REGULAR MEETING OF THE MADERA CITY COUNCIL, SPECIAL MEETING OF MADERA PUBLIC FINANCING AUTHORITY BOARD, AND SPECIAL MEETING OF MADERA CITY COUNCIL AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

205 W. 4th Street, Madera, California 93637

AMENDED

NOTICE AND AGENDA

Wednesday, July 21, 2021 **Council Chambers**
6:00 p.m. **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 at www.madera.gov/live. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 968 0247 3470 # 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 Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Vacant, District 5

INVOCATION:

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:

1. **Joseph Hebert, Grants Program Manager** (Introduction by Ivette Iraheta)

A. WORKSHOP:

A-1 Federal American Rescue Plan Act (ARPA) of 2021

Recommendation: Consider Workshop Presentation and Provide Direction to Staff (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 – 03/03/21

Recommendation: Approve the City Council Minutes of March 3, 2021

B-2 Informational Report on Register of Audited Demands for June 26, 2021 to July 9, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Agreement for Continued Participation in the Central Valley Employment Relations Consortium (CVERC)

Recommendation: Adopt a Minute Order Approving the Agreement for Special Services with Liebert Cassidy Whitmore in the amount of $2,548 and authorize the City Manager to execute the Agreement (Report by Wendy Silva)

B-5 Consideration of a Request by Maria I. Garcia de Molina for Connection to the City's Water System

Recommendation: Adopt a Resolution Approving an Agreement for Outside City Water Service for Property located at 13633 Road 28, Approving Covenant to Annex, and Directing Staff to Record the Agreement and Covenant (Report by Keith Helmuth)

B-6 Edward Byrne Memorial Justice Assistance Grant Program Fiscal Year 2021/2022 Local Solicitation

Recommendation: Adopt a Resolution Authorizing Submission of an Application to the Edward Byrne Memorial Justice Assistance Grant (JAG) Programming in the Amount of $27,829 (Report by Ivette Iraheta)

B-7 Appropriations Limit (Gann Limit) for Fiscal Year 2021/2022

Recommendation: Adopt a Resolution Establishing an Appropriations Limit for Fiscal Year 2021/2022 in the amount of $49,444,246 (Report by Roger Sanchez)

B-8 Consideration of California Conservation Corps (CCC) Sponsor Agreement

Recommendation: Adopt a Resolution Approving a Sponsor Agreement with California Conservation Corps (CCC) for Performance of Work Projects (Report by Daniel Foss)

B-9 Agreement with Hawkins, Delafield & Wood for the Preparation of Bond Debt Arbitrage Analysis Reports for the City, Madera Public Financing Authority, and Madera Successor Agency for Five Bonds

Recommendation: Adopt a Joint Resolution Approving an Agreement with Hawkins, Delafield & Wood to Prepare the Arbitrage Analysis Rebate Reports for the Fiscal Years 2021/22 through 2023/24 for the City of Madera, Madera Public Financing Authority, and the Successor Agency (Report by Roger Sanchez)

B-10 Agreement with Thales Consulting, Inc. to Prepare and File the City Financial Transaction Report, the Financing Authority Special District Report, and the Annual Transit Report

Recommendation: Adopt a Joint Resolution Approving a Special Services Agreement between the City of Madera, Madera Public Financing Authority, and Successor Agency and Thales Consulting, Inc. for Three Fiscal Years Totaling $13,500 (Report by Roger Sanchez)

C. PUBLIC HEARINGS:

C-1 Public Hearing to Approve the Community Development Block Grant (CDBG) 2021/2022 Action Plan Final Funding Allocations, including Reprogrammed Funds ($1,312,192) and Approve Subrecipient Agreements

Recommendation: Conduct a Public Hearing to Receive Final Public Input on the 2021/2022 Action Plan, and Adopt the Following Resolutions:

1) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($5,000) with Big Brothers Big Sisters of Central California; and
2) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($5,000) with Doors of Hope Pregnancy Care Center; and
3) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($5,000) with Madera Coalition for Community Justice; and
4) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($17,856) with Madera Rescue Mission; and

5) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($36,500) with O.L.I.V.E. Charitable Organization; and

6) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($5,000) with Pequenos Empresarios; and

7) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($35,500) with Madera Coalition for Community Justice; and

8) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($32,500) with City of Madera, Parks & Community Services; and

9) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($20,000) with Community Action Partnership of Madera County, Inc.; and

10) Adopt a Resolution Approving a Regulatory Agreement and Declaration of Restrictive Covenants ($60,000) with James Mekalian DBA La Madera Accessible Living Studios; and

11) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($345,027) with Community Action Partnership of Madera County, Inc.; and

12) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($75,000) with Habitat for Humanity Greater Fresno Area; and

13) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($500,000) with City of Madera Public Works Department

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

D-1 Confirm Diagram and Assessments for Citywide Landscape and Lighting Assessment District Zones of Benefit for Annual Levy for Fiscal Year 2021/2022

Recommendation:

1) Conduct the Public Hearing and Receive Any Public Comments

2) If there are unresolved public comments in any zone that require changes to the Engineer's Report, address the public comments at the meeting prior to approving a resolution adopting the Engineer's Report as may be revised by council.

3) Adopt Resolution confirming the diagram and assessments for annual levy for Fiscal Year 2021-2022 for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24,25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 and authorizing the City Clerk to file the diagram and assessments with the Madera County Auditor (Report by Keith Helmuth)

D-2 Award of Street Project Contract: 2020-21 City St. 3R & ADA Project, State Project No. SB1-LLPL 5157 (120), City Project No. R-71

Recommendation: Adopt a Resolution Approving the Contract Award for the 2020-21 3R & ADA Project, State Project No. SB1-LLPL 5157 (120), City Project No. R-71, in the Amount of $543,891 to Avison Construction Inc. (Report by Keith Helmuth)

D-3 Memorandum of Understanding with the General Bargaining Unit (GBU), represented by the Madera Affiliated City Employees' Association

Recommendation: Adopt a Minute Order

1) Approving the MOU between the City of Madera and GBU effective July 21, 2021 through June 30, 2025;
2) Authorizing the City Manager to sign the MOU; and
3) Authorizing the Director of Financial Services to designate and classify reserves from the general fund unassigned fund balance into the assigned classification for the portion of the health insurance increase and the one-time annual employee payouts related to the four-year MOU (Report by Wendy Silva)

E. ADMINISTRATIVE REPORTS:

E-1 Retail Sales Tax Update

Recommendation: Informational Only (Report by Roger Sanchez)

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
Consideration of the Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
One Case: City of Madera v. California Public Employees' Retirement System

ADJOURNMENT: – Next regular meeting on August 4, 2021

- 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.
- A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov .
- 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.

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 July 21, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 5:50 p.m. on July 16, 2021.

Alicia Gonzales, City Clerk

RETURN TO AGENDA

July 21, 2021

Madera City Council
Meeting Agenda Item A-1

Federal American Rescue Plan Act (ARPA) of 2021
Recommendation: Consider Workshop Presentation and Provide Direction to Staff (Report by Roger Sanchez)

There is no written report for this item.

Item:	B-1
Minutes for:	03/03/2021
Adopted:	07/21/2021

Minutes of a Regular Meeting of the Madera City Council

March 3, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting was 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 was live streamed on the City's website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 965 2162 7717# followed by *9 on their phone to speak. Comments were also 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 Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, and Communication Specialist Joseph Carrello.

INVOCATION: Priest Bhai Pritam Singh, Madera Sikh Temple

PLEDGE OF ALLEGIANCE: City Engineer Keith Helmuth

APPROVAL OF AGENDA:
ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

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.

No Public Comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

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

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.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

B-1 Minutes – 12/02/20, 01/25/21s
Recommendation: Approve the City Council Minutes of Dec. 2, 2020 and Jan. 25, 2021

B-2 Informational Report on Register of Audited Demands for Feb. 6, 2021 to Feb. 19, 2021
Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Services and Litigation Expenditures
Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Report by Arnoldo Rodriguez)

B-4 Appointment to the City's Block Grant Commission
Recommendation: Adopt a Resolution Approving Councilmember Villegas recommendation to appoint Dulce Arredondo to the Block Grant Commission (BGC) (Report by Ivette Iraheta)

RES 21-37 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

B-5 Letter of Support for the Proposed $350 Billion COVID-19 Relief Package Bill for State and Local Governments
Recommendation: Approve a Minute Order Approving a Letter of Support for $350 Billion COVID Relief Package Bill for State and Local Governments (Report by Arnoldo Rodriguez)

C. PUBLIC HEARINGS: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS: None

E. ADMINISTRATIVE REPORTS:

E-1 City Contribution towards the Madera County Economic Development Commission (EDC) for Fiscal Year 2021/22 in the Amount of $181,749.80
Recommendation: The EDC recommends the City Council Adopt a Minute Order Approving the 2021/22 Basic Service Level Budget as Submitted (Report by Bobby Kahn)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM E-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

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 Gallegos thanked everyone for attending this evenings meeting, and that everyone continue to stay safe and healthy. She stated the numbers (Covid-19 new cases) are going down and she sees good things happening in the City of Madera. Hopefully, we will be able to open parks, so residents can get out and get some air. She stated the schools are looking to bring the children back into the schools, so educators are getting vaccinated, so that everyone can get back to their routines. She looks forward to seeing everyone in attendance once they start meeting in the Council Chambers.

Councilmember Rodriguez thanked staff for their work and cleaning out the Schnoor bridge. He thanked Wendy for getting the vaccine information to him. He hopes that the City and community get vaccinated, so that they can get back to normality.

Councilmember Montes stated he is glad to see that the Mayor is getting better. He asked everyone to stay safe.

Councilmember Evans thanked everyone for bearing with her in trying to get more information in regard to the EDC item. She thanked Dan Foss for his input and work at The Meadows. Councilmember Evans asked to agendize streetlights on Merced Street for the next meeting. She is also looking forward to having these meetings in the Council Chambers.

Mayor Pro Tem Villegas letter from community regarding opening the youth sports. He advised her that they were waiting for the government to say they can.

Councilmember Rodriguez thanked staff for replying to concerns from the public quickly.

Mayor Garcia acknowledged the calls of support and prayers from the community and staff during his Covid-19 illness. He advocated the importance of taking the vaccine, wearing masks and social distancing.

G. CLOSED SESSION:

G-1 Conference with Labor Negotiators Pursuant to Government Code §554957.6
Agency Designated Representatives: Arnoldo Rodriguez and Wendy Silva
Employee Organizations: General Bargaining Unit/Madera Affiliated City Employees Association, Mid-Management Employee Group, Madera Police Officers' Association Law Enforcement Mid Management

G-2 Conference with Legal Counsel – Existing Litigation Pursuant to Government Code §54956.9(d)(1)
Josh Chavez EAMS No. ADJ12865075

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 7:19 p.m.

Council returned from closed session at 8:20 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

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

ADJOURNMENT: The meeting was adjourned at 8:21 p.m. Next regular meeting on March 17, 2021.

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

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: July 21, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for June 26, 2021 to July 9, 2021

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of June 26, 2021 to July 9, 2021 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrant	29880 – 29986	$1,309,597.43

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$769,672.33
SDI	EDD	$2,520.35
CalPERS Payment	CalPERS	$126,552.00

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2020/2021 and 2021/2022 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 2020/2021 and 2021/2022 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

July 21, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29880	06/30/2021	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMPORARY ADMIN ASSISTANT FOR ENGINEERING	$ 2,071.15
29880	06/30/2021	PLANNING	PLANNING	ACRO SERVICE CORPORATION	PLANNER EMPLOYEE FOR ENVIRONMENTAL WORK	$ 2,625.00
29881	06/30/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	$ 1,644.43
29882	06/30/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	$ 1,644.43
29883	06/30/2021	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	JUNE 2021 MONTHLY DUES	$ 580.00
29884	06/30/2021	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	$ 18,018.25
29885	06/30/2021	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	MAY 2021 TRANSIT OPERATOR SERVICES	$ 65,841.88
29885	06/30/2021	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	MAY 2021 TRANSIT OPERATOR SERVICES	$ 31,444.87
29886	06/30/2021	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	$ 174.00
29887	06/30/2021	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	$ 6.95
29887	06/30/2021	ENGINEERING	ENGINEERING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	$ 6.77
29888	06/30/2021	ENGINEERING	RSTP - FED EX	MID CAL PIPELINE & UTILITIES, INC.	R-10 PHASE 2, OLIVE AVENUE WIDENING AND RECON	$ 45,481.25
29889	06/30/2021	CITY ADMIN	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	CANNABIS CONSULTING SERVICES- 05/21	$ 1,375.00
29890	06/30/2021	FACILITIES	AIRPORT OPS	AVIATION MANAGEMENT CONSULTING GROUP	CAT II CO-PILOT PROGRAM 06/21	$ 490.00
29891	06/30/2021	STREETS	STREETS	CEN-CAL PAVING, INC	PATCH PAVING - ROADWAYS	$ 31,645.25
29891	06/30/2021	STREETS	STREETS	CEN-CAL PAVING, INC	ASPHALT PATCHING - ALLEY WAY	$ 83,700.00
29891	06/30/2021	STREETS	SEWER OPS	CEN-CAL PAVING, INC	PATCH PAVING - ROADWAYS	$ 14,151.29
29891	06/30/2021	STREETS	WATER OPS	CEN-CAL PAVING, INC	PATCH PAVING - ROADWAYS	$ 5,083.46
29892	06/30/2021	HR	HR/RISK MGT	MYWORKPLACE, INC	MYWORKPLACE.NET - SYSTEM ACCESS	$ 723.00
29893	06/30/2021	FACILITIES	MEAS - TRANS ENH	G & B MOBILE WELDING, INC.	GATE REPLACEMENT - INTERMODAL	$ 7,306.10
29894	06/30/2021	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 243.36
29894	06/30/2021	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 151.53
29894	06/30/2021	PW ADMIN	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 275.41
29894	06/30/2021	PW ADMIN	COMPUTER MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 40.42
29894	06/30/2021	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 411.07
29894	06/30/2021	PW ADMIN	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 156.01
29894	06/30/2021	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 193.13
29894	06/30/2021	PW ADMIN	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 319.53
29894	06/30/2021	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 353.25
29894	06/30/2021	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 2,606.94
29894	06/30/2021	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 859.69
29894	06/30/2021	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 408.88
29894	06/30/2021	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 1,347.00
29894	06/30/2021	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 1,831.84
29894	06/30/2021	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 1,666.70
29894	06/30/2021	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 1,111.70
29894	06/30/2021	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 272.58

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29894	06/30/2021	PW ADMIN	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 113.77
29894	06/30/2021	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 06.01.21-06.15.21	$ 6,959.33
29895	06/30/2021	HR	HR/RISK MGT	SALLY SWANSON ARCHITECTS, INC.	PROFESSIONAL SERVICES	$ 17,351.90
29896	06/30/2021	WATER OPS	WATER OPS	TOM MALLOY COPRORATION	SHORING FOR JOB ON 99	$ 565.70
29897	06/30/2021	PARKS	RECREATION	ANDREW T. STEIN	ACTIVITY KIT SUPPLIES	$ 8,820.18
29898	06/30/2021	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 1,653.00
29898	06/30/2021	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	$ 495.00
29899	06/30/2021	FINANCE	AIRPORT OPS	AT&T	05/21 SERVICE 831-000-6408 576	$ 589.42
29899	06/30/2021	FINANCE	BUILDING	AT&T	05/21 SERVICE 831-000-6408 576	$ 119.94
29899	06/30/2021	FINANCE	CITY ATTORNEY	AT&T	05/21 SERVICE 831-000-6408 576	$ 39.07
29899	06/30/2021	FINANCE	CITY CLERK	AT&T	05/21 SERVICE 831-000-6408 576	$ 32.90
29899	06/30/2021	FINANCE	CODE ENF	AT&T	05/21 SERVICE 831-000-6408 576	$ 657.28
29899	06/30/2021	FINANCE	COMM & REC	AT&T	05/21 SERVICE 831-000-6408 576	$ 1,836.12
29899	06/30/2021	FINANCE	COMPUTER MAINT	AT&T	05/21 SERVICE 831-000-6408 576	$ 124.05
29899	06/30/2021	FINANCE	ENGINEERING	AT&T	05/21 SERVICE 831-000-6408 576	$ 275.52
29899	06/30/2021	FINANCE	FINANCE	AT&T	05/21 SERVICE 831-000-6408 576	$ 93.90
29899	06/30/2021	FINANCE	FIRE	AT&T	05/21 SERVICE 831-000-6408 576	$ 1,179.53
29899	06/30/2021	FINANCE	GRANT OVERSIGHT	AT&T	05/21 SERVICE 831-000-6408 576	$ 115.14
29899	06/30/2021	FINANCE	HR/RISK MGT	AT&T	05/21 SERVICE 831-000-6408 576	$ 78.13
29899	06/30/2021	FINANCE	PLANNING	AT&T	05/21 SERVICE 831-000-6408 576	$ 100.75
29899	06/30/2021	FINANCE	UB - GARBAGE	AT&T	05/21 SERVICE 831-000-6408 576	$ 228.91
29899	06/30/2021	FINANCE	UB - SEWER	AT&T	05/21 SERVICE 831-000-6408 576	$ 228.92
29899	06/30/2021	FINANCE	UB - WATER	AT&T	05/21 SERVICE 831-000-6408 576	$ 457.83
29899	06/30/2021	FINANCE	CITY MANAGER	AT&T	05/21 SERVICE 831-000-6408 576	$ 39.07
29899	06/30/2021	FINANCE	PD OPS	AT&T	05/21 SERVICE 831-000-6408 576	$ 657.28
29900	06/30/2021	FINANCE	COMM & REC	AT&T	05/21 CALNET SERVICE 9391026396	$ 189.01
29900	06/30/2021	FINANCE	FACILITIES MAINT	AT&T	05/21 CALNET SERVICE 9391026394	$ 27.80
29900	06/30/2021	FINANCE	FLEET MAINT	AT&T	05/21 CALNET SERVICE 9391026394	$ 18.56
29900	06/30/2021	FINANCE	MEAS K - FIRE	AT&T	06/21 CALNET 3 SERVICE 9391068734	$ 48.18
29900	06/30/2021	FINANCE	STREETS	AT&T	05/21 CALNET SERVICE 9391026394	$ 46.36
29900	06/30/2021	FINANCE	SEWER OPS	AT&T	05/21 CALNET SERVICE 9391026394	$ 32.43
29900	06/30/2021	FINANCE	SEWER OPS	AT&T	06/21 CALNET 3 SERVICE 9391031570	$ 210.49
29900	06/30/2021	FINANCE	SOLID WASTE	AT&T	05/21 CALNET SERVICE 9391026394	$ 37.06
29900	06/30/2021	FINANCE	SR CITIZEN COMM	AT&T	05/21 CALNET SERVICE 9391026403	$ 26.54
29900	06/30/2021	FINANCE	SR CITIZEN COMM	AT&T	05/21 CALNET SERVICE 9391026398	$ 23.68
29900	06/30/2021	FINANCE	UB - GARBAGE	AT&T	05/21 CALNET SERVICE 9391026394	$ 9.27
29900	06/30/2021	FINANCE	UB - SEWER	AT&T	05/21 CALNET SERVICE 9391026394	$ 9.27
29900	06/30/2021	FINANCE	UB - WATER	AT&T	05/21 CALNET SERVICE 9391026394	$ 18.56
29900	06/30/2021	FINANCE	WATER OPS	AT&T	05/21 CALNET SERVICE 9391026394	$ 41.70
29900	06/30/2021	FINANCE	WATER QUALITY	AT&T	05/21 CALNET SERVICE 9391026394	$ 18.56

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29900	06/30/2021	FINANCE	WWTP	AT&T	05/21 CALNET SERVICE 9391026394	$ 27.80
29900	06/30/2021	FINANCE	PURCHASING	AT&T	05/21 CALNET SERVICE 9391026394	$ 27.80
29900	06/30/2021	FINANCE	PD OPS	AT&T	05/21 CALNET SERVICE 9391026401	$ 22.56
29900	06/30/2021	FINANCE	PD OPS	AT&T	06/21 CALNET 3 SERVICE 9391020514	$ 166.16
29901	06/30/2021	CITY CLERK	CITY CLERK	AMERICAN LEGAL PUBLISHING CORP	MUNI CODE INTERNET	$ 495.00
29902	06/30/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 157.50
29902	06/30/2021	WWTP	WWTP	BSK ASSOCIATES	GROUNDWATER MONITORING	$ 4,580.00
29903	06/30/2021	HR	GENERAL FUND	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL 07/21	$ 207.00
29904	06/30/2021	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 87.55
29904	06/30/2021	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 4.78
29904	06/30/2021	PURCHASING	CITY ATTORNEY	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 0.54
29904	06/30/2021	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 23.99
29904	06/30/2021	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 67.27
29904	06/30/2021	PURCHASING	COMPUTER MAINT	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 8.83
29904	06/30/2021	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 464.30
29904	06/30/2021	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 222.33
29904	06/30/2021	PURCHASING	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 22.63
29904	06/30/2021	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 99.52
29904	06/30/2021	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 392.02
29904	06/30/2021	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 153.28
29904	06/30/2021	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 37.89
29904	06/30/2021	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 37.89
29904	06/30/2021	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 61.16
29904	06/30/2021	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 61.16
29904	06/30/2021	PURCHASING	UB - WATER	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 194.20
29904	06/30/2021	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 121.41
29904	06/30/2021	PURCHASING	WATER QUALITY	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 122.32
29904	06/30/2021	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 147.33
29904	06/30/2021	PURCHASING	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 129.22
29904	06/30/2021	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	$ 657.38
29905	06/30/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	$ 889.44
29906	06/30/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	$ 847.63
29907	06/30/2021	FLEET	FLEET ACQUISITION	COOK'S COMMUNICATIONS	UNIT #6024 & #6025 UP-FIT PARTS & LABOR	$ 38,100.51
29908	06/30/2021	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION	$ 557.50
29908	06/30/2021	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING	$ 435.00
29908	06/30/2021	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC FIRE ALARM JUNE 21	$ 657.50
29909	06/30/2021	HR	CITY CLERK	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE 06/21	$ 21.50
29909	06/30/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE 06/21	$ 215.00
29909	06/30/2021	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE 06/21	$ 3,827.00
29909	06/30/2021	HR	PD OPS	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE 06/21	$ 21.50

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29910	06/30/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MEDICAL CLAIMS PAYMENT FUND	$ 68,000.00
29911	06/30/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP ACCT	$ 1,014.20
29912	06/30/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL PART A FOR CLAIMS JUNE 2021 PAYROLL	$ 27,176.58
29913	06/30/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP ACCT	$ 1,014.20
29914	06/30/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ADMIN FEES FOR JUNE 2021	$ 100.00
29915	06/30/2021	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	$ 454.65
29916	06/30/2021	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	$ 2,719.50
29917	06/30/2021	PARKS	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	$ 1,248.28
29918	06/30/2021	FINANCE	PAYROLL TRUST	M A C E A	JUNE 2021 MONTHLY DUES	$ 1,862.50
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	11/20 UTILITY SERVICE 3040431	$ 4.85
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	11/20 UTILITY SERVICE 3040421	$ 79.01
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	12/20 UTILITY SERVICE 3040421	$ 63.02
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	01/21 UTILITY SERVICE 3040421	$ 60.94
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	02/21 UTILITY SERVICE 3040421	$ 60.15
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/21 UTILITY SERVICE 3040421	$ 60.99
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	06/21 UTILITY SERVICE 3040421	$ 60.48
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	12/20 UTILITY SERVICE 304431	$ 80.44
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	01/21 UTILITY SERVICE 304431	$ 83.26
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	02/21 UTILITY SERVICE 304431	$ 81.85
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/21 UTILITY SERVICE 304431	$ 80.44
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	06/21 UTILITY SERVICE 304431	$ 76.69
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	11/20 UTILITY SERVICE 3040441	$ 196.27
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	12/20 UTILITY SERVICE 3040441	$ 190.25
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	11/21 UTILITY SERVICE 3040441	$ 47.82
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	02/21 UTILITY SERVICE 3040441	$ 47.82
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/21 UTILITY SERVICE 3040441	$ 47.82
29919	06/30/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	06/21 UTILITY SERVICE 3040441	$ 249.78
29920	06/30/2021	FINANCE	PAYROLL TRUST	M.C.E.A.	JUNE 2021 MONTHLY DUES	$ 340.00
29921	06/30/2021	FINANCE	GENERAL FUND	MADERA COUNTY AUDITOR	4TH & 1ST QTR FY 2021 SALES TAX	$ 152,984.68
29922	06/30/2021	FINANCE	PAYROLL TRUST	M P O A	JUNE 2021 MONTHLY DUES	$ 7,496.20
29923	06/30/2021	CITY ADMIN	COMM PROMO	MADERA TRIBUNE	COMM PROMO - ADS/BIDS & NOTICES	$ 481.00
29923	06/30/2021	ENGINEERING	STREETS CAPITAL	MADERA TRIBUNE	ADVERTISEMENT FOR BIDS	$ 824.00
29923	06/30/2021	FINANCE	UB - GARBAGE	MADERA TRIBUNE	JOB RECRUITMENT - UB SUPERVISOR	$ 9.50
29923	06/30/2021	FINANCE	UB - SEWER	MADERA TRIBUNE	JOB RECRUITMENT - UB SUPERVISOR	$ 9.50
29923	06/30/2021	FINANCE	UB - WATER	MADERA TRIBUNE	JOB RECRUITMENT - UB SUPERVISOR	$ 19.00
29924	06/30/2021	ENGINEERING	MEAS K - FIRE	MOTOROLA SOLUTIONS INC.	FIRE STATION 58 COMMUNICATIONS EQUIPMENT	$ 46,654.77
29925	06/30/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 1,261.68
29926	06/30/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 8,217.88
29927	06/30/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 8,144.32
29928	06/30/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 1,482.84

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29929	06/30/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 13.27
29929	06/30/2021	FINANCE	AQUATICS PROGRM	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 1,350.05
29929	06/30/2021	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 95.13
29929	06/30/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 957.92
29929	06/30/2021	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 228.28
29929	06/30/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 6690755760-8	$ 74.26
29929	06/30/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 1619119913-8	$ 62.81
29929	06/30/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/21 SERVICE 5225647713-5	$ 14.78
29929	06/30/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/21 SERVICE 1598348280-1	$ 46.66
29929	06/30/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9787342989-4	$ 102.86
29929	06/30/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/21 SERVICE 5207933925-6	$ 53.38
29929	06/30/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 1,144.56
29929	06/30/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 68.14
29929	06/30/2021	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 123.71
29929	06/30/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	05/21 SERVICE 8675479583-8	$ 38.76
29929	06/30/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 8675479583-8	$ 38.31
29929	06/30/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 116.55
29929	06/30/2021	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 841.81
29929	06/30/2021	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 34.29
29929	06/30/2021	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 12.92
29929	06/30/2021	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 8.38
29929	06/30/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 11,576.39
29929	06/30/2021	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	05/21 SERVICE 0443905948-8	$ 20.04
29929	06/30/2021	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 41.75
29929	06/30/2021	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 9.53
29929	06/30/2021	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 19.19
29929	06/30/2021	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	05/21 SERVICE 6948316261-1	$ 41.98
29929	06/30/2021	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	05/21 SERVICE1715785853-5	$ 980.48
29929	06/30/2021	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	05/21 SERVICE 9920095153-3	$ 1,613.32
29930	06/30/2021	ENGINEERING	FAU CMAQ	AVISON CONSTRUCTION INC	CONST OF TRAFFIC SIGNAL AT INTERSECTION	$ 50,341.91
29930	06/30/2021	ENGINEERING	MEAS T - RTP	AVISON CONSTRUCTION INC	CONST OF TRAFFIC SIGNAL AT INTERSECTION	$ -
29930	06/30/2021	ENGINEERING	TRAFFIC SIGNAL	AVISON CONSTRUCTION INC	CONST OF TRAFFIC SIGNAL AT INTERSECTION	$ 20,562.19
29931	06/30/2021	PARKS	PARKS ADMIN	PETTY CASH - PARKS DEPT.	PETTY CASH REIMBURSEMENT	$ 31.50
29931	06/30/2021	RECREATION	AQUATICS PROGRM	PETTY CASH - PARKS DEPT.	PETTY CASH REIMBURSEMENT	$ 71.45
29931	06/30/2021	RECREATION	PARKS	PETTY CASH - PARKS DEPT.	PETTY CASH REIMBURSEMENT	$ 16.03
29931	06/30/2021	RECREATION	RECREATION	PETTY CASH - PARKS DEPT.	PETTY CASH REIMBURSEMENT	$ 30.00
29932	06/30/2021	PLANNING	PLANNING	PROVOST & PRITCHARD CONSULTING	CONSULTING SERVICES FOR PLANNING PROJECTS	$ 16,254.20
29933	06/30/2021	HR	WATER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION 07/21	$ 61.75
29933	06/30/2021	HR	WATER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL 07/21	$ 116.00
29933	06/30/2021	HR	SEWER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION 07/21	$ 61.75

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29933	06/30/2021	HR	SEWER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREEMEDICAL BILL 07/21	$ 116.00
29934	06/30/2021	ENGINEERING	CDBG PUB IMP	SEAL RITE PAVING	TS-29 STADIUM/GARY PEDESTRIAN HYBRID BEACON	$ 71,705.70
29934	06/30/2021	ENGINEERING	RSTP - FED EX	SEAL RITE PAVING	TS-29 STADIUM/GARY PEDESTRIAN HYBRID BEACON	$ 3,708.47
29935	06/30/2021	ENGINEERING	LTF - STREETS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FACILITY ID: 5B20CRE00095	$ 276.00
29936	06/30/2021	HR	PAYROLL TRUST	SUPERIOR VISION INC.	JULY 2021 VISION INSURANCE	$ 2,056.80
29936	06/30/2021	HR	GENERAL - INS RES	SUPERIOR VISION INC.	JULY 2021 VISION INSURANCE	$ 72.18
29937	06/30/2021	WWTP	WWTP	SYNAGRO WEST, INC.	MISCELLANEOUS SERVICES	$ 12,242.37
29938	06/30/2021	PW ADMIN	FLEET MAINT	TAG/AMS, INC.	DOT RANDOM TESTINGS	$ 210.00
29938	06/30/2021	PW ADMIN	SEWER OPS	TAG/AMS, INC.	DOT RANDOM TESTINGS	$ 210.00
29939	06/30/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	$ 29,261.07
29940	06/30/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	$ 28,866.13
29941	06/30/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 299.68
29941	06/30/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 3.00
29942	06/30/2021	PARKS	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	$ 735.00
29942	06/30/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	$ 200.00
29942	06/30/2021	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	$ 25.00
29943	06/30/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9905373 705 OAKRIDGE CREDIT REFUND	$ 120.27
29944	06/30/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9907357 620 S B CREDIT REFUND	$ 116.83
29945	06/30/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9905646 723 N H CREDIT REFUND	$ 117.42
29946	06/30/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9907813 728 S GATEWAY CREDIT REFUND	$ 123.88
29947	06/30/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 10000086 1265 ROMA CREDIT REFUND	$ 205.05
29948	06/30/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9915214 2701 GREENWOOD CREDIT REFUND	$ 200.00
29949	06/30/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922135 335 ST MONTELENA CREDIT REFUND	$ 535.64
29950	06/30/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9913461 172 S DOUBLE TREE CREDIT REFUND	$ 89.97
29951	06/30/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9900068 1049 STANFORD CREDIT REFUND	$ 100.63
29952	06/30/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 23003 210 N A CREDIT REFUND	$ 1,610.78
29953	07/08/2021	PD	PD OPS	KER'S GAS & LUBE, INC.	MAY 2021 PD CAR WASHES	$ 271.00
29954	07/08/2021	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMPORARY ADMIN ASSISTANT FOR ENGINEERING	$ 1,648.52
29954	07/08/2021	PLANNING	PLANNING	ACRO SERVICE CORPORATION	PLANNER EMPLOYEE FOR ENVIRONMENTAL WORK	$ 2,081.25
29955	07/08/2021	ENGINEERING	ADMIN SERVICES	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 870.00
29955	07/08/2021	ENGINEERING	ARTERIAL/COLLCTOR	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 163.08
29955	07/08/2021	ENGINEERING	DIF - PW	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 203.23
29955	07/08/2021	ENGINEERING	DIF - PARKS	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 259.47
29955	07/08/2021	ENGINEERING	DIF - POLICE	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 95.79
29955	07/08/2021	ENGINEERING	DIF - DRAINAGE	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 377.93
29955	07/08/2021	ENGINEERING	DIF - GEN GOVT	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 541.05
29955	07/08/2021	ENGINEERING	DIF - TRANSP	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 932.16
29955	07/08/2021	ENGINEERING	SEWER SE QUAD	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 117.32
29955	07/08/2021	ENGINEERING	DIF - WESTBERRY ELL	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 95.50
29955	07/08/2021	ENGINEERING	DIF - RD 28 SEWER	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 138.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29955	07/08/2021	ENGINEERING	TRAFFIC SPECIAL IMP	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 116.97
29955	07/08/2021	ENGINEERING	SEWER NW QUAD	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 44.89
29955	07/08/2021	ENGINEERING	SEWER SW QUAD	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 246.95
29955	07/08/2021	ENGINEERING	STORM DRAIN NW	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 100.92
29955	07/08/2021	ENGINEERING	STORM DRAIN SE	COLGAN CONSULTING CORPORATION	DIF STUDY UPDATE	$ 46.24
29956	07/08/2021	PW ADMIN	STREETS	HICKMAN, JAMIE	PER DIEM - WORLD OF CONCRETE 2021	$ 136.64
29957	07/08/2021	PD	PD OPS	HARRY D. WILSON INC.	REPLACE COWL	$ 27.03
29958	07/08/2021	FINANCE	CENTRAL ADMIN	DIEBERTS CREATIVE COPY INC	PRELIMIINARY BUDGET	$ 753.63
29958	07/08/2021	PD	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	$ 37.89
29959	07/08/2021	PD	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	$ 1,000.00
29960	07/08/2021	PD	PD OPS	PACIFIC STORAGE COMPANY	SERVICE 36 INCH EXECUTIVE COSOLE	$ 364.00
29961	07/08/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 05.16.21-05.31.21	$ 892.47
29961	07/08/2021	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	WWTP FUEL	$ 1,311.12
29961	07/08/2021	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	PROPANE WWTP DIGESTER HEATING	$ 9,627.48
29961	07/08/2021	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP	$ 1,070.92
29962	07/08/2021	PARKS	COMM & REC	TROPY DUDLEY	STUCCO & REPAIR YOUTH CENTER FAÇADE	$ 11,800.00
29963	07/08/2021	PD	PD OPS	EICHMAN, JEFF	REIMBURSEMENT - ARIDE SCHOOL	$ 299.26
29964	07/08/2021	PW ADMIN	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 1,102.00
29964	07/08/2021	PW ADMIN	WATER QUALITY	DELLAVALLE LABORATORY,INC.	QUARTERLY SAMPLING	$ 430.00
29965	07/08/2021	FINANCE	AIRPORT OPS	AT&T	06/21 CALNET SERVICE 9391026409	$ 24.10
29965	07/08/2021	FINANCE	CENTRAL ADMIN	AT&T	06/21 CALNET SERVICE 9391026406	$ 22.02
29965	07/08/2021	FINANCE	FINANCE	AT&T	06/21 CALNET SERVICE 9391026406	$ 22.02
29965	07/08/2021	FINANCE	HR/RISK MGT	AT&T	06/21 CALNET SERVICE 9391026400	$ 23.67
29965	07/08/2021	FINANCE	PARKS	AT&T	06/21 CALNET SERVICE 9391026412	$ 163.97
29965	07/08/2021	FINANCE	PARKS ADMIN	AT&T	06/21 CALNET SERVICE 9391031580	$ 194.65
29965	07/08/2021	FINANCE	SEWER OPS	AT&T	06/21 CALNET SERVICE 9391026410	$ 45.65
29965	07/08/2021	FINANCE	SR CITIZEN COMM	AT&T	06/21 CALNET SERVICE 9391026415	$ 61.60
29965	07/08/2021	FINANCE	WWTP	AT&T	06/21 CALNET SERVICE 9391026405	$ 22.83
29965	07/08/2021	FINANCE	WWTP	AT&T	06/21 CALNET SERVICE 9391026417	$ 32.94
29966	07/08/2021	FINANCE	CITY CLERK	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 63.54
29966	07/08/2021	FINANCE	CITY COUNCIL	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 194.60
29966	07/08/2021	FINANCE	CODE ENF	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 36.63
29966	07/08/2021	FINANCE	COMPUTER MAINT	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 242.55
29966	07/08/2021	FINANCE	ENGINEERING	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 127.08
29966	07/08/2021	FINANCE	FACILITIES MAINT	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 254.16
29966	07/08/2021	FINANCE	FINANCE	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 31.77
29966	07/08/2021	FINANCE	FLEET MAINT	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 31.77
29966	07/08/2021	FINANCE	STREETS	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 36.81
29966	07/08/2021	FINANCE	WWTP	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 36.81
29966	07/08/2021	FINANCE	MEAS K - PD	AT&T	06/21 FIRSTNET SERVICE 287302656036	$ 64.61

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29967	07/08/2021	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 16.84
29967	07/08/2021	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 94.56
29967	07/08/2021	FINANCE	COMM & REC	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 13.00
29967	07/08/2021	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 22.08
29967	07/08/2021	FINANCE	FACILITIES MAINT	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 451.24
29967	07/08/2021	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 147.33
29967	07/08/2021	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 435.15
29967	07/08/2021	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 651.17
29967	07/08/2021	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 199.20
29967	07/08/2021	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 6.32
29967	07/08/2021	FINANCE	WATER OPS	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 213.24
29967	07/08/2021	FINANCE	WATER QUALITY	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 78.98
29967	07/08/2021	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	06/21 UNIFORM SERVICES	$ 311.23
29967	07/08/2021	GRANTS	INTERMODAL BLDG	ARAMARK UNIFORM SERVICES	MATS - TRANSIT	$ 129.99
29968	07/08/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 157.50
29968	07/08/2021	WWTP	WWTP	BSK ASSOCIATES	GROUNDWATER MONITORING	$ 156.00
29969	07/08/2021	PD	PD OPS	CA DEPARTMENT OF JUSTICE	MAY 2021 FINGERPRINTING	$ 343.00
29969	07/08/2021	PD	PD OPS	CA DEPARTMENT OF JUSTICE	MAY 2021 BLOOD ALCOHOL ANALYSIS	$ 840.00
29970	07/08/2021	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$ 113.50
29971	07/08/2021	HR	HR/RISK MGT	CPS HR CONSULTING	PSD EXAM	$ 482.90
29972	07/08/2021	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SERVICES 06/15/21-06/30/21	$ 11,700.00
29973	07/08/2021	FACILITIES	FACILITIES MAINT	JOHNSON, PHIL	PER DIEM INTRO/INTERMEDIATE PLC CLASS	$ 205.00
29974	07/08/2021	FIRE	FIRE	L.N. CURTIS & SONS	BREATHING APPARATUS	$ 17,085.20
29975	07/08/2021	PARKS	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	POOL FILTER PART	$ 441.10
29976	07/08/2021	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	PROFESSIONAL SERVICES	$ 4,085.00
29977	07/08/2021	PW ADMIN	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - MARCH 2021	$ 21.52
29977	07/08/2021	PW ADMIN	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - MARCH 2021	$ 108.64
29977	07/08/2021	PW ADMIN	MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - MARCH 2021	$ 21.61
29977	07/08/2021	PW ADMIN	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - MARCH 2021	$ 249.68
29977	07/08/2021	PW ADMIN	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - MARCH 2021	$ 27.66
29978	07/08/2021	PARKS	AQUATICS PROGRM	MAMMOTH OXYGEN	CO2 FOR POOL	$ 697.98
29979	07/08/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3819620697-3	$ 79.09
29979	07/08/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	06/21 SERVICE 8307681856-2	$ 550.65
29979	07/08/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 7949615676-5	$ 14.16
29979	07/08/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 3642526071-2	$ 39.88
29979	07/08/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/21 SERVICE 8178280304-3	$ 58.32
29979	07/08/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 9651992016-7	$ 97.17
29979	07/08/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	06/21 SERVICE 9172110863-6	$ 17,526.79
29980	07/08/2021	PW ADMIN	WWTP	RUSSELL, CHRIS	TRAVEL REIMB WASTEWATER REVEW GRADE I/II	$ 134.28
29981	07/08/2021	IS	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	MY CIVIC	$ 1,480.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29982	07/08/2021	PARKS	AQUATICS PROGRM	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	$ 219.60
29983	07/08/2021	PARKS	PARKS	WEST COAST ARBORISTS, INC.	TREE TRIMMING	$ 32,512.50
29984	07/08/2021	ENGINEERING	DIF - WESTBERRY ELL	BOND ENCROACH	MELANIE MEADOWS PHASE 1 LIFT STATION	$ 47,133.85
29984	07/08/2021	ENGINEERING	SEWER NW QUAD	BOND ENCROACH	MELANIE MEADOWS PHASE 1 LIFT STATION	$ 113,325.45
29985	07/08/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926013 1409 TULARE CREDIT REFUND	$ 181.26
29986	07/08/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9892822 100 EL DORADO CREDIT REFUND	$ 23.87
				BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL		**$ 1,309,597.43**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council a monthly informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:

The Civil Service Commission met July 6, 2021, and approved eligibility lists for the following classifications:

- Police Office Supervisor
- Police Sergeant
- Police Officer II
- Police Officer Trainee

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

Table 1: *New Hires and Re-hires*

Name	*Position*	*Department*	*Status**	*Effective Date*
Steve Bettencourt	Senior Engineer	Engineering	FT	6/14/21
Jaclyn Gonzalez	Records Clerk	Police	FT	6/29/21
Jose Navarro	Park Aide	Parks & Community Services	PT	7/6/21

Table 1: *New Hires and Re-hires, continued*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Joseph Hebert	Program Manager Grants	Grants	FT	7/6/21
Raquel Rios Cardenas	Assistant Engineer	Engineering	FT	7/12/21

*Status: PT = Part Time, FT = Full Time

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

Table 2: *Promotions, Transfers, or Assignment Changes*			
Name	*Old Position*	*New Position*	*Effective Date*
Silas Varela	Police Officer Trainee	Police Officer I	6/26/21

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Brianna Cebollero	Public Safety Dispatcher	Police	FT	5/27/21
Tiffany Ljuba	Assistant Engineer	Engineering	FT	6/11/21
Christopher Brown	Park Aide	Parks & Community Services	PT	6/24/21
Lisa Weber-Boyd	Accounting Technician III	Finance	FT	6/24/21
Elisabeth Huerta	Police Officer II	Police	FT	6/30/21

*Status: PT = Part Time, FT = Full Time

FINANCIAL IMPACT:

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

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

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: B-4

SUBJECT:

Agreement for Continued Participation in the Central Valley Employment Relations Consortium (CVERC)

RECOMMENDATION:

Adopt a Minute Order approving the Agreement for Special Services with Liebert Cassidy Whitmore in the amount of $2,548 and authorize the City Manager to execute the Agreement

SUMMARY:

Since 1991, the City has been a member of the CVERC along with other public agencies for labor law training and related legal consultation services. CVERC currently has 44 public agencies in its membership. Specific services included with the flat-fee membership in CVERC are five (5) days of training on various employment related topics selected by consortium members, legal consultation on employment matters by telephone and email, and monthly labor and employment law newsletters as well as legislative and case law updates. This model of flat-fee training and consultation provided through a consortium of public entities to share the overall cost is unique to Liebert Cassidy Whitmore.

DISCUSSION:

Continued participation in the CVERC requires execution of an Agreement for Special Services with the firm. With our continued participation, the City is able to meet the challenge of providing cost effective and current employment law training to supervisors, managers, and department heads. Additionally, the flat-fee membership provides that City staff can contact attorneys at the firm by phone or email for consultation on consortium related questions without additional charge beyond the membership fee. The agreement also sets forth billing rates should the City's request for assistance go beyond a consortium-related question; examples or services

beyond the base consortium agreement would be written legal opinions, representation on specific litigation matters, or personnel investigations.

The training classes are selected each year by vote of the members of the Consortium. Except as noted below, classes for 2021-22 are currently scheduled as webinar format, which will make the trainings temporarily more accessible by not requiring staff to travel offsite. The webinars are recorded and available for staff to watch after the training for approximately two (2) weeks in case the original training date does not work with their schedule. The classes slated for 2021-22 are listed below; unless otherwise noted, each class is a half day.

- Maximizing Performance through Documentation, Evaluation, and Corrective Action
- Difficult Conversations
- A Guide to Implementing Public Employee Discipline
- Managing the Marginal Employee
- Prevention and Control of Absenteeism and Abuse of Leave
- Supervisor's Guide to Understanding and Managing Employees' Rights: Labor, Leaves, and Accommodations
- Maximizing Supervisory Skills for the First Line Supervisor (full day, in-person to be scheduled Spring 2022)
- Finding the Facts: Employee Misconduct and Disciplinary Investigations
- Introduction to the Fair Labor Standards Act
- Advanced Fair Labor Standards Act

FINANCIAL IMPACT:

The cost for continued participation in the Consortium will be $2,548.00 for the 2021-22 fiscal year. This fee represents as increase over last year of approximately 5%. Participation in the Consortium is paid through the Insurance Reserve Fund and the identified training is made available without charge to all City departments. Adequate funds have been included in the 2021-22 budget for continued participation in the Consortium.

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:

Should Council not take action on the Agreement, the City would no longer participate in the CVERC and staff would explore other alternatives for providing employment law training to employees.

ATTACHMENTS:

1. Agreement for Special Services with Liebert Cassidy Whitmore

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the City of Madera, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than forty-four (44) public agencies in the Central Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2021, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

   It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)

3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to Agency for a fee of Two Thousand Five Hundred Forty Eight Dollars ($2,548.00) payable in one payment prior to August 1, 2021. The fee, if paid after August 1, 2021 will be $2,648.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Ninety Dollars ($210.00 - $390.00) per hour for attorney staff, Two Hundred Fifty Dollars ($250.00) per hour for Labor Relations/HR Consultant and from One Hundred Thirty-Five to One Hundred Seventy-Five Dollars ($135.00 - $175.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2021. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than forty-four (44) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2021.

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By: _____
J. Scott Tiedemann / Managing Partner

Date: 6-2-2021

CITY OF MADERA
A Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: B-5

SUBJECT:

Consideration of a request by Maria I. Garcia de Molina for connection to the City's water system

RECOMMENDATION:

Adopt a resolution Approving Agreement for Outside of City Water Service for Property Located at 13633 Road 28, Approving Covenant to Annex, and Directing Staff to Record the Agreement and Covenant

SUMMARY:

The City has a policy wherein properties located outside the City Limits and adjacent to the City water and sewer systems, may under certain conditions, apply for and receive City utility services.

DISCUSSION:

The property owner, Maria I. Garcia de Molina, has an existing single-family residence on a single parcel located on the east side of Road 28, between Mono and Cedar Streets. The owner has requested that she be allowed to connect to the existing 12-inch City water main on Road 28 (Tozer Street) and has declared her request as an urgent matter as the property has a well that is failing.

The Local Agency Formation Commission (LAFCO) has approved the connection to City water service outside the current City limits.

FINANCIAL IMPACT:

Approving this request for outside of city water service imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The installation of an outside the City Limits water service connection to the site is not specifically addressed in the vision or action plans.

ALTERNATIVES:

If Council does not approve the Agreement for Outside of City Water Service, the residents may face hardships and will have to seek other alternatives.

ATTACHMENTS:

1. Resolution
   Exhibit A - Agreement
2. Location Map

Attachment 1
Resolution

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AGREEMENT WITH MARIA I. GARCIA DE MOLINA FOR OUTSIDE OF CITY WATER SERVICE FOR 13633 ROAD 28, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT ON BEHALF OF THE CITY AND DIRECTING STAFF TO RECORD THE AGREEMENT

WHEREAS, Owner desires to connect the property located at 13633 Road 28 to the City water system; and

WHEREAS, the property is located in the unincorporated territory of the County of Madera; and

WHEREAS, the City Council is willing to authorize said connections to the City's water and sewer systems, subject to certain conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Council approves the agreement for a water system connection by and between the City and Maria I. Garcia de Molina, owner of the property located on the east side of Road 28, between Mono and Cedar Streets, known as 13633 Road 28, a copy of which is attached as Exhibit A.
3. Staff is hereby directed to record the Agreement and covenant
4. This resolution is effective immediately upon adoption.

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

Exhibit A

Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MADERA
205 W. 4TH STREET
MADERA, CA 93637

Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code……No Fee Due _0_

Address: 13633 Road 28, Madera, California
APN: 034-130-003

AGREEMENT FOR OUTSIDE CITY LIMITS
WATER CONNECTION FOR 13633 ROAD 28

This AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 13633 Road 28 ("Agreement"), is made and entered into this ____ day of _____, 2021, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and MARIA I. GARCIA DE MOLINA, hereinafter called "OWNER".

RECITALS

A. OWNER is the record owner of that certain real property located at 13633 Road 28, (AKA Tozer Street) in the County of Madera, California and more particularly described below.

B. The Property consists of 0.17 acres, more or less, located on the east side of Road 28, between Mono and Cedar Streets, known as 13633 Road 28, in the unincorporated territory of Madera County (the "Subject Property").

C. OWNER desires a water connection to serve one dwelling on the Subject Property.

D. CITY is willing to authorize said water connection subject to conditions as set forth in this Agreement.

AGREEMENT

In consideration of the recitals above, which are incorporated herein, and the mutual promises contained herein, the Parties agree as follows:

1. Authority to Connect to City Water. CITY hereby authorizes OWNER to connect to the 12-inch water main on Road 28 to serve one dwelling on the Subject Property located at 13633 Road 28, which property is more particularly described as follows:

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

THE WEST 140 FEET OF THE SOUTH 54 FEET OF PARCEL 2 OF SURVEY OF LOTS 9 AND 10 OF LANKERSHIM COLONY IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP ENTITLED "SUBDIVISION OF LOTS 9 AND 10 OF LANKERSHIM COLONY IN SECTION 29, TOWNSHIP 11 SOUTH, RANGE 18 EAST MDB&M FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA, STATE OF CALIFORNIA, ON FEBRUARY 21, 1946, IN VOL. 5 OF MAPS, AT PAGE 137.

APN: 034-130-003

2. Payment of Fees. Prior to any such water connection, APPLICANT shall pay to CITY water impact fees which total $845.00. Impact fees are based on one single family residence on a single parcel. Any additional development on the Subject Property will be subject to additional CITY impact fees. OWNERS shall also pay to CITY connection, permit, inspection or other fees as required, and 50% of the cost to install the 8-inh component of the 12-inch water main located in Road 28 (Tozer Street), in the amount of $675.00. On and after connection of OWNERS' property to the CITY water system, OWNER shall pay to CITY the monthly water service charges as determined by the Director of Finance.

3. Municipal Service Application and Service Rates. In addition to this Agreement, OWNER agrees to complete a Municipal Service Application to apply for water and agree to pay the water rates applicable to City residents which will be billed in accordance with City billing of City residents. As a new water service connection, OWNER is required to install a water meter and a reduced pressure back flow prevention device at property line in accordance with CITY Standard Specifications and destroy any existing wells in accordance with the Madera County and California Department of Health Standards.

4. Discontinuance of Utilities. The parties acknowledge that one result of the utility billing method of payment is to allow City to use the non-judicial remedy of discontinuing all utility services in the event of a default by OWNER in the performance of its duties and obligations pursuant to the Agreement.

5. No Assignment; Agreement Runs with the Land. The rights and obligations of the parties shall not be assigned or transferred to others without the prior written consent of the other party. This Agreement shall be binding upon and insure to the benefit of the parties' successors or assigns. The burdens and benefits of this Agreement shall run with the land identified in Exhibit A attached hereto. This Agreement shall be executed in recordable form.

6. Notices. All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

TO OWNER: MARIA I. GARCIA DE MOLINA
13633 Road 28
Madera, CA 93638

TO CITY: CITY OF MADERA
Attn: City Manager
205 W. 4th Street
Madera, CA 93637

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

7. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic water service to the Subject Property. Any future water connection for property development purposes is subject to CITY approval.

8. LAFCo Approval. The Subject Property is located outside the corporate limits of the City of Madera but within the City's Sphere of Influence. Due to this, the CITY must obtain authorization from the Madera Local Agency Formation Commission (LAFCo) to extend and/or connect utility services to the subject property. LAFCo authorization requires the submittal of an application for review and payment of an application fee. The CITY has prepared and submitted the required application, paid the application fee, and LAFCo has authorized the extension and/or connection of utility services to the Subject Property.

9. Annexation. In accordance with Government Code Section 56133 (b) and LAFCo's approval of the application to extend and/or connect utility services to the Subject Property, OWNER agrees not to protest the future annexation of the subject property into the City of Madera, if such annexation is not subject to conditions, excluding the facts pertaining to the annexation itself or the extension of water or sanitary sewer service, which might materially prejudice those holding interest in the Subject Property. OWNER agrees to execute a "Covenant to Annex to the City of Madera and Waive the Right to Protest" and understands that this Agreement binds OWNER and all subsequent owners of the Subject Property, and that this Agreement will be recorded with the Madera County Recorder's Office.

10. Attorney's Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

11. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. This Agreement shall not be construed to relieve OWNER from properly maintaining improvements on OWNERS' property as required by any existing site plan or conditional use permit, to excuse compliance with any law or regulation of general application, or to address any developmental requirements that may be applied to any future development of OWNERS' property. Without limitation of the foregoing, OWNER acknowledges that the Development Impact Fees paid as provided herein are for the existing residence only, and any additional residences or other uses or additional improvements will require the payment of additional Development Impact Fees as may be applicable to such additional residences, uses or improvements.

No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

12. Time of the Essence. Time is of the essence for each condition, term, and provision in this Agreement.

13. Counterpart Signatures. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective only on the complete execution of this Agreement by the parties.

14. Severance. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

15. No Waiver. A waiver or breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

16. Headings. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

17. Applicable Law. This Agreement shall be governed and construed in accordance with California law. This Agreement concerns real property located in Madera, California and each party agrees that a court of competent jurisdiction for the judicial district including Madera, California would be the most appropriate court for any litigation that might arise in connection with this Agreement.

18. Authority to Sign. Each party signing below certifies that he or she is authorized to execute this Agreement and thereby obligate the party on whose behalf such signature is made. The authority of each signer was, if necessary, granted by appropriate corporate action.

19. Amendments to Agreement. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. This Agreement and any modification or amendment thereto shall only be effective if authorized by the City Council of the City of Madera.

20. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic use and residential landscape irrigation use. No use of CITY water for agricultural irrigation or other use atypical of residential use shall be allowed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

CITY OF MADERA

By: _____
Keith B. Helmuth, City Engineer

By: _____
Santos Garcia, Mayor

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

OWNER

By: _____
Maria I. Garcia de Molina

ATTACH NOTARY ACKNOWLEDGEMENT

Attachment 2

Location Map

LOCATION MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
205 W. 4TH STREET
MADERA, CA 93637

13633 ROAD 28

OUTSIDE CITY
WATER CONNECTION

DR BY: EP
CH BY: KH
DATE: 7/1/21
SCALE: NTS
SHT 1 OF 1

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: B-6

SUBJECT:

Edward Byrne Memorial Justice Assistance Grant Program FY 2021/22 Local Solicitation

RECOMMENDATION:

Adopt a resolution authorizing submission of an application to the Edward Byrne Memorial Justice Assistance Grant (JAG) 2021 program in the amount of $27,829.

SUMMARY:

The purpose of this application is to apply for 2021 JAG funds to purchase and install onboard surveillance cameras into City patrol vehicles. Doing so will allow the City of Madera Police Department (MPD) to continue modernizing its fleet and remain current with surveillance technology.

DISCUSSION:

The U.S. Department of Justice makes awards of Edward Byrne Memorial JAG funds to state and local governments on a formula basis. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs. The City received notification that it has been allocated $27,829 as part of the JAG program's FY 2021 funding cycle.

Staff has evaluated the needs of the MPD and believes that these funds should be dedicated towards the lease of information systems technology. This will allow the MPD to continue to secure a lease for in-car camera systems (ICC) for its patrol cars. The use of JAG funds for this purpose will provide the department with modern and reliable equipment, while also potentially relieving the City of this financial obligation.

FINANCIAL IMPACT:

Submission of a JAG application will provide the City with $27,829 in federal grant funding to support local law enforcement. As a result, it will not adversely affect the General Fund and may benefit it by defraying costs within MPD.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Receipt of JAG funding directly supports the following Vision Plan strategies:

- 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.

- Strategy 421:
  - First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

ALTERNATIVES:

As an alternative, Council may:

1. Direct staff to not apply for the funding.
2. Direct staff to look for alternate funding sources.

ATTACHMENTS:

1. Resolution to authorize application for JAG 2021 Local Solicitation

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO MAKE AN APPLICATION FOR AWARD TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

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

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

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

WHEREAS, the Congress of the United States has allocated $27,829 through the Edward Byrne Memorial Justice Assistance Grant program to the City of Madera to be used for front line law enforcement services; and

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby find, resolve, and order:

1. The above recitals are true and correct.
2. The City Manager, or his/her designee, is hereby authorized to execute all required documents.
3. This resolution shall be effective immediately upon adoption.

***

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Roger Sanchez, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: B-7

SUBJECT:

Appropriations Limit (Gann Limit) for Fiscal Year 2021/2022

RECOMMENDATION:

Adopt a Resolution establishing an Appropriations Limit for Fiscal Year 2021/2022 in the amount of $49,444,246

SUMMARY:

State law requires the City of Madera (City) set an Appropriations Limit (also known as the "Gann Limit") after budget adoption each fiscal year (FY), in accordance with Section 1.5 of Article XIIIB of the California Constitution. The Appropriations Limit is increased each year by a formula that uses a combination of percent changes in the Statewide Per Capita Income (PCI), city or county population, and the City non-residential assessed valuation. The factors can be used in combination to provide the greatest increase or least decrease in the annual Appropriations Limit. The State Department of Finance provides the PCI and population growth rates. The County Assessor provides the non-residential assessed valuation information.

DISCUSSION:

The Appropriations Limit creates a restriction on the amount of government revenue which may be appropriated in any fiscal year. An appropriation is a formal authorization by the City Council to spend funds and the limit only applies to appropriations that are "proceeds of taxes", as defined by the law and statewide reporting guidelines. The limit is based on actual appropriations during the base year of 1986-87 and increases each year using specified growth factors. Appropriations for debt service and capital outlay are excluded from the calculation. The FY 2021/22 Appropriations Limit shows an increase from the prior year due to a rise in the Statewide PCI of 5.73 percent in combination with a 0.99 percent increase in the City's population growth rate. This resulted in a combined increase of 6.78 percent.

The FY 2021/22 Article XIIIB Appropriations Limit Calculation Worksheets and supporting documents are included as Exhibit A.

FINANCIAL IMPACT:

The Appropriations Limit for FY 2021/22 has been calculated to be $49,444,246. This represents the maximum amount of appropriations from tax proceeds that can be budgeted by the City for the current fiscal year. Budgeted appropriations subject to limitation are determined to be $22,217,196, as shown on Exhibit A, Worksheet No. 1. This represents the appropriations from tax proceeds approved in the FY 2021/22 budget. The current year budgeted appropriations are approximately 45 percent of the allowable limit, indicating that the City's approved budget is well within the limits set by State law.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Adopting the Appropriations Limit for the City 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 those plans.

ATTACHMENTS:

1. Resolution
2. Worksheet
3. Department of Finance Letter

RESOLUTION NO. 21- _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE APPROPRIATIONS LIMIT FOR THE 2021/2022 FISCAL YEAR

WHEREAS, Section 7910 of the California Government Code of the State of California provides that each year the governing body of each local jurisdiction shall, by resolution, establish its Appropriations Limit for the following fiscal year pursuant to Article XIIIB of the Constitution; and

WHEREAS, at least fifteen (15) days prior to such adoption, notice of the proposed adoption of the Appropriations Limit and availability of the documentation used in making the determination of the Appropriations Limit was given within the City, which sum and documentation has been available to the public in the office of the Director of Finance; and

WHEREAS, the City Council has received evidence regarding the Appropriations Limit to be established for the City of Madera.

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 Appropriations Limit for the City of Madera for the 2021/2022 fiscal year, as described in Article XIII B of the Constitution of the State of California and as determined pursuant to Sections 7900 to 7913 of the California Government Code is in the amount of Forty-nine million, four hundred forty four thousand, two hundred forty six dollars ($49,444,246).

3. The Council declares that the percentage change in California per capita personal income and the City of Madera annual percent change in population were used in calculating this Appropriations Limit.

4. This resolution is effective immediately upon adoption.

* * * * * * *

EXHIBIT A

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #1
FOR THE 2021/2022 FISCAL YEAR

Proceeds of Taxes:	$ 23,251,396	Reference Document
Exclusions:	$1,034,200	General Fund Debt Service
Appropriations Subject to Limit:	$ 22,217,196	Worksheet #2
Current Limit:	$49,444,246	Worksheet #3
Amount Over (Under) Limit:	$ (27,227,050)	

EXHIBIT A

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #2
FOR THE 2021/2022 FISCAL YEAR
Summary of Tax Proceeds Revenue & Interest Allocation

	Non-Interest Revenues	Perccent of Total	Interest Income Allocation	Total Tax Proceeds
General Fund				
Tax Proceeds Budgeted	$ 22,926,144	53.40%	$ 325,252	$ 23,251,396
Non Tax Proceeds Budgeted	$ 20,009,300	46.60%	$ 304,668	
Total Revenue Budgeted	$ 42,935,444	100.00%		
Total Interest Income Budgeted			$ 629,920	

Total Tax Proceeds Budgeted:	$ 23,251,396

EXHIBIT A

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #3
FOR THE 2021/2022 FISCAL YEAR

A.	Last Year's Appropriations Limit (Unadjusted)				$46,306,201.00
B.	Adjustment Factors	% of Change	Factor	Source	
	1. Growth in City Population	0.99	1.0099	State Calculation	
	2. California Oper Capita Personal Income Growth	5.73	1.0573	State Calculation	
	3. Adjustment Factor: (B1 x B2)				1.0678
C.	Annual Adjustment Dollars: (A x B3) - A				$3,138,045
D.	2021/2022 Projected Appropriations Limit: (A + C)				$49,444,246

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
State Capitol ▪ Room 1145 ▪ Sacramento CA ▪ 95814-4998 ▪ www.dof.ca.gov

May 2021

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2021, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2021-22. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2021-22 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2021**.

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

/s/ Erika Li

Erika Li
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2021-22 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2021-22	5.73

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2021-22 appropriation limit.

2021-22:

Per Capita Cost of Living Change = 5.73 percent
Population Change = -0.46 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.73 + 100}{100} = 1.0573$

Population converted to a ratio: $\frac{-0.46 + 100}{100} = 0.9954$

Calculation of factor for FY 2021-22: 1.0573 x 0.9954 = 1.0524

Fiscal Year 2021-22

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	Percent Change 2020-2021	--- Population Minus Exclusions --- 1-1-20	 1-1-21	Total Population 1-1-2021
Madera				
Chowchilla	0.17	12,576	12,598	17,330
Madera	0.99	65,526	66,172	66,172
Unincorporated	0.27	74,770	74,972	74,972
County Total	0.57	152,872	153,742	158,474

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: B-8

SUBJECT:

Consideration of California Conservation Corps (CCC) Sponsor Agreement

RECOMMENDATION:

Adopt a Resolution Approving a Sponsor Agreement with California Conservation Corps (CCC) for Performance of Work Projects

SUMMARY:

The City has experienced an increase in vegetation and brush growth in and around the Fresno River during the COVID-19 pandemic. To overcome this obstacle, the City is seeking labor-related assistance from California Conservation Corps. This collaboration is memorialized in the sponsor agreement between the City and CCC.

DISCUSSION:

Initially, to combat the amount of refuse accumulating in the Fresno River, staff researched the issue and determined to pilot a river clean-up program. The City partnered Junk King and Haul-R-Us to help mitigate some of the issues; however, to move this project further along, CCC will aid city employees in the beautification of the Fresno River by providing able body workers to assist.

CCC is a state organization dedicated towards conservation programs such as improving habitats and responding to both manmade and natural disaster situations. The proposed agreement offers the City an opportunity to utilize CCC personnel on work projects such as the Fresno River cleanup.

It should be noted that the proposed sponsor agreement is not intended to remove or disturb homeless persons who may be located in the Fresno River bottom. Rather, the goal is to remove

vegetation and overgrown shrubbery from the river channel, including the river bottom, and bridge areas. This in turn will make it easy to remove and prevent additional buildup of trash.

FINANCIAL IMPACT:

The City will contribute no more than $5,000. This cost will cover miscellaneous equipment and employee costs. These funds will be provided out of the Streets Department contracted services account.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this sponsor agreement is not addressed in the Vision or Action Plans and is not in conflict with the actions or goals contained in that plan.

ALTERNATIVES:

If Council chooses not to adopt this Resolution, the (CCC) sponsor agreement will not be executed.

ATTACHMENTS:

1. Resolution
2. Exhibit A: Sponsor Agreement with California Conservation Corps

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A SPONSOR AGREEMENT WITH CALIFORNIA CONSERVATION CORPS FOR PERFORMANCE OF WORK PROJECTS

WHEREAS, the City of Madera ('City') has experienced an increase in refuse in the Fresno River during the COVID-19 pandemic; and

WHEREAS, the City is in need of services to assist in work projects such as the Fresno River cleanup; and

WHEREAS, the California Conservation Corps ('CCC') offers services on work projects to public agencies such as the City; and

WHEREAS, the City and CCC wish to collaborate on work projects which are mutually beneficial.

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

1. The above recitals are true and correct.
2. The City Council approves the sponsor agreement between the City and California Conservation Corps attached as Exhibit A.
3. This resolution is effective immediately upon adoption.

* * * * * * * * * *

SPONSOR AGREEMENT (CCC-96)
(*for Governmental Entity – Local*)

This Sponsor Agreement (Agreement) is entered into by the California Conservation Corps (CCC), State of California and

Sponsor's Name: _____, a State of California Local Public Entity (Sponsor).

WHEREAS, the CCC is statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State's natural resources to young adults;

WHEREAS, the CCC is authorized to work on projects in rural and urban areas that, provide a benefit to the public by, among other things, preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression;

WHEREAS, the CCC is authorized pursuant to the California Public Resources Code Section 14306 to execute contracts for furnishing the services of the CCC to any federal, state or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of the CCC program as specified in California Public Resources Code Sections 14000 and 14300;

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects;

WHEREAS, each party to this Agreement is duly authorized to enter into this Agreement; and

WHEREAS, the parties to this Agreement find and determine that it would be to their mutual advantage and the public benefit to join together to accomplish the purpose herein, and coordinate their power, authority and expertise for the CCC to use its corpsmembers and employees to accomplish projects specified by Sponsor and agreed to by the CCC;

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NOW THEREFORE, in consideration and recognition of the above, the Sponsor and CCC (collectively referred to herein as "the parties") agree as follows:

A. Documentation of Projects
   1. Sponsor will submit project proposals to the CCC.
   2. The CCC shall work with Sponsor to include details of project proposals in a CCC Project Evaluation and/or other appropriate forms and documentation where applicable.
   3. No project work will begin without CCC Project Evaluation documentation being signed by the parties' representatives.
   4. The documentation for any project necessarily incorporates into it this Agreement.
   5. If there should be a conflict with terms and conditions contained in any other documents related to the parties' relationship or any project related thereto, the terms and conditions set forth in this CCC 96 will take precedence.
   6. Unless otherwise specified in the project documentation, the parties agree to accept documents that are electronically signed in accordance with Government Code Section 16.5.

B. Parties Obligations:
   1. Sponsor agrees:
      a. To pay for all costs, including but not limited to, labor, material and supply costs negotiated and agreed to by the parties that are directly related to and necessitated by the project and that are set forth in the project documentation;
      b. To make available to the CCC adequate plans, specifications, materials, supplies, equipment and/or special labor requirements to complete the project as determined and agreed to by the parties as specified in the project documentation;
      c. To provide adequate technical supervision as determined and agreed to by the parties;
      d. To obtain approvals, clearances, and permits required by any local, state or federal entity, law, or regulation;
      e. To the extent any project involves the CCC performing work on private property, it shall obtain and/or has obtained all necessary approvals, authorizations and/or permits from the owners of said

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private property before the CCC begins project work on said property and that the CCC is authorized to perform the project work on said private property;

f. To obtain clearances and/or meet requirements, if any, of trade unions or other labor organizations occasioned by the participation of the CCC in the project;
g. To provide project sites that, to the best of the Sponsor's knowledge, are free of any known hazardous materials, but if there are any known hazardous materials present, the Sponsor shall provide the location, identity, and amounts of such hazardous materials as well as the associated Safety Data Sheets;
h. To provide or reimburse the CCC for acceptable temporary living accommodations for CCC personnel engaged in working on a project if: (1) the project is located at a site that is more than a one-hour drive from the designated CCC base center; and, (2) provision of such living accommodation is determined necessary by the parties;
i. To conduct an orientation with CCC personnel at the commencement of each project to explain the technical aspects, safety requirements and other relevant information necessary for the CCC to successfully complete the project including the identification of restroom facilities or alternatives;
j. To work with the CCC to conduct an educational or training presentation at the CCC base center or project site to CCC Corpsmembers; and,
k. To consider authorizing the CCC to place a sign, plaque or emblem on the project site that presents the CCC's contribution to the project.

2. CCC agrees to:
   a. Review project proposals submitted by the Sponsor and work with Sponsor to prepare project documentation for those proposed projects that are covered by the CCC's statutory mandate, consistent with the CCC's organizational priorities and within the CCC's operational capabilities;
   b. Provide CCC personnel, equipment and materials to perform the obligations specified in the project documentation. The CCC will

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only use personnel who have received adequate prior training and are sufficiently equipped for and alerted to the general nature of the hazards inherent in the scope of work; and,

c. Provide its personnel with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code.

3. The Sponsor and CCC mutually agree to the following:
   a. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;
   b. Mutual Indemnification:
      i. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Sponsor against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while performing the work set forth in this Agreement and/or the project documentation; and,
      ii. The Sponsor agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Sponsor while performing the work set forth in this Agreement and/or the project documentation;
   c. Insurance:
      i. The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of

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the law relating to such liability. Pursuant to those procedures, tort liability claims should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052; http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx in accordance with the California Government Code and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the CCC, motor vehicle liability claims should be presented to the Office of Risk and Insurance Management (ORIM), P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052 (link above). It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the CCC of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy of and currency of the addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the CCC is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

ii. The California Department of Human Resources has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation benefits for State employees and Corpsmembers as required by the California Labor Code.

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d. The California Labor Code Section 1720.4(c) specifically exempts the CCC from paying state prevailing wages to Corpsmembers when engaged in public works projects. The CCC is not subject to the federal prevailing wage requirements set forth in the Davis-Bacon Act (Title 40 USC 276A et seq.) when providing labor on federal government contracts. Title 29 of the Code of Federal Regulations (CFR), Section 5.2(h) specifically provides that a State is not considered a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees and/or personnel;
e. The California Business and Professions Code, Section 7040 exempts the State of California from contractor licensing requirements. The CCC is a state entity subject to the exemption;
f. Improvements and Land Use:
    i. All improvements constructed in whole, or in part by the CCC on lands owned or controlled by the Sponsor will remain the property of the Sponsor;
    ii. Permission to camp and/or perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor;
g. Emergency Services and Possible Delays:
    i. The CCC is required to provide emergency services when directed by the Governor of the State of California pursuant to an Executive Order, the Office of Emergency Services (Cal OES), Department of Forestry and Fire Protection (CAL FIRE) and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.
    ii. The CCC may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency conditions. The parties agree that any delay in completing the work by the CCC due to response to an emergency shall be excused and costs incurred by the delay shall be the responsibility of the Sponsor.

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iii. The resources of the CCC are limited and the public service conservation work of the CCC may be altered in priority from time-to-time. The parties agree that other than delays caused by the CCC's response to an emergency, all other delays by either party shall be excused and costs caused by delays shall be the responsibility of the party incurring such costs.

h. All contracts relating to the construction or operation of a project will contain a clause prohibiting discrimination and/or harassment against any person, employee or employee applicant engaged in the project work on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, and denial of family care leave;

i. Budget Contingencies:
   i. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have no liability to pay any funds whatsoever to Sponsor or to furnish any other considerations under this Agreement or related project documentation and Sponsor shall not be obligated to perform any provisions of this Agreement or related project documentation; and,
   ii. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State of California and the CCC shall have the option to either cancel this Agreement with no liability occurring to the State of California or CCC, or offer an amendment to the Agreement reflecting the reduced amount;

j. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;

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k. If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;
l. Neither the CCC nor the Sponsor may assign this Agreement or any interest therein without the written consent of the other party;
m. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;
n. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
o. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party; and,

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p. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.

Sponsor Information:

Sponsor Name:	Sponsor Department:
Address:	
Contact Person:	Phone:
Email Address:	

SIGNATURES

In Witness Whereof, the parties have agreed to the conditions of this Agreement as of the date shown below.

Sponsor Representative Signature:	
Print Name:	**Date:**

CCC District Director/Region Deputy Signature:	
Print Name:	**Date:**

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RETURN TO AGENDA

REPORT TO CITY COUNCIL, MADERA PUBLIC FINANCING AUTHORITY AND MADERA SUCCESSOR AGENCY

Approved by:

_____
Roger Sanchez, Director of Financial Services

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: B-9

SUBJECT:

Agreement with Hawkins, Delafield & Wood ("Hawkins") for the preparation of bond debt arbitrage analysis reports for the City, Madera Public Financing Authority and Madera Successor Agency (Agency) for five bonds

RECOMMENDATION:

Adopt a Resolution Approving An Agreement Between the City and Hawkins, Delafield & Wood to Prepare the Arbitrage Analysis Rebate Reports For The Fiscal Years (FY) 2021/22 Through 2023/24 for City, the Public Financing Authority and the Successor Agency

SUMMARY:

The City of Madera (City), Madera Public Financing Authority (Authority), and Madera Successor Agency (Agency) have five outstanding tax-exempt bonds that require that the earnings on the bond funds held by the trustee be analyzed periodically to determine whether the earnings have exceeded the Internal Revenue Service (IRS) rules threshold. If the City bond earnings exceed the IRS earnings rules, the City may be required to pay back a portion of those earnings to the IRS. The arbitrage analysis reports measure the earnings and identify any potential liability the City may have.

DISCUSSION:

The City, through a Joint Powers Agreement (JPA) with the Authority have issued three (3) bonds, the City has issued one (1) special tax bond and the Agency has one (1) tax allocation bond, all of which require arbitrage calculations be completed on a periodic basis. The following is a table of the relevant outstanding bonds and arbitrage reporting requirements.

Table 1. *Outstanding Bonds Requiring Arbitrage Analysis Reports*		
Bond Issue	*Amount of Original Issue*	*Report Frequency*
2019 Lease Revenue Bond – Fire Station (Authority)	$ 4,005,000	Annual
2019 Water Refunding Bond (Authority)	$ 9,016,903	5 years
2015 Water/Wastewater Refunding Bonds (Authority)	$ 30,140,000	Annual
2018A Successor Agency Tax Allocation Bonds (Agency)	$ 31,140,000	Annual
2018 Community Facilities District 2006-1 (City)	$ 2,452,228	5 years

Arbitrage is earned when the proceeds of a tax-exempt bond issue are used to acquire investments that earn a yield in excess of the bond yield (or arbitrage yield), the average yield issuers pay to their bondholders. Liabilities are measured by computing the excess amount earned on investments over the amount that would have been earned if the proceeds were invested at the bond yield. Unless the issuer can apply an exception or exemption to the arbitrage rebate and yield restriction requirements, excess earnings must be rebated to the IRS.

BNY Mellon, the trustee for all of the City's bonds, currently prepares the City's arbitrage rebate analysis reports. However, BNY is eliminating their arbitrage department and will no longer provide these services. The City paid $1,500 per report for the last several years.

A Request for Quote (RFQ) was sent out on June 10, 2021 to five (5) consultants and posted on the City's website. We received 6 responses, with estimated fees quoted as follows:

Table 2. *Responding Consultants and Estimated Fee Quote for Services*		
Consultant	*Quote – 5 years total*	*Ranking*
Hawkins, Delafield & Wood	$20,950	1
BLX Group, LLC	$26,400	2
Hilltop Securities	$27,750	3
Kutak Rock, Attorneys at Law	$28,250	4
PFM Asset Management	$29,500	5
Arbitrage Compliance Specialist	$11,350	6

Staff recommends Hawkins, Delafield & Wood as the consultant to prepare the City's arbitrage reports for the City's bond issuances. Hawkins provided a comprehensive proposal, detailing the firms process for analyzing and preparing the reports. They are a nation-wide law firm with extensive experience in municipal bond debt and a leading bond counsel firm. As a national law firm, Hawkins has access to attorneys and CPAs with relevant tax and municipal bond expertise.

The City received several proposals that were competitive with similar resources and expertise. However, Hawkins provided a comprehensive proposal with a competitive cost. Additionally, they have programs to train clients on post-issuance compliance, which is designed to assist municipalities maintain compliance with the IRS regulations.

FINANCIAL IMPACT:

The estimated fees for each report are funded by the Fund/Org in which the subject bond is accounted and paid for, as follows:

Table 3. *Budget/Fund Appropriation: 07/01/21-22 through 07/01/25-26 (5 years)*

Bond Issue	*Fund/Org/Object*	*Amount*
2019 Lease Revenue Bond – Fire Station (Authority)	1026-2500-6440	$ 8,000
2019 Water Refunding Bond (Authority)	2030-3820-6440	$ 3,000
2015 Water/Wastewater Refunding Bonds (Authority)	2030-3820-6440 2040-3430-6440	$ 4,000 $ 4,000
2018A Successor Agency Tax Allocation Bonds (Agency)	8040-0000-6440	$ 8,000
2018 Community Facilities District 2006-1 (City)	4850-0000-6448	$ 3,000
Total Contract Amount for 5 Years		**$30,000**

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this item is consistent with Strategy 115 of the Vision Plan – Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

Council may direct staff to award an agreement to a different firm.

ATTACHMENTS:

1. Resolution
2. Consulting Services Agreement with Hawkins, Delafield & Wood

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITY COUNCIL, MADERA PUBLIC FINANCING AUTHORITY, AND SUCCESSOR AGENCY APPROVING AN AGREEMENT WITH HAWKINS, DELAFIELD & WOOD TO PREPARE THE ARBITRAGE ANALYSIS REBATE REPORTS FOR THE FISCAL YEARS (FY) 2021/22 THROUGH FY 2023/24 FOR THE CITY, MADERA PUBLIC FINANCING AUTHORITY AND THE SUCCESSOR AGENCY

WHEREAS, the City of Madera has a responsibility to monitor the earnings on the proceeds of certain tax-exempt bonds and calculate arbitrage rebate liability; and

WHEREAS, the firm of Hawkins, Delafield & Wood engaged in a competitive Request for Quotes from firms who conduct such services; and

WHEREAS, the firm of Hawkins, Delafield & Wood submitted a quote and was ranked number 1 in the review process; and

WHEREAS, Hawkins, Delafield & Wood has considerable experience in preparing arbitrage analysis rebate reports; and

WHEREAS, the prices proposed for services as indicated in the agreement from Hawkins, Delafield & Wood are found to be fair and reasonable.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.

2. The Agreement between the City of Madera, Madera Public Financing Authority and Successor Agency and Hawkins, Delafield & Wood in an amount not to exceed a total of $30,000 for five (5) years, a copy of which is attached to this resolution and incorporated by reference, is hereby approved.

3. The Mayor is hereby authorized to execute the Agreement with Hawkins, Delafield & Wood.

4. The resolution is effective immediately upon adoption.

****

AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF MADERA AND HAWKINS, DELAFIELD & WOOD

This Consulting Services Agreement ("Agreement") is made and entered into on this 21st day of July between the City of Madera, a city under the laws of the State of California, the Madera Public Financing Authority, and the City of Madera Successor Agency hereinafter collectively referred to as "City" and Hawkins, Delafield & Wood ("Consultant").

RECITALS

WHEREAS, the City, the Madera Public Financing Authority, and the City of Madera Successor Agency require ongoing Arbitrage Rebate Analysis Services (hereinafter referred to "Services"); and,

WHEREAS, Consultant is qualified to provide the service of preparing said Arbitrage Rebate Analysis Services.

AGREEMENT

NOW, THEREFORE, and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereby agree as follows:

I. SCOPE OF SERVICES

1.1 General Scope of Services

Consultant shall provide Services related to the City and Agency. Services shall be completed in accordance with the arbitrage reporting requirements as outlined in the outstanding bond issues and Federal Internal Revenue Code and will include, but not limited to, all other duties and responsibilities as set forth in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference.

Each report will include all data required under Federal Internal Revenue Code and the terms for measuring arbitrage rebate outlined in the bond documents. The consultant will provide the City with the reports pursuant to the terms of the arbitrage reporting requirements.

1.2 Term

The term of Agreement shall begin on July 21, 2021 and continue for a five-year term through July 21, 2026, or until terminated by City or Consultant pursuant to the provisions of this Agreement.

II. COMPENSATION

Services shall be compensated on a per report basis in accordance with the estimated fee schedule as follows:

Fee per Annual Report	$ 950
Fee per Five Year Report	$ 2,550

Incremental Fees for Other Services (if applicable):

- Commingled Fund Analysis Fee $ 150
- Extended Computation Periods $ 400
- Transferred Proceeds Analysis Fee $ 150
- Universal Cap Analysis Fee $ 150
- Debt Service Fund Test Fee $ 150
- Yield Restriction Analysis Fee $ 150

III. METHOD OF PAYMENT

Consultant shall submit an invoice within thirty days of performing services stating the amount owed. Invoices are a per report basis.

Payment of the invoice will be made after acceptance by the City and Agency. Such acceptance shall not be unreasonably withheld.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnity

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant

arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss.

Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

V. TERMINATION

This contract may be terminated by either party on thirty (30) days written notice to the other. The City and Agency shall compensate Consultant for services performed and expenses incurred prior to the date of transmittal or receipt of said written notice.

VI. ATTORNEY'S FEES AND COSTS

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgement.

VII. NOTICES

All notices that are required to be given by one to the other under this Agreement shall be in writing to the other part.

City of Madera and Successor Agency
Attn: Finance Services Director
205 West Fourth Street
Madera, CA 93637
(559) 661-5453

Hawkins, Delafield & Wood
Attn: Takashi Iwata
One Embarcadero Center
San Francisco, CA 94111
(415) 486-4200

VIII. INDEPENDENT CONTRACTOR

In the furnishing of services provided herein, the Consultant is acting as an independent contractor and not an employee of the City. Consultant acknowledges and agrees that at all times, Consultant or any agent or employee of the Consultant shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Consultant, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Consultant, or any agent or employee of Consultant shall not have employee status with City, not be entitles to participate in an plans, arrangements, or distributions by

City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Consultant or any agent or employee of Consultant is liable for the acts and omissions of itself, its employees, and its agents. Consultant shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Consultant's performing services and work, or any agent or employee of Consultant providing same. Nothing in the Agreement shall be construed as creating an employment or agency relationship between City and Consultant or any agent or employee of Consultant. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the of Consultant's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Consultant performs work under this Agreement.

IX. COMPLIANCE WITH LAWS

In the performance of this Agreement, Consultant shall comply with all applicable local, state, federal laws and regulations and laws referenced in this section.

9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement.

9.2 Conflict of Interest. By executing this Agreement, Consultant certifies that it does not know of ay fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.) and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

9.3 Proprietary Information. In the performance of Services, Consultant may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Consultant, such information must be held by Consultant in confidence and used only in performing the Agreement. Consultant shall exercise the standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary or confidential information.

9.4 Nondiscrimination Requirements. Consultant shall comply with all state and federal laws in the administration of this Agreement.

9.5 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Consultant to remove from, City facilities personnel of any Consultant or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health ad well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

9.6 Public Records Act. Consultant acknowledges that this Agreement and all records related to its formation, Consultant's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code Section 6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

X. MISCELLANEOUS

10.1 Governing Laws. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

10.2 Assignment. Neither the City nor the Consultant will assign its interest in this Agreement without the written consent of the other.

10.3 Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be the County of Madera.

10.4 Entire Agreement. This Agreement and the attachments and exhibits incorporation herein, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

The City, Agency and Hawkins, Delafield and Wood have executed this Agreement as of the date set forth above.

CITY OF MADERA/SUCCESOR AGENCY

By:_____

ATTEST:

Its:_____

_____ Dated:_____, 2021

CITY CLERK of the City of
Madera, California

Approved as to form:

CONSULTANT

_____

City Attorney

By:_____

Its:_____

Dated:_____, 2021

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT provides services as follows:

1. Review key features of the bond transcripts for the following bond issues:

Table 1. Outstanding Bonds Requiring Arbitrage Analysis Reports		
Bond Issue	*Amount of Original Issue*	*Report Frequency*
2019 Lease Revenue Bond – Fire Station (Authority)	$ 4,005,000	Annual
2019 Water Refunding Bond (Authority)	$ 9,016,903	5 years
2015 Water/Wastewater Refunding Bonds (Authority)	$ 30,140,000	Annual
2018A Successor Agency Tax Allocation Bonds (Agency)	$ 31,140,000	Annual
2018 Community Facilities District 2006-1 (City)	$ 2,452,228	5 years

2. Conduct core analysis of each debt issuance to determine arbitrage yield and consider rebate exceptions.

3. Provide Arbitrage Compliance Report that summarizes assumptions and result of the arbitrage rebate calculations. Report will also include Hawkins Tax Opinion that the methodology used in the calculations is in conformance with the Code and Federal tax regulations.

4. Prepare and provide detailed instructions on filling IRS forms.

RETURN TO AGENDA

REPORT TO CITY COUNCIL, MADERA PUBLIC FINANCING AUTHORITY AND MADERA SUCCESSOR AGENCY

Approved by:

_____

Roger Sanchez, Director of Financial Services

_____

Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: B-10

SUBJECT:

Agreement with Thales Consulting, Inc. to prepare and file the City Financial Transaction Report, the Financing Authority Special District Report, and the Annual Transit Report

RECOMMENDATION:

Adopt a Joint Resolution Approving a Special Services Agreement between the City of Madera, Madera Public Financing Authority, and Successor Agency and Thales Consulting, Inc. for Three Fiscal Years Totaling $13,500

DISCUSSION/BACKGROUND:

Every City and Special District is required to report its financial transactions annually to the State Controller's Office. In addition, the City is required to file a Financing Authority Special District Report and an Annual Transit Report. The City may elect to file the reports through an independent auditor, via consultant, or even by using City staff members. In reviewing available options, it is staff's opinion that retaining a consultant continues to be the best and most cost-efficient method for the preparation of the necessary reports. Thales Consulting, Inc. has prepared the subject reports for the City since 2012. The previous agreement with Thales Consulting, Inc. expired after preparation of the FY 2019/2020 reports.

Review and selection were done in accordance with the City's purchasing policies as it relates to the hiring of consultants for this type of work. Based upon our findings it is recommended that the Council approve an agreement with Thales Consulting, Inc. to prepare the required reports for the fiscal years 2020/2021, 2021/2022 and 2022/2023, and authorize the Mayor or City Manager to execute the agreement for three fiscal years with Thales Consulting, Inc.

FINANCIAL IMPACT:

The cost to prepare the reports is $4,500 each and $13,500 total for all three years. Adequate funds have been appropriated for the FY 2020/2021 in the current budget for the Finance Department in the Contracted Services account. Table 1 provides a summary of the proposal.

Table 1: *Synopsis of 3-year proposal*

Report Name	FY 2020/21	FY 2021/22	FY 2022/23
City Financial Transactions Report	$3,300	$3,300	$3,300
Transit Report	$800	$800	$800
Financing Authority Transaction Report	$400	$400	$400
Total Cost	$4,500	$4,500	$4,500

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this item is consistent with Strategy 115 of the Vision Plan – Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

Council may choose not to approve resolution and agreement, direct staff to find another consultant or prepare the reports internally. Failure to timely and accurately file reports may cause the City to be out of compliance with certain granting and lending agencies, jeopardizing funding to the City.

ATTACHMENTS:

1. Resolution
2. Consulting Services Agreement between the City and Thales Consulting, Inc.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SPECIAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA, MADERA PUBLIC FINANCING AUTHORITY AND SUCCESSOR AGENCY AND THALES CONSULTING, INC., TO PREPARE AND FILE CITY'S FINANCIAL TRANSACTIONS REPORT, FINANCING AUTHORITY SPECIAL DISTRICT REPORT, AND ANNUAL TRANSIT REPORT FOR FISCAL YEARS 2020/21, 2021/2022 AND 2022/2023

WHEREAS, the City of Madera has a responsibility to provide certain reports relating to financial transactions, financing authority and transit to the State of California; and

WHEREAS, the firm of Thales Consulting, Inc. has agreed to provide the necessary reporting services in accordance with the terms of the Agreement; and

WHEREAS, Thales Consulting, Inc. has prepared the above reports for the City of Madera since FY 2012/2013; and

WHEREAS, the prices proposed for services as indicated in the agreement from Thales Consulting, Inc. are found to be fair and reasonable.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.

2. The Agreement between the City of Madera, Madera Public Financing Authority and Successor Agency and Thales Consulting, Inc., in an amount not to exceed $14,000, a copy of which is attached to this resolution and incorporated by reference is hereby approved.

3. The Mayor or City Manager is hereby authorized to execute the agreement with Thales Consulting, Inc.

4. The resolution is effective immediately upon adoption.

******

AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF MADERA AND THALES CONSULTING, INC. TO PREPARE AND FILE CITY'S FINANCIAL TRANSACTION REPORT FOR THE CITY OF MADERA, FINANCING AUTHORITY SPECIAL DISTRICT REPORT AND ANNUAL TRANSIT REPORT FOR FISCAL YEARS 2020/21, 2021/22 AND 2022/23

This Consulting Services Agreement ("Agreement") is made and entered into on this 21st day of July between the City of Madera, a city under the laws of the State of California, and the Madera Public Financing Authority hereinafter referred to as "City" and Thales Consulting, Inc. ("Consultant").

RECITALS

WHEREAS, the City and the Madera Public Financing Authority are required to provide certain financial transaction and transit reports to the State Controller's Office pursuant to Government Code Section 53891; and

WHEREAS, the City has the authority to contract for said services through a designated individual or entity.

WHEREAS. Consultant is qualified to provide the services of preparing said financial transaction and transit reports, (hereinafter referred to as "Services").

AGREEMENT

NOW, THEREFORE, and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereby agree as follows:

I. SCOPE OF SERVICES

1.1 General Scope of Services

Consultant shall provide Services related to the City and Authority. Services shall be completed in accordance with the State Controller's guidelines and will include, but not limited to, all other duties and responsibilities as set forth in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2 Term

The term of Agreement shall begin on July 21, 2021 and continue until the reports for fiscal year ending June 30, 2024 have been completed and filed, or until terminated by City or Consultant pursuant to the provisions of this Agreement.

II. COMPENSATION

Services shall be compensated on a per report basis in accordance with the fee schedule as follows:

Report Name	FY 2020/21	FY 2021/22	FY 2022/2023	Total
City Financial Transaction Report	$ 3,300	$ 3,300	$ 3,300	$ 9,900
Financing Authority Transaction Rpt	$ 800	$ 800	$ 800	$ 2,400
Annual Transit Report	$ 400	$ 400	$ 400	$ 1,200
Total amount each fiscal year	**$ 4,500**	**$ 4,500**	**$ 4,500**	**$13,500**

III. METHOD OF PAYMENT

Consultant shall submit an invoice within thirty days of performing services stating the amount owed. Invoices are a per report basis.

Payment of the invoice will be made after acceptance by the City. Such acceptance shall not be unreasonably withheld.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnity

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

V. TERMINATION

This contract may be terminated by either party on thirty (30) days written notice to the other. The City and Agency shall compensate Consultant for services performed and expenses incurred prior to the date of transmittal or receipt of said written notice.

VI. ATTORNEY'S FEES AND COSTS

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgement.

VII. NOTICES

All notices that are required to be given by one to the other under this Agreement shall be in writing to the other part.

City of Madera and Successor Agency
Attn: Finance Services Director
205 West Fourth Street
Madera, CA 93637
(559) 661-5453

Thales Consulting, Inc.
Attn: Joe Stimac
980 Ninth Street
Sixteenth Floor, PMB 1604
Sacramento, CA 95814
(530) 979-1648

VIII. INDEPENDENT CONTRACTOR

In the furnishing of services provided herein, the Consultant is acting as an independent contractor and not an employee of the City. Consultant acknowledges and agrees that at all times, Consultant or any agent or employee of the Consultant shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Consultant, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Consultant, or any agent or employee of Consultant shall not have employee status with City, not be entitles to participate in an plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Consultant or any agent or employee of Consultant is liable for the acts and omissions of itself, its employees, and its agents. Consultant shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax

withholdings, unemployment compensation, insurance, and other similar responsibilities related to Consultant's performing services and work, or any agent or employee of Consultant providing same. Nothing in the Agreement shall be construed as creating an employment or agency relationship between City and Consultant or any agent or employee of Consultant. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the of Consultant's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Consultant performs work under this Agreement.

IX. COMPLIANCE WITH LAWS

In the performance of this Agreement, Consultant shall comply with all applicable local, state, federal laws and regulations and laws referenced in this section.

9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement.

9.2 Conflict of Interest. By executing this Agreement, Consultant certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.) and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

9.3 Proprietary Information. In the performance of Services, Consultant may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Consultant, such information must be held by Consultant in confidence and used only in performing the Agreement. Consultant shall exercise the standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary or confidential information.

9.4 Nondiscrimination Requirements. Consultant shall comply with all state and federal laws in the administration of this Agreement.

9.5 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Consultant to remove from, City facilities personnel of any Consultant or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

9.6 Public Records Act. Consultant acknowledges that this Agreement and all records related to its formation, Consultant's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code Section 6250 et seq.). Such records

are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

X. MISCELLANEOUS

10.1 Governing Laws. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

10.2 Assignment. Neither the City nor the Consultant will assign its interest in this Agreement without the written consent of the other.

10.3 Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be the County of Madera.

10.4 Entire Agreement. This Agreement and the attachments and exhibits incorporation herein, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

The City, Authority and Thales Consulting, Inc. have executed this Agreement as of the date set forth above.

CITY OF MADERA/SUCCESOR AGENCY

By:_____

ATTEST:

Its:_____

_____ Dated:_____, 2021

CITY CLERK of the City of
Madera, California

Approved as to form:

CONSULTANT

_____

City Attorney

By:_____

Its:_____

Dated:_____, 2021

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT provides services as follows:

1. Prepare and file City's Annual Financial Transactions Report for FYs 2020/21, 2021/22 and 2022/23.

2. Prepare and file the City of Madera Financing Authority's Annual Financial Report for Special Districts for the FYs 2020/21, 2021/22 and 2022/23.

3. Prepare the Annual Transit Report for the FYs 2020/21, 2021/22 and 2022/23.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: C-1

SUBJECT:

Public hearing to approve the Community Development Block Grant (CDBG) 2021-2022 Action Plan final funding allocations, including Reprogrammed Funds ($1,312,192) and approve Subrecipient Agreements

RECOMMENDATION: Conduct a public hearing to receive final public input on the 2021/2022 Action Plan and:

1) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($5,000) with Big Brothers Big Sisters of Central California; and
2) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($5,000) with Doors of Hope Pregnancy Care Center; and
3) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($5,000) with Madera Coalition for Community Justice; and
4) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($17,856) with Madera Rescue Mission; and
5) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($36,500) with O.L.I.V.E. Charitable Organization; and
6) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($5,000) with Pequeños Empresarios; and
7) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($35,500) with Madera Coalition for Community Justice; and
8) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($32,500) with City of Madera, Parks & Community Services; and
9) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($20,000) with Community Action Partnership of Madera County, Inc.; and

10) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement ($60,000) and related Grant Regulatory Agreement and Declaration of Restrictive Covenants with James Mekalian DBA La Madera Accessible Living Studios; and
11) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($345,027) with Community Action Partnership of Madera County, Inc.; and
12) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($75,000) with Habitat for Humanity Greater Fresno Area; and
13) Adopt a Resolution Approving a 2021/22 CDBG Subrecipient Agreement for Services ($500,000) with City of Madera Public Works Department

SUMMARY:

The City of Madera (City) received notification from the U.S. Department of Housing and Urban Development (HUD) on May 13, 2021, that it was eligible to receive an allocation for the CDBG 2021-2022 fiscal year in the amount of $949,042. The City also identified unexpended funds from previous years' annual allocations totaling an additional $363,150 that were eligible to be reprogrammed into the subject year Action Plan. The public hearing is for City Council (Council) to approve final funding allocations and to enter into agreements with grant subrecipients.

DISCUSSION:

Any project or activity being conducted by City or a subrecipient must address at least one of the three HUD's National Objectives, when such a project of activity will be funded through CDBG allocated dollars.

HUD's National Objectives are as follows:

- Benefit to low- and moderate- income (LMI) persons; or
- Aid in the prevention or elimination of slums or blight; or
- Meet a need having a particular urgency (referred to as urgent need).

In addition, to ensure that funded activities further one of HUD's National Objectives, the City is required to identify priorities for its CDBG funds, through the development of a five-year Consolidated Plan. The City has identified the following primary- tier and secondary- tier priorities for funding cycles 2020-2024.

- Primary- Tier priorities
    - Quality Housing (Rent affordability and rental assistance)
    - Homelessness (Supportive services and prevention)
- Secondary – Tier priorities
    - Neighborhood Revitalization (Infrastructure Improvements, Streets/Roads/Lighting and Community Centers/Park)

The City received a total of fifteen applications for the CDBG 2021-2022 Notice of Funding Availability cycle, including: two for Administration, eight for Public Services, and five for Capital Projects/Public Improvements. The applicants provided brief presentations to the Block Grant Commission (BGC) during their special meeting on June 7, 2021, then brought those

recommendations before Council on June 16, 2021, during which meeting Council approved tentative allocations.

Council Tentative Allocations

During the Council meeting of June 16, 2021, Council voted unanimously to approve tentative allocations for the administrative category. Table 1 below shows the tentative allocations for Administration.

Table 1: *City Council Tentative Administration Allocations*		
Applicant	*BGC Recommended Allocations*	*City Council Tentative Allocations*
City of Madera – Action Plan Administration *Administration to Oversee CDBG Program*	$169,808	$169,808
CAPMC – Fresno Madera Continuum of Care *Point-in-Time Count Administration*	$20,000	$20,000
Total	**$189,808**	**$189,808**

Council deliberated on the Public Service funding applications and approved tentative allocations by a majority vote of 5-1. Table 2 below shows the Council tentative allocations for Public Services.

Table 2: *City Council Tentative Public Service Allocations*		
Applicant	*BGC Recommended Allocations*	*City Council Tentative Allocations*
Big Brothers Big Sisters of Central California – High School BIGS Program *Youth Mentoring STEM*	$5,000	$5,000
Doors of Hope Pregnancy Care Center – Building Better Parents *Parenting Supportive Services*	$5,000	$5,000
Madera Coalition for Community Justice – Madera Youth Leaders Street Art Project *Downtown Improvement Street Art*	$0	$5,000
Madera Rescue Mission – Homeless Services Program *Homeless Prevention and Services*	$20,356	$17,856
O.L.I.V.E. Charitable Organization – O.L.I.V.E. Safe House *Temporary Victim Housing*	$39,000	$36,500
Pequeños Empresarios – Virtual Program *Child Entrepreneurship Education*	$0	$5,000
Madera Coalition for Community Justice – Madera Rental Assistance Program *Non-COVID-19 Eviction Prevention*	$38,000	$35,500
City of Madera, Parks & Community Services – Madera Senior Nutrition & Recreation Programs	$35,000	$32,500

Senior Wellness, Meals and Recreation		
Total	**$142,356**	**$142,356**

Council deliberated on the Capital Projects/Public Improvements funding applications and approved tentative allocations by a majority vote of 5-1. Table 3 below shows the tentative allocations for Capital Projects/Public Improvements.

Table 3: *City Council Tentative Capital Projects/Public Improvements Allocations*

Applicant	*BGC Recommended Allocations*	*City Council Tentative Allocations*
James Mekalian – James Mekalian DBA La Madera Accessible Living Studios *Building Rehabilitation to Provide Affordable Housing*	$60,000	$60,000
CAPMC – CDBG 2021-2022 Housing Stabilization Program *Rapid Rehousing*	$345,027	$345,027
Habitat for Humanity Greater Fresno Area – City of Madera Exterior Paint Grant Program *Exterior Painting Revitalization*	$75,000	$75,000
City of Madera, Public Works Department *Sidewalk and ADA Corner Ramp Improvements*	$500,000	$500,000
Total	**$980,027**	**$980,027**

A thirty-day public review and comment period is required, following the approval of the tentative allocations. As of the writing of the staff report, City received written public comments as indicated on Attachment N.

FINANCIAL IMPACT:

This allocation will not have an impact on the General Fund. The City will be administering the grant with CDBG administration funds available and City's CDBG allocations will be administered with current City staff.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The HUD CDBG program supports the Vision Madera 2025 Plan as follows:

- *Strategy 136:*
  - Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.
- *Strategy 407:*
  - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- *Strategy 337:*
  - Develop programs for Maderans of all ages with an emphasis on youth and senior activities.

- *Strategy 121.1:*
    - Add facilities and amenities for the public.

ALTERNATIVES:

As an alternative, Council may:

1. Deny approval of the Agreements.
2. Direct staff to enter into alternate Agreements.

ATTACHMENTS:

1) Resolution
    Exhibit 1- Big Brothers Big Sisters of Central California Agreement
    - Exhibit A – Application
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report
    - Exhibit D – CDBG Certifications
    - Exhibit E – CDBG Accessibility Requirements

2) Resolution
    Exhibit 1- Doors of Hope Pregnancy Care Center Agreement
    - Exhibit A – Application
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report
    - Exhibit D – CDBG Certifications
    - Exhibit E – CDBG Accessibility Requirements
3) Resolution
    Exhibit 1- Madera Coalition for Community Justice Agreement
    - Exhibit A – Application
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report
    - Exhibit D – CDBG Certifications
    - Exhibit E – CDBG Accessibility Requirements
4) Resolution
    Exhibit 1- Madera Rescue Mission Agreement
    - Exhibit A – Application
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report
    - Exhibit D – CDBG Certifications
    - Exhibit E – CDBG Accessibility Requirements
5) Resolution
    Exhibit 1- O.L.I.V.E. Charitable Organization Agreement
    - Exhibit A – Application
    - Exhibit B – Budget
    - Exhibit C – Quarterly Activity Report

- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

6) Resolution

Exhibit 1- Pequeños Empresarios Agreement

- Exhibit A – Application
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

7) Resolution

Exhibit 1- Madera Coalition for Community Justice Agreement

- Exhibit A – Application
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

8) Resolution

Exhibit 1- City of Madera, Parks & Community Services Agreement

- Exhibit A – Application
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

9) Resolution

Exhibit 1- Community Action Partnership of Madera County, Inc. Agreement

- Exhibit A – Application
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

10) Resolution

Exhibit 1- James Mekalian DBA La Madera Accessible Living Studios Agreement

Exhibit 2- Grant Regulatory Agreement and Declaration of Restrictive Covenants

- Exhibit A – Application
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

11) Resolution

Exhibit 1- Community Action Partnership of Madera County, Inc. Agreement

- Exhibit A – Application
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications

- Exhibit E – CDBG Accessibility Requirements

12) Resolution

Exhibit 1- Habitat for Humanity Greater Fresno Area Agreement

- Exhibit A – Application
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

13) Resolution

Exhibit 1- City of Madera, Public Works Department Agreement

- Exhibit A – Application
- Exhibit B – Budget
- Exhibit C – Quarterly Activity Report
- Exhibit D – CDBG Certifications
- Exhibit E – CDBG Accessibility Requirements

14) Public Comments on the 2021-2022 Action Plan Tentative Allocations

Attachment 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($5,000) WITH BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with the Big Brothers Big Sisters of Central California in the amount of $5,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and Big Brothers Big Sisters of Central California.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Big Brothers Big Sisters of Central California, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $5,000.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain

all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time-cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of

copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for

planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
Big Brothers Big Sisters of Central California
4047 N Fresno Street
Fresno, CA 93726

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA:

By: _____
Elizabeth Smith, Operations Manager

Date: 7/7/2021

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: **Big Brothers Big Sisters of Central California**
Physical Address: Headquarters: **4047 N Fresno Street | Fresno, CA 93726** Local: **2300 W Industrial Avenue | Madera, CA 93637**
Mailing Address: Headquarters: **4047 N Fresno Street | Fresno, CA 93726**
Program Name: **High School Bigs Program**
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: **Tax ID Number: 94-1668376**
Grant Administrator (Principal contact) First & Last Name and Title: **Zenia Brizendine** | Program Manager + **Elizabeth Smith** | Operations Manager Telephone Number and Email Address: (559)268-2447 | zbrizendine@bigs.org | esmith@bigs.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: **Nidia Vargas | Program Coordinator** Telephone Number and Email Address: (559)268-2447 | nvargas@bigs.org
Amount Requested: **$ 10,000.00**

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☒ Font: 12 point ☒ Paper: 8 1/2 x 11 ☒ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☒ One-inch top, bottom, left and right margins ☒ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☒ No dividers	☒ Grant Application Coversheet
	☒ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☒ Program/Project Timeline
	☒ Budget Table
	☒ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☒ Marketing/Outreach Plan
	☒ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☒ References

Submittal Options

1) Email to: aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.

✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)
Big Brothers Big Sisters of Central California (BBBSCC) is applying for funding for a High School Bigs STEM Program. The program will be a variation of the traditional High School Bigs (HSB) program model previously implemented at three MUSD sites for over 15 years. The program provides youth in the community an opportunity to reach their full potential; BBBSCC works with youth considered at-risk to address the following community deficits: truancy, academics and social/ emotional development of youth. As part of our mission, the program provides youth with a positive role model in order to support positive choices and actions in life.
The High School Bigs Program is an opportunity for youth to mentor younger youth in their own community. Students meet once a week for 90 minutes at the designated site and participate in a wide range of activities. BBBSCC staff coordinates and supervises all match meetings and spend time providing match support and guidance to the matches, made up of one high school volunteer (Big) and one elementary school-aged mentee (Little). During the 90 minutes they spend together, Bigs and Littles bond by playing board games, engaging in sports, drawing, talking and learning through hands-on STEM activities. These mediums empower Littles to develop personal, intellectual and social skills. Most recent research finds this program to be as effective in bringing attitudinal changes as our community-based program where volunteers are adults (18 years +) from the community.
The proposed STEM program will meet every two weeks at rented or donated space within the City of Madera, contingent on the type of activity that will be featured during each meeting. Meetings will be supervised by three or more BBBSCC employees whom are professionally trained match support specialists.
According to www.mentoring.org, young adults who were at-risk for falling off track but had a mentor are 55% more likely to enroll in college, 78% more likely to volunteer regularly, 90% interested in becoming a mentor, 130% more likely to hold leadership positions. (https://www.mentoring.org/why-mentoring/mentoring-impact/)

EXISTING SERVICES: List other agencies currently addressing the need or problem described above.
The only program serving youth in the City of Madera with professionally supported one-to-one mentoring relationships is Big Brothers Big Sisters of Central California.

Explain how your program supplements or complements existing services without duplicating them.
Big Brothers Big Sisters of Central California partners with the youth's support team including parents/ guardians, teachers, counselors, social workers, mental/ behavioral health professional, Big (mentors) and more to collectively support our youth and help them achieve success. Furthermore, on a professional basis, BBBSCC collaborates with Madera Department of Social Services among other community agencies to refer children the program for services.

BBBSCC requirements for enrollment are that a youth meet two of the following criteria: 1. Eligible for free/ reduced lunch; 2. Come from a non-traditional household; 3. Have a parent or loved one with a history of incarceration OR be referred by school/ social worker for social/ emotional reasons. Based on BBBSCC criteria for enrollment, BBBSCC takes referrals from Madera County Department of Social Services, Madera Unified School District and mental/ behavioral health specialists. BBBSCC operates a very unique program, backed by data and a history of over 100 years; Neither of the professional entities listed have a program like that of BBBSCC, however the program compliments and supplements the gap in services not offered through other entities.

Additionally, elementary school students are not the only youth that benefit from being a part of the program. BBBSCC counts with the support of a foundation of a generous individual who annually donates scholarships to High School Bigs (mentors) who are a part of the program. Since 2014, mentors who were students at Madera High School and Madera South High School have been awarded over $35,000.00 in scholarship to further their education.

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

BBBSCC falls under the umbrella of the Big Brothers Big Sisters of America Federation. As such, BBBSCC uses tools developed, produced and analyzed by Big Brothers Big Sisters of America. Through the Youth Outcomes Survey (YOS), the following areas are analyzed and monitored: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system. A copy of the Youth Outcomes Survey (YOS) is attached.

Which National Objective does your program meet?

BBBSCC's HSB Program aligns with National Objective #1: Benefit to low and moderate-income persons or households. This program aligns with crime prevention, social services and contribution to educational success of youth.

Which measurable objectives does your program meet?

BBBSCC measures a youth's social-emotional growth in the following areas: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system.

How will your program meet its goals in one year?

The aforementioned objectives are measured on an annual basis by Big Brothers Big Sisters of America and/or BBBSCC. By forming a partnership with the youth's advocates, parent and Big, all parties work collectively to help youth achieve success. Data from the surveys is analyzed and compared from a baseline to the match's first anniversary and every anniversary thereafter.

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Historically, the High School Bigs Program has been funded in its entirety by Madera Unified School District (MUSD). However, BBBSCC has found it in the best interest of our clients to modify the program meetings and curriculum to offer the program to the entire City of Madera in comparison to only three school sites in previous years. BBBSCC is confident that making minor pivots in the implementation of the program will broaden the agency's reach in serving more youth, raising awareness of the power of mentoring and empowering youth.

The agency respectfully requests that the City of Madera sponsors $10,000.00 for the success of this program. Program meetings will happen bi-weekly either in person or through an online platform such as, but not limited to Zoom and Skype and will consist of STEM learning kits and module supplies, facility rental when appropriate and other costs directly associated with operating the program in the City of Madera. While $10,000.00 will not cover the entire cost of the program, BBBSCC is committed to seeking sponsorship or donations from public and private entities alike. At the present time, private or additional funding has not been secured, however this will not be a limiting factor; BBBSCC leadership believes that serving the youth of Madera is paramount, especially during these unprecedented times. In the unlikely case that not sponsorship or donations are raised to cover the expense of operating the High School Bigs STEM Program in Madera, agency leadership will seek approval from the Board of Directors to make up the difference using BBBSCC's general fund.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

Agency leadership is committed to offsetting the cost of the program with funds raised through sponsorship and donations from public and private entities. The agency and its leadership have the discretion to assign unrestricted funds to this cause and will consider all viable options such as fundraising, solicitations and donations.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Due to unforeseen circumstances that have hindered the successful operations of the traditional High School Bigs Program, BBBSCC has maintained an open line of communication with parents, Bigs and Littles previously enrolled in the program; Parents are constantly reaching out to BBBSCC staff seeking an update on the program to serve their youth. With this in mind, it was fitting to reach out to the same parents that continue to be involved and rally their support for the application of this grant.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

While Big Brothers Big Sisters of Central California serves children outside of the Madera city limits, those programs are funded through their own sources. Two examples are Oakhurst High School Bigs Program, funded by Bryant's True Value Home Center and Chowchilla High School Bigs funded through Chowchilla Elementary School District and Chowchilla Union High School District. The funds requested herein are specifically to serve youth residing within city limits; However, BBBSCC will not turn a child away due to living outside the city limits – the agency will make every effort to serve a youth to the best of their capacity, or if appropriate, refer youth

to a partnering agency to ensure that the youth's needs are met.

When there is an overflow of clients, how is it determined whom to serve?
Big Brothers Big Sisters of Central California is committed to serving youth who are interested in being a part of the program. By pivoting the direction of the program and meetings, the agency will make the program and services available to more youth than ever before; the only limitations the agency foresees is a need for more mentors. In the event that is the case, youth will follow the enrollment process and be placed on a waitlist. Youth who are on the waitlist will be included in program meetings and will be afforded the option/ opportunity to be enrolled in the Community Based or Lunch Buddies Program, working with adult volunteers.
BBBSCC is honored to operate three separate programs, all benefiting the youth of Madera.

Discuss your program's/project's successes.
For over 15 years, BBBSCC and its dedicated team of staff have served thousands of youth participating in the High School Bigs Programs. One heartwarming and success story that stands firm in Madera has its beginning in 2010. A 10-year-old female child (Little) was matched with her mentor (Big) for 3 years, until her Big's graduation from Madera South High School in 2012. Big Sister continued to mentor her Little while simultaneously pursing higher education; Big was was hired as a teacher's assistant with BBBSCC in 2016. The match eventually closed, but the two remained in contact that was approved by Little's parent/ guardian. The program made such an impact on Little Sister, that as soon as she became a freshman, she signed up to be a mentor herself; She went from being a Little in the program for many years to giving back to her community and mentoring a young child herself. The mentor continues to keep in touch with her former Little, has committed to mentoring a second Little, and is in the final stages of completing her teaching credential at California State University, Fresno.
Throughout the years, our dedicated team of staff has witnessed the youth we serve grow and evolve into the best version of themselves. Many Littles have returned to the program to become Bigs; Bigs have returned as college Bigs and/ or hometown success stories. From many parent accounts, BBBSCC has received feedback about their youth's positive experience and growth in the program.
Most importantly, through their participation in the program and the support provided by a professional trained match support specialist, youth are given hope, empowerment and the ability to see their own potential; these key ingredients have the power to ignite the power and promise of youth.

Discuss your program's/project's past performance (2015 to 2020).
Through the Youth Outcomes Survey (YOS), the project has seen the youth in the program continuously improve in the following areas: social acceptance, scholastic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, truancy, ability to trust and confide in a special adult (mentor) and deterrence of the juvenile justice system.
During the 2018-19 school year, the High School Bigs Program was not operating at any MUSD site, however BBBSCC continued to hold monthly meetings, the Annual Holiday Party and match support for our clients. During the 2019-20 school year, a number of issues impeded the successful implementation of the program as prescribed, including the timeline to begin program meetings and the COVID-19 pandemic. As we enter into a new fiscal year, we are starting to see the effects of COVID-19 subside; the agency is cautiously optimistic about returning to in-person meetings

and will continue to follow CDC guidelines and have a back-up plan to continue to serve youth and deliver a high-caliber program. Through it all, our team continues to provide match support and resources to the families in our program. Child safety and quality service-delivery remain at the forefront of our priorities.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

The concept of the program remains the same, however each year a number of Bigs and Littes move on from the program for a number of reasons including but not limited to: promotion to 7th grade, graduate from high school, relocation, etc. At the start of each school year, reasonable effort is made to have visibility on school campuses to recruit volunteers and clients. The quantitative goal of the program is to serve a minimum of 40; 20 Bigs and 20 Littes.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	200+	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	40	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X*
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

*low income is an assumed benefit, since clients typically qualify for free/ reduced lunch

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		20	20					
GENDER	Female	25						
	Male	15						
FEMALE HEAD	90%							

Ethnic Categories*	No.
Hispanic or Latino	90%
Not-Hispanic or Latino	10%
Racial Categories*	
American Indian or Alaska Native	
Asian	
Black or African American	5%
Native Hawaiian or Other Pacific Islander	
White	95%
Other	

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: Big Brothers Big Sisters of Central California

PROJECT NAME: High School Bigs Program

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$9,000
Postage	$300
Consultant Services	
Maintenance/ Repair	
Publications/ Printing	$200
Transportation/ Travel Required for Business	$500
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	
Telephone	
Other Expenses (specify)	

CIP REQUESTS ONLY:

Lead-based paint assessment/ abatement	
Construction/ Renovation	
Consultant/ Professional Services	
Construction Management	
Other Expenses (specify)	

TOTAL CDBG PROJECT BUDGET **$10,000**

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
   Attached please find a letter from Veronica, a parent whose children have been in the program for a number of years. Veronica embodies a parent-partner and is equally committed to helping her children achieve success in life.

2. Note complaints that have been received, etc.
   BBBSCC is not aware of any complaints made against the agency.

3. Evidence of collaboration with other agencies within the community.
   BBBSCC works closely with Madera Co. Department of Social Services (DSS), Madera Co. Probation, Madera Co. Food Bank and Madera County Community Corrections Partnership (CCP), in addition to service groups such as: Madera Rotary, Madera Sunrise Rotary, Tobacco Coalition, Community Action Partnership of Madera Co.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.)

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Tom Wheeler	Madera Co. Supervisor	Madera Co. Board of Supervisors	(559) 675-7700	supervisortomwheeler@yahoo.com
Ryan McWherter	Executive Director	Madera Co. Food Bank	(559) 674-1482	rmcwherter.maderafoodbank@gmail.com
Tricia Kingsley	Customer Service Associate I	JBT Food Tech	(559) 661-3200	tricia.kingsley@jbtc.com

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? The agency's board of directors meet once a month.

What was the average number of Board members attending meetings last year? Average of 8

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

The bylaws do not set a limit Minimum The bylaws do not set a limit Maximum

Please provide the following information:

Date of Incorporation: October 14, 1968

IRS Employer Number: 94-1668376

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

How often are financial records audited, and by whom?

The agency's financial records are audited annually by Horg & Gray, CPA.

Are the treasurer and/or other financial officers bonded? NO

If so, for how much? N/A

List any judgments or pending lawsuits against the agency or program:

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Big Brothers Big Sisters of Central California do hereby resolve that on May 28 2021, the Executive Board reviewed this application and, due to the COVID-19 pandemic is not able to meet in person. However, the Executive Board approved this application via email for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: May 28, 2021

AGENCY NAME: Big Brothers Big Sisters of Central California

ADDRESS: 4047 N Fresno St, Fresno, CA 93726 | 2300 W Industrial Ave, Madera, CA 93637

TELEPHONE: (559)268-2447

Email Address esmith@bigs.org

By: William Hicks
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: _____ _____
Executive Director

RETURN THE APPLICATION BY EMAIL OR CALL THE GRANTS DEPARTMENT TO SCHEDULE DROPPING OFF A HARD COPY.

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Big Brothers Big Sisters of Central California do hereby resolve that on May 28 2021, the Executive Board reviewed this application and, due to the COVID-19 pandemic is not able to meet in person. However, the Executive Board approved this application via email for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: May 28, 2021

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ADDRESS: 4047 N Fresno St, Fresno, CA 93726 | 2300 W Industrial Ave, Madera, CA 93637

TELEPHONE: (559)268-2447

Email Address esmith@bigs.org

By:_____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: _____
Executive Director

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DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

FY 2021-22 CDBG PROJECT

AGENCY: Big Brothers Big Sisters of Central California

PROJECT NAME: High School Bigs Program

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$9,000
Postage	$300
Consultant Services	
Maintenance/ Repair	
Publications/ Printing	$200
Transportation/ Travel Required for Business	$500
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	
Telephone	
Other Expenses (specify)	

CIP REQUESTS ONLY:

Lead-based paint assessment/ abatement	
Construction/ Renovation	
Consultant/ Professional Services	
Construction Management	
Other Expenses (specify)	

TOTAL CDBG PROJECT BUDGET	**$10,000**

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Big Brothers Big Sisters of Central California**
4047 N Fresno St.
Fresno, CA 93726

PROJECT TITLE: High School BIGS

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($5,000) WITH DOORS OF HOPE PREGNANCY CARE CENTER

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Doors of Hope Pregnancy Care Center in the amount of $5,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and Doors of Hope Pregnancy Care Center.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND DOORS OF HOPE PREGNANCY CARE CENTER

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Doors of Hope Pregnancy Care Center, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $5,000.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain

all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time-cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of

copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for

planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
Doors of Hope Pregnancy Care Center
PO BOX 515
Madera, CA 93639

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

DOORS OF HOPE PREGNANCY CARE CENTER:

By: Linda Garner
Linda Garner, Director

Date: 07/06/2021

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: **Doors Of Hope Pregnancy Care Center**
Physical Address: **500 E. Almond Ave, #5A, Madera CA 93637**
Mailing Address: **PO Box 515, Madera CA 93639**
Program Name: **Building Better Parents**
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: **42-1593588**
Grant Administrator (Principal contact) First N & Last Name and Title **Linda Garner, Founder/Director** Telephone Number and Email Address: **(559) 662-8629** **doorsofhopemadera@sbcglobal.net**
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: **Deborah Holiday, Client Services Dir.** Telephone Number and Email Address: **(559) 662-8629** **doorsofhopemadera@sbcglobal.net**
Amount Requested: $ ___**31,005.00**_____

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☐ No dividers	☑ Grant Application Coversheet
	☑ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☐ Program/Project Timeline
	☑ Budget Table
	☑ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☑ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☑ References

Submittal Option

1) Email to:
   aestrada@madera.gov

CITY CDBG CONTACT: aestrada@madera.gov
559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Queston No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
	Total	

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- **Continue services recognized by the community as essential.**

Applications for Funding

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:

Doors Of Hope has served the families of Madera since 2003. Offering free & confidential services to those who are unable to pay for classes. Or travel to another city where required services are offered and pay the cost of class.

EXISTING SERVICES:

Other agencies providing services; Madera Action Committee – offers group classes only, MUST be referred or have a child in Head Start program, County pays for fees – First 5 Madera County, offers group parenting support and activities to parents with child(s) 0-5 only.

Explain how your program supplements or complements existing services without duplicating them.

Doors Of Hope serves any member of the community free of charge; women, men, single parents/divorced or married couples. Doors Of Hope is the only agency offering Co-Parenting classes for separated/divorced parents, providing skills on how to communicate between parents, ending the conflict, learning to put the children first. Other services listed below; Anger Management, Fatherhood and Marriage Counseling ACE Counseling are not offered by other local agencies.

Services offered include but not limited to:

- **Practical support beginning with pregnancy tests, prenatal education, parenting classes for parents(s) of children 0-17**
- **Emotional support and spiritual growth by caring compassionated peer counselors**
- **Practical Fatherhood classes, Marriage Counseling and Anger Management classes**
- **Abstinence/STIs Education for teens and young adults.**
- **Peer Counseling/mentoring and ACE sessions led by Certified Instructors**
- **All classes are provided on a one-on-one bases, no group to join**
- **Most classes in English and Spanish languages.**

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Each client is required to complete a detail request for services form, showing personal information and his/her needs(s) and is followed up with weekly notes and exist form showing progress, understanding of material and counseling sessions. All information is transferred to online data program for weekly, monthly and annual statistical reporting. **See Attachments**

Which National Objective does your program meet?

Public Services / Continue services recognized by the community as essential.

Which measurable objectives does your program meet?

Doors Of Hope:

- **Increase in client numbers attending weekly classes and receiving certificates of completion**
- **Increase in mandated clients completing classes**

How will your program meet its goals in one year?

Doors of Hope will reach our goals by providing:

- **Providing additional bilingual staff members from two days a week to 4 days, to meet the increase in Spanish speaking clients.**
- **Increase male volunteer advocates to meet the needs of male clients for Fatherhood program.**

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. **NO**

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

Doors Of Hope is supported by the generous gift/donation from individuals, congregations and businesses within our community and several supporters from as far away as New York, Nevada, Florida and Oregon. Our annual "Change For Babies" fundraiser (which was postponed due to Covid-19 in 2020), is in progress for 2021. We project funds of $8,000+ for 2021.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Doors Of Hope placed an online "survey" request on facebook, asking for comments from current and past clients, supporters and community members. A Personal Comment form was shared with current clients as they attended their weekly class. Received email survey comments, exit form comments, community supporter comments and letters. See attachments.

These responses show that Doors Of Hope is a valuable asset to Madera, offering the services and resources needed by many within our community and allowing others to not only help monetarily but with the many gifts of infant/toddler items for moms and dads in need.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

Doors of Hope serves all who come to us from within the city and county. Regular monthly donations from supporters are used for all clients.

When there is an overflow of clients, how is it determined whom to serve?

Doors Of Hope makes every effort to serve all that come to the Center. Clients are encouraged to make an appointment but walk-ins and emergencies are worked into the day's schedule if at all possible.

Discuss your program's/project's successes.

Doors Of Hope successes for 2020 include but not limited to:

- **Increase in mandated client who complete required classes from 44 to 115 receiving their certificates of completion.**
- **Serving 202 households with 71,976 diapers for 214 children 0-5 (number of visits for class / diapers 2189)**
- **New staff full-time bilingual advocate (4 days per week)**

Discuss your program's/project's past performance (2015 to 2020).

Year	#Clients	#Visits/Class	#New Clients	#Female Clients	#Male Clients	#Diapers Distributed
2015	382	1822	211	329	53	n/a
2016	413	2385	247	321	92	n/a
2017	468	2873	306	336	132	n/a
2018	360	2176	201	265	94	n/a
2019	415	2544	257	291	122	78,282
2020	**471**	**3588**	**130**	**401**	**70**	71,976 *
1/1 to 5/20 2021						84,098

- ***NOTE: Due to Covid-19 restrictions, we still distributed diapers to clients, we began giving them a month's supply to keep personal contact to a minimum.**

- **Steady increase in client's participation, both voluntarily and mandated by Family Court Services and other agencies.**
- **Seeing more clients continue they participation in classes after completion of first class; parenting to anger management or from prenatal/child development to Strengthening Families for older child(s)....**

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

Doors Of Hope strives to implement new services/programs that will serve the needs of our clients.

- **Staff and volunteers are ask to participate in online training, reading training material and seek certification in parenting educator programs to will better serve our clients.**
- **Search for educational curriculum especially in Spanish.**
- **Increase in number of clients served.**

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	715	
2. Indicate the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	273	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		3	6	81	183			
GENDER	Female	205						
	Male	68						
FEMALE HEAD	55							

Ethnic Categories*	No.
Hispanic or Latino	210
Not-Hispanic or Latino	63
Racial Categories*	
American Indian or Alaska Native	2
Asian	1
Black or African American	2
Native Hawaiian or Other Pacific Islander	1
White	52
Other	5

Information for the above was gathered from the American Community Survey at Census.gov, data.census.gov/cedsci/=Madera city, usa.com.

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and

FY 2021-22 CDBG PROJECT

AGENCY: _____Doors Of Hope (Parenting) Pregnancy Care Center_____
PROJECT NAME: ____Building Better Parents_____

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$4,000.00
Supplies	$1,200.00
Postage	$1,000.00
Consultant Services	$2,000.00
Maintenance/Repair	$750.00
Publications/Printing	$600.00
Transportation/Travel Required for Business	$1,000.00
Rent (portion allocated to this program)	$9,600.00
Equipment Rental	-0-
Insurance	$2,200.00
Utilities	$1,800.00
Telephone	$1,440.00
Other Expenses (Specify):	$5,415.00

Storage $2,400.00
Website $115.00
Support Contract $900.00
Client Exp. (classroom materials/programs) $2,000.00
Total of Other Expenses: $5,415.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement _____
Construction/Renovation _____
Consultant/Professional Services Construction Management Other _____
Expenses (Specify): _____
_____

TOTAL CDBG PROJECT BUDGET: $31,005.00

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

   Doors Of Hope placed a survey page on facebook, asking for input from current and former clients and supporters. All clients complete an evaluation form after first and last class/visit. See attachments.

2. Note complaints that have been received, etc. NONE

3. Evidence of collaboration with other agencies within the community.

Doors Of Hope has worked with the following agencies on various programs: Madera Cty Health Depart/Baby Box Program, "Cribs for Kids" Program – Central California Food Bank/Clean & Healthy Diaper Program 2019-2021 (distributing 231,702 diapers) - Madera Food Bank/distributing baby food and formula and diapers - LOVE INC/helping parents with diapers/baby formula and clothing. - Referring clients to Celebrate Recovery Programs for additional help.

4. Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

Clients complete an intake form which ask for current income for household. Information is placed in data software system for reporting. Currently 58% of client are below the poverty line. Past reports have shown higher numbers.

Staff Experience/Knowledge/Education

Senior Management Staff / Personnel

Linda Garner Founder-Executive Director
Experience:
Church Administrator 1993 – 2007
Client Advocate
Certified Pastoral Counselor
ACE Certified Instructor
Licensed Christian Worker

Deborah Holiday Client Services Director
Client Advocate
Certified Anger Management Specialist 1,
Certified Pastoral Counselor
ACE Certified Instructor,
Certified Parent Instructor
Licensed Christian Worker

All volunteers serve one (1) day per week and have received 22 hours of training and continued education during their year of service.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? _____**3 times annually**_____

What was the average number of Board members attending meetings last year? ____**4**_____

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

____**3**__ Minimum ____**5**____ Maximum

Please provide the following information:

Date of Incorporation: _____**May 21, 2003** _____ #2537790_____

IRS Employer Number: _____**42-1593588**_____

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation. **See attachment**

How often are financial records audited, and by whom? ___**N/A**_____

Are the treasurer and/or other financial officers bonded? ___**NO**___

If so, for how much? _____**-0-**_____

List any judgments or pending lawsuits against the agency or program:

_____**-0-**_____

List any outstanding obligations:

_____**-0-**_____

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Doors Of Hope Pregnancy Care Center do hereby resolve that on 5/24, 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: **5/24/___, 2021**

AGENCY NAME: Doors Of Hope Pregnancy Care Center

ADDRESS: **500 E. Almond Ave, Suite 5A, Madera CA 93637**

TELEPHONE: 559-662-8629

Email Address doorsofhopemadera@sbcglobal.net

By: _____
Linda Garner, President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: Linda Garner Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

Doors Of Hope Pregnancy Care Center

Mission Statement:

The mission of Doors Of Hope Pregnancy Care Center is to share the Gospel of Jesus Christ by offering practical, emotional, and spiritual support to women, me and children who are facing an unplanned pregnancy, abortion related concerns, or parenting issue, including but not limited to, the provision of free pregnancy tests, peer counseling and mentoring parenting and co-parenting classes, anger management counseling, information regarding abortion risks and other related programs and services.

"Offering Biblical hope with practical helps"

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 21 2008

Employer Identification Number:
42-1593588
DLN:
17053033711098
Contact Person:
MICHELLE A GLUTZ ID# 31213
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

DOORS OF HOPE PREGNANCY CARE CENTER
C/O LINDA GARNER
PO BOX 515
MADERA, CA 93639-0000

Dear Applicant:

Our letter dated July 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

Robert Choi

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

o Was your experience working with this agency successful? o Have you seen at least one very successful project developed by this organization/agency? o Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Sally Moreno	District Attorney	Madera Cty District Attorney	559-675-7703	Sally.moreno@maderacounty.com
Anna Moradian	Family Court Services	Superior Court of Calif Madera	559-416-5560	Annamoradian@courts.ca.gov
Sylvia Stratford	PHN2/RN Perinatal Service Coordinator	Madera County Health Department	559-675-7893	Sylvia.stratford@maderacounty.com

Additional References: (from Clients, Community Members, Supporters, Ministry Leaders)

Chaplain Jim Adair / Madera Cty. Corrections 559-645-1521 jim.adair@maderacounty.com

Pastor Tim Echevarria / The Remnant Church 559-479-1387 echevarria2964@yahoo.com

Pastor John Pursell / The Believers Church 559-661-1411 johnpursell@att.net

Barbara Thomasson / Retired / Supporter 559-232-0566

Earl Walls / Aux. Officer Fresno / Supporter 559-304-5513

Cheryl Stofle / Supporter / Past Volunteer 559-307-4971

Steve & Kim Imrie / Retired / Supporter 559-706-9059

Charlotte Chapman /Local Rancher 559-223-1463

Valley West
CHRISTIAN CENTER

Tuesday, May 25, 2021

To Whom It May Concern:

My name is Lance Leach and I am a Pastor at Valley West Christian Center in Madera California. When I started ministry in Madera, it was as a Youth Pastor. It was September 1, 1991, and I was excited and ready for anything! One of the very first things I was able to attend was a banquet for this new ministry called Doors of Hope. It was at a local church in town and as I was re-acquainting myself with many in the community, I met Linda Garner as she began to share her passion for this ministry.

It is 30 years later and Linda and I are still in Madera and still serving those that God has called us to serve. It has been a true blessing to work alongside Linda and Doors of Hope for these 30 years. Their mission is simple; to help people recognize the importance of life and to recognize the voice of the unborn. For 30 years, this ministry has helped usher thousands of lives into our community, lives that today are beginning their own families.

These families are caught in a crisis and often without a stable relationship in their lives to give them advice, support and direction. Doors of Hope has crossed many barriers over the years; volunteerism, finances, languages, politics and legislation. They have never given up, backed down nor "taken a break." They cannot take a break, because the unborn need a voice and cannot afford for those who represent them to take time off.

Doors of Hope, Linda and her staff are extremely well thought of in Madera. They look to help other community organizations and participate in community building events. They are a serving, loving, non-judgmental essential part of the community here. They breathe life into the very mouth of death. They turn mourning into dancing! They bring hope to the hopeless. We, along with many other churches in Madera, do a lot to make sure this knowledgeable service is available for the people of our community. Apart from Doors of Hope, we would only be able to accomplish a small percentage of what they have learned and been entrusted to deliver to people in their desperate hour of need.

Any help that your organization can give Doors of Hope would be extremely appreciated by myself, our congregation and the community of Madera. Thank you for your time and if I can be of any other assistance, please feel free to call me at (559) 674-8922 or email me at l.leach@maderavwcc.com.

Sincerely,

Lance Leach
Pastor VWC

Roger D. Leach, Senior Pastor
101 West Adell Street, Madera, California 93638 • Office (559) 674-8922 • Fax (559) 674-8955
www.maderavwcc.com

Survey for DOH

From: linda@lindagarner.me

To: doorsofhopemadera@sbcglobal.net

Date: Wednesday, May 26, 2021, 11:09 AM PDT

-------- Original Message --------
Subject:
From: +15592329129@myboostmobile.com
Date: Wed, May 26, 2021 11:02 am
To: linda@lindagarner.me

To whom it may concern,

I have been acquainted with Doors of Hope Center from its inception. I have observed it develop from small beginnings to become a greatly effective asset to the Madera community.

Family counseling, the providing a practical items such as clothing for babies, diapers etc. They have served our community well. Many families have been helped that might have fallen through the cracks otherwise.

I fully endorse their work and believe they are worthy of any assistance that can be afforded their mission to help others.

Respectfully yours,

Pastor John Pursell

Survey- Brittany Gallegos

From: Brittany Gallegos (brittany23_renee@yahoo.com)

To: doorsofhopemadera@sbcglobal.net

Date: Thursday, May 13, 2021, 8:59 PM PDT

Hello, I am a current client. Yes I received the help I needed. I was homeless at the time with 2 children and I was in need of diapers, prayer, and support. I received just that and more from this agency! They supplied me with baby wipes, hand sanitizer, face masks, and antibacterial wipes. So handy in these difficult times! I was most definitely treated with respect. Yes I received resources for my children. I learned about how to deal with their temper tantrums and some techniques to help with it. I am so grateful for Doors of Hope, truly a blessing from God. Thank you and may God's blessing continue to pour out on you all!!

Attachments: Letters, Comment Forms and copies of Exit Forms from Community members, current and former clients.

Due to Confidentiality rules:

Names on some forms have been blacked out.

Client's Personal Comments

Please share any comments regarding Doors Of Hope and it's services.

Examples: Was class beneficial? Personal thoughts regarding class material. Were you treated with respect? Was staff helpful? Would you refer others to Doors Of Hope?

