

Regular Meeting of the Madera City Council and Special Meeting of the Madera City Council as Successor Agency to the Former Redevelopment Agency

205 W. 4th Street, Madera, California 93637

AMENDED JOINT MEETING NOTICE AND AGENDA

Wednesday, August 19, 2020
6:00 p.m.

Council Chambers
City Hall

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 928 0724 6468# followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

ROLL CALL: Mayor Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

INVOCATION: Pastor Josh Blair, Central Valley Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

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.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)

INTRODUCTIONS: None

A. WORKSHOP:

- A-1 Limitations on Political Activities of City Elected Officials and Employees** (Report by Hilda Cantù Montoy)
- A-2 Status Update on Coordination with the Madera Irrigation District on the Airport Basin located near the Northeast Corner of Avenue 16 and Condor Drive** (Report by Arnoldo Rodriguez)
- A-3 Water, Sewer, Storm Drainage and Solid Waste Rate Studies: RFP No. 202021-01** (Report by Roger Sanchez)

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 – 6/17/20

Recommendation: Approve the City Council Minutes of June 17, 2020

B-2 Informational Report on Register of Audited Demands for July 25, 2020 to August 7, 2020

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Service Expenditures

Recommendation: No Action Required (Report by Arnoldo Rodriguez)

B-4 Applications for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year 2020/21

Recommendation: Adopt a Resolution Authorizing the Submittal of LTF and STA Applications for TDA funding to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

B-5 Acceptance of a Grant Award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program (STEP)

Recommendation: 1) Accept the Grant Award in the Amount of \$85,000 on behalf of the City; and

2) Amend the City's 2020/21 Budget to Reflect Revenues and Expenditures related to the Grant (Report by Dino Lawson)

B-6 Federal Transit Administration Grant Application for Transit Capital Assistance

Recommendation: Adopt a Resolution Authorizing Submittal of a Grant Application in the Amount of \$157,396 to the Federal Transit Administration (FTA) (Report by Ivette Iraheta)

B-7 Caltrans Sustainable Transportation Planning Grant for the Madera Transit Plan

Recommendation: 1) Adopt a Resolution to Accept the California Department of Transportation Sustainable Transportation Planning Grant in the Amount of \$100,000; and

2) Amend the City's 2020/21 Budget to Reflect Revenues and Expenditures related to the Grant (Report by Ivette Iraheta)

B-8 Adoption of an Ordinance Amending the Madera Municipal Code Relating to Deposits for Utility Services

Recommendation: Waive Full Reading and Adopt an Ordinance of the City of Madera Amending the Title VIII: Finance, Revenue, and Taxation, Chapter 7: Municipal Utilities, Section 8-7.06 (C) and (D) of the Madera Municipal Code Relating to Deposits for Utility Services (Report by Roger Sanchez)

B-9 Agreement with Self-Help Enterprises to Ensure Precise Plan Compliance (Sugar Pine Village)

Recommendation: Approve a Minute Order Authorizing City Manager to Enter into an Agreement, Subject to Approval as to Legal Form by the City Attorney, with Self-Help Enterprises to Ensure Site Plan to Comply with Conditions of Approval for Precise Plan PPL 2018-07 Previously Approved for the City Sugar Pine Village (Report by Gary Conte)

C. PUBLIC HEARINGS: None

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

D-1 Avenue 13 Interceptor Sewer Rehabilitation Informational Report and Capital Improvement Program Budget Amendment

Recommendation: Adopt a Resolution Approving a Funding Amendment Appropriating \$400,000 in Sewer Funds to the FY 2020/21 Capital Projects Budget for the Avenue 13 Sewer Interceptor Rehabilitation Project, City Project SS-00014 (Report by Keith Helmuth)

D-2 Dedication of the Playground at Centennial Park in Honor of Thaddeus Sran

Recommendation: Adopt a Resolution Dedicating the Playground at Centennial Park in Honor of Thaddeus Sran (Report by John Scarborough)

D-3 Sale of Manufactured Unit located at 1218 E. Cleveland Avenue, Space #4

Recommendation: Approve a Minute Order Accepting a Purchase Offer in the Amount of \$32,000 for a Manufactured Unit currently located at 1218 E. Cleveland Avenue, Space #4 (Report by Ivette Iraheta)

E. ADMINISTRATIVE REPORTS:

E-1 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

Recommendation: Deliberation and Direction Given from Council (Report by Arnaldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code §54956.9(d)(2)

1. Worker’s Compensation Claim: Juan Mondragon

G-2 Public Employee Performance Evaluation – Pursuant to Government Code Section §54957(b)(1)

Title: City Clerk

G-3 Conference with Real Property Negotiators - Pursuant to Government Code Section §54956.8

Property: 1 Parcel

City of Madera APN: 035-080-026

Agency Negotiators: Keith Helmuth

Negotiating Party: Jason Sanders

Under Negotiations: Price and Terms

G-4 Conference with Real Property Negotiators – Pursuant to Government Code §54956.8

Successor Agency Property(s): 7 Parcels

City of Madera APNs: 008-143-003, 008-143-021, 008-143-020, 008-143- 019, 008-143- 018, 008-143-001, 007-142-001

Agency Negotiator(s): Arnaldo Rodriguez

Negotiating Party: Rick Amerine

Under Negotiations: Price and Terms

G-5 Conference with Real Property Negotiators – Pursuant to Government Code §54956.8

Property: 1 Parcel

City of Madera APNs: 007-101-011

Agency Negotiator(s): Arnaldo Rodriguez

Negotiating Party: Susan Savage

Under Negotiations: Price and Terms

G-6 Conference with Real Property Negotiators – Pursuant to Government Code §54956.8

Property: 1 Parcel

City of Madera APNs: 012-054-014

Agency Negotiator(s): Arnaldo Rodriguez


Negotiating Party: County of Madera

Under Negotiations: Price and Terms

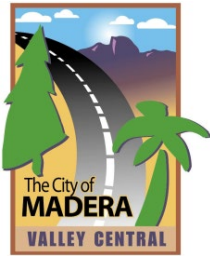
ADJOURNMENT: – Next regular meeting on September 2, 2020

- 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 writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - 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 August 19, 2020 near the front entrances of City Hall and on the City's website www.madera.gov at 5:30 p.m. on August 14, 2020.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	06/17/2020
Adopted:	08/19/2020

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

**June 17, 2020
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City’s website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-6833 enter ID: 925 885 098 84# followed by *9 on their phone to speak. Comments were also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2 (Arrived at 6:45 p.m.)
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

Absent: None

Others present were City Manager Arnoldo Rodriguez, City Attorney Hilda Cantu Montoy, City Clerk Alicia Gonzales, Chief Building Official Steve Woodworth, City Engineer Keith Helmuth, Finance Director Roger Sanchez, Fire Division Chief Matt Watson, Grant Administrator Ivette Iraheta, HR Director Wendy Silva, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Works Director Dan Foss, Administrative Analyst Adam Gonzales, Interim Planning Manager Darrell Unruh, Assistant Planner Jesus Orozco, Financial Services Manager Anthony Forestiere, and Facilities Operations Manager Cole Scroggins.

INVOCATION: Pastor Marc Unger, First Baptist Church

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

City Clerk Alicia Gonzales made the following late distribution announcement: Pursuant to Government Code Section 54957, members of the public are advised that less than 72 hours prior to this evening’s meeting, Item C-3 was distributed to the Council after the agenda packet was finalized. Members of the

public wishing to view or obtain a copy of this item may do so by visiting the City of Madera meeting and agenda page located on our website.

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED UNANIMOUSLY BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: COUNCILMEMBER RODRIGUEZ. ABSTAIN: NONE.

PUBLIC COMMENT

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

Mayor Medellin asked City Clerk Alicia Gonzales to read any public comments received.

Paul Nombrano commented that bars and restaurants being open, but parks remaining closed doesn't make sense. He would like parks opened for youth sports.

Hanna Dobbs commented that she does not understand why they feel parks are not safe. She asked them to explain how it is safe for restaurants, gyms, bars and retail stores, but not for parks.

Renee Dobbs asked why the parks and fields are not open. She asked them to explain why the bars, restaurants and gyms opened, but not the park fields. She asked them to explain the reasoning behind the delay in opening the parks.

Xochil Gonzales stated that various businesses such as bars, barbershops, drive-in movie theaters, gyms and restaurants have been allowed to reopen. She stated they have set forth the proper precautions to combat the virus. She asked that they give their blessing to proceed with caution and allow their children to play softball.

Jose Cuevas stated since gyms and bars are all open, he wants the parks open again so his grandkids can play ball. He wants to know why the fields at Town and Country Park are closed.

Gabriela Gomez stated she was made aware of the plan to keep the parks closed until 2021. She stated it makes no sense to keep the kids away from the sports they love when gyms and bars are open, and the City pool is potentially opening. She stated that the data of the virus spread shows it mostly affects people over 20 years of age. She believes that with safety measures their kids can have a successful and safe sport season.

Mayor Medellin closed public comment.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department Director Sara Bosse)
2. Youth Commission Update (Yvette Flores, Youth Leadership Institute [YLI] Program Coordinator)

Cynthia Sapien, Associated Director of Central Valley Programs along with other of the YLI and the Youth Commission presented the report.

INTRODUCTIONS: None

A. WORKSHOP: None

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.

Mayor Medellin stated that Councilmember Rodriguez joined the meeting during the presentations.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER HOLLEY, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – May 13, 2020

Recommendation: Approve the City Council Minutes of May 13, 2020

B-2 Informational Report on Register of Audited Demands for May 24, 2020 to June 5, 2020

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Settlement of an Insurance Claim for Stolen Solar Panels

Recommendation: Adopt a Minute Order Authorizing the City Manager to Execute a Master Proof of Loss for Stolen Solar Panels in the Amount of \$369.92 (Report by Wendy Silva)

B-4 Administrative Policy Revision to Include Drug and Alcohol Clearinghouse Requirements

Recommendation: Adopt a Minute Order Adopting Revisions to Administrative Policy No. 38: Drug and Alcohol Policy Pursuant to the Department of Transportation to Include Drug and Alcohol Clearinghouse Requirements (Report by Wendy Silva)

B-5 Retroactive License Agreement with the County of Fresno to Reinstate an Expiring Agreement for Rack Space in the Police Annex Radio Equipment Room

Recommendation: Adopt a Resolution Approving a Retroactive License Agreement with the County of Fresno to Reinstate an Expiring Agreement for \$160 per month for Rack Space in the Police Annex Radio Equipment Room (Report by Mark Souders)

RES 20-88 RESOLUTION OF THE CITY COUNCIL OF MADERA, ADOPTING A RESOLUTION APPROVING A RETORACTIVE LICENSE AGREEMENT WITH THE COUNTY OF FRESNO TO REINSTATE AN EXPIRING LEASE AGREEMENT FOR RACK SPACE IN THE POLICE ANNEX RADIO EQUIPEMENT ROOM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

C. PUBLIC HEARINGS

C-1 Continued Public Hearing Regarding a General Plan Amendment and Related Rezoning of Property for Reconfiguration of Development Regarding Pecan Square Project and Council Consideration of the Planning Commission’s Approval of Tentative Parcel Map 2019-03 and Approval of Same with Updated Conditions (Report by Darrell Unruh)

Recommendation:

- 1) Adopt a Resolution Ratifying the Planning Commission’s Approval of Tentative Parcel Map 2019-03 and Tentative Subdivision Map 2019-03 and Approval of Same with Updated Conditions; and
- 2) Adopt a Resolution Amending the General Plan Land Use Map for Property (Approximately 76 Acres) located Southwest of the Intersection of West Pecan Avenue and Madera Avenue, Amending the Low, Medium, and High Density Residential and the Commercial General Plan Land Use Designations and Adopting a Mitigated Negative Declaration (APN: 012-480-005); and
- 3) Waive Full Reading and Introduce an Ordinance Rezoning Property (Approximately 76 Acres) located Southwest of the Intersection of Pecan Avenue and Madera Avenue to Adjust the Boundaries of the PD-6000, PD-3000 and PD-1500 (Planned Development) Zone Districts and the CN (Commercial Neighborhood) Zone District and Deleting the PF (Public Facility) Zone District

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY MAYOR PRO TEM GARCIA, ITEM C-1(1) WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-89 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 76.25 ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST PECAN AVENUE AND MADERA AVENUE TO MODIFY THE LAND USE DESIGNATIONS OF LOW DENSITY, MEDIUM DENSITY, HIGH DENSITY RESIDENTIAL AND COMMERCIAL LAND USE DESIGNATIONS (APN: 012-480-005) AND ADOPTING A MITIGATED NEGATIVE DECLARATION

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER HOLLEY, ITEM C-1(2) WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-90 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RATIFYING THE PLANNING COMMISSION'S APPROVAL OF TENTATIVE PARCEL MAP 2019-03 AND TENTATIVE SUBDIVISION MAP 2019-03 AND APPROVAL OF SAME WITH UPDATED CONDITIONS

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER HOLLEY, ITEM C-1(3) WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

C-2 Public Hearing on the Community Development Block Grant (CDBG) COVID-19 Funding Allocation

Recommendation: Continue Public Hearing to the June 18, 2020 City Council Special Meeting (Report by Ivette Iraheta)

Mayor called for recess at 7:48 p.m. Session resumed at 7:52 p.m.

C-3 Public Hearing on the City of Madera Fiscal Year Budget and Capital Improvement Program for Fiscal Year 2020/2021

Recommendation: Approve a Resolution Adopting the City of Madera Budget and Capital Improvement Program for Fiscal Year 2020/2021 (Report by Roger Sanchez)

Sharon Bell and David Stevens commented on eliminating overtime and implementing flex schedules instead. Ms. Stevens specifically mentioned the Police Department overtime was enough to hire an additional four or five officers. They also asked how Council could justify an increase from \$429,547 to \$641,872 in the Planning Department.

Madeline Harris of the Leadership Counsel for Justice and Accountability commented on (1) Additional funding for the planning and construction of affordable housing, (2) Removing Code Enforcement for the Police Department, and (3) Allocating Funding to Tenants' Rights Attorneys in order to Establish a Right to Counsel for Tenants in Madera.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM C-3 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-91 RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE BUDGET OF THE CITY OF MADERA FOR THE FISCAL YEAR JULY 1, 2020 THROUGH JUNE 30, 2021 IN THE AMOUNT OF \$94,612,348 AND THE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

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

D-1 Approval of a New Schedule “A” Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2020 to June 30, 2021 for Fire Service Operations

Recommendation: Adopt a Resolution Approving a New Schedule “A” Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2020 to June 30, 2021 for Fire Service Operations (Report by Matt Watson)

ON MOTION BY COUNCILMEMBER ROBINSON AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-1 WAS APPROVED BY A VOTE OF 6/1. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: COUNCILMEMBER GALLEGOS. ABSENT: NONE. ABSTAIN: NONE.

RES 20-92 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW SCHEDULE “A” AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1, 2020, TO JUNE 30, 2021, FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA

E. ADMINISTRATIVE REPORTS

E-1 Placement of 150 Solar Street Lights Purchased through Engie Project

Recommendation: Direction and Approval from Council on Recommended Locations (Report by Daniel Foss)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM E-1 WAS APPROVED A VOTE OF 5/2. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, AND HOLLEY. NOES: MAYOR PRO TEM GARCIA AND COUNCILMEMBER ROBINSON. ABSENT: NONE. ABSTAIN: NONE.

E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

Recommendation: Deliberation and Direction given from Council (Report by Arnoldo Rodriguez)

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.

Councilmember Robinson would like to discuss SB 939 with the Mayor.

Councilmember Gallegos wished everyone Happy Father’s Day.

Mayor Pro Tem Garcia stated his daughter Xiomara is a first-time home buyer.

Councilmember Holley wished everyone a Happy Father's Day.

Councilmember Rodriguez asked that a river clean-up be an item on the next agenda.

Councilmember Montes wished everyone a Happy Father's Day and asked everyone to stay safe and wear their masks.

Mayor Medellin would like Grants Administrator Ivette Iraheta to give them updates on ridership concerns via staff report or an email. He also mentioned that Grants Administrator Ivette Iraheta will have a virtual ribbon cutting of the new transit center. Ms. Iraheta mentioned that it will be livestreamed on June 25th at 11:00 a.m. Mayor Medellin mentioned that cooling centers have opened due to triple digit weather.

G. CLOSED SESSION

G-1 Threat to Public Services or Facilities, Government Code Section 54957(a), Consultation with City Manager, City Attorney, and Chief of Police

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 10:34 p.m.

