,600.00
46389	09/15/2026	Fleet Acquisition	DANA SAFETY SUPPLY, INC	PD UP-FIT #6045 & #6046	6,406.24
46389	09/15/2026	Insurance/Reimbursed Dar	DANA SAFETY SUPPLY, INC	PD UP-FIT #6047	3,203.12
46390	09/15/2026	Facilities Maintenance	GARICA OROZCO ALVARO	HVAC SERVICE - PANAM	455.00

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46390	09/15/2026	Facilities Maintenance	GARICA OROZCO ALVARO	HVAC SERVICE - PD DISPATCH	4,267.95
46390	09/15/2026	Facilities Maintenance	GARICA OROZCO ALVARO	HVAC SERVICE - PW FLEET	775.00
46390	09/15/2026	Facilities Maintenance	GARICA OROZCO ALVARO	HVAC SERVICE - WWTP	347.00
46390	09/15/2026	WWTP	GARICA OROZCO ALVARO	HVAC SERVICE - SCADA RM	195.00
46391	09/15/2026	FAU CMAQ	ST FRANCIS ELECTRIC LLC	TS-23 TRAFFIC SIGNAL MODIFICATION HOPYQ	9,587.80
46391	09/15/2026	LTF - Streets	ST FRANCIS ELECTRIC LLC	TS-23 TRAFFIC SIGNAL MODIFICATION HOPYQ	1,242.20
46393	09/15/2026	Building	COMCAST	CITY INTERNET CONNECTION 05/26	72.83
46393	09/15/2026	Building	COMCAST	CITY INTERNET CONNECTION 06/26	72.83
46393	09/15/2026	Building	COMCAST	CITY INTERNET CONNECTION 07/26	73.92
46393	09/15/2026	Building	COMCAST	CITY INTERNET CONNECTION 08/26	75.01
46393	09/15/2026	City Attorney	COMCAST	CITY INTERNET CONNECTION 05/26	21.55
46393	09/15/2026	City Attorney	COMCAST	CITY INTERNET CONNECTION 06/26	21.55
46393	09/15/2026	City Attorney	COMCAST	CITY INTERNET CONNECTION 07/26	21.87
46393	09/15/2026	City Attorney	COMCAST	CITY INTERNET CONNECTION 08/26	22.20
46393	09/15/2026	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 05/26	21.70
46393	09/15/2026	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 06/26	21.70
46393	09/15/2026	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 07/26	22.02
46393	09/15/2026	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 08/26	22.35
46393	09/15/2026	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 05/26	154.87
46393	09/15/2026	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 06/26	154.87
46393	09/15/2026	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 07/26	157.19
46393	09/15/2026	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 08/26	159.51
46393	09/15/2026	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 05/26	103.59
46393	09/15/2026	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 06/26	103.59
46393	09/15/2026	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 07/26	105.15
46393	09/15/2026	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 08/26	106.70
46393	09/15/2026	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 05/26	42.21
46393	09/15/2026	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 06/26	42.21
46393	09/15/2026	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 07/26	42.84
46393	09/15/2026	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 08/26	43.48
46393	09/15/2026	Engineering	COMCAST	CITY INTERNET CONNECTION 05/26	144.46
46393	09/15/2026	Engineering	COMCAST	CITY INTERNET CONNECTION 06/26	144.46
46393	09/15/2026	Engineering	COMCAST	CITY INTERNET CONNECTION 07/26	146.63
46393	09/15/2026	Engineering	COMCAST	CITY INTERNET CONNECTION 08/26	148.80
46393	09/15/2026	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 05/26	31.81
46393	09/15/2026	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 06/26	31.81

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46393	09/15/2026	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 07/26	32.28
46393	09/15/2026	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 08/26	32.76
46393	09/15/2026	Finance	COMCAST	CITY INTERNET CONNECTION 05/26	113.85
46393	09/15/2026	Finance	COMCAST	CITY INTERNET CONNECTION 06/26	113.85
46393	09/15/2026	Finance	COMCAST	CITY INTERNET CONNECTION 07/26	115.55
46393	09/15/2026	Finance	COMCAST	CITY INTERNET CONNECTION 08/26	117.26
46393	09/15/2026	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 05/26	21.70
46393	09/15/2026	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 06/26	21.70
46393	09/15/2026	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 07/26	22.02
46393	09/15/2026	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 08/26	22.35
46393	09/15/2026	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 05/26	42.21
46393	09/15/2026	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 06/26	42.21
46393	09/15/2026	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 07/26	42.84
46393	09/15/2026	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 08/26	43.48
46393	09/15/2026	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 05/26	42.21
46393	09/15/2026	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 06/26	42.21
46393	09/15/2026	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 07/26	42.84
46393	09/15/2026	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 08/26	43.48
46393	09/15/2026	Parks	COMCAST	CITY INTERNET CONNECTION 05/26	52.32
46393	09/15/2026	Parks	COMCAST	CITY INTERNET CONNECTION 06/26	52.32
46393	09/15/2026	Parks	COMCAST	CITY INTERNET CONNECTION 07/26	53.10
46393	09/15/2026	Parks	COMCAST	CITY INTERNET CONNECTION 08/26	53.89
46393	09/15/2026	Parks Administration	COMCAST	CITY INTERNET CONNECTION 05/26	42.06
46393	09/15/2026	Parks Administration	COMCAST	CITY INTERNET CONNECTION 06/26	42.06
46393	09/15/2026	Parks Administration	COMCAST	CITY INTERNET CONNECTION 07/26	42.69
46393	09/15/2026	Parks Administration	COMCAST	CITY INTERNET CONNECTION 08/26	43.32
46393	09/15/2026	Planning	COMCAST	CITY INTERNET CONNECTION 05/26	52.02
46393	09/15/2026	Planning	COMCAST	CITY INTERNET CONNECTION 06/26	52.02
46393	09/15/2026	Planning	COMCAST	CITY INTERNET CONNECTION 07/26	52.80
46393	09/15/2026	Planning	COMCAST	CITY INTERNET CONNECTION 08/26	53.58
46393	09/15/2026	STREETS	COMCAST	CITY INTERNET CONNECTION 05/26	52.32
46393	09/15/2026	STREETS	COMCAST	CITY INTERNET CONNECTION 06/26	52.32
46393	09/15/2026	STREETS	COMCAST	CITY INTERNET CONNECTION 07/26	53.10
46393	09/15/2026	STREETS	COMCAST	CITY INTERNET CONNECTION 08/26	53.89
46393	09/15/2026	Recreation	COMCAST	CITY INTERNET CONNECTION 05/26	62.57
46393	09/15/2026	Recreation	COMCAST	CITY INTERNET CONNECTION 06/26	62.57

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46393	09/15/2026	Recreation	COMCAST	CITY INTERNET CONNECTION 07/26	63.51
46393	09/15/2026	Recreation	COMCAST	CITY INTERNET CONNECTION 08/26	64.45
46393	09/15/2026	Sewer Mtn/Operations	COMCAST	CITY INTERNET CONNECTION 05/26	37.01
46393	09/15/2026	Sewer Mtn/Operations	COMCAST	CITY INTERNET CONNECTION 06/26	37.01
46393	09/15/2026	Sewer Mtn/Operations	COMCAST	CITY INTERNET CONNECTION 07/26	37.56
46393	09/15/2026	Sewer Mtn/Operations	COMCAST	CITY INTERNET CONNECTION 08/26	38.12
46393	09/15/2026	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 05/26	42.05
46393	09/15/2026	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 06/26	42.05
46393	09/15/2026	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 07/26	42.74
46393	09/15/2026	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 08/26	43.30
46393	09/15/2026	Sr Citizen Community Servi	COMCAST	CITY INTERNET CONNECTION 05/26	42.06
46393	09/15/2026	Sr Citizen Community Servi	COMCAST	CITY INTERNET CONNECTION 06/26	42.06
46393	09/15/2026	Sr Citizen Community Servi	COMCAST	CITY INTERNET CONNECTION 07/26	42.69
46393	09/15/2026	Sr Citizen Community Servi	COMCAST	CITY INTERNET CONNECTION 08/26	43.32
46393	09/15/2026	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 05/26	34.48
46393	09/15/2026	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 06/26	34.48
46393	09/15/2026	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 07/26	35.00
46393	09/15/2026	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 08/26	35.52
46393	09/15/2026	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 05/26	34.48
46393	09/15/2026	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 06/26	34.48
46393	09/15/2026	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 07/26	35.00
46393	09/15/2026	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 08/26	35.52
46393	09/15/2026	UB - Water	COMCAST	CITY INTERNET CONNECTION 05/26	67.77
46393	09/15/2026	UB - Water	COMCAST	CITY INTERNET CONNECTION 06/26	67.77
46393	09/15/2026	UB - Water	COMCAST	CITY INTERNET CONNECTION 07/26	68.79
46393	09/15/2026	UB - Water	COMCAST	CITY INTERNET CONNECTION 08/26	69.81
46393	09/15/2026	Water Mtn/Operations	COMCAST	CITY INTERNET CONNECTION 05/26	47.26
46393	09/15/2026	Water Mtn/Operations	COMCAST	CITY INTERNET CONNECTION 06/26	47.26
46393	09/15/2026	Water Mtn/Operations	COMCAST	CITY INTERNET CONNECTION 07/26	47.97
46393	09/15/2026	Water Mtn/Operations	COMCAST	CITY INTERNET CONNECTION 08/26	48.68
46393	09/15/2026	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 05/26	21.70
46393	09/15/2026	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 06/26	21.70
46393	09/15/2026	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 07/26	22.02
46393	09/15/2026	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 08/26	22.35
46393	09/15/2026	WWTP	COMCAST	CITY INTERNET CONNECTION 05/26	31.81
46393	09/15/2026	WWTP	COMCAST	CITY INTERNET CONNECTION 06/26	31.81

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46393	09/15/2026	WWTP	COMCAST	CITY INTERNET CONNECTION 07/26	32.28
46393	09/15/2026	WWTP	COMCAST	CITY INTERNET CONNECTION 08/26	32.76
46393	09/15/2026	City Manager	COMCAST	CITY INTERNET CONNECTION 05/26	21.55
46393	09/15/2026	City Manager	COMCAST	CITY INTERNET CONNECTION 06/26	21.55
46393	09/15/2026	City Manager	COMCAST	CITY INTERNET CONNECTION 07/26	21.87
46393	09/15/2026	City Manager	COMCAST	CITY INTERNET CONNECTION 08/26	22.20
46393	09/15/2026	Purchasing	COMCAST	CITY INTERNET CONNECTION 05/26	31.81
46393	09/15/2026	Purchasing	COMCAST	CITY INTERNET CONNECTION 06/26	31.81
46393	09/15/2026	Purchasing	COMCAST	CITY INTERNET CONNECTION 07/26	32.28
46393	09/15/2026	Purchasing	COMCAST	CITY INTERNET CONNECTION 08/26	32.76
46394	09/15/2026	Finance	DATAPROSE, LLC	BL NOTIFICATION MAILER	2,950.28
46394	09/15/2026	UB - Garbage	DATAPROSE, LLC	BILLING 07/26	3,116.86
46394	09/15/2026	UB - Sewer	DATAPROSE, LLC	BILLING 07/26	3,116.86
46394	09/15/2026	UB - Water	DATAPROSE, LLC	BILLING 07/26	6,233.74
46395	09/15/2026	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 06816/26-06/31/26	9,405.00
46395	09/15/2026	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 08/01/26-08/15/26	7,410.00
46395	09/15/2026	Building	FIRE SAFETY SOLUTIONS, INC.	REVIEW & INSPECTION SVS 08/16/26-08/31/26	8,265.00
46396	09/15/2026	PD Operations	GAONA, JUAN	PER DIEM - CAHN 2026 TRAINING CONFERENCE	473.00
46397	09/15/2026	Sewer Mtnc/Operations	HAAKER EQUIPMENT CO.	NOZZLES	715.05
46397	09/15/2026	Fleet Maintenance	HAAKER EQUIPMENT CO.	CONTROL JOYSTICK #3006	1,605.38
46397	09/15/2026	Fleet Maintenance	HAAKER EQUIPMENT CO.	CONTROL SWITCH #3006	1,419.83
46398	09/15/2026	Permanent Local Housing /	MADERA RESCUE MISSION, INC.	PLHA INVOICE 06/26	8,000.57
46399	09/15/2026	City Council	MONTES, STEVEN	PER DIEM - LOCC ANNUAL CONFERENCE	599.34
46400	09/15/2026	Facilities Maintenance	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2026 & 2026 UNIQUE BILLABLE TICKE	997.20
46400	09/15/2026	Facilities Maintenance	UNDERGROUND SERVICE ALERT	CA STATE FEE FOR REGULATORY COSTS FY 26/27	379.85
46400	09/15/2026	STREETS	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2026 & 2026 UNIQUE BILLABLE TICKE	997.19
46400	09/15/2026	STREETS	UNDERGROUND SERVICE ALERT	CA STATE FEE FOR REGULATORY COSTS FY 26/27	379.85
46400	09/15/2026	Sewer Mtnc/Operations	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2026 & 2026 UNIQUE BILLABLE TICKE	997.19
46400	09/15/2026	Sewer Mtnc/Operations	UNDERGROUND SERVICE ALERT	CA STATE FEE FOR REGULATORY COSTS FY 26/27	379.85
46400	09/15/2026	Water Mtnc/Operations	UNDERGROUND SERVICE ALERT	MEMBERSHIP FEE 2026 & 2026 UNIQUE BILLABLE TICKE	997.19
46400	09/15/2026	Water Mtnc/Operations	UNDERGROUND SERVICE ALERT	CA STATE FEE FOR REGULATORY COSTS FY 26/27	379.84
46401	09/15/2026	MEAS K - PD	OTP - FINANCE	PER DIEM - ADVANCED SRO COURSE TRAINING	301.00
46402	09/15/2026	City Council	OTP - FINANCE	PER DIEM - LOCC ANNUAL CONFERENCE	193.50
46403	09/15/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 10000786-55618	2,760.00
46404	09/15/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 9923553-554698	1,426.00
46405	09/15/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 1000225-551068	969.00

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46406	09/15/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 9899761-505208	2,760.00
46407	09/15/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 9912637-507844	1,950.00
46408	09/15/2026	WATER CONSERV	OTP- REBATES	TURF REBATE - 71990003-501687	1,850.00
46409	09/15/2026	Airport Oper Fund	AR REFUNDS	HANGER DEPOSIT REFUND - #80	22.00
46410	09/15/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46411	09/15/2026	General Trust Fund	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND - MAD-KIDS SUMMER	35.00
46411	09/15/2026	Parks Administration	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND - MAD-KIDS SUMMER	5.00
46412	09/15/2026	General Trust Fund	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND - MAD-KIDS SUMMER	35.00
46413	09/21/2026	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARN. ORDER FOR 08/28/26 PAYROLL	946.17
46413	09/21/2026	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARN. ORDER FOR 09/11/26 PAYROLL	180.00
46414	09/21/2026	Prop 68 Grant	WESTWOOD PROFESSIONAL SERVICES, INC.	CONSULTING SERVICES	3,844.84
46414	09/21/2026	CDBG Public Improvement	WESTWOOD PROFESSIONAL SERVICES, INC.	CDBG - ROTARY BASKETBALL COURTS	17,728.30
46415	09/21/2026	City Clerk's Office	GLADWELL GOVERNMENTAL SERVICES, INC.	FY 2025/26 RECORDS RETENTION CONSULTANT	7,200.00
46416	09/21/2026	Computer Replacement	BIT DIRECT INC	COMPUTER SOFTWARE	43,597.34
46417	09/21/2026	AIRPORT OPS	AT&T	06/26 FIRSTNET SERVICE 287302656036	91.04
46417	09/21/2026	AIRPORT OPS	AT&T	07/26 FIRSTNET SERVICE 287302656036	210.02
46417	09/21/2026	Building	AT&T	06/26 FIRSTNET SERVICE 287302656036	237.97
46417	09/21/2026	Building	AT&T	07/26 FIRSTNET SERVICE 287302656036	356.94
46417	09/21/2026	City Clerk's Office	AT&T	06/26 FIRSTNET SERVICE 287302656036	91.04
46417	09/21/2026	City Clerk's Office	AT&T	07/26 FIRSTNET SERVICE 287302656036	210.02
46417	09/21/2026	City Council	AT&T	06/26 FIRSTNET SERVICE 287302656036	285.18
46417	09/21/2026	City Council	AT&T	07/26 FIRSTNET SERVICE 287302656036	285.18
46417	09/21/2026	Code Enforcement	AT&T	06/26 FIRSTNET SERVICE 287302656036	45.52
46417	09/21/2026	Code Enforcement	AT&T	07/26 FIRSTNET SERVICE 287302656036	105.01
46417	09/21/2026	Comm & Rec Centers	AT&T	06/26 FIRSTNET SERVICE 287302656036	50.57
46417	09/21/2026	Comm & Rec Centers	AT&T	07/26 FIRSTNET SERVICE 287302656036	110.06
46417	09/21/2026	COMPUTER MAINT	AT&T	06/26 FIRSTNET SERVICE 287302656036	805.17
46417	09/21/2026	COMPUTER MAINT	AT&T	07/26 FIRSTNET SERVICE 287302656036	1,071.39
46417	09/21/2026	Engineering	AT&T	06/26 FIRSTNET SERVICE 287302656036	237.97
46417	09/21/2026	Engineering	AT&T	07/26 FIRSTNET SERVICE 287302656036	475.93
46417	09/21/2026	Facilities Maintenance	AT&T	06/26 FIRSTNET SERVICE 287302656036	319.18
46417	09/21/2026	Facilities Maintenance	AT&T	07/26 FIRSTNET SERVICE 287302656036	616.63
46417	09/21/2026	Finance	AT&T	06/26 FIRSTNET SERVICE 287302656036	96.09
46417	09/21/2026	Finance	AT&T	07/26 FIRSTNET SERVICE 287302656036	215.06
46417	09/21/2026	Fleet Maintenance	AT&T	06/26 FIRSTNET SERVICE 287302656036	50.57
46417	09/21/2026	Fleet Maintenance	AT&T	07/26 FIRSTNET SERVICE 287302656036	110.05

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46417	09/21/2026	GRANT OVERSIGHT	AT&T	06/26 FIRSTNET SERVICE 287302656036	50.57
46417	09/21/2026	GRANT OVERSIGHT	AT&T	07/26 FIRSTNET SERVICE 287302656036	110.06
46417	09/21/2026	HR/RISK MGT	AT&T	06/26 FIRSTNET SERVICE 287302656036	50.57
46417	09/21/2026	HR/RISK MGT	AT&T	07/26 FIRSTNET SERVICE 287302656036	110.06
46417	09/21/2026	LMD Services	AT&T	06/26 FIRSTNET SERVICE 287302656036	50.57
46417	09/21/2026	LMD Services	AT&T	07/26 FIRSTNET SERVICE 287302656036	110.06
46417	09/21/2026	Parks	AT&T	06/26 FIRSTNET SERVICE 287302656036	96.09
46417	09/21/2026	Parks	AT&T	07/26 FIRSTNET SERVICE 287302656036	215.07
46417	09/21/2026	Parks Administration	AT&T	06/26 FIRSTNET SERVICE 287302656036	91.31
46417	09/21/2026	Parks Administration	AT&T	07/26 FIRSTNET SERVICE 287302656036	150.80
46417	09/21/2026	Planning	AT&T	06/26 FIRSTNET SERVICE 287302656036	101.14
46417	09/21/2026	Planning	AT&T	07/26 FIRSTNET SERVICE 287302656036	220.12
46417	09/21/2026	STREETS	AT&T	06/26 FIRSTNET SERVICE 287302656036	167.70
46417	09/21/2026	STREETS	AT&T	07/26 FIRSTNET SERVICE 287302656036	308.11
46417	09/21/2026	Recreation	AT&T	06/26 FIRSTNET SERVICE 287302656036	45.52
46417	09/21/2026	Recreation	AT&T	07/26 FIRSTNET SERVICE 287302656036	105.01
46417	09/21/2026	Sewer Mtnc/Operations	AT&T	06/26 FIRSTNET SERVICE 287302656036	92.54
46417	09/21/2026	Sewer Mtnc/Operations	AT&T	07/26 FIRSTNET SERVICE 287302656036	201.41
46417	09/21/2026	Sports Programs	AT&T	06/26 FIRSTNET SERVICE 287302656036	45.52
46417	09/21/2026	Sports Programs	AT&T	07/26 FIRSTNET SERVICE 287302656036	105.01
46417	09/21/2026	Sr Citizen Community Servi	AT&T	06/26 FIRSTNET SERVICE 287302656036	60.52
46417	09/21/2026	Sr Citizen Community Servi	AT&T	07/26 FIRSTNET SERVICE 287302656036	120.01
46417	09/21/2026	Water Mtnc/Operations	AT&T	06/26 FIRSTNET SERVICE 287302656036	87.49
46417	09/21/2026	Water Mtnc/Operations	AT&T	07/26 FIRSTNET SERVICE 287302656036	411.43
46417	09/21/2026	Water Quality Control	AT&T	06/26 FIRSTNET SERVICE 287302656036	141.61
46417	09/21/2026	Water Quality Control	AT&T	07/26 FIRSTNET SERVICE 287302656036	105.01
46417	09/21/2026	WWTP	AT&T	06/26 FIRSTNET SERVICE 287302656036	45.52
46417	09/21/2026	WWTP	AT&T	07/26 FIRSTNET SERVICE 287302656036	105.01
46417	09/21/2026	City Manager	AT&T	06/26 FIRSTNET SERVICE 287302656036	141.88
46417	09/21/2026	City Manager	AT&T	07/26 FIRSTNET SERVICE 287302656036	201.37
46417	09/21/2026	Purchasing	AT&T	06/26 FIRSTNET SERVICE 287302656036	45.52
46417	09/21/2026	Purchasing	AT&T	07/26 FIRSTNET SERVICE 287302656036	105.01
46417	09/21/2026	PD Operations	AT&T	06/26 FIRSTNET SERVICE 287302656036	50.58
46417	09/21/2026	PD Operations	AT&T	07/26 FIRSTNET SERVICE 287302656036	110.05
46417	09/21/2026	PD Operations	AT&T	06/26 FIRSTNET SERVICE 287302656036	6,650.98
46417	09/21/2026	PD Operations	AT&T	07/26 FIRSTNET SERVICE 287302656036	11,344.94

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46418	09/21/2026	PD Operations	CHIARAMONTE, GIACHINO	PER DIEM - CPCA BOARD MEETING	215.00
46419	09/21/2026	Fire	DEPARTMENT OF FORESTRY AND FIRE	Q4 ACTUAL BILLING FOR CITY CONTRACT	1,168,446.86
46419	09/21/2026	MEAS K - FIRE	DEPARTMENT OF FORESTRY AND FIRE	Q4 ACTUAL BILLING FOR CITY CONTRACT	584,253.43
46420	09/21/2026	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 08/26	235.00
46421	09/21/2026	PAYROLL TRUST	M P O A	MONTHLY DUES 08/26	7,994.68
46422	09/21/2026	CDBG Public Improvement	MADERA TRIBUNE	REQUEST FOR BID - IFB 202526-28	1,332.50
46423	09/21/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	8.65
46423	09/21/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	7.84
46423	09/21/2026	Central Admin	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	52.69
46423	09/21/2026	Central Admin	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	44.75
46423	09/21/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	1,741.66
46423	09/21/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	32,495.66
46423	09/21/2026	DRAINAGE	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	404.79
46423	09/21/2026	DRAINAGE	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	345.21
46423	09/21/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	7,827.23
46423	09/21/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	35,283.29
46423	09/21/2026	Fire	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	86.86
46423	09/21/2026	Fire	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	83.32
46423	09/21/2026	Parks	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	255.61
46423	09/21/2026	Parks	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	205.54
46423	09/21/2026	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	31.32
46423	09/21/2026	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	26.35
46423	09/21/2026	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	10.85
46423	09/21/2026	SOLID WASTE	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	8.77
46423	09/21/2026	Sr Citizen Community Serv	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	8.65
46423	09/21/2026	Sr Citizen Community Serv	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	8.10
46423	09/21/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	17,844.41
46423	09/21/2026	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	69,286.47
46423	09/21/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	66.75
46423	09/21/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	76.34
46423	09/21/2026	Zone 26 Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	10.52
46423	09/21/2026	Zone 26 Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	9.53
46423	09/21/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	21.34
46423	09/21/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	19.34
46423	09/21/2026	PD Operations	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	359.34
46423	09/21/2026	PD Operations	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	256.33

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46423	09/21/2026	Parking Dist Operation	PACIFIC GAS & ELECTRIC	06/26 SERVICE 9920095153-3	85.18
46423	09/21/2026	Parking Dist Operation	PACIFIC GAS & ELECTRIC	07/26 SERVICE 9920095153-3	77.82
46424	09/21/2026	Water Capital Outlay	ROLFE CONSTRUCTION INC.	W-43 WATER MAIN REPLACEMENT PROJECT	153,923.02
46425	09/21/2026	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 09/11/26 PAYROLL	787.60
46426	09/21/2026	Facilities Maintenance	TESCO CONTROLS, INC.	TRAFFIC SIGNAL BATTERIES	3,052.65
46427	09/21/2026	Water Fund	OTP- UB REFUNDS	UB 9913545 UB TERM REFUND	407.69
46428	09/24/2026	Water Capital Outlay	MOORE TWINING ASSOCIATES, INC	WELL 37 TESTING SERVICES	10,224.89
46429	09/24/2026	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 07/25	33,491.40
46430	09/24/2026	Water Quality Control	TELSTAR INSTRUMENTS	WELL 26 - CHLORINE MOTOR	2,502.92
46431	09/24/2026	CalTrans Grant	ANDREW J. MEDELLIN	CCEP - OUTREACH BANNERS	2,420.47
46432	09/24/2026	WWTP	ANDERSON PUMP COMPANY	WWTP - PUMP RECOVERY	3,000.38
46432	09/24/2026	WWTP	ANDERSON PUMP COMPANY	EMERGENCY PURCHASE WELL #2E	44,949.00
46433	09/24/2026	Deferred Maintenance	PRESTIGE CUSTOM GLASS	REPLACE DOOR/GLASS - PAN AM	5,997.05
46434	09/24/2026	Parks Administration	AMAZON.COM	OFFICE SUPPLIES - PARKS	71.43
46434	09/24/2026	COMPUTER MAINT	AMAZON.COM	OFFICE SUPPLIES - IT	42.29
46434	09/24/2026	Computer Replacement	AMAZON.COM	OFFICE SUPPLIES - IT	7,111.82
46435	09/24/2026	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH & WELFARE BENEFITS	3,750.00
46436	09/24/2026	Engineering	PLANETBIDS, INC.	PLANET BIDS SOFTWARE	3,242.45
46436	09/24/2026	Purchasing	PLANETBIDS, INC.	PLANET BIDS SOFTWARE	3,242.45
46437	09/24/2026	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	39.00
46437	09/24/2026	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	39.00
46437	09/24/2026	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	351.00
46437	09/24/2026	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	78.00
46437	09/24/2026	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	117.00
46437	09/24/2026	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	78.00
46437	09/24/2026	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	39.00
46437	09/24/2026	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	19.49
46437	09/24/2026	WATER CONSERV	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	4.88
46437	09/24/2026	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	9.75
46437	09/24/2026	Water Quality Control	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	4.88
46437	09/24/2026	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	39.00
46437	09/24/2026	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 07/26	39.00
46438	09/24/2026	Dick's Sport. Goods Grant	FENCE FACTORY RENTALS	TEMPORARY FENCE RENTAL	156.00
46439	09/24/2026	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 06/01/26-06/30/26	2,362.00
46439	09/24/2026	Madera Groundwater JPA	JACOB T ROBERSON	MRWM CONSULTING - 07/26	2,362.00
46440	09/24/2026	Madera Groundwater JPA	CALTECH WEB LLC	WEB DESIGN & MAINTENACE - 08/10/26-09/09/26	99.00

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46440	09/24/2026	Madera Groundwater JPA	CALTECH WEB LLC	WEB DESIGN & MAINTENACE 09/10/26-10/10/26	99.00
46441	09/24/2026	CDBG Public Improvement	WESTWOOD PROFESSIONAL SERVICES, INC.	CDBG - ROTARY BASKETBALL COURT	976.80
46442	09/24/2026	Computer Replacement	EKC ENTERPRISES, INC.	COMMUNICATIONS/MEDIA/AV SYSTEM	19,410.60
46443	09/24/2026	WWTP	L & J HOLDING COMPANY, LLC	WWTP CONDENSATION TRAPS	17,808.74
46444	09/24/2026	Facilities Maintenance	COSCO FIRE PROTECTION, INC	PD FIRE ALARM REPAIRS	1,984.75
46445	09/24/2026	CDBG Public Improvement	HARRIS DEVELOPMENT CORP.	CDBG - ROTARY BASKETBALL COURT	184,172.92
46445	09/24/2026	Develop Impact Fee/Parks	HARRIS DEVELOPMENT CORP.	CDBG - ROTARY BASKETBALL COURT	48,134.70
46446	09/24/2026	COMPUTER MAINT	MOXFIVE LLC	CYBERSECURITY FORENSIC SVS	50,000.00
46447	09/24/2026	PD Operations	ROBERT JOSEPH SALAS	EMPLOYMENT BACKGROUND	2,500.00
46448	09/24/2026	WWTP	DELLAVALLE LABORATORY, INC.	GROUNDWATER COMPLIANCE	3,005.00
46448	09/24/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	MONTHLY SAMPLING	1,044.00
46448	09/24/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	608.00
46448	09/24/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	4,224.00
46448	09/24/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	WELL #28 SPECIAL SAMPLE	36.00
46448	09/24/2026	Water Quality Control	DELLAVALLE LABORATORY, INC.	WELL #28 SPECIAL SAMPLE	36.00
46449	09/24/2026	SUPP LAW ENF	AT&T	LEA TRACKING NUMBERS - 6549	185.00
46449	09/24/2026	PD Operations	AT&T	LEA TRACKING NUMBERS - 4626607	220.00
46450	09/24/2026	PD Operations	AT&T	06/26 CRADLE POINT FNP1	862.50
46450	09/24/2026	PD Operations	AT&T	07/26 CRADLE POINT FNP1	844.25
46451	09/24/2026	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER LEASE	368.00
46452	09/24/2026	Sewer Mtnc/Operations	BOTWRIGHT JR., JOHN D.	PER DIEM - REIMBURSEMENT	27.65
46453	09/24/2026	SUPP LAW ENF	CA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	980.00
46453	09/24/2026	SUPP LAW ENF	CA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	145.00
46453	09/24/2026	PD Operations	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES	1,876.98
46454	09/24/2026	Finance	CALIFORNIA MUNICIPAL STATISTICS, INC.	DEBT STATEMENT 06/30/2026	600.00
46455	09/24/2026	Finance	CALPERS	GASB-68 REPORTS AND SCHEDULES	350.00
46456	09/24/2026	Water Mtnc/Operations	CALIFORNIA RURAL WATER ASSOCIATION	CRWA DUES	1,745.00
46457	09/24/2026	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	36.81
46457	09/24/2026	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	36.81
46457	09/24/2026	Building	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	171.93
46457	09/24/2026	Building	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	171.93
46457	09/24/2026	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	41.95
46457	09/24/2026	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	41.95
46457	09/24/2026	Engineering	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	260.88
46457	09/24/2026	Engineering	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	260.88
46457	09/24/2026	Finance	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	414.60

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46457	09/24/2026	Finance	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	414.60
46457	09/24/2026	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	78.76
46457	09/24/2026	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	78.76
46457	09/24/2026	Parks Administration	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	293.36
46457	09/24/2026	Parks Administration	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	293.36
46457	09/24/2026	Planning	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	123.41
46457	09/24/2026	Planning	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	123.41
46457	09/24/2026	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	41.14
46457	09/24/2026	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	41.14
46457	09/24/2026	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	41.14
46457	09/24/2026	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	41.14
46457	09/24/2026	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	41.95
46457	09/24/2026	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	41.95
46457	09/24/2026	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	41.95
46457	09/24/2026	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	41.95
46457	09/24/2026	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	41.14
46457	09/24/2026	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	41.14
46457	09/24/2026	Water Quality Control	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	32.48
46457	09/24/2026	Water Quality Control	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	32.48
46457	09/24/2026	WWTP	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	36.81
46457	09/24/2026	WWTP	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	36.81
46457	09/24/2026	PD Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT	731.51
46457	09/24/2026	PD Operations	CANON FINANCIAL SERVICES	COPIER CONTRACT	200.26
46457	09/24/2026	PD Operations	CANON FINANCIAL SERVICES	COPIER CHARGES 06/26	262.74
46457	09/24/2026	PD Operations	CANON FINANCIAL SERVICES	COPIER CHARGES 08/26	262.74
46458	09/24/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	93.98
46458	09/24/2026	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	102.69
46458	09/24/2026	Central Admin	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	26.29
46458	09/24/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	966.71
46458	09/24/2026	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	1,511.18
46458	09/24/2026	DRAINAGE	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	700.47
46458	09/24/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	36,525.63
46458	09/24/2026	Facilities Maintenance	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	36,436.68
46458	09/24/2026	Fire	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	2,194.49
46458	09/24/2026	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	553.66
46458	09/24/2026	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	688.31

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
October 07, 2026

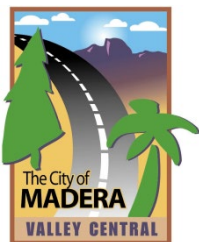
CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46458	09/24/2026	Parks	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	10,029.70
46458	09/24/2026	Parks	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	10,585.81
46458	09/24/2026	Sewer Mtn/Operations	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	2,341.06
46458	09/24/2026	Sewer Mtn/Operations	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	3,169.81
46458	09/24/2026	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	9.20
46458	09/24/2026	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	4.13
46458	09/24/2026	Water Mtn/Operations	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	122,417.37
46458	09/24/2026	Water Mtn/Operations	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	144,477.83
46458	09/24/2026	WWTP	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	27,080.44
46458	09/24/2026	WWTP	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	48,076.51
46458	09/24/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	9.91
46458	09/24/2026	Zone 24 Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	10.96
46458	09/24/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	29.74
46458	09/24/2026	Zone 31A Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	32.90
46458	09/24/2026	Zone 20B Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	23.96
46458	09/24/2026	Zone 27B Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	10.70
46458	09/24/2026	Zone 27B Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	11.89
46458	09/24/2026	Zone 2 Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	52.10
46458	09/24/2026	Zone 2 Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	57.88
46458	09/24/2026	Zone 3 Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	39.22
46458	09/24/2026	Zone 3 Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	43.36
46458	09/24/2026	Zone 31B Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	29.74
46458	09/24/2026	Zone 31B Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	32.90
46458	09/24/2026	Zone 4 Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	9.53
46458	09/24/2026	Zone 4 Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	10.77
46458	09/24/2026	Zone 6A Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	68.14
46458	09/24/2026	Zone 6A Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	73.75
46458	09/24/2026	Zone 29C Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	10.92
46458	09/24/2026	Zone 29C Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	12.19
46458	09/24/2026	Zone 8 Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	68.83
46458	09/24/2026	Zone 8 Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	75.15
46458	09/24/2026	Zone 16 Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	22.30
46458	09/24/2026	Zone 16 Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	25.04
46458	09/24/2026	Zone 13 Activities	PACIFIC GAS & ELECTRIC	05/26 SERVICE 3533032414-2	162.32
46458	09/24/2026	Zone 13 Activities	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	169.10
46458	09/24/2026	Parking Dist Operation	PACIFIC GAS & ELECTRIC	06/26 SERVICE 3533032414-2	61.25

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT
October 07, 2026

CHECK	PAY DATE	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
46459	09/24/2026	AIRPORT OPS	PITNEY BOWES, INC.	POSTAGE FEES	641.82
46460	09/24/2026	LTF - Streets	PROVOST & PRITCHARD CONSULTING	ON-CALL ENGINEERING FOR PROJECT B-000006	5,292.86
46461	09/24/2026	SUPP LAW ENF	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	1,114.00
46462	09/24/2026	AIRPORT OPS	STATE WATER RESOURCES CONTROL BOARD	SWRCB ANNUAL PERMIT FEE	1,873.00
46463	09/24/2026	Comm & Rec Centers	UNITED RENTALS, INC	LIFT RENTAL	1,938.92
46464	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46465	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND - MAD-KIDS SUMMER	35.00
46466	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PAN AM MULTI-ROOM	100.00
46467	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	ACTIVITY WITHDRAWAL REFUND - MAD-KIDS SUMMER	35.00
46468	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PAN AM GYM	500.00
46469	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46470	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46471	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PAN AM GYM	500.00
46472	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD	50.00
46473	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PAN AM MULTI-ROOM	100.00
46474	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46474	09/24/2026	Parks	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	67.12
46475	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD	50.00
46476	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PAN AM MULTI-ROOM	100.00
46477	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	50.00
46478	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELD	50.00
46479	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46480	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	50.00
46481	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PAN AM MULTI-ROOM	100.00
46482	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY FIELD	50.00
46483	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46484	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - PAN AM GYM	500.00
46485	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46486	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	50.00
46487	09/24/2026	General Trust Fund	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA	50.00

BANK #1 - US BANK GENERAL ACCOUNT TOTAL

\$ 4,883,174.12



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-3

SUBJECT:

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

RECOMMENDATION:

Adopt Resolutions:

1. Approving a Memorandum of Understanding (MOU) with MUSD for the Expanded Learning Opportunities Program (ELOP) Winter Camp 2027, not to exceed \$23,181
2. Amending the Fiscal Year 2026/27 Operating Budget, approving related line items for the execution of said MOU

SUMMARY:

Since 2017, the City has partnered with MUSD to provide enrichment activities through student camps. MUSD has once again reached out to the City to continue this collaboration for a Winter Camp in January 2027. The request is for a one-week camp to be held at the John Wells Youth Center (JWYC) in partnership between MUSD and the City. The Winter Camp would run from January 4 through January 8, 2027.

The Winter Camp will provide youth participants with an academic program that integrates STEAM, physical, and artistic activities.

DISCUSSION:

The City and MUSD have partnered for several years to provide meaningful programs to youth during critical out-of-school summer and winter hours. These programs provide students and families with a network of support.

As in past years, the Winter Camp program will be extended to MUSD students, with this Winter Camp targeting students from 1st to 4th grade, up to 60 students.

The STEAM-focused Winter Camp intends to provide students with a well-rounded and enriching experience. They will do so through hands-on learning, physical activity, and creative expression. Students will develop new skills, build confidence, and make lasting memories in a supportive and inclusive environment.

Camp would commence at 8:30 a.m. and end at 3:30 p.m. MUSD check-in and breakfast service may begin at 7:30 a.m. Some of the deliverables to be achieved include:

- Physical Activities: Participation in physical activities offers numerous benefits for youth, promoting physical, social, emotional, and cognitive development, and contributing to their overall health, well-being, and success in life.
- STEAM Activities: STEAM activities are important as they provide a holistic and interdisciplinary approach to learning, preparing the youth to thrive in a complex and rapidly changing world. They cultivate essential skills, foster creativity and innovation, and empower youth to become lifelong learners and problem-solvers.
- Arts and Crafts: Arts and crafts activities play a vital role in youth development by nurturing creativity, promoting emotional well-being, building confidence, and fostering social connections. They provide valuable skills and experiences that contribute to the holistic growth and flourishing of young individuals.

Camp will be broken up into two groups, with 30 students per group:

- 1st and 2nd Grades
- 3rd and 4th Grades

MUSD will provide meals for the students, which will consist of breakfast and lunch. MUSD will also organize transportation, outreach, and enrollment. The City will be responsible for staffing the Winter Camp, planning for and purchasing the supplies needed to carry out the programming.

FINANCIAL IMPACT:

The total value of the Agreement is not to exceed \$23,181, reimbursable after the conclusion of the Camp. The value of the MOU covers staffing costs, materials, and includes an administrative fee. Expenses related to supplies and revenue generated from the MOU were estimated and

budgeted in the Fiscal Year 2026/2027 in the Parks Grants Fund, 41096360. Staffing costs were not included; therefore, a budget amendment is requested.