Name: Clemente [redacted] Date: 5-19-21

Comments: I started he at Doors of hope, on 3-8-21. I didn't Relize how great this program is, I mean the very first time i came through the doors i was treated with respect, the staff was very helpful in every way. But the Biggest thing that stood out for me was that everything that was Being thought was Based on the Word of God, that mean's so much to me. Also the Material is Realy Good and very helpful in what i need help in. I took a Anger Management Class at Margery Mason Center about 2-3 years ago. let me tell you the way i walked in is the way i Walked out i learned nothing from that Class it was a waste of 300 dollors. So with that Being said i will refer Door's of hope to anyone who truly is looking for Change in there life.

Client's Personal Comments

Please share any comments regarding Doors Of Hope and it's services.

Examples: Was class beneficial? Personal thoughts regarding class material. Were you treated with respect? Was staff helpful? Would you refer others to Doors Of Hope?

Name: Tisha [redacted] Date: 5/20/21

Comments:

The Staff at Doors of Hope were not only respectful but extremely helpful. I came to them for help at one of lowest times in my life. They were very Knowledgable and taught me practical strategies to use in my life. The best part was that these strategies were taught along side of my beliefs. I felt very comfortable and was able to discuss personal issues with cofidence that it was cofidential. I would reccomend Doors of Hope to anyone who is strugg-ling with divorce or coparenting. I actually have to my brother and good friend who are struggling with divorce and co-parenting.

Client's Personal Comments

Please share any comments regarding Doors Of Hope and it's services.

Examples: Was class beneficial? Personal thoughts regarding class material. Were you treated with respect? Was staff helpful? Would you refer others to Doors Of Hope?

Name: Allisson [redacted] Date: 5/20/21

Comments:

Doors of Hope has been such a blessing to me and my children. They have helped me in many ways financially, emotionally, and with the classes the offer they have educated me. During the time they offered diapers was very much a God sent because financially I was in the roughest point in my life, it released such a huge weight on my shoulders knowing my Children would have the necessities a child needs. I would say it was a hand up because they provided diapers to parents in need but they also offered classes for parents and they have a wide variety of material so it helped me on my parenting skills, and what to expect out of my children and so on. The knowledge I've gained has helped create a happy home for my kids and especially the diapers has made me feel the spirit of Christmas many times throughout a year. I Cant express how grateful I am.

Client:#_____
__/__/__ ID Copy ☐
Advocate: _____

SERVICES EVALUATION FORM

Doors of Hope Center

Please take a moment to help Doors of Hope Center enhance its services to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name / Nombre: Stephanie [redacted]

	Circle One / Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? *¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?*	**Yes/Sí**	**No**
Comment regarding Advocate: Always very interested, helpful, & listened well.		
2. Were the Center's services helpful to you? *¿Fueron los servicios del centro útil?*	**Yes/Sí**	**No**
Comments/suggestion on how we can improve services: Educational & valuable		
3. Were you provided information and/or materials regarding your needs or situation? *¿Se le dio información y materiales sobre sus necesidades o situación?*	**Yes/Sí**	**No**
Comment/Suggestions: Given extra books or even printed chapters that pertained to issues we discussed		
4. Did you feel free to talk about personal issues? *¿Se sintió libre para hablar de asuntos personales?*	**Yes/Sí**	**No**
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	**Yes/Sí**	**No**

Comments, suggestions, or prayer requests: *Comentarios, sugerencias o peticiones:*

Appreciated them so much

Client's Signature: [redacted] Date 7-8-20

Advocate N.H. & J.R. Dates 7-8-20

Client:#_____
__/__/__ ID Copy ☐
Advocate: _____

SERVICES EVALUATION FORM

Doors of Hope Center

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Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name [redacted]
Nombre

	Circle One Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? *¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?* Comment regarding Advocate: Advocates were very helpful with my needs/concerns.	**Yes/Sí**	**No**
2. Were the Center's services helpful to you? *¿Fueron los servicios del centro útil?* Comments/suggestion on how we can improve services: Keep up the good work, no need to improve	**Yes/Sí**	**No**
3. Were you provided information and/or materials regarding your needs or situation? *¿Se le dio información y materiales sobre sus necesidades o situación?* Comment/Suggestions: None	**Yes/Sí**	**No**
4. Did you feel free to talk about personal issues? *¿Se sintió libre para hablar de asuntos personales?*	**Yes/Sí**	**No**
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	**Yes/Sí**	**No**

Comments, suggestions, or prayer requests: *Comentarios, sugerencias o peticiones:*
Thank you for all your help. Please continue to to pray for my friends, coworkers and family.

Client's Signature: [redacted] Date 10/26/20

Advocate [redacted] Dates 10/26/20

Client:#_____
___/___/___ ID Copy ☐
Advocate: _____

SERVICES EVALUATION FORM

Doors of Hope Center

Please take a moment to help Doors of Hope Center enhance its services to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name [redacted]
Nombre

	Circle One / Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? *¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?* Comment regarding Advocate: Always very interested, helpful, & listened well.	**Yes/Sí**	**No**
2. Were the Center's services helpful to you? *¿Fueron los servicios del centro útil?* Comments/suggestion on how we can improve services: Educational & valuable	**Yes/Sí**	**No**
3. Were you provided information and/or materials regarding your needs or situation? *¿Se le dio información y materiales sobre sus necesidades o situación?* Comment/Suggestions: Given extra books or even printed chapters that pertained to issues we discussed	**Yes/Sí**	**No**
4. Did you feel free to talk about personal issues? *¿Se sintió libre para hablar de asuntos personales?*	**Yes/Sí**	**No**
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	**Yes/Sí**	**No**

Comments, suggestions, or prayer requests: *Comentarios, sugerencias o peticiones:*

Appreciated them so much

Client's Signature: [redacted] Date 7-8-20

Advocate_____ Dates _____

Advocate: _____

SERVICES EVALUATION FORM

Doors of Hope Center

Please take a moment to help Doors of Hope Center enhance its services to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name / Nombre: Tisha [redacted]

	Circle One / Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? *¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?*	**Yes/Sí**	**No**
Comment regarding Advocate: She was very nice and helpful in everything we did.		
2. Were the Center's services helpful to you? *¿Fueron los servicios del centro útil?*	**Yes/Sí**	**No**
Comments/suggestion on how we can improve services: _____		
3. Were you provided information and/or materials regarding your needs or situation? *¿Se le dio información y materiales sobre sus necesidades o situación?*	**Yes/Sí**	**No**
Comment/Suggestions: _____		
4. Did you feel free to talk about personal issues? *¿Se sintió libre para hablar de asuntos personales?*	**Yes/Sí**	**No**
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	**Yes/Sí**	**No**

Comments, suggestions, or prayer requests: *Comentarios, sugerencias o peticiones:*

This really helped me with my relationships and relationship with God.

Client's Signature: Tisha [redacted] Date 4/8/21

Advocate [redacted] Dates 4-8-21

We would appreciate your comments regarding your time here at Doors Of Hope and the Anger Management sessions. Thank you.

I really liked the lessons we did and I definately feel like this has helped and will continue to help in the future! Barbra was a phenominal instructor who not only listened to what I needed she also gave great advice and never made me feel bad about anything that was going on and I appreciate that! She will definately be missed and I would recomend these courses to anyone needing help!

INTAKE Form COPY **DOORS OF HOPE**

Have you previously been seen at Doors of Hope? If yes, please notify receptionist before completing form.

Name _____ **Date** _____

Services (for women & men) ☐Check if class is required by DSS/CPS or Family Court or Other

☐Parenting Classes ☐ Co-Parenting Classes ☐Anger Management Classes

☐ACE Overcomers Counseling ☐Abstinence and STI Education ☐Abortion Procedures Edu.

☐Free Self-Administered Pregnancy Test ☐Adoption Info & Referrals

☐Material Resources & Referrals ☐Personal Peer Counseling/Mentoring

How did you hear about Doors Of Hope?

☐Sign ☐Friend/Relative ☐Church ☐Government Agency ☐ Internet ☐Other _____

YOUR PERSONAL INFORMATION (please print clearly)

☐ FEMALE ☐MALE Date of Birth ____/_____/____ Current Age _____

First Name _____ Last Name _____

Phone Number (_____)_____Email _____

Street Address _____City _____,CA **Zip Code**_____

Best way to contact you? ☐Call or Text ☐Email ☐ DO NOT CONTACT ME

DEMOGRAPHIC INFORMATION (For statistical purposes only) **Please answer each question.**

ETHNIC BACKGROUND/RACE: ☐African American ☐Asian/Pacific ☐Caucasian/White
☐East Indian ☐Hispanic/Latin American ☐ Native American ☐Other _____

MARITAL STATUS: Are you legally Married to your partner? ☐YES ☐NO
☐In Committed Relationship ☐Single ☐Engaged ☐Separated ☐Divorced ☐Other_____

LIVING ARRANGEMENTS: I Live With: ☐My Husband/Wife ☐My Boy/Girlfriend ☐Alone
☐With My Children ☐With Parent(s) ☐Relatives ☐Group/Sober Home/Shelter ☐Homeless

EDUCATION - ARE YOU CURRENTLY ATTENDING SCHOOL? ☐YES ☐NO
If yes... Where? ☐Middle School ☐High School ☐College ☐Trade School

SOURCE OF INCOME: ☐NONE ☐JOB ☐Unemployment ☐TANF/SSI ☐Dependent
☐Child Support

INCOME LEVEL: ☐$0-$12,000 ☐$12, 500 - $33,450 ☐$14,350-$38,200 ☐$16,150-43,000 ☐$17,900-$47,750
☐$19,350-$51,600 ☐$20,800-$55,400 ☐$22,200-$59,250 ☐$23,650-$63,050+

HEAD OF HOUSEHOLD: ☐Myself ☐Husband ☐Wife ☐Parents ☐Other _____

TOTAL NUMBER OF CHILDREN IN HOME - How many ages 0-5:___ Total number under 18: ___

Client Signature _____ ***Date***_____

Client:#_____
__/__/__ ID Copy ☐
Advocate: _____

COPY

EXIT FORM
FORMA DE SALIDA

Doors of Hope Pregnancy Resource Center

Please take a moment to help Doors of Hope Pregnancy Resource Center enhance its service to our clients. Your opinion matters to us and your insights may benefit future clients. Thank you for your time and honesty in this matter.

Por favor tome un momento para ayudar Doors of Hope Pregnancy Resource Center mejorar nuestro servicio a nuestros clientes. Nos importa su opinión y sus ideas pueden beneficiar a futuros clientes. Gracias por su tiempo y honestidad en este asunto.

Name _____ Nombre	Circle One Circulo Uno	
1. Did your Client Advocate seem interested and sensitive to you and your needs? ¿Le parecio nuestro representante interesado y sensible a usted y a sus necesidades?	**Yes/Sí**	**No**
2. Were the Center's services helpful to you? ¿Fueron los servicios del centro útil?	**Yes/Sí**	**No**
3. Were you provided information and/or materials regarding your needs or situation? ¿Se le dio información y materiales sobre sus necesidades o situación?	**Yes/Sí**	**No**
4. Did you feel free to talk about personal issues? ¿Se sintió libre para hablar de asuntos personales?	**Yes/Sí**	**No**
5. Would you recommend our facility and services to others? ¿Recomendaría nuestro centro y servicios a los demás?	**Yes/Sí**	**No**

Comments, suggestions, or prayer requests: Comentarios, sugerencias o peticiones:

Client's Signature _____ Date _____
Firma de Cliente Fecha

FOR OFFICE USE ONLY **USO DE OFICINA SOLAMENTE**

Seen by _____

On _____/_____/_____

Doors of Hope Pregnancy Resource Center
500 E. Almond Ave., Suite 5A
Madera, CA 93637

Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: _____Doors Of Hope (Parenting) Pregnancy Care Center_____
PROJECT NAME: ____Building Better Parents_____

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$4,000.00
Supplies	$1,200.00
Postage	$1,000.00
Consultant Services	$2,000.00
Maintenance/Repair	$750.00
Publications/Printing	$600.00
Transportation/Travel Required for Business	$1,000.00
Rent (portion allocated to this program)	$9,600.00
Equipment Rental	-0-
Insurance	$2,200.00
Utilities	$1,800.00
Telephone	$1,440.00
Other Expenses (Specify):	$5,415.00

Storage $2,400.00
Website $115.00
Support Contract $900.00
Client Exp. (classroom materials/programs) $2,000.00
Total of Other Expenses: $5,415.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	_____
Construction/Renovation	_____
Consultant/Professional Services Construction Management Other	_____
Expenses (Specify):	_____
	_____

TOTAL CDBG PROJECT BUDGET: $31,005.00

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Doors of Hope Pregnancy Care Center**
PO BOX 515
Madera, CA 93639

PROJECT TITLE: Building Better Parents

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($5,000) WITH MADERA COALITION FOR COMMUNITY JUSTICE

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Madera Coalition for Community Justice in the amount of $5,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA COALITION FOR COMMUNITY JUSTICE

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Madera Coalition for Community Justice, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as

Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $5,000.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time- cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be

imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the

subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in

writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement,

the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during

the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
Madera Coalition for Community Justice
219 S. D Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

MADERA COALITION FOR COMMUNITY JUSTICE:

By: Lourdes Herrera
Lourdes Herrera, Director

Date: 7/2/2021

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

_____ Date:

Exhibit A

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**	
Applicant Name:	Madera Coalition for Community Justice
Physical Address:	219 S. D St.
Mailing Address:	
Program Name:	Madera Youth Leaders Street Art Project
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	77-0391942
Grant Administrator (Principal contact) First & Last Name and Title: Telephone Number and Email Address:	Lourdes Herrera Director 559-661-1879; lourdesh@maderaccj.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Telephone Number and Email Address:	Same as above
Amount Requested: $	33,670

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ■ Font: 12 point ■ Paper: 8 1/2 x 11 ■ Single-sided, no double-sided pages, single-spaced and numbered consecutively ■ One-inch top, bottom, left and right margins ■ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ■ No dividers	■ Grant Application Coversheet
	■ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	■ Program/Project Timeline
	■ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	■ References

Submittal Option

1) Email to:
aestrada@madera.gov

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. See narrative.

Explain how your program supplements or complements existing services without duplicating them. See narrative.

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Which National Objective does your program meet? See narrative

Which measurable objectives does your program meet?

How will your program meet its goals in one year? See narrative

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. See narrative.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
See narrative.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. See narrative.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
See narrative.

When there is an overflow of clients, how is it determined whom to serve?
See narrative.

Discuss your program's/project's successes.
See narrative.

Discuss your program's/project's past performance (2015 to 2020).
See narrative.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

See narrative.

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

The Madera downtown has been in steady decline since the 80s. The older generation often harkens back to the "good old days" and stay away from the downtown referring to it derogatorily as "Little Tijuana." Despite the previous best efforts of the city's redevelopment agency, most of the downtown remain blighted. Since the pandemic, there have been more empty storefronts and fewer foot traffic. While most Maderans stay away due to the fear of crime, it is still frequented by new immigrants and farmworkers. Public art has the transformative power to build pride in the neighborhoods while expressing the world-view of community members, where they come from, what they do and how they connect to each other. More specifically, street art has the effect of bridging community values between the young and old. Furthermore, it facilitates youth engagement especially in terms of supporting them in becoming more positively involved with public space and art. In Madera, many teens are isolated – there is little in terms of program activities.

Separately, youth is an underutilized and overlooked resources. Too often, the adult world seeks to do things for them or to do things to them when they misstep. MCCJ's vision is to combine education and activism as the cornerstone of a sustainable community, in which youth live their lives consciously choosing actions that ensure a healthy quality of life. Its mission is to harness the collective vision, energy, and talent of youth and to parlay those expressions in ways that are collaborative and constructive to better the community by providing them with leadership development, educational tools and access to network of resources.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. Explain how your program supplements or complements existing services without duplicating them.

There is a dearth of youth programs in the City and the need was magnified manifold following the pandemic when youth were forced to stay at home for over a year depriving them of the very necessary social interaction that is critical to their emotional and intellectual development. Certainly, there are no art programs offered saved for limited instances of school art activities and private classes offered at the Madera Circle Art Gallery.

MCCJ projects go beyond doing the critical work in the community to bring about economic equity, social and environmental justice -- it seeks to actively engage its constituents to become a catalyst and to actively engage them in fashioning the solution. The proposed project offers a multi-faceted framework that uses the community as the forum for catalyzing new thinking, social interaction, cooperative and collaborative activities, real-life learning, and problem-solving. In that connection, it provides a context for addressing barriers in the local socio-political, environmental and educational system that circumscribe their quality of life, developmental needs and social engagement.

Madera Youth Leaders Street Art Project is creative placemaking at its best connecting community through art in a way that highlights neighborhood culture and bringing youth together to learn about each other and explore the larger world around them. Street art amplifies the power of young people to transform the place they live in and allows youth to exercise transformative agency by reclaiming public space as a forum to take action for positive change. The proposed project brings arts and culture to make safe and improve the place where they live. It places youth, front and center, as "stewards" of the place and space where they live and learn. By extension, it provides links to multiple sectors of the community. The project activities will be designed by youth, planned by youth, and implemented by youth, with the support, guidance, mentoring and training provided by MCCJ staff, California Rural Legal Assistance, other local artists and experts.

It would provide a youth voice that integrates them into public life while providing a positive, supportive and active engagement in the community. It keeps them grounded and gives them a sense of place. (MYLSAP can provide a new forum for all sorts of visual and cultural art and music and other performance art where students can freely and openly learn and participate in.) At the same time, it invigorates the larger community and provides a healthy injection of creative energy that is sorely needed. From the City's perspective, the project begins to build a healthy community that revitalizes the economy of the downtown making it accessible, attractive and exciting, promotes healthy living, lowers crime and increases civic participation and political engagement.

The project seeks to establish a "public art space" in downtown Madera that will be spearhead by a cadre of youth. MYLSAP will utilize the downtown area as a canvas as it were where sanctioned spaces (buildings/alleys with owner consent) and/or structures & street furniture (e.g., bus shelters, benches, garbage receptacles, etc.), alleys, parking lots, etc. in downtown Madera will be decorated and/or display street art. For example, MCCJ at the invitation of the former Park and Recreation director created a proposed image of a wall mural for a City-owned building used by Mt. Vista High School. (The image was created jointly with students at the school but never went forward due to change of administration.) See attached image. Alternatively, they can be placed on movable walls, banners and/or created for installation at the art gallery, library, public buildings (e.g. City Hall) or MCCJ's community garden on the corner of Lake and Central. Moreover, it could be a community project at a public venue where local residents are invited to contribute their artwork to an outsized exhibit that will be publicly displayed. Ideally, this campaign will be a part of the City's revitalization of its downtown and serve as a beginning effort to create a hub -- a gathering place for youth and denizens from the eastside of town to mingle, shop, eat, transact services, etc. Moreover, it will provide a creative space for youth to engage different groups and to be recognized by a wider public audience as a place that hosts educational and cultural events and a welcoming place that promotes public discourse and the exchange of ideas. The overarching purpose is to use art as the driver that reweaves the downtown fabric, restoring it former prominence as a center of community activities. The return of foot traffic has the impact of making the downtown lively, active, attractive, safe and pedestrian friendly which in turn promotes economic activities that translate to jobs and increased property value. In that connection, future directions call for networking with the Madera County Arts Council along with Madera Unified School District to initiate an "Art Hop" that invites local youth street artists to contribute their artwork, show and tell, and provide a platform for other youth to learn and compete and offer art classes and activities.

Secondarily, MYLSAP will align with and build on the ongoing activities of the Madera Youth Leaders. Madera Coalition for Community Justice is committed to developing a generation of Madera youth who are academically high achievers, leaders and active citizens offered through its youth enrichment program, a school-year program that engage youth in a unique teaching and learning experience integrating academic study and community service. The program is based on an experiential teaching methodology called service learning that links academic curriculum to community service. This methodology allows students the opportunity to learn and develop active citizenship through experience and active participation.

Further, the project will extend and support youth's academic knowledge in the five disciplines of STEAM education (science, technology, engineering, art, and mathematics) through the substantive teaching and learning and interactive experiences of the cohort. Still further, civic education has recently become a focus of attention in California and in the nation. This project will incorporate student academic learning with adolescent development. The latter, social and emotional learning, will be an integral part of the planned activities where students

apply the knowledge, skills and values to collaborate with peers to develop and deliver a community project. MYLSAP will provide students with a learning environment and experience that are conducive to nurturing their self-awareness, self-behavior management, responsible decision-making, relationship building and civic engagement. The cohort will be seamlessly guided through a curriculum and systematic approach to work in collaboration with community partners to develop a service project(s).

TIME LINE

The program will be comprised of two core components. **The first component (months 1-3) will be the planning process and plan preparation, and the second component (months 4-12) will be the plan implementation.** Ten to fifteen youth will be recruited from the local high schools for this year-long project. (It is anticipated that each event will involve and include additional youth from the Eastside Madera.) They will meet biweekly or as frequently as needed. The youth group will be guided by the MCCJ staff coordinator to navigate the technical, political, legal and administrative considerations attending to this project. The project will begin with the hiring of a coordinator and student recruitment in the first month. These youth will be educated on a broad range of issues in order to develop a comprehensive plan that is essential to implement the project ranging from training in facilitation/presentation skills, gathering and analysis of data, participatory action research and mapping assessment. They will also engage in maintenance activities: leadership development, teambuilding and relationship-building opportunities with adult allies. They will have opportunities to meet with public officials and agency staff. An advisory committee may be established consisting of local stakeholders including elected officials, staff, MUSD representatives, local artists, art council personnel, etc.

In the second part of the program, the youth will begin by mapping community assets and resources, convene forums where they learn and listen to the community regarding goals, perception, problems and possibilities of public art, write letter to editor and collaborate on news story published in local and school newspapers, prepare a report of findings and recommendations, bring key stakeholders together to develop a shared vision, visit six street art sites around the state, conduct research, network with other street art communities, and consult with local and regional street art experts for technical assistance on specific art projects and promoting public art spaces. Throughout the project life, there will be opportunities for the youth to reflect and regroup. There will be time scheduled to allow them to reflect on what they've learned and impact of their experience. Program activities will be planned and coordinated in a manner that provides a continuous loop of feedback that allows staff to monitor results, effectiveness and impact.

The youth will develop an action plan with goals linked to specific actions. Each goal will be broken into specific steps assigned to specific individuals. They will establish the time frame for the planning process and implementation schedule that links budget and task responsibilities. Further, they will conduct face-to-face /meeting/workshops with stakeholders to review and research suitable sites/"targets," flesh out problems, issues and concerns, consider budget and

resource availability, develop vision for a plan, develop plan goals and objectives, generate and evaluate plan options and adopt best plan. During the course of these activities, they will collectively determine common thread issues including: site selection, display format, motifs, themes and/or cultural symbols, images and/or styled street art-writing, governance, rules of operation, and criteria for idea selection. They will also participate in developing effective communications, outreach and education tools. The youth will be involved in the day-to-day responsibility of implementing and running the project under the supervision of the staff coordinator.

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria include completion of tasks, attainment of goals and compliance with budget outlay.

There are important indicators that will measure successes or failures: retention rate of over 70% of participants; increase knowledge, confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 50% of members participate in college outreach; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume leadership roles in assigned activities; increased knowledge of current events and local issues in the City, increased understanding, skills, and knowledge of schools, local government, public hearing process, and budgets; enhanced confidence and skills in public speaking; understanding of leadership development; deeper appreciation of cooperation and collaboration; and attendance at least one public hearing. Separately, there will be periodic evaluations by participants and partners on the program and/or activities. These important "lessons learned" will be shared with participants, community partners, the organization and board. Process will be evaluated through quarterly activity and budget reports. Review and updates will be provided by MCCJ director to the board monthly.

Which National Objective does your program meet?

- Improve the quality and access to programs and facilities for ... recreational services.

- Enhance the economic well-being of all citizens through educations and training ... .
- Enhance the quality and use of the physical infrastructure of Madera.

Which measurable objectives does your program meet?

MYLSAP aligns with the following:

1. Provide health and wellness activities for youth such as teen activity programs and community-led activities.
2. Initiate campaign to increase downtown revitalization.

Project combines the two objectives to expand opportunities to underserved youth by introducing an intersection of art and civic engagement in a planned fashion that brings people together and build relationships in the community. The artistic creativity, expressions and vision in tandem with collaboration are the building blocks to community development and downtown revitalization. The bottom line is that builds social capital through the youth activities while at the same time improve the physical infrastructure of the downtown and surrounding neighborhoods.

How will your program meet its goals in one year? What financial resources, other than City are available for this program?

Staff coordinator will vigilantly follow the action plan and activities adopted to ensure that all the goals are attained. See evaluation above.

There are no other resources sought.

Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

No.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

There are no proposed plans for fund raising at this time. However, if opportunities arise in the future, MCCJ is committed to pursuing them.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

The pandemic really tamped things down. While it did not initiate a formal survey, through its many different projects at different venues and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been made

aware of the dire need for youth activities. In its parent classes and resource centers, participants have consistently expressed concerns about the lack of youth activities. In fact, the pandemic lay bare the lack of youth activities in the City at a time when they were force to stay at home which curtailed severely curtailed social interaction with peers and collective activities.

There were no records maintained that documented this need.

When there is an overflow of clients, how is it determined whom to serve? Discuss your program's/project's successes.

The project is designed to be flexible. Every effort will be made to include as many youth as practicable. Those that are part of the core group will nevertheless be encouraged to participate in planned activities.

Discuss your program's/project's past performance (2015 to 2020).

MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"; 2) Cesar Chavez Day celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timers Day in the park; 4) wall mural at 126 N. B St.; 5) Black Lives street mural at same address; 6) Proposed mural at Mt. Vista High School and 7) "We Are One" mural exhibit currently installed at the Circle Art Gallery (https://www.youtube.com/watch?v=Pk5vSqwUXto). See photo attachments of the aforementioned.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

Records will be kept of all participants and running summary of activities/services undertaken.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	75	
2. Indicate the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	75	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		5	50	20				
GENDER	Female	45						
	Male	30						
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	60
Not-Hispanic or Latino	15
Racial Categories*	
American Indian or Alaska Native	
Asian	5
Black or African American	3
Native Hawaiian or Other Pacific Islander	
White	5
Other	

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: Madera Coalition for Community Justice

PROJECT NAME: MYL Street Art Project

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$ 2,500.00
Supplies	100.00
Postage	
Consultant Services	3,500.00
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	100.00
Rent (portion allocated to this program)	2,000.00
Equipment Rental	1,250.00
Insurance	
Utilities	
Telephone	600.00
Other Expenses (Specify): See attached appendix	23,620.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 33,670.00

CDBG Budget Appendex

Other expenses:

Personnel (salary/benefits)

Staff coordinator - .25 FTE $10,920

Assistant coordinator - .12 FTE $5700

Youth Stipends (15) $1500

Direct expenses:

Food & drinks (meetings) $1300

Auto rental (2 vans), gas & parking; food (3 day trips)

..... $2400

Paint/material ..... $ 1800

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

2. Note complaints that have been received, etc.

   N/A

3. Evidence of collaboration with other agencies within the community.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Eddie Ocampo	Director	Self-Help Housing	559-802-1683	EddieO@selfhelpenterprises.org
david Hernandez	Director of Comm. Services	Madera Unified school Dist.	559-416-5814	davidhernandez@maderausd.org
Nayamin Martinez	Director	CCEJN	559-907-2047	nayamin.martinez@ccejn.org

Attachment 2

Application Page 2

- There is no supporting documentation of staff work because a new employee will be recruited, interviewed and hired.
- Marketing/outreach plan is contained in the narrative of the application.
- Client eligibility will be verified in the application process.

Page 13

1. Citizen Support – See discussion in narrative.
2. None.
3. In 2020, as lead organization in the 2020 Census Campaign, MCCJ collaborated with over 60 agencies, organizations, religious entities, state, regional, county and city officials and staff.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? monthly

What was the average number of Board members attending meetings last year?

5-8

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

4 Minimum 12 Maximum

Please provide the following information:

Date of Incorporation: 1993

IRS Employer Number: 77-0391942

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation. NA

How often are financial records audited, and by whom? Craig & Associates

Are the treasurer and/or other financial officers bonded? No

If so, for how much? NA

List any judgments or pending lawsuits against the agency or program:

NA

List any outstanding obligations:

NA

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera Coalition for Community Justice do hereby resolve that on 5/25/21, 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: May 25, 2021

AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 219 S. D St.

TELEPHONE: 559-661-1879

Email Address Maderaccj@yahoo.com

By: _____
President of the Board of Directors

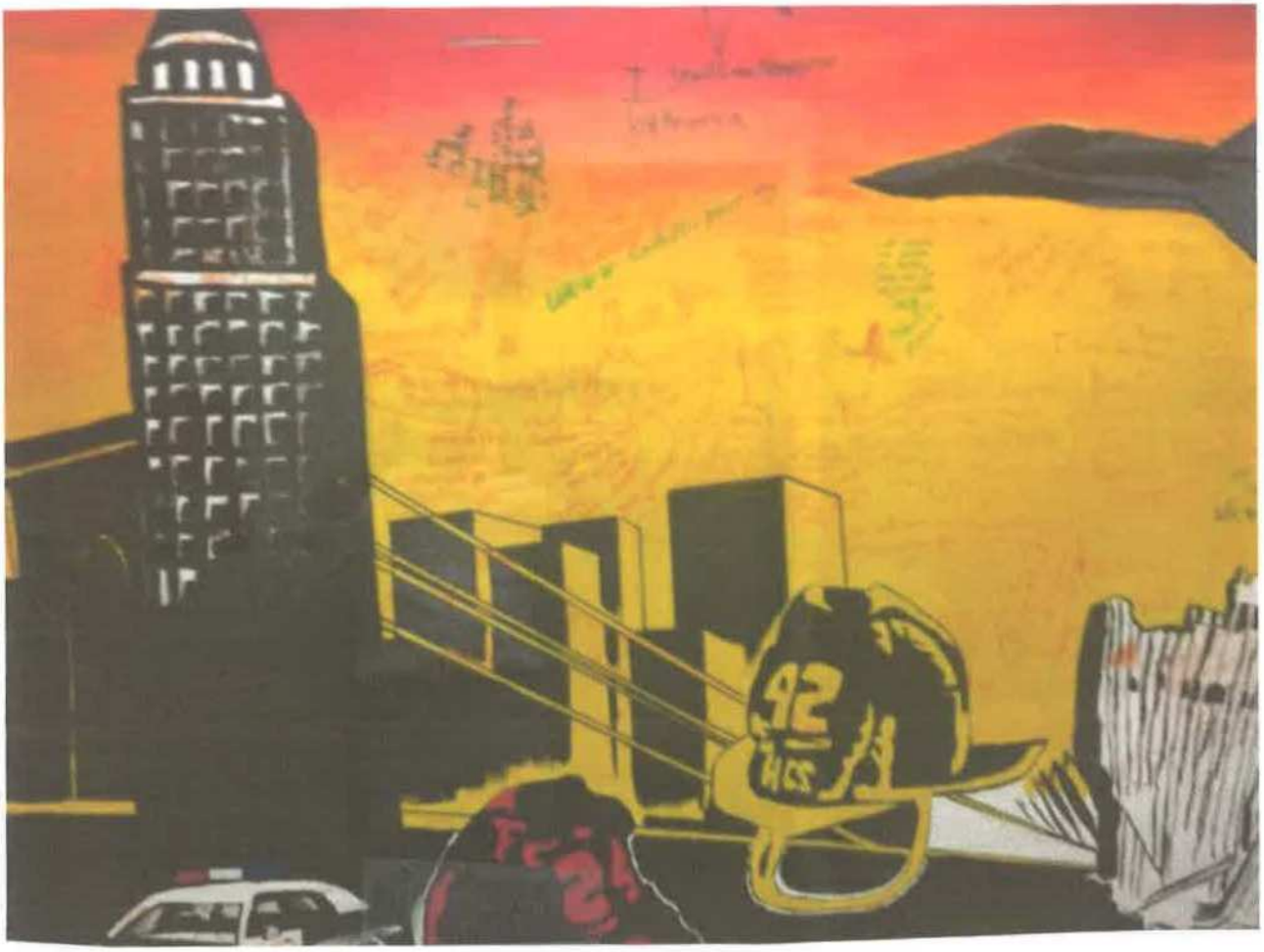
This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: LOURDES HERRERA
Executive Director

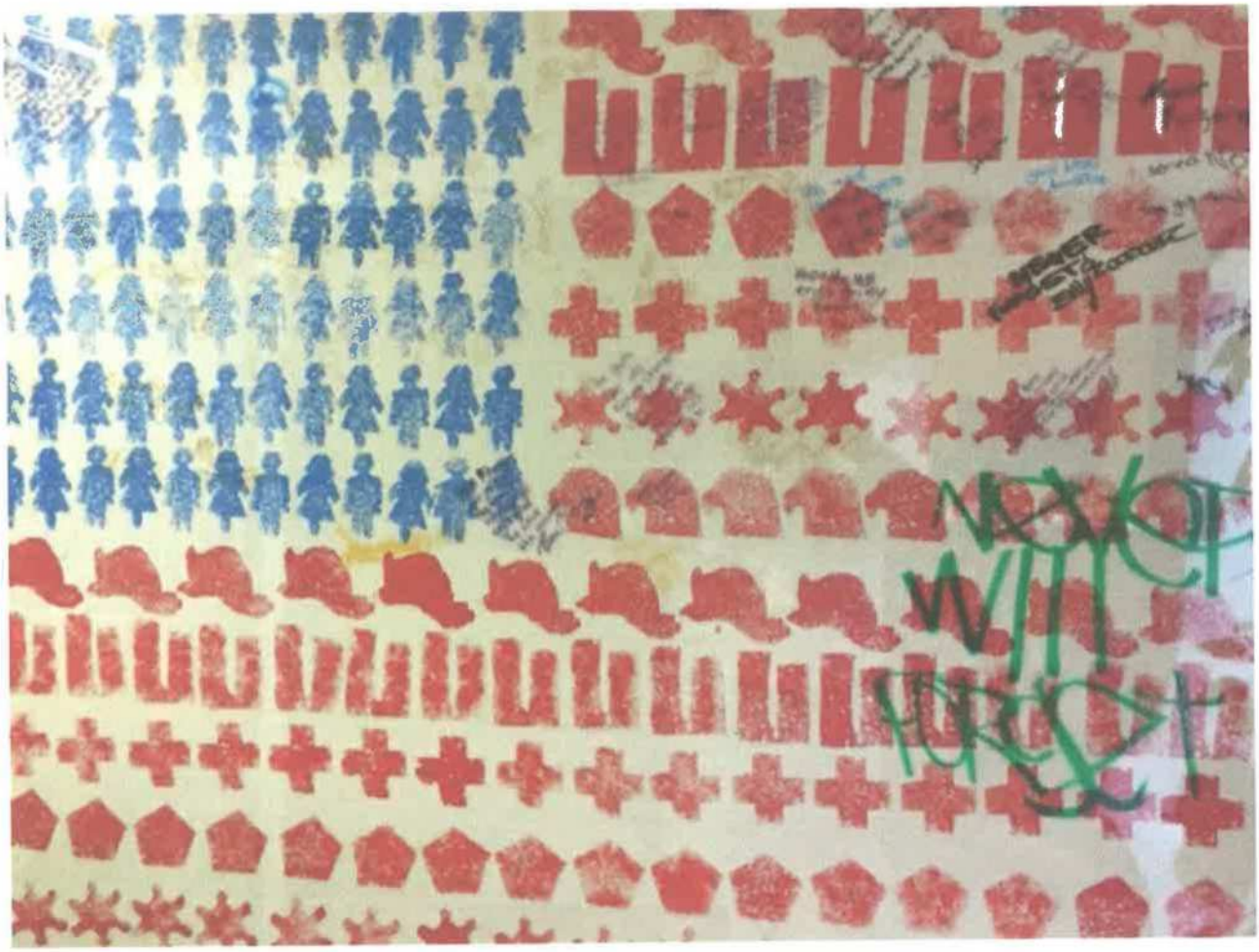
EMAIL THE APPLICATION TO: aestrada@madera.gov

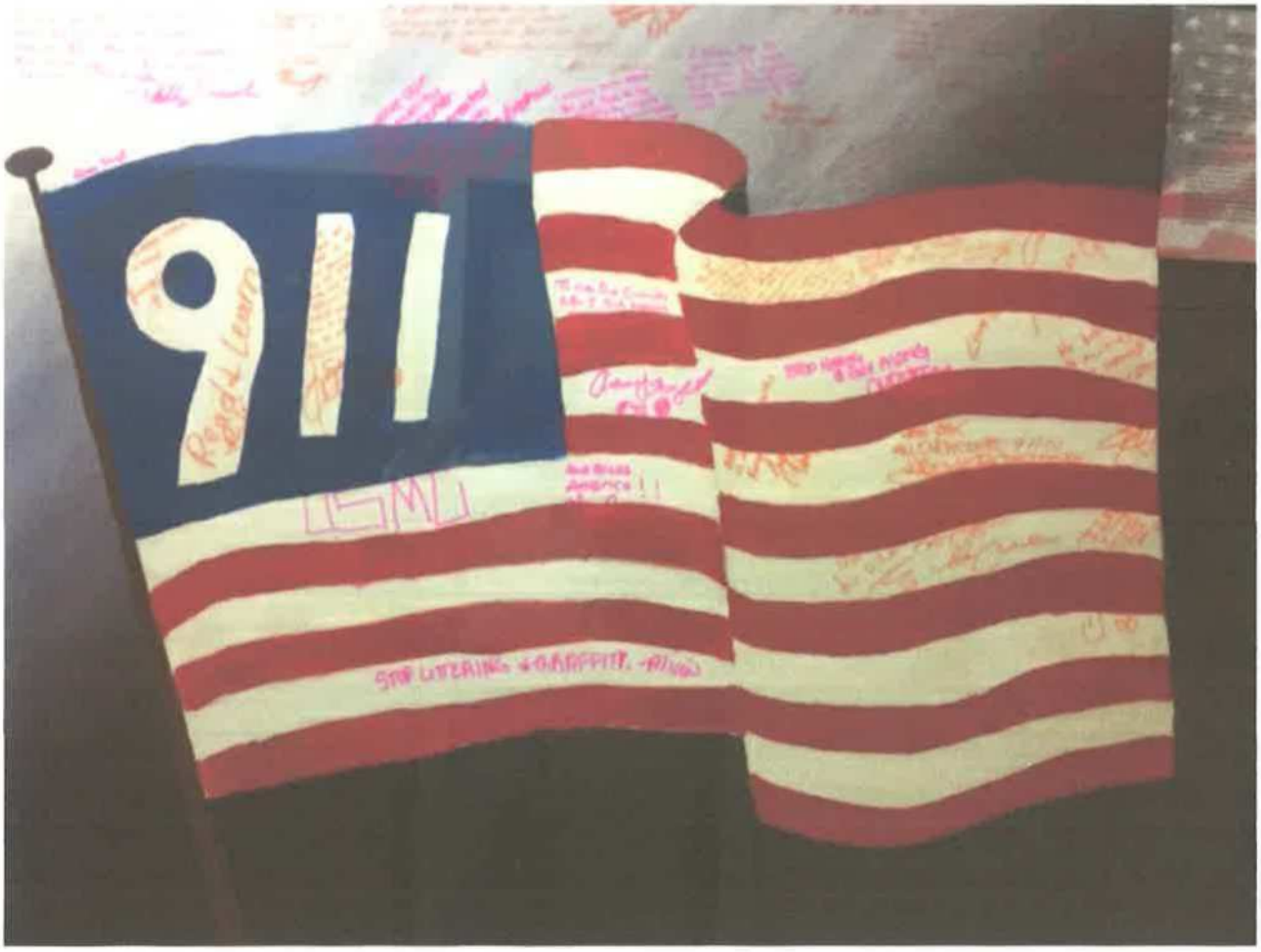
DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: aestrada@madera.gov
559-661-3690


92


GOD BLESS
AMERICA



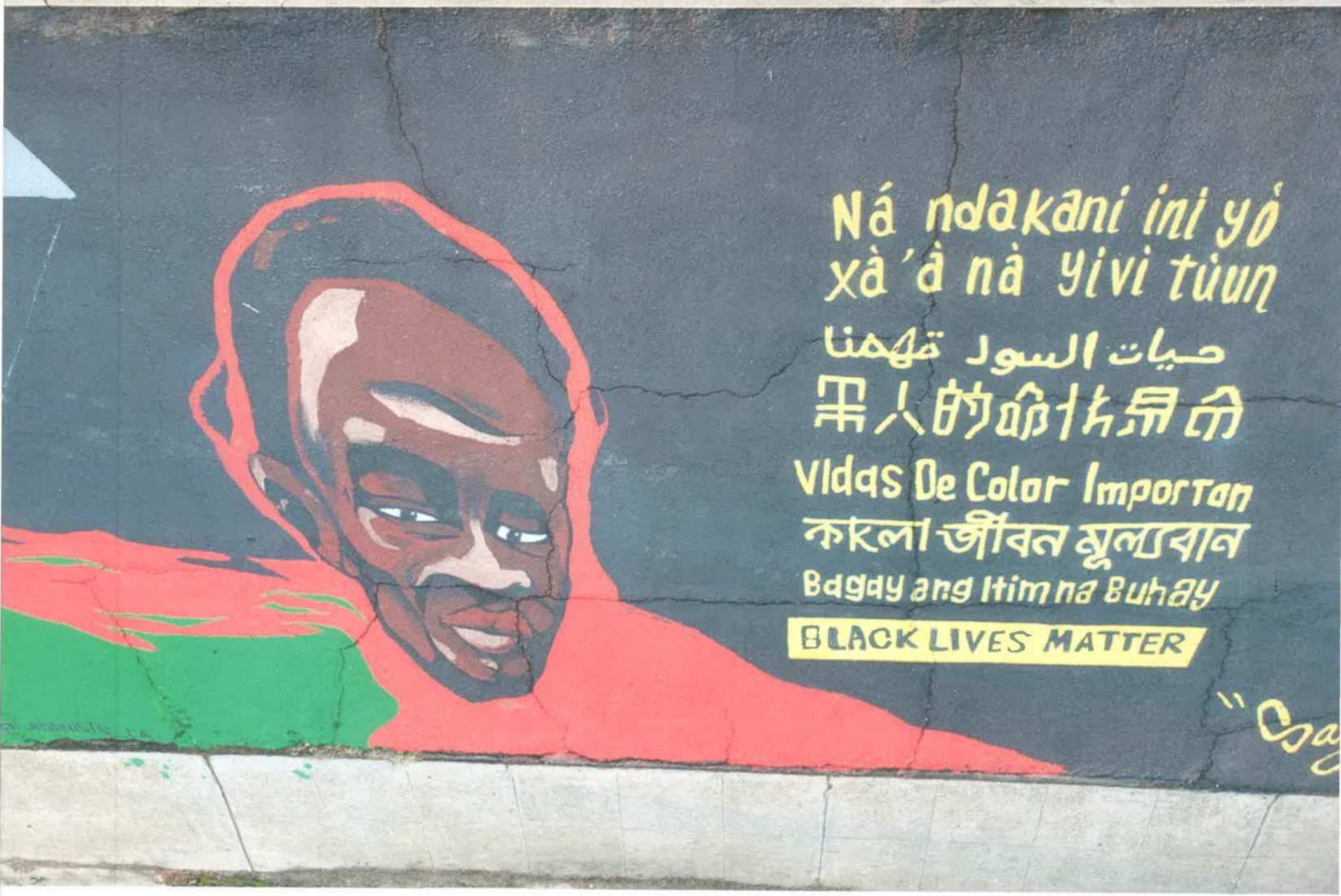

911


THE MARCH
To
SACRAMENTO
MEXICO
HUELGA
1927-1993


1927
1993

Paint Downtown




Ná ndakani ini yó
xà'à nà yivi tùun
حيات السود تهمنا
黑人的命也很重
Vidas De Color Importan
কৃষ্ণাঙ্গ জীবন মূল্যবান
Bagay ang Itim na Buhay
BLACK LIVES MATTER

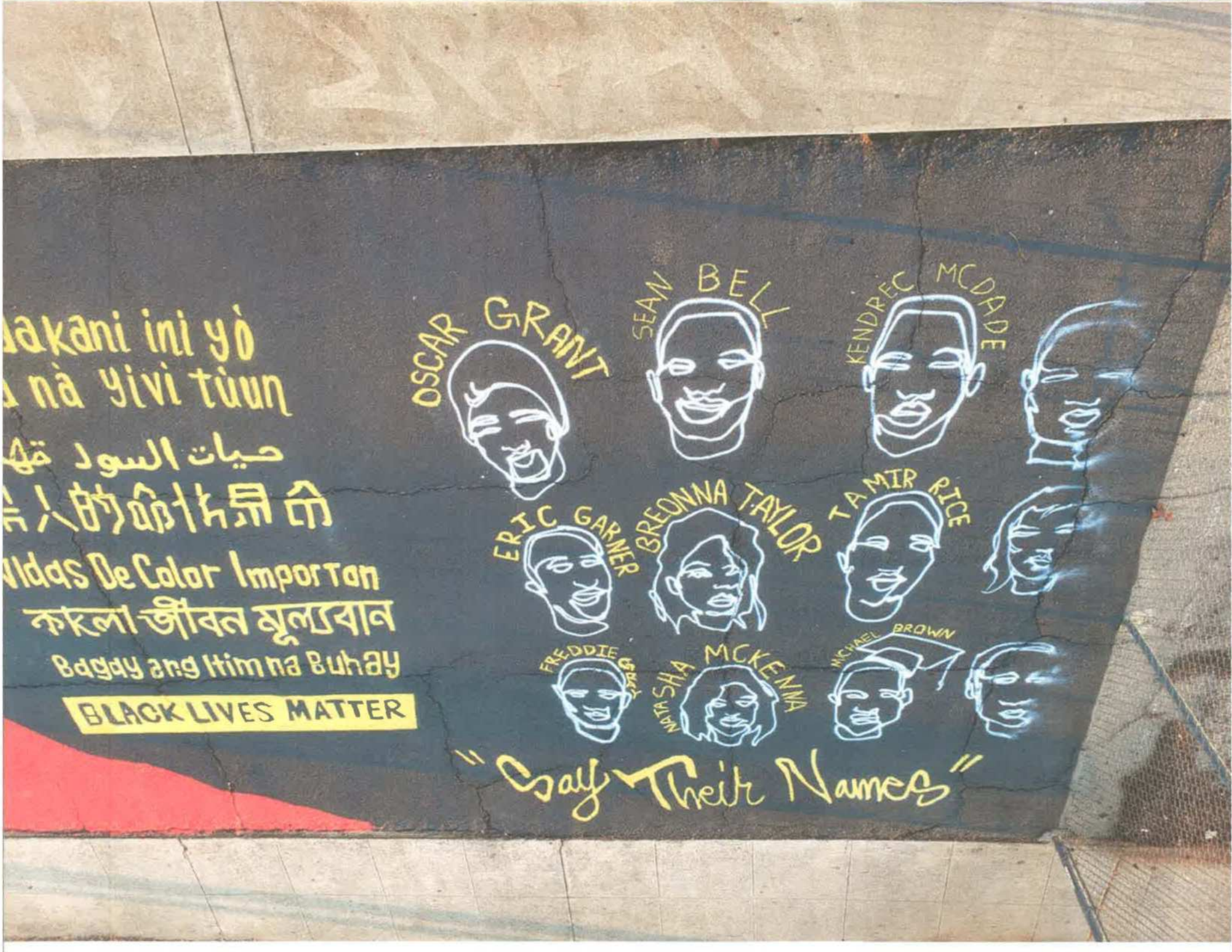

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কালো জীবন মূল্যবান
Bagay ang Itim na Buhay
BLACK LIVES MATTER
OSCAR GRANT
SEAN BELL
KENDREC MCDADE
ERIC GARNER
BREONNA TAYLOR
TAMIR RICE
MICHAEL BROWN
NATASHA MCKENNA
"Say Their Names"

Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: Madera Coalition for Community Justice

PROJECT NAME: MYL Street Art Project

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$ 2,500.00
Supplies	100.00
Postage	
Consultant Services	3,500.00
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	100.00
Rent (portion allocated to this program)	2,000.00
Equipment Rental	1,250.00
Insurance	
Utilities	
Telephone	600.00
Other Expenses (Specify): See attached appendix	23,620.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 33,670.00

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Madera Coalition for Community Justice**
219 S. D Street
Madera, CA 93638

PROJECT TITLE: Madera Youth Leaders Street Art Project

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Attachment 4

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($17,856) WITH MADERA RESCUE MISSION

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Madera Rescue Mission in the amount of $17,856 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and Madera Rescue Mission.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA RESCUE MISSION

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Madera Rescue Mission, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $17,856.30 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain

all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time-cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of

copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for

planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
Madera Rescue Mission
PO BOX 642
Madera, CA 93639

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

MADERA RESCUE MISSION:

By: _____
Jesse Chavez, Executive Director

Date: 07/06/2021

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: Madera Rescue Mission
Physical Address: 1305 Clinton Street. Madera. CA 93638
Mailing Address: P.O BOX 642. Madera, CA 93639
Program Name: Homeless Services Program
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: 77-0144133
Grant Administrator (Principal contact) First & Last Name and Title: Jesse Chavez, Executive Director (559)675-8321 jchavez@maderarescue.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) Ligia Pacheco, Accounting (559)675-8321: lpacheco@maderarescue.org
Amount Requested: $ 35,000

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

☑ 1 original completed application ☑ Font: 12 point ☑ Paper: 8 1/2 x 11 ☑ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☑ One-inch top, bottom, left and right margins ☑ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☑ No dividers	☑ Grant Application Coversheet
	☑ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☑ Program/Project Timeline
	☑ Budget Table
	☑ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☑ N/A Marketing/Outreach Plan N/A
	☑ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☑ References

Submittal Option

1) Email to:
aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well asindividuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)
- ✓ 1

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)
The community problem that needs to be addressed is the homeless issue. It is affecting not only residential areas and business's, but to our environment. The continued trash and human disposal on our street's is concerning not only to residents living near the river, but to The Health Department as well. According to new statistics released by Data.Census.gov. It was estimated for Madera CA to have a population of 157,327 for 2020. This is an indicator that our town will have an increase of homeless population for 2021. Added to this we have many people that have not only lost their jobs, but their houses as well due to the COVID-19.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above.

Holy Family Table is soup kitchen that provides breakfast, Hope House provides limited daily activities for the homeless. We also assist the Madera Food Bank in distribution of food boxes to alleviate the hunger issue within our community.

Explain how your program supplements or complements existing services without duplicating them.
Madera Rescue Mission serves all people in need as it relates to emergency shelter and or food.

- **We have emergency housing for women and children (38 beds)**
- **We have emergency housing for men (64 beds)**
- **We serve 3 daily meals.**
- **We offer 9–12-month faith-based Recovery Program.**
- **We teach Biblical principles.**
- **We offer classes of anger management and domestic violence prevention.**
- **We offer work skills in different areas.**

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Which National Objective does your program meet?
MRM meets National Objective # 1. Our services benefit the homeless, low-income families & children. MRM also works with people with substance abuse through our 9–12-month in-patient Recovery Program. MRM endeavors to provide a safe place to reside during an emergency scenario. We work arduously not only on providing temporary shelter but, connecting clients with other agencies to guide them in the process of obtaining permanent housing.

Which measurable objectives does your program meet? How will your program meet its goals in one year?

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Madera Rescue Mission meets the following measurable objectives that goes according to HUD's goals:

- **We benefit low-income families and children.**
- **We provide decent temporary housing in a suitable living environment.**
- **We alleviate the hunger issue in our town.**
- **We serve clients with mental health problems & substance abuse.**

MRM's goals will be met by the accessibility of services upon client's request and having the satisfaction of serving anyone in need with love and compassion. Within regard to financial resources, MRM, relies on our faithful monthly donors and business's. This Year, there was not a grant opportunity from Central California Women's, Conference and added to that, Walmart foundation denied our grant request for funds. We have received a promise of $3,000K grant from Bank of America. See attached # 2.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

Unfortunately for this year we won't be able to have any of our fund-raising events due to COVID-19. Our fund's will come from more of 160 faithful donors, between local business and single individuals that donate to the mission not only financially but, with clothing and food.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Madera Rescue Mission promotes our fundraising through social media (Facebook), television, local newspaper and appearances at local churches.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

N/A

When there is an overflow of clients, how is it determined whom to serve?

N/A

Discuss your program's/project's successes.

MRM success hinges on people.

- **People becoming sober.**
- **People finding permanent housing.**
- **People feeling safe, and no longer hungry.**

- **Families restored.**
- **MRM success is reached by accomplishing our mission's goal, which it is to serve the least, the last and the lost with radical hospitality.**

Discuss your program's/project's past performance (2015 to 2020).
From 2015 to 2020, we have had 45 graduates from our Recovery program succeed, and re-enter society. We also had 78 homeless move from emergency housing to their permanent housing. In addition, more than 36,500 annually meals we served to our community and more than 18,250 annually bed nights.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
MRM will make every effort to receive written/video testimony from the guests who have spent time with us. We have seen a steady increase in need and foresee much more need in 2021. The event of COVID-19 has impacted our community, and it will tax Madera on numerous levels, from food insecurity to housing.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	800	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	250	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.) N/A		

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	19	24	25	59	48	40	25	10
GENDER	Female	105						
	Male	145						
FEMALE HEAD	105							

Ethnic Categories*	No.
Hispanic or Latino	140
Not-Hispanic or Latino	110
Racial Categories*	
American Indian or Alaska Native	8
Asian	13
Black or African American	30
Native Hawaiian or Other Pacific Islander	11
White	45
Other	3

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: Madera Rescue Mission

PROJECT NAME: Homeless Services

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$ 5,000
Postage	0
Consultant Services	0
Maintenance/Repair	0
Publications/Printing	$ 1,000
Transportation/Travel Required for Business	0
Rent (portion allocated to this program)	0
Equipment Rental	0
Insurance	$ 5,000
Utilities	$ 20,000
Telephone	$ 4,000
Other Expenses (Specify):	0

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $35,000

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
   Public input is received during Thanksgiving, Christmas, 5-K & Annual Banquet events. On these events we have community coming together to support our efforts in serving the more vulnerable people in our town. It is priceless to hear the good compliments we receive after services were provided.
2. Note complaints that have been received, etc.
   No complains have been received.

3. Evidence of collaboration with other agencies within the community.
   We partnership with:
   - **Madera food Bank in distribution of food boxes and the 5K-event.**
   - **CAPMC**
   - **Madera County Department of Correction**
   - **Department of Social Services**
   - **Behavioral Health**
   - **Madera County Public Health**

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Sara Bosse	Public Health Director	Madera County Health Department	(559)675-7893	Sara.Bosse@maderacounty.com
Mattie Mendez	Executive Director	CAPMC	(559)675-5749	mmendez@maderacap.org

Ryan McWherter	Executive Director	Madera Food Bank	(559)975-5315	rmcwherter.maderafoodbank@gmail.com

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? **Once a month**

What was the average number of Board members attending meetings last year?
7

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

7 Minimum **11** Maximum

Please provide the following information:

Date of Incorporation: **01/05/1987**

IRS Employer Number: **77-144133**

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

How often are financial records audited, and by whom? **CPA Annually**

Are the treasurer and/or other financial officers bonded? **NO**

If so, for how much? **N/A**

List any judgments or pending lawsuits against the agency or program:

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of **Madera Rescue Mission** do hereby resolve that on **May 20, 2021**, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: **May 20**, 2021

AGENCY NAME: **Madera Rescue Mission**

ADDRESS: **1305 Clinton Street. Madera, CA 93638**

TELEPHONE: **(559) 675-8321**

Email Address **jchavez@maderarescue.org**

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: _____
Executive Director

EMAIL THE APPLICATION TO: nestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: nestrada@madera.gov
559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Question No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
	Total	

MADERA RESCUE MISSION

#1

P.O. Box 642 • Madera, CA 93639
Bus. (559) 675-8321 • Fax (559) 675-8073 • jchavez@maderarescue.org

MADERA RESCUE MISSION – 2021 BOARD DIRECTORY

	Years served	Occupation
Keith Carns, Email: kcarns@sti.net P.O BOX 2080 Oakhurst, CA 93644 Cell: 559-760-4500	16	Retired
Otto Coelho, Vice Chair Email: ojoelho@earthlink.net 37719 Ave 17 ½ Madera, CA 93636 Cell: 559-706-1831	16	Self Employed
Dan Humphries, Treasurer Email: humphries@clearwire.net Cell: 559-706-9331	13	Self Employed
Brenda Herrera, Member brendakarenherrera@gmail.com 717 N. Granada Dr. # 109 Madera, CA 93638 Cell: 559-377-0440	3	Office Manager
Richard Ivey 34555 Treetops Lane Coarsegold, CA 93614 (559) 675-5270	4	Retired
Donna Adams, Member 1213 E Pecan Ave Madera, CA 93637 Cell: (559) 997-4225	7	Retired
Mike Unger 129 River Pointe Drive Madera, CA 93637 Cell: (559) 904-3915		

BOA. #2

Dear **Jesse,**

I hope you and yours are in continued good health. Thinking of you and your entire team.

I am emailing you to say, Congratulations!

The Bank of America Charitable Foundation and the Fresno/Visalia Market President team is pleased to provide a grat the purposes outlined in your recent grant request. This grant represents the trust and value that we place in your or that you are doing to **support our local community with basic needs and your housing a food programs.**

The funds awarded will be transferred to your bank account **within 3-7 business days** via ACH and will be reflected as delivered or mailed.

Bank of America is lending, investing, and giving in local communities like ours in order to advance local economies ar organizations like the **Madera Rescue Mission**, which are providing critical services and programs, is just one of the w communities we serve.

Please find our Social Media Toolkit attached. It outlines how best to communicate this grant to your stakeholders, bu

Bank of America is proud to be a supporter of **Madera Rescue Mission.** Thank you for your commitment to the comm

Please reach out with any questions you may have. Happy to talk through things with you if need be.

With Appreciation,

Marisa Moore
Senior Vice President
Fresno/ Visalia Market Executive
Local Markets Organization
Bank of America
CA1-141-01-02
5292 North Palm Avenue, Fresno, CA 93704
T 559.261.8659 M 559.770.9761
NEW EMAIL: Marisa.a.moore@bofa.com
www.bankofamerica.com/foundation

<image001.png>

Like us on Facebook

<image002.png>

Follow us on Twitter

Life's better when we're connected™

Date: 5/13/2020 12:00 AM

MADERA RESCUE MISSION

Shelter: Wes Women's (SINGLE)

Client, Personal Information: **Departure Date:** Click here to enter a date.

First Name: **Last Name:** **M.I.:**
DOB: **Age** **S.S#:**
Driver's License #/other ID: **Exp. Date:**
Marital Status? **Are you a Veteran?** Choose an item.

Do you Smoke? Choose an item. **Illicit Drug Use?** Choose an item.
Probation/Parole?: Choose an item. **Officer Name:** **Notes:** Click here to enter text.

Diagnosed with Mental Illness? Choose an item. **When diagnosed** Click here to enter text.
Briefly describe any behavioral health issues
Are you receiving any counseling Choose an item. **Services provided by:** Click here to enter text.
Organization, shelter, and/or institutions previously in and when: Click here to enter text.

Is anyone with you staying at Men's Shelter? Choose an item. **Name/Relationship:**

Are you Pregnant: Choose an item. **Months:** Click here to enter text. **Due Date:** Click here to enter text.
Dr. Name: Click here to enter text. **Health Insurance / Carrier & ID #:** Click here to enter text.

Spouse , Personal Information:

First Name: Click here to enter text. **Last Name:** Click here to enter text. **M.I.:** Click here to enter text.
DOB: Click here to enter text. **Age:** Click here to enter text. **S.S#:** Click here to enter text.
Driver's License #/other ID: Click here to enter text. **Exp. Date:** Click here to enter text.

Marital Status? **Are you a Veteran?**

Do you Smoke? **Do you Drink:** **Illicit Drug Use?**
Probation/Parole?: Choose an item. **Officer Name:** Click here to enter text. **Notes:** Click here to enter text.

Diagnosed with Mental Illness? **When diagnosed** Click here to enter text.
Briefly describe any behavioral health issues Click here to enter text.
Are you receiving any counseling Choose an item. **Services provided by:** Click here to enter text.
Organization, shelter, and/or institutions previously in and when: Click here to enter text.

Are you Pregnant: Choose an item. **Months:** Click here to enter text. **Due Date:** Click here to enter text.
Dr. Name: Click here to enter text. **Health Insurance / Carrier & ID #:** Click here to enter text.

Emergency Contact Information

Name: **Phone:** **Work Phone:**
Address: Click here to enter text. **City:** Click here to enter text.
State: Click here to enter text. **Zip:** Click here to enter text.
Language: ☒ English ☐ Spanish ☐ Other (specify): Click here to enter text.
Do you own a vehicle? **Make/Model/Lic#:** Click here to enter text.

Room/Unit Assigned:

Children's Information:

First Name	Last Name	DOB	Age	Gender	Ethnicity #	Soc.Sec. #	School	Grade	Shelter
						Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
					Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.	Choose an item.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Choose an item.

List any disease, infection, disability or allergies you or any family member (in shelter) has:

	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

List any medications and doses that you and/or your child/ren have at time of intake:

	Click here to enter text.
	Click here to enter text.
Click here to enter text.	Click here to enter text.

Income Information

Income Source	Please check all that apply

Employment ☐, How much? , Retirement ☐, How much? $ Click here to enter text.,
Public Assistance ☐How much? $ Alimony/Child support ☐How much? $ Click here to enter text.
Disability/Workers Comp ☐, How much? $ Click here to enter text.

Food Stamps ☐, $ value per month: $
Employer: Click here to enter text. ☐ Full time ☐ Part time Position: Click here to enter text.
Hrs. /wk.: Click here to enter text. Schedule: Click here to enter text. Address: Click here to enter text.

CASE MANAGEMENT:

Goals: (List any plans that the client has while at the shelter. Etc. Find housing, work, school, apply for aide, groups)

Client plans on relocating with friend as soon as she can

Referrals: (List any agencies/shelters/transportation that you have suggested for the client and the date)

Click here to enter text.

Progress Notes: (Please chart information obtained from the client here with the date received and your initials.)

EXIT ASSESSMENT:

After Shelter Destination: Choose an item. **City:** Click here to enter text. **State:** Choose an item.

Goals Accomplished: Click here to enter text.

JESSE CHAVEZ

EMAIL : jchavez@maderarescue.org

24172 Avenue 14, Madera, Ca. 93637 Cell Phone 408-205-0830

Experience History

Madera Rescue Mission 559-675-8321
1305 Clinton Avenue
Madera, Ca. 93638
Executive Director July 2020 to Current.
Oversee all Executive Director Responsibilities on policies and procedures for providing services to the Homeless population and clients enrolled in Recovery Programs offered here at MRM. Also oversee all Staff directions and continued improving methods. Assist in Facilities maintenance and upgrades as it pertains to continued upkeep and preventive maintenance projects, also stay current on any and all City, County regulations, permits, and certificates.

WestCare California 559-307-4649
2772 Martin L. King Jr Blvd.
Fresno, Ca.
Operations Supervisor 2019 March-August

JC Construction 408-205-0830
1625 Howard Road # 457
Madera, Ca. 93637
Administrator/Estimator/Financial Officer/Sole Proprietor
2003 to current date. California State License Board # 822367.
Remodeling of residential & commercial properties. B & C-20

Administrative Pastor at Spring Valley Bible Church 408-550-5148.
Nov. 2008 to 2015. (Full time/Part time)
Oversee all ministries, operations of facilities, maintenance, administration of finances and budgeting reporting to Sr. Pastor.

City Team Ministries Operations/Case Manager 408-772-5277
May 2006 to Nov. 2008
Responsible for all facility operations, budgets, preventive maintenance, scheduled building improvements.
Responsible for two facilities that housed between 150 to 200 men that are homeless and in recovery from drug and alcohol addictions.
Responsible for Safety program, and Disaster response team.
Directly case managed between 10 and 15 men in Recovery from drug and alcohol addictions.
Worked on outreach events like Homeless Connect, Silicon Valley Health Alliance outreach services.

Education

Light University- Caring For People Gods Ways 2006
John Maxwell Leadership Training (SVBC) 21 Laws of Leadership 2004.
Corporate Leadership Training (Neopost) Internal training for management. 1980 - 2005.
High school graduate 1977.
City College classes in HAVAC/Architectural design. (San Jose City/De Anza)

Languages

English and Spanish.

Licenses and Certificates

JC Construction - California General Contractors B, HIC, and C-20 for HVAC Lic # 822367.

Resume: **Lynda Belmontez**

Current Position: Assistant Executive Director, Madera Rescue Mission, Inc.

Experience:

1) 2015 – present - Assistant Executive Director
   a) Oversee all aspects of the Madera Rescue Mission.
   b) Supervise 9 employees.
   c) Oversee payroll.

2) 2009 – 2015 - Women's Services Director
   a) Oversee daily operations of all facilities of women's services, Emergency Units, Women's Emergency Shelter, Women's Transitional Shelter.
   b) All scheduling of staff of women's services.
   c) Class scheduling.
   d) Oversee all volunteers and coordinate all activities.

3) 2007 – 2009 - Assistant program director
   a) Assisted the Program Director in all aspects of the Women's Discipleship program.
   b) Data Entry.
   c) Grading of lessons.
   d) Help oversee Guest Director.
   e) Conflict resolution of issues with 30-day shelter clients.
   f) Counseling.

4) December 2004 – 2007 - Guest Director:
   a) Guest Intake.
   b) Data Entry.
   c) Monthly stats.
   d) Bed coordination.
   e) Helped guest with appointments, conflict resolution, case management.
   f) Answer phones, filing.

Education:

I have no extended education. I have 16 years of on the job training, working with people in addiction and homelessness. Over the last 16 years I have had some training in Domestic Violence, Behavioral Health First Aid, and Harassment Avoidance.

Madera Rescue Mission

Position Description – Greg Belmontez

- Job Tile: Deputy Director.
- Reports To: Executive/Assistant Director.
- I'm responsible for the development of all client programs, support operations, and program facilities as designated by the Executive Director. Program may include community outreach, shelter solutions, and recovery programs, to persons facing poverty, homelessness, addiction, and other life-controlling problems.
- I oversee and develop programs and relating services through the involvement of staff, volunteers.
- Provide appropriate client supervision and participation in program activities.
- Provide a safe, clean, and a safe environment of clients, Staff, volunteers, and visitors.
- Respond to problems concerning the Madera rescue mission. During the week and weekends.
- Interview potential clients over the phone, on campus, and in The Madera county jail.
- Communication with the Madera Probation Department with progress reports monthly, and drug test results.
- Assist with Madera Rescue mission special events, which includes in house tours, participating with outside agencies, and churches.
- Oversee the maintenance work, Troubleshoot, Electrical, plumbing, perform minor carpentry, flooring, painting, maintenance and repair.
- Teach class twice a week, counsel our clients in the program and guest.
- No extra education, on the job training, I volunteered for three years, House manager, driver, pick up food, clothing, donations, certified to teach Ace overcomers. I've been involved with the mission since 2008. I'm also a graduate of the Madera Rescue Mission 18-month drug and alcohol program. I stood on as a Volunteer for three years, in those three years I learned a great deal on how the mission was operated. The mission taught me how to serve those in need, without anything in return. Before I got to the Madera Rescue Mission, I served myself, lost in my addiction. The Madera Rescue Mission saved my life, through the teaching of Jesus Christ, The Bible say's Romans Ch: 12- 2, Do not be conformed to this world, but be transformed by the renewal of the mind, that by testing you may discern what is the will of God, what is good and acceptable and perfect. I'm so thankful that the Madera Rescue Mission gave me an opportunity to be part of their team and to serve my community. God's good!!!

Ligia Pacheco: Bachelor's in social work

Current Position: Accounting Office Manager/Grant Manager -Madera Rescue Mission.

Madera Rescue Mission Hired in June 2014

Job Duties:

- Maintain all receivables and payables as needed throughout each day in Quickbooks.
- Manage all incoming donations and record contact information in Donor Express software.
- Send out monthly mail merged thank you letters with donation records signed by the Executive Director.
- Submit semi-monthly employee hours via Excel spreadsheets with payroll company.
- Manage donation inputs from special event activities and record in Donor Express and Quickbooks.
- Data entry to donor tracking software
- Online research of charity organizations and philanthropic groups
- Applications and follow-up online
- Writing grant proposals
- Budget recommendations/proposals (FEMA & CDBG)
- Preparing received grant reports
- Spanish document translations and interpreting with clients

August 2011 & May 2012
BSW Social Work Intern-In Home Supportive Services:

- Receiving and evaluating applications for IHSS.
- Determining financial eligibility for IHSS and Medi-Cal.
- Visiting and interviewing consumers and/or their authorized representatives in their homes, developing a positive rapport with the consumer and family members.
- Determining a consumer's functioning in activities and indirect activities of daily living; assessing need for services, taking into account the recipients' home environment and existing support system.
- Determining the appropriate amount and type of non-medical IHSS services, which include: domestic (housecleaning), meal prep and clean-up, laundry, shopping & errands, personal care (bathing, grooming, dressing, feeding, bowel and bladder care, ambulation, transfers, moving in/out of bed, etc.), paramedical care, and protective supervision.
- Preparing descriptive documentation to capture relevant case information and reflect the social workers' first-hand observations from the home visit, utilizing a variety of computer systems, including the State-wide IHSS database (CMIPS) to issue formal Notices of Action.

Work Experience/Narrative: Emerson Carrick

My name is Emerson Carrick and I am 36 years old and have either worked or volunteered at the Madera Rescue Mission for the past 10 years. I graduated from Yosemite High School in the year 2000 with a 4.2 gpa, and then completed three years at UCSC focusing on environmental studies. I still need another year of upper division course work to get my bachelor's degree.

In August of 2008, I entered the Madera Rescue Mission's discipleship program, and graduated a year later. I was given the opportunity to stay on as a volunteer, doing the grave yard security shift. For a short period of time, when the Fresno Rescue Mission temporarily took over operations, I was an office assistant to Pastor Felix Vigil. After the Fresno Rescue Mission finished helping us out, I became the house manager, making sure the men in the discipleship program stayed on task and handling conflicts with them and our overnight guests. I was also overseeing the workers in the kitchen, being Serv Safe certified, ensuring proper cooking, food handling, and food storage.

For the past three years, I have been in charge of the MIOCR program, an acronym that stands for Mental Illness Offender Crime Reduction program, purchasing of food and supplies, and maintaining our vehicles.

We have 10 beds, 8 for men and 2 for women on site for what was originally people on probation whom also had a behavioral health diagnosis. Since the state funding for the MIOCR program ran out in June of 2018, Madera County Behavioral Health has taken over funding the program now called the Emerson House. I monitor and store our client's medications, and keep file notes on their progress as well as live on-site to handle any emergencies that may arise.

Every month I purchase food and janitorial supplies, and must adhere to a spending limit provided by the board of directors. We receive food donations from local grocery stores and restaurants on a daily basis, but there are many things like meat and produce that the kitchen needs to serve proper meals.

Taking care of the Mission vehicles involves routine fueling and oil changes, and searching for the lowest prices for parts and services that we can't perform on-site. We've had the good fortune of having many disciples come through the program that have been able to do things like brake jobs and minor installs and repairs, but for things like new tires and recalls we have to turn to professionals.

MADER-3 OP ID: PR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 559-665-3434 Pacific Ag Ins.-Chowchilla 216 W. Robertson Blvd Suite A Chowchilla, CA 93610 David Alexander	CONTACT NAME: David Alexander PHONE (A/C, No, Ext): 559-665-3434 FAX (A/C, No): 559-665-2411 E-MAIL ADDRESS:
INSURED Madera Rescue Mission PO Box 642 Madera, CA 93639	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Ins Comp. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			PHPK2143066	07/03/2020	07/03/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB725758	07/03/2020	07/03/2021	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pamela Richardson

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City of Madera

Business License

THIS LICENSE EXPIRES : 06/30/2021

License Number
4465

Location 1305 CLINTON ST MADERA, CA 93638

This license does not constitute acceptance or the use of the above locations as having complied with existing building codes or fire prevention codes. A licensee shall remain fully liable and responsible for bringing the premises in conformity with all applicable City and State codes. Finance Director must be notified of any change in address. This license is nontransferable, nonrefundable, and is subject to revocation for noncompliance.

Category: OTHER SERVICES

Type: NON PROFIT

DISPLAY IN A PROMINENT PLACE

PAID

For Office Use Only

City of Madera
Business License
205 West Fourth Street
Madera, CA 93637
(559) 661-5408

License Number
4465

Business Location: 1305 CLINTON ST MADERA, CA 93638

Issue Date: 09/29/2020

Expiration Date: 06/30/2021

Business ID: 53842

Business Name: MADERA RESCUE MISSION INC
Mailing Address: 1305 CLINTON
MADERA, CA 93638

This license does not constitute acceptance or the use of the above locations as having complied with existing building codes or fire prevention codes. A licensee shall remain fully liable and responsible for bringing the premises in conformity with all applicable City and State codes. Finance Director must be notified of any change in address. This license is nontransferable, nonrefundable, and is subject to revocation for noncompliance.

Category: OTHER SERVICES

Type: NON PROFIT

	FEES:
ADA BUSINESS LICENSE	$0.16
ADA COMPLIANCE FEE	$1.20
ADA BUILDING DEPARTMENT PORTION	$2.64
TAX EXEMPT	$0.00

Total Received: $4.00

IRS Department of the Treasury
Internal Revenue Service

Cincinnati Service Center
CINCINNATI OH 45999-0034

In reply refer to: 0227337219
May 02, 2017 LTR 858C 0
77-0144133 201612 10
00008367
BODC: TE

MADERA RESCUE MISSION INCORPORATED
PO BOX 642
MADERA CA 93639

040200

Taxpayer Identification Number: 77-0144133
Tax Period(s): Dec. 31, 2016

Form: 940

Dear Taxpayer:

We received your Form 940, Employer's Annual Federal Unemployment (FUTA) Tax Return, for the tax period(s) indicated above.

You are not required to file Form 940 because you have been determined to be an exempt organization under section 501(c)(3) of the Internal Revenue Code; therefore, you are exempt from paying federal unemployment tax. Please destroy any Form 940 returns you may have received. Do not make tax deposits for federal unemployment tax.

We will send you a refund for your payments for the current year. You may request refunds for payments made in previous years by filing a Form 843 claim. You must file a claim for refund within three years from the return due date, or within two years from the date you paid the tax, whichever is later.

Even though you are not liable for the federal tax, you could be liable for the state tax. States establish and operate their own systems. Therefore, you should contact your state to find out whether you are required to make contributions under the state unemployment compensation law.

If you need forms, schedules or publications to respond to this letter, you can obtain them by visiting the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

FY 2021-22 CDBG PROJECT

AGENCY: Madera Rescue Mission

PROJECT NAME: Homeless Services

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$ 5,000
Postage	0
Consultant Services	0
Maintenance/Repair	0
Publications/Printing	$ 1,000
Transportation/Travel Required for Business	0
Rent (portion allocated to this program)	0
Equipment Rental	0
Insurance	$ 5,000
Utilities	$ 20,000
Telephone	$ 4,000
Other Expenses (Specify):	0

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $35,000

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Madera Rescue Mission**
PO BOX 642
Madera, CA 93639

PROJECT TITLE: Homeless Services Program

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($36,500) WITH O.L.I.V.E. CHARITABLE ORGANIZATION

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with O.L.I.V.E Charitable Organization in the amount of $36,500 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and O.L.I.V.E Charitable Organization.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND O.L.I.V.E. CHARITABLE ORGANIZATION

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and O.L.I.V.E. Charitable Organization, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as

Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $35,500.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community *Development Act of 1974 and its amendments and Uniform Administrative Requirements* under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time- cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be

imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the

subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in

writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement,

the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during

the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
O.L.I.V.E. Charitable Organization
1625 Howard Rd. #170
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____

O.L.I.V.E. CHARITABLE ORGANIZATION:

By: April Molina
April Molina, Operations Director

Date: 7-8-2021

APPROVED AS TO LEGAL FORM:

By: _____

Alicia Gonzales, City Clerk

Hilda Cantú Montoy, City Attorney

Date: _____

_____ Date:

Exhibit A

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**	
Applicant Name:	O.L.I.V.E. Charitable Organization
Physical Address:	1625 Howard Rd. #170, 93637
Mailing Address:	1625 Howard Rd. #170, 93637
Program Name:	O.L.I.V.E. Safe House
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	84-2806845
Grant Administrator (Principal contact) First & Last Name and Title: Telephone Number and Email Address:	April Molina, Operations Director 559-706-8455 olivemadera2015@gmail.com
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Telephone Number and Email Address:	April Molina, Operations Director 559-706-8455 olivemadera2015@gmail.com
Amount Requested: $	39,463.64

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☐ No dividers	☐ Grant Application Coversheet
	☐ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☐ Program/Project Timeline
	☐ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☐ References

Submittal Option

1) Email to:
aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. See attachment:EXISTING SERVICES #1

Explain how your program supplements or complements existing services without duplicating them. See attachment: EXISTING SERVICES #2

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Which National Objective does your program meet? See attachment: EXISTING SERV #4

Which measurable objectives does your program meet? $ 39,463.64

How will your program meet its goals in one year? See attachment:EXISTING SERV #6

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. See attachment: EXISTING SERVICES #7

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
See Attachment: EXISTING SERVICES #8

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. See attachment: EXISTING SERVICES #9

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
See attachment: EXISTING SERVICES #10

When there is an overflow of clients, how is it determined whom to serve?
See attachment: EXISTING SERVICES #11

Discuss your program's/project's successes.
See attachment: EXISTING SERVICES #12

Discuss your program's/project's past performance (2015 to 2020).
See attachment: EXISTING SERVICES #13

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

See attachment: EXISTING SERVICES #14

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	250-300	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	24	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				X	X	X		
GENDER	Female	X						
	Male							
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	4
Not-Hispanic or Latino	20
Racial Categories*	
American Indian or Alaska Native	2
Asian	2
Black or African American	10
Native Hawaiian or Other Pacific Islander	0
White	2
Other	2

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: O.L.I.V.E. Charitable Organization

PROJECT NAME: O.L.I.V.E. Safe House

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$ 0.00
Supplies	0.00
Postage	
Consultant Services	5,000.00
Maintenance/Repair	2,500.00
Publications/Printing	
Transportation/Travel Required for Business	3,500.00
Rent (portion allocated to this program)	15,000.00
Equipment Rental	
Insurance	1,662.00
Utilities	7,000.00
Telephone	1,301.64
Other Expenses (Specify):	3,500.00

See attachment: EXISTING SERVICES #2

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

See attachment: EXISTING SERV #4

TOTAL CDBG PROJECT BUDGET: $ 39,463.64

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions. Olive is in constant communication will many different commur

2. Note complaints that have been received, etc.

   We have received no complaints.

3. Evidence of collaboration with other agencies within the community.

   Letters of collaboration and support provided.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Kim Contreras	Community Minister	World Impact	559-455-8995	contreraskimcoach@gmail.com
Sally Moreno	District Attorney	DA's Office Madera	559-805-6553	sally.moreno@maderacounty.com
Alicia Bennett	Community Member	Madera Rotary	425-531-2389	akbennett1985@yahoo.com

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Quarterly

What was the average number of Board members attending meetings last year?

5

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

4 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 03/09/2020

IRS Employer Number: 84-2806845

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation. Community Donations, CCP monies

How often are financial records audited, and by whom? Annually, by CPA

Are the treasurer and/or other financial officers bonded? No

If so, for how much? _____

List any judgments or pending lawsuits against the agency or program:

n/a

List any outstanding obligations:

n/a

RESOLUTION/CERTIFICATION:

We, the Board of Directors of O.L.I.V.E. Charitable Organization do hereby resolve that on 05/24/21, 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: May, 24th, 2021

AGENCY NAME: O.L.I.V.E. Charitable Organization

ADDRESS: 1625 Howard Rd. #170, Madera, CA 93637

TELEPHONE: 559-365-6265

Email Address olivemadera2015@gmail.com

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: _____
Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Queston No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
Total		

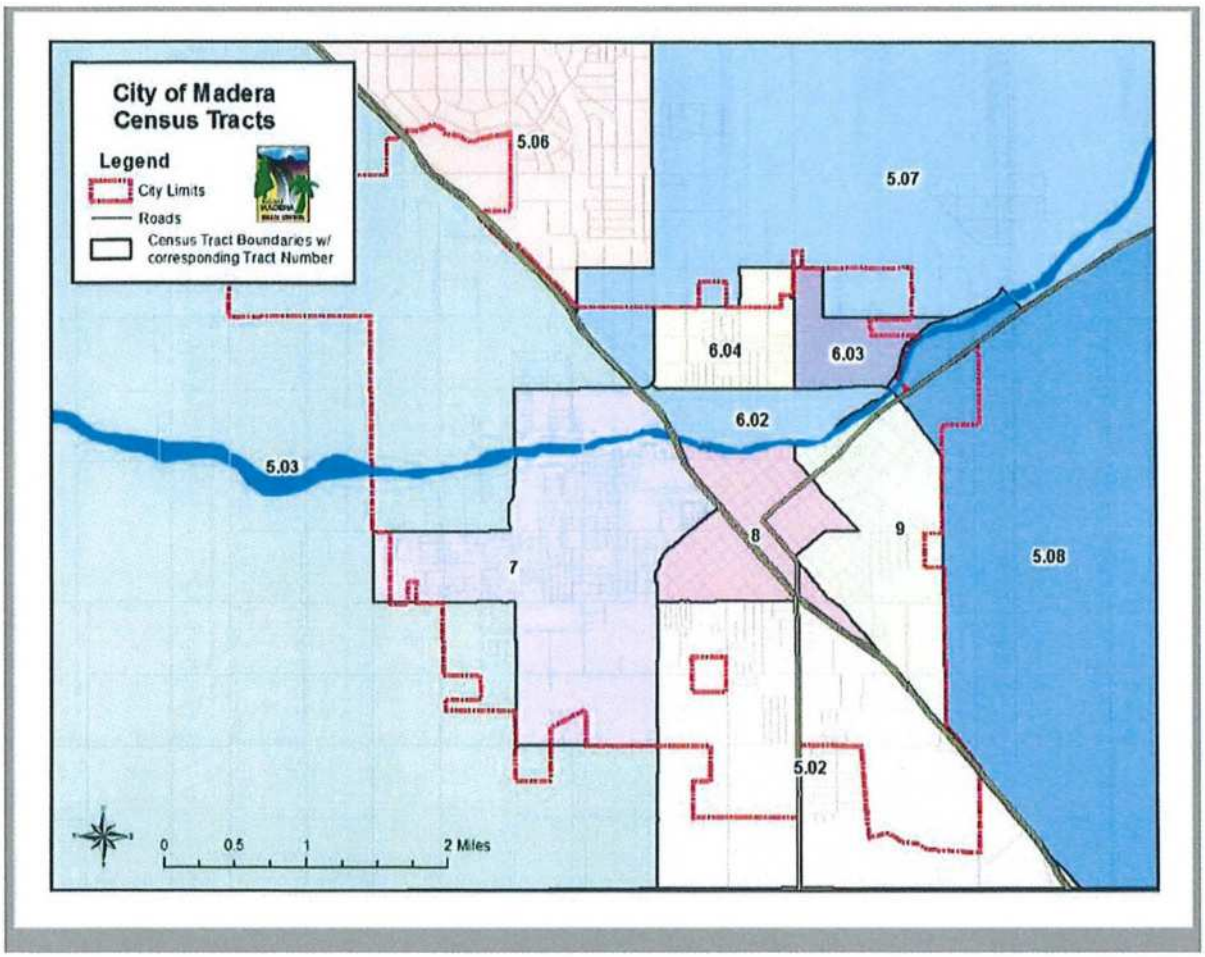
Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities



ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



PROGRAM/PROJECT NARATIVE:

O.L.I.V.E. Charitable Organization was founded by law enforcement to fill a gap in resources for victims of human sex trafficking in Madera. Our founder, Lt. Daniel Foss of Madera Police Department, saw this gap early in his career as a patrol officer. Through the combined efforts of law enforcement and students from Fresno State University, OLIVE was born.

Our organization is unique in two ways. The first is we are the only sex trafficking non-profit organization that we know of that was founded and has direct ties to law enforcement. The second is we have a unique approach as we attempt to empower those whose lives have been stunted in a devastating way.

All our current clients suffer from trauma induced PTSD. Studies have been done and have compared the PTSD suffered by victims of sex trafficking with that of combat soldiers coming home from war. This brings different challenges that occur in different areas. Olive brings a new approach of empowerment in that we offer more of a “supportive service” and allow the victims/survivors to succeed in their own decision making. It has been our experience that when someone who has been oppressed is given the opportunity to make wise choices for themselves, they will not always choose a path that leads to victory. Our role is to assist in setting goals and prioritizing those goals. Once a pathway is chosen, it is our job to assist in any way that is needed. This can include, but is not limited to, offering our safe house, paying rent/bills, offering contract counseling services, transportation, assistance with probation/parole, applications for school, writing resumes, tutoring, assistance with state/county resources, basic needs like food and clothing, assistance through the CPS system, navigation in healthcare system, advocacy in courtrooms, filing police reports, applying for drug/alcohol rehabilitation and so much more. When that path is strayed from, we guide them back to the path they have chosen.

It is our duty to understand that when we ask a person to come under our wing and into our program, we have just cut off any and all financial support for that person. Prostitution is a crime and not a viable or sustainable source of income. This creates a “dependency” on our organization that can be very costly. We rely on support from generous community members, businesses, and grants. This dependency is temporary as our goal is always to have the victims/survivors become fully functional members of society. We assist in setting goals that are attainable and once the first goal is attained, it gives a sense of pride to the victim. That pride catapults them on a long journey to success. The entire process can take about 1-2 years. As you can imagine, this is very expensive, however, it is worth every penny.

Since its inception in 2015, Olive has grown exponentially. We have serviced several survivors and given them the tools of empowerment in order for them to lead successful lives.

Recently, Olive has opened a much needed “safe house” in the City of Madera. The number one issue for survivors is safety. In order to have safety, housing is an absolute must. Current shelter options do not fit the needs of victims of sex trafficking. These shelters are great for issues such

as drug addiction, alcohol addiction, and chronic homelessness, however, trafficking victims are different in their responses to certain criteria. For example, most shelters have a “black out” period for the first month the person is in their shelter. We understand that this might work for some, however, victims of trafficking have been held captive and this method does not empower but seems to continue the oppression in the minds of the victim. This creates a wall on the part of the victim, and they tend to rebel against the authority and leave the facility without really understanding why and thus, blames the facility. Olive’s approach is to give the victim the freedom they have been longing for while working with them to set healthy boundaries. There are many reasons standard shelters will not work for victims of sex trafficking. Olive does not seek to change these shelters, but rather create a different experience for these victims who cannot live in such shelters.

While statistics surrounding human trafficking are estimated, we can say with 100% certainty that there are 250-300 victims of sex trafficking in Madera alone and this number is expected to increase in the coming years. Nationwide agencies like Polaris and the Federal Bureau of Investigation as well as other agencies estimate that within 5 years, human sex trafficking will surpass that of illegal drug sales creating an economic boom in illegal sale of sex. The national definition of “human sex trafficking” is- “the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act.” The law states that there must be a “third party” present for it to be considered sex trafficking. This means that the first person is selling the second person to a third person for sex. More often than not, the second person has no control over their life, possessions, finances, transportation, healthcare, or any other aspect of their lives that we take for granted. Madera is centrally located on Highway 99 between Los Angeles, Las Vegas, San Francisco and Sacramento. These cities are among the highest rated for sex trafficking in the nation. Being right in the middle on a major highway puts Madera as one of the many “stops” that are made while victims are being transported from city to city. This location also puts our own residents at risk. We have several clients that are from the Fresno/Madera area. We have local traffickers who take victims to these larger cities where they can sell them for more money.

Our safe house is capable of handling no more than 5 clients at any given time. Each of our rooms is designated to a specific agency for their use. The agencies that have a space in the building are: Madera Police Department/Chowchilla Police Department share room 1, Madera County Sheriff’s Office/Madera Probation share room 2, Olive/CAPMC share room 3, Madera District Attorney/Madera Defense Attorney share room 4, and then room 5 is designated for our “house mom.” This person is a survivor that is far enough along in recovery to make sure rules are followed, the house stays maintained, and the people are safe. This house mom also assists with schedules for victims, transportation and other needs that may arise.

Our work plan is to simply continue the work that has been set in motion by our founders. If granted, the money from this grant will go towards the expenses of having a safe house. The expenses are rent, power, water, garbage, maintenance, counseling/consulting services, transportation for victims, property/liability insurance, phone and internet service. Other expenses are food, clothing, and cleaning supplies.

Olive is only successful because of committed volunteers. We currently have 17 community members who have dedicated time and effort to our cause. Each volunteer is required to undergo our application process. Once they have filled out our application, an interview and background check are done. When these are passed, there is required training they must take. The first class is "Understanding Human Trafficking" through Fresno Pacific University. This class is between 4-5 hours long. It confronts myths and misconceptions about trafficking and exposes the cracks in the systems that have failed victims of trafficking for decades. The second required training is broken up into 3 sessions. This training is "Trauma YOUniversity" through the Clear-Thinking Alliance. The first two sessions are 3 hours each. The third and final session is 6 hours. This training is designed to explain how trauma affects the brain physiologically and how that effects decision making and emotions. Having our volunteers properly trained is paramount in the healing process for the victims. All these courses have a fee attached to them. Olive reimburses this fee once the courses are completed.

We currently have 5 members on our board of directors. Each one has proven to be a great asset in decision making and in keeping the much needed balance of an organization. Chairman is Lt. Dan Foss of Madera PD, President is Lt. Robert Blehm of Madera County Sheriffs Office, Vice President is Cynthia Ramos of Madera County Department of Child Support Services, Treasurer is John Molina of United Valley Insurance Services and our Secretary is Sylvia Anguiano a loyal volunteer. We will be adding two more law enforcement officials to our board in the coming months to bring the total board members to 7.

Olive has spent the past 3 years building partnerships with surrounding counties, agencies, and non-profits. We work alongside a long list of other organizations with the same passion that we have. Breaking the Chains, Central Valley Justice Coalition, World Impact, and Mollies House are just a few. We receive referrals as well as refer to these organizations. World Impact has a safe house in Fresno that we use as a triage center. This particular location offers housing, food, clothing, and 24 hour counseling. This is where our clients go first. Once there, we have more time to assess their needs. Every survivor is different with particular issues. Some need to finish high school, while others need help obtaining identification.

Our unique relationship with law enforcement also makes us different. We have received referrals from Fresno County Probation, California State Parole, Madera County Sheriff's Office and Madera Police Department. Recently, we were invited to join the Chowchilla Task Force with their law enforcement officials. Soon we will be partnering with California Department of Corrections to enhance their specialized program for youth offenders. The affect will be far reaching for young people ages 18-25 who are incarcerated. This will be through their restorative justice programming that they are looking to expand.

Our primary focus is on the aftermath the victims face when they are released from their bonds of sex slavery. However, prevention is also on the top of the list of our priorities. Lt. Dan Foss of Madera Police Department and our founder does presentations on tactics used by traffickers to manipulate their victims. His presentation is ideal as parents and guardians of young people need to know what to look for to prevent them from becoming victims. Pre-COVID, Lt. Foss was presenting this to audiences approximately 2-3 times a month at a variety of venues. Since

COVID, this has shifted to zoom conferences. This year alone he has been able to educate all 300+ employees at Child Protective Services, as well as host 3 presentations for various groups. We are working with Central Valley Justice Coalition to bring a one-day seminar this Fall. This seminar will be open to the public, law enforcement, city/county officials, and anyone else who is interested in learning about this heinous crime.

Right now, we are actively assisting 7 survivors. One of those has become a volunteer for our organization. She is advancing her education in psychology, is getting her certification as a life coach, and will be an active member on the Chowchilla Task Force. She also stands with Lt. Foss at his presentation with her own testimony for the audience. She has begun the Elevate Academy through Rebecca Bender's survivor organization. The House Mom at our building just graduated from Madera City College with enough credentials to be a substitute teacher. She will be attending Fresno State University this fall to finish her teaching credential program. She works full time and just purchased her first car on her own. Another survivor has just turned 18 and has decided to go back to school. She is working full time and has her own car as well. She is looking at moving in with friends in Fresno so she can be closer to her job. This young lady grew up in foster care and was sent out of the county to Southern California to be trafficked at the age of 14. Each of these young women is from right here in Madera. There are hundreds more out there just like them. Olive seeks to reach and restore each individual through intervention and empowerment. We teach these young women that they have value more than just what they have been used for.

We help these women see there is hope beyond the life they've lived.

PROGRAM TIMELINE

Olive has these steps that we follow. This whole process can take 1-2 years or longer.

Step 1: IDENTIFICATION

Victim is identified by law enforcement or another agency. Olive is called and we go on location to perform our 10-page assessment. If we determine the person is not a victim of sex trafficking, they are referred to an agency that better suits their needs. If they are found to be a victim of sex trafficking, we move to step 2.

Step 2: EMERGENCY HOUSING

a) Triage: Olive works in partnership with World Impact out of Fresno. World Impact owns a piece of property with a safe house in the back. This location is ideal for the first month or two. They offer shelter, food, clothing, 24/7 counseling, and they offer a team of volunteers to assist with immediate needs.
b) Olive Safehouse - Once the victim is triaged, we continue to assess their needs. The survivor is walked through their immediate needs first. These usually consist of but are not limited to:
    a. Obtaining identification
    b. Obtaining medi-cal
    c. Assessing further trauma counseling
    d. Assessing if any need for drug or alcohol rehab
    e. Elevate Academy through Rebecca Bender's organization
    f. Connect with probation/parole, assist with clearing warrants
    g. Family Reunification if possible, often this process comes later

Once all these things are determined, we work on step 3.

Step 3: EMPOWERMENT THROUGH EDUCATION

A large number of our survivors have not graduated high school. We connect them to an adult program that offers night classes. If they would rather pass the GED exam, we help them get that set up as well. If they have already gone through high school and would like to further their education, we assist them in getting financial aid for community college. If they do not want to further their education, we move on to step 4.

Step 4: JOB PLACEMENT

a) Resumes: Our volunteers work with the survivors to get a resume written. Once written, we have them begin job searches.
b) Job Placement: Olive provides the following, if not limited to dealing with work stress, transportation in both taking to work and picking up from work. We also provide references.

c) Managing Personal Finances: Once a job is found, we help them walk through the steps of getting a bank account. From there, they learn to manage money. This is often a difficult task. These survivors have never been in charge of their own finances, as their previous trafficker would not allow them to have money. From here we move on to step 5.

Step 5: PERMANENT HOUSING

This step is by far the most difficult. Most of our survivors have a criminal background. We work with them on getting a vacatur for the days of when they were trafficked, however this usually is tough to prove and can be a very lengthy process. Any section 8 housing assistance also takes a long time to get through. However, we have made progress with our survivors in this regard, and we come up with creative ways to help them get a place of their own.

Step 6: MAINTENANCE

Now that our survivors are on their own at some point does not mean that they do not need regular maintenance. They did not get in the position they were in by making great choices. We keep connection with them for the purpose of accountability. Also, they know that if they ever get into a bind, they can call us. We would rather have them call us than resort to the old way of prostitution for quick money. Our survivors are always a part of Olive. We have some who have become volunteers.

NOTE: *These steps are simply a "guideline." Any of them are subject to change depending on the needs of the survivor. We will assist in any need the survivor may have to the best of our ability. Each of our survivors is given a choice in everything they need. For example, they get to choose which school they want to attend. They get to choose which rehab program they want. If one does not work, then they get to choose a different one.*

BUDGET TABLE

Agency: Olive Charitable Organization

Project Name: Olive Safe House

Miscellaneous Project Cost:

Administrative Coast (not to exceed 10% of total grant)	$0.00
Supplies	$0.00
Postage	$0.00
Consultant/Counsiling Services	$5,000.00
Maintnance/Repair*	$2,500.00
Publication/Printing	$0.00
Transportation/Travel Required for Business	$3,500.00
Rent (Portion allocated to tis program) *	$15,000.00
Equipment Rental	$0.00
Insurance *	$1,662.00
Utilities *	$7,000.00
Telephone / Internet	$1,301.64
Other Expenses (Specify): Food and clothing	$3,500.00
	$39,463.64

CIP Request Only:

Lead-based paint assessment/abatement	$0.00
Construction/Renovation	$0.00
Consultant/Professional Services	$0.00
Construction Management	$0.00
Other Expenses (Specify)	$0.00
	$0.00

TOTAL CDBG PROJECT BUDGET:	$39,463.64

SUPPORTING DOCUMENTATION: Staff Work Experience

Currently, Olive has one paid staff member. April Molina has been paid through contract services for one and a half years. In order to make this happen, we have reached out to Community Corrections Partnership. They were generous enough to pay her wages until January of 2022.

April Molina came to Olive as a volunteer in February of 2018. She began with simple tasks like running errands and meeting clients. Her role has evolved into much more. She is responsible for all the administration tasks, case management for clients and guiding our team of volunteers.

Work History for April Molina:

> 2001-2011 Had a partnership in a House Cleaning business. Ran day to day scheduling, inventory of supplies, taxes assessments, estimates for potential clients, deep cleaning.
>
> 2012-2014 Sole Proprietor of a House Cleaning business. Ran day to day scheduling, inventory of supplies, taxes assessments, estimates for potential clients, deep cleaning.
>
> 2015-2019 Custodian at Grace Community Church. Duties included, scheduling a cleaning schedule, ordering supplies, receiving shipments, maintenance of property, cleaning inside/outside of church grounds.
>
> 2019-present Administrator/Case Manager for Olive Charitable Organization. Duties include, all administrative tasks, hosting meetings for volunteers, updating board members, case management for all clientele, dividing tasks for volunteers, fundraising, scheduling education presentations, attending conferences/trainings, potential client assessments, updating social media and website.

Volunteer History for April Molina:

> 2001-2019 April Molina spent 18 years volunteering at Grace Community Church. She was incredibly involved in different aspects of ministry. She taught elementary school children, youth ages 13 and up, was on the missionary leadership team, she was active in their outreach program.
>
> 2018-Present April Molina has resurrected the Love Madera campaign. This campaign began when she saw a need for cleaning in the Fresno River. She took her family down there and realized it would take a team of people to help get it done. That fall, 250+ volunteers spread out among 10 different service projects served their city. April Molina is still the current director of this program. She is responsible for attending monthly meetings with Love Our Cities, all social media content, connecting with project

leadership through out the city of Madera, pulling together a rally at Courthouse Park, making sure all the website is updated regularly.

Education for April Molina:

April Molina graduated high school a semester early in January of 1995. Since then she has only recently begun to further her education in the realm of human trafficking. She has completed all required trainings through Fresno Pacific University as well as Trauma YOUniversity. She has attended various conferences and trainings that focus on victim advocacy for sex and labor trafficking. These conferences are “Be Free” through Fresno EOC, “Sexual Attachment” through The Journey Series, and many others. She will be furthering her education beginning this fall in business administration.

MARKETING/OUTREACH PLAN

Social Media Platforms:

Social media is a powerful tool that we have used to spread information and awareness. We have increased in our "followers" on Facebook and Instagram. We went from less than 200 followers to almost 700 followers on Facebook. Instagram has seen a steady increase from less than 20 followers to just over 100 followers. This increase of followers is evidence that the community around us supports our efforts and wants to learn more.

Email Publication:

Olive has an account with Constant Contact. We have 288 subscribers to our email newsletter. We send one out every month with updates on victories for our survivors, volunteer opportunities, educational presentation schedule, and fundraising events. We have about a 55% "open rate" on our newsletter. This means just over half are opening and reading their email that we send out.

Website:

Recently, we have been able to host a website of our own. This allows for eCommerce as well as information about Olive. Our home page has information about how to identify sex trafficking as well as the FBI tip line and the national number to turn in suspected activity. We also host a variety of items for sale.

Service Clubs:

Madera Rotary, Madera Evening Lions and Soroptomist International have been instrumental in hosting Olive and making their members aware of the issues related to this topic. Lt. Foss is a member of Madera Rotary who are strong supporters. April Molina has joined the Madera Evening Lions to keep them updated. Both have a close connection to the Soroptomist International group.

Red Sand Project:

January is Human Trafficking Awareness and Prevention month. Olive participates in this nationwide campaign by hosting the "Red Sand Project." Red Sand Project is a participatory artwork created by Molly Gochman that uses sidewalk interventions and earthwork installations to create opportunities for people to question, connect and take action against vulnerabilities that can lead to human trafficking and exploitation.

**Our plan is to "stay the course." Internet marketing and outreach are the way of the future and we will continue to make progress in this area.*

CLIENT ELIGIBILITY/INCOME VERIFICATION PLAN

Olive maintains a client base that more often than not is homeless and jobless. When we assess a potential client, usually their primary income is prostitution. This is a crime and not a viable or sustainable source of income. We are unique in that we ask them to “quit working” rather than “keep working.”

Once they are no longer prostituting, they become dependent on us to meet all their needs. This can be very costly.

We are a “needs” based organization. If a client has no need to financial help, we help them in other areas where they need assistance.

There is no eligibility requirement to enter our program.

REFERENCES

Mike Farmer	Pastor/Chaplain	4th Street Church	559-706-4202
mfarmer@fourthstreet.org			
Kim Contreras	Community Minister	World Impact	559-455-8995
contreraskimcoach@gmail.com			
Debra Rush	Director	Breaking the Chains	559-283-0065
Alicia Bennett	Property Owner		425-531-2389
akbennett1985@yahoo.com			
Dino Lawson	Chief of Police	Madera PD	559-232-4167
dlawson@madera.gov			
Sally Moreno	District Attorney		559-801-6553
sally.moreno@maderacounty.com			
Robert Blehm	Lieutenant	Madera SO	559-395-5036
robert.blehm@maderacounty.com			

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:

As outlined in the program narrative, Lt. Daniel Foss of Madera Police Department noticed a gap in resources for women who are trapped in the illegal sale of commercial sex. It has been documented by law enforcement agencies and non-profits for about 10 years that commercial sex is mostly the crime of sex trafficking. Sex trafficking means there is a person selling another person to a third person for commercial sex. This crime has only been identified through law enforcement agencies for approximately 10 years. This industry went on being misunderstood for decades. Our resources for this information come directly from local agencies like, Central Valley Justice Coalition, Fresno EOC, Madera Police Department, as well as nationwide agencies like Polaris, Federal Bureau of Investigation, and Thorn. Thorn has developed technology that is used by law enforcement to track the online sales of victims. Having direct ties with law enforcement gives us an edge on this important technology. Currently, when we long onto Thorn's website, we can pull up over 20,000 ads for illegal sale of commercial sex. Not all of those are in Madera, however, we have estimated that on any given day, about 250-300 are in Madera. There is a great need for supportive services of victims of sex trafficking in this area.

Attachment: **EXISTING SERVICES**:

1. List other agencies currently addressing the need or problem described above.
    a. OLIVE Charitable Organization is currently the only agency that offers specialized housing, counseling, and case management for victims of human sex trafficking in Madera City/County.
2. Explain how your program supplements or complements existing services without duplicating them.
    a. Our program works in partnership with other agencies as the needs of the client become clear. When a person enters our program or safe house, they are connected to all the necessary services they need. We walk them through the paperwork, provide transportation to and from appointments, and connect them with any and all services available. We have helped with medi-cal, social security, ID cards, parenting classes, applying for county workforce, etc. Those who are referred to our program, enter the Elevate Academy through Rebecca Bender's non-profit organization that specializes in education for victims of sex trafficking, as well as trauma counseling that specifically targets victims of sex trafficking. If there is a service that is necessary for rehabilitation but unavailable in Madera City/County, we seek it out in other counties. Our goal is to provide all the available opportunities for empowerment and success.
3. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.
    a. OLIVE is an incredibly young organization. We have only been in operation for 6 years and only had our safe house open for 3 months. Our effectiveness is the testimonies of the women who no longer walk the streets but are enrolled in school, have full time jobs, have reunited with family, and have years of successful therapy under their belts.
4. Which National Objective does your program meet?
    a. The national objective that Olive meets falls under LOW/MOD: "**Area Benefit**, **Limited Clientele**, and **Housing**." Through the services offered by Olive, all these criteria are met. **Area Benefit:** Our outreach is specific to street level prostitution. This issue is growing and is usually met with hostility from community members. It is also unsafe for many low-income women and young girls in our community as they are direct targets of traffickers. Sex trafficking touches the lowest level of income the most often. Prevention and assistance to high-risk individuals and victims of sex trafficking reduces crime in most areas of the city, as well as helps to eliminate poverty. **Limited Clientele:** All the clientele of Olive fall into the low/mod category. Olive limits its services to only victims of sex trafficking. The victims have no income of their own, no housing options, no

stable jobs, and no way to provide for themselves. All our clientele has experienced severe abuse and trauma. All the clientele of Olive are homeless when first contact is made. **Housing:** Olive provides a "safe house" specifically designated for victims of sex trafficking. Our shelter provides much needed safety from violence and threats of violence by traffickers. This house is meant to be temporary, but long enough to get our clientele proper trauma counseling for behavioral health issues, obtaining proper identification, reunification with family, referrals to rehabilitation programs, connecting to health screenings, allowing time for housing through state and local programs, and provide workforce/school assistance. All these services are free of charge for clientele.

5. Which measurable objectives does your program meet?
    a. $39,463.64
6. How will your program meet its goals in one year?
    a. Olive's goals are simple, help victims maintain their own personal goals. Olive works with victims to set their own goals. Once those goals become clear, we help victims prioritize the most immediate need to the ones that can happen later. Once priority is established, our job becomes assistance and accountability. Our clients do the work themselves. This builds empowerment within the person and a sense of pride. Once that is establish, the goals become accessible in the mind of the client.
7. What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letter of commitment.
    a. Olive has applied for funding through Community Corrections Partnership Madera County for wages for one employee. The grant monies are tied to AB-109 Public Safety Realignment Act of 2011. Olive fits the profile for this money because we handle a population that is both criminal and victim related. Although we assist "victims" of sex trafficking, often this is translated into the crime of prostitution in the current justice system. The majority of our clients are either on probation or have been charged/convicted of the non-violent crimes of drugs or prostitution. This funding from CCP was approved May 26th, 2021. The funding we are asking from CDBG will be for housing, not wages.
8. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain. (be specific).
    a. Olive hosts an annual dinner/auction to raise funds to be used for direct services for clientele. Since the founding of Olive, giving and fundraising has been on a steady incline. I have attached copies of our tax forms for the last 4 years. Despite our organization being unable to host our annual event during the shut-down of 2020 due to the COVID-19 pandemic, Olive saw in increase in charitable

giving from community members and service clubs. Our annual increase has been evidence that the community sees a need for our organization. As human trafficking becomes more and more evident nationwide, it is imperative that we keep our doors open to those who are vulnerable in the community. The goal we have set for fundraising this year is $30,000.00. We anticipate reaching this goal.

9. What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters, and petitions.
    a. Olive has reached out to local services clubs. Madera Rotary, Madera Evening Lions, UV Cares, and Soroptomist International were among the community members who came in, spent lots of time and money to furnish our building. Each service club was given rooms to make their own. Each room has come out beautifully. They really did a great job making sure it looks and feels like a home. Our team is made up of 17 volunteers from various parts of the community. This does not include our board of directors. We meet monthly to discuss what we can do to improve our services. Each of our volunteers has a position that only they can fill. We have one who takes the women grocery shopping for healthy items every couple of weeks. We have one who provides crafts once a week. We have several who come out to sit and spend time with our women building healthy relationships. Some of our volunteers are available for transportation purposes and some for case management. We rely very heavily on support through volunteering from our community members. We have attached several letters as an example of support from our community partners.
10. If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
    a. Often victims of sex trafficking are not safe in the community they are in. This becomes an issue when city/county monies are involved. If we need to move a victim to a different county for their own safety, we used privately donated money and volunteer hours to facilitate this.
11. When there is an overflow of clients, how is it determined whom to serve?
    a. In the case of overflow of clients, we have partnered with other agencies outside of Madera that we refer them to. We have spent the last 3 years building a network of agencies between Fresno and Merced. Olive has grown at a rapid rate, so we had to have alternative solutions.
12. Discuss your program's/project's successes.
    a. Olive is young in the realm of non-profit organizations. We have been around going on 6 years. In those six years, we have grown from one volunteer helping one client to a team of volunteers, one employee and reaching an average of 8 victims per month. This year, we have been successful in opening our safe house for victims to have a place to be safe while they are rehabilitated. With 5 rooms

available, this makes all the difference in recovery. Having the stability and safety of housing means our survivors can focus on their personal goals rather than survival. All our survivors are at different levels in their recovery. Some are ready to work almost right away. Others may need more counseling before entering the workforce is possible. We have one who came to us through Madera County Sheriff's Office. Since coming into our program, she has entered the workforce, has her own car, and is about to move into her own place. Another survivor is entering a teaching program at Fresno State University. She has spent the last 4 years working hard on herself through counseling, drug rehab, job searches, scholarships, etc. All our survivors are doing exceptionally well where they are right now. Each one has their own success story. We have also been more successful in our educational front. Pre-covid shut down, we were doing 2-3 education presentations per month for the community. During covid shut down, we had to switch our venue to zoom which proved difficult but still successful. In February, Child Protective Services reached out to us and we were able to provide training for over 300 of their employees. This year, we will be partnering with Central Valley Justice Coalition to host a one-day seminar this fall. We have been contacted by California Department of Corrections help them enhance their specialized youth offender program through restorative justice. This will affect the population ages 18-24 years old that are currently incarcerated or at risk of becoming incarcerated.

13. Discuss your program's/project's past performance (2015 to 2020)
    a. As stated, Olive has seen exponential growth in the last 5 ½ years. Olive has gone from one Lieutenant volunteering his time helping one or two victims to a team of 17 volunteers helping multiple victims. Over the last four years, Olive has gone from 1 client to assisting over 20 clients. Olive has spent the last 4 years expanding partnerships with other local law enforcement and human trafficking agencies and have significantly expanded our services. Olive has also made great progress in the last few years with reaching out to area agencies and building partnerships with community service clubs, businesses, and other non-profits. We now offer transportation services, housing options, trauma counseling, help with obtaining proper identification, and assistance with connecting to proper resources. We also assist with navigating all available options through the state of California and beyond. We have a success rate of about 85%, however, we are still in contact with the 15% that did not want our services. In this past year alone, we have not had to do any street outreach ourselves. We have had different agencies reach out to us instead. Those agencies consist of but are not limited to Fresno Probation, California State Parole, CAPMC, Central Valley Justice Coalition, Central Valley Against Human Trafficking, World Impact, Madera Police Department, Madera County Sheriff's Office, Madera County

Behavioral Health, and many others. The number of identifiable victims of human trafficking will only increase in years to come.

14. Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
    a. Olive is the only recorded agency in all of Madera County that directly targets the population of sex trafficked victims. As other agencies have a variety of services, Olive has one. Our focus will remain on street level prostitution. Documentation is in our assessment form. We ask very direct questions during the assessment process to be sure they are a victims of human sex trafficking. The law is clear that there must be a “third party” involved in the selling of sex to a customer. This third party is the trafficker. Once that is identified through our assessment process, we move forward with services. If it is found that this is not the case, we refer to an agency that fits the individual.

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

Madera, CA 93638

Dear Mayor and Members of the City Council,

It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

I have worked closely with Olive over the last two years as they have worked tirelessly to open their new safe house. The financial support that this grant monies will provide will go a long way in improving the lives of the victims of sex trafficking. Granting this request will ensure Olive's necessary work will continue to serve the most vulnerable members of our community.

With Olive being the only support for victims of sex trafficking in the city and county of Madera, it is my personal belief that we should all do what we can to make sure they can continue their good work.

In conclusion, I fully support the efforts of Olive to seek external funding to support a program designed to assist victims of sex trafficking. Any programs that can help women get off the streets and out of the sex industry will benefit our community at large.

Signature

5/26/2020

Date

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Janice A Young

Signature

5-26-2021

Date

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Gabriela Chavez 5.25.21

Signature Date

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Sylvia Anguiano _____ 5/27/2021

Signature Date

O.L.I.V.E. Charitable Organization

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Signature

05/27/2021

Date

SOROPTIMIST
Best for Women

Soroptimist International
Of Madera
P.O. Box 995
Madera, CA 93639

May 25, 2021

To Whom It May Concern:

Soroptimist International of Madera has been supporting The Olive Foundation over the last several years. We wholeheartedly support their vision and goals to assist women and girls who are affected by the cruelness of human trafficking. Our organization's mission statement is being realized by the efforts made by our collaboration with The Olive Foundation.

Over the past several years, we have provided donated items, monetary support, and most recently have helped to furnish and decorate two of the rooms at the safe house established by the Foundation. We plan to continue to support the Foundation with continued monetary support and also volunteer as mentors or in any other capacity, if needed.

Our community will be well served to continue to support this organization well into the future. The needs of the women affected by human trafficking will be long-term, and it will take the resources and support from many people, agencies, and organizations to continue the goals and accomplishments of The Olive Foundation.

Thank you.

Sincerely,

Celeste Voyles

Celeste Voyles, Chairperson
Olive Foundation Committee
Soroptimist International of Madera

Soroptimist is a global volunteer organization that provides women and girls with access to the education and training they need to achieve economic empowerment.

WORLD IMPACT – FRESNO
646 N. Bond St.
Fresno, CA
(559) 455-8995

Manuel & Kim Contreras
mcontreras@worldimpact.org
kcontreras@worldimpact.org

May 26, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

Madera, CA 93638

Dear Mayor and Members of the City Council,

It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

I have worked closely with Olive over the last two years as they have worked tirelessly to open their new safe house. The financial support that this grant monies will provide will go a long way in improving the lives of the victims of sex trafficking. Granting this request will ensure Olive's necessary work will continue to serve the most vulnerable members of our community.

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Sincerely,

Kim Contreras

Madera Rotary Club

Meets Tuesday Noon at Madera Municipal Golf Course

Rotary Opens Opportunities

Madera Rotary Club
PO Box 135
Madera CA 93639
501 (c) 3
Tax ID 77-0285234

Sandra Avila Mendez
President
(559) 479-0454

Velvet Rhoads
Claudia Densmore
Co-Treasurers
(559) 479-1949

Beverley Iverson
Secretary
(559) 284-1315

May 27, 2021

City of Madera CDBG Grant Division
205 W. 4th Street
Madera, CA 93638

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Rotary

Sandra Mendez, President
Madera Rotary Club

Signature _____ Date 5/27/21

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

City of Madera CDBG Grant Division

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N B Clarkinolaps

Signature

5/27/21

Date

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Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

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Julia O'Kane

Signature

5-26-21

Date

THE VINEYARD

O.L.I.V.E. Charitable Organization

Overcoming Limitations Through Intervention, Value and Empowerment

RESTAURANT & BAR

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

Madera, CA 93638

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Signature

5.27.21

Date

605 South "I" St, Madera, CA 93637 • (559) 674-0923

vineyardrestaurant.com

May 27, 2021

City of Madera CDBG Grant Division
205 West 4th Street
Madera, CA 93638

Dear Mayor and Member of the City Council,

It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

Ever since becoming aware of the organization in 2017 I have believed in their mission and work here in our community. This work is imperative to the recovery of the women they help.

I have been fortunate to work closely with them by furnishing the building which has become their safe house. Dan Foss and April Molina have worked tirelessly to make the safe house a reality. The financial support that these grant monies will provide will go a long way in improving the lives of the victims of sex trafficking. Granting this request will ensure Olive's work will continue to serve the most vulnerable members of our community.

I appreciate the way O.L.I.V.E. works closely with so many local organizations, making the safe house truly a community asset. I hope with the City of Madera's help that the safe house continues to thrive for many years to come.

In conclusion, I support the efforts of O.L.I.V.E. to seek external funding to support a program designed to assist victims of sex trafficking. I hope you all see the value this organization provides our community and will give it your full support.

Sincerely,

Alicia Bennett

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

City of Madera CDBG Grant Division

205 W. 4th Street

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L. Bradley — 5/27/21

Signature — Date

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

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Richard C Rollins — Signature

5/27/21 — Date

O.L.I.V.E. Charitable Organization

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May 21, 2021

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Cynthia Ramos — 05-27-2021

Signature — Date

O.L.I.V.E. Charitable Organization

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Jennifer Lee-Tates
Signature

05/27/2021
Date

O.L.I.V.E. Charitable Organization

Overcoming Limitations through Intervention, Value and Empowerment

May 21, 2021

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Billy Yates

Signature

05/27/21

Date

Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: O.L.I.V.E. Charitable Organization

PROJECT NAME: O.L.I.V.E. Safe House

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$ 0.00
Supplies	0.00
Postage	
Consultant Services	5,000.00
Maintenance/Repair	2,500.00
Publications/Printing	
Transportation/Travel Required for Business	3,500.00
Rent (portion allocated to this program)	15,000.00
Equipment Rental	
Insurance	1,662.00
Utilities	7,000.00
Telephone	1,301.64
Other Expenses (Specify):	3,500.00

See attachment: EXISTING SERVICES #2

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

See attachment: EXISTING SERV #4

TOTAL CDBG PROJECT BUDGET: $ 39,463.64

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **O.L.I.V.E. Charitable Organization**
1625 Howard Rd #170
Madera, CA 93637

PROJECT TITLE: O.L.I.V.E. Safe House

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($5,000) WITH PEQUENOS EMPRESARIOS

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Pequenos Empresarios in the amount of $5,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and Pequenos Empresarios.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND PEQUENOS EMPRESARIOS

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Pequenos Empresarios, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as

Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $5,000.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time- cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. *Subcontracts*

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the

Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems

appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of

every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
Pequenos Empresarios
414 Elm Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

PEQUENOS EMPRESARIOS:

By: Leonor Hipolito
Leonor Hipolito, President

Date: 07-06-2021 LH

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____ Date:

_____

Exhibit A

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**	May 27, 2021
Applicant Name:	Pequenos Empresarios Inc
Physical Address:	16905 Rd 26 Suite #103, Madera, Ca. 93638
Mailing Address:	414 Elm St, Madera, Ca. 93638
Program Name:	Virtual Program
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	45-5640209
Grant Administrator (Principal contact) First & Last Name and Title: Telephone Number and Email Address:	Leonor Hipolito President (559)7184801 bs.pequenosempresarios@gmail.com
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Telephone Number and Email Address:	Leonor Hipolito President (559)7184801 bs.pequenosempresarios@gmail.com
Amount Requested: $	44,900

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☐ No dividers	☐ Grant Application Coversheet
	☐ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☐ Program/Project Timeline
	☐ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☐ References

Submittal Option

1) Email to: aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. KidsHealth, Childming.org, and unicef

Explain how your program supplements or complements existing services without duplicating them. attachment.

budget attachment

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Which National Objective does your program meet? attachment.

Which measurable objectives does your program meet? $ 0.00

How will your program meet its goals in one year? attachment

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. attachment.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
attachment.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. ---

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
Our request funds will be to serve children residing within the City of Madera, Ca

When there is an overflow of clients, how is it determined whom to serve?
Children are selected on a first come first serve basis.

Discuss your program's/project's successes.
attachment.

Discuss your program's/project's past performance (2015 to 2020).
attachment

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

attachment.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	21,040	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	140	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		x
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	yes	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		60	20		30	10		
GENDER	Female	60						
	Male	80						
FEMALE HEAD	15							

Ethnic Categories*	No.
Hispanic or Latino	140
Not-Hispanic or Latino	
Racial Categories*	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: pequenos empresarios

PROJECT NAME: Virtual Program

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	
Postage	
Consultant Services	0.00
Maintenance/Repair	0.00
Publications/Printing	
Transportation/Travel Required for Business	0.00
Rent (portion allocated to this program)	
Equipment Rental	0.00
Insurance	
Utilities	
Telephone	
Other Expenses (Specify):	

attachment.
budget attachment.

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

attachment.

TOTAL CDBG PROJECT BUDGET: $ 0.00

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions. attachment

2. Note complaints that have been received, etc.

   n/a

3. Evidence of collaboration with other agencies within the community.

   Wellsfargo, Latino Community, Consulado de Mexico, and Fresno Area Chamber

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Adriana Saldivar	Program Manager	LatinoCommunityFoundation	559-827-5373	asaldivar@latinocf.or
Maria Fernandez	Community Department	Mexican Consulate	559-233-3065	mcamara@consulmexfresno.net
Armando Jimenez	Insurance	New York Life Insurance Company	559-824-6904	ajimenez@ft.newyorklife.com

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Last thursday of every month

What was the average number of Board members attending meetings last year?

6

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

3 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 10/28/2013

IRS Employer Number: 45-5640209

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

How often are financial records audited, and by whom? no audit requirements form wellsfargo

Are the treasurer and/or other financial officers bonded? No

If so, for how much? _____

List any judgments or pending lawsuits against the agency or program:

N/A

List any outstanding obligations:

N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Pequenos Empresarios Inc do hereby resolve that on May 27, , 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: May 27, , 2021

AGENCY NAME: Pequenos Empresarios Inc

ADDRESS: 16905 Rd 25 Suite #103, Madera, Ca 93638

TELEPHONE: (559)718-4801

Email Address bs.pequenosempresarios@gmail.com

By: Leonor Hipolito
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: Leonor Hipolito
Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

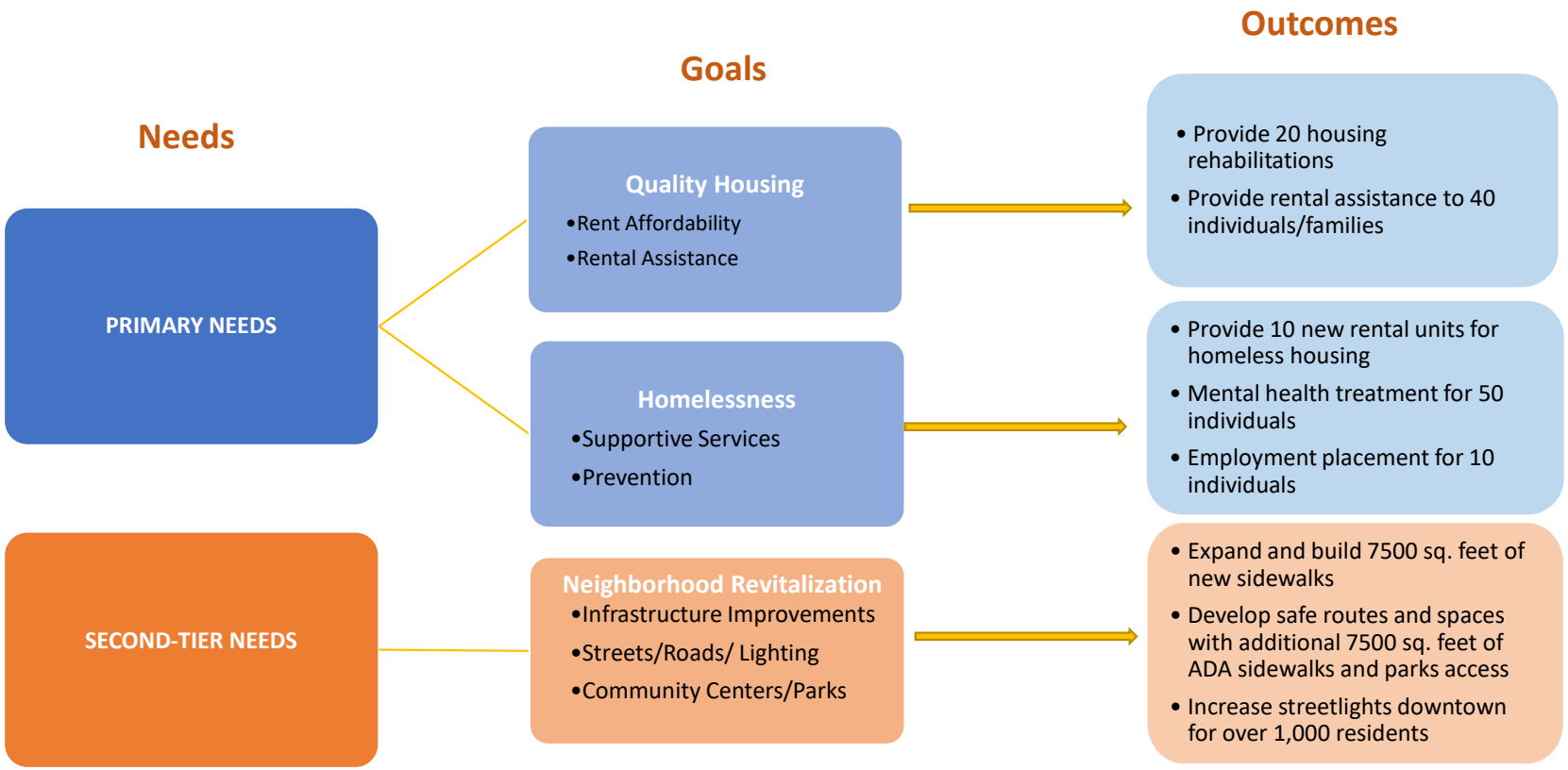
DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Queston No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
Total		

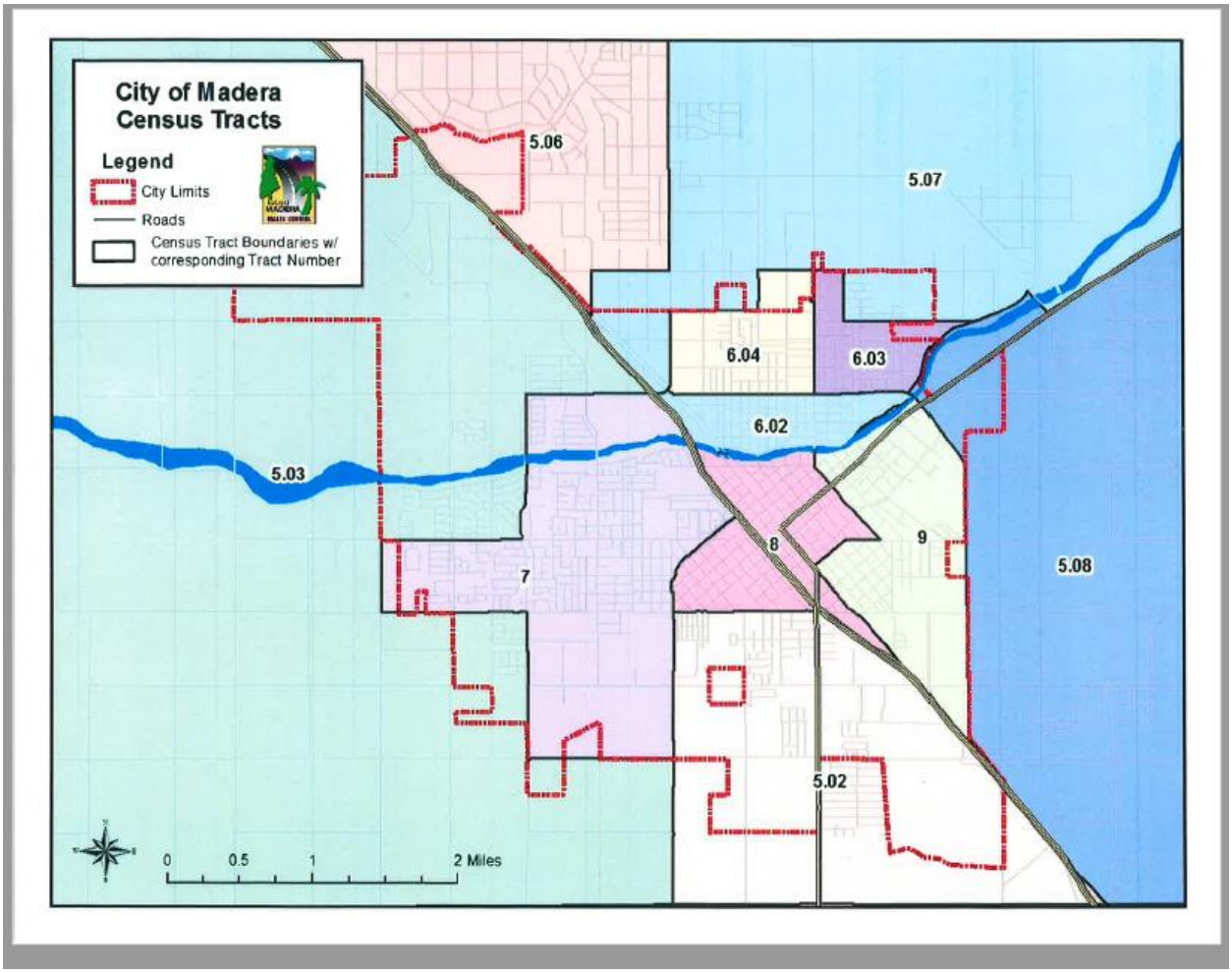
Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities



ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



ATTACHMENT

Please see answers below to some of the questions in the application.

Explain how your program supplements or complements existing services without duplicating them.

Our services are geared towards reinforcing the core subjects to better prepare students and help them increase their grades. Additionally, students are tough healthy habits that are normally lacking in regular schools such as discipline, goal setting and personal development .

_____

Which National Objective does your program meet?

We will be meeting National Objective number two and three. Public Services Services that assist abused, abandoned or neglected children. Mental health services and facilities. Senior services. Economic Development: Financial assistance for low-income individuals to create or expand a business. Programs to assist with job skills development and job placement.

_____

Which measurable objectives does your program meet?

our measurable objectives are met by mentoring these children to become successful entrepreneurs and businessmen by the improvement of reading, comprehensive, and verbal communication as well as writing communication

_____

How will your program meet its goals in one year?

Our goal is to improve their grades and grade point average from the start of the program to the completion of the program. We have many programs in place to meet there's objectives including, but not limited to: Writing, assignments, reports, presentation and accountability for one's actions.

_____

What financial resources, other than the City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

We are a Non-profit organization and as such as the community for support in the form of fundraisers, donations, and grants.

_____

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fundraising? If net fund raising is not increasing, please explain (be specific).

ATTACHMENT

We have been successful in obtaining a grant from WellsFargo, FordDream, CaRelief, Armando Jimenes, and a grant from Eidl. Our goal is to reach out to the financial institution and successful businesses in our community requesting funding for our program.

_____

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

_____

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

Services will not be offered outside the Madera city limits.

_____

When there is an overflow of clients, how is it determined whom to serve?

We give priority to low income families. Parents complete an application where they share their combined income. Children are selected on a first come first serve basis.

_____

Discuss your program's/project's successes.

We successfully helped more than 100 kids and their parents complete the program where many of them have started their own business and because of this obtained additional income that prevented them from possibly becoming homeless. Additionally, since the program inception, 90% of the students who have received the services have considerably increased their school grades and their social and communication skills.

Discuss your program's/project's past performance (2015 to 2020).

In our eight years of serving the community, the Pequenos Empresarios program has grown each year. We have increased the number of children enrolled in the program. As well as Pequenos Empresarios have been improving the workshops for a better performance each year. We are happy to say that our parents' community love and support the program. Our programs have been recognized by other organizations to be a great program for kids.

_____

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

Surveys, Feedback, Reviews, and a questionnaire at the end of the program for parents to answer.

Virtual Program

16 weeks/ 100 hours **50 Students**

Budget Summary Per Child

CATEGORY	ESTIMATED	ACTUAL	OVER/UNDER
Administration	292.00	292.00	0.00
Staff	180.00	180.00	0.00
Workshops	80.00	80.00	0.00
Supplies	200.00	200.00	0.00
Graduation	146.00	146.00	0.00
Total Expenses	**898.00**	**898.00**	**0.00**

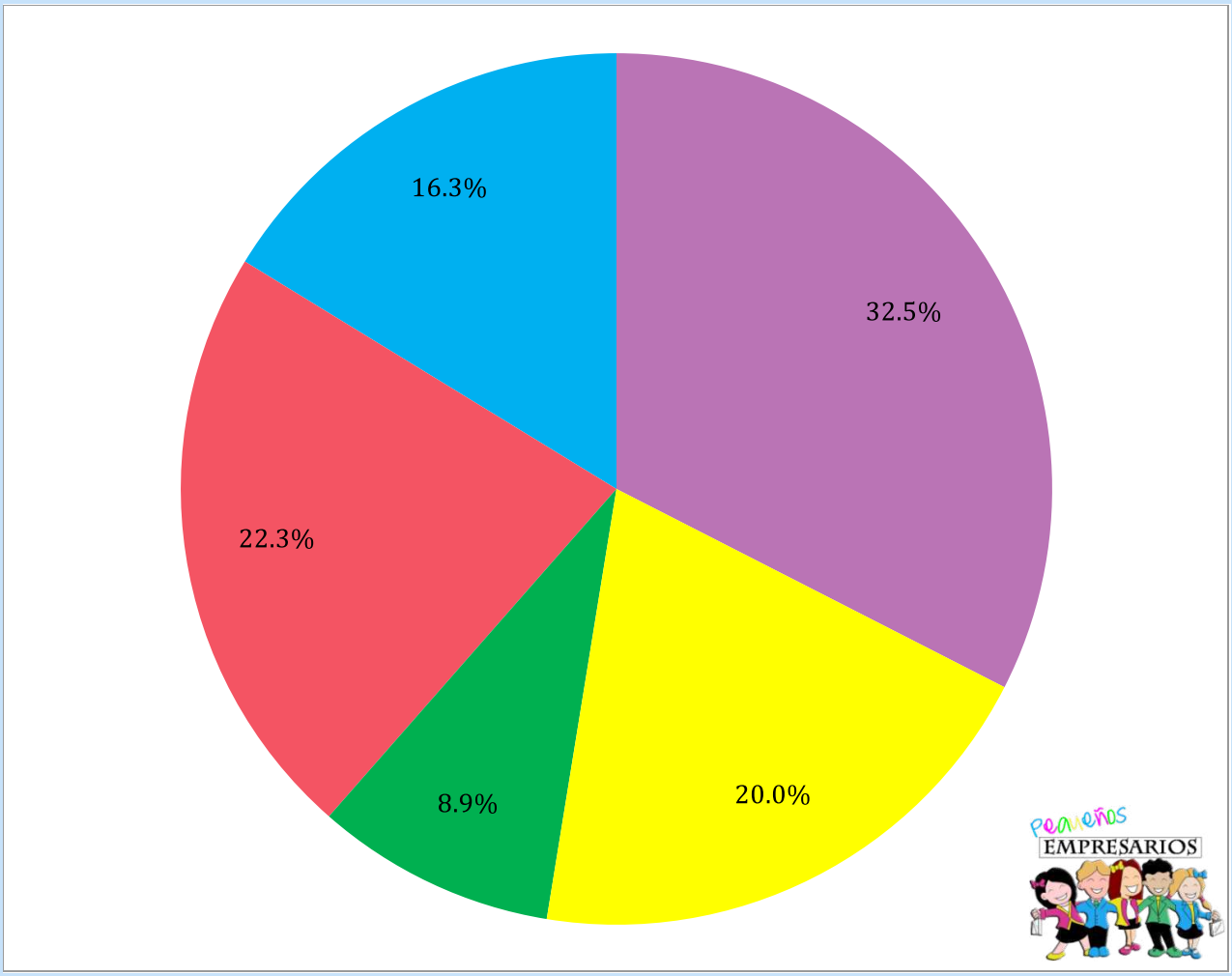


Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: pequenos empresarios

PROJECT NAME: Virtual Program

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	
Postage	
Consultant Services	0.00
Maintenance/Repair	0.00
Publications/Printing	
Transportation/Travel Required for Business	0.00
Rent (portion allocated to this program)	
Equipment Rental	0.00
Insurance	
Utilities	
Telephone	
Other Expenses (Specify):	

attachment.
budget attachment.

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

attachment.