Council returned from closed session at 11:07 p.m. with all Councilmembers present.

City Attorney Hilda Cantu Montoy stated there was no reportable action.

ADJOURNMENT – The meeting was adjourned at 11:07 p.m. Next regular meeting July 1, 2020.

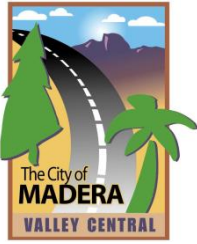
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: August 19, 2020

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for July 25, 2020 to August 7, 2020.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of July 25, 2020 to August 7, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	27250 - 27396	\$2,198,797.81

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$567,312.48
<i>SDI</i>	EDD	\$2,033.11
<i>CalPERS Payment</i>	CalPERS	\$129,442.34

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 and Fiscal Year 2020/2021 budgets and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the

departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2019/2020 and 2020/2021 budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
August 19, 2020

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27250	07/28/2020	FINANCE	FINANCE	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 1,527.75
27250	07/28/2020	FINANCE	UB - GARBAGE	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 163.69
27250	07/28/2020	FINANCE	UB - SEWER	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 163.69
27250	07/28/2020	FINANCE	UB - WATER	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	\$ 327.37
27251	07/28/2020	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JULY 2020	\$ 301.00
27251	07/28/2020	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JULY 2020	\$ 3,934.50
27252	07/28/2020	HR	INS/RISK MGT	AMERITAS LIFE INSURANCE CORP.	DENTAL INSURANCE AUGUST 2020	\$ 470.36
27252	07/28/2020	HR	PAYROLL TRUST	AMERITAS LIFE INSURANCE CORP.	DENTAL INSURANCE AUGUST 2020	\$ 14,778.12
27253	07/28/2020	HR	BUILDING	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL AUG 2020	\$ 1,114.97
27254	07/28/2020	FINANCE	WATER FUND	AR REFUNDS	METER 23 DEPOSIT REFUND	\$ 1,700.00
27255	07/28/2020	FINANCE	AIRPORT OPS	AT&T	07/20 SERVICE 831-000-6408 576	\$ 584.04
27255	07/28/2020	FINANCE	BUILDING	AT&T	07/20 SERVICE 831-000-6408 576	\$ 118.85
27255	07/28/2020	FINANCE	CITY ATTORNEY	AT&T	07/20 SERVICE 831-000-6408 576	\$ 38.71
27255	07/28/2020	FINANCE	CITY CLERK	AT&T	07/20 SERVICE 831-000-6408 576	\$ 32.60
27255	07/28/2020	FINANCE	CODE ENF	AT&T	07/20 SERVICE 831-000-6408 576	\$ 651.27
27255	07/28/2020	FINANCE	COMM & REC	AT&T	06/20 CALNET 3 SERVICE	\$ 136.95
27255	07/28/2020	FINANCE	COMM & REC	AT&T	07/20 SERVICE 831-000-6408 576	\$ 1,819.35
27255	07/28/2020	FINANCE	COMPUTER MAINT	AT&T	07/20 SERVICE 831-000-6408 576	\$ 122.92
27255	07/28/2020	FINANCE	ENGINEERING	AT&T	07/20 SERVICE 831-000-6408 576	\$ 273.00
27255	07/28/2020	FINANCE	FINANCE	AT&T	07/20 SERVICE 831-000-6408 576	\$ 93.04
27255	07/28/2020	FINANCE	FIRE	AT&T	07/20 SERVICE 831-000-6408 576	\$ 1,168.76
27255	07/28/2020	FINANCE	GRANT OVERSIGHT	AT&T	07/20 SERVICE 831-000-6408 576	\$ 114.09
27255	07/28/2020	FINANCE	HR/RISK MGT	AT&T	07/20 SERVICE 831-000-6408 576	\$ 77.42
27255	07/28/2020	FINANCE	PD ADMIN	AT&T	07/20 SERVICE 831-000-6408 576	\$ 651.27
27255	07/28/2020	FINANCE	PLANNING	AT&T	07/20 SERVICE 831-000-6408 576	\$ 99.83
27255	07/28/2020	FINANCE	SEWER OPS	AT&T	07/20 CALNET 3 SERVICE	\$ 208.61
27255	07/28/2020	FINANCE	SR CITIZEN	AT&T	07/20 CALNET 3 SERVICE	\$ 24.43
27255	07/28/2020	FINANCE	SR CITIZEN	AT&T	07/20 CALNET 3 SERVICE	\$ 21.61
27255	07/28/2020	FINANCE	UB - GARBAGE	AT&T	07/20 SERVICE 831-000-6408 576	\$ 226.82
27255	07/28/2020	FINANCE	UB - SEWER	AT&T	07/20 SERVICE 831-000-6408 576	\$ 226.82
27255	07/28/2020	FINANCE	UB - WATER	AT&T	07/20 SERVICE 831-000-6408 576	\$ 453.65
27255	07/28/2020	FINANCE	MEAS K - PD	AT&T	06/20 CALNET 3 SERVICE 9391059143	\$ 1,096.86
27255	07/28/2020	FINANCE	MEAS K - PD	AT&T	06/20 CALNET 3 SERVICE 9391026401	\$ 21.60
27255	07/28/2020	FINANCE	MEAS K - PD	AT&T	07/20 CALNET 3 SERVICE 9391020514	\$ 164.68

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27255	07/28/2020	FINANCE	CITY MANAGER	AT&T	07/20 SERVICE 831-000-6408 576	\$ 38.71
27256	07/28/2020	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL AUGUST 2020	\$ 183.00
27257	07/28/2020	ENGINEERING	LTF - STREETS	DAVID J. BOYLE	INTERSECTION IMPROVEMENTS AT CAITLAN DRIVE	\$ 1,425.15
27258	07/28/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 178.50
27259	07/28/2020	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	MONTHLY VBS/GPS TRACKING FEE	\$ 140.00
27259	07/28/2020	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	SUBSCRIPTION FEE	\$ 70.00
27259	07/28/2020	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	SUBSCRIPTION FEE	\$ 420.00
27260	07/28/2020	FINANCE	AIRPORT OPS	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 26.57
27260	07/28/2020	FINANCE	AIRPORT OPS	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 26.77
27260	07/28/2020	FINANCE	BUILDING	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 9.34
27260	07/28/2020	FINANCE	CITY ATTORNEY	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 0.78
27260	07/28/2020	FINANCE	CITY ATTORNEY	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 1.05
27260	07/28/2020	FINANCE	CITY CLERK	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 95.95
27260	07/28/2020	FINANCE	CITY CLERK	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 108.01
27260	07/28/2020	FINANCE	CODE ENF	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 364.97
27260	07/28/2020	FINANCE	CODE ENF	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 396.16
27260	07/28/2020	FINANCE	COMPUTER MAINT	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 12.79
27260	07/28/2020	FINANCE	COMPUTER MAINT	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 17.22
27260	07/28/2020	FINANCE	ENGINEERING	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 481.09
27260	07/28/2020	FINANCE	ENGINEERING	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 499.83
27260	07/28/2020	FINANCE	FINANCE	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 232.75
27260	07/28/2020	FINANCE	FINANCE	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 244.38
27260	07/28/2020	FINANCE	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 32.82
27260	07/28/2020	FINANCE	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 44.19
27260	07/28/2020	FINANCE	HR/RISK MGT	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 116.80
27260	07/28/2020	FINANCE	HR/RISK MGT	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 136.08
27260	07/28/2020	FINANCE	PARKS ADMIN	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 440.84
27260	07/28/2020	FINANCE	PARKS ADMIN	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 495.33
27260	07/28/2020	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 625.56
27260	07/28/2020	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE- CHIEF'S OFFICE	\$ 378.85
27260	07/28/2020	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 691.56
27260	07/28/2020	FINANCE	PLANNING	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 158.69
27260	07/28/2020	FINANCE	PLANNING	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 164.73
27260	07/28/2020	FINANCE	SEWER OPS	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 37.89
27260	07/28/2020	FINANCE	SEWER OPS	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 37.89
27260	07/28/2020	FINANCE	SOLID WASTE	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 37.89
27260	07/28/2020	FINANCE	SOLID WASTE	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 37.89

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27260	07/28/2020	FINANCE	TRANS - FIXED	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 61.16
27260	07/28/2020	FINANCE	TRANS - FIXED	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 61.16
27260	07/28/2020	FINANCE	TRANS - DAR	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 61.16
27260	07/28/2020	FINANCE	TRANS - DAR	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 61.16
27260	07/28/2020	FINANCE	UB - WATER	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 214.38
27260	07/28/2020	FINANCE	UB - WATER	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 236.90
27260	07/28/2020	FINANCE	WATER OPS	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 201.00
27260	07/28/2020	FINANCE	WATER QC	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 288.28
27260	07/28/2020	FINANCE	WATER QC	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 122.32
27260	07/28/2020	FINANCE	WWTP	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 163.95
27260	07/28/2020	FINANCE	WWTP	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 182.50
27260	07/28/2020	FINANCE	PURCHASING	CANON FINANCIAL SERVICES	MAY 2020 CONTRACT CHARGES	\$ 132.33
27260	07/28/2020	FINANCE	PURCHASING	CANON FINANCIAL SERVICES	JULY 2020 CONTRACT CHARGES	\$ 135.81
27260	07/28/2020	PD	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2020	\$ 173.27
27261	07/28/2020	PD	SUPP LAW ENF	CV FORENSIC NURSING SPECIALISTS	VICTIM/SUSPECT EXAMS	\$ 1,500.00
27262	07/28/2020	CITY CLERK	CITY CLERK	CITY CLERK'S ASSOCIATION OF CA	MEMBERSHIP RENEWAL	\$ 35.00
27263	07/28/2020	GRANTS	INTERMODAL	CITY OF MADERA	06/20 UTILITY SERVICE 003040421-6	\$ 79.09
27263	07/28/2020	GRANTS	INTERMODAL	CITY OF MADERA	06/20 UTILITY SERVICE 003040441-0	\$ 47.82
27263	07/28/2020	GRANTS	INTERMODAL	CITY OF MADERA	06/20 UTILITY SERVICE 003040431-8	\$ 77.67
27264	07/28/2020	ENGINEERING	LTF - STREETS	CLEAN CUT LANDSCAPING	CONSTRUCTION OF THE SUNSET AVE SIDEWALK	\$ 22,693.20
27264	07/28/2020	ENGINEERING	HIGHWAY SAFETY	CLEAN CUT LANDSCAPING	CONSTRUCTION OF THE SUNSET AVE SIDEWALK	\$ 895.26
27265	07/28/2020	FINANCE	PD ADMIN	COMCAST	7/21/2020 SVS 8155500320322006	\$ 86.13
27266	07/28/2020	ENGINEERING	MEAS K - FIRE	CORE BUSINESS INTERIORS	CHAIRS FOR FIRE STATION	\$ 2,318.72
27267	07/28/2020	PD	PD ADMIN	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	\$ 37.89
27268	07/28/2020	IS	COMPUTER MAINT	EDGEWORTH INTEGRATION LLC	PW CAMERAS	\$ 2,496.37
27269	07/28/2020	PARKS	PARKING DIST OPS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE DOWNTOWN DISTRICT	\$ 455.00
27269	07/28/2020	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE - GROUP #2	\$ 5,070.00
27269	07/28/2020	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	MEDIAN LANDSCAPE MAINTENANCE APRIL 2020	\$ 11,215.00
27270	07/28/2020	IS	MEAS K - PD	ERGOTECH CONTROLS INC	PD VIDEO BACKHAUL	\$ 7,732.35
27271	07/28/2020	ENGINEERING	RSTP - FED EX	FRESNO REPROGRAPHICS	PRINTING SERVICES	\$ 112.58
27272	07/28/2020	ENGINEERING	RSTP - FED EX	GHD INC.	4TH/LAKE/CENTRAL INTERSECTION IMPROVEMENTS	\$ 430.00
27273	07/28/2020	ENGINEERING	ENGINEERING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 13.54
27274	07/28/2020	GRANTS	INTERMODAL	GUARDIAN WESTERN SWEEPING INC.	JUNE POWER SWEEPING	\$ 284.50
27274	07/28/2020	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	JUNE POWER SWEEPING	\$ 284.50
27275	07/28/2020	PD	PD ADMIN	KER'S GAS & LUBE, INC.	JUNE 2020 PD CAR WASHES	\$ 247.00
27276	07/28/2020	PD	PD ADMIN	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	\$ 2.83
27277	07/28/2020	PD	PD ADMIN	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 500.00

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27278	07/28/2020	CITY ADMIN	CITY ATTORNEY	MADERA COUNTY DISTRICT ATTORNEY	PROSECUTION SERVICES	\$ 196.29
27279	07/28/2020	PARKS	PARKS	MADERA COUNTY TAX COLLECTOR	PROPERTY TAX BILL -16557 AUSTIN ST	\$ 30.47
27280	07/28/2020	FINANCE	DOWNTOWN BID	MADERA DOWNTOWN ASSOC.	FY 19/20 4TH QTR ASSESSMENTS PAYABLE	\$ 4,466.03
27281	07/28/2020	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 974 C.S.	\$ 397.50
27281	07/28/2020	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 973 C.S.	\$ 397.50
27282	07/28/2020	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	LITHIUM BATTERIES	\$ 46.49
27283	07/28/2020	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS & ADMIN FEE	\$ 355,391.49
27284	07/28/2020	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	LEGAL SERVICES JUNE 2020	\$ 24,957.00
27285	07/28/2020	ENGINEERING	LTF - STREETS	MOORE TWINING ASSOCIATES, INC	PK-08 , FRESNO RIVER TRAIL - UPRR AND GATEWAY	\$ 4,988.00
27285	07/28/2020	ENGINEERING	MEAS K - FIRE	MOORE TWINING ASSOCIATES, INC	PROFESSIONAL SERVICES FOR MATERIALS TESTING	\$ 3,298.80
27285	07/28/2020	ENGINEERING	LTF - PARKS	MOORE TWINING ASSOCIATES, INC	PK-08 , FRESNO RIVER TRAIL - UPRR AND GATEWAY	\$ -
27286	07/28/2020	FINANCE	WATER QC	ORRICK, HERRINGTON & SUTCLIFFE LLP	LEGAL SERVICES -GOLF COURSE VCAP	\$ 15,000.00
27287	07/28/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 11.74
27287	07/28/2020	FINANCE	AQUATICS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 1,909.10
27287	07/28/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 425.23
27287	07/28/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 22,222.18
27287	07/28/2020	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 259.13
27287	07/28/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 1,203.56
27287	07/28/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 67.16
27287	07/28/2020	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 187.16
27287	07/28/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 723.24
27287	07/28/2020	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 3,640.77
27287	07/28/2020	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 1,619.05
27287	07/28/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 27.03
27287	07/28/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 8.62
27287	07/28/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 8.65
27287	07/28/2020	FINANCE	WATER QC	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 27,740.85
27287	07/28/2020	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 10.51
27287	07/28/2020	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 21.02
27288	07/28/2020	PD	PD ADMIN	PACIFIC STORAGE COMPANY	SERVICE EXECUTIVE CONSOLE	\$ 280.00
27289	07/28/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND	\$ 100.00
27290	07/28/2020	PARKS	AQUATICS	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND	\$ 240.00
27290	07/28/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND	\$ 100.00
27290	07/28/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND	\$ 25.00
27291	07/28/2020	FINANCE	ENGINEERING	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	\$ 50.00
27292	07/28/2020	PARKS	AQUATICS	PETTY CASH - PARKS DEPT.	PETTY CASH REIMBURSEMENT	\$ 71.45
27292	07/28/2020	PARKS	PARKS	PETTY CASH - PARKS DEPT.	PETTY CASH REIMBURSEMENT	\$ 16.03