Table 1: 2027 Winter Camp Budget	
Item	Amount
Staffing	\$13,766
Materials	\$3,000
Facility	\$3,900
15% Administrative Fee	\$2,515
Total	\$23,181

ALTERNATIVES:

As an alternative, the Council may elect not to enter into the MOU with MUSD for the 2027 winter camp programming, thus not continuing the annual partnership.

Council may also elect to request that additional information be brought forth at the next meeting to make a more informed decision. Staff would like to note that MUSD requires confirmation of approval of the MOU to confirm the winter programming will proceed and to begin to plan accordingly, which includes outreach and enrolling students. Any delay in providing confirmation may affect the City's ability to enter into the MOU altogether.

ATTACHMENTS:

1. Resolution Approving a Memorandum of Understanding with Madera Unified School District for the Expanded Learning Opportunities Program (ELOP) Winter Camp 2027, not to exceed \$23,181
 - a. Exhibit 1: Memorandum of Understanding
2. Resolution Amending the Fiscal Year 2026/27 Operating Budget, approving related expenditure line items for the execution of the Memorandum of Understanding with Madera Unified School District for the Expanded Learning Opportunities Program Winter Camp 2027
 - a. Exhibit A: Budget Amendment

ATTACHMENT 1

Resolution Approving a Memorandum of Understanding with Madera Unified School District for the Expanded Learning Opportunities Program (ELOP) Winter Camp 2027, not to exceed \$23,181

Exhibit 1: Memorandum of Understanding

RESOLUTION NO. 26-_____

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

WHEREAS, since 2017, the City has entered into an annual partnership with Madera Unified School District (MUSD) to provide summer and winter enrichment camp programming; and

WHEREAS, MUSD would like to enter into a Memorandum of Understanding with the City for a Winter Camp in 2027; and

WHEREAS, the Winter Camp 2027 programming will run from January 4th through January 8th, 2027; and

WHEREAS, the program will take place at the John W. Wells Youth Center; and

WHEREAS, the total value of the agreement is not to exceed \$23,181, reimbursable to the City after the completion of the Winter Camp.

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

1. The above recitals are true and correct.
2. The Memorandum of Understanding Between the City of Madera and the Madera Unified School District for Winter Camp 2027, attached hereto as Exhibit 1, is approved in an amount not to exceed \$23,181.
3. This Resolution is effective immediately upon adoption.

* * * * *

Exhibit 1: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MADERA AND THE MADERA
UNIFIED SCHOOL DISTRICT
"WINTER CAMP 2027"**

This Memorandum of Understanding (MOU) is made between the City of Madera, referred to as "City," and the Madera Unified School District, referred to as "MUSD," on this _____, 2027.

This MOU is made with reference to the following recitals:

1. The parties desire for the City to host a winter camp for the Winter of 2027 for MUSD student participants, with cost compensation being provided by MUSD. The parties desire to enter into this MOU to outline the roles and responsibilities of each.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements therein contained, the parties hereto mutually agree as follows:

I. TERM

The term of this MOU shall commence upon execution of this MOU by each agency authorizing entry into this MOU and shall continue until terminated by any party according to the termination provisions contained herein.

II. PRINCIPLES

City and MUSD shall comply with the requirements for the Winter Camp, which are further described in Exhibit 1 and incorporated herein.

III. REVISIONS, ADDENDUM

Revisions to the basic framework of this MOU shall be by mutual written agreement of the parties. Supplements to this MOU may be by numeric addendums executed by each party and attached to the original of this MOU.

IV. TERMINATION

This MOU is set to terminate at the completion of the Camp. Either party may terminate this MOU sooner, in writing to the other party, with 30-day notice. In

the event of termination, the parties shall consult prior to the date of termination to ensure termination occurs on the most equitable terms; however, such consultation shall not prohibit or restrict either party from exercising its right to terminate.

V. SETTLEMENT OF DISPUTES

In the event of a dispute, the parties shall informally attempt to resolve the matter at the staff level. In the event the dispute cannot be resolved at the staff level, the parties shall attempt to resolve the dispute with the addition of at least one, but not more than two, elected officials each from the City and MUSD involved as part of the discussion. If resolution cannot then be reached, the parties agree to mediation and arbitration as appropriate. The parties expressly waive the right to initiate litigation one against the other.

VI. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other parties, their directors, employees and agents against all claims, demands, suits, judgement, expenses and costs (including reasonable attorney's fees and costs of defense) of any and every kind resulting from injury to or death of persons or loss of or damage to property arising out of any act or omission of the parties, its officers, employees or agents, under the terms of this agreement. The obligations of this section shall survive the expiration, termination or assignment of this agreement.

VII. INSURANCE REQUIREMENTS

Without limiting either Party's indemnification of the other as provided in Section VI of this Agreement, and prior to any facility use 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.

1.1. Minimum Scope and Limits of Insurance.

- i. **General Liability Insurance:** \$2,000,000 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.
- ii. **Worker's Compensation** as required by the State of California and \$1,000,000

Employer's Liability per accident for bodily injury or disease.

1.2. Additional Insured Status. General Liability and Automobile Liability additional insured status:

i. City must name Madera Unified School District, members of the governing board, their agents, officers, and employees as additional insured.

ii. District must name City of Madera, its officers, officials, employees, and agents as additional insured.

1.3. Waiver of Subrogation. Workers' Compensation policies required under this Agreement shall be endorsed to waive subrogation against the named insured.

1.4. Maintenance of Coverage. Parties shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with facility use under this Agreement.

1.5. Proof of Insurance. Each Party shall provide to the other certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Current evidence of insurance shall be required during the term of this Agreement.

1.6. Enforcement of Contract Provisions (non-estoppel). Parties acknowledge and agree that any actual or alleged failure on the part of one party to inform the other party of non-compliance with any requirement imposes no additional obligations on the City or District, nor does it waive any rights hereunder.

1.7. 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 either party maintains higher limits than the minimums required above, the other party shall be entitled to coverage at the higher limits maintained.

1.8. Notice of Cancellation. Parties agree to oblige their respective insurance agent or broker and insurers to provide to the other party 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.

1.9. Timely Notice of Claims. Each party shall provide the other with prompt and timely notice of claims made or suits instituted that arise out of or result from facility use under this Agreement, and that involve or may involve coverage under any of the required liability policies.

VIII. ENTIRE AGREEMENT

This MOU, including the attachments and exhibits, represents the entire MOU between City and MUSD for the 2027 Winter Camp. This MOU may be amended only by written instrument signed by both City and MUSD. There are no third-party beneficiaries to this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA
a municipal corporation

MADERA UNIFIED SCHOOL DISTRICT

By: _____
Cecelia K. Gallegos, Mayor

By: _____

Date: _____

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

Date: _____

Exhibits:
Exhibit 1 – City of Madera Winter Camp 2027

Exhibit 1

City of Madera Winter Camp 2027

Project Overview: The academic Winter Camp for January 2027 will offer a blend of STEAM education, sports, and arts and crafts activities to provide Madera Unified School District (MUSD) students with a well-rounded and enriching experience. Through hands-on learning, physical activity, and creative expression, it is intended that participants will develop new skills, build confidence, and make lasting memories in a supportive and inclusive environment.

Scope of Work: The intent of the parties is to provide youth participants with an academic camp program that integrates STEAM, physical activity, and artistic activities. The City role shall be to provide facilities, oversee logistics, address participant safety, and generally foster a positive and inclusive environment to support MUSD, with the intent the camp will offer campers a memorable experience that inspires learning, creativity, and personal development. Both parties acknowledge that the successful implementation of the Winter Camp requires ongoing communication and cooperation. The City and MUSD agree to work collaboratively to address operational needs and promote a safe, organized, and positive experience for all participants.

Timeline:

- Dates: January 4th – 8th, 2027 (unless otherwise modified by the parties).
- Period: one-week camp
- Duration: 5 days
- Times: 8:00 am – 3:30 pm (see “General Schedule”, below, for additional information.)

Deliverables:

- City to provide activities and programming, including:
 - Physical Activities.
 - STEAM Activities.
 - Arts and Crafts.
- The City will reserve the John Wells Youth Center for the Winter Camp at the dates and times set by the parties, which are initially as proposed above. As part of this reservation, MUSD shall provide required documentation and actions including payment of reservation fees and providing insurance documentation to City.
- The Winter Camp shall be limited to serving students in grades 1 – 4, with sessions broken up into three groups rotating through the Winter Camp as follows:
 - First Grade – Second Grade: 30 Students (maximum)
 - Third Grade – Fourth Grade: 30 Students (maximum)
- The City will provide a Winter Camp for a minimum of 60 students.
- The City will provide sufficient staffing for the Camp during operational hours, and will ensure a ratio of 2:20 (two City staff for every 20 students) for each of the groups.

- The City will not be required to provide any meals or snacks. Any meals will be provided by MUSD. The City may assist MUSD in serving meals as resources allow.
- No transportation will be provided by the City for MUSD students. Instead, MUSD will be responsible for transportation, whether through MUSD staff, or by the parents/guardians of the MUSD students.
- The Winter Camp is limited to only MUSD students within the identified grades.
- MUSD will provide three staff members during camp hours to handle attendance, serve meals, provide disciplinary action (as may be needed), and be the primary source of communication with parents. The City is not responsible for these items. Notwithstanding, the parties agree the City may restrict the participation of any student, staff member, parent, etc. (either temporarily or for the remainder of the Winter Camp) who fails to comply with City rules for the event, or is otherwise adversely impacting health, safety, or welfare.

General Schedule: Unless otherwise modified by the parties, the parties anticipate using the following schedule:

General Schedule	
Time	Activity
7:30 am - 8:30 am	Breakfast / Check-in
8:30 am - 9:20 am	Split into Groups / Warm-up
9:30 am - 10:20 am	Sport / STEAM Activity / Art and Craft Activity
10:30 am - 11:20 am	Sport / STEAM Activity / Art and Craft Activity
11:30 am - 12:20 pm	Lunch
12:30 pm - 1:50 pm	Sport / STEAM Activity / Art and Craft Activity
2:00 pm - 2:50 pm	Sport / STEAM Activity / Art and Craft Activity
3:00 pm - 3:30 pm	Dismissal / Pick Up

Cost Breakdown: MUSD shall pay the City for the following:

Facility Rental				
Room	Days	Hours	Price Per Hour	Total
Gym	5	6	\$ 50	\$1,500
Craft Room	5	6	\$ 40	\$1,200
Rec Room	5	6	\$ 40	\$1,200
			TOTAL:	\$3,900

Staff Hours					
Position - Program Leaders	Days	Hours	# of staff	Wage	Total
Winter Camp Hours	5	8	8	\$ 27.00	\$ 8,640
Set Up	5	1	6	\$ 27.00	\$ 810

Clean Up	5	2	6	\$	27.00	\$	1,620
Shopping/Prepping	2	4	3	\$	27.00	\$	648
Meetings	1	3	8	\$	27.00	\$	648
						\$	12,366
Position - Coordinator	Days	Hours	# of staff		Wage		Total
Administration/Monitoring	5	40	1	\$	35.00	\$	1,400
Materials							
Camp Materials for Physical / STEAM / Arts and Crafts Activities						\$	3,000
Facility Rental Cost							
Gym / Craft Room / Rec Room						\$	3,900
Administrative Fee							
15%							
						Hours + Materials	\$ 20,666
						Admin Fee	\$ 2,515
						Grand Total	\$ 23,181

The City shall provide the facilities as noted, as well as program administration and staffing at the minimums noted above.

Additional Duties (MUSD): In addition to the items above, MUSD shall be responsible for the following:

- Transportation: MUSD shall provide participant transportation via school bus or as otherwise arranged by MUSD. This includes transporting participants to the John Wells Youth Center at the start of the program day and transporting participants from the site at the conclusion of the program day.
- Meal Service: MUSD shall provide delivery and service of breakfast and lunch to all participating youth in accordance with applicable meal service requirements.
- Participant Check-In and Check-Out: MUSD shall provide staff to manage participant check-in procedures at the beginning of each program day and participant check-out procedures at the end of each program day.
- Discipline and Behavioral Management: MUSD shall handle all disciplinary actions and behavioral matters involving camp participants.
- Coordination and Communication: MUSD will provide City with a staff member to serve as the primary point of communication and coordination with the City regarding Winter Camp operations.

Additional Duties (City): In addition to the items above, City shall be responsible for the following:

- Program Facilitation: City shall facilitate and supervise all camp programming and activities.
- Facility Clean-Up: City staff will be responsible for all end-of-day clean-up associated with camp operations and activities.

- Coordination and Communication: City's Recreation/Community Program Coordinator will serve as the primary point of communication and coordination with MUSD regarding Winter Camp operations.
- Program Development: Except as otherwise set forth in this Agreement, City will be responsible for planning, organizing, and implementing the programming and activities utilized during the Winter Camp.

ATTACHMENT 2

Resolution Amending the Fiscal Year 2026/27 Operating Budget, approving related expenditure line items for the execution of the Memorandum of Understanding with Madera Unified School District for the Expanded Learning Opportunities Program Winter Camp 2027

Exhibit A: Budget Amendment

RESOLUTION NO. 26 - _____

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

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

WHEREAS, the City wishes to enter into a Memorandum of Understanding with Madera Unified School District for the Expanded Learning Opportunities Program Winter Camp 2027; and

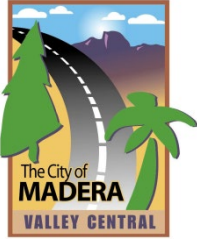
WHEREAS, an amendment to the City's Adopted Budget for the 2026/27 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for related expenditures for the execution of the contract, including \$13,766 in salaries.

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

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

Exhibit A: Budget Amendment

EXHIBIT A					
CITY OF MADERA					
Budget Appropriations: Res. 26-					
Budget Transfer & Amendment for Fiscal Year 2026/27					
FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
PARKS GRANTS	41096360	4900	Budgetary Carryover		\$ 13,766
	41096360	5005	Salaries / Part-time	13,766	
				<u>\$ 13,766</u>	<u>\$ 13,766</u>



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-4

SUBJECT:

Madera Elks Lodge Fee Waiver Request for the Annual Hoop Shoot Event

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the John Wells Youth Center on October 17, 2026, related to a Hoop Shoot Contest hosted by the Madera Elks Lodge #1918, at an anticipated rental fee of \$425

SUMMARY:

The City has received a request from the Madera Elks Lodge #1918 seeking a waiver of rental fees for the use of the John Wells Youth Center (JWYC) to host their annual Hoop Shoot competition. The event is scheduled for Saturday, October 17, 2026, from 8:00 a.m. to 2:00 p.m., inclusive of setup and cleanup time. The Hoop Shoot competition is a longstanding community tradition organized by the Elks Lodge, promoting youth engagement and physical activity.

DISCUSSION:

The Madera Elks Lodge, through their Hoop Shoot Chair, Cynthia Armiento, has submitted a formal request to use the JWYC for their annual basketball free-throw contest, the Elks National Hoop Shoot. The event is planned for Saturday, October 17, 2026, and aims to foster inclusivity and encourage participation among boys and girls aged 8-13 from diverse backgrounds.

The Madera Elks Lodge provides financial assistance to winners advancing to the next level of the competition. National winners also receive scholarship opportunities, highlighting the event's role in supporting youth development.

Additionally, worth noting, is that the Matilda Torres High School girls' basketball team will be helping with scoring. There will also be several Elks members helping register and interacting with the community and kids.

Madera Elks Lodge are committed to adhering to all rules and regulations regarding the use of the facility and will ensure the area utilized is left in its original condition following the conclusion of the event.

This event is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of JWYC, with the space as requested, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: Estimated Financial Impact Without Fee Waiver	
Administrative Fee	\$25
Special Event	\$100
Gym	\$300
Total	\$425

The total applicable cost for the JWYC rental would be \$425.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the Elks Lodge to remit any associated fees if they wish to rent JWYC for the Hoop Shoot Contest.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the John Wells Youth Center on October 17, 2026, related to a Hoop Shoot Contest hosted by the Madera Elks Lodge #1918, at an anticipated rental fee of \$425
2. Letter of Request

ATTACHMENT 1

Resolution – Waiving the rental fees of the John Wells Youth Center on October 17, 2026,
related to a Hoop Shoot Contest hosted by the Madera Elks Lodge #1918,
at an anticipated rental fee of \$425

RESOLUTION NO. 26-_____

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

WHEREAS, the City has received a request for the waiver of fees for the rental of the John Wells Youth Center; and

WHEREAS, the request is from the Madera Elks Lodge #1918 (Elks); and

WHEREAS, the Elks are looking to host a Hoop Shoot Contest event; and

WHEREAS, the request is for rental utilization on Saturday, October 17, 2026, from 8 am – 2 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 \$425; and

WHEREAS, the Elks are 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 set forth in this resolution serves a valid public purpose in that the Madera Elks Lodge is a local community organization, and this event provides the opportunity for youth to engage in a national competition that promotes inclusivity, accessibility, fairness, and the spirit of sportsmanship.
3. The City Council does hereby waive the City fees for Rental Fees of the John Wells Youth 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



MADERA ELKS LODGE #1918

112 West 6th St. PO Box 217
Madera, CA 93639
(559) 673-1918



Dear John C Wells Center,

I would like to start off by thanking Parks & Rec for taking into consideration having the Madera Elks Hoop Shoot at your facility on October 17th, 2026

We believe the Elks Hoops shoot promotes inclusivity and encourages participation for boys and girls ages 8-13 from diverse backgrounds. By removing the financial barrier, more people, regardless of their economic status, can engage in the contest and showcase their skills. This not only fosters a sense of community but also provides equal opportunities for individuals to develop their basketball abilities and gain confidence.

Moreover, waving the fee can attract a larger pool of participants, leading to a more competitive and exciting event.

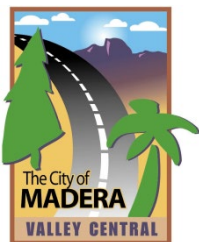
Overall, the Elks Hoop Shoot includes accessibility, fairness, and the spirit of sportsmanship, making the basketball free throw contest more enjoyable and beneficial for all involved. Madera Elks offers financial help to the winners that move on to the next level. There is also scholarship money for the national winners.

A few further details include the Matilda Torres girls' basketball team scoring and helping with the event led by Coach V. Varsity Basketball Coach. There will be several Elks members there helping register and interacting with the community and kids.

We sincerely appreciate your consideration.

Respectfully,
Cynthia Armiento, Elks Hoop Shoot Chair
(559) 917-5037

For More info visit: hoopshoot@elks.org



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-5

SUBJECT:

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

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Pan-American Community Center on October 24, 2026, related to a Don't Ghost Your Vote Event hosted by the Madera Coalition for Community Justice, at an anticipated rental fee of \$1,030

SUMMARY:

The City has received a request from the Madera Coalition for Community Justice (MCCJ) seeking a waiver of rental fees for the use of the Pan-American Community Center (PACC) to host a Halloween-themed voter registration and education event, Don't Ghost Your Vote. The event is scheduled for Saturday, October 24, 2026, from 10:00 a.m. to 5:00 p.m., inclusive of setup and cleanup time.

DISCUSSION:

The MCCJ, through its Executive Director, Linette Lomeli, has submitted a formal request to use the PACC host a Halloween-themed voter registration and education event, Don't Ghost Your Vote. The event is planned for Saturday, October 24, 2026, and aims to provide resources from local organizations to the community, along with educational youth activities meant to promote civic participation.

The fee waiver request would allow MCCJ to allocate limited funds towards the event itself, maximizing the benefit they aim to provide to the community.

MCCJ's primary objective and purpose is to educate and assist low-income residents of Madera County by working together to obtain appropriate and sufficient food, clothing, health care, educational and employment opportunities and other fundamental needs.

MCCJ is committed to adhering to all rules and regulations regarding the use of the facility and will ensure the area utilized is left in its original condition following the conclusion of the event.

This event is subject to all other applicable requirements. This includes the provision of acceptable rental insurance.

FINANCIAL IMPACT:

The applicable costs associated with the rental of PACC, with the space as requested, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: Estimated Financial Impact Without Fee Waiver	
Administrative Fee	\$25
Special Event	\$100
Gym Access	\$770
Kitchen Access	\$135
Total	\$1,030

The total applicable cost for the PACC rental would be \$1,030.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require MCCJ to remit any associated fees if they wish to rent PACC for the Don't Ghost Your Vote event.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Pan-American Community Center on October 24, 2026, related to a Don't Ghost Your Vote Event hosted by the Madera Coalition for Community Justice, at an anticipated rental fee of \$1,030
2. Letter of Request

ATTACHMENT 1

Resolution – Waiving the rental fees of the Pan-American Community Center on October 24, 2026, related to a Don't Ghost Your Vote Event hosted by the Madera Coalition for Community Justice, at an anticipated rental fee of \$1,030

RESOLUTION NO. 26-_____

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

WHEREAS, the City has received a request for the waiver of fees for the rental of the Pan-American Community Center; and

WHEREAS, the request is from the Madera Coalition for Community Justice (MCCJ); and

WHEREAS, MCCJ is looking to host a Halloween-themed voter registration and education event, Don't Ghost Your Vote; and

WHEREAS, the request is for rental utilization on Saturday, October 17, 2026, from 10 a.m. – 5 p.m., 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 \$1,030; and

WHEREAS, MCCJ 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 set forth in this resolution serves a valid public purpose, as the Madera Coalition for Community Justice is a local community organization, promoting voter registration and access to education.
3. The City Council does hereby waive the City fees for rental of the Pan-American Community 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



Sept 15th, 2026

Esteemed City Council,

The **Madera Coalition for Community Justice** in partnership with **SIREN** are planning a Halloween themed event at the Pan-American Center for our Madera Community focused on Voter Education and Registration, providing resources from local orgs to the Madera Community, and fun youth activities meant to promote Civic Participation and Education in an enjoyable manner.

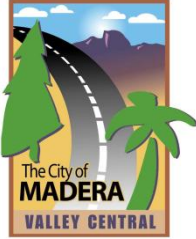
Civic participation is the Foundation of our democracy and well informed Citizens determine the Strength of that Foundation. To this end, we kindly request a fee waiver for the cost of the center usage. The waiver will allow us to allocate our limited event funding towards the event itself, maximizing the benefits we aim to provide Madera Residents.

We thank Council for your consistent and continued support in our efforts to uplift and empower Madera Residents.

Sincerely,

A handwritten signature in black ink, appearing to be "K. Alf", written over the word "Executive Director".

Executive Director



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: October 7, 2026

Agenda Number: B-6

Giachino Chiamonte
Giachino Chiamonte, Chief of Police

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

SUBJECT:

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

RECOMMENDATION:

Waive full reading and adopt by title only an Ordinance of the City Council of the City of Madera repealing Chapter 12 of Title IX, and adopting a new Chapter 12 of Title IX entitled "Vacant Buildings"

SUMMARY:

The City Council (Council) introduced an amendment to the City's Municipal Code at its September 16 meeting. Changes to the Municipal Code generally require two readings. This represents the second reading and adoption.

The proposed ordinance modernizes the City's vacant building regulations by strengthening maintenance and oversight requirements for vacant properties, particularly commercial buildings. It reduces the timeframe for owners to take action on vacant buildings from 90 to 30 business days, while requiring registration with the City's Code Enforcement Division and ongoing compliance with maintenance standards. New provisions would prohibit boarding on commercial buildings and require commercial and industrial buildings to maintain adequate lighting, management contact signage, and allow periodic inspections to help prevent blight and criminal activity. Finally, enforcement is shifted from criminal misdemeanor penalties to administrative infractions, providing a more practical and efficient compliance process.

DISCUSSION:

The City's Vacant Buildings Ordinance was adopted in 2010 to address the negative impacts of vacant and poorly maintained structures on surrounding neighborhoods. While the ordinance has provided a framework for identifying and registering vacant properties, staff has found that updates are necessary to address evolving community needs, current best practices in code enforcement, and the increasing challenges associated with long-term vacant commercial properties. The proposed ordinance amends the existing chapter with a more comprehensive approach focused on preventing blight, encouraging property maintenance, and promoting economic vitality.

One of the most significant changes in the proposed ordinance is the establishment of enhanced maintenance standards for vacant properties, particularly commercial and industrial buildings. The proposed regulations require owners to begin rehabilitation of their properties within 30 business days of vacancy, to include actively maintaining building exteriors, landscaping, signage, lighting, and security measures to ensure vacant properties do not become a source of blight or attract criminal activity. These requirements are intended to improve neighborhood appearance, protect adjacent property values, and reduce public safety concerns associated with neglected buildings. Maintenance of emergency access areas, roof-access ladders, egress points, and adequate lighting keep properties within standard and ready for sale or renting.

The current ordinance requires vacant commercial, industrial, and residential buildings to be boarded as a means to prohibit entry of unauthorized persons. The proposed ordinance limits the use of boarded windows except during active construction or rehabilitation projects for commercial buildings. This provision is designed to discourage the visual deterioration often associated with vacant storefronts and to maintain a more attractive business environment that supports economic development and investment within the community. It also makes it harder for homeless people to live undetected in vacant commercial properties.

The proposed ordinance also updates and clarifies several definitions within the Vacant Building Ordinance to provide Code Enforcement with clearer and more practical standards for identifying and addressing vacant properties. Notably, the proposed ordinance adds a definition for "nonresidential buildings", allowing the City to establish requirements specific to commercial and industrial properties, while refining the definition of "vacant building" to focus on structures that are unoccupied or illegally occupied. These changes provide greater clarity regarding which properties are subject to the ordinance and allow Code Enforcement to apply the regulations more consistently.

In addition, the proposed ordinance strengthens oversight of vacant commercial and industrial properties through an inspection program administered by the City's Code Enforcement Division. Property owners are required to register vacant properties and make them available for quarterly inspections to verify compliance with applicable building, fire, and safety regulations. These inspections would assist the City in identifying potential hazards before they become more significant public safety issues and help ensure that vacant properties remain secure and properly maintained. The proposed ordinance adds an inspection fee in addition to

the annual registration fee. After review, staff has determined the fee outlined in the City's master fee schedule is adequate, and additional or increased fees will not be added at this time. The inspection fee shall be \$60 per hour for a minimum of one hour, but not to exceed three hours.

Another notable change is the transition from criminal misdemeanor penalties to administrative infraction-based enforcement. This approach provides the City with a more practical and efficient enforcement tool while still holding property owners accountable for violations. Administrative enforcement allows for more timely compliance efforts and reduces the burden on the criminal justice system while preserving the City's ability to address nuisance and blight conditions.

Overall, the proposed ordinance would give the City clearer standards for identifying, monitoring, and addressing vacant buildings while placing greater emphasis on property maintenance, security, and rehabilitation. The changes are intended to help Code Enforcement address problem properties earlier, reduce conditions that contribute to blight and public safety concerns, and establish more specific requirements for vacant commercial and industrial properties.

Table 1 provides a comparison of existing regulations vs. proposed. Note that this list is not exhaustive.

Table 1: Overview of proposed changes		
Item	Existing	Proposed
Boarding of vacant buildings	Required for vacant commercial, residential, and industrial properties (must be painted to match the building)	Commercial: Prohibited unless required for construction/renovation.
		Exception: boarding shall only be allowed for a period of 15 days.
		Residential: Required (must be painted to match the building)
		Industrial: Allowed, not required
Maintenance	Must begin maintenance within 90 days of vacancy	Must begin maintenance within 30 days of vacancy
Registration of buildings	Must register with City Finance Department within 10 days of vacancy.	Must register with Code Enforcement within 30 days of vacancy.
	The registration fee is \$550 annually.	As proposed, the annual registration fee would remain the same.
Inspections	Not specified in the existing code, only that the building shall be monitored by the Neighborhood Preservation Manager so that timely code enforcement proceedings are	Commercial and industrial property owners shall make the property available for quarterly inspections. Inspection fees per §1-9.06 are

	commenced in the event a building becomes substandard or a nuisance.	\$60/hour for a minimum of one hour, not to exceed three hours.
Monitoring Program	Neighborhood Preservation Manager	Code Enforcement. No change rather City staff position titles have been altered.
Violations	Misdemeanor	Infraction/Fine per §1-9.06 of Madera Municipal Code • \$100 first citation • \$225 second citation • \$500 third or subsequent citation

FINANCIAL IMPACT:

There is no cost to the City. These changes create more enforcement tools for City staff to use to detect and enforce violations of the municipal codes. It is difficult to calculate the financial benefit of reducing blight in commercial areas. It is possible this would create opportunity for additional revenue for local businesses by increasing the chances for foot traffic in the business districts.

ALTERNATIVES:

Council may decline to amend the current ordinance and elect to retain the current Chapter 12 Vacant Buildings Ordinance without modification. Under this option, the City would continue to regulate vacant properties pursuant to the existing provisions. While the current ordinance provides a mechanism for registration and maintenance of vacant properties, it does not include many of the enhanced maintenance, inspection, and blight-prevention measures contained in the proposed ordinance. As a result, the City would have fewer tools available to address the impacts of long-term vacant commercial and industrial properties and may experience continued challenges related to property maintenance, public safety, and neighborhood blight.

Council may provide direction to staff regarding specific provisions of the proposed ordinance and continue consideration of the item to a future meeting. Under this option, staff would revise the ordinance based on Council direction and return with a modified proposal for further review and consideration.

ATTACHMENTS:

1. Proposed Vacant Buildings Municipal Code

ATTACHMENT 1

**Proposed Ordinance amending the Municipal Code
regarding vacant buildings**

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA REPEALING AND REPLACING CHAPTER 12 OF TITLE IX OF THE MADERA MUNICIPAL CODE REGARDING VACANT BUILDINGS

WHEREAS, substandard or unkempt vacant buildings discourage economic development and can negatively affect appreciation of property values. Vacant buildings that are not maintained are potential fire hazards and can jeopardize the ability of owners of neighboring property from securing or maintaining affordable fire insurance.

WHEREAS, if not properly addressed, vacant buildings may also serve as an attractive nuisance, and may lead to blight, which may in turn diminish the economic and physical conditions of nearby properties. It is the responsibility of property ownership to prevent owned property from becoming a burden to the neighborhood and community and a threat to public health, safety, or welfare; and

WHEREAS, due to the passage of time, refinements in law, as well as the lingering economic effects of the pandemic, an update to the vacant building ordinance is warranted; and

WHEREAS, the City Council now desires to repeal the existing vacant building ordinance and adopt an updated ordinance.

NOW THEREFORE, the City Council of the City of Madera does ordain as follows:

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Chapter 12 (Vacant Buildings) of Title IX of the Madera Municipal Code is hereby repealed in its entirety.

SECTION 4. Chapter 12 (Vacant Buildings) is hereby added to Title IX of the Madera Municipal Code to read in its entirety as follows:

CHAPTER 12: VACANT BUILDINGS

Section

9-12.01 Purpose

9-12.02 Definitions

9-12.03 Owner responsibilities

9-12.04 Boarding

9-12.05 Registration requirement for vacant properties

9-12.06 Monitoring program - departmental responsibilities and fees

9-12.07 Violations; penalty

§ 9-12.01 PURPOSE.

Substandard or unkempt vacant buildings discourage economic development and can negatively affect appreciation of property values. Vacant buildings that are not maintained are potential fire hazards and can jeopardize the ability of owners of neighboring property from securing or maintaining affordable fire insurance. If not properly addressed, vacant buildings may also serve as an attractive nuisance, and may lead to blight, which may in turn diminish the economic and physical conditions of nearby properties. It is the responsibility of property ownership to prevent owned property from becoming a burden to the neighborhood and community and a threat to public health, safety, or welfare. This ordinance shall be known as the "vacant building ordinance."

§ 9-12.02 DEFINITIONS.

For purposes of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BOARDED BUILDING. A vacant building or portion of a vacant building whose doors and windows have been covered with plywood or other material for the purpose of preventing entry into the building by persons or animals.

BUILDING. Any structure including, but not limited to, any residential, commercial, industrial, or assembly structure, approved for occupancy on either a lot of record or within a single project approved by the city pursuant to the city's zoning ordinance.

BUILDING OFFICIAL. The Chief Building Official for the city, or the designee of the Chief Building Official.

EVIDENCE OF VACANCY. Any real property condition that independently, or in the context of the totality of circumstances relevant to that real property, would lead a reasonable person to believe that a property is vacant or occupied by a person without a legal right of occupancy. Such real property conditions include but are not limited to: overgrown or dead vegetation; accumulation of newspapers, circulars, flyers or mail; past due utility notices or disconnected utilities; accumulation of trash, junk or debris; the absence of window coverings such as curtains, blinds or shutters; the absence of furnishings or personal items consistent with residential habitation; and/or statements by neighbors, passersby, delivery agents, or government employees that the property is vacant.

NONRESIDENTIAL BUILDINGS. Nonresidential buildings, specifically buildings with commercial and industrial uses. This can include dual purpose buildings with both commercial and residential uses. The interior commercial area of the building, shared spaces, and all exterior surfaces and structures of the building are subject to building requirements of the vacant building ordinance.

OWNER. Any person, partnership, association, corporation, fiduciary, or other legal entity having a legal or equitable title or any interest in real property, including a lease or an interest that may arise to a fee interest.

OWNER OF RECORD. The person or legal entity holding recorded title to the real property in question at any point in time when official records are produced by the Madera County Recorder's office.

VACANT BUILDING. An unoccupied or an illegally occupied structure.

§ 9-12.03 OWNER RESPONSIBILITIES.

Vacant Buildings. The owner of any building shall commence rehabilitation for occupancy within 30 business days of becoming a vacant building, unless the owner establishes by substantial evidence to the reasonable satisfaction of the city's Code Enforcement Supervisor or designee any of the following applies:

(A) The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation; or

(B) The building meets all codes, is ready for occupancy, and, through the verifiable use of signage, current real estate listings, or other acceptable means, is actively being offered for sale, lease, or rent; or

(C) The building does not contribute to and is not likely to contribute to blight because the owner is actively maintaining and monitoring the building so that it does not contribute to blight. All vacant buildings under this subsection must meet the following maintenance and monitoring requirements:

- (1) Maintenance of landscaping and plant materials in good condition;
- (2) Maintenance of the exterior of the building including, but not limited to, paint, finishes, windows, doors, and signage in good condition and in compliance with this code;
- (3) All signage shall be maintained in compliance with Chapter 10-6 of this code;
- (4) Regular removal of all exterior trash, debris, and graffiti;
- (5) Maintenance of the building in continuing compliance with all applicable codes and regulations;
- (6) Prevention of criminal activity on the premises including, but not limited to, use and sale of controlled substances, prostitution, unlawful loitering, and criminal street gang activity;
- (7) Securing the property in a manner so as not to be accessible to unauthorized persons. Secure manner includes, but is not limited to, closing and locking of windows, doors (walk-through, sliding and garage) gates and any other opening that may allow access to the interior of the property and or structure(s). In the case of broken windows, securing includes the replacement of the broken windows; and
- (8) Maintain property frontage in public right-of-way including sidewalks, street trees and park strip area. Maintain alleyway adjacent to property, if applicable, to prevent overgrowth of weeds and illegal dumping

(D) In addition to the requirements set forth above, vacant nonresidential buildings must also comply with the following:

- (1) The owner shall keep property clear of combustible materials, flammable or combustible waste or rubbish, waste, or hazardous materials.
- (2) Maintain in a manner in which all emergency access areas, egress points, stairways, roof-access ladders and exit signage are in functioning condition and free from deterioration.
- (3) Maintain adequate exterior lighting so that all exposed sides of the nonresidential building are well lit, and easily visible from accessways.
- (4) Post a sign no smaller than 18 by 24 inches on the front of the exterior building or structure so it is legible from the public-right-of-way, with the following information: (i) name and twenty-four hour contact telephone number and address of the owner, responsible party, or property management company; and (ii) the statement that "THIS PROPERTY IS MANAGED BY" with the appropriate name inserted and "TO REPORT PROBLEMS OR CONCERNS CALL" with the twenty-four hour telephone number listed. The sign shall be constructed and printed with weather resistant materials.
- (5) Post a minimum of one "No Trespassing" sign along property frontage and visible to the public. The sign must be no smaller than 17 by 22 inches in size, with lettering no smaller than 1 inch in height.

(E) In addition to the requirements of this section, the owner must also register a vacant building as required by section 9-12.05, unless the property is actively in escrow for no more than a cumulative six-month period of time.

§ 9-12.04 BOARDING.

No vacant commercial building shall be secured via boarding unless it is required for construction/renovation. Whether the building is vacant or not, beginning on the first day it is necessary for construction/renovation, boarding shall only be allowed for a period of 15 days. Owners can be exempt from the 15-day period if they have an active building permit and can demonstrate they are diligently working towards project completion.

Vacant residential buildings must be secured using exterior grade plywood which is at least one-half inch or thicker, fastened to the building in such a manner as to prevent unauthorized removal of the boarding material, and which will prohibit entry by unauthorized persons. All wood used to secure vacant buildings must be painted to match the paint on the structure. If the structure is multicolored, the paint should match the predominant color on the wall on which it is located.

Industrial buildings are permitted to be secured via boarding.

§ 9-12.05 REGISTRATION REQUIREMENT FOR VACANT PROPERTIES.

(A) Within thirty business days of identification of any vacant property, or owner's actual knowledge of any vacant property, the owner, or owner of record, must register the property with the City's Code Enforcement Division.

(B) The registration pursuant to subsection (A) shall contain the identity of the owner, or owner of record, and in the case of a corporate or out of area owner or owner of record, the local property management company, if any, responsible for the security, maintenance, and marketing of the property in question, and any lessee and the term of the lease.

(C) The registration pursuant to subsection (A) shall be renewed annually. An annual registration fee, as set by resolution of the City Council, shall accompany the submission of each registration form. The fee and registration shall be valid for one year from the date of registration.

(D) Commercial and industrial property owners shall make the property available for quarterly inspections by the Code Enforcement Supervisor or his/her designee. An annual fee, as set by resolution of the City Council, shall be required for inspection. The inspection will include the Code Enforcement Supervisor or his/her designee, as well as a building inspector, fire department official or police department official as needed. The purpose of the inspection is to ensure the property is in compliance with all applicable laws for buildings within the City.

(E) Properties subject to this vacant building ordinance shall remain subject to the annual registration requirement, security, and maintenance standards of this vacant building ordinance as long as they remain vacant.

(F) Any person, partnership, association, corporation, fiduciary or other legal entity that has registered a property under this chapter must notify the City's Code Enforcement Division in writing of any change of information contained in the registration within ten days of the change.

(G) The duties/obligations specified in this section shall be joint and several among and between all owners or owners of record, including any lessee, and their respective agents, successors, and assigns.

§ 9-12.06 MONITORING PROGRAM - DEPARTMENTAL RESPONSIBILITIES AND FEES.

(A) Authority. The Code Enforcement Supervisor or designee shall be responsible for administering a program for identifying and monitoring the maintenance of all vacant buildings in the city.

§ 9-12.07 VIOLATIONS; PENALTY.

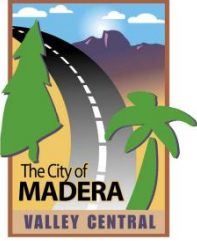
Failure to comply with the vacant building ordinance, including failure to register a vacant building, is an infraction. In addition to any other legal remedy, a fine in the amount as set forth in section 1-9.06(A) of this Municipal Code. Any person receiving a fine may appeal consistent with the provisions of section 1-9.09 et seq. of this Municipal Code.

SECTION 5: If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction,

such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 6: This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte
Giachino Chiaramonte, Chief of Police
Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-7

SUBJECT:

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

RECOMMENDATION:

Adopt the Resolution to ratify waiving the fees to cover the costs of City services relating to the Madera High School Homecoming Parade in the amount of \$2,136

SUMMARY:

Madera High School (MHS) held its Homecoming Parade on October 2, 2026, and has requested the City waive fees relating to the deployment of Police, Public Works, and Engineering services. 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. Considering that the event occurred prior to Council action, staff is requesting that Council ratify waiving the fees.

DISCUSSION:

MHS formally requested the City waive all fees associated with Police, Public Works, and Engineering Department services relating to the parade and submitted a request in August 2026. 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 contributed personnel to provide these services and at the direction of Council we are asking for their fees to be waived.

MHS was 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) were provided to transfer liability and property damage claims from the City to parade sponsors.