TOTAL CDBG PROJECT BUDGET: $ 0.00

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Pequenos Empresarios**
414 Elm St
Madera, CA 93638

PROJECT TITLE: Virtual Program

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Attachment 7

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($35,500) WITH MADERA COALITION FOR COMMUNITY JUSTICE

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Madera Coalition for Community Justice in the amount of $35,500 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA COALITION FOR COMMUNITY JUSTICE

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Madera Coalition for Community Justice, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as

Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $35,500.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time- cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be

imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the

subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in

writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement,

the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during

the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera -- Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
Madera Coalition for Community Justice
219 S. D Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

MADERA COALITION FOR COMMUNITY JUSTICE:

By: Lourdes Herrera
Lourdes Herrera, Director

Date: 07/2/2021

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**	
Applicant Name:	Madera Coalition for Community Justice
Physical Address:	219 S. D St.
Mailing Address:	
Program Name:	Madera Rental Assistance Program
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	77-0391942
Grant Administrator (Principal contact) First & Last Name and Title: Telephone Number and Email Address:	Lourdes Herrera Director 559-661-1879; lourdesh@maderaccj.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Telephone Number and Email Address:	Same as above
Amount Requested: $	77,300

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☒ Font: 12 point ☒ Paper: 8 1/2 x 11 ☒ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☒ One-inch top, bottom, left and right margins ☒ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☒ No dividers	☒ Grant Application Coversheet
	☒ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☒ Program/Project Timeline
	☒ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☒ References

Submittal Option

1) Email to:
aestrada@madera.gov

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. See narrative.

Explain how your program supplements or complements existing services without duplicating them. See narrative.

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Which National Objective does your program meet? See narrative

Which measurable objectives does your program meet?

How will your program meet its goals in one year? See narrative

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. See narrative.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
See narrative.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. See narrative.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
See narrative.

When there is an overflow of clients, how is it determined whom to serve?
See narrative.

Discuss your program's/project's successes.
See narrative.

Discuss your program's/project's past performance (2015 to 2020).
See narrative.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

See narrative.

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

There is nothing more devastating to a family short of a life-threatening illness like COVID-19 than being homeless because it disrupts every aspect of the day-to-day lives of family members. Likewise, there is nothing more destabilizing for a community than to have a large number of residents suddenly becoming homeless with no housing especially given the area's static housing stock. There is the obvious health and safety dangers posed. But stressors begin building up long before the actual eviction causing an increase in domestic violence, child abuse, drug and alcohol abuse which take a frightful toll on families. As such, it is the most pressing emergency need in Madera even more so than food security.

The need for affordable housing has been documented in the local jurisdiction's housing plan and HUD Consolidated Plan for multiple decades. Same is reflected in Madera County and Chowchilla's planning documents. The need has become more acute with each succeeding year as families looking for housing outstrip the production of new housing. This reached crises proportions with the advent of COVID. The specter of rising homelessness was an existential threat but for the federal CARES Act I & II which staved off massive evictions by providing a temporary reprieve. However, the rental assistance was earmarked for those who were directly impacted by COVID. However, there are many families who were indirectly impacted the pandemic in a myriad of ways but ineligible for rental assistance. Thus, the current Housing Is Key's Emergency Rental Assistance Program is used sparingly by tenants behind in their rent. MCCJ's experience in managing the CDBG COVID-19 rental assistance is that approximately a third of the applicants are eligible and/or able to provide documentation supporting their claims. Separately, AB 1482 and 3088 and SB 91 have been a collective godsend. But once again, they strictly target those directly impacted by COVID-19. Once again, the overwhelming majority of tenants struggling with rent payment are simply not covered. But for the aforementioned laws and other actions taken by the state and the courts, there would be a deluge of evictions. As it is, many families are teetering on the brink of homelessness, experiencing transitory homelessness, overcrowding and/or overpaying for housing.

The need for rental assistance in the City of Madera is an understatement.

Overarching goal is to keep families facing loss of housing housed whether by keeping them in their current housing and failing that, putting them in new housing. In that connection, a secondary goal ensuring that their utilities are uninterrupted. rules will be put in place and implemented to ensure that the funds are conserved, safeguarded and judiciously managed in order to maximize the number of families assisted.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. Explain how your program supplements or complements existing services without duplicating them.

The City is preparing to release approximately $350,000 in rental assistance for tenants facing eviction due to loss of income attributable to COVID-19. Likewise, the County is contemplating earmarking a small amount of money for rental assistance from its CDBG allocation. Once again, both programs target those directly impacted by COVID-19. Both MCCJ and CAPMC are in line to receive funding from the City to assist with disbursing the rental assistance.

CAPMC and CVOC receive money from other sources that they use to assist tenants unable to pay rent. Neither require documentation of COVID-10. However, the amount is approximately $500 and in the case of the latter, only migrant families are eligible. Suffice it to say that the pool of rental assistance for non-COVID impacted tenants facing eviction is small and totally inadequate.

Madera County Department of Social Services provides welfare recipients facing imminent eviction with the first month's rent and security deposit. However, this is confined to families on public assistance and most are tenants are not receiving cash assistance or eligible due to legal status. More importantly, this fact is provided after the fact and not to keep families from losing their housing in the first instance. The fact of the matter is that it is near impossible to find new housing once evicted notwithstanding availability of first month's rent and deposit.

To the extent that MCCJ will be assisting families unable to pay rent due to COVID in the forthcoming fiscal year, the proposed Madera Rental Assistance Program will seamlessly work in tandem with the existing program that will be receiving a replenishment of funds in the upcoming fiscal year. It affords MCCJ the flexibility to assist tenant families by resorting to the most appropriate one. Additionally, MCCJ operates PG&E's Reach program and California Public Utility Commission's TEAM program. The former is a utility payment assistance program and the latter a utility bill dispute. Further, staff will refer home-owners who are behind in mortgage payments to California Rural Legal Assistance that assist in loan modifications. Still further, as it did previously, MRAP will be able to continue counseling tenant families about employee sick pay due to COVID (SB95), other rights and various income replacement opportunities making it a holistic program, i.e., one- stop shop.

MRAP will do the following:

- Assist families facing eviction due to nonpayment of rent which are not COVID related; Amounts will vary between $500 to $1500.
- Households seeking assistance will be provided with and required to complete an application and furnish supporting documents. All applications will be reviewed to determine the merits of their requests and amount of assistance granted. Decision whether to issue a grant and the amount will be completed within 48 hours. All payment disbursed will be made to the vendor (e.g., landlord). Staff will investigate to verify information provided.

- Staff will conduct outreach to publicize the program to residents of the City of Madera through its community networks and recruit the assistance of local agencies, nonprofits and faith institutions to refer clients in need. Staff also utilize local media (e.g., Madera Tribune, Radio Bilingue, Univision, etc.) as well.
- Services will be provided during business hours on a daily basis from MCCJ's office in downtown Madera. The manner in which intake will occur will be in-person, by phone, digitally or virtually depending on the State and local protocol governing COVID-19.
- If applicable, information, assistance or referral to Housing Is Key.
- All applicants seeking financial assistance will be counseled on the availability of other resources, financial assistance, benefits, rights & job protections, and services to assist the distressed families in more than just preventing evictions and utility shutoffs. (E.g., income replacement(UIB & CARES Act expansion, Pandemic Unemployment Assistance, SDI, Paid Family Leave); paid or unpaid leave (California Paid Sick Days, Supplemental Paid Sick Leave for Food Sector Workers, Family Medical Leave Act & California Family Rights Act, California Family School Partnership); private and government relief funds; housing rent deferment and mortgage forbearance programs and options; health advisory; local food distribution and free meal sites, etc.) Also, immigrants will be informed about eligibility for various public programs.

Program Protocol

Maximum monthly rental assistance or mortgage payment is $1000 per households. Allowable maximum is $4500.

Eligibility

- Applicant family must reside in the City of Madera at all times relevant to the making of the application.
- Applicant must be either low- to moderate income according to HUD income guidelines.
- Applicant families who have been evicted and currently without housing are eligible for first month 's rent and security deposit of up to a maximum of $15

  Applicant who formerly lived in a household that received financial assistance under this program (rent, mortgage and/or utilities) will be ineligible to request assistance in his/her own stead. (MCCJ reserves the right to allow for hardship exceptions on case-by-case basis.)

- Financial assistance allowable for obtaining new housing not resulting from eviction.

Assistance amounts

- Maximum monthly rental assistance is $1000 per household. Grant will cover as many months as allowable per the maximum of $1500.
- Each household is eligible to request assistance once.

Time period

- No financial assistance payment allowed that predate March 1, 2020.
- Any retrospective application of financial assistance toward a month prior to March 2020 is not allowed. (MCCJ reserves the right to allow for hardship exceptions on case-by-case basis.

Priorities

Each application will be rated based on the following priorities in no particular order other than assuring that affected families remain housed and with essential services.

1. Payment of assistance will stop the eviction process and allow the family to remain in the home.
2. Applicant has explored the potential of entering into repayment plan to extinguish arrearages in order to reduce the amount of assistance payment needed.
3. No current income and/or savings.
4. Likelihood of re-employment or future employment or receipt of other income sources.
5. Ineligible for federal stimulus or state funds.
6. Ability to come up with matching funds to reduce the amount of assistance needed.
7. Likelihood of success in remaining housed or finding new housing if assistance is provided.
8. Imminence of loss of housing.
9. No other viable options available. Applicants are required to take advantage of other options. This is a program of last resort.
10. First come, first served.

Timeline: This program will commence once it is funded which is anticipated to be the beginning or early June and it will continue until June 30th or later until all the funds allocated for financial assistance to households facing evictions or utility shutoffs are exhausted.

Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

No.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

There is a possibility of augmenting this program with Fresno/Madera United Way funding. MCCJ is the Madera partner. However, this has yet to be determined by the organization at this time. If and when this happens, MCCJ will be coordinating those resources with funds secured by this application.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

The pandemic really tamped things down. While it did not initiate a formal survey, through its many different projects at different sites and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been made aware of the dire housing needs especially now when they have been ratcheted up due to the pandemic from all these different sources. In that regard, the fear of evictions and utility shutoff cascading in the months ahead has been a real pressing concern.

There were no records maintained that documented this need.

When there is an overflow of clients, how is it determined whom to serve? Discuss your program's/project's successes.

Every client will be interviewed. If they are not eligible or otherwise no receiving a grant, they will still receive counseling and referrals made where appropriate.

Discuss your program's/project's past performance (2015 to 2020). Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

MCCJ has been receiving CDBG funding since 2001 for different projects. As it relates to the current application, it received CDBG funding in 2020 to assist in providing rental assistance to families suffering income loss due to COVID impact. The organization will successfully complete the program allocating the entire amount of the grant by June 30, 2021.

Month 1: Recruit and hire staff (coordinator and supervisor; training; establish office procedures; implement programmatic logistics; develop info handout; conduct outreach to publicize program and coordinate referrals.

Month 2 through end of program: See clients Monday to Friday from 9 am to 5 pm and by appointments also -- interview, review application requesting financial assistance, counseling and referral. Continue outreach in community. Use media (Univision and Radio Bilingue) to outreach to Spanish-speaking families

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria include completion of tasks, attainment of goals and compliance with budget outlay.

There are important indicators that will measure the number of applicants reached and served. A scoring rubric will be developed to allow staff to score each application to determine award of grant. Information from each application will be entered on to a tally sheet review by program manager and provided to the City upon request for purposes of ongoing monitoring of program.

Which National Objective does your program meet?

Low- to moderate-income citizens will have access to safe, decent, and affordable housing.

Prevent and reduce homelessness.

Which measurable objectives does your program meet?

Program will forestall evictions due to a rent arrearage where applicants have no means to pay both current and future rent. Alternatively, program will allow the applicants to find new housing notwithstanding the imminence of eviction.

How will your program meet its goals in one year? What financial resources, other than City are available for this program?

Given the paltry amount that is requested in the face of the high demand, it is anticipated that the funds will be quickly exhausted. The program will continue to operate to assist other tenants facing eviction by counseling and making referrals to other resources.

There are no other resources.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	3000	
2. Indicate the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months).	300 - 400	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				175	150	55	25	5
GENDER	Female	290						
	Male	110						
FEMALE HEAD	125							

Ethnic Categories*	No.
Hispanic or Latino	300
Not-Hispanic or Latino	100
Racial Categories*	
American Indian or Alaska Native	
Asian	10
Black or African American	30
Native Hawaiian or Other Pacific Islander	2
White	68
Other	

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: Madera Coalition for Community Justice

PROJECT NAME: Madera Rental Assistance Program.

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$ 3,000.00
Supplies	500.00
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	100.00
Rent (portion allocated to this program)	1,200.00
Equipment Rental	
Insurance	600.00
Utilities	
Telephone	900.00
Other Expenses (Specify):	71,000.00

Salary of Program Coordinator - 11,000.00 (salary/benefits)
Rental Assistance - $60,000.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 77,300.00

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

2. Note complaints that have been received, etc.

   N/A

3. Evidence of collaboration with other agencies within the community.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Eddie Ocampo	Director	Self-Help Housing	559-802-1683	EddieO@selfhelpenterprises.org
david Hernandez	Director of Comm. Services	Madera Unified school Dist.	559-416-5814	davidhernandez@maderausd.org
Nayamin Martinez	Director	CCEJN	559-907-2047	nayamin.martinez@ccejn.org

Attachment 2

Application Page 2

- There is no supporting documentation of staff work because a new employee will be recruited, interviewed and hired.
- Marketing/outreach plan is contained in the narrative of the application.
- Client eligibility will be verified in the application process.

Page 13

1. Citizen Support – See discussion in narrative.
2. None.
3. In 2020, as lead organization in the 2020 Census Campaign, MCCJ collaborated with over 60 agencies, organizations, religious entities, state, regional, county and city officials and staff.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? monthly

What was the average number of Board members attending meetings last year?

5-8

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

4 Minimum 12 Maximum

Please provide the following information:

Date of Incorporation: 1993

IRS Employer Number: 77-0391942

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation. NA

How often are financial records audited, and by whom? Craig & Associates

Are the treasurer and/or other financial officers bonded? No

If so, for how much? NA

List any judgments or pending lawsuits against the agency or program:

NA

List any outstanding obligations:

NA

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera Coalition for Community Justice do hereby resolve that on 5/25/21, 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: May 25, 2021

AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 219 S. D St.

TELEPHONE: 559-661-1879

Email Address: Maderaccj@yahoo.com

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: LOURDES HERRERA
Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: aestrada@madera.gov
559-661-3690

Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: Madera Coalition for Community Justice

PROJECT NAME: Madera Rental Assistance Program.

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$ 3,000.00
Supplies	500.00
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	100.00
Rent (portion allocated to this program)	1,200.00
Equipment Rental	
Insurance	600.00
Utilities	
Telephone	900.00
Other Expenses (Specify):	71,000.00

Salary of Program Coordinator - 11,000.00 (salary/benefits)
Rental Assistance - $60,000.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 77,300.00

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Madera Coalition for Community Justice**
219 S. D Street
Madera, CA 93638

PROJECT TITLE: Rental Assistance

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Attachment 8

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($32,500) WITH THE CITY OF MADERA, PARKS & COMMUNITY SERVICES

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with the City of Madera, Parks & Community Services in the amount of $32,500 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and the City of Madera, Parks & Community Services.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND THE CITY OF MADERA, PARKS & COMMUNITY SERVICES

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and the City of Madera, Parks & Community Services, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $32,500.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain

all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time-cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of

copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for

planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
City of Madera, Parks & Community Services
701 East 5th Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

CITY OF MADERA, PARKS & COMMUNITY SERVICES:

By: Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Date: 7/1/21

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: City of Madera, Parks & Community Services
Physical Address: 701 East 5th Street, Madera, CA 93638
Mailing Address: 701 East 5th Street, Madera, CA 93638
Program Name: Madera Senior Nutrition & Recreation Programs
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: 94-6000365
Grant Administrator (Principal contact) First & Last Name and Title: Alex Estrada, Grants Program Manager Telephone Number and Email Address: (559) 661-5451; aestrada@madera.gov
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Arnoldo Rodriguez, City Manager Telephone Number and Email Address: (559) 661-5402; arodriguez@madera.gov
Amount Requested: $ 100,000.00

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ■ Font: 12 point ■ Paper: 8 1/2 x 11 ■ Single-sided, no double-sided pages, single-spaced and numbered consecutively ■ One-inch top, bottom, left and right margins ■ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ■ No dividers	■ Grant Application Coversheet
	■ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	■ Program/Project Timeline
	■ Budget Table
	■ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	N/A Marketing/Outreach Plan
	N/A Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	■ References

Submittal Option

1) Email to:
aestrada@madera.gov

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

The City of Madera's Parks & Community Services (PCS) Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 60 years of age and older. In recent years, staff has charted increased attendance in each of our program areas because of aggressive CDBG goals, as well as an improved marketing and program plan and an increasing senior population. While the interest and demand for senior services continue to grow in Madera, revenues have continued to decline. Without additional sources of funding, the City of Madera would have no recourse but to reduce existing service levels to Madera's seniors.

PCS employees manage senior services and programs at two congregate sites throughout the City. Staff is seeking CDBG resources in the amount of $100,000.00 to support staffing, supplies and associated programming costs for our suite of senior activities which are in Madera's disadvantaged neighborhoods at the Frank Bergon Senior Center and the Pan-American Community Center.

The requested CDBG funding would enable the City to continue to host and enhance the following programs and services for seniors:

1. Senior Meal Program – With the COVID-19 pandemic, the meal service to congregate seniors and home delivered meals was shifted from City management to the Fresno Madera Area Agency on Aging (FMAAA). FMAAA has been administering this meal service since May 2020. Staff anticipates that when Governor Newsom opens the state on June 15th, the City will be able to resume regular programming and services at the congregate sites. This would include providing a nutritious and balanced meal five days per week throughout the year, excluding holidays at the City's two senior sites. Additionally, the City anticipates resuming the administering of the Meals on Wheels program which delivers seven nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors.
2. Wellness and Nutrition Programs – Fitness programs offered throughout the week could include Tai-Chi, aerobics, Yoga, walking, Zumba, balance & stretching and others. Nutritional healthy food education/classes are provided on a regular basis. Presentations on enhancing wellness, improving healthy living, managing depression, and safety at home are given regularly.
3. Recreation and Educational Programs – The City augments its daily service for seniors with a variety of recreation and educational programs that includes discussions on senior fraud/scams led by local law enforcement, technology related programs, arts & crafts, social dances, karaoke, and a wide variety of local excursions and regional trips.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above.

The City of Madera is the only agency within the City that provides seniors with home delivered and congregate meal services and the variety of programs that the City's PCS Department offers.

Explain how your program supplements or complements existing services without duplicating them.
Not applicable.

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

1. Goal #1: The City will add new local and regional recreational and educational programs for seniors. Participants will self-report a greater understanding of their community and a healthier lifestyle.
    a. Objective #1: The City will provide regional excursions that expose seniors to art galleries, special cultural events, garden exhibits, farmer's markets, and marketplace experiences that promote lifelong learning of the arts and exposure to various cultures.
    b. Objective #2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.

2. Goal #2: The City will expand their wellness and educational programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.
    a. Objective #1: The City will provide wellness programs for seniors to socialize and meet new friends thus providing a wellness experience that promotes healthier self-esteem. The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.
    b. Objective #2: The City will partner with other agencies to educate our seniors through presentations on the dangers of lead-based paint, fair housing rights, and how to prevent homelessness.

Which National Objective does your program meet?
The City's Senior Service Program meets the national objective of benefiting low- and moderate-income persons. Nearly all program participants meet the low-income criteria. In the rare instance where this is not the case, all program participants are seniors and therefore meet the qualifications as defined by CDBG.

Which measurable objectives does your program meet?

1. Objective #1: The program attendance for the areas listed above remain constant or realize up to a 5% increase in duplicated services provided over the grant period.
2. Objective #2: The average score on self-reporting surveys for life satisfaction will rise 5% over the grant period.

How will your program meet its goals in one year?
The City's Senior Services Program goals will be met by monitoring monthly meal consumption

and quarterly reports. The City will ensure low- and moderate-income persons are receiving the meals. Participation sign in sheets are used to monitor the programs and usage for social interaction, recreation and educational programming detailed in this grant application.

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
The FMAAA offers grant funding to help offset costs of senior services programs. As of May 15, 2021, the FMAAA has not committed to grant funds to provide support for the City's Senior Meal Program for the upcoming year due to the COVID-19 pandemic. Seniors may choose to anonymously make voluntary donations to the programs at a suggested donation of $2.50/meal. Seniors are not denied a meal and City staff does not track who donates resources and who does not. The City of Madera's General Fund provides gap funding to cover the delta between revenues received and expenditures. Other fundraising efforts occur periodically throughout the year; modest support of senior programs is achieved through fundraising.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
Due to ongoing closures at the senior centers, no voluntary donations for the current fiscal year are being projected. City staff is hopeful that some level of fundraising revenues will be possible for the upcoming fiscal year; however, no assumptions are being made about that revenue at this time considering the ongoing impacts of COVID-19. The City's General Fund available to the PCS Department has also decreased in step with the economic downturn and has not recovered in recent years.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
The City of Madera annually evaluates the senior program through a series of surveys and receives feedback from the City of Madera Vision 2025 subcommittee. The subcommittee meets regularly to discuss a variety of topics and gives valuable input on programs and services, including those for seniors. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback data. Due to the COVID-19 pandemic and ongoing closure of the senior centers, the senior surveys have not been completed for the current fiscal year.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
Services are not offered outside of City limits.

When there is an overflow of clients, how is it determined whom to serve?
The City of Madera has not previously had an issue with an overflow of clients for the meal program. There is a waitlist system in effect in the event of an overflow of clients, with additional resources to assist the wait listed clients.

Discuss your program's/project's successes.
The City supports Madera's senior residents through comprehensive meal and

recreational/educational programming. Without these senior programs, many participants would live in isolation without the guarantee of adequate nutrition. The recreation and fitness component provide the opportunity for the senior to have social interaction, engagement, improved vitality and overall increased wellness. Participants describe the senior programs as their home away from home and a reason to get up each morning. These programs aid in helping them with their overall mental health. These services are nutritional, educational, and a key factor in Madera senior's social interactions.

Discuss your program's/project's past performance (2015 to 2020).
The suite of programs provided to seniors through CDBG resources has consistently met program goals and objectives in the 2015 to 2020 timeframe. The availability of CDBG funding has aided the City in providing tens of thousands of individual interactions with the community's senior citizens; be it providing a hot meal, an opportunity to dance or exercise, a sympathetic listening ear, or a referral to an outside service group or agency. Over the past five years, the City has provided a core of essential services such as the meal program and wellness activities; but at the same time, in consideration of requests from the client population, new activities and programs have been introduced. The seniors have experienced new adventures through our excursion and regional trips. They have been to farmer's markets, museums, famous Hanford Ice Cream shop, the Sanger Depot, and so much more. The City has always been cognizant of increasing its outreach to help underserved individuals in the community and CDBG resources have been leveraged year after year to increase both duplicated and unduplicated program participants. While no congregate meals were served this fiscal year due to ongoing closure of the senior centers impacted by COVID-19 pandemic, staff has strived to continue to keep in touch and make sure seniors have all access to resources. City staff has reached out with wellness calls each week and delivered to their home's monthly wellness baskets.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.
New services are highlighted in the PCS Activity guide, which is published in both print and online versions twice a year. Periodic reporting to internal and external CDBG program monitors includes documentation of new programs and attendance figures.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	5,640	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	250	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
1. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 – 5	6 – 12	13 – 17	18 – 34	35 – 54	55 – 59	60 – 64	65 +
							50	200
GENDER	Female	175						
	Male	75						
FEMALE HEAD	N/N							

Ethnic Categories*	No.
Hispanic or Latino	150
Not-Hispanic or Latino	100
Racial Categories*	
American Indian or Alaska Native	6
Asian	5
Black or African American	20
Native Hawaiian or Other Pacific Islander	4
White	75
Other	140

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera, Parks & Community Services
PROJECT NAME: Madera Senior Nutrition & Recreation Programs

MISCELLANEOUS PROJECT COSTS:

Administrative Costs	
Supplies	$5,900.00
Postage	
Consultant Services	$500.00
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	$50.00
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	$1,000.00
Telephone	$3,000.00
Other Expenses (Specify): Staff Salaries	$90,328.00
Other Expenses (Specify): Staff Benefits	$56,108.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 156,886.00

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
   The City of Madera surveys senior program participants annually and receives feedback from participants. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback data. Due to the COVID-19 pandemic and the closure of the senior centers, the annual survey was not given to the seniors. Staff has made weekly wellness calls to participating seniors since early 2020.

2. Note complaints that have been received, etc.
   No complaints have been received to-date.

3. Evidence of collaboration with other agencies within the community.
   The City's Parks and Community Services Department has successfully partnered with the following agencies:
   a. Fresno Madera Area Agency on Aging (FMAAA)
   b. SER-SCEP - jobs for progress
   c. Madera County Office of Education
   d. Senior Companions
   e. Madera Police Department
   f. Community Action Partnership of Madera County (CAPMC)
   g. Madera County Department of Social Services
   h. Camarena Health
   i. Madera Food Bank
   j. Madera County Public Health Department

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three

references. Staff will contact references and obtain "Yes" and "No" responses for the

following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this

organization/agency?

- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Jean Robinson	Director	Fresno Madera Area Agency on Aging (FMAA)	559.214.0299	jrobinson@fmaaa.org
Peggy Mendibles	Compliance HR	SER-SCSEP	559.452.0881	pmendibles@sercalifornia.org
Lorraine Valencia	Program Director	Senior Companions	559.498.6377	lvalencia@ccdof.org

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet?

Madera City Council meets on the first and third Wednesday of each month. In the event that a regularly scheduled meeting lands on a holiday, the Council meets the following business day

What was the average number of Board members attending meetings last year? 7

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-6000365

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

Santos Garcia, Mayor, Central Valley Labor Council, 3 years of service
Artemio Villegas, Mayor Pro Tem, 1 year of service
Cecelia Gallegos, Councilmember, Teacher, 5 years of service
Jose Rodriquez, Councilmember, Self-employed, 5 years of service
Steve Montes, Councilmember, Code Enforcement for City of Fresno, 3 year of service
Anita Evans, Councilmember, 1 year of service

The Mayor and each Council Member may be reached at the following:

Madera City Hall
205 W. 4th Street
Madera, CA 93637
(559) 661-5409

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.
The Fresno Madera Area Agency on Aging (FMAAA) has provided financial assistance for the City's senior programs, including recreation, leisure, and meal programs. The level of funding is subject to availability of federal funds offered as a result of the Older Americans act

of 1965. As of May 15, 2021, the FMAAA has not committed to any level of funding for the City senior meals program in Fiscal Year 2021/22 due the ongoing COVID-19 pandemic. The City of Madera's General Fund provides gap funding to cover the shortfall of revenue needed to host the suite of senior programs.

How often are financial records audited, and by whom?
Senior Service budgets are tracked regularly by staff and are subject to quarterly review by PCS Department staff. The Senior Program is subject to being audited at least once annually in conjunction with the City's annual audit. Separate annual audits are conducted by the Fresno Madera Agency on Aging (FMAAA) in years funds are received.

Are the treasurer and/or other financial officers bonded? Yes

If so, for how much? $1,000,000

List any judgments or pending lawsuits against the agency or program: None

List any outstanding obligations: None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of N/A do hereby resolve that on 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: May 28, 2021

AGENCY NAME: City of Madera, Parks and Community Services

ADDRESS: 701 East 5th Street, Madera, CA 93738

TELEPHONE: (559) 661-5495

Email Address arodriguez@madera.gov

By: _____

President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By:  Mary Church for Arnoldo Rodriguez

Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: May 28, 2021, 5:00 p.m.

CITY CDBG CONTACT: aestrada@madera.gov 559-661-3690

Staff Work Experience

Arnoldo Rodriguez, AICP, City Manager & Interim Parks & Community Services Director

Mr. Rodriguez joined the City of Madera as City Manager in December 2018. As the City Manager, Arnoldo oversees all services and provides sound recommendations to the Council. Prior to being appointed as a City Manager, Arnoldo served in various capacities in urban planning for over 16 years. He holds a bachelor's degree in Criminology from the University of California at Irvine and attended Cal Poly San Luis Obispo's Urban Planning Program where he received his master's degree. Concurrent to his graduate studies, Arnoldo worked for several non-profit organizations in and around the central coast. After his studies, Arnoldo joined the Planning Department at the City of Fresno where colleagues credit him with drafting and implementing the City's Residential Infill Design Guidelines and the Residential Open Space Guidelines. In addition, Arnoldo conducted extensive research and policy development on best planning practices, infill development, land use, and housing that have served to improve the quality of life the citizens of Fresno experience today. He was responsible for the successful adoption of Fresno's General Plan and drafted the City's Development Code. In 2015, Arnoldo relocated to Yuba City where he served as the Development Services Department Director and was responsible for Planning, Code Enforcement, Building, and Housing. While at Yuba City, Arnoldo also oversaw the City's Community Block Development Grant, HOME, and CalHOME programs.

Corinne Long-Folk, Recreation and Community Programs Coordinator

Corinne has worked for the City of Madera's Parks and Community Services Department in the Senior Section for 20 years. Corinne is responsible for programming, coordinating, and supervising senior staff and service programs.

During her 20 years, she has provided direct service to the seniors through the Madera Adult Day Care Center, Frank Bergon Senior Center and Pan American Community Center. Corinne is responsible for her budget along with monthly accurate reports to CDBG and Fresno Madera Agency on Aging (FMAAA).

Lauren Magdaleno, Recreation and Community Program Leader II

Lauren has been with the City of Madera's Parks and Community Services Department for 11 years. Lauren spent her first 6 years as a Recreation Program Leader I, then she was promoted to a Program Leader II for the senior program at the Frank Bergon Senior Center and has held that position for 5 years. Lauren oversees the day to day program at the senior center, insuring all policy and procedures are followed, helping seniors with information and assistance, monitoring the congregate meal, and preparing monthly reports.

Marcella Zamilpa, Recreation and Community Program Leader I

Marcella has been with the City of Madera for 4 years. She started as a volunteer for the congregate meal program, and later was hired to assist at the Frank Bergon Senior Center.

Marcella was promoted 2 years ago to a Program Leader II for the Pan American Community Center. She oversees the day to day program at the senior center, ensuring all policy and procedures are followed, helping seniors with information and assistance, monitoring the congregate meal, and preparing monthly reports.

Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera, Parks & Community Services
PROJECT NAME: Madera Senior Nutrition & Recreation Programs

MISCELLANEOUS PROJECT COSTS:

Administrative Costs	
Supplies	$5,900.00
Postage	
Consultant Services	$500.00
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	$50.00
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	$1,000.00
Telephone	$3,000.00
Other Expenses (Specify): Staff Salaries	$90,328.00
Other Expenses (Specify): Staff Benefits	$56,108.00

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 156,886.00

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **City of Madera, Parks & Community Services**
701 E 5th St
Madera, CA 93638

PROJECT TITLE: Madera Senior Nutrition and Recreation Programs

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($20,000) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Community Action Partnership of Madera County, Inc. in the amount of $20,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and Community Action Partnership of Madera County, Inc.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Community Action Partnership of Madera County, Inc., hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the

tenth (10th) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $20,000.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time-cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds

provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being

terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
Community Action Partnership of Madera County, Inc.
1225 Gill Ave
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

Community Action Partnership of Madera County, Inc.:

By: Mattie Mendez
Mattie Mendez, Executive Director

Date: 7/6/2021

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

CDBG 2021/2022 GRANT APPLICATION

Public Services

COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM**
City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED: May 28, 2021 5:00 PM**
Applicant Name: Community Action Partnership of Madera County, Inc.
Physical Address: 1225 Gill Avenue, Madera, CA 93637
Mailing Address: 1225 Gill Avenue, Madera, CA 93637
Program Name: Fresno Madera Continuum of Care
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: Federal Tax ID: 94-1612823
Grant Administrator (Principal contact) First & Last Name and Title: Mattie Mendez, Executive Director Telephone Number and Email Address: 559-675-5749 mmendez@maderacap.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Elizabeth Wisener, Community Services Program Manager Telephone Number and Email Address: 559-675-5742 ewisener@maderacap.org
Amount Requested: $ 20,000.00

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☒ Font: 12 point ☒ Paper: 8 1/2 x 11 ☒ Single-sided, no double-sided pages single-spaced and numbered consecutively ☒ One-inch top, bottom, left and right margins ☒ Emailed applications should be submitted as a PDF document (not in Microsoft Word format) ☒ No dividers	☒Grant Application Coversheet ☒ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability) ☒ Program/Project Timeline ☒ Budget Table ☒ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead) ☒ Marketing/Outreach Plan ☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit) - Not Applicable ☒ References

Submittal Option

1) Email to: aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2021/2022 PROPOSAL APPLICATION

The U.S. Department of Housing and Urban Development (HUD) administers community Development Block Grant (CDBG). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022, the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households

(according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

The results of the most recent Homeless Point-In-Time Count conducted in January 2020 enumerated 345 unsheltered homeless in the City of Madera, and 45 in the remainder of Madera County, for a total of 390. Although Madera County does not have a huge homeless population compared to larger cities, housing solutions continue to be limited, especially for permanent supportive housing programs for men. There are also no housing programs in Madera County for transitional age youth ages 18-24.

The biggest challenge to addressing the homelessness in Madera County is the lack of affordable housing. There is almost a 0% vacancy rate in rental properties. Homeless individuals often have poor credit, poor job skills, and evictions on their record. When a vacancy becomes available, they cannot compete with individuals and families that do not have these barriers to housing.

A total of at least 390 additional housing units are needed to house those where were enumerated during the 2020 Homeless Point-In-Time Count. Most of the homeless need either subsidized housing or permanent supportive housing. This would be quite costly.

According to Worldpopulationreview.com, in 2021, there are approximately a half a million homeless individuals in the United States. California has the highest homeless population of all the states with about 151,278 homeless individuals. Madera County's location on the Highway 99 Corridor makes it easy for homeless people to travel north and south along the highway. CAPMC's Homeless Outreach Workers have indicated that they see people they have never seen before every time they go out. In 2020, CAPMC helped 19 homeless individuals who had been stranded in Madera County with transportation cost to help them be reunited with family who lived outside of the area.

Addressing homelessness requires region-wide coordination and collaboration to help find lasting solutions. Being a member of the Fresno-Madera Continuum of Care helps to accomplish this. This has opened the doors for CAPMC to bring additional dollars into Madera to help address the homeless problems.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above.

The community resources available to homeless individuals and families in Madera County are limited, and do not meet the needs of the growing population of homeless. The Madera Rescue Mission offers emergency food and shelter for the homeless in Madera County. They can serve up to 40 men and have 19 total beds to serve women and children. The Victory Outreach Program offers a faith-based transitional program that can serve up to 10 men. Sometimes the homeless choose not to utilize these programs because of the faith-based requirement. Community Action Partnership of Madera County offers five housing programs that serve men, women, children, and domestic violence victims. The Martha Diaz Shelter has four emergency shelter units that can serve up to 18 domestic violence victims, which many times are at risk of becoming homeless. Victim Services operates a transitional housing program for victims of domestic violence that has two units, which can house two families year-round. The Shunammite Place offers permanent supportive housing for 36 chronically homeless individuals with disabilities. CAPMC also has a rapid rehousing

program that can help pay for rent for up to 18 months for homeless individuals and families who need help getting reestablished in housing. Turning Point operates Serenity Village, a permanent supportive housing program for chronically homeless men located in Oakhurst and has the capacity to house seven individuals. CAPMC has received additional funding for sheltering approximately 20 vulnerable homeless persons in hotel rooms on a seasonal basis, when the Madera Rescue Mission is at capacity. The Madera Rescue Mission has a new Respite Center with six beds, to served homeless recovering from surgery. During 2020, CAPMC established a one-stop shop called the Homeless Engagement for Living Program (H.E.L.P.) Center. The center serves as a HUB for helping individuals and families who are homeless or in jeopardy of becoming homeless. Applicants who call the center will receive help in getting connected to community resources including housing. Depending on the need of the client, the housing solutions that are offered are Emergency Shelter, Rapid Rehousing, and Permanent Supportive Housing.

Explain how your program supplements or complements existing services without duplicating them.

The FMCoC utilizes the Homeless Management Information Systems database to record the progress of clients as they move through the Fresno Madera Continuum of Cares Coordinated Entry process to being housed. As a member of the FMCoC, CAPMC follows these guidelines when assisting homeless clients. This systematic approach to serving the homeless supplements the efforts to assist while also insuring that there is not a duplication of services.

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Measurable goals and objectives are listed on the next page along with a statement of how CAPMC will track progress.

Which National Objective does your program meet?

Although this grant application does not directly relate to the three designated National Objectives, the scope of work of a Continuum of Care Coordinator or similar position is eligible under the CDBG program as administrative cost. Please fund this application out of CDBG administrative cost. As a reference, please see HUD Information Bulletin CPD-01-020.

Which measurable objectives does your program meet?

1. **CAPMC will have active membership on the Fresno Madera Continuum of Care. CAPMC staff will then communicate the information from the local homeless groups such as the Housing the Homeless and the Homeless Connections group. There are a minimum of 24 meetings per year.**

2. **CAPMC will participate on required committees of the FMCoC such as the Homeless Management Information Systems Committee, Coordinated Entry System Committee, Evaluation Committee, and case conferencing meetings. These committees help strengthen services to the homeless and help the FMCoC achieve favorable outcomes to ensure the FMCoC remains competitive for funding when compared nationally to other CoC's that are competing for limited HUD dollars. The various groups often meet monthly but the frequency is less than that at times throughout the year.**
3. **CAPMC will plan and coordinate the 2022 Homeless Point-In-Time Count.**

How will your program meet its goals in one year?

The program will monitor and report on performance indicators on a quarterly basis to the City of Madera. CAPMC will know that it has met its goals in one year if the performance indicators listed above reach the expected numbers. Timeline is attached.

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The CAPMC Staff who serve on the FMCoC Board are funded out of multiple sources. Other funding sources will not fund participation on FMCoC. The CDBG funding allows CAPMC to maximize resources to provide more services that are comprehensive to the homeless.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

Each year, CAPMC solicits in-kind donations to provide much needed assistance for the Homeless Point-In-Time Count. A dollar value has not been assigned for the donations, but the events would not be successful without the additional support. This past year, CAPMC received a mini grant from Kaiser Foundation that had funds to be budgeted to purchase hygiene kits for the homeless.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

CAPMC recently conducted a Community Needs Assessment where information was gathered at focus groups, community meetings, and surveys about what people see is the most important unmet needs in the community. A total of 85 responses were received. The top five priorities were affordable housing, access to health care, employment, food, and homeless services. Attendance on the FMCoC will help CAPMC in its efforts to address these needs.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

A different funding source will be used for cost related to the 2022 Homeless Point-In-Time Count to cover areas outside of the City Limits of Madera and the approved census tracks.

When there is an overflow of clients, how is it determined whom to serve?

The Centralized/Standardized intake prioritization process is accomplished by utilizing the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and placement of homeless into appropriate and available programs. This is one of the mandated services that HUD has required of all CoC's.

Discuss your program's/project's successes.

- **The CDBG funds allows a representative from CAPMC to join the FMCoC. As a result, there is now more support for the homeless in Madera.**
- **As a member of the FMCoC, CAPMC was eligible to apply for additional funding to expand the Shunammite Place. CAPMC was awarded the funding in November 2020 and housed an additional 14 clients bringing the total count to 35. Also because of CAPMC's membership on the FMCoC, the agency was eligible to apply for Emergency Solutions Grant (ESG) funding through the FMCoC. As a result, CAPMC was awarded an ESG contract on April 28, 2020, for $106,000. Those funds were spent by December 31, 2020. CAPMC has since receive two amendments to that contract: one for $110,000 and one for $150,000. The agency will be receiving two additional allotments in the amount of $277,240 in 2021 and another $277,240 in 2022. The funds have allowed CAPMC to provide rapid rehousing services, additional street outreach, homeless prevention, rapid rehousing, emergency shelter, and homeless management information services.**
- **Madera receives valuable T&TA from homeless experts on the FMCoC, and as a member of the FMCoC, the trainings are free.**

Discuss your program's/project's past performance (2015 to 2020).

- **The project has met its goals every year since 2013 with exception of the 2020-2021 contract. Reports have been submitted timely, and all funds have been spent with the exception of the current contract. Because of COVID-19, the Homeless Point-In-Time Count was not conducted and this takes up a good portion of the funding. In addition, all of the meetings have been web-based. This has saved on fuel, and travel time. CAPMC is still hopeful that allowable uses of the funds will be identified and the contract will be expended by June 30, 2021.**
- **HUD mandated Homeless Point-In-Time counts were successfully conducted with the exception of the 2021 count.**
- **Requirements of the Homeless Emergency Assistance and Rapid Transition to Housing Act (H.E.A.R.T.H. Act) were implemented via the direction of the FMCoC.**
- **Housing First Program Approach to addressing homelessness was implemented.**

- **New Homeless Management Information System Performance Standards were implemented via the HMIS Committee of the FMCoC.**
- **The Homeless Coordinated Access system has been developed via the FMCoC's committee.**
- **Homeless Connection and Housing the Homeless meetings were facilitated to provide communication about homeless issues with Madera's Homeless service providers.**

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

No direct services will be provided by these funds.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.		
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).		
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.		
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
GENDER	Female							
	Male							
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

FY 2021-22 CDBG PROJECT

AGENCY: Community Action Partnership of Madera County, Inc.

PROJECT NAME: Fresno Madera Continuum of Care

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$250.00
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	$819.00
Rent (portion allocated to this program)	$540.00
Equipment Rental	
Insurance	$300.00
Utilities	$95.00
Telephone	$95.00
Other Expenses (Specify):	$17,901.00
Salaries - Community Services Staff $12,577	
Benefits - Community Services Staff $2,999	
Fees & Licenses - COC Requirement $657	
Indirect Cost @ 9.10% $1,668	

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $20,000.00

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

   Please see the question that references the recent Community Needs Assessment. This specific project was not discussed, but those who attended seemed to be in favor of any type of programs that help to support housing the homeless.

2. Note complaints that have been received, etc.

   None

3. Evidence of collaboration with other agencies within the community.

   CAPMC collaborates the local community partners about solutions to addressing homelessness through the Housing the Homeless group and the Homeless Connections group. These meetings are well attended and those who attend are in favor of any program that helps support housing the homeless.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful? o Have you seen at least one very successful project developed by this organization/agency? o Do you think they are doing a good job in Madera? **All were in favor of CAPMC applying for funding.**

Name	Title	Company/Agency	Phone	Email Address
Julie Morgan	Assistant Director	Madera County Behavioral Health	559-673-3598 x 1279	Julie.morgan@maderacounty.com
Ryan McWherter	Director	Madera County Food Bank	559-975-3515	rmcwherter.maderafoodbank@gmail.com
Jody Ketcheside	Deputy Director	Turning Point of Central California	559-233-2663 x 7310	jketcheside@tp.occ.org

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 9

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

8 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: May 15, 2006

IRS Employer Number: 94-1612823

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

How often are financial records audited, and by whom? Yearly – Brown-Armstrong CPAs

Are the treasurer and/or other financial officers bonded? Yes

If so, for how much? $200,000

List any judgments or pending lawsuits against the agency or program: None

List any outstanding obligations: None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Community Action Partnership of Madera County, Inc., do hereby resolve that on June 10, 2021, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non- profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: June 10, 2021

AGENCY NAME: Community Action Partnership of Madera County, Inc.

ADDRESS: 1225 Gill Avenue, Madera, CA 93637

TELEPHONE: 559-673-9173

Email Address: mmendez@maderacap.org

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: _____
Executive Director

EMAIL THE APPLICATION TO: aestrada@madera.gov

DUE DATE: **May 28, 2021, 5:00 p.m.**

CITY CDBG CONTACT: **aestrada@madera.gov**
559-661-3690

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority Please refer to Priority Needs chart on page 3	20	
Work Plan and Capacity Please refer to Question No. 4.	15	
Ability to Address a National Objective with Measureable Outcomes and Meets a Priority Need Please refer to Question No. 5.	30	
Schedule Please refer to Question No. 7.	10	
Ability to Locate Other Funds/Fund Raise Please refer to Question No. 9.	5	
Public Input Received Please refer to Question No. 10.	10	
References Please refer to Question No. 16	10	
Total		

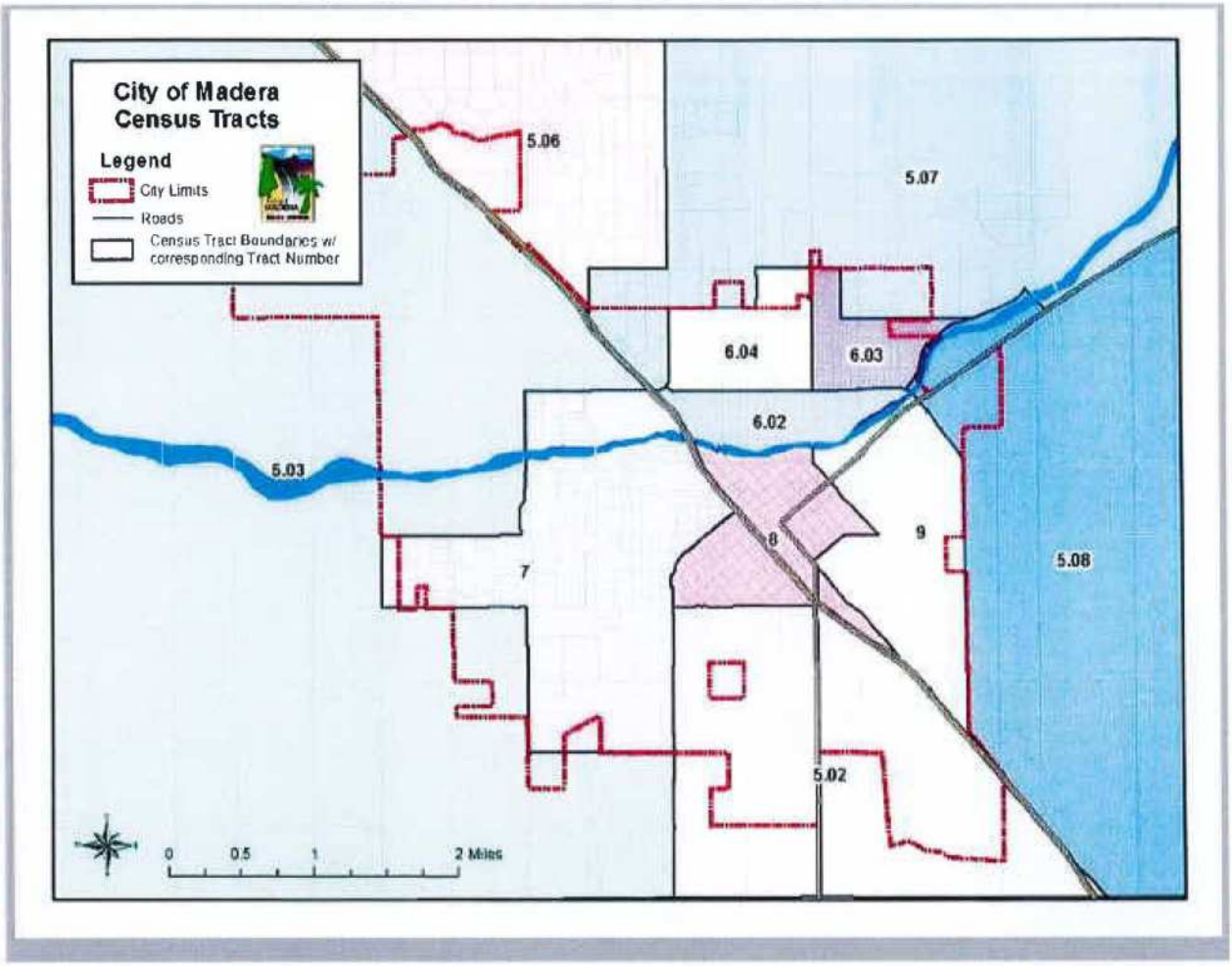
Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities



ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



Marketing Plan
For
Community Development Block Grant
Fresno Madera Continuum of Care (FMCoC) Application

The Community Action Partnership of Madera County (CAPMC) solicits volunteers for the Homeless Point-In-Time Count (PIT) by sending emails, making phone calls, and posting on social media the need for volunteers. There are always enough people who respond by volunteering for the count.

In addition to the list above, CAPMC staff approach local business to donate supplies that are needed for the PIT. The generosity of the community members always exceeds the needs and there are always plenty of personal care items that are received to pass out to the homeless.

CAPMC staff share FMCoC information at community groups such as the Housing the Homeless and Homeless Connections Meetings.

CAPMC's goal of the Fresno Madera Continuum of Care outreach efforts is to ensure that all persons – regardless of race, color, national origin, age, religion, sex, disability, family status or English proficiency are aware of the affordable housing opportunities generated by CAPMC.

Methods used for informing the public of The FMCoC Marketing Plan.

1. CAPMC will be responsible for implementing the Marketing Plan.
2. CAPMC will continue to collaborate with FMCoC to reduce homelessness in the area.
3. CAPMC will develop an outreach plan each year, which will include advertising on the agency website, public service announcements, distribution of literature, community presentations and outreach activities to inform the community about available housing services.
4. Provide advertising in the language the group is most familiar with and provide a contact person who can answer questions in the language primarily spoken by that target group.
5. Through interagency coordination and collaboration, the FMCoC provides homeless people with effective services and helps them to obtain affordable housing.
6. Seek out new community members and local businesses for donated items needed for the Point-In-Time Count.
7. Recruit more individuals to help conduct the Point-In-time Count.

ELIZABETH M. WISENER

Ewisener@maderacap.org ♦ 22082 Shari Lane Madera, CA 93638♦ (559) 661-7323

OBJECTIVES

Seeking opportunities that allow me to serve the people of Madera County

EDUCATION

Fresno State University
Graduated May 1991 B.S. in Business Administration – Accounting Option

EXPERIENCE

Community Action Partnership of Madera County ♦ 1225 Gill Avenue Madera, CA 93637
Community Services Program Manager June 2011 – Present

Duties: Plan, organize and coordinate the activities of CAPMC's crisis intervention services/programs. Oversee the Community Services division/program operations; including development and implementation of all program goals and administration procedures and systems, financial management, budgeting, and compliance with grant outcomes and objectives. Other duties include program leadership, community organization and staying informed on low and moderate low-income issues, homeless prevention activities and collaborating with other agencies and community partners to eliminate the effects of poverty. A current list of programs that I oversee include: Low-Income Energy Assistance Program, Weatherization Program, Senior Nutrition Program, FEMA, Drought Water Programs, Shunammite Place – a permanent supportive housing program for chronically homeless, MMHSA Program – a facility maintenance contract for 2 housing units that provide housing for severely mentally ill individuals and families, the Community Services Block Grant, and the Community Development Block Grant, and Homeless Services programs operated by the Homeless Engagement for Living Program (HELP) Center.

Community Action Partnership of Madera County ♦ 1225 Gill Avenue Madera, CA 93637
Accountant Program Manager October 2006 – June 2011

Duties: Monitor and maintain fiscal responsibilities for Federal and State grants. At one point, I was responsible for $8.5 million in grants. Other duties include budget development, assist in grant writing, fiscal reporting, review payroll data, review bank reconciliations, prepare bank transfers, supervise the program assistant, prepare for annual audits and participate with the fiscal team in federal reviews.

Dos Palos- Oro Loma Jt. Unified School District ♦ 2041 Almond Dos Palos, CA 93620
Chief Financial Officer October 2002 – October 2005

Duties: Plan, organize, control and direct the activities and operations of the Fiscal Services Department, maintain and monitor the district's $22 million dollar annual general fund budget and $10.5 million in modernization projects, supervise fiscal department personnel, represent the district in annual audits, serve on district team for union bargaining meetings, serve on the district's Worker's Compensation JPA Executive Board, and present the district's financial information at Board of Director meetings.

Community Action Partnership of Madera County ♦ 1225 Gill Avenue Madera, CA 93637
Accountant Program Manager October 1997 – October 2002

Duties: Responsible for monitoring and maintaining approximately $5 million in Federal and State grants, assist with the preparation of annual budgets and grant applications, compile monthly expenditure reports, co-supervise A/P department, verify semi-monthly payrolls, and prepare bank reconciliations, participate in accounting audits and Head Start Federal Reviews.

SKILLS

- Proficient with computers.
- Knowledge of Microsoft Office products: Word, Excel, Outlook, Publisher
- Proficient with Accufund and Fundware Accounting Software
- Skilled in grant writing and preparing written reports

MEMBERSHIPS

- Fresno-Madera Continuum of Care Board Member
- Fresno-Madera Continuum of Care Executive Committee Member
- Facilitator for local Social Agencies Linking Together (S.A.L.T) Group
- Madera County Civil Service Commission
- Former Madera County Workforce Development Board Member

JOB DESCRIPTION

08/19

Community Action Partnership of Madera County

POSITION: **COMMUNITY SERVICES PROGRAM MANAGER**

DEPARTMENT: Community Services

IMMEDIATE SUPERVISOR: Executive Director

SUPERVISES: Executive Administrative Aide, Community Services Coordinator, Shunammite Place Resident Manager, Shunammite Place Housing Case Workers and Shunammite Place Clerk Typist II, and Housing Services Coordinator,

COMPENSATION: Range 33.0

FLSA: Exempt

DEFINITION: Under the immediate supervisor's direction, plan, organize and coordinate the activities of CAPMC's crisis intervention services / programs. Oversee the Community Services division / program operations; including development and implementation of all program goals and administration procedures and systems, financial management and budgeting; and compliance with grant outcomes and objectives. Other duties include program leadership, community organization and staying informed on low and moderate low-income issues, homeless prevention activities and collaborating with other agencies and community partners to eliminate the effects of poverty.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION / EXPERIENCE:

- Bachelor's Degree in public administration, sociology, social work, or related field.
- Minimum of 2 years of experience in the delivery of social services in one or more of the following: psychology, social work, health science, community services, or related field.
- Prior experience in budget development and control.
- Minimum of 2 years of experience with grant writing.

ABILITY TO:

- Works effectively with various social-economic groups.
- Communicate effectively with staff, agency, business representatives and general public.
- Produce timely and effective written communication and reports.
- Establish goals and objectives for project activities.
- Work effectively under conditions of limited supervision, high stress, and rapidly changing situations and circumstances.
- Conceptualize, develop, organize and implement plans, reports, budgets, conferences and meetings, etc.
- Provide leadership and model professional behaviors and values.
- Operate necessary office machines.
- Maintain account records.

KNOWLEDGE OF:

- Budget development and control.
- Development of project funding applications.
- Issues in human service delivery.
- County and municipal governments.
- Community resources.

MAJOR DUTIES & RESPONSIBILITIES:

LEADERSHIP

- Adheres to and applies the CAPMC mission, values, standards, policies and procedures.
- Attends mandatory new employee orientation/ mentor activities.
- Attends trainings, workshops, and classes to keep abreast of client engagement theories and practices.
- Engages and encourages personal and professional development.
- Ensures services are provided to all clients in a manner consistent with CAPMC mission, standards, values and grant requirements.
- Identifies and resolves concerns and issues.
- Interacts with clients and their families in a culturally and socially sensitive way.
- Keeps apprised of developments and trends in the program's operation and be attentive to the changing or growing needs of the community.
- Keeps informed of current theories and practices in the field.
- Keeps informed of program terms, conditions, and eligibility changes.
- Maintains and ensures that staff and volunteers maintain the confidentiality of staff, parent, child, client, community, and agency information included in files, conversations, meetings, correspondence, or any other source.
- Makes recommendations for replacement, purchase, or repair of equipment.
- Models professionalism for parents, children, clients, community, co-workers, and volunteers.
- Prepares and actively participates in staff meetings and committees.

- Promotes a team environment and teamwork.
- Reports and assists in reporting suspected child abuse in accordance with CAPMC child abuse reporting procedures.
- Represents CAPMC in the community in a professional and competent manner.
- Responsible for setting priorities and meeting deadlines.
- Shares information and knowledge with appropriate staff members.
- Works as a team member to support the functions and operations of the Department and the Agency.

PROGRAM ADMINISTRATION:

- Manages, develops and coordinates the overall Community Services division, inclusive of and not limit to Community Services Block Grant(s) (CSBG), Low Income House Energy Assistance Program (LIHEAP), Homeless Prevention, drought water assistance programs, Housing Urban Development program (HUD), Senior Nutrition Program, Community Development Block Grant(s) (CDBG), Madera Mental Health Services Act (MMHSA) housing program, and Federal Emergency Management Agency (FEMA), Emergency Solutions Grants (ESG), Homeless Housing Assistance Program (HHAP), Homeless Emergency Assistance Program (HEAP) .
- Responsible for conducting a full range of activities to prepare, submit and manage grant proposals to foundations, state and federal funding sources.
- Maintains current records in database and in required paper files, including grant tracking and reporting.
- Tracks statistics relevant to development and provides department with written materials necessary by funding sources / CAPMC strategic plan.
- Coordinates and plans funding program activities, including the prioritizing, planning and scheduling of activities to guide program efficiency and effectiveness.
- Provides initiatives in identifying the need for action by the Board to develop or revise appropriate policies and assists the Board in interpreting the policies, directives and instructions of State and other Federal funding resources.
- Represents the Agency in its relationship with Federal, State and local funding sources; seeks out opportunities within these sources for funding of new and innovative programs on statewide, local committees, task forces, etc.
- Ensures that internal programs are effectively coordinated and administered, and that they complement and are appropriately linked with other social service agencies within the community.
- Maintains effective working relationship with community partners.
- Attends meetings as assigned by CAPMC Executive Director.
- Works closely with CAPMC Executive Director to ensure Community Services direction and mission are accomplished.
- Develops, manages and maintains several Community Services budgets.
- Assures reports, bills, etc. are well maintained and completed on time.
- Oversees the work of all Community Services staff; holds staff meetings and assures staff's ongoing development via workshops, conferences and one-on-one meetings.

- Maintains positive and productive relationships with all of CAPMC partners and other Community Action programs.
- Establishes new partnerships with local Faith Community and Business Community.
- Provides analysis of community homeless issues for committee, board and staff; tracks policies and programs at the state and federal level, and participates in local and statewide advocacy campaigns.
- Researches best practices and training resources for topics within the Agency's strategic plan (e.g., chronic homelessness, family homelessness, prevention, rapid re-housing).

OTHER DUTIES:

- Adheres to the Americans with Disabilities Act of 1990 (ADA), which prohibits discriminatory actions toward any qualified individuals. In particular, children with disabilities are enrolled in the classroom as mandated by federal and state laws.
- Ensures strict compliance with universal precautions during work-related visits or when administering first aid.
- Other duties as assigned within scope of job classification.

LIMITS OF AUTHORITY

- Relative authority to maintain compliance with federal, state, and local laws as well as the Agency's policies and procedures.
- Relative authority to maintain compliance with program standards and the requirements of funding guidelines.
- Maintains close communication with the immediate supervisor to recommend a course of action and to receive directives on priorities.

OTHER REQUIREMENTS:

- Must be able to relate with all people of the community regardless of sexual, ethnic, racial, or religious background or socio-economic level.
- Must be dedicated to the goals and philosophy of CAPMC and Department.
- Must possess emotional maturity, stability, tactfulness, and the ability to provide professional leadership.
- Must have dependable insured transportation and a valid California Driver's License and acceptable driving record. A DMV printout and proof of insurance will be required. Mileage may be reimbursed subjected to the CAPMC's policy.
- Must complete all background requirements: references, livescan checks, a pre-employment physical fitness and drug screen, acknowledgement of child abuse reporting responsibility, criminal record statement, debarment clearance, and receive satisfactory clearance from all licensing and investigative authorities. Employment is contingent upon receiving clearances from appropriate authorities.
- Must use reasonable precautions in the performance of one's duties and adhere to all applicable safety rules and practices; and act in such a manner as to ensure at all times maximum safety to one's self, fellow employees, clients, and children.

GENERAL PHYSICAL REQUIREMENTS

Medium work: exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

PHYSICAL ACTIVITIES

- Climbing: Ascending or descending ladders, stairs, scaffolding, ramps, and the like, using feet and legs and/or hands and arms. Body agility is emphasized. This factor is important if the amount and kind of climbing required exceeds that required for ordinary locomotion.
- Balancing: Maintaining body equilibrium to prevent falling or tripping when walking, standing or crouching on narrow, slippery or erratically moving surfaces. This factor is important if the amount of balancing exceeds that needed for ordinary locomotion and maintenance of body equilibrium.
- Stooping: Bending body downward and forward by bending spine at the waist. This factor is important if it occurs to a considerable degree and requires full use of the lower extremities and back muscles.
- Kneeling: Bending legs at the knee to come to a rest on knee or knees.
- Crouching: Bending the body downward and forward by bending leg and spine.
- Crawling: Moving about on hands and knees or hands and feet.
- Reaching: Extending hand(s) and arm(s) in any direction.
- Standing/Sitting: Particularly for sustained periods of time.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.
- Pushing. Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.
- Pulling: Using upper extremities to exert force in order to draw, drag, haul, or tug objects in a sustained motion.
- Lifting: Raising objects from a lower to a higher position or moving objects horizontally from position to position. This factor is important if it occurs to a considerable degree and requires the substantial use of the upper extremities and back muscles.
- Fingering: Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand or arm as in handling.
- Grasping: Applying pressure to an object with the fingers and palm.
- Feeling: Perceiving attributes of objects, such as size, shape, temperature, or texture by touching with skin, particularly that of fingertips.
- Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.

- Hearing: Perceiving the nature of sounds at normal speaking levels or without correction. Ability to receive detailed information through oral communication, and make fine discriminations in sound.
- Repetitive Motions: Substantial movements (motions) of the wrists, hands, and/or fingers.

VISUAL ACUITY

The worker is required to have visual acuity to determine the accuracy, neatness, thoroughness of work assigned.

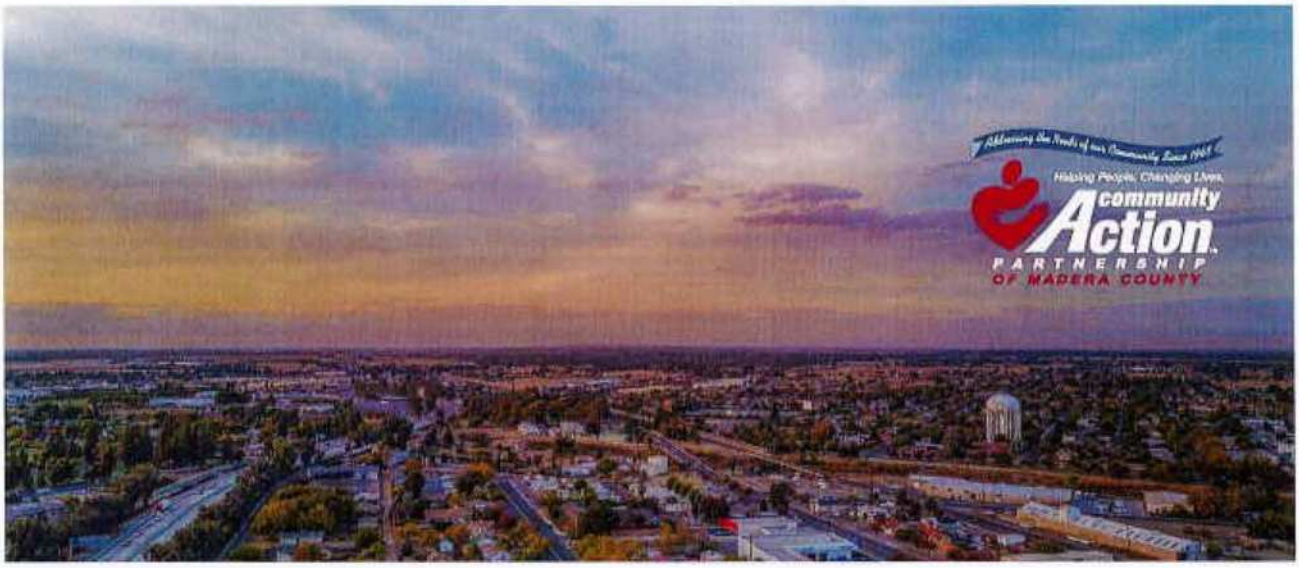
WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORKING CONDITIONS

- The worker is subject to both environmental conditions: Activities occur inside and outside.
- The worker may be exposed to infectious diseases.

To build a diverse workforce, CAPMC encourages applications from individuals with disabilities, minorities, veterans, and women. EEO/AA Employer.



COMMUNITY NEEDS ASSESSMENT

Data About the Demographics, Economic Features, and Resources in Madera County

Attached please find excerpts from the recent Community Needs Assessment. It is anticipated the Assessment will be approved by CAPMC's Board of Directors during the June 10, 2021 Board of Directors meeting.

June 2021

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.
1225 GILL AVENUE, MADERA, CA 93637

COMMUNITY INPUT

An integral part of the Community Needs Assessment is listening to Madera County residents, both those affected by the conditions of poverty, and those attempting to reduce them. CAPMC held the following Focus Groups and Survey Opportunities to hear from differing parts of Madera County:

- Online Surveys Distributed from April 1-April 26 to General Madera County population
- Head Start Parent Meeting on Thursday, April 15 at 2pm
- Shunammite Place Focus Group on Friday, April 23 at 9am
- Community Partner WebEx Forum on Friday, April 23 at 11am

TABLE 50

NEEDS PRIORITIZED BY INPUT GROUP				
Name	Online Survey	Head Start Parent Meeting	Shunammite Place Focus Group	Community Partner WebEx Forum
Date	*April 1-26*	*April 15 at 2pm*	*April 23 at 9am*	*April 23 at 11am*
Participants	62	6	9	8
Target Population	Those who work or live in Madera County	Fairmead/Chowchilla Residents, Spanish Speaking	Homeless, Recipients of CAPMC Services	Community Partners
Priorities	Affordable Housing	*Responses Included in Survey Data*	Health	Homeless
	Food		Affordable Housing	Mental Health
	Employment		Transportation	Resources for At-Risk 12-17 Youth
	Health		Employment	Housing
	Community Events & Parks		Shopping/Stores	Employment
	Homeless		Homeless	Education/Schools
	Financial Health		Child Care	Rehab/Recovery for Drug Abuse
	Transportation		Education/Schools	
	Child Care			
	Mental Health			

PRIORITIZATION PROCESS

The Community Needs Assessment Team has collected the most current information available for more than 40 indicators in three impacted areas: demographic economic, and quality of life conditions. Each impacted area has a set of indicators that provide information about the magnitude of certain needs, social problems or contributing factors; and the overall performance in the community in addressing issues, needs or problems.

ALIGNMENT WITH LIVE WELL MADERA COUNTY

The Madera County Public Health Department's accreditation process prompted the need to conduct a Community Health Assessment. This process began with a convening of individuals led by Madera County Public Health Department, representing various community-based organizations, faith-based organizations, private sector, public sector, and educational institutions. The group became known as the Mobilizing for Action through Planning and Partnerships (MAPP) Steering Committee in 2017, and now has been renamed Live Well Madera County. CAPMC is proud to have representatives in both the Steering Committee and Executive Committee.

The result of the data is the 2017 Community Health Assessment, which documented four priorities and needs in the community, confirmed by the 2017 Madera County Health Rankings Report. The four priorities are:

- Obesity & Diabetes
- Mental Health
- Alcohol & Drug Use
- Child Abuse & Neglect

The 2019-2021 Community Health Improvement Plan monitored progress in two identified strategic health priorities: Diabetes and Obesity, and Child Abuse and Neglect, and strategies are under way to address those issues.

The CAPMC Community Needs Assessment aims to show linkage between data found from the Live Well Madera County Steering Committee and data found from CAPMC to help together address the priorities and factors contributing to these. Many of the contributing factors and effects of the priorities are being addressed by CAPMC services and program

CAPMC Priorities

When deciding which needs to prioritize, an understanding of root causes is important. Poverty is so widespread throughout Madera County and has been for many years, it almost seems endemic. However, by truly understanding the stories of our residents, root causes can begin to be addressed. Most of the priorities listed below are root causes of poverty and contribute to the lineage of poverty that is often passed from one generation to the next.

Staff reviewed the concerns listed from the community focus groups, public hearings, community surveys, and then organized the data into categories or themes. Each time a participant mentioned an issue, it was tallied, and those were totaled together to form a list of the top needs in Madera County.

Coordinating priorities is essential when collaborating with local agencies. Although the priorities below look distinctively different in verbiage from those identified through LiveWell Madera, CAPMC will be addressing root causes of the four priority areas of the Live Well Madera Steering Committee (Obesity & Diabetes, Mental Health, Alcohol & Drug Use, and Child Abuse & Neglect). This collaboration, inclusive of strategic planning and a community-based approach, allows for collaboration, partnerships, and increased efficiency and effectiveness to serve the low-income residents and overall entire population of Madera County.

CAPMC Identified Community Priorities
Affordable Housing
Access to Health Care
Employment
Food
Homeless Services
Transportation
Community Activities/Parks
Financial Health
Child Care
Mental Health

Affordable Housing means both the ability to secure affordable rental housing and the ability to become homeowners. CAPMC offers permanent supportive housing at the Shunammite Place.

Access to Health care – CAPMC does not provide health care services but assistance in obtaining Medi-Cal insurance is provided.

Employment – CAPMC offers volunteer opportunities and this often leads to employment.

Food – CAPMC assists clients in signing up for Cal-Fresh benefits and in helping clients access food supplies offered by Madera County Food Bank.

Homeless Services – CAPMC provides an array of services to support the homeless.

Transportation – CAPMC provides limited transportation for homeless individuals and families.

Community Activities/Parks – CAPMC does not build parks. This information has been forwarded to the City of Madera Parks & Recreation Department.

Financial Health – CAPMC provides Budget Development classes and Credit Repair classes for the Shunammite Place residents.

Child Care – CAPMC provides assistance in both finding quality child care, and in paying for child care with Alternative Payment Program. CAPMC's Head Start program is also offered in Madera County.

Mental Health – CAPMC supports this priority by assisting clients with connecting to mental health services offered in Madera County.

CDBG 2021-2022

Continuum of Care Homeless Funding Project Timeline

July 2021

- FMCoC Coordinated Entry Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Coordinated Entry Meeting System

Aug 2021

- FMCoC Coordinated Entry Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Management Information Systems Committee Meeting

Sep 2021

- FMCoC Coordinated Entry Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Coordinated Entry System Meeting

Oct 2021

- FMCoC Coordinated Entry Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- First Quarter Report Due

Nov 2021

- FMCoC Coordinated Entry Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Management Information System Committee Meeting
- Homeless Count Planning Meeting

Dec 2021

- FMCoC Coordinated Entry Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Coordinated Entry System Meeting
- Homeless Count Planning Meeting

Continuum of Care Homeless Funding Project Timeline

CDBG 2020—2021

Jul 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Fourth Quarter Report Due
- Coordinated Entry System Committee Meeti...
- Homeless Count Planning Meeting
- Homeless Coalition Meeting

Jun 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Management Information System Meeting
- Homeless Count Planning Meeting

May 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Coordinated Entry System Committee Meeting
- Third Quarter Report Due

Apr 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Management Information System Meeting

Mar 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Coordinated Entry System Committee Meeting

Feb 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Homeless Point-In-Time Count
- Homeless Management Information System Meeting
- 2nd Quarter Reporting

Jan 2022

- FMCoC Coordinated Entry Evaluation Committee
- FMCoC General Board Meeting
- FMCoC Board of Directors Meeting
- Point-In-Time Count Planning Meeting

Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: Community Action Partnership of Madera County, Inc.

PROJECT NAME: Fresno Madera Continuum of Care

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$250.00
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	$819.00
Rent (portion allocated to this program)	$540.00
Equipment Rental	
Insurance	$300.00
Utilities	$95.00
Telephone	$95.00
Other Expenses (Specify):	$17,901.00
Salaries - Community Services Staff $12,577	
Benefits - Community Services Staff $2,999	
Fees & Licenses - COC Requirement $657	
Indirect Cost @ 9.10% $1,668	

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $20,000.00

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Community Action Partnership of Madera County, Inc.**
1225 Gill Ave
Madera, CA 93637

PROJECT TITLE: Fresno Madera Continuum of Care

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Attachment 10

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT ($60,000) AND RELATED GRANT REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS WITH JAMES MEKALIAN DBA LA MADERA ACCESSIBLE LIVING STUDIOS

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with James Mekalian DBA La Madera Accessible Living Studios in the amount of $60,000 ("Agreement"); and

WHEREAS, HUD requirements also require a Regulatory Agreement.

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 approves the Subrecipient Agreement and related Grant Regulatory Agreement and Declaration of Restrictive Covenants between the City and James Mekalian DBA La Madera Accessible Living Studios attached as Exhibits 1 and 2.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND JAMES MEKALIAN DBA LA MADERA ACCESSIBLE LIVING STUDIOS

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and James Mekalian DBA La Madera Accessible Living Studios, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the

tenth (10th) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $60,000.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time-cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds

provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being

terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
James Mekalian DBA La Madera Accessible Living Studios
121 N. Lake St
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:	**JAMES MEKALIAN DBA LA MADERA ACCESSIBLE LIVING STUDIOS:**
By: _____ Santos Garcia, Mayor	By: _____ James Mekalian, Sole Proprietor
Date: _____	Date: _____
ATTEST:	**APPROVED AS TO LEGAL FORM:**
By: _____ Alicia Gonzales, City Clerk	By: _____ Hilda Cantú Montoy, City Attorney
Date: _____	Date: _____

Exhibit 2

NO FEE DOCUMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Madera
Grants Department
205 W Fourth Street
Madera, CA 93637
Attention: Grants Administrator

No fee for recording pursuant to
Government Code Section 27383

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(City of Madera CDBG Grant Award)

(121 N. Lake Street, Madera, CA 93638)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of _____, 2021, by and between the City of Madera, a municipal corporation ("City"), and James Mekalian, Sole Proprietor DBA La Madera Accessible Living Studios ("Owner") .

RECITALS

A. Pursuant to the Grant Agreement (as defined in Section 1.1 below), the City will provide to Owner, (referred to as "Subrecipient" in the Grant Agreement) a grant of Sixty Thousand dollars ($60,000.00) (the "Grant") to rehabilitate the real property located at 121 N Lake Street in the City of Madera, State of California, as more particularly described in Exhibit A attached hereto (the "Property"). The Property is improved with a multifamily residence. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Grant Agreement, as defined below.

B. The Grant is funded with Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.), as amended ("CDBG Funds"). The CDBG Funds must be used by the City in accordance with 24 C.F.R. Part 570.

C. The City has agreed to make the Grant to Owner on the condition that the Property be maintained and operated in accordance with restrictions concerning occupancy, operation, and maintenance of the Property that are set forth in this Agreement and in the Grant Agreement.

D. In consideration of receipt of the Grant, Owner agrees to observe all the terms and conditions set forth below.

E. In order to ensure that the entire Property will be used and operated in accordance with these conditions and restrictions, City and Owner wish to enter into this Agreement.

THEREFORE, City and Owner hereby agree as follows.

ARTICLE 1
DEFINITIONS

1.1 Definitions.

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" means the actual number of persons in the applicable household.

(b) "Adjusted Income" means the total anticipated annual income of all persons in the Tenant household as calculated in accordance with 24 C.F.R. Section 5.611.

(c) "Affordable Rent" has the meaning set forth in Section 2.2.

(d) "CDBG" means the Community Development Block Grant Program.

(e) "CDBG Regulations" means Community Development Block Grant Program, operated pursuant to Title I of the Housing and Community Development Act of 1974, et seq.

(f) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing, dated of even date herewith, by and among Owner, as trustor, First American Title Insurance Company, as trustee and the City, as beneficiary, that will encumber the Property to secure repayment of the Loan and the performance of the Loan Agreement and this Agreement.

(g) "HUD" means the United States Department of Housing and Urban Development.

(h) "Grant" means all funds awarded to Owner by City pursuant to the Regulatory Agreement and Declaration of Restrictive Covenants (hereafter "Grant Agreement" approved by City Council Resolution No. ____ on _____.

(i) “Grant Agreement” means the City Grant Agreement between Owner and City, dated of even date herewith, evidencing the Grant.

(j) "Very Low Income Household" means a Tenant household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

(k) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the City of Madera, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD.

(l)

(m) “CDBG” has the meaning set forth in Recital B.

(n) "Property" has the meaning set forth in Recital A.

(o) "Rent" means the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit, property and land and associated facilities, including parking; any separately charged fees or service charges assessed by Owner which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant.

(p) "Tenant" means a household legally occupying a Unit.

(q) "Term" means the term of this Agreement which commences as of the date of this Agreement and ends twenty (20) years after the date of this Agreement.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

All of the Units shall be rented to and occupied by Very Low Income Households with a disability.

Maximum occupancy for the Unit shall be the HUD maximum allowable occupancy of two persons per bedroom plus one.

2.2 Allowable Rent.

(a) The monthly rent paid by Tenants of the Unit shall not exceed $1/12^{th}$ of thirty percent (30%) of Tenant's Adjusted Income (the "Affordable Rent").

(b) The maximum Affordable Rent charged for the Unit shall be the fair market rent established by HUD for the City of Madera for a single bedroom Unit.

2.3 Termination of Occupancy.

Upon termination of occupancy of a Unit by a Tenant, such Unit be rented to Very Low Income Households, to comply with the requirements of Section 2.1 above.

ARTICLE 3
INCOME CERTIFICATION AND REPORTING

3.1 Income Certification; Increased Income.

(a) Owner will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any Unit. Owner shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Owner shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Owner shall also complete and/or have the Tenants of the Unit complete and sign the "Income Computation and Certification" and the "Owner's Certification of Household Income" both of which are attached hereto as Exhibit B and/or any other forms related to Tenants' income provided to Owner by the City or that provide income information that is sufficient to determine an applicant's income as required by this Section 3.1. Copies of Tenant income certifications shall be available to the City upon request.

(b) If upon recertification, Owner determines that a tenant's household income exceeds the Very Low Income limit, then the tenant shall be allowed to remain in occupancy and shall be charged the Allowable Rent which shall be calculated as described in Section 2.2. A Tenant shall be qualified to remain in occupancy of the Unit until such time as Tenant's Adjusted Income exceeds one hundred twenty percent (120%) of Median Income.

3.2 Reporting Requirements.

Owner shall submit to the City quarterly Property status reports for the first two (2) years of Property operation no later than ninety (90) days after the end of each quarter. Thereafter, Owner shall submit to the City annual reports in a form approved by the City, no later than one hundred twenty (120) days after the end of Owner's fiscal year. The reports shall contain such information as the City may require, including, but not limited to, the following:

(a) A statement of the fiscal condition of the Property, including a financial statement indicating surpluses or deficits in operating accounts for the period covered, a detailed itemized listing of income and expenses, and the amounts of any Property reserves. The report due after the end of each fiscal year, or when Grants Administrator deems necessary, shall contain an audited version of this statement. Such audit shall be prepared in accordance with the requirements of the City and certified at the Owner's expense by an independent Certified Public Accountant licensed by the State of California. The Owner shall also follow audit requirements of the Single Audit Act and OMB Circulars A-122 and 110.

(b) The substantial physical defects in the Property, if any, including a description of any major repair or maintenance work undertaken in the reporting period.

(c) The occupancy of the Property indicating:

(1) A listing of current Tenants' names, income levels, rent charged and paid, move-in dates, and the race and ethnic groups of Tenants;

(2) General management performance, including Tenant relations and other relevant information.

Upon request of the City, Owner shall furnish, within fifteen (15) days, copies of all Tenant agreements for the Units. Within fifteen (15) days after receipt of a written request from the City, Owner shall also submit any other information or completed forms requested by the City in order to comply with reporting requirements of HUD, (provided, however, that the Owner shall in no event be obligated to provide any information that it cannot legally obtain as a housing provider), the State of California, or any other government entity or lender to Owner.

3.3 Additional Information.

Owner shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to the Property.

3.4 Records.

Owner shall maintain complete, accurate and current records pertaining to the Property, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Property shall at all times be kept separate and identifiable from any other business of Owner and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. Owner shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years.

3.5 On-site Inspection.

The City shall have the right to perform an on-site inspection of the Property when deemed necessary by the City, and subject to the rights of the Tenants, at least one (1) time per year upon reasonable notice to the Owner. Owner agrees to cooperate in such inspection and request Tenants cooperate with such inspections.

ARTICLE 4
OPERATION OF THE PROPERTY

4.1 Residential Use.

Owner shall operate the Property as housing for Very Low Income Households in accordance with Article 2 of this Agreement. No part of the Property may be operated as transient housing.

4.2 Taxes and Assessments.

Owner shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Owner may contest in good faith, any such taxes, assessments, or charges. In the event Owner exercises its right to contest any tax, assessment, or charge against it, Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.3 Property Tax Exemption.

Owner shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g), without the prior written consent of the City.

4.4 Tenant Selection Plan.

Marketing, tenant selection and waitlist administration procedures shall be done in accordance with the approved Tenant Selection Plan. Owner shall not make material modifications to its tenant selection plan without the prior written approval of the City, which approval shall not be unreasonably withheld.

ARTICLE 5
PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities.

The Owner is responsible for all management functions with respect to the Property, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Property. The Owner shall retain a professional property management company approved by the City in its reasonable discretion to perform its management duties hereunder.

5.2 Management Agent; Periodic Reports.

The Property shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Property in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Owner shall submit for the City's approval the identity of any proposed Management Agent. The Owner shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the City to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the City shall approve the proposed management agent by notifying the Owner in writing. Unless the proposed management agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review.

The City reserves the right to conduct an annual (or more frequently, if deemed necessary by the City) review of the management practices and financial status of the Property. The purpose of each periodic review will be to enable the City to determine if the Property is being operated and managed in accordance with the requirements and standards of this Agreement. The Owner shall cooperate with the City in such reviews.

5.4 Replacement of Management Agent.

If, as a result of a periodic review, the City determines in its reasonable judgment that the Property is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the City shall deliver notice to Owner of its determination that the Property does not satisfy the requirements of this Agreement, such notice may include a request to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Owner of such written notice, City staff and the Owner shall meet in good faith to consider methods for improving the financial and operating status of the Property, including, without limitation, replacement of the Management Agent.

If, after such meeting, City staff recommends in writing the replacement of the Management Agent, Owner shall promptly dismiss the current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the City pursuant to Section 5.2 above.

Any contract for the operation or management of the Property entered into by Owner shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Section 6.8 below.

5.5 Approval of Management Policies.

The Owner shall submit its written management policies with respect to the Property to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance.

The Owner agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

Owner agrees to prevent deterioration of the Property due to below-average maintenance. Normal wear and tear of the Property will be acceptable to the City assuming the Owner agrees

to provide all necessary improvements to assure the Property is maintained in good condition. The Owner shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that the Owner breaches any of the covenants contained in this Section and such default continues for a period of fifteen business (15) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the City shall be permitted (but is not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, which amount shall be promptly paid by the Owner to the City upon demand.

5.7 Asset Management.

The Owner is responsible for all asset management functions with respect to the Property, including without limitation the oversight of the Management Agent, maintaining accurate and current books and records for the Property and promptly paying costs incurred in connection with the Property. The City shall have no responsibility over asset management of the Property.

ARTICLE 6
MISCELLANEOUS

6.1 Lease Provisions.

In leasing the Unit(s), Owner shall use a form of Tenant lease approved by the City. The form of Tenant lease shall also comply with all requirements of this Agreement, and shall, among other matters:

(a) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (i) to provide any information required under this Agreement or reasonably requested by Owner to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Property in accordance with the standards set forth in this Agreement, or (ii) to qualify as a Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(b) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Owner, and provide for no increase in Rent during such year, except as may be required by. After the initial year

of tenancy, the lease may be month-to-month by mutual agreement of Owner and the Tenant.

6.2 Lease Termination.

Any termination of a lease or refusal to renew a lease for a Unit shall be in conformance with the CDBG Regulations and shall be preceded by not less than sixty (60) days written notice to the Tenant by the Owner specifying the grounds for the action.

6.3 Nondiscrimination.

(a) The Property shall be operated at all times in compliance with the provisions of: (i) the Unruh Act; (ii) the California Fair Employment and Housing Act; (iii) Section 504 of the Rehabilitation Act of 1973; (iv) the Fair Housing Act, as amended; and (v) any other applicable law or regulation (including the Americans With Disabilities Act, to the extent applicable to the Property). Owner shall agree to indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to City) City, and its boardmembers, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Owner's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

(b) All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. Owner shall not give preference to any particular class or group of persons in renting the Unit(s), except as may be required pursuant to Article 2.1 of this Agreement and the approved Supportive Services Plan for the Property.. The Owner herein covenants by and for Owner, assigns, and all persons claiming under or through the Owner, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall Owner or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit. Notwithstanding the above, with respect to familial status, the above should not be construed to apply to housing for older persons as defined in Section 12955.9 of the Government Code and other applicable sections of the Civil Code as identified in Health and Safety Code Section 33050(b).

(c) The Owner will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates

for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective Tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Property which have the effect of precluding occupancy of Units by such prospective Tenants.

6.4 Binding Effect; Consideration.

The provisions of this Agreement shall apply to the Property for the entire Term, as defined in this Agreement. This Agreement shall bind any successor, heir or assign of Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. The City makes the Grant on the condition, and in consideration of, this provision, and would not do so otherwise.

6.5 Compliance with the Grant Agreement and Program Requirements.

(a) Owner's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Grant Agreement; (ii) all requirements imposed on projects assisted under the CDBG Program as contained in 42 USC Section 5301, et seq., 24 CFR Part 570, and other implementing rules and regulations.

(b) Owner shall ensure that the Property meets the Housing Quality Standards pursuant to CDBG Regulations throughout the Term.

6.6 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the City, and (iv) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Owner shall also file a copy of the above-described notice with the Grants Administrator of the City.

(b) In addition to the notice required above, Owner shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a), which would include the City Community Development Director) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to

purchase the Property to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Property is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Property.

6.7 Covenants to Run With the Land.

The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.8 Enforcement by the City.

If Owner fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified Owner in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel Owner's performance of its obligations under this Agreement, and/or for damages.

(b) Remedies Provided Under City Grant Agreement. The City may exercise any other remedy provided under the Grant Agreement.

6.9 Attorneys' Fees and Costs.

In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.10 Recording and Filing.

The City and Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Madera.

6.11 Governing Law.

This Agreement shall be governed by the laws of the State of California.

6.12 Waiver of Requirements.

Any of the requirements of this Agreement may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

6.13 Amendments.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Madera.

6.14 Notices.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City: City of Madera
Grants Department
205 W Fourth Street
Madera, CA 93637
Attention: Grants Administrator

Owner: James Mekalian Sole Proprietor
DBA La Madera Accessible Living Studios
c/o "Management Agent"
121 N. Lake Street
Madera, CA 93638
Attention: "Agent name"

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

6.15 Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

6.16 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.17 Revival of Agreement after Foreclosure.

This Agreement shall be revived according to its original terms if, during the original Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Property or Property.

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

CITY:

CITY OF MADERA, a municipal corporation

By: _____

Name: _____

Its: _____

OWNER:

James Mekalian Sole Proprietor, DBA La Madera Accessible Living Studios

By: _____

Name: _____

Its: _____

STATE OF CALIFORNIA)
)
COUNTY OF MADERA)

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

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

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF MADERA)

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

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

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

LOT 2 IN BLOCK 44 OF THE TOWN, NOW CITY OF MADERA, ACCORDING TO THE MAP ENTITLED "BLOCK 44, TOWN OF MADERA", FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MADERA, STATE OF CALIFORNIA, RECORDED DECEMEBER 2, 1909 IN VOL. 2 OF MAPS, AT PAGE 20

APN: 075-0167-010

EXHIBIT B

INCOME COMPUTATION AND CERTIFICATION
AND OWNER'S CERTIFICATION OF HOUSEHOLD INCOME

I, the Undersigned, certify that I have read and answered fully, and truthfully each of the following questions for all persons in the household who are to occupy a room in this house for which application is made.

Occupant ' s Name	**Social Security #**	**Age**	**Place of Employment**	**Annual Income**
1.				
2.				
3.				
4.				
5.				
6.				
7.				
			TOTAL:	

The total anticipated annual household income* for the twelve (12) month period beginning this date (the sum of the final column): $ _____.

Signed:___ Date: _____
Head of Household

* The anticipated annual Income as determined by Attachment A.

Owner's Certification of Household Income

Household Name _____

I certify, as Owner/Management Agent for _____ that I have verified this Household's Income by using the following:

1. Tax returns _____
2. Place of employment verification _____
3. Pay stubs _____
4. Notarized statement from lessee _____
5. Other (please describe) _____

_____
Owner/Management Agent

_____
Date

Exhibit A

CDBG 2021/2022 GRANT APPLICATION
CAPITAL PROJECTS/PUBLIC IMPROVEMENTS
COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: JAMES MEKALIAN
Physical Address: 121 N. LAKE STREET MADERA, CA 93638
Mailing Address: SAME
Program Name: JAMES MEKALIAN DBA LA MADERA accessible living studios
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: N/A
Grant Administrator (Principal contact) First & Last Name and Title: JAMES MEKALIAN OWNER/LANDLORD Telephone Number and Email Address: 559-801-9292 JMEKALIAN303@GMAIL.COM
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: JAMES MEKALIAN OWNER/LANDLORD Telephone Number and Email Address: SAME
Amount Requested: $ 150,000

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☑ Font: 12 point ☑ Paper: 8 1/2 x 11 ☑ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☑ One-inch top, bottom, left and right margins ☑ Emailed applications should be submitted as a PDF document (not in Microsoft Word format)	☑ Grant Application Coversheet
	☑ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☑ Program/Project Timeline
	☑ Budget Table
	☑ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☑ Marketing/Outreach Plan
	☑ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☑ References

Submittal Option

1. Email to:
   aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS
PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022
The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria
The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding
Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority	20	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need	30	
References	10	
Ability to Locate Other Funds	5	
Schedule	10	
Work Plan and Capacity	15	
Public Input Received	10	
TOTAL POINTS	100	

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

A. GENERAL INFORMATION

1. Name of Department/Organization: LA MADERA accesible living studios

Address: 121 N. LAKE STREET MADERA, CA 93638

Contact Person: JAMES MEKALIAN Phone: 559-801-9292

Concurrence: _____

Signature/Authorizing Official (Grant Administrator/Department Head)

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):

2. Need (Explain why project is needed.):

3. Estimated cost of project and source of estimate (if available): $_____
Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

4 Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)

5. What measurable goals will your program deliver?

6. What are the project's expected outcomes? How are the outcomes assessed?

7. What HUD National Objective does your program meet?

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

C. ENVIRONMENTAL IMPACTS:

1. Historical:

   a. How old is the affected structure?

   b. Will this project affect an historically significant (or potentially historic) structure?

2. Archeological:

   a. Will this project involve any ground disturbance?

   b. If so, how deep will excavation be and what is the volume of earth to be moved?

3. Water:

   a. Does this project involve a sewer or water system?

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.
   a. Number of persons served annually:

   b. Service Area:

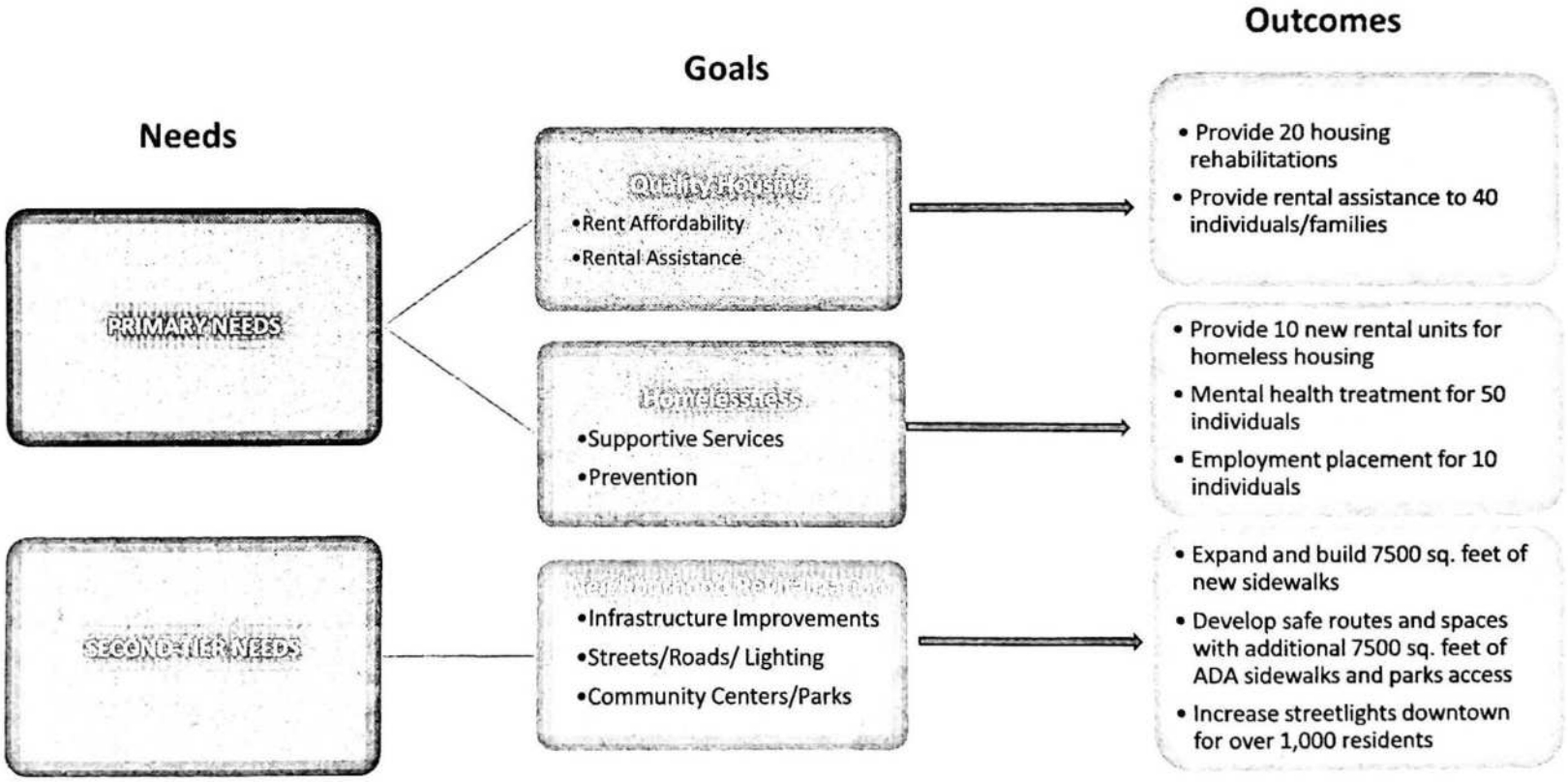
      Number of City residents served annually:

      Number of persons with disabilities or seniors served:

2. How will the proposed project prevent or eliminate slums or blight?

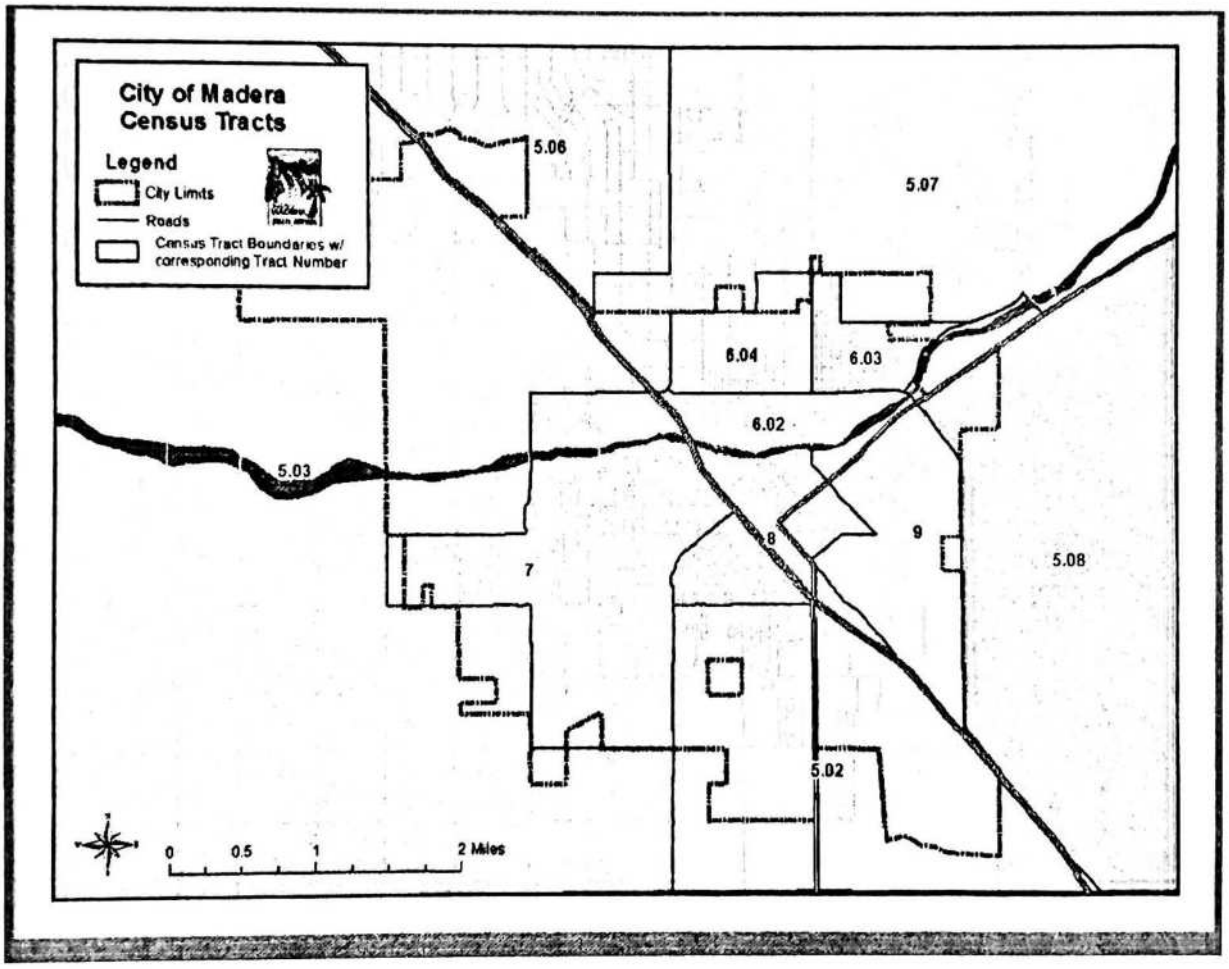
Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities



ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

2. Note complaints that have been received, etc.

3. Evidence of collaboration with other agencies within the community.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

F. REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Jennette Williams	PRESIDENT MKTG.	SUNCREST BANK	559-225-1700	jwilliams@suncrestbank.com
MASSEY CASPER	EXECUTIVE DIRECTOR	MADERA CNTY HOUSING AUTH.	559-674-5695	masseyc@maderaha.org
DULCE TINOCO	FRESNO STATE STUDENT	AMAZON : HOUSE CLEANING	559-900-5221	dulcetinoco94@gmail.com

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera Capital Projects / Public Impr.

PROJECT NAME: La Madera Accesible Living Studios

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$10,000
Supplies	1,000
Postage	500
Consultant Services	2,000
Maintenance/Repair	2,000
Publications/Printing	500
Transportation/Travel Required for Business	500
Rent (portion allocated to this program)	N/A
Equipment Rental	1,500
Insurance	750
Utilities	1,000
Telephone	250
Other Expenses (Specify):	N/A

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 0.00

150K TOTAL

B.

1) Project La Madera is in the process of converting the former Madera County Adoption facility into a ten (10) affordable living studios/units intended for 100% occupancy section 8 housing. These studios will be single inhabitated and meet the Madera County housing authority guidelines.

2) Project La Madera's completion is crucial to our city's homeless problem. Both Madera City & County recognize this issue and label it their number one priority in 2021. By providing adequate housing to our homeless we can mitigate this growing challenge. I personally am passionate about making intended change. With this change will come standards which will propel the overall quality of one's life over the course of a year. Tenants will be carefully selected with the guidance of the housing authority and adhere to our vision using these dwellings as a springboard to launch themselves back into the workforce as productive citizens in our community. Required education, work, classes, meetings, etc. are implemented and upheld by the consistent guidance of our local housing authority.

3) $150,000.00 requested amount. I, James Mekalian have personally put over $50,000 of my own personal money into the initial reconstructing of the facility. Supporinting documents available by request.

4) I believe this is the most important question for grant assistance/acceptance. For Project La Madera it will dictate the completion timeline. Quite simply, with or without grant funding, I intend to finish this ten unit complex. However, in the unlikely event grant funds are not provided, I will be forced to continue "pay as I go". This means when I have the additional funds each month I will continue to move forward with the necessary completion- which will take probably close to two years before fruition. In the likely event Project La Madera is granted the funds, completion and move in will not take any longer than four months. That's it. That means ten residents before year end! That's great news!

5) Immediate accessible housing "move in ready" by no later than Oct 31, 2021 with county protocol and management in place. **COMMITMENT FOR TWENTY YEAR LEASE TO HUD.**

6) 100% Section 8 affordable housing 10 multi unit complex.

7) Low to moderate income housing

8) Project La Madera syncs with HUD's affordable housing requirements/rules/regulations, etc.

C.

1. a. Seventy (70) years. Facility has "great bones" and in great condition for conversion. The former county tenant did a wonderful job keeping up with maintenance, repairs, etc .

   b. No

2. a. Yes

b. Plumbing as needed for individual rooms with submitted plans to the City's building Dept.

3. Yes, see above.

D.

1. a. 10

b. 121 N. Lake Street Madera, CA 93638. 10 city residents. Disabilities or seniors undetermined at this time.

2. I have taken this old county building and completely (eco-friendly) the entire front of the building (landscaping) with fences, faux grass, gravel and plant life requiring little water. I have provided numerous jobs to neighbors as close as next door to help me beauifiy this lovely area on Lake street. As it stands now, the façade has eliminated the appearance of slums or blight. Once awarded this grant, the completion of this complex will completely eliminate any slums/blight both in appearance and performance!

E.

1. As mentioned, I have introduced myself to many neighbors throughout the block,etc. I've hired them on particular jobs when their trade was needed. Many of these neighbors/workers have become friends and trust for one another has been established.

2. None

3. The Madera County Housing Authority has been behind me and Project La Madera since day one. I can't thank them enough for their guidance and encouragement to move forward without hesitation. Particularly, Mr. Massey Casper, the director of the housing authority who keeps me on task and sees things much more pragmatic when I want to "overthink something". We both share the same vision which is why La Madera will see its completion and become the success story it's intended to be. Thank you for your consideration for this grant.

Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera Capital Projects / Public Impr.
PROJECT NAME: La Madera Accesible Living Studios

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	$10,000
Supplies	1,000 —
Postage	500 —
Consultant Services	2,000 —
Maintenance/Repair	2,000 —
Publications/Printing	500 —
Transportation/Travel Required for Business	500 —
Rent (portion allocated to this program)	N/A
Equipment Rental	1,500 —
Insurance	750
Utilities	1,000
Telephone	250 —
Other Expenses (Specify):	N/A

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: $ 0.00

150K TOTAL

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **James Mekalian DBA La Madera Accessible Living Studios**
121 N Lake St
Madera, CA 93638

PROJECT TITLE: La Madera Accessible Living Studios

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Attachment 11

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($345,027) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Community Action Partnership of Madera County, Inc. in the amount of $345,027 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and Community Action Partnership of Madera County, Inc.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Community Action Partnership of Madera County, Inc., hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the

tenth (10th) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $345,027.19 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance December 31, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time-cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds

provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being

terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
Community Action Partnership of Madera County, Inc.
1225 Gill Ave
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

Community Action Partnership of Madera County, Inc.:

By: Mattie Mendez
Mattie Mendez, Executive Director

Date: 7/6/2021

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

CDBG 2021/2022 GRANT APPLICATION
CAPITAL PROJECTS/PUBLIC IMPROVEMENTS
COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED: May 28, 2021 5:00 PM**
Applicant Name: Community Action Partnership of Madera County
Physical Address: 1225 Gill Avenue, Madera, CA 93637
Mailing Address: 1225 Gill Avenue, Madera, CA 93637
Program Name: CDBG 2021-2022 Housing Stabilization Program
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: 94-1612823
Grant Administrator (Principal contact) First & Last Name and Title: Mattie Mendez, Executive Director Telephone Number and Email Address: 559-675-5749 mmendez@maderacap.org
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Elizabeth Wisener, Community Services Program Manager Telephone Number and Email Address: 559-675-5742 ewisener@maderacap.org
Amount Requested: $ 400,000

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☒Font: 12 point ☒Paper: 8 1/2 x 11 ☒Single-sided No double Sided pages, Single-spaced and numbered consecutively ☒One-inch top, bottom, left and right margins ☒Emailed applications should be submitted as a PDF document (not in Microsoft Word format)	☒Grant Application Coversheet
	☒Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☒Program/Project Timeline
	☒Budget Table
	☒Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead
	☒Marketing/Outreach Plan
	☒Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☒References

Submittal Option

1. Email to:
   aestrada@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- All (100%) of the funds received from the City of Madera must serve Madera residents.

Funding will be denied if it is found that this requirement is not met.

- ☐ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

A. GENERAL INFORMATION

1. Name of Department/Organization: Community Action Partnership of Madera

   County Address: 1225 Gill Avenue, Madera, CA 93637

   Contact Person: Elizabeth Wisener

   Concurrence: Mattie Mendez Mattie Mendez, Executive Director
   Signature/Authorizing Official (Grant Administrator/Department Head)

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):

   CAPMC proposed to lease four 3-bedroom units to house homeless individuals or families though a modified rapid rehousing program. The program will provide housing for at least 12 clients. Some of the challenges to securing housing are poor rental history, criminal background, and lack of employment, both mental and physical disabilities. CAPMC plans to secure the leases and then enter into sub-leases with program participants. Program participants will pay rent of 30% of their income. Those who have no income will not pay rent. CAPMC utilizes the Fresno Madera Continuum of Care's Homeless Coordinated Entry System to prioritize who receives services first. Interested parties will be asked to complete an assessment called the Vulnerability Index Specialized Program Decision Assessment Tool (VI-SPDAT). Those who receive the highest score are considered the most vulnerable. Because this is a transitional program candidates will be referred to it based on their ability to earn enough income in the future to pay for their own rent. Income threshold is based on HUD's Uniform Act Income Limit for Madera California. Homeless eligibility is based on clients living in an emergency shelter or a place not meant for human habitation.

   Madera County lacks any housing programs that serve the transitional youth ages 18-24. Because of this, applicants in this age group will receive a higher priority.

   CAPMC will hire two Housing Case Workers. One will be assigned to provide case management of the 12 clients with the goal of helping the individuals connect to as many wrap around services as possible. Some examples of services provided are as follows: assisting in applying for Social Security disability benefits, assistance in applying for General Assistance, Cal-Fresh, assistance in helping to get connected

to Medi-Cal, dental, vision, and mental health services, assistance in helping to get connected to obtain a GED, apply for college or a trade school, access services offered by Madera County Workforce Development, and or any other supportive services that may be available to them.

2. Need (Explain why project is needed.):

The results of the most recent Homeless Point-In-Time Count conducted in January 2020 enumerated 345 unsheltered homeless in the City of Madera, and 45 in the remainder of Madera County, for a total of 390. Although Madera County does not have a huge homeless population compared to larger cities, housing solutions continue to be limited, especially for permanent supportive housing programs for men. There are also no housing programs in Madera County for transitional age youth ages 18-24.

The biggest challenge to addressing the homelessness in Madera County is the lack of affordable housing. There is almost a 0% vacancy rate in rental properties. Homeless individuals often have poor credit, poor job skills, and evictions on their record. When a vacancy becomes available, they cannot compete with individuals and families that do not have these barriers to housing.

A total of at least 390 additional housing units are needed to house those who were enumerated during the 2020 Homeless Point-In-Time Count. Most of the homeless need either subsidized housing or permanent supportive housing and this would be quite costly.

According to Worldpopulationreview.com, in 2021, there are approximately a half a million homeless individuals in the United States. California has the highest homeless population of all the states with about 151,278 homeless individuals. Madera County's location on the Highway 99 corridor makes it easy for homeless people to travel north and south along the highway. CAPMC's Homeless Outreach Workers have indicated that they see people they have never seen before every time they go out. In 2020, CAPMC helped 19 homeless individuals who had gotten stranded in Madera County with transportation cost to help them get reunited with family who lived outside of the area.

The Homeless Engagement for Living Program (HELP) Center was established by CAPMC in 2020. The center serves as a one-stop shop for homeless individuals who are seeking housing and other services to come and receive the assistance needed. As of May 25, 2021, the Help Center staff are currently working with 85 different individuals to help them get document ready to apply for housing. One of the unmet needs is for a full-time staff person to serve as a landlord engagement specialist who will work on building relationships with landlords who will give homeless clients a fresh opportunity for housing.

3. Estimated cost of project and source of estimate (if available): $400,000. Please

identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

CDBG funds will be leveraged with Homeless Housing Assistance Program Funds, AB109 Funds, Community Services Block Grant – Cares funding, Emergency Solutions Grant funds, Shunammite Place Funds, and PATH Funds. Please see the attached documents. When an applicant contacts the HELP Center to ask for housing assistance staff use all available resources to find a funding source that will best serve the client's needs.

4 Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)

Community Action Partnership of Madera County plans to operate an 18-month program. Please see the proposed timeline.

5. What measurable goals will your program deliver?

Goal #1 – Provide housing to homeless by providing transitional housing.

Goal #2 – Increase the number of landlords who are willing to work with the homeless population in Madera.

6. What are the project's expected outcomes? How are the outcomes assessed?
Project Outcomes

Outcome #1 – Provide transitional housing for 12 individuals.

Outcome #2 – 100% of participants will become enrolled in a health insurance plan.

Outcome #3 – 100% participants will receive at least 5 wrap around services from the list provided in B.1 above.

Outcome #4 – 50% of participants will enroll in education program, trade school, college, or become gainfully employed.

Outcome #5 – 80% of the clients will exit to permanent housing at the end of the contract period.

Outcome #6 – Housing Case Worker – Landlord Engagement Specialist will secure 4 rentals for the transitional housing program then one rental unit /month for 15 of 18 months for homeless clients on the HELP Center waiting list to rent.

7. What HUD National Objective does your program meet?

Benefit low to moderate income persons.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

This project meets primary needs under homeless supportive services of the Vision 2025 Plan.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

   a. How old is the affected structure? **The structures were built in 2007.**

   b. Will this project affect an historically significant (or potentially historic) structure? **No**

2. Archeological:

   a. Will this project involve any ground disturbance? **No**

   b. If so, how deep will excavation be and what is the volume of earth to be moved?

3. Water:

   a. Does this project involve a sewer or water system? **No**

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.
   a. Number of persons served annually: 12 individuals in transitional housing, and an additional 15 over 18 months

   b. Service Area: City of Madera

      Number of City residents served annually: 12

      Number of persons with disabilities or seniors served: 9

2. How will the proposed project prevent or eliminate slums or blight?

In May 2021, over thirty tons of trash was removed from the Fresno River. As individuals move out of the riverbed, trash will be reduced.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

   CAPMC recently conducted a Community Needs Assessment where information was gathered at focus groups, community meetings, and surveys about what people see is the most important unmet needs in the community. A total of 85 responses were received. The top 5 priorities were affordable housing, access to health care, employment, food, and homeless services. All of these priorities are address in this grant proposal.

2. Note complaints that have been received, etc.

3. Evidence of collaboration with other agencies within the community.

   CAPMC collaborates with homeless service providers through the Homeless Connection meeting that meet every other Wednesday morning. The meeting is used to share about open homeless cases and to collaborate regarding how to best serve them. The CDBG-Capital Projects Grant proposal was shared at the May 26, 2021 meeting. There were 25 individuals in attendance and all were in favor of CAPMC submitting the application.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

F. REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

o Was your experience working with this agency successful? o Have you seen at least one very successful project developed by this organization/agency? o Do you think they are doing a good job in Madera?

All responses were yes.

Name	Title	Company/Agency	Phone	Email Address
Julie Morgan	Assistant Director	Madera County Behavioral Health	559-673-3598 x 1279	Julie.morgan@maderacounty.com
Ryan McWherter	Director	Madera County Food Bank	559-975-3515	rmcwherter.maderafoodbank@gmail.com
Jesse Chavez	Director	Madera Rescue Mission	559-675-8321	jchevez@maderarescue.org

Community Services Development Block Grant Capital Projects/Public Improvements 2021-2022

Transitional Housing Timeline		Landlord Engagement Timeline
Weekly case management with client and staff to assist in goal accomplishments.	Dec 2021	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Nov 2021	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments. 2 Sept Leases Occupied	Oct 2021	13 clients housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments. 2 units leased. Aug Lease Occupied Review selection of homeless candidates	Sep 2021	Housing caseworker to build relationships with landlords to secure open units for clients.
1 Unit Leased July Lease Occupied 1 Housing Caseworker Hired Review selection of homeless candidates	Aug 2021	Housing caseworker to build relationships with landlords to secure open units for clients.
1 Unit Leased Housing caseworker Hired	July 2021	

Weekly case management with client and staff to assist in goal accomplishments.	June 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	May 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Apr 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Mar 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Feb 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	Jan 2022	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.

Clients exit to permanent housing Weekly case management with client and staff to assist in goal accomplishments.	**Dec 2022**	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Clients start looking for permanent Weekly case management with client and staff to assist in goal accomplishments.	**Nov 2022**	1 Client housed as a result of Housing caseworker to build relationships with landlords to secure open units for clients.
Clients start looking for permanent housing Weekly case management with client and staff to assist in goal accomplishments.	**Oct 2022**	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Clients start looking for permanent housing Weekly case management with client and staff to assist in goal accomplishments.	**Sep 2022**	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Clients start looking for permanent housing Weekly case management with client and staff to assist in goal accomplishments.	**Aug 2022**	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.
Weekly case management with client and staff to assist in goal accomplishments.	**Jul 2022**	1 Client housed as a result of landlord engagement Housing caseworker to build relationships with landlords to secure open units for clients.

FY 2021-22 CDBG PROJECT

AGENCY: Community Action Partnership of Madera County

PROJECT NAME: CDBG 2021/2022 Housing Stabilization Program

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	$9,420
Postage	$101
Consultant Services	$500
Maintenance/Repair	$3,880
Publications/Printing	$200
Transportation/Travel Required for Business	$2,445
Rent (portion allocated to this program)	$13,680
Equipment Rental	$550
Insurance	$1,038
Utilities	$2,340
Telephone	$4,300
Other Expenses (Specify): Salaries Program Manager and Housing Case Workers Benefits Program Manager and Housing Case Workers Fees & Licenses Hiring Costs Client Direct Benefits (Rent & Utilities) Client Furnishings Client Emergency Shelter Client Food Indirect rate @ 9.10%	 $142,306 $42,924 $1,960 $390 $117,320 $5,082 $18,000 $200 $33,364

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement
Construction/Renovation

Consultant/Professional Services Construction Management Other Expenses (Specify):

Consultant/Professional Services Construction Management Other Expenses (Specify):

TOTAL CDBG PROJECT BUDGET: $400,000

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority	20	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need	30	
References	10	
Ability to Locate Other Funds	5	
Schedule	10	
Work Plan and Capacity	15	
Public Input Received	10	
TOTAL POINTS	100	

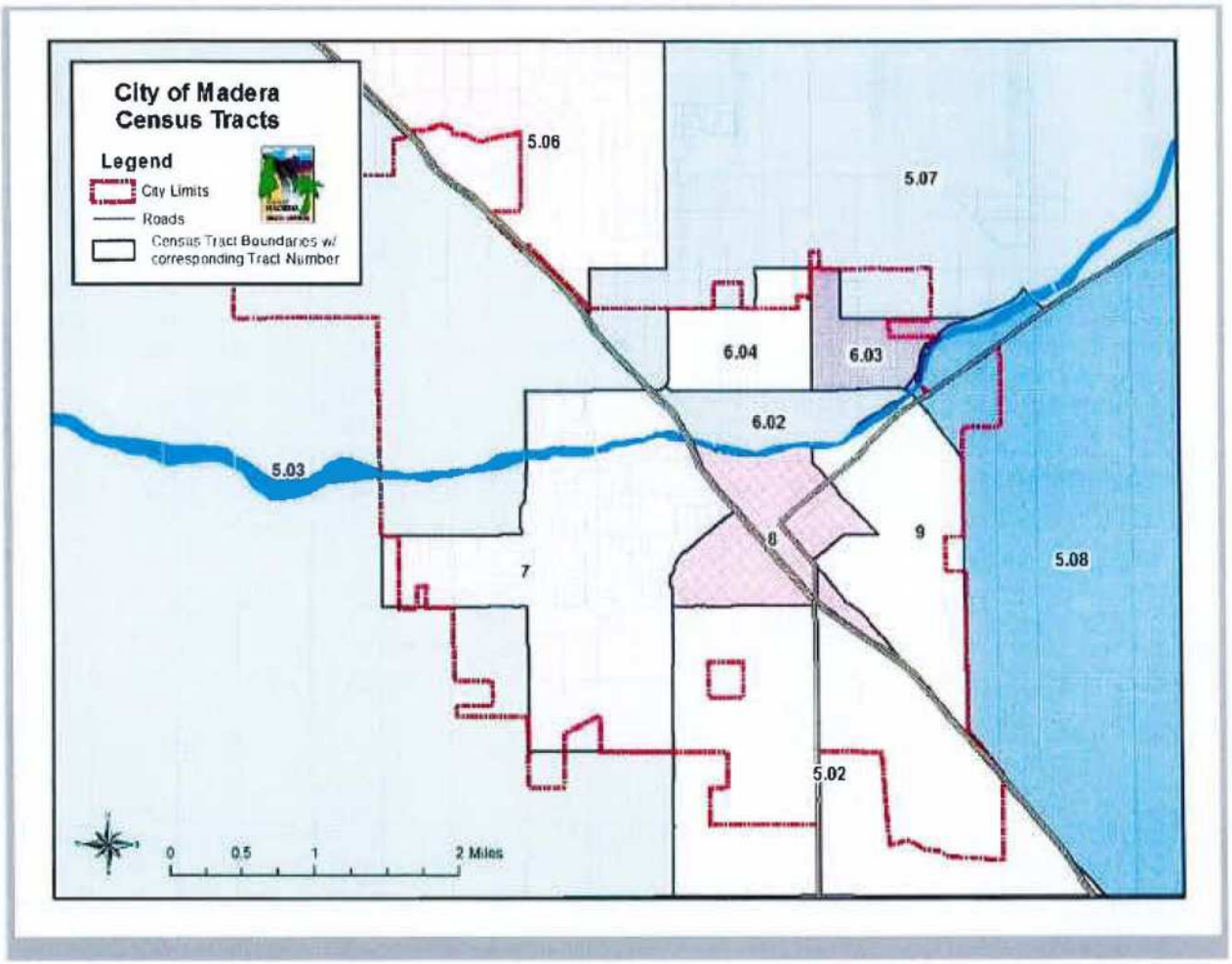
Attachment A

City of Madera Five-Year Consolidated Plan 2020-2024 Priorities



ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR



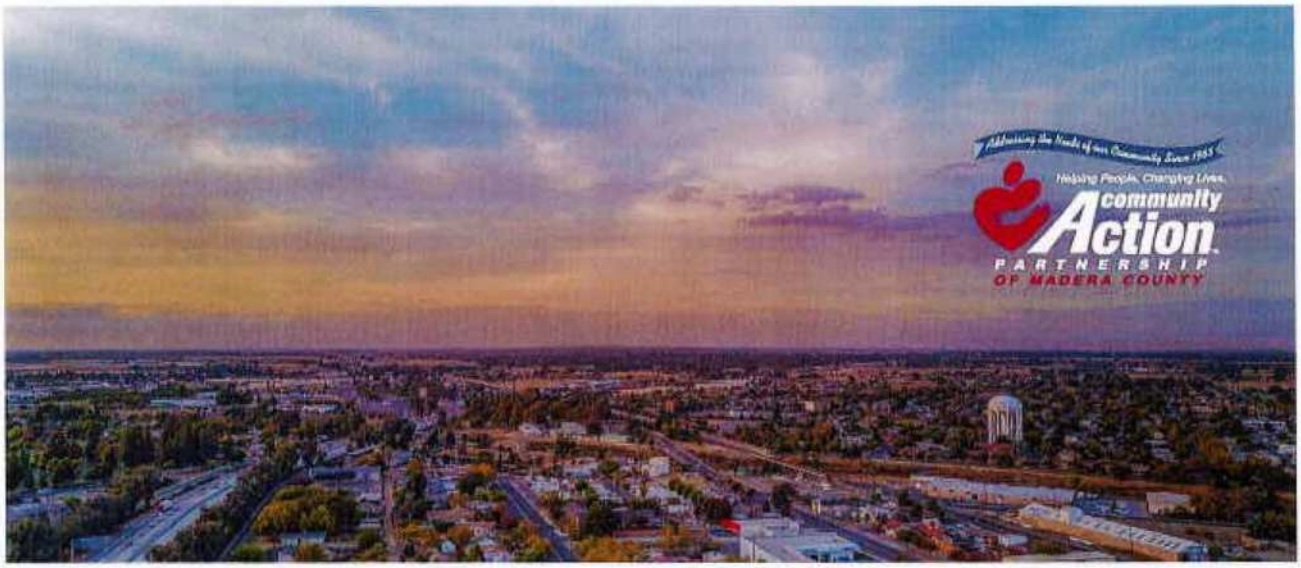
Marketing Plan
For
Community Development Block Grant CARES
Housing Stabilization Program

The Community Action Partnership of Madera County (CAPMC) plans to send information about the program to community partners, CAPMC's website, and other groups such as Neighborhood Watch that are located in the designated Census Tracks. When CAPMC launches new programs, Madera County residents are one of our best sources of spreading the information to the community. Once we begin to serve households, each one served will tell their neighbors and thus opens a floodgate of applicants.

CAPMC's goal of the Housing Stabilization Program outreach efforts is to ensure that all persons – regardless of race, color, national origin, age, religion, sex, disability, family status or English proficiency are aware of the affordable housing opportunities generated by CAPMC.

Methods used for informing the public of The Housing Stabilization Program Marketing Plan.

1. CAPMC will be responsible for implementing the CDBG Marketing Plan.
2. CAPMC will continue to collaborate with Housing and Urban Development to reduce discrimination in housing in the area.
3. CAPMC will develop an outreach plan each year, which will include advertising on the agency website, public service announcements, distribution of literature, community presentations and outreach activities to inform the community about fair housing rights.
4. Provide advertising in the language the group is most familiar with and provide a contact person who can answer questions in the language primarily spoken by that target group.
5. Target ethnic groups underrepresented.
6. Send flyers to homeless, advocacy groups, and other organizations, which serve groups that need special assistance for housing.
7. Target areas that are within in the Madera City census tract and households that are low to moderate income and in financial crisis.
8. Housing Case Worker will conduct outreach to property management companies and attend any meetings where they may be present.



COMMUNITY NEEDS ASSESSMENT

Data About the Demographics, Economic Features, and Resources in Madera County

Attached please find excerpts from the recent Community Needs Assessment. It is anticipated the Assessment will be approved by CAPMC's Board of Directors during the June 10, 2021 Board of Directors meeting.

June 2021

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.
1225 GILL AVENUE, MADERA, CA 93637

COMMUNITY INPUT

An integral part of the Community Needs Assessment is listening to Madera County residents, both those affected by the conditions of poverty, and those attempting to reduce them. CAPMC held the following Focus Groups and Survey Opportunities to hear from differing parts of Madera County:

- Online Surveys Distributed from April 1-April 26 to General Madera County population
- Head Start Parent Meeting on Thursday, April 15 at 2pm
- Shunammite Place Focus Group on Friday, April 23 at 9am
- Community Partner WebEx Forum on Friday, April 23 at 11am

TABLE 50

NEEDS PRIORITIZED BY INPUT GROUP				
Name	Online Survey	Head Start Parent Meeting	Shunammite Place Focus Group	Community Partner WebEx Forum
Date	*April 1-26*	*April 15 at 2pm*	*April 23 at 9am*	*April 23 at 11am*
Participants	62	6	9	8
Target Population	Those who work or live in Madera County	Fairmead/Chowchilla Residents, Spanish Speaking	Homeless, Recipients of CAPMC Services	Community Partners
Priorities	Affordable Housing	*Responses Included in Survey Data*	Health	Homeless
	Food		Affordable Housing	Mental Health
	Employment		Transportation	Resources for At-Risk 12-17 Youth
	Health		Employment	Housing
	Community Events & Parks		Shopping/Stores	Employment
	Homeless		Homeless	Education/Schools
	Financial Health		Child Care	Rehab/Recovery for Drug Abuse
	Transportation		Education/Schools	
	Child Care			
	Mental Health			

PRIORITIZATION PROCESS

The Community Needs Assessment Team has collected the most current information available for more than 40 indicators in three impacted areas: demographic economic, and quality of life conditions. Each impacted area has a set of indicators that provide information about the magnitude of certain needs, social problems or contributing factors; and the overall performance in the community in addressing issues, needs or problems.

ALIGNMENT WITH LIVE WELL MADERA COUNTY

The Madera County Public Health Department's accreditation process prompted the need to conduct a Community Health Assessment. This process began with a convening of individuals led by Madera County Public Health Department, representing various community-based organizations, faith-based organizations, private sector, public sector, and educational institutions. The group became known as the Mobilizing for Action through Planning and Partnerships (MAPP) Steering Committee in 2017, and now has been renamed Live Well Madera County. CAPMC is proud to have representatives in both the Steering Committee and Executive Committee.

The result of the data is the 2017 Community Health Assessment, which documented four priorities and needs in the community, confirmed by the 2017 Madera County Health Rankings Report. The four priorities are:

- Obesity & Diabetes
- Mental Health
- Alcohol & Drug Use
- Child Abuse & Neglect

The 2019-2021 Community Health Improvement Plan monitored progress in two identified strategic health priorities: Diabetes and Obesity, and Child Abuse and Neglect, and strategies are under way to address those issues.

The CAPMC Community Needs Assessment aims to show linkage between data found from the Live Well Madera County Steering Committee and data found from CAPMC to help together address the priorities and factors contributing to these. Many of the contributing factors and effects of the priorities are being addressed by CAPMC services and program

CAPMC Priorities

When deciding which needs to prioritize, an understanding of root causes is important. Poverty is so widespread throughout Madera County and has been for many years, it almost seems endemic. However, by truly understanding the stories of our residents, root causes can begin to be addressed. Most of the priorities listed below are root causes of poverty and contribute to the lineage of poverty that is often passed from one generation to the next.

Staff reviewed the concerns listed from the community focus groups, public hearings, community surveys, and then organized the data into categories or themes. Each time a participant mentioned an issue, it was tallied, and those were totaled together to form a list of the top needs in Madera County.

Coordinating priorities is essential when collaborating with local agencies. Although the priorities below look distinctively different in verbiage from those identified through LiveWell Madera, CAPMC will be addressing root causes of the four priority areas of the Live Well Madera Steering Committee (Obesity & Diabetes, Mental Health, Alcohol & Drug Use, and Child Abuse & Neglect). This collaboration, inclusive of strategic planning and a community-based approach, allows for collaboration, partnerships, and increased efficiency and effectiveness to serve the low-income residents and overall entire population of Madera County.

CAPMC Identified Community Priorities
Affordable Housing
Access to Health Care
Employment
Food
Homeless Services
Transportation
Community Activities/Parks
Financial Health
Child Care
Mental Health

Affordable Housing means both the ability to secure affordable rental housing and the ability to become homeowners. CAPMC offers permanent supportive housing at the Shunammite Place.

Access to Health care – CAPMC does not provide health care services but assistance in obtaining Medi-Cal insurance is provided.

Employment – CAPMC offers volunteer opportunities and this often leads to employment.

Food – CAPMC assists clients in signing up for Cal-Fresh benefits and in helping clients access food supplies offered by Madera County Food Bank.

Homeless Services – CAPMC provides an array of services to support the homeless.

Transportation – CAPMC provides limited transportation for homeless individuals and families.

Community Activities/Parks – CAPMC does not build parks. This information has been forwarded to the City of Madera Parks & Recreation Department.

Financial Health – CAPMC provides Budget Development classes and Credit Repair classes for the Shunammite Place residents.

Child Care – CAPMC provides assistance in both finding quality child care, and in paying for child care with Alternative Payment Program. CAPMC's Head Start program is also offered in Madera County.

Mental Health – CAPMC supports this priority by assisting clients with connecting to mental health services offered in Madera County.

Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: Community Action Partnership of Madera County

PROJECT NAME: CDBG 2021/2022 Housing Stabilization Program

MISCELLANEOUS PROJECT COSTS:

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CIP REQUESTS ONLY:

Lead-based paint assessment/abatement
Construction/Renovation

Consultant/Professional Services Construction Management Other Expenses (Specify):

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Community Action Partnership of Madera County, Inc.**
1225 Gill Ave
Madera, CA 93637

PROJECT TITLE: Housing Stabilization Program

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($75,000) WITH HABITAT FOR HUMANITY GREATER FRESNO AREA

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with Habitat for Humanity Greater Fresno Area in the amount of $75,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and Habitat for Humanity Greater Fresno Area.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND HABITAT FOR HUMANITY GREATER FRESNO AREA

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and Habitat for Humanity Greater Fresno Area, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $75,000.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain

all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time-cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of

copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for

planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
Habitat for Humanity Greater Fresno Area
4991 E. McKinley Ave Ste. 123
Fresno, CA 93727

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

HABITAT FOR HUMANITY GREATER FRESNO AREA:

By: _____
Jerry Zuniga, Director

Date: 7/7/2021

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

CDBG 2021/2022 GRANT APPLICATION
CAPITAL PROJECTS/PUBLIC IMPROVEMENTS
COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**
Applicant Name: **Habitat for Humanity Greater Fresno Area**
Physical Address: **4991 E. McKinley Ave, Ste. 123, Fresno CA 93727**
Mailing Address: **4991 E. McKinley Ave, Ste. 123, Fresno CA 93727**
Program Name: **City of Madera Exterior Paint Grant Program**
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number: **Tax ID Number: 77-0076649**
Grant Administrator (Principal contact) First & Last Name and Title: **Jerry Zuniga, Director** Telephone Number and Email Address: **559-237-4102 X117 (office) 559-241-8335 (direct) , jerry@habitatfresno.org**
Program/Project Administrator (Manages Day-to-Day Tasks of Program) Grant Administrator (Principal contact) First & Last Name and Title: **Jerry Zuniga, Director** Telephone Number and Email Address: **559-237-4102 X117 (office) 559-241-8335 (direct) , jerry@habitatfresno.org**
Amount Requested: $ __**409,100**_____

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format)	☑ Grant Application Coversheet
	☑ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☑ Program/Project Timeline
	☑ Budget Table
	☑ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☑ Marketing/Outreach Plan
	☑ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☑ References

Submittal Option

1. Email to:
   aestrada@madera.gov
   CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS
PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents.
  Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

A. GENERAL INFORMATION

1. Name of Department/Organization: **Habitat for Humanity Greater Fresno Area**

   Address: **4991East McKinley Drive, Suite 123, Fresno CA 93727**

2.
Contact Person: Jerry Zuniga Phone: **559-237-4102 X117 | 559-241-8335 (direct)**

Concurrence: Ashley Hedeman

Signature/Authorizing Official (Grant Administrator/Department Head)

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):

Offered citywide, for all owner-occupied, income-eligible (based upon HUD eligibility guidelines) homes, Habitat for Humanity Greater Fresno Area (HFHGFA) requests funding to launch a City of Madera Exterior Paint program. To compliment critical repair and accessibility assistance programs, the paint program is aimed to visually transform housing stock while renewing the first layer of protection against the elements.

Exterior paint program to eligible households to include:

a) Exterior Paint only, and limited to main home structures,
b) Minor exterior repairs to be performed to properly paint home,
c) Lead-safe practices and controls must be met in accordance with EPA standards,
d) Paint activities achieved through internal Habitat staff, local eligible painting contractors, and volunteers to address timely spenddown of award and also involve community involvement,
e) Available to all single-family residences and mobile homes,
f) Additional outreach focus on Racially or Ethically Concentrated Areas of Poverty (R/ECAP) which has been identified as City of Madera Census Tracts “8” and “6.04”

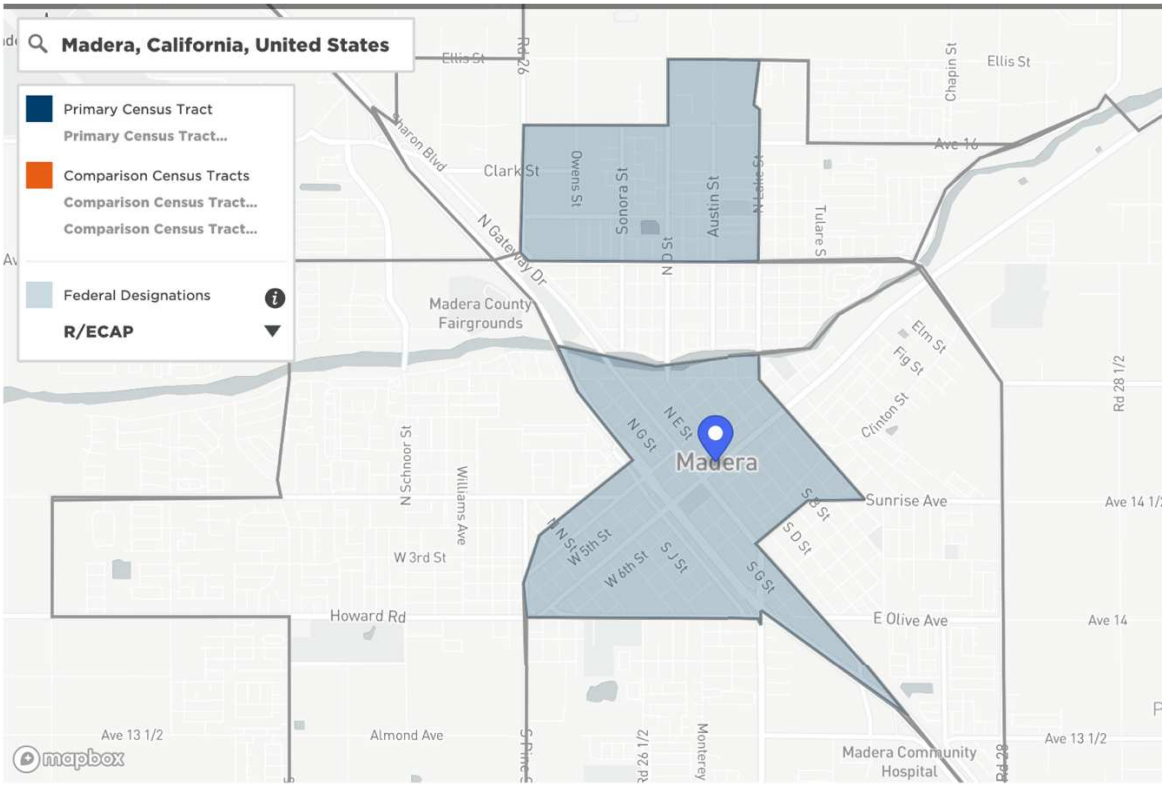


Figure 1City of Madera R/ECAP Map

2. Need (Explain why project is needed.):

In our second year of supporting housing rehabilitation to City of Madera residents, we recognize that the current state of housing stock will continue to need substantial repair investment to safeguard the health and safety of City of Madera residents. With the rising costs of materials, and continued aging of homes, these services only continue to increase in importance and impact. However, to revitalize neighborhoods, we believe that an Exterior Paint Program will bring the awareness and community support to compliment these services. A home's exterior condition is the most visible sign of disinvestment, and a key component of neighborhood improvement.