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27292	07/28/2020	PARKS	RECREATION	PETTY CASH - PARKS DEPT.	PETTY CASH REIMBURSEMENT	\$ 30.00
27293	07/28/2020	FINANCE	FINANCE	PITNEY BOWES, INC.	INK CARTRIDGES FOR POSTAGE MACHINE	\$ 266.72
27294	07/28/2020	BUILDING	BUILDING	PURL'S SHEET METAL & AIR	REFUND APPLICATION FEES	\$ 60.56
27295	07/28/2020	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION BILL AUG 2020	\$ 59.50
27295	07/28/2020	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PD RETIREE MED BILL AUGUST 2020	\$ 116.00
27295	07/28/2020	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION BILL AUG 2020	\$ 59.50
27295	07/28/2020	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PD RETIREE MED BILL AUGUST 2020	\$ 116.00
27296	07/28/2020	ENGINEERING	LTF - STREETS	SALEM ENGINEERING GROUP	R-73 ONSITE OBSERVATIONS & SOILS, AB, AC	\$ 705.00
27297	07/28/2020	IS	WATER QC	SOUTHERN COMPUTER WAREHOUSE	COVID MONTIOR	\$ 150.00
27297	07/28/2020	IS	WATER QC	SOUTHERN COMPUTER WAREHOUSE	COVID MONTIOR	\$ 2,517.15
27298	07/28/2020	FINANCE	GENERAL FUND	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ 32.96
27298	07/28/2020	FINANCE	SOLID WASTE	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ 2.84
27298	07/28/2020	FINANCE	SUPP LAW ENF	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ 0.99
27298	07/28/2020	FINANCE	WATER FUND	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ 6.23
27298	07/28/2020	FINANCE	SEWER FUND	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ 28.96
27298	07/28/2020	FINANCE	MEASURE K	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ 34.79
27298	07/28/2020	FINANCE	DIAL-A-RIDE	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ (0.01)
27298	07/28/2020	FINANCE	FIXED ROUTE	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ (0.01)
27298	07/28/2020	FINANCE	EQUIP MAINT	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ 29.26
27298	07/28/2020	FINANCE	FACILITIES MAINT	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ 0.05
27298	07/28/2020	FINANCE	COMPUTER MAINT	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ 63.95
27298	07/28/2020	FINANCE	URBAN GRANT	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ (0.94)
27298	07/28/2020	FINANCE	LTF	STATE BOARD OF EQUALIZATION	19/20 SALES & USE TAX PAYABLE	\$ 2,070.93
27299	07/28/2020	HR	INS/RISK MGT	SUPERIOR VISION INC.	AUGUST 2020 VISION INSURANCE	\$ 88.11
27299	07/28/2020	HR	PAYROLL TRUST	SUPERIOR VISION INC.	AUGUST 2020 VISION INSURANCE	\$ 2,314.05
27300	07/28/2020	PD	SUPP LAW ENF	LEATHAM FAMILY, LLC	BADGES	\$ 492.15
27301	07/28/2020	PURCHASING	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 205.02
27301	07/28/2020	PURCHASING	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 50.74
27301	07/28/2020	PURCHASING	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 82.37
27301	07/28/2020	PURCHASING	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 16.69
27301	07/28/2020	PURCHASING	COMPUTER MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 27.27
27301	07/28/2020	PURCHASING	ENGINEERING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 48.38
27301	07/28/2020	PURCHASING	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 104.81
27301	07/28/2020	PURCHASING	GRAFFITI ABATE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 55.24
27301	07/28/2020	PURCHASING	LANDSCAPE MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 15.64
27301	07/28/2020	PURCHASING	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 727.31
27301	07/28/2020	PURCHASING	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 2,231.54

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27301	07/28/2020	PURCHASING	STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 135.72
27301	07/28/2020	PURCHASING	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 244.08
27301	07/28/2020	PURCHASING	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 335.13
27301	07/28/2020	PURCHASING	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 970.28
27301	07/28/2020	PURCHASING	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 882.82
27301	07/28/2020	PURCHASING	UB - GARBAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 5.92
27301	07/28/2020	PURCHASING	UB - SEWER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 5.91
27301	07/28/2020	PURCHASING	UB - WATER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 11.83
27301	07/28/2020	PURCHASING	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 408.26
27301	07/28/2020	PURCHASING	WATER QC	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/11/20-7/20/20	\$ 127.49
27301	07/28/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL FOR FIRE DEPT	\$ 1,148.38
27302	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 77.57
27303	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 223.22
27304	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 40.69
27305	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 0.26
27306	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 158.29
27307	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 153.52
27308	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 151.08
27309	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 130.71
27310	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILTIY BILLING DEPOSIT REFUND	\$ 0.40
27311	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 825.90
27312	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 83.56
27313	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 194.99
27314	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 168.16
27315	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 15.20
27316	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 88.50
27317	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 15.73
27318	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 29.71
27319	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 22.64
27320	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 208.89
27321	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 20.09
27322	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 0.01
27323	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILTIY BILLING DEPOSIT REFUND	\$ 14.15
27324	07/28/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 152.92
27325	07/28/2020	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 180.41
27325	07/28/2020	FINANCE	AQUATICS	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 598.09
27325	07/28/2020	FINANCE	CDBG ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 109.83

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27325	07/28/2020	FINANCE	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 3,264.78
27325	07/28/2020	FINANCE	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 390.53
27325	07/28/2020	FINANCE	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 2,644.62
27325	07/28/2020	FINANCE	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 539.20
27325	07/28/2020	FINANCE	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 2,868.53
27325	07/28/2020	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ (166.52)
27325	07/28/2020	FINANCE	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 17.77
27325	07/28/2020	FINANCE	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 943.05
27325	07/28/2020	FINANCE	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 1,043.49
27325	07/28/2020	FINANCE	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 527.83
27325	07/28/2020	FINANCE	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 5,907.36
27325	07/28/2020	FINANCE	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 14,086.10
27325	07/28/2020	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 9,490.83
27325	07/28/2020	FINANCE	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ (20.89)
27325	07/28/2020	FINANCE	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 223.00
27325	07/28/2020	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 111.70
27325	07/28/2020	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 900.00
27325	07/28/2020	FINANCE	INTERMODAL	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 17.16
27325	07/28/2020	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 664.54
27325	07/28/2020	FINANCE	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 5,476.55
27325	07/28/2020	FINANCE	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 592.96
27325	07/28/2020	FINANCE	PD ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 7,142.70
27325	07/28/2020	FINANCE	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 1,131.96
27325	07/28/2020	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 8,799.53
27325	07/28/2020	FINANCE	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 3,919.51
27325	07/28/2020	FINANCE	SPORTS	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 17.98
27325	07/28/2020	FINANCE	SR CITIZEN	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 1,306.00
27325	07/28/2020	FINANCE	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 1,747.11
27325	07/28/2020	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 1,117.63
27325	07/28/2020	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 206.37
27325	07/28/2020	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 3,130.29
27325	07/28/2020	FINANCE	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 161.18
27325	07/28/2020	FINANCE	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 161.18
27325	07/28/2020	FINANCE	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 322.37
27325	07/28/2020	FINANCE	WATER QC	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 13,837.19
27325	07/28/2020	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 6,324.93
27325	07/28/2020	FINANCE	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 1,692.60

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27325	07/28/2020	FINANCE	TIRE AMNESTY	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 948.46
27325	07/28/2020	FINANCE	MEAS T - TRANSIT	US BANK CORPORATE PAYMENT SYSTEMS	06/20 CAL-CARD CHARGES	\$ 1,993.40
27326	08/04/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ASI MEDICAL PART A FOR CLAIMS JULY 2020	\$ 28,701.27
27327	08/04/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP ACCT	\$ 1,030.86
27328	08/04/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ADMIN FEES - JULY 2020	\$ 159.00
27329	08/04/2020	FINANCE	WATER FUND	AR REFUNDS	METER 11 DEPOSIT REFUND	\$ 1,700.00
27329	08/04/2020	FINANCE	WATER UTILITY	AR REFUNDS	METER 11 DEPOSIT REFUND	\$ (339.46)
27330	08/04/2020	FINANCE	WATER FUND	AR REFUNDS	METER 8 DEPOSIT REFUND	\$ 1,700.00
27331	08/04/2020	FINANCE	WATER FUND	AR REFUNDS	METER 7 DEPOSIT REFUND	\$ 1,700.00
27332	08/04/2020	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 21.05
27332	08/04/2020	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 118.20
27332	08/04/2020	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 22.08
27332	08/04/2020	FINANCE	FACILITIES MAINT	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 708.81
27332	08/04/2020	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 157.15
27332	08/04/2020	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 392.05
27332	08/04/2020	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 882.18
27332	08/04/2020	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 238.95
27332	08/04/2020	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 26.10
27332	08/04/2020	FINANCE	WATER QC	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 426.18
27332	08/04/2020	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	06/20 UNIFORM SERVICES	\$ 373.20
27333	08/04/2020	AIRPORT	AIRPORT OPS	AVIATION MANAGEMENT CONSULTING	MARKET RENT OPINION LETTER	\$ 2,500.00
27333	08/04/2020	AIRPORT	AIRPORT OPS	AVIATION MANAGEMENT CONSULTING	MAE CO PILOT PROGRAM JUNE 2020	\$ 646.00
27334	08/04/2020	FINANCE	FIRE	BANK OF NEW YORK MELLON	LEASE REVENUE BONDS SERIES 2019	\$ 1,535.00
27335	08/04/2020	FINANCE	GENERAL TRUST	BERRY CONSTRUCTION	RELEASE OF FUNDS -TRUST BOND	\$ 23,364.00
27336	08/04/2020	GRANTS	CDBG PUBLIC	BIG BROTHERS BIG SISTERS	4TH QTR FY 19/20 REIMBURSEMENT	\$ 3,527.57
27337	08/04/2020	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED- REFUND FEES	\$ 234.20
27338	08/04/2020	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED-REFUND FEES	\$ 156.32
27339	08/04/2020	HR	INS/RISK MGT	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE AUGUST 2020	\$ 6,707.61
27339	08/04/2020	HR	PAYROLL TRUST	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE AUGUST 2020	\$ 220,440.53
27340	08/04/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 1,880.50
27340	08/04/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 490.50
27341	08/04/2020	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,656.42
27342	08/04/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE	EMPLOYEE LIFE INSURANCE	\$ 1,049.81
27343	08/04/2020	FINANCE	PD ADMIN	COMCAST	07/14/2020-8/13/2020 SVS 8155500320092096	\$ 127.50
27344	08/04/2020	FINANCE	COMPUTER MAINT	COMCAST	7/22/20-8/21/20 SVS 8155500320322006	\$ 86.13
27345	08/04/2020	CDBG CULTURAL	CDBG ADMIN	CAPMC	4TH QTR REIMBURSEMENT	\$ 493.30
27346	08/04/2020	PD	PD ADMIN	DIEBERTS CREATIVE COPY INC	FLYERS FOR MISSING CHILD	\$ 541.26

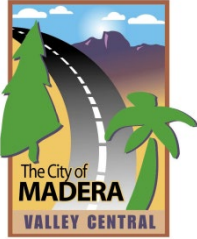
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27347	08/04/2020	ENGINEERING	WATER CAP	DAVIDS ENGINEERING, INC.	MADERA GSP ANNUAL REPORT	\$ 418.87
27348	08/04/2020	WATER QC	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 532.00
27349	08/04/2020	FIRE	FIRE	DEPARTMENT OF FORESTRY AND FIRE	4TH QTR ACTUAL BILLING	\$ 948,820.87
27350	08/04/2020	GRANTS	CDBG PUBLIC	LINDA GARNER	RENT REIMBURSEMENT FOR APRIL-JUNE 2020	\$ 2,800.00
27351	08/04/2020	FLEET	FLEET ACQ	DOWNTOWN FORD SALES	2020 FORD F-150 SUPERCAB PICKUP	\$ 28,573.91
27352	08/04/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS JULY 16-31, 2020	\$ 12,918.75
27353	08/04/2020	PD	PD ADMIN	KAISER FOUNDATION HEALTH PLAN	PRE-EMPLOYMENT EXAMS	\$ 786.00
27354	08/04/2020	FIRE	FIRE	LUIS F FREITAS	HAND LETTER/STRIP UTILITY 57 TRUCK	\$ 1,135.00
27355	08/04/2020	FINANCE	PAYROLL TRUST	M A C E A	JULY 2020 MONTHLY DUES	\$ 2,012.50
27356	08/04/2020	FINANCE	PAYROLL TRUST	M P O A	JULY 2020 MONTHLY DUES	\$ 7,735.44
27357	08/04/2020	FINANCE	PAYROLL TRUST	M.C.E.A.	JULY 2020 MONTHLY DUES	\$ 370.00
27358	08/04/2020	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	\$ 646.55
27359	08/04/2020	GRANTS	CDBG PUBLIC	MADERA COALITION FOR COMM JUSTICE	REIMB FOR 4TH QTR CDBG FUNDED PROGRAM	\$ 7,425.84
27360	08/04/2020	CITY ADMIN	COMM PROMO	MADERA COUNTY E D C	EDC 1ST QTR CONTRIBUTION FOR FY 20/21	\$ 45,180.04
27361	08/04/2020	UB - WATER	PD ADMIN	MADERA COUNTY TREASURER	CO PORTION OF PARKING PENALTIES JUNE 20	\$ 1,064.00
27362	08/04/2020	ENGINEERING	ENGINEERING	MADERA TRIBUNE	LMD LEGAL NOTICE	\$ 217.75
27362	08/04/2020	GRANTS	CDBG ADMIN	MADERA TRIBUNE	PUBLIC HEARING #3274	\$ 810.00
27362	08/04/2020	GRANTS	CDBG ADMIN	MADERA TRIBUNE	PUBLIC HEARING	\$ 200.00
27363	08/04/2020	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	JULY 2020 MONTHLY DUES	\$ 640.00
27364	08/04/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 1,121.64
27365	08/04/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 8,291.47
27366	08/04/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3819620697-3	\$ 162.21
27366	08/04/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	07/20 SERVICE 8126770647-1	\$ 542.03
27366	08/04/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	07/20 SERVICE 8307681856-2	\$ 291.99
27366	08/04/2020	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	07/20 SERVICE 2000655655-7	\$ 1,907.85
27366	08/04/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 7949615676-5	\$ 13.70
27366	08/04/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3642526071-2	\$ 36.73
27366	08/04/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 8178280304-3	\$ 54.87
27366	08/04/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 6690755760-8	\$ 70.92
27366	08/04/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 1619119913-8	\$ 59.38
27366	08/04/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 3499945233-6	\$ 68.93
27366	08/04/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	07/20 SERVICE 2173157566-4	\$ 927.12
27366	08/04/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	07/20 SERVICE 1950349675-4	\$ 1,418.62
27366	08/04/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	07/20 SERVICE 9172110863-6	\$ 16,156.56
27366	08/04/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	07/20 SERVICE 9651992016-7	\$ 91.31
27367	08/04/2020	PD	CENTRAL ADMIN	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	\$ 32.45
27367	08/04/2020	PD	PD ADMIN	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	\$ 191.02

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27367	08/04/2020	PD	SUPP LAW ENF	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	\$ 813.81
27368	08/04/2020	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING	\$ 6,722.33
27369	08/04/2020	ENGINEERING	WATER CAP	PROVOST & PRITCHARD CONSULTING	PROF ENGINEERING SERVICES FOR WATER MAIN	\$ 896.50
27370	08/04/2020	ENGINEERING	MEAS T - RTP	QUAD-KNOPF ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	\$ 615.00
27371	08/04/2020	PD	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	\$ 55.00
27371	08/04/2020	PD	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING SERVICE	\$ 85.00
27372	08/04/2020	ENGINEERING	LTF - STREETS	SEAL RITE PAVING	CONST OF SIDEWALK IMPROVEMENTS	\$ 39,053.78
27373	08/04/2020	FINANCE	CODE ENF	STATE CONTROLLER'S OFFICE	2019 OFFSETS PROGRAM	\$ 24.02
27374	08/04/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00
27375	08/04/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL FOR FIRE DEPT	\$ 595.19
27375	08/04/2020	PD	PD ADMIN	TESEI PETROLEUM INC.	PROPANE	\$ 22.13
27375	08/04/2020	WWTP	WWTP	TESEI PETROLEUM INC.	DIGESTER HEATING FUEL	\$ 678.32
27376	08/04/2020	PD	PD ADMIN	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH AND WRITING SERVICES AUG 20	\$ 4,000.00
27377	08/04/2020	PD	SUPP LAW ENF	TYLER TECHNOLOGIES INC.	HARDWARE, SOFTWARE, AND SERVICE FOR BRAZOS	\$ 9,420.35
27377	08/04/2020	PD	MEAS K - PD	TYLER TECHNOLOGIES INC.	HARDWARE, SOFTWARE, AND SERVICE FOR BRAZOS	\$ 5,251.65
27378	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 16.98
27379	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 250.47
27380	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 981.12
27381	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 57.22
27382	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 109.82
27383	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 31.37
27383	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 103.50
27384	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 104.88
27385	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 41.13
27386	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 27.75
27387	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 28.89
27388	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 158.49
27389	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 172.19
27390	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 346.34
27391	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 30.37
27392	08/04/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 85.32
27393	08/04/2020	WATER OPS	WATER OPS	UNDERGROUND SERVICE ALERT	2020 MEMBERSHIP FEE	\$ 2,418.93
27394	08/04/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBUTIONS	\$ 25,902.06
27395	08/04/2020	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 26.60
27396	08/04/2020	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 177.63
27396	08/04/2020	FINANCE	CITY CLERK	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 49.05
27396	08/04/2020	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 304.08

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27396	08/04/2020	FINANCE	CODE ENF	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 264.72
27396	08/04/2020	FINANCE	COMPUTER MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 345.34
27396	08/04/2020	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 119.52
27396	08/04/2020	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 167.96
27396	08/04/2020	FINANCE	FINANCE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 91.77
27396	08/04/2020	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 114.03
27396	08/04/2020	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 3.43
27396	08/04/2020	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 54.25
27396	08/04/2020	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 62.37
27396	08/04/2020	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 158.84
27396	08/04/2020	FINANCE	PD ADMIN	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 3,032.33
27396	08/04/2020	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 293.96
27396	08/04/2020	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 174.10
27396	08/04/2020	FINANCE	RECREATION	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 0.53
27396	08/04/2020	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 50.87
27396	08/04/2020	FINANCE	SR CITIZEN	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 40.54
27396	08/04/2020	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 0.53
27396	08/04/2020	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 46.71
27396	08/04/2020	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 338.64
27396	08/04/2020	FINANCE	WATER QC	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 46.79
27396	08/04/2020	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 195.27
27396	08/04/2020	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 1,694.13
27396	08/04/2020	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 86.23
27396	08/04/2020	FINANCE	SOLID WASTE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 6/11/20-7/10/20	\$ 28.48

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 2,198,797.81



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: August 19, 2020

Agenda Number: B-3

SUBJECT:

Informational Report on Contract City Attorney Service Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational monthly update on expenditures for contract City Attorney services.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City's in-house City Attorney. If there is additional information Council desires to see in future iterations of this report, please advise and staff will make the requested changes.