FINANCIAL IMPACT:

The cost of providing City services is projected per the following:

- Police Department: traffic and crowd control is estimated at \$1,378 for five officers on overtime
- Public Works: \$657
- Engineering: \$101

It is noted that these figures represent the utilization of Police personnel who were brought in on overtime. Additionally, the \$101 Engineering fee represents the cost of a special event permit to be waived. The total amount being petitioned for Council relief is \$2,136.

ALTERNATIVES:

Council may elect to deny the request to waive fees or may request additional information.

ATTACHMENTS:

1. Resolution
2. Request Letter Authored by Madera High School

RESOLUTION NO. 26-_____

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

WHEREAS, on October 7, 2026, the City Council of the City of Madera considered a request by Madera High School to waive the fees to cover costs relating to the Homecoming Parade; and

WHEREAS, Madera High School 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, and Engineering are \$2,136; and

WHEREAS, the City Council finds it is in the best interest of the City to ratify 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 school spirit, generates local economic activity, encourages civic engagement, and brings together members of the community of all ages including students, alumni, and local residents in a shared celebration.
3. The City Council does hereby waive the City fees requested by Madera High School in the amount of \$2,136 associated with the Homecoming Parade.
4. This resolution is effective immediately upon adoption.

* * * * *



August 10, 2026

Mayor Gallegos and Members of the City Council,

Please consider this letter as our formal request to be placed on the agenda for your next meeting. The item for consideration is our annual Madera High School Homecoming Parade on Friday, October 2, 2026. Our parade has been a Madera tradition for the last three decades that we wish to continue for the community.

Approximately 750 high school students and 250 elementary students will take part in the parade, which includes the marching band, choir, cheer, football teams, class floats, and alumni. Furthermore, we invite elementary and junior high feeder schools to bring students to watch the parade. Last parade we had over 1000 students in attendance from our feeder school sites.

We understand that an event of this magnitude will incur many costs for all parties involved. However, we kindly ask the City of Madera for their continued support with this event by waiving the permit, police, and public works fees that are associated with the MHS Homecoming parade. As in prior years, we will notify residents and businesses of the parade route and road closures. The Coyote family is looking forward to another spirited community event!

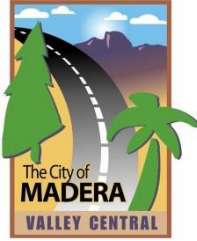
Thank you for your consideration of this matter.

Respectfully,

Isaac A. Lopez
Director of Student Activities
559-675-4444 ext.1380
isaaclopez@maderausd.org

Robyn Cosgrove, Principal

200 South "L" Street, Madera, CA 93637 • (559)675-4444 • Fax (559)675-4531 • robyncosgrove@maderausd.org

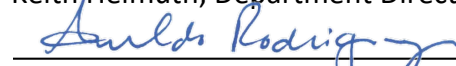


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-8

SUBJECT:

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

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of Raymond Road Street Improvements Rebid, City Project R-37, CMAQ 5157(094), Shoulder Paving and RMRA Street Rehab
2. Recording of Notice of Completion
3. Release of retention 35 days after the recording of the Notice of Completion

SUMMARY:

On May 6, 2026, the City Council awarded a contract to Juarez Brothers General Engineering Inc (Contractor) for Raymond Road Street Improvements Rebid, City Project R-37, CMAQ 5157(094) (Project), Shoulder Paving and RMRA Street Rehab in the amount of \$443,261.00. The Contractor has completed the Project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

The work in general consisted of new shoulder paving, pavement rehab on the existing paving, and striping on Raymond Road from Cleveland Avenue to the northeast at the city limit line.

A final project inspection was conducted by City staff pursuant to the construction specifications. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" will be recorded.

Table 1 provides a summary of the total project contract costs.

Table 1: Project Summary, including Change Orders	
Description	Total
Original Contract	\$443,261.00
Change Order Summary	\$6,225.43
Total	\$449,486.43

Change orders totaled an increase in project cost by 1.4 percent, well below the allowable contingency of 10 percent.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. The funding for the project was programmed in the Fiscal Year 2025/2026 Budget to receive Congestion Mitigation Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and Local Transportation (LTP) Funds.

ALTERNATIVES:

As an alternative, the Council may reject the Project's Notice of Completion. Rejection of the Notice of Completion will result in staff's inability to release retention funds and closing the Project

ATTACHMENTS:

1. Notice of Completion
2. Before/After Project Photos

Attachment 1

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

Space above this line for Recorder's Use
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due \$ -0-

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Madera.**
3. The full address of the undersigned is **205 W. 4th Street, Madera, CA 93637.**
4. The nature of the title of the undersigned is: In fee **Public Improvements, Shoulder Paving**
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

Name

Address

N/A

6. A work of improvement on the property hereinafter described was completed on **09/15/2026**
7. The name of the original contractor, if any, for such work of improvement was:
(If no contractor for work of improvements as a whole, insert "none".)

Juarez Brothers General Engineering Inc.

8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name

Address

N/A

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:

Raymond Road from Cleveland Avenue to the northeast at the city limit line.

10. The **street address** of said property is **None**
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

CITY OF MADERA

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

Keith Brent Helmuth, P.E.
City Engineer

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

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2026 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Alicia Gonzales
City Clerk

(Seal)

Attachment 2

Before/After Project Photos



BEFORE



AFTER



BEFORE



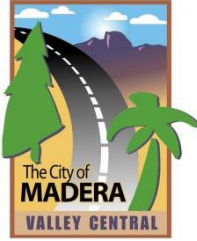
AFTER



BEFORE



AFTER



REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-9

SUBJECT:

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

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of Storey Road Shoulder Paving, City Project R-60, CMAQ 5157(114)
2. Recording of Notice of Completion
3. Release of retention 35 days after the recording of the Notice of Completion

SUMMARY:

On June 17, 2026, the City Council awarded a contract to AJ Excavation Inc (Contractor) for Storey Road Shoulder Paving, City Project R-60, CMAQ 5157(114) (Project) in the amount of \$284,555.00. The Contractor has completed the Project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

The work in general consisted of new shoulder paving, curb, valley gutter, and striping adjacent to Millview Sports Complex.

A final project inspection was conducted by City staff pursuant to the construction specifications. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" will be recorded.

Table 1 provides a summary of the total project contract costs.

Table 1: Project Summary, including Change Orders	
Description	Total
Original Contract	\$284,555.00
Change Orders	\$6,575.36
Total	\$291,130.36

Change orders totaled an increase in project cost by 2.3 percent, well below the allowable contingency of 10 percent.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. The funding for the project was programmed in the Fiscal Year 2025/2026 Budget to receive Congestion Mitigation Air Quality Funds and Local Transportation Funds

ALTERNATIVES:

As an alternative, the Council may reject the Project's Notice of Completion. Rejection of the Notice of Completion will result in staff's inability to release retention funds and closing the Project

ATTACHMENTS:

1. Notice of Completion
2. Before/After Project Photos

Attachment 1

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

Space above this line for Recorder's Use
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due \$ -0-

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Madera.**
3. The full address of the undersigned is **205 W. 4th Street, Madera, CA 93637.**
4. The nature of the title of the undersigned is: In fee **Public Improvements, Shoulder Paving**
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

Name

Address

N/A

6. A work of improvement on the property hereinafter described was completed on **06/04/2026**
7. The name of the original contractor, if any, for such work of improvement was:
(If no contractor for work of improvements as a whole, insert "none".)

AJ Excavation, Inc.

8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name

Address

N/A

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:

Storey Road adjacent to the Millview Sports Complex

10. The **street address** of said property is **None**
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

CITY OF MADERA

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

Keith Brent Helmuth, P.E.
City Engineer

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

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2026 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Alicia Gonzales
City Clerk

(Seal)

Attachment 2

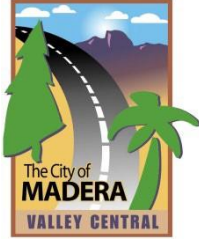
Before/After Project Photos



BEFORE



AFTER



REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-10

SUBJECT:

Westberry Bridge, City Project B-02

RECOMMENDATION:

Adopt a Resolution approving Amendment No. 1 to the Agreement with Cornerstone Structural Engineering Group (Cornerstone), Inc. for \$99,825 for additional design and permitting services for the Westberry Bridge, City Project B-02

SUMMARY:

The City Council (Council), at its August 3, 2022 meeting, awarded a consultant services agreement with Cornerstone Structural Engineering Group, Inc for Engineering Design Services for the design and permitting of the Westberry Bridge, City Project No. B-2 (Project). The proposed amendment to the agreement with Cornerstone, Inc will allow for the continuation of engineering and permitting services needed for completion of Project.

BACKGROUND:

Prior to approval of the original agreement, all governing permitting agencies were engaged to verify all known requirements for the construction of the bridge at the time. The agencies are:

- US Army Corps of Engineers (ACOE)
- Central Valley Flood Protection Board
- Regional Water Quality Control Board,
- United State Bureau of Reclamation (USBR)
- California Department of Fish and Wildlife
- Madera Irrigation District.

The original consultant agreement with Cornerstone approved in 2022 included engineering services to provide a set of plans, specifications and permitting services through these permitting

agencies.

Plans and specifications (90 percent) were submitted as part of the application process for each agency and the process is ongoing. Since submittal of plans and applications to each agency, permitting requirements have evolved or simply changed. In a few cases additional requirements are imposed. Thus, revisions to plans, additional time and subsequent fees by Cornerstone for processing are therefore needed.

It was also discovered that the property across the Fresno River at the bridge location is privately owned, even though the river is under the ACOE, USBR, and other governing agencies' jurisdiction. The ACOE and USBR are requiring the property taken out of private ownership and placed in the City's name. A Title Report, legal descriptions, and exhibits now need to be prepared. The owner is being engaged for title acquisition.

DISCUSSION:

Additional services needed for completion of the plans and specifications preparation and the permitting process are as follows:

- **Title Reports**
During final design, Cornerstone executed a contract with a title insurance company to provide a preliminary title report for the USBR properties located along the north and south sides of the Fresno River. This was an unknown requirement until recently. An additional Title Report was required for the private property in the main channel of the Fresno River.
- **Madera Irrigation District (MID) Required Temporary Canal Bypass**
After the 90 percent design drawings were submitted, MID requested the plans and specifications be modified to include temporary canal bypass pumping that is to be implemented during the construction of the underground pipelines for both canals located on each side of the river.
- **Additional Effort Required to Complete – Project Permitting**
Additional communication, coordination, and site visits will be required to receive the final approval and permitting from the various agencies than what was originally planned over three years ago. Site visits by agencies are becoming more common as the agencies require more insight and understanding of the proposed bridge, civil, structural, and electrical design parameters and construction activities.
- **Additional Effort Required to Complete – USBR Coordination & NEPA Clearance**
Over the course of the last three years, additional time was expended working with USBR to process the application. After almost three years of plan processing with USBR, a kickoff meeting was finally agreed to which moved the application process along to the final stages. As a result, USBR will be agreeing to a less expensive Categorical Exclusion (CE) for NEPA compliance. Unfortunately, the original budget was expended, and additional time had to be incurred to achieve these results.

The current agreement with CORNERSTONE for engineering and permitting services is for \$1,025,144 plus 10 percent contingencies. All contingencies have been expended.

The overall contract scope has not changed and still includes:

- Structural Engineering
- Civil Engineering
- Geotechnical Engineering
- Hydraulic Engineering
- Environmental permitting pursuant to the California Environmental Quality Act
- Electrical Engineering
- Permitting efforts at required regulatory agencies
- Preparation of construction plans (currently at 90 percent)
- Construction specifications (currently at 90 percent)
- An engineer's estimate of construction costs.

The added fees for the additional time is limited to the areas of Environmental Permitting. Permitting from required regulatory agencies, and revisions to the 90 percent construction plans and specifications. The additional time needed is a result of reviews and requirements by the regulatory agencies over a three-year period that were never anticipated. Based on the additional work, Cornerstone provided a detailed cost proposal of \$99,825. Amendment No 1 includes the total cost for the additional work at \$99,825 plus an additional 10 percent for contingencies.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. All engineering design funding is from the Transportation Development Impact Fees (DIF) (Account 40930000) and is included in the 2026/27 Capital Improvement Program (CIP) Budget.

ALTERNATIVES:

As an alternative, the Council may elect to reject the proposed amendment to the contract with Cornerstone and provide direction to Staff on next steps.

ATTACHMENTS:

1. Location Map
2. Resolution approving Amendment No. 1
Exhibit A: Amendment No. 1

Attachment 1

Project Location

Project Location



Attachment 2

Resolution

RESOLUTION NO. 26-

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

WHEREAS, on August 3, 2022, the City Council (Council) adopted Resolution No. 22-124 approving a consultant services agreement with Cornerstone Structural Engineering Group, Inc for Engineering Design Services for the design and permitting of the Westberry Bridge, City Project No. B-2 (Project)

WHEREAS, additional engineering services are needed to complete the Project engineering documents and permitting services through various agencies; and

WHEREAS, Cornerstone provided an engineering proposal for additional engineering and permitting services in the amount of \$99,825.

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 approves Amendment No. 1 in amount of \$99,825 to the Agreement with Cornerstone Structural Engineering Group, Inc, a copy of which is attached hereto as Exhibit A and incorporated by reference.
3. Council authorizes 10 percent contingencies for Amendment 1.
4. This Resolution is effective immediately upon adoption.

Exhibit A

Amendment No. 1

AMENDMENT NO. 1

CONSULTANT SERVICES AGREEMENT WITH CORNERSTONE STRUCTURAL ENGINEERING GROUP INC. FOR ENGINEERING DESIGN SERVICES FOR THE CITY OF MADERA WESTBERRY BRIDGE PROJECT, CITY PROJECT B-02

This Amendment No. 1 to Agreement with Cornerstone Structural Engineering Group Inc for engineering design services for the City of Madera Westberry Bridge Project, City Project B-02 (Agreement) between the City of Madera (City) and Cornerstone Structural Engineering Group Inc (CORNERSTONE) is entered into this ____ day of October, 2026.

RECITALS

WHEREAS, CITY and CORNERSTONE entered into an agreement dated August 3, 2022, for professional engineering services for the Westberry Bridge City Project B-2 (Project); and

WHEREAS, changes to the CORNERSTONE agreement are needed to add additional design and permitting services as shown in Exhibit A; and

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

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CORNERSTONE agree that the Agreement for Engineering Design Services for the Project dated August 3, 2022 between CITY and CORNERSTONE shall be amended as follows:

A. Section 2 of the Agreement is amended to read as follows:

2. SCOPE OF WORK

CONSULTANT shall provide the professional engineering services as set forth in **EXHIBIT A**, and **EXHIBIT A-1** "Scope of Work", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

B. Section 6 of the Agreement is amended to read as follows:

6. COMPENSATION

The basic fee for the work tasks itemized in EXHIBIT B, "Fee and Hourly Rate Schedule" shall not exceed \$ 1,015,144.00 (one million, fifteen thousand, one hundred forty-four dollars and zero cents. Change Order No. 1 revised this amount to

\$1,116,584.00. Additionally, the not to exceed fee for work itemized in Scope of Work listed in Exhibit A-1 is \$99,825. As a result, the Total Contract amount, including the original contract, this amendment, and Change Order No. 1 (\$101,440) is \$1,216,427.00.

CITY and CONSULTANT agree on the basic compensation at shown on **EXHIBIT B, FEE AND RATE SCHEDULE**. Tasks 0, 1, 2, 4, 5 and 6 shall be billed on a percentage complete basis and the charge rate schedule shall not apply. Tasks 3, 7, Optional Task 1, and any change orders shall be billed on an hourly basis as shown on EXHIBIT B and the charge rate schedule shall apply. Hourly rates shown on the charge rate schedule may be increased no more than annually for cost-of living adjustments as mutually agreed between CITY and CONSULTANT. It is understood and agreed by both parties that all reasonable expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

- C. Section 8 of the Agreement is amended to read as follows:

8. EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget; provided, however the City Engineer's authority is limited to expenditures not to exceed the amount of \$9,982.50.

- D. Subsection 12(d) (Time of Completion) is amended to read as follows:

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31st, 2028, unless extended by mutual agreement.

- E. The Agreement is amended to add Exhibit A-1 to the Scope of Work.
- F. Except as set forth in this Amendment No. 1 all other terms and conditions in the Agreement shall remain in full force and effect.
- G. This Amendment No. 1 to the Agreement shall be effective upon full execution by both parties.

(SIGNATURES ON NEXT PAGE)

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

CITY OF MADERA

**CORNERSTONE STRUCTURAL ENGINEERING
GROUP INC.**

By: _____
Cecelia K. Gallegos, Mayor

By: _____

Title:

Taxpayer ID Number:20-0803404

APPROVED AS TO LEGAL FORM

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

EXHIBIT A-1
To Amendment No 1

Exhibit A-1

This addition to the Scope of Work (Exhibit A-1) is intended to provide background as to the additional tasks and associated costs to complete the work.

USBR Title Report

During Final Design, the Consultant project delivery team executed a contract with a Title Insurance Company to provide a preliminary title report for the USBR properties located along the north and south sides of the Fresno River.

Madera Irrigation District (MID) Required Temporary Canal Bypass

MID requested the previously submitted 90% design drawings be updated to include plans for temporary canal bypass pumping to be implemented during the construction of the underground pipelines for each canal, Lateral 24.2.

Additional Effort Required to Complete – Project Permitting

Application permits are being held up for the Project by most agencies other than the Central Valley Flood Protection Board Permit (submitted in January 2025). To receive the final permits, additional communication, coordination, and site visits with agencies will be required. Site visits are also becoming more common with agencies and can help lend insight and understanding to agencies regarding the proposed project activities.

USBR Coordination & NEPA Clearance

USBR application SF-299 application and fees were submitted over three years ago. After several calls, meetings, and multiple email correspondence items with USBR over the last three years a kickoff meeting with USBR staff, MID staff, and the city on October 14, 2025. USBR verbally stated a Categorical Exclusion (CE) versus an Environmental Assessment can be prepared for NEPA compliance, but the consultant budgets had been depleted to get to this point. The Categorical Exclusion still needs to be prepared and filed. USBR is still preparing a Letter of Agreement to the City of Madera which will need to be vetted and executed by the parties. The parties anticipate technical studies completed and submitted in 2023 for biological and cultural resources are still in compliance with current CEQA and NEPA regulations are still acceptable to USBR without updates/additional revisions.

Time of Completion

The permitting agencies were expected to be measured, the permitting effort can reasonably be extended to December 31, 2028.

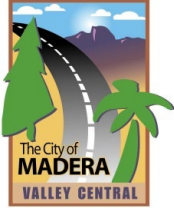
Additional Scope of Work and Amount

The current not to exceed amount of the Agreement and Change Order no. 1 is \$1,116,584. The additional amount of \$99,825 (plus 10% contingencies) will bring the total fee to \$ 1,216,427.

CONSULTANT shall perform additional work on Task 0 through Task 2 as set forth below in an additional amount not-to-exceed \$99,825. References to “budget” in the following table refer to the not-to-exceed amount as to each task and total Agreement amounts.

Additional Services			
Task	Original Contract Budget	Additional Budget Request	Revised Total Budget
Task 0 through Task 2 Project Management; Update Project Technical Studies; Environmental Approval; Permitting & Final Design	Lump Sum \$987,753	Lump Sum \$99,825	Lump Sum \$1,087,578
Task 3 Assistance During Bidding	T&M \$15,040	T&M \$0	T&M \$15,040
Task 4 Low Flow Estimate and Hydraulic Modeling of Discharges	Lump Sum \$9,435	Lump Sum \$0	Lump Sum \$9,435
Task 5 Street Lighting Design Services	Lump Sum \$13,740	Lump Sum \$0	Lump Sum \$13,740
Task 6 Extend Modeling 1.8 Miles Upstream to Eastern City	Lump Sum \$7,546	Lump Sum \$0	Lump Sum \$7,546
Task 7 Reimbursable Expenses	T&M \$3,000	T&M \$0	T&M \$3,000
Optional Task No. 1 Construction Support Services	T&M \$80,070	T&M \$0	T&M \$80,070
Totals	\$1,116,584	\$99,825	\$1,216,427

Total Additional Budget	Lump Sum
	\$99,825
Total Revised Contract Budget	\$1,216,427



REPORT TO CITY COUNCIL

Approved by:

Harpiar Gandhi
Harpiar Gandhi, Public Works Director

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-11

SUBJECT:

Amendment No. 2 to Agreement with Stantec Consulting Services, Inc. for additional Engineering Services for the ongoing projects at the Wastewater Treatment Facility

RECOMMENDATION:

Adopt a Resolution approving Amendment No. 2 to the Agreement with Stantec Consulting Services, Inc. for the Wastewater Treatment Plant (WWTP) Improvements Project, authorizing additional construction-phase engineering support through completion of the new IPS wet well, for a total not-to-exceed amount of \$113,000

SUMMARY:

The City is in the midst of constructing a new headworks project at the WWTP as initially approved by Council at its December 4, 2024, meeting. On November 19, 2025, Council approved Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. (Stantec) in the amount of \$160,000, which provided additional engineering support during construction and the design of a new IPS wet well to replace the existing structure, which was found to be severely deteriorated.

Since that time, two changes have extended the construction schedule beyond what Amendment No. 1 anticipated. First, the contractor, Gateway Pacific Constructors, Inc. (Gateway Pacific), has requested to extend completion of the base project from August 2026 to November 2026 because the new screening and odor control facilities have not yet been tested or commissioned. Second, Stantec has completed the design of the new IPS wet well and prepared a change order request for Gateway Pacific to construct it, with construction anticipated to be completed by April 2027.

Given Stantec's role as the engineer of record, City staff requested that the firm submit a proposal (Contract Amendment No. 2) to continue providing engineering services during construction through April 2027.

If approved, this amendment will ensure continued engineering support through completion of both the base project and the new IPS wet well, allowing construction to proceed without delay.

DISCUSSION:

The WWTP Improvements Project (Project 202324-19) has been in construction since February 2025. Gateway Pacific received a notice to proceed on February 3, 2025, and its approved baseline schedule set project completion (demobilization) for August 10, 2026. The construction-phase services approved under Amendment No. 1 were based on that schedule.

However, the contractor has not yet tested or commissioned the new screening and odor control facilities and has requested to extend completion of the base project to November 2026. This adds approximately three months of construction that is not covered under the current Agreement.

Construction of the New IPS Wet Well:

As reported to Council on November 19, 2025, a structural observation completed by Stantec in June 2025 found that the existing IPS wet well is no longer structurally sound, with missing concrete and corroded or missing reinforcing steel. City staff determined that the wet well must be removed and replaced to avoid imminent failure.

Following several months of coordination with City engineering, operations, and inspection staff, Stantec completed the design of the new wet well, which will be built to current building code standards and sized to accommodate the future 10.1 million gallons per day (MGD) plant capacity. Stantec also prepared a change order request, including detailed drawings and specifications, for Gateway Pacific to construct the new wet well (PCO No. 9). The schedule submitted by Gateway Pacific with PCO No. 9 shows wet well construction complete by April 2027 and requires Stantec to provide engineering services throughout construction.

In short, construction is now expected to continue through April 2027, approximately eight months beyond the engineering services funded under Amendment No. 1.

Proposed Scope of Work (Amendment No. 2)

1. Task 5.10 – Additional Construction Services
 - a. Stantec will:
 - i. Review 10 additional equipment/material submittals (excavation, temporary shoring, rebar, geofoam, level sensors, access hatches, ladders, coating, miscellaneous metals, and temporary pumping plan)
 - ii. Respond to 10 additional RFIs
 - iii. Support startup services, including review of the startup plan and testing results
 - iv. Participate in 25 additional virtual progress meetings (every other week)

- v. Provide one structural observation after the existing wet well is demolished
- vi. Attend one onsite meeting to document punch-list items after the wet well is complete
- vii. Prepare as-built record drawings based on markups from the contractor and construction manager

2. Task 5.11 – Contingency

- a. As-needed contingency hours to address potential project tasks that may be required. Contingency hours will only be used after receiving authorization from the City.

This amendment also extends the expiration date of the Agreement from March 1, 2027, to August 30, 2027 to allow Stantec to complete construction support and the as-built record drawings.

It should be emphasized that this item covers engineering services only. The cost to construct the new IPS wet well was previously addressed through approval of a change order to the construction contract with Gateway Pacific. On September 16, 2026 Council adopted Resolution 26-166 approving a contract change order to Gateway Pacific for \$3,300,000 to construct a new influent pump station wet well.

FINANCIAL IMPACT:

The total cost for the additional services is \$113,000. No additional appropriation is needed for this amendment as funding was approved during the September 16, 2026 council meeting (D-1: Change Order for the 2024 Wastewater Treatment Plant Improvement Project WWTP 24-01 for Construction of a New Influent Pump Station (IPS) Wet Well). The amendment will modify the Engineering Services Agreement No. 202324-19. Table 1 summarizes the cost of Amendment No. 2.

Table 1: Amendment No. 2 Fee Summary	
Task Description	Fee
Task 5.10: Additional Construction Services	\$88,000
Task 5.11: Contingency	\$25,000
Amendment No. 2 Total Fee	\$113,000

The contingency is approximately 28 percent of the construction services task, which is higher than typical. Staff supports this amount because the new wet well involves demolition and replacement of an aging, below-grade structure at an operating treatment plant, where unforeseen conditions are likely. With a contingency in place, staff can address issues

immediately rather than returning to Council. Also, contingency hours may only be used with City authorization. Table 2 summarizes the total Agreement with Stantec, including this amendment.

Table 2: <i>Stantec Agreement Summary</i>	
Agreement	Amount
Original Agreement (February 7, 2024)	\$582,000
Amendment No. 1 (November 19, 2025)	\$160,000
Amendment No. 2 (this item)	\$113,000
Total Agreement Amount	\$855,000

ALTERNATIVES:

Council may choose not to approve this amendment or request additional information on the matter.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: Amendment No. 2 to Agreement with Stantec Consulting Services, Inc. for Professional Engineering Consulting Services for Wastewater Treatment Plant Improvements
 - i. Exhibit A: Scope of Work
 - ii. Exhibit B: Fee Estimate
2. Amendment No. 1 to Agreement with Stantec Consulting Services, Inc. for Professional Engineering Consulting Services for Wastewater Treatment Plant Improvements
3. Agreement with Stantec Consulting Services for the Madera Wastewater Treatment Facility Improvement Project

Attachment 1

Resolution

RESOLUTION NO. _____

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

WHEREAS, the City of Madera entered into an agreement on February 7, 2024 with Stantec Consulting Services (Consultant) for professional engineering design services for Wastewater Treatment Plant Improvements (Agreement); and

WHEREAS, on November 19, 2025, the City Council approved Amendment No. 1 to the Agreement for additional construction-phase engineering services and the design of a new IPS wet well in the amount of \$160,000; and

WHEREAS, the construction schedule has been extended to complete the base project and construct the new IPS wet well, and the City requested additional construction-phase engineering services to be provided by the Consultant; and

WHEREAS, it is necessary to extend the term of the Agreement to complete the scope of work as defined in the Agreement.

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

1. The recitals listed above are true and correct.
2. The City approves Amendment No. 2 to the Agreement with Stantec for Professional Engineering Design Services Agreement, a copy of which is attached hereto and incorporated by reference as Exhibit A.
3. The Resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Amendment No. 2

Amendment No. 2

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

This Amendment No. 2 to the Professional Engineering Services Agreement (“Amendment No. 2”) is entered between the City of Madera, a Municipal Corporation (“City”), and STANTEC CONSULTING SERVICES, INC., located in Roseville CA, (“Consultant”).

RECITALS

WHEREAS, on February 7, 2024, City and the Consultant entered into an Agreement for professional engineering services for design of the Madera Wastewater Treatment Facility (WWTF) Improvements Project (“Agreement”); and

WHEREAS, on November 19, 2025, City and Consultant entered into Amendment No. 1 to the Agreement to add construction-phase engineering services and the design of a new IPS Wet Well, and to extend the Expiration Date of the Agreement to March 1, 2027; and

WHEREAS, the construction schedule for the WWTF Improvements Project has been extended to complete the base project and to construct the new IPS Wet Well, with construction anticipated to be complete by April 2027; and

WHEREAS, CITY and Consultant wish to amend the Agreement to add consultant participation during the extended construction phase of the work, which will include submittal review, RFI responses, startup support, attending construction progress meetings, site observations, and preparation of as-built record drawings, and to extend the term of the Agreement.

AGREEMENT

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

- A. SECTION 2. SCOPE OF WORK. Consultant shall perform the additional services set forth in Exhibit A, dated July 28, 2026, attached hereto and incorporated by reference.

- B. SECTION 5. COMPENSATION. The Parties agree that the Agreement is amended to provide that the compensation to be paid for the additional service as provided in Section 2 shall not exceed \$113,000 in accordance with the Fee and Billing Rates in Exhibit A and Exhibit B "Fee Estimate & Schedule of Billing Rates", which are incorporated by reference.
- C. SECTION 11. TIME OF COMPLETION. Subsection D is amended as follows: The Expiration Date of the Agreement is extended to August 30, 2027.
- D. Except as amended by this Amendment No. 1 and 2, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
- E. This Amendment No. 2 to Agreement shall be effective upon full execution by both Parties.

(SIGNATURES ON NEXT PAGE)

CITY OF MADERA

A municipal corporation of
the State of California

STANTEC CONSULTING SERVICES, INC.

By: _____
Cecelia K. Gallegos, Mayor

By: _____

Date: _____

By: _____

ATTEST:

Date: _____

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

Date: _____

Exhibits:

Exhibit A – Scope of Work

Exhibit B – Fee Estimate

Exhibit A - Scope of Work

Consultant shall perform the additional work:

Task 5.10: Additional Construction Services

Consultant shall review an additional 10 equipment/material submittals (excavation, temporary shoring, rebar, geof foam, level sensors, access hatches, ladders, coating, misc. metals, and temporary pumping plan), respond to an additional 10 contractor RFIs, support startup services (review startup plan and testing results) and attend an additional 25 virtual progress meetings (every-other-week progress meetings). Further, Consultant will provide one structure observation after the existing wet well is demolished and attend one on-site meeting to document punch-list items after the wet well is complete. Consultant will prepare as-built record drawings based on the markups from the Contractor and Construction Manager.

Task 5.11: Contingency

As-needed contingency hours are budgeted to address potential project tasks that may be required. The hours budgeted under Contingency will only be utilized after receiving authorization from the City of Madera.

PROJECT BUDGET AND TASK SUMMARY REPORT

The following table provides an estimate of budget needed to complete the engineering services during construction identified above.

Task Description	Fee
Task 5.10: Additional Construction Services	\$88,000
Task 5.11: Contingency	\$25,000
Amendment No. 2 Total Fee	\$113,000

Exhibit B

FEE ESTIMATE - Madera WWTF Improvements Project, Change Order 2



	Principal-in-Charge	PM & Process Engineer	Lead E&I Engineer	Process Engineer EIT	Senior Designer	ODCs	Capstone
Name	Beck, Steven	Cohen, Beth	Hoang, Long	Padilla, Mitchell	Bartos, Andy		
Project Billing Rate (T&M)	\$302	\$301	\$292	\$219	\$231	\$1.00	\$1.1
Total Units (T&M)	8	94	56	150	40	3,789	\$14,500
Fee (T&M)	2,416	28,294	16,352	32,813	9,240	3,789	\$15,950
Escalation (T&M)	112	1,316	761	1,526	430	0	\$0
Total Fee (T&M)	2,528	29,610	17,113	34,339	9,670	3,789	\$15,950

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0	0	0	0	\$0.00
Time & Material	348	93,261	3,789	15,950	\$113,000.00
Total	348	93,261	3,789	15,950	\$113,000.00

Task Code	Task Name	Start Date	End Date	Units						
5.10	Engineering Services During Construction	2026-07-28	2027-01-31							
	Ad1 Submittal Review (10 submittals)	2026-07-28	2027-01-31	20.00	30.00	20.00				8,000.00
	Ad1 RFI Response (10 RFIs)	2026-07-28	2027-01-31	10.00	10.00	10.00				4,000.00
	Startup Services (troubleshooting)	2026-07-28	2027-01-31	16.00	16.00	8.00				
	Virtual Progress Meetings	2026-07-28	2027-01-31			50.00				
	On-Site Meeting (1 structural and 1 punch list)	2026-07-28	2027-01-31	8.00	8.00	8.00		3,726.93	2,500.00	
	As-Built Drawings	2026-07-28	2027-01-31				40.00			
	Contingency	2026-07-28	2027-01-31	40.00		54		62.48		

Task Type	Hours	Labour	Expense	Subs	Total
Time & Material	347.83	\$93,260.59	\$3,789.41	\$15,950.00	\$113,000.00
Time & Material	70.00	\$20,051.31	\$0.00	\$8,800.00	\$28,851.31
Time & Material	30.00	\$8,497.74	\$0.00	\$4,400.00	\$12,897.74
Time & Material	40.00	\$11,762.88	\$0.00	\$0.00	\$11,762.88
Time & Material	50.00	\$11,459.39	\$0.00	\$0.00	\$11,459.39
Time & Material	24.00	\$6,881.91	\$3,726.93	\$2,750.00	\$13,358.84
Time & Material	40.00	\$9,669.84	\$0.00	\$0.00	\$9,669.84
Time & Material	93.83	\$24,937.52	\$62.48	\$0.00	\$25,000.00

Exhibit B



SCHEDULE OF BILLING RATES – 2026 (USD)

Billing Level	Hourly Rate	Description
3	\$138	Junior Level position - Independently carries out assignments of limited scope using standard procedures, methods and techniques - Assists senior staff in carrying out more advanced procedures - Completed work is reviewed for feasibility and soundness of judgment - Graduate from an appropriate post-secondary program or equivalent - Generally, one to three years' experience
4	\$147	
5	\$164	
6	\$172	Fully Qualified Professional Position - Carries out assignments requiring general familiarity within a broad field of the respective profession - Makes decisions by using a combination of standard methods and techniques - Actively participates in planning to ensure the achievement of objectives - Works independently to interpret information and resolve difficulties - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, three to six years' experience
7	\$186	
8	\$194	
9	\$203	First Level Supervisor or first complete Level of Specialization - Provides applied professional knowledge and initiative in planning and coordinating work programs - Adapts established guidelines as necessary to address unusual issues - Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgement - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, five to nine years' experience
10	\$212	
11	\$228	
12	\$240	Highly Specialized Technical Professional or Supervisor of groups of professionals - Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise - Participates in short and long range planning to ensure the achievement of objectives - Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures - Reviews and evaluates technical work - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, ten to fifteen years' experience with extensive, broad experience
13	\$251	
14	\$271	
15	\$285	Senior Level Consultant or Management - Recognized as an authority in a specific field with qualifications of significant value - Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise - Independently conceives programs and problems for investigation - Participates in discussions to ensure the achievement of program and/or project objectives - Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, more than twelve years' experience with extensive experience
16	\$304	
17	\$313	
18	\$314	Senior Level Management under review by Vice President or higher - Recognized as an authority in a specific field with qualifications of significant value - Responsible for long range planning within a specific area of practice or region - Makes decisions which are far reaching and limited only by objectives and policies of the organization - Plans/approves projects requiring significant human resources or capital investment - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, fifteen years' experience with extensive professional and management experience
19	\$326	
20	\$337	
21	\$358	

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

Attachment 2

**Amendment No. 1 to Agreement with Stantec Consulting Services, Inc. for
Professional Engineering Consulting Services for Wastewater Treatment Plant
Improvements**

RESOLUTION NO. 25-248

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH STANTEC
CONSULTING SERVICES, INC. FOR THE MADERA WASTEWATER
TREATMENT FACILITY (WWTF) IMPROVEMENTS PROJECT, AUTHORIZING
ADDITIONAL CONSTRUCTION-PHASE ENGINEERING SUPPORT AND THE
DESIGN OF A NEW INFLUENT PUMP STATION (IPS) WET WELL, FOR A
TOTAL NOT-TO-EXCEED AMOUNT OF \$160,000.**

WHEREAS, the City of Madera entered into an agreement on February 7, 2024 with Stantec Consulting Services (Consultant) for professional engineering design services for Wastewater treatment Plant Improvements (Agreement); and

WHEREAS, the City requested additional services to be provided by the Consultant related to the design of a new wet well and additional construction management services; and

WHEREAS, it is necessary to extend the term of the Agreement to complete the scope of work as defined in the Agreement.

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

1. The recitals listed above are true and correct.
2. The City approves Amendment No. 1 to the Agreement with Stantec for Professional Engineering Design Services Agreement, a copy of which is attached hereto and incorporated by reference.
3. The Resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera on this 19th day of November 2025 by the following vote:

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

NOES: None.

ABSTENTIONS: None.

ABSENT: Mayor Gallegos.

APPROVED:

JOSE RODRIGUEZ, Mayor Pro Tem

ATTEST:

ALICIA GONZALES, City Clerk



Attachment 2

Amendment No. 1

AMENDMENT NO. 1 TO AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR THE MADERA WASTEWATER TREATMENT FACILITY (WWTF) IMPROVEMENTS PROJECT, AUTHORIZING ADDITIONAL CONSTRUCTION-PHASE ENGINEERING SUPPORT AND THE DESIGN OF A NEW INFLUENT PUMP STATION (IPS) WET WELL FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$160,000

This Amendment No. 1 to the Professional Engineering Services Agreement ("Amendment No. 1") is entered between the City of Madera, a Municipal Corporation ("City"), and STANTEC CONSULTING SERVICES, INC., located in Roseville CA, ("Consultant").

RECITALS

WHEREAS, on February 7, 2024, City and the Consultant entered into an Agreement for professional engineering services for design of the Madera Wastewater Treatment Facility (WWTF) Improvements Project ("Agreement"); and

WHEREAS, CITY and Consultant wish to modify the Scope of Work required to complete this project; and

WHEREAS, CITY and Consultant wish to amend the Agreement to add consultant participation during the construction phase of the work which will include submittal review, attending construction progress meetings and review of contractor change orders, site visits, and preparation of record drawings and additional consulting services for the design of a new IPS Wet Well.

AGREEMENT

Based on the foregoing recitals, the Parties hereto mutually agree as follows:

- A. SECTION 2. SCOPE OF WORK. The parties agree that CITY has requested additional services outlined in Exhibit A, dated November 13, 2025, attached hereto and incorporated by reference.

- B. SECTION 5. COMPENSATION. The Parties agree that the Agreement is amended to provide that the compensation to be paid for the additional service as provided in Section 2 shall not exceed \$160,000 in accordance with the Fee and Billing Rates in Exhibit A and Exhibit B "Rate Table".
- C. SECTION 11. TIME OF COMPLETION. Subsection D is amended as follows: The Expiration Date of the Agreement is extended to March 1, 2027.
- D. Except as amended by this Amendment No. 1, all other terms, and conditions of the Agreement, as amended, remain in full force and effect.
- E. This Amendment No. 1 to Agreement shall be effective upon full execution by both Parties.

(SIGNATURES ON NEXT PAGE)

CITY OF MADERA

A municipal corporation of
the State of California
Jose Rodriguez, Mayor Pro Tem for

By: [Signature]
Cecelia K. Gallegos, Mayor

Date: 11/20/25

STANTEC CONSULTING SERVICES, INC.

By: [Signature]
Steven L. Beck, Senior Principal

By: _____

Date: 11/19/25

ATTEST:

By: [Signature]
Alicia Gonzales, City Clerk

Date: 12/4/25

APPROVED AS TO FORM:

By: [Signature]
Shannon L. Chaffin, City Attorney

Date: 12/3/25



Exhibits:

Exhibit A – Scope of Work
Exhibit B – Fee Schedule

Exhibit A - Scope of Work

Consultant shall perform the additional work:

Task 5.08: Additional Construction Services

Consultant shall review an additional 30 equipment/material submittals, respond to an additional 30 contractor RFIs, and attend an additional 40 progress meetings.

Task 5.09: Design New IPS Wet well

Consultant will prepare stamped and signed drawings and specifications associated with the demolition of the existing IPS wet well, construction of a new wet well, and remediation of the exiting influent junction box. This includes one site in inspection when the wet well is demolished for the purposes of a final inspection on the remaining conjoined wall and to verify integrity prior to final mitigation.

Submittals and RFIs related to the IPS will be reviewed under Task 5.08.