3. Estimated cost of project and source of estimate (if available): $ 409,100 Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

HFHGFA requests $409,100 funding to support exterior paint program activities, allowing us to provide testing, minor exterior repairs, lead remediation and exterior paint for over 28 homes. HFHGFA currently operates an exterior paint program in Fresno County, and has served over 75 clients to date. Having an existing program, allows us to leverage existing investment of equipment, and our network of painting contractors to allow us to operate the program year-round. Additionally, we can leverage an

extensive volunteer network that allows us to engage community members in the improvement of Madera neighborhoods.

4. Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)

If funded, we have over 20 Madera residents that we have tracked as being interested in these services. Once we are authorized to proceed, we will be able to provide quick spenddown of these funds.

5. **What measurable goals will your program deliver?**

The measurement of funding will be in the form of how many homes we have painted. Additionally, we will also track impact by the homes we have remediated for lead contaminants and have properly encapsulated the lead risk. A report of these accomplishments will be provided to City of Madera Housing staff upon completion.

6. **What are the project's expected outcomes? How are the outcomes assessed?**

While the visual impact of this program will be shared by all residents that can observe these improvements in their neighborhoods, we have observed the impact that these transformations can have on the re-investment that begins to take place after we paint homes. Many times, these efforts spark a chain of home improvement activities by other homeowners in the neighborhoods we serve. Additionally, due to inability to afford these home projects or physical ability to perform on their own, this program transforms the homeowners' mental health through restoring pride of ownership. Many older adult homeowners express that the embarrassment of going outside due to the exterior condition is replaced by reconnecting with neighbors and improved social connection.

7. **What HUD National Objective does your program meet?**

HUD Objective - "Benefit low- and moderate-income individuals"

8. **How does your proposal support the Vision Plan Madera 2025 Action Plan?**

A key vision statement of the Madera 2025 Action Plan of "Safe, healthy environments" is the foundation of this program. While exterior paint provides immediate impact of visual improvement, it is the first layer of defense for external elements. By providing this service, we are ensuring that the home's exterior "envelope" is sealed, and the residents remain in a healthy environment.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

   a. **How old is the affected structure?** – The Exterior Paint Grant Program is available to all owner-occupied income-qualified households in City of Madera. The age of the structure, while tracked, is not a determining factor.

   b. **Will this project affect an historically significant (or potentially historic) structure?** Exterior features of the home are not changed as a result of the program. However, review of all projects performed by Habitat prior to commencing activities will be honored, if requested.

2. Archeological:

   a. **Will this project involve any ground disturbance?** Due to possibility of lead contaminants, a lead report will be performed for all pre-1978 homes. If lead is identified, proper controls will be performed, and a lead clearance will be provided. Should many years of flaking/chipping paint make it into the soil surrounding the home, minimal topsoil may need to be replaced to ensure that acceptable lead levels exist. This is very rare and lead risk assessment is performed prior to approving a home for exterior paint to avoid these types of controls.

   b. **If so, how deep will excavation be and what is the volume of earth to be moved?** N/A

3. Water:

   a. **Does this project involve a sewer or water system?** No

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.
   a. **Number of persons served annually:** 30+

   b. Service Area:

      Number of City residents served annually: 30+

      Number of persons with disabilities or seniors served: The program would be available to all eligible applicants, but we perform targeted outreach to underserved neighborhoods. What we find, is that a majority of applicants that own a home, and qualify within income eligibility guidelines, tend to be older adult homeowners.

2. **How will the proposed project prevent or eliminate slums or blight?** The program will provide immediate transformation of neighborhoods through the painting of the exteriors. Additionally, HFHGFA provides exterior landscaping and debris removal as a part of our exterior painting activities. These efforts have already been in place since our service area expansion to Madera County in 2018, and is performed at no cost to residents or City of Madera. To date, we have impacted over 36 homes, the Rotary Park cleanup, and countless community residents impacted through these free neighborhood revitalization and blight removal projects conducted by HFHGFA.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. **What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.** Our evidence of citizen support is based on community input results conducted by City of Madera. Housing Improvement has been categorized as a top Capital Projects/Public Improvements need, and in our experience a reinforcement of our observations of our intake and outreach activities.

2. **Note complaints that have been received, etc.** No formal complaints have been received by HFHGFA staff or contractors.

3. **Evidence of collaboration with other agencies within the community.** HFHGFA's commitment to improving the access and availability of affordable housing in city of Madera requires that we maintain strong community involvement and partnership with

many partner agencies. From a staff role as an advisory council on the Fresno-Madera Agency on Aging to partnering with Madera Public Health Department to reach Madera's senior population to securing and providing home deliveries of essential cleaning and food supplies during the pandemic, our work in the community relies on our collaboration with community partners.

Additionally, we are actively engaged in the construction of five affordable homes on the corners of Washington and Malone Avenues. This $1M+ project has brought groups from the public and private sectors together for common good. From the City staff, Council and Mayor, to the County office, to private health agencies like CalViva Health, to private banking institutions like SunCrest bank, to other CBO's and residents within the community, Habitat believes fundamentally that it 'takes a village' to make true impact.

To complement these efforts, and to uplift entire neighborhoods where we build, we offer that the exterior paint program is an important tool for long-term Neighborhood Revitalization efforts.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or more designated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

F. REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

o Was your experience working with this agency successful? o Have you seen at least one very successful project developed by this organization/agency? o Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Heidi Crabtree	Housing Program Coordinator	City of Clovis	559-324-2094	heidicr@ci.clovis.ca.us
Corrina Nunez	Project Manger	City of Fresno	559-621-8506	Corrina.Nunez@fresno.gov
Yvette Quiroga	Housing Program Manager	County of Fresno	559-600-4292	yquiroga@co.fresno.ca.us

FY 2021-22 CDBG PROJECT

AGENCY: Habitat for Humanity Greater Fresno Area
PROJECT NAME: City of Madera Exterior Paint Grant Program

Administrative Personnel:		
Compliance Director	$	10,000.00
NR Coordinator - Family Services/Outreach	$	10,000.00
NR Assistant - Intake	$	14,000.00
Other Direct Costs (Include only costs that are direct; indirect costs are covered under the Indirect Cost Rate)		
Direct Service Staff - Inspections	$	16,000.00
Direct Service Staff - Construction Project Management	$	25,000.00
Materials & Contractor Services & Direct Service Trades Staff	$	300,000.00
TOTAL OTHER DIRECT COSTS	**$**	**341,000.00**
OTHER COSTS*		
Indirect - De minimus 10 % Rate	$	34,100.00
TOTAL INDIRECT COST BUDGET	**$**	**34,100.00**
TOTAL PROJECT BUDGET	**$**	**409,100.00**

*Per 2 CFR 200.414, any non-federal entity that does not have a current negotiated rate may elect to charge a de minimis rate of 10% of Modified Total Direct Costs (defined in 2 CFR 200.68).

TOTAL CDBG PROJECT BUDGET: $409,100

Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: Habitat for Humanity Greater Fresno Area
PROJECT NAME: City of Madera Exterior Paint Grant Program

Administrative Personnel:		
Compliance Director	$	10,000.00
NR Coordinator - Family Services/Outreach	$	10,000.00
NR Assistant - Intake	$	14,000.00
Other Direct Costs (Include only costs that are direct; indirect costs are covered under the Indirect Cost Rate)		
Direct Service Staff - Inspections	$	16,000.00
Direct Service Staff - Construction Project Management	$	25,000.00
Materials & Contractor Services & Direct Service Trades Staff	$	300,000.00
TOTAL OTHER DIRECT COSTS	**$**	**341,000.00**
OTHER COSTS*		
Indirect - De minimus 10 % Rate	$	34,100.00
TOTAL INDIRECT COST BUDGET	**$**	**34,100.00**
TOTAL PROJECT BUDGET	**$**	**409,100.00**

*Per 2 CFR 200.414, any non-federal entity that does not have a current negotiated rate may elect to charge a de minimis rate of 10% of Modified Total Direct Costs (defined in 2 CFR 200.68).

TOTAL CDBG PROJECT BUDGET: $409,100

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **Habitat for Humanity Greater Fresno Area**
4991 E McKinley Ave #123
Fresno, CA 93727

PROJECT TITLE: City of Madera Exterior Paint Program

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Attachment 13

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($500,000) WITH THE CITY OF MADERA, PUBLIC WORKS DEPARTMENT

WHEREAS, the City Council has considered approval of the 2021/22 Community Development Block Grant Subrecipient Agreement with the City of Madera, Public Works Department in the amount of $500,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

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 approves the Agreement between the City and the City of Madera, Public Works Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2021/22 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

*****

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND THE CITY OF MADERA, PUBLIC WORKS DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 22, 2021, by and between the City of Madera ("City") and the City of Madera Public Works Department, hereafter referred to as "SUBRECIPIENT."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each month. Allowable expenditures under this Agreement are specifically established, attached, and incorporated by reference as Exhibit "B".

The total obligation of the City under this Agreement shall not exceed $500,000.00 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as Exhibit "D".

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain

all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time-cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "C" attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of

copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each monthly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "D".

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for

planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in Exhibit E, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. Fourth St.
Madera CA 93637

To the Subrecipient:
City of Madera, Public Works Department
205 W. Fourth St.
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

CITY OF MADERA, PUBLIC WORKS DEPARTMENT:

By: _____
Daniel Foss, Interim Public Works Director

Date: 7-6-21

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Exhibit A

CDBG 2021/2022 GRANT APPLICATION
CAPITAL PROJECTS/PUBLIC IMPROVEMENTS
COVER SHEET

Application due date: On or before **May 28, 2021 by 5:00 PM** City of Madera CDBG Contact: Alex Estrada (559-661-3690)

(For office use only) **DATE & TIME SUBMITTED:**	
Applicant Name:	City of Madera Public Works Department
Physical Address:	1030 S. Gateway Dr., Madera, CA 93637
Mailing Address:	1030 S. Gateway Dr., Madera, CA 93637
Program Name:	Public Works Department
If you have Non-profit Internal Revenue Code Section 501(c)(3) status, enter your organization's Federal Tax ID Number:	
Grant Administrator (Principal contact) First & Last Name and Title: Telephone Number and Email Address:	Daniel Foss Interim Public Works Director 559-661-5466 dfoss@madera.gov
Program/Project Administrator (Manages Day-to-Day Tasks of Program) First & Last Name and Title: Telephone Number and Email Address:	
Amount Requested: $	500,000.

CDBG APPLICATION SUBMITTAL CHECKLIST

(To Be Submitted with Application)

For All CDBG Applicants (Include all of the following in your application)

1 original completed application ☐ Font: 12 point ☐ Paper: 8 1/2 x 11 ☐ Single-sided, no double-sided pages, single-spaced and numbered consecutively ☐ One-inch top, bottom, left and right margins ☐ Emailed applications should be submitted as a PDF document (not in Microsoft Word format)	☐ Grant Application Coversheet
	☐ Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	☐ Program/Project Timeline
	☐ Budget Table
	☐ Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead)
	☐ Marketing/Outreach Plan
	☐ Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	☐ References

Submittal Option

1. Email to:
   dfoss@madera.gov

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2021/2022 CAPITAL PROJECT/PUBLIC IMPROVEMENTS PROPOSAL APPLICATION

Community Development Block Grant (CDBG) is administered by the U.S. Department of Housing and Urban Development (HUD). HUD distributes annual CDBG allocations to entitlement communities such as City of Madera. For fiscal year 2021/2022 the City of Madera's CDBG allocation is $935,259. This amount allows up to $187,052 for Administration proposals (20%), $140,289 for Public Services (15%) proposals to low- and moderate-income households (according to household size by total gross annual income) and approximately $607,918 for Capital Projects/Public Improvements.

Each year, an Annual Action plan is developed by the City of Madera. An Action Plan is an assessment of the community needs that are most pressing in the community. It is data and community-based driven, includes extensive input from different groups in as well as individuals, and ultimately provides guidance for City of Madera staff on how to utilize these funds to respond to the identified needs in the community. The 2021-2022 Action Plan was developed as follows:

Needs Identification Methods 2021/2022

The Priority Needs were developed after the data was collected using four complementary methods:

- Secondary Data Analysis
- Interviews
- Group Video Discussions
- Community-wide Quantitative Survey

The community needs that were identified by participants and survey respondents were prioritized based, in part, on approaches supported by The Office of Community Planning and Development of the U.S. Department of Housing and Urban Development (HUD), the Centers for Disease Control and Prevention, the National Community Development Association and others.

Needs Prioritization and Funding Criteria

The prioritization process suggests that on an annual basis, funded projects will:

- Address at least one of the identified Top Need Areas;
- Address one or more of the Target Services; and/or
- Continue services recognized by the community as essential.

Applications for Funding

Applications for funding through the City of Madera CDBG program shall adhere to CDBG funding criteria. The City of Madera's internal departments and not-for-profit agencies will adhere to the following criteria.

- ✓ All (100%) of the funds received from the City of Madera must serve Madera residents. Funding will be denied if it is found that this requirement is not met.
- ✓ Address at least one of the identified Top Needs Areas. (See Attachment A)

Applicant must respond to all the following sections. Refer to the Scoring Rubric for point allocation per section:

A. GENERAL INFORMATION

1. Name of Department/Organization: **City of Madera, Public Works Department**

Address: **500,000.00**

Contact Person: **Daniel Foss** Phone: **559-661-5466**

Concurrence:

Signature/Authorizing Official (Grant Administrator/Department Head)

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, include diagram of the area within this section or you can attach, but any referenced attachment will be counted within the 6-pg. limit):

The proposed project involves the maintenance of existing pedestrian facilities including sidewalks, access curb ramps and drive approaches. The project includes various location in the City on Madera within CDBG eligible Census Tracts. The project includes necessary emergency and minor installation of sidewalk up to 100 yards annually.

2. Need (Explain why project is needed.):

Various locations throughout the City of Madera do not have adequate paths of travel for pedestrians traveling to schools, parks, churches, commercial areas, etc. Through a recent quantitive survey and focused discussion groups conducted throughout the community, with the intent to determine what type of public improvements are the most important to the community, it was determined that one of the priorities for the community is improved maintenance and accessibility of existing sidewalks. The inadequate quality of existing sidewalks and ramps in various locations within the City of Madera represents a potentially safe path of travel for students and residents that walk to school and commercial areas. This project will begin to improve the condition of existing sidewalks along direct routes to school while also providing ADA compliant corner ramps and adjust existing approaches as required.

3. Estimated cost of project and source of estimate (if available): $ **500,000.00**
Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

CDBG Fund: $500,000.00

4 Timetable (assuming a start date of July 1, 2021). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment you desire, or refer to an attachment to be counted as part of the 6-pg. limit)

Upon award of the CDBG funds, the City will begin the design phase and move on to construction. Please see attached project schedule.

5. What measurable goals will your program deliver?

This project will help in furthering our goal of creating safe and complete paths of travel for pedestrians. This goal is also included in a City document entitled the Vision 2025 Plan.

6. What are the project's expected outcomes? How are the outcomes assessed?

The outcomes include increasing the availability of accessible paths of travel by repairing sidewalks that have become inaccessible due to sections uplifted by tree roots causing tripping hazards, non- ADA compliant running slopes, cracks, holes, etc. Repairing sidewalks with these unsafe and inaccessible conditions will reduce the potential for pedestrian injuries to occur and provide paths of travel to those with accessibility.

7. What HUD National Objective does your program meet?

The pedestrian improvements meet the following national objectives:

1. **The project is in low and moderate income areas.**
2. **The project would positively address blight in the areas by repairing Sidewalk where lifted sidewalk sections, cracks, and holes are present.**
3. **The project has a direct need to improve quality and accessibility of existing sidewalks for pedestrians. Pedestrian safety is a priority not just locally but also on a state and national level. The lack of quality and accessibility in existing sidewalks puts pedestrians in unsafe situations where they can trip and injure themselves or it may cause those with accessibility needs to avoid using the sidewalk altogether.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

The project not only includes the improvements to the street; they enhance the current pedestrian facilities and improve the ADA accessibility.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure?

N/A **There are no historical sites in the project area that would be affected.**

b. Will this project affect an historically significant (or potentially historic) structure?
No.

2. Archeological:

   a. Will this project involve any ground disturbance?

      The project will cause minimal ground disturbance to repair existing concrete

   b. If so, how deep will excavation be and what is the volume of earth to be moved?

      N/A

3. Water:

   a. Does this project involve a sewer or water system?

      No, this project will be limited to activities involving the repair of existing pedestrian facilities.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

   a. Number of persons served annually:
      The project is in various locations within the CDBG qualifying census tracts. The number of persons served depends on the Census tract in which each repair is completed.

   b. Service Area:

      The number of City residents served annually depends on the Census Tract in which each repair is completed.

   c. Number of City residents served annually

      The number of City residents served annually depends on the Census Tract in which each repair is completed

   d. Number of persons with disabilities or seniors served:

      The project would provide accessible sidewalk for numerous seniors and disabled persons in the community. This project would contribute by repairing inaccessible and unsafe sidewalk to provide safe access to schools, commercial areas and local churches.

2. How will the proposed project prevent or eliminate slums or blight?

The proposed project is in a low-income area with a high minority population. The area currently has minimal pedestrian facilities on the local roads leading to the schools and commercial areas. Where sidewalks are missing, dirt and dried weeds are present. This project positively addresses the current blight by adding concrete sidewalk improvements where none previously existed.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

   Several surveys were conducted throughout the community with the intent to determine what type of public improvements and public services are the most important to the community. The surveys revealed that one of the priorities for the community is repairing sidewalks to provide a safer pedestrian environment.

2. Note complaints that have been received, etc.

   N/A

3. Evidence of collaboration with other agencies within the community.

Please see Priority Needs for the 2021/2022 Action Plan (Attachment A) and eligible CDBG Census Tracts (Attachment B) map. Public Service recipients shall be a minimum of 51% or moredesignated as low- to moderate-income. Public Service recipients may be qualified as Presumed Benefit (homeless persons, persons with disabilities and seniors.

F. REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Rosalind Cox	Director of Facilities Planning & Construction	Madera Unified School District	559-675-4548	RosalindCox@maderausd.org
Isabel Guzman	Principal	Thomas Jefferson Middle School	559-474-0271	isabelguzman@maderausd.org
Alan Gilmore	Public Health Program Manager	Madera County Public Health	559-675-7893	Alan.Gilmore@maderacounty.com

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera Public Works

PROJECT NAME: Sidewalk Repairs and Maintenance

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	
Telephone	
Other Expenses (Specify):	

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	500,000.00
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: 500,000.00

For the replacement and repairs of sidewalks at various locations within the Cityof Madera through contract services up to $500,000.00

CDBG 2021/2022 Applicant Scoring Rubric		
Criteria	**Points**	**Committee Member Ranking**
Ability to Address Community Need or Priority	20	
Ability to Address a National Objective with Measurable Outcomes and Meets a Priority Need	30	
References	10	
Ability to Locate Other Funds	5	
Schedule	10	
Work Plan and Capacity	15	
Public Input Received	10	
TOTAL POINTS	100	

Attachment A

CDBG PROJECT SCHEDULE FOR SIDEWALK REPAIRS AT VARIOUS LOCATIONS WITHIN THE CITY

ITEM OF WORK	DATE
CDBG Funds Awarded	**7/1/2021**
Begin design of Project	**7/7/2021**
Advertise for Construction	**7/14/2021**
Award the Project	**8/11/2021**
Construction Phase	**8/25/2021**
Project Close-out	**6/30/2022**

ATTACHMENT
B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9THESE ARE THE ELIGIBLE TRACTS WHERE CDBG PROGRAMS AND PROJECTS MUST OCCUR

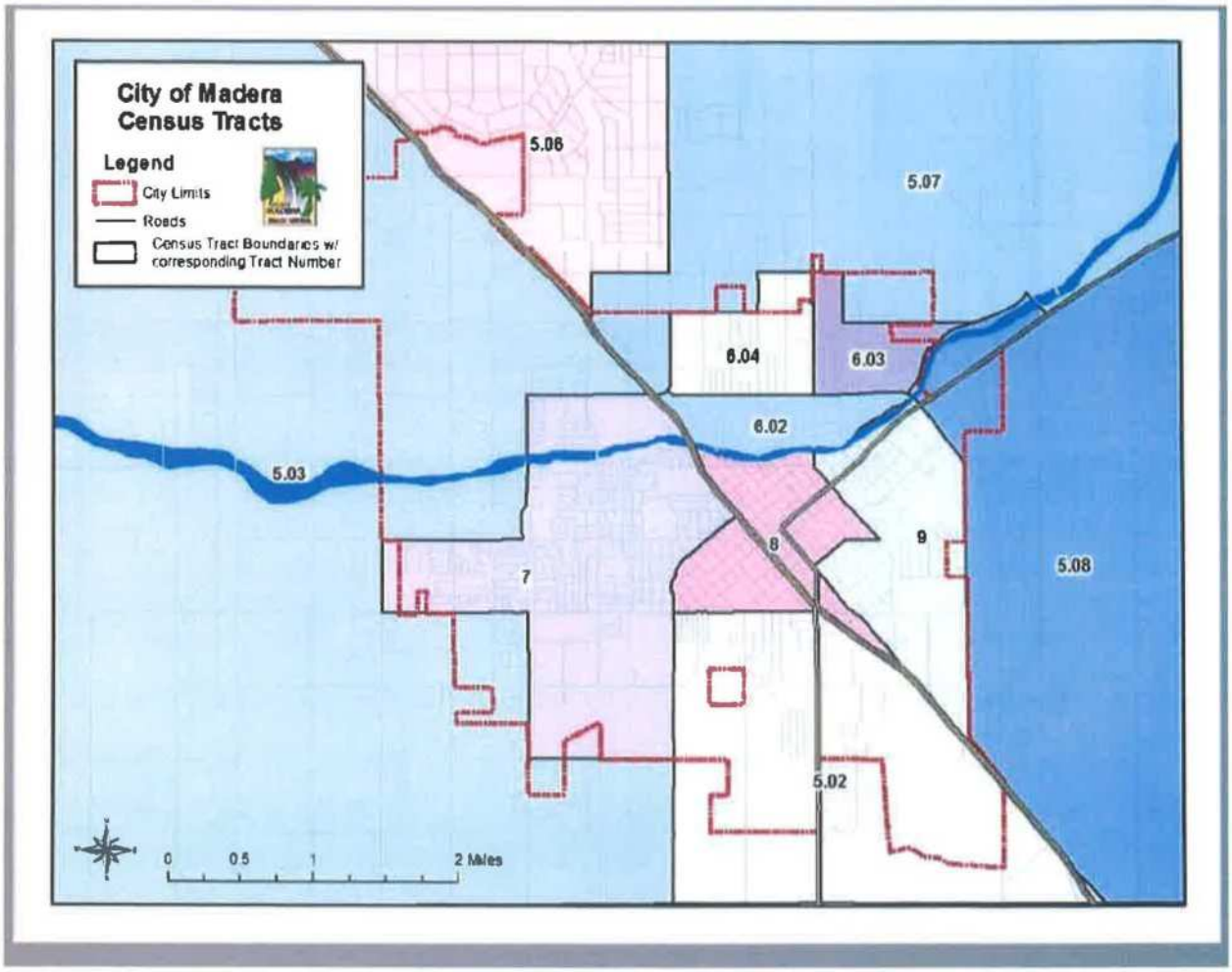


Exhibit B

FY 2021-22 CDBG PROJECT

AGENCY: City of Madera Public Works
PROJECT NAME: Sidewalk Repairs and Maintenance

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	
Supplies	
Postage	
Consultant Services	
Maintenance/Repair	
Publications/Printing	
Transportation/Travel Required for Business	
Rent (portion allocated to this program)	
Equipment Rental	
Insurance	
Utilities	
Telephone	
Other Expenses (Specify):	

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	
Construction/Renovation	500,000.00
Consultant/Professional Services	
Construction Management	
Other Expenses (Specify):	

TOTAL CDBG PROJECT BUDGET: 500,000.00

For the replacement and repairs of sidewalks at various locations within the Cityof Madera through contract services up to $500,000.00

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

NAME OF ORGANIZATION: **City of Madera, Public Works Department**
205 W. Fourth St.
Madera, CA 93637

PROJECT TITLE: City of Madera Sidewalks

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. **Total number of clients receiving service this month: _____**

2. **Number of unduplicated individuals provided service this month: _____**

3. **Number of unduplicated individuals provided services year-to-date: _____**

4. **Number of people refused services this month: _____**

   Reason(s) services were denied: _____
   _____
   _____
   _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. **Female Head of Household: _____**

6. **Income Level by Family Size:**

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$39,150	$44,750	$50,350	$55,900	$60,400	$64,850	$69,350	$73,800
Minimum Annual Income	$14,700	$16,800	$18,900	$20,950	$22,650	$24,350	$26,000	$27,700
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Alex Estrada
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street Madera,
CA 93637
Phone: (559) 661-3690
Fax: (559) 674-2972
Email: aestrada@madera.gov

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

    1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

    2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.

    1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

    2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

    3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

    4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

    5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

Exhibit E

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Attachment N

Doors of Hope grant

JP

john pursell <johnpursell@att.net>
To Alex Estrada
Cc johnkaran pursell

Reply | Reply All | Forward | ...

Fri 7/2/2021 2:25 PM

Dear Ms. Estrada,

I am asking you to increase the grant given to Doors of Hope. They work with the courts, the under privileged, and families that need help. They would greatly benefit from a larger grant than has been given them. I'm sure they are grateful for what you have given them, but they could really use a full time bi-lingual staff member. The grant they asked for was $31,005.00. This would allow them to hire this staff member to better serve our community. I am asking you to please reconsider increasing their grant to the full amount. Doors of Hope has been a great asset to Madera and Madera County.

Thank you for your time and consideration.

Sincerely,

Karan Pursell

HUD CBDG - Doors of Hope

B

bthomasson011@comcast.net
To Alex Estrada

Reply | Reply All | Forward | ...

Sat 7/10/2021 10:32 PM

Dear Mr. Estrada,

I respectfully ask you to consider increasing the HUD CBDG grant amount awarded to Doors of Hope Pregnancy Care Center (DOH).

The services provided by Doors of Hope are of tremendous value to low income families, mothers, fathers and children. When you uplift families the whole community benefits.

Thru the DOH classes, parents learn how to nurture their children thru consistency, love and appropriate discipline. The parenting skills taught can change lives.

The DOH anger management counseling has a positive effect directly on the participant's immediate family and has a ripple effect spreading out in other areas of the individual's life including their interaction with law enforcement, teachers, etc.

Doors of Hope needs additional funds to continue and expand services. They serve many Spanish speaking clients and the additional funds would cover the day-to-day expenses, allowing DOH to hire much needed bilingual employee.

Strong families build strong communities!

Please consider increasing the grant awarded for this essential organization.

Barbara Thomasson

559 232-0566

Bthomasson011@comcast.net

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: D-1

SUBJECT:

Confirm Diagram and Assessments for Citywide Landscape and Lighting Assessment District Zones of Benefit for Annual Levy for Fiscal Year 2021/2022

RECOMMENDATION:

1. Conduct the public hearing and receive any public comments.
2. If there are unresolved public comments in any zone that require changes to the Engineer's Report, address the public comments at the meeting prior to approving a resolution adopting the Engineer's Report as may be revised by Council.
3. Adopt Resolution confirming the diagram and assessments for annual levy for Fiscal Year 2021-2022 for City Wide Landscape And Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 and authorizing the City Clerk to file the diagram and assessments with the Madera County Auditor.

SUMMARY:

Government Code Sections §22620-22631, inclusive, of the Streets and Highway Code (Code), requires the city to undertake proceedings for each fiscal year during which an assessment is to be levied and collected within its existing landscape assessment district. There are 80 active zones of benefit within the Citywide Landscape and Lighting District. A Zone Location Map is included as Attachment 1.

Each year, zones are identified that are generating less assessment revenue than is required to adequately fund the needed maintenance activities. To resolve this situation, assessments should be increased in conformance with the requirements of both the Streets and Highway Code and Proposition 218, when applicable. To begin this process, Council must first approve an Engineer's Report and then adopt a Notice of Intent to levy assessments. Along with the Notice of Intent, the Council will set a date for a public hearing where affected residents may voice opposition or support for the recommended assessment changes. The proposed date for this hearing is July 21, 2021.

Where proposed increases in the assessments exceed amounts specified in previously recorded covenants, or if there were no covenants, Proposition 218 requires that an election be held where voters decide whether to approve the increase. When an election occurs, the outcome is decided entirely by the owners who properly complete and return ballots to the city; a simple majority of returned ballots dictates the outcome for or against the increase. Proposition 218 hearings are not proposed this year.

Following a public hearing of any type, the Council may order changes in any of the matters addressed in the Engineer's Report, to the extent such changes are consistent with the limits allowed for within existing covenants or the results of Proposition 218 elections if any were proposed. Council may then adopt a resolution confirming the diagram and assessment. Staff will review and modify assessments as necessary to complete conformance with the County Auditor/Controller raw data submission requirements. These modifications do not represent any quantifiable changes to assessments. The adoption of that resolution will constitute the levy of an assessment for the next fiscal year.

The Proposition 218 Hearing Process adds roughly three months to preparation of the Engineers Report. In several of the previous years, the incorporation of the new accounting system (MUNIS) and changes to staffing in Finance, Parks, and Engineering, led to the process being delayed or not attempted at all. Because it is staff's goal to present this item to Council as close to approval of the City budget as possible and adhere to County submittal date requirements, it was determined that a decision to move forward with Proposition 218s this was not feasible. The inability to submit assessments to the County can result in no assessments being collected for the upcoming fiscal year.

Staff has completed the Engineers Report and determined assessments for FY 2021/22. Assessments have been increased where needed and allowed by covenant, but zones without appropriate covenants will not be subject to a Proposition 218 Hearing and will not experience an increase in their assessments this year. The need for increased assessments through a Proposition 218 Hearing will be clarified in advance of next year's report. If increases are necessary, they will be averaged into the following five-year period.

DISCUSSION:

On July 1, 2015, Parks staff began maintenance of the 80 landscape maintenance district zones that have been created within the city. Prior to July 1, 2015, these zones had previously been maintained by a private company under contract with the City. This decision was made primarily to raise the quality of maintenance. It was also anticipated that this decision, together with additional direction provided by the Council (See Attachment 2), would result in less fluctuation in the cost of maintenance from year to year and a corresponding reduction in Proposition 218 elections. The assessments presented in this year's Engineer's Report reflect staff's recommendation based on Council's prior direction and several controlling factors that include:

- The continuing residual effects of using a private landscape contractor prior to staff assuming those responsibilities, and
- Staff's experience in maintaining and managing the zones within the Landscape Maintenance District (LMD), and
- Staff's approach to maintenance and management.

RESIDUAL EFFECTS OF USING A PRIVATE LANDSCAPE CONTRACTOR

When staff took over maintenance of the landscape district zones in 2015, each zone either had full, partial or no funding. Funding being the primary controlling factor, staff was obligated to provide the highest level of service possible under the funding scenario for each zone. Even with the restrictions placed upon many of the zones, City staff rarely receives complaints relative to landscaping wherein they were common while using a private contractor.

STAFF EXPERIENCE

To date, full funding necessary to maintain landscaping at the proper level has not been achieved in all zones. Until full funding is achieved, Parks Department staff continues to attempt to provide a level of service that matches the funding that parcel owners have approved. This includes all zones, even those where funding may have been at artificially low levels because of previously failed Proposition 218 elections. Therefore, a full understanding of some of these zones may not become apparent until reasonable funding is established.

MOVING FORWARD

Staff is continually mindful that residents are critical of the costs to maintaining landscaping. As such, a request for additional revenue through a Proposition 218 election to cover increased costs is not a guarantee. This has shown to be true due to numerous rejected Proposition 218 Votes in the recent past. In fact, history suggests that voters in many zones will reject proposed increases, regardless of how small or large the increase may be or how important it is to how the landscaping looks. As such, there must always be a plan for accommodating the occasional bumps in the road as expenses increase but revenue does not while still maintaining quality to the degree possible.

This Engineer's Report and the Park's Department approach incorporates the expectation that assessments should provide value in the way landscape areas look and are perceived. This is true even where sufficient funding is not available to provide service at recommended levels. Given this expectation, a series of questions might logically be asked:

- **What is the Plan?**
  Flexibility and a five-year accounting plan. Staff utilizes a five-year plan to understand where costs and funding are heading. The five-year plan does not and will never remove the need for Proposition 218 elections. But it does aid in anticipating them, smoothing the magnitude or degree of assessment increases and the total number occurring across all zones.

- **How is maintenance affected when there are insufficient funds?**
  When a funding bump in the road is evident, Parks maintenance crews may adjust (lower costs) through several ways. This typically begins with measures that are least obvious to residents and expand those measures, as necessary. The first actions might be to reduce or eliminate tree trimming, reduce water and mowing or trimming in a complimentary fashion, etc. This has been referred to in a past report as demand responsive maintenance.

- **Does the plan change based on existing funding?**
  The overarching goal is to always work within available funding. There is always a point at which a certain percentage reduction in funding exhibits itself in a way that cannot be ignored and will eventually lead to a Proposition 218 election. But staff will always try to avoid that scenario if possible.

- **Can major increases to assessments be completely avoided?**
  Unlikely. The Code, as staff knows it, has the city boxed into a situation where over or undershooting expenses relative to funding can trigger requirements to reduce assessments. When this occurs, there is no simple tool to bring them back up when needed without a Proposition 218 election. Overcoming this shortfall can cause a slingshot effect that requires other steps to avoid it starting all over again. This is addressed in a little greater detail based on the factors and previous Council direction described in Attachment 2. When staff identifies methodologies that may be beneficial to management of this program, they will coordinate with the City Attorney to determine if they conform with Code.

Staff continues to calibrate service where possible based on available funding. While dropped for the last several years, Proposition 218 elections are anticipated to begin again in upcoming years given the consequences of the two available options:

A. Perpetual reductions in service and quality, or
B. Contributions by the General Fund.

Also, noteworthy, the LMD program has been expanding rapidly in the last several years because of significant growth within the city. This expansion is placing a greater maintenance burden on a workforce that has remained fixed in personnel and equipment.

SPECIFIC FACTORS AFFECTING THE ASSESSMENT CALCULATION

There are also several specific factors that are reflected in the proposed FY 2021/22 Engineer's Report. Examples of these factors include estimated operating and administrative expenses in each zone of benefit, along with recommended reserve amounts for cash flow and allowances for semi-regular expenses like tree trimming. Each of these factors play a part in the proposed assessment. In prior years, Council has provided direction on how these factors should be addressed. A summary discussion of the various factors is included as Attachment 2 to this report.

LMD ZONES FORMED PRIOR TO 2002

LMD zones are frequently categorized into two groups, those that were formed before August of 2002, and those that that were formed later.

While "newer" zones of benefit include provisions for regular assessment escalation, landscape zones formed generally before August of 2002 do not have any built-in allowance for escalation or adjustment. In these older zones, the original assessment established at formation continued to be applied year after year. Many of these zones included assessments that were well below the actual expenses required to maintain the zones. In 2012, the City Attorney's office determined that assessments could be adjusted to reflect current costs if a Proposition 218 protest hearing were conducted. In each of the years following this finding, most zones subject to Proposition 218 hearings rejected increases. This led Council to direct that maintenance within those zones that rejected increases be reduced to match revenue.

ASSESSMENT CALCULATION SUMMARY

Attachment 3 illustrates the existing and proposed assessments based on the guiding principles as well as the previous high assessment for the individual zones. The following points help to summarize the assessment calculation results:

- Proposition 218 Protest Hearings – None are proposed this fiscal year.
- Of the 80 zones, 35 zones will increase, each in accordance with the covenant in place with that zone.
- The average assessment in 53 zones is less than $80 per year.
- The average assessment in 13 zones is between $80 and $100.
- The average assessment in 8 zones is between $100 and $150.
- The average assessment in 3 zones is between $150 and $200.
- The average assessment in 1 zone is between $200 and $300.
- The average assessment in 2 zone is more than $300.

ACCOUNTING OF THE ZONES

Based on the proposed assessments, revenue is projected to be approximately $415,263 for FY2021/22 while the estimated cost of maintenance is $509,004 resulting in a difference of $93,740 when totaling all zones. When considering only those zones where expenses exceed revenue, the difference is closer $100,908. While this value is important in recognizing that revenue is currently out of sync with expenses, it does not provide an accurate global picture of finances within the program. Some zones are relying upon fund balances built up over one or more years while others are currently falling further behind and will continue to do so until they have had a successful Proposition 218 hearing that allows funding to catch up with expenses.

Based on the discussions above, it is evident that the General Fund must compensate for imbalances in the zones when expenses exceed revenue or reduce expenses. This process occurs on a zone-by-zone basis. As such, when accounting for individual zones where a deficit is anticipated, the General Fund will cover approximately $93,740 in expenses as alluded to above. Over time, this value can be reduced through the following efforts:

- Parks continues to adjust effort expended to match revenue as best as possible.
- Proposition 218 hearings recommence next year in an attempt in securing approval from property owners to increase funding to a point that matches expenses for their respective zones.
- Continue to apply full cost of living adjustments to those zones that have covenants allowing the practice. This is a slow process but can be affective over time.

FINDINGS SINCE 07/07/21 COUNCIL MEETING:

Staff was alerted to discrepancies in zones 41 & 43A. This triggered an examination of the figures that go into the annual assessment process. After working with finance and examining the information available, we have determined the following in each zone:

- Zone 41 – Several years ago, balances provided by Finance from the accounting software apparently were incorrect. This occurred over several annual reports. When these figures were incorporated into the assessment calculations for zone 41, it showed amounts that did not reflect what was available for maintenance of this zone. This has been identified and remedied. Staff will apply as minimal of an increase to the assessment as possible to keep the zone trending in a positive direction.

  Given this situation, staff has adjusted the normal methodology of how assessments are adjusted by apply a moderate increase this year and a smaller increase over the next several years. This methodology runs counter to the way assessments are done in all other zones but given the magnitude of the previously proposed assessment and the above-mentioned issues, staff feels this special methodology is warranted to get the zone moving in an upward trajectory in the most minimal way possible.

- Zone 43A – A planned transfer of funds from a prior fiscal year from an account that incorrectly contained Zone 43A funds did not occur as anticipated by Engineering. Had the transfer occurred as planned, the fund balance in this zone would have increased the

amount of surplus available in this zone, thus resulting in a reduced impact on assessments. Staff is working with Finance to ensure this transfer takes place this year. The zones assessment has been adjusted accordingly based on the assumption of funds being transferred in the near future to this zone.

FISCAL IMPACT:

Per prior Council direction, administrative costs are capped at 30 percent of the value of non-administrative cost. Given administrative costs have not historically been tracked, a determination of General Fund impact cannot be readily determined. Prior to the decision to limit administrative costs, the total costs allocated from all departments exceeded 30 percent based on previous determinations of effort associated with managing the LMDs.

Any decision to reduce assessments as part of this process may result in the need for General Fund contributions to the zones affected.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The formation of Landscape and Lighting Districts while not specifically addressed in the vision or action plans would seem to fit well with:

Strategy 126 - Clean, attractive streets: Expand or develop programs to create clean, safe, and aesthetically pleasing streets.

ALTERNATIVES:

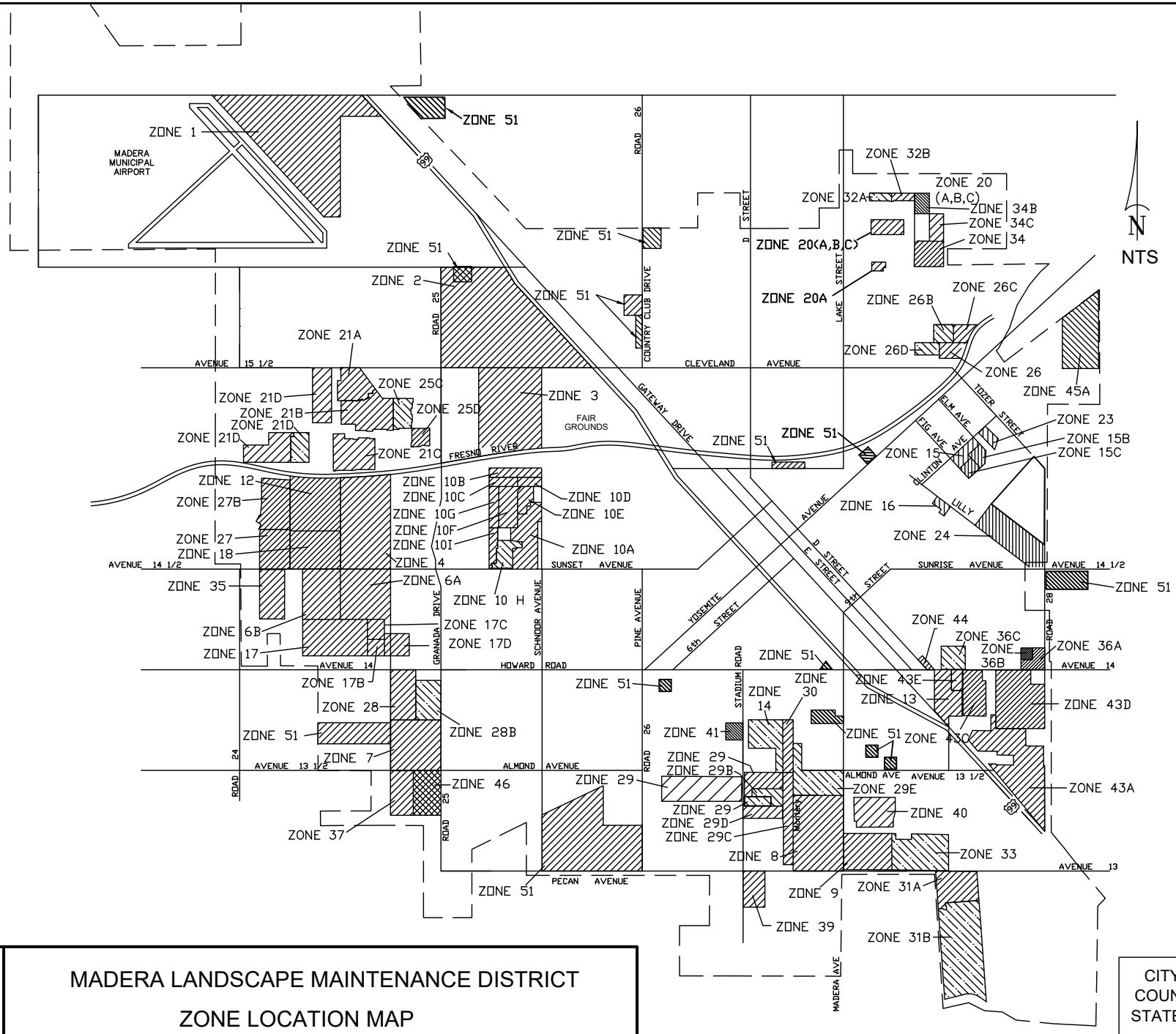
1. Adjust individual or multiple zones – Each adjustment results in changes that may be carried forward in future years in varying ways.

ATTACHMENTS:

1. Zone Location Map
2. LMD Cost Assessment Factors
3. Existing and Proposed Assessments
4. Resolution

ATTACHMENT 1

Zone Location Map



MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. JUNE 2020

ATTACHMENT 2

LMD Cost Assessment Factors

LMD COST ASSESSMENT FACTORS

- **Use of Fund Balance** - Beginning in Fiscal Year (FY) 2012/2013, an analysis of available fund balances in many zones indicated that assessments could be temporarily reduced or eliminated in those zones while the fund balances were brought down to appropriate levels which better approximated actual expenses. In a limited number of cases, these reductions still need to continue.

- **Tree Trimming** - As funding is available, trees in a zone are trimmed as needed. For those zones that do not approve increases to assessments when asked to vote for increase as part of a Proposition 218 hearing, tree trimming represents the first maintenance item to be removed; the assumption being trees represented less of a visual impact than un-mowed grass or un-trimmed bushes.

- **Unsuccessful Assessment Increase** - Where Proposition 218 hearings fail to increase assessments, Parks attempts to reduce the level of maintenance to a point commensurate with available funding.

- **Reserve for Cash Flow** - This reserve may be held in accordance with Section 22569 of the Streets and Highways Code. The maximum amount (accrual) and defined target for the zones is equivalent to the estimated costs of maintaining the zones between July 1 and December 10. The maximum amount would be accrued over the course of as much as 5 years with the goal of reducing the magnitude of assessment increases when they do occur. Prior to this reserve going below zero in any given year for those zones that do not have an escalation/cost of living (COLA) clause, a Proposition 218 Hearing would be required to increase assessments. Staff's approach to this continues. It is based on reviews of the Streets and Highways Code. This approach allows for deficits or surplus reserves to be carried forward for more than one year if it is part of a defined and documented expenditure plan. As such, staff seeks to achieve the maximum accrual of fund balance at 5 years as part of a concerted effort to smooth out assessment swings from low to high or vice versa. If a reserve is larger than the maximum accrual, it is allowed to reduce from a larger amount to the goal over 5 years rather than applying a large reduction in assessment. For each scenario, incremental adjustments can be applied from year to year while always looking out 5 years.

- **Administrative Costs** - Administrative costs are capped at 30% of the value of non-administrative cost.

- **Cost of Living Adjustment (COLA)** - Certain zones include covenants providing for annual cost of living increases based on the change in the Engineering News Record-Construction Cost Index (CCI) for the time frame between July 1, 2020, and July 1, 2021.

- **COVID-19 CCI Fluctuations** - As a result of the COVID-19 pandemic, the annual CCI rate is significantly higher than previous years. Staff expects the CCI to fluctuate as COVID related restrictions across the state are eased and/or lifted. As of the final engineers report it has increased a further 0.18%

ATTACHMENT 3

Existing and Proposed Assessments

Current and Proposed Assessments

ZONE	Current Average Assessment by Parcel	Proposed Assessment by Parcel	Year in Which Zone Balance Would Require prop 218
ZONE 1	$134.44	$134.44	
ZONE 2	$96.33	$96.33	
ZONE 3	$44.81	$44.81	Next Year
ZONE 4	$68.88	$68.88	
ZONE 6A	$160.02	$126.42	
ZONE 6B	$59.28	$59.28	Next Year
ZONE 7	$24.80	$24.80	This Year
ZONE 8	$22.83	$22.83	
ZONE 9	$33.10	$33.10	This Year
ZONE 10A	$26.74	$26.74	This Year
ZONE 10B	$19.05	$17.53	
ZONE 10C	$24.68	$24.68	
ZONE 10D	$19.82	$19.82	This Year
ZONE 10E	$28.95	$31.83	
ZONE 10F	$17.22	$17.22	
ZONE 10G	$28.50	$31.34	This Year
ZONE 10H	$28.94	$31.82	This Year
ZONE 10I	$30.64	$33.09	
ZONE 12	$329.40	$329.40	
ZONE 13	$87.54	$87.54	This Year
ZONE 14	$25.66	$25.66	Next Year
ZONE 15	$189.22	$189.22	
ZONE 15B	$28.00	$28.00	This Year
ZONE 15C	$58.68	$64.53	This Year
ZONE 16	$181.66	$181.66	
ZONE 17A	$61.72	$67.88	This Year
ZONE 17B	$84.36	$72.55	
ZONE 17C	$86.84	$86.84	Next Year
ZONE 17D	$40.66	$44.72	This Year
ZONE 18	$68.90	$68.90	
ZONE 20A	$42.61	$33.24	

ZONE 20B	$0.00	$0.00	This Year
ZONE 20C	$68.96	$75.83	
ZONE 21A	$0.00	$0.00	This Year
ZONE 21B	$41.23	$41.23	
ZONE 21C	$31.56	$31.56	
ZONE 21D	$1.94	$1.94	
ZONE 23	$35.78	$35.78	This Year
ZONE 24	$203.70	$203.70	
ZONE 25C	$40.56	$44.60	This Year
ZONE 25D	$55.90	$49.75	
ZONE 26	$17.74	$19.51	This Year
ZONE 26B	$29.48	$32.42	This Year
ZONE 26C	$19.36	$21.29	This Year
ZONE 26D	$31.36	$34.49	This Year
ZONE 27	$32.34	$32.34	
ZONE 27B	$30.52	$45.60	This Year
ZONE 28	$36.04	$36.04	
ZONE 28B	$16.96	$16.96	
ZONE 29	$31.00	$37.20	
ZONE 29B	$39.08	$85.00	This Year
ZONE 29C	$90.14	$90.14	
ZONE 29D	$71.24	$85.00	
ZONE 29E	$72.62	$72.62	
ZONE 30	$76.18	$84.05	
ZONE 31A	$132.70	$145.93	This Year
ZONE 31B	$88.21	$88.21	
ZONE 32A	$99.02	$108.90	
ZONE 32B	$82.32	$88.49	
ZONE 33	$84.68	$87.22	
ZONE 34	$127.52	$96.91	
ZONE 34B	$0.00	$0.00	
ZONE 34C	$0.00	$0.00	
ZONE 35	$28.26	$28.26	
ZONE 36A	$42.60	$39.19	
ZONE 36B	$114.90	$126.36	This Year
ZONE 36C	$100.56	$108.11	
ZONE 37	$25.50	$27.41	

ZONE 39	$27.50	$25.58	
ZONE 40	$43.20	$47.51	
ZONE 41	$95.54	$137.58	
ZONE 43A	$128.69	$173.09	
ZONE 43C	$84.30	$84.30	
ZONE 43D	$69.50	$69.50	
ZONE 43E	$0.00	$0.00	
ZONE 44	$241.34	$328.22	This Year
ZONE 45A	$66.40	$66.40	
ZONE 46	$90.50	$90.50	
ZONE 50	$102.48	$106.89	
ZONE 51	$59.80	$44.85	

ATTACHMENT 4

Resolution

RESOLUTION NO. 21-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR THE ANNUAL LEVY FOR FISCAL YEAR 2021-2022 FOR CITYWIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City Council has heretofore, provided for the formation of a City-Wide Assessment District pursuant to the Landscape and Lighting Act of 1972 (the "Act") and provided for the inclusion of Zones into said District; and

WHEREAS, pursuant to Section 22624 of the Streets and Highways Code of the State of California (the "Landscape and Lighting Act of 1972"), the Council of the City of Madera has reviewed the report of the City Engineer relative to the levy and collection of assessments under the Landscaping and Lighting Act of 1972 for Benefit Zones 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 of the Landscape and Lighting Assessment District of the City of Madera for the Fiscal Year 2021/2022; and

WHEREAS, on July 7, 2021, pursuant to Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, the City Council adopted a resolution of intention to levy and collect the annual assessments for the above-referenced Benefit Zones; and

WHEREAS, the City Council approved the Engineer's Report on July 7, 2021; and

WHEREAS, the Cost of Living Adjustment based on data provided in the Engineering News Record's Construction Cost Index was updated to correspond to the period that runs from July 1,

2020 through July 1, 2021 and set the currents year cost of living adjustment at 9.97% (7.97% base Construction Cost Index + 2% increase)

WHEREAS, the Resolution of Intention was duly published, and notice given as required by law; and

WHEREAS, pursuant to Streets and Highway Code Section 22630, the City Council may order changes in any matters provided in the City Engineer's Report; and

WHEREAS, the recommended assessment for 2021/2022 reflects the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, the City Council held public hearing on July 21, 2021, and afforded to every interested person an opportunity to comment upon the report of the Engineer relative to the diagram or cost of the work, either orally or in writing, and the City Council has considered such comments, if any, and modifications of assessments, if any; and

WHEREAS, the City Engineer has prepared an Engineer's Report which has been filed with the office of the City Clerk for submission to the City Council, setting forth a full and detailed description of the improvements, the boundaries of the assessment district, the zones of benefit therein and the proposed assessments upon assessable lots and parcels of land within the District to which reference is hereby made for full particulars. The boundaries of the zones of benefit within the City-Wide assessment district and the improvement therein are as generally described in the Engineer's Report.

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

1. The above recitals are true and correct.
2. The Engineer's Report has been prepared and has been filed with the office of the City Clerk for submission to the City Council and has been approved by the City Council.
3. The City Council hereby confirms the diagram and annual assessments as set forth in the report of the City Engineer for Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 of the Landscape and

Lighting District of the City of Madera, as the same may be modified, and levies the assessments as set forth in said Report of the Engineer in those zones listed above for Fiscal Year 2021/2022.

4. The City Council hereby directs staff to make such minor adjustments as may be necessary for the purposes of properly submitting the assessments in an electronic format to the Madera County Auditor's Office.

5. The Landscape and Lighting District Zones which generally include but are not limited to park strip and median landscaping are in general conformity to those originally formed and no changes have been made or are proposed to the existing improvements as part of this action.

6. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessment or a certified copy thereof with the Auditor of Madera County.

7. This resolution is effective immediately upon adoption.

* * * * *

RECORDING REQUESTED BY
AND MAILED TO:

NAME: CITY OF MADERA

STREET: 205 W. 4TH STREET

CITY: MADERA, CA 93637

ATTENTION: CITY CLERK

CITY OF MADERA

ENGINEERING DEPARTMENT

COUNTY OF MADERA, STATE OF CALIFORNIA

ENGINEER'S REPORT

FOR

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT

ZONES: **1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51**

2021-2022 ASSESSMENT

Keith Brent Helmuth

City Engineer

City of Madera

_____

Date

ENGINEER'S REPORT
FOR CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: **1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51**

2021-2022 ASSESSMENT

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CERTIFICATION OF FILING AND CONFIRMATION OF ASSESSMENT
TO THE ENGINEER'S REPORT FOR
CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONES: **1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51**

2021-2022 ASSESSMENT

The Undersigned respectfully submits the enclosed reports as directed by the City Council on _____, 2021.

BY: _____
Keith Brent Helmuth, City Engineer

Certification of Filing with City.

I, Alicia Gonzales, City Clerk of the City of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were filed with me on _____, 2021.

BY: _____

Certification of Approval and Confirmation by City Council

I, Alicia Gonzales, City Clerk of the City of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were approved, and confirmed by the City Council of the City of Madera on _____, 2021.

BY: _____

Certification of Filing with Superintendent of Streets

I, Keith Brent Helmuth, City Engineer of the City of Madera, hereby certify that the foregoing assessments together with the diagrams attached thereto, were recorded in my office on _____, 2021.

BY: _____

Certification of Filing with the County Auditor

I, Catherine Nainoa, Auditor of the County of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were filed in my office _____, 2021.

BY: _____
Catherine Nainoa

LANDSCAPING ZONES BY SUBDIVISION

ZONE #	ZONE NAME
1	AIRPORT BUSINESS PARK
2	PHEASANT RUN/NORTHWEST ESTATES
3	MANSIONETTE ESTATES 1, 2, & 3
4	WESTGATE NORTHWEST 1 & 2
6A	WOODLAND HILLS/BASILA
6B	SUNSET SOUTHWEST 1, 2, 3, 4, & 5
7	TOWN & COUNTRY ESTATES
8	VINEYARD ESTATES II, III, IV &V
9	ORCHARD ESTATES & ORCHARD ESTATES No. 2
10A	VENTURI SUBDIVISION
10B	PEBBLE BEACH I & II
10C	PEBBLE BEACH III & IV
10D	PEBBLE BEACH V
10E	PEBBLE BEACH VI
10F	PEBBLE BEACH VII
10G	PEBBLE BEACH VIII
10H	PEBBLE BEACH IX
10I	PEBBLE BEACH X
12	FRENCH COVE 1 & 2
13	LAS PALMAS ESTATES I, II, III & IV
14	CAPISTRANO 1 & 2
15	CLINTON / ELM RANCHOS 1
15B	CLINTON / ELM RANCHOS 2
15C	CLINTON / ELM RANCHOS 3
16	SUGAR PINE ESTATES
17A	CAPISTRANO X, PHASES 1 & 2 & TUSCAN VILLAGE
17B	CAPISTRANO X, PHASE III
17C	CAPISTRANO X, PHASE IV
17D	CAPISTRANO XI, PHASE I
18	LINCOLN PLACE, PHASE I, II & III
20A	LA JOLLA ESTATES, PHASE 1
20B	LA JOLLA ESTATES, PHASE 2

ZONE #	ZONE NAME
20C	LA JOLLA ESTATES, PHASE 3
21A	HOME RANCH I
21B	HOME RANCH II
21C	HOME RANCH III
21D	HOME RANCH IV AND MELANIE MEADOWS I
23	ELM ESTATES II
24	VISTA DEL SIERRA (RDA)
25C	COTTONWOOD ESTATES III
25D	COTTONWOOD ESTATES IV
26	CORDOVA ESTATES PHASE I & II
26B	CORDOVA ESTATES PHASE III
26C	CORDOVA ESTATES PHASE IV
26D	OAKWOOD ESTATES
27	VINEYARD WEST I
27B	VINEYARD WEST II
28	CAPISTRANO XII & XIV
28B	CAPISTRANO XIII
29	CHATEAU AT THE VINEYARDS, PHASE I
29B	CHATEAU AT THE VINEYARDS, PHASE II
29C	CHATEAU AT THE VINEYARDS, PHASE III
29D	CHATEAU AT THE VINEYARDS, PHASE IV
29E	CHATEAU AT THE VINEYARDS EAST
30	YOSEMITE ESTATES
31A	HIGHLANDS AT RANCHO VALENCIA PHASE I
31B	HIGHLANDS AT RANCHO VALENCIA PHASE II
32A	LA JOLLA NORTH PHASE I
32B	LAN JOLLA NORTH PHASE II
33	SOUTH STAR ESTATES
34	KENNEDY ESTATES PHASE I & II
34B	KENNEDY ESTATES PHASE III
34C	KENNEDY ESTATES PHASE IV
35	SANTA BARBARA ESTATES
36A	MARIPOSA ESTATES I
36B	MARIPOSA ESTATES II
36C	OLIVE ESTATES
37	ALMOND TREE ESTATES
39	CARMEL HOMES III AND VARBELLA
40	TIERRA VISTA ESTATES

ZONE #	ZONE NAME
41	POND PLACE
43A	ORCHARD POINT ESTATES PHASE I & II & BRAWLEY
43C	EL CORONADO ESTATES
43D	ALMOND VILLAGE ESTATES
43E	TAYLOR ESTATES
44	SIERRA VISTA ESTATES PHASE III
45A	SIENNA ESTATES
46	CAPISTRANO XVII
50	SUGAR PINE VILLAGE
51	RED ROCK RETAIL CENTER, ET AL

ENGINEER'S REPORT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT
2021-2022 ASSESSMENT

ZONES: **1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51**

WHEREAS, on June, 1991 the City Council of the City of Madera by resolution provided for the creation of a Landscape Maintenance District to provide funds to the City for the maintenance of landscaping within street medians, street park strips, and easements included as a part of said District, the entire City shall be designated as one District composed of separate Landscape Maintenance Zones, and

NOW THEREFORE, I, Keith Brent Helmuth, Engineer of Work for the City of Madera, do hereby assess and apportion the total estimate of cost of the formation, servicing, and maintenance of the referenced Zones upon the several lots or parcels of land benefited, as more particularly set forth in the assessment rolls filed herewith, marked Exhibit "C" and incorporated herein by reference. The numbers on said assessment roll correspond with the assigned numbers upon the assessment diagrams filed herewith, marked Exhibit "D", and incorporated herein by reference. Said assessment is made upon the several lots or parcels of land within the Zones in proportion to the estimated benefits to be received by said lots of parcels of land for said maintenance. A description of the method used to estimate those benefits is presented below.

PLANS AND SPECIFICATIONS

Improvement Plans, Tract Map, and Conditions of Approval have been used to determine landscaped areas within each Zone. Such detailed plans have been prepared by the various project developers and are on file with the City of Madera.

ESTIMATE OF COSTS

The amounts to be assessed and a breakdown of these costs are provided in the Exhibit "C". These costs are based upon the best estimates available at the time of preparation of this report. Since this report will be a yearly document for the continuation of each maintenance Zone, any costs not spent by the City of Madera during the referenced fiscal year will be credited to assessments in future years. Conversely any costs underestimated during the referenced year will be recovered by assessments in future years.

The amount to be assessed maybe increased annually by the increase in the Engineering News Record Construction Cost Index (Los Angeles) plus two percent (2%) for those zones that include an escalation clause within the covenant that was executed upon formation of the zone. Zones that do not include an escalation clause may only be increased as the result of a Proposition 218 election.

ASSESSMENT DIAGRAM

The maps entitled "ASSESSMENT DIAGRAM" are incorporated herein, and sets forth the lots of parcels of land, and assigns each individual parcel a distinctive number for reference to the assessment roll. Each of the properties included within each referenced Zone is identified by an Assessment Parcel Number.

DATED: _____

SIGNED: _____
ENGINEER OF WORK FOR THE CITY OF MADERA

Exhibit 'A'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51

2021-2022 ASSESSMENT

ASSESSMENT SPREAD METHODOLOGY

PROPERTY RELATED BENEFIT

Property-related benefit must provide a specific, rather than general, benefit to each property being assessed in proportion to at least the amount of assessment.

The installation and maintenance of landscaping of park strips, median islands along major streets, median islands within developments/subdivisions, and certain out-lots, were requirements for obtaining favorable development entitlements which provide a specific benefit to the newly created properties, all as more particularly described on Exhibit "B".

GENERAL BENEFIT

General benefit is defined as any benefit that does not confer specific benefit via a property-related service or capital improvement. General benefits can be determined to benefit the property within the District/Zone and/or the public at large. The landscaping in median islands located in major streets results in an attractive transportation corridor for the community in conformance with the City's General Plan, and thereby providing some degree of general benefit as well as, a specific benefit to adjoining properties.

FY 2021-2022 ASSESSMENT

In accordance with the definitions of Proposition 218, the properties in each case are being assessed for their prorate share of costs to maintain the landscaping in park strips along major streets adjacent to the respective developments/subdivisions, in median islands located within the development/subdivision, in certain outlots. Costs include maintenance of trees, shrubs, sprinkler systems, fertilizer, weed control and general maintenance and repair or replacement when required. The assessment may be increased annually to the range of the assessment in the amount of the Engineering News Record Constructions Cost Index (Los Angeles, plus two percent).

In accordance with Proposition 218, the owners of land with a majority of the total cost of assessments did heretofore approve the assessments for landscape maintenance on June 4, 1997, June 3, 1998, July 16, 1999, July 19, 2000, April 4, 2001, June 6, 2001, June 5, 2002, August 21, 2002, July 16, 2003, September 1, 2004, August 3, 2005, August 16, 2006, August 15, 2007, August 20, 2008 and August 5, 2009, July 21, 2010, August 3, 2011, August 1, 2012, August 7, 2013, June 4, 2014, July 1, 2015, July 20, 2016, July 19, 2017, August 1, 2018, July 3, 2019, and July 15, 2020, or was required as a condition of approval of the subdivision.

Exhibit 'B'
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51

2021-2022 ASSESSMENT

METHOD OF ASSESSMENT BY ZONE

ZONE 1 – Airport Business Park
Landscape easements along the east and west side of Airport Drive from Aviation Drive to Avenue 17 were included as part of the Airport Business Park Improvement Plans and are also required for proposed future development within the boundaries established herein. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are 45 parcels within the Airport Business Park included in this Zone, all of them zoned for commercial use. Assessments for maintenance of the above improvements have been spread based upon parcel area of all properties within the Zone and frontage length of those properties fronting the landscaped areas along Airport Drive. The proportions will be such that 75 % of the total assessment will be spread on the basis of lot area and the remaining 25 % will be spread on the basis of frontage length along Airport Drive.

ZONE 2 – Pheasant Run/Northwest Estates
Landscaping along the north right of way of Cleveland Avenue and along the east right of way of Granada Drive was included as conditions of approval of plans for Pheasant Run Subdivision. Landscaped median islands along Schnoor Avenue between Cleveland Avenue and Avenue 16 were included as conditions of approval of plans for Northwest Estates Subdivision and proposed future development within the boundaries established herein. A portion of the future Cleveland Avenue median landscaping was also included as an assessable item within the Zone. The assessments include fifty percent of the costs for maintaining of the median island landscaping on Schnoor and Cleveland Avenues. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are 173 (Assessment Numbers 10-182) single-family residential lots within Pheasant Run Subdivision Nos. 1, 2 and 3 and 97 single-family residential lots within Northwest Estates Subdivision Nos. 1-5 & 7 (Assessment Numbers 183-220 and 237 –278 and 281- 297). Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot, for a total of 260 unit assessments for residential property.

Assessment Numbers 279 and 280, and Parcel 1 in Book 35 of Maps at Page 27 of Madera County Records (Assessment No. 232) and Parcels A through O in Book 42 of Maps at pages 107 and 108 of Madera County Records (Assessment Nos. 221 through 226 zoned professional office) and all property east of Schnoor Avenue within Zone 2 (319-328) are currently zoned commercial. The number of units assigned to each commercial lot was determined by dividing their respective areas by 0.15 acre, which is the average area of the single-family residential lots within the Pheasant Run and Northwest Estates subdivisions.

ZONE 3 – Mansionette Estates, Phases 1, 2, 3
Landscaped medians along Schnoor Avenue between Cleveland Avenue and the Fresno River and a portion of the Cleveland Avenue median landscaping were conditions of approval of proposed future development within the boundaries of Mansionette Estates 1, 2, & 3. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs for maintenance of the median island landscaping in Schnoor Avenue. The assessments include fifty percent of the cost for maintenance of the landscaping of the MID canal right of way.

Parcel 1 and 2 in Book 49 of Maps at Page 9 of Madera County Records (Assessment Numbers 7 and 8) and Parcels 1 and 2 in Book 43 of Maps at Pages 9 and 10 of Madera County Records (Assessment Number 10 and 11) and parcel 3 and 4 in Book 43 of Maps at Pages 9 and 10 of Madera County Records (Assessment number 9) were combined per document 2006017711 to form one parcel and Parcels 1, 2 and 4 in Book 38 of Maps, at Page 87 of Madera County Records (Assessment Numbers 2, 3, and 4) and Parcel 1 and 2 in Book 39 of Maps at Page 129 of Madera County Records (Assessment Numbers 5 and 6) are currently zoned commercial. Parcel A in Book 37 of Maps, at Pages 102-104 of Madera County Records (Assessment Number 1) is currently zoned multi-family residential. The number of unit assessments assigned to each commercial lot and multi-family lot was determined by dividing their respective areas by 0.17 acre, which is the average size of the single family residential lot within Mansionette Estates, Phase 1, 2, & 3.

Parcel B in Book 37 of Maps, at Pages 102-104 of Madera County Records has been subdivided into two lots. The northerly lot has been further divided into 34 single family residential lots within Mansionette Estates Phase III Subdivision in Book 42 of Maps at Pages 143 and 144 of Madera County Records (Assessment Number 106 through 139). There are 159 single-family residential lots within Mansionette Estates Subdivision Phase I and II in Book 37 of Maps at Pages 103 and 104 of Madera county Records (Assessment Numbers 12 through 105). Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot. The southerly lot (Assessment Numbers 172 and 173) cannot be developed and will not be assessed.

There are 193 unit assessments for residential property, and 11unit assessments for commercial areas.

ZONE 4 – Westgate Northwest, Phases I & II
A condition of approval of the Westgate Northwest subdivision required landscaping of the following areas.

1. A median island in North Westberry Boulevard, between Sunset Avenue and Riverview Drive;

2. A median island in Double Tree Way between Sunset Avenue and Boulder Avenue;

3. A median island in Castle Way between Double Tree Way and Countess Lane.

4. The planter strip along the east right of way of Westberry Boulevard, contiguous to the subdivision; and,

5. The planter strip along the north right of way of Sunset Avenue contiguous to the subdivision.

The proposed landscape area between Riverview Drive and the Fresno River was also added as an assessable item within the Zone. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of costs to maintain the landscaped areas.

There are 106 zero lot line, family residential lots and 57 standard, single-family residential lots within Westgate Northwest Phase I. There are 90 single family residential lots within Phase II of Westgate Northwest after numerous Lot Line Adjustments.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each zero lot line residential lot and two units of assessment per each standard residential lot, which are approximately twice the acreage of the zero lot line residential lots.

ZONE 6A – Woodlands/Basila

Landscaping of certain areas was a condition of approval for the Woodland Subdivision, the Woodlands Subdivision No. 2, and the Basila Subdivision in Madera. Landscape areas are located along Woodlands Drive, Woodlands Court, Cedar Creek Lane and Westberry Blvd, all within or adjacent to the above subdivision and streets. The median island landscaping along Westberry Blvd between Sunset Avenue and the south property line of Basila Subdivision, Phase 2 and 3 shall be included in the assessments at a rate of 50% of the costs of maintenance.

There are 108 single family residential lots within Woodland Subdivision, Woodland Subdivision No. 2, Basila Subdivision, and Basila Subdivision Phases 2 and 3. Assessment for maintenance of these improvements has been spread based upon one unit of assessment per each of the 109 residential lots.

The remaining two parcels (009-300-010-000 & 009-300-009-000) have been assessed for maintenance of these improvements and has been spread based upon one unit of assessment per each of the 109 residential lots.

ZONE 6B – Sunset Southwest, Phases 1, 2, 3, 4 & 5

Landscaping was required by conditions of approval for Sunset Southwest Subdivision, Phases I through 5 including Kimmel Avenue, the south side of Sunset Avenue, the west side of Westberry Boulevard and 50% of the median in Westberry Boulevard, all within or adjacent to the above subdivision and streets.

There are 139 residential lots within Sunset Southwest Subdivision, Phases1 through 5. Assessment for maintenance of these improvements has been spread based upon one unit of assessment per each of the 139 residential lots.

ZONE 7 – Town & Country Estates

Landscaped medians along Merlot Avenue, landscaping within the west right of way of S. Granada Drive and the north right of way of W. Almond, and maintenance of the paved emergency access easement were included as conditions of approval of the Town and Country Estates subdivision. Therefore, it is incumbent upon all property owners within these boundaries to account for their fair share of costs to maintain the landscaped areas.

There are 137 single-family residential lots within Town & Country Estates, which benefit from the landscaped frontage along Granada Drive and the landscaped median in Merlot Avenue. Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 137 residential lots.

Assessment Numbers 138, 139 and 140 are zoned for multi-family residential units. The apartment units front Almond Avenue and a portion of Granada Drive. The apartments isolate the single-family lots from any benefit of landscaping along these roads. Therefore maintenance costs associated with this landscaping will be applied only to the multi-family residential units once established. No maintenance costs are assumed for the 30-foot wide access easement through the apartment complex since it is temporary and will be replaced by a parking lot.

The number of units assigned to each multi-family residential lot, was determined by dividing their respective areas by 0.16 acre, which is the average size of the single-family residential lot within the Town and Country Estates subdivision.

ZONE 8 – Vineyard Estates Subdivision, Phases II, III, IV & V
Conditions of approval of the plans for the Vineyards Subdivision 2, 3, 4 and 5, required maintenance of the landscaped areas noted below:

1. The park strip along the north right of way of Pecan Avenue;

2. The landscape easement along the north side of Pecan Avenue;

3. The landscape easement adjacent to the storm drainage pond; and,

4. The landscape buffer within the right of way along the north and south sides of Gary Lane.

Therefore, it is incumbent upon all property owners within these boundaries to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 193 single family residential lots within the Vineyards Subdivision No. 1, 2, 3, 4 and 5.

Assessment Numbers 52, 53 and 54 are currently zoned commercial. The number of units assigned to each commercial lot was determined by dividing their respective areas by 0.14 acre, which is the average size of the single family residential lot within Vineyards, Phases II, III, IV and V.

The assessments for Assessment Numbers 1-51 and 55-196 may increase if future development requires landscaping along Monterey Avenue, Gary Lane or Pecan Avenue.

ZONE 9 – Orchard Estates & Orchard Estates No. 2
Landscaping in the park strip located along the North right of way of Pecan Avenue was included as a condition of approval of plans for the Orchard Estates Subdivision. Therefore, it is incumbent upon all property owners within the boundaries of Orchard Estates Subdivision and Orchard Estates Subdivision No. 2 to account for their fair share of the costs to maintain the landscaped areas.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 66 single family residential lots within Orchard Estates Subdivision and Orchard Estates Subdivision No. 2, and the 2 other residential lots within Zone 9, for a total of 68 units of assessment.

ZONE 10 A – Venturi Subdivision
The landscape park strip along the north side of Sunset Avenue from Shannon Avenue to 630 feet to the east line of the subdivision and the park strip along the east side of Shannon Avenue, located between 248 feet and 428 feet (180) north of Sunset Avenue, was included as a condition of approval of the plans for the Venturi Subdivision. The entry gate to the subdivision has 180 square feet of landscaping. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment for each of the 13 lots within the Venturi Subdivision.

ZONE 10B – Pebble Beach, Phase I & II
A condition of approval for Pebble Beach Estates Ph II was maintenance of the west park strip along Schnoor Avenue, North and South of Riverview Drive, through the creation of Zone 10B. There are 39 single-family residential lots in Pebble Beach Estates, Phase II within Zone 10B.

Eight (8) single-family residential lots within Pebble Beach Estates, Phase I are included in Zone 10 B for the maintenance of landscaping along the north right-of-way of Sunset Avenue, just West of Shannon Avenue. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 47 single-family residential lots within Pebble Beach Estates, Phase I and Phase II.

ZONE 10C – Pebble Beach, Phase III & IV
A condition of approval of Pebble Beach Estates Phases III and IV was maintenance of the West park strip along Schnoor Avenue, North and South of Riverview Drive. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strip. Therefore it is incumbent upon the property owners within the boundaries to account for their share of the costs to maintain the landscaped areas.

There are 21 single-family residential lots within Pebble Beach Estates Phase III and 29 single-family residential lots within Pebble Beach Estates Phase IV. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 50 residential lots within Pebble Beach Estates Phases III and IV.

ZONE 10D – Pebble Beach, Phase V
Maintenance of the landscape planter strip along the west side of Schnoor Avenue between 90 feet South and 360 feet North of University Avenue was a condition of map approval of the Pebble Beach Estates Phase V subdivision. There are 27 single-family residential lots within Pebble Beach Estates Phase V. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 27 residential lots within Pebble Beach Estates Phase V.

ZONE 10E – Pebble Beach, Phase VI
A condition of approval of Pebble Beach Estates, Phase VI was the maintenance of landscaping of several park strips, located:

1. Along the west side of North Schnoor Avenue between a point located 250 feet south of University Avenue, to a point located 800 feet north of University; and,

2. Along the north side of Sunset Avenue from Shannon Drive to Mainberry Drive.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped median and park strip. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 22 residential lots within Pebble Beach Estates Phase VI.

ZONE 10 F – Pebble Beach, Phase VII
A condition of approval of Pebble Beach Estates, Phase VII was a requirement to maintain landscaping in park strips located on the west side of North Schnoor Avenue and along the north side of West Sunset Avenue adjacent to the Pebble Beach Phase I subdivision. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strips. Therefore, it is incumbent upon the property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 41 residential lots within Pebble Beach Estates, Phase VII.

ZONE 10G – Pebble Beach Estates Phase VIII
A condition of approval of Pebble Beach Estates, Phase VIII was the maintenance of landscaping of two park strips:

1. Along the west side of N. Schnoor Avenue; and
2. Along the north side of W. Sunset Avenue all adjacent to Pebble Beach Phase I.

It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 46 residential lots within Pebble Beach Estates Phase VIII.

ZONE 10 H – Pebble Beach, Phase IX
A condition of approval of Pebble Beach Estates, Phase IX was a requirement to maintain landscaping and irrigation, including trees along the park strip on the west side of North Schnoor Avenue and the landscaping and irrigation, including trees along the park strip on the north side of West Sunset Avenue all adjacent to the Pebble Beach Subdivision. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped parkstrip. Therefore, it is incumbent upon the property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are fifty-three (53) single-family residential lots within Pebble Beach Estates, Phase IX within Zone 10H. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each residential lot within Pebble Beach Estates, Phase IX.

ZONE 10 I – Pebble Beach, Phase X
A condition of approval Pebble Beach, Phase X, was the requirement for landscaping and irrigation, including trees, along the park strip on the west side of N. Schnoor Avenue, and the landscaping and irrigation, including trees along the park strip on the north side of W. Sunset Avenue all adjacent to the Pebble Beach Estates Phase X Subdivision.

There are twenty-one (21) single-family residential lots and 1 multi-family lot within Pebble Beach Estates Phase X within Zone 10I. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each residential lot within the Pebble Beach Estates Subdivision Phase X.

ZONE 12 – French Cove Phase I & II
A condition of approval of plans for French Cove Phase I and Phase II, included the following landscaped areas:

1. The planter strip on the West side of Westberry Blvd. from 107 feet South of Double Tree Way to the South right of way line of Riverview Drive;

2. The median island in Doubletree Avenue between Summer Set Lane and Westberry Blvd;

3. The median island in Tragon Street between Tragon Way and Summer Set Lane;

4. The planter strip on the North side of Riverview Drive between Summer Set Lane and Westberry Blvd.; and,

5. One-half of the median islands on Westberry Blvd. along the entire east boundary of the subdivision.

The landscaped park strips and the local street medians, provide a zone of benefit to all parcels within the two subdivisions. Therefore, one hundred percent of the maintenance costs for areas 1, 2, 3, 4, and 5 noted above, will be equally shared by the single-family lots within French Cove Phases I and II. The landscaped median in Westberry Blvd. however, provides a zone of benefit to the City at large. Therefore, the maintenance costs for this median island will be equally shared between the City and all single-family lots within the two subdivisions. There are 33 single-family residential lots in French Cove Phase I and 46 single-family residential lots in French Cove Phase II, for a total of 79 unit assessments.

ZONE 13 – Las Palmas Estates, Phases I, II, III & IV
A condition of approval of Las Palmas Subdivision Phases I, II, III and IV, was maintenance of the park strip located on the South side of Olive Avenue along the frontage of Phase I and the median island landscaping located in Varbella Park between Varbella Way and La Perla Way. It is therefore incumbent upon the property owners within the boundaries of Las Palmas Subdivision Phases I, II, III and IV to account for their fair share of the costs to maintain the landscaped areas.

There are 22 lots in Phase I, 26 lots in Phase II, 9 lots in Phase III, and, 11 lots in Phase IV, all within Zone 13. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 68 residential lots within Las Palmas Estates Subdivision.

ZONE 14 – Capistrano, Phases I & II
Landscaping along the north side of Almond Avenue along the frontage of Capistrano Subdivision Phase I, and the east side of Stadium Road along the frontages of said Phase I and Capistrano Subdivision Phase II, was required as a condition of approval of the plans for said Phases I and II. Therefore, it is incumbent upon all property owners within the boundaries of the Capistrano Subdivisions, to account for their fair share of costs to maintain the landscaped areas.

There are 115 single-family residential lots in Zone 14. Assessment for maintenance of the above landscaped areas has been spread based upon one unit of assessment per each residential lot within the Capistrano Subdivisions.

ZONE 15 – Clinton/Elm Ranchos, Phase I
Landscaping of the planter strip along the southeast side of Clinton Avenue, for the full frontage of the Clinton-Elm Ranchos Subdivision, from Fig Avenue to Elm Avenue, was required by the conditions of approval of the plans. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas.

There are 19 single-family residential lots within the Clinton/Elm Ranchos Subdivision in Zone 15. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot within Clinton/Elm Ranchos Subdivision.

ZONE 15B – Clinton/Elm Ranchos, Phase II
Maintenance of the landscaped planter strip along the southeast side of Clinton Avenue from Fig Avenue to Elm Avenue was required by the conditions of approval of the plans for the Clinton/Elm Ranchos Subdivision Phase II. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas.

There are 10 single-family residential lots within the Clinton/Elm Ranchos Subdivision Phase II, in Zone 15B. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot within said Phase II.

ZONE 15C – Clinton/Elm Ranchos, Phase III
A condition of approval of plans for Clinton/Elm Ranchos Phase III was maintenance of the landscaped planter strip along the southeasterly side of Clinton Avenue from Fig Avenue to Elm Avenue. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 11 residential lots within Clinton/Elm Ranchos, Phase III.

ZONE 16 – Sugar Pine Estates
Conditions of approval of the Sugar Pine Estates subdivision required landscaping of the following areas:

1. Outlots “A” and “B” along the southwesterly side of Lilly Street between the Main Canal No. 1 and Sawmill Street;

2. Planter strip on the southwest side of Lilly Street adjacent to lots 1 through 4 inclusive, of said subdivision, a distance of approximately 214 feet; and,

3. Planter strip on the northeasterly side of Adelaide Street, adjacent to lots 5 through 8 inclusive and adjacent to lot 9, a distance of about 240 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped outlots and the planter strips. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 24 residential lots and Outlot "C" within Sugar Pine Estates.

ZONE 17A – Capistrano X, Phases I & II & TUSCAN VILLAGE

A condition of approval of plans for Tuscan Village, required landscaped areas and an irrigation system in the park strip located along the west side of North Westberry Boulevard north of Ren way, adjacent to the east side said subdivision, a distance of 250 lineal feet. The above landscaping completes the park strip to be included in Zone of Benefit 17A.

A condition of map approval for Capistrano X, Phases I & II, required landscaped areas at the locations noted below.

1. median island and the park strip along the west side of Westberry Boulevard between a point located approximately 123 feet south of the centerline of Ren Way to a point located approximately 247 feet north of said centerline;

2. median island and park strip along the west side of Westberry Boulevard between a point located approximately 145 feet south of the centerline of Westgate Drive to a point located approximately 247 feet north of said centerline; and,

3. "Outlot A" along the east side of Kent Drive, an area 15 feet wide and 300 feet long, more or less.

There are 40 single-family residential lots in Phase I and 33 single-family residential lots in Phase II. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 73 residential lots within Capistrano X Phases I and II; and, the 25 lots in Tuscan Village derive a benefit from the landscaped median island in point located approximately 123 feet south of the centerline of Ren Way and a point located approximately 247 feet north of the centerline of Westgate Drive. Therefore, one-hundred percent of the maintenance costs for the above identified park strip and 50% of the maintenance costs of the above identified median island will be assessed against 98 lots now existing within Zone 17A.

ZONE 17B – Capistrano X Phase III

One of the conditions for approval of plans for the Capistrano X, Phase III, was maintenance of the landscaped park strip along the east side of Westberry Blvd and, the median island in Westberry Blvd., along a distance of about 530 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 32 single-family residential lots in the subdivision. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 32 residential lots within Capistrano X Phase III.

ZONE 17C – Capistrano X Phase IV

One of the conditions for approval of plans for the Capistrano X, Phase IV, was maintenance of the landscaped park strip along the east side of Westberry Blvd., and the median island in Westberry Blvd. along a distance of about 526 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas.

The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 35 single-family residential lots in Capistrano X, Phase IV. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 35 residential lots within Capistrano X, Phase IV.

ZONE 17D – Capistrano XI Phase I
One of the conditions for approval of plans for the Capistrano XI Phase I was maintenance of the landscaped park strip along the east side of Westberry Blvd., and the median island in Westberry Blvd., improvements which exist along the west boundary of the Capistrano X, Phase III, subdivision, and measure about 530 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas.

The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 45 single-family residential lots in Capistrano XI Phase I. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 45 residential lots within Capistrano XI, Phase I.

ZONE 18 – Lincoln Place, Phase I, II & III
Conditions for approval of plans for Lincoln Place, Phase I, II, and III was maintenance of landscaped areas noted below:

1. Park strip along the west side of Westberry Blvd. and the median island in Westberry Blvd. between the north boundary of Phase II and the south boundary of Phase I, a distance of about 600 feet; and,

2. Park strip along the north side of Sunset Avenue between Liberty Lane and Westberry Blvd. a distance of about 580 feet; and,

3. Lot 55 (Outlot “A”) of Lincoln Place Phase I.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all residential lots in the subdivision. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 54 residential lots within Lincoln Place I, II & III.

ZONE 20A – La Jolla Estates Phase 1 and Bellava-Berk Homes
Landscaping of certain areas was a condition of approval for the La Jolla Estates Phase 1 and Bellava-Berk Homes. Landscape areas are located on the east side of Merced Street, adjacent to lot 17, measuring about 110 lineal feet of park strip within La Jolla Estates. Property frontage north of Adell Street, along Merced Street; approximately 20 feet of landscaping south of Adell Street, along the Merced Street property frontage; and approximately 60 feet of landscaping west of Merced Street, along the Adell Street property frontage within the Bella-Berk Homes. It is therefore incumbent upon all property owners within the boundaries to account for their fair share of costs to maintain the landscaped area.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 17 single-family residential lots within La Jolla Estates Phase 1 and 14 lots of Bellava-Berk Homes.

ZONE 20B – La Jolla Estates Phase 2
One of the conditions for approval of plans for La Jolla Estates Phase 2 was maintenance of the landscaped park strip on the east side of Merced Street, adjacent to lots 22 and 23, measuring about 270 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based upon one

unit of assessment per each of the 31 single-family residential lots within La Jolla Estates Phase 2.

ZONE 20C – La Jolla Estates Phase 3
One of the conditions for approval of plans for La Jolla Estates Phase 3 was maintenance of the landscaped park strip on the east side of Merced Street, adjacent to lot 64, measuring about 100 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 16 single-family residential lots within La Jolla Estates Phase 3.

ZONE 21A – Home Ranch Phase I
A condition of approval for Home Ranch Phase I was the maintenance of several landscaped areas:

1. the park strip along the south side of W. Cleveland and the median island in W. Cleveland from Westberry Boulevard to Glade Avenue;
2. the park strip on the east ad west sides of Westberry Blvd. And ½ of the median island in Westberry Blvd. From W. Cleveland to a point located 430 feet south, thereof; and,
3. the full median island in Westberry Blvd. Between a point located 430 feet south of W. Cleveland and a point located 1,143 feet south of W. Cleveland.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 41 residential lots within Home Ranch Phase I.

ZONE 21B – Home Ranch Phase II
A condition of approval of the plans for Home Ranch Phase II was maintenance of the park strip along the east side of Westberry Blvd. And the median island in Westberry Blvd. Between a point located about 150 feet south of the centerline of West Fairway Avenue to a point located about 400 feet north of said centerline.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 72 residential lots within Home Ranch Phase II. Of these lots three (3) are assessed an addition 1/3 due to lot line adjustments and five (5) are assessed double for merged lots.

ZONE 21C - Home Ranch Phase III
A condition of approval of plans for Home Ranch Phase III, required landscape plants and an irrigation system in two park strips located on the east side and the west side of North Westberry Boulevard between the alignment of Hampton Drive to a point located approximately 535 feet north of the center line of Fairfield Way, also described as the west boundary of Home Ranch Phase III, a distance of about 1,215 lineal feet.

The landscaped park strips provide a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared by the original 86 single-family lots within Home Ranch Phase III.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the original 86 residential lots in Home Ranch Phase III, for a total of 86 unit assessments for residential property.

ZONE 21D – Home Ranch Phase IV and Melanie Meadows Phase I, II, and III, and Rancho Santa Fe

A condition of approval of Home Ranch Phase IV was the requirement of landscaping in the areas described below:

1. The park strip along the south side of W. Cleveland Avenue between N. Westberry Avenue and the west boundary of Home Ranch Phase IV, a distance of about 425 feet, more or less; and,

2. The park strip along the west side of Westberry Blvd. and the median island in N. Westberry Blvd., between W. Cleveland and W. Fairway Avenue, a distance of about 1,2000 feet, more or less.

A condition of approval of Rancho Santa Fe was the requirement of landscaping in the areas described below:

1. The park strip along the south side of W. Cleveland Avenue adjacent to the subdivision limits resulting in an approximate distance of 4,087 square feet of landscape area,

2. The landscaping area within the median constructed on W. Cleveland Avenue adjacent to the subdivision limits

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 54 residential lots within Home Ranch Phase IV Subdivision, 54 lots of Melanie Meadows Phase I subdivision, 118 lots of Melanie Meadows Subdivision Phase II and III, and 182 lots of Rancho Santa Fe, for a total of 408 lots in zone 21D.

ZONE 23 – Elm Estates II

A condition of approval of the plans for Elm Estates II was maintenance of the park strip along the southeasterly side of Clinton Avenue adjacent to lot 1 of the subdivision, a distance of about 120 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 9 residential lots within Elm Estates II.

ZONE 24 – Vista del Sierra

A condition of approval was the requirement for landscaping and irrigation, including trees, along the park strip on the north side of Sunrise Avenue and frontage road island located along the west side of Lilly Avenue, and the temporary stormwater retention basin, all adjacent to the Vista del Sierra Subdivision frontage. Assessments for maintenance for the above improvements have been spread upon one unit of assessment per each of the forty-nine (49) lots (forty-eight residential lots and a temporary basin lot which has been determined to be equivalent to a single-family residential lot.) within the Vista del Sierra subdivision and the temporary basin lot.

ZONE 25C – Cottonwood Estates Phase III

A condition of approval of the tentative map for Cottonwood Estates Phase III, required participation in the maintenance of landscaping and irrigation systems located in three (3) park strips along the west side of N. Granada Drive Constructed by Cottonwood Estates Phase I, between a point located approximately 290 feet south of the centerline of West Cleveland Avenue to a point located approximately 2,109 feet south said Cleveland Avenue, a distance of approximately, 1,817 lineal feet. Three phases of Cottonwood estates have been approved to date, with identical requirements, to maintain the above described park strip along Granada Avenue.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 42 lots within the Cottonwood Estates Phase III Subdivision.

ZONE 25D – Cottonwood Estates Phase IV

A condition of approval of the tentative map for Cottonwood Estates Phase 4, required participation in the maintenance of landscaping and irrigation systems located in three (3) park strips along the west side of N. Granada Drive constructed by Cottonwood Estates Phase I,

between a point located approximately 290 feet south of the centerline of West Cleveland Avenue to a point located approximately 2,109 feet south said Cleveland Avenue, a distance of approximately, 1,817 lineal feet. Three phases of Cottonwood Estates have been approved to date, with identical requirements, to maintain the above described park strip along Granada Avenue.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 39 residential lots within the Cottonwood Estates Phase 4 Subdivision.

ZONE 26 – Cordova Estates Phase I & II
A condition of approval of Cordova Estates Phase I & II was the requirement for landscaping the park strip along the westerly side of Raymond Road from a point located about 135 feet south of the centerline of Laguna Way to a point located about 450 feet north of the centerline of Laguna Way.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 50 residential lots in Cordova Estates Phase I, and the 28 residential lots in Cordova Estates Phase II, for a total of 78 lots in Zone 26.

ZONE 26B – Cordova Estates Phase III
A condition of approval of Cordova Estates Phase III was the requirement for landscaping and irrigation, including trees along the park strip on the west side of Raymond Road between the north and south boundary of the subdivision, and one-half of the landscaping and irrigation, including trees along the future median island in Raymond road between the north and south boundary of the subdivisions Cordova Estates Phases I, II and IV. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped parkstrip.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the sixty-one (61) single-family residential lots within Cordova Estates, Phase III, within Zone 26B.

ZONE 26C – Cordova Estates Phase IV
A condition of approval of Cordova Estates Phase IV was the requirement for landscaping the park strip along the westerly side of Raymond Road from a point located about 135 feet south of the centerline of Laguna Way to a point located about 450 feet north of the centerline of Laguna Way.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 52 residential lots within Cordova Estates Phase IV.

ZONE 26D – Oakwood Estates
A condition of approval of plans for Oakwood Estates, required participation in the maintenance of landscape plants and an irrigation system in the park strip located on the west side of North Raymond Road along the east boundary of the final subdivision maps for Cordova Estates Phase I and II, Map 03-S-02, and, Cordova Estates Phase IV, map 04-S-03, a distance of approximately 1,485 feet.

The landscaped park strip provides a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strip will be equally shared by the single-family lots within Oakwood Estates, the residential lots in said

Cordova Estates Phases I, II, IV, and, Cordova Estates Phase III, located west of Cordova Estates Phase IV.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 23 residential lots in Oakwood Estates for a total of 23 unit assessments for residential property.

ZONE 27 – Vineyard West I
A condition of approval of Vineyards West Phase I was the requirement for landscaping park strips on the north side of Sunset Avenue, between Caitlan Drive and Via Cerioni, a distance of about 400 feet, more or less, and between Via Cerioni and a point located 140 feet east of Via Cerioni.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 46 residential lots and lot No. 47 which is well site No. 32, owned by the City, within the Vineyards West Phase I Subdivision.

ZONE 27B – Vineyards West Phase II
A condition of approval of Vineyards West Phase II was the requirement for landscaping the park strip on the north side of Sunset Avenue and Riverside Drive between the east and west boundary of the Subdivision, all adjacent to the Vineyards West Phase II subdivision. There are 44 single-family residential lots within Vineyards West Phase II subdivision. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 44 residential lots within the Vineyards West Phase II Subdivision.

ZONE 28 – Capistrano XII & XIV
A condition of approval of Capistrano Phase XII was the requirement for landscaping three (3) park strips on the south side of Howard Road from a point located 130 feet east of St Tropez Drive, to a point located about 130 feet west of Makenna Drive a distance of approximately 657 lineal feet.

Several park strips located along the Westside of South Granada Drive from a point located 342 feet north of Plumas Avenue to a point 125 feet south of Industrial Avenue, a distance of approximately 1210 lineal feet.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 86 residential lots within Capistrano Phase XII and 60 residential lots within Capistrano Phase XIV.

ZONE 28B – Capistrano XIII
Landscaping of the park strip located along the west right of way of Granada Drive starting at a point located 110 feet south of Desert Ranch Way to Plumas Street along a distance of 570 feet was a condition of approval of the Tentative Map for Capistrano XIII subdivision.

There are 42 single-family residential lots within Capistrano XIII subdivision. Assessments for maintenance of the above improvements have been spread based upon unit of assessment per each residential lot.

ZONE 29 – Chateau at the Vineyards, Phase I/ La Spezia II and III
A condition of approval of Chateau at the Vineyards Phase I and La Spezia I and II was the requirement for landscaping and irrigation, including trees in the areas below:

1. along West Almond Avenue, Stadium Road, and Gary Lane, all adjacent to the Chateau at the Vineyards Subdivision frontage
2. frontage along Almond Avenue, Stadium Road and Crown Terrace of La Spezia II and frontage along Stadium Road for La Spezia III.

Assessments for the above improvements have been spread based upon one unit of assessment per each of the seventy (70) single-family residential lots within the Chateau at the Vineyards Subdivision and a “Not a Part” (NAP) lot which has been determined to be equivalent to twenty-four (24) single-family residential lots. As well as 87 lots for La Spezia II and 28 for La Spezia III.

ZONE 29C – Chateau at the Vineyards, Phase III
A condition of approval of plans for Chateau at the Vineyards was participation in the maintenance of irrigated landscaped areas constructed by Chateau at the Vineyards phase I, including:

1. Two park strips along the south side of West Almond Avenue between South Stadium Road and a point located approximately 1,150 feet east of Stadium Road; and,
2. Two park strips along the east side of South Stadium Road between West Almond Avenue and a point located approximately 734 feet south of Almond Avenue.

Chateau at the Vineyards, Phase III was also required to install an irrigation system and landscaping park strip along the south side of West Almond Avenue between Monterey Avenue and a point located approximately 80 feet west of Monterey Avenue.

The landscaped park strips provide a zone of benefit to all of the 19 parcels within the Chateau at the Vineyards, Phase III. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared between the four (4) phases identified in the tentative map for the Chateau at the Vineyards subdivision.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 19 residential lots in Chateau at the Vineyards.

ZONE 29D – Chateau at the Vineyards, Phase IV
A condition of approval of Chateau at the Vineyards Phase IV Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements installed in conjunction with all Chateau at the Vineyards phases:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of Almond Avenue between Stadium Road and Monterey Street, running approximately 1,275 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the east side of Stadium Road, running approximately 1,275 feet between Almond Avenue and Gary Lane adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation system on the north side of Gary Lane, running approximately 1,275 feet between Stadium Road and Monterey Street adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 35 residential lots planned for Chateau at the Vineyards Phase IV.

ZONE 29E – Chateau at the Vineyards East
A condition of approval of Chateau at the Vineyards East Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of Almond Avenue, between Stadium Road and Monterey Street and on the east side of Stadium Road between Almond Avenue and the future Gary Lane, adjacent to the subdivision Tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 24 residential lots within the Chateau at the Vineyards East subdivision.

ZONE 30 – Yosemite Estates
A condition of approval of Yosemite Estates was the requirement for landscaping the park strip on the north side of Almond Avenue from Monterey Avenue to a point located about 195 feet west of Monterey Avenue. There are thirty (30) single-family residential lots with the Yosemite Estates subdivision. Assessments for Maintenance for the above improvements have been spread based upon one unit of assessment per each of the thirty (30) residential lots within the Yosemite Estates Subdivision.

ZONE 31A – Highlands at Rancho Valencia Phase I
A condition of approval of the Tentative Map for Highlands at Rancho Valencia was a requirement for extensive landscaping with irrigation systems along park strips, within several mini-parks, within two traffic circles, and one median island in Sanders Avenue. The park strips are located on the south side of Pecan Roan and on the east side of Raymond Thomas Street. The total costs to maintain the landscape improvements will be shared equally between the 346 residential lots included in the tentative map for the Highlands at Rancho Valencia.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 94 residential lots included within the Highlands at Rancho Valencia Phase I subdivision.

ZONE 31B – Highlands at Rancho Valencia Phase II
A condition of approval of Highlands at Rancho Valencia Phase II was the requirement to participate in the maintenance of shrubs, trees, groundcover, and irrigation systems in the following locations:

1. The park strip located along the east side of Raymond Thomas Road between Parkwood Avenue and Hazel Avenue, along the west side of the subdivision;
2. The park strips, landscaped outlots, and traffic circles located in the South Valencia Avenue from the north boundary of the subdivision near Parkwood Avenue, to Georgia Avenue;
3. Outlots “F”, “H”, and “K”.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 247 residential lots within the Highlands at Rancho Valencia Phase II subdivision.

ZONE 32A – La Jolla North Phase I
A condition of approval of plans for La Jolla North subdivision Phase I, required landscape plants and an irrigation system in two park strips located on:

1. The east side of Merced Street between East Carmen and East Ellis Street, and
2. The south side of Ellis Street adjacent to lots 32 through 46 of Phase I, inclusive, a distance of about 1,000 feet.

The landscaped park strips provide a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above-identified park strips will be equally shared by the single-family lots within La Jolla North subdivision Phase I.

Assessments for maintenance of the above improvements have been spread based upon one unit of the assessment per each of the 46 residential lots in La Jolla North subdivision Phase I, for a total of 46 unit assessments for residential property.

ZONE 32B – La Jolla North Phase II
A condition of approval of plans for La Jolla North subdivision Phase II, required landscape plants and irrigation system in the park strip located on the south side of East Ellis Street adjacent to lost 47 through 61 of Phase II, inclusive, a distance of about 1,000 feet.

The landscaped park strip provides a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strip will be equally shared by the single-family lots within the La Jolla North subdivision Phase II.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 47 residential lots in La Jolla North Subdivision Phase II, for a total of 47 unit assessment for residential property.

ZONE 33 – South Star Estates
A condition of approval of plans for South Star Estates was maintenance of plants and the irrigation system for two park strips located:

1. The north side of Pecan Avenue (Avenue 13) located between Hickory Avenue and Barnett Avenue, a distance of about 930 feet; and,
2. The west side of Barnett Street between Pecan Avenue and a point located about 120 feet north of the center line of Macadamia Avenue, a distance of approximately 610 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped areas. Assessment for maintenance of the above landscaped areas has been spread based upon one unit of assessment per each of the 61 family residential lots within South Star Estates.

ZONE 34 – Kennedy Estates Phase I & II
A Condition of approval of plans for the tentative map of Kennedy Estates, required landscape plants and an irrigation system in the park strips located:

1. along the west side of North Chapin Avenue from Kennedy Avenue, to a point located about 860 lineal feet north of Kennedy Avenue; and
2. along the north side of Kennedy Avenue from the westerly boundary of the Kennedy Estates to Chapin Avenue, a distance of about 1,025 lineal feet.

The landscaped park strip provides a zone of benefit to all of the 101 parcels within the Phase I & II of Kennedy Estates. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared by the 101 single-family lots within the subdivision.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 101 residential lots in Kennedy Estates Phase I & II, for a total of 101 unit assessments for residential property.

ZONE 34B – Kennedy Estates Phase 3
A condition of approval of Kennedy Estates Phase 3 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. along the west side of North Chapin Avenue from Ellis Street, to a point located about 860 lineal feet south of Ellis Street; and
2. along the south side of Ellis Street from the westerly boundary of the Kennedy Estates Phase 3 Subdivision to Chapin Avenue, a distance of about 1,025 lineal feet

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 52 residential lots within the Kennedy Estates Phase 3 Subdivision.

ZONE 34C – Kennedy Estates Phase 4
A condition of approval of Kennedy Estates Phase 4 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. along the west side of North Chapin Avenue from Ellis Street, to a point located about 860 lineal feet south of Ellis Street; and
2. along the south side of Ellis Street from the westerly boundary of Kennedy Estates Phase 3 Subdivision to Chapin Avenue, a distance of about 1,025 lineal feet

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 51 residential lots within the Kennedy Estates Phase 4 Subdivision.

ZONE 35 – Santa Barbara Estates
A condition of approval of Santa Barbara Estates was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the north side of Howard Road, running 660 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 90 residential lots within the Santa Barbara Estates Subdivision.

ZONE 36A – Mariposa Estates
A condition of approval of Mariposa Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 558 feet west starting from Tozer Street and ending at the east side of Mariposa Street, then starting the west side of Mariposa Street continuing west along the north side of east Olive Avenue 550 feet and ending at Knox Street.

Landscaping and irrigation, including trees along the park strip on the west side of Tozer Street 507 feet north starting at East Olive Avenue and ending at the south side of Trail Way, then starting at the north side of Trail Way continuing north along the west side of Tozer Street 594 feet and ending at A Street.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 140 residential lots within the Mariposa Estates Subdivision.

ZONE 36B – Mariposa Estates Phase II
Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 558 feet west starting from Tozer Street and ending at the east side of Mariposa Street, then starting the west side of Mariposa Street continuing west along the north side of east Olive Avenue 550 feet and ending at Knox Street.

Landscaping and irrigation, including trees along the park strip on the west side of Tozer Street 507 feet north starting at East Olive Avenue and ending at the south side of Trail Way, then starting at the north side of Trail Way continuing north along the west side of Tozer Street 594 feet and ending at A Street.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strip. Mariposa Estates, Phase II totals 10 lots equaling 10 units.

ZONE 36C – Olive Estates
A condition of approval of Olive Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 590 feet west starting at Knox Street and ending at the westerly subdivision boundary.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 46 residential lots within the Olive Estates Subdivision.

Zone 37 – Almond Tree Estates
A condition of approval of Almond Tree Estates was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Landscaping and irrigation, including trees along the park strip on the South side of West Almond Avenue, along the frontage of the subdivision, approximately 660 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strip. Almond Tree Estates totals 100 lots equaling 100 units.

ZONE 39 – Carmel Homes III and Varbella
A condition of approval of Carmel Homes III was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the East side of Stadium Road, running 620 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation on the South side of Pecan Ave, running 310 feet adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation on the Median on Pecan Ave, running 220 feet adjacent to the subdivision tract.

A condition of approval of Varbella Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the South side of Gary Lane, running approximately 1,000 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation on the East side of Stadium Road, running approximately 525 feet adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation on the Median on Pecan Ave, running 220 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 82 residential lots within the Carmel Homes III Subdivision and 79 residential lots in the Varbella Subdivision.

ZONE 40 – Tierra Vista Estates
A condition of approval of Tierra Vista Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the north side of Gary Lane, running approximately 780 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the west side of Emily Lane, running approximately 240 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 78 residential lots within the Tierra Vista Estates Subdivision.

ZONE 41 – Pond Place Estates
A condition of approval of Pond Place Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

Landscaping and irrigation, including trees, along the park strip on the west side of Stadium Road starting from the northern boundary of the subdivision, heading south approximately 140 feet, and ending at El Monte Avenue.

Landscaping and irrigation, including trees, on the frontage road island on the west side of Stadium Road starting from El Monte Avenue, heading south approximately 320 feet, and ending at Gamay Avenue.

Landscaping and irrigation, including trees, along the park strip on the west side of Stadium Road starting from Gamay Avenue, heading south approximately 120 feet, and ending at the southern boundary of the subdivision.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 29 residential lots within the Pond Place Estates Subdivision.

ZONE 43A – Orchard Point Estates Phase I & II, Brawley Subdivision
A condition of approval of Orchard Pointe Estates Phase I & II Subdivision and the Brawley Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the west side of Tozer Street 2290 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees groundcover and irrigation system in the median island of Tozer Street,, running approximately 1960 feet adjacent to the subdivision tract.
3. Installation of shrubs, groundcover and irrigation system on Knox Street, running approximately 980 feet adjacent to the subdivision tract on the east side of the street.
4. Installation of shrubs, trees, groundcover and irrigation system on Knox Street, running approximately 2790 feet adjacent to the subdivision tract on the west side of the of the street.
5. Installation of shrubs, trees, groundcover and irrigation system on Nectarine Street, running approximately 500 feet adjacent to the subdivision tract on the south side of the street and 140 feet on the north street.
6. 14,540 square feet of landscape and hardscape material and playground equipment.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessments per each of the 306 residential lots, and an appropriate pro-rated share based on lot area for two (2) commercial lots, included in the tentative map for Orchard Pointe Phases I & II and for the Brawley Subdivision.

ZONE 43C – El Coronado Estates
A condition of approval of El Coronado Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system within the median of Tozer Street running approximately 1,680 feet between East Olive Avenue and the southern edge of subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the west side of Tozer Street, running approximately 1,000 feet adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation system within the median of East Olive Avenue running approximately 1,270 feet between Tozer Street and Knox Street.
4. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Olive Avenue running approximately 870 feet adjacent to the subdivision tract.
5. Installation of shrubs, trees, groundcover and irrigation system on the east side of Knox Street running approximately 900 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 206 residential lots within the El Coronado Estates Subdivision.

ZONE 43D – Almond Village Estates
A condition of approval of Almond Village Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Olive Avenue, running 615 feet adjacent to the subdivision tract.

2. Installation of shrubs, trees, groundcover, and irrigation system in the median island of East Olive Avenue, beginning at the west limits of the subdivision tract and running approximately 235 feet adjacent to the subdivision tract.

3. Installation of shrubs, trees, groundcover and irrigation system on the west side of Knox Road, running 1,060 feet adjacent to the subdivision tract between East Olive Avenue and Los Arcos Lane.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 104 residential lots within the Almond Village Estates Subdivision.

ZONE 43E – Taylor Estates
A condition of approval of Taylor Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, groundcover and irrigation system on the south side of Olive Avenue running approximately 430 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system in the median island of Olive Avenue, running approximately 430 feet adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 20 residential lots included in the tentative map

ZONE 44 – Sierra Vista Estates Phase III
A condition of approval of Sierra Vista Estates Phase III was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the east side of Don Miguel Street, running 410 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation on the north side of Olive Ave, running 130 feet adjacent to the subdivision tract

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 9 residential lots within the Sierra Vista Estates III Subdivision.

ZONE 45A – Sienna Estates Phase 1
A condition of approval of Sienna Estates Phase 1 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Yosemite Avenue, running approximately 1,050 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the north side of Storey Road, running approximately 850 feet adjacent to the subdivision tract.
3. Installation of shrubs, groundcover and irrigation system on Emerald Way, running approximately 110 feet within the subdivision tract on the both sides of the street.
4. Installation of shrubs, groundcover and irrigation system on Crimson Way, running approximately 110 feet within the subdivision tract on the both sides of the street.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 138 residential lots planned for Sienna Estates in Phases 1 and 2.

ZONE 46 – Capistrano XVII

A condition of approval of the Capistrano XVII Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for South Granada Drive, Almond Avenue and Outlot A of the Final Map. Specific limits and improvements within street frontages are identified as follows:

1. Installation of shrubs, trees, groundcover and irrigation system on the West side South Granada Drive, running approximately 1,285 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the South side of West Almond Avenue, running approximately 640 feet adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 102 residential lots included in the tentative map for Capistrano XVII.

ZONE 50 – Sugar Pine Village

A condition of approval of Sugar Pine Village Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the north side of Clinton Street, running approximately 240 feet in length, adjacent to the subdivision.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 25 residential lots within the Sugar Pine Village Subdivision.

ZONE 51 – Red Rock Retail Center, et al

All landscaping associated with previously approved developments as depicted in their respective landscape improvement plans on file in the City of Madera Engineering Department and as referenced below:

All landscaping associated with previously approved developments as depicted in their respective landscape improvement plans on file in the City of Madera Engineering Department and as referenced below:

- Redrock Retail Center
- Will Gill Industrial Subdivision (Median Island Improvements Constructed under City Contract on Pine and Pecan Avenues)
- Old Mervyns Building 29
- Tractor Supply
- Capistrano 16 Subdivision
- Love’s Travel Center
- Riverwalk Subdivision
- Veteran’s Housing
- Burger King, Madera Ave
- Madera County Public Health
- Starbucks, Bethard Square
- Nassar Medical
- Hammel Medical Office, E. Almond Ave
- Crown Tozer Subdivision
- Lake & Adell Subdivision
- Boston Motors
- The Tint Shop

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per square foot of land for each of the 39 commercial lots and 270 residential lots.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per square foot of land for each of the 39 commercial lots and 268 residential lots.

INCIDENTAL COSTS

Assessments for the Administrative, Legal, Mailing, and Processing Fees for each lot or parcel are spread in the same manner as the maintenance costs for the zone in which it is located.

Exhibit 'C'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: **1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51**

2021-2022 ASSESSMENT

COSTS PER ZONE / ASSESSMENT ROLLS

CITY OF MADERA

ZONE 1

2020-2021

1.	BEGINNING FUND BALANCE			$	2,254.71
2.	LANDSCAPE MAINTENANCE COSTS	$	3,858.27		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	759.03		
	b. ENGINEERING ADMINISTRATION	$	352.40		
	c. LEGAL ADMINISTRATION	$	28.50		
	d. FINANCE ADMINISTRATION	$	76.48		
	e. TREE TRIMMING	$	338.00		
	f. GAS & UTILITIES	$	325.47		
	g. EQUIPMENT	$	292.37		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	53.64		
	i. MADERA COUNTY PROCESSING FEES	$	30.15		
			TOTAL COSTS:	$	6,114.31
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,190.39
5.	TOTAL ASSESSMENT			$	6,050.00
6.	AVERAGE ASSESSMENT PER PARCEL				134.44

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 1 - AIRPORT BUSINESS PARK

TOTAL ASSESSMENT:
$6,050.00

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
1	013-010-031-000	$72.78	- CITY	36	013-010-084-000	$76.54
2	013-010-095-000	$1,870.66		37	013-010-085-000	$76.54
3	013-010-096-000	$228.02		38	013-010-086-000	$76.54
4	013-010-081-000	$76.54		39	013-010-078-000	$57.92
5	013-010-093-000	$19.54		40	013-010-079-000	$57.92
6	013-010-014-000	$305.10	- COUNTY	41	013-010-080-000	$57.92
7	013-010-020-000	$78.48	- STATE	42	013-010-089-000	$80.58
8	013-010-036-000	$22.12		43	013-010-090-000	$44.28
9	013-010-037-000	$54.12		44	013-010-091-000	$44.68
10	013-010-077-000	$57.92		45	013-010-092-000	$28.74
11	013-010-043-000	$30.46			Subtotal	$6,050.00
12	013-010-044-000	$35.48				
13	013-010-046-000	$243.44	- PG & E		Amount to be billed via A/R	$1,091.50
14	013-010-062-000	$39.88				
15	013-010-070-000	$166.62			Total to the County:	$4,958.50
16	013-010-049-000	$328.56				
17	013-010-048-000	$31.32				
18	013-010-022-000	$109.98				
19	013-010-018-000	$71.42				
20	013-010-052-000	$46.02				
21	013-010-064-000	$178.28				
22	013-010-024-000	$12.04				
23	013-010-025-000	$237.48				
24	013-010-026-000	$19.96				
25	013-010-066-000	$19.10				
26	013-010-059-000	$16.82				
27	013-010-054-000	$19.96				
28	013-010-073-000	$473.28				
29	013-010-076-000	$157.20	- CITY			
30	013-010-075-000	$186.52	- CITY			
31	013-010-076-000	$47.98	- CITY			
32	013-010-067-000	$19.10				
33	013-010-068-000	$19.10				
34	013-010-082-000	$76.54				
35	013-010-083-000	$76.54				

CITY OF MADERA

ZONE 2

2020-2021

1.	BEGINNING FUND BALANCE			$	34,417.60
2.	LANDSCAPE MAINTENANCE COSTS	$	20,910.72		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	2,369.02		
	b. ENGINEERING ADMINISTRATION	$	2,223.80		
	c. LEGAL ADMINISTRATION	$	179.87		
	d. FINANCE ADMINISTRATION	$	482.62		
	e. TREE TRIMMING	$	2,880.00		
	f. GAS & UTILITIES	$	2,524.45		
	g. EQUIPMENT	$	1,459.28		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	104.12		
	i. MADERA COUNTY PROCESSING FEES	$	222.44		
			TOTAL COSTS:	$	33,356.33
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				33,044.13
5.	TOTAL ASSESSMENT			$	31,982.86
6.	AVERAGE ASSESSMENT PER PARCEL				96.33

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 2 - PHEASANT RUN/NORTHWEST ESTATES

TOTAL ASSESSMENT:
$31,982.86

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	013-070-012-000	$1,765.32	36	013-090-031-000	$35.32
2	013-070-014-000	$541.62	37	013-090-032-000	$35.32
3			38	013-090-033-000	$35.32
4	013-070-020-000	$748.50	39	013-090-034-000	$35.32
5	013-070-023-000	$266.44	40	013-090-035-000	$35.32
6	013-070-025-000	$3,177.08	41	013-090-036-000	$35.32
7	013-070-026-000	$188.66	42	013-090-037-000	$35.32
8	013-070-027-000	$156.00	43	013-090-038-000	$35.32
9	013-070-028-000	$133.32	44	013-090-039-000	$35.32
10	013-090-005-000	$35.32	45	013-090-040-000	$35.32
11	013-090-006-000	$35.32	46	013-090-041-000	$35.32
12	013-090-007-000	$35.32	47	013-090-042-000	$35.32
13	013-090-008-000	$35.32	48	013-091-001-000	$35.32
14	013-090-009-000	$35.32	49	013-091-002-000	$35.32
15	013-090-010-000	$35.32	50	013-091-003-000	$35.32
16	013-090-011-000	$35.32	51	013-091-004-000	$35.32
17	013-090-012-000	$35.32	52	013-091-005-000	$35.32
18	013-090-013-000	$35.32	53	013-091-006-000	$35.32
19	013-090-014-000	$35.32	54	013-091-007-000	$35.32
20	013-090-015-000	$35.32	55	013-091-008-000	$35.32
21	013-090-016-000	$35.32	56	013-091-009-000	$35.32
22	013-090-017-000	$35.32	57	013-091-010-000	$35.32
23	013-090-018-000	$35.32	58	013-091-011-000	$35.32
24	013-090-019-000	$35.32	59	013-091-012-000	$35.32
25	013-090-020-000	$35.32	60	013-091-013-000	$35.32
26	013-090-021-000	$35.32	61	013-091-014-000	$35.32
27	013-090-022-000	$35.32	62	013-091-015-000	$35.32
28	013-090-023-000	$35.32	63	013-091-016-000	$35.32
29	013-090-024-000	$35.32	64	013-091-017-000	$35.32
30	013-090-025-000	$35.32	65	013-091-018-000	$35.32
31	013-090-026-000	$35.32	66	013-091-019-000	$35.32
32	013-090-027-000	$35.32	67	013-091-020-000	$35.32
33	013-090-028-000	$35.32	68	013-091-021-000	$35.32
34	013-090-029-000	$35.32	69	013-091-022-000	$35.32
35	013-090-030-000	$35.32	70	013-091-023-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
71	013-091-024-000	$35.32
72	013-091-025-000	$35.32
73	013-091-026-000	$35.32
74	013-091-027-000	$35.32
75	013-091-028-000	$35.32
76	013-091-029-000	$35.32
77	013-091-030-000	$35.32
78	013-091-031-000	$35.32
79	013-091-032-000	$35.32
80	013-091-033-000	$35.32
81	013-091-034-000	$35.32
82	013-091-035-000	$35.32
83	013-091-036-000	$35.32
84	013-091-037-000	$35.32
85	013-091-038-000	$35.32
86	013-091-039-000	$35.32
87	013-091-040-000	$35.32
88	013-091-041-000	$35.32
89	013-091-042-000	$35.32
90	013-091-043-000	$35.32
91	013-091-044-000	$35.32
92	013-091-045-000	$35.32
93	013-091-046-000	$35.32
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99	013-091-052-000	$35.32
100	013-091-053-000	$35.32
101	013-091-054-000	$35.32
102	013-091-055-000	$35.32
103	013-091-056-000	$35.32
104	013-091-057-000	$35.32
105	013-091-058-000	$35.32
106	013-091-059-000	$35.32
107	013-091-060-000	$35.32
108	013-091-061-000	$35.32
109	013-091-062-000	$35.32
110	013-091-063-000	$35.32
111	013-091-064-000	$35.32
112	013-091-065-000	$35.32
113	013-091-066-000	$35.32
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122	013-091-075-000	$35.32
123	013-091-076-000	$35.32
124	013-091-077-000	$35.32
125	013-130-002-000	$35.32
126	013-130-003-000	$35.32
127	013-130-004-000	$35.32
128	013-130-005-000	$35.32
129	013-130-006-000	$35.32
130	013-130-007-000	$35.32
131	013-130-008-000	$35.32
132	013-130-009-000	$35.32
133	013-130-010-000	$35.32
134	013-130-011-000	$35.32
135	013-130-012-000	$35.32
136	013-130-013-000	$35.32
137	013-130-014-000	$35.32
138	013-130-015-000	$35.32
139	013-130-016-000	$35.32
140	013-130-017-000	$35.32
141	013-130-018-000	$35.32
142	013-130-019-000	$35.32
143	013-130-020-000	$35.32
144	013-130-021-000	$35.32
145	013-130-022-000	$35.32
146	013-130-023-000	$35.32
147	013-130-024-000	$35.32
148	013-130-025-000	$35.32
149	013-130-026-000	$35.32
150	013-130-027-000	$35.32
151	013-130-028-000	$35.32
152	013-130-029-000	$35.32
153	013-130-030-000	$35.32
154	013-130-031-000	$35.32
155	013-130-032-000	$35.32
156	013-130-033-000	$35.32
157	013-130-034-000	$35.32
158	013-130-035-000	$35.32
159	013-130-036-000	$35.32
160	013-130-037-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
161	013-130-038-000	$35.32
162	013-130-039-000	$35.32
163	013-130-040-000	$35.32
164	013-130-041-000	$35.32
165	013-130-042-000	$35.32
166	013-130-043-000	$35.32
167	013-130-044-000	$35.32
168	013-130-045-000	$35.32
169	013-130-046-000	$35.32
170	013-130-047-000	$35.32
171	013-130-048-000	$35.32
172	013-130-049-000	$35.32
173	013-130-050-000	$35.32
174	013-130-051-000	$35.32
175	013-130-052-000	$35.32
176	013-130-053-000	$35.32
177	013-130-054-000	$35.32
178	013-130-055-000	$35.32
179	013-130-056-000	$35.32
180	013-130-057-000	$35.32
181	013-130-058-000	$35.32
182	013-130-059-000	$35.32
183	013-131-001-000	$35.32
184	013-131-002-000	$35.32
185	013-131-003-000	$35.32
186	013-131-004-000	$35.32
187	013-131-005-000	$35.32
188	013-131-006-000	$35.32
189	013-131-007-000	$35.32
190	013-131-008-000	$35.32
191	013-131-009-000	$35.32
192	013-131-010-000	$35.32
193	013-140-001-000	$35.32
194	013-140-002-000	$35.32
195	013-140-003-000	$35.32
196	013-140-004-000	$35.32
197	013-140-005-000	$35.32
198	013-140-006-000	$35.32
199	013-140-007-000	$35.32
200	013-140-008-000	$35.32
201	013-140-009-000	$35.32
202	013-140-010-000	$35.32
203	013-140-011-000	$35.32
204	013-140-012-000	$35.32
205	013-140-013-000	$35.32
206	013-140-014-000	$35.32
207	013-140-015-000	$35.32
208	013-140-016-000	$35.32
209	013-140-017-000	$35.32
210	013-140-018-000	$35.32
211	013-140-019-000	$35.32
212	013-140-020-000	$35.32
213	013-140-021-000	$35.32
214	013-140-022-000	$35.32
215	013-140-023-000	$35.32
216	013-140-024-000	$35.32
217	013-140-025-000	$35.32
218	013-140-026-000	$35.32
219	013-140-027-000	$35.32
220	013-140-028-000	$35.32
221	013-140-037-000	$42.36
222	013-140-038-000	$63.58
223	013-140-039-000	$42.36
224	013-141-005-000	$155.34
225	013-140-058-000	$49.44
226	013-140-053-000	$159.94
237	013-150-003-000	$35.32
238	013-150-004-000	$35.32
239	013-150-005-000	$35.32
240	013-150-006-000	$35.32
241	013-150-007-000	$35.32
242	013-150-008-000	$35.32
243	013-150-009-000	$35.32
244	013-150-010-000	$35.32
245	013-150-011-000	$35.32
246	013-150-012-000	$35.32
247	013-150-013-000	$35.32
248	013-150-014-000	$35.32
249	013-150-015-000	$35.32
250	013-150-016-000	$35.32
251	013-150-017-000	$35.32
252	013-151-001-000	$35.32
253	013-151-002-000	$35.32
254	013-151-003-000	$35.32
255	013-151-004-000	$35.32
256	013-151-005-000	$35.32
257	013-151-006-000	$35.32
258	013-151-007-000	$35.32
259	013-151-008-000	$35.32
260	013-151-009-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
261	013-151-010-000	$35.32
262	013-151-011-000	$35.32
263	013-151-012-000	$35.32
264	013-151-013-000	$35.32
265	013-151-014-000	$35.32
266	013-151-015-000	$35.32
267	013-151-016-000	$35.32
268	013-151-017-000	$35.32
269	013-151-018-000	$35.32
270	013-151-019-000	$35.32
271	013-151-020-000	$35.32
272	013-151-021-000	$35.32
273	013-151-022-000	$35.32
274	013-151-023-000	$35.32
275	013-151-024-000	$35.32
276	013-151-025-000	$35.32
277	013-151-026-000	$35.32
278	013-151-027-000	$35.32
279	013-151-034-000	$171.96
280	013-151-035-000	$240.12
281	013-152-001-000	$35.32
282	013-152-002-000	$35.32
283	013-152-003-000	$35.32
284	013-152-004-000	$35.32
285	013-152-005-000	$35.32
286	013-152-006-000	$35.32
287	013-152-007-000	$35.32
288	013-152-008-000	$35.32
289	013-152-009-000	$35.32
290	013-152-010-000	$35.32
291	013-152-011-000	$35.32
292	013-152-012-000	$35.32
293	013-153-001-000	$35.32
294	013-153-002-000	$35.32
295	013-153-003-000	$35.32
296	013-153-004-000	$35.32
297	013-153-005-000	$35.32
298	013-160-005-000	$1,177.12
299	013-160-013-000	$190.68
300	013-160-014-000	$2,895.12

Assessment Number	Assessor's Parcel Number	Assessment
301	013-160-015-000	$190.68
302	013-160-016-000	$3,415.54
303	013-160-019-000	$60.06
304	013-160-020-000	$42.58
305	013-160-021-000	$397.20
306	013-160-022-000	$189.90
307	013-160-023-000	$177.42
308	013-160-025-000	$70.00
309	013-160-024-000	$217.38
310	013-160-026-000	$2,437.52
311	013-160-017-000	$113.52
312	013-160-018-000	$72.58
313	013-110-032-000	$0.00
314	013-110-007-000	$0.00
315	013-110-023-000	$0.00
316	013-110-024-000	$0.00
317	013-110-010-000	$0.00
319	013-141-006-000	$63.58
320	013-141-027-000	$127.10
321	013-141-036-000	$51.90
322		
323	013-141-031-000	$54.40
324	013-141-034-000	$124.64
325	013-141-035-000	$54.36
326	013-141-023-000	$75.20
327	013-141-010-000	$35.32
328	013-141-029-000	$211.84
329	013-141-032-000	$58.54
330	013-141-033-000	$53.70
331	013-070-046-000	$411.56
332	013-070-047-000	$965.86

TOTAL ASSESSMENT:	$31,373.74
DIRECT BILL:	
TOTAL TO COUNTY:	$31,373.74

* - Weren't on the list of apn's when the zone was started in 1998.