Firm: Liebert Cassidy Whitmore

Billing Period: June 2020

Matter	Charges	
	June 2020	Fiscal Year-to-Date
Tort Liability Claim/Grievance (Personnel related)	\$0.00	\$1,236.00
SB 1421 Requests	\$0.00	\$287.00
Total	\$0.00	\$1,523.00

Firm: Madera County District Attorney's Office

Billing Period: June 2020

<i>Matter</i>	Charges	
	June 2020	Fiscal Year-to-Date
Prosecution Services for City of Madera per Agreement	\$196.29	\$196.29
Total	\$196.29	\$196.29

Firm: Colantuono, Highsmith & Whatley, PC

Billing Period: June 2020

<i>Matter</i>	Charges	
	June 2020	Fiscal Year-to-Date
Pending Litigation	\$246.25	\$19,649.66
Total	\$246.25	\$19,649.66

Firm: Montoy Law

Billing Period: June 2020

<i>Matter</i>	Charges	
	June 2020	Fiscal Year-to-Date
General Legal Review/Advice	\$164.50	\$16,461.00
City Clerk	\$352.50	\$10,293.00
Attendance at Council Meetings & Advice on Same	\$2,867.00	\$27,423.50
City Council Requests for Information/Research		\$728.50
City Manager	\$1,715.50	\$11,048.00
Review and Advice on Agreements	\$9,447.00	\$54,772.00
Public Records Act Matters		\$27,330.50
Real Estate Transactions		\$456.00
Planning	\$6,862.00	\$22,592.00
Finance	\$282.00	\$8,219.00
Successor Agency	\$188.00	\$2,502.50
Public Works/Engineering	\$2,984.50	\$17,508.00
Grand Jury		\$1,021.00
Litigation	\$10,744.50	\$110,543.04
Personnel/Payroll		\$636.00
Municipal Code Enforcement	\$70.50	\$925.50
Police Department - General	\$70.50	\$282.00
Ordinances		\$9071.00
Discounted Hours	\$(189.50)	\$(6,803.50)
Total	\$35,559.00	\$315,009.04

Firm: Law Office of Gregory L. Myers

Billing Period: June 2020

Matter	Charges	
	June 2020	Fiscal Year-to-Date
Pending Litigation	\$0.00	\$477.00
Total	\$0.00	\$477.00

FINANCIAL IMPACT:

For FY 2019/20, Council entered into an agreement for a contract service delivery model going forward effective August 8, 2019. When the FY 2019/20 operating budget was originally adopted, the City Attorney Department Budget was proposed similar to FY 2018/19 as the long-term service delivery model was not yet known. The Finance Department calculated charges-to-date as of the change in service deliver model to contracting out and collapsed the remaining funds into the contracted legal services line item. Examples of charges incurred to individual line items prior to the change would be costs associated with the recruitment and Request for Proposals process, janitorial services for the space formerly occupied by City Attorney staff, and other similar charges typically split amongst City Hall departments by their square footage portion of the building.

Based on this adjustment, the Contracted Legal Services line item budget for City Attorney services in FY 2019/20 is \$357,250.00. As of August 10, 2020, expenditures YTD actual is \$320,499.99 with \$20,797.67 remaining funds available in this line item.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

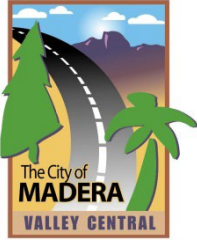
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Ellen Bitter in blue ink.

for Keith Helmuth, Department Director

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: August 19, 2020

Agenda Number: B-4

SUBJECT:

Applications for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2020/21

RECOMMENDATION:

Adopt a Resolution Authorizing the Submittal of LTF and STA Applications for TDA funding to the Madera County Transportation Commission (MCTC)

SUMMARY:

The TDA provides for two sources of funding for public transportation, it includes LTF and STA. The following is a summary of each:

- LTF: \$1,814,746
 - LTF must be used for transportation related services such as transit services, street construction, program planning, and administration
 - As part of the Capital Improvement Plan (CIP) presented to Council on May 21, 2020, projects were identified for use of said funds
 - 2020/21 allocation is a decrease of \$22,635 in comparison to FY 2019/20
- STA: \$585,523
 - May only be used for transit related programs
 - Funds are programmed for operations of the Madera Metro
 - 2020/21 allocation is a decrease \$64,058 in comparison to FY 2019/20

It is important to note that dollar amounts identified above are estimates at this time. It is expected that these figures will be revised when more information is known about the impact of COVID-19 on sale tax revenue. Both LTF and STA funds were included in the adopted FY 2020/21 City Budget.

DISCUSSION:

The TDA fund are derived from the following sources:

- Local Transportation Funds (LTF) are generated from a ¼ cent of the general sales tax collected statewide. LTF is used for transportation related services such as transit, street construction, program planning, and administration.
- State Transit Assistance funds (STA) are generated from the statewide sales tax on diesel fuel. STA funds are limited to transit related programs.

The purpose and priority of the TDA is to provide funding for public transportation needs throughout the State. Funds are allocated based on population, taxable sales, and transit performance. Some counties have the option of using LTF for local streets and road projects, if they can show there are no unmet transit needs. Historically, the City has availed itself of its ability to utilize LTF for the purposes of assisting in other transportation needs, road improvements, and support of transportation related activities.

Local agencies are required to submit applications for LTF and STA funds annually for approval by the MCTC Board. These applications describe the intended use of the funds and require Council approval. The LTF application will be brought back to Council for consideration once the carryover balance is validated with MCTC. Changes to these applications by the local agency may be made through an amended application at any time. The applications are prepared to reflect the proposed expenditures for the coming FY.

As outlined in Public Utilities Code (PUC) Section 99233, LTF are allocated in a specific priority order. LTF are first programmed for transit services based on the premise that the unmet transit needs process has been prepared and conducted by the MCTC, and operational needs determined by City staff.

After allocating the amounts needed for Transit, 2 percent of funds are allocated for Bicycle and pedestrian facilities and projects while 3 percent of funds are earmarked for MCTC Transportation Planning and Programming. Remaining LTF are typically programmed for street construction and maintenance projects that are identified in the City's CIP and generally include planning, acquisition of real property, construction of facilities, and administration. Table 1 list proposed activities for LTF.

<i>Activity</i>	<i>Amount</i>
Transit Services & Capital Outlay	\$796,812
Bicycle/Pedestrian Facilities	\$36,295
Transportation Planning (MCTC)	\$54,442
Transportation Improvement Projects	\$927,197
Total	\$ 1,814,746

As part of previous applications expenditure reviews, staff identified a concern relative to the ongoing stability of previously adhered practices in relation to planning for the use of available LTF funding. This concern had been alluded to in previous staff reports to Council in that expenditures of LTF funding toward transit activities had been increasing at a greater pace than TDA funding (Overall STA or STA and LTF combined has been increasing). This led staff to the conclusion that expenditures that may be covered by LTF for Engineering Division operations or projects may need to be reduced over the next several years. This assumption has been taken into consideration for FY 2019/20 and beyond. The changes made in the FY 2019/20 CIP resulted in the ability to project positive ending balances for the entirety of the CIP planning horizon. Given impacts associated with Covid-19, LTF-Streets is currently projected to be in a deficit in FY 2022/23. Given the current uncertainty as to what the actual impacts will be on LTF funding in future years, staff has not attempted, at this time, to balance expenses against revenues that far in advance. Preferring rather to confirm impacts in the next FY.

FINANCIAL IMPACT:

For this cycle and near term, the next several cycles, there are no identified impacts to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Managed Growth: Strategy 101.6 – Ensure infrastructure can sustain population growth in the development of the General Plan.

Multi-modal Transportation: Strategy 121 – Develop a City-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

Provide staff direction from Council on how to best utilize available funds.

ATTACHMENTS:

1. Resolution
Exhibit A – Applications

Attachment 1
Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING APPLICATIONS FOR
TRANSPORTATION DEVELOPMENT ACT (TDA) – LOCAL
TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT
ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2020/21 AND
AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT
THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION
COMMISSION (MCTC)**

WHEREAS, the TDA - LTF and STA funds are annually allocated by MCTC pursuant to the TDA; and

WHEREAS, the City of Madera prepares the applications outlining the intended uses for the LTF and STA funds each year and the applications may be amended as needed; and

WHEREAS, the LTF and STA fund applications for FY 2020/21 that describe the intended uses of these funds have been submitted to Council for review and approval.

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

1. The above recitals are true and correct.
2. The FY 2020/21 applications for TDA – LTF and STA funds as allocated to the City of Madera by MCTC are attached hereto as Exhibit A and referred to for particulars is necessary for the City of Madera to receive TDA – LTF and STA funds.
3. The applications are hereby approved.
4. The City Engineer is authorized to execute the applications and submit to MCTC.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A
Application

MADERA COUNTY TRANSPORTATION COMMISSION
TRANSPORTATION DEVELOPMENT ACT APPLICATION SUMMARY - FORM A
(All claimants must complete this document)

Line
 1 Project Year (FY) 2020-21
 2 Claimant City of Madera
 3 Address 205 W. Fourth Street, Madera, CA
 4 Contact Person Mercedes Evangelista Title Administrative Analyst
 5 Telephone Number 559-661-5418
 6 The above named claimant hereby applies for allocations of Transportation Development Act funds for FY 2020-21 for the purposes and in the amount(s) specified below:

Purpose		
Local Transportation Fund		
7	Regional Transportation Planning (PUC 99262 & 99402)	\$ 54,442.00
8	Pedestrian & Bikeway Facilities (PUC 99234)	\$ 36,295.00
9	Article 4 Transit (PUC 99260)	
10	Article 4.5 Community Transit (PUC 99275)	\$ 796,812.00
11	Article 8a Streets & Roads (PUC 99400a)	\$ 927,197.00
12	Article 8b Rail (PUC 99400b)	
13	Article 8c Transit Contracts (PUC 99400c)	
14	TOTAL LTF	\$ 1,814,746.00
State Transit Assistance		
15	Transportation Planning	
16	Mass Transportation	
17	TOTAL STA	\$ -
18	TOTAL TRANSPORTATION DEVELOPMENT ACT APPLICATION <i>(add lines 14 and 17)</i>	\$ 1,814,746.00

Claimant acknowledges that payment by the County Auditor of an allocation made by MCTC is subject to such monies being on hand and available for distribution and to the provision that such moneys be used only in accordance with the terms of the allocation instruction issued by MCTC.

19 By: Mercedes Evangelista
 20 Title: Administrative Analyst
 21 Date: 8/19/2020

I hereby attest to the reasonableness and accuracy of the financial statements included in Documents D, E, & F. (Sec. 6632)

22 Signed: _____
 23 Name: Keith B. Helmuth, PE
 24 Title: City Engineer

Reference: CCR Section 6630

Approved by MCTC:

 Authorized Official Date

FORM A

MADERA COUNTY TRANSPORTATION COMMISSION
 Application for Transportation Development Act Funds - **Form A.1**
Local Transportation Fund (LTF)
 Fiscal Year 2020/21

Applicant Agency and Project Manager:

This form is to be used when making an application to use LTF funds for Public Transportation Services, Transportation Planning Services, Pedestrian and Bicycle Facility Construction, and Street and Road Projects. All projects submitted must be included in the Regional Transportation Plan. MCTC is required to make a finding that "No unmet public transportation needs exist" in the county before this application can be approved.

FUNDING REQUEST:
Transportation Services, Section 99260 (Article 4):

1. Name of Service: _____	\$	_____
2. Name of Service: _____	\$	_____
TOTAL:		\$ _____ -

Transportation Services, Section 99400 (b,c,d) (Article 8):

1. Name of Service, Contractor:	Madera Metro, Intermodal Ops & Capital	\$	796,812.00
2. Name of Service, Contractor:	_____	\$	_____
3. Name of Service, Contractor:	_____	\$	_____
4. Name of Service, Contractor:	_____	\$	_____
TOTAL:		\$	796,812.00

Pedestrian and Bicycle Facilities, Section 99234 (Article 3):

Project Name, if applicable

1.	_____	\$	36,295.00
2.	_____	\$	_____
3.	_____	\$	_____
TOTAL:		\$	36,295.00

Transportation Planning Services, Section 99402 (Article 8):

<i>MCTC regional transportation planning</i> activities on behalf of member agencies	\$ <u>54,442.00</u>
<i>Local Agency transportation planning</i> activities (or Contracted Services)	\$ _____
<i>Additional planning</i> project or contracted transportation planning work	\$ _____
TOTAL:	\$ <u>54,442.00</u>

Street and Road Projects, Section 99402 (Article 8):

Article 8 Funds Requested for Street & Road Projects	\$ <u>927,197.00</u>
GRAND TOTAL:	\$ <u>1,814,746.00</u>

Submitted By:

Signature of Local Official, Title *Keith Helmuth, City Engineer*

Date

Approved by MCTC:

Executive Director

Date

Note:

TDA funds may be used to cover actual expenses during the fiscal year of the application only. Should carryover funds occur, MCTC should be notified

MADERA COUNTY TRANSPORTATION COMMISSION
 Application for Transportation Development Act Funds - **Form A.2**
State Transit Assistance (STA)
 Fiscal Year 2020/21

Applicant Agency and Project Manager:

This form is to be used when making an application to use STA funds for Transportation Services and Transportation Planning. All projects submitted must be included in the Regional Transportation Plan.

FUNDING REQUEST:

Transportation Services:

1. Name of Service, Contractor:	Madera Metro, Dial-A-Ride, Intermodal	\$ <u>585,523.00</u>
2. Name of Service, Contractor:		\$ _____
3. Name of Service, Contractor:		\$ _____
4. Name of Service, Contractor:		\$ _____
5. Name of Service, Contractor:		\$ _____
TOTAL:		\$ <u>585,523.00</u>

Transportation Planning Services:

MCTC transit planning activities on behalf of member agencies.	\$ _____
Local Agency transportation planning activities (or Contract Services)	\$ _____
Additional planning project or contracted transportation planning work	\$ _____
TOTAL:	\$ <u>-</u>

SUMMARY of PROPOSED EXPENDITURES

Transportation Services	\$ <u>585,523.00</u>
Transportation Planning Services	\$ <u>-</u>
GRAND TOTAL:	\$ <u>585,523.00</u>

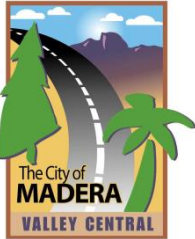
Submitted By:

 Signature of Local Official, Title *Keith Helmuth, City Engineer*

Approved by MCTC:

 Executive Director Date

Note:
 TDA funds may be used to cover actual expenses during the fiscal year of the application only. Should carryover funds occur, MCTC should be notified



REPORT TO CITY COUNCIL

Approved by:

Dino Lawson

Dino Lawson, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 19, 2020

Agenda Number: B-5

SUBJECT:

Acceptance of a grant award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program (STEP)

RECOMMENDATION:

Adopt Resolutions:

1. To accept the grant award in the amount of \$85,000 on behalf of the City.
2. Amending the City’s 2020/21 Budget to reflect revenues and expenditures related to the grant.