The new IPS wet well design shall include:

- the same footprint as the existing wet well (but shall not have the fillets at the bottom of the tank- to increase the working volume of the tank) and shall serve the future design capacity of 10.1MGD average daily flow (based on design standards ANSI.HI-9.8-2018, section 9.8.3.14)
- remediation measures for the common wall (shared between the new wet well and the existing IPS dry well)
- the water level shall be raised to 213.0 (Currently, 212) to increase the working volume of the wet well and to decrease the excess H₂S release from cascading waterfall
- the wet well shall remain connected to the existing odor control system and existing IPS pumps
- concrete shall be lined or coated to protect from corrosion
- top slab shall be near grade with two SST access hatches and safety grates
- the wet well shall have new level floats and level sensors
- shall be designed in accordance with 2022 CBC

PROJECT BUDGET AND TASK SUMMARY REPORT

The following table provides a breakdown of budgetary costs needed to complete the engineering services during construction of the wet well identified above.

Task Description	Fee
Task 5.08: Additional Construction Services	\$101,000
Task 5.09: Design New IPS Wetwell	\$59,000
Change Order 1 Total Fee	\$160,000

Exhibit B



Fee Schedule - For Additional Scope of Work

				Principal-in-Charge	PM & Process Engineer	Lead E&I Engineer	Process Engineer EIT	Senior Designer	ODCs	Capstone						
Name				Beck, Steven	Cohen, Beth	Hoang, Long	Padilla, Mitchell	Bartos, Andy			Project Summary					
Project Billing Rate (T&M)				\$302.00	\$301.00	\$292.00	\$219.00	\$231.00	\$1.00	\$1.10	Hours	Labour	Expense	Subs	Total	
Total Units (T&M)				27.00	80.00	60.00	194.00	40.00	331.80	50,000.00	Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fee (T&M)				\$8,154.00	\$24,080.00	\$17,520.00	\$42,486.00	\$9,240.00	\$331.80	\$55,000.00	Time & Material	401.00	\$104,668.20	\$331.80	\$55,000.00	\$160,000.00
Escalation (T&M)				\$256.17	\$756.52	\$550.43	\$1,334.78	\$290.30	\$0.00	\$0.00	Total	401.00	\$104,668.20	\$331.80	\$55,000.00	\$160,000.00
Total Fee (T&M)				\$8,410.17	\$24,836.52	\$18,070.43	\$43,820.78	\$9,530.30	\$331.80	\$55,000.00						
Task Code	Task Name	Start Date	End Date	Units							Task Type	Hours	Labour	Expense	Subs	Total
5	Engineering Services During Construction	2025-10-20	2026-09-29								Time & Material	401.00	\$104,668.20	\$331.80	\$55,000.00	\$160,000.00
5.08	Additional Meetings, Submittals, RFIs	2025-10-20	2026-09-29	20.00	60.00	60.00	174.00		69.25	17,000.00	Time & Material	314.00	\$82,230.75	\$69.25	\$18,700.00	\$101,000.00
5.09	Design New IPS Wetwell	2025-10-20	2026-09-29	7.00	20.00		20.00	40.00	262.55	33,000.00	Time & Material	87.00	\$22,437.45	\$262.55	\$36,300.00	\$59,000.00

Attachment 3

**Agreement with Stantec Consulting Services for the Madera Wastewater
Treatment Facility Improvement Project**

RESOLUTION NO. 24-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AWARDED A CONTRACT FOR ENGINEERING SERVICES AT
THE WASTEWATER TREATMENT FACILITY IN RESPONSE TO REQUEST FOR
PROPOSAL (RFP) NO. 202324-19 TO STANTEC CONSULTING SERVICES, INC.**

WHEREAS, In November 2023, the City published a Request for Proposal (RFP) No. 202324-19 for Design and Engineering Services for Wastewater Treatment Facility (WWTF) Improvements; and

WHEREAS, the City desires to improve the daily capacity of the WWTF to meet the demands of future growth while conforming to State guidelines; and

WHEREAS, two bids were received and Stantec Consulting Services, Inc., is the City's selection to perform the services; and

WHEREAS, the federal stimulus funds provided via The American Rescue Plan Act of 2021 (ARPA) are available for water and sewer infrastructure investments; and

WHEREAS, the City desires to use ARPA funds to finance the capital improvement project.

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

1. The above recitals are true and correct.
2. The City Council approves awarding a contract for engineering services to Stantec Consulting Services, Inc.
3. The Mayor of the City of Madera is authorized to execute the contract and all documents necessary to effectuate the contract in behalf of the City.
4. The resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 7th day of February 2024 by the following vote:

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

NOES: None.

ABSTENTIONS: None.

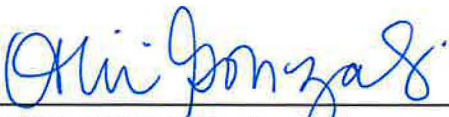
ABSENT: Councilmember Evans.

APPROVED:



SANTOS GARCIA, Mayor

ATTEST:



ALICIA GONZALES, City Clerk



**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
CITY OF MADERA
AND
STANTEC CONSULTING SERVICES, INC.**

This Agreement for Design and Engineering Services for the City of Madera Wastewater Treatment Facility (WWTF) Improvements, Request for Proposal (RFP) No. 202324-19 ("Agreement") is made and entered into this 2nd day of February 2024, between the City of Madera, a municipal corporation of the State of California, hereinafter called "**CITY**", and Stantec Consulting Services, Inc. hereinafter called "**CONSULTANT**."

RECITALS

WHEREAS, CITY plans to make improvements to the WWTF, ('Project'); and

WHEREAS, CITY needs the services of a professional engineering firm to provide design and engineering services for the Project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional design and engineering services and is knowledgeable of the principals and practices of the industry associated with design and engineering; and

WHEREAS, CITY desires to enter this Agreement with CONSULTANT for such professional design and engineering services.

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

AGREEMENT

1. SERVICES OF CONSULTANT:

CONSULTANT will provide professional design and engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional architectural and engineering management services as set forth in **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work which is attached and incorporated by reference as **EXHIBIT A.**

4. CITY'S OBLIGATIONS:

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits.

5. COMPENSATION:

The total compensation for the work tasks itemized in **EXHIBIT B, "Fee and Hourly Rate Schedule,"** attached hereto and incorporated herein by reference is \$582,00.00.

CITY and CONSULTANT agree on the rates shown in **EXHIBIT B,** and agree that they will remain in effect until the date of expiration of Agreement indicated in Section 11. It is understood

and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in **EXHIBIT B**.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the Project Manager in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget; provided, however, the Project Manager authority is limited to expenditures not to exceed the amount of \$58,200.00.

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records, and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

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

The provision will survive expiration or termination of this Agreement.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings, and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed, and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in **EXHIBIT D, "Work Schedule,"** which is attached and incorporated herein by reference.

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

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

D. CONSULTANT shall complete all services required under this Agreement and this Agreement on or before September 30, 2024 ('Expiration Date'). The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90-days in advance of expiration, for a period not to exceed one 1 additional one-year extension. Any extension requiring increased compensation will require approval by the City Council.

12. TERMINATION OF AGREEMENT:

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT.
2. A failure by CONSULTANT to comply with any material term of this Agreement.
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify CITY for its own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against

any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. CONFLICT OF INTEREST:

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

Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

Consultant shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et seq.).

Consultant represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

This Section 16 shall survive expiration or termination of this Agreement.

PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers

of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition, or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract, or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of

California, located in Fresno, CA. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. CONSULTANT'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

City of Madera
Attn: Arnaldo Rodriguez
205 W. 4th Street
Madera, CA 93637
Phone: 559-661-5400
Email: arodriguez@madera.gov

CONSULTANT

Stantec Consulting Services Inc.
2250 Douglas Boulevard, Suite 260
Roseville CA 95661-4207
Phone: *(916) 826-3665*
Email: *steven.beck@stantec.com*

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA

a municipal corporation

By:

Cece Gallegos
Cece Gallegos, Mayor Pro Tem, for &obo
Santos Garcia, Mayor

STANTEC CONSULTING SERVICES, INC.

By:

Sen 1 B2
11-2167170
Taxpayer I.D. Number

Date:

03/06/24

Date:

2/14/2024

ATTEST:

By:

Alicia Gonzales
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By:

Shannon L. Chaffin
Shannon L. Chaffin, City Attorney

Date:

2/20/24

Exhibits:

- Exhibit A - Scope of Services
- Exhibit B - Fee and Hourly Rate Schedule
- Exhibit C - Insurance Requirements for Consultants
- Exhibit D - Work Schedule
- Exhibit E - Disclosure of Conflict of Interest



B. GENERAL REQUIREMENTS

1. Understanding and Approach

The City owns and operates the Madera Wastewater Treatment Plant (WWTP) and is regulated by Waste Discharge Requirements (WDR) Order No. R5-2022-0074. The plant treats an existing flow rate of 5.15 Mgal/d and has a design capacity of 10.1 Mgal/d, to accommodate future growth. However, the updated WDR limits the permitted flow rate to 7.0 Mgal/d. The sanitary sewer collection system delivers wastewater to the plant, where it is comingled with septage receiving station effluent, processed by two mechanical screens, and pumped to grit chambers and primary clarifiers. Primary effluent is pumped to oxidation ditches and secondary clarifiers, before being discharged into percolation disposal ponds. Scum and waste sludge is sent to anaerobic digesters and centrifuges, which produce biosolids that are hauled off site for further treatment and disposal.

Much of the treatment plant infrastructure was built in the 1970s. Although some equipment was replaced during the 2006 expansion project and the 2019 Rehabilitation Project, there are still many assets that were installed nearly 50 years ago and have reached their life expectancy.

Recent improvements to the plant include the:

- 2008 WWTF Upgrade and Expansion Project (secondary treatment upgrades, including biological nutrient removal with oxidation ditches and clarifiers),
- 2019 Phase I Rehabilitation Project (equipment replacement in the primary clarifiers, digesters, oxidation ditches, and construction of new plant water supply wells, and primary effluent pump station- **DESIGNED BY STANTEC**),
- 2021 Groundwater Monitoring Well Project (including removal of inoperable wells and installation of new/deeper wells - **DESIGNED BY STANTEC**),
- Several WWTF Master Plans **PREPARED BY STANTEC** (including the critical operations report, WWTF staffing plan, WWTF capacity assessment, 2015 condition assessment & 2019 equipment assessment, 2020 report of waste discharge, and current [2023/2024] quarterly/annual groundwater monitoring reports and antidegradation analysis- Stantec is currently under contract for permitting assistance and ongoing groundwater analysis.)

We understand the main purpose of this project is to replace and repair aging infrastructure and to develop a project that will provide the most cost-effective solution for long term operation of the WWTF.

Stantec's management approach to the Madera WWTF Improvements Project will be based on our proven track record of delivering wastewater treatment design projects for small to medium sized local communities. Our project manager, Beth Cohen's approach relies on a detailed scope of services where every member of the design team is assigned a specific role and responsibility and the team is focused on the success of the project as a whole. The proposed team for this project has worked together for 20 years. We encourage the City staff to visit any of the WWTF designed by Stantec, especially the ones designed by the team selected for this project.

Success of the project is defined not only by delivering the design documents on budget and on schedule, but more importantly by an operator friendly WWTF that reduces the risk of failure, minimizes the costs borne by rate payers, and provides robust performance, with final costs at or below the City's budget.

2. Scope of Services

The detailed scope of services presented below outlines the step- by-step approach Stantec will use to deliver the project.

TASK 1: PROJECT MANAGEMENT AND SCHEMATIC DESIGN

Task 1.01 Project Management: Stantec will provide project management and administrative services including staff assignments, monitoring and control of progress of each major item of work, monitoring and control of time and expenses on each major task, and coordination regarding contractual, billing, and project funding and permitting issues. The project manager will be responsible for coordinating QA/QC. Stantec will complete quality control reviews and constructability reviews of the drawings, specifications, and other bidding documents between the schematic design and 60 percent submittals and between 60 and 90 percent submittals. Documents will be reviewed for correctness, completeness, and coordination with other documents and between disciplines. The QA/QC process will involve senior engineers.

Deliverables: Workplan, schedule, monthly invoices, meeting agenda and minutes, QA/QC plan.

Task 1.02 Meetings and Information Gathering: During design, Stantec will participate in kick-off and progress meetings with the City. This subtask includes meeting preparation, virtual attendance, and preparation of meeting minutes for up to five virtual meetings. During the kickoff meeting, Stantec will confirm project goals and strategies, request data and documentation desired for project implementation. Stantec will review record drawings for utility and topographic data.

Deliverables: Meeting agenda and minutes, archive files collected and prepared during project.

Task 1.03 Basis of Design Report: Stantec will prepare a Basis of Design Report (BDR) that describes the investigation and evaluation of the improvements project and will provide the basis of design and criteria for the Recommended Project. The following sections will be included in the PDR:

- Influent Lift Station Improvements
- Headworks Screening Upgrades
- Septage Receiving Station Replacement
- Primary Clarifier Influent Mixing
- Secondary Clarifier Scum Pump
- Digester Cover Coating
- Preliminary Cost Estimate and Schedule
- Draft specification list

In addition to the items noted in the RFP, we will investigate the need to recoat the digester tank covers, to prevent further rusting and hazardous gas leaking (see City Council meeting minutes from 11/20/2019 and Phase 1 Rehab Project documents).

This task includes preliminary design drawings (~30 percent complete). At a minimum, these will include equipment layouts and process and instrumentation diagrams.

Deliverables: Draft and Final Basis of Design Report, and preliminary (30% complete) design drawings.

TASK 2: DESIGN DEVELOPMENT

Task 2.01 60% Design: Comments from the previous submittal (from Task 1.03) will be incorporated and the design will be advanced to the approximate 60 percent completion point. The 60 percent submittal will have more developed structural, mechanical, civil, electrical, and controls/ instrumentation details. The submittal will include electrical one-line diagrams, a construction sequencing and process bypass plan, and a full set of draft specifications. It is anticipated that the City will provide comments at a progress meeting, occurring within two weeks after receiving the submittal. The

comments will be returned to the City once they have been incorporated into the design documents with a brief explanation indicating how comments are addressed.

Deliverables: Electronic files (PDF) of the design plans and technical specifications for 60% milestone submittal.

TASK 3: CONSTRUCTION DOCUMENT

Task 3.01 90% and Final Design: Stantec will provide City staff with a design submittal package of the drawings and specifications at 90 percent complete including an estimate of the probable construction costs. After receiving City review comments on the 90 percent submittal package, Stantec will incorporate these comments and prepare a 100 percent complete submittal package for City approval.

Deliverables: Electronic files (PDF) of the design plans and technical specifications for 90% and 100% milestone submittals (final design will be stamped and signed by Professional Engineers licensed in the state of California).

TASK 4: BIDDING SERVICES

Task 4.01 Pre-Bid Conference: Stantec will conduct a pre-bid conference with the general contractors, subcontractors, and other interested parties to explain the requirements for bidding the WWTF Improvements Project and the construction constraints and schedule milestones. Stantec will participate in mandatory site visit and walk-through at the WWTF for all pre-bid conference attendees.

Task 4.02 Respond to RFIs and Prepare Addenda: We will receive and respond to questions from the general contractors, subcontractors and suppliers during the bid period. We will keep a written log of questions and distribute responses to all plan holders and the City during the bid period. Stantec will prepare and distribute up to two addenda to address RFIs that require clarification of the Bid Documents.

Task 4.03 Bid Evaluation: Stantec will assist the City in reviewing the bids, qualification statements, and associated forms. We will prepare a letter summarizing the bid review and providing a General Contractor selection recommendation.

Deliverables: Electronic files (PDF) of the RFI responses, addenda, and bid evaluation.

TASK 5: CONSTRUCTION SERVICES

Task 5.01 Conformed Drawings: Stantec will prepare and distribute conformed drawings and specifications to incorporate changes made to the documents through addenda issued during bidding. The conformed documents are intended to provide clear consolidation of the project requirements for use by the construction management (CM) team and the general contractor

Deliverables: Provide a PDF file of the conformed set for City or Contractor reproduction.

Task 5.02 Attend Pre-Construction Meeting and Site Visits: The Stantec Design Engineer will attend the pre-construction meeting and the Contractor selected for the project.

During construction, Stantec design engineering staff will attend on-site meetings held periodically with the City staff, Construction Manager, and the Contractor to enable timely and effective resolution of important matters as they materialize and to confirm compliance of constructed work with the design intent. We have assumed attendance at five onsite meetings, for site observations, and the remaining progress meetings (ten meetings) will be attended virtually. During the final stages of construction, the Design Engineers will help the City in preparation of punch list items.

Task 5.03 Review Contractor Submittals: Upon receipt from the CM Team, Stantec design staff will review material, equipment, and operation manual submittals for compliance with the contract documents and the design intent. Review comments will be conveyed to the Construction Manager for processing and distribution. Submittals will be reviewed and returned to the Construction Manager within 30 calendar days, unless an earlier reply is requested on selected submittals.

Deliverables: Review and provide written electronic responses (PDF) for up to 20 submittals and 5 resubmittals.

Task 5.04 Respond to Contractor RFIs and Clarifications Stantec design staff will respond in writing and in a timely manner to requests for information (RFI's) from the Contractor. RFI's will be reviewed and returned to the Construction Manager. Stantec shall respond to RFI's in writing within 14 calendar days, unless an earlier reply is requested on selected RFI's.

Deliverables: Respond in writing electronically to an up to 20 RFIs.

Task 5.05 Assist in Review of Change Orders: Stantec will assist with the technical review, drawings and specifications for change orders prepared by the Construction Manager. It is assumed the Construction Manager will be responsible for preparing the change order document and negotiating the change order cost with the Contractor.

Deliverables: Respond in writing electronically to an estimated three (3) change orders.

Task 5.06 Prepare Record Drawings Stantec will prepare as-built record drawings based on the markups from the Contractor and Construction Manager. It is expected that the City's Construction Manager will verify that the as-built markups prepared by the Contractor are accurate and correct.

Deliverables: PDF and AutoCAD files of as-built record drawings will be delivered to the City.

3. Proposed Work Schedule

The proposed project schedule includes time dedicated to meetings, internal and City QA/QC, progress submittals, bidding and construction support. The following schedule presents the WWTF Improvements Project milestones, based on an assumed Notice to Proceed in January 2024:

- Notice to Proceed: January 2, 2024
- Kickoff Meeting: January 8, 2024
- Information Gathering: January to February 8, 2024
- Draft Basis of Design Report: March 28, 2024
- Final Basis of Design Report: April 28, 2024
- 30% Drawing Set: April 28, 2024
- 60% Progress Submittal: June 28, 2024
- 90% Progress Submittal: August 28, 2024
- 100% Progress Submittal: September 28, 2024
- Bidding Services: September to November 2024
- Construction Services: 18-months (12/24 to 7/26)
- Punch List: July 2026
- Record Drawings: September 2026

4. Responsible Engineer

Beth Cohen will be responsible for the project and is duly licensed in the State of California (license number C-70184, as evident by the following information provided by the BPELSG website).



COHEN, BETH

LICENSE NUMBER: 70184 LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR  EXPIRATION DATE: SEPTEMBER 30, 2024
SECONDARY STATUS: N/A
CITY: LOOMIS STATE: CALIFORNIA COUNTY: PLACER ZIP: 95650

5. Key Personnel Resumes

Key personnel resumes are included in Part D of this proposal.



PROPOSAL FOR MADERA WWTF IMPROVEMENTS DESIGN ENGINEERING

PROJECT 202324-19 | DECEMBER 12, 2023



Stantec Consulting Services Inc.
2250 Douglas Blvd, Roseville, CA 95661

December 12, 2023

Attention: Jennifer Stickman
Procurement Services Manager
City of Madera Finance Department
205 W. 4th Street
Madera, CA 93637

Reference: Madera WWTF Improvements Design Engineering Proposal

Dear Ms. Stickman,

Our fee estimate includes an estimate of labor hours to conduct and complete each task in the scope of services of our Proposal in conformance with the RFP. The fee estimate is broken out for each team member and subconsultant in a matrix format (work breakdown structure) showing hours and charge rates per team member. Also included is our Standard Billing Rates for 2024 showing hourly rates by skill classification.

Should you have any questions, please call me at (916) 826-3665. I am authorized to negotiate and approve any requested changes to or scope and fee estimate.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in black ink, appearing to read 'Beth Cohen', written over a horizontal line.

Beth Cohen PE
Principal Engineer
Phone: 916-541-2384
beth.cohen@stantec.com

A handwritten signature in blue ink, appearing to read 'Steven T. Beck', written over a horizontal line.

Steven Beck PE
Sr. Principal Engineer
Phone: 916-826-3665
steven.beck@stantec.com

Precedence-Change	Precedence & Precedence Change	OLC	Low EE Engineer	EE Designer	EE & Designer	Structural Engineer	Process Engineer EIT	Old Designer	Senior Designer	0001
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Project Overview									
Task Code		Task Name		Start Date		End Date		Name	
1		Project Management and Technical Design		2024-01-01		2024-03-31		Project Manager (PM) & Lead Engineer (LE)	
1.01	PM - Init & Kick-off	2024-01-01	2024-01-15	4.00	40.00	2024-01-16	2024-01-31	4.00	40.00
1.02	LE - Design & Engineering	2024-01-01	2024-01-31	16.00	160.00	2024-02-01	2024-02-28	16.00	160.00
1.03	PM - Review & Approvals	2024-01-01	2024-01-31	4.00	40.00	2024-02-01	2024-02-28	4.00	40.00
2		Design Development		2024-04-01		2024-06-30		Design Engineer (DE) & Project Engineer (PE)	
2.01	DE - Concept Design	2024-04-01	2024-04-30	8.00	80.00	2024-05-01	2024-05-31	8.00	80.00
3		Construction Management		2024-07-01		2024-09-30		Construction Manager (CM) & Site Engineer (SE)	
3.01	CM - Site Preparation	2024-07-01	2024-07-31	8.00	80.00	2024-08-01	2024-08-31	8.00	80.00
4		Roofing Services		2024-10-01		2024-11-30		Roofing Contractor (RC) & Project Engineer (PE)	
4.01	RC - Roof Structure	2024-10-01	2024-10-31	8.00	80.00	2024-11-01	2024-11-30	8.00	80.00
4.02	RC - Roofing Materials	2024-10-01	2024-10-31	8.00	80.00	2024-11-01	2024-11-30	8.00	80.00
4.03	RC - Roof Finishing	2024-10-01	2024-10-31	8.00	80.00	2024-11-01	2024-11-30	8.00	80.00
5		Construction Services		2024-12-01		2024-01-31		Construction Services (CS) & Project Engineer (PE)	
5.01	CS - General Contracting	2024-12-01	2024-12-31	8.00	80.00	2025-01-01	2025-01-31	8.00	80.00
5.02	CS - Electrical Services	2024-12-01	2024-12-31	8.00	80.00	2025-01-01	2025-01-31	8.00	80.00
5.03	CS - Plumbing Services	2024-12-01	2024-12-31	8.00	80.00	2025-01-01	2025-01-31	8.00	80.00
5.04	CS - HVAC Services	2024-12-01	2024-12-31	8.00	80.00	2025-01-01	2025-01-31	8.00	80.00
5.05	CS - Painting Services	2024-12-01	2024-12-31	8.00	80.00	2025-01-01	2025-01-31	8.00	80.00
Project Summary									
Task Code		Task Name		Start Date		End Date		Name	
1		Project Management and Technical Design		2024-01-01		2024-03-31		Project Manager (PM) & Lead Engineer (LE)	
2		Design Development		2024-04-01		2024-06-30		Design Engineer (DE) & Project Engineer (PE)	
3		Construction Management		2024-07-01		2024-09-30		Construction Manager (CM) & Site Engineer (SE)	
4		Roofing Services		2024-10-01		2024-11-30		Roofing Contractor (RC) & Project Engineer (PE)	
5		Construction Services		2024-12-01		2024-01-31		Construction Services (CS) & Project Engineer (PE)	
Total		Total		Total		Total		Total	
1		Project Management and Technical Design		2024-01-01		2024-03-31		Project Manager (PM) & Lead Engineer (LE)	
2		Design Development		2024-04-01		2024-06-30		Design Engineer (DE) & Project Engineer (PE)	
3		Construction Management		2024-07-01		2024-09-30		Construction Manager (CM) & Site Engineer (SE)	
4		Roofing Services		2024-10-01		2024-11-30		Roofing Contractor (RC) & Project Engineer (PE)	
5		Construction Services		2024-12-01		2024-01-31		Construction Services (CS) & Project Engineer (PE)	
Total		Total		Total		Total		Total	

SCHEDULE OF BILLING RATES – 2024 (USD)

Billing Level	Hourly Rate	Description
3	\$128	Junior Level position ☐ Independently carries out assignments of limited scope using standard procedures, methods and techniques ☐ Assists senior staff in carrying out more advanced procedures ☐ Completed work is reviewed for feasibility and soundness of judgment ☐ Graduate from an appropriate post-secondary program or equivalent ☐ Generally, one to three years' experience
4	\$135	
5	\$152	
6	\$158	Fully Qualified Professional Position ☐ Carries out assignments requiring general familiarity within a broad field of the respective profession ☐ Makes decisions by using a combination of standard methods and techniques ☐ Actively participates in planning to ensure the achievement of objectives ☐ Works independently to interpret information and resolve difficulties ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, three to six years' experience
7	\$172	
8	\$179	
9	\$187	First Level Supervisor or first complete Level of Specialization ☐ Provides applied professional knowledge and initiative in planning and coordinating work programs ☐ Adapts established guidelines as necessary to address unusual issues ☐ Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, five to nine years' experience
10	\$196	
11	\$210	
12	\$222	Highly Specialized Technical Professional or Supervisor of groups of professionals ☐ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ☐ Participates in short and long range planning to ensure the achievement of objectives ☐ Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures ☐ Reviews and evaluates technical work ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, ten to fifteen years' experience with extensive, broad experience
13	\$231	
14	\$250	
15	\$263	Senior Level Consultant or Management ☐ Recognized as an authority in a specific field with qualifications of significant value ☐ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ☐ Independently conceives programs and problems for investigation ☐ Participates in discussions to ensure the achievement of program and/or project objectives ☐ Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, more than twelve years' experience with extensive experience
16	\$280	
17	\$289	
18	\$290	Senior Level Management under review by Vice President or higher ☐ Recognized as an authority in a specific field with qualifications of significant value ☐ Responsible for long range planning within a specific area of practice or region ☐ Makes decisions which are far reaching and limited only by objectives and policies of the organization ☐ Plans/approves projects requiring significant human resources or capital investment ☐ Graduate from an appropriate post-secondary program, with credentials or equivalent ☐ Generally, fifteen years' experience with extensive professional and management experience
19	\$300	
20	\$311	
21	\$330	

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

Task 5.02 Attend Pre-Construction Meeting and Site Visits: The Stantec Design Engineer will attend the pre-construction meeting and the Contractor selected for the project.

During construction, Stantec design engineering staff will attend on-site meetings held periodically with the City staff, Construction Manager, and the Contractor to enable timely and effective resolution of important matters as they materialize and to confirm compliance of constructed work with the design intent. We have assumed attendance at five onsite meetings, for site observations, and the remaining progress meetings (ten meetings) will be attended virtually. During the final stages of construction, the Design Engineers will help the City in preparation of punch list items.

Task 5.03 Review Contractor Submittals: Upon receipt from the CM Team, Stantec design staff will review material, equipment, and operation manual submittals for compliance with the contract documents and the design intent. Review comments will be conveyed to the Construction Manager for processing and distribution. Submittals will be reviewed and returned to the Construction Manager within 30 calendar days, unless an earlier reply is requested on selected submittals.

Deliverables: Review and provide written electronic responses (PDF) for up to 20 submittals and 5 resubmittals.

Task 5.04 Respond to Contractor RFIs and Clarifications Stantec design staff will respond in writing and in a timely manner to requests for information (RFI's) from the Contractor. RFI's will be reviewed and returned to the Construction Manager. Stantec shall respond to RFI's in writing within 14 calendar days, unless an earlier reply is requested on selected RFI's.

Deliverables: Respond in writing electronically to an up to 20 RFIs.

Task 5.05 Assist in Review of Change Orders: Stantec will assist with the technical review, drawings and specifications for change orders prepared by the Construction Manager. It is assumed the Construction Manager will be responsible for preparing the change order document and negotiating the change order cost with the Contractor.

Deliverables: Respond in writing electronically to an estimated three (3) change orders.

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COHEN, BETH

LICENSE NUMBER: 70184 LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR  EXPIRATION DATE: SEPTEMBER 30, 2024
SECONDARY STATUS: N/A
CITY: LOOMIS STATE: CALIFORNIA COUNTY: PLACER ZIP: 95650

5. Key Personnel Resumes

Key personnel resumes are included in Part D of this proposal.

EXHIBIT E
DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

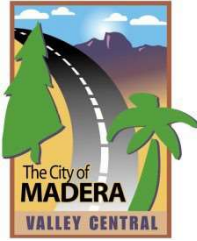
Signature

(name)

(address)

(city state zip)

☐ Additional page(s) attached.

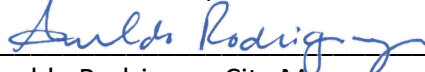


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-12

SUBJECT:

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

RECOMMENDATION:

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

SUMMARY:

Right-of-Way (ROW) acquisition from several parcels of land is necessary for the Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 1 AHSC Agreement No. 19-AHSC-12761 (Project). Two are presented at this time.

The agreements and easement deeds have been executed by the property owners and are recommended for approval. The values of the land for the acquisition of each parcel are \$500 each. Funds for the ROW acquisition are included in the City's Fiscal Year (FY) 2024/25 Budget for the project.

DISCUSSION:

The scope of the project consists of installation of sidewalk improvements at various locations in the City. The project includes excavation of native soil, roadway excavation, demolition of concrete improvements, installation of curb ramps, curb and gutter, drive approaches, asphalt backpatch to new curb and gutter, tree removal, fence relocation, and adjusting utility boxes to grade. ROW acquisition is necessary from owners of eleven parcels; two have been approved and executed by the property owners. All 11 parcels require a partial land acquisition to construct City standard curb access ramps and/or sidewalks. This item is for two of the 11 parcels. For the parcel locations, see Location Map in Attachment 2..

The land acquisition and improvement from the subject parcels are listed in Table 1. The parcel located at 944 East Yosemite Avenue is owned by Jose Guadalupe Camarillo and Juana B. Camarillo. The parcel located at 932 East Yosemite Avenue is owned by Milka Sarai Perez.

Table 1: ROW Impact & Cost		
APN	Area (Square Feet)	Cost
008-012-007	1	\$500
008-012-006	16	\$500

The City adheres to Caltrans guidelines for minor acquisition takes. Caltrans Local Assistance Procedures Manual indicates that when the City determines that the valuation is uncomplicated and the market value is estimated at \$10,000 or less, based on a review of available data, a formal appraisal report is not required. This is consistent with City Administrative Policy No. AP-48 for waiver of formal appraisals on certain real property and to acquire said parcels by sale or donation where such parcels or portions thereof to be acquired do not have fair market value in excess of \$2,500. The acquisition of these parcels did not exceed the threshold of \$2,500 per AP-48.

The formal offer and acquisition information, Purchase and Sale of Real Property Agreement and easement Deed with a description of the interest in land to be acquired has been presented to the property owner.

On October 21, 2021, the City determined that the project is Categorically Exempt under Article 19, Section 15301 (c) of the Guidelines for California Environmental Quality Act (Minor alteration of existing public facilities).

FINANCIAL IMPACT:

There will be no impact to the City's General Fund for the ROW and construction costs for this project. The right of way acquisition is funded from the Local Transportation Funds (LTF) programmed in the FY 2025/26 Capital Improvements Project Budget. Construction will be funded by LTF.

ALTERNATIVES:

City Council may choose to reject the ROW acquisition. The rejection of ROW acquisition would result in the inability to install City Standard curb access ramps and sidewalk and therefore our inability to complete the project.

ATTACHMENTS:

1. Resolution
 - Exhibit 1 – Agreement and Deed for APN 008-012-007
 - Exhibit A – Land Description
 - Exhibit B – Right of Way Dedication
 - Exhibit 2 – Agreement and Deed for APN 008-012-006
 - Exhibit A – Land Description
 - Exhibit B – Right of Way Dedication
 - Exhibit 3 - Property Owner List
2. Location Map

Attachment 1

Resolution

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AGREEMENT FOR THE PURCHASE OF EASEMENTS AT 944
EAST YOSEMITE AVENUE, MADERA, CA 93638 (APN 008-012-007) AND AT
932 EAST YOSEMITE AVENUE, MADERA, CA 93638 (APN 008-012-006)**

WHEREAS, a project is programmed in the Fiscal Year 2025/26 Capital Improvement Program (CIP) to install sidewalks at various locations and is identified as “Sidewalk Improvements at Various Locations City Project R-94 Bid Package 3 Phase 1 AHSC Agreement No. 19-AHSC-12761” (Project); and

WHEREAS, the Project requires the acquisition of right-of-way from two parcels of land to construct sidewalks and curb access ramps in the Project area; and

WHEREAS, the two property owners of record, listed in Exhibit 3 attached hereto, has offered for sale to the City of Madera the interest in real properties necessary for the Project; and

WHEREAS, the properties to be acquired are more specifically described in the legal descriptions included in the Agreements for Purchase and Sale of Real Property (Agreement) and attached to the Easement Deeds associated with each parcel; and

WHEREAS, the purchase price offered for the properties has been established per square foot in accordance with an informal appraisal; and

WHEREAS, on October 21, 2021, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines; and

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the two Agreements for Purchase and Sale of Real Property and accepts the Easement Deeds,
3. The two Agreements, copies of which are attached hereto as Exhibits 1 and 2 and referred to for particulars, are approved.
4. The City Clerk is authorized to prepare the Certificate of Acceptance for the Easement Deeds.

5. The Finance Director is authorized to make the payment for the land acquisitions in the amounts shown in the attached Exhibit 3.
6. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreements.
7. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT 1

Agreement and Deed for APN 008-012-007

OWNERS: Jose Guadalupe Camarillo and Juana B. Camarillo

PROJECT: AHSC Sidewalk Improvements at Various Locations, City Project R-94

ADDRESS: 944 East Yosemite Avenue
Madera, CA 93638

APN: 008-012-007

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this _____ day of _____, 2026.

Jose Guadalupe Camarillo and Juana B. Camarillo, hereinafter referred to as the “Seller”, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the “city”, and City agrees to purchase the hereinafter described real property on the following terms and conditions:

1. Seller is the fee owner of that certain real property located at 944 East Yosemite Avenue in the City of Madera, County of Madera, State of California, (APNS: 008-012-007) more particularly described in **Exhibit A** titled Easement Legal Description to the Easement Deed (“Property”). The Easement Deed is attached as **Exhibit A** to this Agreement.

2. The purchase price for the Property shall be the sum of **Five Hundred Dollars (\$500.00)** as just compensation for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that they have the authority to take the offer herein made, and that they hold fee title to the Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form substantially as set forth in Exhibit A and as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the City to purchase the Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

13. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

14. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

///
///
///
///

CITY OF MADERA,
A municipal corporation

By: _____
Ceclia K. Gallegos, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:
By: _____
Alicia Gonzales, City Clerk

SELLER

By: Jose Guadalupe Mendez Camarillo
Jose Guadalupe Camarillo

Date: 08-20-26

By: X Juana B Camarillo
Juana B. Camarillo

Date: 08-20-26

(Seller Signature Requires Notary Acknowledgement)

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

State of California

County of

MADERA

SS.

On this the

08/20/2026

Date

before me,

MANUEL ANGUIANO, NOTARY PUBLIC

Here Insert Name and Title of the Officer

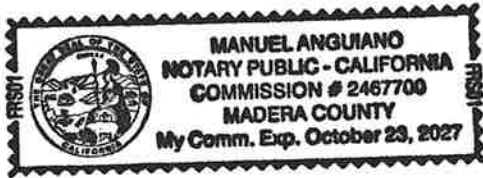
Personally appeared

JOSE GUADALUPE CAMARILLO AND

Name(s) of Signer(s)

JUANA B. CAMARILLO

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: Agreement for Purchase & Sale of Real Property

Document Date:

08/20/2026

Number of Pages:

3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signers Name: JOSE GUADALUPE CAMARILLO

Corporate Officer - Title(s):

☐ Partner

☐ Limited

☐ General

☒ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signers Name: JUANA B CAMARILLO

Corporate Officer - Title(s):

☐ Partner

☐ Limited

☐ General

☒ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing:

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due _____

APN: [APN: 008-012-007]

No Doc Tax Due R&T 11922 _____

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **Jose Guadalupe Camarillo and Juana B. Camarillo, ("Grantors")** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA ("**Grantee**") a permanent exclusive easement for public sidewalks, street improvements, and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, EXHIBIT "B" **SURVEYOR'S PLAT, AND CERTIFICATE OF ACCEPTANCE**, attached hereto and made a part hereof:

GRANTOR

By: Jose L. Mendez Camarillo
Jose Guadalupe Camarillo

Date: 08-20-26

By: Juana B Camarillo
Juana B. Camarillo

Date: 08-20-26

EXHIBIT "A"

LAND DESCRIPTION

EASEMENT FOR SIDEWALK

The land referred to herein below is situated in, the City of Madera, County of Madera, State of California, in Section 18, Township 11 South, Range 18 East, Mount Diablo Meridian, more particularly described as follows:

Being a portion of Lot 3 in Block 1 of Alice Addition, according to the map entitled, Alice Addition, a Re-Subdivision of Block 54, City of Madera, filed for record in the office of the County Recorder of the County of Madera, State of California, November 10, 1923, in Book 4 of Maps, at Page 133, more particularly described as follows:

BEGINNING at the westerly corner of Lot 4 of said map;

thence along the northwesterly line of said Lot, North 43°32'47" East, 4.32 feet;

thence leaving said line, South 46°27'13" East, 0.34 feet;

thence, South 43°35'40" West, 4.31 feet, to a point on the southwesterly line of said Lot;

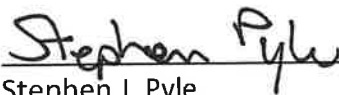
thence, along said line, North 47°41'13" West, 0.33 feet, to the **POINT OF BEGINNING**;

Containing an area of 1 square feet more or less.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.



Stephen J. Pyle
Professional Land Surveyor
California No. 8385



July 1, 2026

Date

EXHIBIT "B"

APN-008-012-007

YOSEMITE AVENUE

250' TO MAGNOLIA STREET

SEE DETAIL BELOW

APN-008-012-021
LOTS 33 & 34
BANNER HEIGHTS,
CITY OF MADERA,
M-4-35

APN-008-012-008
LOTS 1 & 2

APN-008-012-007
DOC# 5002500389
LOTS 3 & 4
ALICE ADDITION,
CITY OF MADERA,
M-4-133

APN-008-012-006
LOTS 5 & 6

LEGEND

- Subject Area
- Adjacent Lot Line
- Right-of-way Line
- Historic Lot Line
- Center Line

DETAIL
NOT TO SCALE

YOSEMITE AVENUE

POINT OF BEGINNING

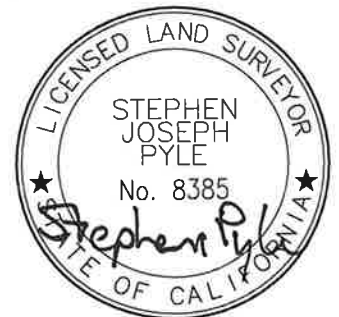
AREA = 1 SQUARE FEET

N43°32'47"E 4.32'

S43°35'40"W 4.31'

N47°41'13"W 0.33'

S46°27'13"E 0.34'



2026-07-01

SECTION 18, T11S, R18E

DESIGNED: N/A
DRAWN: CRJ
CHECKED: SJP
JOB NUMBER: 41000
SCALE: 1" = 30'

Westwood

Phone (559) 451-0395 7110 N Fresno Street, Suite 160
Fresno, CA 93720
westwoodps.com

Westwood Professional Services, Inc.

SHEET NUMBER:

1

OF

1

DATE: 2026-07-01

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

State of California

County of

MADERA

SS.