CITY OF MADERA

ZONE 3

2020-2021

1.	BEGINNING FUND BALANCE			$	4,104.75
2.	LANDSCAPE MAINTENANCE COSTS	$	3,748.03		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,236.72		
	b. ENGINEERING ADMINISTRATION	$	1,180.51		
	c. LEGAL ADMINISTRATION	$	95.49		
	d. FINANCE ADMINISTRATION	$	256.20		
	e. TREE TRIMMING	$	2,475.00		
	f. GAS & UTILITIES	$	1,228.25		
	g. EQUIPMENT	$	459.45		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
	i. MADERA COUNTY PROCESSING FEES	$	115.24		
			TOTAL COSTS:	$	10,679.65
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,016.76
5.	TOTAL ASSESSMENT			$	7,706.90
6.	AVERAGE ASSESSMENT PER PARCEL				44.81

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 3
MANSIONETTE ESTATES 1, 2, & 3
TOTAL ASSESSMENT:
$7,706.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-390-011-000	$1,336.78	37	006-420-025-000	$24.32
2	006-390-013-000	$72.92	38	006-420-026-000	$24.32
3	006-390-014-000	$72.92	39	006-420-027-000	$24.32
4	006-390-016-000	$1,142.34	40	006-420-028-000	$24.32
5	006-390-019-000	$48.62	41	006-420-029-000	$24.32
6	006-390-020-000	$48.62	42	006-420-030-000	$24.32
7	006-390-021-000	$121.54	43	006-420-031-000	$24.32
8	006-390-022-000	$145.54	44	006-420-032-000	$24.32
9	006-390-027-000	$437.52	45	006-420-033-000	$24.32
11	006-390-025-000	$148.56	46	006-420-034-000	$24.32
12	006-390-026-000	$240.34	47	006-420-035-000	$24.32
13	006-420-001-000	$24.32	48	006-420-036-000	$24.32
14	006-420-002-000	$24.32	49	006-420-037-000	$24.32
15	006-420-003-000	$24.32	50	006-420-038-000	$24.32
16	006-420-004-000	$24.32	51	006-420-039-000	$24.32
17	006-420-005-000	$24.32	52	006-420-040-000	$24.32
18	006-420-006-000	$24.32	53	006-420-041-000	$24.32
19	006-420-007-000	$24.32	54	006-420-042-000	$24.32
20	006-420-008-000	$24.32	55	006-420-043-000	$24.32
21	006-420-055-000	$24.32	56	006-420-044-000	$24.32
22	006-420-056-000	$24.32	57	006-420-045-000	$24.32
23	006-420-057-000	$24.32	58	006-420-046-000	$24.32
24	006-420-012-000	$24.32	59	006-420-047-000	$24.32
25	006-420-058-000	$24.32	60	006-420-048-000	$24.32
26	006-420-059-000	$24.32	61	006-420-049-000	$24.32
27	006-420-015-000	$24.32	62	006-420-050-000	$24.32
28	006-420-016-000	$24.32	63	006-420-051-000	$24.32
29	006-420-017-000	$24.32	64	006-420-052-000	$24.32
30	006-420-018-000	$24.32	65	006-420-053-000	$24.32
31	006-420-019-000	$24.32	66	006-440-026-000	$24.32
32	006-420-020-000	$24.32	67	006-440-027-000	$24.32
33	006-420-021-000	$24.32	68	006-440-003-000	$24.32
34	006-420-022-000	$24.32	69	006-440-004-000	$24.32
35	006-420-023-000	$24.32	70	006-440-005-000	$24.32
36	006-420-024-000	$24.32	71	006-440-006-000	$24.32
72	006-440-007-000	$24.32	117	006-422-015-000	$24.32
73	006-440-008-000	$24.32	118	006-422-014-000	$24.32
74	006-440-009-000	$24.32	119	006-422-013-000	$24.32
75	006-440-010-000	$24.32	120	006-422-012-000	$24.32
76	006-440-011-000	$24.32	121	006-422-011-000	$24.32
77	006-441-001-000	$24.32	122	006-422-010-000	$24.32
78	006-441-002-000	$24.32	123	006-422-009-000	$24.32
79	006-440-021-000	$24.32	124	006-422-008-000	$24.32
80	006-440-020-000	$24.32	125	006-422-007-000	$24.32
81	006-440-019-000	$24.32	126	006-422-006-000	$24.32
82	006-440-025-000	$24.32	127	006-422-005-000	$24.32

Assessment Number	Assessor's Parcel Number	Assessment
83	006-440-024-000	$24.32
84	006-440-015-000	$24.32
85	006-440-014-000	$24.32
86	006-440-013-000	$24.32
87	006-440-012-000	$24.32
88	006-441-014-000	$24.32
89	006-441-013-000	$24.32
90	006-441-012-000	$24.32
91	006-441-011-000	$24.32
92	006-441-010-000	$24.32
93	006-441-009-000	$24.32
94	006-441-008-000	$24.32
95	006-441-007-000	$24.32
96	006-441-006-000	$24.32
97	006-441-005-000	$24.32
98	006-441-004-000	$24.32
99	006-441-003-000	$24.32
100	006-422-032-000	$24.32
101	006-422-031-000	$24.32
102	006-422-030-000	$24.32
103	006-422-029-000	$24.32
104	006-422-028-000	$24.32
105	006-422-027-000	$24.32
106	006-422-026-000	$24.32
107	006-422-025-000	$24.32
108	006-422-024-000	$24.32
109	006-422-023-000	$24.32
110	006-422-022-000	$24.32
111	006-422-021-000	$24.32
112	006-422-020-000	$24.32
113	006-422-019-000	$24.32
114	006-422-018-000	$24.32
115	006-422-017-000	$24.32
116	006-422-016-000	$24.32
128	006-422-004-000	$24.32
129	006-422-003-000	$24.32
130	006-422-002-000	$24.32
131	006-422-001-000	$24.32
132	006-421-014-000	$24.32
133	006-421-013-000	$24.32
134	006-421-012-000	$24.32
135	006-421-011-000	$24.32
136	006-421-010-000	$24.32
137	006-421-009-000	$24.32
138	006-421-008-000	$24.32
139	006-421-007-000	$24.32
140	006-421-006-000	$24.32
141	006-421-043-000	$24.32
142	006-421-044-000	$24.32
143	006-421-022-000	$24.32
144	006-421-021-000	$24.32
145	006-421-020-000	$24.32
146	006-421-019-000	$24.32
147	006-421-018-000	$24.32
148	006-421-017-000	$24.32
149	006-421-016-000	$24.32
150	006-421-015-000	$24.32
151	006-421-031-000	$24.32
152	006-421-030-000	$24.32
153	006-421-029-000	$24.32
154	006-421-028-000	$24.32
155	006-421-027-000	$24.32
156	006-421-026-000	$24.32
157	006-421-025-000	$24.32
158	006-421-024-000	$24.32
159	006-421-023-000	$24.32
160	006-421-003-000	$24.32
161	006-421-002-000	$24.32
162	006-421-001-000	$24.32
163	006-421-041-000	$24.32
164	006-421-040-000	$24.32
165	006-421-039-000	$24.32
166	006-421-038-000	$24.32
167	006-421-037-000	$24.32
168	006-421-036-000	$24.32
169	006-421-035-000	$24.32
170	006-421-034-000	$24.32
171	006-421-033-000	$24.32
172	006-421-032-000	$24.32
	TOTAL	$7,706.90

CITY OF MADERA

ZONE 4

2020-2021

1.	BEGINNING FUND BALANCE			$	17,633.51
2.	LANDSCAPE MAINTENANCE COSTS	$	8,664.57		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,669.02		
	b. ENGINEERING ADMINISTRATION	$	1,728.24		
	c. LEGAL ADMINISTRATION	$	139.79		
	d. FINANCE ADMINISTRATION	$	375.07		
	e. TREE TRIMMING	$	3,555.00		
	f. GAS & UTILITIES	$	1,334.34		
	g. EQUIPMENT	$	489.55		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	175.65		
	i. MADERA COUNTY PROCESSING FEES	$	171.52		
			TOTAL COSTS:	$	18,302.75
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				16,964.40
5.	TOTAL ASSESSMENT			$	17,633.64
6.	AVERAGE ASSESSMENT PER PARCEL				68.88

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 4
WESTGATE NORTHWEST 1 & 2
TOTAL ASSESSMENT:
$17,633.64

Assessment Number	Assessor's Parcel Number	Assessment
1	006-251-001-000	$68.88
2	006-251-002-000	$68.88
3	006-251-003-000	$68.88
4	006-251-004-000	$68.88
5	006-251-005-000	$68.88
6	006-251-006-000	$68.88
7	006-251-007-000	$68.88
8	006-251-008-000	$68.88
9	006-251-072-000	$68.88
10	006-251-071-000	$68.88
11	006-251-070-000	$68.88
12	006-251-013-000	$68.88
13	006-251-014-000	$68.88
14	006-251-015-000	$68.88
15	006-251-016-000	$68.88
16	006-251-069-000	$68.88
17	006-251-068-000	$68.88
18	006-251-067-000	$68.88
19	006-251-066-000	$68.88
20	006-251-022-000	$68.88
21	006-251-023-000	$68.88
22	006-251-064-000	$68.88
23	006-251-063-000	$68.88
24	006-251-062-000	$68.88
25	006-251-061-000	$68.88
26	006-251-060-000	$68.88
27	006-251-059-000	$68.88
28	006-251-058-000	$68.88
29	006-251-057-000	$68.88
30	006-251-056-000	$68.88
31	006-251-055-000	$68.88
32	006-251-054-000	$68.88
33	006-251-053-000	$68.88
34	006-251-052-000	$68.88
35	006-251-051-000	$68.88
36	006-251-050-000	$68.88
37	006-251-049-000	$68.88
38	006-251-048-000	$68.88
39	006-251-047-000	$68.88
40	006-251-046-000	$68.88
41	006-251-045-000	$68.88
42	006-251-044-000	$68.88
43	006-251-043-000	$68.88
44	006-251-042-000	$68.88
45	006-251-041-000	$68.88
46	006-251-040-000	$68.88
47	006-251-039-000	$68.88

Assessment Number	Assessor's Parcel Number	Assessment
48	006-251-038-000	$68.88
49	006-251-037-000	$68.88
50	006-251-036-000	$68.88
51	006-251-035-000	$68.88
52	006-251-034-000	$68.88
53	006-251-033-000	$68.88
54	006-251-032-000	$68.88
55	006-251-031-000	$68.88
56	006-251-030-000	$68.88
57	006-251-029-000	$68.88
58	006-251-073-000	$68.88
60	006-251-026-000	$68.88
61	006-251-025-000	$68.88
62	006-251-024-000	$68.88
63	006-252-028-000	$68.88
64	006-252-027-000	$68.88
65	006-252-026-000	$68.88
66	006-252-025-000	$68.88
67	006-252-024-000	$68.88
68	006-252-023-000	$68.88
69	006-252-022-000	$68.88
70	006-252-021-000	$68.88
71	006-252-020-000	$68.88
72	006-252-019-000	$68.88
73	006-252-018-000	$68.88
74	006-252-017-000	$68.88
75	006-252-016-000	$68.88
76	006-252-015-000	$68.88
77	006-252-036-000	$68.88
78	006-252-035-000	$68.88
79	006-252-034-000	$68.88
80	006-252-033-000	$68.88
81	006-252-032-000	$68.88
82	006-252-031-000	$68.88
83	006-252-030-000	$68.88
84	006-252-029-000	$68.88
85	006-252-044-000	$68.88
86	006-252-043-000	$68.88
87	006-252-042-000	$68.88
88	006-252-041-000	$68.88
89	006-252-040-000	$68.88
90	006-252-039-000	$68.88
91	006-252-038-000	$68.88
92	006-252-037-000	$68.88
93	006-252-014-000	$68.88
94	006-252-013-000	$68.88
95	006-252-012-000	$68.88
96	006-252-011-000	$68.88
97	006-252-010-000	$68.88
98	006-252-009-000	$68.88
99	006-252-008-000	$68.88
100	006-252-007-000	$68.88
101	006-252-006-000	$68.88
102	006-252-005-000	$68.88
103	006-252-004-000	$68.88
104	006-252-003-000	$68.88
105	006-252-002-000	$68.88

Assessment Number	Assessor's Parcel Number	Assessment
106	006-252-001-000	$68.88
107	006-253-057-000	$68.88
108	006-253-056-000	$68.88
109	006-253-055-000	$68.88
110	006-253-054-000	$68.88
111	006-253-053-000	$68.88
112	006-253-052-000	$68.88
113	006-253-051-000	$68.88
114	006-253-050-000	$68.88
115	006-253-049-000	$68.88
116	006-253-048-000	$68.88
117	006-253-047-000	$68.88
118	006-253-046-000	$68.88
119	006-253-045-000	$68.88
120	006-255-018-000	$68.88
121	006-255-017-000	$68.88
122	006-255-016-000	$68.88
123	006-255-015-000	$68.88
124	006-255-014-000	$68.88
125	006-255-013-000	$68.88
126	006-255-012-000	$68.88
127	006-255-011-000	$68.88
128	006-255-063-000	$68.88
129	006-255-062-000	$68.88
130	006-255-055-000	$68.88
131	006-255-054-000	$68.88
132	006-255-005-000	$68.88
133	006-255-004-000	$68.88
134	006-255-061-000	$68.88
135	006-254-049-000	$68.88
136	006-254-024-000	$68.88
137	006-254-023-000	$68.88
138	006-254-022-000	$68.88
139	006-254-059-000	$68.88
140	006-254-069-000	$68.88
141	006-254-068-000	$68.88
142	006-254-055-000	$68.88
143	006-254-015-000	$68.88
144	006-254-014-000	$68.88
145	006-254-013-000	$68.88
146	006-254-065-000	$68.88
147	006-254-064-000	$68.88
148	006-254-063-000	$68.88
149	006-254-062-000	$68.88
150	006-254-007-000	$68.88
151	006-254-006-000	$68.88
152	006-254-005-000	$68.88
153	006-254-004-000	$68.88
154	006-254-003-000	$68.88
155	006-254-002-000	$68.88
156	006-254-001-000	$68.88
157	006-254-037-000	$68.88
158	006-254-036-000	$68.88
159	006-254-035-000	$68.88
160	006-254-067-000	$68.88
161	006-254-066-000	$68.88
162	006-254-031-000	$68.88
163	006-254-054-000	$68.88
164	006-254-053-000	$68.88
165	006-254-052-000	$68.88
166	006-254-051-000	$68.88

Assessment Number	Assessor's Parcel Number	Assessment
167	006-254-050-000	$68.88
168	006-255-068-000	$68.88
169	006-255-067-000	$68.88
170	006-255-066-000	$68.88
171	006-255-065-000	$68.88
172	006-255-064-000	$68.88
173	006-255-045-000	$68.88
174	006-255-044-000	$68.88
175	006-255-043-000	$68.88
176	006-255-042-000	$68.88
177	006-255-041-000	$68.88
178	006-255-040-000	$68.88
179	006-255-039-000	$68.88
180	006-255-038-000	$68.88
181	006-255-037-000	$68.88
182	006-255-036-000	$68.88
183	006-255-035-000	$68.88
184	006-255-034-000	$68.88
185	006-254-042-000	$68.88
186	006-254-041-000	$68.88
187	006-254-040-000	$68.88
188	006-254-039-000	$68.88
189	006-254-038-000	$68.88
190	006-254-047-000	$68.88
191	006-254-046-000	$68.88
192	006-254-045-000	$68.88
193	006-254-044-000	$68.88
194	006-254-043-000	$68.88
195	006-255-033-000	$68.88
196	006-255-032-000	$68.88
197	006-255-031-000	$68.88
198	006-255-030-000	$68.88
199	006-255-071-000	$68.88
200	006-255-070-000	$68.88
201	006-255-069-000	$68.88
202	006-255-025-000	$68.88
203	006-255-060-000	$68.88
204	006-255-059-000	$68.88
205	006-255-058-000	$68.88
206	006-255-020-000	$68.88
207	006-255-019-000	$68.88
208	006-253-044-000	$68.88
209	006-253-043-000	$68.88
210	006-253-042-000	$68.88
211	006-253-041-000	$68.88
212	006-253-040-000	$68.88
213	006-253-039-000	$68.88
214	006-253-038-000	$68.88
215	006-253-037-000	$68.88
216	006-253-036-000	$68.88
217	006-253-034-000	$68.88
218	006-253-033-000	$68.88
219	006-253-032-000	$68.88
220	006-253-031-000	$68.88
221	006-253-030-000	$68.88
222	006-253-029-000	$68.88
223	006-253-028-000	$68.88
224	006-253-027-000	$68.88
225	006-253-026-000	$68.88
226	006-253-025-000	$68.88
227	006-253-024-000	$68.88
228	006-253-023-000	$68.88
229	006-253-022-000	$68.88
230	006-253-021-000	$68.88
231	006-253-020-000	$68.88

Assessment Number	Assessor's Parcel Number	Assessment		
232	006-253-019-000	$68.88		
233	006-253-001-000	$68.88		
234	006-253-002-000	$68.88		
235	006-253-003-000	$68.88		
236	006-253-004-000	$68.88		
237	006-253-005-000	$68.88		
238	006-253-059-000	$68.88		
239	006-253-060-000	$68.88		
240	006-253-008-000	$68.88		
241	006-253-009-000	$68.88		
242	006-253-010-000	$68.88		
243	006-253-011-000	$68.88		
244	006-253-012-000	$68.88		
245	006-253-013-000	$68.88		
246	006-253-014-000	$68.88		
247	006-253-015-000	$68.88		
248	006-253-016-000	$68.88		
249	006-253-017-000	$68.88		
250	006-253-018-000	$68.88		
251	006-253-035-000	$68.88		
252	006-360-043-000	$68.88	*	Cloeters
253	006-360-044-000	$68.88	*	Cloeters
254	006-360-045-000	$68.88	*	Cloeters
255	006-360-046-000	$68.88	*	Cloeters
256	006-360-047-000	$68.88	*	Cloeters

TOTAL: **$17,564.76**

***DIRECT BILL:** **$344.41**

TOTAL TO COUNTY: **$17,220.35**

CITY OF MADERA

ZONE 6A

2020-2021

1.	BEGINNING FUND BALANCE			$	22,408.15
2.	LANDSCAPE MAINTENANCE COSTS	$	8,426.46		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,667.98		
	b. ENGINEERING ADMINISTRATION	$	776.24		
	c. LEGAL ADMINISTRATION	$	62.79		
	d. FINANCE ADMINISTRATION	$	168.46		
	e. TREE TRIMMING	$	1,305.00		
	f. GAS & UTILITIES	$	2,059.54		
	g. EQUIPMENT	$	638.52		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	176.69		
	i. MADERA COUNTY PROCESSING FEES	$	73.70		
			TOTAL COSTS:	$	15,355.37
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				20,958.52
5.	TOTAL ASSESSMENT			$	13,905.74
6.	AVERAGE ASSESSMENT PER PARCEL			$	126.42

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 6A
WOODLAND HILLS/BASILA
TOTAL ASSESSMENT:
$13,905.74

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-300-009-000	$126.42	36	009-400-034-000	$126.42
2	009-300-010-000	$126.42	37	009-400-035-000	$126.42
3	009-400-001-000	$126.42	38	009-400-036-000	$126.42
4	009-400-002-000	$126.42	39	009-421-001-000	$126.42
5	009-400-003-000	$126.42	40	009-421-002-000	$126.42
6	009-400-004-000	$126.42	41	009-421-003-000	$126.42
7	009-400-005-000	$126.42	42	009-421-004-000	$126.42
8	009-400-006-000	$126.42	43	009-421-005-000	$126.42
9	009-400-007-000	$126.42	44	009-421-006-000	$126.42
10	009-400-008-000	$126.42	45	009-421-007-000	$126.42
11	009-400-009-000	$126.42	46	009-421-008-000	$126.42
12	009-400-010-000	$126.42	47	009-421-009-000	$126.42
13	009-400-011-000	$126.42	48	009-421-010-000	$126.42
14	009-400-012-000	$126.42	49	009-421-011-000	$126.42
15	009-400-013-000	$126.42	50	009-421-012-000	$126.42
16	009-400-014-000	$126.42	51	009-421-013-000	$126.42
17	009-400-015-000	$126.42	52	009-421-014-000	$126.42
18	009-400-016-000	$126.42	53	009-421-015-000	$126.42
19	009-400-017-000	$126.42	54	009-421-016-000	$126.42
20	009-400-018-000	$126.42	55	009-421-017-000	$126.42
21	009-400-019-000	$126.42	56	009-421-018-000	$126.42
22	009-400-020-000	$126.42	57	009-421-019-000	$126.42
23	009-400-021-000	$126.42	58	009-421-020-000	$126.42
24	009-400-022-000	$126.42	59	009-421-021-000	$126.42
25	009-400-023-000	$126.42	60	009-421-022-000	$126.42
26	009-400-024-000	$126.42	61	009-421-023-000	$126.42
27	009-400-025-000	$126.42	62	009-422-001-000	$126.42
28	009-400-026-000	$126.42	63	009-422-002-000	$126.42
29	009-400-027-000	$126.42	64	009-422-003-000	$126.42
30	009-400-028-000	$126.42	65	009-422-004-000	$126.42
31	009-400-029-000	$126.42	66	009-422-005-000	$126.42
32	009-400-030-000	$126.42	67	009-422-006-000	$126.42
33	009-400-031-000	$126.42	68	009-422-007-000	$126.42
34	009-400-032-000	$126.42	69	009-422-008-000	$126.42
35	009-400-033-000	$126.42	70	009-422-009-000	$126.42

Assessment Number	Assessor's Parcel Number	Assessment
71	009-422-010-000	$126.42
72	009-422-011-000	$126.42
73	009-422-012-000	$126.42
74	009-422-013-000	$126.42
75	009-423-001-000	$126.42
76	009-423-002-000	$126.42
77	009-423-003-000	$126.42
78	009-423-004-000	$126.42
79	009-423-005-000	$126.42
80	009-423-006-000	$126.42
81	009-423-007-000	$126.42
82	009-423-008-000	$126.42
83	009-423-009-000	$126.42
84	009-423-010-000	$126.42
85	009-423-011-000	$126.42
86	009-423-012-000	$126.42
87	009-423-013-000	$126.42
88	009-423-014-000	$126.42
89	009-423-015-000	$126.42
90	009-423-016-000	$126.42
91	009-423-017-000	$126.42
92	009-423-018-000	$126.42
93	009-423-019-000	$126.42
94	009-423-020-000	$126.42
95	009-423-021-000	$126.42
96	009-423-022-000	$126.42
97	009-423-023-000	$126.42
98	009-423-024-000	$126.42
99	009-423-025-000	$126.42
100	009-423-026-000	$126.42
101	009-423-027-000	$126.42
102	009-423-028-000	$126.42
103	009-423-029-000	$126.42
104	009-423-030-000	$126.42
105	009-423-031-000	$126.42
106	009-423-032-000	$126.42
107	009-423-033-000	$126.42
108	009-423-034-000	$126.42
109	009-423-035-000	$126.42
110	009-423-036-000	$126.42
	TOTAL	**$13,905.74**

Assessment Number	Assessor's Parcel Number	Assessment

CITY OF MADERA

ZONE 6B

2020-2021

1.	BEGINNING FUND BALANCE			$	1,949.00
2.	LANDSCAPE MAINTENANCE COSTS	$	4,948.51		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	953.61		
	b. ENGINEERING ADMINISTRATION	$	965.33		
	c. LEGAL ADMINISTRATION	$	78.08		
	d. FINANCE ADMINISTRATION	$	209.50		
	e. TREE TRIMMING	$	833.00		
	f. GAS & UTILITIES	$	584.84		
	g. EQUIPMENT	$	316.48		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	70.68		
	i. MADERA COUNTY PROCESSING FEES	$	93.13		
			TOTAL COSTS:	$	9,053.17
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,135.75
5.	TOTAL ASSESSMENT			$	8,239.92
6.	AVERAGE ASSESSMENT PER PARCEL			$	59.28

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 6B
SUNSET SOUTHWEST 1, 2, 3, 4, & 5
TOTAL ASSESSMENT:
$8,239.92

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-390-002-000	$59.28	36	009-390-040-000	$59.28
2	009-390-003-000	$59.28	37	009-390-041-000	$59.28
3	009-390-004-000	$59.28	38	009-390-042-000	$59.28
4	009-390-005-000	$59.28	39	009-390-043-000	$59.28
5	009-390-006-000	$59.28	40	009-390-044-000	$59.28
6	009-390-007-000	$59.28	41	009-390-045-000	$59.28
7	009-390-008-000	$59.28	42	009-390-046-000	$59.28
8	009-390-009-000	$59.28	43	009-390-047-000	$59.28
9	009-390-010-000	$59.28	44	009-390-048-000	$59.28
10	009-390-011-000	$59.28	45	009-390-049-000	$59.28
11	009-390-012-000	$59.28	46	009-390-050-000	$59.28
12	009-390-013-000	$59.28	47	009-390-051-000	$59.28
13	009-390-014-000	$59.28	48	009-390-052-000	$59.28
14	009-390-015-000	$59.28	49	009-390-053-000	$59.28
15	009-390-016-000	$59.28	50	009-390-054-000	$59.28
16	009-390-017-000	$59.28	51	009-390-055-000	$59.28
17	009-390-018-000	$59.28	52	009-390-056-000	$59.28
18	009-390-019-000	$59.28	53	009-390-057-000	$59.28
19	009-390-020-000	$59.28	54	009-390-058-000	$59.28
20	009-390-021-000	$59.28	55	009-390-061-000	$59.28
21	009-390-022-000	$59.28	56	009-390-062-000	$59.28
22	009-390-023-000	$59.28	57	009-390-063-000	$59.28
23	009-390-024-000	$59.28	58	009-390-064-000	$59.28
24	009-390-025-000	$59.28	59	009-390-065-000	$59.28
25	009-390-026-000	$59.28	60	009-390-066-000	$59.28
26	009-390-027-000	$59.28	61	009-390-067-000	$59.28
27	009-390-031-000	$59.28	62	009-390-068-000	$59.28
28	009-390-032-000	$59.28	63	009-390-069-000	$59.28
29	009-390-033-000	$59.28	64	009-390-070-000	$59.28
30	009-390-034-000	$59.28	65	009-390-071-000	$59.28
31	009-390-035-000	$59.28	66	009-390-072-000	$59.28
32	009-390-036-000	$59.28	67	009-390-073-000	$59.28
33	009-390-037-000	$59.28	68	009-390-074-000	$59.28
34	009-390-038-000	$59.28	69	009-390-075-000	$59.28
35	009-390-039-000	$59.28	70	009-390-076-000	$59.28

Assessment Number	Assessor's Parcel Number	Assessment
71	009-390-077-000	$59.28
72	009-390-078-000	$59.28
73	009-390-079-000	$59.28
74	009-390-080-000	$59.28
75	009-390-081-000	$59.28
76	009-390-082-000	$59.28
77	009-390-083-000	$59.28
78	009-390-084-000	$59.28
79	009-390-085-000	$59.28
80	009-390-086-000	$59.28
81	009-390-087-000	$59.28
82	009-390-088-000	$59.28
83	009-430-001-000	$59.28
84	009-430-002-000	$59.28
85	009-430-003-000	$59.28
86	009-430-004-000	$59.28
87	009-430-005-000	$59.28
88	009-430-006-000	$59.28
89	009-430-007-000	$59.28
90	009-430-008-000	$59.28
91	009-430-009-000	$59.28
92	009-430-010-000	$59.28
93	009-430-011-000	$59.28
94	009-430-012-000	$59.28
95	009-430-013-000	$59.28
96	009-430-014-000	$59.28
97	009-430-015-000	$59.28
98	009-430-016-000	$59.28
99	009-430-017-000	$59.28
100	009-430-018-000	$59.28
101	009-430-019-000	$59.28
102	009-430-020-000	$59.28
103	009-430-021-000	$59.28
104	009-430-022-000	$59.28
105	009-430-023-000	$59.28
106	009-430-024-000	$59.28
107	009-430-025-000	$59.28
108	009-430-026-000	$59.28
109	009-430-029-000	$59.28
110	009-430-032-000	$59.28
111	009-430-034-000	$59.28
112	009-430-035-000	$59.28
113	009-430-036-000	$59.28
114	009-430-037-000	$59.28
115	009-430-038-000	$59.28
116	009-430-039-000	$59.28
117	009-430-040-000	$59.28
118	009-430-041-000	$59.28
119	009-430-042-000	$59.28
120	009-430-043-000	$59.28
121	009-430-044-000	$59.28
122	009-430-045-000	$59.28
123	009-430-046-000	$59.28
124	009-430-047-000	$59.28
125	009-430-048-000	$59.28
126	009-430-049-000	$59.28
127	009-430-050-000	$59.28
128	009-430-051-000	$59.28
129	009-430-052-000	$59.28
130	009-430-053-000	$59.28
131	009-430-054-000	$59.28
132	009-430-055-000	$59.28
133	009-430-056-000	$59.28
134	009-430-057-000	$59.28
135	009-430-058-000	$59.28
136	009-430-059-000	$59.28
137	009-430-060-000	$59.28
138	009-430-061-000	$59.28
139	009-430-062-000	$59.28
	TOTAL	$8,239.92

CITY OF MADERA

ZONE 7

2020-2021

1.	BEGINNING FUND BALANCE	(CREDIT/DEBIT)			$	(4,080.02)
2.	LANDSCAPE MAINTENANCE COSTS		$	1,874.02		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	904.81		
	b.	ENGINEERING ADMINISTRATION	$	971.85		
	c.	LEGAL ADMINISTRATION	$	78.61		
	d.	FINANCE ADMINISTRATION	$	210.91		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	544.28		
	g.	EQUIPMENT	$	142.01		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	175.93		
	i.	MADERA COUNTY PROCESSING FEES	$	93.80		
				TOTAL COSTS:	$	4,996.23
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(5,604.25)
5.	TOTAL ASSESSMENT				$	3,472.00
6.	AVERAGE ASSESSMENT PER PARCEL				$	24.80

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 7 - TOWN & COUNTRY ESTATES

TOTAL ASSESSMENT:
$3,472.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-370-001-000	$24.80	36	009-370-036-000	$24.80
2	009-370-002-000	$24.80	37	009-370-037-000	$24.80
3	009-370-003-000	$24.80	38	009-370-038-000	$24.80
4	009-370-004-000	$24.80	39	009-370-039-000	$24.80
5	009-370-005-000	$24.80	40	009-370-040-000	$24.80
6	009-370-006-000	$24.80	41	009-370-041-000	$24.80
7	009-370-007-000	$24.80	42	009-370-042-000	$24.80
8	009-370-008-000	$24.80	43	009-370-043-000	$24.80
9	009-370-009-000	$24.80	44	009-370-044-000	$24.80
10	009-370-010-000	$24.80	45	009-370-045-000	$24.80
11	009-370-011-000	$24.80	46	009-370-046-000	$24.80
12	009-370-012-000	$24.80	47	009-370-047-000	$24.80
13	009-370-013-000	$24.80	48	009-370-048-000	$24.80
14	009-370-014-000	$24.80	49	009-370-049-000	$24.80
15	009-370-015-000	$24.80	50	009-370-050-000	$24.80
16	009-370-016-000	$24.80	51	009-370-051-000	$24.80
17	009-370-017-000	$24.80	52	009-370-052-000	$24.80
18	009-370-018-000	$24.80	53	009-370-053-000	$24.80
19	009-370-019-000	$24.80	54	009-370-054-000	$24.80
20	009-370-020-000	$24.80	55	009-380-001-000	$24.80
21	009-370-021-000	$24.80	56	009-380-002-000	$24.80
22	009-370-022-000	$24.80	57	009-380-003-000	$24.80
23	009-370-023-000	$24.80	58	009-380-004-000	$24.80
24	009-370-024-000	$24.80	59	009-380-005-000	$24.80
25	009-370-025-000	$24.80	60	009-380-006-000	$24.80
26	009-370-026-000	$24.80	61	009-380-007-000	$24.80
27	009-370-027-000	$24.80	62	009-380-008-000	$24.80
28	009-370-028-000	$24.80	63	009-380-009-000	$24.80
29	009-370-029-000	$24.80	64	009-380-010-000	$24.80
30	009-370-030-000	$24.80	65	009-380-011-000	$24.80
31	009-370-031-000	$24.80	66	009-380-012-000	$24.80
32	009-370-032-000	$24.80	67	009-380-013-000	$24.80
33	009-370-033-000	$24.80	68	009-380-014-000	$24.80
34	009-370-034-000	$24.80	69	009-380-015-000	$24.80
35	009-370-035-000	$24.80	70	009-380-016-000	$24.80

Assessment Number	Assessor's Parcel Number	Assessment
71	009-380-017-000	$24.80
72	009-380-018-000	$24.80
73	009-380-019-000	$24.80
74	009-380-020-000	$24.80
75	009-380-021-000	$24.80
76	009-380-022-000	$24.80
77	009-380-023-000	$24.80
78	009-380-024-000	$24.80
79	009-380-025-000	$24.80
80	009-380-026-000	$24.80
81	009-380-027-000	$24.80
82	009-380-028-000	$24.80
83	009-380-029-000	$24.80
84	009-380-030-000	$24.80
85	009-380-031-000	$24.80
86	009-380-032-000	$24.80
87	009-380-033-000	$24.80
88	009-380-034-000	$24.80
89	009-380-035-000	$24.80
90	009-380-036-000	$24.80
91	009-380-037-000	$24.80
92	009-380-038-000	$24.80
93	009-380-039-000	$24.80
94	009-380-040-000	$24.80
95	009-380-041-000	$24.80
96	009-380-042-000	$24.80
97	009-380-043-000	$24.80
98	009-380-044-000	$24.80
99	009-380-045-000	$24.80
100	009-380-046-000	$24.80
101	009-380-047-000	$24.80
102	009-380-048-000	$24.80
103	009-380-049-000	$24.80
104	009-380-050-000	$24.80
105	009-380-051-000	$24.80
106	009-380-052-000	$24.80
107	009-380-053-000	$24.80
108	009-380-054-000	$24.80
109	009-380-055-000	$24.80
110	009-380-056-000	$24.80
111	009-380-057-000	$24.80
112	009-380-058-000	$24.80
113	009-380-059-000	$24.80
114	009-380-060-000	$24.80
115	009-380-061-000	$24.80
116	009-380-062-000	$24.80
117	009-380-063-000	$24.80
118	009-380-064-000	$24.80
119	009-380-065-000	$24.80
120	009-380-066-000	$24.80
121	009-380-067-000	$24.80
122	009-380-068-000	$24.80
123	009-380-069-000	$24.80
124	009-380-070-000	$24.80
125	009-380-071-000	$24.80
126	009-380-072-000	$24.80
127	009-380-073-000	$24.80
128	009-380-074-000	$24.80
129	009-380-075-000	$24.80
130	009-380-076-000	$24.80
131	009-380-077-000	$24.80
132	009-380-078-000	$24.80
133	009-380-079-000	$24.80
134	009-380-080-000	$24.80
135	009-380-081-000	$24.80
136	009-380-082-000	$24.80
137	009-380-083-000	$24.80
138	009-370-058-000	$24.80
139	009-370-059-000	$24.80
140	009-370-060-000	$24.80
	TOTAL	$3,472.00

CITY OF MADERA

ZONE 8

2020-2021

1.	BEGINNING FUND BALANCE			$	605.06
2.	LANDSCAPE MAINTENANCE COSTS	$	551.18		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	739.49		
	b. ENGINEERING ADMINISTRATION	$	1,402.21		
	c. LEGAL ADMINISTRATION	$	113.42		
	d. FINANCE ADMINISTRATION	$	304.31		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	1,222.59		
	g. EQUIPMENT	$	142.01		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	70.68		
	i. MADERA COUNTY PROCESSING FEES	$	138.02		
			TOTAL COSTS:	$	4,683.91
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				623.63
5.	TOTAL ASSESSMENT			$	4,702.48
6.	AVERAGE ASSESSMENT PER PARCEL			$	22.83

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 8 - VINEYARD ESTATES 2, 3, 4, & 5

TOTAL ASSESSMENT:
$4,702.48

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
1	012-310-001-000	$18.16	HA - Madera	36	012-310-036-000	$18.16
2	012-310-002-000	$18.16		37	012-310-037-000	$18.16
3	012-310-003-000	$18.16		38	012-310-038-000	$18.16
4	012-310-004-000	$18.16		39	012-310-039-000	$18.16
5	012-310-005-000	$18.16		40	012-310-040-000	$18.16
6	012-310-006-000	$18.16		41	012-310-041-000	$18.16
7	012-310-007-000	$18.16		42	012-310-042-000	$18.16
8	012-310-008-000	$18.16		43	012-310-043-000	$18.16
9	012-310-009-000	$18.16		44	012-310-044-000	$18.16
10	012-310-010-000	$18.16		45	012-310-045-000	$18.16
11	012-310-011-000	$18.16		46	012-310-046-000	$18.16
12	012-310-012-000	$18.16		47	012-310-047-000	$18.16
13	012-310-013-000	$18.16		48	012-310-048-000	$18.16
14	012-310-014-000	$18.16		49	012-310-049-000	$18.16
15	012-310-015-000	$18.16		50	012-310-050-000	$18.16
16	012-310-016-000	$18.16		51	012-310-054-000	$18.16
17	012-310-017-000	$18.16		52	012-320-003-000	$199.60
18	012-310-018-000	$18.16		53	012-320-005-000	$154.46
19	012-310-019-000	$18.16		54	012-330-073-000	$18.16
20	012-310-020-000	$18.16		55	012-311-001-000	$18.16
21	012-310-021-000	$18.16		56	012-311-002-000	$18.16
22	012-310-022-000	$18.16	HA - Madera	57	012-311-003-000	$18.16
23	012-310-023-000	$18.16		58	012-311-004-000	$18.16
24	012-310-024-000	$18.16		59	012-311-005-000	$18.16
25	012-310-025-000	$18.16		60	012-311-006-000	$18.16
26	012-310-026-000	$18.16		61	012-311-007-000	$18.16
27	012-310-027-000	$18.16		62	012-311-008-000	$18.16
28	012-310-028-000	$18.16		63	012-311-009-000	$18.16
29	012-310-029-000	$18.16		64	012-311-010-000	$18.16
30	012-310-030-000	$18.16		65	012-311-011-000	$18.16
31	012-310-031-000	$18.16		66	012-311-012-000	$18.16
32	012-310-032-000	$18.16		67	012-311-013-000	$18.16
33	012-310-033-000	$18.16		68	012-311-014-000	$18.16
34	012-310-034-000	$18.16		69	012-311-015-000	$18.16
35	012-310-035-000	$18.16		70	012-311-016-000	$18.16

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
71	012-311-017-000	$18.16		116	012-340-034-000	$18.16
72	012-311-018-000	$18.16		117	012-340-035-000	$18.16
73	012-311-019-000	$18.16		118	012-340-036-000	$18.16
74	012-311-020-000	$18.16		119	012-340-037-000	$18.16
75	012-311-021-000	$18.16		120	012-340-038-000	$18.16
76	012-311-022-000	$18.16		121	012-340-039-000	$18.16
77	012-311-023-000	$18.16		122	012-340-040-000	$18.16
78	012-311-024-000	$18.16		123	012-340-041-000	$18.16
79	012-311-025-000	$18.16		124	012-340-042-000	$18.16
80	012-311-026-000	$18.16		125	012-340-043-000	$18.16
81	012-311-027-000	$18.16		126	012-340-044-000	$18.16
82	012-311-028-000	$18.16		127	012-340-045-000	$18.16
83	012-311-029-000	$18.16		128	012-340-046-000	$18.16
84	012-311-030-000	$18.16	HA - Madera	129	012-340-047-000	$18.16
85	012-340-003-000	$18.16		130	012-340-048-000	$18.16
86	012-340-004-000	$18.16		131	012-330-013-000	$18.16
87	012-340-005-000	$18.16		132	012-330-012-000	$18.16
88	012-340-006-000	$18.16		133	012-330-011-000	$18.16
89	012-340-007-000	$18.16		134	012-330-010-000	$18.16
90	012-340-008-000	$18.16		135	012-330-009-000	$18.16
91	012-340-009-000	$18.16		136	012-330-008-000	$18.16
92	012-340-010-000	$18.16		137	012-330-007-000	$18.16
93	012-340-011-000	$18.16		138	012-330-006-000	$18.16
94	012-340-012-000	$18.16		139	012-330-021-000	$18.16
95	012-340-013-000	$18.16		140	012-330-020-000	$18.16
96	012-340-014-000	$18.16		141	012-330-019-000	$18.16
97	012-340-015-000	$18.16		142	012-330-018-000	$18.16
98	012-340-016-000	$18.16		143	012-330-017-000	$18.16
99	012-340-017-000	$18.16		144	012-330-016-000	$18.16
100	012-340-018-000	$18.16		145	012-330-015-000	$18.16
101	012-340-019-000	$18.16		146	012-330-014-000	$18.16
102	012-340-020-000	$18.16		147	012-330-028-000	$18.16
103	012-340-021-000	$18.16		148	012-330-027-000	$18.16
104	012-340-022-000	$18.16		149	012-330-026-000	$18.16
105	012-340-023-000	$18.16		150	012-330-025-000	$18.16

Assessment Number	Assessor's Parcel Number	Assessment
106	012-340-024-000	$18.16
107	012-340-025-000	$18.16
108	012-340-026-000	$18.16
109	012-340-027-000	$18.16
110	012-340-028-000	$18.16
111	012-340-029-000	$18.16
112	012-340-030-000	$18.16
113	012-340-031-000	$18.16
114	012-340-032-000	$18.16
115	012-340-033-000	$18.16
161	012-330-043-000	$18.16
162	012-330-035-000	$18.16
163	012-330-034-000	$18.16
164	012-330-033-000	$18.16
165	012-330-032-000	$18.16
166	012-330-031-000	$18.16
167	012-330-030-000	$18.16
168	012-330-029-000	$18.16
169	012-330-072-000	$18.16
170	012-330-071-000	$18.16
171	012-330-070-000	$18.16
172	012-330-069-000	$18.16
173	012-330-068-000	$18.16
174	012-330-067-000	$18.16
175	012-330-066-000	$18.16
176	012-330-045-000	$18.16
177	012-330-046-000	$18.16
178	012-330-047-000	$18.16
179	012-330-048-000	$18.16
180	012-330-049-000	$18.16
181	012-330-065-000	$18.16
182	012-330-064-000	$18.16
183	012-330-063-000	$18.16
184	012-330-062-000	$18.16
185	012-330-061-000	$18.16
186	012-330-060-000	$18.16
187	012-330-059-000	$18.16
188	012-330-058-000	$18.16
189	012-330-057-000	$18.16
190	012-330-056-000	$18.16

Assessment Number	Assessor's Parcel Number	Assessment
151	012-330-024-000	$18.16
152	012-330-023-000	$18.16
153	012-330-022-000	$18.16
154	012-330-036-000	$18.16
155	012-330-037-000	$18.16
156	012-330-038-000	$18.16
157	012-330-039-000	$18.16
158	012-330-040-000	$18.16
159	012-330-041-000	$18.16
160	012-330-042-000	$18.16

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
191	012-330-055-000	$18.16			
192	012-330-054-000	$18.16			
193	012-330-053-000	$18.16			
194	012-330-052-000	$18.16			
195	012-330-051-000	$18.16			
196	012-330-050-000	$18.16			
197	012-312-001-000	$20.18			
198	012-312-002-000	$20.18			
199	012-312-003-000	$20.18			
200	012-312-004-000	$20.18			
201	012-312-005-000	$20.18			
202	012-312-006-000	$20.18			
203	012-312-007-000	$20.18			
204	012-312-008-000	$20.18			
205	012-312-009-000	$20.18			
206	012-320-006-000	$643.76			
	TOTAL	$4,702.48			

To be billed via A/R
54.48

Total to County Assessor
$4,648.00

CITY OF MADERA

ZONE 9

2020-2021

1.	BEGINNING FUND BALANCE			$	(597.07)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,372.44		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	440.78		
	b. ENGINEERING ADMINISTRATION	$	502.37		
	c. LEGAL ADMINISTRATION	$	40.63		
	d. FINANCE ADMINISTRATION	$	109.03		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	158.57		
	g. EQUIPMENT	$	137.45		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	106.01		
	i. MADERA COUNTY PROCESSING FEES	$	45.56		
			TOTAL COSTS:	$	2,912.84
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,259.11)
5.	TOTAL ASSESSMENT			$	2,250.80
6.	AVERAGE ASSESSMENT PER PARCEL			$	33.10

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 9 - ORCHARD ESTATES

TOTAL ASSESSMENT:
$2,250.80

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-133-040-000	$33.10	36	012-350-034-000	$33.10
2	012-133-041-000	$33.10	37	012-350-035-000	$33.10
3	012-350-001-000	$33.10	38	012-350-036-000	$33.10
4	012-350-002-000	$33.10	39	012-350-037-000	$33.10
5	012-350-003-000	$33.10	40	012-350-038-000	$33.10
6	012-350-004-000	$33.10	41	012-350-039-000	$33.10
7	012-350-005-000	$33.10	42	012-350-040-000	$33.10
8	012-350-006-000	$33.10	43	012-350-041-000	$33.10
9	012-350-007-000	$33.10	44	012-350-042-000	$33.10
10	012-350-008-000	$33.10	45	012-350-043-000	$33.10
11	012-350-009-000	$33.10	46	012-350-044-000	$33.10
12	012-350-010-000	$33.10	47	012-350-045-000	$33.10
13	012-350-011-000	$33.10	48	012-350-046-000	$33.10
14	012-350-012-000	$33.10	49	012-350-047-000	$33.10
15	012-350-013-000	$33.10	50	012-350-048-000	$33.10
16	012-350-014-000	$33.10	51	012-350-049-000	$33.10
17	012-350-015-000	$33.10	52	012-350-050-000	$33.10
18	012-350-016-000	$33.10	53	012-350-051-000	$33.10
19	012-350-017-000	$33.10	54	012-350-052-000	$33.10
20	012-350-018-000	$33.10	55	012-350-053-000	$33.10
21	012-350-019-000	$33.10	56	012-350-054-000	$33.10
22	012-350-020-000	$33.10	57	012-350-057-000	$33.10
23	012-350-021-000	$33.10	58	012-350-058-000	$33.10
24	012-350-022-000	$33.10	59	012-350-059-000	$33.10
25	012-350-023-000	$33.10	60	012-350-060-000	$33.10
26	012-350-024-000	$33.10	61	012-350-061-000	$33.10
27	012-350-025-000	$33.10	62	012-350-062-000	$33.10
28	012-350-026-000	$33.10	63	012-350-063-000	$33.10
29	012-350-027-000	$33.10	64	012-350-064-000	$33.10
30	012-350-028-000	$33.10	65	012-350-065-000	$33.10
31	012-350-029-000	$33.10	66	012-350-066-000	$33.10
32	012-350-030-000	$33.10	67	012-350-067-000	$33.10
33	012-350-031-000	$33.10	68	012-350-068-000	$33.10
34	012-350-032-000	$33.10			
35	012-350-033-000	$33.10		TOTAL	$2,250.80

CITY OF MADERA

ZONE 10A

2020-2021

1.	BEGINNING FUND BALANCE			$	(2,170.01)
2.	LANDSCAPE MAINTENANCE COSTS	$	0.00		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	456.91		
	b. ENGINEERING ADMINISTRATION	$	137.22		
	c. LEGAL ADMINISTRATION	$	11.10		
	d. FINANCE ADMINISTRATION	$	29.78		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	171.98		
	g. EQUIPMENT	$	167.07		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
	i. MADERA COUNTY PROCESSING FEES	$	8.04		
			TOTAL COSTS:	$	974.06
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,831.27)
5.	TOTAL ASSESSMENT			$	320.84
6.	AVERAGE ASSESSMENT PER PARCEL			$	26.74

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10A - VENTURI SUBDIVISION

TOTAL ASSESSMENT:
$320.84

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-460-040-000	$24.68			
2	006-460-041-000	$24.68			
3	006-460-009-000	$24.68			
4	006-460-010-000	$24.68			
5	006-460-011-000	$24.68			
6	006-460-012-000	$24.68			
7	006-460-013-000	$24.68			
8	006-460-014-000	$24.68			
9	006-460-015-000	$24.68			
10	006-460-016-000	$24.68			
11	006-460-017-000	$24.68			
12	006-460-039-000	$49.36			
	TOTAL	$320.84			

CITY OF MADERA

ZONE 10B

2020-2021

1.	BEGINNING FUND BALANCE				$	1,555.70
2.	LANDSCAPE MAINTENANCE COSTS		$	33.18		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	260.01		
	b.	ENGINEERING ADMINISTRATION	$	371.96		
	c.	LEGAL ADMINISTRATION	$	30.09		
	d.	FINANCE ADMINISTRATION	$	80.72		
	e.	TREE TRIMMING	$	135.00		
	f.	GAS & UTILITIES	$	2.63		
	g.	EQUIPMENT	$	2.89		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	4.22		
	i.	MADERA COUNTY PROCESSING FEES	$	32.16		
				TOTAL COSTS:	$	952.87
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,444.28
5.	TOTAL ASSESSMENT				$	841.45
6.	AVERAGE ASSESSMENT PER PARCEL				$	17.53

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10B - PEBBLE BEACH I & II

TOTAL ASSESSMENT:
$841.45

Assessment Number	Assessor's Parcel Number	Assessment
1	006-460-024-000	$17.90
2	006-460-025-000	$17.90
3	006-460-026-000	$17.90
4	006-460-027-000	$17.90
5	006-460-028-000	$17.90
6	006-460-029-000	$17.90
7	006-460-030-000	$17.90
8	006-460-031-000	$17.90
9	006-491-001-000	$17.90
10	006-491-002-000	$17.90
11	006-491-003-000	$17.90
12	006-491-004-000	$17.90
13	006-491-005-000	$17.90
14	006-491-006-000	$17.90
15	006-491-007-000	$17.90
16	006-491-008-000	$17.90
17	006-491-009-000	$17.90
18	006-491-010-000	$17.90
19	006-491-011-000	$17.90
20	006-491-012-000	$17.90
21	006-491-013-000	$17.90
22	006-491-014-000	$17.90
23	006-491-015-000	$17.90
24	006-491-016-000	$17.90
25	006-491-017-000	$17.90
26	006-491-018-000	$17.90
27	006-492-001-000	$17.90
28	006-492-025-000	$17.90
29		$0.00
30	006-492-004-000	$17.90
31	006-492-005-000	$17.90
32	00-6492-006-000	$17.90
33	006-492-007-000	$17.90
34	006-492-008-000	$17.90
35	006-492-009-000	$17.90
36	006-492-010-000	$17.90
37	006-492-011-000	$17.90
38	006-492-012-000	$17.90
39	006-492-013-000	$17.90
40	006-492-014-000	$17.90
41	006-492-015-000	$17.90
42	006-492-016-000	$17.90
43	006-492-017-000	$17.90
44	006-492-018-000	$17.90
45	006-492-019-000	$17.90
46	006-492-020-000	$17.90
47	006-492-021-000	$17.90
48	006-492-022-000	$17.90
	TOTAL	$841.45

CITY OF MADERA

ZONE 10C

2020-2021

1.	BEGINNING FUND BALANCE			$	965.74
2.	LANDSCAPE MAINTENANCE COSTS	$	330.65		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	281.70		
	b. ENGINEERING ADMINISTRATION	$	385.00		
	c. LEGAL ADMINISTRATION	$	31.14		
	d. FINANCE ADMINISTRATION	$	83.55		
	e. TREE TRIMMING	$	135.00		
	f. GAS & UTILITIES	$	24.12		
	g. EQUIPMENT	$	38.43		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	38.84		
	i. MADERA COUNTY PROCESSING FEES	$	33.50		
			TOTAL COSTS:	$	1,381.95
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				817.79
5.	TOTAL ASSESSMENT			$	1,234.00
6.	AVERAGE ASSESSMENT PER PARCEL				24.68

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10C - PEBBLE BEACH III & IV

TOTAL ASSESSMENT:
$1,234.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-493-001-000	$24.68	36	006-494-015-000	$24.68
2	006-493-002-000	$24.68	37	006-494-016-000	$24.68
3	006-493-003-000	$24.68	38	006-494-017-000	$24.68
4	006-493-004-000	$24.68	39	006-494-018-000	$24.68
5	006-493-005-000	$24.68	40	006-494-019-000	$24.68
6	006-493-006-000	$24.68	41	006-494-020-000	$24.68
7	006-493-007-000	$24.68	42	006-494-021-000	$24.68
8	006-493-008-000	$24.68	43	006-494-022-000	$24.68
9	006-493-009-000	$24.68	44	006-494-023-000	$24.68
10	006-493-010-000	$24.68	45	006-494-024-000	$24.68
11	006-493-011-000	$24.68	46	006-494-025-000	$24.68
12	006-493-012-000	$24.68	47	006-494-026-000	$24.68
13	006-493-013-000	$24.68	48	006-494-027-000	$24.68
14	006-493-014-000	$24.68	49	006-494-028-000	$24.68
15	006-493-015-000	$24.68	50	006-494-029-000	$24.68
16	006-493-016-000	$24.68		TOTAL	$1,234.00
17	006-493-017-000	$24.68			
18	006-493-018-000	$24.68			
19	006-493-019-000	$24.68			
20	006-493-020-000	$24.68			
21	006-493-021-000	$24.68			
22	006-494-001-000	$24.68			
23	006-494-002-000	$24.68			
24	006-494-003-000	$24.68			
25	006-494-004-000	$24.68			
26	006-494-005-000	$24.68			
27	006-494-006-000	$24.68			
28	006-494-007-000	$24.68			
29	006-494-008-000	$24.68			
30	006-494-009-000	$24.68			
31	006-494-010-000	$24.68			
32	006-494-011-000	$24.68			
33	006-494-012-000	$24.68			
34	006-494-013-000	$24.68			
35	006-494-014-000	$24.68			

CITY OF MADERA

ZONE 10D

2020-2021

1.	BEGINNING FUND BALANCE			$	(340.35)
2.	LANDSCAPE MAINTENANCE COSTS	$	198.39		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	265.92		
	b. ENGINEERING ADMINISTRATION	$	254.59		
	c. LEGAL ADMINISTRATION	$	20.59		
	d. FINANCE ADMINISTRATION	$	55.25		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	14.48		
	g. EQUIPMENT	$	18.74		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	23.32		
	i. MADERA COUNTY PROCESSING FEES	$	20.10		
			TOTAL COSTS:	$	871.38
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(617.21)
5.	TOTAL ASSESSMENT			$	594.52
6.	AVERAGE ASSESSMENT PER PARCEL				19.82

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10D - PEBBLE BEACH V

TOTAL ASSESSMENT:
$594.52

Assessment Number	Assessor's Parcel Number	Assessment
1	006-495-001-000	$22.16
2	006-495-002-000	$22.16
3	006-495-003-000	$22.16
4	006-495-004-000	$22.16
5	006-495-005-000	$22.16
6	006-495-006-000	$22.16
7	006-495-007-000	$22.16
8	006-495-008-000	$22.16
9	006-495-009-000	$22.16
10	006-495-010-000	$22.16
11	006-495-011-000	$22.16
12	006-495-012-000	$22.16
13	006-495-013-000	$22.16
14	006-495-014-000	$22.16
15	006-495-015-000	$22.16
16	006-495-036-000	$20.74
17		$0.00
18	006-495-018-000	$22.16
19	006-495-019-000	$22.16
20	006-495-020-000	$22.16
21	006-495-021-000	$22.16
22	006-495-022-000	$22.16
23	006-495-023-000	$22.16
24	006-495-035-000	$22.08
25		$0.00
26	006-495-026-000	$22.16
27	006-495-034-000	$19.86
28		$0.00
29	006-495-029-000	$22.16
30	006-495-030-000	$22.16
TOTAL		$594.52

CITY OF MADERA

ZONE 10E

2020-2021

1.	BEGINNING FUND BALANCE			$	31.38
2.	LANDSCAPE MAINTENANCE COSTS	$	226.44		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	277.39		
	b. ENGINEERING ADMINISTRATION	$	261.11		
	c. LEGAL ADMINISTRATION	$	21.12		
	d. FINANCE ADMINISTRATION	$	56.67		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	16.67		
	g. EQUIPMENT	$	32.90		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	26.83		
	i. MADERA COUNTY PROCESSING FEES	$	20.10		
			TOTAL COSTS:	$	939.22
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				78.29
5.	TOTAL ASSESSMENT			$	986.79
6.	AVERAGE ASSESSMENT PER PARCEL				31.83

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10E - PEBBLE BEACH VI

TOTAL ASSESSMENT:
$986.79

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-496-076-000	$31.84			
3	006-496-077-000	$31.84			
5	006-496-078-000	$31.84			
7	006-496-079-000	$31.84			
9	006-496-080-000	$31.84			
11	006-496-081-000	$31.84			
13	006-496-082-000	$31.84			
15	006-496-083-000	$31.84			
17	006-496-084-000	$31.84			
19	006-496-019-000	$31.84			
20	006-496-020-000	$31.84			
21	006-496-021-000	$31.84			
22	006-496-022-000	$31.84			
23	006-496-023-000	$31.84			
24	006-496-024-000	$31.84			
25	006-496-025-000	$31.84			
26	006-496-026-000	$31.84			
27	006-496-027-000	$31.84			
28	006-496-028-000	$31.84			
29	006-496-029-000	$31.84			
30	006-496-030-000	$31.84			
31	006-496-031-000	$31.84			

TOTAL ASSESSMENT TO COUNTY: $700.48

CITY OF MADERA

ZONE 10F

2020-2021

1.	BEGINNING FUND BALANCE			$	3,381.68
2.	LANDSCAPE MAINTENANCE COSTS	$	299.48		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	284.90		
	b. ENGINEERING ADMINISTRATION	$	326.32		
	c. LEGAL ADMINISTRATION	$	26.39		
	d. FINANCE ADMINISTRATION	$	70.82		
	e. TREE TRIMMING	$	135.00		
	f. GAS & UTILITIES	$	22.04		
	g. EQUIPMENT	$	26.11		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	35.47		
	i. MADERA COUNTY PROCESSING FEES	$	27.47		
			TOTAL COSTS:	$	1,254.00
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,833.54
5.	TOTAL ASSESSMENT			$	705.59
6.	AVERAGE ASSESSMENT PER PARCEL				17.22

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 F - PEBBLE BEACH VII

TOTAL ASSESSMENT:
$705.59

Assessment Number	Assessor's Parcel Number	Assessment
1	006-496-034-000	$17.20
2	006-496-035-000	$17.20
3	006-496-036-000	$17.20
4	006-496-037-000	$17.20
5	006-496-038-000	$17.20
6	006-496-039-000	$17.20
7	006-496-040-000	$17.20
8	006-496-041-000	$17.20
9	006-496-042-000	$17.20
10	006-496-043-000	$17.20
11	006-496-044-000	$17.20
12	006-496-045-000	$17.20
13	006-496-046-000	$17.20
14	006-496-047-000	$17.20
15	006-496-048-000	$17.20
16	006-496-049-000	$17.20
17	006-496-050-000	$17.20
18	006-496-051-000	$17.20
19	006-496-052-000	$17.20
20	006-496-053-000	$17.20
21	006-496-054-000	$17.20
22	006-496-055-000	$17.20
23	006-496-056-000	$17.20
24	006-496-057-000	$17.20
25	006-496-058-000	$17.20
26	006-496-059-000	$17.20
27	006-496-060-000	$17.20
28	006-496-061-000	$17.20
29	006-496-062-000	$17.20
30	006-496-063-000	$17.20
31	006-496-064-000	$17.20
32	006-496-065-000	$17.20
33	006-496-066-000	$17.20
34	006-496-067-000	$17.20
35	006-496-068-000	$17.20
36	006-496-069-000	$17.20
37	006-496-070-000	$17.20
38	006-496-071-000	$17.20
39	006-496-072-000	$17.20
40	006-496-073-000	$17.20
41	006-496-074-000	$17.20
	TOTAL	$705.20

CITY OF MADERA

ZONE 10G

2020-2021

1.	BEGINNING FUND BALANCE			$	(1,510.91)
2.	LANDSCAPE MAINTENANCE COSTS	$	661.88		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	284.90		
	b. ENGINEERING ADMINISTRATION	$	358.92		
	c. LEGAL ADMINISTRATION	$	29.03		
	d. FINANCE ADMINISTRATION	$	77.89		
	e. TREE TRIMMING	$	135.00		
	f. GAS & UTILITIES	$	50.59		
	g. EQUIPMENT	$	51.93		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	59.09		
	i. MADERA COUNTY PROCESSING FEES	$	30.82		
			TOTAL COSTS:	$	1,740.07
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,809.20)
5.	TOTAL ASSESSMENT			$	1,441.32
6.	AVERAGE ASSESSMENT PER PARCEL				31.34

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10G - PEBBLE BEACH VIII

TOTAL ASSESSMENT:
$1,441.32

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-497-001-000	$31.33	36	006-497-036-000	$31.33
2	006-497-002-000	$31.33	37	006-497-037-000	$31.33
3	006-497-003-000	$31.33	38	006-497-038-000	$31.33
4	006-497-004-000	$31.33	39	006-497-039-000	$31.33
5	006-497-005-000	$31.33	40	006-497-040-000	$31.33
6	006-497-006-000	$31.33	41	006-497-041-000	$31.33
7	006-497-007-000	$31.33	42	006-497-042-000	$31.33
8	006-497-008-000	$31.33	43	006-497-043-000	$31.33
9	006-497-009-000	$31.33	44	006-497-044-000	$31.33
10	006-497-010-000	$31.33	45	006-497-045-000	$31.33
11	006-497-011-000	$31.33	46	006-497-046-000	$31.33
12	006-497-012-000	$31.33			
13	006-497-013-000	$31.33		TOTAL	$1,441.32
14	006-497-014-000	$31.33			
15	006-497-015-000	$31.33			
16	006-497-016-000	$31.33			
17	006-497-017-000	$31.33			
18	006-497-018-000	$31.33			
19	006-497-019-000	$31.33			
20	006-497-020-000	$31.33			
21	006-497-021-000	$31.33			
22	006-497-022-000	$31.33			
23	006-497-023-000	$31.33			
24	006-497-024-000	$31.33			
25	006-497-025-000	$31.33			
26	006-497-026-000	$31.33			
27	006-497-027-000	$31.33			
28	006-497-028-000	$31.33			
29	006-497-029-000	$31.33			
30	006-497-030-000	$31.33			
31	006-497-031-000	$31.33			
32	006-497-032-000	$31.33			
33	006-497-033-000	$31.33			
34	006-497-034-000	$31.33			
35	006-497-035-000	$31.33			

CITY OF MADERA

ZONE 10H

2020-2021

1.	BEGINNING FUND BALANCE			$	(2,393.07)
2.	LANDSCAPE MAINTENANCE COSTS	$	944.27		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	301.44		
	b. ENGINEERING ADMINISTRATION	$	404.56		
	c. LEGAL ADMINISTRATION	$	32.72		
	d. FINANCE ADMINISTRATION	$	87.80		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	72.72		
	g. EQUIPMENT	$	146.35		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	117.03		
	i. MADERA COUNTY PROCESSING FEES	$	35.51		
			TOTAL COSTS:	$	2,142.41
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,848.96)
5.	TOTAL ASSESSMENT			$	1,685.99
6.	AVERAGE ASSESSMENT PER PARCEL				31.82

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 H - PEBBLE BEACH IX

TOTAL ASSESSMENT:
$1,685.99

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-498-001-000	$31.81	36	006-498-036-000	$31.81
2	006-498-002-000	$31.81	37	006-498-037-000	$31.81
3	006-498-003-000	$31.81	38	006-498-038-000	$31.81
4	006-498-004-000	$31.81	39	006-498-039-000	$31.81
5	006-498-005-000	$31.81	40	006-498-040-000	$31.81
6	006-498-006-000	$31.81	41	006-498-041-000	$31.81
7	006-498-007-000	$31.81	42	006-498-042-000	$31.81
8	006-498-008-000	$31.81	43	006-498-043-000	$31.81
9	006-498-009-000	$31.81	44	006-498-044-000	$31.81
10	006-498-010-000	$31.81	45	006-498-045-000	$31.81
11	006-498-011-000	$31.81	46	006-498-046-000	$31.81
12	006-498-012-000	$31.81	47	006-498-047-000	$31.81
13	006-498-013-000	$31.81	48	006-498-048-000	$31.81
14	006-498-014-000	$31.81	49	006-498-049-000	$31.81
15	006-498-015-000	$31.81	50	006-498-050-000	$31.81
16	006-498-016-000	$31.81	51	006-498-051-000	$31.81
17	006-498-017-000	$31.81	52	006-498-052-000	$31.81
18	006-498-018-000	$31.81	53	006-498-053-000	$31.81
19	006-498-019-000	$31.81			
20	006-498-020-000	$31.81		TOTAL	$1,685.99
21	006-498-021-000	$31.81			
22	006-498-022-000	$31.81			
23	006-498-023-000	$31.81			
24	006-498-024-000	$31.81			
25	006-498-025-000	$31.81			
26	006-498-026-000	$31.81			
27	006-498-027-000	$31.81			
28	006-498-028-000	$31.81			
29	006-498-029-000	$31.81			
30	006-498-030-000	$31.81			
31	006-498-031-000	$31.81			
32	006-498-032-000	$31.81			
33	006-498-033-000	$31.81			
34	006-498-034-000	$31.81			
35	006-498-035-000	$31.81			

CITY OF MADERA

ZONE 10I

2020-2021

1.	BEGINNING FUND BALANCE			$	148.81
2.	LANDSCAPE MAINTENANCE COSTS	$	0.00		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	288.76		
	b. ENGINEERING ADMINISTRATION	$	202.43		
	c. LEGAL ADMINISTRATION	$	16.37		
	d. FINANCE ADMINISTRATION	$	43.93		
	e. TREE TRIMMING	$	135.00		
	f. GAS & UTILITIES	$	12.21		
	g. EQUIPMENT	$	16.71		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.10		
	i. MADERA COUNTY PROCESSING FEES	$	14.74		
			TOTAL COSTS:	$	747.24
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				129.65
5.	TOTAL ASSESSMENT			$	727.86
6.	AVERAGE ASSESSMENT PER PARCEL				33.09

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 I - PEBBLE BEACH X

TOTAL ASSESSMENT:
$727.86

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-498-001-000	$33.08			
2	006-498-002-000	$33.08			
3	006-498-003-000	$33.08			
4	006-498-004-000	$33.08			
5	006-498-005-000	$33.08			
6	006-498-006-000	$33.08			
7	006-498-007-000	$33.08			
8	006-498-008-000	$33.08			
9	006-498-009-000	$33.08			
10	006-498-010-000	$33.08			
11	006-498-011-000	$33.08			
12	006-498-012-000	$33.08			
13	006-498-013-000	$33.08			
14	006-498-014-000	$33.08			
15	006-498-015-000	$33.08			
16	006-498-016-000	$33.08			
17	006-498-017-000	$33.08			
18	006-498-018-000	$33.08			
19	006-498-019-000	$33.08			
20	006-498-020-000	$33.08			
21	006-498-021-000	$33.08			
22	006-498-022-000	$33.08			
	TOTAL	$727.86			

CITY OF MADERA

ZONE 12

2020-2021

1.	BEGINNING FUND BALANCE			$	15,351.62
2.	LANDSCAPE MAINTENANCE COSTS	$	20,672.61		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,816.84		
	b. ENGINEERING ADMINISTRATION	$	574.10		
	c. LEGAL ADMINISTRATION	$	46.44		
	d. FINANCE ADMINISTRATION	$	124.59		
	e. TREE TRIMMING	$	3,848.00		
	f. GAS & UTILITIES	$	1,302.37		
	g. EQUIPMENT	$	1,140.51		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	70.68		
	i. MADERA COUNTY PROCESSING FEES	$	52.93		
			TOTAL COSTS:	$	29,649.07
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				413.52
5.	TOTAL ASSESSMENT			$	26,022.60
6.	AVERAGE ASSESSMENT PER PARCEL				329.40

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 12 - FRENCH COVE 1 & 2

TOTAL ASSESSMENT:
$26,022.60

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-470-001-000	$329.40	36	006-480-049-000	$329.40
2	006-470-002-000	$329.40	37	006-480-004-000	$329.40
3	006-470-003-000	$329.40	38	006-480-005-000	$329.40
4	006-470-004-000	$329.40	39	006-480-006-000	$329.40
5	006-470-005-000	$329.40	40	006-480-007-000	$329.40
6	006-470-006-000	$329.40	41	006-480-008-000	$329.40
7	006-470-007-000	$329.40	42	006-480-009-000	$329.40
8	006-470-008-000	$329.40	43	006-480-010-000	$329.40
9	006-470-037-000	$329.40	44	006-480-011-000	$329.40
10	006-470-038-000	$329.40	45	006-480-012-000	$329.40
11	006-470-039-000	$329.40	46	006-480-013-000	$329.40
12	006-470-040-000	$329.40	47	006-480-014-000	$329.40
13	006-470-041-000	$329.40	48	006-480-015-000	$329.40
14	006-470-042-000	$329.40	49	006-480-016-000	$329.40
15	006-470-016-000	$329.40	50	006-480-017-000	$329.40
16	006-470-017-000	$329.40	51	006-480-018-000	$329.40
17	006-470-018-000	$329.40	52	006-480-019-000	$329.40
18	006-470-019-000	$329.40	53	006-480-020-000	$329.40
19	006-470-020-000	$329.40	54	006-480-021-000	$329.40
20	006-470-021-000	$329.40	55	006-480-022-000	$329.40
21	006-470-022-000	$329.40	56	006-480-023-000	$329.40
22	006-470-043-000	$329.40	57	006-480-024-000	$329.40
23	006-470-044-000	$329.40	58	006-480-025-000	$329.40
24	006-470-045-000	$329.40	59	006-480-026-000	$329.40
25	006-470-046-000	$329.40	60	006-480-027-000	$329.40
26	006-470-047-000	$329.40	61	006-480-028-000	$329.40
27	006-470-029-000	$329.40	62	006-480-029-000	$329.40
28	006-470-030-000	$329.40	63	006-480-030-000	$329.40
29	006-470-031-000	$329.40	64	006-480-032-000	$329.40
30	006-470-032-000	$329.40	65	006-480-033-000	$329.40
31	006-470-033-000	$329.40	66	006-480-034-000	$329.40
32	006-470-034-000	$329.40	67	006-480-035-000	$329.40
33	006-470-035-000	$329.40	68	006-480-036-000	$329.40
34	006-480-001-000	$329.40	69	006-480-037-000	$329.40
35	006-480-002-000	$329.40	70	006-480-038-000	$329.40
71	006-480-039-000	$329.40			
72	006-480-040-000	$329.40			
73	006-480-041-000	$329.40			
74	006-480-042-000	$329.40			
75	006-480-043-000	$329.40			
76	006-480-044-000	$329.40			
77	006-480-045-000	$329.40			
78	006-480-046-000	$329.40			
79	006-480-047-000	$329.40			
	TOTAL	$26,022.60			

CITY OF MADERA

ZONE 13

2020-2021

1.	BEGINNING FUND BALANCE			$	140.51
2.	LANDSCAPE MAINTENANCE COSTS	$	3,279.53		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	851.96		
	b. ENGINEERING ADMINISTRATION	$	502.37		
	c. LEGAL ADMINISTRATION	$	40.63		
	d. FINANCE ADMINISTRATION	$	109.03		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	1,904.81		
	g. EQUIPMENT	$	183.78		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	106.01		
	i. MADERA COUNTY PROCESSING FEES	$	45.56		
			TOTAL COSTS:	$	7,023.68
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(930.19)
5.	TOTAL ASSESSMENT			$	5,952.31
6.	AVERAGE ASSESSMENT PER PARCEL				87.54

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 13 - LAS PALMAS ESTATES 1, 2, 3, & 4

TOTAL ASSESSMENT:
$5,952.31

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-310-001-000	$87.53	36	011-310-037-000	$87.53
2	011-310-002-000	$87.53	37	011-310-038-000	$87.53
3	011-310-003-000	$87.53	38	011-310-039-000	$87.53
4	011-310-004-000	$87.53	39	011-310-040-000	$87.53
5	011-310-005-000	$87.53	40	011-310-041-000	$87.53
6	011-310-006-000	$87.53	41	011-310-042-000	$87.53
7	011-310-007-000	$87.53	42	011-310-043-000	$87.53
8	011-310-008-000	$87.53	43	011-310-044-000	$87.53
9	011-310-009-000	$87.53	44	011-310-045-000	$87.53
10	011-310-010-000	$87.53	45	011-310-046-000	$87.53
11	011-310-011-000	$87.53	46	011-310-047-000	$87.53
12	011-310-012-000	$87.53	47	011-310-048-000	$87.53
13	011-310-013-000	$87.53	48	011-310-049-000	$87.53
14	011-310-014-000	$87.53	49	011-310-055-000	$87.53
15	011-310-015-000	$87.53	50	011-310-056-000	$87.53
16	011-310-016-000	$87.53	51	011-310-057-000	$87.53
17	011-310-017-000	$87.53	52	011-310-058-000	$87.53
18	011-310-018-000	$87.53	53	011-310-059-000	$87.53
19	011-310-019-000	$87.53	54	011-310-060-000	$87.53
20	011-310-020-000	$87.53	55	011-310-061-000	$87.53
21	011-310-021-000	$87.53	56	011-310-062-000	$87.53
22	011-310-022-000	$87.53	57	011-310-063-000	$87.53
23	011-310-024-000	$87.53	58	011-310-068-000	$87.53
24	011-310-025-000	$87.53	59	011-310-069-000	$87.53
25	011-310-026-000	$87.53	60	011-310-070-000	$87.53
26	011-310-027-000	$87.53	61	011-310-071-000	$87.53
27	011-310-028-000	$87.53	62	011-310-072-000	$87.53
28	011-310-029-000	$87.53	63	011-310-073-000	$87.53
29	011-310-030-000	$87.53	64	011-310-074-000	$87.53
30	011-310-031-000	$87.53	65	011-310-075-000	$87.53
31	011-310-032-000	$87.53	66	011-310-076-000	$87.53
32	011-310-033-000	$87.53	67	011-310-077-000	$87.53
33	011-310-034-000	$87.53	68	011-310-078-000	$87.53
34	011-310-035-000	$87.53			
35	011-310-036-000	$87.53		TOTAL	$5,952.31

CITY OF MADERA

ZONE 14

.

2020-2021

1.	BEGINNING FUND BALANCE			$	1,123.77
2.	LANDSCAPE MAINTENANCE COSTS	$	1,166.30		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	485.75		
	b. ENGINEERING ADMINISTRATION	$	808.84		
	c. LEGAL ADMINISTRATION	$	65.42		
	d. FINANCE ADMINISTRATION	$	175.54		
	e. TREE TRIMMING	$	540.00		
	f. GAS & UTILITIES	$	195.96		
	g. EQUIPMENT	$	142.70		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	43.54		
	i. MADERA COUNTY PROCESSING FEES	$	77.05		
			TOTAL COSTS:	$	3,701.10
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				373.58
5.	TOTAL ASSESSMENT			$	2,950.90
6.	AVERAGE ASSESSMENT PER PARCEL				25.66

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 14 - CAPISTRANO 1 & 2

TOTAL ASSESSMENT:
$2,950.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-380-001-000	$25.66	36	012-380-036-000	$25.66
2	012-380-002-000	$25.66	37	012-380-037-000	$25.66
3	012-380-003-000	$25.66	38	012-380-038-000	$25.66
4	012-380-004-000	$25.66	39	012-380-039-000	$25.66
5	012-380-005-000	$25.66	40	012-380-040-000	$25.66
6	012-380-006-000	$25.66	41	012-380-041-000	$25.66
7	012-380-007-000	$25.66	42	012-380-042-000	$25.66
8	012-380-008-000	$25.66	43	012-380-043-000	$25.66
9	012-380-009-000	$25.66	44	012-380-044-000	$25.66
10	012-380-010-000	$25.66	45	012-380-045-000	$25.66
11	012-380-011-000	$25.66	46	012-380-046-000	$25.66
12	012-380-012-000	$25.66	47	012-380-047-000	$25.66
13	012-380-013-000	$25.66	48	012-380-048-000	$25.66
14	012-380-014-000	$25.66	49	012-380-049-000	$25.66
15	012-380-015-000	$25.66	50	012-380-050-000	$25.66
16	012-380-016-000	$25.66	51	012-380-051-000	$25.66
17	012-380-017-000	$25.66	52	012-380-052-000	$25.66
18	012-380-018-000	$25.66	53	012-380-053-000	$25.66
19	012-380-019-000	$25.66	54	012-381-001-000	$25.66
20	012-380-020-000	$25.66	55	012-381-002-000	$25.66
21	012-380-021-000	$25.66	56	012-381-003-000	$25.66
22	012-380-022-000	$25.66	57	012-381-004-000	$25.66
23	012-380-023-000	$25.66	58	012-381-005-000	$25.66
24	012-380-024-000	$25.66	59	012-381-006-000	$25.66
25	012-380-025-000	$25.66	60	012-381-007-000	$25.66
26	012-380-026-000	$25.66	61	012-381-008-000	$25.66
27	012-380-027-000	$25.66	62	012-381-009-000	$25.66
28	012-380-028-000	$25.66	63	012-381-010-000	$25.66
29	012-380-029-000	$25.66	64	012-381-011-000	$25.66
30	012-380-030-000	$25.66	65	012-381-012-000	$25.66
31	012-380-031-000	$25.66	66	012-381-013-000	$25.66
32	012-380-032-000	$25.66	67	012-381-014-000	$25.66
33	012-380-033-000	$25.66	68	012-381-015-000	$25.66
34	012-380-034-000	$25.66	69	012-381-016-000	$25.66
35	012-380-035-000	$25.66	70	012-381-017-000	$25.66

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-381-018-000	$25.66			
72	012-381-019-000	$25.66			
73	012-381-020-000	$25.66			
74	012-381-021-000	$25.66			
75	012-381-022-000	$25.66			
76	012-381-023-000	$25.66			
77	012-381-024-000	$25.66			
78	012-381-025-000	$25.66			
79	012-381-026-000	$25.66			
80	012-381-027-000	$25.66			
81	012-381-028-000	$25.66			
82	012-381-029-000	$25.66			
83	012-381-030-000	$25.66			
84	012-381-031-000	$25.66			
85	012-381-032-000	$25.66			
86	012-381-033-000	$25.66			
87	012-381-034-000	$25.66			
88	012-381-035-000	$25.66			
89	012-381-036-000	$25.66			
90	012-381-037-000	$25.66			
91	012-381-038-000	$25.66			
92	012-381-039-000	$25.66			
93	012-381-040-000	$25.66			
94	012-381-041-000	$25.66			
95	012-381-042-000	$25.66			
96	012-381-043-000	$25.66			
97	012-381-044-000	$25.66			
98	012-381-045-000	$25.66			
99	012-381-046-000	$25.66			
100	012-381-047-000	$25.66			
101	012-381-048-000	$25.66			
102	012-381-049-000	$25.66			
103	012-381-050-000	$25.66			
104	012-381-051-000	$25.66			
105	012-381-052-000	$25.66			
106	012-381-053-000	$25.66			
107	012-381-054-000	$25.66			
108	012-381-055-000	$25.66			
109	012-381-056-000	$25.66			
110	012-381-057-000	$25.66			
111	012-381-058-000	$25.66			
112	012-381-059-000	$25.66			
113	012-381-060-000	$25.66			
114	012-381-061-000	$25.66			
115	012-381-062-000	$25.66			
	TOTAL	$2,950.90			

CITY OF MADERA

ZONE 15

.

2020-2021

1.	BEGINNING FUND BALANCE			$	4,379.50
2.	LANDSCAPE MAINTENANCE COSTS	$	468.58		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	289.99		
	b. ENGINEERING ADMINISTRATION	$	182.87		
	c. LEGAL ADMINISTRATION	$	14.79		
	d. FINANCE ADMINISTRATION	$	39.69		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	242.59		
	g. EQUIPMENT	$	157.54		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	79.23		
	i. MADERA COUNTY PROCESSING FEES	$	12.73		
			TOTAL COSTS:	$	1,488.00
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				6,486.68
5.	TOTAL ASSESSMENT			$	3,595.14
6.	AVERAGE ASSESSMENT PER PARCEL				189.22

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15 - CLINTON / ELM RANCHOS 1

TOTAL ASSESSMENT:
$3,595.14

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-027-000	$189.22			
2	008-082-028-000	$189.22			
3	008-082-029-000	$189.22			
4	008-082-030-000	$189.22			
5	008-082-031-000	$189.22			
6	008-082-032-000	$189.22			
7	008-082-033-000	$189.22			
8	008-082-034-000	$189.22			
9	008-082-035-000	$189.22			
10	008-082-036-000	$189.22			
11	008-082-037-000	$189.22			
12	008-082-038-000	$189.22			
13	008-082-039-000	$189.22			
14	008-082-040-000	$189.22			
15	008-082-041-000	$189.22			
16	008-082-042-000	$189.22			
17	008-082-043-000	$189.22			
18	008-082-044-000	$189.22			
19	008-082-045-000	$189.22			
	Total	$3,595.14			

CITY OF MADERA

ZONE 15B

.

2020-2021

1.	BEGINNING FUND BALANCE			$	(1,082.57)
2.	LANDSCAPE MAINTENANCE COSTS	$	276.09		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	289.99		
	b. ENGINEERING ADMINISTRATION	$	124.18		
	c. LEGAL ADMINISTRATION	$	10.04		
	d. FINANCE ADMINISTRATION	$	26.95		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	33.24		
	g. EQUIPMENT	$	16.58		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	41.71		
	I. MADERA COUNTY PROCESSING FEES	$	6.70		
			TOTAL COSTS:	$	825.49
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,628.06)
5.	TOTAL ASSESSMENT			$	280.00
6.	AVERAGE ASSESSMENT PER PARCEL				28.00

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15B - CLINTON / ELM RANCHOS 2

TOTAL ASSESSMENT:
$280.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-046-000	$28.00			
2	008-082-047-000	$28.00			
3	008-082-048-000	$28.00			
4	008-082-049-000	$28.00			
5	008-082-050-000	$28.00			
6	008-082-051-000	$28.00			
7	008-082-052-000	$28.00			
8	008-082-053-000	$28.00			
9	008-082-054-000	$28.00			
10	008-082-055-000	$28.00			
	TOTAL	$280.00			

CITY OF MADERA

ZONE 15C

.

2020-2021

1.	BEGINNING FUND BALANCE			$	(180.84)
2.	LANDSCAPE MAINTENANCE COSTS	$	248.03		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	289.99		
	b. ENGINEERING ADMINISTRATION	$	130.70		
	c. LEGAL ADMINISTRATION	$	10.57		
	d. FINANCE ADMINISTRATION	$	28.37		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	33.24		
	g. EQUIPMENT	$	18.24		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	45.87		
	i. MADERA COUNTY PROCESSING FEES	$	7.37		
			TOTAL COSTS:	$	812.39
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(283.42)
5.	TOTAL ASSESSMENT			$	709.74
6.	AVERAGE ASSESSMENT PER PARCEL				64.53

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15C - CLINTON / ELM RANCHOS 3

TOTAL ASSESSMENT:
$709.74

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-058-000	$64.52			
2	008-082-059-000	$64.52			
3	008-082-060-000	$64.52			
4	008-082-061-000	$64.52			
5	008-082-062-000	$64.52			
6	008-082-063-000	$64.52			
7	008-082-064-000	$64.52			
8	008-082-065-000	$64.52			
9	008-082-066-000	$64.52			
10	008-082-067-000	$64.52			
11	008-082-068-000	$64.52			
	TOTAL	$709.74			

CITY OF MADERA

ZONE 16

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2020-2021

1.	BEGINNING FUND BALANCE			$	1,112.40
2.	LANDSCAPE MAINTENANCE COSTS	$	1,763.78		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	522.26		
	b. ENGINEERING ADMINISTRATION	$	215.47		
	c. LEGAL ADMINISTRATION	$	17.43		
	d. FINANCE ADMINISTRATION	$	46.76		
	e. TREE TRIMMING	$	630.00		
	f. GAS & UTILITIES	$	393.45		
	g. EQUIPMENT	$	167.07		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	977.85		
	I. MADERA COUNTY PROCESSING FEES	$	16.08		
			TOTAL COSTS:	$	4,750.16
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				722.08
5.	TOTAL ASSESSMENT			$	4,359.84
6.	AVERAGE ASSESSMENT PER PARCEL				181.66

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 16 - SUGAR PINE

TOTAL ASSESSMENT:
$4,359.84

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-093-001-000	$181.66			
2	008-093-002-000	$181.66			
3	008-093-003-000	$181.66			
4	008-093-004-000	$181.66			
5	008-093-005-000	$181.66			
6	008-093-006-000	$181.66			
7	008-093-007-000	$181.66			
8	008-093-008-000	$181.66			
9	008-093-009-000	$181.66			
10	008-093-010-000	$181.66			
11	008-093-011-000	$181.66			
12	008-093-012-000	$181.66			
13	008-093-013-000	$181.66			
14	008-093-014-000	$181.66			
15	008-093-015-000	$181.66			
16	008-093-016-000	$181.66			
17	008-093-017-000	$181.66			
18	008-093-018-000	$181.66			
19	008-093-019-000	$181.66			
20	008-093-020-000	$181.66			
21	008-093-021-000	$181.66			
22	008-093-022-000	$181.66			
23	008-093-023-000	$181.66			
24	008-093-024-000	$181.66			
	TOTAL	$4,359.84			

CITY OF MADERA

ZONE 17A

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2020-2021

1.	BEGINNING FUND BALANCE			$	85.21
2.	LANDSCAPE MAINTENANCE COSTS	$	6,738.33		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	538.02		
	b. ENGINEERING ADMINISTRATION	$	697.99		
	c. LEGAL ADMINISTRATION	$	56.46		
	d. FINANCE ADMINISTRATION	$	151.48		
	e. TREE TRIMMING	$	675.00		
	f. GAS & UTILITIES	$	239.40		
	g. EQUIPMENT	$	256.20		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	99.51		
	I. MADERA COUNTY PROCESSING FEES	$	65.66		
			TOTAL COSTS:	$	9,518.04
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,780.97)
5.	TOTAL ASSESSMENT			$	6,650.87
6.	AVERAGE ASSESSMENT PER PARCEL				67.88

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17A - CAPISTRANO X, PHASE 1 & 2

TOTAL ASSESSMENT:
$6,650.87

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-450-011-000	$67.87	36	009-450-049-000	$67.87
2	009-450-012-000	$67.87	37	009-450-050-000	$67.87
3	009-450-013-000	$67.87	38	009-450-051-000	$67.87
4	009-450-014-000	$67.87	39	009-450-052-000	$67.87
5	009-450-015-000	$67.87	40	009-450-053-000	$67.87
6	009-450-016-000	$67.87	41	009-451-001-000	$67.87
7	009-450-017-000	$67.87	42	009-451-002-000	$67.87
8	009-450-018-000	$67.87	43	009-451-003-000	$67.87
9	009-450-019-000	$67.87	44	009-451-004-000	$67.87
10	009-450-020-000	$67.87	45	009-451-005-000	$67.87
11	009-450-021-000	$67.87	46	009-451-006-000	$67.87
12	009-450-022-000	$67.87	47	009-451-007-000	$67.87
13	009-450-023-000	$67.87	48	009-451-008-000	$67.87
14	009-450-024-000	$67.87	49	009-451-009-000	$67.87
15	009-450-025-000	$67.87	50	009-451-010-000	$67.87
16	009-450-026-000	$67.87	51	009-451-011-000	$67.87
17	009-450-027-000	$67.87	52	009-451-012-000	$67.87
18	009-450-028-000	$67.87	53	009-451-013-000	$67.87
19	009-450-029-000	$67.87	54	009-451-014-000	$67.87
20	009-450-030-000	$67.87	55	009-451-015-000	$67.87
21	009-450-031-000	$67.87	56	009-451-016-000	$67.87
22	009-450-032-000	$67.87	57	009-451-017-000	$67.87
23	009-450-033-000	$67.87	58	009-451-018-000	$67.87
24	009-450-034-000	$67.87	59	009-451-019-000	$67.87
25	009-450-035-000	$67.87	60	009-451-020-000	$67.87
26	009-450-036-000	$67.87	61	009-451-021-000	$67.87
27	009-450-037-000	$67.87	62	009-451-022-000	$67.87
28	009-450-038-000	$67.87	63	009-451-023-000	$67.87
29	009-450-039-000	$67.87	64	009-451-024-000	$67.87
30	009-450-040-000	$67.87	65	009-451-025-000	$67.87
31	009-450-044-000	$67.87	66	009-451-026-000	$67.87
32	009-450-045-000	$67.87	67	009-451-027-000	$67.87
33	009-450-046-000	$67.87	68	009-451-028-000	$67.87
34	009-450-047-000	$67.87	69	009-451-029-000	$67.87
35	009-450-048-000	$67.87	70	009-451-030-000	$67.87

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-451-031-000	$67.87			
72	009-451-032-000	$67.87			
73	009-451-033-000	$67.87			
74	009-520-001-000	$67.87			
75	009-520-002-000	$67.87			
76	009-520-003-000	$67.87			
77	009-520-004-000	$67.87			
78	009-520-005-000	$67.87			
79	009-520-006-000	$67.87			
80	009-520-007-000	$67.87			
81	009-520-008-000	$67.87			
82	009-520-009-000	$67.87			
83	009-520-010-000	$67.87			
84	009-520-011-000	$67.87			
85	009-520-012-000	$67.87			
86	009-520-013-000	$67.87			
87	009-520-014-000	$67.87			
88	009-520-015-000	$67.87			
89	009-520-016-000	$67.87			
90	009-520-017-000	$67.87			
91	009-520-018-000	$67.87			
92	009-520-019-000	$67.87			
93	009-520-020-000	$67.87			
94	009-520-021-000	$67.87			
95	009-520-022-000	$67.87			
96	009-520-023-000	$67.87			
97	009-520-024-000	$67.87			
98	009-520-025-000	$67.87			
	Total	$6,650.87			

CITY OF MADERA

ZONE 17B

.

2020-2021

1.	BEGINNING FUND BALANCE			$	7,849.69
2.	LANDSCAPE MAINTENANCE COSTS	$	1,217.46		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	314.20		
	b. ENGINEERING ADMINISTRATION	$	267.63		
	c. LEGAL ADMINISTRATION	$	21.65		
	d. FINANCE ADMINISTRATION	$	58.08		
	e. TREE TRIMMING	$	1,193.00		
	f. GAS & UTILITIES	$	53.36		
	g. EQUIPMENT	$	77.35		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	15.47		
	I. MADERA COUNTY PROCESSING FEES	$	21.44		
			TOTAL COSTS:	$	3,239.65
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				6,931.63
5.	TOTAL ASSESSMENT			$	2,321.59
6.	AVERAGE ASSESSMENT PER PARCEL				72.55

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17B - CAPISTRANO X, PHASE 3

TOTAL ASSESSMENT:
$2,321.59

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-470-001-000	$72.55			
2	009-470-002-000	$72.55			
3	009-470-003-000	$72.55			
4	009-470-004-000	$72.55			
5	009-470-005-000	$72.55			
6	009-470-006-000	$72.55			
7	009-470-007-000	$72.55			
8	009-470-008-000	$72.55			
9	009-470-009-000	$72.55			
10	009-470-010-000	$72.55			
11	009-470-011-000	$72.55			
12	009-470-012-000	$72.55			
13	009-470-013-000	$72.55			
14	009-470-014-000	$72.55			
15	009-470-015-000	$72.55			
16	009-470-016-000	$72.55			
17	009-470-017-000	$72.55			
18	009-470-018-000	$72.55			
19	009-470-019-000	$72.55			
20	009-470-020-000	$72.55			
21	009-470-021-000	$72.55			
22	009-470-022-000	$72.55			
23	009-470-023-000	$72.55			
24	009-470-024-000	$72.55			
25	009-470-025-000	$72.55			
26	009-470-026-000	$72.55			
27	009-470-027-000	$72.55			
28	009-470-028-000	$72.55			
29	009-470-029-000	$72.55			
30	009-470-030-000	$72.55			
31	009-470-031-000	$72.55			
32	009-470-032-000	$72.55			
	TOTAL	$2,321.59			

CITY OF MADERA

ZONE 17C

.

2020-2021

1.	BEGINNING FUND BALANCE			$	1,898.05
2.	LANDSCAPE MAINTENANCE COSTS	$	2,893.58		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	415.11		
	b. ENGINEERING ADMINISTRATION	$	287.19		
	c. LEGAL ADMINISTRATION	$	23.23		
	d. FINANCE ADMINISTRATION	$	62.33		
	e. TREE TRIMMING	$	540.00		
	f. GAS & UTILITIES	$	137.25		
	g. EQUIPMENT	$	105.05		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	36.73		
	i. MADERA COUNTY PROCESSING FEES	$	23.45		
			TOTAL COSTS:	$	4,523.93
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				413.52
5.	TOTAL ASSESSMENT			$	3,039.40
6.	AVERAGE ASSESSMENT PER PARCEL				86.84

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17C - CAPISTRANO X, PHASE 4

TOTAL ASSESSMENT:
$3,039.40

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-480-001-000	$86.84			
2	009-480-002-000	$86.84			
3	009-480-003-000	$86.84			
4	009-480-004-000	$86.84			
5	009-480-005-000	$86.84			
6	009-480-006-000	$86.84			
7	009-480-007-000	$86.84			
8	009-480-008-000	$86.84			
9	009-480-009-000	$86.84			
10	009-480-010-000	$86.84			
11	009-480-011-000	$86.84			
12	009-480-012-000	$86.84			
13	009-480-013-000	$86.84			
14	009-480-014-000	$86.84			
15	009-480-015-000	$86.84			
16	009-480-016-000	$86.84			
17	009-480-017-000	$86.84			
18	009-480-018-000	$86.84			
19	009-480-019-000	$86.84			
20	009-480-020-000	$86.84			
21	009-480-021-000	$86.84			
22	009-480-022-000	$86.84			
23	009-480-023-000	$86.84			
24	009-480-024-000	$86.84			
25	009-480-025-000	$86.84			
26	009-480-026-000	$86.84			
27	009-480-027-000	$86.84			
28	009-480-028-000	$86.84			
29	009-480-029-000	$86.84			
30	009-480-030-000	$86.84			
31	009-480-031-000	$86.84			
32	009-480-032-000	$86.84			
33	009-480-033-000	$86.84			
34	009-480-034-000	$86.84			
35	009-480-035-000	$86.84			
	TOTAL	$3,039.40			

CITY OF MADERA

ZONE 17D

.

2020-2021

1.	BEGINNING FUND BALANCE			$	(1,188.22)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,712.06		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	314.20		
	b. ENGINEERING ADMINISTRATION	$	352.40		
	c. LEGAL ADMINISTRATION	$	28.50		
	d. FINANCE ADMINISTRATION	$	76.48		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	53.36		
	g. EQUIPMENT	$	62.16		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	21.74		
	i. MADERA COUNTY PROCESSING FEES	$	30.15		
			TOTAL COSTS:	$	2,651.06
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,827.03)
5.	TOTAL ASSESSMENT			$	2,012.25
6.	AVERAGE ASSESSMENT PER PARCEL				44.72

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17D - CAPISTRANO XI, PHASE 1

TOTAL ASSESSMENT:
$2,012.25

Assessment Number	Assessor's Parcel Number	Assessment
1	009-490-001-000	$44.72
2	009-490-002-000	$44.72
3	009-490-003-000	$44.72
4	009-490-004-000	$44.72
5	009-490-005-000	$44.72
6	009-490-006-000	$44.72
7	009-490-063-000	$44.72
8	009-490-009-000	$44.72
9	009-490-010-000	$44.72
10	009-490-011-000	$44.72
11	009-490-012-000	$44.72
12	009-490-013-000	$44.72
13	009-490-014-000	$44.72
14	009-490-015-000	$44.72
15	009-490-016-000	$44.72
16	009-490-057-000	$44.72
17	009-490-019-000	$44.72
18	009-490-020-000	$44.72
19	009-490-021-000	$44.72
20	009-490-022-000	$44.72
21	009-490-023-000	$44.72
22	009-490-024-000	$44.72
23	009-490-025-000	$44.72
24	009-490-026-000	$44.72
25	009-490-060-000	$44.72
26	009-490-059-000	$44.72
27	009-490-031-000	$44.72
28	009-490-032-000	$44.72
29	009-490-033-000	$44.72
30	009-490-034-000	$44.72
31	009-490-035-000	$44.72
32	009-490-036-000	$44.72
33	009-490-037-000	$44.72
34	009-490-038-000	$44.72
35	009-490-039-000	$44.72
36	009-490-040-000	$44.72
37	009-490-041-000	$44.72
38	009-490-042-000	$44.72
39	009-490-043-000	$44.72
40	009-490-044-000	$44.72
41	009-490-045-000	$44.72
42	009-490-058-000	$44.72
43	009-490-048-000	$44.72
44	009-490-049-000	$44.72
45	009-490-050-000	$44.72
	TOTAL	$2,012.25

CITY OF MADERA

ZONE 18

.

2020-2021

1.	BEGINNING FUND BALANCE			$	4,994.97
2.	LANDSCAPE MAINTENANCE COSTS	$	912.76		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,126.66		
	b. ENGINEERING ADMINISTRATION	$	411.08		
	c. LEGAL ADMINISTRATION	$	33.25		
	d. FINANCE ADMINISTRATION	$	89.22		
	e. TREE TRIMMING	$	923.00		
	f. GAS & UTILITIES	$	280.27		
	g. EQUIPMENT	$	69.21		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	70.68		
	i. MADERA COUNTY PROCESSING FEES	$	36.18		
			TOTAL COSTS:	$	3,952.31
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				4,763.49
5.	TOTAL ASSESSMENT			$	3,720.82
6.	AVERAGE ASSESSMENT PER PARCEL				68.90

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 18 - LINCOLN PLACE, PHASE 1, 2, & 3

TOTAL ASSESSMENT:
$3,720.82

Assessment Number	Assessor's Parcel Number	Assessment
1	006-451-001-000	$68.90
2	006-451-002-000	$68.90
3	006-451-003-000	$68.90
4	006-451-004-000	$68.90
5	006-451-005-000	$68.90
6	006-451-006-000	$68.90
7	006-451-007-000	$68.90
8	006-451-008-000	$68.90
9	006-451-009-000	$68.90
10	006-451-010-000	$68.90
11	006-451-011-000	$68.90
12	006-451-012-000	$68.90
13	006-451-013-000	$68.90
14	006-451-014-000	$68.90
15	006-451-015-000	$68.90
16	006-451-016-000	$68.90
17	006-451-017-000	$68.90
18	006-451-018-000	$68.90
19	006-452-001-000	$68.90
20	006-452-002-000	$68.90
21	006-452-003-000	$68.90
22	006-452-004-000	$68.90
23	006-452-005-000	$68.90
24	006-452-006-000	$68.90
25	006-452-007-000	$68.90
26	006-452-008-000	$68.90
27	006-452-009-000	$68.90
28	006-452-010-000	$68.90
29	006-452-011-000	$68.90
30	006-452-012-000	$68.90
31	006-452-013-000	$68.90
32	006-452-014-000	$68.90
33	006-452-015-000	$68.90
34	006-452-016-000	$68.90
35	006-452-017-000	$68.90
36	006-452-018-000	$68.90
37	006-453-001-000	$68.90
38	006-453-002-000	$68.90
39	006-453-003-000	$68.90
40	006-453-004-000	$68.90
41	006-453-005-000	$68.90
42	006-453-006-000	$68.90
43	006-453-007-000	$68.90
44	006-453-008-000	$68.90
45	006-453-009-000	$68.90
46	006-453-010-000	$68.90
47	006-453-011-000	$68.90
48	006-453-012-000	$68.90
49	006-453-013-000	$68.90
50	006-453-014-000	$68.90
51	006-453-015-000	$68.90
52	006-453-016-000	$68.90
53	006-453-017-000	$68.90
54	006-453-018-000	$68.90
	TOTAL	$3,720.82

CITY OF MADERA

ZONE 20A

.

2020-2021

1.	BEGINNING FUND BALANCE			$	1,955.14
2.	LANDSCAPE MAINTENANCE COSTS	$	313.07		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	275.21		
	b. ENGINEERING ADMINISTRATION	$	261.11		
	c. LEGAL ADMINISTRATION	$	21.12		
	d. FINANCE ADMINISTRATION	$	56.67		
	e. TREE TRIMMING	$	68.00		
	f. GAS & UTILITIES	$	34.78		
	g. EQUIPMENT	$	42.85		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	83.62		
	i. MADERA COUNTY PROCESSING FEES	$	20.77		
			TOTAL COSTS:	$	1,177.20
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,808.24
5.	TOTAL ASSESSMENT			$	1,029.99
6.	AVERAGE ASSESSMENT PER PARCEL				33.24

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20A - LA JOLLA ESTATES, PHASE 1

TOTAL ASSESSMENT:
$1,029.99

Assessment Number	Assessor's Parcel Number	Assessment
1	005-251-001-000	$33.23
2	005-251-002-000	$33.23
3	005-251-003-000	$33.23
4	005-251-004-000	$33.23
5	005-251-005-000	$33.23
6	005-251-006-000	$33.23
7	005-251-007-000	$33.23
8	005-251-008-000	$33.23
9	005-251-009-000	$33.23
10	005-251-010-000	$33.23
11	005-251-011-000	$33.23
12	005-251-012-000	$33.23
13	005-251-013-000	$33.23
14	005-251-014-000	$33.23
15	005-251-015-000	$33.23
16	005-251-016-000	$33.23
17	005-251-017-000	$33.23
18	005-140-051-000	$33.23
19	005-140-052-000	$33.23
20	005-140-053-000	$33.23
21	005-140-054-000	$33.23
22	005-140-055-000	$33.23
23	005-140-056-000	$33.23
24	005-140-057-000	$33.23
25	005-140-058-000	$33.23
26	005-140-059-000	$33.23
27	005-140-060-000	$33.23
28	005-140-061-000	$33.23
29	005-140-062-000	$33.23
30	005-140-063-000	$33.23
31	005-140-064-000	$33.23

$1,029.99

Number of units:	31

CITY OF MADERA

ZONE 20B

.

2020-2021

1.	BEGINNING FUND BALANCE			$	(4,971.05)
2.	LANDSCAPE MAINTENANCE COSTS	$	651.50		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	311.17		
	b. ENGINEERING ADMINISTRATION	$	261.11		
	c. LEGAL ADMINISTRATION	$	21.12		
	d. FINANCE ADMINISTRATION	$	56.67		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	189.84		
	g. EQUIPMENT	$	58.47		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	18.74		
	i. MADERA COUNTY PROCESSING FEES	$	20.77		
			TOTAL COSTS:	$	1,589.39
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(6,560.44)
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20B - LA JOLLA ESTATES, PHASE 2

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-250-038-000	$0.00			
2	005-250-039-000	$0.00			
3	005-250-040-000	$0.00			
4	005-250-041-000	$0.00			
5	005-250-042-000	$0.00			
6	005-250-043-000	$0.00			
7	005-250-044-000	$0.00			
8	005-250-045-000	$0.00			
9	005-250-046-000	$0.00			
10	005-250-047-000	$0.00			
11	005-250-048-000	$0.00			
12	005-250-049-000	$0.00			
13	005-250-050-000	$0.00			
14	005-250-051-000	$0.00			
15	005-250-052-000	$0.00			
16	005-250-053-000	$0.00			
17	005-250-054-000	$0.00			
18	005-250-055-000	$0.00			
19	005-250-056-000	$0.00			
20	005-250-057-000	$0.00			
21	005-250-058-000	$0.00			
22	005-250-059-000	$0.00			
23	005-250-060-000	$0.00			
24	005-250-061-000	$0.00			
25	005-250-062-000	$0.00			
26	005-250-063-000	$0.00			
27	005-250-064-000	$0.00			
28	005-250-065-000	$0.00			
29	005-250-066-000	$0.00			
30	005-250-067-000	$0.00			
31	005-250-068-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 20C

.

2020-2021

1.	BEGINNING FUND BALANCE			$	(123.70)
2.	LANDSCAPE MAINTENANCE COSTS	$	463.36		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	271.82		
	b. ENGINEERING ADMINISTRATION	$	163.30		
	c. LEGAL ADMINISTRATION	$	13.21		
	d. FINANCE ADMINISTRATION	$	35.44		
	e. TREE TRIMMING	$	68.00		
	f. GAS & UTILITIES	$	18.14		
	g. EQUIPMENT	$	47.10		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	11.08		
	i. MADERA COUNTY PROCESSING FEES	$	10.72		
			TOTAL COSTS:	$	1,102.17
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(12.52)
5.	TOTAL ASSESSMENT			$	1,213.35
6.	AVERAGE ASSESSMENT PER PARCEL				75.83

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20C - LA JOLLA ESTATES, PHASE 3

TOTAL ASSESSMENT:
$1,213.35

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-250-071-000	$75.83			
2	005-250-072-000	$75.83			
3	005-250-073-000	$75.83			
4	005-250-074-000	$75.83			
5	005-250-075-000	$75.83			
6	005-250-076-000	$75.83			
7	005-250-077-000	$75.83			
8	005-250-078-000	$75.83			
9	005-250-079-000	$75.83			
10	005-250-080-000	$75.83			
11	005-250-081-000	$75.83			
12	005-250-082-000	$75.83			
13	005-250-083-000	$75.83			
14	005-250-084-000	$75.83			
15	005-250-085-000	$75.83			
16	005-250-086-000	$75.83			
	TOTAL	$1,213.35			

CITY OF MADERA

ZONE 21

.

2020-2021

1.	BEGINNING FUND BALANCE			$	(32,266.06)
2.	LANDSCAPE MAINTENANCE COSTS	$	4,538.20		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	785.15		
	b. ENGINEERING ADMINISTRATION	$	345.88		
	c. LEGAL ADMINISTRATION	$	27.98		
	d. FINANCE ADMINISTRATION	$	75.06		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	444.83		
	g. EQUIPMENT	$	321.45		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	21.96		
	i. MADERA COUNTY PROCESSING FEES	$	29.48		
			TOTAL COSTS:	$	6,589.98
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(38,856.04)
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21A - HOME RANCH PHASE I

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment
1	006-510-001-000	$0.00
2	006-510-002-000	$0.00
3	006-510-003-000	$0.00
4	006-510-004-000	$0.00
5	006-510-005-000	$0.00
6	006-510-006-000	$0.00
7	006-510-007-000	$0.00
8	006-510-008-000	$0.00
9	006-510-009-000	$0.00
10	006-510-010-000	$0.00
11	006-510-011-000	$0.00
12	006-510-012-000	$0.00
13	006-510-013-000	$0.00
14	006-510-014-000	$0.00
15	006-510-015-000	$0.00
16	006-510-016-000	$0.00
17	006-510-017-000	$0.00
18	006-510-018-000	$0.00
19	006-510-019-000	$0.00
20	006-510-022-000	$0.00
21	006-510-023-000	$0.00
22	006-510-024-000	$0.00
23	006-510-025-000	$0.00
24	006-510-044-000	$0.00
25	006-510-045-000	$0.00
26	006-510-047-000	$0.00
27	006-510-048-000	$0.00
28	006-510-049-000	$0.00
29	006-510-050-000	$0.00
30	006-510-051-000	$0.00
31	006-510-052-000	$0.00
32	006-510-053-000	$0.00
33	006-510-054-000	$0.00
34	006-510-055-000	$0.00
35	006-510-056-000	$0.00
36	006-510-057-000	$0.00
37	006-510-058-000	$0.00
38	006-510-059-000	$0.00
39	006-510-060-000	$0.00
40	006-510-061-000	$0.00
41	006-510-062-000	$0.00
42	006-510-063-000	$0.00
43	006-510-064-000	$0.00
44	006-510-065-000	$0.00
	TOTAL	$0.00

CITY OF MADERA

ZONE 21B

2020-2021

1.	BEGINNING FUND BALANCE				$	2,597.73
2.	LANDSCAPE MAINTENANCE COSTS		$	1,443.96		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	403.43		
	b.	ENGINEERING ADMINISTRATION	$	528.45		
	c.	LEGAL ADMINISTRATION	$	42.74		
	d.	FINANCE ADMINISTRATION	$	114.69		
	e.	TREE TRIMMING	$	293.00		
	f.	GAS & UTILITIES	$	127.53		
	g.	EQUIPMENT	$	94.90		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	6.38		
	i.	MADERA COUNTY PROCESSING FEES	$	48.24		
				TOTAL COSTS:	$	3,103.33
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,462.78
5.	TOTAL ASSESSMENT				$	2,968.38
6.	AVERAGE ASSESSMENT PER PARCEL					41.23

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21B - HOME RANCH PHASE II

TOTAL ASSESSMENT:
$2,968.38

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-510-061-000	$37.36	36	006-520-035-000	$37.36
2	006-510-062-000	$37.36	37	006-520-083-000	$82.48
3	006-510-063-000	$37.36	38	006-520-038-000	$37.36
4	006-520-086-000	$37.36	39	006-520-085-000	$82.48
5	006-520-087-000	$37.36	40	006-520-041-000	$37.36
6	006-520-003-000	$37.36	41	006-520-042-000	$37.36
7	006-520-004-000	$37.36	42	006-520-043-000	$37.36
8	006-520-005-000	$37.36	43	006-520-044-000	$37.36
9	006-520-006-000	$37.36	44	006-520-084-000	$82.48
10	006-520-007-000	$37.36	45	006-520-047-000	$37.36
11	006-520-008-000	$37.36	46	006-520-048-000	$37.36
12	006-520-009-000	$37.36	47	006-520-049-000	$37.36
13	006-520-010-000	$37.36	48	006-520-050-000	$37.36
14	006-520-011-000	$37.36	49	006-520-051-000	$37.36
15	006-520-012-000	$37.36	50	006-520-052-000	$37.36
16	006-520-013-000	$37.36	51	006-520-053-000	$37.36
17	006-520-014-000	$37.36	52	006-520-054-000	$37.36
18	006-520-015-000	$37.36	53	006-520-055-000	$37.36
19	006-520-016-000	$37.36	54	006-520-056-000	$37.36
20	006-520-017-000	$37.36	55	006-520-057-000	$37.36
21	006-520-018-000	$37.36	56	006-520-058-000	$37.36
22	006-520-019-000	$37.36	57	006-520-059-000	$37.36
23	006-520-020-000	$37.36	58	006-520-060-000	$37.36
24	006-520-021-000	$37.36	59	006-520-061-000	$37.36
25	006-520-022-000	$37.36	60	006-520-062-000	$37.36
26	006-520-023-000	$37.36	61	006-520-080-000	$54.98
27	006-520-024-000	$37.36	62	006-520-081-000	$54.98
28	006-520-025-000	$37.36	63	006-520-082-000	$54.98
29	006-520-027-000	$37.36	64	006-520-067-000	$37.36
30	006-520-026-000	$37.36	65	006-520-068-000	$37.36
31	006-520-079-000	$82.48	66	006-520-069-000	$37.36
32	006-520-030-000	$37.36	67	006-520-070-000	$37.36
33	006-520-077-000	$82.48	68	006-520-071-000	$37.36
34	006-520-033-000	$37.36	69	006-520-072-000	$37.36
35	006-520-034-000	$37.36	70	006-520-073-000	$37.36
71	006-520-074-000	$37.36			
72	006-520-075-000	$37.36			
	TOTAL	$2,968.38			

CITY OF MADERA

ZONE 21C

.

2020-2021

1.	BEGINNING FUND BALANCE			$	33,519.36
2.	LANDSCAPE MAINTENANCE COSTS	$	6,411.94		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	956.25		
	b. ENGINEERING ADMINISTRATION	$	619.74		
	c. LEGAL ADMINISTRATION	$	50.13		
	d. FINANCE ADMINISTRATION	$	134.50		
	e. TREE TRIMMING	$	765.00		
	f. GAS & UTILITIES	$	587.04		
	g. EQUIPMENT	$	421.39		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	28.27		
	i. MADERA COUNTY PROCESSING FEES	$	57.62		
			TOTAL COSTS:	$	10,031.87
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				26,201.60
5.	TOTAL ASSESSMENT			$	2,714.12
6.	AVERAGE ASSESSMENT PER PARCEL				31.56

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21C - HOME RANCH PHASE III

TOTAL ASSESSMENT:
$2,714.12

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-562-001-000	$31.56	36	006-562-020-000	$31.56
2	006-562-002-000	$31.56	37	006-562-062-000	$31.56
3	006-562-003-000	$31.56	38	006-562-060-000	$31.56
4	006-562-063-000	$31.56	39	006-562-059-000	$31.56
5	006-561-001-000	$31.56	40	006-562-058-000	$31.56
6	006-561-002-000	$31.56	41	006-562-057-000	$31.56
7	006-561-003-000	$31.56	42	006-561-020-000	$31.56
8	006-561-004-000	$31.56	43	006-561-021-000	$31.56
9	006-561-005-000	$31.56	44	006-561-022-000	$31.56
10	006-561-006-000	$31.56	45	006-561-023-000	$31.56
11	006-561-007-000	$31.56	46	006-561-024-000	$31.56
12	006-561-008-000	$31.56	47	006-561-025-000	$31.56
13	006-561-009-000	$31.56	48	006-561-026-000	$31.56
14	006-561-010-000	$31.56	49	006-561-027-000	$31.56
15	006-561-011-000	$31.56	50	006-561-028-000	$31.56
16	006-561-012-000	$31.56	51	006-561-029-000	$31.56
17	006-561-013-000	$31.56	52	006-561-030-000	$31.56
18	006-561-014-000	$31.56	53	006-561-031-000	$31.56
19	006-561-015-000	$31.56	54	006-561-032-000	$31.56
20	006-562-006-000	$31.56	55	006-561-033-000	$31.56
21	006-562-007-000	$31.56	56	006-561-034-000	$31.56
22	006-562-008-000	$31.56	57	006-561-035-000	$31.56
23	006-562-009-000	$31.56	58	006-561-036-000	$31.56
24	006-562-010-000	$31.56	59	006-561-037-000	$31.56
25	006-562-011-000	$31.56	60	006-561-038-000	$31.56
26	006-562-012-000	$31.56	61	006-561-039-000	$31.56
27	006-562-013-000	$31.56	62	006-561-040-000	$31.56
28	006-562-064-000	$31.56	63	006-561-041-000	$31.56
29	006-561-043-000	$31.56	64	006-562-028-000	$31.56
30	006-561-018-000	$31.56	65	006-562-029-000	$31.56
31	006-561-019-000	$31.56	66	006-562-030-000	$31.56
32	006-562-016-000	$31.56	67	006-562-031-000	$31.56
33	006-562-017-000	$31.56	68	006-562-032-000	$31.56
34	006-562-018-000	$31.56	69	006-562-033-000	$31.56
35	006-562-019-000	$31.56	70	006-562-034-000	$31.56
71	006-562-035-000	$31.56			
72	006-562-036-000	$31.56			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
73	006-562-037-000	$31.56			
74	006-562-038-000	$31.56			
75	006-562-039-000	$31.56			
76	006-562-040-000	$31.56			
77	006-562-041-000	$31.56			
78	006-562-042-000	$31.56			
79	006-562-043-000	$31.56			
80	006-562-044-000	$31.56			
81	006-562-045-000	$31.56			
82	006-562-046-000	$31.56			
83	006-562-047-000	$31.56			
84	006-562-048-000	$31.56			
85	006-562-049-000	$31.56			
86	006-562-061-000	$31.56			
	TOTAL	$2,714.12			

CITY OF MADERA

ZONE 21D

.

2020-2021

1.	BEGINNING FUND BALANCE			$	38,961.68
2.	LANDSCAPE MAINTENANCE COSTS	$	3,195.52		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	840.51		
	b. ENGINEERING ADMINISTRATION	$	2,719.36		
	c. LEGAL ADMINISTRATION	$	219.96		
	d. FINANCE ADMINISTRATION	$	590.17		
	e. TREE TRIMMING	$	833.00		
	f. GAS & UTILITIES	$	288.48		
	g. EQUIPMENT	$	210.01		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	14.10		
	i. MADERA COUNTY PROCESSING FEES	$	273.36		
			TOTAL COSTS:	$	9,184.46
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				30,568.11
5.	TOTAL ASSESSMENT			$	788.63
6.	AVERAGE ASSESSMENT PER PARCEL				1.94

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTF

ZONE 21D
HOME RANCH PHASE IV, MELANIE MEADOWS PHASE I
TOTAL ASSESSMENT:
$788.63

Assessment Number	Assessor's Parcel Number	Assessment	Base Covenant	Developer Lot #	Development Name
1	006-511-001-000	$1.93			Home Ranch IV
2	006-511-002-000	$1.93			Home Ranch IV
3	006-511-003-000	$1.93			Home Ranch IV
4	006-511-004-000	$1.93			Home Ranch IV
5	006-511-005-000	$1.93			Home Ranch IV
6	006-511-006-000	$1.93			Home Ranch IV
7	006-511-007-000	$1.93			Home Ranch IV
8	006-511-008-000	$1.93			Home Ranch IV
9	006-511-009-000	$1.93			Home Ranch IV
10	006-511-010-000	$1.93			Home Ranch IV
11	006-511-011-000	$1.93			Home Ranch IV
12	006-511-012-000	$1.93			Home Ranch IV
13	006-511-013-000	$1.93			Home Ranch IV
14	006-511-014-000	$1.93			Home Ranch IV
15	006-511-015-000	$1.93			Home Ranch IV
16	006-511-016-000	$1.93			Home Ranch IV
17	006-511-017-000	$1.93			Home Ranch IV
18	006-511-018-000	$1.93			Home Ranch IV
19	006-511-019-000	$1.93			Home Ranch IV
20	006-511-020-000	$1.93			Home Ranch IV
21	006-511-021-000	$1.93			Home Ranch IV
22	006-511-022-000	$1.93			Home Ranch IV
23	006-511-023-000	$1.93			Home Ranch IV
24	006-511-024-000	$1.93			Home Ranch IV
25	006-511-025-000	$1.93			Home Ranch IV
26	006-511-026-000	$1.93			Home Ranch IV
27	006-511-027-000	$1.93			Home Ranch IV
28	006-511-028-000	$1.93			Home Ranch IV
29	006-511-029-000	$1.93			Home Ranch IV
30	006-511-030-000	$1.93			Home Ranch IV
31	006-511-031-000	$1.93			Home Ranch IV
32	006-511-032-000	$1.93			Home Ranch IV
33	006-511-033-000	$1.93			Home Ranch IV
34	006-511-034-000	$1.93			Home Ranch IV
35	006-511-035-000	$1.93			Home Ranch IV
36	006-511-036-000	$1.93			Home Ranch IV
37	006-511-037-000	$1.93			Home Ranch IV
38	006-511-038-000	$1.93			Home Ranch IV
39	006-511-039-000	$1.93			Home Ranch IV
40	006-511-040-000	$1.93			Home Ranch IV
41	006-511-041-000	$1.93			Home Ranch IV
42	006-511-042-000	$1.93			Home Ranch IV
43	006-511-043-000	$1.93			Home Ranch IV
44	006-511-044-000	$1.93			Home Ranch IV

Assessment Number	Assessor's Parcel Number	Assessment	Base Covenant	Developer Lot #	Development Name
45	006-511-045-000	$1.93			Home Ranch IV
46	006-511-046-000	$1.93			Home Ranch IV
47	006-511-047-000	$1.93			Home Ranch IV
48	006-511-048-000	$1.93			Home Ranch IV
49	006-511-049-000	$1.93			Home Ranch IV
50	006-511-050-000	$1.93			Home Ranch IV
51	006-511-051-000	$1.93			Home Ranch IV
52	006-511-052-000	$1.93			Home Ranch IV
53	006-511-053-000	$1.93			Home Ranch IV
54	006-511-054-000	$1.93			Home Ranch IV
55	006-590-001-000	$1.93		1	Melanie Meadows
56	006-590-002-000	$1.93	$117.50	2	Melanie Meadows
57	006-590-003-000	$1.93	$117.50	3	Melanie Meadows
58	006-590-004-000	$1.93	$117.50	4	Melanie Meadows
59	006-590-005-000	$1.93	$117.50	5	Melanie Meadows
60	006-590-006-000	$1.93	$117.50	6	Melanie Meadows
61	006-590-007-000	$1.93	$117.50	7	Melanie Meadows
62	006-590-008-000	$1.93	$117.50	8	Melanie Meadows
63	006-590-009-000	$1.93	$117.50	9	Melanie Meadows
64	006-590-010-000	$1.93	$117.50	10	Melanie Meadows
65	006-590-011-000	$1.93	$117.50	11	Melanie Meadows
66	006-590-012-000	$1.93	$117.50	12	Melanie Meadows
67	006-590-013-000	$1.93	$117.50	13	Melanie Meadows
68	006-590-014-000	$1.93	$117.50	14	Melanie Meadows
69	006-590-015-000	$1.93	$117.50	15	Melanie Meadows
70	006-590-016-000	$1.93	$117.50	16	Melanie Meadows
71	006-590-017-000	$1.93	$117.50	17	Melanie Meadows
72	006-590-018-000	$1.93	$117.50	18	Melanie Meadows
73	006-590-019-000	$1.93	$117.50	19	Melanie Meadows
74	006-590-020-000	$1.93	$117.50	20	Melanie Meadows
75	006-590-021-000	$1.93	$117.50	21	Melanie Meadows
76	006-590-022-000	$1.93	$117.50	22	Melanie Meadows
77	006-590-023-000	$1.93	$117.50	23	Melanie Meadows
78	006-590-024-000	$1.93	$117.50	24	Melanie Meadows
79	006-590-025-000	$1.93	$117.50	25	Melanie Meadows
80	006-590-026-000	$1.93	$117.50	26	Melanie Meadows
81	006-590-027-000	$1.93	$117.50	27	Melanie Meadows
82	006-590-028-000	$1.93	$117.50	28	Melanie Meadows
83	006-590-029-000	$1.93	$117.50	29	Melanie Meadows
84	006-590-030-000	$1.93	$117.50	30	Melanie Meadows
85	006-590-031-000	$1.93	$117.50	31	Melanie Meadows
86	006-590-032-000	$1.93	$117.50	32	Melanie Meadows
87	006-590-033-000	$1.93	$117.50	33	Melanie Meadows
88	006-590-034-000	$1.93	$117.50	34	Melanie Meadows
89	006-590-035-000	$1.93	$117.50	35	Melanie Meadows
90	006-590-036-000	$1.93		36	Melanie Meadows
91	006-590-037-000	$1.93		37	Melanie Meadows
92	006-590-038-000	$1.93		38	Melanie Meadows
93	006-590-039-000	$1.93		39	Melanie Meadows
94	006-590-040-000	$1.93		40	Melanie Meadows
95	006-590-041-000	$1.93		41	Melanie Meadows
96	006-590-042-000	$1.93		42	Melanie Meadows
97	006-590-043-000	$1.93		43	Melanie Meadows
98	006-590-044-000	$1.93		44	Melanie Meadows
99	006-590-045-000	$1.93		45	Melanie Meadows
100	006-590-046-000	$1.93		46	Melanie Meadows

Assessment Number	Assessor's Parcel Number	Assessment	Base Covenant	Developer Lot #	Development Name
101	006-590-047-000	$1.93		47	Melanie Meadows
102	006-590-048-000	$1.93		48	Melanie Meadows
103	006-590-049-000	$1.93		49	Melanie Meadows
104	006-590-050-000	$1.93		50	Melanie Meadows
105	006-590-051-000	$1.93		51	Melanie Meadows
106	006-590-052-000	$1.93		52	Melanie Meadows
107	006-590-053-000	$1.93		53	Melanie Meadows
108	006-590-054-000	$1.93		54	Melanie Meadows
109	006-591-001-000	$1.93		55	Melanie Meadows
110	006-591-002-000	$1.93		56	Melanie Meadows
111	006-591-003-000	$1.93		57	Melanie Meadows
112	006-591-004-000	$1.93		58	Melanie Meadows
113	006-591-005-000	$1.93		59	Melanie Meadows
114	006-591-006-000	$1.93		60	Melanie Meadows
115	006-591-007-000	$1.93		61	Melanie Meadows
116	006-591-008-000	$1.93		62	Melanie Meadows
117	006-591-009-000	$1.93		63	Melanie Meadows
118	006-591-010-000	$1.93		64	Melanie Meadows
119	006-591-011-000	$1.93		65	Melanie Meadows
120	006-591-012-000	$1.93		66	Melanie Meadows
121	006-591-013-000	$1.93		67	Melanie Meadows
122	006-591-014-000	$1.93		68	Melanie Meadows
123	006-591-015-000	$1.93		69	Melanie Meadows
124	006-591-016-000	$1.93		70	Melanie Meadows
125	006-591-017-000	$1.93		71	Melanie Meadows
126	006-591-018-000	$1.93		72	Melanie Meadows
127	006-591-019-000	$1.93		73	Melanie Meadows
128	006-591-020-000	$1.93		74	Melanie Meadows
129	006-591-021-000	$1.93		75	Melanie Meadows
130	006-591-022-000	$1.93		76	Melanie Meadows
131	006-591-023-000	$1.93		77	Melanie Meadows
132	006-591-024-000	$1.93		78	Melanie Meadows
133	006-591-025-000	$1.93		79	Melanie Meadows
134	006-591-026-000	$1.93		80	Melanie Meadows
135	006-591-027-000	$1.93		81	Melanie Meadows
136	006-591-028-000	$1.93		82	Melanie Meadows
137	006-591-029-000	$1.93		83	Melanie Meadows
138	006-591-030-000	$1.93		84	Melanie Meadows
139	006-591-031-000	$1.93		85	Melanie Meadows
140	006-591-032-000	$1.93		86	Melanie Meadows
141	006-591-033-000	$1.93		87	Melanie Meadows
142	006-591-034-000	$1.93		88	Melanie Meadows
143	006-591-035-000	$1.93		89	Melanie Meadows
144	006-591-036-000	$1.93		90	Melanie Meadows
145	006-591-037-000	$1.93		91	Melanie Meadows
146	006-591-038-000	$1.93		92	Melanie Meadows
147	006-591-039-000	$1.93		93	Melanie Meadows
148	006-591-040-000	$1.93		94	Melanie Meadows
149	006-591-041-000	$1.93		95	Melanie Meadows
150	006-591-042-000	$1.93		96	Melanie Meadows
151	006-591-043-000	$1.93		97	Melanie Meadows
152	006-591-044-000	$1.93		98	Melanie Meadows
153	006-591-045-000	$1.93		99	Melanie Meadows
154	006-591-046-000	$1.93		100	Melanie Meadows
155	006-591-047-000	$1.93		101	Melanie Meadows
156	006-591-048-000	$1.93		102	Melanie Meadows

Assessment Number	Assessor's Parcel Number	Assessment	Base Covenant	Developer Lot #	Development Name
157	006-591-049-000	$1.93		103	Melanie Meadows
158	006-591-050-000	$1.93		104	Melanie Meadows
159	006-591-051-000	$1.93		105	Melanie Meadows
160	006-591-052-000	$1.93		106	Melanie Meadows
161	006-591-053-000	$1.93		107	Melanie Meadows
162	006-591-054-000	$1.93		108	Melanie Meadows
163	006-591-055-000	$1.93		109	Melanie Meadows
164	006-591-056-000	$1.93		110	Melanie Meadows
165	006-591-057-000	$1.93		111	Melanie Meadows
166	006-591-058-000	$1.93		112	Melanie Meadows
167	006-591-059-000	$1.93		113	Melanie Meadows
168	006-591-060-000	$1.93		114	Melanie Meadows
169	006-591-061-000	$1.93		115	Melanie Meadows
170	006-591-062-000	$1.93		116	Melanie Meadows
171	006-591-063-000	$1.93		117	Melanie Meadows
172	006-591-064-000	$1.93		118	Melanie Meadows
173	006-591-065-000	$1.93		119	Melanie Meadows
174	006-592-002-000	$1.93		120	Melanie Meadows
175	006-592-003-000	$1.93		121	Melanie Meadows
176	006-592-004-000	$1.93		122	Melanie Meadows
177	006-592-005-000	$1.93		123	Melanie Meadows
178	006-592-006-000	$1.93		124	Melanie Meadows
179	006-592-007-000	$1.93		125	Melanie Meadows
180	006-592-008-000	$1.93		126	Melanie Meadows
181	006-592-009-000	$1.93		127	Melanie Meadows
182	006-592-010-000	$1.93		128	Melanie Meadows
183	006-592-011-000	$1.93		129	Melanie Meadows
184	006-592-012-000	$1.93		130	Melanie Meadows
185	006-592-013-000	$1.93		131	Melanie Meadows
186	006-592-014-000	$1.93		132	Melanie Meadows
187	006-592-015-000	$1.93		133	Melanie Meadows
188	006-592-016-000	$1.93		134	Melanie Meadows
189	006-592-017-000	$1.93		135	Melanie Meadows
190	006-592-018-000	$1.93		136	Melanie Meadows
191	006-592-019-000	$1.93		137	Melanie Meadows
192	006-592-020-000	$1.93		138	Melanie Meadows
193	006-592-021-000	$1.93		139	Melanie Meadows
194	006-592-022-000	$1.93		140	Melanie Meadows
195	006-592-023-000	$1.93		141	Melanie Meadows
196	006-592-024-000	$1.93		142	Melanie Meadows
197	006-592-025-000	$1.93		143	Melanie Meadows
198	006-592-026-000	$1.93		144	Melanie Meadows
199	006-592-027-000	$1.93		145	Melanie Meadows
200	006-592-028-000	$1.93		146	Melanie Meadows
201	006-592-029-000	$1.93		147	Melanie Meadows
202	006-592-030-000	$1.93		148	Melanie Meadows
203	006-592-031-000	$1.93		149	Melanie Meadows
204	006-592-032-000	$1.93		150	Melanie Meadows
205	006-592-033-000	$1.93		151	Melanie Meadows
206	006-592-034-000	$1.93		152	Melanie Meadows
207	006-592-035-000	$1.93		153	Melanie Meadows
208	006-592-036-000	$1.93		154	Melanie Meadows
209	006-592-037-000	$1.93		155	Melanie Meadows
210	006-592-038-000	$1.93		156	Melanie Meadows
211	006-592-039-000	$1.93		157	Melanie Meadows
212	006-592-040-000	$1.93		158	Melanie Meadows

Assessment Number	Assessor's Parcel Number	Assessment	Base Covenant	Developer Lot #	Development Name
213	006-592-041-000	$1.93		159	Melanie Meadows
214	006-592-042-000	$1.93		160	Melanie Meadows
215	006-592-043-000	$1.93		161	Melanie Meadows
216	006-592-044-000	$1.93		162	Melanie Meadows
217	006-592-045-000	$1.93		163	Melanie Meadows
218	006-592-046-000	$1.93		164	Melanie Meadows
219	006-592-047-000	$1.93		165	Melanie Meadows
220	006-592-048-000	$1.93		166	Melanie Meadows
221	006-592-049-000	$1.93		167	Melanie Meadows
222	006-592-050-000	$1.93		168	Melanie Meadows
223	006-592-051-000	$1.93		169	Melanie Meadows
224	006-592-052-000	$1.93		170	Melanie Meadows
225	006-592-053-000	$1.93		171	Melanie Meadows
226	006-592-054-000	$1.93		172	Melanie Meadows
227	006-601-001-000	$1.93		1	Rancho Santa Fe
228	006-601-002-000	$1.93		2	Rancho Santa Fe
229	006-601-003-000	$1.93		3	Rancho Santa Fe
230	006-601-004-000	$1.93		4	Rancho Santa Fe
231	006-601-005-000	$1.93		5	Rancho Santa Fe
232	006-601-006-000	$1.93		6	Rancho Santa Fe
233	006-601-007-000	$1.93		7	Rancho Santa Fe

RICT

AND RANCHO SANTA FE

Date Added

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6/15/2021
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CITY OF MADERA

ZONE 23

.