SUMMARY:

The State of California Office of Traffic Safety (OTS) sponsors several grant programs to improve the safety of the state’s streets and highways. The City applied for assistance to address these issues in our community and recently received official confirmation that our grant application was approved. As a result, the OTS has awarded the Madera Police Department (MPD) with a grant for \$85,000 to provide funding for our successful anti-DUI program.

DISCUSSION:

The STEP focuses on a comprehensive approach to enforce and encourage compliance with seat belt use, impaired driving, speed limit, and other traffic laws. Education and enforcement are two very important components of collision reduction. The acceptance of the STEP grant will allow the MPD to bolster its enforcement and education efforts in all of the problem areas mentioned.

The grant award for \$85,000 will allow the MPD to perform overtime operations related to DUI checkpoints and saturation patrols as well as traffic enforcement operations linked to distracted

driving and primary collision factors. These comprehensive programs have a long-lasting impact in reducing both fatal and injury collisions. The grant will also fund expenses related to training personnel to identifying persons under the influence.

The City has previously been awarded an OTS grant and has successfully managed the award activities. Last year, Council accepted the STEP grant in the amount of \$110,000. The reason for the lower amount in funding this year is because the 20019/20 award included \$25,000 to purchase electronic ticket writers. Staff urges Council to accept the STEP grant in the amount of \$85,000 and approve the budget amendment to use these funds for the approved activities.

FINANCIAL IMPACT:

Acceptance of the STEP award will provide \$85,000 in funding to support our community's law enforcement services. It will assist with the Police Departments expenditures for the enforcement of persons driving under the influence and enforcement operations focusing on primary collision factors.

The second resolution contemplated with this report contains the requested budget adjustments and shows the breakdown of proposed expenditures.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The acceptance of the OTS STEP grant supports the Vision Madera 2025 Plan as follows:

- Strategy 115
 - Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.
- Strategy 115.3
 - Seek and retain grants.

ALTERNATIVES:

Council may decline the grant funds or may request additional information.

ATTACHMENTS:

1. Resolution designating the City Manager as the Authorizing Official to accept the OTS STEP grant on behalf of the City of Madera
2. Resolution amending the City of Madera FY 2020/21 Budget
 - A. Line item budget amendments to the Police Department Budget
3. STEP Grant Agreement

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
DESIGNATING THE CITY MANAGER AS THE AUTHORIZING OFFICIAL TO ACCEPT
THE GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC
SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM IN THE AMOUNT OF
\$85,000**

WHEREAS, the City of Madera Police Department is responsible for the safety of the citizens of the community; and

WHEREAS, the Madera Police Department spends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the City Council of the City of Madera supports the efforts of the Madera Police Department to secure resources by the most efficient means possible; and

WHEREAS, the State of California Office of Traffic Safety has allocated \$85,000 through the Selective Traffic Enforcement Program to the City of Madera Police Department; and

WHEREAS, the grant funds will be used to support traffic enforcement operations to mitigate impaired driving and primary collision factors; and

WHEREAS, the City Manager will accept the above-mentioned allocation amount from the Selective Traffic Enforcement Program.

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

1. The foregoing recitals are true and correct.
2. The City Manager, is designated as the Authorizing Official to accept the grant on the City's behalf and execute all related documents necessary for application approval and receipt of funding.
3. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 20-_____

**CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE
CITY OF MADERA FISCAL YEAR 2020/2021 BUDGET**

WHEREAS, the City Council has authorized the City Manager to accept a grant award in the amount of \$85,000 from the State of California Office of Traffic Safety Selective Traffic Enforcement Program; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2020/2021 Budget, listed in Exhibit A, attached hereto, are necessary to account for receipt of the grant funds and related expenditures.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds and order 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. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution
4. The resolution is effective immediately upon adoption.

EXHIBIT A

CITY OF MADERA

Budget Appropriation : Res.#20-xx; 08/19/20

2020-2021 Budget Adjustment

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
OTS DUI Enforcement					
4790	47900000	4458	DUI Enf & Awareness Grant		85,000.00
4790	47900000	5100	Salaries/Overtime	63,413.76	
4790	47900000	5304	Workers Comp	7,345.14	
4790	47900000	5305	Medicare ER	1,041.10	
4790	47900000	6530	Conf,Training & Education	8,200.00	
4790	47900000	6518	Other Supplies	5,000.00	
				85,000.00	85,000.00

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Madera	3. Grant Period From: 10/01/2020 To: 09/30/2021
4. AGENCY UNIT TO ADMINISTER GRANT Madera Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$85,000.00	
<p>7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:</p> <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
<p>A. GRANT DIRECTOR NAME: Randall Williams TITLE: Sergeant EMAIL: rwilliams@madera.gov PHONE: (559) 675-4205 ADDRESS: 330 South C Street Madera, CA 93638</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>	<p>B. AUTHORIZING OFFICIAL NAME: Arnolito Rodriguez TITLE: City Manager EMAIL: arodriguez@madera.gov PHONE: (559) 661-5402 ADDRESS: 205 W Fourth Street Madera, CA 93637</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>
<p>C. FISCAL OFFICIAL NAME: Roger Sanchez Ruiz TITLE: Director of Financial Services EMAIL: rsanchez@madera.gov PHONE: (559) 661-5453 ADDRESS: 205 W. 4th Street Madera, CA 93637</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>	<p>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive Suite 300 Elk Grove, CA 95758</p> <p>_____</p> <p style="text-align: center;">(Signature) (Date)</p>

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. DUNS INFORMATION</p> <p>DUNS #: 078772142 REGISTERED ADDRESS: 205 W 4th St CITY: Madera ZIP+4: 93637-3527</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$85,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$85,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$85,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

<p>1. PROBLEM STATEMENT</p> <p>The City of Madera is a small community located along the State Route 99 corridor running through California's Central Valley. With an average daily population of approximately 65,500 people, that number can swell to upwards of 80,000 given the daily commuter traffic driving through our city every day. Along with the 23 percent increase in commuter traffic, the number of distracted driving, excessive speed and impaired driving crashes increases by at least 23 percent as well, affecting the quality of life within our community.</p> <p>In 2018 alone, the City of Madera Police Department attended 120 traffic crashes which had resulted in 168 injury victims. Driving under the influence of alcohol and/or drugs was the primary crash factor for 19 percent of all crashes within the City of Madera in 2018, and was attributable to 100 percent of the traffic fatalities that year.</p> <p>Given that 90 percent of all these crashes are occurring during daylight hours, due to increased commuter traffic, including commercial traffic, the Department's limited resources have narrowed to the targeting of "Hot Spot" areas when call volume permits such action. The Department is requesting California Office of Traffic Safety grant funding to help reduce these traffic issues which are heavily impacting the City of Madera.</p>	
<p>2. PERFORMANCE MEASURES</p> <p>A. Goals:</p> <ol style="list-style-type: none"> 1. Reduce the number of persons killed in traffic crashes. 2. Reduce the number of persons injured in traffic crashes. 3. Reduce the number of pedestrians killed in traffic crashes. 4. Reduce the number of pedestrians injured in traffic crashes. 5. Reduce the number of bicyclists killed in traffic crashes. 6. Reduce the number of bicyclists injured in traffic crashes. 7. Reduce the number of persons killed in alcohol-involved crashes. 8. Reduce the number of persons injured in alcohol-involved crashes. 9. Reduce the number of persons killed in drug-involved crashes. 10. Reduce the number of persons injured in drug-involved crashes. 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes. 	
<p>B. Objectives:</p> <ol style="list-style-type: none"> 1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release. 	<p>Target Number</p> <p>1</p>
<ol style="list-style-type: none"> 2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month. 	<p>10</p>
<ol style="list-style-type: none"> 3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a 	<p>12</p>

suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	10
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	10
9. Conduct DUI Saturation Patrol operation(s).	11
10. Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.	2
11. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	12
12. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
3. METHOD OF PROCEDURE	
A. <u>Phase 1 – Program Preparation (1st Quarter of Grant Year)</u>	
<ul style="list-style-type: none"> The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. All training needed to implement the program should be conducted this quarter. All grant related purchases needed to implement the program should be made this quarter. In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly. Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. 	
<u>Media Requirements</u>	
<ul style="list-style-type: none"> Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release. 	
B. <u>Phase 2 – Program Operations (Throughout Grant Year)</u>	
<ul style="list-style-type: none"> The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. 	
<u>Media Requirements</u>	
<ul style="list-style-type: none"> Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement. If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press. 	

- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-21	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$60,000.00
402PT-21	20.600	State and Community Highway Safety	\$25,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Positions and Salaries				
Straight Time				\$0.00
Overtime				
DUI/DL Checkpoints	164AL-21	\$3,000.00	10	\$30,000.00
DUI Saturation Patrols	164AL-21	\$2,000.00	11	\$22,000.00
Warrant Service Operations	164AL-21	\$1,500.00	2	\$3,000.00
Traffic Enforcement	402PT-21	\$1,200.00	12	\$14,400.00
Distracted Driving	402PT-21	\$1,200.00	2	\$2,400.00
Category Sub-Total				\$71,800.00
B. TRAVEL EXPENSES				
In State Travel	402PT-21	\$8,200.00	1	\$8,200.00
				\$0.00
Category Sub-Total				\$8,200.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-21	\$5,000.00	1	\$5,000.00
Category Sub-Total				\$5,000.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$85,000.00

GRANT AGREEMENT

Schedule B-1

BUDGET NARRATIVE**PERSONNEL COSTS**

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Warrant Service Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Lifesavers 2021 Conference. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28 traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

**CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS**

(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place State in a high-risk grantee status in accordance with 49 CFR 18.12.

The Officials named on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include but are not limited to the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 49 CFR Part 18- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

- 1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
- 2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
- 3. Complete the form if adding, removing or editing a GEMS user(s).
- 4. The Grant Director, Fiscal Official or Authorizing Official must sign and return it with the Grant Agreement.

Grant Details	
Grant Number:	PT21135
Agency Name:	Madera Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$85,000.00
Authorizing Official:	Arnoldo Rodriguez
Fiscal Official:	Roger Sanchez Ruiz
Grant Director:	Randall Williams

Current GEMS User(s)

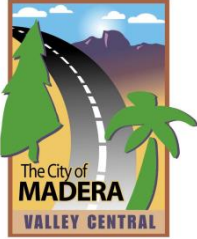
- 1. Brent Cederquist**
Title: Corporal
Phone: (559) 675-4245
Email: brentcederquist@madera.gov
Media Contact: Yes

- 2. Don Thiesen**
Title:
Phone: (559) 661-5451
Email: dthiesen@madera.gov
Media Contact: No

- 3. Randall Williams**
Title: Sergeant
Phone: (559) 675-4205
Email: rwilliams@madera.gov
Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name	Job Title	
Email address	Phone number	
GEMS User 2 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name	Job Title	
Email address	Phone number	
GEMS User 3 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name	Job Title	
Email address	Phone number	
GEMS User 4 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name	Job Title	
Email address	Phone number	
GEMS User 5 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name	Job Title	
Email address	Phone number	
Form completed by:	Date:	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.		
Signature	Name	
Date	Title	



REPORT TO CITY COUNCIL

Approved by:

Luetta Sanchez

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 19, 2020

Agenda Number: B-6

SUBJECT:

Federal Transit Administration Grant Application for Transit Capital Assistance

RECOMMENDATION:

Adopt a Resolution authorizing submittal of a grant application in the amount of \$157,396 to the Federal Transit Administration (FTA)

SUMMARY:

The City received notification from the FTA regarding monies available to City from its 5339 source of funds for FY 2020/21. In order to apply and accept funds, the City Council (Council) must approve the authorization for the submittal of the grant application. Funds available through this grant total \$157,386. It is expected that the City provides a local share of \$27,774 to meet the FTA funding to local match ratio of (85/15), thus bringing the project total to \$185,160. The City's Transit Division has already allocated Local Transportation Funds in its FY 2021/21 budget to cover the local match requirement, thus eliminating the use of General Fund dollars. The plan is to purchase an additional 32-foot CNG bus that will be used as part of the Madera Metro fixed route system.

DISCUSSION:

With the increase needs of public transportation and the growing population, the City staff, MV Public Transportation, Inc., Transit Advisory Board members, and other stakeholders have collaborated and strategized on finding multiple ways to improve and enhance public transportation. The funds made available through FTA will allow the City to purchase a new 32-foot CNG bus to form part of the Madera Metro's fleet. This added vehicle will increase capacity by allowing the incorporation of an additional bus during peak hours as well as ensure that when a bus is in repair there are no fleet shortages for operation demands.

FINANCIAL IMPACT:

This grant requires a local match in the amount of \$27,774 for the project cost at a ratio of (85/15). Local Transportation Funds (LTF) are proposed to be utilized to meet the City's 15 percent match; thus, there is no impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Being awarded these available funds supports the Vision Madera 2025 Plan as follows:

- Strategy 121
 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 433
 - Air Quality: Maintain or improve air quality through innovative programs and cooperative local plans. Ensure adherence to State and Federal air-quality policies.

ALTERNATIVES:

As an alternative, Council may:

1. Forgo this allocation
2. Find alternative revenue to cover FTA's or LTF's portion for this project.

ATTACHMENT:

1. Resolution

RESOLUTION NO. 20-_____

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION
OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR
FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C.
CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL
STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority to award federal financial assistance to the City of Madera (City) for a transportation project; and

WHEREAS, the City has been notified that it is eligible to receive \$157,386 in FTA funds; and

WHEREAS, the City intends to utilize FTA funds to purchase a new 32-foot CNG bus to form part of the Madera Metro's fleet at a cost of \$185,160; and

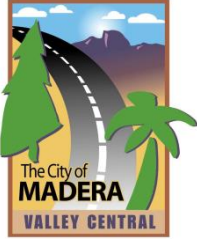
WHEREAS, the grant for federal financial assistance will impose certain obligations upon the City, and will require the City to provide a local share of \$27,774 for the project cost at a ratio of (85/15);

WHEREAS, the City will use Local Transportation Fund (LTF) to meet the required 15 percent match; and

WHEREAS, the City of Madera will provide all annual certifications and assurances to the FTA required for the projects.

NOW, THEREFORE, the City Council (Council) of the City of Madera finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Council authorizes the Mayor, to execute and file an application for federal assistance on behalf of City of Madera with the FTA for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.
3. The Council authorizes the Mayor, to execute and file with its applications the annual certifications and assurances and other documents the FTA requires before awarding a federal assistance grant or cooperative agreement.
4. The Council authorizes the Mayor, to execute the grant and cooperative agreements with the FTA on behalf of the City of Madera.
5. This resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved by:

Luetta Sanchez

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 19, 2020

Agenda Number: B-7

SUBJECT:

Caltrans Sustainable Transportation Planning Grant for the Madera Transit Plan

RECOMMENDATION:

1. Adopt a Resolution to accept the California Department of Transportation Sustainable Transportation Planning Grant in the amount of \$100,000; and
2. Amend the City's 2020/21 Budget to Reflect Revenues and Expenditures related to the Grant

SUMMARY:

The City received notification from the California Department of Transportation (Caltrans) that it was a recipient of the Sustainable Transportation Planning Grant (STPG) in the amount of \$100,000. The City Council (Council) must approve the restricted grant agreement to accept and use these grant funds. Funds will be used to assist in evaluating the City's transit system and devise operational and policy changes that improve service for all residents. This includes connections for pedestrians, bicycle and other modes of transportation to advance multi-modal transportation within the region and make efficient use of the resources.

The timeframe for this project will be November 1, 2020 thru April 23, 2023 and will focus within Madera City limits Madera Fixed-Route Service Area bounded by Adell Street to the north; Avenue 13/Pecan Ave to the south; Road 28/Tozer to the East; and Liberty Street to the West.