On this the

08/20/2026

before me,

MANUEL ANGUIANO, NOTARY PUBLIC

Here Insert Name and Title of the Officer

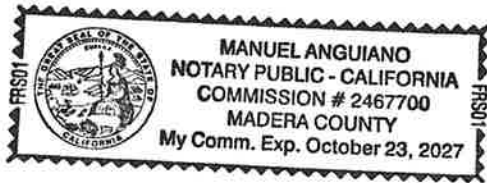
Personally appeared

JOSE GUADALUPE CAMARILLO AND

Name(s) of Signer(s)

JUANA B. CAMARILLO

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal/Stamp Above

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: Easement Deed, Legal Description, & Surveyors Plat

Document Date:

08/20/2026

Number of Pages:

2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signers Name: JOSE GUADALUPE CAMARILLO

Corporate Officer - Title(s):

- ☐ Partner ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

Other:

Signer is Representing:

Signers Name: JUANA B. CAMARILLO

Corporate Officer - Title(s):

- ☐ Partner ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

Other:

Signer is Representing:

EXHIBIT 2

Agreement and Deed for APN 008-012-006

OWNER: Milka Sarai Perez

PROJECT: AHSC Sidewalk Improvements at Various Locations, City Project R-94

ADDRESS: 932 E Yosemite Ave
Madera, CA 93638

APN: 008-012-006

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property is effective this _____ day of _____, 2026.

Milka Sarai Perez, hereinafter referred to as the “Seller”, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter referred to as the “city”, and City agrees to purchase the hereinafter described real property on the following terms and conditions:

1. Seller is the fee owner of that certain real property located at 932 E Yosemite Ave in the City of Madera, County of Madera, State of California, (APN 008-012-006) more particularly described in **Exhibit A** titled Easement Legal Description to the Easement Deed (“Property”). The Easement Deed is attached as **Exhibit A** to this Agreement.

2. The purchase price for the Property shall be the sum of **Five Hundred Dollars (\$500.00)** as just compensation for land and improvements.

3. Seller warrants that the Offered Property is being acquired under threat of condemnation.

4. Seller represents and warrants that they have the authority to take the offer herein made, and that they hold fee title to the Property.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and Sellers and City by their signature to this Agreement make this paragraph their purchase instructions:

a. City shall pay to Sellers the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

d. Seller shall deliver to the City a signed and notarized Easement Deed in the form substantially as set forth in Exhibit A and as prepared by the City and presented to Seller with this Agreement.

6. Seller warrants that tenants on the Property pursuant to any lease agreement will not be adversely affected by this acquisition.

7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this contract, the right of possession and use of the Property by the City (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages if any, from said date.

8. Grantor Sellers hereby grant to the City, its permittees, contractors, agents or assigns, a license to enter upon, over, across, and under all of Seller's property during the period of construction for the purpose of removal and replacement of existing owner improvements on the Property and for the purpose of facilitating the construction of public improvements and accomplishing all necessary incidence thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession or use of the adjacent land caused by City, its permittees, contractors, agents, or assigns shall be cured by the same.

9. The obligation of the City to purchase the Property is contingent upon the finding by City that there is no evidence that there may be hazardous or toxic materials located on the Property. The cost of this determination is the sole expense of the City.

10. Time is of the essence of each and every term, condition, and covenant.

11. It is understood and agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the parcel binding upon Seller and City, their heirs, executors, administrators, successors in interest, and assigns.

12. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

13. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

14. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

///
///
///
///
///

CITY OF MADERA,
A municipal corporation

By: _____
Cecilia K. Gallegos, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:
By: _____
Alicia Gonzales, City Clerk

SELLER

By: Milka Sarai Perez
Milka Sarai Perez

Date: 08-14-2026

(Seller Signature Requires Notary Acknowledgement)

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

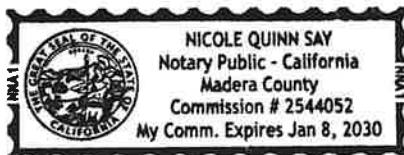
State of California

County of Madera } ss.

On this the 8/14/26 before me, Nicole Say, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Milka Sarai Perez
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: Agreement for Purchase & Sale of Real Property

Document Date: 8/14/26 Number of Pages: 4

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signers Name: <u>Milka Sarai Perez</u>	Signers Name: _____
Corporate Officer – Title(s): _____	Corporate Officer – Title(s): _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: _____	Signer is Representing: _____

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

205 W. 4th Street

Madera, CA 93637

Attn: City Clerk

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 008-012-006

No Doc Tax Due R&T 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **Milka Sarai Perez, ("Grantor")** DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA ("**Grantee**") a permanent exclusive easement for public sidewalks, street improvements, and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in EXHIBIT "A", **LEGAL DESCRIPTION**, EXHIBIT "B" **SURVEYOR'S PLAT, AND CERTIFICATE OF ACCEPTANCE**, attached hereto and made a part hereof:

By: _____

Milka Sarai Perez

GRANTOR

Date: _____

08-14-2026

EXHIBIT "A"

LAND DESCRIPTION

EASEMENT FOR SIDEWALK

The land referred to herein below is situated in, the City of Madera, County of Madera, State of California, in Section 18, Township 11 South, Range 18 East, Mount Diablo Meridian, more particularly described as follows:

Being a portion of Lots 5 and 6 in Block 1 of Alice Addition to the city of Madera, County of Madera, State of California, to the map entitled, "Alice Addition to City of Madera", filed and recorded in the office of the County Recorder of the County of Madera, State of California, November 10, 1923, in Book 4 of Maps, at Page 133, more particularly described as follows:

BEGINNING at the northerly corner of Lot 5 of said map;

thence along the northeasterly line of said Lot, South 47°41'13" East, 0.33 feet;

thence leaving said line, South 43°35'40" West, 50.01 feet, to a point on the southwesterly line of Lot 6;

thence along said line, North 47°41'13" West, 0.29 feet, to the westerly corner of said Lot;

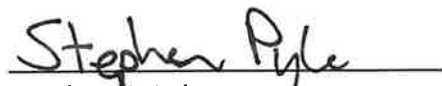
thence along the northwesterly line of said Lots, North 43°32'47" East, 50.01 feet, to the **POINT OF BEGINNING**;

Containing an area of 16 square feet more or less.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.


Stephen J. Pyle
Professional Land Surveyor
California No. 8385



July 1, 2026
Date

EXHIBIT "B"

APN-008-012-006

33

YOSEMITE AVENUE

300' TO MAGNOLIA STREET

APN-008-012-008
LOTS 1 & 2

APN-008-012-007
LOTS 3 & 4

APN-008-012-006
DOC# 5002500388
LOTS 5 & 6
ALICE ADDITION,
CITY OF MADERA,
M-4-133

APN-008-012-005
LOTS 7 & 8

SEE DETAIL BELOW

LEGEND

- Subject Area
- Adjacent Lot Line
- Right-of-way Line
- Historic Lot Line
- Center Line

DETAIL
NOT TO SCALE

YOSEMITE AVENUE

POINT OF BEGINNING

AREA = 16 SQUARE FEET

N43°32'47"E 50.01'

S43°35'40"W 50.01'

N47°41'13"W 0.29'

S47°41'13"E 0.33'



2026-07-01

SECTION 18, T11S, R18E

DESIGNED:	N/A
DRAWN:	CRJ
CHECKED:	SJP
JOB NUMBER:	41000
SCALE:	1" = 30'

Westwood

Phone (559) 451-0395 7110 N Fresno Street, Suite 160
Fresno, CA 93720
westwoodps.com

Westwood Professional Services, Inc.

SHEET NUMBER:

1

OF

1

DATE: 2026-07-01

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

State of California

County of Madera

SS.

On this the 8/14/26 before me, Nicole Say, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Milka Sarai Perez
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Nicole Say
Signature of Notary Public

Place Notary Seal/Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of the Attached Document

Title or Type of Document: Easement Deed, Legal Description, & Surveyors Plat

Document Date: 8/14/26 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: <u>Milka Sarai Perez</u>	Signers Name: _____
Corporate Officer – Title(s): _____	Corporate Officer – Title(s): _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

EXHIBIT 3

Property Owner List

PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS CITY PROJECT NO. R-94 BID PACKAGE 3
PHASE 1 AHSC AGREEMENT NO. 19-AHSC-12761

<u>APN</u>	<u>PROPERTY OWNER/ADDRESS</u>	<u>AMOUNT</u>
008-012-007	Jose Guadalupe Camarillo and Juana B. Camarillo 944 East Yosemite Avenue Madera, CA 93638	\$500
008-012-006	Milka Sarai Perez 932 East Yosemite Avenue Madera, CA 93638	\$500

Attachment 2

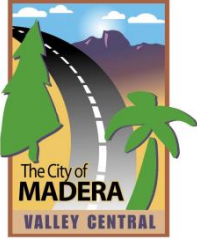
Location Map

Location Map



LEGEND

 Affected Properties - see
easement deed for sketch
of actual easement



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-13

SUBJECT:

Amendment to Engagement Agreement with Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC (Baker Donelson) for specialty legal services relating to disaster recovery

RECOMMENDATION:

Adopt a resolution approving an Amendment to the Engagement Agreement with Baker Donelson for limited engagement as legal counsel in support of the City's application for disaster relief funds for the January 2023 Winter Storms Event

SUMMARY:

The City of Madera (City) and State of California experienced significant storm events and related impacts beginning in December 2022. President Biden declared a major disaster for various counties in California, inclusive of Madera County, for severe winter storms, flooding, landslides, and mudslides. The disaster period began December 27, 2022, and concluded January 31, 2023, and is commonly referred to as the January 2023 Winter Storms event.

The City declared a local emergency related to storm impacts incurred during the disaster period. Staff identified applicable projects and sought disaster assistance through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES). On April 10, 2025, the City received notification from FEMA that some costs were being denied reimbursement due to not complying with Federal procurement requirements. The City engaged Baker Donelson, a firm with specialized practice in disaster recovery, to assist the City in filing a timely and complete First Appeal. The City's First Appeal was filed as anticipated, with the non-compliance cured to the best of the City's ability. CalOES reviewed the City's First Appeal and forwarded to FEMA with their support. FEMA provided notice to the City on September 23, 2026, that it was denying the City's First Appeal. After review of the denial notice and discussion with Baker Donelson, staff is recommending the City submit the matter for binding arbitration before the Civilian Board of Contract Appeals (CBCA). While the City and FEMA may reach settlement during the process of pursuing arbitration before the CBCA, should all steps in the process be

required, counsel estimates \$100,000.00 for anticipated legal services. As the City is pursuing appeal of approximately \$2.3 million in disaster recovery funds, staff recommends submitting the matter to CBCA and amending the not-to-exceed monetary cap in the Engagement Agreement with Baker Donelson for these services. There are sufficient funds appropriated in the Risk Management Fund for these services within the Fiscal Year (FY) 2026/27 Adopted Budget.

DISCUSSION:

During the January 2023 Winter Storms event disaster period, the City of Madera experienced significant impacts, including:

- Debris clearing in the storm system, public right-of-way, and park spaces
- Emergency protective measures
- Catastrophic failure of the Avenue 13 sewer trunk line at Granada Drive
- Multiple storm drain line failures and related asphalt and/or sidewalk failures
- Asphalt failure
- Degradation of equipment at the Wastewater Treatment Plant due to additional incoming debris
- Administrative costs associated with the above as well as with administration of the claim for damages with FEMA and CalOES

Staff identified eligible projects related to storm damage and sought disaster recovery assistance from FEMA and CalOES for these specific activities. The most expensive project was the response and repair of the Avenue 13 sewer trunk line at Granada Drive that failed due to storm surge in the sanitary sewer system. This project included bypass pumping and replacement of the collapsed trunk line. On April 10, 2025, the City was notified by FEMA that expenses related to Floyd Johnston Construction for bypass pumping after the initial 60-day response and for replacement of the collapsed trunk line were being denied due to not having a written contract in compliance with Federal procurement requirements. The work was completed under a Purchase Order, which while itemized, is a one-way document from the City to the contractor and does not necessarily contain all required language of a procurement contract under Federal requirements.

As the denied portion of the claim was the costliest portion of the claim totaling approximately \$2.3 million, staff immediately researched and spoke with consultants specializing in disaster recovery claims and appeals as staff had exhausted internal resources in providing information to FEMA in support of the claims. After interviewing firms identified, the City entered into an agreement with Baker Donelson to represent the City in the appeal process. The Engagement Agreement estimated an initial not-to-exceed fee of \$25,000 for services to file the City's First Appeal. Baker Donelson assisted the City in curing the above noted reasons for FEMA's initial denial and filed the City's First Appeal timely and within budget. CalOES reviewed the City's First Appeal and concurred that the City had cured FEMA's concerns, forwarding to FEMA with their support. On September 23, 2026, staff received notification from FEMA that they were denying

the City's First Appeal. The City has three options following receipt of FEMA's denial of the First Appeal:

1. Accept the denial, with costs associated with the sewer collapse caused by the January 2023 Winter Storms Event absorbed by the Sewer Fund;
2. File a Second Appeal with FEMA; or
3. Submit the dispute for binding arbitration before the CBCA.

After conferring with assigned counsel from Baker Donelson, staff is recommending pursuit of binding arbitration before the CBCA. Binding arbitration is recommended because FEMA's denial of the City's First Appeal is policy-based. A Second Appeal to FEMA will likely have the same outcome. CBCA arbitrations are reviewed and decided independently by a three-judge Panel of Arbiters, and they are not required to defer to FEMA or other decisions (the regulations specifically state the cases are not precedent). The arbitration process is also typically much faster than FEMA's appeal process.

Pursuing arbitration in this matter is within the Scope of Services provided for in the existing Engagement Agreement with Baker Donelson. However, that agreement was capped at \$25,000 for services anticipated to complete and submit the City's First Appeal. To proceed to arbitration, if the matter does not settle prior to completing the arbitration process, counsel estimates legal fees not-to-exceed \$100,000.00 for applicable services. Staff has prepared an Amendment to the Engagement Agreement modifying the not-to-exceed monetary value of the agreement to include services for arbitration.

FINANCIAL IMPACT:

The CBCA arbitrates at no cost to the parties. Fees incurred for legal services will be paid from the Insurance Reserve Fund, contracted legal services. Sufficient funds are appropriated in the FY 2026/27 Adopted Budget for the proposed Amendment. If the appeal is successful, any fees paid for services may be included in the City's Category Z administrative costs for reimbursement from FEMA. If successful and reimbursed by FEMA, the Insurance Reserve Fund will be reimbursed.

ALTERNATIVES:

Council may direct staff not to pursue the matter further.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: First Amendment to Baker Donelson Engagement Agreement
2. Baker Donelson Engagement Agreement

Attachment 1: Resolution

Resolution No. _____

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

WHEREAS, The City of Madera (City) and Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC (Baker Donelson) entered into an Engagement Agreement for legal services related to disaster recovery; and

WHEREAS, City and Baker Donelson desire to amend the Engagement Agreement relating to anticipated services within the existing Scope of Services.

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 First Amendment to the Engagement Agreement between the City of Madera and Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC, attached as Exhibit 1 and incorporated herein, is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

**Exhibit 1: First Amendment to Engagement Agreement with Baker, Donelson,
Bearman, Caldwell, & Berkowitz, PC**

FIRST AMENDMENT TO ENGAGEMENT AGREEMENT

This First Amendment to the Engagement Agreement ("First Amendment") is entered into by and between the City of Madera, State of California, a municipal corporation "City"), and Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC ("Firm" or "Baker Donelson") as follows:

RECITALS

- A. City and Firm entered into an Engagement Agreement ("Agreement") effective April 28, 2025.
- B. The City and Firm desire to modify the Agreement relating to anticipated services within the existing scope of the agreement.

AGREEMENT

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

SECTION 1. The not to exceed monetary value of the agreement is modified from \$25,000.00 to \$125,000.00.

SECTION 2. Except as otherwise specifically modified by this First Amendment, all other terms and provisions of the Engagement Agreement shall remain in full force and effect.

SECTION 3. This First Amendment to the Engagement Agreement shall be effective on October 7, 2026.

[Signatures on Next Page]

SIGNATURES: The individuals executing this First Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this First Amendment on behalf of the respective legal entities of the Firm and the City.

**BAKER, DONELSON, BEARMAN,
CALDWELL, & BERKOWITZ, PC**

CITY OF MADERA

Wendy Huff Ellard
Shareholder

Cecelia K. Gallegos
Mayor

Date: _____

Date: _____

ATTEST

APPROVED AS TO FORM

Alicia Gonzales
City Clerk

Shannon L. Chaffin
City Attorney

Date: _____

Date: _____

**Attachment 2: Agreement with Baker, Donelson, Bearman, Caldwell, &
Berkowitz, PC**

Resolution No. 25-80

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
RATIFYING AN AGREEMENT WAIVER AND CONSENT WITH BAKER,
DONELSON, BEARMAN, CALDWELL, & BERKOWITZ, PC FOR LIMITED
ENGAGEMENT AS LEGAL COUNSEL**

WHEREAS, the City of Madera is seeking disaster recovery relief for damages incurred during FEMA-4683-DR-CA, also known as the January 2023 Winter Storms event; and

WHEREAS, the City is in need of expert services to assist with the appeal of certain denied portions of amounts claimed; and

WHEREAS, Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC (Baker Donelson) is a law firm with expertise in disaster recovery and government services; and

WHEREAS, an engagement letter has been prepared between the City and Baker Donelson that captures the desired scope of work and terms and conditions for the services to be provided; and

WHEREAS, the engagement letter was executed by the City Manager within the purchasing authority provided in Madera Municipal Code §2-4.04; and

WHEREAS, the engagement letter included an Agreement Waiver and Consent that included a waiver of conflicts on behalf of the City, and is therefore recommended for review and ratification by the City Council.

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 Agreement Waiver and Consent between the City of Madera and Baker, Donelson, Bearman, Caldwell, & Berkowitz, PC, attached as Exhibit 1 and incorporated herein, is ratified.
3. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera on this 7th day of May, 2025 by the following vote:

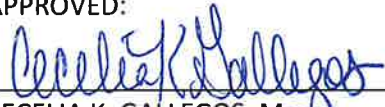
AYES: Mayor Gallegos and Councilmembers Zacharia, Rodriguez, Montes, Evans, Mejia and Villegas.

NOES: None.

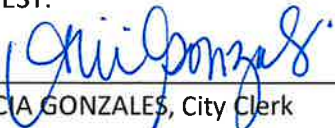
ABSTENTIONS: None.

ABSENT: None.

APPROVED:


CECELIA K. GALLEGOS, Mayor

ATTEST:


ALICIA GONZALES, City Clerk



WENDY HUFF ELLARD, SHAREHOLDER
Direct Dial: 601.969.4681
E-Mail Address: wellard@bakerdonelson.com

April 18, 2025

Wendy Silva
Director of Human Resources
City of Madera, California
205 West 4th Street
Madera, CA 93637

Re: City of Madera, California
Support Related to FEMA-4683-DR-CA, January 2023 Event

Dear Ms. Silva:

We are pleased that the City of Madera, California (the “City”) is considering an engagement with Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (the “Firm” or “Baker Donelson”) to assist with the City’s claim for reimbursement funding from the Federal Emergency Management Agency (“FEMA”) for costs incurred following the January 2023 severe storms throughout the State of California, including the City of Madera. It would be our pleasure to work with you on this matter and others as we may mutually agree in the future.

The purpose of this letter is to provide more information about our Disaster Recovery and Government Services practice, provide further definition regarding the requested scope of work and pricing, and, if approved by the City, confirm our engagement as counsel including certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship.

Disaster Recovery and Government Services Practice. More information about our Disaster Recovery and Government Services practice has been provided with this letter and can be found [here](#). If you have any questions or would like more information, please don’t hesitate to ask.

Limited Engagement. This engagement would be limited in scope in the following respects. The Firm would not be the City’s general counsel; while there are a plethora of issues from natural disasters, the Firm would only be engaged for a few discrete tasks. Specifically, the Firm would engage to assist the City on issues regarding its claims for FEMA reimbursement of costs incurred following the January 2023 severe storms. This may include advice and counsel regarding support for federal reimbursement of the costs incurred by the City, eligibility guidance, appeals, arbitration, and regulatory support as may be specifically requested. We have not presently been engaged to perform any other services. At the conclusion of this matter, this limited scope engagement will be concluded absent our agreement to extend to other matters.

Work provided to the City would be billed based on our standard hourly rates included in the below table.

Team Member	Title	2025 Rates
<u>Wendy Huff Ellard</u>	Shareholder	\$615.00
<u>Michelle Zaltsberg</u>	Shareholder	\$580.00
<u>Danielle Aymond</u>	Of Counsel	\$580.00
<u>Charles Schexnaildre</u>	Of Counsel	\$580.00
<u>Chris Bomhoff</u>	Associate	\$480.00
<u>Jordan Corbitt</u>	Associate	\$480.00
<u>Yann Kaufman</u>	Associate	\$425.00
<u>Rebecca Reynolds</u>	Associate	\$445.00
<u>Jaron Herd</u>	Disaster Policy Specialist	\$310.00
Melody Williams	Disaster Recovery Coordinator	\$235.00

Our rates are periodically adjusted (usually annually on January 1) and the rates of attorneys working on your matter may be raised based on market considerations and/or increased seniority or specialization of the lawyers involved. In the event we need to make an adjustment to the rates noted in this letter outside of the annual January 1 adjustment, we will discuss with you and seek prior approval before any changes are implemented.

We seek to provide value in our work and will staff projects as cost-effectively as possible considering the complexity of the work, attorney experience, attorney rates, and attorney availability. For the initial task anticipated to be assigned under this engagement, work to support costs claimed under Projects 714440 and 722563, **we have agreed to a not to exceed amount of \$25,000**. In the event that actual costs approach this amount, the Firm will alert the City and billing will not exceed that amount without the City's approval.

Potential Conflicts of Interest. Baker Donelson represents a broad range of clients that may be involved in various aspects of recovery efforts from natural disasters. Those clients include states and municipalities and their various agencies, specifically including local governments and public authorities; non-profit entities eligible for FEMA disaster assistance; private contractors that engage in multiple industries, including program management, design and engineering, debris removal and construction; other public and private property owners; project owners; insurance companies; and third-party administrators and individuals. We also have a robust pro bono practice as our lawyers contribute their time to those in need. Thus, the Firm assists a number of different types of public and private entities and individuals, both regarding their FEMA claims and appeals and to represent contractors in various clean-up, removal and construction industries.

In the course of our representation, the Firm may obtain confidential information regarding one party which may be of interest to the other. We cannot disclose such information. The Firm plans to represent the City in this engagement and will vigilantly protect the confidentiality of our communications with the City. We will also vigorously represent the Firm's other clients on their matters and will vigilantly protect the confidentiality of our communications with these other clients as well.

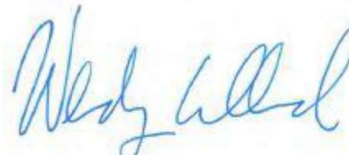
The City acknowledges in this engagement the Firm's representation of these other clients and their claims and agrees that by accepting this limited scope engagement, Baker Donelson will not be precluded from representing the Firm's other clients now and in the future in these various aspects of the disaster recovery process, including transactions and litigation, as long as the specific work and advice we provide to the City is not directly at issue and so long as we are not directly adverse to the City.

The Firm's Standard Terms of Engagement are attached. Additionally, the Firm shall indemnify, defend and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in this engagement, caused in whole or in part by the Firm and its employees, or anyone for whose acts any of them may be liable, except where caused by the sole negligence, or willful misconduct of City. Further, the parties agree that the attached Insurance Requirements for Consultants shall apply to any engagement entered into between the City and Baker Donelson, and the Firm confirms it is compliant and will remain compliant with the additional requirements of this addendum.

If the terms described above and in the attached summary are satisfactory, please have a copy of the letter signed and returned to me. We are grateful for the opportunity to work with you in connection with this matter, and we look forward to a mutually satisfactory relationship.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL, & BERKOWITZ, PC



Wendy Huff Ellard

Attachments: Baker Donelson Standard Terms of Engagement
City of Madera Insurance Requirements for Consultants

AGREEMENT WAIVER AND CONSENT

We have carefully read the foregoing letter, have considered all information necessary and useful in determining whether or not to consent to the representation outlined above and to waive the conflicts of interest described therein. We have been encouraged to consult with independent counsel regarding this consent to representation and waiver of the conflicts of interest. We are fully aware of our legal rights in this regard. Upon reasoned reflection, we hereby voluntarily agree to waive these conflicts of interest and confirm our consent to the Baker Donelson representations as outlined above. In addition, we agree that we will respect the confidences of the other clients with Baker Donelson and the attorney-client privilege with respect to the other clients of Baker Donelson.

AGREED AND ACCEPTED:

A handwritten signature in blue ink, appearing to read "Aurelio Rodriguez", is written above a horizontal line.

City of Madera, California

Dated: 04/28/25

TERMS OF ENGAGEMENT

We appreciate your decision to retain Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. (the "Firm", "we" or "us") as legal counsel. Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client, as defined below, and the Firm, the following provisions apply to this and all engagements between the Client and the Firm.

1. **CLIENTS.** The Firm's engagement is to represent only the person(s) or entity(s) identified as a client in the engagement letter accompanying these Terms of Engagement ("Client", "Clients", or "you"). The Firm's representation of you does not give rise to an attorney/client relationship between the Firm and any of your parent, subsidiary, or affiliated companies, employees, officers, directors, shareholders, members, partners or other related individuals, unless the Firm agrees otherwise in writing, and you agree representing you does not create a conflict of interest with any such non-represented entities or individuals in the event the Firm represents other clients adversely to their interests. You also agree neither an attorney/client relationship nor a basis for a claim of conflict of interest will arise solely from your providing us with confidential information about any such non-represented entities or individuals. By way of examples, if Client is a partnership, the Firm represents the partnership and not any of its partners; if the Client is trade association or similar association, the Firm's client is the association and not any its members.

2. **SCOPE OF ENGAGEMENT.** The scope of the Firm's representation of the Clients is limited to the specific matter identified in the accompanying engagement letter (the "Matter") and such additional Matters as the Clients and the Firm may agree in writing.

Client acknowledges Client is not seeking advice regarding possible insurance coverage with respect to any claims that may be asserted against Client in the Matter or regarding any insurance for the costs of defending such claims. The Firm will not undertake to review any such coverage or advise Client regarding such coverage unless the Firm agrees in writing to do so.

Client further acknowledges Client is engaging the Firm to provide representation in a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on Client's rights and liabilities. Client agrees, unless Client actually engages the Firm after the completion of the Matter to provide additional advice or representation on issues arising from the Matter, the firm has no continuing obligation to advise as to future developments.

3. **FEES, RETAINERS, DEPOSITS, AND ESTIMATES.** The amount of time and effort required to handle a legal matter is often unpredictable and changes over time. If we furnish an estimate of the fees and expenses expected for your Matter, you agree the estimate or budget is not a maximum or fixed fee quotation and is not a binding agreement to handle your Matter for the amount of the estimate. Any retainer or other trust deposits we receive from you will be placed in a pooled trust account.

The Client will not receive interest on any funds

deposited with us. Law firms are required to maintain trust accounts with interest paid to organizations or charitable funds specified by the applicable bar association or lawyer regulatory board ("IOLTA Accounts"). Any deposits, retainers, or other funds held to secure fees or otherwise, will be held in one of the Firm's IOLTA Accounts unless we specifically agree otherwise. If you pay a retainer or deposit to secure fees, or if the Firm holds funds in its IOLTA Accounts otherwise belonging to you, you expressly authorize the Firm to pay any outstanding invoices you owe to the Firm from the funds held in the IOLTA Accounts. Any unearned portion of a retainer or deposit will be refunded to you, *provided however*, that if we are unable to locate you after a reasonable and diligent search, such funds (1) may be remitted to an appropriate State agency if required by law or by applicable Rules of Professional Conduct, or (2) retained by the Firm if so permitted by law or by applicable Rules of Professional Conduct.

4. **EXPENSES.** In addition to legal fees, our invoices will include out-of-pocket expenses we have advanced on your behalf and other charges (which may exceed actual direct costs) for certain support activities. The Firm reserves the right to instead require you pay directly any expenditures of \$100.00 or more.
5. **INVOICES.** Payment of our invoices is due upon receipt of our invoice and will be considered past due if not made within 30 days from date of invoice. In the event an invoice is not fully paid within 60 days from the date it was rendered, we will have the discretion to (a) charge interest at .5% per month or the maximum interest rate allowed by law (whichever is less), (b) withdraw from the Matter if we determine in our discretion that our withdrawal is appropriate under the circumstances, and (c) engage attorneys in-house or outside the firm to collect the unpaid bills. By retaining us under these terms, the Client agrees we are entitled to attorneys' fees and costs and may file liens, even on your Matter or on other assets, if collection activities are necessary. The Client agrees non-payment of invoices shall entitle us to stop work and withdraw from your representation in any Court or administrative proceeding, and you agree not to contest any such withdrawal while still being responsible for all of the fees and expenses incurred.
6. **BILLING INQUIRIES.** We invite our Clients to discuss freely with us any questions they have concerning a fee charged for any matter. You agree to be prompt with any inquiry so we can respond with up-to-date knowledge of the factual situation, as we desire our Clients to be satisfied with both the quality of our services and the reasonableness of the fees we charge for those services.
7. **THIRD PARTIES SUCH AS EXPERTS AND COURT REPORTERS.** During the course of our representation, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support, discovery services, court reporters and other outsourced work. Because of the potential attorney-work product protection afforded when an attorney directly engages third parties, in certain situations our Firm may assume oversight responsibility for retaining the appropriate service providers. If we do so, the Firm will

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.

consult with you and will secure your approval for any major engagement; however, you will be solely responsible for paying all fees and expenses directly to the service providers, or for reimbursing the Firm for all of these third-party costs.

8. **DUTIES OF CLIENTS AND ATTORNEYS.** We will provide the legal services described in the accompanying engagement letter. You will provide us with such factual information and materials as we determine are necessary to perform the services identified in the engagement letter. You must keep the Firm informed immediately of any change of address, email, telephone number or employment, and you must advise the Firm of all relevant developments in a timely manner. Your full disclosure to us of all facts and your full cooperation are essential to enable us to represent you effectively and properly. It is understood and agreed the Client is not relying on us for business, investment, financial, accounting or other non-legal advice, or to investigate the character or creditworthiness of persons with whom you may be dealing. We will keep the Client advised of developments as necessary to perform our legal services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

Any expressions on our part concerning any outcome involving your legal matters are expressions of our professional judgment but are not promises or guarantees. Our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. The Client acknowledges and agrees we have not made and will not make any guarantees as to results or final outcome in the disposition of any phase of any matters for which we have been retained. We do not control adverse parties, third parties, witnesses, their lawyers, or the Courts, and therefore we cannot guarantee any particular results.

Our Rules of Professional Conduct and applicable laws impose duties that permit or require us to perform due diligence and report questionable, illegal, or fraudulent actions to higher authorities within your entity or to third parties, even government agencies. You hereby authorize us, within our considered discretion and subject to the requirements imposed upon us, to report to higher authorities within your entity or outside it.

9. **DISCLOSURE OF CLIENT NAME.** From time to time we are required by law, rule or Court order to disclose the name of our clients. In other circumstances, we are proud to acknowledge our relationships with our clients in publications or marketing materials. You agree to allow us to use your name as a client of the Firm.
10. **FILES.** Firm policies include procedures for the retention, return and destruction of client information, documents and records. We notify you here and you agree the Firm may retain, return and/or destroy materials and documents related to your Matter in accordance with Firm client information governance procedures unless other specific procedures are requested by you and agreed by the Firm. The Firm will return to you upon request original documents such as contracts, deeds, wills, etc. We encourage you strongly to retain all of the documents, pleadings, contracts, exhibits, letters, electronic communications, electronically stored information ("ESI"), US Mail, e-mails, billings and all other documents and information we send to you or you send to the Firm throughout the Firm's representation of you on the Matter, as those documents will collectively represent your Client Matter File. You agree your Client Matter File will not

include (a) the Firm's communications covered by the Firm Privilege as defined in Section 11, below, (b) Firm administrative records such as time and expense reports, personnel files, staffing and accounting records, and (c) internal lawyers' communications, work product such as drafts, notes, internal memoranda, and legal and factual research including investigative reports. You agree these materials are not part of your Client Matter File and will not be produced to you during our handling of the Matter or after its conclusion. If you desire additional copies of materials in our Client Matter File at any time during our handling of the Matter or after its conclusion, we reserve the right to charge you for the time of attorneys and other Firm personnel and for collection review, copy and shipping charges and, in the case of closed Matters, to require payment in advance.

11. **FIRM PRIVILEGED COMMUNICATIONS.** The occasion might arise for the Firm, at the Firm's expense, to consult regarding the Matter with internal or external counsel advising the Firm ("Firm Privileged Communications"). To the extent we are addressing our own rights, ethical duties or responsibilities, a conflict of interest might be deemed to exist between the Firm and the Client as to such Firm Privileged Communications, particularly if a dispute were ever to arise between the Firm and the Client regarding the Matter. A condition of this engagement is you hereby consent to protect the confidentiality of Firm Privileged Communications and waive any claim of conflict of interest based on such Firm Privileged Communications that could otherwise disqualify the Firm from continuing to represent you or from acting on the Firm's behalf, even if such Internal Communications might be deemed adverse to your interests. You acknowledge and agree any such Firm Privileged Communications are confidential and protected by the Firm's own attorney-client privilege from disclosure even if they concern a potential claim of professional liability, professional conduct, or other claim that might be considered a conflict of interest or breach of duty. This section does not otherwise alter our obligations to you as your lawyers.
12. **SUBPOENAS AND COMPLAINTS.** From time to time the Firm itself may be subpoenaed, served other legal process or served document and other discovery requests, via various means, to provide documents and/or testimony regarding your Matter, whether it is ongoing or has been concluded ("Discovery Requests"). We provide notice here, when the Firm is so subpoenaed or so requested, you will be required to pay for our efforts in complying with or resisting such Discovery Requests in a manner considered appropriate by us in our professional judgment. Such efforts may include, without limitation, opposing or accomplishing collection, review and production of documents and Electronically Stored Information (ESI) as well as preparation time and deposition time for testimony of any of the Firm's employees and lawyers. If you have counsel other than the Firm regarding the proceeding in which such discovery is sought, the Firm will work closely with your current counsel. If the Matter remains open when such discovery is sought, we will bill you for our efforts at attorney fee rates and expense charges consistent with our engagement for the Matter. If the Matter has been concluded at the time such discovery is sought, we will bill you for our efforts at the Firm's regular attorney fee rates and expense charges when such discovery is sought.

Upon receipt of a Board or Bar Complaint, or a motion to disqualify or similar complaint or demand regarding the Firm or its lawyers (collectively "Bar

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.

Complaints"), and if such Bar Complaint is brought or lodged by an adverse party in or related to your Matter, you agree to consult with the Firm as to the appropriate manner in which to respond to such Bar Complaint, including whether the defense of any Bar Complaint is within the scope of our representation of you and whether such Bar Complaint may create a conflict of interest for the Firm. In instances where you agree the Bar Complaint is an integral part of the scope of our representation of you in your Matter, we will bill you for our efforts in defending such Bar Complaints consistent with our engagement for the Matter. If the Bar Complaint poses either in the view of the Firm or in your view a conflict of interest for your continued representation by the Firm, the Firm reserves the right or may be required to withdraw from your Matter.

13. **CONSENT TO REPRESENTATIONS/WAIVER OF FUTURE CONFLICTS OF INTEREST.** To the extent permitted by applicable Rules of Professional Conduct, the Firm's agreement to represent the Client in the Matter is conditioned upon the understanding and your consent we are free to represent any other clients (including the Client's adversaries), and to take positions adverse to either the Client or to an affiliate or related party of the Client, in any other matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same or substantially related factual matters as does the Matter for which the Client has retained the Firm, and the Firm does not possess or will not use confidential information of the Client materially relevant to the new matters.
14. **DISQUALIFICATION.** The Firm provides services on a wide variety of legal subjects to a large number of clients. We will, of course, hold in confidence the secrets and confidences of all of our clients. The Client understands and agrees the Firm may obtain confidential information from other clients that could be of interest to you, and the Firm cannot share such information with you. To the extent permitted by applicable Rules of Professional Conduct, the Client agrees to (a) not seek to disqualify the Firm from any present or future representation, (b) consent to our representations of other clients, and (c) waive any actual or potential conflict of interest that may arise from such current or future representations, so long as those other representations do not involve the same or substantially related factual matters as a currently active or previous engagement for the Client, and concurrently we agree not to use any Client confidential information learned from the Client against your interests.

If you are professionals, the Client agrees the Firm may represent clients that are adverse to entities you represent. If, separately from the Matter the Client is part of a class action or aggregation of plaintiffs, the Client agrees the Firm may defend such class action or other aggregated claims as long as those claims are not the same as or substantially related to the Matter upon which we represent the Client. The Client agrees we may represent other clients in unrelated matters on legal positions that may be adverse to your position in the Matter, but the Firm agrees not to do so concurrently in front of the same tribunal. The Client agrees any merger or acquisition involving the Client will not create a new attorney-client relationship with any other entity besides the Client(s) identified in the engagement letter for the Matter and will not create a conflict of interest with any

other client. If the Client has any questions or concerns about the consequences of these waivers and consents, we urge the Client to consult with separate counsel.

15. **TERMINATION OF REPRESENTATION.** The Client or the Firm may terminate this engagement at any time for any reason upon reasonable written notice, subject on the Firm's part to applicable rules of professional conduct and the rules of an applicable court or other tribunal. If the Firm terminates the engagement, the Firm will take such steps as are reasonably necessary under the circumstances to protect your interest in the Matter. If a court's or other tribunal's permission is necessary for the Firm to withdraw from the representation, we will promptly apply for that permission and you agree to promptly engage successor counsel to represent you and not oppose the Firm's application to withdraw.

Unless terminated earlier, the Firm's representation of the Clients on the Matter will be considered terminated at the substantial completion of the Firm's substantive work for the Clients on the Matter. While we may send a final invoice or follow-up billing statements after substantial completion of our legal work, such billings do not extend the attorney-client relationship. Upon termination of our representation in the Matter, the attorney-client relationship will end unless the Client and the Firm have expressly agreed to a continuation with respect to other matters. In the unusual event a Court or tribunal of competent jurisdiction refuses to permit the Firm to withdraw upon termination or upon the Firm's request, you will remain responsible for fees and costs both past and future. Unless you instruct us to the contrary, after termination of our representation of you, the Firm may keep you on an electronic and paper mailing list we use to provide friends of the Firm with general information about various legal developments, and the Firm may retain in our files original documents that you have not asked to be returned to you as provided above, without forming or continuing an attorney/client relationship. You specifically agree we may keep your personal information and use it pursuant to our Privacy Policy as updated on our website, www.bakerdonelson.com and incorporated herein by reference.

16. **CLIENT SECURITY AND PRESERVATION OF EVIDENCE.** Both electronically and traditionally-stored information may be an important and irreplaceable source of information in your Matter, even if it is by nature transactional, business, regulatory or personal and does not presently involve litigation. Moreover, we have learned from our clients' experience litigation may arise from any sort of situation. Accordingly, we ask the Client take steps necessary to ensure all potentially relevant documents and electronically stored information be preserved by the Client during and after our handling of the Matter on your behalf.
17. **ELECTRONIC COMMUNICATIONS SECURITY.** Electronic transmission of information is customary between attorney and client but it is not performed with 100% certainty of confidentiality. Specifically, e-mails and other forms of electronic communication can be accessed both lawfully and unlawfully by sophisticated third parties, to the Client's detriment. Hotel, home, or other public servers to which others may have rights of access can jeopardize confidentiality, attorney/client privilege, and attorney work-product protection. The Firm encourages the Client to assure secure methods are used for communication of confidential or private information with the Firm, especially

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.

any communication containing Personally Identifiable Information or Protected Health Information. The Client consents to the use of standard e-mail and other forms of electronic communication regarding all aspects of the Firm's representation of the Client on the Matter.