2020-2021

1.	BEGINNING FUND BALANCE			$	(1,812.83)
2.	LANDSCAPE MAINTENANCE COSTS	$	0.00		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	278.73		
	b. ENGINEERING ADMINISTRATION	$	117.66		
	c. LEGAL ADMINISTRATION	$	9.52		
	d. FINANCE ADMINISTRATION	$	25.53		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	11.02		
	g. EQUIPMENT	$	0.00		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
	i. MADERA COUNTY PROCESSING FEES	$	6.03		
			TOTAL COSTS:	$	448.49
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,939.30)
5.	TOTAL ASSESSMENT			$	322.02
6.	AVERAGE ASSESSMENT PER PARCEL				35.78

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 23 - ELM ESTATES II

TOTAL ASSESSMENT:
$322.02

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-150-004-000	$35.78			
2	008-150-005-000	$35.78			
3	008-150-006-000	$35.78			
4	008-150-007-000	$35.78			
5	008-150-008-000	$35.78			
6	008-150-009-000	$35.78			
7	008-150-010-000	$35.78			
8	008-150-011-000	$35.78			
9	008-150-012-000	$35.78			
	TOTAL	$322.02			

CITY OF MADERA

ZONE 24

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2020-2021

1.	BEGINNING FUND BALANCE			$	16,996.70
2.	LANDSCAPE MAINTENANCE COSTS	$	7,196.23		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,222.51		
	b. ENGINEERING ADMINISTRATION	$	371.96		
	c. LEGAL ADMINISTRATION	$	30.09		
	d. FINANCE ADMINISTRATION	$	80.72		
	e. TREE TRIMMING	$	1,643.00		
	f. GAS & UTILITIES	$	1,333.70		
	g. EQUIPMENT	$	653.96		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	202.56		
	i. MADERA COUNTY PROCESSING FEES	$	32.16		
			TOTAL COSTS:	$	12,766.89
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				14,007.55
5.	TOTAL ASSESSMENT			$	9,777.26
6.	AVERAGE ASSESSMENT PER PARCEL				203.70

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 24 - VISTA DEL SIERRA (RDA)

TOTAL ASSESSMENT:
$9,777.26

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-120-003-000	$203.69	36	008-120-038-000	$203.69
2	008-120-004-000	$203.69	37	008-120-039-000	$203.69
3	008-120-005-000	$203.69	38	008-120-040-000	$203.69
4	008-120-006-000	$203.69	39	008-120-041-000	$203.69
5	008-120-007-000	$203.69	40	008-120-042-000	$203.69
6	008-120-008-000	$203.69	41	008-120-043-000	$203.69
7	008-120-009-000	$203.69	42	008-120-044-000	$203.69
8	008-120-010-000	$203.69	43	008-120-045-000	$203.69
9	008-120-011-000	$203.69	44	008-120-046-000	$203.69
10	008-120-012-000	$203.69	45	008-120-047-000	$203.69
11	008-120-013-000	$203.69	46	008-120-048-000	$203.69
12	008-120-014-000	$203.69	47	008-120-049-000	$203.69
13	008-120-015-000	$203.69	48	008-120-050-000	$203.69
14	008-120-016-000	$203.69			
15	008-120-017-000	$203.69			$9,777.26
16	008-120-018-000	$203.69			
17	008-120-019-000	$203.69			
18	008-120-020-000	$203.69			
19	008-120-021-000	$203.69			
20	008-120-022-000	$203.69			
21	008-120-023-000	$203.69			
22	008-120-024-000	$203.69			
23	008-120-025-000	$203.69			
24	008-120-026-000	$203.69			
25	008-120-027-000	$203.69			
26	008-120-028-000	$203.69			
27	008-120-029-000	$203.69			
28	008-120-030-000	$203.69			
29	008-120-031-000	$203.69			
30	008-120-032-000	$203.69			
31	008-120-033-000	$203.69			
32	008-120-034-000	$203.69			
33	008-120-035-000	$203.69			
34	008-120-036-000	$203.69			
35	008-120-037-000	$203.69			

CITY OF MADERA

ZONE 25C

2020-2021

+	BEGINNING FUND BALANCE			$	(1,847.68)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,100.32		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	430.69		
	b. ENGINEERING ADMINISTRATION	$	332.84		
	c. LEGAL ADMINISTRATION	$	26.92		
	d. FINANCE ADMINISTRATION	$	72.23		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	150.19		
	g. EQUIPMENT	$	83.54		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	27.48		
	i. MADERA COUNTY PROCESSING FEES	$	28.14		
	.		TOTAL COSTS:	$	2,252.36
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,226.66)
5.	TOTAL ASSESSMENT			$	1,873.38
6	AVERAGE ASSESSMENT PER PARCEL				44.60

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 25C - COTTONWOOD PHASE III

TOTAL ASSESSMENT:
$1,873.38

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-570-001-000	$44.60	36	006-570-036-000	$44.60
2	006-570-002-000	$44.60	37	006-570-037-000	$44.60
3	006-570-003-000	$44.60	38	006-570-038-000	$44.60
4	006-570-004-000	$44.60	39	006-570-039-000	$44.60
5	006-570-005-000	$44.60	40	006-570-040-000	$44.60
6	006-570-006-000	$44.60	41	006-570-041-000	$44.60
7	006-570-007-000	$44.60	42	006-570-042-000	$44.60
8	006-570-008-000	$44.60			
9	006-570-009-000	$44.60			$1,873.38
10	006-570-010-000	$44.60			
11	006-570-011-000	$44.60			
12	006-570-012-000	$44.60			
13	006-570-013-000	$44.60			
14	006-570-014-000	$44.60			
15	006-570-015-000	$44.60			
16	006-570-016-000	$44.60			
17	006-570-017-000	$44.60			
18	006-570-018-000	$44.60			
19	006-570-019-000	$44.60			
20	006-570-020-000	$44.60			
21	006-570-021-000	$44.60			
22	006-570-022-000	$44.60			
23	006-570-023-000	$44.60			
24	006-570-024-000	$44.60			
25	006-570-025-000	$44.60			
26	006-570-026-000	$44.60			
27	006-570-027-000	$44.60			
28	006-570-028-000	$44.60			
29	006-570-029-000	$44.60			
30	006-570-030-000	$44.60			
31	006-570-031-000	$44.60			
32	006-570-032-000	$44.60			
33	006-570-033-000	$44.60			
34	006-570-034-000	$44.60			
35	006-570-035-000	$44.60			

CITY OF MADERA

ZONE 25D

2020-2021

+	BEGINNING FUND BALANCE			$	4,542.55
2.	LANDSCAPE MAINTENANCE COSTS	$	1,021.73		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	430.69		
	b. ENGINEERING ADMINISTRATION	$	313.28		
	c. LEGAL ADMINISTRATION	$	25.34		
	d. FINANCE ADMINISTRATION	$	67.99		
	e. TREE TRIMMING	$	360.00		
	f. GAS & UTILITIES	$	150.19		
	g. EQUIPMENT	$	89.79		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	25.53		
	i. MADERA COUNTY PROCESSING FEES	$	26.13		
			TOTAL COSTS:	$	2,510.67
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,972.01
5.	TOTAL ASSESSMENT			$	1,940.13
6.	AVERAGE ASSESSMENT PER PARCEL				49.75

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

Zone 25D - Cottonwood Esates Phase 4

TOTAL ASSESSMENT:
$1,940.13

Assessment Number	Assessor's Parcel Number	Assessment
1	006-580-001-000	$49.75
2	006-580-002-000	$49.75
3	006-580-003-000	$49.75
4	006-580-004-000	$49.75
5	006-580-005-000	$49.75
6	006-580-006-000	$49.75
7	006-580-007-000	$49.75
8	006-580-008-000	$49.75
9	006-580-009-000	$49.75
10	006-580-010-000	$49.75
11	006-580-011-000	$49.75
12	006-580-012-000	$49.75
13	006-580-013-000	$49.75
14	006-580-014-000	$49.75
15	006-580-015-000	$49.75
16	006-580-016-000	$49.75
17	006-580-017-000	$49.75
18	006-580-018-000	$49.75
19	006-580-019-000	$49.75
20	006-580-020-000	$49.75
21	006-580-021-000	$49.75
22	006-580-022-000	$49.75
23	006-580-023-000	$49.75
24	006-580-024-000	$49.75
25	006-580-025-000	$49.75
26	006-580-026-000	$49.75
27	006-580-027-000	$49.75
28	006-580-028-000	$49.75
29	006-580-029-000	$49.75
30	006-580-030-000	$49.75
31	006-580-031-000	$49.75
32	006-580-032-000	$49.75
33	006-580-033-000	$49.75
34	006-580-034-000	$49.75
35	006-580-035-000	$49.75
36	006-580-036-000	$49.75
37	006-580-037-000	$49.75
38	006-580-038-000	$49.75
39	006-580-039-000	$49.75
	Total	$1,940.13

CITY OF MADERA

ZONE 26

2020-2021

1.	BEGINNING FUND BALANCE			$	(1,465.91)
2.	LANDSCAPE MAINTENANCE COSTS	$	959.06		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	278.94		
	b. ENGINEERING ADMINISTRATION	$	567.58		
	c. LEGAL ADMINISTRATION	$	45.91		
	d. FINANCE ADMINISTRATION	$	123.18		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	147.87		
	g. EQUIPMENT	$	31.53		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	32.68		
	i. MADERA COUNTY PROCESSING FEES	$	52.26		
			TOTAL COSTS:	$	2,239.00
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,183.38)
5.	TOTAL ASSESSMENT			$	1,521.52
6.	AVERAGE ASSESSMENT PER PARCEL				19.51

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26 - CORDOVA ESTATES PHASE I & II

TOTAL ASSESSMENT:
$1,521.52

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-260-001-000	$19.51	36	005-260-036-000	$19.51
2	005-260-002-000	$19.51	37	005-260-037-000	$19.51
3	005-260-003-000	$19.51	38	005-260-038-000	$19.51
4	005-260-004-000	$19.51	39	005-260-039-000	$19.51
5	005-260-005-000	$19.51	40	005-260-040-000	$19.51
6	005-260-006-000	$19.51	41	005-260-041-000	$19.51
7	005-260-007-000	$19.51	42	005-260-042-000	$19.51
8	005-260-008-000	$19.51	43	005-260-043-000	$19.51
9	005-260-009-000	$19.51	44	005-260-044-000	$19.51
10	005-260-010-000	$19.51	45	005-260-045-000	$19.51
11	005-260-011-000	$19.51	46	005-260-046-000	$19.51
12	005-260-012-000	$19.51	47	005-260-047-000	$19.51
13	005-260-013-000	$19.51	48	005-260-048-000	$19.51
14	005-260-014-000	$19.51	49	005-260-049-000	$19.51
15	005-260-015-000	$19.51	50	005-260-050-000	$19.51
16	005-260-016-000	$19.51	51	005-260-051-000	$19.51
17	005-260-017-000	$19.51	52	005-260-052-000	$19.51
18	005-260-018-000	$19.51	53	005-260-053-000	$19.51
19	005-260-019-000	$19.51	54	005-260-054-000	$19.51
20	005-260-020-000	$19.51	55	005-260-055-000	$19.51
21	005-260-021-000	$19.51	56	005-260-056-000	$19.51
22	005-260-022-000	$19.51	57	005-260-057-000	$19.51
23	005-260-023-000	$19.51	58	005-260-058-000	$19.51
24	005-260-024-000	$19.51	59	005-260-059-000	$19.51
25	005-260-025-000	$19.51	60	005-260-060-000	$19.51
26	005-260-026-000	$19.51	61	005-260-061-000	$19.51
27	005-260-027-000	$19.51	62	005-260-062-000	$19.51
28	005-260-028-000	$19.51	63	005-260-063-000	$19.51
29	005-260-029-000	$19.51	64	005-260-064-000	$19.51
30	005-260-030-000	$19.51	65	005-260-065-000	$19.51
31	005-260-031-000	$19.51	66	005-260-066-000	$19.51
32	005-260-032-000	$19.51	67	005-260-067-000	$19.51
33	005-260-033-000	$19.51	68	005-260-068-000	$19.51
34	005-260-034-000	$19.51	69	005-260-069-000	$19.51
35	005-260-035-000	$19.51	70	005-260-070-000	$19.51

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	005-260-071-000	$19.51			
72	005-260-072-000	$19.51			
73	005-260-073-000	$19.51			
74	005-260-074-000	$19.51			
75	005-260-075-000	$19.51			
76	005-260-076-000	$19.51			
77	005-260-077-000	$19.51			
78	005-260-078-000	$19.51			
	TOTAL	$1,521.52			

CITY OF MADERA

ZONE 26B

2020-2021

1.	BEGINNING FUND BALANCE			$	(1,603.25)
2.	LANDSCAPE MAINTENANCE COSTS	$	341.73		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	327.44		
	b. ENGINEERING ADMINISTRATION	$	456.73		
	c. LEGAL ADMINISTRATION	$	36.94		
	d. FINANCE ADMINISTRATION	$	99.12		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	64.36		
	g. EQUIPMENT	$	125.04		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	134.64		
	i. MADERA COUNTY PROCESSING FEES	$	40.87		
			TOTAL COSTS:	$	1,626.87
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,252.29)
5.	TOTAL ASSESSMENT			$	1,977.22
6.	AVERAGE ASSESSMENT PER PARCEL				32.42

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26B - CORDOVA ESTATES PHASE III

TOTAL ASSESSMENT:
$1,977.22

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-240-003-000	$32.41	36	005-240-040-000	$32.41
2	005-240-004-000	$32.41	37	005-240-041-000	$32.41
3	005-240-005-000	$32.41	38	005-240-042-000	$32.41
4	005-240-006-000	$32.41	39	005-240-043-000	$32.41
5	005-240-007-000	$32.41	40	005-240-044-000	$32.41
6	005-240-008-000	$32.41	41	005-240-045-000	$32.41
7	005-240-009-000	$32.41	42	005-240-046-000	$32.41
8	005-240-010-000	$32.41	43	005-240-047-000	$32.41
9	005-240-011-000	$32.41	44	005-240-048-000	$32.41
10	005-240-012-000	$32.41	45	005-240-049-000	$32.41
11	005-240-013-000	$32.41	46	005-240-050-000	$32.41
12	005-240-016-000	$32.41	47	005-240-051-000	$32.41
13	005-240-017-000	$32.41	48	005-240-052-000	$32.41
14	005-240-018-000	$32.41	49	005-240-053-000	$32.41
15	005-240-019-000	$32.41	50	005-240-054-000	$32.41
16	005-240-020-000	$32.41	51	005-240-055-000	$32.41
17	005-240-021-000	$32.41	52	005-240-056-000	$32.41
18	005-240-022-000	$32.41	53	005-240-057-000	$32.41
19	005-240-023-000	$32.41	54	005-240-058-000	$32.41
20	005-240-024-000	$32.41	55	005-240-059-000	$32.41
21	005-240-025-000	$32.41	56	005-240-060-000	$32.41
22	005-240-026-000	$32.41	57	005-240-061-000	$32.41
23	005-240-027-000	$32.41	58	005-240-062-000	$32.41
24	005-240-028-000	$32.41	59	005-240-064-000	$32.41
25	005-240-029-000	$32.41	60	005-240-065-000	$32.41
26	005-240-030-000	$32.41	61	005-240-066-000	$32.41
27	005-240-031-000	$32.41			
28	005-240-032-000	$32.41		TOTAL	$1,977.22
29	005-240-033-000	$32.41			
30	005-240-034-000	$32.41			
31	005-240-035-000	$32.41			
32	005-240-036-000	$32.41			
33	005-240-037-000	$32.41			
34	005-240-038-000	$32.41			
35	005-240-039-000	$32.41			

CITY OF MADERA

ZONE 26C

2020-2021

1.	BEGINNING FUND BALANCE			$	(142.97)
2.	LANDSCAPE MAINTENANCE COSTS	$	341.73		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	278.94		
	b. ENGINEERING ADMINISTRATION	$	398.04		
	c. LEGAL ADMINISTRATION	$	32.20		
	d. FINANCE ADMINISTRATION	$	86.38		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	23.64		
	g. EQUIPMENT	$	13.09		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	21.77		
	i. MADERA COUNTY PROCESSING FEES	$	34.84		
		TOTAL COSTS:		$	1,230.64
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(266.62)
5.	TOTAL ASSESSMENT			$	1,106.47
6.	AVERAGE ASSESSMENT PER PARCEL				21.29

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26C - CORDOVA ESTATES PHASE IV

TOTAL ASSESSMENT:
$1,106.47

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-241-002-000	$21.28	36	005-241-037-000	$21.28
2	005-241-003-000	$21.28	37	005-241-038-000	$21.28
3	005-241-004-000	$21.28	38	005-241-039-000	$21.28
4	005-241-005-000	$21.28	39	005-241-040-000	$21.28
5	005-241-006-000	$21.28	40	005-241-041-000	$21.28
6	005-241-007-000	$21.28	41	005-241-042-000	$21.28
7	005-241-008-000	$21.28	42	005-241-043-000	$21.28
8	005-241-009-000	$21.28	43	005-241-044-000	$21.28
9	005-241-010-000	$21.28	44	005-241-045-000	$21.28
10	005-241-011-000	$21.28	45	005-241-046-000	$21.28
11	005-241-012-000	$21.28	46	005-241-047-000	$21.28
12	005-241-013-000	$21.28	47	005-241-048-000	$21.28
13	005-241-014-000	$21.28	48	005-241-049-000	$21.28
14	005-241-015-000	$21.28	49	005-241-050-000	$21.28
15	005-241-016-000	$21.28	50	005-241-051-000	$21.28
16	005-241-017-000	$21.28	51	005-241-052-000	$21.28
17	005-241-018-000	$21.28	52	005-241-053-000	$21.28
18	005-241-019-000	$21.28			
19	005-241-020-000	$21.28		TOTAL	$1,106.47
20	005-241-021-000	$21.28			
21	005-241-022-000	$21.28			
22	005-241-023-000	$21.28			
23	005-241-024-000	$21.28			
24	005-241-025-000	$21.28			
25	005-241-026-000	$21.28			
26	005-241-027-000	$21.28			
27	005-241-028-000	$21.28			
28	005-241-029-000	$21.28			
29	005-241-030-000	$21.28			
30	005-241-031-000	$21.28			
31	005-241-032-000	$21.28			
32	005-241-033-000	$21.28			
33	005-241-034-000	$21.28			
34	005-241-035-000	$21.28			
35	005-241-036-000	$21.28			

CITY OF MADERA

ZONE 26D

2020-2021

1.	BEGINNING FUND BALANCE			$	(2,597.02)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,417.64		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	327.44		
	b. ENGINEERING ADMINISTRATION	$	208.95		
	c. LEGAL ADMINISTRATION	$	16.90		
	d. FINANCE ADMINISTRATION	$	45.35		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	64.36		
	g. EQUIPMENT	$	48.62		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	50.77		
	i. MADERA COUNTY PROCESSING FEES	$	15.41		
			TOTAL COSTS:	$	2,195.44
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(3,999.24)
5.	TOTAL ASSESSMENT			$	793.21
6.	AVERAGE ASSESSMENT PER PARCEL				34.49

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26D - OAKWOOD ESTATES

TOTAL ASSESSMENT:
$793.21

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-161-001-000	$34.49			
2	005-161-002-000	$34.49			
3	005-161-003-000	$34.49			
4	005-161-004-000	$34.49			
5	005-161-005-000	$34.49			
6	005-161-006-000	$34.49			
7	005-161-007-000	$34.49			
8	005-161-008-000	$34.49			
9	005-161-009-000	$34.49			
10	005-161-010-000	$34.49			
11	005-161-011-000	$34.49			
12	005-161-012-000	$34.49			
13	005-161-013-000	$34.49			
14	005-161-014-000	$34.49			
15	005-161-015-000	$34.49			
16	005-161-016-000	$34.49			
17	005-161-017-000	$34.49			
18	005-161-018-000	$34.49			
19	005-161-019-000	$34.49			
20	005-161-020-000	$34.49			
21	005-161-021-000	$34.49			
22	005-161-022-000	$34.49			
23	005-161-023-000	$34.49			
	TOTAL	$793.21			

CITY OF MADERA

ZONE 27A

2020-2021

1.	BEGINNING FUND BALANCE			$	1,261.49
2.	LANDSCAPE MAINTENANCE COSTS	$	538.90		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	304.15		
	b. ENGINEERING ADMINISTRATION	$	358.92		
	c. LEGAL ADMINISTRATION	$	29.03		
	d. FINANCE ADMINISTRATION	$	77.89		
	e. TREE TRIMMING	$	203.00		
	f. GAS & UTILITIES	$	45.00		
	g. EQUIPMENT	$	40.55		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	8.07		
	i. MADERA COUNTY PROCESSING FEES	$	30.82		
			TOTAL COSTS:	$	1,636.34
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,112.90
5.	TOTAL ASSESSMENT			$	1,487.75
6.	AVERAGE ASSESSMENT PER PARCEL				32.34

ASSESSMENT ROLL
2020-2021 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 27A - VINEYARD WEST I

TOTAL ASSESSMENT:
$1,487.75

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-454-001-000	$32.34	36	006-454-036-000	$32.34
2	006-454-002-000	$32.34	37	006-454-037-000	$32.34
3	006-454-003-000	$32.34	38	006-454-038-000	$32.34
4	006-454-004-000	$32.34	39	006-454-039-000	$32.34
5	006-454-005-000	$32.34	40	006-454-040-000	$32.34
6	006-454-006-000	$32.34	41	006-454-041-000	$32.34
7	006-454-007-000	$32.34	42	006-454-042-000	$32.34
8	006-454-008-000	$32.34	43	006-454-043-000	$32.34
9	006-454-009-000	$32.34	44	006-454-044-000	$32.34
10	006-454-010-000	$32.34	45	006-454-045-000	$32.34
11	006-454-011-000	$32.34	46	006-454-046-000	$32.34
12	006-454-012-000	$32.34			
13	006-454-013-000	$32.34		TOTAL	$1,487.75
14	006-454-014-000	$32.34			
15	006-454-015-000	$32.34			
16	006-454-016-000	$32.34			
17	006-454-017-000	$32.34			
18	006-454-018-000	$32.34			
19	006-454-019-000	$32.34			
20	006-454-020-000	$32.34			
21	006-454-021-000	$32.34			
22	006-454-022-000	$32.34			
23	006-454-023-000	$32.34			
24	006-454-024-000	$32.34			
25	006-454-025-000	$32.34			
26	006-454-026-000	$32.34			
27	006-454-027-000	$32.34			
28	006-454-028-000	$32.34			
29	006-454-029-000	$32.34			
30	006-454-030-000	$32.34			
31	006-454-031-000	$32.34			
32	006-454-032-000	$32.34			
33	006-454-033-000	$32.34			
34	006-454-034-000	$32.34			
35	006-454-035-000	$32.34			

CITY OF MADERA

ZONE 27B

2020-2021

1.	BEGINNING FUND BALANCE			$	(2,070.96)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,814.64		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	475.11		
	b. ENGINEERING ADMINISTRATION	$	345.88		
	c. LEGAL ADMINISTRATION	$	27.98		
	d. FINANCE ADMINISTRATION	$	75.06		
	e. TREE TRIMMING	$	315.00		
	f. GAS & UTILITIES	$	331.32		
	g. EQUIPMENT	$	70.97		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	27.26		
	i. MADERA COUNTY PROCESSING FEES		29.48		
			TOTAL COSTS:	$	3,512.70
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(3,577.06)
5.	TOTAL ASSESSMENT			$	2,006.17
6.	AVERAGE ASSESSMENT PER PARCEL				45.60

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 27B - VINEYARD WEST II

TOTAL ASSESSMENT:
$2,006.17

Assessment Number	Assessor's Parcel Number	Assessment
1	006-550-001-000	$45.59
2	006-550-002-000	$45.59
3	006-550-003-000	$45.59
4	006-550-004-000	$45.59
5	006-550-005-000	$45.59
6	006-550-006-000	$45.59
7	006-550-007-000	$45.59
8	006-550-008-000	$45.59
9	006-550-009-000	$45.59
10	006-550-010-000	$45.59
11	006-550-011-000	$45.59
12	006-550-012-000	$45.59
13	006-550-013-000	$45.59
14	006-550-014-000	$45.59
15	006-550-015-000	$45.59
16	006-550-016-000	$45.59
17	006-550-017-000	$45.59
18	006-550-018-000	$45.59
19	006-550-019-000	$45.59
20	006-550-020-000	$45.59
21	006-550-021-000	$45.59
22	006-550-022-000	$45.59
23	006-550-023-000	$45.59
24	006-550-024-000	$45.59
25	006-550-025-000	$45.59
26	006-550-026-000	$45.59
27	006-550-027-000	$45.59
28	006-550-028-000	$45.59
29	006-550-029-000	$45.59
30	006-550-030-000	$45.59
31	006-550-031-000	$45.59
32	006-550-032-000	$45.59
33	006-550-033-000	$45.59
34	006-550-034-000	$45.59
35	006-550-035-000	$45.59
36	006-550-036-000	$45.59
37	006-550-037-000	$45.59
38	006-550-038-000	$45.59
39	006-550-039-000	$45.59
40	006-550-040-000	$45.59
41	006-550-041-000	$45.59
42	006-550-042-000	$45.59
43	006-550-043-000	$45.59
44	006-550-044-000	$45.59
	TOTAL	$2,006.17

CITY OF MADERA

ZONE 28A

2020-2021

1.	BEGINNING FUND BALANCE				$	3,225.08
2.	LANDSCAPE MAINTENANCE COSTS		$	1,873.17		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	487.09		
	b.	ENGINEERING ADMINISTRATION	$	1,010.98		
	c.	LEGAL ADMINISTRATION	$	81.77		
	d.	FINANCE ADMINISTRATION	$	219.41		
	e.	TREE TRIMMING	$	833.00		
	f.	GAS & UTILITIES	$	197.07		
	g.	EQUIPMENT	$	156.82		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	145.92		
	i.	MADERA COUNTY PROCESSING FEES	$	97.82		
				TOTAL COSTS:	$	5,103.04
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					3,383.99
5.	TOTAL ASSESSMENT				$	5,260.49
6.	AVERAGE ASSESSMENT PER PARCEL					36.04

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 28 - CAPISTRANO XII & XIV

TOTAL ASSESSMENT:
$5,260.49

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-500-002-000	$36.03	36	009-500-037-000	$36.03
2	009-500-003-000	$36.03	37	009-500-038-000	$36.03
3	009-500-004-000	$36.03	38	009-500-039-000	$36.03
4	009-500-005-000	$36.03	39	009-500-040-000	$36.03
5	009-500-006-000	$36.03	40	009-500-041-000	$36.03
6	009-500-007-000	$36.03	41	009-500-042-000	$36.03
7	009-500-008-000	$36.03	42	009-500-043-000	$36.03
8	009-500-009-000	$36.03	43	009-500-044-000	$36.03
9	009-500-010-000	$36.03	44	009-500-045-000	$36.03
10	009-500-011-000	$36.03	45	009-500-046-000	$36.03
11	009-500-012-000	$36.03	46	009-500-047-000	$36.03
12	009-500-013-000	$36.03	47	009-500-048-000	$36.03
13	009-500-014-000	$36.03	48	009-500-049-000	$36.03
14	009-500-015-000	$36.03	49	009-500-050-000	$36.03
15	009-500-016-000	$36.03	50	009-500-051-000	$36.03
16	009-500-017-000	$36.03	51	009-500-052-000	$36.03
17	009-500-018-000	$36.03	52	009-500-053-000	$36.03
18	009-500-019-000	$36.03	53	009-500-054-000	$36.03
19	009-500-020-000	$36.03	54	009-500-055-000	$36.03
20	009-500-021-000	$36.03	55	009-500-056-000	$36.03
21	009-500-022-000	$36.03	56	009-500-057-000	$36.03
22	009-500-023-000	$36.03	57	009-500-058-000	$36.03
23	009-500-024-000	$36.03	58	009-500-059-000	$36.03
24	009-500-025-000	$36.03	59	009-500-060-000	$36.03
25	009-500-026-000	$36.03	60	009-500-061-000	$36.03
26	009-500-027-000	$36.03	61	009-500-062-000	$36.03
27	009-500-028-000	$36.03	62	009-500-063-000	$36.03
28	009-500-029-000	$36.03	63	009-500-064-000	$36.03
29	009-500-030-000	$36.03	64	009-500-065-000	$36.03
30	009-500-031-000	$36.03	65	009-500-066-000	$36.03
31	009-500-032-000	$36.03	66	009-500-067-000	$36.03
32	009-500-033-000	$36.03	67	009-500-068-000	$36.03
33	009-500-034-000	$36.03	68	009-500-069-000	$36.03
34	009-500-035-000	$36.03	69	009-500-070-000	$36.03
35	009-500-036-000	$36.03	70	009-500-071-000	$36.03

Assessment Number	Assessor's Parcel Number	Assessment
71	009-500-072-000	$36.03
72	009-500-073-000	$36.03
73	009-500-074-000	$36.03
74	009-500-075-000	$36.03
75	009-500-076-000	$36.03
76	009-500-077-000	$36.03
77	009-500-078-000	$36.03
78	009-500-079-000	$36.03
79	009-500-080-000	$36.03
80	009-500-081-000	$36.03
81	009-500-082-000	$36.03
82	009-500-083-000	$36.03
83	009-500-084-000	$36.03
84	009-500-085-000	$36.03
85	009-500-086-000	$36.03
86	009-500-087-000	$36.03
87	009-530-001-000	$36.03
88	009-530-002-000	$36.03
89	009-530-003-000	$36.03
90	009-530-004-000	$36.03
91	009-530-005-000	$36.03
92	009-530-006-000	$36.03
93	009-530-007-000	$36.03
94	009-530-008-000	$36.03
95	009-530-009-000	$36.03
96	009-530-010-000	$36.03
97	009-530-011-000	$36.03
98	009-530-012-000	$36.03
99	009-530-013-000	$36.03
100	009-530-014-000	$36.03
101	009-530-015-000	$36.03
102	009-530-016-000	$36.03
103	009-530-017-000	$36.03
104	009-530-018-000	$36.03
105	009-530-019-000	$36.03
106	009-530-020-000	$36.03
107	009-530-021-000	$36.03
108	009-530-022-000	$36.03
109	009-530-023-000	$36.03
110	009-530-024-000	$36.03
111	009-530-025-000	$36.03
112	009-530-026-000	$36.03
113	009-530-027-000	$36.03
114	009-530-028-000	$36.03
115	009-530-029-000	$36.03
116	009-530-030-000	$36.03
117	009-530-031-000	$36.03
118	009-530-032-000	$36.03
119	009-530-033-000	$36.03
120	009-530-034-000	$36.03
121	009-530-035-000	$36.03
122	009-530-036-000	$36.03
123	009-530-037-000	$36.03
124	009-530-038-000	$36.03
125	009-530-039-000	$36.03
126	009-530-040-000	$36.03
127	009-530-041-000	$36.03
128	009-530-042-000	$36.03
129	009-530-043-000	$36.03
130	009-530-044-000	$36.03
131	009-530-045-000	$36.03
132	009-530-046-000	$36.03
133	009-530-047-000	$36.03
134	009-530-048-000	$36.03
135	009-530-049-000	$36.03
136	009-530-050-000	$36.03
137	009-530-051-000	$36.03
138	009-530-052-000	$36.03
139	009-530-053-000	$36.03
140	009-530-054-000	$36.03
141	009-530-055-000	$36.03
142	009-530-056-000	$36.03
143	009-530-057-000	$36.03
144	009-530-058-000	$36.03
145	009-530-059-000	$36.03
146	009-530-060-000	$36.03
	TOTAL	$5,260.49

CITY OF MADERA

ZONE 28B

2020-2021

1.	BEGINNING FUND BALANCE			$	2,078.87
2.	LANDSCAPE MAINTENANCE COSTS	$	233.70		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	307.71		
	b. ENGINEERING ADMINISTRATION	$	548.02		
	c. LEGAL ADMINISTRATION	$	44.33		
	d. FINANCE ADMINISTRATION	$	118.93		
	e. TREE TRIMMING	$	180.00		
	f. GAS & UTILITIES	$	47.97		
	g. EQUIPMENT	$	22.00		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	24.13		
	i. MADERA COUNTY PROCESSING FEES	$	50.25		
			TOTAL COSTS:	$	1,577.04
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,773.89
5.	TOTAL ASSESSMENT			$	1,272.06
6.	AVERAGE ASSESSMENT PER PARCEL				16.96

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 28B - CAPISTRANO XIII

TOTAL ASSESSMENT:
$1,272.06

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-510-003-000	$16.96	36	009-510-038-000	$16.96
2	009-510-004-000	$16.96	37	009-510-039-000	$16.96
3	009-510-005-000	$16.96	38	009-510-040-000	$16.96
4	009-510-006-000	$16.96	39	009-510-041-000	$16.96
5	009-510-007-000	$16.96	40	009-510-042-000	$16.96
6	009-510-008-000	$16.96	41	009-510-043-000	$16.96
7	009-510-009-000	$16.96	42	009-510-044-000	$16.96
8	009-510-010-000	$16.96	43	009-510-049-000	$16.96
9	009-510-011-000	$16.96	44	009-510-050-000	$16.96
10	009-510-012-000	$16.96	45	009-510-051-000	$16.96
11	009-510-013-000	$16.96	46	009-510-052-000	$16.96
12	009-510-014-000	$16.96	47	009-510-053-000	$16.96
13	009-510-015-000	$16.96	48	009-510-054-000	$16.96
14	009-510-016-000	$16.96	49	009-510-055-000	$16.96
15	009-510-017-000	$16.96	50	009-510-056-000	$16.96
16	009-510-018-000	$16.96	51	009-510-057-000	$16.96
17	009-510-019-000	$16.96	52	009-510-058-000	$16.96
18	009-510-020-000	$16.96	53	009-510-059-000	$16.96
19	009-510-021-000	$16.96	54	009-510-060-000	$16.96
20	009-510-022-000	$16.96	55	009-510-061-000	$16.96
21	009-510-023-000	$16.96	56	009-510-062-000	$16.96
22	009-510-024-000	$16.96	57	009-510-063-000	$16.96
23	009-510-025-000	$16.96	58	009-510-064-000	$16.96
24	009-510-026-000	$16.96	59	009-510-065-000	$16.96
25	009-510-027-000	$16.96	60	009-510-066-000	$16.96
26	009-510-028-000	$16.96	61	009-510-067-000	$16.96
27	009-510-029-000	$16.96	62	009-510-068-000	$16.96
28	009-510-030-000	$16.96	63	009-510-069-000	$16.96
29	009-510-031-000	$16.96	64	009-510-070-000	$16.96
30	009-510-032-000	$16.96	65	009-510-071-000	$16.96
31	009-510-033-000	$16.96	66	009-510-072-000	$16.96
32	009-510-034-000	$16.96	67	009-510-073-000	$16.96
33	009-510-035-000	$16.96	68	009-510-074-000	$16.96
34	009-510-036-000	$16.96	69	009-510-075-000	$16.96
35	009-510-037-000	$16.96	70	009-510-076-000	$16.96
71	009-510-077-000	$16.96			
72	009-510-078-000	$16.96			
73	009-510-079-000	$16.96			
74	009-510-080-000	$16.96			
75	009-510-081-000	$16.96			
	TOTAL	$1,272.06			

CITY OF MADERA

ZONE 29

2020-2021

1.	BEGINNING FUND BALANCE			$	4,413.01
2.	LANDSCAPE MAINTENANCE COSTS	$	4,748.51		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	398.19		
	b. ENGINEERING ADMINISTRATION	$	1,265.28		
	c. LEGAL ADMINISTRATION	$	102.34		
	d. FINANCE ADMINISTRATION	$	274.59		
	e. TREE TRIMMING	$	495.00		
	f. GAS & UTILITIES	$	123.17		
	g. EQUIPMENT	$	244.02		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	32.54		
	i. MADERA COUNTY PROCESSING FEES	$	123.95		
			TOTAL COSTS:	$	7,807.58
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,487.24
5.	TOTAL ASSESSMENT			$	6,881.81
6.	AVERAGE ASSESSMENT PER PARCEL				37.20

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29 - CHATEAU AT THE VINEYARDS, PHASE I

TOTAL ASSESSMENT:
$6,881.81

Assessment Number	Assessor's Parcel Number	Assessment
1	012-420-001-000	$37.20
2	012-420-002-000	$37.20
3	012-420-003-000	$37.20
4	012-420-004-000	$37.20
5	012-420-005-000	$37.20
6	012-420-006-000	$37.20
7	012-420-007-000	$37.20
8	012-420-008-000	$37.20
9	012-420-009-000	$37.20
10	012-420-010-000	$37.20
11	012-420-011-000	$37.20
12	012-420-012-000	$37.20
13	012-420-013-000	$37.20
14	012-420-014-000	$37.20
15	012-420-015-000	$37.20
16	012-420-016-000	$37.20
17	012-420-017-000	$37.20
18	012-420-018-000	$37.20
19	012-420-019-000	$37.20
20	012-420-020-000	$37.20
21	012-420-021-000	$37.20
22	012-420-022-000	$37.20
23	012-420-023-000	$37.20
24	012-420-024-000	$37.20
25	012-420-025-000	$37.20
26	012-420-026-000	$37.20
27	012-420-027-000	$37.20
28	012-420-028-000	$37.20
29	012-420-029-000	$37.20
30	012-420-030-000	$37.20
31	012-420-031-000	$37.20
32	012-420-032-000	$37.20
33	012-420-033-000	$37.20
34	012-420-034-000	$37.20
35	012-420-035-000	$37.20
36	012-420-036-000	$37.20
37	012-420-037-000	$37.20
38	012-420-038-000	$37.20
39	012-420-039-000	$37.20
40	012-420-040-000	$37.20
41	012-420-041-000	$37.20
42	012-420-042-000	$37.20
43	012-420-043-000	$37.20
44	012-420-044-000	$37.20
45	012-420-045-000	$37.20

Assessment Number	Assessor's Parcel Number	Assessment
46	012-420-046-000	$37.20
47	012-420-047-000	$37.20
48	012-420-048-000	$37.20
49	012-420-049-000	$37.20
50	012-420-050-000	$37.20
51	012-420-051-000	$37.20
52	012-420-052-000	$37.20
53	012-420-053-000	$37.20
54	012-420-054-000	$37.20
55	012-420-055-000	$37.20
56	012-420-056-000	$37.20
57	012-420-057-000	$37.20
58	012-420-058-000	$37.20
59	012-420-059-000	$37.20
60	012-420-060-000	$37.20
61	012-420-061-000	$37.20
62	012-420-062-000	$37.20
63	012-420-063-000	$37.20
64	012-420-064-000	$37.20
65	012-420-065-000	$37.20
66	012-420-066-000	$37.20
67	012-420-067-000	$37.20
68	012-420-068-000	$37.20
69	012-420-069-000	$37.20
70	012-420-070-000	$37.20
71	012-412-001-000	$37.20
72	012-412-002-000	$37.20
73	012-412-003-000	$37.20
74	012-412-004-000	$37.20
75	012-412-005-000	$37.20
76	012-412-006-000	$37.20
77	012-412-007-000	$37.20
78	012-412-008-000	$37.20
79	012-412-009-000	$37.20
80	012-412-010-000	$37.20
81	012-412-011-000	$37.20
82	012-412-012-000	$37.20
83	012-412-013-000	$37.20
84	012-412-014-000	$37.20
85	012-412-015-000	$37.20
86	012-412-016-000	$37.20
87	012-412-017-000	$37.20
88	012-412-018-000	$37.20
89	012-412-019-000	$37.20
90	012-412-020-000	$37.20
91	012-412-021-000	$37.20
92	012-412-022-000	$37.20
93	012-412-023-000	$37.20
94	012-412-024-000	$37.20
95	012-412-025-000	$37.20
96	012-412-026-000	$37.20
97	012-412-027-000	$37.20
98	012-412-028-000	$37.20
99	012-412-029-000	$37.20
100	012-412-030-000	$37.20
101	012-412-031-000	$37.20

Assessment Number	Assessor's Parcel Number	Assessment
102	012-412-032-000	$37.20
103	012-412-033-000	$37.20
104	012-412-034-000	$37.20
105	012-412-035-000	$37.20
106	012-412-036-000	$37.20
107	012-412-037-000	$37.20
108	012-412-038-000	$37.20
109	012-412-039-000	$37.20
110	012-412-040-000	$37.20
111	012-412-041-000	$37.20
112	012-412-042-000	$37.20
113	012-412-043-000	$37.20
114	012-412-044-000	$37.20
115	012-412-045-000	$37.20
116	012-412-046-000	$37.20
117	012-412-047-000	$37.20
118	012-412-048-000	$37.20
119	012-412-049-000	$37.20
120	012-412-050-000	$37.20
121	012-412-051-000	$37.20
122	012-412-052-000	$37.20
123	012-412-053-000	$37.20
124	012-412-054-000	$37.20
125	012-412-055-000	$37.20
126	012-412-056-000	$37.20
127	012-412-057-000	$37.20
128	012-412-058-000	$37.20
129	012-412-059-000	$37.20
130	012-412-060-000	$37.20
131	012-412-061-000	$37.20
132	012-412-062-000	$37.20
133	012-412-063-000	$37.20
134	012-412-064-000	$37.20
135	012-412-065-000	$37.20
136	012-412-066-000	$37.20
137	012-412-067-000	$37.20
138	012-412-068-000	$37.20
139	012-412-069-000	$37.20
140	012-412-070-000	$37.20
141	012-412-071-000	$37.20
142	012-412-072-000	$37.20
143	012-412-073-000	$37.20
144	012-412-074-000	$37.20
145	012-412-075-000	$37.20
146	012-412-076-000	$37.20
147	012-412-077-000	$37.20
148	012-412-078-000	$37.20
149	012-412-079-000	$37.20
150	012-412-080-000	$37.20
151	012-412-081-000	$37.20
152	012-412-082-000	$37.20
153	012-412-083-000	$37.20
154	012-412-084-000	$37.20
155	012-412-085-000	$37.20
156	012-412-086-000	$37.20
157	012-412-087-000	$37.20

Assessment Number	Assessor's Parcel Number	Assessment
158	012-423-001-000	$37.20
159	012-423-002-000	$37.20
160	012-423-003-000	$37.20
161	012-423-004-000	$37.20
162	012-423-005-000	$37.20
163	012-423-006-000	$37.20
164	012-423-007-000	$37.20
165	012-423-008-000	$37.20
166	012-423-009-000	$37.20
167	012-423-010-000	$37.20
168	012-423-011-000	$37.20
169	012-423-012-000	$37.20
170	012-423-013-000	$37.20
171	012-423-014-000	$37.20
172	012-423-015-000	$37.20
173	012-423-016-000	$37.20
174	012-423-017-000	$37.20
175	012-423-018-000	$37.20
176	012-423-019-000	$37.20
177	012-423-020-000	$37.20
178	012-423-021-000	$37.20
179	012-423-022-000	$37.20
180	012-423-023-000	$37.20
181	012-423-024-000	$37.20
182	012-423-025-000	$37.20
183	012-423-026-000	$37.20
184	012-423-027-000	$37.20
185	012-423-028-000	$37.20
		$6,881.81

CITY OF MADERA

ZONE 29B

2020-2021

1.	BEGINNING FUND BALANCE			$	(1,219.33)
2.	LANDSCAPE MAINTENANCE COSTS	$	2,644.82		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	398.19		
	b. ENGINEERING ADMINISTRATION	$	313.28		
	c. LEGAL ADMINISTRATION	$	25.34		
	d. FINANCE ADMINISTRATION	$	67.99		
	e. TREE TRIMMING	$	495.00		
	f. GAS & UTILITIES	$	123.17		
	g. EQUIPMENT	$	98.63		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	18.14		
	i. MADERA COUNTY PROCESSING FEES	$	26.13		
			TOTAL COSTS:	$	4,210.68
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,114.95)
5.	TOTAL ASSESSMENT			$	3,315.07
6.	AVERAGE ASSESSMENT PER PARCEL				85.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29B - CHATEAU AT THE VINEYARDS, PHASE II

TOTAL ASSESSMENT:
$3,315.07

Assessment Number	Assessor's Parcel Number	Assessment
1	012-421-001-000	$85.00
2	012-421-002-000	$85.00
3	012-421-003-000	$85.00
4	012-421-004-000	$85.00
5	012-421-005-000	$85.00
6	012-421-006-000	$85.00
7	012-421-007-000	$85.00
8	012-421-008-000	$85.00
9	012-421-009-000	$85.00
10	012-421-010-000	$85.00
11	012-421-011-000	$85.00
12	012-421-012-000	$85.00
13	012-421-013-000	$85.00
14	012-421-014-000	$85.00
15	012-421-015-000	$85.00
16	012-421-016-000	$85.00
17	012-421-017-000	$85.00
18	012-421-018-000	$85.00
19	012-421-019-000	$85.00
20	012-421-020-000	$85.00
21	012-421-021-000	$85.00
22	012-421-022-000	$85.00
23	012-421-023-000	$85.00
24	012-421-024-000	$85.00
25	012-421-025-000	$85.00
26	012-421-026-000	$85.00
27	012-421-027-000	$85.00
28	012-421-028-000	$85.00
29	012-421-029-000	$85.00
30	012-421-030-000	$85.00
31	012-421-031-000	$85.00
32	012-421-032-000	$85.00
33	012421-033-000	$85.00
34	012-421-034-000	$85.00
35	012-421-035-000	$85.00
36	012-421-036-000	$85.00
37	012-421-037-000	$85.00
38	012-421-038-000	$85.00
39	012-421-039-000	$85.00
	TOTAL	$3,315.07

CITY OF MADERA

ZONE 29C

2020-2021

1.	BEGINNING FUND BALANCE				$	2,222.52
2.	LANDSCAPE MAINTENANCE COSTS		$	650.46		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	333.08		
	b.	ENGINEERING ADMINISTRATION	$	182.87		
	c.	LEGAL ADMINISTRATION	$	14.79		
	d.	FINANCE ADMINISTRATION	$	39.69		
	e.	TREE TRIMMING	$	495.00		
	f.	GAS & UTILITIES	$	225.10		
	g.	EQUIPMENT	$	26.22		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	4.45		
	i.	MADERA COUNTY PROCESSING FEES	$	12.73		
				TOTAL COSTS:	$	1,984.37
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,950.73
5.	TOTAL ASSESSMENT				$	1,712.59
6.	AVERAGE ASSESSMENT PER PARCEL					90.14

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29C - CHATEAU AT THE VINEYARDS, PHASE III

TOTAL ASSESSMENT:
$1,712.59

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-421-041-000	$90.14			
2	012-421-042-000	$90.14			
3	012-421-043-000	$90.14			
4	012-421-044-000	$90.14			
5	012-421-045-000	$90.14			
6	012-421-046-000	$90.14			
7	012-421-047-000	$90.14			
8	012-421-048-000	$90.14			
9	012-421-049-000	$90.14			
10	012-421-050-000	$90.14			
11	012-421-051-000	$90.14			
12	012-421-052-000	$90.14			
13	012-421-053-000	$90.14			
14	012-420-072-000	$90.14			
15	012-420-073-000	$90.14			
16	012-420-074-000	$90.14			
17	012-420-075-000	$90.14			
18	012-420-076-000	$90.14			
19	012-420-077-000	$90.14			
	TOTAL	$1,712.66			

CITY OF MADERA

ZONE 29D

2020-2021

1.	BEGINNING FUND BALANCE			$	2,096.75
2.	LANDSCAPE MAINTENANCE COSTS	$	2,374.25		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	398.19		
	b. ENGINEERING ADMINISTRATION	$	287.19		
	c. LEGAL ADMINISTRATION	$	23.23		
	d. FINANCE ADMINISTRATION	$	62.33		
	e. TREE TRIMMING	$	495.00		
	f. GAS & UTILITIES	$	123.17		
	g. EQUIPMENT	$	90.91		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	16.28		
	i. MADERA COUNTY PROCESSING FEES	$	23.45		
			TOTAL COSTS:	$	3,893.99
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,177.68
5.	TOTAL ASSESSMENT			$	2,974.92
6.	AVERAGE ASSESSMENT PER PARCEL				85.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29D - CHATEAU AT THE VINEYARDS, PHASE IV

TOTAL ASSESSMENT:
$2,974.92

Assessment Number	Assessor's Parcel Number	Assessment
1	012-422-001-000	$85.00
2	012-422-002-000	$85.00
3	012-422-003-000	$85.00
4	012-422-004-000	$85.00
5	012-422-005-000	$85.00
6	012-422-006-000	$85.00
7	012-422-007-000	$85.00
8	012-422-008-000	$85.00
9	012-422-009-000	$85.00
10	012-422-010-000	$85.00
11	012-422-011-000	$85.00
12	012-422-012-000	$85.00
13	012-422-013-000	$85.00
14	012-422-014-000	$85.00
15	012-422-015-000	$85.00
16	012-422-016-000	$85.00
17	012-422-017-000	$85.00
18	012-422-018-000	$85.00
19	012-422-019-000	$85.00
20	012-422-020-000	$85.00
21	012-422-021-000	$85.00
22	012-422-022-000	$85.00
23	012-422-023-000	$85.00
24	012-422-024-000	$85.00
25	012-422-025-000	$85.00
26	012-422-026-000	$85.00
27	012-422-027-000	$85.00
28	012-422-028-000	$85.00
29	012-422-029-000	$85.00
30	012-422-030-000	$85.00
31	012-422-031-000	$85.00
32	012-422-032-000	$85.00
33	012-422-033-000	$85.00
34	012-422-034-000	$85.00
35	012-422-035-000	$85.00
	TOTAL	$2,974.92

Assessment Number	Assessor's Parcel Number	Assessment

CITY OF MADERA

ZONE 29E

2020-2021

1.	BEGINNING FUND BALANCE				$	3,584.05
2.	LANDSCAPE MAINTENANCE COSTS		$	999.47		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	349.24		
	b.	ENGINEERING ADMINISTRATION	$	215.47		
	c.	LEGAL ADMINISTRATION	$	17.43		
	d.	FINANCE ADMINISTRATION	$	46.76		
	e.	TREE TRIMMING	$	495.00		
	f.	GAS & UTILITIES	$	82.48		
	g.	EQUIPMENT	$	46.32		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	6.84		
	i.	MADERA COUNTY PROCESSING FEES	$	16.08		
				TOTAL COSTS:	$	2,275.09
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					3,051.87
5.	TOTAL ASSESSMENT				$	1,742.67
6.	AVERAGE ASSESSMENT PER PARCEL					72.62

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29E - CHATEAU AT THE VINEYARDS, EAST

TOTAL ASSESSMENT:
$1,742.67

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-450-001-000	$72.61			
2	012-450-002-000	$72.61			
3	012-450-003-000	$72.61			
4	012-450-004-000	$72.61			
5	012-450-005-000	$72.61			
6	012-450-006-000	$72.61			
7	012-450-007-000	$72.61			
8	012-450-008-000	$72.61			
9	012-450-009-000	$72.61			
10	012-450-010-000	$72.61			
11	012-450-011-000	$72.61			
12	012-450-012-000	$72.61			
13	012-450-013-000	$72.61			
14	012-450-014-000	$72.61			
15	012-450-015-000	$72.61			
16	012-450-016-000	$72.61			
17	012-450-017-000	$72.61			
18	012-450-018-000	$72.61			
19	012-450-019-000	$72.61			
20	012-450-020-000	$72.61			
21	012-450-021-000	$72.61			
22	012-450-022-000	$72.61			
23	012-450-023-000	$72.61			
24	012-450-024-000	$72.61			
	TOTAL	$1,742.67			

CITY OF MADERA

ZONE 30

2020-2021

1.	BEGINNING FUND BALANCE			$	(2,106.03)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,110.08		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	291.36		
	b. ENGINEERING ADMINISTRATION	$	254.59		
	c. LEGAL ADMINISTRATION	$	20.59		
	d. FINANCE ADMINISTRATION	$	55.25		
	e. TREE TRIMMING	$	135.00		
	f. GAS & UTILITIES	$	34.38		
	g. EQUIPMENT	$	67.44		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	8.83		
	i. MADERA COUNTY PROCESSING FEES	$	20.10		
			TOTAL COSTS:	$	1,997.63
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,582.20)
5.	TOTAL ASSESSMENT			$	2,521.16
6.	AVERAGE ASSESSMENT PER PARCEL				84.05

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 30 - YOSEMITE ESTATES

TOTAL ASSESSMENT:
$2,521.16

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-210-005-000	$84.04			
2	012-210-006-000	$84.04			
3	012-210-007-000	$84.04			
4	012-210-008-000	$84.04			
5	012-210-009-000	$84.04			
6	012-210-010-000	$84.04			
7	012-210-011-000	$84.04			
8	012-210-012-000	$84.04			
9	012-210-013-000	$84.04			
10	012-210-014-000	$84.04			
11	012-210-015-000	$84.04			
12	012-210-016-000	$84.04			
13	012-210-017-000	$84.04			
14	012-210-018-000	$84.04			
15	012-210-019-000	$84.04			
16	012-210-020-000	$84.04			
17	012-210-021-000	$84.04			
18	012-210-022-000	$84.04			
19	012-210-023-000	$84.04			
20	012-210-024-000	$84.04			
21	012-210-025-000	$84.04			
22	012-210-026-000	$84.04			
23	012-210-027-000	$84.04			
24	012-210-028-000	$84.04			
25	012-210-029-000	$84.04			
26	012-210-030-000	$84.04			
27	012-210-031-000	$84.04			
28	012-210-032-000	$84.04			
29	012-210-033-000	$84.04			
30	012-210-034-000	$84.04			
	TOTAL	$2,521.16			

CITY OF MADERA

ZONE 31A

2020-2021

1.	BEGINNING FUND BALANCE			$	(15,478.22)
2.	LANDSCAPE MAINTENANCE COSTS	$	8,747.01		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,881.92		
	b. ENGINEERING ADMINISTRATION	$	671.91		
	c. LEGAL ADMINISTRATION	$	54.35		
	d. FINANCE ADMINISTRATION	$	145.82		
	e. TREE TRIMMING	$	1,868.00		
	f. GAS & UTILITIES	$	1,137.53		
	g. EQUIPMENT	$	1,013.11		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	85.19		
	i. MADERA COUNTY PROCESSING FEES	$	62.98		
			TOTAL COSTS:	$	15,667.82
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(17,428.45)
5.	TOTAL ASSESSMENT			$	13,717.59
6.	AVERAGE ASSESSMENT PER PARCEL				145.93

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 31A - HIGHLANDS I

TOTAL ASSESSMENT:
$13,717.59

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-430-001-000	$145.93	36	012-430-036-000	$145.93
2	012-430-002-000	$145.93	37	012-430-037-000	$145.93
3	012-430-003-000	$145.93	38	012-431-001-000	$145.93
4	012-430-004-000	$145.93	39	012-431-002-000	$145.93
5	012-430-005-000	$145.93	40	012-431-003-000	$145.93
6	012-430-006-000	$145.93	41	012-431-004-000	$145.93
7	012-430-007-000	$145.93	42	012-431-005-000	$145.93
8	012-430-008-000	$145.93	43	012-431-006-000	$145.93
9	012-430-009-000	$145.93	44	012-431-007-000	$145.93
10	012-430-010-000	$145.93	45	012-431-008-000	$145.93
11	012-430-011-000	$145.93	46	012-431-009-000	$145.93
12	012-430-012-000	$145.93	47	012-431-010-000	$145.93
13	012-430-013-000	$145.93	48	012-431-011-000	$145.93
14	012-430-014-000	$145.93	49	012-431-012-000	$145.93
15	012-430-015-000	$145.93	50	012-431-013-000	$145.93
16	012-430-016-000	$145.93	51	012-431-014-000	$145.93
17	012-430-017-000	$145.93	52	012-431-015-000	$145.93
18	012-430-018-000	$145.93	53	012-431-016-000	$145.93
19	012-430-019-000	$145.93	54	012-431-017-000	$145.93
20	012-430-020-000	$145.93	55	012-431-018-000	$145.93
21	012-430-021-000	$145.93	56	012-431-019-000	$145.93
22	012-430-022-000	$145.93	57	012-431-020-000	$145.93
23	012-430-023-000	$145.93	58	012-431-021-000	$145.93
24	012-430-024-000	$145.93	59	012-431-022-000	$145.93
25	012-430-025-000	$145.93	60	012-431-023-000	$145.93
26	012-430-026-000	$145.93	61	012-431-024-000	$145.93
27	012-430-027-000	$145.93	62	012-431-025-000	$145.93
28	012-430-028-000	$145.93	63	012-431-026-000	$145.93
29	012-430-029-000	$145.93	64	012-431-027-000	$145.93
30	012-430-030-000	$145.93	65	012-431-028-000	$145.93
31	012-430-031-000	$145.93	66	012-431-029-000	$145.93
32	012-430-032-000	$145.93	67	012-431-030-000	$145.93
33	012-430-033-000	$145.93	68	012-431-031-000	$145.93
34	012-430-034-000	$145.93	69	012-431-032-000	$145.93
35	012-430-035-000	$145.93	70	012-431-033-000	$145.93

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-431-034-000	$145.93			
72	012-431-035-000	$145.93			
73	012-431-036-000	$145.93			
74	012-431-037-000	$145.93			
75	012-431-038-000	$145.93			
76	012-431-039-000	$145.93			
77	012-431-040-000	$145.93			
78	012-431-041-000	$145.93			
79	012-431-042-000	$145.93			
80	012-431-043-000	$145.93			
81	012-431-044-000	$145.93			
82	012-431-045-000	$145.93			
83	012-431-046-000	$145.93			
84	012-431-047-000	$145.93			
85	012-431-048-000	$145.93			
86	012-431-049-000	$145.93			
87	012-431-050-000	$145.93			
88	012-431-051-000	$145.93			
89	012-431-052-000	$145.93			
90	012-431-053-000	$145.93			
91	012-431-054-000	$145.93			
92	012-431-055-000	$145.93			
93	012-431-056-000	$145.93			
94	012-431-057-000	$145.93			
	TOTAL:	$13,717.59			

CITY OF MADERA

ZONE 31B

2020-2021

1.	BEGINNING FUND BALANCE			$	45,382.23
2.	LANDSCAPE MAINTENANCE COSTS	$	17,945.61		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	2,382.67		
	b. ENGINEERING ADMINISTRATION	$	1,669.55		
	c. LEGAL ADMINISTRATION	$	135.04		
	d. FINANCE ADMINISTRATION	$	362.33		
	e. TREE TRIMMING	$	2,588.00		
	f. GAS & UTILITIES	$	2,335.15		
	g. EQUIPMENT	$	1,009.58		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	71.27		
	i. MADERA COUNTY PROCESSING FEES	$	165.49		
			TOTAL COSTS:	$	28,664.70
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				38,504.97
5.	TOTAL ASSESSMENT			$	21,787.44
6.	AVERAGE ASSESSMENT PER PARCEL				88.21

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 31B - HIGHLANDS II

TOTAL ASSESSMENT:
$21,787.44

Assessment Number	Assessor's Parcel Number	Assessment	Assessment	Assessment Number	Assessor's Parcel Number	Assessment	Assessment
1	012-371-001-000	$80.52		36	012-372-009-000	$80.52	
2	012-371-002-000	$80.52		37	012-372-010-000	$80.52	
3	012-371-003-000	$80.52		38	012-372-011-000	$80.52	
4	012-371-004-000	$80.52		39	012-372-012-000	$80.52	
5	012-371-005-000	$80.52		40	012-372-013-000	$80.52	
6	012-371-006-000	$80.52		41	012-372-014-000	$80.52	
7	012-371-007-000	$80.52		42	012-372-015-000	$80.52	
8	012-371-008-000	$80.52		43	012-372-016-000	$80.52	
9	012-371-009-000	$80.52		44	012-372-017-000	$80.52	
10	012-371-010-000	$80.52		45	012-372-018-000	$80.52	
11	012-371-011-000	$80.52		46	012-372-019-000	$80.52	
12	012-371-012-000	$80.52		47	012-372-020-000	$80.52	
13	012-371-013-000	$80.52		48	012-372-021-000	$80.52	
14	012-371-014-000	$80.52		49	012-372-022-000	$80.52	
15	012-371-015-000	$80.52		50	012-372-023-000	$80.52	
16	012-371-016-000	$80.52		51	012-372-024-000	$80.52	
17	012-371-017-000	$80.52		52	012-373-001-000	$80.52	
18	012-371-018-000	$80.52		53	012-373-002-000	$80.52	
19	012-371-019-000	$80.52		54	012-373-003-000	$80.52	
20	012-371-020-000	$80.52		55	012-373-004-000	$80.52	
21	012-371-021-000	$80.52		56	012-373-005-000	$80.52	
22	012-371-022-000	$80.52		57	012-373-006-000	$80.52	
23	012-371-023-000	$80.52		58	012-373-007-000	$80.52	
24	012-371-024-000	$80.52		59	012-373-008-000	$80.52	
25	012-371-025-000	$80.52		60	012-373-009-000	$80.52	
26	012-371-026-000	$80.52		61	012-373-010-000	$80.52	
27	012-371-027-000	$80.52		62	012-373-011-000	$80.52	
28	012-372-001-000	$80.52		63	012-373-012-000	$80.52	
29	012-372-002-000	$80.52		64	012-373-013-000	$80.52	
30	012-372-003-000	$80.52		65	012-373-014-000	$80.52	
31	012-372-004-000	$80.52		66	012-373-015-000	$80.52	
32	012-372-005-000	$80.52		67	012-373-016-000	$80.52	
33	012-372-006-000	$80.52		68	012-373-017-000	$80.52	
34	012-372-007-000	$80.52		69	012-373-018-000	$80.52	
35	012-372-008-000	$80.52		70	012-373-019-000	$80.52	

Assessment Number	Assessor's Parcel Number	Assessment	Assessment	Assessment Number	Assessor's Parcel Number	Assessment	Assessment
71	012-373-020-000	$80.52		116	012-371-055-000	$80.52	
72	012-373-021-000	$80.52		117	012-371-056-000	$80.52	
73	012-373-022-000	$80.52		118	012-371-057-000	$80.52	
74	012-373-023-000	$80.52		119	012-371-058-000	$80.52	
75	012-373-024-000	$80.52		120	012-371-059-000	$80.52	
76	012-372-025-000	$80.52		121	012-371-060-000	$80.52	
77	012-372-026-000	$80.52		122	012-371-061-000	$80.52	
78	012-372-027-000	$80.52		123	012-371-062-000	$80.52	
79	012-372-028-000	$80.52		124	012-371-063-000	$80.52	
80	012-372-029-000	$80.52		125	012-371-064-000	$80.52	
81	012-372-030-000	$80.52		126	012-371-065-000	$80.52	
82	012-372-031-000	$80.52		127	012-371-066-000	$80.52	
83	012-372-032-000	$80.52		128	012-371-067-000	$80.52	
84	012-372-033-000	$80.52		129	012-371-068-000	$80.52	
85	012-372-034-000	$80.52		130	012-371-069-000	$80.52	
86	012-372-035-000	$80.52		131	012-372-038-000	$80.52	
87	012-372-071-000	$80.52		132	012-372-039-000	$80.52	
88	012-372-072-000	$80.52		133	012-372-040-000	$80.52	
89	012-371-028-000	$80.52		134	012-372-041-000	$80.52	
90	012-371-029-000	$80.52		135	012-372-042-000	$80.52	
91	012-371-030-000	$80.52		136	012-372-043-000	$80.52	
92	012-371-031-000	$80.52		137	012-372-044-000	$80.52	
93	012-371-032-000	$80.52		138	012-372-045-000	$80.52	
94	012-371-033-000	$80.52		139	012-372-046-000	$80.52	
95	012-371-034-000	$80.52		140	012-372-047-000	$80.52	
96	012-371-035-000	$80.52		141	012-372-048-000	$80.52	
97	012-371-036-000	$80.52		142	012-372-049-000	$80.52	
98	012-371-037-000	$80.52		143	012-372-050-000	$80.52	
99	012-371-038-000	$80.52		144	012-372-051-000	$80.52	
100	012-371-039-000	$80.52		145	012-372-052-000	$80.52	
101	012-371-040-000	$80.52		146	012-372-053-000	$80.52	
102	012-371-041-000	$80.52		147	012-372-054-000	$80.52	
103	012-371-042-000	$80.52		148	012-372-055-000	$80.52	
104	012-371-043-000	$80.52		149	012-372-056-000	$80.52	
105	012-371-044-000	$80.52		150	012-372-057-000	$80.52	
106	012-371-045-000	$80.52		151	012-372-058-000	$80.52	
107	012-371-046-000	$80.52		152	012-372-059-000	$80.52	
108	012-371-047-000	$80.52		153	012-372-060-000	$80.52	
109	012-371-048-000	$80.52		154	012-372-061-000	$80.52	
110	012-371-049-000	$80.52		155	012-372-062-000	$80.52	
111	012-371-050-000	$80.52		156	012-372-063-000	$80.52	
112	012-371-051-000	$80.52		157	012-372-064-000	$80.52	
113	012-371-052-000	$80.52		158	012-373-025-000	$80.52	
114	012-371-053-000	$80.52		159	012-373-026-000	$113.48	
115	012-371-054-000	$80.52		160	012-373-027-000	$80.52	

Assessment Number	Assessor's Parcel Number	Assessment	Assessment	Assessment Number	Assessor's Parcel Number	Assessment	Assessment
161	012-373-028-000	$113.48		206	012-373-056-000	$80.52	
162	012-373-029-000	$80.52		207	012-373-057-000	$113.48	
163	012-373-030-000	$85.38		208	012-373-058-000	$113.48	
164	012-373-031-000	$113.48		209	012-374-018-000	$113.48	
165	012-373-032-000	$80.52		210	012-374-019-000	$113.48	
166	012-373-033-000	$113.48		211	012-374-020-000	$113.48	
167	012-373-034-000	$113.48		212	012-374-021-000	$85.24	
168	012-373-035-000	$113.48		213	012-374-022-000	$80.52	
169	012-373-036-000	$113.48		214	012-374-023-000	$113.48	
170	012-373-037-000	$113.48		215	012-374-024-000	$80.52	
171	012-373-038-000	$113.48		216	012-374-025-000	$113.48	
172	012-373-039-000	$80.52		217	012-374-026-000	$99.84	
173	012-373-040-000	$80.52		218	012-374-027-000	$80.52	
174	012-373-041-000	$113.48		219	012-374-028-000	$91.30	
175	012-373-042-000	$80.52		220	012-374-029-000	$80.52	
176	012-373-043-000	$80.52		221	012-374-030-000	$113.48	
177	012-373-044-000	$113.48		222	012-374-031-000	$113.48	
178	012-373-045-000	$80.52		223	012-374-032-000	$113.48	
179	012-373-046-000	$113.48		224	012-374-033-000	$111.10	
180	012-373-047-000	$113.48		225	012-374-034-000	$113.48	
181	012-374-001-000	$113.48		226	012-374-035-000	$96.88	
182	012-374-002-000	$80.52		227	012-374-036-000	$113.48	
183	012-374-003-000	$113.48		228	012-374-037-000	$80.52	
184	012-374-004-000	$113.48		229	012-374-038-000	$109.70	
185	012-374-005-000	$113.48		230	012-374-039-000	$113.48	
186	012-374-006-000	$113.48		231	012-374-040-000	$85.06	
187	012-374-007-000	$80.52		232	012-373-059-000	$80.52	
188	012-374-008-000	$113.48		233	012-373-060-000	$113.48	
189	012-374-009-000	$113.48		234	012-373-061-000	$113.48	
190	012-373-048-000	$80.52		235	012-373-062-000	$113.48	
191	012-373-049-000	$80.52		236	012-373-063-000	$113.48	
192	012-373-050-000	$80.52		237	012-373-064-000	$113.48	
193	012-373-051-000	$80.52		238	012-373-065-000	$113.48	
194	012-373-052-000	$80.52		239	012-373-066-000	$80.52	
195	012-374-010-000	$80.52		240	012-373-067-000	$113.48	
196	012-374-011-000	$113.48		241	012-373-068-000	$113.48	
197	012-374-012-000	$113.48		242	012-373-069-000	$113.48	
198	012-374-013-000	$113.48		243	012-373-070-000	$80.52	
199	012-374-014-000	$113.48		244	012-373-071-000	$113.48	
200	012-374-015-000	$113.48		245	012-372-065-000	$113.48	
201	012-374-016-000	$80.52		246	012-372-066-000	$80.52	
202	012-374-017-000	$113.48		247	012-372-067-000	$113.48	
203	012-373-053-000	$113.48					
204	012-373-054-000	$113.48					
205	012-373-055-000	$113.48					
					TOTAL	$21,787.44	

CITY OF MADERA

ZONE 32A

2020-2021

1.	BEGINNING FUND BALANCE				$	2,560.91
2.	LANDSCAPE MAINTENANCE COSTS		$	3,619.06		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	560.18		
	b.	ENGINEERING ADMINISTRATION	$	358.92		
	c.	LEGAL ADMINISTRATION	$	29.03		
	d.	FINANCE ADMINISTRATION	$	77.89		
	e.	TREE TRIMMING	$	698.00		
	f.	GAS & UTILITIES	$	257.82		
	g.	EQUIPMENT	$	200.23		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	146.93		
	i.	MADERA COUNTY PROCESSING FEES	$	30.82		
				TOTAL COSTS:	$	5,978.88
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,591.31
5.	TOTAL ASSESSMENT				$	5,009.29
6.	AVERAGE ASSESSMENT PER PARCEL					108.90

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 32A - LA JOLLA ESTATES NORTH PHASE I

TOTAL ASSESSMENT:
$5,009.29

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-270-001-000	$108.90	36	005-270-036-000	$108.90
2	005-270-002-000	$108.90	37	005-270-037-000	$108.90
3	005-270-047-000	$108.90	38	005-270-038-000	$108.90
4	005-270-048-000	$108.90	39	005-270-039-000	$108.90
5	005-270-049-000	$108.90	40	005-270-040-000	$108.90
6	005-270-050-000	$108.90	41	005-270-041-000	$108.90
7	005-270-007-000	$108.90	42	005-270-042-000	$108.90
8	005-270-008-000	$108.90	43	005-270-043-000	$108.90
9	005-270-009-000	$108.90	44	005-270-044-000	$108.90
10	005-270-010-000	$108.90	45	005-270-053-000	$108.90
11	005-270-011-000	$108.90	46	005-270-054-000	$108.90
12	005-270-012-000	$108.90			
13	005-270-013-000	$108.90		TOTAL	$5,009.29
14	005-270-014-000	$108.90			
15	005-270-015-000	$108.90			
16	005-270-016-000	$108.90			
17	005-270-017-000	$108.90			
18	005-270-018-000	$108.90			
19	005-270-019-000	$108.90			
20	005-270-020-000	$108.90			
21	005-270-021-000	$108.90			
22	005-270-022-000	$108.90			
23	005-270-023-000	$108.90			
24	005-270-024-000	$108.90			
25	005-270-025-000	$108.90			
26	005-270-026-000	$108.90			
27	005-270-027-000	$108.90			
28	005-270-028-000	$108.90			
29	005-270-029-000	$108.90			
30	005-270-030-000	$108.90			
31	005-270-051-000	$108.90			
32	005-270-032-000	$108.90			
33	005-270-033-000	$108.90			
34	005-270-034-000	$108.90			
35	005-270-035-000	$108.90			

CITY OF MADERA

ZONE 32B

2020-2021

1.	BEGINNING FUND BALANCE			$	4,761.18
2.	LANDSCAPE MAINTENANCE COSTS	$	2,720.63		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	455.94		
	b. ENGINEERING ADMINISTRATION	$	365.44		
	c. LEGAL ADMINISTRATION	$	29.56		
	d. FINANCE ADMINISTRATION	$	79.31		
	e. TREE TRIMMING	$	743.00		
	f. GAS & UTILITIES	$	171.18		
	g. EQUIPMENT	$	149.17		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	250.12		
	i. MADERA COUNTY PROCESSING FEES	$	31.49		
			TOTAL COSTS:	$	4,995.83
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,924.39
5.	TOTAL ASSESSMENT			$	4,159.05
6.	AVERAGE ASSESSMENT PER PARCEL				88.49

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 32B - LA JOLLA ESTATES NORTH PHASE II

TOTAL ASSESSMENT:
$4,159.05

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-280-001-000	$88.49	36	005-280-036-000	$88.49
2	005-280-002-000	$88.49	37	005-280-037-000	$88.49
3	005-280-003-000	$88.49	38	005-280-038-000	$88.49
4	005-280-004-000	$88.49	39	005-280-039-000	$88.49
5	005-280-005-000	$88.49	40	005-280-040-000	$88.49
6	005-280-006-000	$88.49	41	005-280-041-000	$88.49
7	005-280-007-000	$88.49	42	005-280-042-000	$88.49
8	005-280-008-000	$88.49	43	005-280-043-000	$88.49
9	005-280-009-000	$88.49	44	005-280-044-000	$88.49
10	005-280-010-000	$88.49	45	005-280-045-000	$88.49
11	005-280-011-000	$88.49	46	005-280-046-000	$88.49
12	005-280-012-000	$88.49	47	005-280-047-000	$88.49
13	005-280-013-000	$88.49			
14	005-280-014-000	$88.49			
15	005-280-015-000	$88.49		TOTAL	$4,159.05
16	005-280-016-000	$88.49			
17	005-280-017-000	$88.49			
18	005-280-018-000	$88.49			
19	005-280-019-000	$88.49			
20	005-280-020-000	$88.49			
21	005-280-021-000	$88.49			
22	005-280-022-000	$88.49			
23	005-280-023-000	$88.49			
24	005-280-024-000	$88.49			
25	005-280-025-000	$88.49			
26	005-280-026-000	$88.49			
27	005-280-027-000	$88.49			
28	005-280-028-000	$88.49			
29	005-280-029-000	$88.49			
30	005-280-030-000	$88.49			
31	005-280-031-000	$88.49			
32	005-280-032-000	$88.49			
33	005-280-033-000	$88.49			
34	005-280-034-000	$88.49			
35	005-280-035-000	$88.49			

CITY OF MADERA

ZONE 33

2020-2021

1.	BEGINNING FUND BALANCE				$	3,126.80
2.	LANDSCAPE MAINTENANCE COSTS		$	4,045.03		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	574.78		
	b.	ENGINEERING ADMINISTRATION	$	456.73		
	c.	LEGAL ADMINISTRATION	$	36.94		
	d.	FINANCE ADMINISTRATION	$	99.12		
	e.	TREE TRIMMING	$	630.00		
	f.	GAS & UTILITIES	$	269.96		
	g.	EQUIPMENT	$	222.99		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	26.50		
	i.	MADERA COUNTY PROCESSING FEES	$	40.87		
				TOTAL COSTS:	$	6,402.93
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,044.07
5.	TOTAL ASSESSMENT				$	5,320.21
6.	AVERAGE ASSESSMENT PER PARCEL					87.22

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 33 - SOUTH STAR

TOTAL ASSESSMENT:
$5,320.21

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-360-004-000	$87.22	36	012-360-039-000	$87.22
2	012-360-005-000	$87.22	37	012-360-040-000	$87.22
3	012-360-006-000	$87.22	38	012-360-041-000	$87.22
4	012-360-007-000	$87.22	39	012-360-042-000	$87.22
5	012-360-008-000	$87.22	40	012-360-043-000	$87.22
6	012-360-009-000	$87.22	41	012-360-044-000	$87.22
7	012-360-010-000	$87.22	42	012-360-045-000	$87.22
8	012-360-011-000	$87.22	43	012-360-046-000	$87.22
9	012-360-012-000	$87.22	44	012-360-047-000	$87.22
10	012-360-013-000	$87.22	45	012-360-048-000	$87.22
11	012-360-014-000	$87.22	46	012-360-049-000	$87.22
12	012-360-015-000	$87.22	47	012-360-050-000	$87.22
13	012-360-016-000	$87.22	48	012-360-051-000	$87.22
14	012-360-017-000	$87.22	49	012-360-052-000	$87.22
15	012-360-018-000	$87.22	50	012-360-053-000	$87.22
16	012-360-019-000	$87.22	51	012-360-054-000	$87.22
17	012-360-020-000	$87.22	52	012-360-055-000	$87.22
18	012-360-021-000	$87.22	53	012-360-056-000	$87.22
19	012-360-022-000	$87.22	54	012-360-057-000	$87.22
20	012-360-023-000	$87.22	55	012-360-058-000	$87.22
21	012-360-024-000	$87.22	56	012-360-059-000	$87.22
22	012-360-025-000	$87.22	57	012-360-060-000	$87.22
23	012-360-026-000	$87.22	58	012-360-061-000	$87.22
24	012-360-027-000	$87.22	59	012-360-062-000	$87.22
25	012-360-028-000	$87.22	60	012-360-063-000	$87.22
26	012-360-029-000	$87.22	61	012-360-064-000	$87.22
27	012-360-030-000	$87.22			
28	012-360-031-000	$87.22		TOTAL	$5,320.21
29	012-360-032-000	$87.22			
30	012-360-033-000	$87.22			
31	012-360-034-000	$87.22			
32	012-360-035-000	$87.22			
33	012-360-036-000	$87.22			
34	012-360-037-000	$87.22			
35	012-360-038-000	$87.22			

CITY OF MADERA

ZONE 34

2020-2021

1.	BEGINNING FUND BALANCE			$	(634.55)
2.	LANDSCAPE MAINTENANCE COSTS	$	5,637.48		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	639.56		
	b. ENGINEERING ADMINISTRATION	$	717.55		
	c. LEGAL ADMINISTRATION	$	58.04		
	d. FINANCE ADMINISTRATION	$	155.73		
	e. TREE TRIMMING	$	743.00		
	f. GAS & UTILITIES	$	323.81		
	g. EQUIPMENT	$	261.90		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	115.51		
	i. MADERA COUNTY PROCESSING FEES	$	67.67		
			TOTAL COSTS:	$	8,720.26
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				433.37
5.	TOTAL ASSESSMENT			$	9,788.18
6.	AVERAGE ASSESSMENT PER PARCEL				96.91

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34 - KENNEDY ESTATES PHASE I & II

TOTAL ASSESSMENT:
$9,788.18

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-300-001-000	$96.91	36	005-300-036-000	$96.91
2	005-300-002-000	$96.91	37	005-300-037-000	$96.91
3	005-300-003-000	$96.91	38	005-300-038-000	$96.91
4	005-300-004-000	$96.91	39	005-300-039-000	$96.91
5	005-300-005-000	$96.91	40	005-300-040-000	$96.91
6	005-300-006-000	$96.91	41	005-300-041-000	$96.91
7	005-300-007-000	$96.91	42	005-300-042-000	$96.91
8	005-300-008-000	$96.91	43	005-300-043-000	$96.91
9	005-300-009-000	$96.91	44	005-300-044-000	$96.91
10	005-300-010-000	$96.91	45	005-300-045-000	$96.91
11	005-300-011-000	$96.91	46	005-300-046-000	$96.91
12	005-300-012-000	$96.91	47	005-300-047-000	$96.91
13	005-300-013-000	$96.91	48	005-300-048-000	$96.91
14	005-300-014-000	$96.91	49	005-300-049-000	$96.91
15	005-300-015-000	$96.91	50	005-300-050-000	$96.91
16	005-300-016-000	$96.91	51	005-300-051-000	$96.91
17	005-300-017-000	$96.91	52	005-300-052-000	$96.91
18	005-300-018-000	$96.91	53	005-301-001-000	$96.91
19	005-300-019-000	$96.91	54	005-301-002-000	$96.91
20	005-300-020-000	$96.91	55	005-301-003-000	$96.91
21	005-300-021-000	$96.91	56	005-301-004-000	$96.91
22	005-300-022-000	$96.91	57	005-301-005-000	$96.91
23	005-300-023-000	$96.91	58	005-301-006-000	$96.91
24	005-300-024-000	$96.91	59	005-301-007-000	$96.91
25	005-300-025-000	$96.91	60	005-301-008-000	$96.91
26	005-300-026-000	$96.91	61	005-301-009-000	$96.91
27	005-300-027-000	$96.91	62	005-301-010-000	$96.91
28	005-300-028-000	$96.91	63	005-301-011-000	$96.91
29	005-300-029-000	$96.91	64	005-301-012-000	$96.91
30	005-300-030-000	$96.91	65	005-301-013-000	$96.91
31	005-300-031-000	$96.91	66	005-301-014-000	$96.91
32	005-300-032-000	$96.91	67	005-301-015-000	$96.91
33	005-300-033-000	$96.91	68	005-301-016-000	$96.91
34	005-300-034-000	$96.91	69	005-301-017-000	$96.91
35	005-300-035-000	$96.91	70	005-301-018-000	$96.91

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	005-301-019-000	$96.91			
72	005-301-020-000	$96.91			
73	005-301-021-000	$96.91			
74	005-301-022-000	$96.91			
75	005-301-023-000	$96.91			
76	005-301-024-000	$96.91			
77	005-301-025-000	$96.91			
78	005-301-026-000	$96.91			
79	005-301-027-000	$96.91			
80	005-301-028-000	$96.91			
81	005-301-029-000	$96.91			
82	005-301-030-000	$96.91			
83	005-301-031-000	$96.91			
84	005-301-032-000	$96.91			
85	005-301-033-000	$96.91			
86	005-301-034-000	$96.91			
87	005-301-035-000	$96.91			
88	005-301-036-000	$96.91			
89	005-301-037-000	$96.91			
90	005-301-038-000	$96.91			
91	005-301-039-000	$96.91			
92	005-301-040-000	$96.91			
93	005-301-041-000	$96.91			
94	005-301-042-000	$96.91			
95	005-301-043-000	$96.91			
96	005-301-044-000	$96.91			
97	005-301-045-000	$96.91			
98	005-301-046-000	$96.91			
99	005-301-047-000	$96.91			
100	005-301-048-000	$96.91			
101	005-301-049-000	$96.91			
	TOTAL	$9,788.18			

CITY OF MADERA

ZONE 34B

2020-2021

1.	BEGINNING FUND BALANCE			$	37,488.88
2.	LANDSCAPE MAINTENANCE COSTS	$	1,715.28		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	650.01		
	b. ENGINEERING ADMINISTRATION	$	391.52		
	c. LEGAL ADMINISTRATION	$	31.67		
	d. FINANCE ADMINISTRATION	$	84.97		
	e. TREE TRIMMING	$	383.00		
	f. GAS & UTILITIES	$	536.21		
	g. EQUIPMENT	$	142.35		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	93.07		
	i. MADERA COUNTY PROCESSING FEES	$	34.17		
			TOTAL COSTS:	$	4,062.25
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				33,426.63
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34B
Kennedy Estates Phase 3
TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-303-001-000	$0.00	36	005-303-037-000	$0.00
2	005-303-002-000	$0.00	37	005-303-038-000	$0.00
3	005-303-003-000	$0.00	38	005-303-039-000	$0.00
4	005-303-004-000	$0.00	39	005-303-040-000	$0.00
5	005-303-005-000	$0.00	40	005-303-041-000	$0.00
6	005-303-006-000	$0.00	41	005-303-042-000	$0.00
7	005-303-007-000	$0.00	42	005-303-043-000	$0.00
8	005-303-008-000	$0.00	43	005-303-044-000	$0.00
9	005-303-009-000	$0.00	44	005-303-045-000	$0.00
10	005-303-010-000	$0.00	45	005-303-046-000	$0.00
11	005-303-011-000	$0.00	46	005-303-047-000	$0.00
12	005-303-012-000	$0.00	47	005-303-048-000	$0.00
13	005-303-013-000	$0.00	48	005-303-049-000	$0.00
14	005-303-014-000	$0.00	49	005-303-050-000	$0.00
15	005-303-015-000	$0.00	50	005-303-051-000	$0.00
16	005-303-016-000	$0.00	51	005-303-052-000	$0.00
17	005-303-017-000	$0.00			
18	005-303-019-000	$0.00		TOTAL	$0.00
19	005-303-020-000	$0.00			
20	005-303-021-000	$0.00			
21	005-303-022-000	$0.00			
22	005-303-023-000	$0.00			
23	005-303-024-000	$0.00			
24	005-303-025-000	$0.00			
25	005-303-026-000	$0.00			
26	005-303-027-000	$0.00			
27	005-303-028-000	$0.00			
28	005-303-029-000	$0.00			
29	005-303-030-000	$0.00			
30	005-303-031-000	$0.00			
31	005-303-032-000	$0.00			
32	005-303-033-000	$0.00			
33	005-303-034-000	$0.00			
34	005-303-035-000	$0.00			
35	005-303-036-000	$0.00			

CITY OF MADERA

ZONE 34C

2020-2021

1.	BEGINNING FUND BALANCE			$	13,446.34
2.	LANDSCAPE MAINTENANCE COSTS	$	5.51		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	650.01		
	b. ENGINEERING ADMINISTRATION	$	391.52		
	c. LEGAL ADMINISTRATION	$	31.67		
	d. FINANCE ADMINISTRATION	$	84.97		
	e. TREE TRIMMING	$	383.00		
	f. GAS & UTILITIES	$	332.48		
	g. EQUIPMENT	$	142.35		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	93.07		
	i. MADERA COUNTY PROCESSING FEES	$	34.17		
			TOTAL COSTS:	$	2,148.76
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				11,297.58
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34C
Kennedy Estates Phase 4
TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-304-001-000	$0.00	36	005-304-036-000	$0.00
2	005-304-002-000	$0.00	37	005-304-037-000	$0.00
3	005-304-003-000	$0.00	38	005-304-038-000	$0.00
4	005-304-004-000	$0.00	39	005-304-039-000	$0.00
5	005-304-005-000	$0.00	40	005-304-040-000	$0.00
6	005-304-006-000	$0.00	41	005-304-041-000	$0.00
7	005-304-007-000	$0.00	42	005-304-042-000	$0.00
8	005-304-008-000	$0.00	43	005-304-043-000	$0.00
9	005-304-009-000	$0.00	44	005-304-044-000	$0.00
10	005-304-010-000	$0.00	45	005-304-045-000	$0.00
11	005-304-011-000	$0.00	46	005-304-046-000	$0.00
12	005-304-012-000	$0.00	47	005-304-047-000	$0.00
13	005-304-013-000	$0.00	48	005-304-048-000	$0.00
14	005-304-014-000	$0.00	49	005-304-049-000	$0.00
15	005-304-015-000	$0.00	50	005-304-050-000	$0.00
16	005-304-016-000	$0.00	51	005-304-051-000	$0.00
17	005-304-017-000	$0.00			
18	005-304-018-000	$0.00		TOTAL	$0.00
19	005-304-019-000	$0.00			
20	005-304-020-000	$0.00			
21	005-304-021-000	$0.00			
22	005-304-022-000	$0.00			
23	005-304-023-000	$0.00			
24	005-304-024-000	$0.00			
25	005-304-025-000	$0.00			
26	005-304-026-000	$0.00			
27	005-304-027-000	$0.00			
28	005-304-028-000	$0.00			
29	005-304-029-000	$0.00			
30	005-304-030-000	$0.00			
31	005-304-031-000	$0.00			
32	005-304-032-000	$0.00			
33	005-304-033-000	$0.00			
34	005-304-034-000	$0.00			
35	005-304-035-000	$0.00			

CITY OF MADERA

ZONE 35

2020-2021

1.	BEGINNING FUND BALANCE			$	1,352.68
2.	LANDSCAPE MAINTENANCE COSTS	$	1,060.58		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	370.51		
	b. ENGINEERING ADMINISTRATION	$	645.82		
	c. LEGAL ADMINISTRATION	$	52.24		
	d. FINANCE ADMINISTRATION	$	140.16		
	e. TREE TRIMMING	$	203.00		
	f. GAS & UTILITIES	$	100.17		
	g. EQUIPMENT	$	80.37		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.67		
	i. MADERA COUNTY PROCESSING FEES	$	60.30		
			TOTAL COSTS:	$	2,730.82
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,165.67
5.	TOTAL ASSESSMENT			$	2,542.91
6.	AVERAGE ASSESSMENT PER PARCEL				28.26

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 35 - SANTA BARBARA ESTATES

TOTAL ASSESSMENT:
$2,542.91

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-540-001-000	$28.25	36	009-540-036-000	$28.25
2	009-540-002-000	$28.25	37	009-540-037-000	$28.25
3	009-540-003-000	$28.25	38	009-540-038-000	$28.25
4	009-540-004-000	$28.25	39	009-540-039-000	$28.25
5	009-540-005-000	$28.25	40	009-540-040-000	$28.25
6	009-540-006-000	$28.25	41	009-540-041-000	$28.25
7	009-540-007-000	$28.25	42	009-540-042-000	$28.25
8	009-540-008-000	$28.25	43	009-540-043-000	$28.25
9	009-540-009-000	$28.25	44	009-540-044-000	$28.25
10	009-540-010-000	$28.25	45	009-540-045-000	$28.25
11	009-540-011-000	$28.25	46	009-540-046-000	$28.25
12	009-540-012-000	$28.25	47	009-540-047-000	$28.25
13	009-540-013-000	$28.25	48	009-540-048-000	$28.25
14	009-540-014-000	$28.25	49	009-540-049-000	$28.25
15	009-540-015-000	$28.25	50	009-540-050-000	$28.25
16	009-540-016-000	$28.25	51	009-540-051-000	$28.25
17	009-540-017-000	$28.25	52	009-540-052-000	$28.25
18	009-540-018-000	$28.25	53	009-540-053-000	$28.25
19	009-540-019-000	$28.25	54	009-540-054-000	$28.25
20	009-540-020-000	$28.25	55	009-540-055-000	$28.25
21	009-540-021-000	$28.25	56	009-540-056-000	$28.25
22	009-540-022-000	$28.25	57	009-540-057-000	$28.25
23	009-540-023-000	$28.25	58	009-540-058-000	$28.25
24	009-540-024-000	$28.25	59	009-540-059-000	$28.25
25	009-540-025-000	$28.25	60	009-540-060-000	$28.25
26	009-540-026-000	$28.25	61	009-540-061-000	$28.25
27	009-540-027-000	$28.25	62	009-540-062-000	$28.25
28	009-540-028-000	$28.25	63	009-540-063-000	$28.25
29	009-540-029-000	$28.25	64	009-540-064-000	$28.25
30	009-540-030-000	$28.25	65	009-540-065-000	$28.25
31	009-540-031-000	$28.25	66	009-540-066-000	$28.25
32	009-540-032-000	$28.25	67	009-540-067-000	$28.25
33	009-540-033-000	$28.25	68	009-540-068-000	$28.25
34	009-540-034-000	$28.25	69	009-540-069-000	$28.25
35	009-540-035-000	$28.25	70	009-540-070-000	$28.25

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-540-071-000	$28.25			
72	009-540-072-000	$28.25			
73	009-540-073-000	$28.25			
74	009-540-074-000	$28.25			
75	009-540-075-000	$28.25			
76	009-540-076-000	$28.25			
77	009-540-077-000	$28.25			
78	009-540-078-000	$28.25			
79	009-540-079-000	$28.25			
80	009-540-080-000	$28.25			
81	009-540-081-000	$28.25			
82	009-540-082-000	$28.25			
83	009-540-083-000	$28.25			
84	009-540-084-000	$28.25			
85	009-540-085-000	$28.25			
86	009-540-086-000	$28.25			
87	009-540-087-000	$28.25			
88	009-540-088-000	$28.25			
89	009-540-089-000	$28.25			
90	009-540-090-000	$28.25			
	TOTAL	$2,542.91			

CITY OF MADERA

ZONE 36A

2020-2021

1.	BEGINNING FUND BALANCE			$	17,516.98
2.	LANDSCAPE MAINTENANCE COSTS	$	4,365.36		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	515.77		
	b. ENGINEERING ADMINISTRATION	$	984.89		
	c. LEGAL ADMINISTRATION	$	79.66		
	d. FINANCE ADMINISTRATION	$	213.74		
	e. TREE TRIMMING	$	990.00		
	f. GAS & UTILITIES	$	220.91		
	g. EQUIPMENT	$	335.11		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	94.31		
	i. MADERA COUNTY PROCESSING FEES	$	95.14		
			TOTAL COSTS:	$	7,894.90
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				15,186.82
5.	TOTAL ASSESSMENT			$	5,563.32
6.	AVERAGE ASSESSMENT PER PARCEL				39.19

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36A
Mariposa Estates
TOTAL ASSESSMENT:
$5,563.32

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-291-001-000	$39.18	36	011-292-012-000	$39.18
2	011-291-002-000	$39.18	37	011-292-013-000	$39.18
3	011-291-003-000	$39.18	38	011-292-014-000	$39.18
4	011-291-004-000	$39.18	39	011-292-015-000	$39.18
5	011-291-005-000	$39.18	40	011-292-016-000	$39.18
6	011-291-006-000	$39.18	41	011-292-017-000	$39.18
7	011-291-007-000	$39.18	42	011-292-018-000	$39.18
8	011-291-008-000	$39.18	43	011-292-019-000	$39.18
9	011-291-009-000	$39.18	44	011-292-020-000	$39.18
10	011-291-010-000	$39.18	45	011-292-021-000	$39.18
11	011-291-011-000	$39.18	46	011-292-022-000	$39.18
12	011-291-012-000	$39.18	47	011-292-023-000	$39.18
13	011-291-013-000	$39.18	48	011-292-024-000	$39.18
14	011-291-014-000	$39.18	49	011-292-025-000	$39.18
15	011-291-015-000	$39.18	50	011-292-026-000	$39.18
16	011-291-016-000	$39.18	51	011-292-027-000	$39.18
17	011-291-017-000	$39.18	52	011-292-028-000	$39.18
18	011-291-018-000	$39.18	53	011-292-029-000	$39.18
19	011-291-019-000	$39.18	54	011-292-030-000	$39.18
20	011-291-020-000	$39.18	55	011-292-031-000	$39.18
21	011-291-021-000	$39.18	56	011-292-032-000	$39.18
22	011-291-022-000	$39.18	57	011-292-033-000	$39.18
23	011-291-023-000	$39.18	58	011-292-034-000	$39.18
24	011-291-024-000	$39.18	59	011-292-035-000	$39.18
25	011-292-001-000	$39.18	60	011-292-036-000	$39.18
26	011-292-002-000	$39.18	61	011-292-037-000	$39.18
27	011-292-003-000	$39.18	62	011-292-038-000	$39.18
28	011-292-004-000	$39.18	63	011-292-039-000	$39.18
29	011-292-005-000	$39.18	64	011-292-040-000	$39.18
30	011-292-006-000	$39.18	65	011-292-041-000	$39.18
31	011-292-007-000	$39.18	66	011-292-042-000	$39.18
32	011-292-008-000	$39.18	67	011-292-095-000	$39.18
33	011-292-009-000	$39.18	68	011-292-044-000	$39.18
34	011-292-010-000	$39.18	69	011-292-045-000	$39.18
35	011-292-011-000	$39.18	70	011-292-046-000	$39.18

Assessment Number	Assessor's Parcel Number	Assessment
71	011-292-047-000	$39.18
72	011-291-025-000	$39.18
73	011-291-026-000	$39.18
74	011-291-027-000	$39.18
75	011-291-028-000	$39.18
76	011-291-029-000	$39.18
77	011-291-030-000	$39.18
78	011-291-031-000	$39.18
79	011-291-032-000	$39.18
80	011-291-033-000	$39.18
81	011-291-034-000	$39.18
82	011-291-035-000	$39.18
83	011-291-036-000	$39.18
84	011-292-048-000	$39.18
85	011-292-049-000	$39.18
86	011-292-050-000	$39.18
87	011-292-051-000	$39.18
88	011-292-052-000	$39.18
89	011-292-053-000	$39.18
90	011-292-054-000	$39.18
91	011-292-055-000	$39.18
92	011-292-056-000	$39.18
93	011-292-096-000	$39.18
94	011-292-058-000	$39.18
95	011-292-059-000	$39.18
96	011-292-060-000	$39.18
97	011-292-061-000	$39.18
98	011-292-062-000	$39.18
99	011-292-063-000	$39.18
100	011-292-064-000	$39.18
101	011-292-065-000	$39.18
102	011-292-066-000	$39.18
103	011-292-067-000	$39.18
104	011-292-068-000	$39.18
105	011-292-069-000	$39.18
106	011-292-070-000	$39.18
107	011-292-071-000	$39.18
108	011-292-072-000	$39.18
109	011-292-073-000	$39.18
110	011-292-074-000	$39.18
111	011-292-075-000	$39.18
112	011-292-076-000	$39.18
113	011-292-077-000	$39.18
114	011-292-078-000	$39.18
115	011-291-037-000	$39.18
116	011-291-038-000	$39.18
117	011-291-039-000	$39.18
118	011-291-040-000	$39.18
119	011-291-041-000	$39.18
120	011-291-042-000	$39.18
121	011-292-079-000	$39.18
122	011-292-080-000	$39.18
123	011-292-081-000	$39.18
124	011-292-082-000	$39.18
125	011-292-083-000	$39.18
126	011-292-084-000	$39.18
127	011-292-085-000	$39.18
128	011-292-086-000	$39.18
129	011-292-087-000	$39.18
130	011-292-088-000	$39.18
131	011-292-089-000	$39.18
132	011-292-090-000	$39.18
133	011-292-091-000	$39.18
134	011-292-092-000	$39.18
135	011-291-043-000	$39.18
136	011-291-044-000	$39.18
137	011-291-045-000	$39.18
138	011-291-046-000	$39.18
139	011-291-047-000	$39.18
140	011-291-048-000	$39.18
141	011-292-094-000	$39.18
142	011-292-097-000	$39.18
	TOTAL	$5,563.32

CITY OF MADERA

ZONE 36B

2020-2021

1.	BEGINNING FUND BALANCE			$	(1,733.90)
2.	LANDSCAPE MAINTENANCE COSTS	$	255.75		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	515.77		
	b. ENGINEERING ADMINISTRATION	$	124.18		
	c. LEGAL ADMINISTRATION	$	10.04		
	d. FINANCE ADMINISTRATION	$	26.95		
	e. TREE TRIMMING	$	990.00		
	f. GAS & UTILITIES	$	220.91		
	g. EQUIPMENT	$	19.67		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	4.64		
	i. MADERA COUNTY PROCESSING FEES	$	6.70		
			TOTAL COSTS:	$	2,174.61
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,644.91)
5.	TOTAL ASSESSMENT			$	1,263.50
6.	AVERAGE ASSESSMENT PER PARCEL				126.36

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36B
Mariposa Estates II
TOTAL ASSESSMENT:
$1,263.50

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-260-008-000	$126.35			
2	011-260-009-000	$126.35			
3	011-260-010-000	$126.35			
4	011-260-011-000	$126.35			
5	011-260-012-000	$126.35			
6	011-260-013-000	$126.35			
7	011-260-014-000	$126.35			
8	011-260-015-000	$126.35			
9	011-260-016-000	$126.35			
10	011-260-017-000	$126.35			
	Total	$1,263.50			

CITY OF MADERA

ZONE 36C

2020-2021

1.	BEGINNING FUND BALANCE			$	(3,711.04)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,697.64		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	392.64		
	b. ENGINEERING ADMINISTRATION	$	358.92		
	c. LEGAL ADMINISTRATION	$	29.03		
	d. FINANCE ADMINISTRATION	$	77.89		
	e. TREE TRIMMING	$	293.00		
	f. GAS & UTILITIES	$	118.56		
	g. EQUIPMENT	$	95.75		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	40.83		
	i. MADERA COUNTY PROCESSING FEES	$	30.82		
			TOTAL COSTS:	$	3,135.09
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,873.25)
5.	TOTAL ASSESSMENT			$	4,972.89
6.	AVERAGE ASSESSMENT PER PARCEL				108.11

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36C - OLIVE ESTATES

TOTAL ASSESSMENT:
$4,972.89

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-272-002-000	$108.11	36	011-272-037-000	$108.11
2	011-272-003-000	$108.11	37	011-272-038-000	$108.11
3	011-272-004-000	$108.11	38	011-272-039-000	$108.11
4	011-272-005-000	$108.11	39	011-272-040-000	$108.11
5	011-272-006-000	$108.11	40	011-272-041-000	$108.11
6	011-272-007-000	$108.11	41	011-272-042-000	$108.11
7	011-272-008-000	$108.11	42	011-272-043-000	$108.11
8	011-272-009-000	$108.11	43	011-272-044-000	$108.11
9	011-272-010-000	$108.11	44	011-272-045-000	$108.11
10	011-272-011-000	$108.11	45	011-272-046-000	$108.11
11	011-272-012-000	$108.11	46	011-272-047-000	$108.11
12	011-272-013-000	$108.11			
13	011-272-014-000	$108.11		TOTAL	$4,972.89
14	011-272-015-000	$108.11			
15	011-272-016-000	$108.11			
16	011-272-017-000	$108.11			
17	011-272-018-000	$108.11			
18	011-272-019-000	$108.11			
19	011-272-020-000	$108.11			
20	011-272-021-000	$108.11			
21	011-272-022-000	$108.11			
22	011-272-023-000	$108.11			
23	011-272-024-000	$108.11			
24	011-272-025-000	$108.11			
25	011-272-026-000	$108.11			
26	011-272-027-000	$108.11			
27	011-272-028-000	$108.11			
28	011-272-029-000	$108.11			
29	011-272-030-000	$108.11			
30	011-272-031-000	$108.11			
31	011-272-032-000	$108.11			
32	011-272-033-000	$108.11			
33	011-272-034-000	$108.11			
34	011-272-035-000	$108.11			
35	011-272-036-000	$108.11			

CITY OF MADERA

ZONE 37

2020-2021

1.	BEGINNING FUND BALANCE				$	1,377.13
2.	LANDSCAPE MAINTENANCE COSTS		$	1,020.79		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	365.57		
	b.	ENGINEERING ADMINISTRATION	$	711.03		
	c.	LEGAL ADMINISTRATION	$	57.51		
	d.	FINANCE ADMINISTRATION	$	154.31		
	e.	TREE TRIMMING	$	383.00		
	f.	GAS & UTILITIES	$	96.07		
	g.	EQUIPMENT	$	77.39		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	26.50		
	i.	MADERA COUNTY PROCESSING FEES	$	67.00		
				TOTAL COSTS:	$	2,959.17
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,159.10
5.	TOTAL ASSESSMENT				$	2,741.14
6.	AVERAGE ASSESSMENT PER PARCEL					27.41

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 37 - ALMOND TREE ESTATES

TOTAL ASSESSMENT:
$2,741.14

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-560-001-000	$27.41	36	009-561-019-000	$27.41
2	009-560-002-000	$27.41	37	009-561-020-000	$27.41
3	009-560-003-000	$27.41	38	009-561-021-000	$27.41
4	009-560-004-000	$27.41	39	009-561-022-000	$27.41
5	009-560-005-000	$27.41	40	009-561-023-000	$27.41
6	009-560-006-000	$27.41	41	009-561-024-000	$27.41
7	009-560-007-000	$27.41	42	009-561-025-000	$27.41
8	009-560-008-000	$27.41	43	009-561-026-000	$27.41
9	009-560-009-000	$27.41	44	009-561-027-000	$27.41
10	009-560-010-000	$27.41	45	009-561-028-000	$27.41
11	009-560-011-000	$27.41	46	009-561-029-000	$27.41
12	009-560-012-000	$27.41	47	009-561-030-000	$27.41
13	009-560-013-000	$27.41	48	009-561-031-000	$27.41
14	009-560-014-000	$27.41	49	009-561-032-000	$27.41
15	009-560-015-000	$27.41	50	009-561-033-000	$27.41
16	009-560-016-000	$27.41	51	009-560-018-000	$27.41
17	009-560-017-000	$27.41	52	009-560-019-000	$27.41
18	009-561-001-000	$27.41	53	009-560-020-000	$27.41
19	009-561-002-000	$27.41	54	009-560-021-000	$27.41
20	009-561-003-000	$27.41	55	009-560-022-000	$27.41
21	009-561-004-000	$27.41	56	009-560-023-000	$27.41
22	009-561-005-000	$27.41	57	009-560-024-000	$27.41
23	009-561-006-000	$27.41	58	009-560-025-000	$27.41
24	009-561-007-000	$27.41	59	009-560-026-000	$27.41
25	009-561-008-000	$27.41	60	009-560-027-000	$27.41
26	009-561-009-000	$27.41	61	009-560-028-000	$27.41
27	009-561-010-000	$27.41	62	009-560-029-000	$27.41
28	009-561-011-000	$27.41	63	009-560-030-000	$27.41
29	009-561-012-000	$27.41	64	009-560-031-000	$27.41
30	009-561-013-000	$27.41	65	009-560-032-000	$27.41
31	009-561-014-000	$27.41	66	009-560-033-000	$27.41
32	009-561-015-000	$27.41	67	009-560-034-000	$27.41
33	009-561-016-000	$27.41	68	009-560-035-000	$27.41
34	009-561-017-000	$27.41	69	009-560-036-000	$27.41
35	009-561-018-000	$27.41	70	009-560-037-000	$27.41

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-560-038-000	$27.41			
72	009-560-039-000	$27.41			
73	009-560-040-000	$27.41			
74	009-560-041-000	$27.41			
75	009-560-042-000	$27.41			
76	009-560-043-000	$27.41			
77	009-561-034-000	$27.41			
78	009-561-035-000	$27.41			
79	009-561-036-000	$27.41			
80	009-561-037-000	$27.41			
81	009-561-038-000	$27.41			
82	009-561-039-000	$27.41			
83	009-561-040-000	$27.41			
84	009-561-041-000	$27.41			
85	009-561-042-000	$27.41			
86	009-561-043-000	$27.41			
87	009-561-044-000	$27.41			
88	009-561-045-000	$27.41			
89	009-561-046-000	$27.41			
90	009-561-047-000	$27.41			
91	009-561-048-000	$27.41			
92	009-561-049-000	$27.41			
93	009-560-044-000	$27.41			
94	009-560-045-000	$27.41			
95	009-560-046-000	$27.41			
96	009-560-047-000	$27.41			
97	009-560-048-000	$27.41			
98	009-560-049-000	$27.41			
99	009-560-050-000	$27.41			
100	009-560-051-000	$27.41			
	TOTAL	$2,741.14			

CITY OF MADERA

ZONE 39

2020-2021

1.	BEGINNING FUND BALANCE			$	3,339.44
2.	LANDSCAPE MAINTENANCE COSTS	$	1,155.28		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	626.11		
	b. ENGINEERING ADMINISTRATION	$	1,095.74		
	c. LEGAL ADMINISTRATION	$	88.63		
	d. FINANCE ADMINISTRATION	$	237.80		
	e. TREE TRIMMING	$	473.00		
	f. GAS & UTILITIES	$	312.63		
	g. EQUIPMENT	$	108.42		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.67		
	i. MADERA COUNTY PROCESSING FEES	$	106.53		
			TOTAL COSTS:	$	4,221.80
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,184.46
5.	TOTAL ASSESSMENT			$	4,066.00
6.	AVERAGE ASSESSMENT PER PARCEL				27.10

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 39 - CARMEL HOMES III AND VARBELLA

TOTAL ASSESSMENT:
$4,066.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-470-001-000	$25.57	36	012-470-036-000	$25.57
2	012-470-002-000	$25.57	37	012-470-037-000	$25.57
3	012-470-003-000	$25.57	38	012-470-038-000	$25.57
4	012-470-004-000	$25.57	39	012-470-039-000	$25.57
5	012-470-005-000	$25.57	40	012-470-040-000	$25.57
6	012-470-006-000	$25.57	41	012-470-041-000	$25.57
7	012-470-007-000	$25.57	42	012-470-042-000	$25.57
8	012-470-008-000	$25.57	43	012-470-043-000	$25.57
9	012-470-009-000	$25.57	44	012-470-044-000	$25.57
10	012-470-010-000	$25.57	45	012-470-045-000	$25.57
		$25.57			
11	012-470-011-000	$25.57	46	012-470-046-000	$25.57
12	012-470-012-000	$25.57	47	012-470-047-000	$25.57
13	012-470-013-000	$25.57	48	012-470-048-000	$25.57
14	012-470-014-000	$25.57	49	012-470-049-000	$25.57
15	012-470-015-000	$25.57	50	012-470-050-000	$25.57
16	012-470-016-000	$25.57	51	012-470-051-000	$25.57
17	012-470-017-000	$25.57	52	012-470-052-000	$25.57
18	012-470-018-000	$25.57	53	012-470-053-000	$25.57
19	012-470-019-000	$25.57	54	012-470-054-000	$25.57
20	012-470-020-000	$25.57	55	012-470-055-000	$25.57
		$25.57			
21	012-470-021-000	$25.57	56	012-470-056-000	$25.57
22	012-470-022-000	$25.57	57	012-470-057-000	$25.57
23	012-470-023-000	$25.57	58	012-470-058-000	$25.57
24	012-470-024-000	$25.57	59	012-470-059-000	$25.57
25	012-470-025-000	$25.57	60	012-470-060-000	$25.57
26	012-470-026-000	$25.57	61	012-470-061-000	$25.57
27	012-470-027-000	$25.57	62	012-470-062-000	$25.57
28	012-470-028-000	$25.57	63	012-470-063-000	$25.57
29	012-470-029-000	$25.57	64	012-470-064-000	$25.57
30	012-470-030-000	$25.57	65	012-470-065-000	$25.57
		$25.57			
31	012-470-031-000	$25.57	66	012-470-066-000	$25.57
32	012-470-032-000	$25.57	67	012-470-067-000	$25.57
33	012-470-033-000	$25.57	68	012-470-068-000	$25.57
34	012-470-034-000	$25.57	69	012-470-069-000	$25.57
35	012-470-035-000	$25.57	70	012-470-070-000	$25.57

Assessment Number	Assessor's Parcel Number	Assessment
71	012-470-071-000	$25.57
72	012-470-072-000	$25.57
73	012-470-073-000	$25.57
74	012-470-074-000	$25.57
75	012-470-075-000	$25.57
		$25.57
76	012-470-076-000	$25.57
77	012-470-077-000	$25.57
78	012-470-078-000	$25.57
79	012-470-079-000	$25.57
80	012-470-080-000	$25.57
81	012-470-081-000	$25.57
82	012-470-082-000	$25.57
83	012-461-001-000	$25.57
84	012-461-002-000	$25.57
85	012-461-003-000	$25.57
86	012-461-004-000	$25.57
87	012-461-005-000	$25.57
88	012-461-006-000	$25.57
89	012-461-007-000	$25.57
90	012-461-008-000	$25.57
91	012-461-009-000	$25.57
92	012-461-010-000	$25.57
93	012-461-011-000	$25.57
94	012-461-012-000	$25.57
95	012-461-013-000	$25.57
96	012-461-014-000	$25.57
97	012-461-015-000	$25.57
98	012-461-016-000	$25.57
99	012-461-017-000	$25.57
100	012-461-018-000	$25.57
101	012-461-019-000	$25.57
102	012-461-020-000	$25.57
103	012-461-021-000	$25.57
104	012-461-022-000	$25.57
105	012-461-023-000	$25.57
106	012-461-024-000	$25.57
107	012-461-025-000	$25.57
108	012-461-026-000	$25.57
109	012-461-027-000	$25.57
110	012-461-028-000	$25.57
111	012-461-029-000	$25.57
112	012-461-030-000	$25.57
113	012-461-031-000	$25.57
114	012-461-032-000	$25.57
115	012-461-033-000	$25.57
116	012-461-034-000	$25.57
117	012-461-035-000	$25.57
118	012-461-036-000	$25.57
119	012-461-037-000	$25.57
120	012-461-038-000	$25.57
121	012-461-039-000	$25.57
122	012-461-040-000	$25.57
123	012-461-041-000	$25.57
124	012-461-042-000	$25.57
125	012-461-043-000	$25.57
126	012-461-044-000	$25.57
127	012-461-045-000	$25.57
128	012-461-046-000	$25.57
129	012-461-047-000	$25.57
130	012-461-048-000	$25.57
131	012-461-049-000	$25.57
132	012-461-050-000	$25.57
133	012-461-051-000	$25.57

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
134	012-461-052-000	$25.57			
135	012-461-053-000	$25.57			
136	012-461-054-000	$25.57			
137	012-461-055-000	$25.57			
138	012-461-056-000	$25.57			
139	012-461-057-000	$25.57			
140	012-461-058-000	$25.57			
141	012-461-059-000	$25.57			
142	012-461-060-000	$25.57			
143	012-461-061-000	$25.57			
144	012-461-062-000	$25.57			
145	012-461-063-000	$25.57			
146	012-461-064-000	$25.57			
147	012-461-065-000	$25.57			
148	012-461-066-000	$25.57			
149	012-461-067-000	$25.57			
150	012-461-068-000	$25.57			
151	012-461-069-000	$25.57			
152	012-461-070-000	$25.57			
153	012-461-071-000	$25.57			
154	012-461-072-000	$25.57			
155	012-461-073-000	$25.57			
156	012-461-074-000	$25.57			
157	012-461-075-000	$25.57			
158	012-461-076-000	$25.57			
159	012-461-077-000	$25.57			

CITY OF MADERA

ZONE 40

2020-2021

1.	BEGINNING FUND BALANCE			$	2,565.86
2.	LANDSCAPE MAINTENANCE COSTS	$	2,384.41		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	510.36		
	b. ENGINEERING ADMINISTRATION	$	567.58		
	c. LEGAL ADMINISTRATION	$	45.91		
	d. FINANCE ADMINISTRATION	$	123.18		
	e. TREE TRIMMING	$	788.00		
	f. GAS & UTILITIES	$	216.41		
	g. EQUIPMENT	$	180.70		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	35.33		
	i. MADERA COUNTY PROCESSING FEES	$	52.26		
			TOTAL COSTS:	$	4,904.14
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,367.65
5.	TOTAL ASSESSMENT			$	3,705.15
6.	AVERAGE ASSESSMENT PER PARCEL				47.51

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 40 - TIERRA VISTA ESTATES

TOTAL ASSESSMENT:
$3,705.15

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-254-005-000	$47.50	36	012-254-040-000	$47.50
2	012-254-006-000	$47.50	37	012-254-041-000	$47.50
3	012-254-007-000	$47.50	38	012-254-042-000	$47.50
4	012-254-008-000	$47.50	39	012-254-043-000	$47.50
5	012-254-009-000	$47.50	40	012-254-044-000	$47.50
6	012-254-010-000	$47.50	41	012-254-045-000	$47.50
7	012-254-011-000	$47.50	42	012-254-046-000	$47.50
8	012-254-012-000	$47.50	43	012-254-047-000	$47.50
9	012-254-013-000	$47.50	44	012-254-048-000	$47.50
10	012-254-014-000	$47.50	45	012-254-049-000	$47.50
11	012-254-015-000	$47.50	46	012-254-050-000	$47.50
12	012-254-016-000	$47.50	47	012-254-051-000	$47.50
13	012-254-017-000	$47.50	48	012-254-052-000	$47.50
14	012-254-018-000	$47.50	49	012-254-053-000	$47.50
15	012-254-019-000	$47.50	50	012-254-054-000	$47.50
16	012-254-020-000	$47.50	51	012-254-055-000	$47.50
17	012-254-021-000	$47.50	52	012-254-056-000	$47.50
18	012-254-022-000	$47.50	53	012-254-057-000	$47.50
19	012-254-023-000	$47.50	54	012-254-058-000	$47.50
20	012-254-024-000	$47.50	55	012-254-059-000	$47.50
21	012-254-025-000	$47.50	56	012-254-060-000	$47.50
22	012-254-026-000	$47.50	57	012-254-061-000	$47.50
23	012-254-027-000	$47.50	58	012-254-062-000	$47.50
24	012-254-028-000	$47.50	59	012-254-063-000	$47.50
25	012-254-029-000	$47.50	60	012-254-064-000	$47.50
26	012-254-030-000	$47.50	61	012-254-065-000	$47.50
27	012-254-031-000	$47.50	62	012-254-066-000	$47.50
28	012-254-032-000	$47.50	63	012-254-067-000	$47.50
29	012-254-033-000	$47.50	64	012-254-068-000	$47.50
30	012-254-034-000	$47.50	65	012-254-069-000	$47.50
31	012-254-035-000	$47.50	66	012-254-070-000	$47.50
32	012-254-036-000	$47.50	67	012-254-071-000	$47.50
33	012-254-037-000	$47.50	68	012-254-072-000	$47.50
34	012-254-038-000	$47.50	69	012-254-073-000	$47.50
35	012-254-039-000	$47.50	70	012-254-074-000	$47.50

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-254-075-000	$47.50			
72	012-254-076-000	$47.50			
73	012-254-077-000	$47.50			
74	012-254-078-000	$47.50			
75	012-254-079-000	$47.50			
76	012-254-080-000	$47.50			
77	012-254-081-000	$47.50			
78	012-254-082-000	$47.50			
	Total	$3,705.15			

CITY OF MADERA

ZONE 41

2020-2021

1.	BEGINNING FUND BALANCE			$	(5,010.24)
2.	LANDSCAPE MAINTENANCE COSTS	$	2,701.89		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	431.79		
	b. ENGINEERING ADMINISTRATION	$	248.07		
	c. LEGAL ADMINISTRATION	$	20.07		
	d. FINANCE ADMINISTRATION	$	53.84		
	e. TREE TRIMMING	$	248.00		
	f. GAS & UTILITIES	$	151.10		
	g. EQUIPMENT	$	121.24		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	8.83		
	i. MADERA COUNTY PROCESSING FEES	$	19.43		
			TOTAL COSTS:	$	4,004.26
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(5,024.75)
5.	TOTAL ASSESSMENT			$	3,989.46
6.	AVERAGE ASSESSMENT PER PARCEL				137.58

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 41 - Pond Place Estates

TOTAL ASSESSMENT:
$3,989.46

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-440-001-000	$137.57			
2	012-440-002-000	$137.57			
3	012-440-003-000	$137.57			
4	012-440-004-000	$137.57			
5	012-440-005-000	$137.57			
6	012-440-006-000	$137.57			
7	012-440-007-000	$137.57			
8	012-440-008-000	$137.57			
9	012-440-009-000	$137.57			
10	012-440-010-000	$137.57			
11	012-440-011-000	$137.57			
12	012-440-012-000	$137.57			
13	012-440-013-000	$137.57			
14	012-440-014-000	$137.57			
15	012-440-015-000	$137.57			
16	012-440-016-000	$137.57			
17	012-440-017-000	$137.57			
18	012-440-018-000	$137.57			
19	012-440-019-000	$137.57			
20	012-440-020-000	$137.57			
21	012-440-021-000	$137.57			
22	012-440-022-000	$137.57			
23	012-440-023-000	$137.57			
24	012-440-024-000	$137.57			
25	012-440-025-000	$137.57			
26	012-440-026-000	$137.57			
27	012-440-027-000	$137.57			
28	012-440-028-000	$137.57			
29	012-440-029-000	$137.57			
	Total	$3,989.46			

CITY OF MADERA

ZONE 43A

2020-2021

1.	BEGINNING FUND BALANCE			$	35,807.75
2.	LANDSCAPE MAINTENANCE COSTS	$	34,799.40		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	5,466.45		
	b. ENGINEERING ADMINISTRATION	$	2,054.26		
	c. LEGAL ADMINISTRATION	$	166.16		
	d. FINANCE ADMINISTRATION	$	445.82		
	e. TREE TRIMMING	$	2,385.00		
	f. GAS & UTILITIES	$	4,115.20		
	g. EQUIPMENT	$	2,754.31		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	486.33		
	i. MADERA COUNTY PROCESSING FEES	$	205.02		
			TOTAL COSTS:	$	52,672.93
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				35,894.41
5.	TOTAL ASSESSMENT			$	52,964.61
6.	AVERAGE ASSESSMENT PER PARCEL				173.09

This zone includes new improvements intended to enhance the neighborhood. Improvements include:14,540 square feet of landscape and hardscape materials, playground equipment. Inclusion of these improvements do not serve to increase the abase assessment.

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43A - ORCHARD POINTE PHASE I & II

TOTAL ASSESSMENT:
$52,964.61

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-340-004-000	$7,319.22	36	011-341-034-000	$133.08
2	011-340-005-000	$5,190.00	37	011-341-035-000	$133.08
3	011-341-001-000	$133.08	38	011-341-036-000	$133.08
4	011-341-002-000	$133.08	39	011-341-037-000	$133.08
5	011-341-003-000	$133.08	40	011-341-038-000	$133.08
6	011-341-004-000	$133.08	41	011-341-039-000	$133.08
7	011-341-005-000	$133.08	42	011-341-040-000	$133.08
8	011-341-006-000	$133.08	43	011-341-041-000	$133.08
9	011-341-007-000	$133.08	44	011-341-042-000	$133.08
10	011-341-008-000	$133.08	45	011-341-043-000	$133.08
11	011-341-009-000	$133.08	46	011-342-001-000	$133.08
12	011-341-010-000	$133.08	47	011-342-002-000	$133.08
13	011-341-011-000	$133.08	48	011-342-003-000	$133.08
14	011-341-012-000	$133.08	49	011-342-004-000	$133.08
15	011-341-013-000	$133.08	50	011-342-005-000	$133.08
16	011-341-014-000	$133.08	51	011-342-006-000	$133.08
17	011-341-015-000	$133.08	52	011-342-007-000	$133.08
18	011-341-016-000	$133.08	53	011-342-008-000	$133.08
19	011-341-017-000	$133.08	54	011-342-009-000	$133.08
20	011-341-018-000	$133.08	55	011-342-010-000	$133.08
21	011-341-019-000	$133.08	56	011-342-011-000	$133.08
22	011-341-020-000	$133.08	57	011-342-012-000	$133.08
23	011-341-021-000	$133.08	58	011-342-013-000	$133.08
24	011-341-022-000	$133.08	59	011-342-014-000	$133.08
25	011-341-023-000	$133.08	60	011-342-015-000	$133.08
26	011-341-024-000	$133.08	61	011-342-016-000	$133.08
27	011-341-025-000	$133.08	62	011-342-017-000	$133.08
28	011-341-026-000	$133.08	63	011-342-018-000	$133.08
29	011-341-027-000	$133.08	64	011-342-019-000	$133.08
30	011-341-028-000	$133.08	65	011-342-020-000	$133.08
31	011-341-029-000	$133.08	66	011-342-021-000	$133.08
32	011-341-030-000	$133.08	67	011-342-022-000	$133.08
33	011-341-031-000	$133.08	68	011-342-023-000	$133.08
34	011-341-032-000	$133.08	69	011-342-024-000	$133.08
35	011-341-033-000	$133.08	70	011-342-025-000	$133.08

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	011-342-026-000	$133.08	116	011-352-011-000	$133.08
72	011-342-027-000	$133.08	117	011-352-012-000	$133.08
73	011-342-028-000	$133.08	118	011-352-013-000	$133.08
74	011-342-029-000	$133.08	119	011-352-014-000	$133.08
75	011-342-030-000	$133.08	120	011-352-015-000	$133.08
76	011-342-031-000	$133.08	121	011-352-016-000	$133.08
77	011-342-032-000	$133.08	122	011-352-017-000	$133.08
78	011-342-033-000	$133.08	123	011-352-018-000	$133.08
79	011-342-034-000	$133.08	124	011-352-019-000	$133.08
80	011-342-035-000	$133.08	125	011-352-020-000	$133.08
81	011-342-036-000	$133.08	126	011-352-021-000	$133.08
82	011-342-037-000	$133.08	127	011-352-022-000	$133.08
83	011-342-038-000	$133.08	128	011-352-023-000	$133.08
84	011-342-039-000	$133.08	129	011-352-024-000	$133.08
85	011-342-040-000	$133.08	130	011-352-025-000	$133.08
86	011-342-041-000	$133.08	131	011-352-026-000	$133.08
87	011-342-042-000	$133.08	132	011-352-027-000	$133.08
88	011-342-043-000	$133.08	133	011-352-028-000	$133.08
89	011-342-044-000	$133.08	134	011-352-029-000	$133.08
90	011-342-045-000	$133.08	135	011-352-030-000	$133.08
91	011-342-046-000	$133.08	136	011-352-031-000	$133.08
92	011-342-047-000	$133.08	137	011-352-032-000	$133.08
93	011-342-048-000	$133.08	138	011-352-033-000	$133.08
94	011-342-049-000	$133.08	139	011-352-034-000	$133.08
95	011-342-050-000	$133.08	140	011-352-035-000	$133.08
96	011-342-051-000	$133.08	141	011-352-036-000	$133.08
97	011-342-052-000	$133.08	142	011-352-037-000	$133.08
98	011-342-053-000	$133.08	143	011-352-038-000	$133.08
99	011-342-054-000	$133.08	144	011-352-039-000	$133.08
100	011-342-055-000	$133.08	145	011-352-040-000	$133.08
101	011-342-056-000	$133.08	146	011-352-041-000	$133.08
102	011-342-057-000	$133.08	147	011-351-001-000	$133.08
103	011-342-058-000	$133.08	148	011-351-002-000	$133.08
104	011-342-059-000	$133.08	149	011-351-003-000	$133.08
105	011-342-060-000	$133.08	150	011-351-004-000	$133.08
106	011-352-001-000	$133.08	151	011-351-005-000	$133.08
107	011-352-002-000	$133.08	152	011-351-006-000	$133.08
108	011-352-003-000	$133.08	153	011-351-007-000	$133.08
109	011-352-004-000	$133.08	154	011-351-008-000	$133.08
110	011-352-005-000	$133.08	155	011-351-009-000	$133.08
111	011-352-006-000	$133.08	156	011-351-010-000	$133.08
112	011-352-007-000	$133.08	157	011-351-011-000	$133.08
113	011-352-008-000	$133.08	158	011-351-012-000	$133.08
114	011-352-009-000	$133.08	159	011-351-013-000	$133.08
115	011-352-010-000	$133.08	160	011-351-014-000	$133.08

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
161	011-351-015-000	$133.08		206	011-351-060-000	$133.08
162	011-351-016-000	$133.08		207	011-351-061-000	$133.08
163	011-351-017-000	$133.08		208	011-351-062-000	$133.08
164	011-351-018-000	$133.08		209	011-351-063-000	$133.08
165	011-351-019-000	$133.08		210	011-351-064-000	$133.08
166	011-351-020-000	$133.08		211	011-351-065-000	$133.08
167	011-351-021-000	$133.08		212	011-351-066-000	$133.08
168	011-351-022-000	$133.08		213	011-351-067-000	$133.08
169	011-351-023-000	$133.08		214	011-351-068-000	$133.08
170	011-351-024-000	$133.08		215	011-351-069-000	$133.08
171	011-351-025-000	$133.08		216	011-351-070-000	$133.08
172	011-351-026-000	$133.08		217	011-351-071-000	$133.08
173	011-351-027-000	$133.08		218	011-351-072-000	$133.08
174	011-351-028-000	$133.08		219	011-351-073-000	$133.08
175	011-351-029-000	$133.08		220	011-351-074-000	$133.08
176	011-351-030-000	$133.08		221	011-351-075-000	$133.08
177	011-351-031-000	$133.08		222	011-351-076-000	$133.08
178	011-351-032-000	$133.08		223	011-351-077-000	$133.08
179	011-351-033-000	$133.08		224	011-351-078-000	$133.08
180	011-351-034-000	$133.08		225	011-351-079-000	$133.08
181	011-351-035-000	$133.08		226	011-351-080-000	$133.08
182	011-351-036-000	$133.08		227	011-350-001-000	$133.08
183	011-351-037-000	$133.08		228	011-350-002-000	$133.08
184	011-351-038-000	$133.08		229	011-350-003-000	$133.08
185	011-351-039-000	$133.08		230	011-350-004-000	$133.08
186	011-351-040-000	$133.08		231	011-350-005-000	$133.08
187	011-351-041-000	$133.08		232	011-350-006-000	$133.08
188	011-351-042-000	$133.08		233	011-350-007-000	$133.08
189	011-351-043-000	$133.08		234	011-350-008-000	$133.08
190	011-351-044-000	$133.08		235	011-350-009-000	$133.08
191	011-351-045-000	$133.08		236	011-350-010-000	$133.08
192	011-351-046-000	$133.08		237	011-350-011-000	$133.08
193	011-351-047-000	$133.08		238	011-350-012-000	$133.08
194	011-351-048-000	$133.08		239	011-350-013-000	$133.08
195	011-351-049-000	$133.08		240	011-350-014-000	$133.08
196	011-351-050-000	$133.08		241	011-350-015-000	$133.08
197	011-351-051-000	$133.08		242	011-350-016-000	$133.08
198	011-351-052-000	$133.08		243	011-350-017-000	$133.08
199	011-351-053-000	$133.08		244	011-350-018-000	$133.08
200	011-351-054-000	$133.08		245	011-350-019-000	$133.08
201	011-351-055-000	$133.08	*	246	011-350-020-000	$133.08
202	011-351-056-000	$133.08	*	247	011-350-021-000	$133.08
203	011-351-057-000	$133.08	*	248	011-350-022-000	$133.08
204	011-351-085-000	$133.08	*	249	011-350-023-000	$133.08
205	011-351-086-000	$133.08		250	011-350-024-000	$133.08

Assessment Number	Assessor's Parcel Number	Assessment
251	011-350-025-000	$133.08
252	011-350-026-000	$133.08
253	011-350-027-000	$133.08
254	011-350-028-000	$133.08
255	011-350-029-000	$133.08
256	011-350-030-000	$133.08
257	011-350-031-000	$133.08
258	011-350-032-000	$133.08
259	011-350-033-000	$133.08
260	011-350-034-000	$133.08
261	011-350-035-000	$133.08
262	011-350-036-000	$133.08
263	011-350-037-000	$133.08
264	011-350-038-000	$133.08
265	011-350-039-000	$133.08
266	011-350-040-000	$133.08
267	011-350-041-000	$133.08
268	011-350-042-000	$133.08
269	011-350-043-000	$133.08
270	011-350-044-000	$133.08
271	011-350-045-000	$133.08
272	011-350-046-000	$133.08
273	011-350-047-000	$133.08
274	011-350-048-000	$133.08
275	011-350-049-000	$133.08
276	011-350-050-000	$133.08
277	011-350-051-000	$133.08
278	011-350-052-000	$133.08
279	011-350-053-000	$133.08
280	011-350-054-000	$133.08
281	011-350-055-000	$133.08
282	011-350-056-000	$133.08
283	011-350-057-000	$133.08
284	011-350-058-000	$133.08
285	011-350-059-000	$133.08
286	011-350-060-000	$133.08
287	011-350-061-000	$133.08
288	011-350-062-000	$133.08
289	011-350-063-000	$133.08
290	011-350-068-000	$133.08
291	011-353-001-000	$133.08
292	011-353-002-000	$133.08
293	011-353-003-000	$133.08
294	011-353-004-000	$133.08
295	011-353-005-000	$133.08
296	011-353-006-000	$133.08
297	011-353-007-000	$133.08
298	011-353-008-000	$133.08
299	011-353-009-000	$133.08
300	011-353-010-000	$133.08
301	011-353-011-000	$133.08
302	011-353-012-000	$133.08
303	011-353-013-000	$133.08
304	011-353-014-000	$133.08
305	011-353-015-000	$133.08
306	011-353-016-000	$133.08

TOTAL:	$52,964.60
DIRECT BILL:	$532.31
TOTAL TO ASSESSOR:	$52,432.29

CITY OF MADERA

ZONE 43C

2020-2021

1.	BEGINNING FUND BALANCE			$	26,304.99
2.	LANDSCAPE MAINTENANCE COSTS	$	12,734.50		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,492.01		
	b. ENGINEERING ADMINISTRATION	$	1,402.21		
	c. LEGAL ADMINISTRATION	$	113.42		
	d. FINANCE ADMINISTRATION	$	304.31		
	e. TREE TRIMMING	$	3,690.00		
	f. GAS & UTILITIES	$	1,032.37		
	g. EQUIPMENT	$	964.97		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	186.19		
	i. MADERA COUNTY PROCESSING FEES	$	138.02		
			TOTAL COSTS:	$	22,058.00
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				21,613.47
5.	TOTAL ASSESSMENT			$	17,366.48
6.	AVERAGE ASSESSMENT PER PARCEL				84.30

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43C - El Coronado Estates

TOTAL ASSESSMENT:
$17,366.48

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-331-001-000	$84.30	36	011-333-033-000	$84.30
2	011-331-002-000	$84.30	37	011-333-034-000	$84.30
3	011-331-003-000	$84.30	38	011-333-035-000	$84.30
4	011-333-001-000	$84.30	39	011-333-036-000	$84.30
5	011-333-002-000	$84.30	40	011-333-037-000	$84.30
6	011-333-003-000	$84.30	41	011-333-038-000	$84.30
7	011-333-004-000	$84.30	42	011-333-039-000	$84.30
8	011-333-005-000	$84.30	43	011-333-040-000	$84.30
9	011-333-006-000	$84.30	44	011-333-041-000	$84.30
10	011-333-007-000	$84.30	45	011-333-042-000	$84.30
11	011-333-008-000	$84.30	46	011-333-043-000	$84.30
12	011-333-009-000	$84.30	47	011-333-044-000	$84.30
13	011-333-010-000	$84.30	48	011-331-019-000	$84.30
14	011-333-011-000	$84.30	49	011-331-020-000	$84.30
15	011-333-012-000	$84.30	50	011-331-021-000	$84.30
16	011-333-013-000	$84.30	51	011-332-001-000	$84.30
17	011-333-014-000	$84.30	52	011-332-002-000	$84.30
18	011-333-015-000	$84.30	53	011-332-003-000	$84.30
19	011-333-016-000	$84.30	54	011-332-004-000	$84.30
20	011-333-017-000	$84.30	55	011-332-005-000	$84.30
21	011-333-018-000	$84.30	56	011-332-006-000	$84.30
22	011-333-019-000	$84.30	57	011-332-007-000	$84.30
23	011-333-020-000	$84.30	58	011-332-008-000	$84.30
24	011-333-021-000	$84.30	59	011-332-009-000	$84.30
25	011-333-022-000	$84.30	60	011-332-010-000	$84.30
26	011-333-023-000	$84.30	61	011-332-011-000	$84.30
27	011-333-024-000	$84.30	62	011-332-012-000	$84.30
28	011-333-025-000	$84.30	63	011-332-013-000	$84.30
29	011-333-026-000	$84.30	64	011-332-014-000	$84.30
30	011-333-027-000	$84.30	65	011-332-015-000	$84.30
31	011-333-028-000	$84.30	66	011-332-016-000	$84.30
32	011-333-029-000	$84.30	67	011-332-017-000	$84.30
33	011-333-030-000	$84.30	68	011-332-018-000	$84.30
34	011-333-031-000	$84.30	69	011-332-019-000	$84.30
35	011-333-032-000	$84.30	70	011-332-020-000	$84.30

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	011-332-021-000	$84.30	116	011-333-082-000	$84.30
72	011-332-022-000	$84.30	117	011-333-083-000	$84.30
73	011-332-023-000	$84.30	118	011-333-084-000	$84.30
74	011-332-024-000	$84.30	119	011-333-085-000	$84.30
75	011-332-025-000	$84.30	120	011-331-004-000	$84.30
76	011-332-026-000	$84.30	121	011-331-005-000	$84.30
77	011-332-027-000	$84.30	122	011-331-006-000	$84.30
78	011-332-028-000	$84.30	123	011-331-007-000	$84.30
79	011-333-045-000	$84.30	124	011-331-008-000	$84.30
80	011-333-046-000	$84.30	125	011-331-009-000	$84.30
81	011-333-047-000	$84.30	126	011-331-010-000	$84.30
82	011-333-048-000	$84.30	127	011-331-011-000	$84.30
83	011-333-049-000	$84.30	128	011-331-012-000	$84.30
84	011-333-050-000	$84.30	129	011-331-013-000	$84.30
85	011-333-051-000	$84.30	130	011-331-014-000	$84.30
86	011-333-052-000	$84.30	131	011-331-015-000	$84.30
87	011-333-053-000	$84.30	132	011-331-016-000	$84.30
88	011-333-054-000	$84.30	133	011-331-017-000	$84.30
89	011-333-055-000	$84.30	134	011-331-018-000	$84.30
90	011-333-056-000	$84.30	135	011-333-086-000	$84.30
91	011-333-057-000	$84.30	136	011-333-087-000	$84.30
92	011-333-058-000	$84.30	137	011-333-088-000	$84.30
93	011-333-059-000	$84.30	138	011-333-089-000	$84.30
94	011-333-060-000	$84.30	139	011-333-090-000	$84.30
95	011-333-061-000	$84.30	140	011-333-091-000	$84.30
96	011-333-062-000	$84.30	141	011-333-092-000	$84.30
97	011-333-063-000	$84.30	142	011-333-093-000	$84.30
98	011-333-064-000	$84.30	143	011-333-094-000	$84.30
99	011-333-065-000	$84.30	144	011-333-095-000	$84.30
100	011-333-066-000	$84.30	145	011-333-096-000	$84.30
101	011-333-067-000	$84.30	146	011-333-097-000	$84.30
102	011-333-068-000	$84.30	147	011-331-022-000	$84.30
103	011-333-069-000	$84.30	148	011-331-023-000	$84.30
104	011-333-070-000	$84.30	149	011-331-024-000	$84.30
105	011-333-071-000	$84.30	150	011-331-025-000	$84.30
106	011-333-072-000	$84.30	151	011-331-026-000	$84.30
107	011-333-073-000	$84.30	152	011-331-027-000	$84.30
108	011-333-074-000	$84.30	153	011-331-028-000	$84.30
109	011-333-075-000	$84.30	154	011-331-029-000	$84.30
110	011-333-076-000	$84.30	155	011-331-030-000	$84.30
111	011-333-077-000	$84.30	156	011-331-031-000	$84.30
112	011-333-078-000	$84.30	157	011-331-032-000	$84.30
113	011-333-079-000	$84.30	158	011-331-033-000	$84.30
114	011-333-080-000	$84.30	159	011-331-034-000	$84.30
115	011-333-081-000	$84.30	160	011-331-035-000	$84.30

Assessment Number	Assessor's Parcel Number	Assessment
161	011-331-036-000	$84.30
162	011-331-037-000	$84.30
163	011-331-038-000	$84.30
164	011-331-039-000	$84.30
165	011-331-040-000	$84.30
166	011-331-041-000	$84.30
167	011-331-042-000	$84.30
168	011-331-043-000	$84.30
169	011-331-044-000	$84.30
170	011-331-045-000	$84.30
171	011-331-046-000	$84.30
172	011-331-047-000	$84.30
173	011-331-048-000	$84.30
174	011-331-049-000	$84.30
175	011-331-050-000	$84.30
176	011-331-051-000	$84.30
177	011-332-029-000	$84.30
178	011-332-030-000	$84.30
179	011-332-031-000	$84.30
180	011-332-032-000	$84.30
181	011-332-033-000	$84.30
182	011-332-034-000	$84.30
183	011-332-035-000	$84.30
184	011-332-036-000	$84.30
185	011-332-037-000	$84.30
186	011-332-038-000	$84.30
187	011-332-039-000	$84.30
188	011-332-040-000	$84.30
189	011-332-041-000	$84.30
190	011-332-042-000	$84.30
191	011-332-043-000	$84.30
192	011-332-044-000	$84.30
193	011-332-045-000	$84.30
194	011-332-046-000	$84.30
195	011-332-047-000	$84.30
196	011-332-048-000	$84.30
197	011-332-049-000	$84.30
198	011-332-050-000	$84.30
199	011-332-051-000	$84.30
200	011-332-052-000	$84.30
201	011-332-053-000	$84.30
202	011-332-054-000	$84.30
203	011-332-055-000	$84.30
204	011-332-056-000	$84.30
205	011-332-057-000	$84.30
206	011-332-058-000	$84.30
	Total	$17,366.48

CITY OF MADERA

ZONE 43D

2020-2021

1.	BEGINNING FUND BALANCE			$	9,452.30
2.	LANDSCAPE MAINTENANCE COSTS	$	4,271.66		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	727.09		
	b. ENGINEERING ADMINISTRATION	$	737.11		
	c. LEGAL ADMINISTRATION	$	59.62		
	d. FINANCE ADMINISTRATION	$	159.97		
	e. TREE TRIMMING	$	1,395.00		
	f. GAS & UTILITIES	$	396.56		
	g. EQUIPMENT	$	323.71		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	63.64		
	i. MADERA COUNTY PROCESSING FEES	$	69.68		
			TOTAL COSTS:	$	8,204.05
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				8,476.45
5.	TOTAL ASSESSMENT			$	7,228.21
6.	AVERAGE ASSESSMENT PER PARCEL				69.50

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43D - ALMOND VILLAGE ESTATES

TOTAL ASSESSMENT:
$7,228.21

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-360-001-000	69.50	36	011-360-036-000	69.50
2	011-360-002-000	69.50	37	011-360-037-000	69.50
3	011-360-003-000	69.50	38	011-360-038-000	69.50
4	011-360-004-000	69.50	39	011-360-039-000	69.50
5	011-360-005-000	69.50	40	011-360-040-000	69.50
6	011-360-006-000	69.50	41	011-360-041-000	69.50
7	011-360-007-000	69.50	42	011-360-042-000	69.50
8	011-360-008-000	69.50	43	011-360-043-000	69.50
9	011-360-009-000	69.50	44	011-360-044-000	69.50
10	011-360-010-000	69.50	45	011-360-045-000	69.50
11	011-360-011-000	69.50	46	011-360-046-000	69.50
12	011-360-012-000	69.50	47	011-360-047-000	69.50
13	011-360-013-000	69.50	48	011-360-048-000	69.50
14	011-360-014-000	69.50	49	011-360-049-000	69.50
15	011-360-015-000	69.50	50	011-360-050-000	69.50
16	011-360-016-000	69.50	51	011-360-051-000	69.50
17	011-360-017-000	69.50	52	011-360-052-000	69.50
18	011-360-018-000	69.50	53	011-360-053-000	69.50
19	011-360-019-000	69.50	54	011-360-054-000	69.50
20	011-360-020-000	69.50	55	011-360-055-000	69.50
21	011-360-021-000	69.50	56	011-360-056-000	69.50
22	011-360-022-000	69.50	57	011-360-057-000	69.50
23	011-360-023-000	69.50	58	011-360-058-000	69.50
24	011-360-024-000	69.50	59	011-360-059-000	69.50
25	011-360-025-000	69.50	60	011-361-001-000	69.50
26	011-360-026-000	69.50	61	011-361-002-000	69.50
27	011-360-027-000	69.50	62	011-361-003-000	69.50
28	011-360-028-000	69.50	63	011-361-004-000	69.50
29	011-360-029-000	69.50	64	011-361-005-000	69.50
30	011-360-030-000	69.50	65	011-361-006-000	69.50
31	011-360-031-000	69.50	66	011-361-007-000	69.50
32	011-360-032-000	69.50	67	011-361-008-000	69.50
33	011-360-033-000	69.50	68	011-361-009-000	69.50
34	011-360-034-000	69.50	69	011-361-010-000	69.50
35	011-360-035-000	69.50	70	011-361-011-000	69.50

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	011-361-012-000	69.50			
72	011-361-013-000	69.50			
73	011-361-014-000	69.50			
74	011-361-015-000	69.50			
75	011-361-016-000	69.50			
76	011-361-017-000	69.50			
77	011-361-018-000	69.50			
78	011-361-019-000	69.50			
79	011-361-020-000	69.50			
80	011-361-021-000	69.50			
81	011-361-022-000	69.50			
82	011-361-023-000	69.50			
83	011-361-024-000	69.50			
84	011-361-025-000	69.50			
85	011-361-026-000	69.50			
86	011-361-027-000	69.50			
87	011-361-028-000	69.50			
88	011-361-029-000	69.50			
89	011-361-030-000	69.50			
90	011-361-031-000	69.50			
91	011-361-032-000	69.50			
92	011-361-033-000	69.50			
93	011-361-034-000	69.50			
94	011-361-035-000	69.50			
95	011-361-036-000	69.50			
96	011-361-037-000	69.50			
97	011-360-060-000	69.50			
98	011-360-061-000	69.50			
99	011-360-062-000	69.50			
100	011-360-063-000	69.50			
101	011-360-064-000	69.50			
102	011-360-065-000	69.50			
103	011-360-066-000	69.50			
104	011-360-067-000	69.50			
	Total	7228.21			

CITY OF MADERA

ZONE 43E

2020-2021

1.	BEGINNING FUND BALANCE			$	8,126.68
2.	LANDSCAPE MAINTENANCE COSTS	$	474.28		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	314.18		
	b. ENGINEERING ADMINISTRATION	$	189.39		
	c. LEGAL ADMINISTRATION	$	15.32		
	d. FINANCE ADMINISTRATION	$	41.10		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	53.35		
	g. EQUIPMENT	$	77.71		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	26.50		
	i. MADERA COUNTY PROCESSING FEES	$	13.40		
			TOTAL COSTS:	$	1,205.23
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				6,921.45
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43E - Taylor Estates Subdivision

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-301-001-000	$0.00			
2	011-301-002-000	$0.00			
3	011-301-003-000	$0.00			
4	011-301-004-000	$0.00			
5	011-301-005-000	$0.00			
6	011-301-006-000	$0.00			
7	011-301-007-000	$0.00			
8	011-301-008-000	$0.00			
9	011-301-009-000	$0.00			
10	011-301-010-000	$0.00			
11	011-301-011-000	$0.00			
12	011-301-012-000	$0.00			
13	011-301-013-000	$0.00			
14	011-301-014-000	$0.00			
15	011-301-015-000	$0.00			
16	011-301-016-000	$0.00			
17	011-301-017-000	$0.00			
18	011-301-018-000	$0.00			
19	011-301-019-000	$0.00			
20	011-301-020-000	$0.00			
	Total	$0.00			

CITY OF MADERA

ZONE 44

2020-2021

1.	BEGINNING FUND BALANCE			$	(1,935.16)
2.	LANDSCAPE MAINTENANCE COSTS	$	3,018.27		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	408.62		
	b. ENGINEERING ADMINISTRATION	$	143.74		
	c. LEGAL ADMINISTRATION	$	11.63		
	d. FINANCE ADMINISTRATION	$	31.20		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	131.85		
	g. EQUIPMENT	$	111.77		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	26.50		
	i. MADERA COUNTY PROCESSING FEES	$	8.71		
			TOTAL COSTS:	$	3,892.28
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,560.52)
5.	TOTAL ASSESSMENT			$	4,266.79
6.	AVERAGE ASSESSMENT PER PARCEL				328.22

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 44 - SIERRA VISTA ESTATES PHASE III

TOTAL ASSESSMENT:
$4,266.79

Assessment Number	Assessor's Parcel Number	Assessment
1	011-202-022-000	$328.21
2	011-202-023-000	$328.21
3	011-202-024-000	$328.21
4	011-202-025-000	$328.21
5	011-202-026-000	$328.21
6	011-202-027-000	$328.21
7	011-202-028-000	$328.21
8	011-202-029-000	$328.21
9	011-202-030-000	$328.21
10	011-202-016-000	$328.21
11	011-202-017-000	$328.21
12	011-202-018-000	$328.21
13	011-202-019-000	$328.21
	TOTAL	$4,266.79

CITY OF MADERA

ZONE 45A

2020-2021

1.	BEGINNING FUND BALANCE			$	8,515.53
2.	LANDSCAPE MAINTENANCE COSTS	$	4,532.92		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	746.04		
	b. ENGINEERING ADMINISTRATION	$	737.11		
	c. LEGAL ADMINISTRATION	$	59.62		
	d. FINANCE ADMINISTRATION	$	159.97		
	e. TREE TRIMMING	$	743.00		
	f. GAS & UTILITIES	$	412.31		
	g. EQUIPMENT	$	343.48		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	13.25		
	i. MADERA COUNTY PROCESSING FEES	$	69.68		
			TOTAL COSTS:	$	7,817.38
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				7,603.75
5.	TOTAL ASSESSMENT			$	6,905.60
6.	AVERAGE ASSESSMENT PER PARCEL				66.40

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 45A - SIENNA ESTATES I & II

TOTAL ASSESSMENT:
$6,905.60

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-131-001-000	$66.40	36	008-132-006-000	$66.40
2	008-131-002-000	$66.40	37	008-132-007-000	$66.40
3	008-131-003-000	$66.40	38	008-132-008-000	$66.40
4	008-131-004-000	$66.40	39	008-132-009-000	$66.40
5	008-131-005-000	$66.40	40	008-132-010-000	$66.40
6	008-131-006-000	$66.40	41	008-132-011-000	$66.40
7	008-131-007-000	$66.40	42	008-132-012-000	$66.40
8	008-131-008-000	$66.40	43	008-132-013-000	$66.40
9	008-131-009-000	$66.40	44	008-132-014-000	$66.40
10	008-131-010-000	$66.40	45	008-132-015-000	$66.40
11	008-131-011-000	$66.40	46	008-132-016-000	$66.40
12	008-131-012-000	$66.40	47	008-132-017-000	$66.40
13	008-131-013-000	$66.40	48	008-132-018-000	$66.40
14	008-131-014-000	$66.40	49	008-132-019-000	$66.40
15	008-131-015-000	$66.40	50	008-132-020-000	$66.40
16	008-131-016-000	$66.40	51	008-132-021-000	$66.40
17	008-131-017-000	$66.40	52	008-132-022-000	$66.40
18	008-131-018-000	$66.40	53	008-132-023-000	$66.40
19	008-131-019-000	$66.40	54	008-132-024-000	$66.40
20	008-131-020-000	$66.40	55	008-132-025-000	$66.40
21	008-131-021-000	$66.40	56	008-132-026-000	$66.40
22	008-131-022-000	$66.40	57	008-132-027-000	$66.40
23	008-131-023-000	$66.40	58	008-132-028-000	$66.40
24	008-131-024-000	$66.40	59	008-132-029-000	$66.40
25	008-131-025-000	$66.40	60	008-132-030-000	$66.40
26	008-131-026-000	$66.40	61	008-132-031-000	$66.40
27	008-131-027-000	$66.40	62	008-132-032-000	$66.40
28	008-131-028-000	$66.40	63	008-132-033-000	$66.40
29	008-131-029-000	$66.40	64	008-132-034-000	$66.40
30	008-131-030-000	$66.40	65	008-132-035-000	$66.40
31	008-132-001-000	$66.40	66	008-132-036-000	$66.40
32	008-132-002-000	$66.40	67	008-132-037-000	$66.40
33	008-132-003-000	$66.40	68	008-132-038-000	$66.40
34	008-132-004-000	$66.40	69	008-132-039-000	$66.40
35	008-132-005-000	$66.40	70	008-131-031-000	$66.40