DISCUSSION:

With the increased needs of public transportation and a growing population, the City's Transit Division, MV Public Transportation, Inc., Transit Advisory Board, and other stakeholders have collaborated and strategized on finding multiple ways to improve and enhance public transportation. The STPG will allow the City to reform inadequate areas of transit services, have an impact on reducing green-house-gas (GHG) emissions and improving health, focus on

disadvantage communities, and enhance engagement in transit planning within those communities.

Caltrans requires that agencies that are awarded a grant, authorize a resolution to accept the grant and relevant grant conditions. At the same time staff recommends that Council approve the budget amendment in order to incorporate this new revenue into the FY 2020/21 budget, as reflected on Exhibit AA.

FINANCIAL IMPACT:

This grant requires a local match in the amount of \$12, 956, defined as in-kind local match. Local Transportation Funds (LTF) will cover this amount. There is no impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The acceptance of the Sustainable Transportation Planning Grant supports the Vision Madera 2025 Plan as follows:

- Strategy 102
 - Public involvement: Develop and promote a community involvement plan to provide on-going information and opportunities for community input and participation concerning growth.
- Strategy 121
 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 321
 - Accessible, Affordable Education: Develop a focus on accessible and affordable higher education for community members.
- Strategy 404.3
 - Develop gap analysis of those areas lacking sufficient accessibility within the community.
- Strategy 407
 - Elder Independence: Promote and Expand existing services to allow Madera's elders to maintain independent lifestyles.
- Strategy 433
 - Air Quality: Maintain or improve air quality through innovative programs and cooperative local plans. Ensure adherence to State and Federal air-quality policies.

ALTERNATIVES:

As an alternative, Council may:

1. Find alternative resources to develop a comprehensive transit plan.
2. Identify an alternative revenue source for the local match portion.

ATTACHMENTS:

1. Resolution approving Funding Agreement with Caltrans Department of Transportation for the acceptance of the Sustainable Transportation Planning Grant.
2. Exhibit AA (Appropriation Adjustment)

Resolution 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA AUTHORIZING APPROVAL OF THE SUSTAINABLE
TRANSPORTATION GRANT AGREEMENT BETWEEN CALTRANS
DEPARTMENT OF TRANSPORTATION AND CITY OF MADERA FOR THE
MADERA TRANSIT PLAN**

WHEREAS, the City of Madera (City) is eligible to receive State funding for its Madera Transit Plan through the California Department of Transportation (CalTrans); and

WHEREAS, CalTrans has awarded a grant to the City in the amount of \$100,000 for Sustainable Transportation Planning; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with CalTrans before such funds can be claimed through the Sustainable Transportation Planning Grant Program; and

WHEREAS, the City will utilize these funds to assist in the evaluation of the City's transit system and devise operational and policy changes that improve services for all residents; and

WHEREAS, the City has agreed to use \$12,956 Local Transportation Fund (LTF) to cover the cost of staff time; and

WHEREAS, the City wishes to delegate authorization to execute these agreements and any amendments thereto, to the Mayor.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council authorizes the Mayor, or his designee, to execute the Restricted Grant Agreement, and any amendments therefore, with the California Department of Transportation.
3. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT AA

CITY OF MADERA

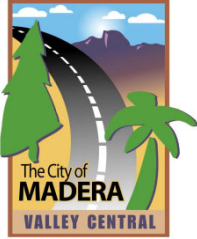
Appropriation Adjustment:

FY 2021 Madera Transit Division

FUND ORG OBJECT
CODE CODE CODE DESCRIPTION (+) (-)

Transportation

CALTRANS - Transit Study					
2129	5595	4434	Caltrans Transit Study Grant		100,000.00
CALTRANS - Transit Study					
2129	5595	6440	Caltrans Transit Study Grant	100,000.00	
Totals for Adjustment				100,000.00	100,000.00



REPORT TO CITY COUNCIL

Approved by:

Roger Sanchez, Director of Finance

Arnoldo Rodriguez, City Manager

Council Meeting of: August 19, 2020

Agenda Number: B-8

SUBJECT:

Adoption of an Ordinance amending Madera Municipal Code Relating to Deposits for Utility Services

RECOMMENDATION:

Waive full reading and Adopt Ordinance of the City of Madera, California amending Title VIII: Finance, Revenue, and Taxation, Chapter 7: Municipal Utilities, Section 8-7.06 (C) and (D) of the Madera Municipal Code Relating to Deposits for Utility Services

SUMMARY:

This is the second reading for this ordinance which was introduced on August 5, 2020. The proposed ordinance update to Section 8-7.06 (C) and (D) of Chapter 7: Municipal Utilities of the Madera Municipal Code will allow for the City to automatically apply deposits collected at the beginning of service to a Utility service account following the required one-year period, so long as the account holder meets all other criteria.

DISCUSSION:

The Utility Billing division is currently in process of converting software systems from A-MAIS Technologies to Tyler Technologies and is using this time to revisit the City's current policies and procedures.

The current ordinance under consideration reads in part:

- (C) "In the event of non-payment of all or a portion of the utilities bill, the deposit shall be applied against the outstanding charges upon termination of service, as deemed necessary by the Finance Director or his or her designee."

- (D) “Upon request, deposits shall be applied to a customer’s account after a one-year period: however, if the customer has been delinquent more than once during the one-year period, the deposit will be applied to the account six months after the last delinquent payment, but not sooner than one year from the start date.”

The proposed revision of the ordinance reads as follows:

- (C) “In the event of non-payment of all or a portion of the utilities bill, after notice is given the deposit may be applied against delinquent charges or against outstanding charges upon termination of service, as deemed necessary by the Finance Director or his or her designee”
- (D) “Deposits shall be automatically applied to a customer’s account after a one-year period.”

By changing the ordinance, the City hopes to decrease the deposits on hand, reduce delinquencies and, therefore, reduce the number of deposit refunds issued to customers when their services are terminated.

FINANCIAL IMPACT:

There is anticipated savings to the City in interest expense paid to customers on deposits, as well as reducing utility account delinquencies. Additionally, staff time spent on processing refunds will be reduced, allowing for staff time to be redirected to other utility tasks.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The ordinance amendment will further apply to core vision statements of A Well-Planned City by providing services in a fair and systematic manner.

ALTERNATIVES:

The Council may elect to leave the ordinance as it currently exists.

ATTACHMENT:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING TITLE VIII: FINANCE, REVENUE, AND TAXATION, CHAPTER 7: MUNICIPAL UTILITIES, SECTIONS 8-7.06 (C) AND (D) OF THE MADERA MUNICIPAL CODE RELATING TO DEPOSITS FOR UTILITY SERVICES

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 8-7.06 (C) of the Madera Municipal Code is amended to read as follows:

§ 8-7.06 DEPOSITS FOR UTILITY SERVICES

(C) In the event of non-payment of all or a portion of the utilities bill, after notice is given the deposit may be applied against delinquent charges or against outstanding charges upon termination of service, as deemed necessary by the Finance Director or his or her designee.

SECTION 2. Section 8-7.06 (D) of the Madera Municipal Code is amended to read as follows:

(D) Deposits shall be automatically applied to a customer's account after a one-year period.

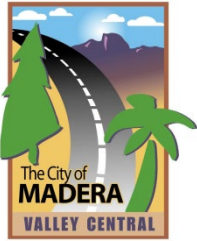
SECTION 3. SEVERANCE. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance

SECTION 4. CEQA. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

SECTION 4. PUBLICATION. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its passage.

* * * * *



**CITY OF MADERA
MEMORANDUM**

DATE: August 13, 2020

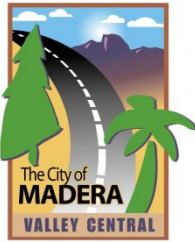
TO: Honorable Mayor and City Council Members

FROM: Gary Conte, Planning Manager

SUBJECT: August 19, 2020 City Council Meeting
Late Distribution of Report for Item B-9

Additional time is needed to complete, review and finalize report for Item B-9 Agreement with Self-Help Enterprise to Ensure Precise Plan Compliance (Sugar Pine Village) before distributing to Council. We apologize for any inconvenience this action may have caused.

Thank you.



REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to read "Keith Helmuth".

Keith Helmuth, Department Director

A handwritten signature in blue ink, appearing to read "Arnaldo Rodriguez".

Arnaldo Rodriguez, City Manager

Council Meeting of: August 19, 2020

Agenda Number: D-1

SUBJECT:

Avenue 13 Interceptor Sewer Rehabilitation Informational Report and Capital Improvement Program Budget Amendment

RECOMMENDATION:

Adopt a Resolution Approving a Funding Amendment Appropriating \$400,000 in Sewer Funds to the FY 2020/21 Capital Projects Budget for the Avenue 13 Sewer Interceptor Rehabilitation Project, City Project SS-00014.

SUMMARY:

Video inspections of the Avenue 13 (aka Pecan Ave.) sewer interceptor pipeline leading to the Wastewater Treatment Plant (WWTP) reveal significant degradation of the concrete pipeline. The purpose of the recommended action is to establish a project and budget for evaluation of methods for rehabilitation, costs, and funding sources and preparation of design and construction documents.

DISCUSSION:

Nor-Cal Pipeline Services, under a subcontract with Akel Engineering Group, is performing CCTV, or video inspection, of approximately 50 percent of the City's sewer mains as part of the Sewer Condition Assessment. The focus of this first phase of the CCTV inspection is the higher risk pipelines. They are identified as those pipelines carrying large flows, located in arterial/collector streets, servicing critical areas of the city, or have questionable age or material characteristics. The Avenue 13 sewer interceptor was the final segment scheduled for video in the Phase 1 portion of the Sewer Condition Assessment.

In June, Nor-Cal encountered problems trying to CCTV the sewer interceptor in Avenue 13 in the vicinity of Granada Drive (refer to Attachment 2). Akel Engineering contacted Engineering staff with news that the video footage provided indicates significant corrosion of the concrete pipeline in the segment captured consistent with what was seen at the Wastewater Treatment Plant and Schnoor Avenue due to the high concentrations of hydrogen sulfide gases.

The problematic pipe is a 42-inch and 48-inch interceptor in Avenue 13 from Granada Drive to the Wastewater Water Treatment Plant, approximately 3 miles. Nor-Cal Pipeline Services is continuing to complete video inspection and identifying areas that need repair. Video inspections completed to date indicate the corrosion condition may be less severe further downstream along Avenue 13 leading to the WWTP. Although less severe, the evaluation from Stantec will provide more details and recommendation once the video inspection along the segment is completed.

Stantec, a subconsultant to Akel Engineering, has provided technical consultation on the issue and, at the moment does not believe the rehabilitation needs to occur immediately. However, it has been advised to consider rehabilitating or complete replacement of the corroded pipeline within a 2-year timeframe due to the extent of the degradation.

Stantec has provided preliminary options outlined below to consider in mitigating the problem. Potential options include:

- *Slip Lining* – Consists of the installation of a new smaller pipe inside the existing host pipe.
 - Pros – potentially lower cost than conventional remove and replace, less pavement removal, longer life expectancy, provides structural support, and does not involve removal of the existing pipe.
 - Cons – Longer construction period and reduced inner pipe diameter.
- *Cure in Place Pipe (CIPP)* – Consists of installation of a layer of liner on the inner walls of the existing pipe.
 - Pros – potentially lower cost than conventional remove and replace, almost no pavement removal required, provides structural support, minimal inner diameter reduction, faster construction period compared to slip lining and pipe busting, and does not involve removal of the existing pipe.
 - Cons - Shorter life expectancy and provides less structural support than slip lining and pipe bursting method.
- *Pipe Bursting* – Consists of inserting same or larger pipe inside an already existing pipeline.
 - Pros – larger size pipe can be installed, a brand new pipe is installed therefore obtaining a full lifespan of a new pipe, and does not involve removal of the existing pipe
 - Cons – requires more pavement removal, longer construction time, and higher cost than slip lining and CIPP.

- *Remove and Replace* – Consists of trench excavation by removing and replacing the pipeline.
 - Pros – Longer life expectancy and the ability to increase the size of the pipe. Shorter, more manageable sewer bypass operations.
 - Cons – Potentially most expensive option, requires removal of the existing pipe, longer construction period, and requires removal and replacement of existing asphalt concrete.
- *Parallel Pipeline* – Consists of constructing a new pipeline adjacent to the existing pipe. The existing pipeline can be rehabilitated for future use.
 - Pros- Provides flow relief to the existing pipe, can be used as bypass if repairs are needed along the older existing line. Consistent with City’s Sewer Master Plan indicating a future parallel line. Minimal sewer bypass required.
 - Cons – Potentially higher cost than slip lining, CIPP, and pipe bursting, existing degraded pipe will need to be rehabilitated in the future.

Until the extent of repair/replacement is known from the video inspection, the project’s costs are unknown. The costs may range from \$1,000,000 for spot repair only to \$12,000,000 for repair/replacement of the entire length.

The current user rates anticipated costs associated with depreciation of sewer infrastructure; however, the repairs at the WWTP impacted the sewer reserves and the potential degree of degradation of the Avenue 13 interceptor may exceed projected revenues for capital projects. Staff has begun to explore financing options for the construction of the improvements through grants or loans or combination thereof. Presently, the recommended preliminary engineering and project development budget of \$400,000 can be supported by the Sewer Funds.

The next steps include completion of the inspection of the interceptor pipeline from the intersection of Schnoor Avenue and Industrial Avenue downstream to the WWTP. Upon approval of the budget for preliminary engineering, staff will begin the process of obtaining a consultant to assist with determining the limits of work for the initial project, the method of repair, prepare design and construction contract documents, and continue to pursue financing options.

FINANCIAL IMPACT:

The costs for construction of the project are unknown at this time but expected to exceed several million dollars. An initial budget of \$400,000 for the project development phases is proposed to be funded from unallocated funds in the Sewer Funds.

There will be no impact to the City’s General Fund by approving this amendment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 101.6: Ensure infrastructure can sustain population growth in the development of the General Plan.

ALTERNATIVES:

Alternatives to the recommended action include directing staff to:

1. Pursue grant funds for the preliminary phases. This was not recommended due to potential high risk of failure of the pipeline and the need to have a project shelf ready.
2. Consider defunding other projects with Sewer Capital Outlay funding already programmed and transfer said funds to the Avenue 13 Sewer Project. Defunding existing Sewer projects may represent a greater degradation and higher cost of repairs in the future.

ATTACHMENTS:

1. Budget Amendment Resolution
 - a. Exhibit A: Budget Amendment Sheet
2. Location Map

ATTACHMENT 1

Budget Amendment Resolution

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
APPROVING FUNDING AMENDMENT APPROPRIATING
\$400,000 TO THE CITY OF MADERA FISCAL YEAR (FY) 2020/21
CAPITAL PROJECTS BUDGET FOR THE AVENUE 13 INTERCEPTOR
SEWER MAIN REHABILITATION, CITY PROJECT NO. SS-00014**

WHEREAS, a Project to rehabilitate the interceptor sewer main in Avenue 13 near Granada Drive and westerly toward the WWTP, City Project No. SS-00014, hereinafter called “the Project”, is proposed to be included in the Fiscal Year (FY) 2020/21 Budget for Capital Projects; and

WHEREAS, funding for the Project in the amount of \$400,000 is proposed for the preliminary engineering and project development phases in the FY 20/21 Capital Projects Budget; and

WHEREAS, funds are available in the unprogrammed fund balance of the Sewer Funds.