Scammers and hackers are very prevalent in today's world. We work diligently to protect the security of our technology and electronic communications. We advise the Client not to click on links embedded within e-mails from us unless we have specifically notified the Client to expect such a communication or we have established a practice of using such links in your specific Matter. If you are unsure as to whether or not we have sent the Client a specific e-mail, we strongly urge the Client to call the Firm lawyers involved before clicking on an email link. In this way, the Client can reduce the possibility of opening a link containing a virus or malware.

18. **APPLICABLE LAW, VENUE AND BINDING AGREEMENT.**

Unless the engagement letter specifically selects the law of a different State, or the Rules of Professional Conduct or other laws applicable to the Firm's representation of the Client require otherwise, the State of Tennessee's laws shall be applicable to your engagement with the Firm, regardless of which one of our offices or lawyers assists you. The conflict of law rules in the State of Tennessee will not be applicable.

Unless the engagement letter specifically provides otherwise, or the Rules of Professional Conduct or other laws applicable to the Firm's representation of the Client require otherwise, any lawsuit arising out of our engagement on the Matter or on any other matter agreed to by you and the Firm in accordance with Section 1 above shall be brought only in the Western Division of the United States District Court for the Western District of Tennessee or, if that Court would lack subject matter jurisdiction, in a State Court of Shelby County, Tennessee. The Client hereby consents to personal jurisdiction and venue in those Courts.

The engagement letter and these Terms of Engagement and any guidelines or engagement letters from the Client that have been agreed to by the Firm shall constitute, collectively, the entire agreement between the parties relating to the Matter. Even if the Client fails to sign our engagement letter and return it to us, by instructing us to proceed after receiving our engagement letter the Client shall be deemed to have accepted these Terms of Engagement and agreed to the description of the scope of the Matter stated in our engagement letter. None of these

terms and conditions shall apply if in contravention of any applicable Rule of Professional Conduct.

If any of these Terms are unacceptable to the Client, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our attorney client relationship. These Terms of Engagement shall be applicable to this engagement and all engagements and Matters in the future, unless future versions are made applicable to future engagements.

19. **CORPORATE TRANSPARENCY ACT.**

Beginning on January 1, 2024, the Corporate Transparency Act (CTA) requires many entities formed or registered in the United States to report information to the U.S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN"). For each reporting company, this includes detailed information about the company, its beneficial owners, and for newly formed entities, individuals involved in the formation of the company. Any changes to much of this information must be reported to FinCEN within a very short (30-day) time frame, and there may be both civil and criminal penalties for failing to comply with the CTA. Compliance with the CTA is the responsibility of the reporting companies, with the full cooperation of their beneficial owners. Our engagement does not include legal advice relating to any potential CTA reporting obligations, beneficial ownership analysis, FinCEN filing, or other assistance relating to the CTA *absent a further express written agreement*. For the avoidance of doubt, even if our engagement includes assistance in connection with (i) forming, registering, licensing, or otherwise qualifying a new legal entity, or (ii) a transaction that may trigger a reporting obligation, we will not be advising in connection with the CTA or any other similar State or local reporting obligations *absent an express written agreement/engagement to the contrary that sets forth the specific scope and parameters of our advice and assistance*. In no event shall we have any obligation to notify you of any changes in the CTA laws or monitor reporting companies for changes that may require updates or amendments to your CTA reports even if we become aware of them. This paragraph also applies to Trusts and Trustees, whether or not they are clients, and whether or not our lawyers act as fiduciaries.

20. **GENERATIVE ARTIFICIAL INTELLIGENCE.**

The Firm may use generative AI ("GAI") in a confidential manner consistent with the Rules of Professional Conduct and applicable court orders. The Firm will verify the GAI outputs before use.

Insurance Requirements for Consultants

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance.

Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

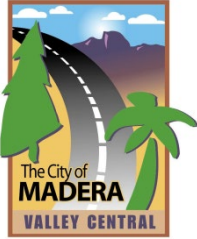
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk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

Timely Notice of Claims

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

Additional Insurance

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

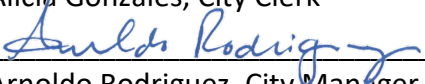


REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-14

SUBJECT:

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

RECOMMENDATION:

Adopt a Minute Order Approving a Certificate of Recognition Honoring Madera Unified School District's 60th Anniversary Celebration

SUMMARY:

On August 2, 2023, the City Council adopted a policy governing the issuance of ceremonial documents, including certificates of recognition. The policy ensures a transparent and systematic process, requiring requests to be submitted in writing at least 45 days prior to the requested presentation date.

In this context, on October 1, 2026, Mayor Cece Gallegos requested a Certificate of Recognition in honor of Madera Unified School District's 60th Anniversary Celebration on Monday, October 12, 2026. This milestone recognizes generations of students, educators, and leaders who have helped shape public education in the Madera community and is especially significant as Madera High School, the District's oldest school, prepares to graduate its 130th class in June 2027.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting when the Certificates will be issued.

FINANCIAL IMPACT:

There were nominal expenses for the preparation of this report or the proclamation. Costs related to custom supplies, such as proclamations, certificates, frames, and folders, have been purchased, and funds were appropriated in the adopted budget.

ALTERNATIVES:

If approved by a majority vote, staff will prepare the Certificate of Recognition for presentation at MUSD's 60th Anniversary Celebration on Monday, October 12, 2026.

In the alternative, Council may:

- Deferral for Further Discussion: Council may opt to defer the decision for further discussion, allowing additional time to address specific concerns or gather more information.
- Denial of Certificate of Recognition: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

ATTACHMENTS:

1. Email requesting a "Certificate of Recognition Honoring Madera Unified School District's 60th Anniversary Celebration" from Mayor Gallegos

From: [Cecelia Gallegos](#)
To: [Alicia Gonzales](#)
Subject: Fwd: Invitation - MUSD's 60th Anniversary Celebration
Date: Thursday, October 1, 2026 11:34:22 AM

Can we request a certificate? I think it would have to be put on this agenda if possible.

Sent from my iPhone

Begin forwarded message:

From: Elizabeth Soto <elizabethsoto@maderausd.org>
Date: October 1, 2026 at 10:43:26 AM PDT
To: Cecelia Gallegos <ceceliafoleygallegos@gmail.com>
Subject: Fwd: Invitation - MUSD's 60th Anniversary Celebration

Good morning,

On behalf of Superintendent Todd Lile and Madera Unified School District, I am pleased to invite you to join us for a special celebration recognizing Madera Unified's 60th Anniversary and the important place Madera High School holds in our District's history.

Monday, October 12th)

As the District's oldest school, Madera High represents generations of students, educators, and leaders who helped shape public education in our community. This school year is particularly meaningful as we celebrate Madera Unified's 60th anniversary while Madera High prepares to graduate its 130th graduating class in June 2027.

We would be honored to have you join us as we recognize Madera High's legacy, celebrate the generations who have contributed to its history, and look ahead to the future Madera.

--

Logo



Elizabeth Soto

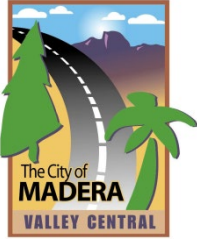
Chief Executive Assistant

 elizabethsoto@maderausd.org

 [559-675-4500](tel:559-675-4500) ext 222

 maderausd.org





REPORT TO CITY COUNCIL

Groundwater Sustainability Agency

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: B-15

SUBJECT:

Memorandum of Understanding with Respect to the Cost Sharing for Water Years 2025-2028 Madera Subbasin Groundwater Sustainability Plan (GSP) Annual Reports

RECOMMENDATION:

Approve a Resolution Approving Memorandum of Understanding with Respect to the Cost Sharing for Water Years 2025-2028 Madera Subbasin GSP Annual Reports (MOU)

SUMMARY:

The City of Madera (City) is one of seven agencies that have established a Groundwater Sustainability Agency (GSA) within the boundaries of Madera Groundwater Subbasin (Subbasin) pursuant to the 2014 Sustainable Groundwater Management Act (SGMA). The seven GSAs include the following members:

- | | |
|------------------------------------|-----------------------------------|
| ▪ City of Madera (City) | ▪ Gravelly Ford Water District |
| ▪ County of Madera (County) | ▪ Root Creek Water District |
| ▪ Madera Irrigation District (MID) | ▪ New Stone Water District (NWSD) |
| ▪ Madera Water District (MWD) | |

Four GSAs, including the City, County, MID, and MWD, prepared one joint Groundwater Sustainability Plan (GSP).

The original joint GSP, prepared in 2020, requires GSAs to achieve groundwater sustainability in the Subbasin by 2040. Combined, the original joint GSP GSAs are responsible for approximately 95 percent of the Subbasin.

The remaining three GSAs, Gravelly Ford Water District GSA, Root Creek Water District GSA and New Stone Water District GSA, each prepared their own individual GSPs, which, when combined with the joint GSP, collectively cover and manage the entire Subbasin as required by SGMA.

The GSAs were required to prepare, adopt and begin implementing the GSP by January 31, 2020.

DISCUSSION:

On February 5, 2020, as result of adopting and implementing the GSP, the City approved the first of what is now a series of Memorandums of Understanding that are intended to address cost sharing for tasks that include preparation of Annual Reports and other activities as may be deemed necessary by all parties to this agreement for implementation of the Madera Subbasin Joint GSP.

The current Memorandum of Understanding with Respect to the Cost Sharing for Water Year 2026-2028 Madera Subbasin GSP Annual Reports (MOU) addresses water years 2026-2028. In the previous 2025 MOU, the City was responsible for its share of the Joint GSP Annual Report and the Coordinated Subbasin-wide GSP Annual Report. The total financial responsibility of the City for that MOU was \$19,578.57. The responsibility of the City for the 2026-2028 for these two reports over the next three Water Years (WY) is \$12,100.00 for WY 2026, \$12,467.86 for WY 2027, \$12,850.00 for WY 2028 for a total of \$37,417.86. In establishing the MOU for WY 2026-2028, there are cost savings per year.

As indicated in Table 1 below, there are two separate tasks. They include:

- Task 1 addresses a Subbasin-wide Annual Report Document that encompasses the entire Madera Subbasin.
- Task 2 is specific to the Joint GSP.

Submission of two annual reports is a requirement that is intended to address the entire Subbasin rather than just those areas associated with the Joint GSP.

Approval of the proposed MOU will formalize cost-sharing arrangements among participating GSAs for preparation of the Water Year 2026-2028 associated Annual Reports, ensuring continued compliance with SGMA requirements and Department of Water Resources (DWR) reporting obligations.

Table 1: 2026-2028 Cost Sharing Proposal

Task Number	GSA							Total Financial Responsibility
	City of Madera	County of Madera	MID	MWD	GFWD	NSWD	RCWD	
1 (2026, All GSAs)	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$35,000.00
2 (2026, Joint GSP GSAs)	\$7,100.00	\$7,100.00	\$7,100.00	\$7,100.00	---	---	---	\$28,400.00
Total, WY 2026 Tasks 1 & 2	\$12,100.00	\$12,100.00	\$12,100.00	\$12,100.00	\$5,000.00	\$5,000.00	\$5,000.00	\$63,400.00
1 (2027, All GSAs)	\$5,142.86	\$5,142.86	\$5,142.86	\$5,142.86	\$5,142.86	\$5,142.86	\$5,142.86	\$36,000.00
2 (2027, Joint GSP GSAs)	\$7,325.00	\$7,325.00	\$7,325.00	\$7,325.00	---	---	---	\$29,300.00
Total, WY 2027 Tasks 1 & 2	\$12,467.86	\$12,467.86	\$12,467.86	\$12,467.86	\$5,142.86	\$5,142.86	\$5,142.86	\$65,300.00
1 (2028, All GSAs)	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$37,100.00
2 (2028, Joint GSP GSAs)	\$7,550.00	\$7,550.00	\$7,550.00	\$7,550.00	---	---	---	\$30,200.00
Total, WY 2028 Tasks 1 & 2	\$12,850.00	\$12,850.00	\$12,850.00	\$12,850.00	\$5,300.00	\$5,300.00	\$5,300.00	\$67,300.00
Total, WY 2026-WY2028	\$37,417.86	\$37,417.86	\$37,417.86	\$37,417.86	\$15,442.86	\$15,442.86	\$15,442.86	\$196,000.00

FINANCIAL IMPACT:

Costs associated with the Water Year 2026-2028 Annual Reports are funded through the Water Fund. Specifically, 20303800-6440 is utilized. No impact on the General Fund is anticipated.

ALTERNATIVES:

The methodology for shared costs is similar to the previous agreement but now includes the next three water years. Council may wish to direct staff to work with our partners in establishing a different methodology. Such methodology would by default shift costs to other partners.

ATTACHMENTS:

1. Resolution

Exhibit A – Memorandum of Understanding with Respect to the Cost Sharing for Water Years 2025-2028 Madera Subbasin GSP Annual Reports

Attachment 1

Resolution

RESOLUTION NO. 26-___

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

WHEREAS, the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act (“SGMA”), in California Water Code §10720 et seq., pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor and Chaptered by the Secretary of State on September 16, 2014; and

WHEREAS, SGMA requires that each groundwater basin be managed by a Groundwater Sustainability Agency (“GSA”), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan (“GSP”), or multiple GSPs; and

WHEREAS, each of the parties is a GSA within its territorial boundaries; and

WHEREAS, the County of Madera, the City of Madera, MID, MWD, Root Creek, Gravelly Ford, and New Stone (collectively hereinafter “Madera Subbasin GSAs”) comprise the totality of GSAs for the Madera Groundwater Subbasin (“Madera Subbasin”), as its boundaries are recognized by California’s Department of Water Resources (“DWR”), and may be modified from time to time in accordance with Water Code section 10722.2; and

WHEREAS, in the Madera Subbasin, the County of Madera, the City of Madera, MID, and MWD have jointly prepared the Madera Subbasin Joint GSP, while Root Creek, Gravelly Ford, and New Stone have prepared individual GSPs within their respective territorial boundaries; and

WHEREAS, the Parties desire, through this MOU, to enter into a cost sharing agreement with respect to development of the Madera Subbasin GSP Annual Reports for water years (“WY”) 2026-2028, consistent with the requirements of the Sustainable Groundwater Management Act (“SGMA”), GSP regulations, and applicable guidance from DWR (the “Project”), whereby costs are allocated equally among the parties; and

WHEREAS, funding is available in the Water Utility Fund 20303800-6440.

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

1. The above recitals are true and correct.

2. The Agreement entitled "Memorandum of Understanding with Respect to the Cost Sharing for Water Years 2025-2028 Madera Subbasin GSP Annual Reports" is approved and attached as Exhibit "A." A copy of the Agreement shall be kept on file in the office of the City Clerk.
3. The Mayor is authorized to execute the Agreement, and also execute any term extension of the same not to exceed one year subject to approval as to legal form by the City Attorney.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

Memorandum of Understanding with Respect to the Cost Sharing for Water Years
2025-2028 Madera Subbasin GSP Annual Reports

**MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO THE COST SHARING FOR THE
WATER YEARS 2025-2028
MADERA SUBBASIN GSP ANNUAL REPORTS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into the ____ day of _____, 2026 (the "Effective Date"), by and among the Groundwater Sustainability Agencies ("GSAs") for the CITY OF MADERA ("City"), the COUNTY OF MADERA ("County"), the MADERA IRRIGATION DISTRICT ("MID"), the MADERA WATER DISTRICT ("MWD"), the ROOT CREEK WATER DISTRICT ("Root Creek"), the GRAVELLY FORD WATER DISTRICT ("Gravelly Ford"), and the NEW STONE WATER DISTRICT ("New Stone"), collectively hereinafter referred to as the "Parties."

RECITALS

A. On September 16, 2014, the Governor of the State of California signed the Sustainable Groundwater Management Act ("SGMA") into law, consisting of Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, codified at Water Code Sections 10720 *et seq.*;

B. SGMA requires that California groundwater basins and subbasins be managed by a Groundwater Sustainability Agency ("GSA") or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan ("GSP") or multiple coordinated GSPs;

C. Each of the Parties is a GSA within its territorial boundaries;

D. The County, the City, MID, MWD, Root Creek, Gravelly Ford, and New Stone (collectively hereinafter "Madera Subbasin GSAs") comprise the totality of GSAs for the Madera Groundwater Subbasin ("Madera Subbasin"), as its boundaries are recognized by California's Department of Water Resources ("DWR"), and may be modified from time to time in accordance with Water Code section 10722.2;

E. In the Madera Subbasin, the County, the City, MID, and MWD have jointly prepared the Madera Subbasin Joint GSP, while Root Creek, Gravelly Ford, and New Stone have prepared individual GSPs within their respective territorial boundaries; and

F. The Parties desire, through this MOU, to enter into a cost sharing agreement with respect to development of the Madera Subbasin GSP Annual Reports for water years ("WY") 2026 through 2028, consistent with the requirements of SGMA, GSP regulations, and applicable guidance from DWR (the "Project"), whereby costs of the Subbasin-wide annual report are allocated equally among all Parties, and costs of the Joint GSP annual report supplemental document are allocated equally among the County, the City, MID, and MWD (collectively, the "Joint GSP GSAs").

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Parties as follows:

1. **OBJECTIVE**. The objective of the Parties in entering into this MOU is to share the costs of preparation of the WY 2026 through WY 2028 Madera Subbasin GSP Annual Reports, which include, for each water year, the Subbasin-wide annual report and a joint GSP annual report.

2. **COST SHARING**. With respect to the sharing of costs, the Parties to this MOU agree as follows:

- (a) Costs will be allocated among the Madera Subbasin GSAs as shown on the Table in Exhibit "A," attached hereto and incorporated herein by reference.
- (b) Each Party shall pay any invoice associated with this MOU within thirty (30) days of the date of the invoice.
- (c) Each Party's total financial responsibility under this MOU shall not exceed the amount shown for that Party in Exhibit "A," unless modified by written amendment pursuant to Section 8

3. **TERM**. This MOU shall be effective as of the Effective Date, and shall remain in effect until June 30, 2029.

4. **WITHDRAWAL**. A Party may, in its sole discretion, withdraw from this MOU upon 90-days written notice to the other Parties, provided that the withdrawing Party will remain responsible for its proportionate share of any obligation or liability duly incurred under this MOU, and previously approved by the withdrawing Party.

5. **NOTICES**. All notices required or permitted by this MOU shall be in writing, and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 5. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

CITY OF MADERA:

City of Madera
205 W. Fourth Street
Madera, CA 93637
(559) 661-5400

COUNTY OF MADERA:

County of Madera
Dept. of Water and Natural Resources
200 W. Fourth Street
Madera, CA 93637
(559) 675-7703

MADERA IRRIGATION DISTRICT:

Madera Irrigation District
12152 Rd 28 ¼
Madera, CA 93637
(559) 673-3514

MADERA WATER DISTRICT:

Madera Water District
16943 Rd 26, Suite 103
Madera, CA 93637
(559) 674-4944

ROOT CREEK WATER DISTRICT:

Root Creek Water District
P.O. Box 27950
Fresno, CA 93729
(559) 326-2222

GRAVELLY FORD WATER DISTRICT:

Gravelly Ford Water District
1516 Howard RD #324
Madera, CA 93637

NEW STONE WATER DISTRICT:

New Stone Water District
P.O. Box 1350
Selma, CA 93662
(559) 834-6677

Any Party may, by written notice to the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

6. **COMPLIANCE WITH LAWS.** In any action taken pursuant to this MOU, the Parties shall comply with all applicable statutes, laws, and regulations, specifically including, but not limited to, SGMA and its implementing regulations, as they now exist or as they may be amended or promulgated from time to time.

To the extent that this MOU conflicts with or does not accurately reflect any applicable statutes, laws, or regulations now existing or as amended or promulgated from time to time, the laws, statutes, and regulations shall govern. To the extent that any

applicable statutes, laws, or regulations are amended or newly promulgated in such a manner that causes this MOU to conflict with, or no longer accurately reflect, such statutes, laws, or regulations, this MOU shall be modified, in writing, by all Parties, in order to comport with the newly amended or promulgated statutes, laws, or regulations.

7. **ENTIRE AGREEMENT**. This MOU and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

8. **AMENDMENTS**. No provisions of this MOU may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by the governing bodies of all Parties.

9. **ASSIGNMENT**. The rights and obligations of the Parties under this MOU may not be assigned or delegated.

10. **BINDING EFFECT**. This MOU shall apply to and bind successors, assignees, contractors, subcontractors, transferees, agents, employees, and representatives of the respective Parties hereto.

11. **GOVERNING LAW**. This MOU and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to any choice of law principles).

12. **WAIVER**. The failure of any Party to insist on strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the MOU by any other Party.

13. **SEVERABILITY**. If any term or provision of this MOU is, to any extent, held invalid or unenforceable, the remainder of this MOU shall not be affected.

14. **HEADINGS**. The subject headings of the sections of this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

15. **COUNTERPARTS**. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

//

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IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first above written.

CITY OF MADERA

By: _____

Name: _____

Title: _____

MADERA WATER DISTRICT

By: _____

Name: _____

Title: _____

MADERA IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

ROOT CREEK WATER DISTRICT

By: _____

Name: _____

Title: _____

GRAVELLY FORD WATER DISTRICT

By: _____

Name: _____

Title: _____

NEW STONE WATER DISTRICT

By: _____

Name: _____

Title: _____

COUNTY OF MADERA

By: _____

Name: _____

Title: _____

Approved as to Legal Form:
COUNTY OF MADERA
COUNTY COUNSEL

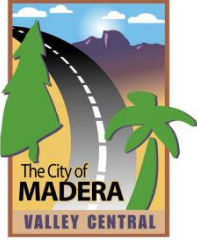
By: _____

EXHIBIT A

Exhibit A – Cost Breakdown for each GSA in the Subbasin (Water Years 2026-2028)

Water Year	Subbasin-wide Annual Report (All GSAs)	Joint GSP Supplemental Document (Joint GSP GSAs)	Total Estimated Fee
WY 2026	\$35,000.00	\$28,400.00	\$63,400.00
WY 2027	\$36,000.00	\$29,300.00	\$65,300.00
WY 2028	\$37,100.00	\$30,200.00	\$67,300.00
Total	\$108,100.00	\$87,900.00	\$196,000.00

GSA	WY 2026 Share	WY 2027 Share	WY 2028 Share	Total Financial Responsibility
MID	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
City of Madera	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
MWD	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
County of Madera	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
GFWD	\$5,000.00	\$5,142.86	\$5,300.00	\$15,442.86
RCWD	\$5,000.00	\$5,142.86	\$5,300.00	\$15,442.86
NSWD	\$5,000.00	\$5,142.86	\$5,300.00	\$15,442.86
Total =	\$63,400.00	\$65,300.00	\$67,300.00	\$196,000.00

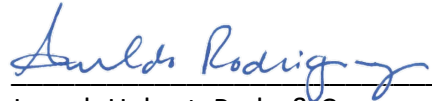


REPORT TO CITY COUNCIL

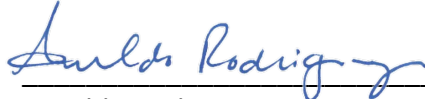
Approved by:

Council Meeting of: October 7, 2026

Agenda Number: C-1

 for: _____

Joseph Hebert, Parks & Community Services Director

 _____
Arnoldo Rodriguez, City Manager

SUBJECT:

Half Marathon Event Information

RECOMMENDATION:

This report was prepared at the direction of the City Council (Council) for informational purposes. Council to provide direction, if desired

SUMMARY:

During the September 16, 2026, regular Council meeting, a community member appeared before the City Council during the Public Comment portion of the meeting to discuss a proposed half marathon event within the City to support local nonprofit, Project Run Madera. While there was no specific request made at that time, the community member did, request Council approve a half marathon event in partnership with event organizers. Thereafter, Council requested staff agendaize discussion of the half marathon at a future meeting.

The City's existing Special Events process provides a mechanism for events that impact vehicular or pedestrian traffic or otherwise use or encroach upon the City's right-of-way(ROW). The application requires detailed event information and a route/site plan and is circulated to applicable City departments for review.

A half marathon would likely require temporary traffic restrictions and use of ROW. Street closures require event organizers to work with a 3rd party vendor for traffic control devices and placement. Moreover, street closure plans would need to be submitted to the City for review. Caltrans may also be involved in said review.

DISCUSSION:

As described by a community member during the Public Comment portion of the September 16, 2026, City Council meeting, Project Run Madera seeks to partner with the City in providing a community event with various opportunities for participation, the greatest of which would be a half marathon. A half marathon course is typically approximately 13.1 miles in length, with runners participating along a designated route. The specific route is undetermined at this time, however will likely include City property and/or ROW.

The City currently has an established Special Events permitting process for activities that affect vehicular or pedestrian traffic or otherwise encroach upon the City's ROW. The City also provides a Special Events process for events involving City parks and facilities. A half marathon event as described by the community member will most likely fall within the Special Events permitting process administered by the Engineering Department.

Special Event Permit

Based on information provided during the September 16, 2026, City Council meeting, the proposed event would require a Special Event Permit because a road race would affect vehicular and pedestrian traffic and would likely require temporary use or closure of portions of the City's public ROW. The application requires a detailed site, route, and/or traffic-control map. Applications are submitted to the Engineering Department and are reviewed by Police and other affected departments thereafter. The application process does not constitute automatic approval. City staff may establish conditions or restrictions based upon the proposed event, and the City Engineer ultimately issues or denies the permit under the established process. The Special Event permit application is provided for reference in Attachment 1.

Traffic Control and Street Closures

Traffic control would likely represent one of the most significant operational components of the proposed event. A half marathon requires runners to occupy portions of the roadway for an extended period. Depending upon the route, this could require:

- Full or partial street closures;
- Detours;
- Barricades and traffic-control devices;
- "No Parking" restrictions;
- Temporary signage;
- Traffic-control personnel;
- Police assistance at intersections; and
- Emergency access throughout the route.

Emergency Services and Public Safety

The event would require coordination with the Police Department and potentially the Fire Department and emergency medical service providers. Both departments are included in the

Special Event Permit application review process. A large, organized race presents potential emergency-response considerations, including:

- Runner injuries or medical emergencies;
- Heat-related illness;
- Vehicle/pedestrian conflicts;
- Emergency vehicle access;
- Crowd management;
- Traffic-control staffing;
- Lost children or vulnerable participants;
- Evacuation procedures; and
- Maintaining normal emergency response capabilities elsewhere in the City

Insurance and Indemnification

The City's Special Event insurance requirements provide minimum standards based upon the nature and risk of the event. Event organizers must obtain special event coverage, however specific policies and limits are determined by the nature of the event and identified risk exposures to the City. As an example, a typical street closure for a parade requires the organizer to provide \$2 million Commercial General Liability for the event and naming the City as an additional insured on the policy.

Incidental Costs

The City's Special Event application specifically provides that the applicant may be responsible for incidental costs associated with the event, including:

- Supplies;
- Utilities;
- Staff coordination;
- Monitoring;
- Increased police and fire protection;
- Other City staff costs; and
- Cleanup

The applicant is also responsible for cleanup following the event, and the City may require a cleaning deposit depending upon the size and nature of the event.

Parks and City Facilities

If the organizer proposes to use a City park or facility for the race start, finish, registration, awards, vendor activities, or post-race celebration, the appropriate Parks & Community Services reservation and special-event processes may also apply.

Outside Agencies and Other Jurisdictions

A final route may extend beyond City-owned or City-controlled property. Depending upon the proposed route, the organizer may need to coordinate with:

- Madera County;
- California Department of Transportation (Caltrans);
- Madera County Sheriff's Office, if County roadways are involved;
- California Highway Patrol, depending upon roadway jurisdiction and traffic-control requirements;
- Madera County Environmental Health, if food or other regulated activities are included;
- Union Pacific Railroad, if the route crosses or occurs near railroad property; and
- Potentially American Ambulance;
- Property owners or businesses affected by the event.

Potential Benefits & Challenges

A professionally organized half marathon could provide several potential community benefits.

- Community recreation: The event could create an additional opportunity for residents to participate in outdoor physical activity and organized recreation.
- Community identity: A successful annual race could potentially become a recurring community event that showcases Madera and encourages residents and visitors to experience local neighborhoods, businesses, parks, and community amenities.
- Economic activity: Participants and visitors may purchase food, lodging, fuel, retail goods, and other services before and after the event. Local businesses located along or near the route could potentially benefit from increased activity, although individual businesses may experience different impacts depending on location and the duration of road closures.
- Community partnerships: The event could provide opportunities for local businesses, nonprofit organizations, schools, service clubs, and volunteers to participate through sponsorships, aid stations, volunteer opportunities, and other partnerships.
- Health and wellness: A half marathon could complement the City's existing programming and provide residents with a goal-oriented opportunity for walking, running, and physical activity.

While the event may provide community benefits, several unintended consequences should be considered.

- Medical emergencies or heat-related incidents may require emergency response.
- Traffic congestion and temporary business access impacts.

- Increased demand on Police, Public Works, Parks, and other City staff.
- Road closures may inconvenience residents and businesses.
- Significant coordination may be required to recruit and manage volunteers.
- Future expectation for City support may develop.
- Increased wear, litter, cleanup, and maintenance.
- Emergency access and transit routes must remain functional.
- Commercial activities may create additional permitting requirements.
- Parking demand could exceed available parking near the start/finish area.

FINANCIAL IMPACT:

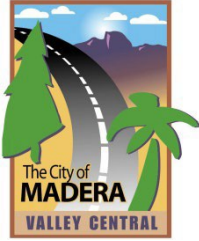
Review of permit applications does not incur a cost to the City in and of itself beyond staff time. This item is being brought for discussion at Council's request, and any potential additional financial impact is dependent on Council direction and budget appropriations.

ALTERNATIVES:

This report is for informational purposes.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: D-1

SUBJECT:

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

RECOMMENDATION:

Adopt a Resolution of the City Council of the City of Madera determining the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15262 and 15061(b)(3) of the CEQA Guidelines and approving a Professional Services Agreement with The Code Group, Inc. (dba VCA Code) for the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project in an amount not to exceed \$375,545.

SUMMARY:

City staff propose undertaking the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project ("Project") to advance development of 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 a mixed-use and affordable housing development and to serve as a catalyst for additional downtown investment. The City's Request for Proposal No. 202627-06 ("RFP") describes the Project as an implementation-focused effort intended to move the site from due diligence and feasibility analysis to a development strategy, implementation roadmap, and procurement-ready developer solicitation.

The City released RFP No. 202627-06 on August 21, 2026, with proposals due September 9, 2026. The solicitation was conducted through PlanetBids, which notified 301 pre-registered vendors and an additional 250 regional vendors registered through participating agencies. City staff also

directly contacted 16 qualified firms. A total of 49 vendors expressed interest in the solicitation; however, only one proposal was received by the deadline, from The Code Group, Inc. dba VCA Code ("VCA Code").

VCA Code's proposal was reviewed for responsiveness and completeness and evaluated against the criteria established in the RFP. The evaluation determined that the proposal demonstrated technical competence, experience, methodology, multidisciplinary resources, and ability to complete the required services and deliverables within the City's required timeframe. Staff recommended VCA Code for contract award based on its demonstrated experience, technical capabilities, and ability to provide the deliverables specified in the RFP within the City's required timeframe.

VCA Code proposes a not-to-exceed fee of \$375,545 for core Tasks 1 through 7. The proposal identifies 1,894 hours of prime-consultant labor, together with \$177,900 in specialized subconsultant services. The proposed fee includes labor, overhead, subconsultant costs, reproduction, travel, and incidental expenses, with no markup on subconsultant costs. VCA Code also submitted an optional Task 8 allowance of \$40,005; however, that amount is not included in the proposed core contract amount and no Task 8 services would be performed without separate written authorization.

Staff recommends that the City Council award the Professional Services Agreement to VCA Code pursuant to RFP No. 202627-06 and approve the Agreement in an amount not to exceed \$375,545.

BACKGROUND & ANALYSIS:

Discussion

The City issued RFP No. 202627-06 to obtain multidisciplinary professional services necessary to advance the City-owned property at 103 East Yosemite Avenue toward development of mixed-use and affordable housing. The RFP requires professional planning, housing, redevelopment, financial, engineering, environmental, market, public engagement, real estate, and implementation services. The Project is intended to produce actionable products that reduce development uncertainty, improve feasibility, facilitate public-private partnerships, and position the City to solicit qualified development partners.

The RFP specifically identifies the procurement as an implementation-focused, performance-based procurement, rather than a conventional planning study. The selected consultant is expected to recommend technically sound and cost-effective methods for achieving the City's desired outcomes.

Procurement Process

The RFP was released on August 21, 2026, and proposals were due September 9, 2026, at 4:00 p.m. The solicitation was distributed through PlanetBids and expanded through direct outreach to qualified firms. PlanetBids notified 301 pre-registered vendors and an additional 250 regional

vendors registered through participating agencies, while City staff directly contacted 16 qualified firms. Forty-nine vendors expressed interest in the solicitation, but only one proposal was received.

Following the proposal deadline, two firms contacted the City during the evaluation period and indicated that they did not submit proposals because they would have been unable to provide the full scope of services within the timeframe specified in the RFP.

The RFP provides that proposals are to be evaluated based upon the proposer's qualifications and experience, how the proposed scope meets the City's requested services and needs, the proposed fee schedule, references, and any requested changes to the sample agreement.

Evaluation of VCA Code Proposal

VCA Code submitted its proposal on September 9, 2026. The proposal identifies The Code Group, Inc. as the proposer doing business as VCA Code. Jennifer A. Lilley, AICP, Director of Planning and Development Services, is identified as the Principal-in-Charge and Project Manager.

VCA Code proposes a multidisciplinary team that includes planning, housing and grants, environmental, real estate economics and financial feasibility, urban design, and civil engineering expertise. The proposal's approach is specifically structured around the City's compressed implementation schedule and the December 31, 2026 REAP 2.0 expenditure deadline.

The evaluation identified the following principal evaluation categories:

Table 1: Evaluation Scores		
Evaluation Category	Score	Evaluation
Technical/Functionality	4 / 5	Above Average / Good
Experience/Demonstrated Capabilities	5 / 5	Excellent / Exceptional
Cost Proposal	4 / 5	Above Average / Good

Based on the consensus evaluation, staff recommend VCA Code for award of the Professional Services Agreement.

The technical evaluation found that VCA demonstrated a strong understanding of the implementation-oriented nature of the assignment and presented a detailed methodology addressing feasibility, critical-path scheduling, risk management, quality assurance & control (QA/QC), funding, developer engagement, and procurement.

The experience evaluation found substantial directly relevant multidisciplinary experience, including municipal planning and implementation, public-private partnerships, economic

development and affordable housing finance, urban design and redevelopment, environmental services, and real estate and market analysis.

The cost evaluation found VCA's proposed not-to-exceed fee of \$375,545 for core Tasks 1–7 to be reasonable and adequately supported. The proposal identifies 1,894 hours of prime-consultant labor, task-level labor and subconsultant costs, and hourly rates. The fee is concentrated in the technically consequential portions of the assignment, including market and financial feasibility, development strategy, infrastructure and environmental analysis, engagement, funding, and procurement.

Proposed Scope of Services

The RFP establishes seven core tasks and an optional Task 8. The core scope consists of:

1. Project Management, Grant Compliance, and Quality Assurance
2. Development Readiness, Existing Conditions, and Regulatory Constraints Assessment
3. Housing Market, Development Feasibility, and Financial Analysis
4. Infrastructure, Mobility, Environmental, and Project Delivery Strategy
5. Mixed-Use Affordable Housing Development Strategy and Concept Plan
6. Public, Stakeholder, and Developer Engagement
7. Final Development Implementation and Solicitation Package

Task 7 is particularly important because the RFP requires the consultant to produce a final implementation strategy, implementation roadmap and funding strategy, development solicitation strategy, developer information memorandum, procurement-ready solicitation materials, developer evaluation framework, final development program and concept plan, and final electronic/native project archive.

VCA's proposal is structured to integrate these tasks rather than treating them as independent planning studies. Its approach includes a coordinated assumption set, critical-path schedule, project risk register, QA/QC procedures, native financial feasibility model, early developer market sounding, future-condition design considerations related to the Yosemite Avenue Road Diet Project, and sequencing of Surplus Land Act and developer solicitation requirements.

Project Schedule

The RFP requires completion of the work consistent with the REAP 2.0 expenditure deadline of December 31, 2026, and requires the consultant to maintain a detailed schedule identifying tasks, milestones, deliverables, City review periods, engagement activities, grant reporting, regulatory coordination, critical-path items, and completion dates.

VCA Code has specifically priced Tasks 1–7 for completion and invoicing within the REAP 2.0 grant period, with all core deliverables complete and billable on or before December 31, 2026, assuming issuance of a Notice to Proceed on or about October 20, 2026.

The proposed Agreement would become effective following execution and issuance of a written Notice to Proceed. The City's proposed agreement provides that the consultant shall continue to perform until all services have been completed and accepted by the City, unless the Agreement is otherwise terminated.

Contract Amount and Optional Task 8

VCA's cost proposal includes a not-to-exceed fee of \$375,545 for core Tasks 1–7, to be allocated as identified within the attached Schedule of Compensation (Attachment 1, Exhibit 1.b.).

VCA Code has separately identified \$40,005 for optional Task 8 implementation assistance. The RFP establishes Task 8 as an optional, on-call mechanism, and expressly provides that no Task 8 services may be performed without written authorization through a City-approved mechanism.

Accordingly, staff recommends that the initial Agreement be approved for \$375,545, with Task 8 excluded from the authorized contract amount. Any subsequent authorization for Task 8 or other additional services would be processed in accordance with the Professional Services Agreement and applicable City approval requirements. Under the City's proposed Agreement, the City Manager may approve modifications up to five percent of the original contract price; modifications exceeding five percent require City Council approval.

Price Reasonableness

The City is eligible for up to \$816,380.47 in suballocated REAP 2.0 funding. The VCA Code core proposal of \$375,545 represents approximately 46 percent of that amount. The proposal includes 1,894 identified prime-consultant hours and \$177,900 of specialist subconsultant services.

Staff find that the proposed fee is reasonable in relation to the scope, level of multidisciplinary expertise, identified labor, schedule requirements, and deliverables required by the RFP.

Recommendation for Award

Although VCA Code was the only firm to submit a proposal, the procurement process generated substantial vendor interest and outreach. The solicitation notified hundreds of vendors, 49 vendors expressed interest, and two firms subsequently indicated that the RFP's timeframe prevented them from submitting proposals. The Procurement Summary concludes that VCA Code's proposal was responsive, well-developed, and demonstrated the expertise and approach necessary to meet the City's requirements.

The City formally notified VCA Code on September 28, 2026, that its firm had been recommended for contract award. The notification identified the anticipated City Council consideration date as October 7, 2026.

Staff recommend that the City Council award the Professional Services Agreement to The Code Group, Inc. dba VCA Code pursuant to RFP No. 202627-06 and approve the Agreement for an amount not to exceed \$375,545.

ENVIRONMENTAL REVIEW:

The proposed project is an activity which will be supported through public agency contracts, grants and assistance from one or more public agencies and has been reviewed for compliance with the requirements of the California Environmental Quality Act (CEQA) Guidelines.

Staff performed a preliminary environmental assessment and determined that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15262 and 15061(b)(3).

CEQA Guidelines § 15262 exempts projects involving only feasibility or planning studies for possible future actions which the agency has not approved, adopted, or funded. CEQA Guidelines § 15061(b)(3), commonly called the "Common Sense Exemption," states that CEQA applies only where there is a possibility that the activity may have a significant effect on the environment.

The REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project is fundamentally an implementation-focused effort intended to move the site from due diligence and feasibility analysis to a development strategy, implementation roadmap, and procurement-ready developer solicitation. Project tasks will include evaluation of environmental issues that could materially affect future development and identification of likely CEQA pathways as well as required technical studies to remove environmental uncertainty.

The award of the Professional Services Agreement itself does not authorize construction, commit funding, approve infrastructure improvements, or grant development entitlements or permits. Actionable development strategies and/or concepts produced will undergo separate environmental review when and if they are proposed for implementation. It can also therefore be seen with certainty that award of the professional services agreement will not result in a physical environmental impact because the action is purely administrative and planning oriented. No further CEQA review or analysis is necessary for the recommended activity at this time.