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	008-131-032-000	$66.40			
72	008-131-033-000	$66.40			
73	008-131-034-000	$66.40			
74	008-131-035-000	$66.40			
75	008-131-036-000	$66.40			
76	008-131-037-000	$66.40			
77	008-131-038-000	$66.40			
78	008-131-039-000	$66.40			
79	008-131-040-000	$66.40			
80	008-131-041-000	$66.40			
81	008-131-042-000	$66.40			
82	008-131-043-000	$66.40			
83	008-131-044-000	$66.40			
84	008-131-045-000	$66.40			
85	008-131-046-000	$66.40			
86	008-131-047-000	$66.40			
87	008-131-048-000	$66.40			
88	008-131-049-000	$66.40			
89	008-131-050-000	$66.40			
90	008-131-051-000	$66.40			
91	008-131-052-000	$66.40			
92	008-131-053-000	$66.40			
93	008-131-054-000	$66.40			
94	008-131-055-000	$66.40			
95	008-131-056-000	$66.40			
96	008-131-057-000	$66.40			
97	008-132-040-000	$66.40			
98	008-132-041-000	$66.40			
99	008-132-042-000	$66.40			
100	008-132-043-000	$66.40			
101	008-132-044-000	$66.40			
102	008-132-045-000	$66.40			
103	008-132-046-000	$66.40			
104	008-132-047-000	$66.40			
	Total	$6,905.60			

CITY OF MADERA

ZONE 46

2020-2021

1.	BEGINNING FUND BALANCE			$	6,863.90
2.	LANDSCAPE MAINTENANCE COSTS	$	6,316.54		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	899.79		
	b. ENGINEERING ADMINISTRATION	$	724.07		
	c. LEGAL ADMINISTRATION	$	58.57		
	d. FINANCE ADMINISTRATION	$	157.14		
	e. TREE TRIMMING	$	795.00		
	f. GAS & UTILITIES	$	540.10		
	g. EQUIPMENT	$	244.78		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.67		
	i. MADERA COUNTY PROCESSING FEES	$	68.34		
			TOTAL COSTS:	$	9,822.00
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				6,272.63
5.	TOTAL ASSESSMENT			$	9,230.73
6.	AVERAGE ASSESSMENT PER PARCEL				90.50

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 46 - CAPISTRANO XVII

TOTAL ASSESSMENT:
$9,230.73

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-580-001-000	$90.50	36	009-580-037-000	$90.50
2	009-580-002-000	$90.50	37	009-580-038-000	$90.50
3	009-580-003-000	$90.50	38	009-580-039-000	$90.50
4	009-580-004-000	$90.50	39	009-580-040-000	$90.50
5	009-580-005-000	$90.50	40	009-580-041-000	$90.50
6	009-580-006-000	$90.50	41	009-580-042-000	$90.50
7	009-580-007-000	$90.50	42	009-580-043-000	$90.50
8	009-580-008-000	$90.50	43	009-580-044-000	$90.50
9	009-580-009-000	$90.50	44	009-580-045-000	$90.50
10	009-580-010-000	$90.50	45	009-580-046-000	$90.50
11	009-580-011-000	$90.50	46	009-580-047-000	$90.50
12	009-580-012-000	$90.50	47	009-580-048-000	$90.50
13	009-580-013-000	$90.50	48	009-580-049-000	$90.50
14	009-580-055-000	$90.50	49	009-580-050-000	$90.50
15	009-580-056-000	$90.50	50	009-580-051-000	$90.50
16	009-580-057-000	$90.50	51	009-580-052-000	$90.50
17	009-580-058-000	$90.50	52	009-581-060-000	$90.50
18	009-580-059-000	$90.50	53	009-581-002-000	$90.50
19	009-580-060-000	$90.50	54	009-581-003-000	$90.50
20	009-580-021-000	$90.50	55	009-581-004-000	$90.50
21	009-580-022-000	$90.50	56	009-581-005-000	$90.50
22	009-580-023-000	$90.50	57	009-581-006-000	$90.50
23	009-580-024-000	$90.50	58	009-581-007-000	$90.50
24	009-580-025-000	$90.50	59	009-581-008-000	$90.50
25	009-580-026-000	$90.50	60	009-581-009-000	$90.50
26	009-580-027-000	$90.50	61	009-581-010-000	$90.50
27	009-580-028-000	$90.50	62	009-581-011-000	$90.50
28	009-580-029-000	$90.50	63	009-581-012-000	$90.50
29	009-580-030-000	$90.50	64	009-581-013-000	$90.50
30	009-580-031-000	$90.50	65	009-581-014-000	$90.50
31	009-580-032-000	$90.50	66	009-581-015-000	$90.50
32	009-580-033-000	$90.50	67	009-581-016-000	$90.50
33	009-580-034-000	$90.50	68	009-581-017-000	$90.50
34	009-580-035-000	$90.50	69	009-581-018-000	$90.50
35	009-580-036-000	$90.50	70	009-581-019-000	$90.50

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-581-020-000	$90.50			
72	009-581-021-000	$90.50			
73	009-581-022-000	$90.50			
74	009-581-023-000	$90.50			
75	009-581-024-000	$90.50			
76	009-581-025-000	$90.50			
77	009-581-026-000	$90.50			
78	009-581-027-000	$90.50			
79	009-581-028-000	$90.50			
80	009-581-029-000	$90.50			
81	009-581-030-000	$90.50			
82	009-581-031-000	$90.50			
83	009-581-032-000	$90.50			
84	009-581-033-000	$90.50			
85	009-581-034-000	$90.50			
86	009-581-041-000	$90.50			
87	009-581-042-000	$90.50			
88	009-581-043-000	$90.50			
89	009-581-044-000	$90.50			
90	009-581-045-000	$90.50			
91	009-581-046-000	$90.50			
92	009-581-047-000	$90.50			
93	009-581-048-000	$90.50			
94	009-581-049-000	$90.50			
95	009-581-050-000	$90.50			
96	009-581-051-000	$90.50			
97	009-581-052-000	$90.50			
98	009-581-053-000	$90.50			
99	009-581-054-000	$90.50			
100	009-581-055-000	$90.50			
101	009-581-056-000	$90.50			
102	009-581-057-000	$90.50			
	Total	$9,230.73			

CITY OF MADERA

ZONE 50

2020-2021

1.	BEGINNING FUND BALANCE			$	(1,905.32)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,329.45		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	295.37		
	b. ENGINEERING ADMINISTRATION	$	221.99		
	c. LEGAL ADMINISTRATION	$	17.96		
	d. FINANCE ADMINISTRATION	$	48.18		
	e. TREE TRIMMING	$	90.00		
	f. GAS & UTILITIES	$	39.06		
	g. EQUIPMENT	$	29.77		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	13.25		
	i. MADERA COUNTY PROCESSING FEES	$	16.75		
			TOTAL COSTS:	$	2,101.76
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,334.88)
5.	TOTAL ASSESSMENT			$	2,672.21
6.	AVERAGE ASSESSMENT PER PARCEL				106.89

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 50 - SUGARPINE

TOTAL ASSESSMENT:
$2,672.21

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-142-042-000	$106.89			
2	008-142-043-000	$106.89			
3	008-142-044-000	$106.89			
4	008-142-045-000	$106.89			
5	008-142-046-000	$106.89			
6	008-142-047-000	$106.89			
7	008-142-048-000	$106.89			
8	008-142-049-000	$106.89			
9	008-142-050-000	$106.89			
10	008-142-051-000	$106.89			
11	008-142-052-000	$106.89			
12	008-142-053-000	$106.89			
13	008-142-054-000	$106.89			
14	008-142-055-000	$106.89			
15	008-142-056-000	$106.89			
16	008-142-057-000	$106.89			
17	008-142-058-000	$106.89			
18	008-142-059-000	$106.89			
19	008-142-060-000	$106.89			
20	008-142-061-000	$106.89			
21	008-142-062-000	$106.89			
22	008-142-063-000	$106.89			
23	008-142-064-000	$106.89			
24	008-142-065-000	$106.89			
25	008-142-066-000	$106.89			
	TOTAL:	$2,672.21			

CITY OF MADERA

ZONE 51

2020-2021

1.	BEGINNING FUND BALANCE			$	9,046.57
2.	LANDSCAPE MAINTENANCE COSTS	$	4,742.37		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	2,454.32		
	b. ENGINEERING ADMINISTRATION	$	1,402.21		
	c. LEGAL ADMINISTRATION	$	113.42		
	d. FINANCE ADMINISTRATION	$	304.31		
	e. TREE TRIMMING	$	270.00		
	f. GAS & UTILITIES	$	7.36		
	g. EQUIPMENT	$	378.00		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.67		
	i. MADERA COUNTY PROCESSING FEES	$	138.02		
			TOTAL COSTS:	$	9,827.68
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				8,458.03
5.	TOTAL ASSESSMENT			$	9,239.14
6.	AVERAGE ASSESSMENT PER PARCEL				44.85

ASSESSMENT ROLL
2020-2021 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

$8,663.14

ZONE 51 - RED ROCK RETAIL CENTER, ET AL

TOTAL ASSESSMENT:
$9,239.14

19/20 Current AssessmentNumber	Current Assessor's Parcel Numbers		Current Assessments	Future Assessment Number	Future Assessor's Parcel Numbers	Future Assessments (based on current Report)		Original Covenant Assessment	Previous Year Assessment (Referance Only) + 5%	Previous Year 18/19 Assessment
1	003-260-051-000		$42.88	1	003-260-051-000	$45.98		$ 189.02	$ 54.85	$ 52.24
2	003-260-052-000		$39.92	2	003-260-052-000	$42.80		$ 176.01	$ 51.07	$ 48.64
3	009-331-004-000		$208.12	3	009-331-004-000	$223.14		$ 250.42	$ 266.22	$ 253.54
4	009-331-005-000		$201.50	4	009-331-005-000	$216.06		$ 242.46	$ 257.75	$ 245.48
5	009-331-006-000		$210.16	5	009-331-006-000	$225.34		$ 252.88	$ 268.84	$ 256.04
	009-331-007-000	*	$214.48		009-331-007-000	$229.98		$ 258.09	$ 274.37	$ 261.30
6	009-331-008-000		$0.00	6	009-331-008-000	$0.00			$ -	$ -
	009-331-009-000		$0.00		009-331-009-000	$0.00			$ -	$ -
7	009-331-012-000		$247.70	7	009-331-012-000	$265.58		$ 298.05	$ 316.85	$ 301.76
8	009-331-013-000		$241.32	8	009-331-013-000	$258.74		$ 290.37	$ 308.70	$ 294.00
9	009-331-014-000		$321.52	9	009-331-014-000	$344.74		$ 386.88	$ 410.97	$ 391.40
10	009-331-015-000		$331.72	10	009-331-015-000	$355.66		$ 399.14	$ 424.33	$ 404.12
11	009-331-016-000		$401.00	11	009-331-016-000	$429.96		$ 482.52	$ 512.97	$ 488.54
12	009-331-023-000		$454.90	12	009-331-023-000	$487.74		$ 547.37	$ 581.91	$ 554.20
13	009-331-024-000	*	$1,137.92	13	009-331-024-000	$1,220.08	*	$ 1,369.23	$ 1,455.62	$ 1,386.30
14	009-331-002-000	*	$125.20	14	009-331-002-000	$134.24	*	$ 150.65	$ 160.15	$ 152.52
15	009-331-003-000	*	$121.20	15	009-331-003-000	$129.96	*	$ 145.84	$ 155.04	$ 147.66
16	009-331-011-000	*	$182.92	16	009-331-011-000	$196.14	*	$ 220.12	$ 234.00	$ 222.86
17	009-331-010-000	*	$178.76	17	009-331-010-000	$191.66	*	$ 215.09	$ 228.65	$ 217.76
18	009-331-018-000	*	$191.70	18	009-331-018-000	$205.54	*	$ 230.66	$ 245.13	$ 233.46
19	009-331-019-000		$191.64	19	009-331-019-000	$205.48		$ 230.59	$ 186.73	$ 177.84
20	003-250-025-000		$145.98	20	003-250-025-000	$156.52		$ 195.19	$ 349.88	$ 333.22
21	003-210-018-000		$273.52	21	003-210-018-000	$293.28		$ 365.72	$ 9.77	$ 9.30
22	009-610-001-000		$7.64	22	009-610-001-000	$8.18		$ 10.27	$ 9.77	$ 9.30
23	009-610-002-000		$7.64	23	009-610-002-000	$8.18		$ 10.27	$ 9.77	$ 9.30
24	009-610-003-000		$7.64	24	009-610-003-000	$8.18		$ 10.27	$ 9.77	$ 9.30
25	009-610-004-000		$7.64	25	009-610-004-000	$8.18		$ 10.27	$ 9.77	$ 9.30
26	009-610-005-000		$7.64	26	009-610-005-000	$8.18		$ 10.27	$ 9.77	$ 9.30
27	009-610-006-000		$7.64	27	009-610-006-000	$8.18		$ 10.27	$ 9.77	$ 9.30
28	009-610-007-000		$7.64	28	009-610-007-000	$8.18		$ 10.27	$ 9.77	$ 9.30
29	009-610-008-000		$7.64	29	009-610-008-000	$8.18		$ 10.27	$ 9.77	$ 9.30
30	009-610-009-000		$7.64	30	009-610-009-000	$8.18		$ 10.27	$ 9.77	$ 9.30
31	009-610-010-000		$7.64	31	009-610-010-000	$8.18		$ 10.27	$ 9.77	$ 9.30
32	009-610-011-000		$7.64	32	009-610-011-000	$8.18		$ 10.27	$ 9.77	$ 9.30
33	009-610-012-000		$7.64	33	009-610-012-000	$8.18		$ 10.27	$ 9.77	$ 9.30
34	009-610-013-000		$7.64	34	009-610-013-000	$8.18		$ 10.27	$ 9.77	$ 9.30
35	009-610-014-000		$7.64	35	009-610-014-000	$8.18		$ 10.27	$ 9.77	$ 9.30
36	009-610-015-000		$7.64	36	009-610-015-000	$8.18		$ 10.27	$ 9.77	$ 9.30
37	009-610-016-000		$7.64	37	009-610-016-000	$8.18		$ 10.27	$ 9.77	$ 9.30
38	009-610-017-000		$7.64	38	009-610-017-000	$8.18		$ 10.27	$ 9.77	$ 9.30
39	009-610-018-000		$7.64	39	009-610-018-000	$8.18		$ 10.27	$ 9.77	$ 9.30
40	009-610-019-000		$7.64	40	009-610-019-000	$8.18		$ 10.27	$ 9.77	$ 9.30
41	009-610-020-000		$7.64	41	009-610-020-000	$8.18		$ 10.27	$ 9.77	$ 9.30
42	009-610-021-000		$7.64	42	009-610-021-000	$8.18		$ 10.27	$ 9.77	$ 9.30
43	009-610-022-000		$7.64	43	009-610-022-000	$8.18		$ 10.27	$ 9.77	$ 9.30
44	009-610-023-000		$7.64	44	009-610-023-000	$8.18		$ 10.27	$ 9.77	$ 9.30
45	009-610-024-000		$7.64	45	009-610-024-000	$8.18		$ 10.27	$ 9.77	$ 9.30
46	009-610-025-000		$7.64	46	009-610-025-000	$8.18		$ 10.27	$ 9.77	$ 9.30
47	009-610-026-000		$7.64	47	009-610-026-000	$8.18		$ 10.27	$ 9.77	$ 9.30
48	009-610-027-000		$7.64	48	009-610-027-000	$8.18		$ 10.27	$ 9.77	$ 9.30
49	009-610-028-000		$7.64	49	009-610-028-000	$8.18		$ 10.27	$ 9.77	$ 9.30
50	009-610-029-000		$7.64	50	009-610-029-000	$8.18		$ 10.27	$ 9.77	$ 9.30
51	009-610-030-000		$7.64	51	009-610-030-000	$8.18		$ 10.27	$ 9.77	$ 9.30
52	009-610-031-000		$7.64	52	009-610-031-000	$8.18		$ 10.27	$ 9.77	$ 9.30
53	009-610-032-000		$7.64	53	009-610-032-000	$8.18		$ 10.27	$ 9.77	$ 9.30
54	009-610-033-000		$7.64	54	009-610-033-000	$8.18		$ 10.27	$ 9.77	$ 9.30
55	009-610-034-000		$7.64	55	009-610-034-000	$8.18		$ 10.27	$ 9.77	$ 9.30
56	009-610-035-000		$7.64	56	009-610-035-000	$8.18		$ 10.27	$ 9.77	$ 9.30
57	009-610-036-000		$7.64	57	009-610-036-000	$8.18		$ 10.27	$ 9.77	$ 9.30
58	009-610-037-000		$7.64	58	009-610-037-000	$8.18		$ 10.27	$ 9.77	$ 9.30
59	009-610-038-000		$7.64	59	009-610-038-000	$8.18		$ 10.27	$ 9.77	$ 9.30
60	009-610-039-000		$7.64	60	009-610-039-000	$8.18		$ 10.27	$ 9.77	$ 9.30
61	009-610-040-000		$7.64	61	009-610-040-000	$8.18		$ 10.27	$ 9.77	$ 9.30

19/20 Current AssessmentNumber	Current Assessor's Parcel Numbers		Current Assessments	Future Assessment Number	Future Assessor's Parcel Numbers	Future Assessments (based on current Report)	Original Covenant Assessment	Previous Year Assessment (Referance Only) + 5%	Previous Year 18/19 Assessment
62	009-610-041-000		$7.64	62	009-610-041-000	$8.18	$ 10.27	$ 9.77	$ 9.30
63	009-610-042-000		$7.64	63	009-610-042-000	$8.18	$ 10.27	$ 9.77	$ 9.30
64	009-610-043-000		$7.64	64	009-610-043-000	$8.18	$ 10.27	$ 9.77	$ 9.30
65	009-610-044-000		$7.64	65	009-610-044-000	$8.18	$ 10.27	$ 9.77	$ 9.30
66	009-610-045-000		$7.64	66	009-610-045-000	$8.18	$ 10.27	$ 9.77	$ 9.30
67	009-610-046-000		$7.64	67	009-610-046-000	$8.18	$ 10.27	$ 9.77	$ 9.30
68	009-610-047-000		$7.64	68	009-610-047-000	$8.18	$ 10.27	$ 9.77	$ 9.30
69	009-611-001-000		$7.64	69	009-611-001-000	$8.18	$ 10.27	$ 9.77	$ 9.30
70	009-611-002-000		$7.64	70	009-611-002-000	$8.18	$ 10.27	$ 9.77	$ 9.30
71	009-611-003-000		$7.64	71	009-611-003-000	$8.18	$ 10.27	$ 9.77	$ 9.30
72	009-611-004-000		$7.64	72	009-611-004-000	$8.18	$ 10.27	$ 9.77	$ 9.30
73	009-611-005-000		$7.64	73	009-611-005-000	$8.18	$ 10.27	$ 9.77	$ 9.30
74	009-611-006-000		$7.64	74	009-611-006-000	$8.18	$ 10.27	$ 9.77	$ 9.30
75	009-611-007-000		$7.64	75	009-611-007-000	$8.18	$ 10.27	$ 9.77	$ 9.30
76	009-611-008-000		$7.64	76	009-611-008-000	$8.18	$ 10.27	$ 9.77	$ 9.30
77	009-611-009-000		$7.64	77	009-611-009-000	$8.18	$ 10.27	$ 9.77	$ 9.30
78	009-611-010-000		$7.64	78	009-611-010-000	$8.18	$ 10.27	$ 9.77	$ 9.30
79	009-611-011-000		$7.64	79	009-611-011-000	$8.18	$ 10.27	$ 9.77	$ 9.30
80	009-611-012-000		$7.64	80	009-611-012-000	$8.18	$ 10.27	$ 9.77	$ 9.30
81	009-611-013-000		$7.64	81	009-611-013-000	$8.18	$ 10.27	$ 9.77	$ 9.30
82	009-611-014-000		$7.64	82	009-611-014-000	$8.18	$ 10.27	$ 9.77	$ 9.30
83	009-611-015-000		$7.64	83	009-611-015-000	$8.18	$ 10.27	$ 9.77	$ 9.30
84	009-611-016-000		$7.64	84	009-611-016-000	$8.18	$ 10.27	$ 9.77	$ 9.30
85	009-610-048-000		$7.64	85	009-610-048-000	$8.18	$ 10.27	$ 9.77	$ 9.30
86	009-610-049-000		$7.64	86	009-610-049-000	$8.18	$ 10.27	$ 9.77	$ 9.30
87	009-610-050-000		$7.64	87	009-610-050-000	$8.18	$ 10.27	$ 9.77	$ 9.30
88	009-610-051-000		$7.64	88	009-610-051-000	$8.18	$ 10.27	$ 9.77	$ 9.30
89	009-610-052-000		$7.64	89	009-610-052-000	$8.18	$ 10.27	$ 9.77	$ 9.30
90	009-610-053-000		$7.64	90	009-610-053-000	$8.18	$ 10.27	$ 9.77	$ 9.30
91	009-610-054-000		$7.64	91	009-610-054-000	$8.18	$ 10.27	$ 9.77	$ 9.30
92	009-610-055-000		$7.64	92	009-610-055-000	$8.18	$ 10.27	$ 9.77	$ 9.30
93	009-610-056-000		$7.64	93	009-610-056-000	$8.18	$ 10.27	$ 9.77	$ 9.30
94	009-610-057-000		$7.64	94	009-610-057-000	$8.18	$ 10.27	$ 9.77	$ 9.30
95	009-610-058-000		$7.64	95	009-610-058-000	$8.18	$ 10.27	$ 9.77	$ 9.30
96	009-610-059-000		$7.64	96	009-610-059-000	$8.18	$ 10.27	$ 9.77	$ 9.30
97	009-610-060-000		$7.64	97	009-610-060-000	$8.18	$ 10.27	$ 9.77	$ 9.30
98	009-610-061-000		$7.64	98	009-610-061-000	$8.18	$ 10.27	$ 9.77	$ 9.30
99	009-610-062-000		$7.64	99	009-610-062-000	$8.18	$ 10.27	$ 9.77	$ 9.30
100	009-610-063-000		$7.64	100	009-610-063-000	$8.18	$ 10.27	$ 9.77	$ 9.30
101	009-610-064-000		$7.64	101	009-610-064-000	$8.18	$ 10.27	$ 9.77	$ 9.30
102	009-610-065-000		$7.64	102	009-610-065-000	$8.18	$ 10.27	$ 9.77	$ 9.30
103	009-610-066-000		$7.64	103	009-610-066-000	$8.18	$ 10.27	$ 9.77	$ 9.30
104	009-610-067-000		$7.64	104	009-610-067-000	$8.18	$ 10.27	$ 9.77	$ 9.30
105	009-610-068-000		$7.64	105	009-610-068-000	$8.18	$ 10.27	$ 9.77	$ 9.30
106	009-610-069-000		$7.64	106	009-610-069-000	$8.18	$ 10.27	$ 9.77	$ 9.30
107	009-610-070-000		$7.64	107	009-610-070-000	$8.18	$ 10.27	$ 9.77	$ 9.30
108	009-610-071-000		$7.64	108	009-610-071-000	$8.18	$ 10.27	$ 9.77	$ 9.30
109	009-610-072-000		$7.64	109	009-610-072-000	$8.18	$ 10.27	$ 9.77	$ 9.30
110	009-610-073-000		$7.64	110	009-610-073-000	$8.18	$ 10.27	$ 9.77	$ 9.30
111	009-610-074-000		$7.64	111	009-610-074-000	$8.18	$ 10.27	$ 9.77	$ 9.30
112	009-610-075-000		$7.64	112	009-610-075-000	$8.18	$ 10.27	$ 9.77	$ 9.30
113	009-610-076-000		$7.64	113	009-610-076-000	$8.18	$ 10.27	$ 9.77	$ 9.30
114	009-610-077-000		$7.64	114	009-610-077-000	$8.18	$ 10.27	$ 9.77	$ 9.30
115	009-610-078-000		$7.64	115	009-610-078-000	$8.18	$ 10.27	$ 9.77	$ 9.30
116	009-610-079-000		$7.64	116	009-610-079-000	$8.18	$ 10.27	$ 9.77	$ 9.30
117	009-610-080-000		$7.64	117	009-610-080-000	$8.18	$ 10.27	$ 9.77	$ 9.30
118	009-610-081-000		$7.64	118	009-610-081-000	$8.18	$ 10.27	$ 9.77	$ 9.30
119	009-610-082-000		$7.64	119	009-610-082-000	$8.18	$ 10.27	$ 9.77	$ 9.30
120	009-610-083-000		$7.64	120	009-610-083-000	$8.18	$ 10.27	$ 9.77	$ 9.30
121	009-610-084-000		$7.64	121	009-610-084-000	$8.18	$ 10.27	$ 9.77	$ 9.30
122	009-610-085-000		$7.64	122	009-610-085-000	$8.18	$ 10.27	$ 9.77	$ 9.30
123	009-610-086-000		$7.64	123	009-610-086-000	$8.18	$ 10.27	$ 9.77	$ 9.30
124	009-610-087-000		$7.64	124	009-610-087-000	$8.18	$ 10.27	$ 9.77	$ 9.30
125	007-033-001-000	*	$8.74	125	007-033-001-000	$9.36	$ 15.00	$ 11.17	$ 10.64
126	007-033-002-000	*	$8.74	126	007-033-002-000	$9.36	$ 15.00	$ 11.17	$ 10.64
127	007-033-003-000	*	$8.74	127	007-033-003-000	$9.36	$ 15.00	$ 11.17	$ 10.64
128	007-033-004-000	*	$8.74	128	007-033-004-000	$9.36	$ 15.00	$ 11.17	$ 10.64
129	007-033-005-000	*	$8.74	129	007-033-005-000	$9.36	$ 15.00	$ 11.17	$ 10.64
130	007-033-006-000	*	$8.74	130	007-033-006-000	$9.36	$ 15.00	$ 11.17	$ 10.64
131	007-033-007-000	*	$8.74	131	007-033-007-000	$9.36	$ 15.00	$ 11.17	$ 10.64
132	007-033-008-000	*	$8.74	132	007-033-008-000	$9.36	$ 15.00	$ 11.17	$ 10.64
133	007-033-009-000	*	$8.74	133	007-033-009-000	$9.36	$ 15.00	$ 11.17	$ 10.64
134	007-033-010-000	*	$8.74	134	007-033-010-000	$9.36	$ 15.00	$ 11.17	$ 10.64
135	007-033-011-000	*	$8.74	135	007-033-011-000	$9.36	$ 15.00	$ 11.17	$ 10.64
136	007-033-012-000	*	$8.74	136	007-033-012-000	$9.36	$ 15.00	$ 11.17	$ 10.64
137	013-240-004-000	*	$97.50	137	013-240-004-000	$104.54	$ 121.18	$ 124.72	$ 118.78

19/20 Current AssessmentNumber	Current Assessor's Parcel Numbers		Current Assessments	Future Assessment Number	Future Assessor's Parcel Numbers	Future Assessments (based on current Report)	Original Covenant Assessment	Previous Year Assessment (Referance Only) + 5%	Previous Year 18/19 Assessment
138	013-240-005-000	*	$126.48	138	013-240-005-000	$135.62	$ 157.21	$ 161.81	$ 154.10
139	013-240-006-000	*	$674.04	139	013-240-006-000	$722.72	$ 837.78	$ 862.24	$ 821.18
140	013-240-007-000	*	$384.20	140	013-240-007-000	$411.94	$ 477.52	$ 491.46	$ 468.06
141	007-123-003-000	*	$7.26	141	007-123-003-000	$7.78	$ 9.02	$ 9.28	$ 8.84
142	007-123-004-000	*	$6.04	142	007-123-004-000	$6.48	$ 7.52	$ 7.73	$ 7.36
143	007-123-005-000	*	$6.04	143	007-123-005-000	$6.48	$ 7.52	$ 7.73	$ 7.36
144	007-123-006-000	*	$6.04	144	007-123-006-000	$6.48	$ 7.52	$ 7.73	$ 7.36
145	012-013-018-000	*	$16.34	145	012-013-018-000	$17.52	$ 25.00	$ 20.90	$ 19.90
146	011-241-005-000	*	$174.96	146	011-241-005-000	$187.60	$ 217.47	$ 223.82	$ 213.16
147	011-241-006-000	*	$184.98	147	011-241-006-000	$198.34	$ 229.92	$ 236.63	$ 225.36
148	011-241-007-000	*	$167.58	148	011-241-007-000	$179.70	$ 208.30	$ 214.39	$ 204.18
149	011-241-008-000	*	$196.04	149	011-241-008-000	$210.20	$ 243.67	$ 250.78	$ 238.84
150	010-202-015-000	*	$24.76	150	010-202-018-000	$26.56		$ 31.69	$ 30.18
151	012-390-032-000	*	$48.18	151	012-390-032-000	$51.66		$ 119.22	$ 113.54
152	012-390-033-000		$45.00	152	012-390-033-000	$48.26		$ 49.90	$ 47.52
153	012-320-007-000		$39.00	153	012-320-007-000	$41.82		$ 52.68	
154			$56.38	154		$60.46	$ 70.09	$ -	
154	008-180-001-000		$289.86	155	008-180-001-000	$10.54		$ -	
155	008-180-002-000		$289.86	156	008-180-002-000	$10.54		$ -	
156	008-180-003-000		$342.56	157	008-180-003-000	$10.54		$ -	
157	008-180-004-000		$395.26	158	008-180-004-000	$10.54		$ -	
			$0.00	159		$10.54		$ -	
			$0.00	160		$10.54		$ -	
			$0.00	161		$10.54		$ -	
			$0.00	162		$10.54		$ -	
			$0.00	163		$10.54		$ -	
			$0.00	164		$10.54		$ -	
			$0.00	165		$10.54		$ -	
			$0.00	166		$10.54		$ -	
			$0.00	167		$10.54		$ -	
			$0.00	168		$10.54		$ -	
			$0.00	169		$10.54		$ -	
			$0.00	170		$10.54		$ -	
			$0.00	171		$10.54		$ -	
			$0.00	172		$10.54		$ -	
			$0.00	173		$10.54		$ -	
			$0.00	174		$10.54		$ -	
			$0.00	175		$10.54		$ -	
			$0.00	176		$10.54		$ -	
			$0.00	177		$10.54		$ -	
			$0.00	178		$10.54		$ -	
			$0.00	179		$10.54		$ -	
			$0.00	180		$10.54		$ -	
			$0.00	181		$10.54		$ -	
			$0.00	182		$10.54		$ -	
			$0.00	183		$10.54		$ -	
			$0.00	184		$10.54		$ -	
			$0.00	185		$10.54		$ -	
			$0.00	186		$10.54		$ -	
			$0.00	187		$10.54		$ -	
			$0.00	188		$10.54		$ -	
			$0.00	189		$10.54		$ -	
			$0.00	190		$10.54		$ -	
			$0.00	191		$10.54		$ -	
			$0.00	192		$10.54		$ -	
			$0.00	193		$10.54		$ -	
			$0.00	194		$10.54		$ -	
			$0.00	195		$10.54		$ -	
			$0.00	196		$10.54		$ -	
			$0.00	197		$10.54		$ -	
			$0.00	198		$10.54		$ -	
			$0.00	199		$10.54		$ -	
			$0.00	200		$10.54		$ -	
			$0.00	201		$10.54		$ -	
			$0.00	202		$10.54		$ -	
			$0.00	203		$10.54		$ -	
			$0.00	204		$10.54		$ -	
			$0.00	205		$10.54		$ -	
			$0.00	206		$10.54		$ -	
			$0.00	207		$10.54		$ -	
			$0.00	208		$10.54		$ -	
			$0.00	209		$10.54		$ -	
			$0.00	210		$10.54		$ -	
			$0.00	211		$10.54		$ -	
			$0.00	212		$10.54		$ -	
			$0.00	213		$10.54		$ -	

19/20 Current AssessmentNumber	Current Assessor's Parcel Numbers	Current Assessments	Future Assessment Number	Future Assessor's Parcel Numbers	Future Assessments (based on current Report)	Original Covenant Assessment	Previous Year Assessment (Referance Only) + 5%	Previous Year 18/19 Assessment
		$0.00	214		$10.54		$ -	
		$0.00	215		$10.54		$ -	
		$0.00	216		$10.54		$ -	
		$0.00	217		$10.54		$ -	
		$0.00	218		$10.54		$ -	
		$0.00	219		$10.54		$ -	
		$0.00	220		$10.54		$ -	
		$0.00	221		$10.54		$ -	
		$0.00	222		$10.54		$ -	
		$0.00	223		$10.54		$ -	
		$0.00	224		$10.54		$ -	
		$0.00	225		$10.54		$ -	
		$0.00	226		$10.54		$ -	
		$0.00	227		$10.54		$ -	
		$0.00	228		$10.54		$ -	
		$0.00	229		$10.54		$ -	
		$0.00	230		$10.54		$ -	
		$0.00	231		$10.54		$ -	
		$0.00	232		$10.54		$ -	
		$0.00	233		$10.54		$ -	
		$0.00	234		$10.54		$ -	
		$0.00	235		$10.54		$ -	
		$0.00	236		$10.54		$ -	
		$0.00	237		$10.54		$ -	
		$0.00	238		$10.54		$ -	
		$0.00	239		$10.54		$ -	
		$0.00	240		$10.54		$ -	
		$0.00	241		$10.54		$ -	
		$0.00	242		$10.54		$ -	
		$0.00	243		$10.54		$ -	
		$0.00	244		$10.54		$ -	
		$0.00	245		$10.54		$ -	
		$0.00	246		$10.54		$ -	
		$0.00	247		$10.54		$ -	
		$0.00	248		$10.54		$ -	
		$0.00	249		$10.54		$ -	
		$0.00	250		$10.54		$ -	
		$0.00	251		$10.54		$ -	
		$0.00	252		$10.54		$ -	
		$0.00	253		$10.54		$ -	
		$0.00	254		$10.54		$ -	
		$0.00	255		$10.54		$ -	
		$0.00	256		$10.54		$ -	
		$0.00	257		$10.54		$ -	
		$0.00	258		$10.54		$ -	
		$0.00	259		$10.54		$ -	
		$0.00	260		$10.54		$ -	
		$0.00	261		$10.54		$ -	
		$0.00	262		$10.54		$ -	
		$0.00	263		$10.54		$ -	
		$0.00	264		$10.54		$ -	
		$0.00	265		$10.54		$ -	
		$0.00	266		$10.54		$ -	
		$0.00	267		$10.54		$ -	
		$0.00	268		$10.54		$ -	
		$0.00	269		$10.54		$ -	
		$0.00	270		$10.54		$ -	
		$0.00	271		$10.54		$ -	
		$0.00	272		$10.54		$ -	
		$0.00	273		$10.54		$ -	
		$0.00	274		$10.54		$ -	
		$0.00	275		$10.54		$ -	
		$0.00	276		$10.54		$ -	
		$0.00	277		$10.54		$ -	
		$0.00	278		$10.54		$ -	
		$0.00	279		$10.54		$ -	
		$0.00	280		$10.54		$ -	
		$0.00	281		$10.54		$ -	
		$0.00	282		$10.54		$ -	
		$0.00	283		$10.54		$ -	
		$0.00	284		$10.54		$ -	
		$0.00	285		$10.54		$ -	
		$0.00	286		$10.54		$ -	
		$0.00	287		$10.54		$ -	
		$0.00	286		$10.54		$ -	
158	004-170-007-000	$46.90	286	004-170-007-000	$10.02	$ 11.61	$ -	
159	004-170-008-000	$130.70	287	004-170-008-000	$10.02	$ 11.61	$ -	

19/20 Current AssessmentNumber	Current Assessor's Parcel Numbers	Current Assessments	Future Assessment Number	Future Assessor's Parcel Numbers	Future Assessments (based on current Report)	Original Covenant Assessment	Previous Year Assessment (Referance Only) + 5%	Previous Year 18/19 Assessment
		$0.00	288		$10.02	$ 11.61	$ -	
		$0.00	289		$10.02	$ 11.61	$ -	
		$0.00	290		$10.02	$ 11.61	$ -	
		$0.00	291		$10.02	$ 11.61	$ -	
		$0.00	292		$10.02	$ 11.61	$ -	
		$0.00	293		$10.02	$ 11.61	$ -	
		$0.00	294		$10.02	$ 11.61	$ -	
		$0.00	295		$10.02	$ 11.61	$ -	
		$0.00	296		$10.02	$ 11.61	$ -	
		$0.00	297		$10.02	$ 11.61	$ -	
		$0.00	298		$10.02	$ 11.61	$ -	
		$0.00	299		$10.02	$ 11.61	$ -	
		$0.00	300		$10.02	$ 11.61	$ -	
		$0.00	301		$10.02	$ 11.61	$ -	
		$0.00	302		$10.02	$ 11.61	$ -	
		$0.00	303		$10.02	$ 11.61	$ -	
		$0.00	304		$10.02	$ 11.61	$ -	
154	012-390-021-000	$56.76	156	012-390-021-000	$60.86		$ 72.14	$ 68.70
155	007-082-013-000	$288.00	157	007-082-013-000	$20.44		$ 57.37	
156	007-112-018-000	$288.00	158	007-112-018-000	$29.18		$ 57.37	
							$ 10,953.53	
TOTAL ASSESSMENT		$9,193.06		$576.00				
*DIRECT BILL		$4,416.50						
TOTAL TO ASSESSOR		$4,776.56						

Exhibit 'D'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: **1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51**

2020-2021 ASSESSMENT

ASSESSMENT DIAGRAM / MAPS

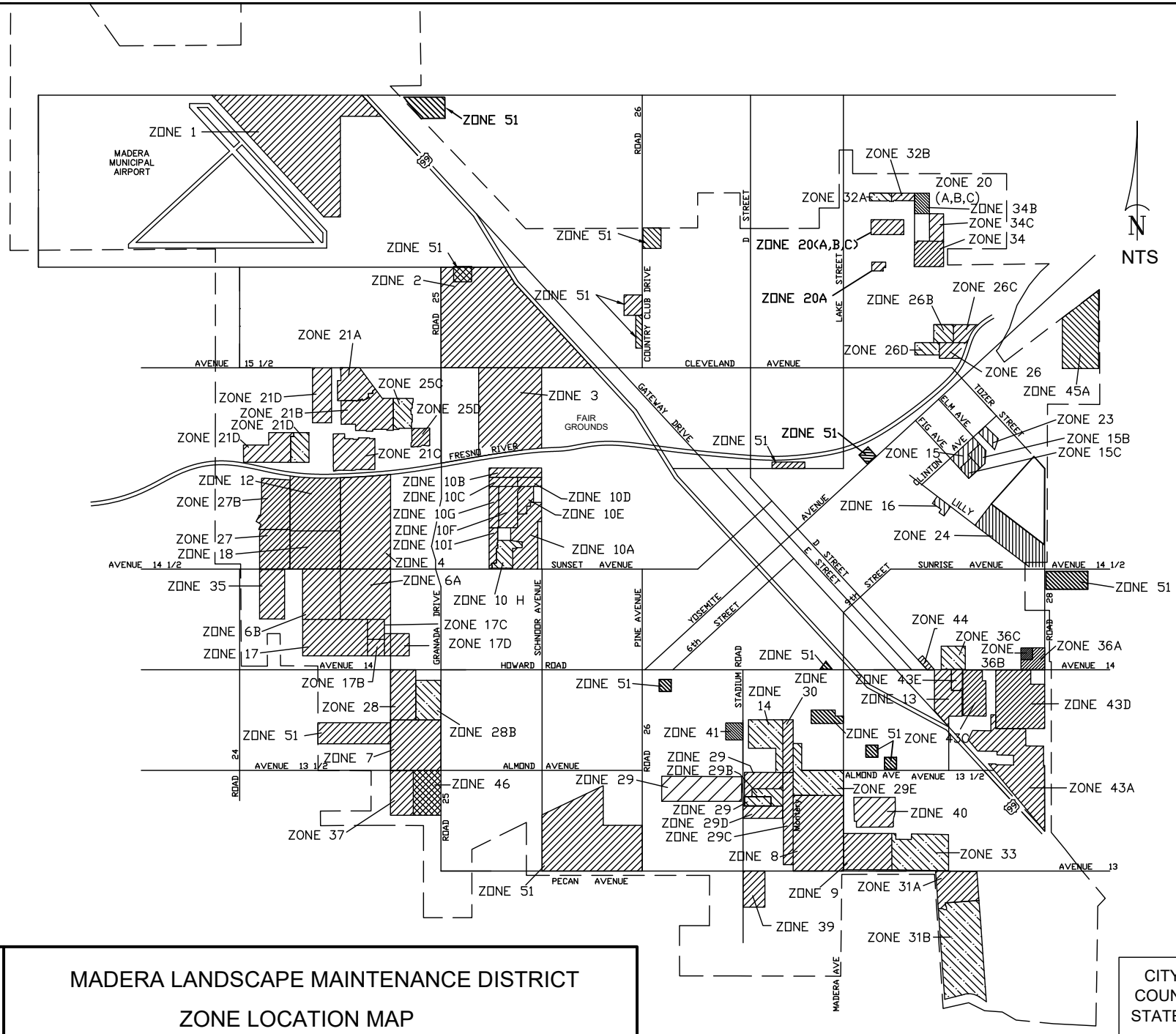
Exhibit 'D'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: **1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51**

2020-2021 ASSESSMENT

ASSESSMENT DIAGRAM / MAPS

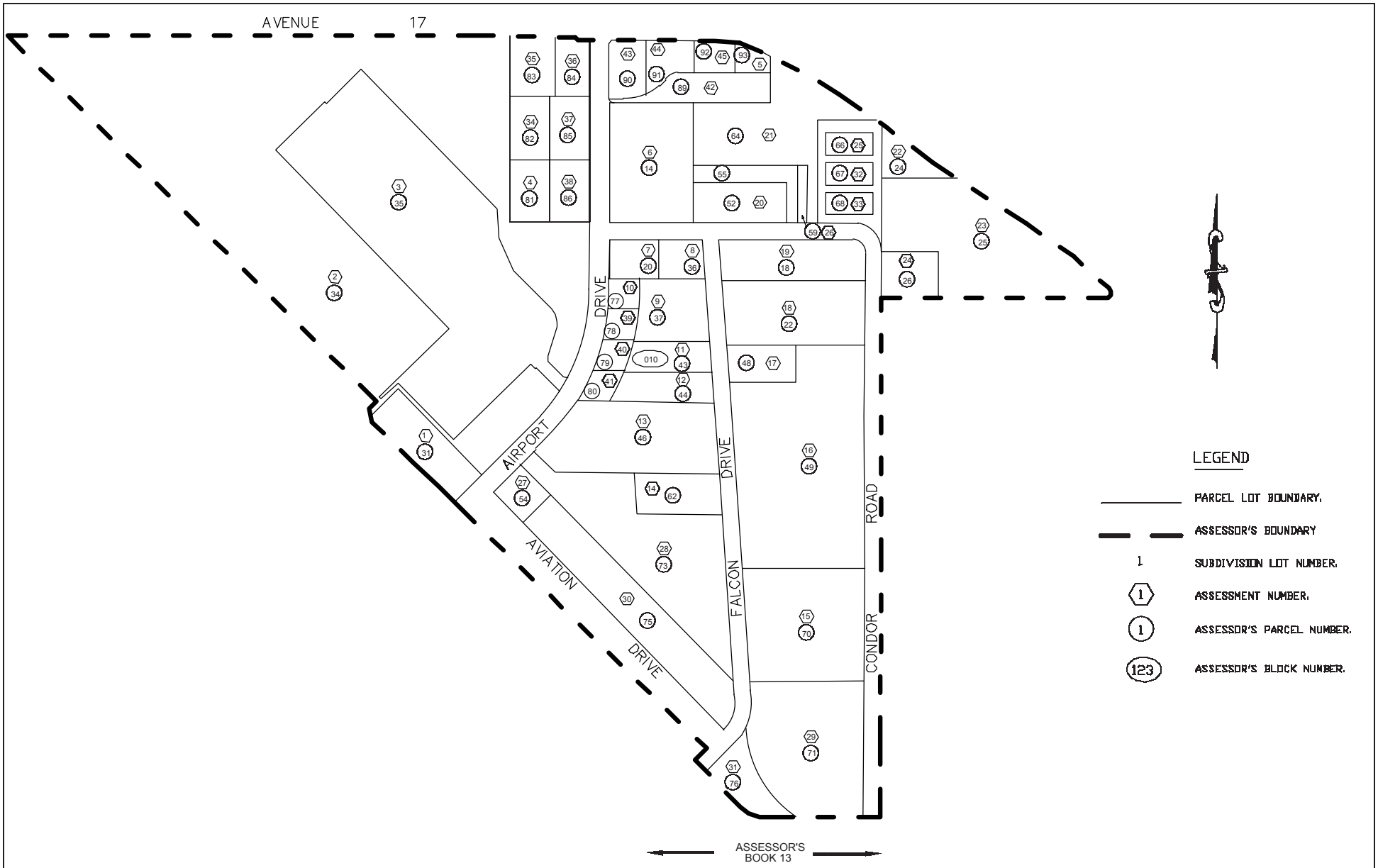


MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONE LOCATION MAP

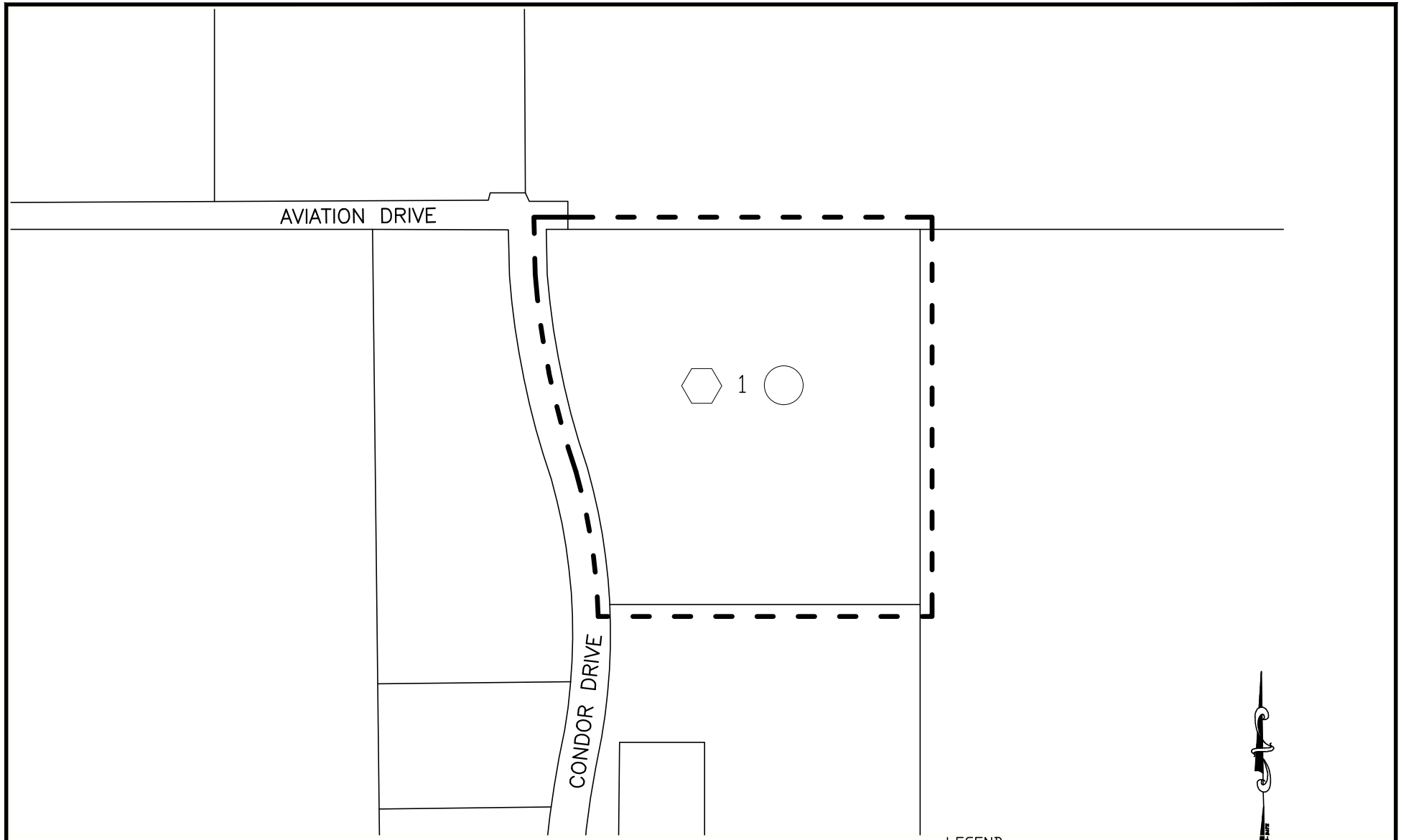
CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. JUNE 2020



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 1
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

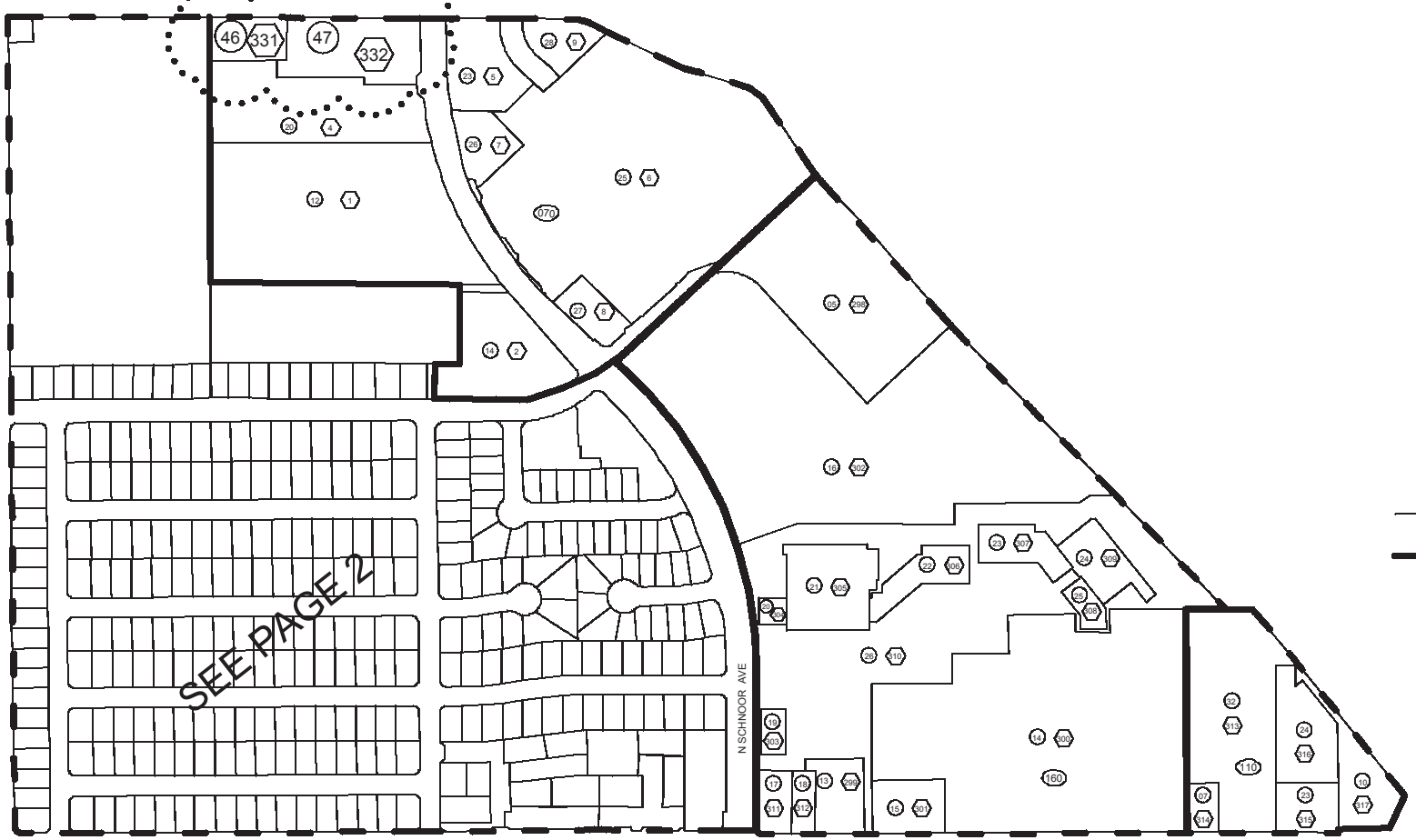
CITY OF MADERA
AIRPORT BUSINESS PARK
REV. JULY 2012



ASSESSMENT DIAGRAM
INCLUSION OF FULL THROTTLE SUSPENSION
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 1
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
FULL THROTTLE SUSPENSION
REV. MARCH 2020

REVISED APRIL 2015



LEGEND

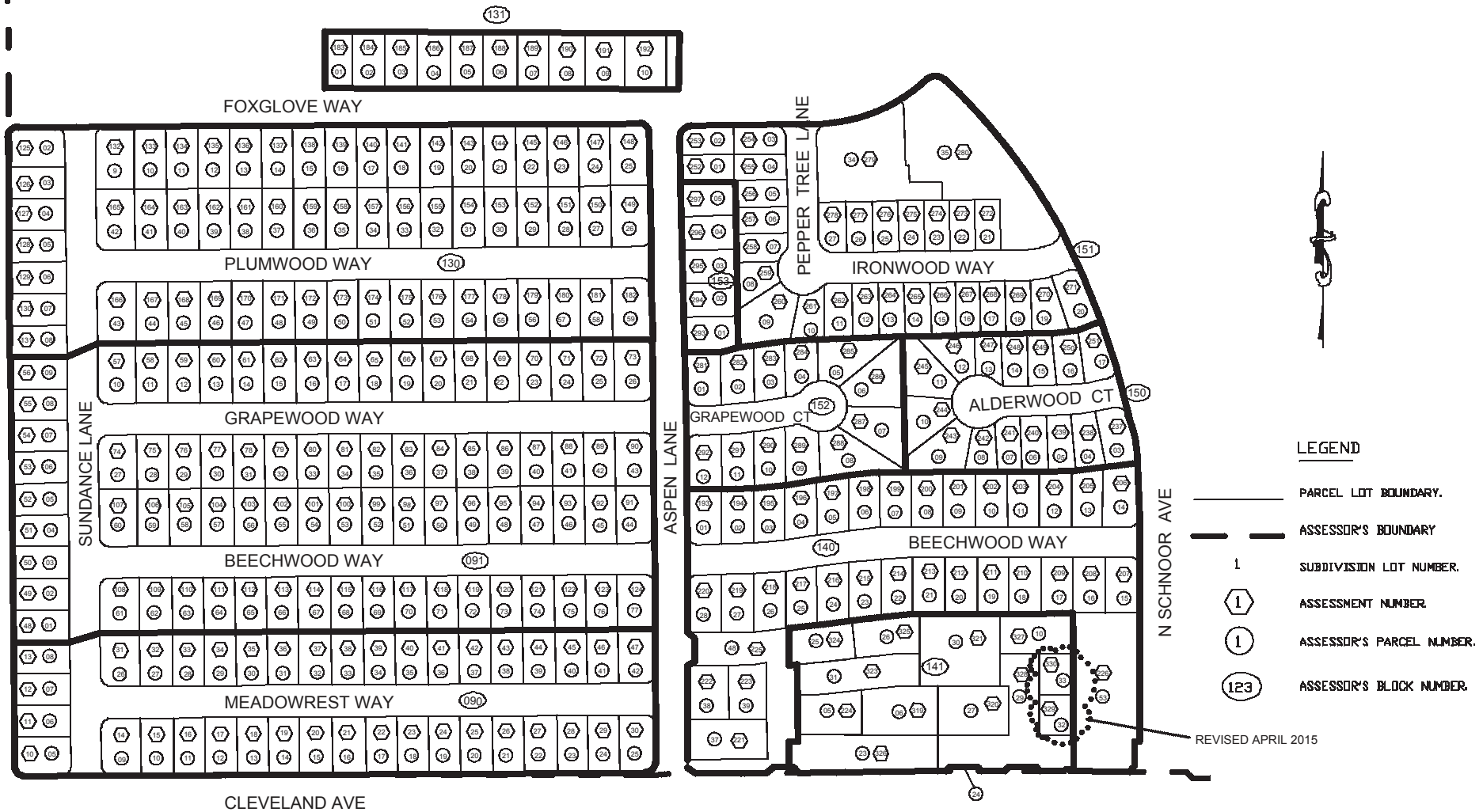
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP PRIOR TO THE REVISION NOTED ABOVE HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 2 (PAGE 1-2)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

PAGE 1 OF 2

CITY OF MADERA
PHEASANT RUN / NORTHWEST ESTATES
REV. APRIL 2015

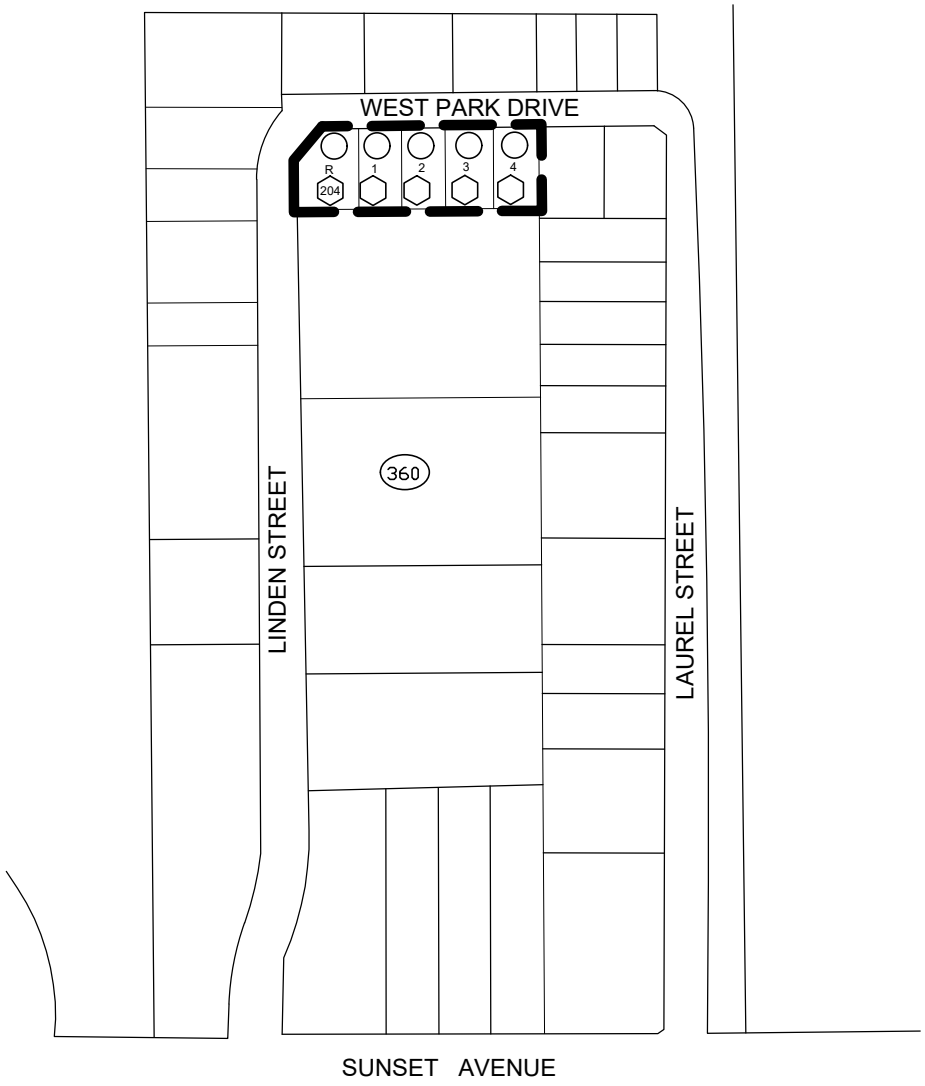


AN 18" X 26" VERSION OF THIS MAP PRIOR TO THE REVISION NOTED ABOVE HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 2 (PAGE 2-2)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

PAGE 2 OF 2

CITY OF MADERA
PHEASANT RUN / NORTHWEST ESTATES
REV. APRIL 2015



N

LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION LOT NUMBER.

1 ASSESSMENT NUMBER.

1 ASSESSOR'S PARCEL NUMBER.

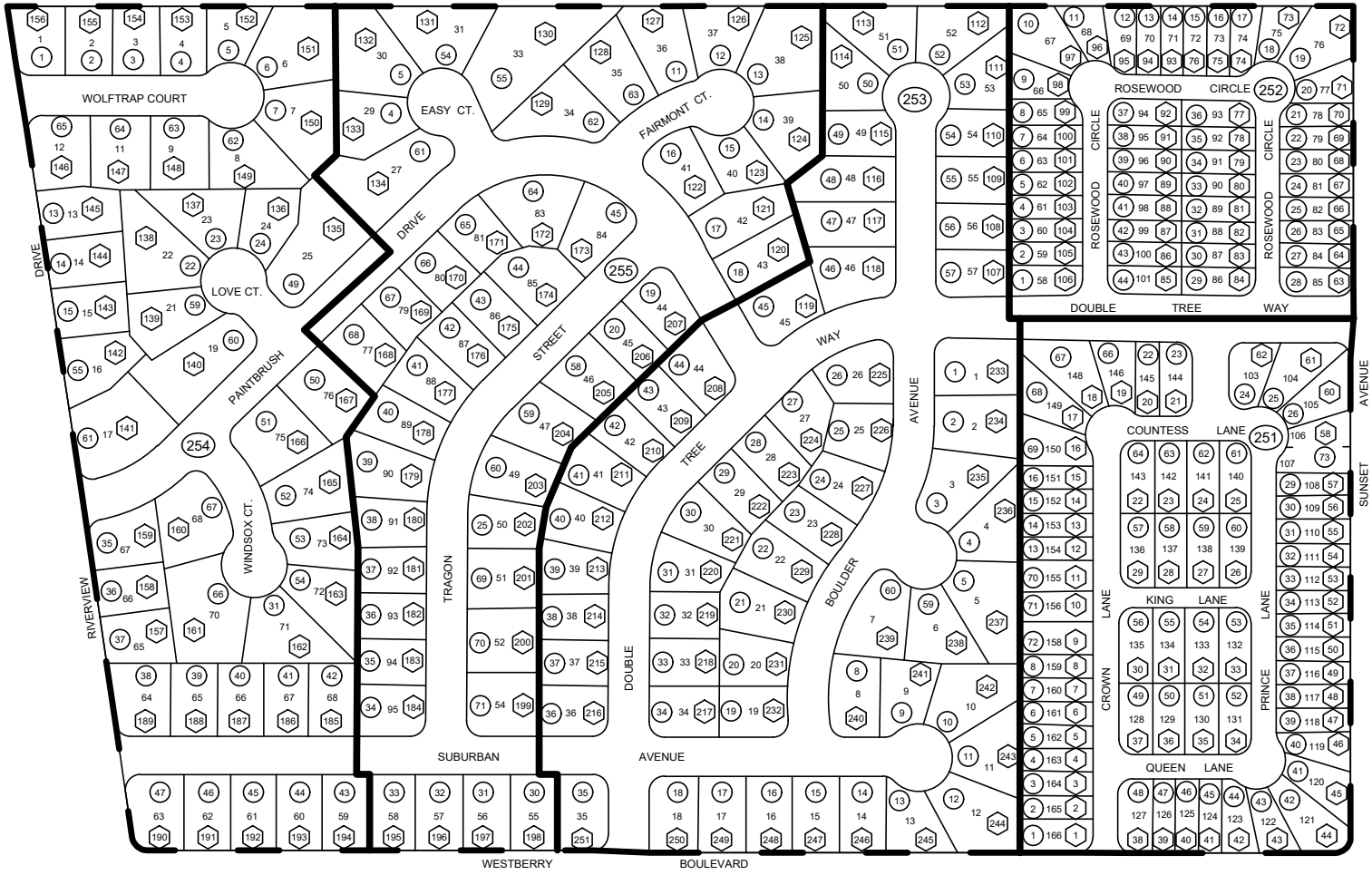
123 ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 4
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PARCEL MAP 18-P-01

REV. FEB. 2019



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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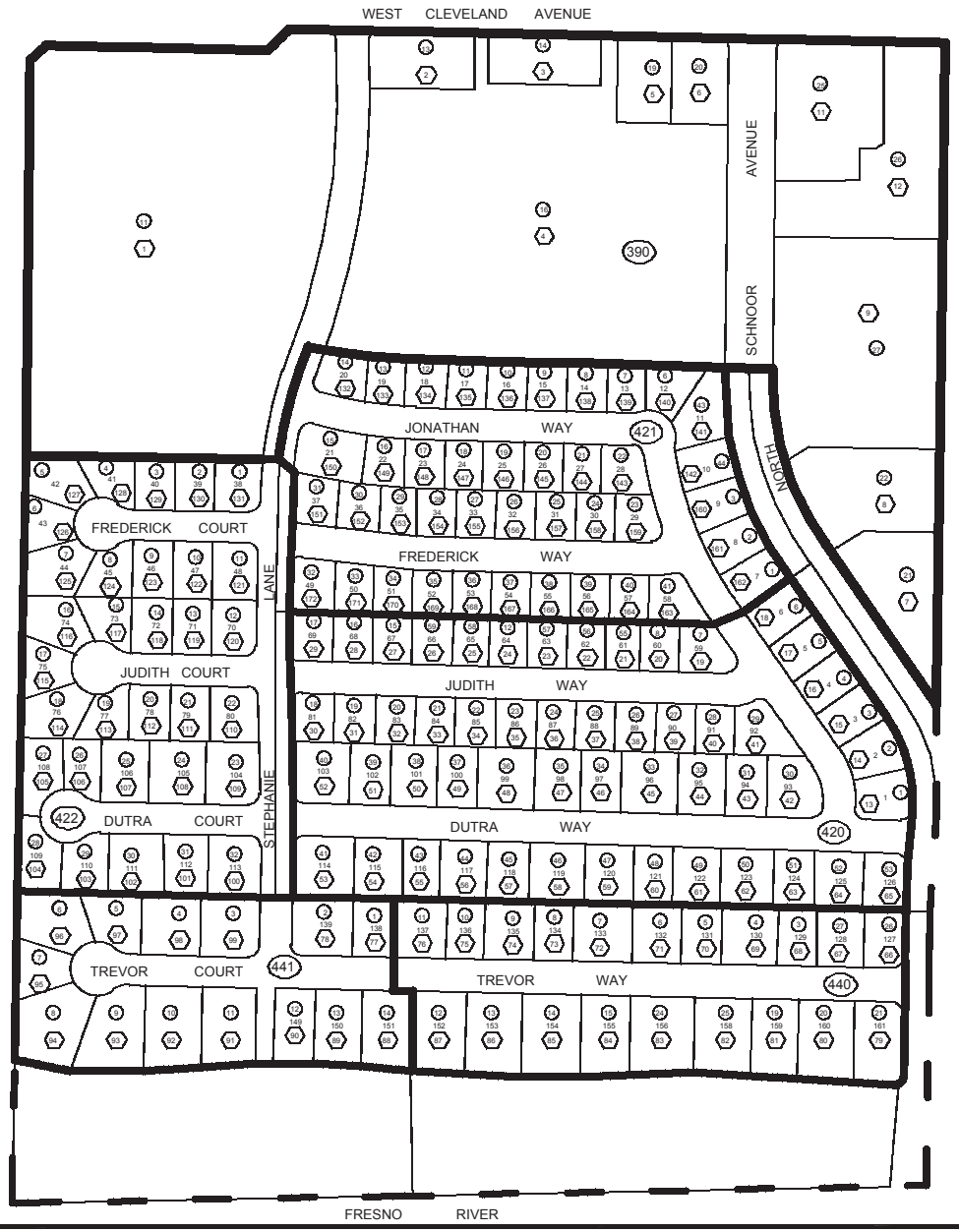
PAGE 2 OF 2

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 4
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

WESTGATE NORTHWEST 1 & 2

REV. JULY 2011





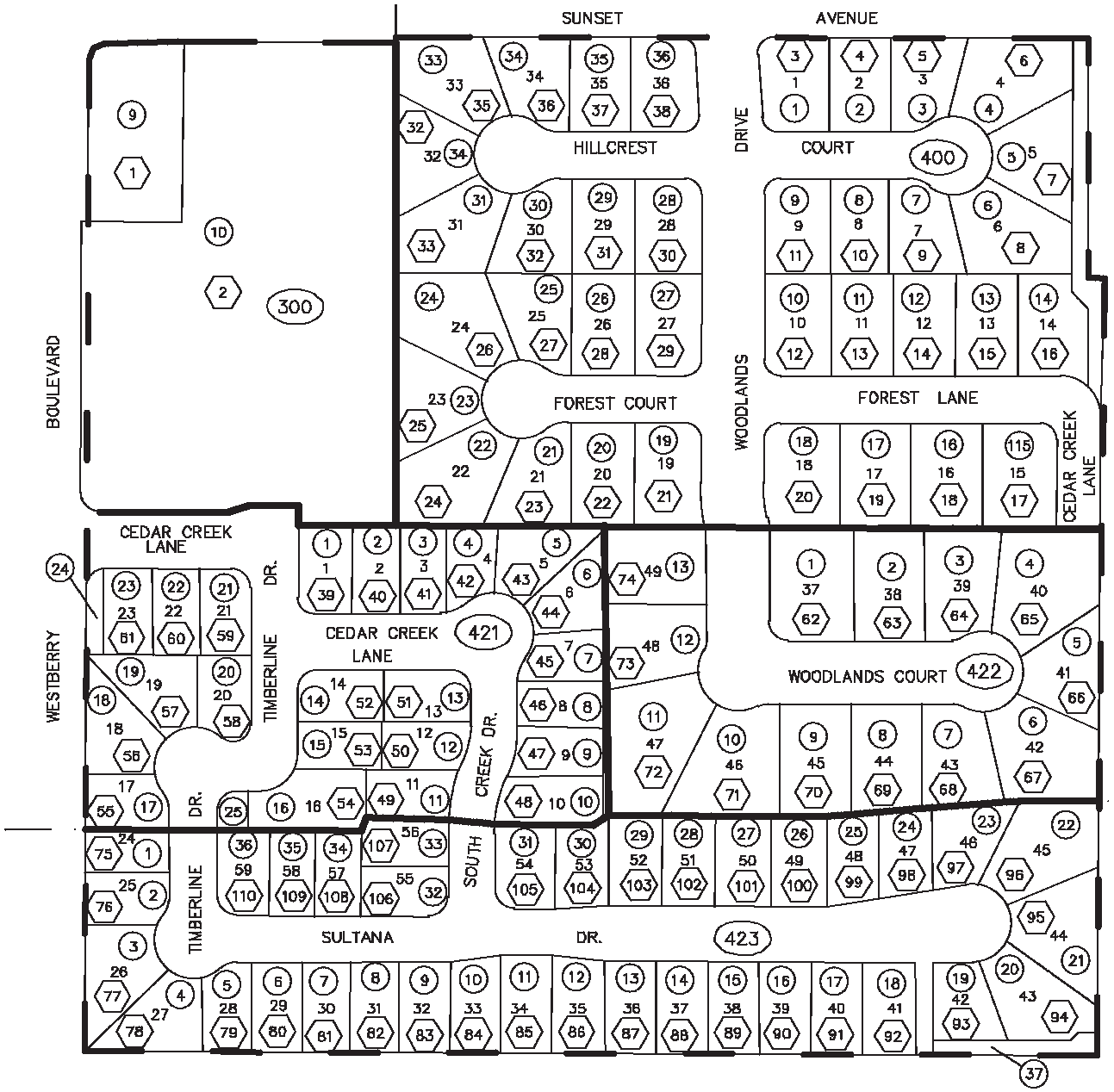
LEGEND

———	PARCEL LOT BOUNDARY.
– – –	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
⬡ 1	ASSESSMENT NUMBER.
(1)	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 3
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
MANSIONETTE ESTATES 1, 2, & 3
REV. APRIL 2015



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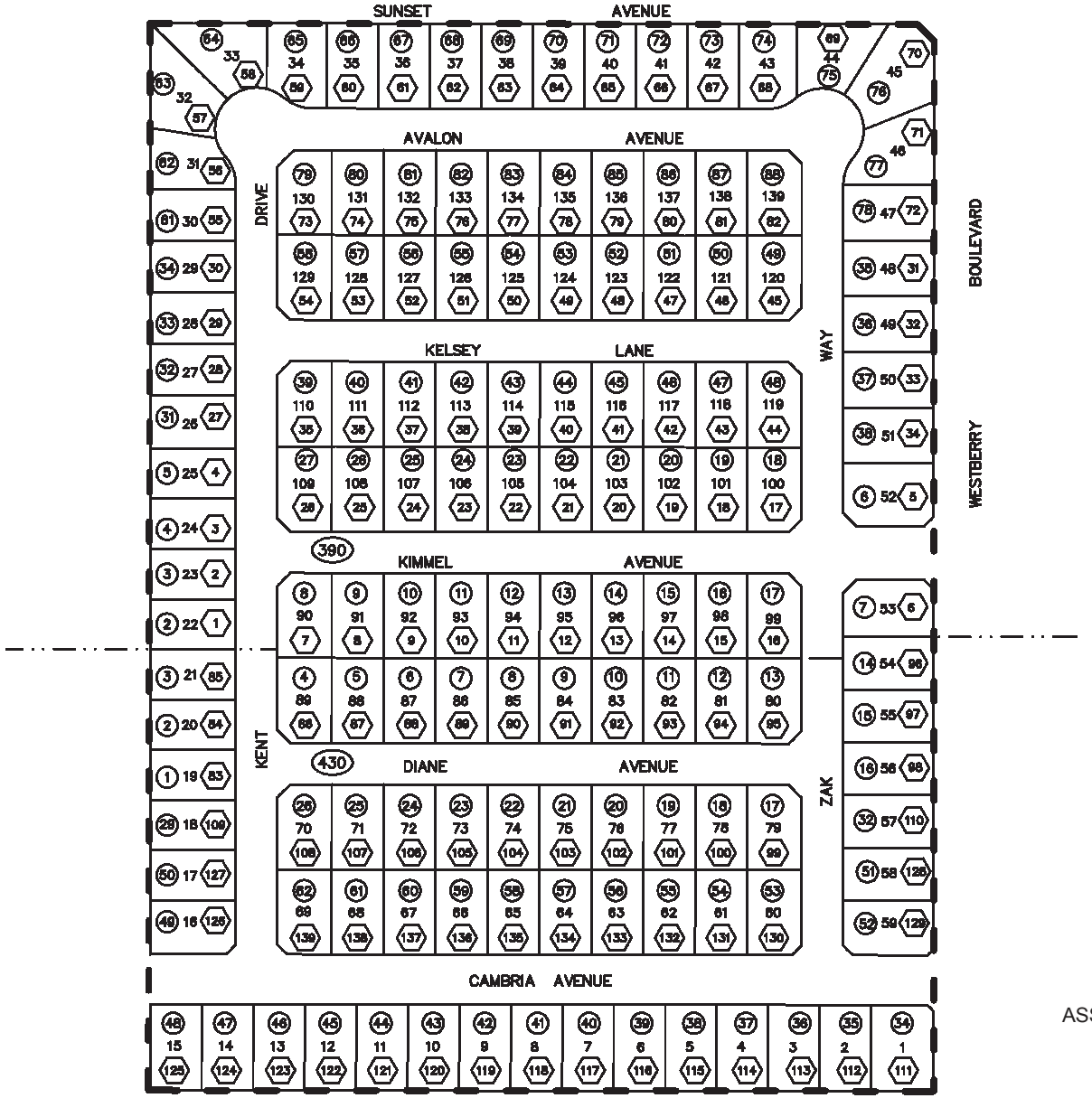
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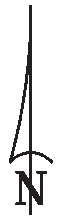
———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
(1)	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 6A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
WOODLAND HILLS/BASILA
REV. JULY 2011





LEGEND

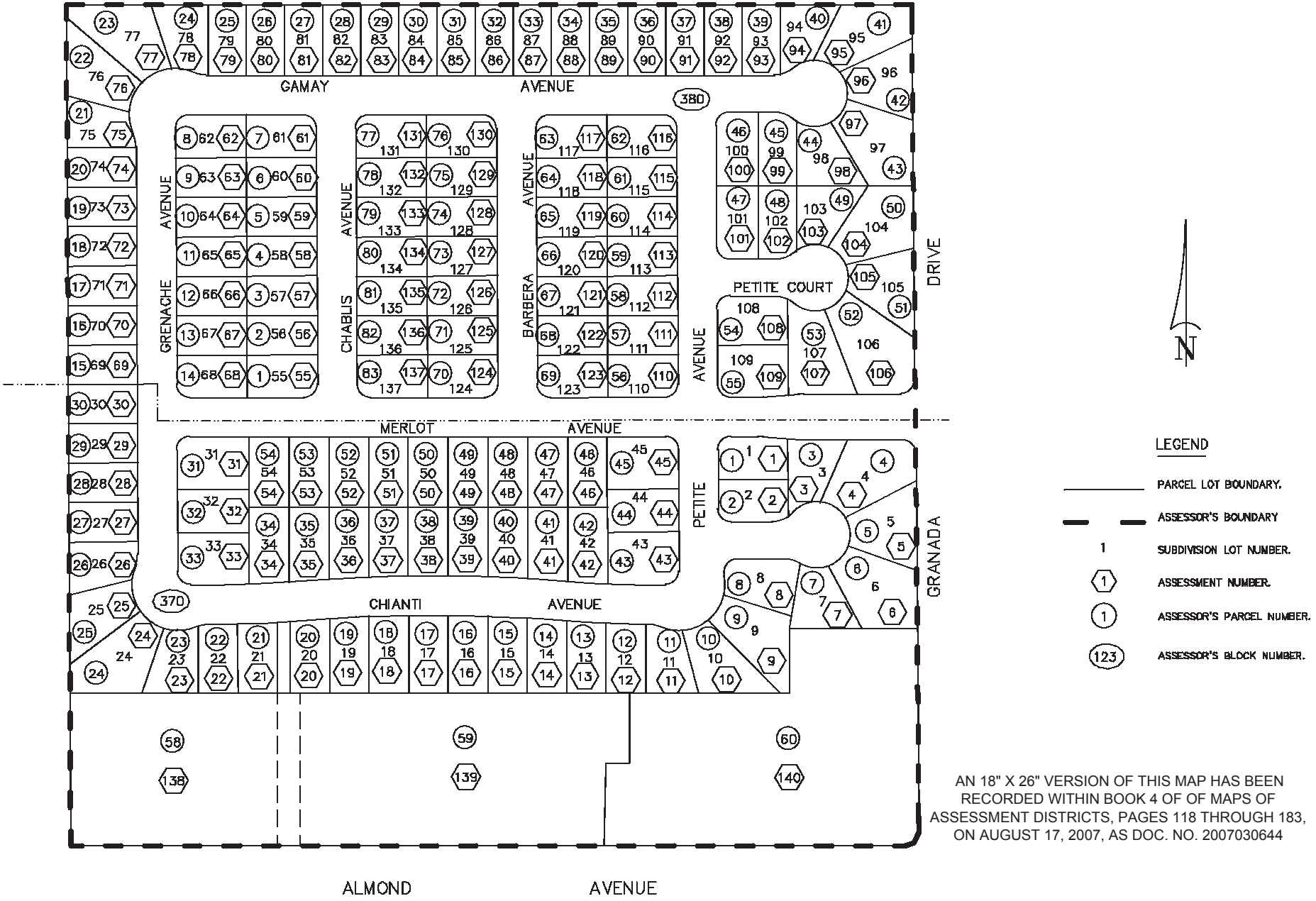
———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
(1)	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 6B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SUNSET SOUTHWEST I, II, III, IV & V
REV. JULY 2008

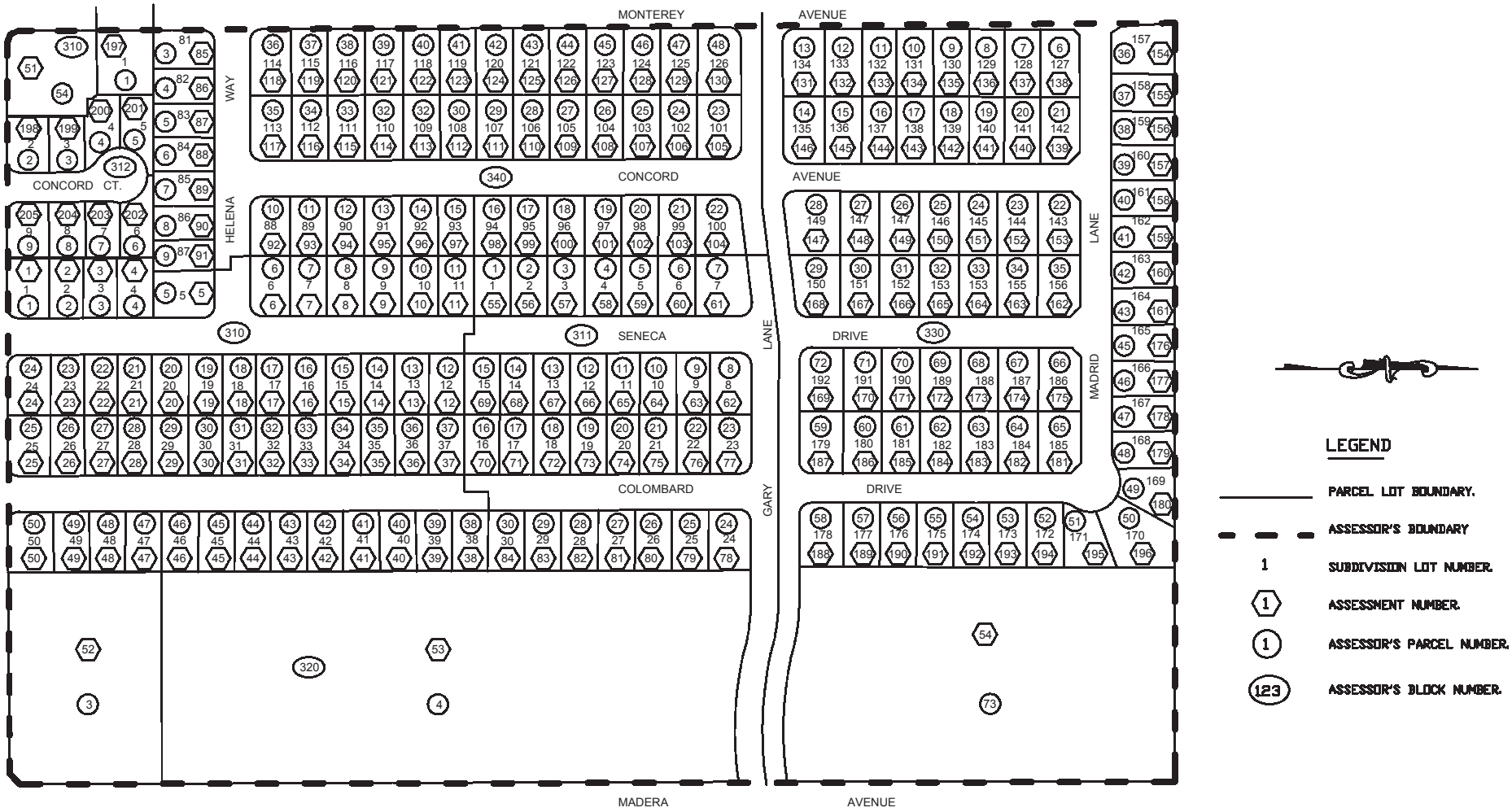
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AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 7
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
TOWN AND COUNTRY ESTATES
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

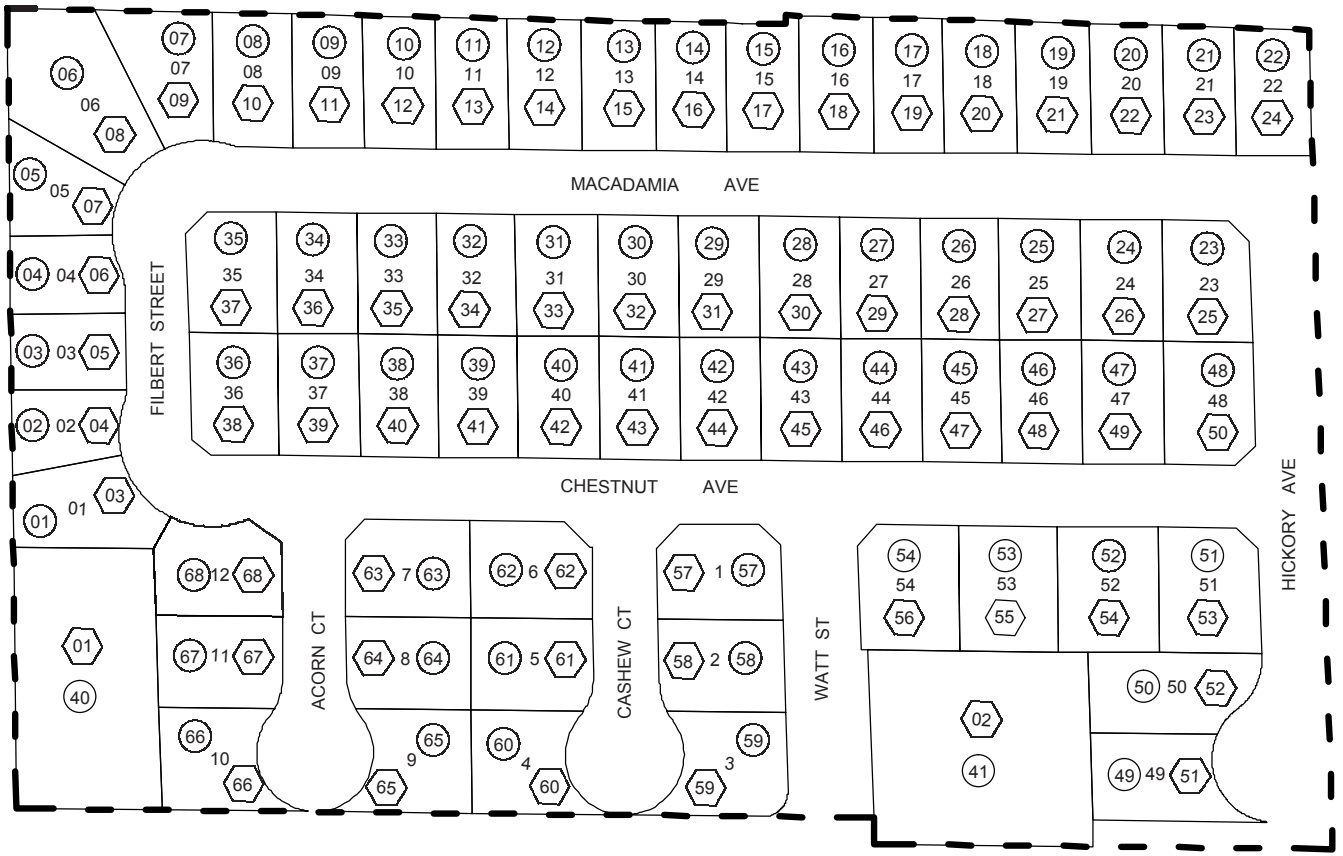
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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 8
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

VINEYARD ESTATES 2, 3, 4 & 5

REV. JULY 2008





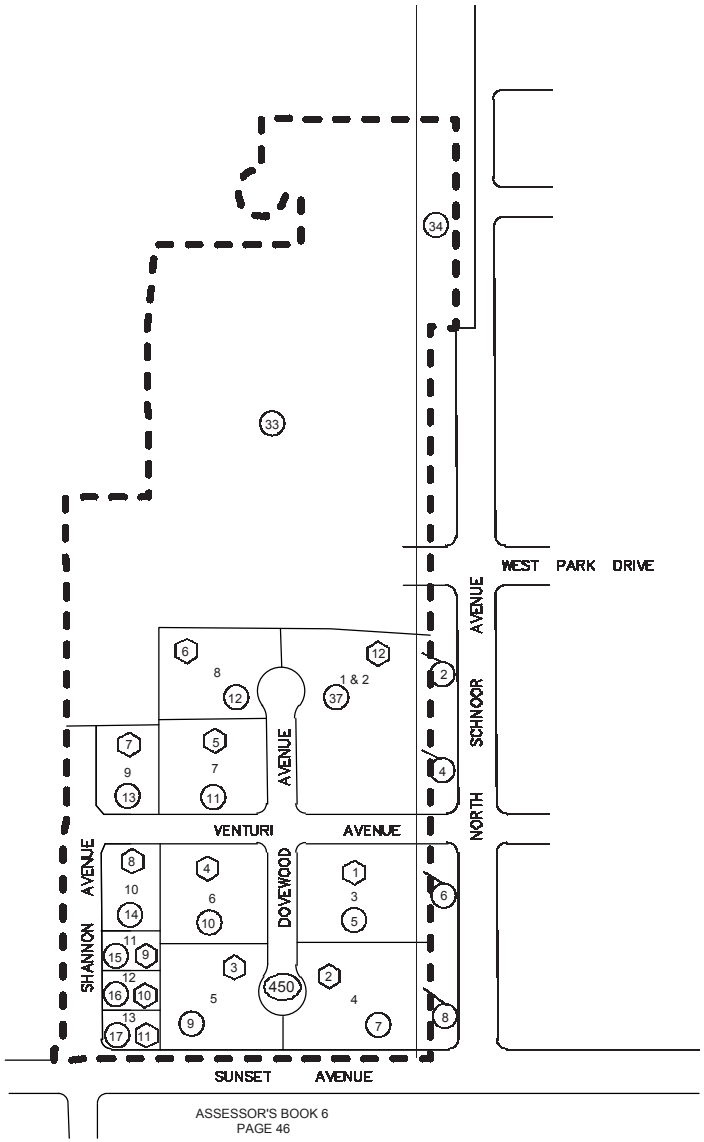
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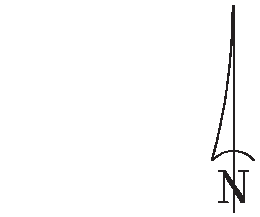
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 9
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD ESTATES SUBDIVISION
REV. JULY 2011



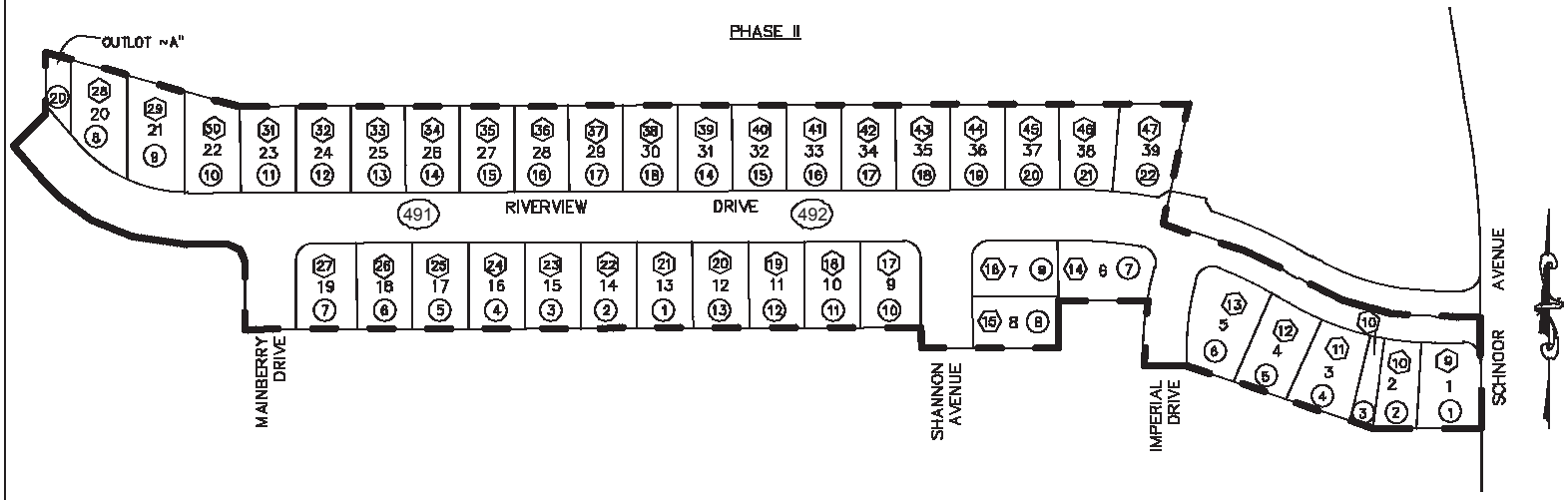


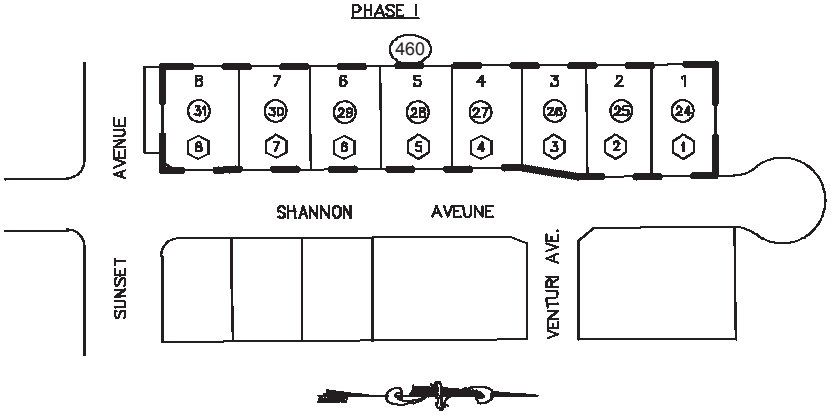
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VENTURI SUBDIVISION
REV. JULY 2011





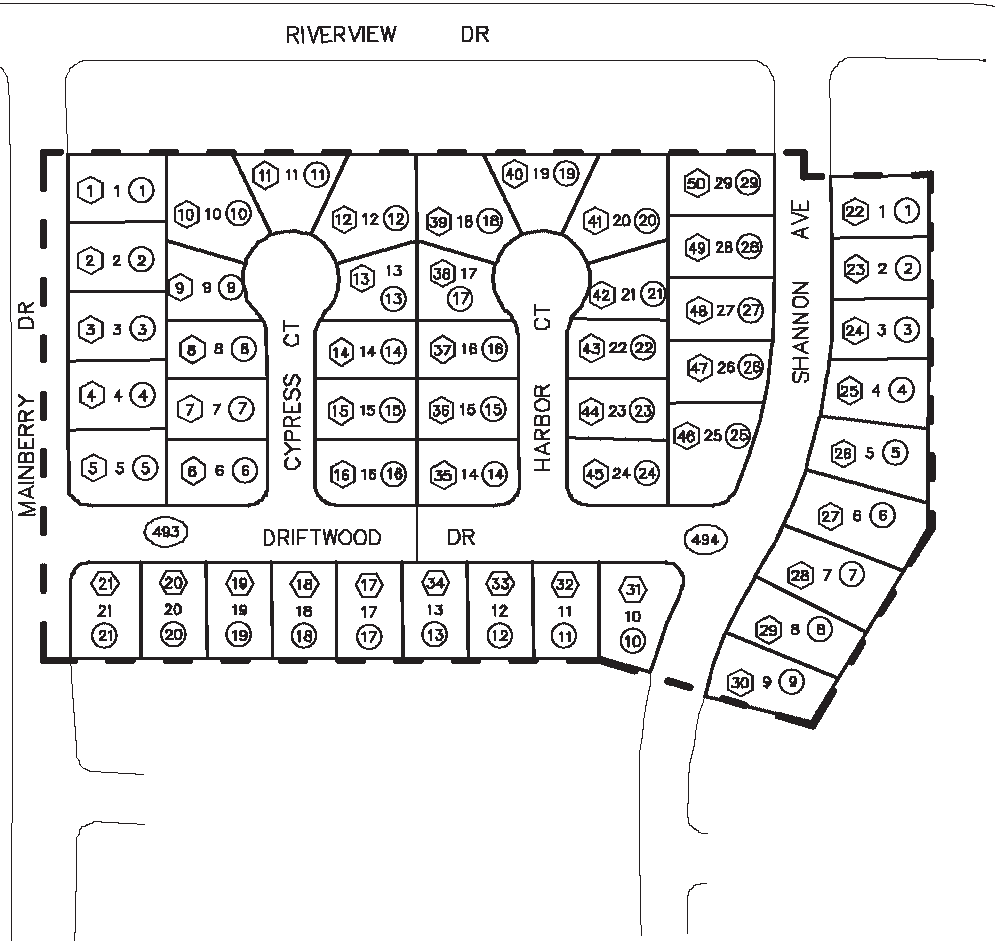
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH I & II
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

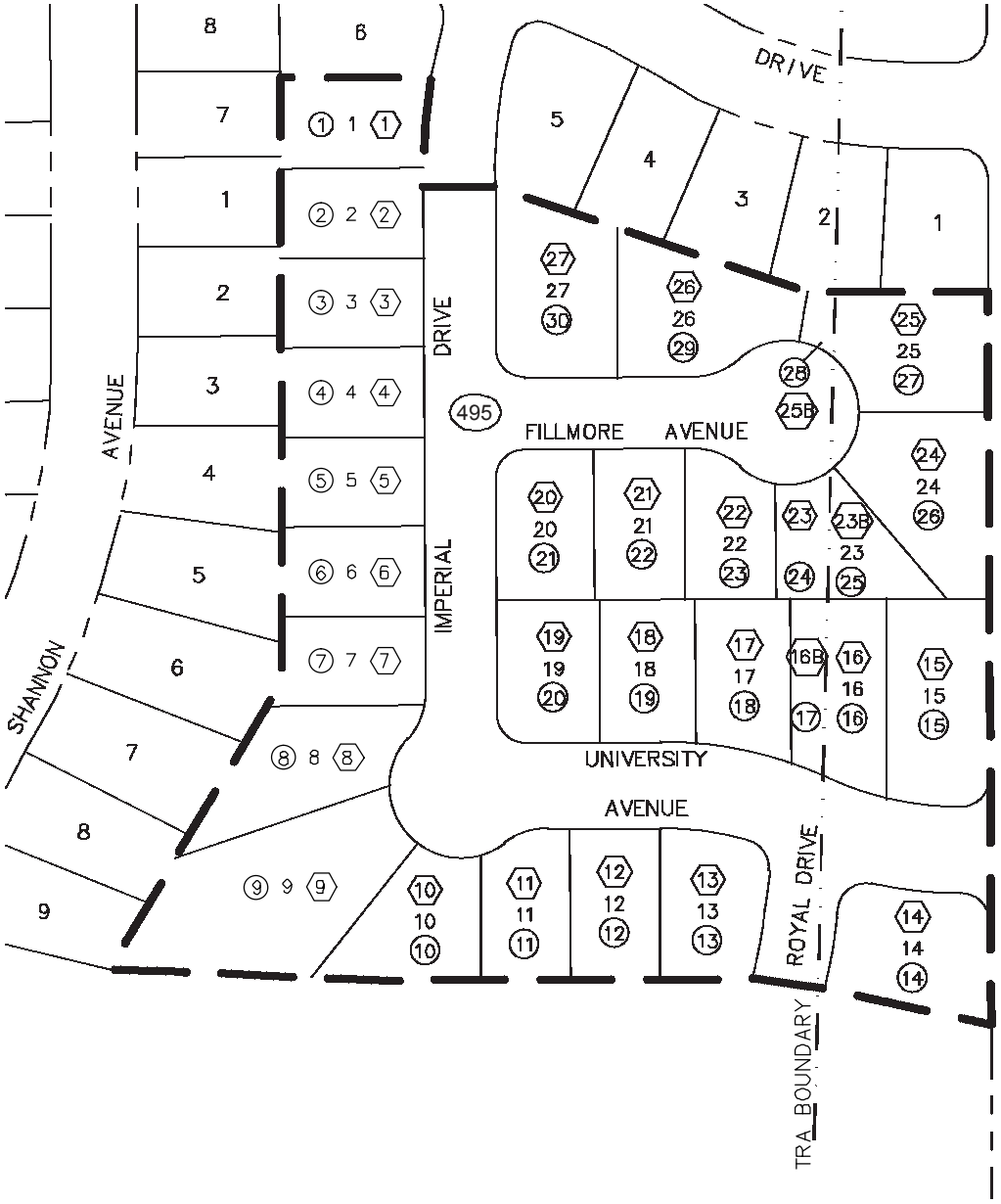
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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH ESTATES
PHASES 3 and 4

REV. JULY 2011



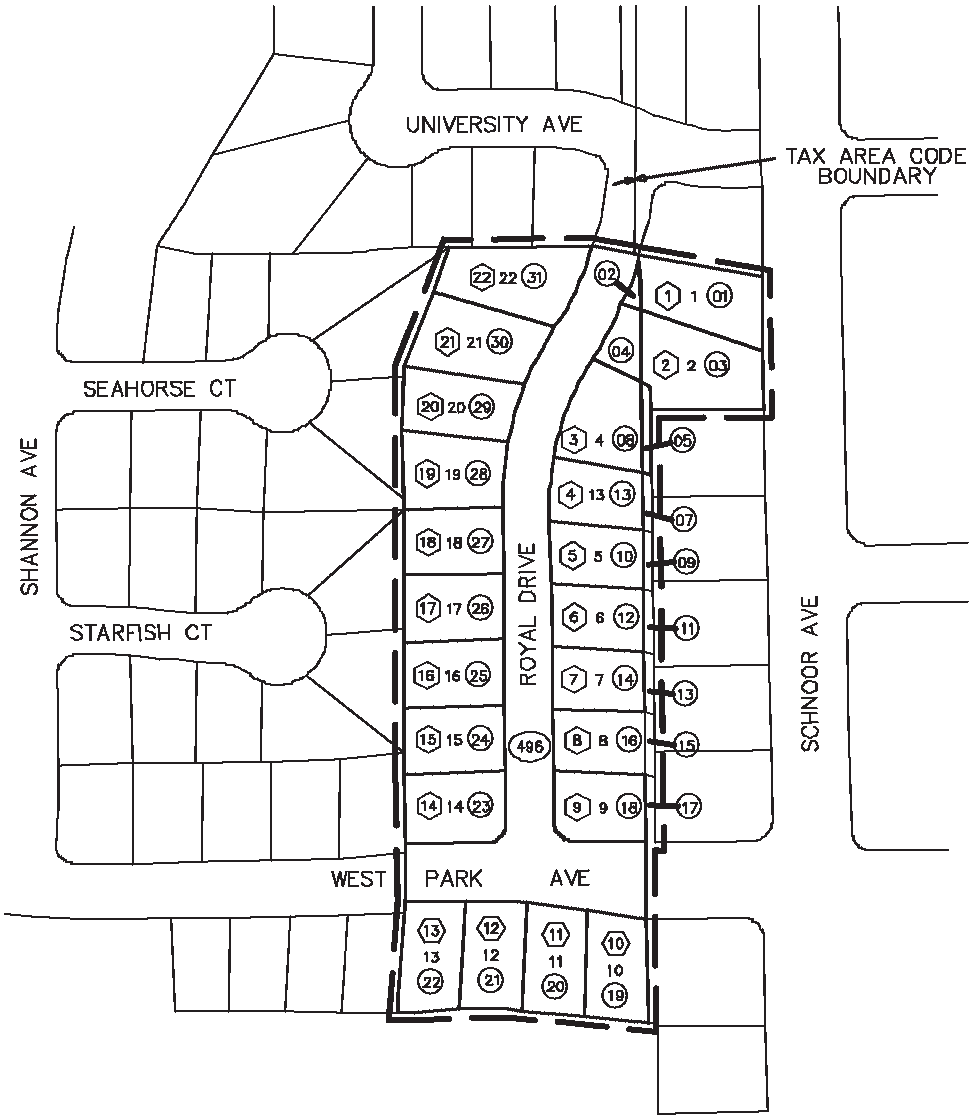
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH V
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 — SUBDIVISION LOT NUMBER.
- (1) — ASSESSMENT NUMBER.
- (1) — ASSESSOR'S PARCEL NUMBER.
- (123) — ASSESSOR'S BLOCK NUMBER.

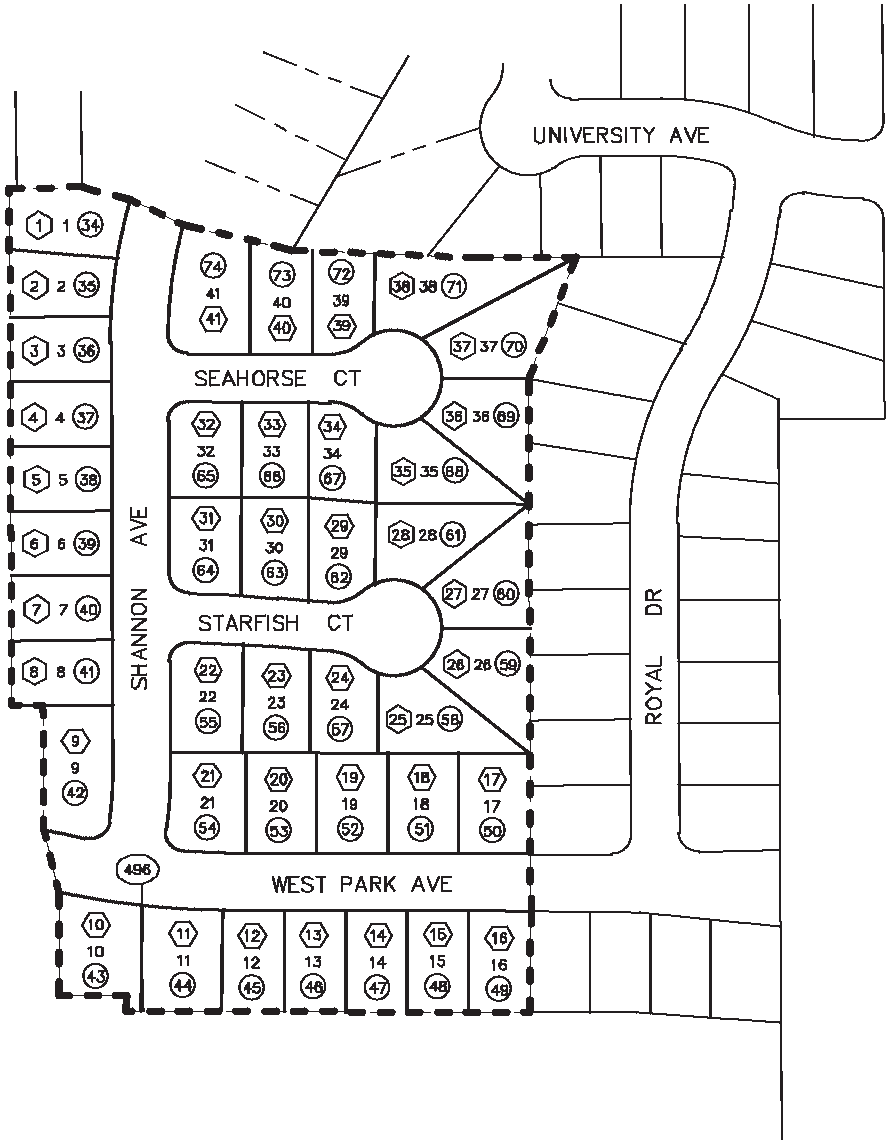
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE VI
SUBDIVISION

REV. JULY 2011



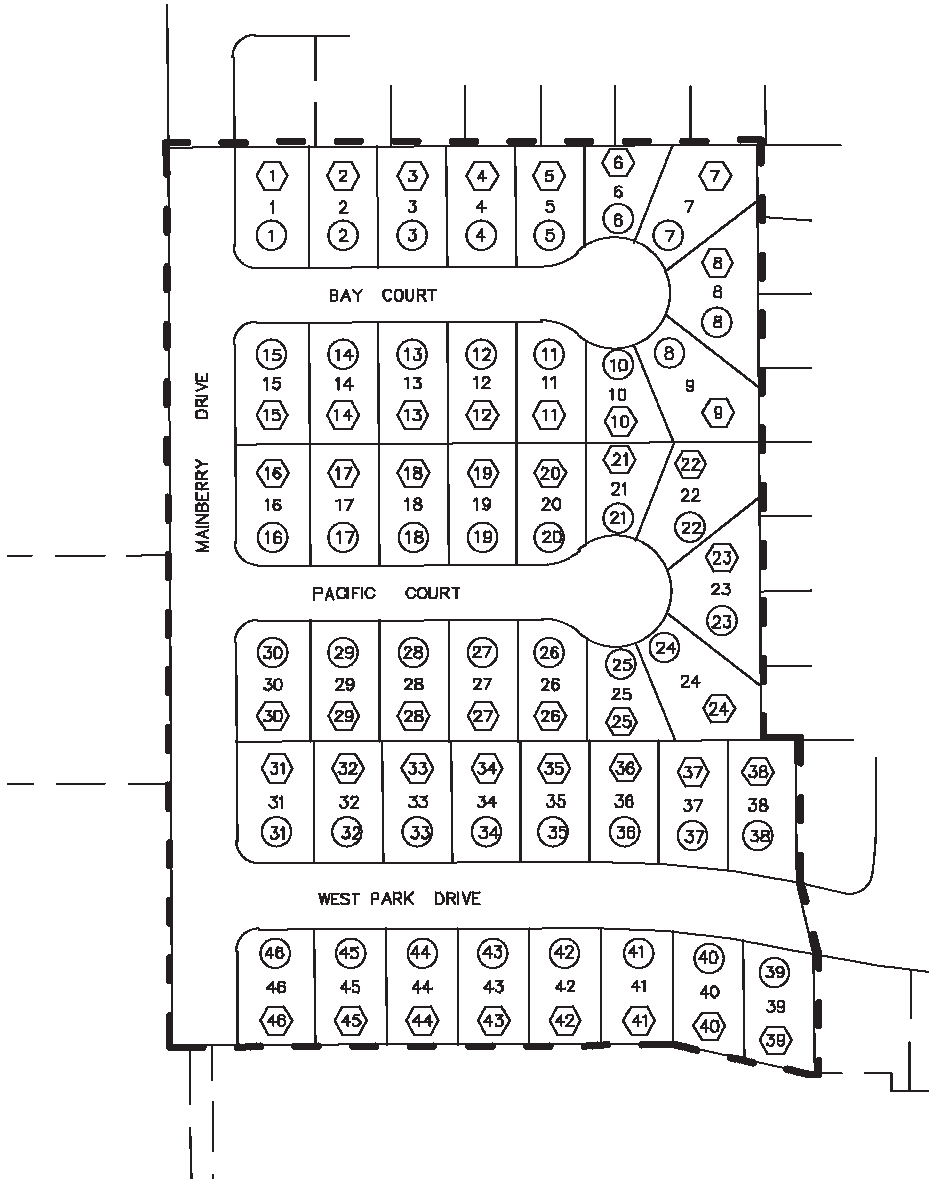
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10F
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH
PHASE VII
SUBDIVISION
REV. JULY 2011





LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 — SUBDIVISION LOT NUMBER.
- (1) — ASSESSMENT NUMBER.
- (1) — ASSESSOR'S PARCEL NUMBER.
- (123) — ASSESSOR'S BLOCK NUMBER.

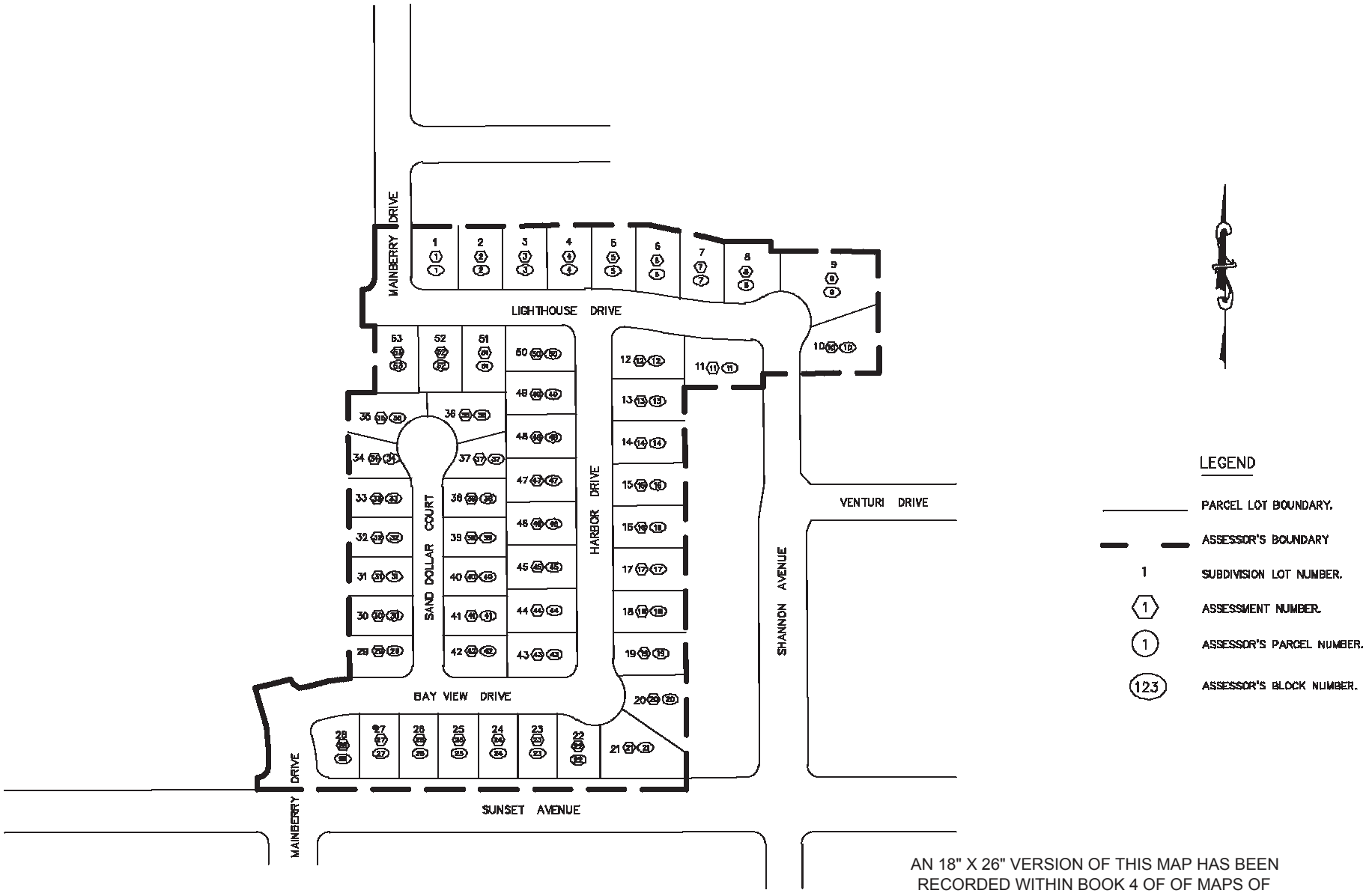
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10G
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE VIII
SUBDIVISION

REV. JULY 2010



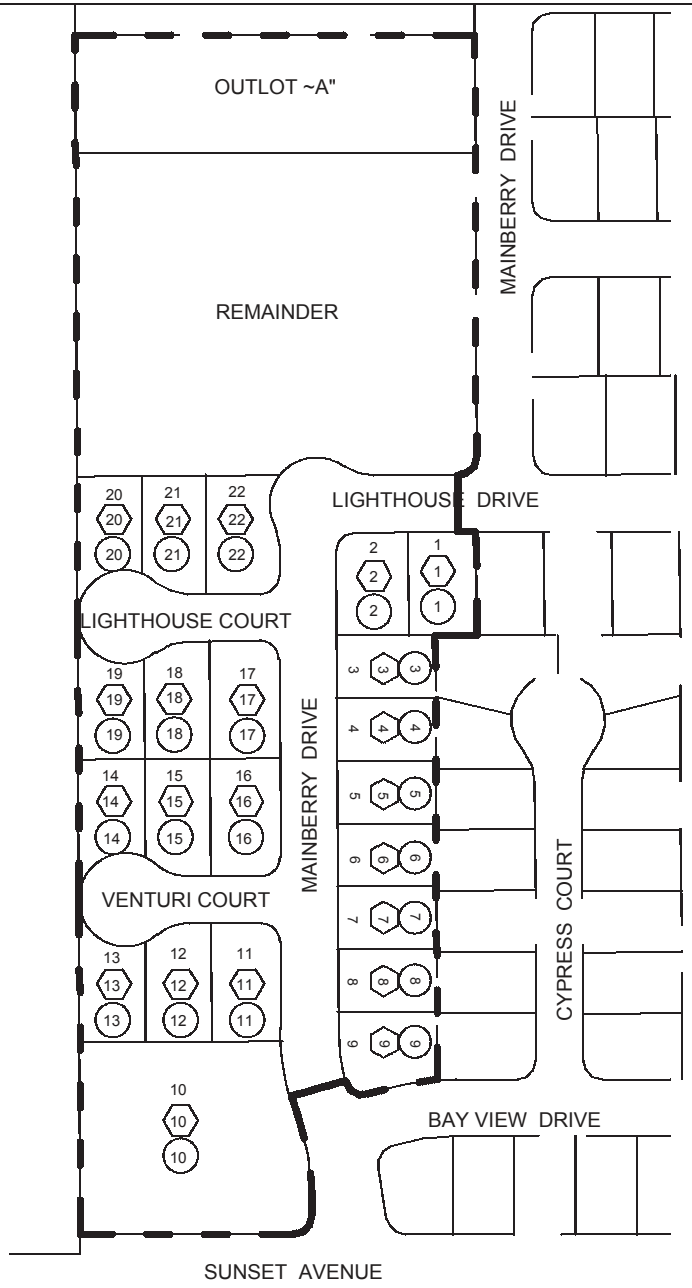
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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10H
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE IX
SUBDIVISION

REV. JULY 2010





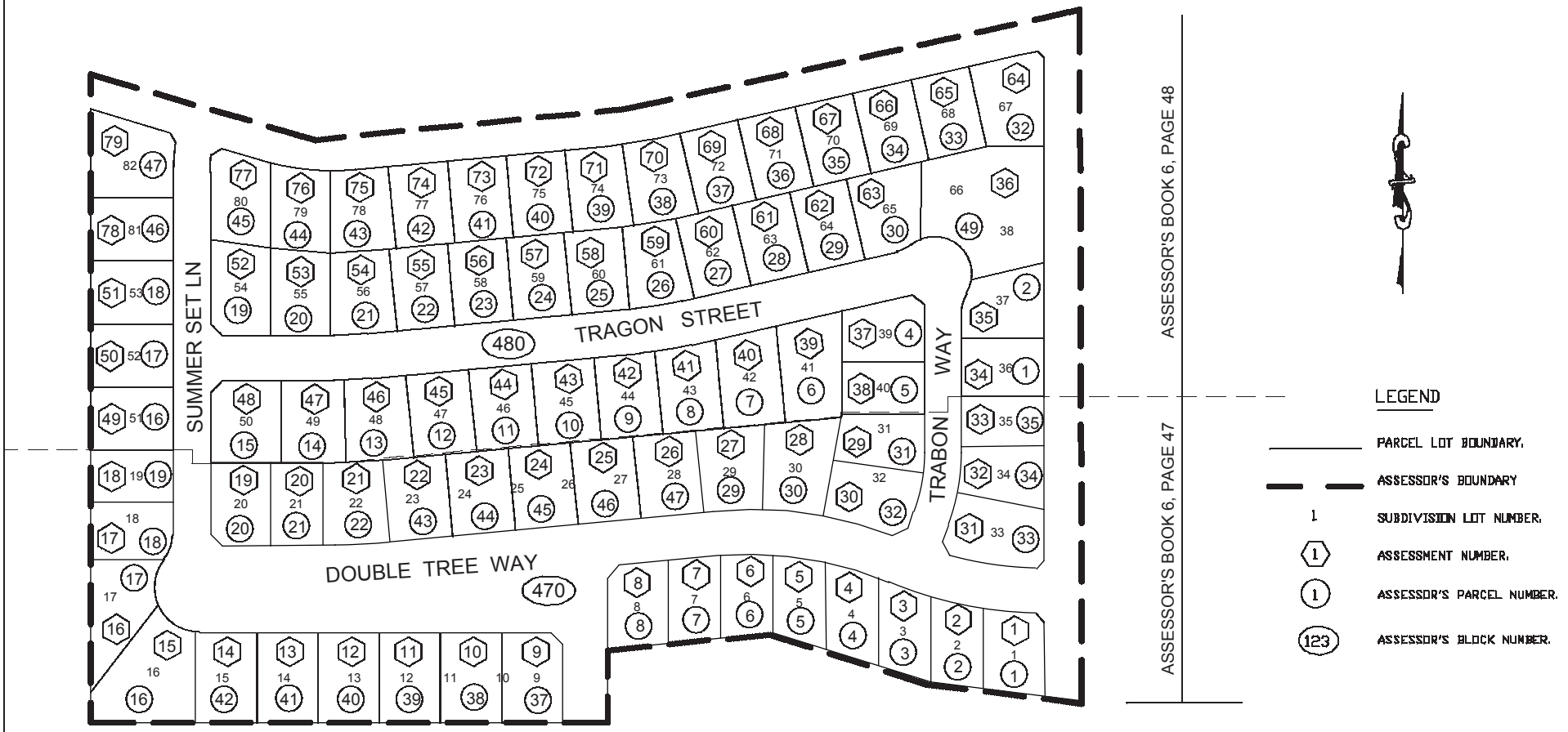
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10i
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH
PHASE X
REV. JULY 2010



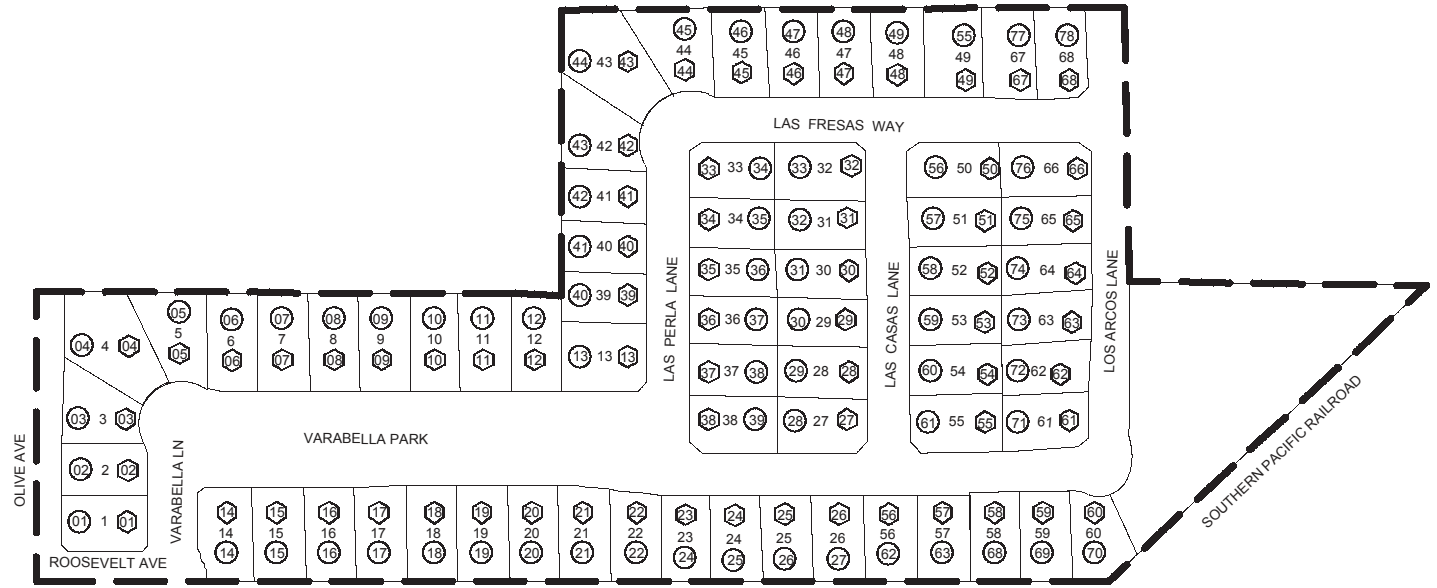
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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 12
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

FRENCH COVE
1 AND 2

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

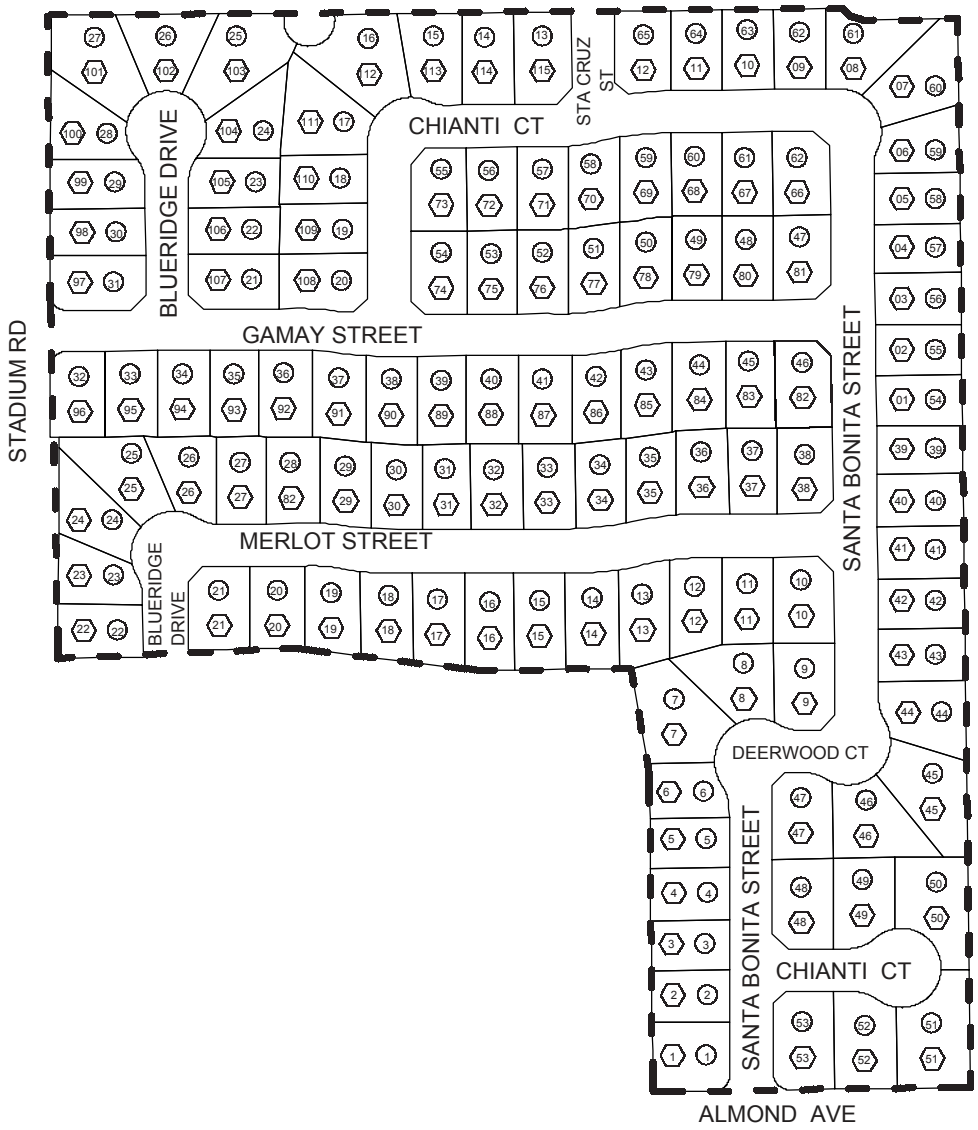
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 13
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LAS PALMAS ESTATES
1, 2, 3 AND 4

REV. JULY 2010





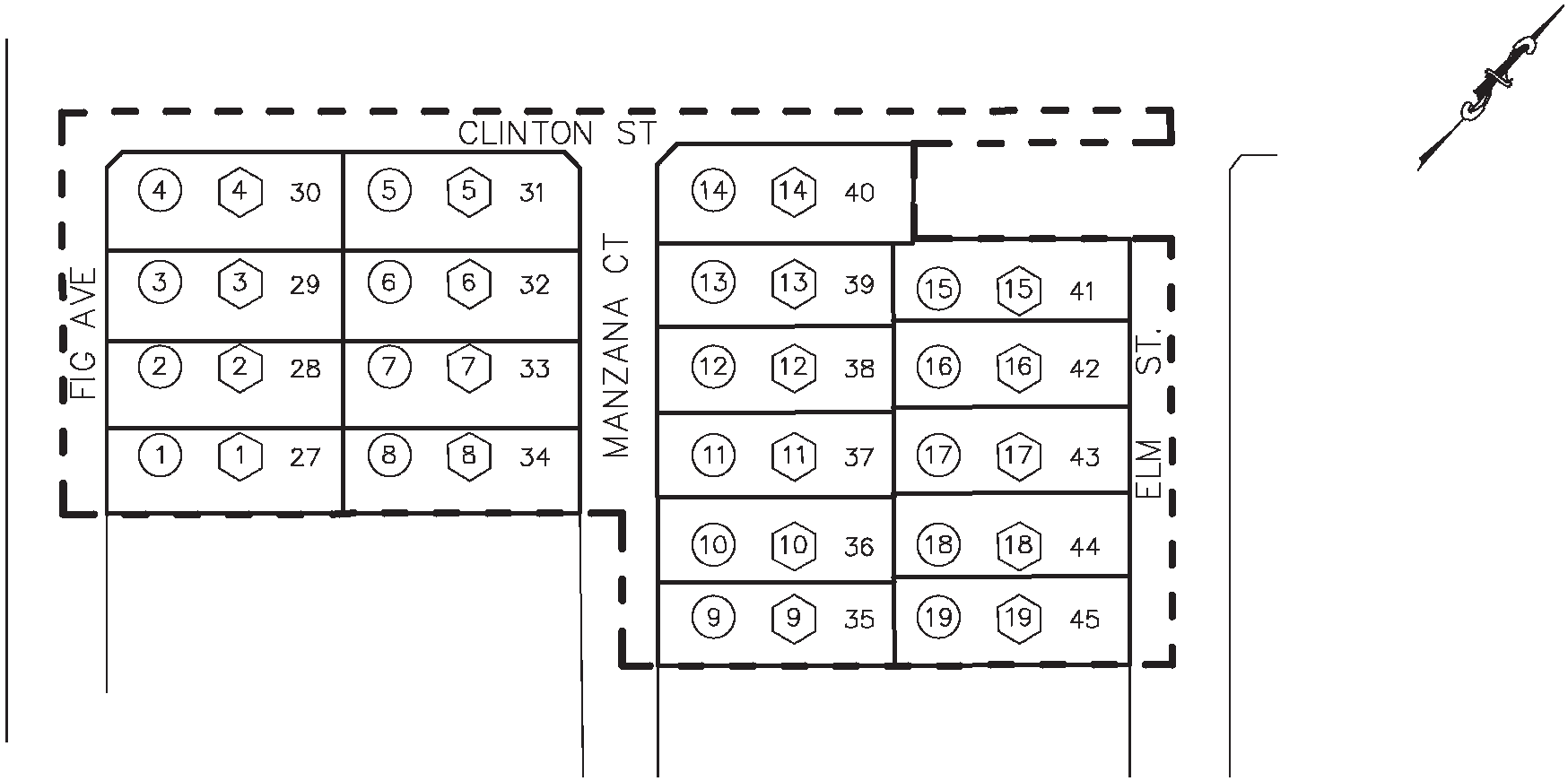
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 14
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO 1 and 2 SUBDIVISION
REV. JULY 2010



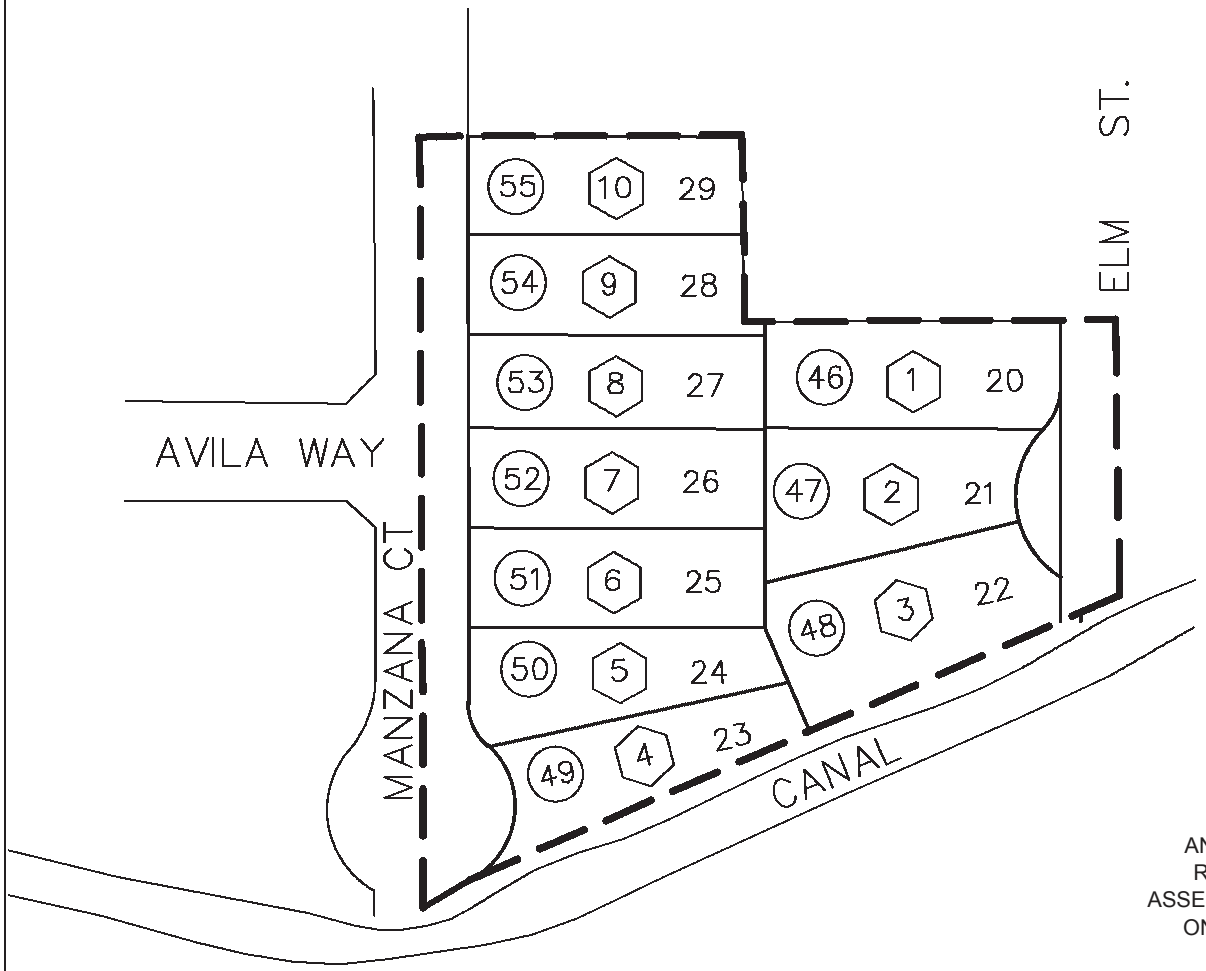
LEGEND

———	PARCEL LOT BOUNDARY
— —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
1	ASSESSOR'S PARCEL NUMBER
101	ASSESSOR'S BLOCK NUMBER

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS
PHASE I
REV. JULY 2010



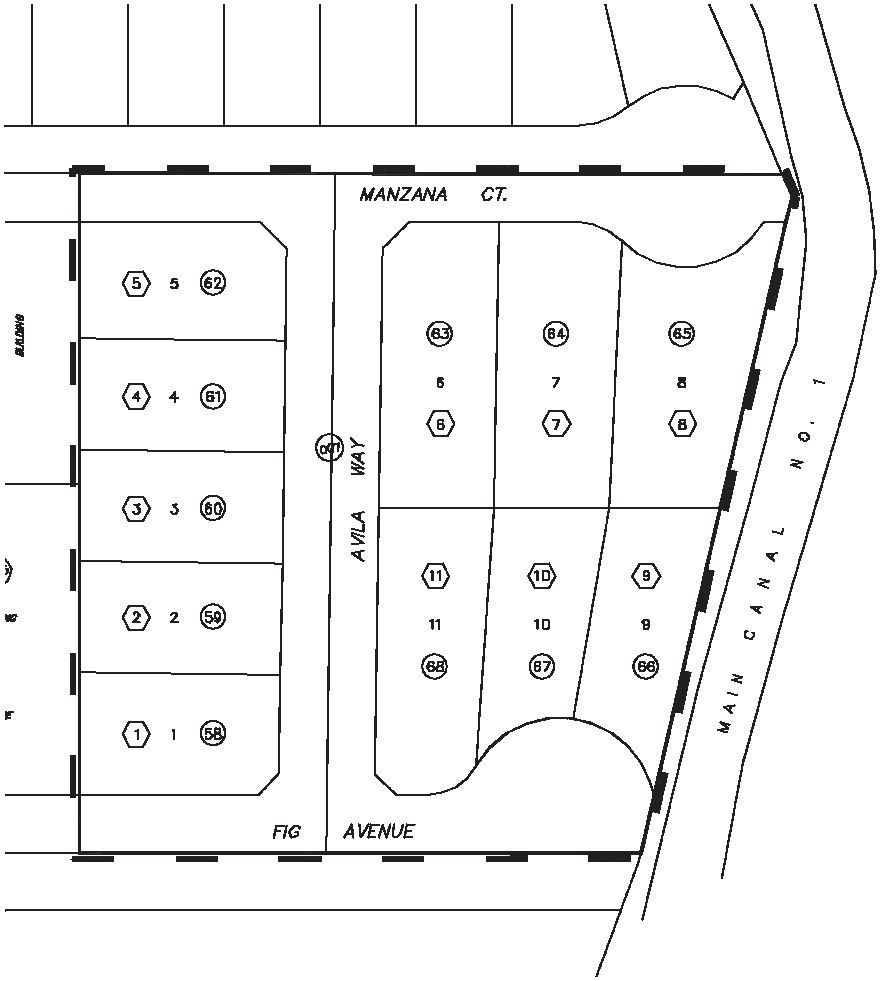
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
1	ASSESSOR'S PARCEL NUMBER
101	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS
PHASE II
REV. JULY 2010



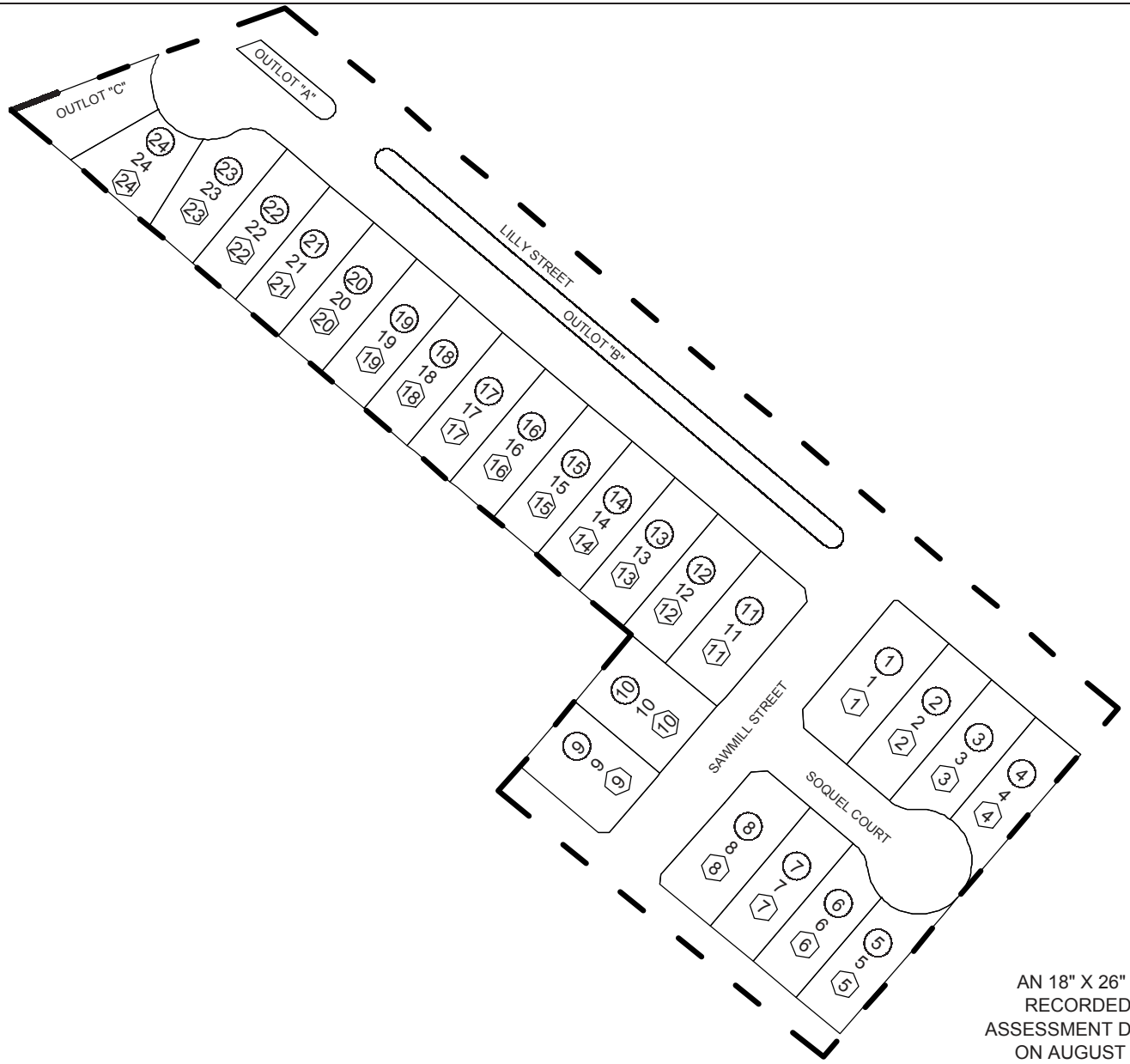
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LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(##)	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS PHASE III
REV. JULY 2010





LEGEND

———	PARCEL LOT BOUNDARY.
– – –	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
⬡ 1	ASSESSMENT NUMBER.
① 1	ASSESSOR'S PARCEL NUMBER.
⬭ 123	ASSESSOR'S BLOCK NUMBER.