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

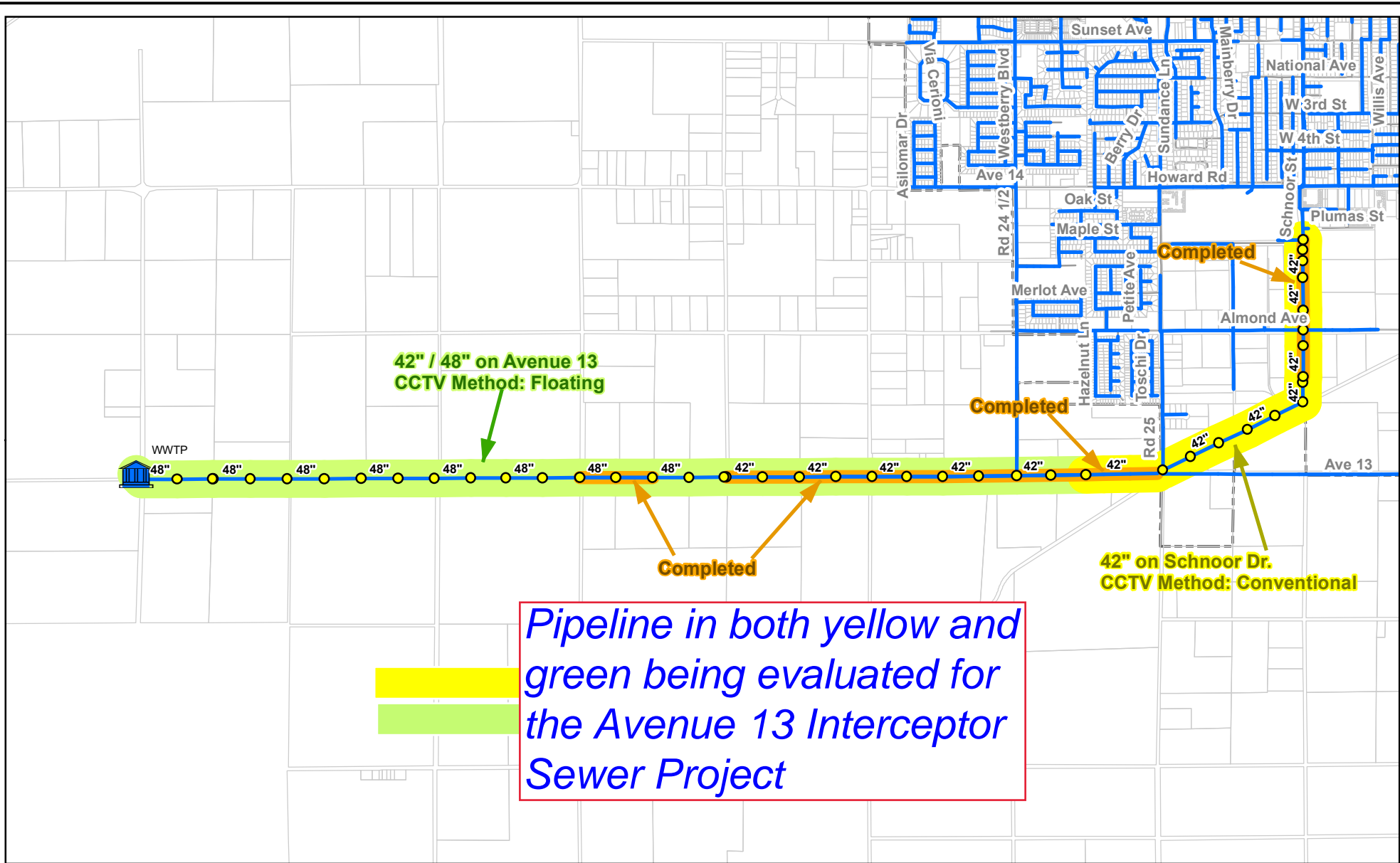
1. The above recitals are true and correct.
2. The FY 2020/21 Capital Projects Budget is hereby amended to appropriate \$400,000 to the Fiscal Year 2020/21 Capital Project budget for the Avenue 3 Interceptor Sewer Main Rehabilitation, City Project No. SS-00014 in accordance with Exhibit A, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately.

EXHIBIT A
CITY OF MADERA
Resolution 20 -

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	NEW PROJECT APPROPRIATION	
				(+)	(-)
20403420	8260		Transfer-Out CIP Sewer Capital Outlay		400,000.00
71000000	4360		Transfer-In CIP Sewer Capital Projects	400,000.00	
71000000	7050	SS-00014	Avenue 13 Trunk Sewer Rehabilitation New Project	400,000.00	
				<u>800,000.00</u>	<u>400,000.00</u>

ATTACHMENT 2

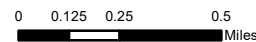
Location Map



Legend

- Cleanout
- Junction
- Manhole
- Lift Station
- WWTP
- Pipes
- CCTV Completed
- Parcels
- Roads
- City Limits

PRELIMINARY



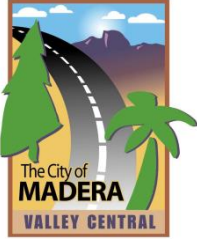
Updated: August 3, 2020

File Path: P:\xGIS\GIS_Projects\Madera\Sewer161019-ConditionAssessmentMA_Sewer_Priority_SewerLines_080320.mxd

**Figure 1
CCTV August 2020**

Sewer System Condition Assessment
and Asset Management Plan
City of Madera





REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Parks & Community
Services Director

Arnoldo Rodriguez, City Manager

Council Meeting of: August 19, 2020

Agenda Number: D-2

SUBJECT:

Dedication of the Playground at Centennial Park in Honor of Thaddeus Sran

RECOMMENDATION:

Adopt Resolution dedicating the playground at Centennial Park in honor of Thaddeus Sran.

SUMMARY:

Last month, two-year-old Thaddeus Sran disappeared from his home. Under coordination and investigatory efforts led by the Madera Police Department, community members, local businesses, and City Parks and Public Works staff, aided by US Marshals, Madera County Sherriff's Office, City of Chowchilla Police Department, and the Federal Bureau of Investigation, worked together to find Thaddeus. Sadly, his remains were discovered near an orchard just outside of the City. Numerous individuals and community groups have expressed a strong desire to memorialize the memory of Thaddeus. Community groups and elected officials have suggested that the playground at Centennial Park be dedicated in his honor.

DISCUSSION:

On July 15, 2020, the parents of Thaddeus Sran reported his disappearance to the Madera Police Department. A countywide search began immediately with task forces from various agencies assisting. In addition, several groups comprised of community members, local businesses, and City staff participated in the search efforts. Unfortunately, the Madera community was shocked when on July 23rd his remains were discovered.

The Madera community has a long history of coming together in times of need and continued this tradition during this difficult and emotional period. During the search, both the business community and individuals volunteered their time and resources to aid in the efforts to locate

young Thaddeus. These contributions and support continue to this day. In addition, various memorials and murals dedicated to Thaddeus have been created around the City; vigils at these locations are common.

City staff have been approached by many individuals and community groups who have expressed interest in providing resources to honor Thaddeus' memory. Two particular groups, Warriors of Faith and Justice for Thaddeus, have suggested dedicating the playground at Centennial Park in memory of Thaddeus. These groups have committed to raising funds utilizing a motorcycle rally and community outreach to provide financial resources to properly dedicate the playground with a memorial plaque. Further, the groups have committed any excess proceeds beyond the cost of the memorial plaque for donation to Valley Children's Hospital in memory of Thaddeus.

The dedication of the playground at Centennial Park in Thaddeus' memory is particularly fitting because the playground itself was designed to be used by children with a wide range of physical abilities. Thaddeus had special needs; he was nonverbal and did not yet walk, among other challenges caused by his pre-term birth. The Centennial Park Playground was built specifically for children like Thaddeus. The goal of the playground was to create an environment where children of any ability and their families could enjoy the health, social, educational, and enhanced self-esteem benefits of outdoor physical play.

Elements of the playground include play areas specifically designed for children with disabilities, such as seating areas around, under, and on play structures that offer a place to socialize, rest, and observe. Play elements were designed to develop fine and gross motor skills by including activities that allow for varied motion and operating force. Textures, colors, and sounds were incorporated to stimulate senses, as were the spinning, rocking, and swinging motions of the play toys. All these amenities and their associated recreational opportunities make this site a perfect fit for this dedication in honor of Thaddeus.

FINANCIAL IMPACT:

There will be a small amount of staff time associated with the installation of the memorial plaque and support during the dedication. Aside from these costs, the proposed action will have nominal to no financial impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While the recommended action does not specifically align with any Vision strategy, the support of community involvement and partnership in extraordinary circumstances, such as this, is generally consistent with the City's goals and objectives.

ALTERNATIVE:

1. Council may request staff bring additional information to a subsequent meeting.

ATTACHMENT:

1. Resolution – Dedicating Playground

RESOLUTION NO. 20 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
DEDICATING THE PLAYGROUND AT CENTENNIAL PARK IN HONOR OF
THADDEUS SRAN**

WHEREAS, during July 2020, the Madera community experienced the tragic disappearance and death of a young community member, Thaddeus Sran; and

WHEREAS, Thaddeus Sran was a two-year old child with special needs; and

WHEREAS, under the guidance and direction of the Madera Police Department, community members, local businesses, and City staff, aided by US Marshals, Madera County Sherriff's Office, City of Chowchilla Police Department, and the Federal Bureau of Investigation, assisted with the search for Thaddeus for numerous days; and

WHEREAS, on July 23, 2020, young Thaddeus' was found to be deceased, the victim of a homicide; and

WHEREAS, there has been an outpouring from individuals and community groups expressing a strong desire to memorialize Thaddeus' memory; and

WHEREAS, the City of Madera owns and operates Centennial Park at 701 East 5th Street; and

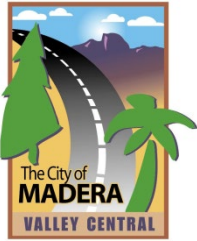
WHEREAS, the Centennial Park Playground was designed as an inclusive playground with features catering to children with varying abilities and mobility needs; and

WHEREAS, the unique and tragic circumstances surrounding the death of Thaddeus Sran represent the need to go beyond current Resolution No. 0008 regarding naming of City parks and facilities; and

WHEREAS, the City of Madera wishes to dedicate the playground at Centennial Park in honor of Thaddeus Sran.

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 City Council approves the dedication of the playground at Centennial Park in honor of Thaddeus Sran.
3. The Director of Parks and Community Services is directed to work with interested community members and groups, including Warriors of Faith and Justice for Thaddeus, to design and install an appropriate plaque commemorating the dedication of the playground in honor of Thaddeus.
4. This Resolution is effective immediately upon adoption.



**CITY OF MADERA
INTEROFFICE MEMORANDUM**

DATE: August 14, 2020

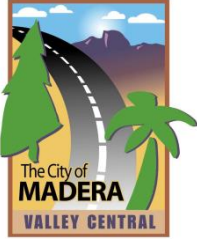
TO: Honorable Mayor and City Council Members

FROM: Ivette Iraheta, Grants Administrator

SUBJECT: August 19, 2020 City Council Meeting
Late Distribution of Report for Item D-3

I have requested inclusion of the above listed item on the August 19, 2020 City Council agenda, as a late distribution item because City of Madera (City) staff received a purchase offer on August 14, 2020 relating to the subject unit, a day after the agenda for the August 19, 2020 City Council was posted.

It is favorable for City of Madera to act on this item immediately. A prompt response to the purchase offer reduces the possibility of losing the buyer and reduces the possibility of continuing to incur costs associated with storage and maintenance of the unit.



REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: August 19, 2020

Agenda Number: D-3

SUBJECT:

Sale of a Manufactured Unit located at 1218 E. Cleveland Avenue, Space #4

RECOMMENDATION:

Approve a minute order accepting a purchase offer in the amount of \$32,000 for a manufactured unit currently located at 1218 E. Cleveland Avenue, Space #4, and authorize staff to execute necessary documents to transfer title.

SUMMARY:

In December of 2015, Mr. and Mrs. Minjares obtained a CalHOME Manufactured Owner-Occupied Rehabilitation loan from the City to purchase a manufactured unit, which would be located at 1218 E. Cleveland Avenue, Space 4. The CalHOME loan was in the amount of \$53,245, allowing them to purchase the unit, without having to make loan payments for up to 30 years, if they continuously resided in the unit. Failure to utilize the manufactured home as their primary residence in 2019 rendered them in default of the terms of the loan, requiring City to obtain possession of the unit on March 10, 2020. City staff listed it for sale and has received an offer in the amount of \$32,000. City staff recommends that this offer be accepted and will then move forward with disposal of the asset.

DISCUSSION:

On May 13, 2019 the City was notified that Mr. and Mrs. Minjares were in default with the Meadows Home Community (The Meadows) due to failure to pay their space rent, located at 1218 E. Cleveland Avenue, Space #4, since October 2018. The Meadows intended to sell the manufactured unit, which was located on that space, as a means of recovering their lost rental income through an auction. City staff intervened to delay the auction and to obtain direction from Council on what to do with this matter. Staff was directed to list the manufactured unit for sale.

Staff listed the manufactured unit for sale in the amount of \$35,000. After several weeks on the market, on May 27, 2020, the City received a cash offer in the amount of \$25,000. Miracle Realty provided staff with comparable sales and this amount has been determined to be reasonable and fair market value. Council approved a minute order to accept the offer during its July 1, 2020 meeting; however, the offer did not move forward since the buyers backed down from the offer a few days after Council's action.

The unit went back on the market and on August 14, 2020 Miracle Realty advised City staff that there was a new offer in the amount of \$32,000. Staff recommends that this offer be accepted at the proposed amount. City would receive proceeds in this amount, minus any negligible deductions, as negotiated for damages/repairs that may be identified during an appraisal or any nominal fees that City staff deem necessary to close escrow. Should this offer fall through, staff requests that Council approve acceptance of any future comparable offer.

Selling the unit will alleviate the City from having to continue to pay rent for the space at The Meadows, recover administrative expenses, and deposit any remaining funds back into the CalHOME program income.

FINANCIAL IMPACT:

The sale of the manufactured home will not impact the General Fund. City will receive up to \$32,000, which will help cover expenses incurred for gaining possession of the unit and staff will deposit remaining funds into the CalHOME program income account.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- Strategy 101.10 Ensure adequate supply of affordable housing by promoting programs to assist in home ownership
- Strategy 407 Elder Independence: Promote and Expand existing services to allow Madera's elders to maintain independent lifestyles.
- Strategy 135 Affordable, Accessible Housing: Ensure adequate supply of affordable, accessible and barrier-free housing citywide.

ALTERNATIVES:

Alternatives available for Council to consider are as follows:

1. Reject the offer. This alternative has the potential to create more fees in rental space and administrative costs.
2. Refer the item back to staff, to solicit more offers.

ATTACHMENTS:

- A. Purchase offer



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

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

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

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

BUYER'S AGENT

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

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

To the Buyer and the Seller:

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

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

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

SELLER AND BUYER RESPONSIBILITIES

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

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

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

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

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer Seller Landlord Tenant Polly Fox Date 08-13-2020
Polly Fox

Buyer Seller Landlord Tenant _____ Date _____

Agent Coldwell Banker Premier DRE Lic. # 01103054

By Carrie Haworth Real Estate Broker (Firm) DRE Lic. # 01975508 Date 08-13-2020

(Salesperson or Broker-Associate, if any) Carrie Haworth

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

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

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

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

2079.16 Reproduced on Page 1 of this AD form.

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

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): the seller, or both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): the buyer, or both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

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

2079.18 (Repealed pursuant to AB-1289)

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

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

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

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

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

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

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AD REVISED 12/18 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



CALIFORNIA
ASSOCIATION
OF REALTORS®

**POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER
OR SELLER - DISCLOSURE AND CONSENT**

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Date _____
Seller _____ Date _____

Buyer Polly Fox **Polly Fox** Date 08-13-2020
Buyer _____ Date _____

Buyer's Brokerage Firm Coldwell Banker Premier DRE Lic # 01103054 Date 08/13/2020
By Carrie Haworth DRE Lic # 01975508 Date 08-13-2020

Carrie Haworth

Seller's Brokerage Firm Miracle Realty DRE Lic # 01952657 Date _____
By Brandy Delgadillo DRE Lic # 01969103 Date _____

Brandy Delgadillo

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525 South Virgil Avenue, Los Angeles, California 90020



PRBS REVISED 12/18 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/17)

Property Address: 1218 E Cleveland Avenue #4, Madera, CA 93638 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant Polly Fox Polly Fox Date 08-13-2020
Buyer/Tenant Date
Seller/Landlord Date
Seller/Landlord Date

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WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form MHPA, Revised 12/18)

Date Prepared: August 13, 2020

1. OFFER:

- A. THIS IS AN OFFER FROM Polly Fox ("Buyer").
B. THE MANUFACTURED HOME to be acquired is described in 1E and F below ("Property").
C. THE PURCHASE PRICE offered is Thirty-Two Thousand, Five Hundred Dollars \$32,500.00

- D. CLOSE OF ESCROW shall occur on 20 Days or Less (date) (or Days After Acceptance).
E. TYPE OF MANUFACTURED HOME: (Check the box below that applies: paragraphs (1)(a), (1)(b) or (2). Check ONLY one.)

(1) PERSONAL PROPERTY MANUFACTURED HOME:

- (a) [X] A Manufactured Home On Leased Or Rented Land (complete paragraph F).