FISCAL IMPACT:

The Project is funded for up to \$816,380.47 through the Regional Early Action Planning Grant of 2021 (REAP 2.0), administered through the Madera County Transportation Commission (MCTC). The proposed VCA Code Professional Services Agreement of \$375,545 is within that identified project budget.

The RFP requires the consultant to support grant compliance, reporting, documentation, and performance monitoring. No additional funding is requested as part of this action beyond the amount necessary to execute the proposed Agreement. Optional Task 8 is not included in the

\$375,545 contract amount and would require separate written authorization and funding approval before any services are performed.

This report and associated documentation were prepared by City staff.

ALTERNATIVES:

Potential Council alternatives include:

1. Direct staff to negotiate modifications to the proposed scope, fee, or Agreement with VCA Code and return to the City Council for further consideration; or
2. Reject the proposed contract award and/or direct staff to reissue the RFP for REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project services.

A decision to negotiate modifications or reject the proposed contract award and reissue the RFP would create substantial schedule risk because the RFP requires performance consistent with the REAP 2.0 expenditure deadline of December 31, 2026.

ATTACHMENTS:

1. Resolution Approving a Professional Services Agreement with The Code Group, Inc. dba VCA Code Pursuant to Request for Proposal No. 202627-06
 - Exhibit 1 - Professional Services Agreement with The Code Group, Inc. dba VCA Code
 - Exhibit A – Scope of Services
 - Exhibit B – Schedule of Compensation
 - Exhibit C – Insurance Requirements

ATTACHMENT 1

Resolution Approving a Professional Services
Agreement with The Code Group, Inc. dba VCA Code
Pursuant to Request for Proposal No. 202627-06

RESOLUTION NO. _____

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

WHEREAS, the City of Madera ("City") has received funding through the Regional Early Action Planning Grant of 2021 ("REAP 2.0") for activities intended to advance mixed-use and affordable housing development on City-owned property located at 103 East Yosemite Avenue in Downtown Madera; and

WHEREAS, the City issued a Request for Proposals No. 202627-06 ("RFP") for the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project on August 21, 2026, seeking qualified multidisciplinary professional planning, housing, redevelopment, financial, engineering, environmental, market, public engagement, real estate, and implementation services; and

WHEREAS, the City conducted the solicitation through its PlanetBids electronic bidding platform, which notified 301 pre-registered vendors and an additional 250 regional vendors registered through participating agencies, and City staff directly contacted 16 qualified firms with proposals due on September 9, 2026, prior to 4:00 p.m.; and

WHEREAS, 49 vendors expressed interest in the solicitation, and one proposal was received by the submission deadline from The Code Group, Inc. dba VCA Code ("VCA Code"); and

WHEREAS, the VCA Code proposal was reviewed for responsiveness and completeness and evaluated in accordance with the evaluation criteria established in the RFP; and

WHEREAS, the evaluation determined that VCA Code demonstrated the experience, technical capabilities, methodology, multidisciplinary resources, and ability to complete the required services and deliverables within the City's required timeframe; and

WHEREAS, VCA Code submitted a not-to-exceed fee of \$375,545 for Tasks 1 through 7 of the RFP, with optional Task 8 implementation assistance separately identified but not included in the proposed core contract amount; and

WHEREAS, City staff determined that the proposed fee is reasonable in relation to the requested scope and level of professional services and is within the City's identified project budget; and

WHEREAS, City staff recommend VCA Code for contract award based upon the firm's demonstrated experience, technical capabilities, and ability to provide the deliverables specified in the RFP within the City's required timeframe; and

WHEREAS, a professional services agreement has been prepared between the City and VCA Code.

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 awards the Professional Services Agreement for the REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project to The Code Group, Inc. dba VCA Code pursuant to Request for Proposal No. 202627-06.
3. The City Council approves a Professional Services Agreement with The Code Group, Inc. dba VCA Code, per the material terms set forth in Exhibit 1 hereto, and in an amount not to exceed \$375,545. The Community Development Director is authorized to make non-material changes to the Professional Services Agreement subject to approval as to legal form by the City Attorney.
4. The Mayor is authorized to execute the Professional Services Agreement on behalf of the City, subject to approval as to form by the City Attorney.
5. The City Manager, or designee, is authorized to administer the Agreement and take such actions as are necessary to implement the purposes and intent of this Resolution consistent with the terms of the Agreement and applicable City policies and procedures.
6. Optional Task 8 services are not authorized by this Resolution and shall not be performed or compensated unless separately authorized in accordance with the Professional Services Agreement and applicable City approval requirements.
7. This resolution is effective immediately upon adoption.

Attachments:

- Exhibit 1 - Professional Services Agreement with The Code Group, Inc. dba VCA Code
 - Exhibit A – Scope of Services
 - Exhibit B – Schedule of Compensation
 - Exhibit C – Insurance Requirements

Exhibit 1

Professional Services Agreement with The Code Group, Inc.
dba VCA Code

**CITY OF MADERA
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (Agreement) is entered into between the CITY OF MADERA, a California general law city ("City") and the Code Group, Inc. dba VCA Code ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. City desires to obtain consultant services to complete the City's REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy and Development Readiness Project (Services) and issued a Request for Proposals for said Services.

B. Consultant is a firm specializing in professional planning, housing, redevelopment, financial, engineering, environmental, market, public engagement, real estate, and implementation services, with the necessary experience to provide desired Services to the City and submitted a proposal to the City.

C. City desires to retain Consultant to provide said Services, as detailed further herein.

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

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

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services, as described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue in full force and effect until Consultant has completed all Services as identified in Exhibit A, Scope of Services, and such Services have been reviewed and accepted by the City, unless otherwise terminated by the City.

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance through bi-lateral written modification to this Agreement. The City Manager is authorized to approve such modifications on behalf of the City up to 5% of the original contract price. Any other changes to this Agreement or the scope of services or an amount exceeding 5% of the original contract shall only be accomplished by written Agreement approved by the City Council and Consultant.

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. Total project cost shall not exceed \$375,545.00.

(b) Each month Consultant shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts. In addition, the invoice shall provide progress billing for each of the deliverables, including a description of the work completed, the percentage of completion achieved during the billing period and cumulatively, and the corresponding amount billed for each deliverable. Billing shall be consistent with the approved fee proposal and the actual progress of the work.

Invoices shall be submitted by email to:

Will Tackett
Community Development Director
wtackett@madera.gov

(c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement. Any billing disputes brought forth by the City must be submitted within fourteen (14) days of the receipt of the billing statement. Such disputes will be submitted by electronic mail (email) to the billing contact provided by Consultant.

Billing contact for Consultant:

Jennifer A. Lilley
Director, Planning and Development Services
jlilley@vcacode.com

(d) Payment to Consultant for work performed under this Agreement shall not be deemed to waive any defects in work performed by Consultant.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and a copy of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that

Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

(a) For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

(b) For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

(c) Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

(d) Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Force Majeure. Neither party shall be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, and/or any other event, occurrence or circumstance beyond the reasonable control of either party.

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

19. Indemnity and Defense.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify CITY for its own negligence or for the negligence of others.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or CITY for which Consultant is legally

liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

20. Compliance with All Laws. Consultant shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

22. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: Will Tackett
City of Madera
205 W. Fourth Street
Madera, CA 93637
Email: wtackett@madera.gov

To Consultant: Jennifer A. Lilley, AICP
Director, Planning and Development Services
The Code Group, Inc. dba VCA Code
1845 West Orangewood Avenue, Suite 210
Orange, CA 92868
Email: JLilley@vcacode.com

Notice shall be deemed effective on the date personally delivered, or transmitted by email, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Either party may update their contact information, including but not limited to mailing address, email address, or phone number, at any time by providing written notice to the other party in accordance with the notice provisions set forth in this Agreement. Such updates shall take effect

upon the other party's receipt of the written notice unless a later effective date is specified in the notice.

23. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

28. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

29. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

30. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

32. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on the date(s) set forth below.

THE CODE GROUP, INC. DBA VCA CODE

CITY OF MADERA

By: _____
Tom VanDorpe, SE
Chief Executive Officer / President

By: _____
Cecelia K. Gallegos, Mayor

Date: _____

Date: _____

APPROVE AS TO FORM:

Shannon L. Chaffin, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

EXHIBIT A
SCOPE OF SERVICES

E. METHOD OF APPROACH

This section responds to Section V.E and describes how VCA will fulfill each requirement of the Scope of Services. It is organized as the RFP is organized: the eight core tasks, followed by the five specific items required by Section V.E, subitems 1 through 5.

E.1 ORGANIZING PRINCIPLE

The City has stated that it wants an integrated implementation program rather than a series of separate planning studies, and that supporting analyses should be incorporated into major deliverables rather than issued as standalone reports. We have structured our approach accordingly. There are seven major deliverables, not twenty-five. Every analysis we perform is carried into one of them. We maintain a single coordinated assumption set — one set of unit counts, costs, revenues, absorption rates, and timing — used by every discipline, so that the concept plan, the pro forma, the infrastructure cost estimate, and the developer information memorandum cannot contradict one another.

On a ten-week critical path, sequential task execution is not viable. Our approach runs Tasks 2, 3, and 4 concurrently from Notice to Proceed, with defined interface points where each hands its findings to the others. This requires disciplined coordination across four firms, which is why Task 1 is a real task in our approach rather than an administrative line item.

Task 1 — Project Management, Grant Compliance, and Quality Assurance

Jennifer Lilley serves as the single point of accountability. On a compressed, grant-funded schedule staffed across four firms, project management is critical. Our management approach is built to surface problems early enough to act on them.

Our Approach

- Kickoff meeting within five business days of Notice to Proceed, confirming objectives, decision points, information needs, City roles, communication protocols, review turnaround expectations, and the grant expenditure interpretation described in Section B.2 of this proposal.
- Project Management Plan and critical-path schedule identifying milestones, dependencies, City decision dates, review periods, engagement activities, grant reporting dates, and completion dates. City review periods are shown explicitly because on this schedule they are on the critical path.
- Active management of subconsultants, including enforcement of the single coordinated assumption set across all disciplines and consistency of data, graphics, and recommendations. The Prime Consultant remains responsible for all services performed by subconsultants.
- Risk register maintained from kickoff, covering schedule, budget, technical, regulatory, market, environmental, infrastructure, funding, procurement, and implementation risk, with

named owners and corrective actions. Reviewed at every progress meeting rather than filed and forgotten.

- Documented QA/QC procedures: technical accuracy review by a qualified discipline lead who did not perform the work; interdisciplinary consistency check against the assumption set; editorial and graphics review; and executive review by the Project Manager before anything reaches the City.
- Bi-weekly progress meetings and concise written progress reports addressing completed work, upcoming activities, budget and schedule status, risks, decisions required, action items, and outstanding information needs. Significant issues are raised when they arise, not held for the next scheduled meeting.
- REAP 2.0 grant administration support led by Monika Troncoso: reimbursement documentation, invoice backup formatted to MCTC requirements, performance tracking against grant objectives, progress and closeout reporting, and coordination with City and MCTC staff.
- Organized project records, decision log, and action register maintained throughout and transmitted as part of the final archive.

Deliverables

- Project Management and Grant Compliance Program (schedule, communication procedures, QA/QC procedures, risk management, grant compliance tracking)
- Periodic Progress Reports with updated schedule, budget, and risk information
- Final Project Administration and Grant Closeout Documentation

Objectives supported: *City Implementation Objectives; REAP 2.0 grant compliance. Reduces schedule and grant-compliance risk.*

Task 2 — Development Readiness, Existing Conditions, and Regulatory Constraints Assessment

Task 2 establishes what can actually be built on this parcel and what the City must do to allow it. The RFP is explicit that this must be implementation-relevant rather than a descriptive inventory, and we agree: a catalogue of existing conditions has no value to a developer. What has value is a clear statement of the buildable envelope, the entitlement path, and the actions required to clear it.

Our Approach

- Compile and evaluate existing land use, zoning, General Plan designation, parcel configuration, title and easements, rights-of-way, surrounding development and neighborhood context, remaining structures or subsurface improvements, and relevant property information for the ±0.48-acre site.

E. Method of Approach

- Review available GIS, assessor, aerial, survey, infrastructure, transportation, and utility data; identify material data gaps requiring further investigation and state their implementation consequences and cost.
- Evaluate existing infrastructure and service conditions sufficient to identify development constraints — water, sewer, storm drainage, streets and access, sidewalks, dry utilities, and broadband — in coordination with Proactive Engineering under Task 4.
- Establish baseline environmental and physical constraints, with specific attention to post-fire site conditions, potential hazardous materials in remaining debris, residual foundations or below-grade structures, and the historical and archaeological sensitivity arising from the parcel's 1876 origin.
- Review applicable General Plan, zoning, development standards, subdivision requirements, design standards, parking, landscaping, engineering, accessibility, utility, and sign requirements, and identify which standards constrain a feasible development program on a parcel of this size and shape.
- Identify applicable State and federal requirements and entitlement pathways, including the Surplus Land Act, Housing Accountability Act, density bonus law, SB 35 / AB 2011 and successor streamlining provisions where applicable, AB 2097 parking limitations, CEQA, and tribal consultation obligations under AB 52 and SB 18.
- Identify regulatory barriers, entitlement complexity, procedural issues, streamlining opportunities, and recommended implementation actions — including whether the City should amend a standard, adopt an overlay, or process a project-specific approval, and what each choice costs in time.
- Prepare a site-specific development-readiness evaluation identifying opportunities, constraints, risks, dependencies, and issues requiring further due diligence, with each item assigned a responsible party and a timeframe.
- Prepare coordinated GIS and mapping products supporting subsequent feasibility, concept planning, environmental, infrastructure, and procurement work.

Deliverables

- Development Readiness and Constraints Assessment, incorporating existing conditions, regulatory and entitlement analysis, development constraints, opportunity and constraint mapping, GIS data, and recommended regulatory or procedural actions

Objectives supported: *REAP 2.0 entitlement-certainty objectives; City Implementation Objectives. Reduces entitlement uncertainty and predevelopment risk.*

E. Method of Approach

Task 3 — Housing Market, Development Feasibility, and Financial Analysis

Task 3 answers the question the City most needs answered and that developers will test hardest: what can be built here, and what will it take to make it happen. Kosmont Companies leads this task, with Monika Troncoso leading the affordable housing finance components. Market, development, and financial analysis are performed as one integrated exercise by one team, not as three studies stapled together.

Our Approach

- Evaluate Downtown Madera and relevant local and regional housing market conditions: population and household trends, employment and income, tenure, affordability, vacancy, supply, absorption, recent development activity, and directly competitive projects, using both secondary data and direct market contact.
- Assess current and projected housing demand and identify market-supported product types, unit ranges, tenure, affordability levels, and mixed-use or ground-floor commercial opportunities appropriate to a small downtown corner site.
- Evaluate affordable housing opportunities including feasible income targeting, 9% and 4% LIHTC positioning, State programs including AHSC, IIG, and Prohousing where the site qualifies, local and County sources, tax-exempt bond financing, and partnership structures.
- Develop site-specific development programs and test density, unit mix, ground-floor use, parking configuration, phasing, and development intensity. Parking scenarios will be tested explicitly, including reduced or eliminated minimums under AB 2097 if the MITC qualifies, and shared or joint-use arrangements with the transit center.
- Prepare development cost, revenue, operating, financing, and timing assumptions appropriate to this level of analysis, with every material assumption and limitation stated on its face.
- Build a native financial feasibility model evaluating returns, funding gap, required public investment, sensitivity to material variables, and alternative development scenarios. Delivered in native Excel with unlocked, documented assumptions so City staff can rerun it after this contract ends.
- Evaluate public-private partnership, land disposition, ground lease, infrastructure investment, and incentive strategies that improve feasibility while protecting long-term public objectives — including an honest comparison of land sale versus ground lease and what each does to the City's leverage and revenue.
- Identify the market and financial conditions that should inform developer procurement: realistic development requirements, incentives, risk allocation, and evaluation considerations.

Deliverables

- Market, Development Feasibility and Financial Analysis Report

E. Method of Approach

- Native Financial Feasibility Model with supporting assumptions and data files
- Concise Development Program and Feasibility Summary for City decision-makers, funding agencies, and prospective developers

Objectives supported: *Primary Project Objective; City Implementation Objectives. Reduces development uncertainty and improves financial feasibility.*

Task 4 — Infrastructure, Mobility, Environmental, and Project Delivery Strategy

Task 4 identifies the physical, environmental, transportation, utility, permitting, and delivery conditions that must be addressed to move from concept to implementation. Proactive Engineering Consultants leads the infrastructure and utility evaluation; Albert Armijo and Brian Baca lead the environmental and CEQA components. Consistent with the RFP, this work is implementation-oriented and excludes detailed engineering design and project-level CEQA documentation unless separately authorized under Task 8.

Our Approach

- Evaluate water, wastewater, storm drainage, streets, access, curb, gutter and sidewalk, lighting, traffic control, broadband, electrical, and telecommunications conditions serving the site, including capacity and connection requirements for the development programs under consideration.
- Assess multimodal access, pedestrian and bicycle connectivity, the relationship to the Madera Intermodal Transit Center, and roadway interfaces — evaluated against the completed road-diet configuration rather than existing conditions, since the corridor will be rebuilt before any development occurs.
- Identify infrastructure deficiencies, capacity constraints, required improvements, preliminary cost considerations, priorities, dependencies, and potential funding opportunities, distinguishing City obligations from developer obligations so the solicitation can allocate them cleanly.
- Evaluate environmental issues that could materially affect redevelopment or delivery: biological, cultural and historical, hazardous materials, noise, air quality, greenhouse gas, water, transportation, public services, environmental justice, and cumulative considerations as applicable.
- Identify the likely CEQA pathway and required technical studies, including evaluation of available streamlining and infill exemption mechanisms, and identify what the City can complete in advance to remove environmental uncertainty from the developer's risk calculus.
- Establish Caltrans District 6 coordination requirements for SR 145 frontage, access, and encroachment as an identified long-lead item.

E. Method of Approach

- Coordinate environmental, infrastructure, regulatory, market, financial, and concept-planning findings into a practical project-delivery sequence, and identify implementation risks, required agency coordination, long-lead activities, and actions that should occur before or concurrent with developer solicitation.

Deliverables

- Infrastructure, Environmental and Project Delivery Strategy, incorporating infrastructure and mobility findings, improvement priorities, preliminary costs, environmental constraints and CEQA strategy, permitting considerations, sequencing, risks, and funding and coordination recommendations

Objectives supported: *REAP 2.0 VMT and infrastructure-leverage objectives; Technical and Implementation Objectives. Reduces project-delivery risk.*

Task 5 — Mixed-Use Affordable Housing Development Strategy and Concept Plan

Task 5 converts the preceding analysis into a specific development strategy and an illustrative concept the City can show to a Council, a funder, and a developer. Perkins Eastman leads the design work. The challenge on a 0.48-acre corner is disciplined: there is one good building here, and the question is how it addresses two street frontages, accommodates parking without consuming the site, and holds a prominent downtown corner.

Our Approach

- Synthesize Tasks 2 through 4 into a preferred redevelopment vision and development program consistent with market conditions, financial feasibility, infrastructure capacity, environmental constraints, City objectives, and REAP 2.0 requirements.
- Define a practical range — not a single fixed point — of residential density, unit count, affordability, tenure, commercial and mixed-use components, public space, parking, circulation, and phasing, so that competitive private responses remain possible.
- Identify strategies to maximize affordable housing and public benefit while maintaining economic feasibility, with the trade-offs stated explicitly rather than assumed away.
- Prepare development alternatives, including at least one preferred concept and sufficient alternatives to test material differences in density, use mix, phasing, parking, public realm, or implementation approach. Each alternative is run through the Task 3 model so the City sees the feasibility consequence of each design choice.
- Prepare site planning and urban design concepts addressing building placement, massing, circulation, pedestrian connections, parking, public space, streetscape integration with the completed corridor improvements, landscaping, and phasing.
- Prepare conceptual development standards or design parameters suitable for incorporation into the future solicitation — written as performance parameters a developer can respond to, not as a prescriptive design the City is committed to defending.

E. Method of Approach

- Prepare illustrative graphics, diagrams, renderings, and presentation materials suitable for decision-makers, the public, funding agencies, and prospective developers, and usable in Council, Planning Commission, print, web, and social media formats.

Deliverables

- Development Strategy and Concept Plan, incorporating the preferred development program, affordable housing strategy, alternatives, site plan or plans, urban design framework, conceptual development standards, public realm concepts, phasing, and presentation graphics

Objectives supported: *Primary Project Objective; REAP 2.0 AFFH and VMT objectives. Improves readiness and developer recruitment value.*

Task 6 — Public, Stakeholder, and Developer Engagement

Task 6 has two distinct audiences and two distinct purposes. Community engagement must be genuine, inclusive, and documented to satisfy REAP 2.0 equity and AFFH objectives. Developer and investor market sounding is a technical validation exercise whose purpose is to prevent the City from issuing a solicitation the market will not answer. We plan and staff them differently.

Our Approach

- Prepare an integrated engagement and market-validation plan identifying audiences, objectives, methods, schedule, communication tools, language-access needs, documentation procedures, and the method by which feedback is carried into Project recommendations. Engagement will be coordinated with the City's existing communication practices and will not duplicate outreach already underway for the corridor project.
- Conduct targeted outreach to residents, property and business owners, neighborhood and community organizations, housing organizations, public agencies, institutional partners, and other stakeholders identified by the City. Materials and facilitation will be provided in Spanish as well as English, led by Monika Troncoso.
- Conduct public workshops, stakeholder meetings, surveys, interviews, or digital engagement as needed to obtain meaningful input, with specific attention to reaching residents of the surrounding downtown neighborhoods and historically underserved populations, consistent with AFFH objectives. Downtown business and transit-user outreach will be conducted in place rather than solely through evening meetings.
- Conduct structured developer and market outreach to market-rate and affordable housing developers, mixed-use and commercial developers, investors, financial institutions, and housing finance organizations active in the Central Valley, drawing on Kosmont's standing relationships across the California development and finance community.
- Use market sounding to test development concepts, product assumptions, financial feasibility, public investment needs, procurement approach, risk allocation, incentives, and partnership

opportunities — conducted early enough that the findings can still change the Task 7 solicitation structure.

- Document major themes, areas of support and concern, market feedback, implementation opportunities, and recommended refinements, and demonstrate how each was carried into the Development Strategy, Implementation Roadmap, Funding Strategy, and Solicitation Package.

Deliverables

- Engagement and Market Validation Report, incorporating public and stakeholder engagement results, developer and investor market sounding, documented feedback, implementation partnership opportunities, and recommended refinements

Objectives supported: *REAP 2.0 AFFH and equity objectives; City Implementation Objectives. De-risks the developer solicitation.*

Task 7 — Implementation, Funding, and Development Solicitation Package

Task 7 is the task the City is buying. Everything preceding it exists to make this package credible. The test the RFP applies is whether the City finishes with a practical and defensible path from Project completion to developer solicitation and implementation, and we have built the package to be issued with project-specific refinement rather than rewritten.

Our Approach

- Prepare a prioritized Implementation Roadmap identifying immediate, near-term, and longer-term actions with responsible parties, dependencies, timing, estimated costs or resource needs, funding sources, public benefits, and performance measures.
- Prepare a Funding Strategy identifying applicable grant, affordable housing, infrastructure, public financing, private investment, and partnership opportunities, with application windows, competitiveness assessment, required documentation, and the sequencing needed to pursue them. Where the City is not currently competitive for a source, we will say so and identify what would change that.
- Identify the actions necessary to position the site for solicitation: remaining due diligence, regulatory actions, infrastructure commitments, environmental work, financing commitments, Surplus Land Act steps, and required City Council decisions with recommended hearing dates.
- Evaluate and recommend the developer procurement and disposition approach — RFQ, RFP, two-step RFQ/RFP, ENA, DDA, ground lease, purchase and sale, master developer, or partnership structure — with the reasoning stated and the alternatives shown, so the City is choosing rather than accepting.

- Establish recommended development requirements, minimum and preferred outcomes, public benefits, affordability expectations, performance standards, risk allocation principles, incentives, and evaluation criteria for developer selection.
- Prepare a Developer Information Memorandum communicating the site, the opportunity, market context, City objectives, known constraints, development program, public investment, procurement strategy, and anticipated developer obligations — written to be read by an acquisitions officer deciding whether to pursue.
- Prepare procurement-ready solicitation templates and draft materials: development criteria, response requirements, evaluation framework and scoring, procurement schedule, and supporting materials.
- Integrate all findings into a Final Implementation Strategy with a concise Executive Implementation Guide for City staff and decision-makers.
- Prepare and deliver presentations to the City Council, Planning Commission, public, and funding partners as directed by the City.
- Prepare the final coordinated electronic project archive: approved final reports, GIS, native financial model, native files, graphics, source data, and procurement materials, organized so the City can use and update the work after completion.

Deliverables

- Final Development Implementation and Solicitation Package, consisting of the Final Implementation Strategy and Executive Implementation Guide; Implementation Roadmap and Funding Strategy; Development Solicitation Strategy; Developer Information Memorandum; procurement-ready solicitation templates and materials; developer evaluation framework; final development program and concept plan; and final electronic and native data package

Objectives supported: *Primary Project Objective; all Implementation Objectives. Delivers the practical, defensible path to solicitation.*

Task 8 — Optional Implementation Assistance

Task 8 provides continuity after the core Project. No optional services will be performed without written authorization through a Task Authorization or other City-approved mechanism. As stated in Section B.2, we have assumed Task 8 services are supported by the City's local complementary funds or other non-REAP sources; we will conform to the City's direction on this point.

Our Approach

- Developer solicitation management, proposal evaluation, negotiation support, and public-private partnership assistance — the most valuable continuity service, because the team that wrote the solicitation understands what each response is and is not offering.
- Grant applications, funding strategy updates, and financing assistance.

E. Method of Approach

- Updates to financial feasibility analyses, market assumptions, development programs, or implementation schedules in response to changing conditions.
- Planning, entitlement, environmental, infrastructure, engineering, urban design, housing, economic development, or real estate technical assistance consistent with the Project Objectives.
- Public engagement, implementation monitoring, presentations, and updates to the Final Implementation Strategy.
- Preparation of supplemental procurement, development, or implementation documents.

Deliverables

- As identified in each authorized Task Authorization, which will state scope, deliverables, schedule, and not-to-exceed fee before work begins

Objectives supported: *City Implementation Objectives; continuity of implementation capability.*

E.2 IMPLEMENTATION PLAN AND MANAGEMENT CONTROLS (SECTION V.E.1)

(i) Methods and controls by which VCA manages projects of this type

Our controls are built around four instruments, each with a defined owner and a defined cadence.

- Single coordinated assumption set. One controlled document holds every material assumption — unit counts, costs, rents, absorption, timing, fees, parking ratios. No discipline may change an assumption unilaterally; changes are logged, dated, and pushed to every affected work product. This is what prevents the concept plan and the pro forma from telling different stories.
- Critical-path schedule with City decision dates shown. City review periods and Council decision dates are on the schedule as critical-path items with named durations, because on a ten-week program they are.
- Living risk register. Opened at kickoff, reviewed at every bi-weekly meeting, each item with an owner, a trigger, and a corrective action. Items are closed explicitly, not allowed to lapse.
- Independent technical review. No deliverable reaches the City without review by a qualified person who did not produce it, followed by interdisciplinary consistency check, editorial and graphics review, and Project Manager executive review.

(ii) Methodology for soliciting and documenting stakeholder views

Internal stakeholders — City departments, the City Attorney, MCTC — are engaged through structured interviews at kickoff and through decision-point check-ins tied to schedule milestones. External stakeholders are engaged through the Task 6 program. All input is captured in a single input

E. Method of Approach

log recording source, date, substance, and disposition: whether it was incorporated, partially incorporated, or not incorporated, and why. That log is delivered as part of the Engagement and Market Validation Report. Stakeholders are entitled to know what happened to what they said, including when the answer is that it could not be accommodated.

(iii) Other project management and implementation strategies

- Concurrent task execution with defined interface points, described in Section E.1, in place of sequential execution the schedule cannot absorb.
- Front-loaded City information request issued within two business days of Notice to Proceed, so document collection does not sit on the critical path.
- Early Surplus Land Act determination, so the disposition pathway is known before the procurement strategy is drafted rather than after.
- Deliverables built as one integrated package from the outset, rather than assembled from standalone reports at the end.

E.3 ACHIEVING CLIENT SATISFACTION AND SATISFYING THE SCOPE (SECTION V.E.2)

We define client satisfaction on this Project narrowly and testably: on the day the contract closes, can the City issue a developer solicitation without hiring someone else to finish the work. Everything below serves that test.

- Deliverables that state their own basis. Each major work product identifies the Project Objectives it supports and states its assumptions, methodology, data sources, limitations, and implementation implications — so a future reader, including a developer’s consultant, can evaluate the work rather than take it on faith.
- Usable native files. The financial model, GIS data, graphics, and solicitation templates are delivered unlocked and documented. Work the City cannot update is work with a short shelf life.
- Responsiveness standard. Correspondence acknowledged within one business day; substantive responses within three; significant issues raised immediately rather than deferred to the next scheduled meeting.
- One accountable person. The Project Manager attends every progress meeting and every public presentation, and has authority to assign personnel, commit resources, and approve deliverables.
- Direct communication about problems. If an assumption proves wrong, a source proves unavailable, or a finding is unwelcome, the City hears it from us early. Managing a client’s expectations is not the same as managing a project.

E. Method of Approach

E.4 PROJECT SCHEDULE (SECTION V.E.3)

The schedule below assumes Notice to Proceed on or about October 20, 2026, following the City's anticipated award consideration on October 17, 2026, and delivers all REAP-funded work by December 31, 2026, consistent with the assumption stated in Section B.2. Durations are in calendar weeks from Notice to Proceed. Concurrency is intentional and is the only way this scope fits this period.

TASK / MILESTONE	START (WK)	DURATION	CITY ACTION REQUIRED
Notice to Proceed / kickoff meeting	1	1 week	Kickoff attendance; document transmittal
Task 1 — Management, grant compliance, QA/QC	1	Continuous	Bi-weekly progress meetings
Task 2 — Readiness & constraints assessment	1	5 weeks	Data access; City Attorney input on Surplus Land Act
Task 3 — Market, feasibility, financial analysis	1	6 weeks	Review of assumption set (Wk 3)
Task 4 — Infrastructure, environmental, delivery	2	5 weeks	Public Works and Engineering input; Caltrans introduction
Interface checkpoint — assumption set locked	4	—	City concurrence on development program range
Task 6 — Engagement & market validation	3	6 weeks	Stakeholder list; venue and noticing support
Task 5 — Development strategy & concept plan	5	4 weeks	Direction on preferred alternative (Wk 7)
Draft Tasks 2–6 deliverables to City	8	—	Consolidated City comments within 5 business days
Task 7 — Implementation, funding, solicitation package	7	4 weeks	Council or Commission presentation scheduling
Final deliverables & electronic archive	10–11	—	Acceptance
REAP 2.0 grant closeout documentation	11	—	Submittal to MCTC
Task 8 — Optional assistance (if authorized)	As authorized	As authorized	Written Task Authorization

E. Method of Approach

Schedule risk and mitigation. The two schedule risks we consider material are City review turnaround and Council calendar availability for any required action. We have shown a five-business-day consolidated review period; each additional week of review consumes a week of production. If the City can identify in advance which Council or Planning Commission meeting dates are available in November and December 2026, we will build the schedule around those dates at kickoff. If the City determines that a longer period is available under the grant, we will extend the schedule to allow deeper analysis at no additional cost.

E.5 TASKS REQUIRED FROM CITY STAFF (SECTION V.E.4)

We have kept City staff demands deliberately narrow and specific, because on this schedule an open-ended request for support will not be met. The items below are what we need and when.

CITY ROLE	RESPONSIBILITY	TIMING
Project Manager (City)	Single point of contact; coordinates internal review; resolves internal conflicts; approves deliverables	Throughout; bi-weekly meetings
Community Development / Planning	Provide plans, ordinances, GIS, prior studies, permit history; confirm interpretation of development standards	Weeks 1–3
Public Works / Engineering	Utility as-builts, capacity information, CIP status, road diet plans and construction sequencing, Caltrans contacts	Weeks 1–4
City Attorney	Surplus Land Act determination; disposition mechanism concurrence; review of solicitation and agreement templates	Weeks 2–3 and Weeks 8–10
Finance / Grants	REAP 2.0 grant agreement, reporting format, invoice requirements, MCTC contacts; confirmation of expenditure treatment	Week 1
Property / Real Property	Title report, survey, acquisition history, encumbrances, existing agreements affecting the parcel	Weeks 1–2
Communications / Clerk	Noticing, website posting, meeting venues, translation coordination, Council and Commission scheduling	Weeks 3–11
Executive / City Manager	Direction at the preferred-alternative decision point; Council coordination	Week 7 and as needed

VCA and its subconsultants perform all analysis, drafting, graphics, facilitation, documentation, and grant documentation preparation. City staff provide information, direction at decision points, review, and internal and Council coordination. We do not ask City staff to draft, produce, or edit deliverables.

E. Method of Approach

E.6 INNOVATIVE AND CREATIVE APPROACHES (SECTION V.E.5)

- A developer-facing feasibility model rather than a consultant-facing one. The native model is structured so that a prospective developer's own analyst can follow it, which shortens the diligence period during solicitation and reduces the risk-premium discount applied to unfamiliar public-agency assumptions.
- Market sounding as a design input, not a validation step. Developer outreach is scheduled before the solicitation structure is fixed, so that what we learn can still change what the City asks for. This is the single highest-value sequencing decision in the scope.
- Design to the future corridor condition. The concept plan will be drawn against the completed road-diet configuration, so the City's marketing materials show the street the developer will actually build on — and so the corridor investment reads as value rather than as construction disruption.
- Parking tested as a feasibility variable rather than assumed as a standard. Each parking scenario, including statutory reduction and shared use with the Madera Intermodal Transit Center, is run through the model and reported as a gap number, giving the City a defensible basis for whatever it ultimately requires.
- A pre-cleared disposition pathway. Surplus Land Act steps and required Council actions are identified in Task 2 and sequenced in Task 7, so the City is not discovering a statutory notice requirement after selecting a developer.
- An Executive Implementation Guide written for a reader who has not read the technical work. Ten to fifteen pages: what the City has, what it is worth, what it will take, what happens next, and who does it. This is the document that survives staff turnover.

EXHIBIT B
SCHEDULE OF COMPENSATION



J. COST PROPOSAL

Request for Proposal No. 202627-06

REAP 2.0 Downtown Mixed-Use Housing Implementation Strategy & Development Readiness Project

The Code Group, Inc., dba VCA Code — September 9, 2026

1. BASIS OF THE FEE PROPOSAL

VCA proposes a not-to-exceed fee for Tasks 1 through 7, billed monthly against percentage of task completion with documentation formatted to REAP 2.0 reimbursement requirements. Task 8 services are proposed on a time-and-materials basis under the hourly rate schedule in Section 4, performed only pursuant to a written Task Authorization stating scope, deliverables, schedule, and a not-to-exceed amount.

- Tasks 1 through 7 are scoped and priced for performance and invoicing within the REAP 2.0 grant period, with all deliverables complete and billable on or before December 31, 2026, assuming Notice to Proceed on or about October 20, 2026.
- Task 8 amounts are shown as an allowance only and are assumed to be supported by the City's local complementary funds or other non-REAP sources. No Task 8 amount is included in the not-to-exceed total for the core Project.
- The fee includes all labor, overhead, subconsultant costs, reproduction, travel, and incidental expenses necessary to complete the Scope of Services. No markup is applied to subconsultant costs.
- The fee assumes the number of public and stakeholder engagement events and the number of Council and Planning Commission presentations stated in Section 3. Additional events are available at the hourly rates in Section 4.
- This proposal remains valid for a minimum of 180 days following submission.

2. FEE SUMMARY BY TASK

TASK	LABOR	SUBCONSULTANT	TASK TOTAL
Task 1 — Project Management, Grant Compliance, QA/QC	\$28,150.00	—	\$28,150.00
Task 2 — Development Readiness & Constraints Assessment	\$40,850.00	—	\$40,850.00
Task 3 — Market, Feasibility & Financial Analysis	\$15,745.00	\$60,000.00	\$75,745.00
Task 4 — Infrastructure, Mobility, Environmental & Delivery	\$20,075.00	\$28,000.00	\$48,075.00



TASK	LABOR	SUBCONSULTANT	TASK TOTAL
Task 5 — Development Strategy & Concept Plan	\$19,175.00	\$50,000.00	\$69,175.00
Task 6 — Public, Stakeholder & Developer Engagement	\$29,025.00	\$12,000.00	\$41,025.00
Task 7 — Implementation, Funding & Solicitation Package	\$44,625.00	\$27,900.00	\$72,525.00
Reimbursable expenses (included)	—	—	—
NOT-TO-EXCEED TOTAL, TASKS 1–7	\$197,645.00	\$177,900.00	\$375,545.00
Task 8 — Optional Implementation Assistance (allowance; not included above)	\$40,005.00	—	\$40,005.00

Note on Council approval. Per Section VIII.M of the RFP, a contract of \$75,000 or more will not be in force until approved by the Madera City Council. We have accounted for the October 17, 2026 award consideration date in our schedule accordingly.

3. LABOR HOURS BY TASK AND CLASSIFICATION

TASK	PM	SR PLNR	HOUSING /GRANTS	ENVIRON	KOSMONT	PERKINS E.	PEC	TOTAL HRS
Task 1	60	15	55	30	0	0	0	0
Task 2	25	85	0	150	0	0	0	0
Task 3	20	12	55	0	200	0	0	0
Task 4	10	25	0	100	0	0	160	160
Task 5	40	25	0	50	0	200	0	0
Task 6	30	20	65	60	40	0	0	0
Task 7	85	35	50	95	73	24	0	0
TOTAL	270	217	225	485	313	224	160	160

Assumed meeting and event count included in the fee:

- One kickoff meeting (in person)
- 3 bi-weekly progress meetings (virtual)
- 1 public workshop (in person, bilingual)
- 3 stakeholder meetings or interviews
- 3 developer and investor market sounding interviews
- 1 City Council presentations and 1 Planning Commission presentations



4. HOURLY RATE SCHEDULE

The rates below apply to Task 8 authorized services and to any additional services requested in writing by the City. Rates are effective through [date] and are subject to annual adjustment only upon written City approval.

NAME	TITLE	HOURLY RATE
Jennifer A. Lilley, AICP	Director of Planning & Development Services / Principal-in-Charge	\$195.00
Raynald Pascua	Planning Manager	\$185.00
Monika M. Troncoso	Housing, Redevelopment & Grants Specialist	\$175.00
Brian R. Baca, PG, CEG	Technical Environmental Advisor	\$195.00
Albert G. Armijo	Environmental / Entitlement Lead	\$185.00
Mathew W. Evans	Senior Planner	\$165.00
VCA planning bench	Senior Planner / Principal Planner	\$155.00
VCA planning bench	Associate Planner	\$120.00
Michael Allocco	GIS / Graphics Specialist	\$115.00
VCA administrative staff	Administrative / Document Production	\$85.00
Kosmont Companies	Chairman & CEO	\$540.00
Kosmont Companies	President	\$435.00
Kosmont Companies	Senior Vice President / Senior Advisor	\$405.00
Kosmont Companies	Vice President	\$295.00

5. PAYMENT TERMS AND REIMBURSABLES

- Monthly invoicing based on percentage of task completion, with backup documentation formatted to REAP 2.0 and MCTC reimbursement requirements.
- Reimbursable expenses are included in the not-to-exceed amounts and are not separately billed.
- No fee escalation during the term of the core Project.
- Task 8 services invoiced monthly against the authorized Task Authorization amount.

Enter requested data in the yellow highlighted fields. DO NOT ALTER TEXT IN ANY OTHER CELLS. DO NOT ADD OR DELETE ROWS OR COLUMNS.