Space Number 4 Park Name The Meadows
Park Address (City) (County), California (Zip Code)

- OR (b) [] A Manufactured Home To Be Sold With Real Property (complete paragraph F). Real Property situated in (City) (County), California (Zip Code) Assessor's Parcel No.

PURCHASE PRICE ALLOCATED AS FOLLOWS: Manufactured Home \$ Land \$

- OR (2) [] A REAL PROPERTY MANUFACTURED HOME (complete applicable parts of paragraph F) situated in (City) (County), California (Zip Code) Assessor's Parcel No.

A real property manufactured home is one that meets the following requirements: (i) a building permit is obtained from local authorities pursuant to Health and Safety Code §18551; (ii) the manufactured home is affixed to a foundation pursuant to Health and Safety Code §18551; (iii) a certificate of occupancy is issued by local authorities; and (iv) there is a record with the local authorities of a form pursuant to Health and Safety Code §18551.

F. ADDITIONAL DESCRIPTION:

Manufacturer's Name Model Date Of Manufacture
Date Of First Sale

Property is: [] On Local Property Tax Roll, or [] Annual Registration and in Lieu Tax, (sale/use tax may apply). Property shall be registered with the Department of Housing and Community Development ("HCD"), which must be notified upon sale, unless (i) Property has been converted to real property and title and registration surrendered to HCD or (ii) otherwise specified in writing.

Approximate Width Approximate Length (Without Hitch) Expando Size

HCD/HUD License/Decal Number:

SERIAL NUMBERS: 1. 2. 3.

HCD/HUD Label/Insignia: 1. 2. 3.

- G. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a [X] "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

- B. CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm Miracle Realty License Number 01952657

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

Seller's Agent Brandy Delgadillo License Number 01969103

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

Buyer's Brokerage Firm Coldwell Banker Premier License Number 01103054

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

Buyer's Agent Carrie Haworth License Number 01975508

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

- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a [X] "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

- 3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 1,000.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, [] cashier's check, [] personal check, [X] other Buyer's Choice within 3 business days after Acceptance (or);

- OR (2) [] Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to

. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or).

Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

Buyer's Initials (PT) () ()
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Seller's Initials () ()

MHPA REVISED 12/18 (PAGE 1 OF 11)



MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 1 OF 11)

C. **All CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. **LOAN(S):**

(1) **FIRST LOAN:** in the amount of _____ \$ _____
This loan will be conventional financing OR FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other _____. This loan shall be at a fixed rate not to exceed _____% or, an adjustable rate loan with initial rate not to exceed _____%. Regardless of the type of loan, Buyer shall pay points not to exceed _____% of the loan amount.

(2) **SECOND LOAN** in the amount of _____ \$ _____
This loan will be conventional financing OR Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other _____. This loan shall be at a fixed rate not to exceed _____% or, an adjustable rate loan with initial rate not to exceed _____%. Regardless of the type of loan, Buyer shall pay points not to exceed _____% of the loan amount.

(3) **FHA/VA:** For any FHA or VA loan specified in 3D(1), Buyer has 17 (or ___) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

E. **ADDITIONAL FINANCING TERMS:** _____

F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of _____ \$ 31,500.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. **PURCHASE PRICE (TOTAL):** _____ \$ 32,500.00

H. **ADDITIONAL SELLER FINANCING TERMS:** The following terms apply ONLY to financing of a personal property manufactured home extended by Seller under this Agreement. Buyer's security agreement and other appropriate documents shall incorporate and implement the following additional terms: (i) a clause requiring Buyer to comply with the terms of any rental/lease agreement entered into between Buyer and Park Owner/Landlord/Homeowners' Association ("HOA") and to deliver to Seller a Copy of any modifications to the rental/lease agreement within 30 days of Buyer's receipt; (ii) a clause requiring Buyer to provide Seller a written 30-day notice prior to relocating the Property; and (iii) a clause prohibiting Buyer from installing the manufactured home on a permanent foundation system or otherwise affixing the manufactured home to land in any way that could alter its legal character as personal property, without Seller's prior written consent.

I. **ASSUMPTION:** IF THIS IS AN ASSUMPTION OF A VA OR CAL VET LOAN, THE SALE IS CONTINGENT UPON SELLER RECEIVING A RELEASE OF LIABILITY AND SUBSTITUTION OF ELIGIBILITY, UNLESS OTHERWISE AGREED IN WRITING.

J. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3L(1)) shall, within 3 (or ___) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)

K. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 16B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ___) Days After Acceptance.

L. **LOAN TERMS:**

(1) **LOAN APPLICATIONS:** Within 3 (or ___) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)

(2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) **LOAN CONTINGENCY REMOVAL:**
Within 21 (or ___) Days After Acceptance, Buyer shall, as specified in paragraph 16, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

M. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

Buyer's Initials PT _____

Seller's Initials _____



CAUTION: Obligations secured by mixed collateral (i.e., both personal and real property) are subject to complex rules and court decisions under the California Civil Code, Commercial Code and Code of Civil Procedure. Buyer and Seller are strongly cautioned to consult legal counsel in connection with the securing and enforcement of any such obligations.

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

- A. ADDENDA: Addendum # (C.A.R. Form ADM)
 Back Up Offer Addendum (C.A.R. Form BUO) Court Confirmation Addendum (C.A.R. Form CCA)
 Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
 Short Sale Addendum (C.A.R. Form SSA) Other
- B. BUYER AND SELLER ADVISORIES: Buyer's Inspection Advisory (C.A.R. Form BIA)
 Probate Advisory (C.A.R. Form PA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 Trust Advisory (C.A.R. Form TA) REO Advisory (C.A.R. Form REO)
 Short Sale Information and Advisory (C.A.R. Form SSIA) Other

6. OTHER TERMS:

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

- (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by **Seller's Choice**
- (2) Buyer Seller shall pay for the following Report _____ prepared by _____
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
- (2) (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
(ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
(iii) Buyer shall be provided, within the time specified in paragraph 15A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee 50/50
(b) Escrow Holder shall be **Seller's Choice**
(c) The Parties shall, within 5 (or ___) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 15E
(b) Owner's title policy to be issued by **Seller's Choice**
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)
- (3) Buyer Seller shall pay HCD fees for providing registration and title documents.

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee **If applicable**
- (2) Buyer Seller shall pay City transfer tax or fee **If applicable**
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) Buyer Seller shall pay HOA fees for preparing documents other than those required by Civil Code §4525
- (6) Buyer to pay for any HOA certification fee.
- (7) Buyer Seller shall pay for any private transfer fee
- (8) Buyer Seller shall pay for
- (9) Buyer Seller shall pay for
- (10) Buyer Seller shall pay for the cost, not to exceed \$ _____, of a standard (or upgraded) one-year home warranty plan, issued by _____, with the following optional coverages: Air Conditioner Pool/Spa Other: _____
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR Buyer waives the purchase of a home warranty policy. Nothing in this paragraph precludes Buyer's purchasing a home warranty policy during the term of the Agreement.

Buyer's Initials (PJ) ()

Seller's Initials () ()

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(11) Buyer Seller shall pay the cost of upgrades required by Park/Landlord/HOA as a condition of Buyer's tenancy or occupancy _____.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: all stove(s), except _____; all refrigerator(s) except _____; all washer(s) and dryer(s), except _____;
- (3) The following additional items: _____;
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (are NOT) included in the sale.
- (5) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 16A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 16B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(4) _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____.

_____ Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or will be removed and holes or other damage shall be repaired, but not painted).

9. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (_____ AM/ PM) on the date of Close Of Escrow; (ii) no later than _____ calendar days after Close Of Escrow; or (iii) at _____ AM/ PM on _____.
- C. Seller Remaining in Possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. Tenant-occupied property: Property shall be vacant at least 5 (or _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR Tenant to remain in possession (C.A.R. Form TIP).

- E. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

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

- A. (1) Seller shall, within the time specified in paragraph 16A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Manufactured Home Transfer Disclosure Statement ("MHTDS") if required under section 1102.6d of the Civil Code for personal property manufactured homes, Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD) and if the Property is or includes real property, a Real Estate Transfer Disclosure Statement ("TDS").
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.

Buyer's Initials (PJ) ()

Seller's Initials () ()

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MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 4 OF 11)



Property Address: **1218 E Cleveland Avenue #4, Madera, CA 93638**Date: **August 13, 2020**(3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.

(4) Within the time specified in paragraph 16A, (i) Seller, unless exempt from the obligation to provide a MHTDS, shall, within the time specified in paragraph 16A, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a MHTDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).

(5) Buyer shall, within the time specified in paragraph 16B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.

(6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**(7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days After Delivery** in person, or **5 Days After Delivery** by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transaction Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.**B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 16A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.**C. WITHHOLDING TAXES:** Within the time specified in paragraph 16A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).**D. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)**E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.**F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**(1) **SELLER HAS:** 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or _____) Days After Acceptance to request from the HOA (C.A.R. Form HOA1) and, if specified in paragraph 7, deposit funds into escrow to pay for: (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 16B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE: Within the time specified in paragraph 16, Seller shall Deliver to Buyer, in writing, the following disclosure documentation and information:**A. REAL PROPERTY MANUFACTURED HOME:** Manufactured homes, even when converted to real property, must comply with HCD permit and approval requirements for alterations and/or repairs. If known to Seller, Seller shall disclose any alterations or repairs done without HCD permits or approvals.**B. ADDITIONAL REAL PROPERTY DISCLOSURES:** If the Property is or includes real property, Seller shall disclose to Buyer the existence of any of the following items of which Seller has actual knowledge: (i) whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295); (ii) whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6); (iii) the presence of endangered, threatened, "candidate" species or wetlands on the Property; (iv) any features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property; and (v) any abandoned mining operations on the Property.**C. SMOKE DETECTOR:** Available manufacturer's information describing the operation, method and frequency of testing, and proper maintenance for any smoke alarm.**12. RESIDENCY APPLICATION; PARK RULES:** (i) If the Property is located on leased or rented land, obtaining residency approval is a contingency of this Agreement. Buyer shall, within 5 (or _____) Days After Acceptance, submit a completed residency application, and any other required information, to Park/Landlord/HOA. Buyer acknowledges that Seller is not assigning or subletting the space the manufactured home occupies in its present location. (ii) Within the time specified in paragraph 16A, Seller shall deliver to Buyer a Copy of the Park rules and regulations. Within the time specified in paragraph 16B, Buyer shall Deliver to Seller Buyer's written approval of Park rules and regulations.**13. CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

Buyer's Initials (P) () ()

Seller's Initials () ()

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MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 5 OF 11)

Property Address: **1218 E Cleveland Avenue #4, Madera, CA 93638**

Date: **August 13, 2020**

CAUTION: Sellers not using a licensed real estate agent or licensed manufactured home dealer are prohibited from selling a personal property manufactured home "AS IS" unless the manufactured home meets, as applicable, the requirements of HCD or the National Manufactured Housing Construction and Safety Standards Act of 1974.

- A. Seller shall, within the time specified in paragraph 16A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 16B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 16B. Within the time specified in paragraph 16B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 16B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

15. TITLE AND VESTING:

- A. Within the time specified in paragraph 16, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 16B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 16A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
- F. If the manufactured home is personal property, title is to be free of liens and encumbrances, recorded, filed, registered or known to Seller, unless otherwise agreed in writing. Evidence of title shall be by delivery of: (i) a duly endorsed and dated Certificate of Ownership; and (ii) a current Registration Certificate, as required by Law. If Seller is unable to deliver title as herein provided, Buyer may cancel this Agreement, and Buyer's deposit shall be returned to Buyer. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**

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

Buyer's Initials PF () ()
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Seller's Initials () ()



MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 6 OF 11)

Property Address: **1218 E Cleveland Avenue #4, Madera, CA 93638**Date: **August 13, 2020**

- A. SELLER HAS: 7 (or ___) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5A, 6, 7, 8B(5), 10A, B, C, and F, 13A, and 15A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.**
- B. (1) BUYER HAS: 17 (or 10) Days After Acceptance, unless otherwise agreed in writing, to:**
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(4) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 16B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 16B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 16A, then Buyer has **5 (or ___) Days After Delivery** of any such items, or the time specified in paragraph 16B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 16B(1) and before Seller cancels, if at all, pursuant to paragraph 16C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 16C(1).
- C. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3L(1); (iv) Deliver verification as required by paragraph 3C or 3J or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3J; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 23B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 21. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- D. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or ___) Days After Delivery** (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 16.
- E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- F. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or ___) Days After Delivery** to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
- G. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**
- 17. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 18. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or ___) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13;

Buyer's Initials PJ () ()

Seller's Initials () ()

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**MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 7 OF 11)**

Property Address: **1218 E Cleveland Avenue #4, Madera, CA 93638**

Date: **August 13, 2020**

(ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

19. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.

20. BROKERS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

21. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 34 or 35 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which the party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 15, 16G, 19, 20A, 21, 22, 28, 32, 33, 35 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 20A, or paragraph D of the section titled Real Estate Brokers on page 11 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ___) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 20A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 20A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

Buyer's Initials PJ () ()

Seller's Initials () ()



MHPA REVISED 12/18 (PAGE 8 OF 11)

MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 8 OF 11)

Property Address: **1218 E Cleveland Avenue #4, Madera, CA 93638**

Date: **August 13, 2020**

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

23. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 16G, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials PF / _____ Seller's Initials _____ / _____

24. DISPUTE RESOLUTION:

A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 24C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 24C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

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

Buyer's Initials _____ / _____ Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

(2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

(3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

25. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

26. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

Buyer's Initials PF () ()
MHPA REVISED 12/18 (PAGE 9 OF 11)

Seller's Initials () ()



MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 9 OF 11)

Property Address: 1218 E Cleveland Avenue #4, Madera, CA 93638

Date: August 13, 2020

- 27. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 24A.
- 28. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R Form AOAA).
- 29. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 30. **PROPERTY DAMAGE OR DESTRUCTION:** In the event of destruction or damage to a material part of the Property through no fault of Buyer before Buyer receives either title or possession, Seller cannot enforce this Agreement and Buyer is entitled to receive any portion of the purchase price Buyer has paid. In the event of destruction or damage to a material part of the Property through no fault of Seller after Buyer receives either title or possession, Buyer is not relieved of the obligation to purchase under this Agreement, and Buyer is not entitled to recover any portion of the purchase price Buyer has paid.
- 31. **TERMS AND CONDITIONS OF OFFER:**
This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 32. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 33. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" or "COE" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 34. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____ AM/ PM, on _____ (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date 08-13-2020 BUYER *Polly Fox*

(Print name) Polly Fox

Date _____ BUYER _____

(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).



Property Address: **1218 E Cleveland Avenue #4, Madera, CA 93638** Date: **August 13, 2020**

35. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: _____

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date _____ SELLER _____

(Print name) _____

Date _____ SELLER _____

(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
(Initials) AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm **Coldwell Banker Premier** DRE Lic. # **01103054**
 By Carrie Haworth **Carrie Haworth** DRE Lic. # **01975508** Date 08-13-2020
 By _____ DRE Lic. # _____ Date _____
 Address **685 W Alluvial Ave Ste 103** City **Fresno** State **CA** Zip **93711-5779**
 Telephone **(559)514-4920** Fax _____ E-mail **carriehaworthrealtor@gmail.com**
 Seller's Brokerage Firm **Miracle Realty** DRE Lic. # **01952657**
 By Brandy Delgadillo **Brandy Delgadillo** DRE Lic. # **01969103** Date _____
 By _____ DRE Lic. # _____ Date _____
 Address **17073 Road 26** City **Madera** State **CA** Zip **93638**
 Telephone **(559)674-0091** Fax **(559)674-1403** E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Business Oversight, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

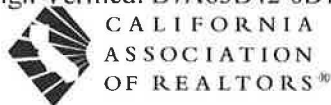
REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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525 South Virgil Avenue, Los Angeles, California 90020

Buyer's Acknowledge that page 11 is part of this Agreement (_____) (_____)





BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address **1218 E Cleveland Avenue #4, Madera, CA 93638**

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer Polly Fox Buyer _____
 Polly Fox

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BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant Polly Fox Date 08-13-2020
Buyer/Seller/Landlord/Tenant Date

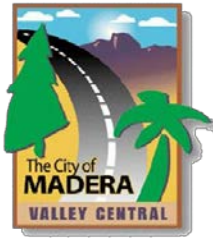
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Madera City Council Agenda 8/19/20
Agenda Item E-1

Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnolando Rodriguez)

There is no written report for this item.