TASK	The Code Group, Inc. dba VCA Code				Task Subtotal Fee	Kosmont Companies Perkins Eastman Proactive Engineering			Task Subtotal Fee	Total Task Hours	Total Task Fee
	Labor / Hours					Labor / Hours					
	Jennifer A. Lilley, AICP - Principal	Raynald Pascua - Planning	Monika M. Troncoso - Housing	Technical & Support Staff -		Kosmont Companies - Senior	Perkins Eastman - Principal	Proactive Engineering - Principal			
	\$ 195.00	\$ 185.00	\$ 175.00	\$ 135.00		\$ 300.00	\$ 250.00	\$ 175.00			
1: Project Management, Grant Compliance, and Quality Assurance	60	15	55	30		0	0	0			
Subtotal Hours:	60	15	55	30		0	0	0			
Subtotal Cost:	\$ 11,700.00	\$ 2,775.00	\$ 9,625.00	\$ 4,050.00	\$ 28,150.00	\$ -	\$ -	\$ -	\$ -	160	\$ 28,150.00
2: Development Readiness, Existing Conditions, and Regulatory Constraints Assessment	25	85	0	150		0	0	0			
Subtotal Hours:	25	85	0	150		0	0	0			
Subtotal Cost:	\$ 4,875.00	\$ 15,725.00	\$ -	\$ 20,250.00	\$ 40,850.00	\$ -	\$ -	\$ -	\$ -	260	\$ 40,850.00
3: Housing Market, Development Feasibility, and Financial Analysis	20	12	55	0		200	0	0			
Subtotal Hours:	20	12	55	0		200	0	0			
Subtotal Cost:	\$ 3,900.00	\$ 2,220.00	\$ 9,625.00	\$ -	\$ 15,745.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	287	\$ 75,745.00
4: Infrastructure, Mobility, Environmental, and Project Delivery Strategy	10	25	0	100		0	0	160			
Subtotal Hours:	10	25	0	100		0	0	160			
Subtotal Cost:	\$ 1,950.00	\$ 4,625.00	\$ -	\$ 13,500.00	\$ 20,075.00	\$ -	\$ -	\$ 28,000.00	\$ 28,000.00	295	\$ 48,075.00
5: Mixed-Use Affordable Housing Development Strategy and Concept Plan	40	25	0	50		0	200	0			
Subtotal Hours:	40	25	0	50		0	200	0			
Subtotal Cost:	\$ 7,800.00	\$ 4,625.00	\$ -	\$ 6,750.00	\$ 19,175.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	315	\$ 69,175.00
6: Public, Stakeholder, and Developer Engagement	30	20	65	60		40	0	0			
Subtotal Hours:	30	20	65	60		40	0	0			
Subtotal Cost:	\$ 5,850.00	\$ 3,700.00	\$ 11,375.00	\$ 8,100.00	\$ 29,025.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	215	\$ 41,025.00
7: Implementation, Funding, and Development Solicitation Package	85	35	50	95		73	24	0			
Subtotal Hours:	85	35	50	95		73	24	0			
Subtotal Cost:	\$ 16,575.00	\$ 6,475.00	\$ 8,750.00	\$ 12,825.00	\$ 44,625.00	\$ 21,900.00	\$ 6,000.00	\$ -	\$ 27,900.00	362	\$ 72,525.00
TOTAL, TASKS 1 THROUGH 7:										1,894	\$ 375,545.00
8: Optional Implementation Assistance	60	40	40	103		0	0	0			
Subtotal Hours:	60	40	40	103		0	0	0			
Subtotal Cost:	\$ 11,700.00	\$ 7,400.00	\$ 7,000.00	\$ 13,905.00	\$ 40,005.00	\$ -	\$ -	\$ -	\$ -	243	\$ 40,005.00
TOTAL, OPTIONAL TASK 8:										243	\$ 40,005.00

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

Date	9/9/2026
Company Name	The Code Group, Inc. dba VCA Code
Street Address	1845 W. Orangewood Ave., Suite 210
City / State / ZIP	Orange, CA 92868
Phone Number	(714) 363-4700
Person Preparing Proposal	Jennifer A. Lilley
Title	Project Manager / Principal-in-Charge
Email Address	JLilley@vcacode.com
Signature of Person Preparing Proposal	Jennifer A. Lilley

Enter requested data in yellow highlighted cells. DO NOT ALTER TEXT IN ANY OTHER CELL.
 DO NOT ADD OR DELETE ROWS OR COLUMNS.

Staff Fees		
Name	Title	Hourly Rate
Jennifer A. Lilley, AICP	Director of Planning & Development	\$ 195.00
Raynald Pascua	Planning Manager	\$ 185.00
Monika M. Troncoso	Housing, Redevelopment & Growth	\$ 175.00
Brian R. Baca, PG, CEG	Technical Environmental Advisor	\$ 195.00
Albert G. Armijo	Environmental / Entitlement Liaison	\$ 185.00
Mathew W. Evans	Senior Planner	\$ 165.00
VCA planning bench	Senior Planner / Principal Planner	\$ 155.00
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Kosmont Companies	Chairman & CEO	\$ 540.00
Kosmont Companies	President	\$ 435.00
Kosmont Companies	Senior Vice President / Senior Advisor	\$ 405.00
Kosmont Companies	Vice President	\$ 295.00
Kosmont Companies	Senior Project Analyst	\$ 210.00
Kosmont Companies	Project Analyst	\$ 195.00
Kosmont Companies	Administrative Support	\$ 90.00
Perkins Eastman	CONFIRM - Principal / Urban Designer	\$ 250.00
Proactive Engineering	CONFIRM - Principal / Project Engineer	\$ 175.00

EXHIBIT C

INSURANCE

A. Insurance Requirements

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 and must name the City and its officers, officials, employees and agents shall be 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 Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to name the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Maintenance of Coverage

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

Proof of Insurance

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

Primary/Non-Contributory

Service Provider's insurance shall allow and be endorsed as primary and not seek contribution from the City's coverage.

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 City 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

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

subconsultants or subcontractors. Broad coverage or blanket coverage forms will not be accepted; waiver of subrogation endorsement must name City of Madera.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

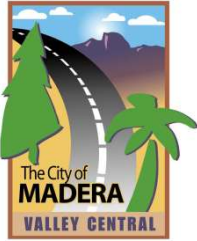
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk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

Timely Notice of Claims

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

Additional Insurance

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



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: D-2

SUBJECT:

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

RECOMMENDATION:

Adopt a Resolution declaring the City's intent to reimburse project costs from future financing proceeds for eligible project expenditures incurred prior to execution of the final financing agreement for the 2.5 million-gallon (MG) water tank in northeast Madera, City Project No. W-T-0001

SUMMARY:

The California Drinking Water State Revolving Fund (DWSRF) program offers consolidation incentives to encourage the merging of smaller, struggling water systems with larger, more robust systems. These incentives can include grant funding and preferential financing terms. The 2.5 MG Water Storage Tank Project is eligible for funding under this program, resulting from the Parkwood Water Consolidation Project. Upon completion of certain DWSRF funded infrastructure improvements within the Parkwood water supply system, the system will be consolidated with the City's water system.

DISCUSSION:

The DWSRF provides financial assistance for eligible drinking water infrastructure projects, including loans, grants and principal forgiveness. In California, the program is administered through the State Water Resources Control Board (SWRCB).

On June 18, 2025, the City Council adopted Resolution 25-102 authorizing the City Manager, or designee, to submit an application for financial assistance through the DWSRF program for project W-T-0001. The City's application has since advanced through the funding process and preparation of a funding agreement is currently underway.

As part of the DWSRF funding process, the City is required to adopt a reimbursement resolution establishing its intent to reimburse eligible project expenditures incurred before DWSRF funds become available. This allows the City to use available City funds to pay eligible project costs while the funding agreement is being finalized and to reimburse those funds once DWSRF financing becomes available.

Currently, construction costs for this project are expected to be \$37,980,000. Of this amount, \$1,000,000 is anticipated to be paid with DWSRF grant funds and \$625,000 from the Development Impact Fee (DIF) Program. The remaining \$36,355,000 is proposed to be funded through \$29,084,000 in DWSRF zero-interest financing, representing 80 percent of that amount, and \$7,271,000 from the City's Water Utility Fund, representing the remaining 20 percent. The Water Utility Fund contribution is a requirement to receive zero-interest financing; however, the financing terms have not yet been finalized. Adoption of the reimbursement resolution is necessary for SWRCB to prepare the final financing memo.

Table 1 below provides a breakdown of the funding for the construction phase of this project.

Table 1: Construction Phase Funding		
Item	Notes	\$ Amount
DWSRF Grant	The City would not pay back this \$1M	\$1,000,000
Development Impact Fees (DIF)	From existing fund balance. These funds were generated by new development	\$625,000
DWSRF Financing	Loan at zero percent interest to be paid back over 30 years through future rate payers	\$29,084,000
Water Utility Funds	To be used from existing fund balance collected from existing rate payers	\$7,271,000
Total		\$37,980,000

Adoption of the resolution does not authorize additional project spending or require the City to borrow the full amount identified. Its purpose is to preserve the City's ability to reimburse eligible project expenditures paid with City funds before DWSRF funds are received.

FINANCIAL IMPACT:

There is no impact on the General Fund. Project W-T-0001 is included in the current Fiscal Year (FY) budget with \$32,720,000 allocated from the Water Utility Fund. With DWSRF zero-interest financing, the Water Utility Fund would fund approximately \$7,271,000 of the project cost. The remaining \$25,449,000 of the current allocation would not be spent and would remain in Water Utility Fund balance. The DWSRF financing would be repaid over 30 years from future Water Utility Fund revenues.

ALTERNATIVES:

The Council may decline to adopt the resolution, or direct staff to seek other methods or sources of funding. Declining to adopt the resolution would prevent the City from receiving funding through the DWSRF program.

ATTACHMENTS:

1. Drinking Water State Revolving Fund Reimbursement Resolution

Attachment 1

Drinking Water State Revolving Fund Reimbursement Resolution

RESOLUTION NO. 26-_____

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

WHEREAS, the City of Madera (the "Agency") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its water system, including certain treatment facilities, pipelines and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds, the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the Agency; and

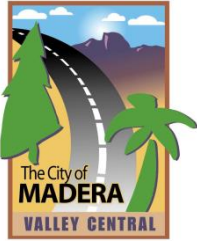
WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

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

1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.
2. The reasonably expected maximum principal amount of the Project Funds is \$30,084,000.

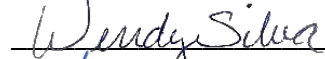
3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds
4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.
5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.
6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.
7. All the recitals in this Resolution are true and correct, and this Agency so finds, determines and represents.

* * * * *



REPORT TO CITY COUNCIL

Approved by:



Wendy Silva, Director of Human Resources



Arnaldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: D-3

SUBJECT:

Mayor's Christmas Concert

RECOMMENDATION:

This report has been prepared at the request of the Mayor, therefore there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a facility use permit with Madera Unified School District and ratifying the application for PG&E grant funds in support of the first annual Mayor's Christmas Concert.

SUMMARY:

Mayor Gallegos seeks to establish a new annual community tradition in the City of Madera, the Mayor's Christmas Concert. The free community event is planned to be held at the Madera South High School (MSHS) Cafeteria on December 12, 2026. For the event to proceed, the City must execute a Facility Use Agreement with Madera Unified School District (District) for use of the MSHS Cafeteria and provide applicable insurance to the District. Additionally, a request for funding in support of the event has been sought through the PG&E Charitable Giving Program. Council is asked to ratify the City's application for funds and authorize the City Manager to execute any documents necessary should funds be awarded.

DISCUSSION:

The Mayor's Christmas Concert seeks to establish a new cherished holiday tradition in Madera that celebrates the joy of the season while bringing residents together in a welcoming and festive environment. The event is envisioned to unite families, celebrate local talent, and provide a free holiday experience for residents of all ages by bringing the community together through music, and the spirit of giving. The Mayor's Christmas Concert will:

- Provide a free holiday event for Madera families;
- Showcase talented local school choirs, musicians, and community performers;

- Encourage community pride and togetherness during the holiday season;
- Establish a new annual holiday tradition for the City of Madera; and
- Promote partnerships between local businesses, schools, nonprofit organizations, and the City.

The event is planned to be held in the MSHS Cafeteria on December 12, 2026. To utilize this facility, the City must enter into a Facility Use Agreement with the District. The Facility Use Agreement will require the City to pay certain fees for District janitorial and safety personnel; however, these fees are not yet known. The City will also be required to provide applicable insurance to the District. For the event to be considered a City-sponsored event falling within the City's existing insurance coverage, staff must be actively involved in the planning and execution of the event, maintaining primary care, custody, and control of the event. As the specific parameters of the event are still evolving, there is no current estimate of staff time.

The Parks & Community Services Department has sought funding support for the event through PG&E's Charitable Giving Program. Council is asked to consider ratifying the application for funds and authorizing the City Manager to execute any documents necessary should funds be awarded. If funds are awarded, a budget amendment will be required, which will be brought back to Council for consideration.

FINANCIAL IMPACT:

As the event parameters are still being defined, the specific dollar value of staff time and facility use fees is unknown. It is anticipated that should the City be awarded the referenced PG&E Charitable Giving Program donation, such donation would cover the associated costs of the event. If the donation is not awarded, Council may direct staff to redirect funds in the Adopted Budget to support this event or may consider a Budget Amendment from unrestricted General Fund Balance.

ALTERNATIVES:

Council may direct staff to consider additional special events that were not included in the Adopted Budget.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A: MUSD Facility Use Agreement
 - b. Exhibit B: PG&E Charitable Giving Program application

Attachment 1: Resolution

Resolution No. _____

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

WHEREAS, Mayor Gallegos seeks to establish a new holiday tradition for the Madera community, the Mayor's Christmas Concert; and

WHEREAS, the event is proposed to be held at the Madera South High School Cafeteria, requiring a Madera Unified School District Facility Use Agreement to reserve the requested space; and

WHEREAS, funding for the event is being sought through the PG&E Charitable Giving Program.

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

1. The above recitals are true and correct.
2. The City Manager is authorized to execute the Facility Use Agreement with Madera Unified School District on behalf of the City of Madera, attached hereto as Exhibit A and incorporated herein.
3. The City Council hereby ratifies the application for a donation from the PG&E Charitable Giving Program, attached hereto as Exhibit B and incorporated herein.
4. The City Manager is authorized to execute any documents necessary to request or receive funds under the PG&E Charitable Giving Program.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A: Facility Use Agreement

MADERA UNIFIED SCHOOL DISTRICT

1205 S. Madera Avenue, Madera, CA 93637 • Phone (559) 675-4548 • FAX (559) 675-4608 Approved: ☐ Yes ☐ No

PERMIT APPLICATION FOR USE OF SCHOOL FACILITIES

Permit Applications must be completed two (2) weeks in advance and approved by the Facilities Planning Department. Name of

Applicant/Organization: CITY OF MADERA

Billing Address: 205 WEST 4TH STREET City: MADERA State: CA

Zip: 93637 Email: Cgallegos@madera.gov

Phone: 559-706-5451 Non-Profit ☐ Yes ☒ No Non-Profit ID:

School Site Requested: Madera South High School Facility/Rooms Requested: Cafeteria (Please list each room

desired) Will kitchen or Snack Bar be used ☒ Yes ☐ No Start Time: 4:00 pm AM / PM End Time: 10:00 pm

AM / PM (Times should include arrival to departure time) **A District assigned Child Nutrition staff member will be assigned for kitchen use.**

Type of Activity/Meeting: City of Madera Mayor Christmas Concert Estimated Number Attending: 500

Donations Solicited: ☐ Yes ☒ No Admission/Registration Fees Charged: ☐ Yes ☒ No

Single Date requested: December 12, 2026 Start Time: 4:00 AM / PM End Time: 10:00 AM / PM

((Month/Day/Year)) ((Times should include arrival to departure time))

Recurring Schedule - Start Date: _____ End Date: _____

((Month/Day/Year)) ((Month/Day/Year))

Start Time: _____ AM / PM End Time: _____ AM / PM (Times should include arrival to departure time)

☐ Weekly ☐ Monthly: ☐ Mon ☐ Tues ☐ Wed ☐ Thuir ☐ Fri ☒ Sat ☐ Sun Notes: _____

Multiple Dates and Times:

Special Set-up Needs or Instructions (audio, video, tables, chairs, etc.):

Chairs theater style, Audio Mics, tables for snack bar

Statement of Information -

The undersigned, as duly authorized representative for _____

states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that _____, the organization on whose behalf he/she is applying for the use of school facilities/property, upholds and defends the Constitution of the United States of America and the State of California.

The undersigned applying for the use of school facilities/property on behalf of any society, group or organization, shall be a member of such applicant group and have authorization from the applicant group to make request for such use.

It is further agreed, User will conform to all the "Rules and Regulations Governing the Use of School Facilities" as contained herein. (Page 2)

Signature: _____ Date: _____

DISTRICT USE ONLY

Facility Available ☐ Yes ☐ No Site Administrator: _____ Date: _____

Custodian: ☐ Open/Close ☐ Duration of Event Security: ☐ Yes ☐ No # of Officers _____ Times: _____

Custodian: _____ Security: _____

Facility Director: _____ Date: _____

RULES AND REGULATIONS GOVERNING THE USE OF MADERA UNIFIED SCHOOL DISTRICT FACILITIES

1. All school facilities are governed by Board Policy 1330.
2. Applications for the use of school facilities shall be made in writing at least **fourteen (14) days** prior to the proposed date of meeting or event. Applications must be signed by the person authorized to represent the group or organization, and must be filled out completely in order to be processed for approval. With the approval of the application, an authorized permit will be issued.
3. Organizations and groups will be assigned accommodations suitable to the size of the group. Permits will be issued for specific rooms or areas in school buildings and/or site. It shall be the responsibility of the organization or group to see that the remainder of the building or site is not entered. The User shall not use buildings, grounds, or other facilities for any activities other than those designated. **Children must be kept under adult supervision at all times.** Such items as microphones, projectors, blackboards, etc., are not furnished unless permission is obtained. All kitchen equipment is the property of the school district; kitchen equipment, utensils, etc., cannot be used for any other purpose. Cooking or the preparation of food by outside groups is prohibited unless approved by Facilities with proper permits, insurance, and assignment of Child Nutrition staff.
4. All permits will be issued for specific hours. At the conclusion of which time, the organization must leave the premises. No permit will be issued to extend later than 12:00 a.m.
5. When a rental charge is made, it must be in conformance with the schedule adopted by the Governing School Board. This schedule is subject to change at the will of the Board. All fees shall be paid in advance. Permission for post-use billing can be approved by the Facilities Planning Department only.
6. No school furniture or apparatus may be removed or displaced by any person or organization, without permission from, and under the supervision of the Site Administrator. Any furniture or apparatus so displaced, must be replaced to the satisfaction of the Site Administrator by the party, parties, or organization responsible for the removal thereof before their departure from the school facility.
7. School property must be protected from damage or mistreatment and each group must be responsible for the condition in which they leave the school building. In case school property is damaged, same shall be paid by the organization, its agents, officers, members, and/or employees which have use of the site.
8. It shall not be permitted, within the precincts of school property, use of alcohol, illegal drugs, expectorating on floors, profane language, quarrelling, fighting, or gambling. Smoking is NOT permitted on school premises or in school buildings. The use of any tobacco products are prohibited by law. It shall be the responsibility of the organization to whom a permit has been granted, to ensure that there are no violations of this regulation. No candles or open flames of any kind are allowed in school facilities.
9. No permit will be issued for a longer period than one school year. At the expiration of all permits, written application must be made for renewal. 10. Permits for the use of school buildings at which there will be a discussion of civic/political problems, shall be open to all that desire to attend.
11. Should an organization need to cancel a permit, the office of Facilities Planning (559-675-4548) must be notified at least twenty-four (24) hours prior to the time for which the permit has been granted. If cancellation notice is not given at least twenty-four hours prior to the event, charges may be incurred. Failure to give such notice may result in the refusal or revocation of future permits.
12. Permits will be granted for use of school buildings on holidays only on unusual occasions. Permits issued over a period of time for the use of school facilities and which fall upon a holiday are automatically cancelled on the particular day or evening of the holiday, unless previously arranged with the Facilities Planning Department. It will not be necessary to renew the permit for subsequent meetings.
13. Any regular school organization, whether day or continuation, evening or afternoon in any school facility, has the preferential right to the use of the rooms in such facility. **No permit will granted which in any way interferes with the program of regular school work. Any meeting for which a permit has been granted must give way to the regular and/or special school activities.**
14. It shall be the duty of the Site Administrator to see that there are no violations of these regulations on the part of any individual or group. All organizations or groups involving juveniles seeking to use school facilities must provide adequate adult sponsorships and supervision. The Site Administrator shall report to the Director of Facilities Planning, all violations of these regulations.
15. Permits may be revoked by the Site Administrator or the Director of Facilities Planning without previous notice whenever the use of the school or school facilities may interfere with regular school use or where there has been a violation of these regulations.
16. Any person applying for the use of school buildings, sites or other facilities on behalf of any society, group or organization, shall be a member of such applicant group and unless he/she is an officer of such group, must present written authorization from the applicant group to make request for such use.
17. The permit which is granted to any group or organization for the use of school buildings, sites or other facilities, shall not be assigned to any other group or organization without the prior written consent of the District. A Facilities Use Permit may not be assigned to any other group or organization without the written consent of the School District.
18. User shall comply will the applicable laws, regulations and ordinances , and shall secure any and all permits which may be required by any governmental agency having jurisdiction to require the same for the intended use of said property.
19. The School District shall have the right to enter the premises or any part or portion thereof for the purposes of inspection or for making such repairs or alterations as may be necessary for the preservation thereof in safe condition.
20. No painting or alterations shall be done to any part or portion of the building site or other facility by putting up or changing any partition(s), door(s), window(s). No nailing, boring, drilling, stapling to the walls; or screwing into the woodwork, masonry, metalwork, or plastering shall be done without the express written consent of the School District.
21. User agrees that it **will not** construct, place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without School District's written consent thereto.

_____ Initial _____ Date

AGREEMENT TO INDEMNIFY AND PROVIDE INSURANCE

City of Madera (User) and **Madera Unified School District** have agreed that **Madera Unified School District** will permit City of Madera (User) to use/occupy Cafeteria (Facility) at Madera South High School (Site) to Present. City of Madera Mayor Christmas Concert (Describe Activity) from 4:00 pm to 10:00 pm. In connection with this agreement, City of Madera (User) and **Madera Unified School District** agree as follows:

City of Madera (User) shall indemnify and hold harmless **Madera Unified School District** and its agents and employees, from any and all claims, lawsuits, loss, attorney fees, costs or expense of any kind resulting from any personal injury, death, property damage, economic loss and damage of any kind, caused by, arising out of or in any way connected with the use of the facility described above, regardless of the source or cause of such personal injury, property damage, death, economic loss or damage of any kind and regardless of whether such personal injury, property damage, death, economic loss or other damage be caused, in whole or in part, by the passive negligence, active negligence, gross negligence, reckless or fault of any kind by **Madera Unified School District** or any of its employees or agents.

City of Madera (User) shall also carry a commercial general liability insurance policy or its equivalent with a reputable insurance company with a minimum limit of liability not less than \$2,000,000 per occurrence. Said liability insurance policy shall name **Madera Unified School District** and its employees as Additional Insureds on said policy. Such coverage shall be primary and non-contributory insurance and the limit of the liability available to **Madera Unified School District** shall be the full limits of the City of Madera (User) insurance policy and shall not be limited, reduced, or restricted by any endorsement which limits the available limit of liability to the additional Insureds to the minimum amount required in a written contract. The Additional Insured coverage shall be provided using ISO forms CG 2010 and CG 2037 with an edition date of 07 04 or equivalent. The policy shall be endorsed to include a waiver of subrogation by User's insurer in favor of **Madera Unified School District**. This waiver shall be in the form of ISO CG 2404 05 09, CG 20 01 04 13, 461-0479 12 12, or equivalent. The policy shall provide that coverage shall not be cancelled, materially changed, or permitted to expire without a thirty (30) day prior written notice to **Madera Unified School District**. Failure to obtain and maintain the insurance required by this agreement on the part of

City of Madera (User) shall constitute a breach of this Agreement.
City of Madera (User) shall furnish a certificate of insurance regarding such coverage from its insurance company as proof of said liability coverage.

Date: _____ Date: _____

by _____ by _____ for **Madera**

Unified School District for _____ (User)

By: _____ By: _____ (Print name and title) (Print name and title)

Insurance Requirements for Madera Unified School District

The contractor/renter/vendor shall provide evidence of authorized insurance for the term of the agreement protecting legal liability of MUSD, their officers, members of the governing board, agents, and employees from occurrences as to commercial general liability insurance and other liability coverage as required. This may be provided by:

1. **Certificate of Insurance**

The contractor/renter/vendor must provide the District with a signed Certificate of Insurance with a separate endorsement page from an insurance company admitted by the California State Department of Insurance which sets forth the following:

A. **Coverage**

Commercial general liability, automobile liability, in not less than the following amounts per occurrence:

1. Commercial General Liability \$2,000,000
General Aggregate \$4,000,000
2. Automobile Liability \$1,000,000
3. Workers' compensation and employer's liability is required.

B. **List as the Additional Insured Under Description of Operations**

"Madera Unified School District, members of the governing board, their agents, officers, and employees are made additional insured"

C. **Endorsements**

Policy Holder shall be named Primary and Non-Contributory coverage for MUSD

Waiver of Subrogation

Workers' Comp Insurance Carrier agree to waive their rights to subrogate against MUSD

D. **Event Description & Dates:**

List the dates of the event. List individual events. Be sure to include set-up and take down dates.

E. **Certificate Holder**

Attention: Madera Unified School District
1902 Howard Road
Madera, Ca 93637

F. **Cancellation Notice:**

A statement by the insurance company that it will not cancel said policy or policies without giving 30 days' prior written notice to the named certificate holder.

Exhibit B: PG&E Charitable Giving Program Application



Application ID	2716778
Submitted	Not submitted
Status	Draft
Applicant(s)	Gabriela Salazar (gsalazar@madera.gov)
Organization	City of Madera 94-6000365 701 E. 5th Street, Madera, CA 93638, US
Program and cycle	2026 Charitable Giving Program 2026 Program Cycle
Tags	No tags
Forms	Charitable Giving Program Donation Application

Welcome!

Thank you for your interest in collaborating with PG&E through our charitable giving program.

This program is sponsored by both PG&E and The PG&E Corporation Foundation (Foundation), an independent 501(c)(3) private foundation.

Please note that any requests submitted through this application may also be reviewed by the Foundation for consideration.

GENERAL REQUIREMENTS:

- Applicant must be a 501(c)(3) tax exempt organization of the Internal Revenue Code, educational institution, government agency, or federally recognized tribe.
- A completed "IRS W-9 Form" (Rev. March 2024 version) will be required as an attachment to this online application. This link will direct you to the IRS webpage where this form is found:
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Applicant must be in Good Standing with the IRS, Department of Justice, and Franchise Tax Board. Please use the resources below to check your status before you apply.
 1. [Search the files of Tax Exempt Organizations - IRS website](#)
 2. [Search California Attorney General's Registry of Charitable Trusts](#)
 3. [Franchise Tax Board Entity Review](#)

Organization Information

1) Tax ID Number:*

Please enter the same Tax ID number you entered in your initial search.

94-6000365

2) Organization Legal Name:*

Organization legal name must match BOTH the Tax ID number registration, and the name provided on the W-9 Form.

City of Madera

3) Also Known As:

No answer

4) Organization Official Address:*

This address must match what is provided in your IRS W-9 Form. This will also serve as your primary mailing address where check payments are sent. For P.O. Box or if you can't find your mailing address, add it manually by clicking "Can't find your address?" below.

205 W 4th St, Madera, CA 93637, USA

5) Organization Physical Location:*

Please select the best match to your organization's physical location.

[05] FRESNO/MADERA COUNTY

6) Organization Main Phone Number:*

5596615405

7) Organization Website Address:

madera.gov

8) Is your organization a fiscal sponsor of another organization?*

[2] No

9) If Yes, what is the organization's name that will receive the funds?

No answer

10) Are there any PG&E employees who currently serve on your Board of Directors?*

[2] No

11) If Yes, please list any PG&E employees who currently serve on your Board of Directors:

No answer

12) Are there any PG&E Board members, officers, or other PG&E employees who currently receive financial compensation from your organization? *

[2] No

13) If Yes, please list the names of any PG&E Board members, officers, or other PG&E employees who currently receive financial compensation from your organization:

No answer

Contact Information

14) Who is your organization's Executive Director or highest level employee?*

Click "+ Add new" to enter your information

Minimum number of responses: 1

Records: 1

First Name:	Arnoldo
Last Name:	Rodriguez
Contact Title:	City Manager
Primary Address:	205 W 4th St, Madera, CA 93637, USA
Office telephone:	5596615402
Email Address:	arodriguez@mad era.gov

15) Who is the primary contact for this donation request?*

Click "+ Add new" to enter your information

Minimum number of responses: 1

Records: 1

First Name:	Joseph
Last Name:	Hebert
Contact Title:	Parks & Community Services Director
Primary Mail Address:	701 E 5th St, Madera, CA 93638, USA

Direct Phone Number:	5596615491
Email Address:	jhebert@madera.gov

16) Select the name of your primary PG&E contact:*

Refer to your invitation to apply for this information.

Erica Cabrera

17) Additional PG&E contact:

Nathan Alonzo

Proposal Information

Request Date:*

Sep 1, 2026

18) Budget Name:*

Refer to your invitation to apply for this information.

[10] U-Local Government Affairs (LGA)

19) Donation Request Amount:*

Refer to your invitation to apply for this information.

\$5,000.00 USD

20) What type of donation request is this?*

Refer to your invitation to apply for this information.

Contributions / [1] Charitable Contribution

21) Provide a project or program TITLE for this donation request:*

Mayor's Christmas Concert

22) Provide a project or program DESCRIPTION for this donation request:*

The City of Madera is proud to present the First Mayor's Christmas Concert, a new holiday tradition that will bring our community together through music, celebration, and the spirit of giving.

As Mayor, my vision is to create an event that unites families, celebrates local talent, and provides a free holiday experience for residents of all ages. To make this special event a success, we are seeking a community partnership with PG&E.

We respectfully request a sponsorship of \$5,000 to help underwrite the costs associated with producing this community event.

23) In which city or county will this donation be primarily used?*

Type a City or County name to narrow down the list. You can add more than one City or County by going back to the list. Please do not add more than 3 cities or counties.

[05] FRESNO DIVISION/MADERA COUNTY

24) Will there be any tangible benefits provided to PG&E as a result of the donation? *

For example: tickets to an event or game, meals, etc.

If yes, please describe and provide an estimated amount.

The First Mayor's Christmas Concert will:

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

25) How will PG&E be recognized for this donation throughout the upcoming year?*

As the Presenting Community Partner, PG&E will receive:

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

26) Are there measurable outputs and/or impacts that are directly associated with the donation? *

The First Mayor's Christmas Concert represents more than an evening of music—it marks the beginning of a cherished holiday tradition that celebrates the joy of the season while bringing residents together in a welcoming and festive environment.

With PG&E's partnership, we can ensure this event is professionally presented, accessible to all, and establishes a strong foundation for years to come.

27) Is there PG&E property or materials associated with this donation? If yes, please describe: *

Not Applicable

28) By submitting this application, our organization agrees to participate in any future impact survey or feedback request related to this grant. *

[1] Yes

Statistical Information

In order to benchmark and respond to requests for information about PG&E's community investments, we ask that you please answer the following questions specific to this donation request.

This data is aggregated annually and used for statistical purposes only. It will not be reported publicly in association with any specific organization.

Providing information under this section is optional and based on self-assessment and reporting by the applicant for this donation. Any information you provide will not be considered as part of the donation approval process.

29) Primary Target Population:

[8] All (general audience)

30) Age Group:

[6] All (general audience)

31) Gender of Target Population:

[3] All (general audience)

32) Approximately, what percentage of this requested donation amount, if any, will be used to benefit one of the specific populations noted in this list: Any Specific Ethnic Group, Individuals with Disabilities, Unhoused Communities, Lesbian/Gay/Bi-Sexual/Transgender/Queer (LGBTQ), Seniors (greater than 55 years of age), Veterans, Women and Girls?

100

33) Approximately, what percentage of the requested donation amount will be used to benefit Low-Income Households?

A Low Income Household for PG&E is one where total gross income is 200% or less of the established Federal Poverty Line given household size or any member of the household is participating in qualified public assistance programs.

100

34) Will the requested donation amount benefit any of the following ethnic groups: Native American or American Indian, Asian American/Pacific Islander, Black, Hispanic/Latino, Middle Eastern? Check "Yes" if 50% or greater of total requested funding will benefit one or more of these groups. Check "No" if less than 50% of total or not applicable.

[1] Yes

Certification

Compliance Disclosures

Please read this section thoroughly and confirm that your organization is in compliance with the following terms and conditions.

Please note that disagreeing to any statement will disqualify you for a charitable donation.

The applicant is, and shall remain, in compliance with all federal, state, and local laws, rules, and regulations, including if applicable the California Nonprofit Integrity Act of 2004.

The applicant does not and shall not, in its by-laws, policies, or practices, discriminate on the basis of race, color, religion, age, sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, pregnancy, sexual orientation, gender identity, or any basis prohibited by applicable law.

The applicant agrees that any donation from PG&E will be used only for charitable purposes, and will not be used to promote or oppose any candidate or ballot measure, to advocate any legislative or administrative action, or to personally benefit or compensate any public official.

The applicant agrees to provide data requested by PG&E that indicates and measures the impact of any donation from PG&E, which may include a follow up questionnaire or other data gathering need.

The applicant and each of its grantees, if any, is in full compliance with all statutes, Executive Orders, and regulations restricting or prohibiting U.S. persons from engaging in transactions and dealings with countries, entities, or individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the applicant is aware that a list of countries subject to such sanctions, a list of Specially Designated Nationals and Blocked Persons subject to such sanctions, and overviews and guidelines for each such sanctions program can be found at <https://www.treas.gov/ofac>, and the applicant does not and shall not promote or engage in violence, terrorism, bigotry, or the destruction of any state, or make grants or otherwise furnish support of any kind to any individual or entity that engages in such activities. Should any change in circumstances pertaining to this certification occur at any time, the applicant will notify the Community Relations Department of Pacific Gas and Electric Company immediately.

I am the duly appointed representative of my organization. I'm authorized to certify and affirm all the statements above, and to submit the application on behalf of my organization.

I have read all the statements and responses in this application, and certify that each is accurate.

I agree that electronic submission of this application will be deemed to be the equivalent of my written signature for purposes of this certification and application.

By accepting any funds or in-kind donations from PG&E, my organization agrees to all terms, conditions and certifications specified within the application and the transmittal letter.

Attachments

The following document is required to be completed and attached with your donation application submission

IRS W-9 Form (Rev. March 2024)

If you have not yet completed a W-9 Form, this link will direct you to the IRS website where the form is found: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

* It must be signed and dated within the last six months.

* It must be a match to what is on file with the IRS.

INSTRUCTIONS for IRS W-9 Form:

* Complete the [form](#) and print to sign and date.

* Scan or take a good photo of the signed form and save the file.

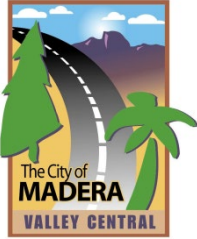
* Attach the saved file by following these steps:

1. Click the gray section below to search for your saved W-9 file.
2. Double-click the file name to upload -or- single click, then click "Open". - **OR** -
3. Drag and Drop the saved file to the gray section below.

IRS W-9 Form*

Click this gray area to initiate upload

No file uploaded



REPORT TO CITY COUNCIL

Approved by:



Arnoldo Rodriguez, City Manager

Council Meeting of: October 7, 2026

Agenda Number: E-1

SUBJECT:

City Partnerships and Programs with Madera Unified School Districts

RECOMMENDATION:

This item is informational only; therefore, no Council action is required

SUMMARY:

At its September 2, 2026 meeting, Council requested an informational report to outline the various ways the City works with Madera Unified School District (MUSD) and maintains partnerships throughout the year. The report provides a snapshot of City-supported programs, services, and joint efforts, including City participation in District activities and programs hosted by the City. It is also intended provide a basis for further discussion and/or direction as Council deems appropriate.

The City works with MUSD through school safety services, youth and family programs, educational outreach, career readiness activities, community events, shared facilities, and grant coordination. Fire, Police, Parks and Community Services, and Public Works contribute through programs, staffing, event participation, agreements, educational outreach, and school-area improvements.

DISCUSSION:

The partnership includes both City-hosted activities and City participation in District programs. Several activities recur during the school year, while others are seasonal, event-based, or governed by facility agreements. The following sections summarize each department's current involvement.

Fire Department

The Fire Department supports MUSD through required school inspections, fire and life-safety education, station visits, and participation in school and youth events.

- Conducts Senate Bill (SB) 1205 fire safety inspections at MUSD elementary, middle, and high schools.
- Hosts school visits at Fire Stations 56, 57, and 58.
- Provides Fire Prevention presentations for students and school communities.
- Participates in Youth Bootcamps, Back to School Nights, Kids Camp, and Water Day.
- Participates in Career Day and Career Fair activities.
- Supports elementary school community events, school carnivals, and Literacy Night.
- Take part in Read Across America activities.

Police Department

The Police Department provides ongoing campus support and participates in prevention, family education, student engagement, and career readiness programs throughout the year.

- Assigns three full-time School Resource Officers (SRO) to the high school campuses.
- Provides Parent Project and Loving Solutions sessions several times each year.
- Participates in the Options Program multiple times each year.
- Supports Safe Routes to School and Walk to School events at multiple school sites.
- Participates in the week-long summer Kids Camp.
- Participates in Read Across America at multiple school sites over a two-week period.
- Participates in the Middle School Job Fair and Career Technical Education Job Fair.
- Serves as Graduate Profile raters for middle and high school students.
- Provides Public Safety classroom presentations and participates on mock job interview panels.
- Supports elementary school events, fairs, informational booths, and First Day of School activities.
- Provides support for homecoming parades at two high school campuses.
- Plans to add the Mayor's graffiti program to the partnership activities.

Parks and Community Services

Parks and Community Services coordinates youth programming with MUSD and supports the partnership through shared space, facility use, and grant collaboration.

- Coordinates Summer Kids Camp and Winter Kids Camp activities.
- Administers a co-locator agreement through which MUSD leases ground-floor office space at the John W Wells Youth Center.
- Maintains a facility agreement for use of the Millview Community Center and gym space.
- Includes MUSD as a designated partner in the City's recent Extreme Heat Grant application.

Public Works Department

Public Works supports school communities through educational outreach and infrastructure improvements near campuses. Its contributions include past classroom presentations, completed pedestrian improvements, and recurring maintenance. In addition, the Department will provide street sweeping around parade routes and recently replaced numerous sidewalks around schools as part of the Sidewalk Replacement Program.

Wastewater Treatment Plant

Staff members have previously provided presentations to science classes.

Facilities

- Installed rectangular rapid-flashing beacon (RRFB) crosswalk equipment on Country Club Drive at Tanforan Drive.
- Installed new in-ground flashing crosswalk bulbs at Stadium Road and St. Michelle Drive.
- Ordered new RRFB crosswalk beacons for Pershing School to replace failing in-ground units. The new beacons have not yet been installed.
- Installed pedestrian signage in front of Torres High School.

Streets

- Installed ADA-compliant ramps at the northwest and southwest corners of Tanforan Drive and Country Club Drive near Torres High School.
- Blacked out the north-side crosswalk at Tanforan Drive and Country Club Drive
- Performs crosswalk maintenance and repaints school-zone street markings annually throughout the City.
- Applied yellow bus-loading-zone paint on Sunset Avenue at Thomas Jefferson Middle School.
- Ground down a three-quarter-inch surface uplift near Madera High School in the southwest area along Stadium Road.
- Installed traffic delineators on Stadium Road adjacent to Madera South High School.

FINANCIAL IMPACT:

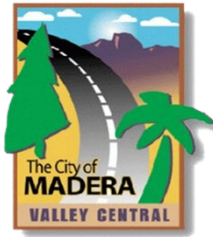
No significant financial impact resulted from the preparation of this report.

ALTERNATIVES:

The City Council may provide direction or request additional information regarding any of the programs described in this report.

ATTACHMENTS:

None



Madera City Council Agenda 10/07/2026

Agenda Item E-2 Select Recipients for November Proclamations (Report by Alicia Gonzales)

There is no written report for this item.