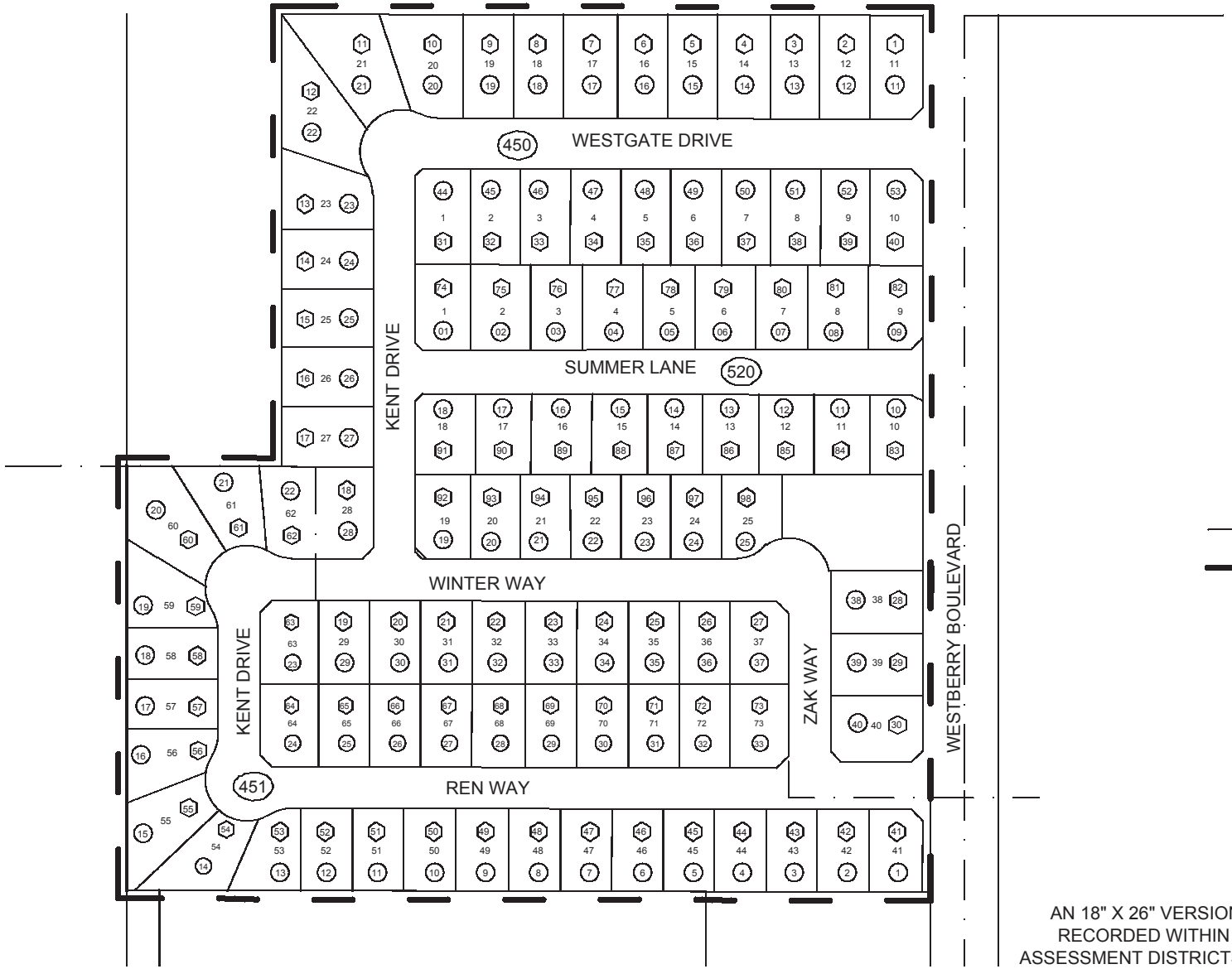
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 16
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

SUGAR PINE
ESTATES

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

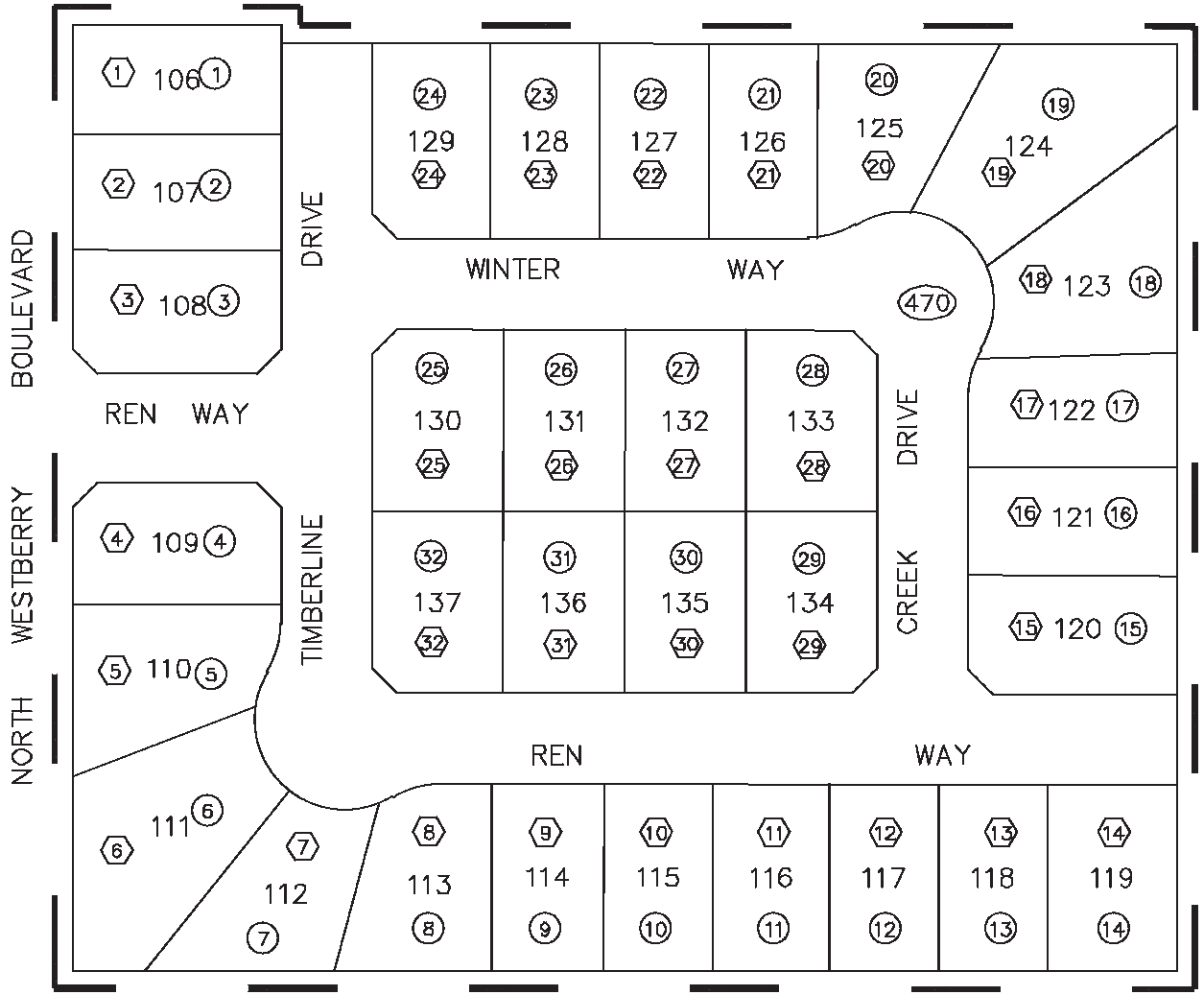
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASES 1 AND 2

REV. JULY 2010





LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

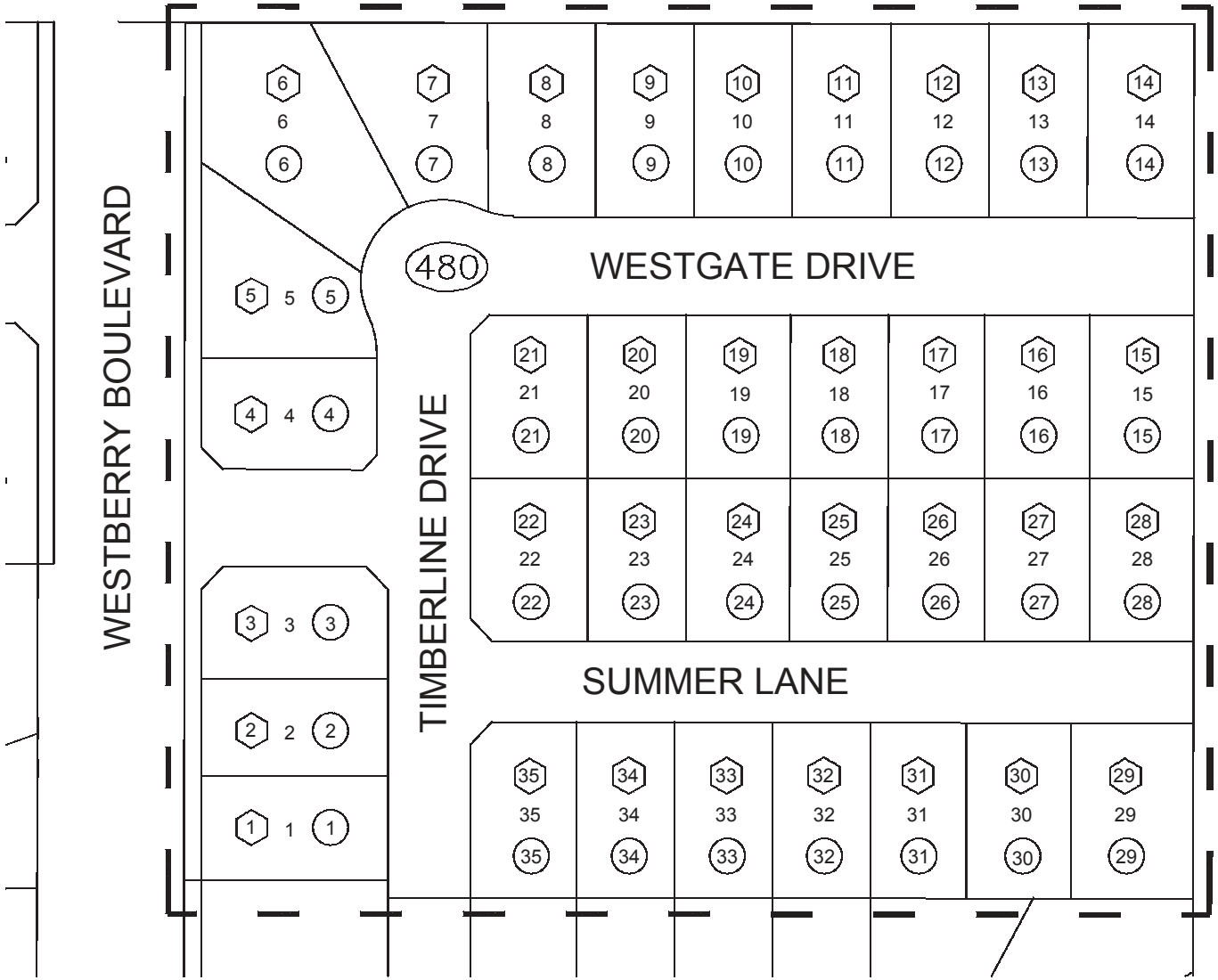
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASE 3

REV. JULY 2010





LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

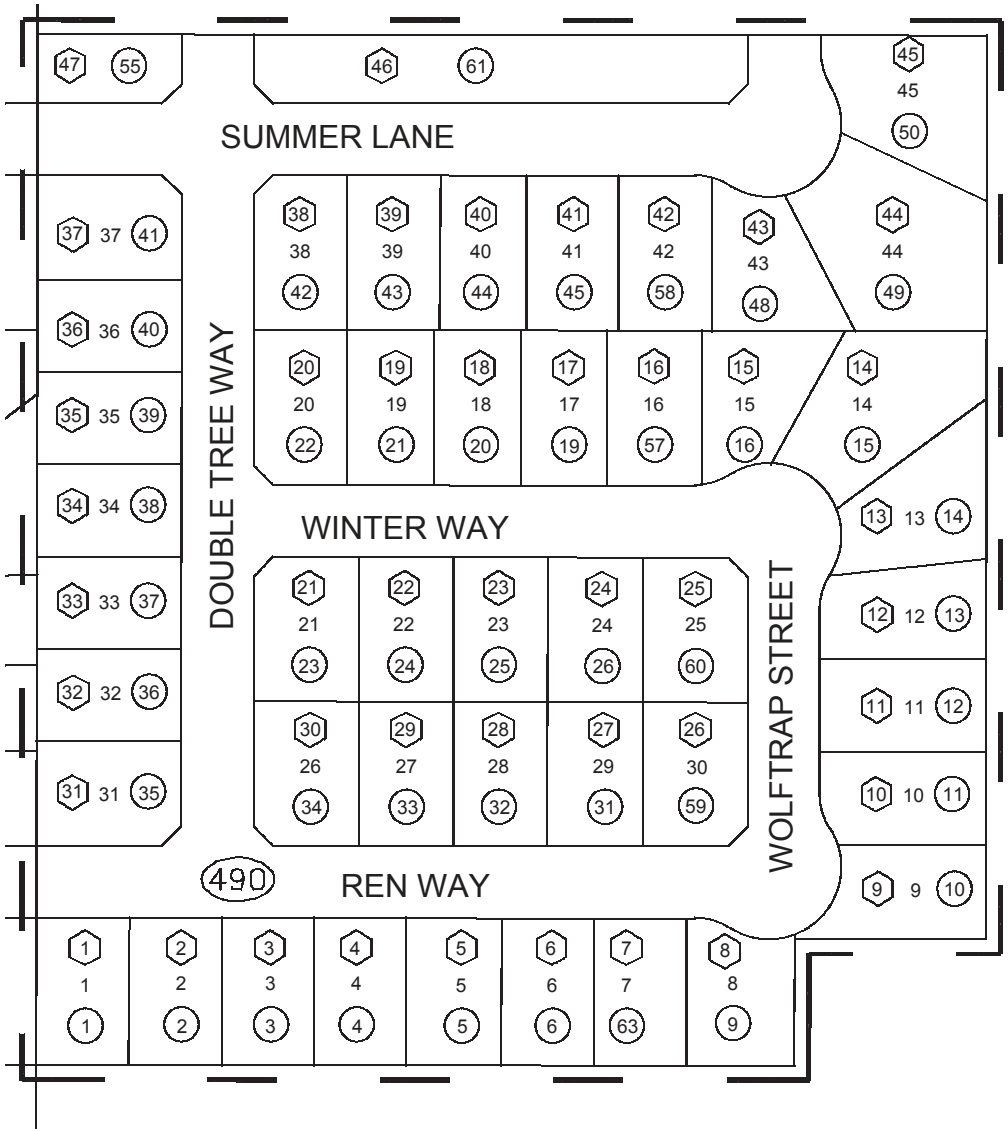
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASE 4

REV. JULY 2010





LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

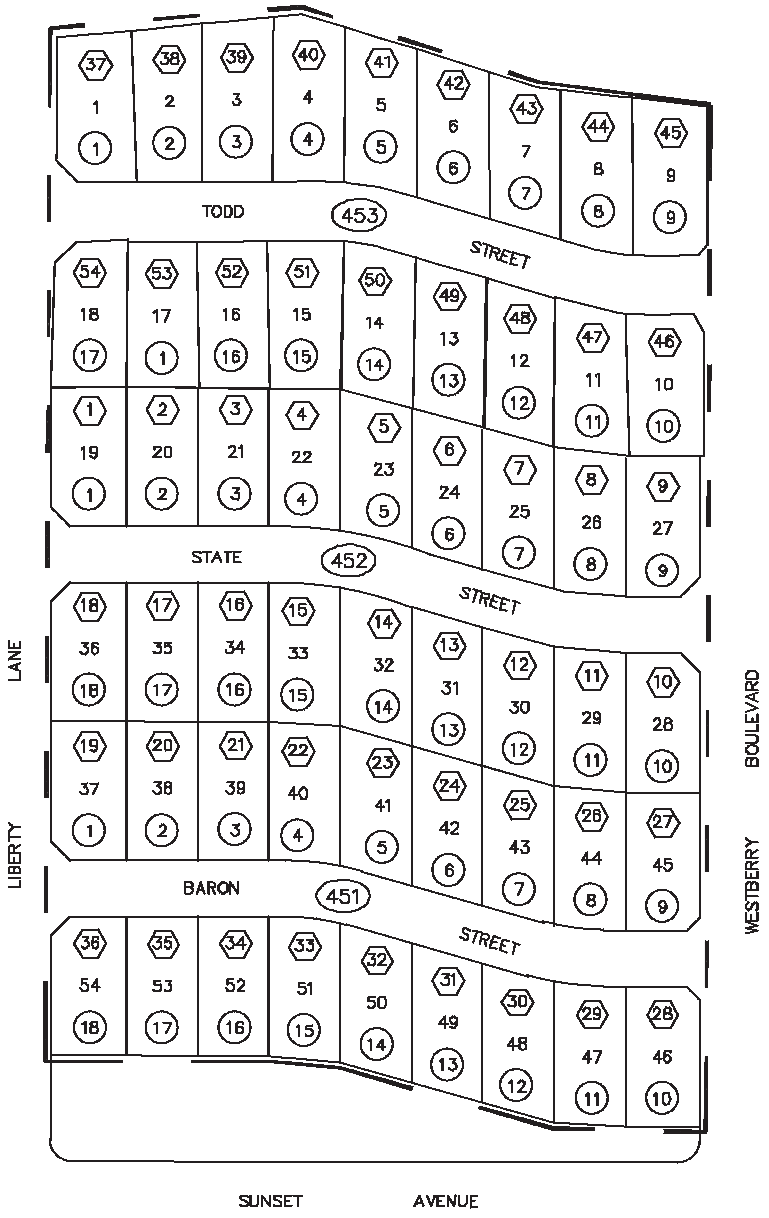
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO XI
PHASE 1

REV. JULY 2010





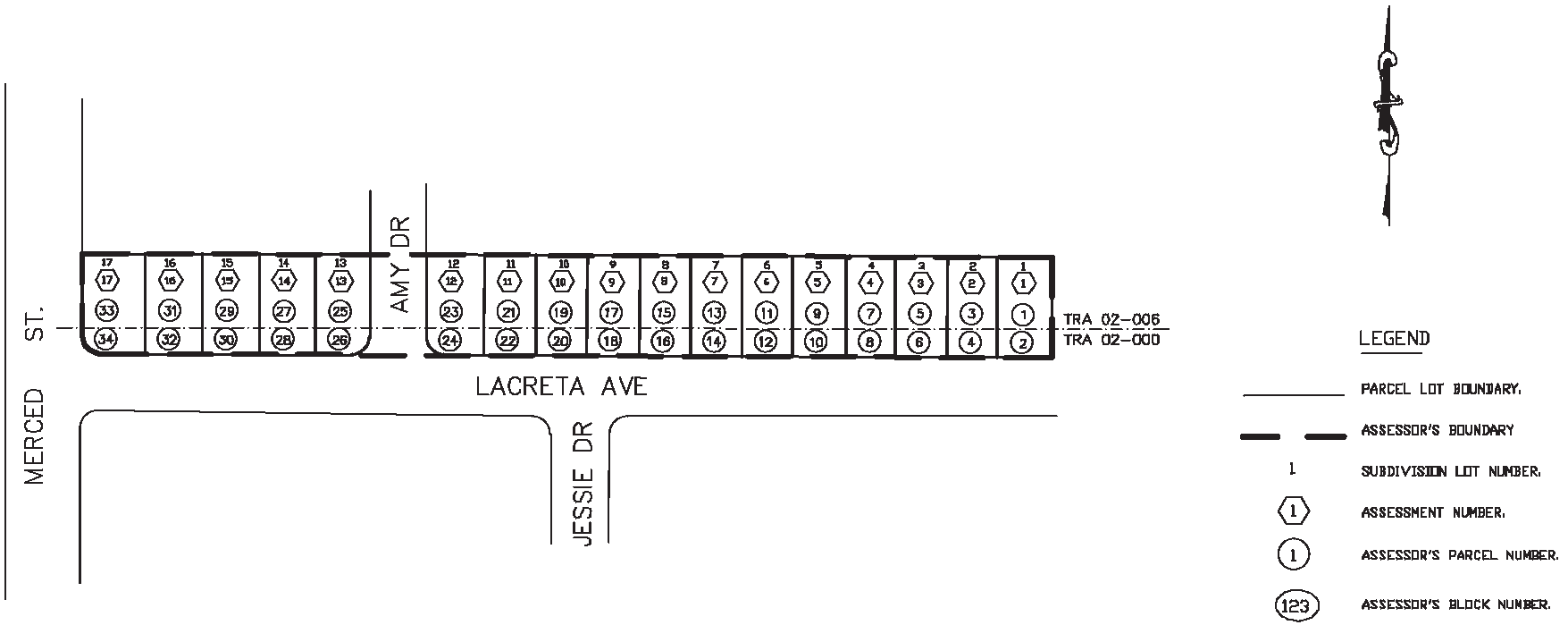
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 18
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

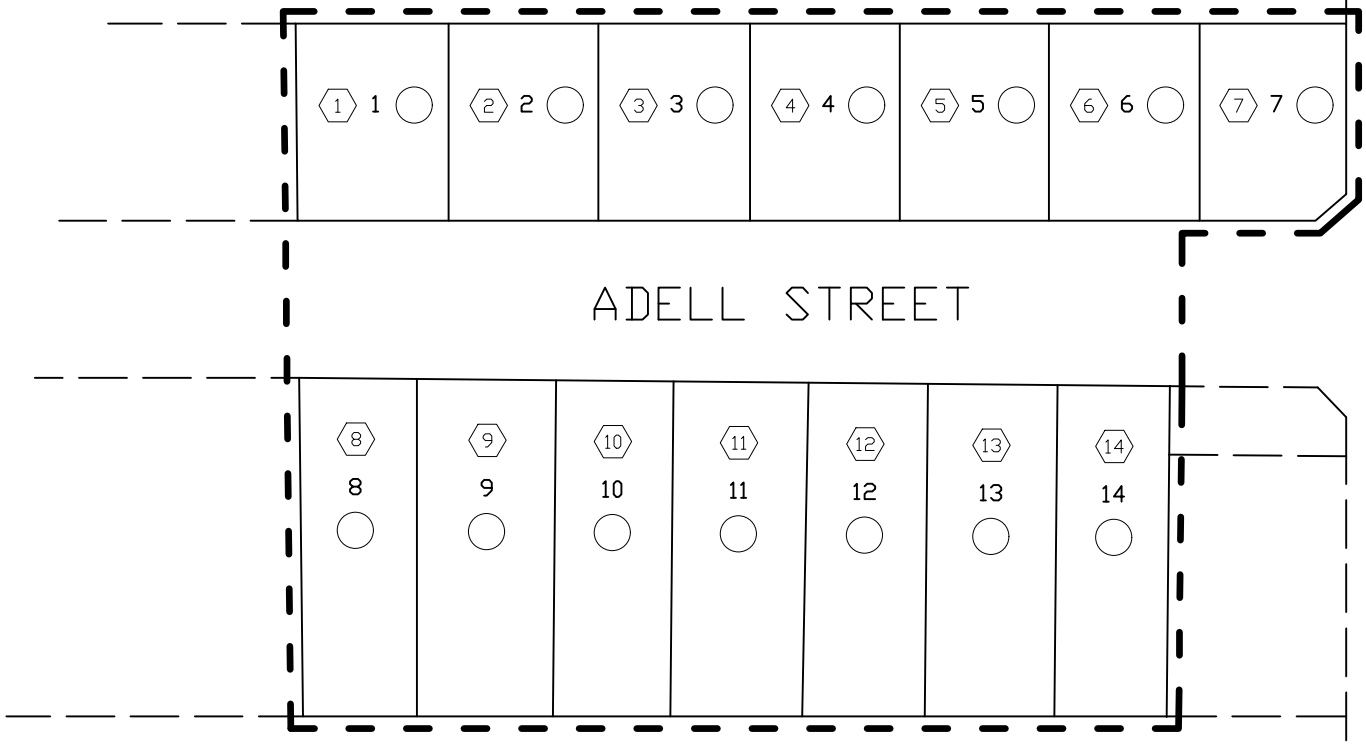
CITY OF MADERA
LINCOLN PLACE
PHASES 1, 2 AND 3
REV. JULY 2010



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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LA JOLLA
PHASE 1
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL LETTER/NUMBER
- (1) ASSESSMENT NUMBER
- (1) APN NUMBER.

NTS

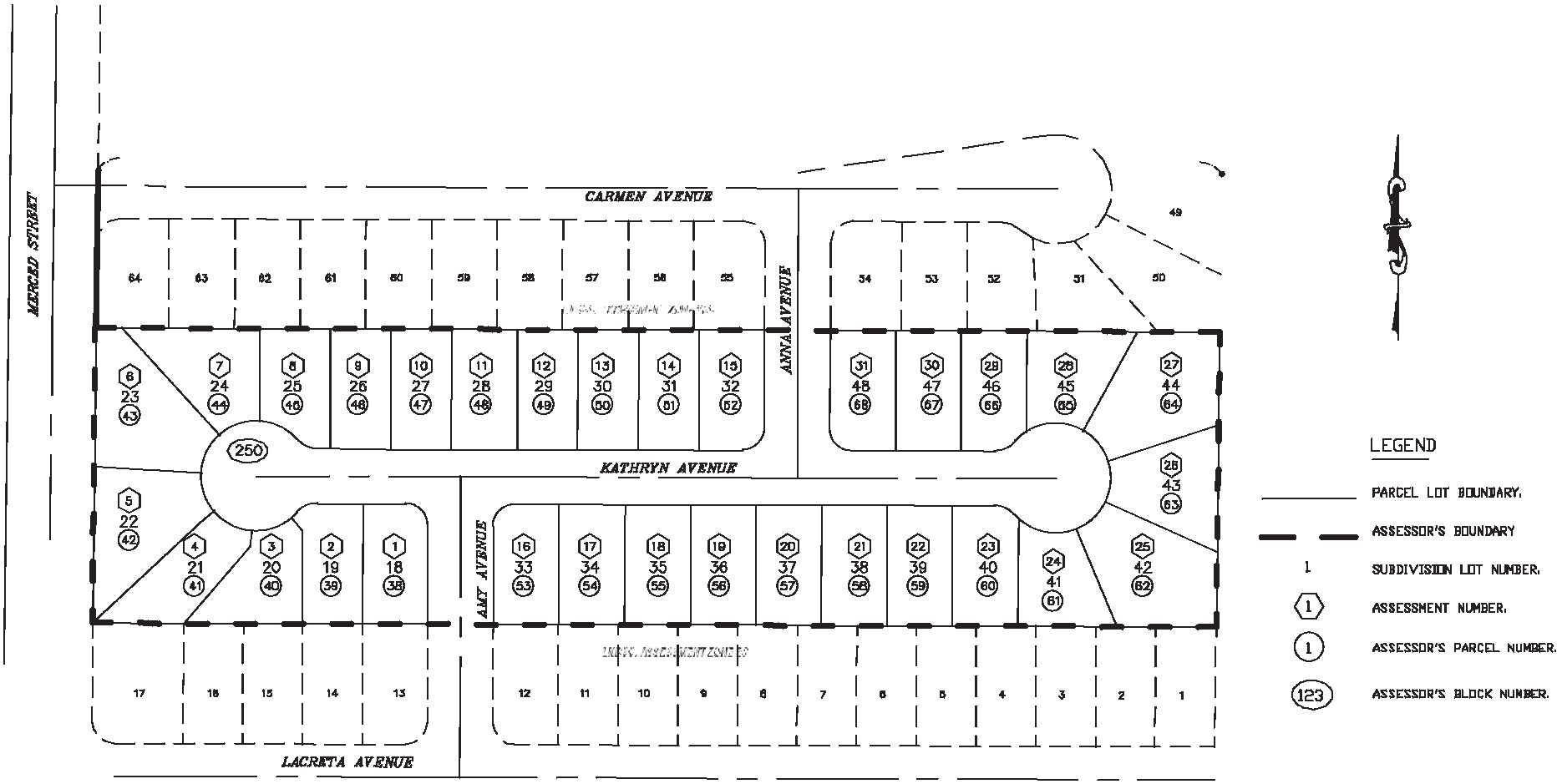
ASSESSMENT DIAGRAM
INCLUSION OF SUBDIVISION 18-S-01
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

BELLAVA & BERK HOMES
SUBDIVISION 18-S-01

REV. NOVEMBER 2019

276



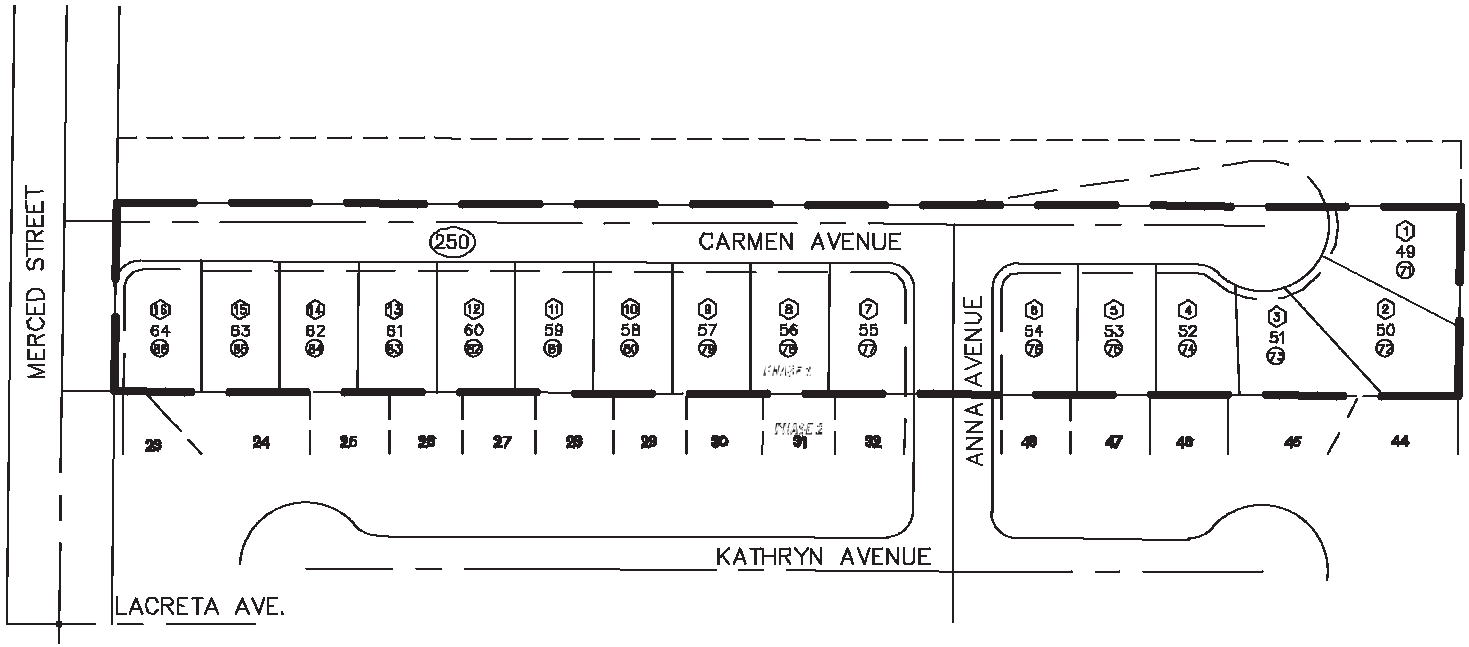
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LA JOLLA
PHASE 2

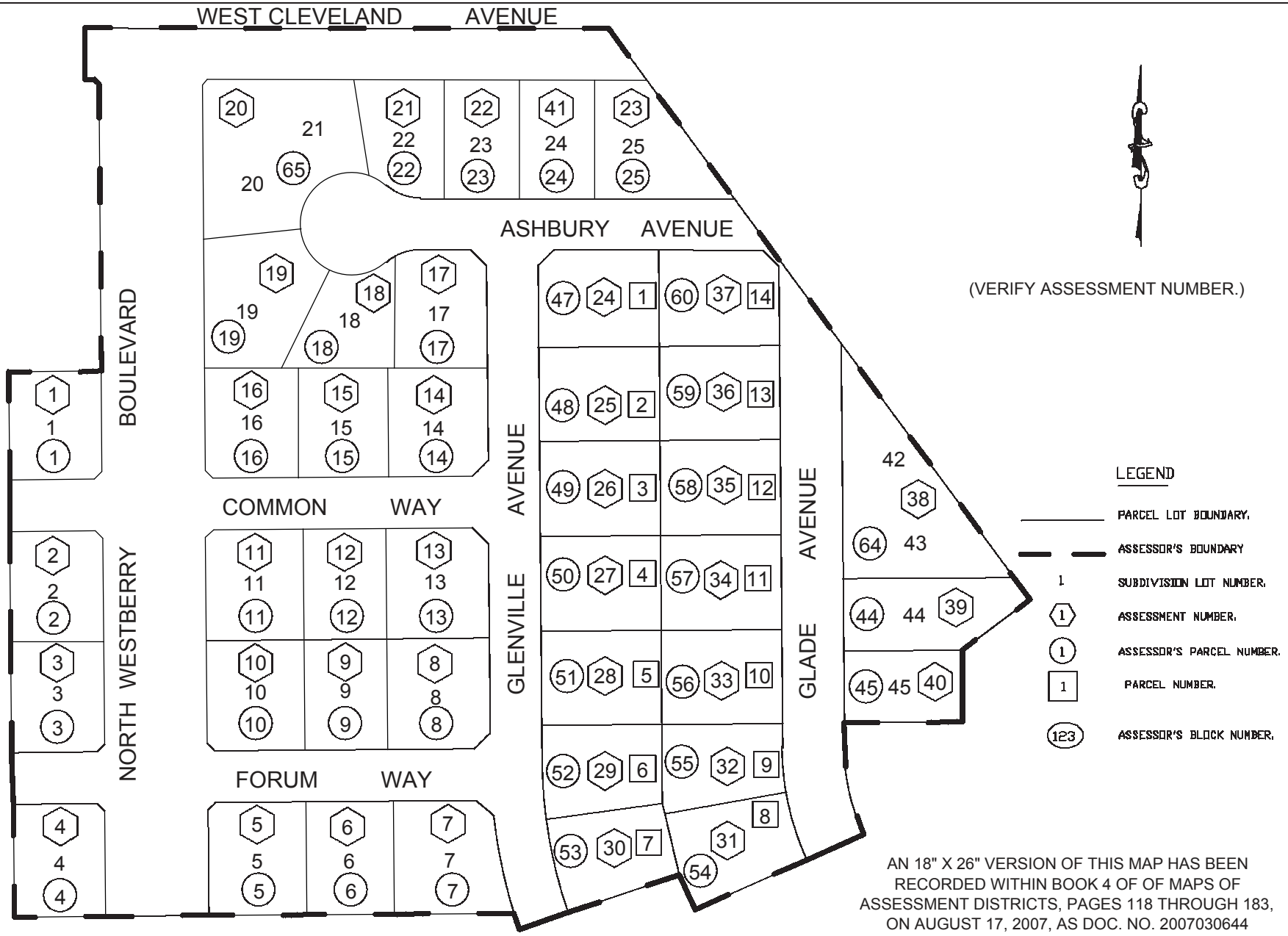
REV. JULY 2010



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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

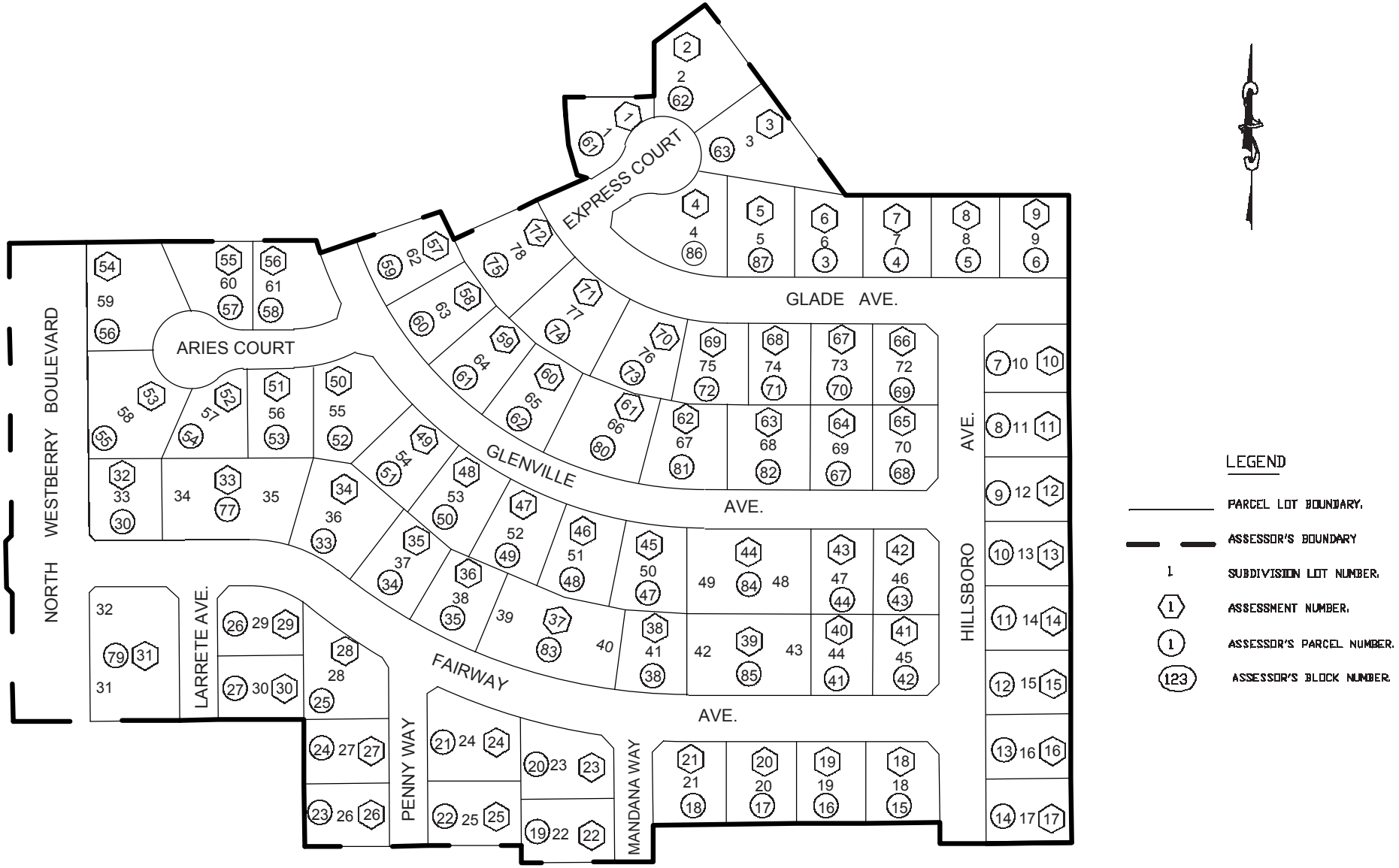
CITY OF MADERA
LA JOLLA
PHASE 3
REV. JULY 2010



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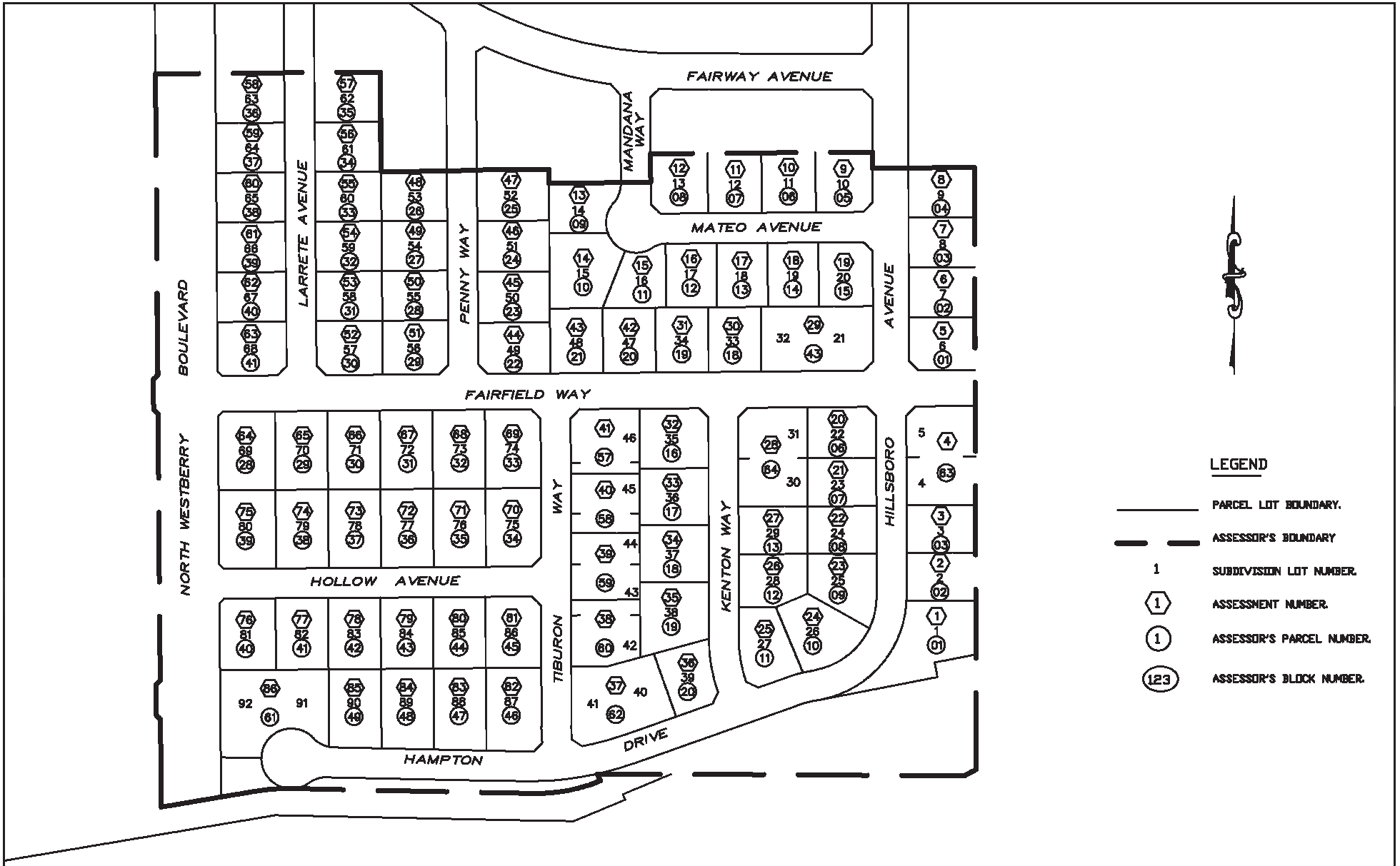
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE-21A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH
Phase I
REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE-21B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

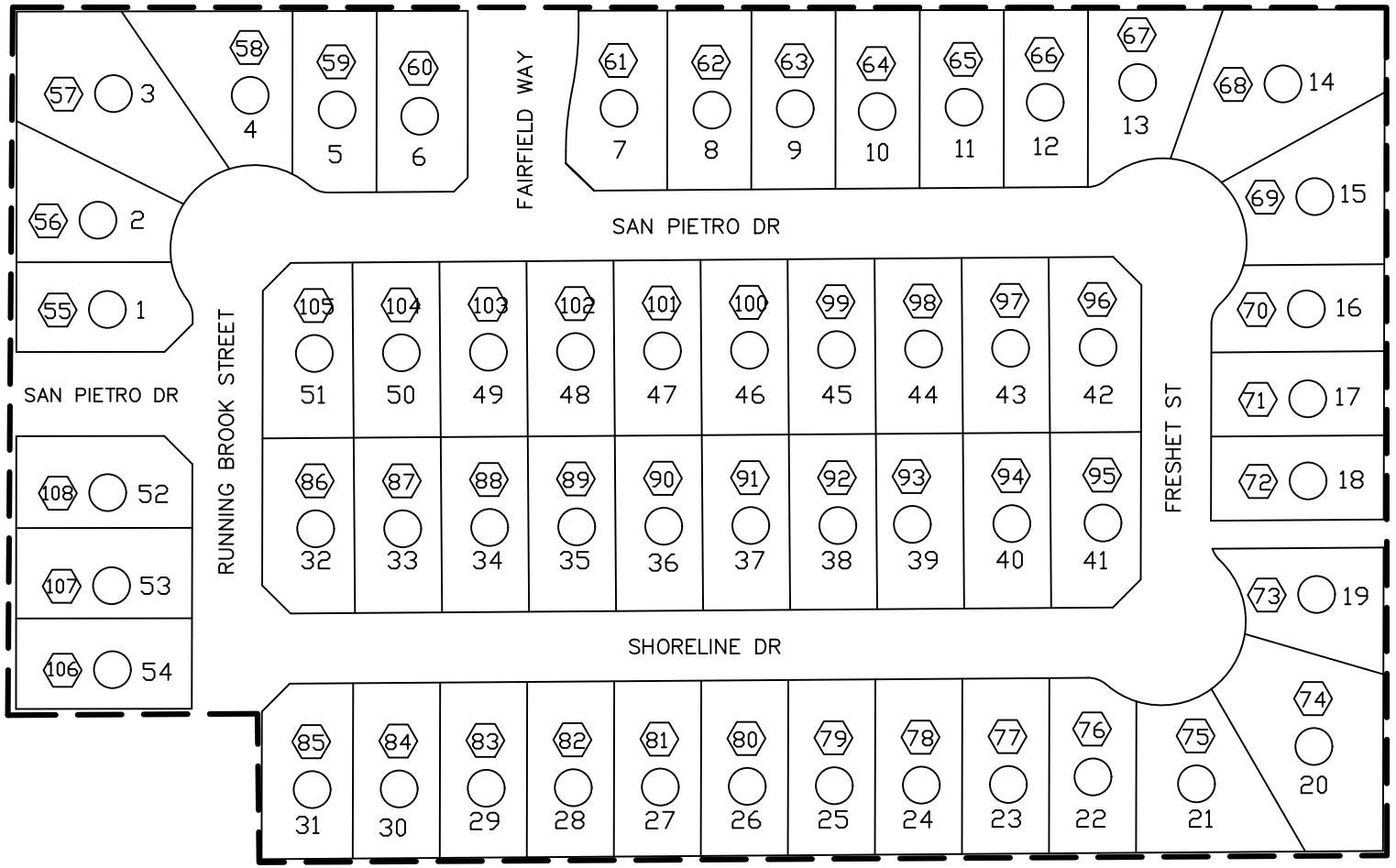
CITY OF MADERA
HOME RANCH Phase II
REV. APRIL 2015



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH
PHASE III
REV. JULY 2009

EXHIBIT "B"

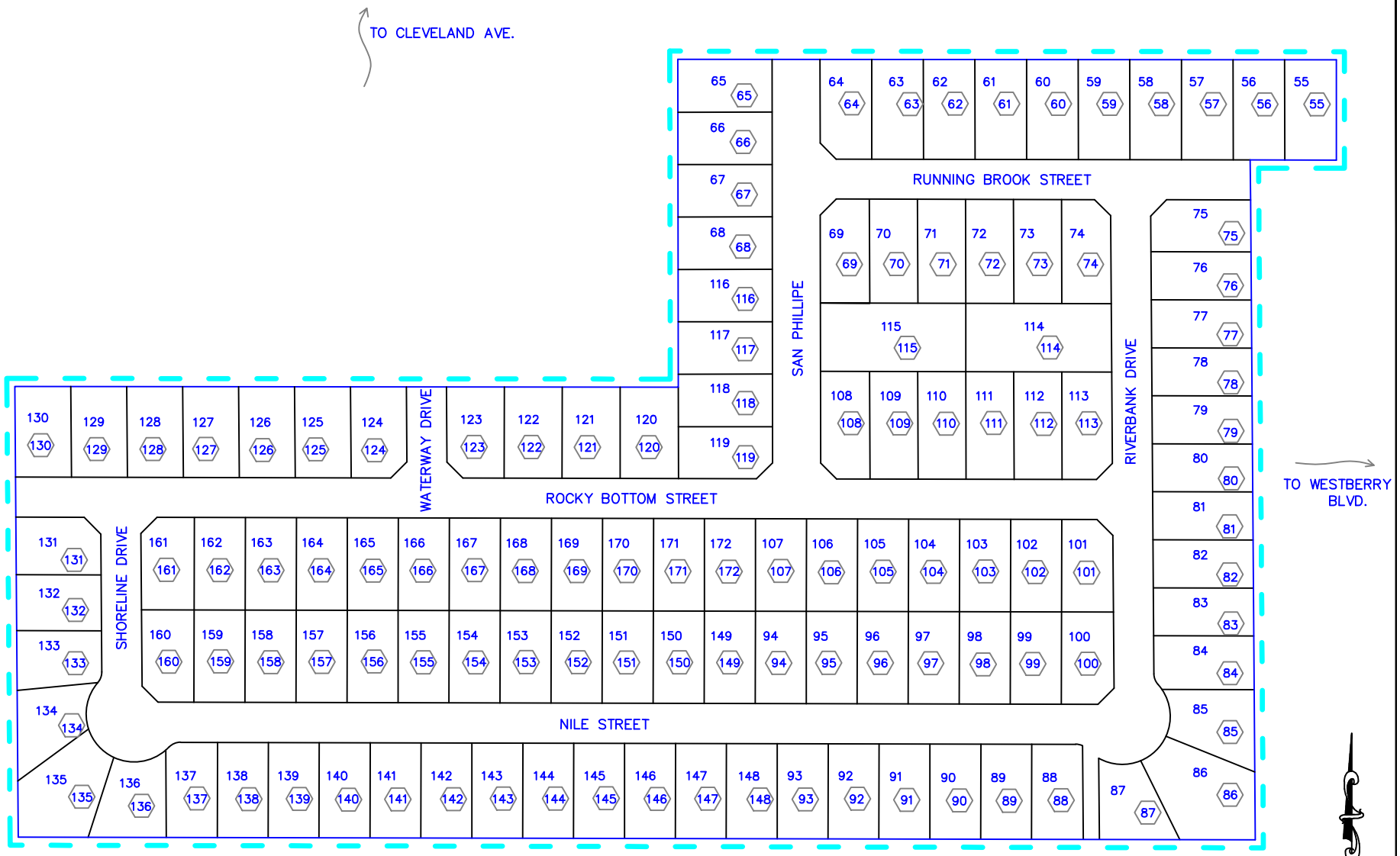


LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
⬡1	ASSESSMENT NUMBER.
(1)	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21 D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
MELANIE MEADOWS PHASE I
REV. NOV 2018



ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21D

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

MELANIE MEADOWS II & III
SUBDIVISION 19-S-04

REV. OCTOBER 2019



SEE PAGE 2

PAGE 1 OF 2

LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

NTS

ASSESSMENT DIAGRAM
INCLUSION OF RANCHO SANTA FE - TRACT 19-S-06
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

RANCHO SANTA FE
TRACT 19–S–06

REV. MARCH 2020



SEE PAGE 1

PAGE 2 OF 2

LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

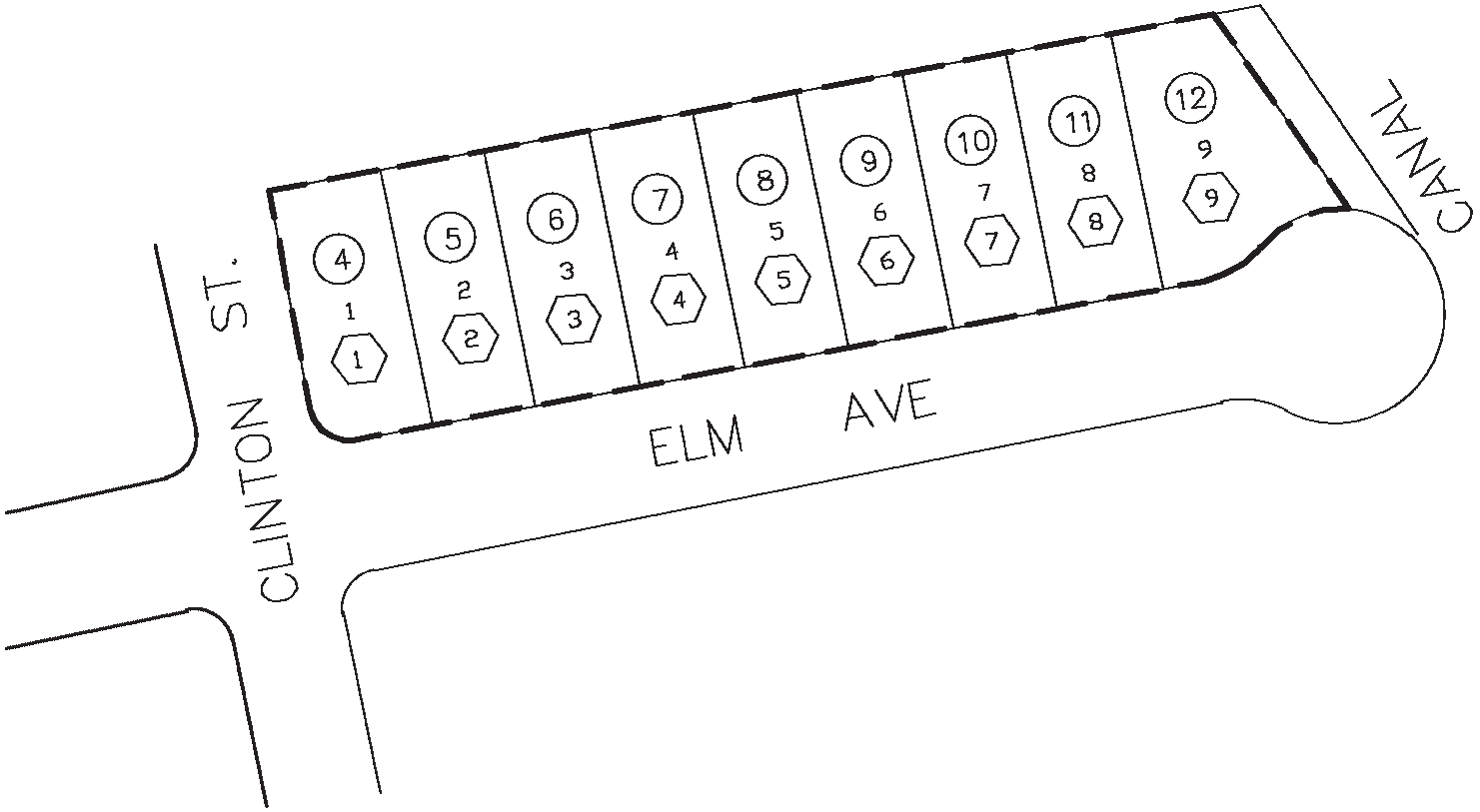
NTS

ASSESSMENT DIAGRAM
INCLUSION OF RANCHO SANTA FE - TRACT 19-S-06
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

RANCHO SANTA FE
TRACT 19–S–06

REV. MARCH 2020



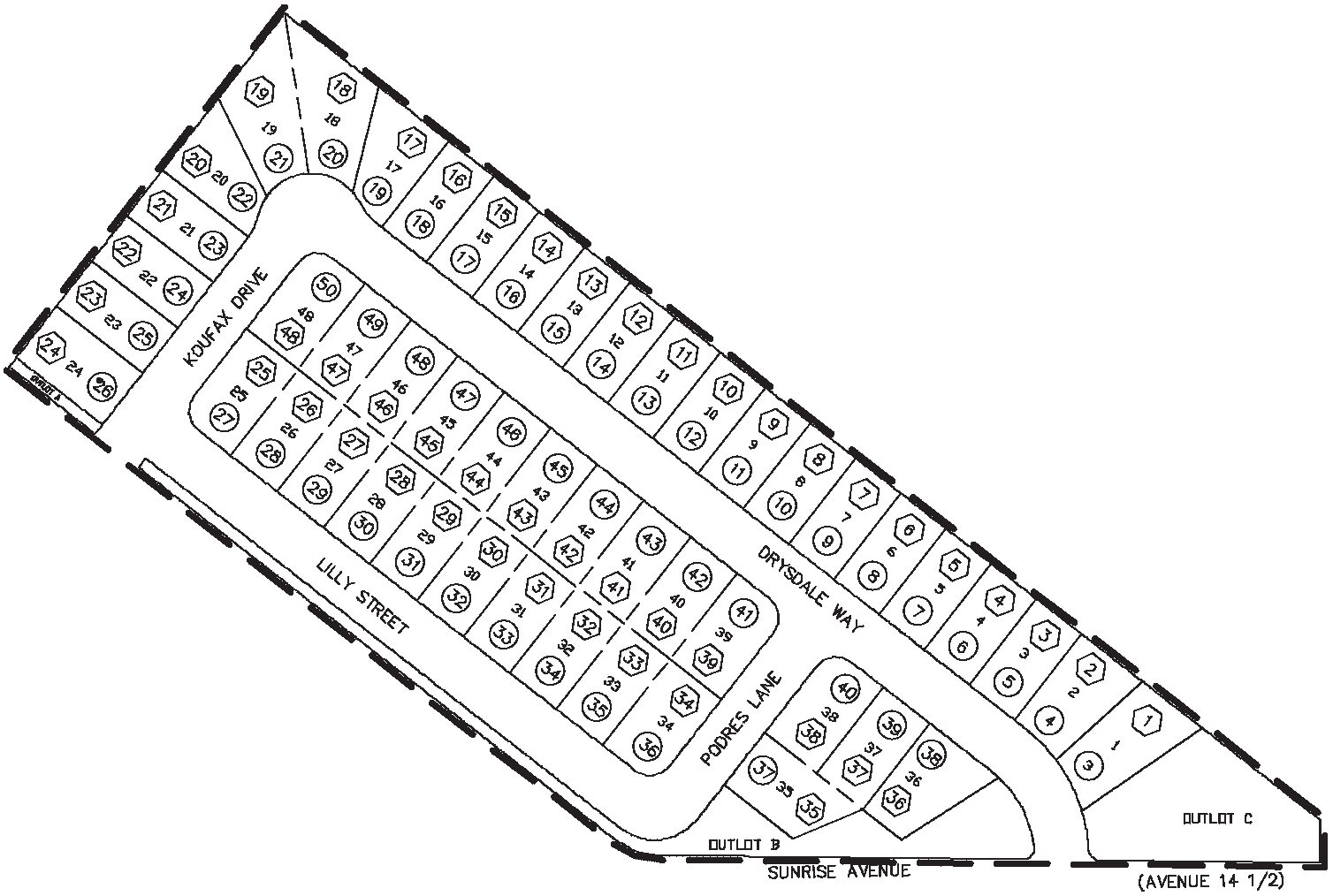
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 23
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ELM ESTATES II SUBDIVISION
REV. JULY 2010



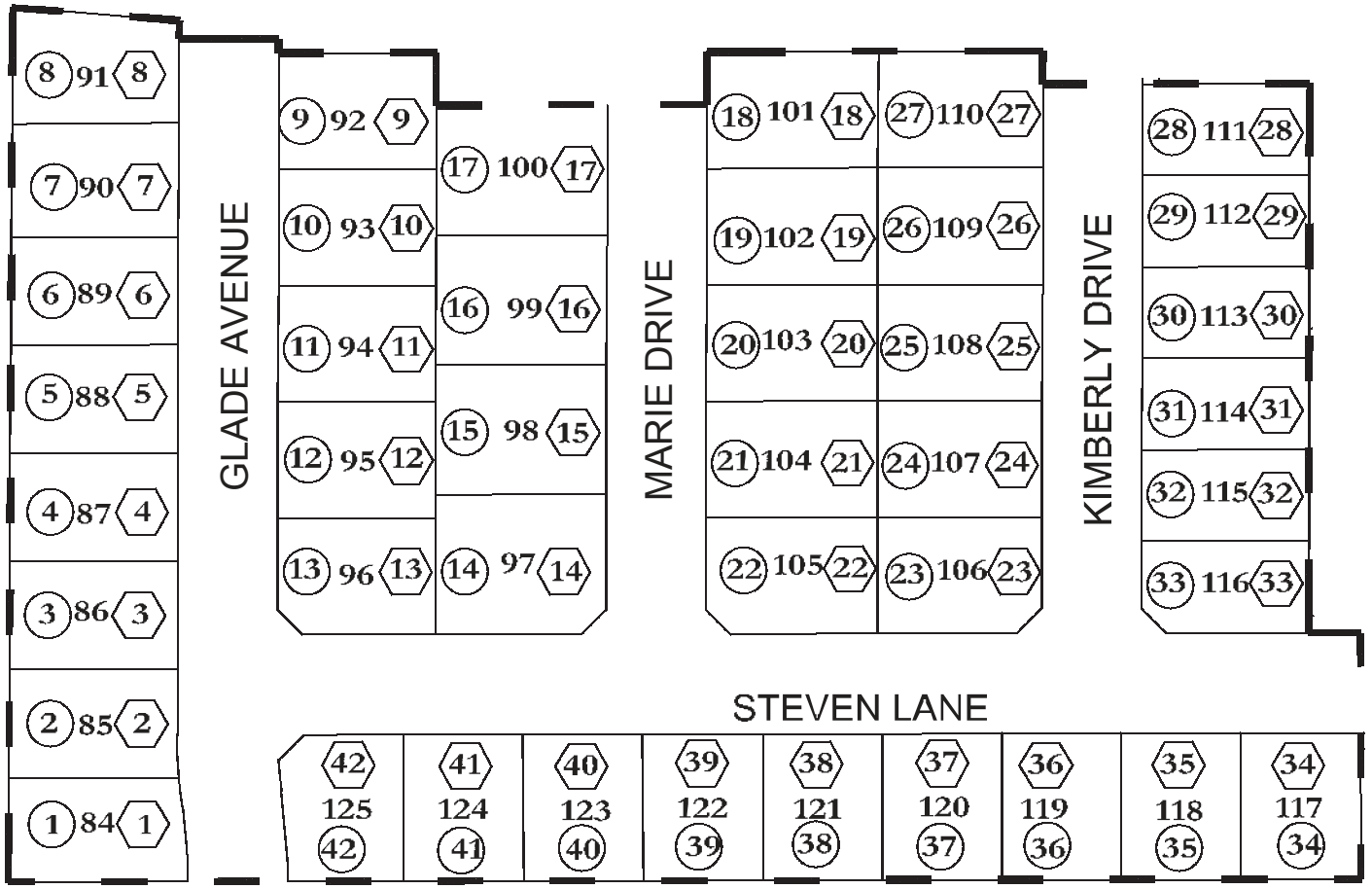
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 24
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VISTA DEL SIERRA SUBDIVISION
REV. JULY 2010



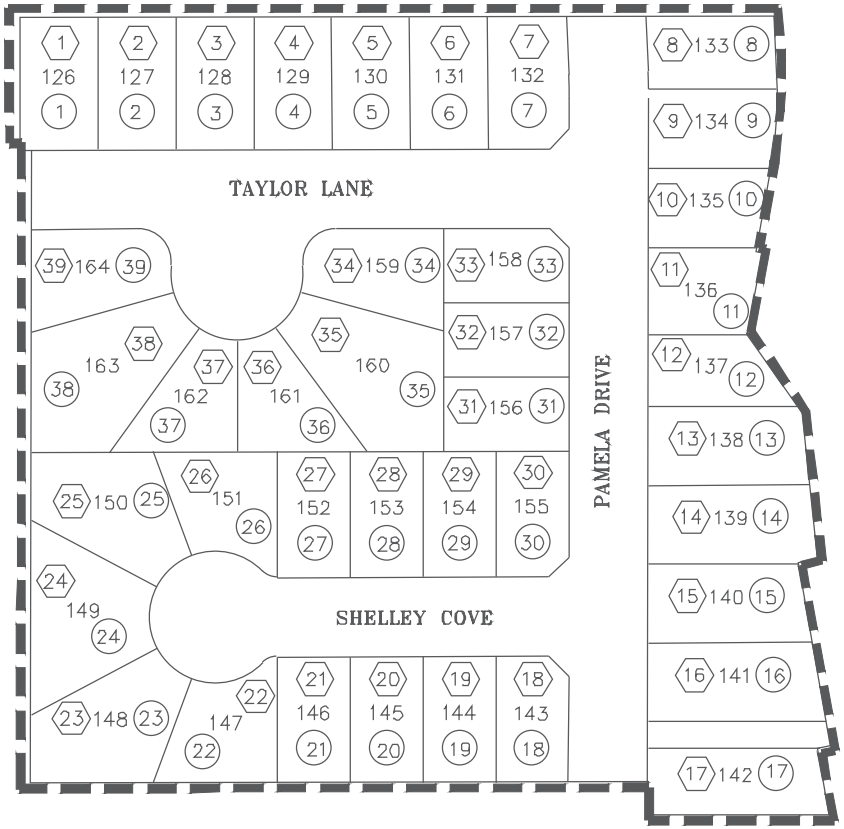
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 25C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
COTTONWOOD III
REV. JULY 2010



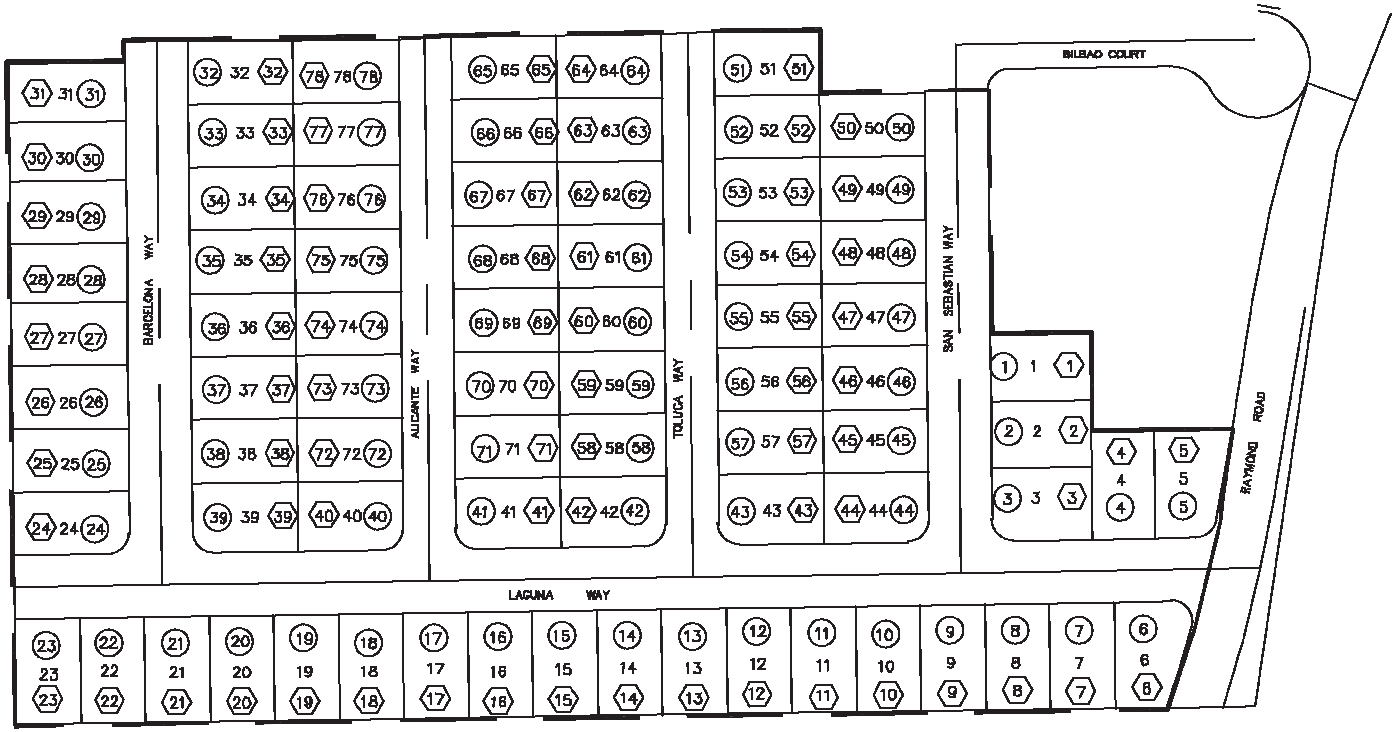
LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

SCALE: NTS

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 25D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
COTTONWOOD ESTATES
PHASE 4
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

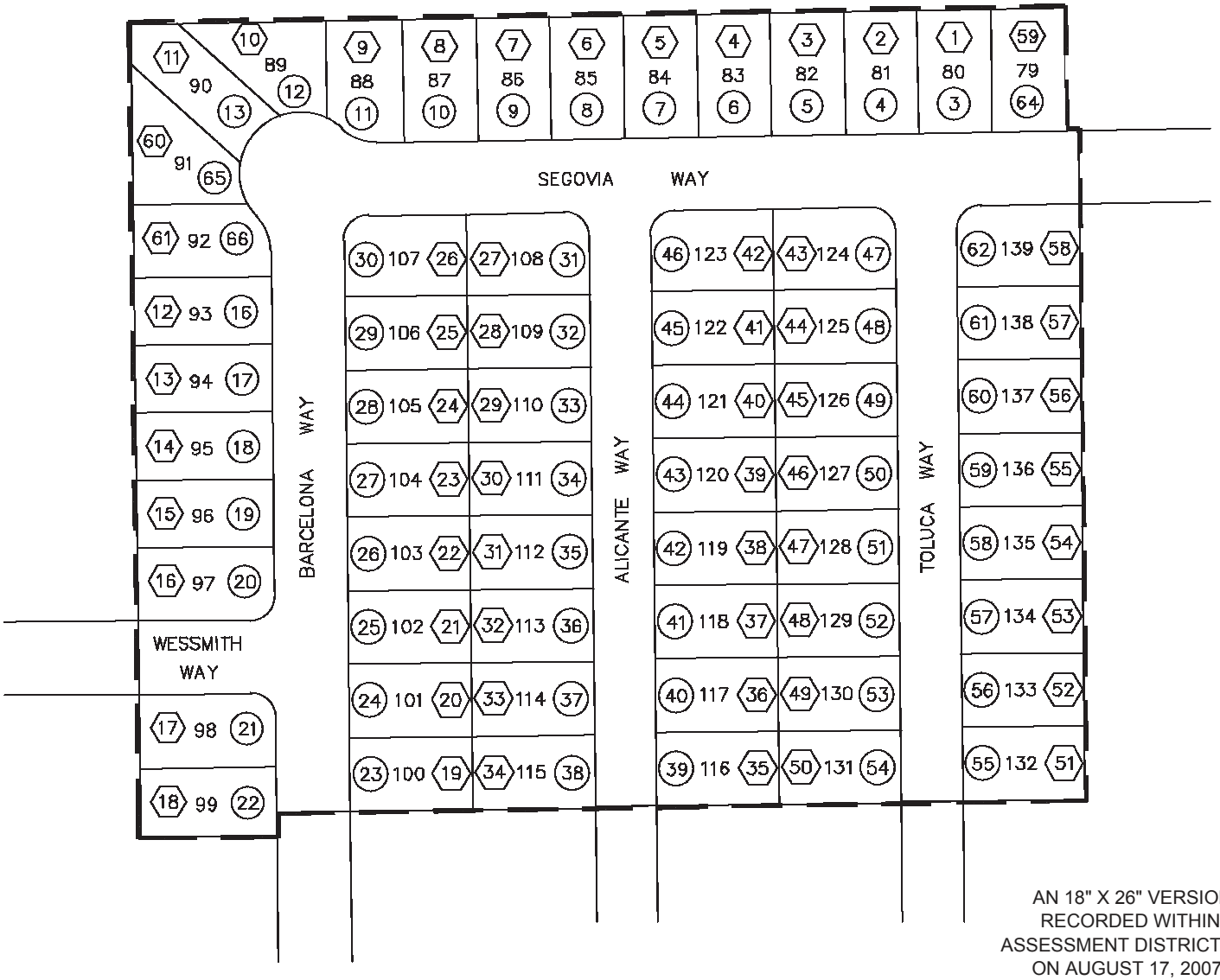
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CORDOVA ESTATES
PHASES 1 AND 2

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CORDOVA ESTATES PHASE III
REV. JULY 2010



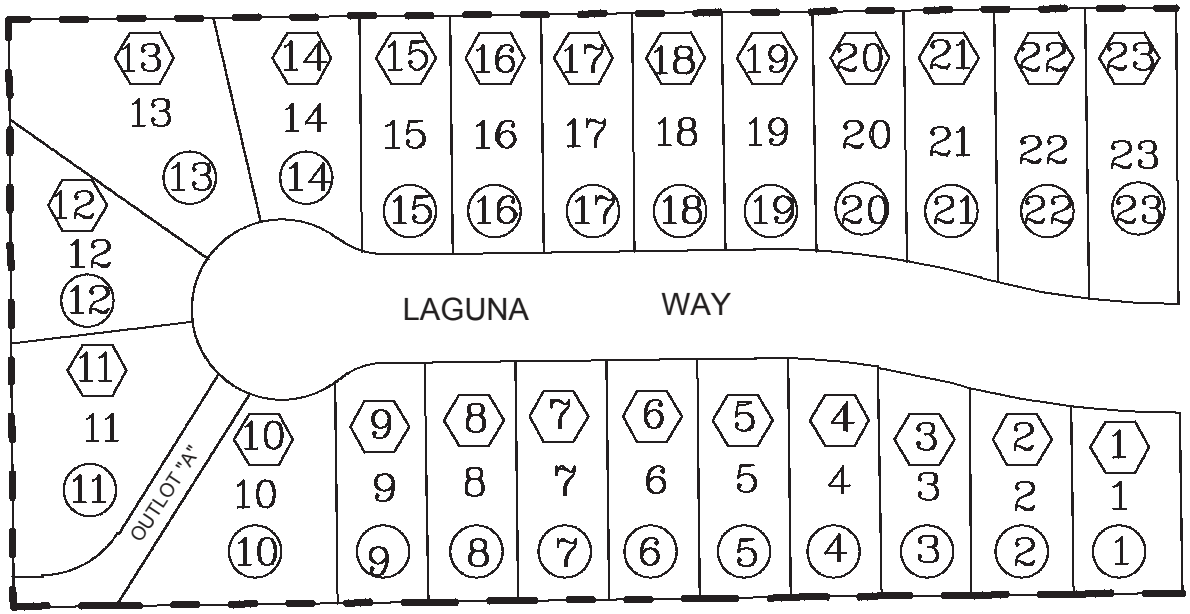
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CORDOVA ESTATES
PHASE IV
REV. JULY 2010



N

LEGEND

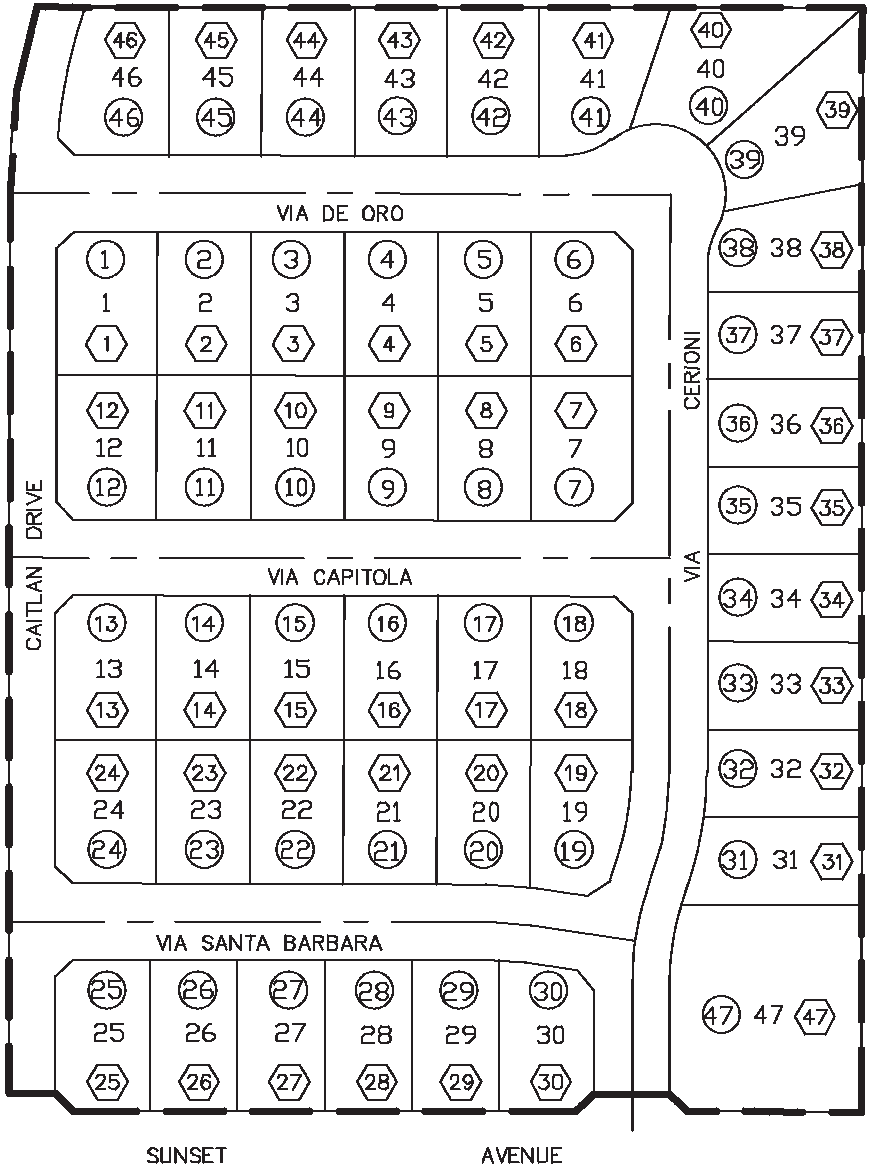
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
OAKWOOD ESTATES
REV. JULY 2010

291





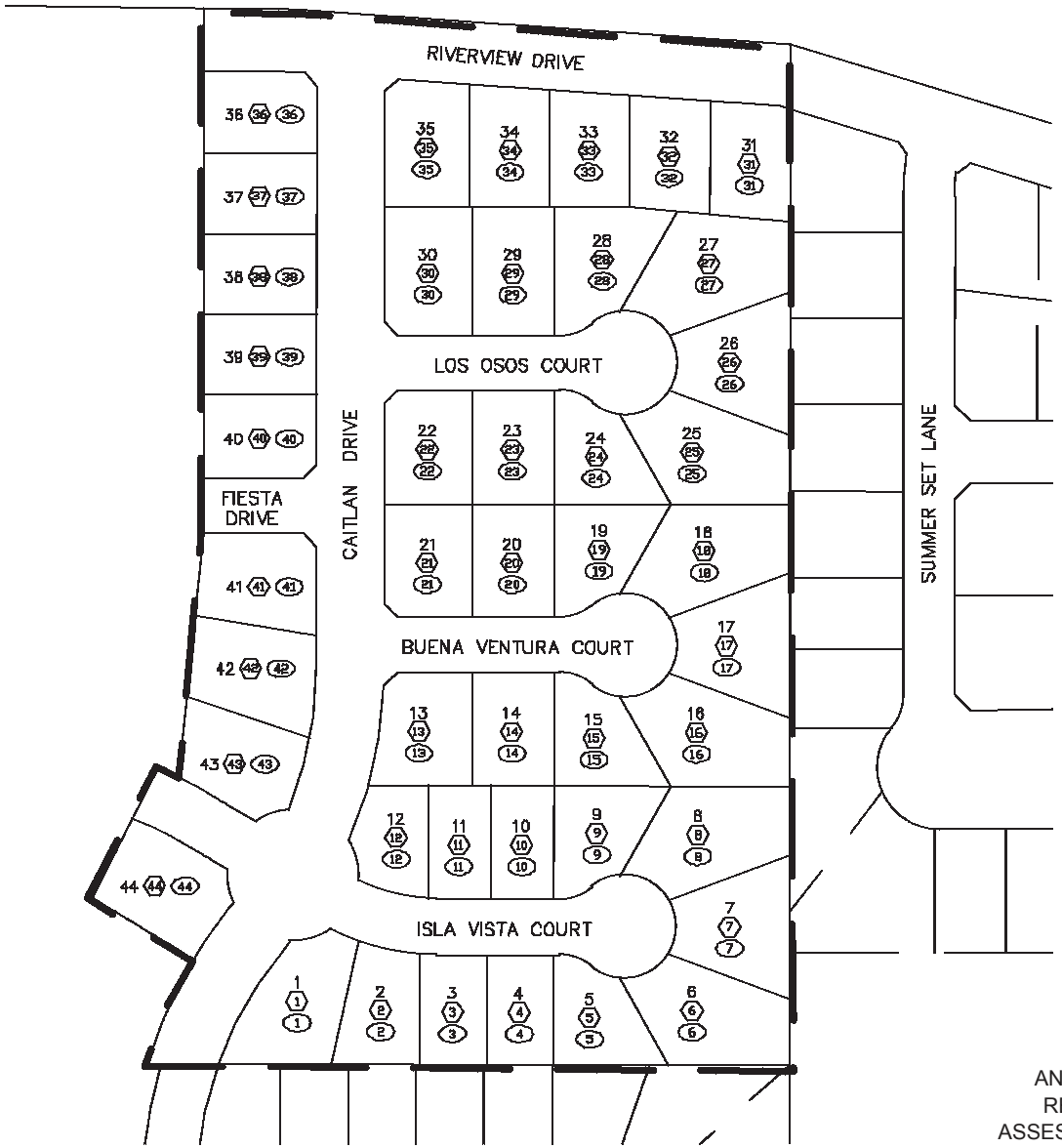
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 27
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VINEYARD WEST I SUBDIVISION
REV. JULY 2010





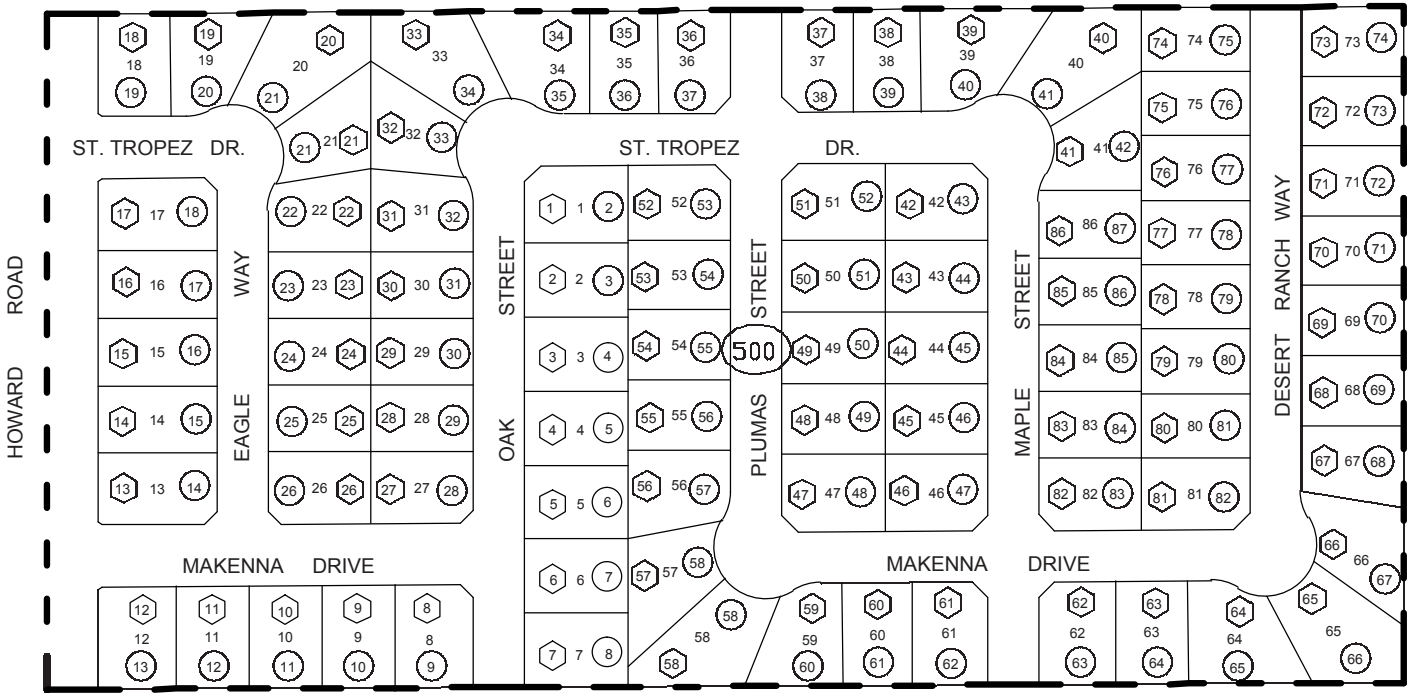
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 27B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VINEYARD WEST II SUBDIVISION
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

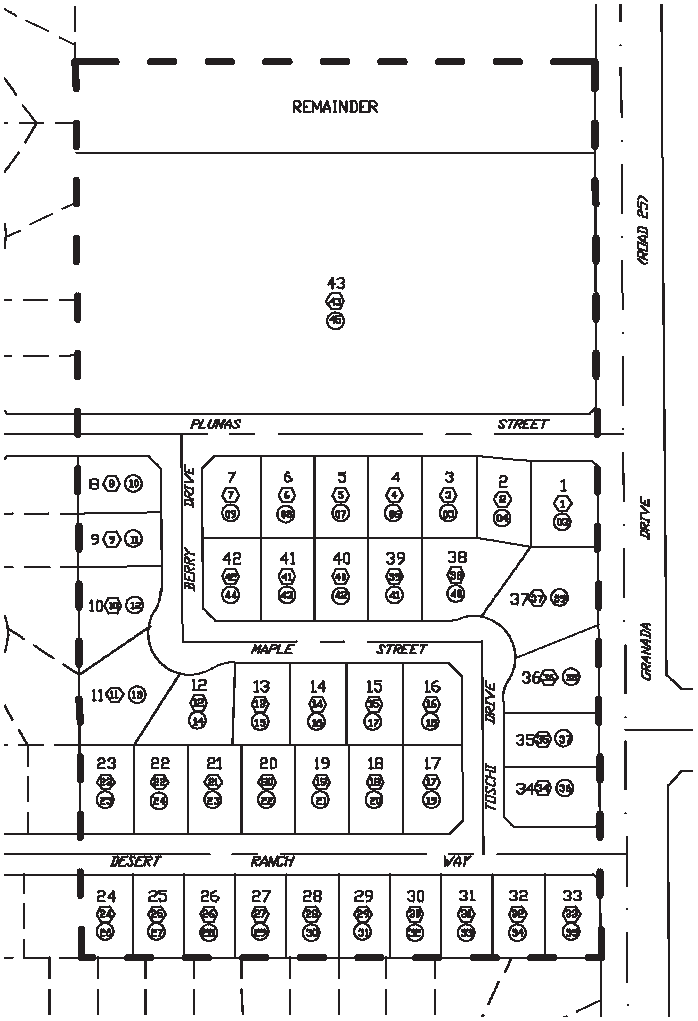
AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 28
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO XII

REV. JULY 2010





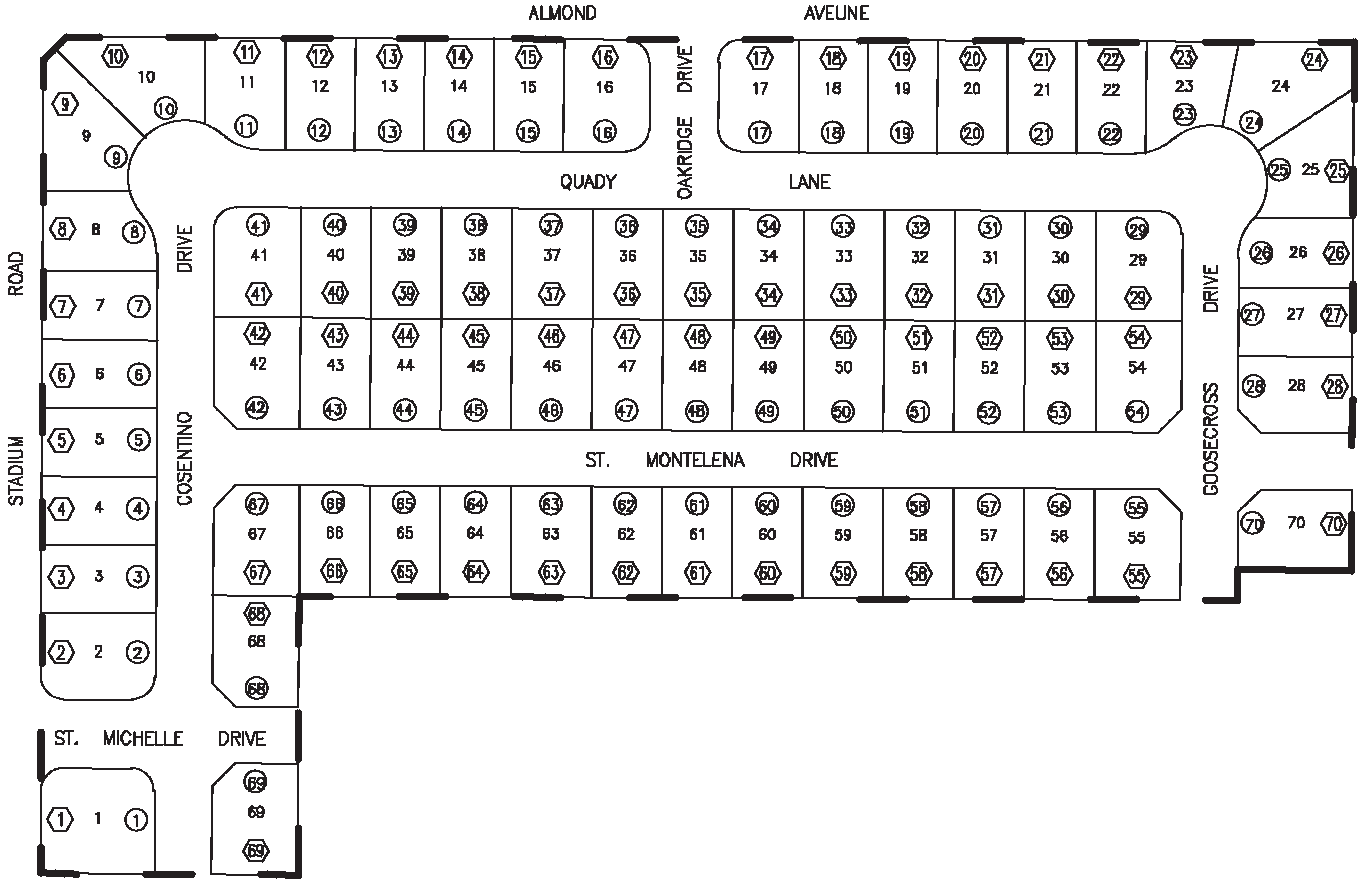
LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN
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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 28B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO XIII SUBDIVISION
REV. JULY 2010





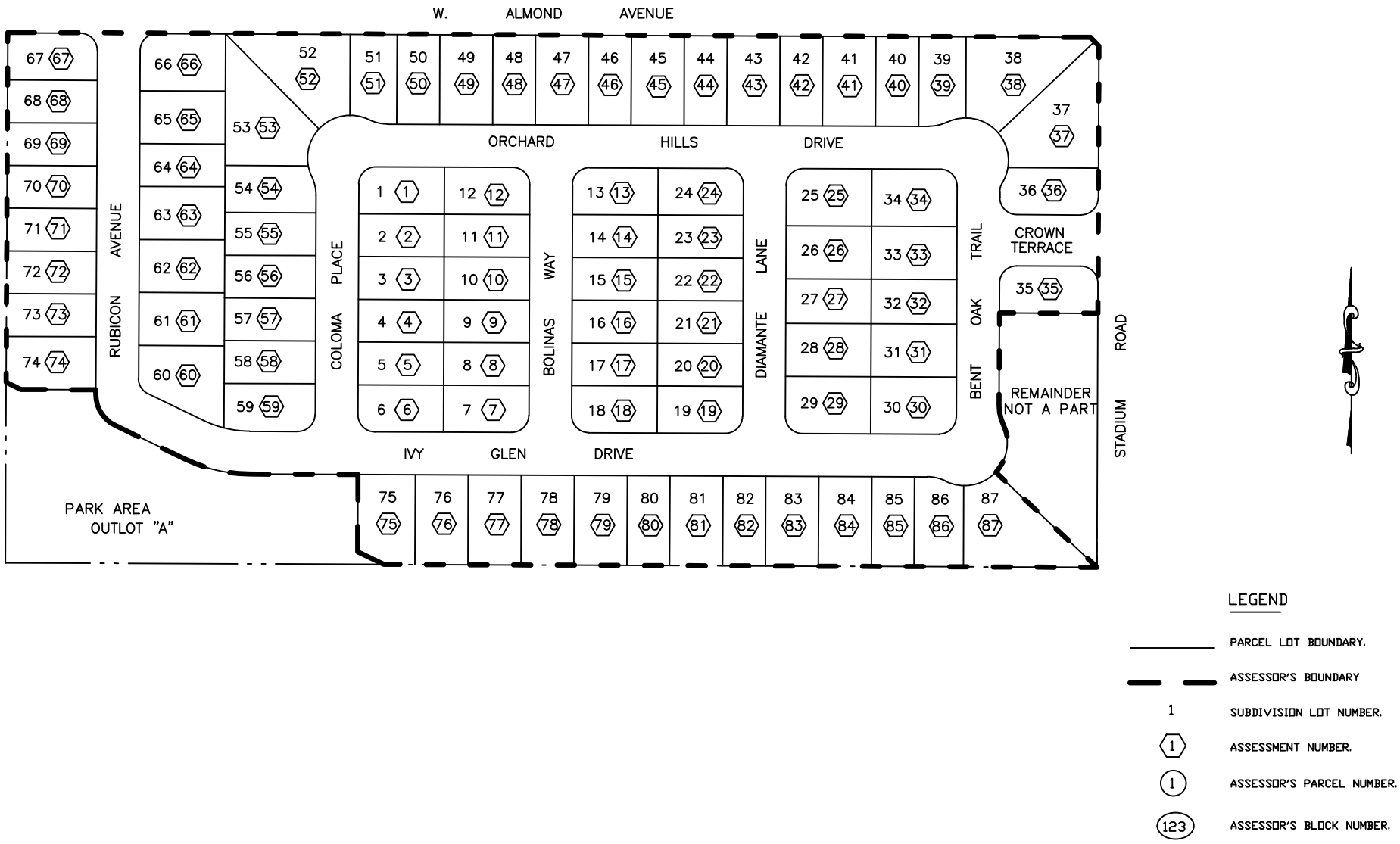
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS PHASE I
REV. JULY 2010



LEGEND

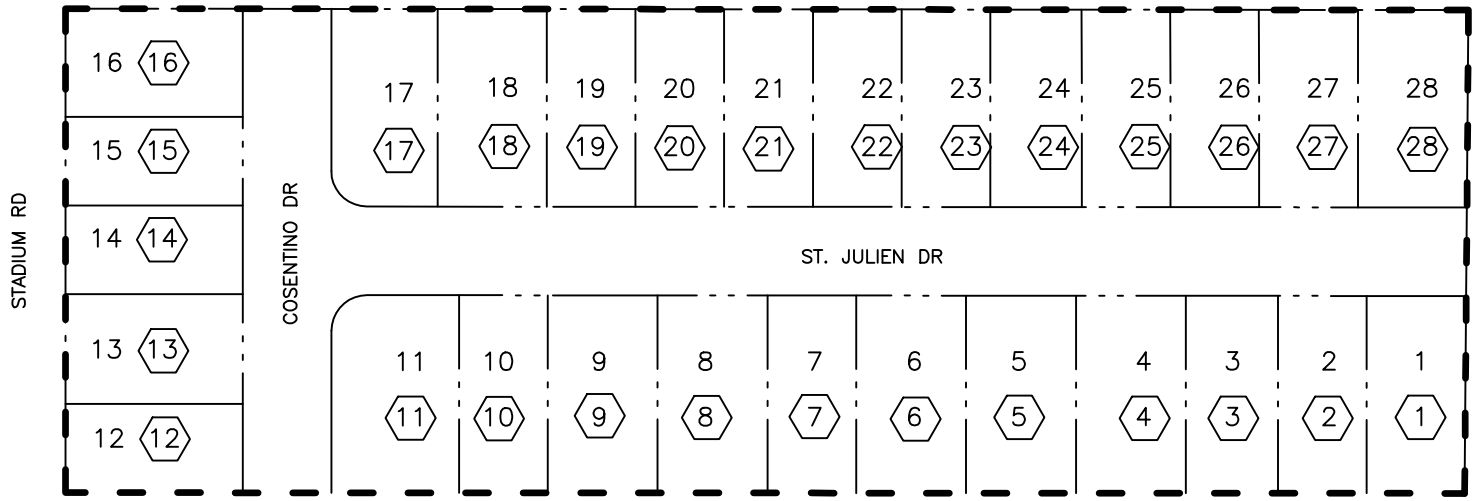
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LA SPEZIA II SUBDIVISION

REV. OCT. 2020



LEGEND

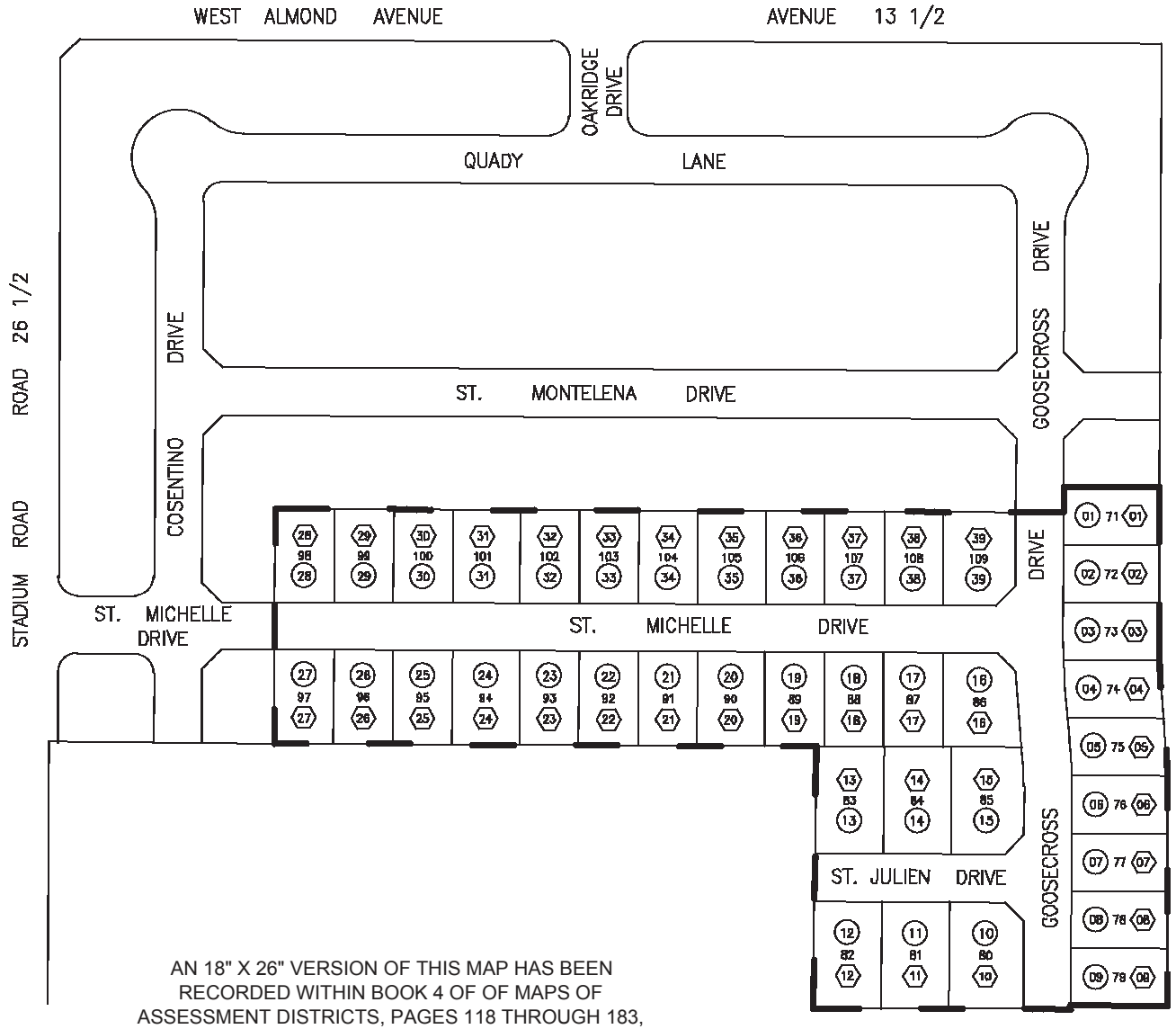
———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
⬡1	ASSESSMENT NUMBER.
(1)	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LA SPEZIA III SUBDIVISION

REV. OCT. 2020



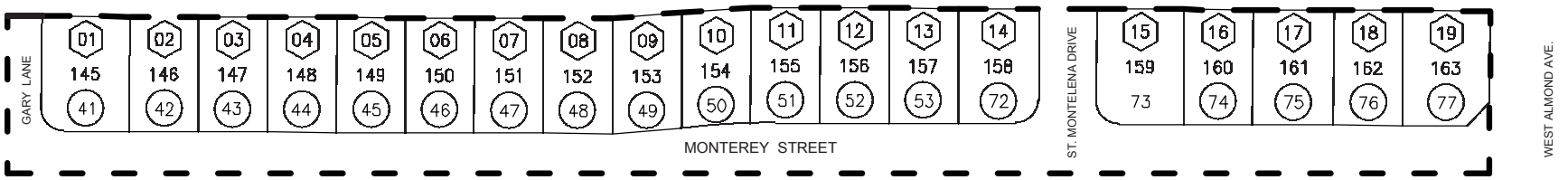
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS II
REV. JULY 2010



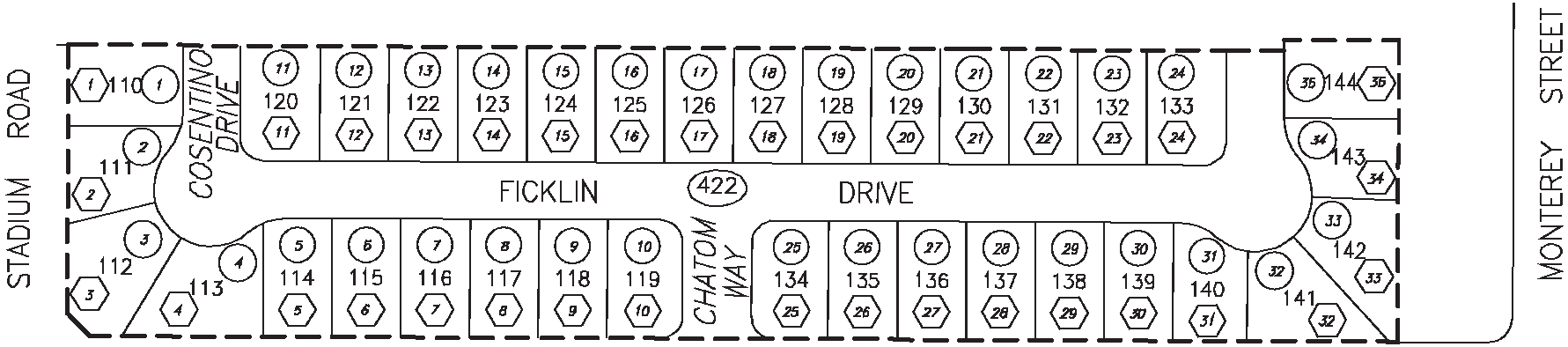
LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS PHASE III
REV. JULY 2010



LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(###)	ASSESSOR'S BLOCK NUMBER

SCALE: NTS

ASSESSMENT DIAGRAM

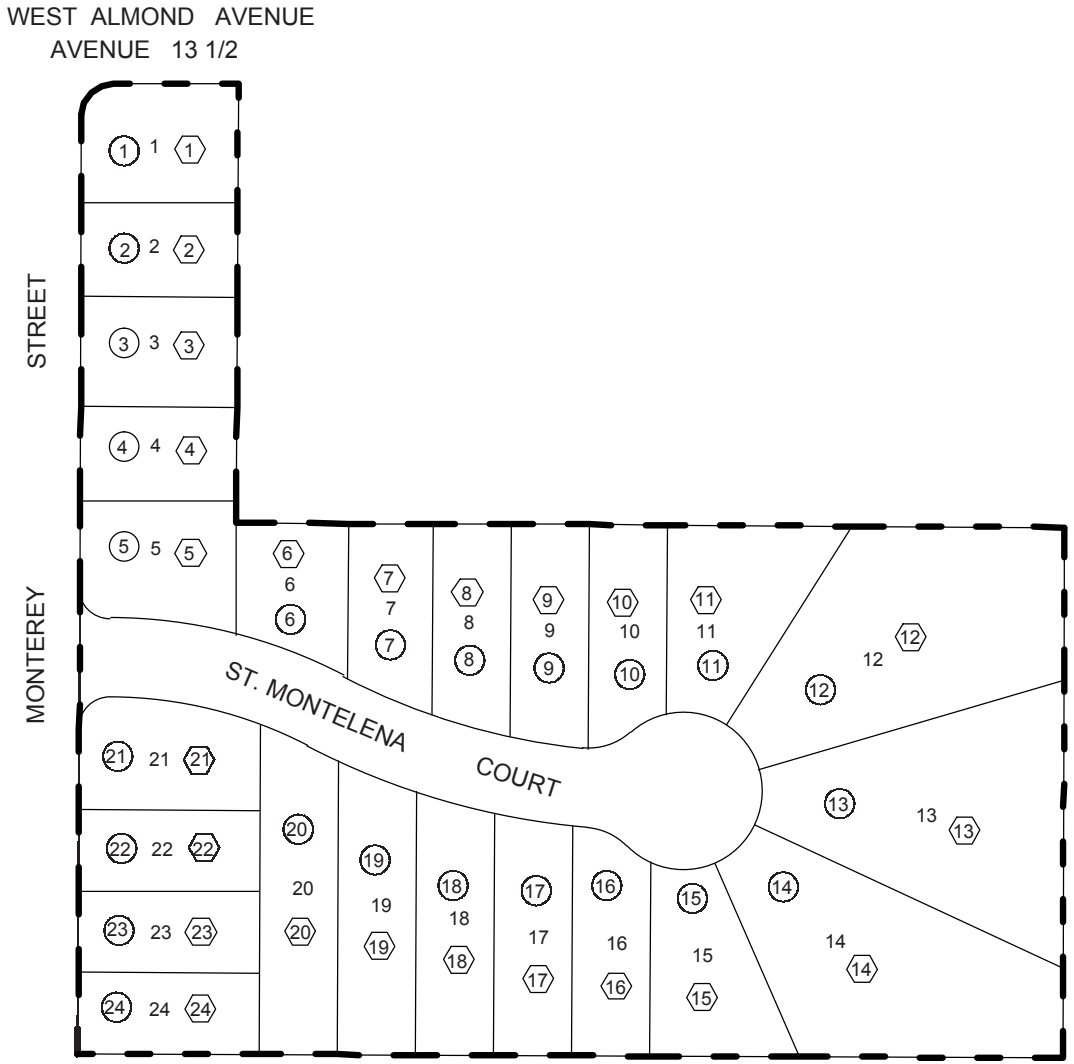
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29D

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CHATEAU AT THE VINEYARDS PHASE IV

REV. JULY 2010





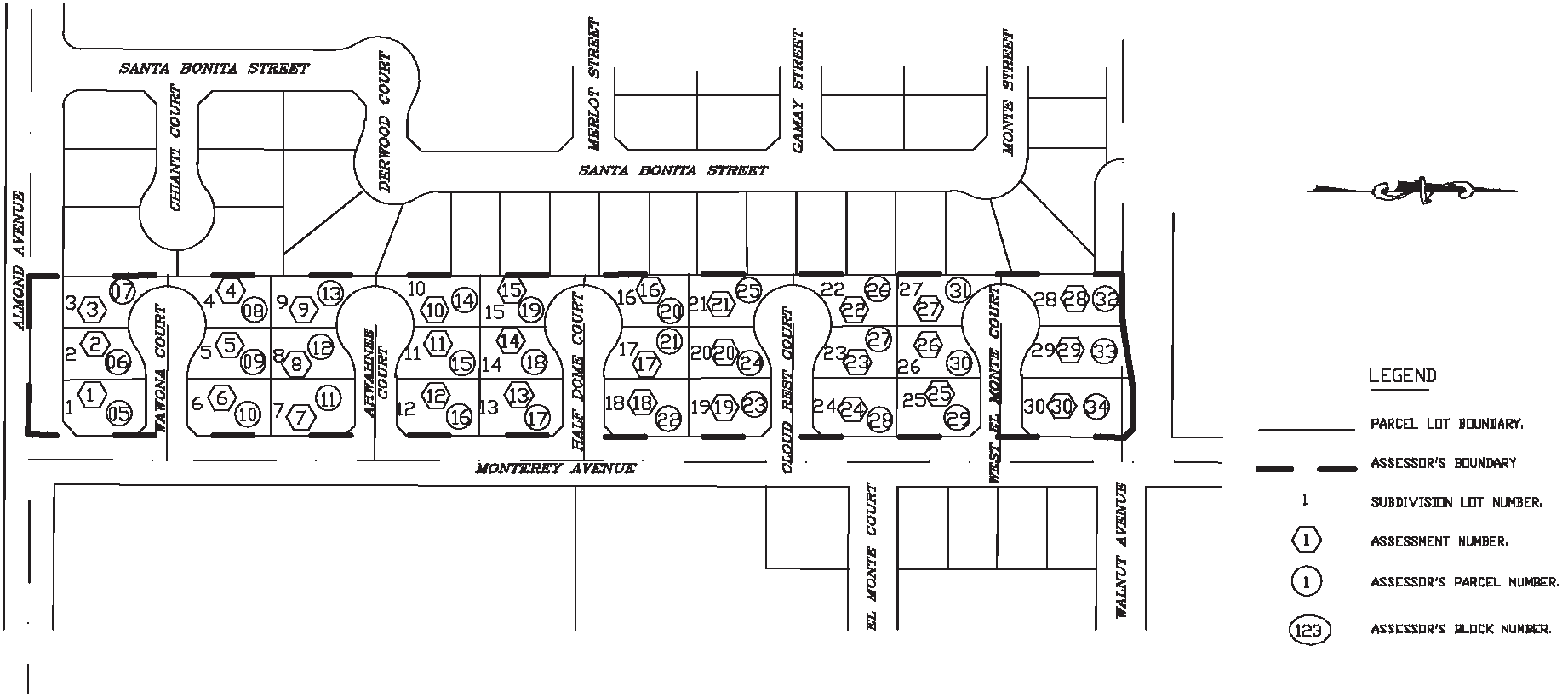
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS EAST
REV. JULY 2010



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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 30
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
YOSEMITE ESTATES SUBDIVISION
REV. JULY 2010



LEGEND

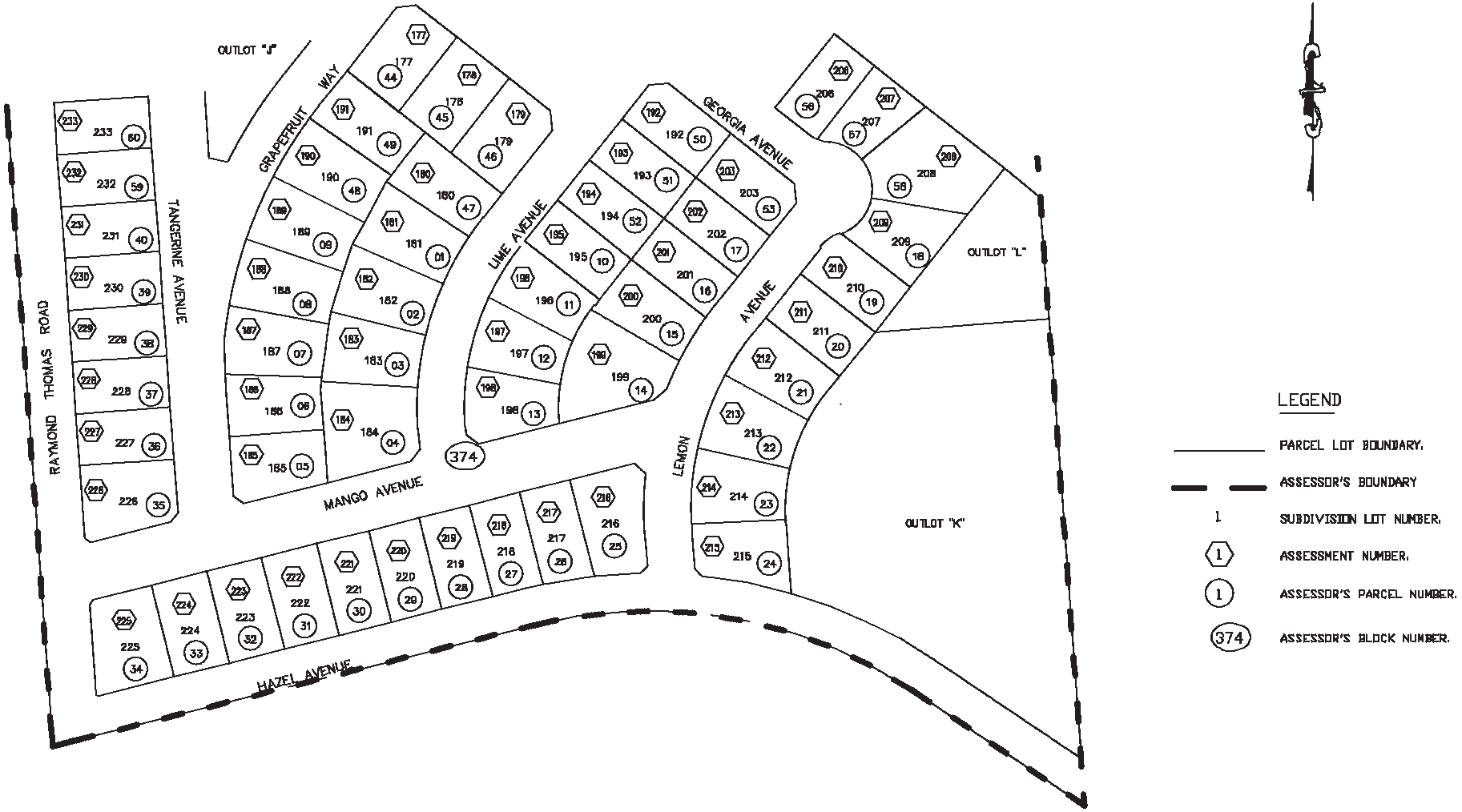
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 31A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
THE HIGHLANDS AT RANCHO VALENCIA PHASE I
REV. JULY 2010

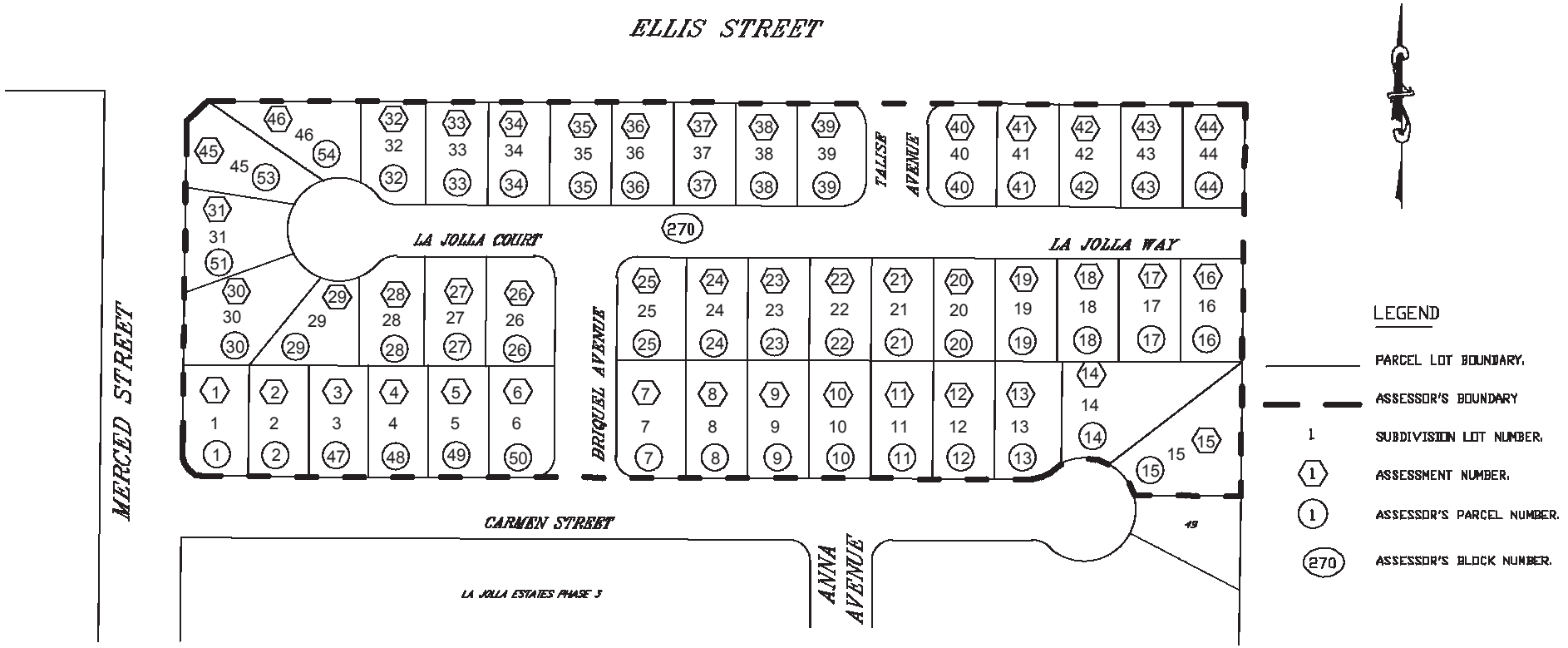
SEE PAGE 3



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 31B (PAGE 4 of 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

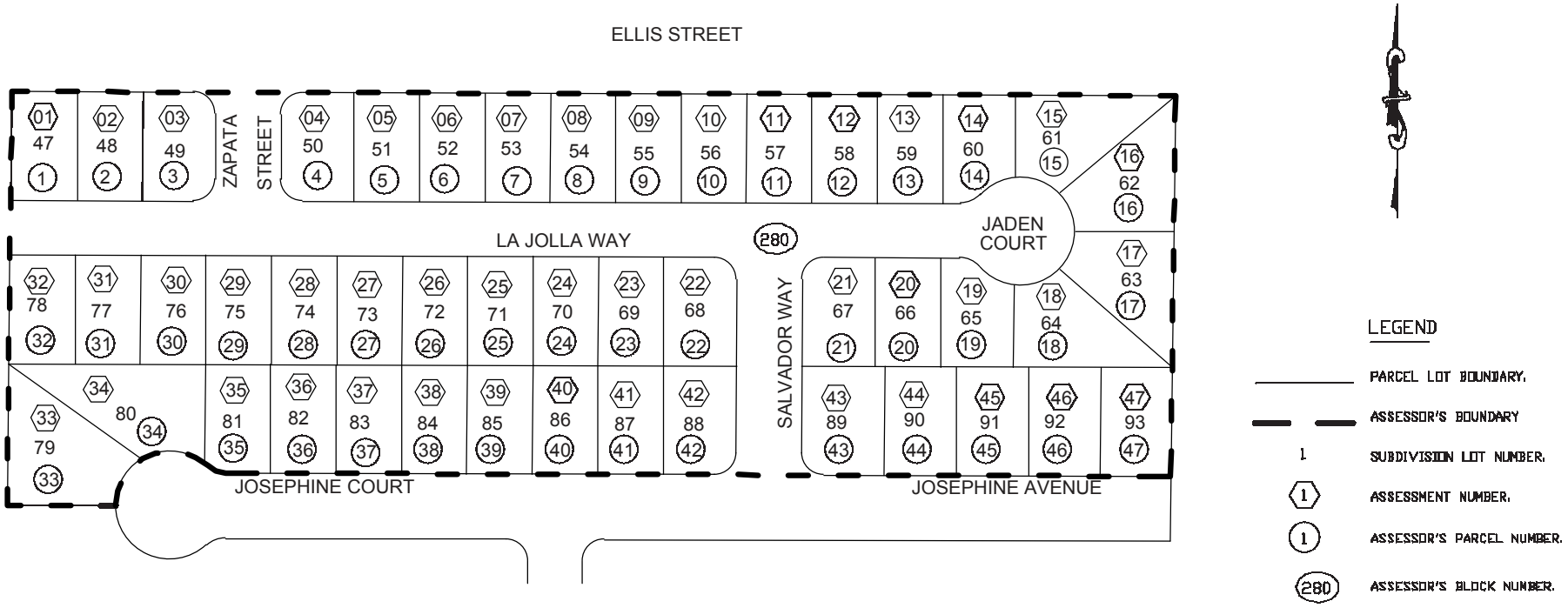
CITY OF MADERA
HIGHLANDS AT RANCHO VALENCIA PHASE II
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 32 A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LA JOLLA ESTATES NORTH PHASE I
REV. JULY 2010



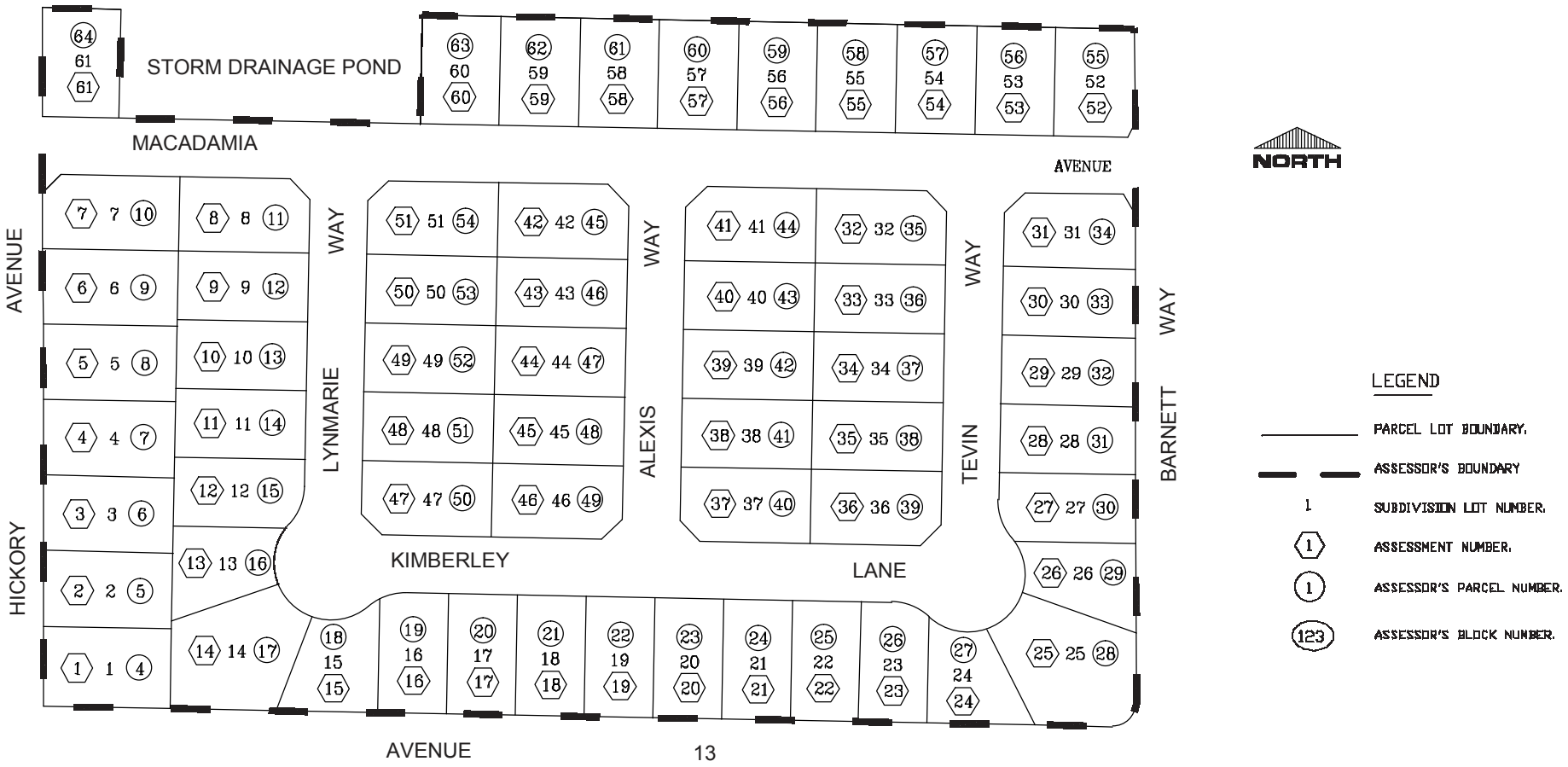
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (280) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 32B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

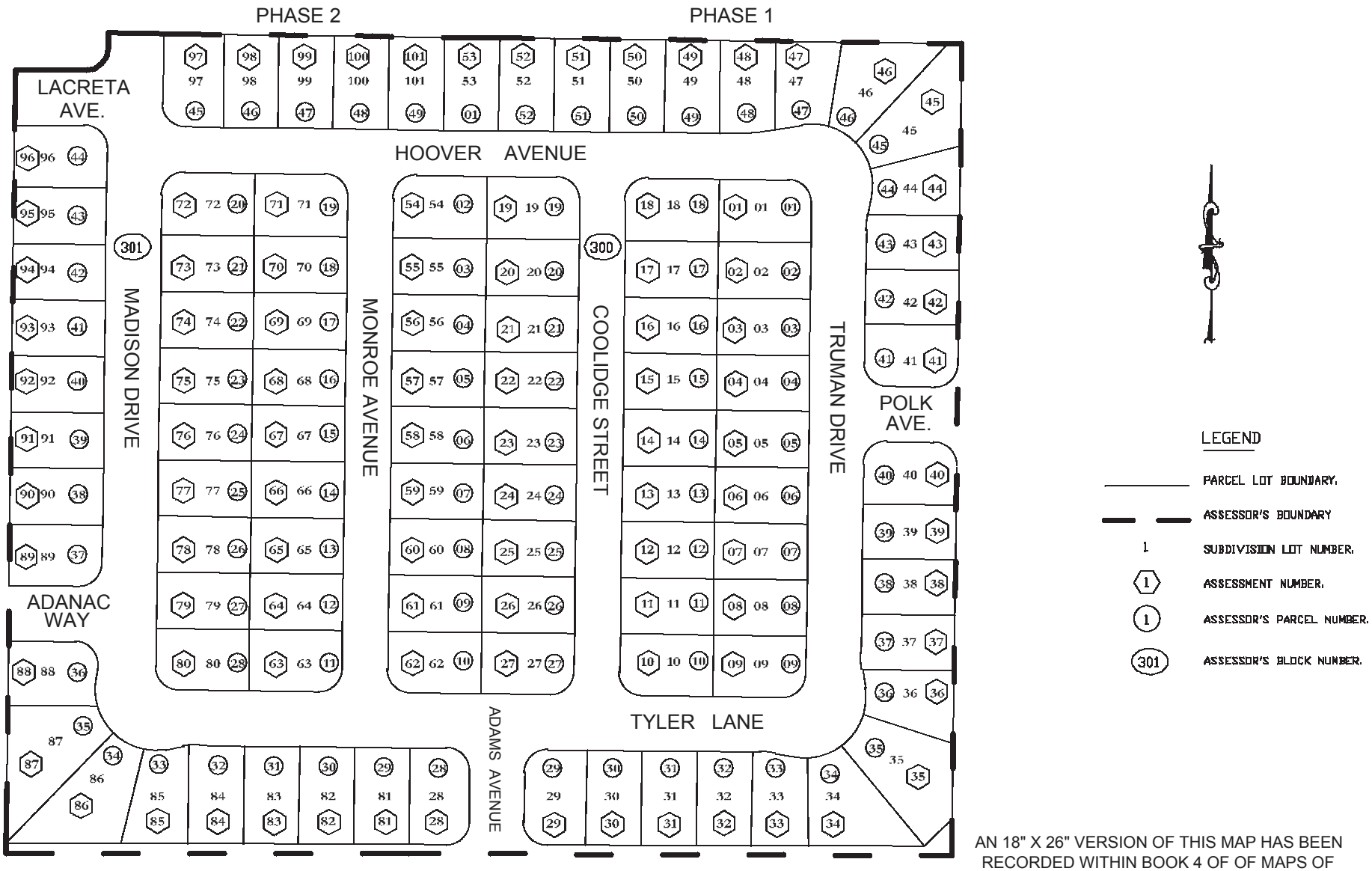
CITY OF MADERA
LA JOLLA ESTATES NORTH PHASE II
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 33
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SOUTH STAR ESTATES
REV. JULY 2010



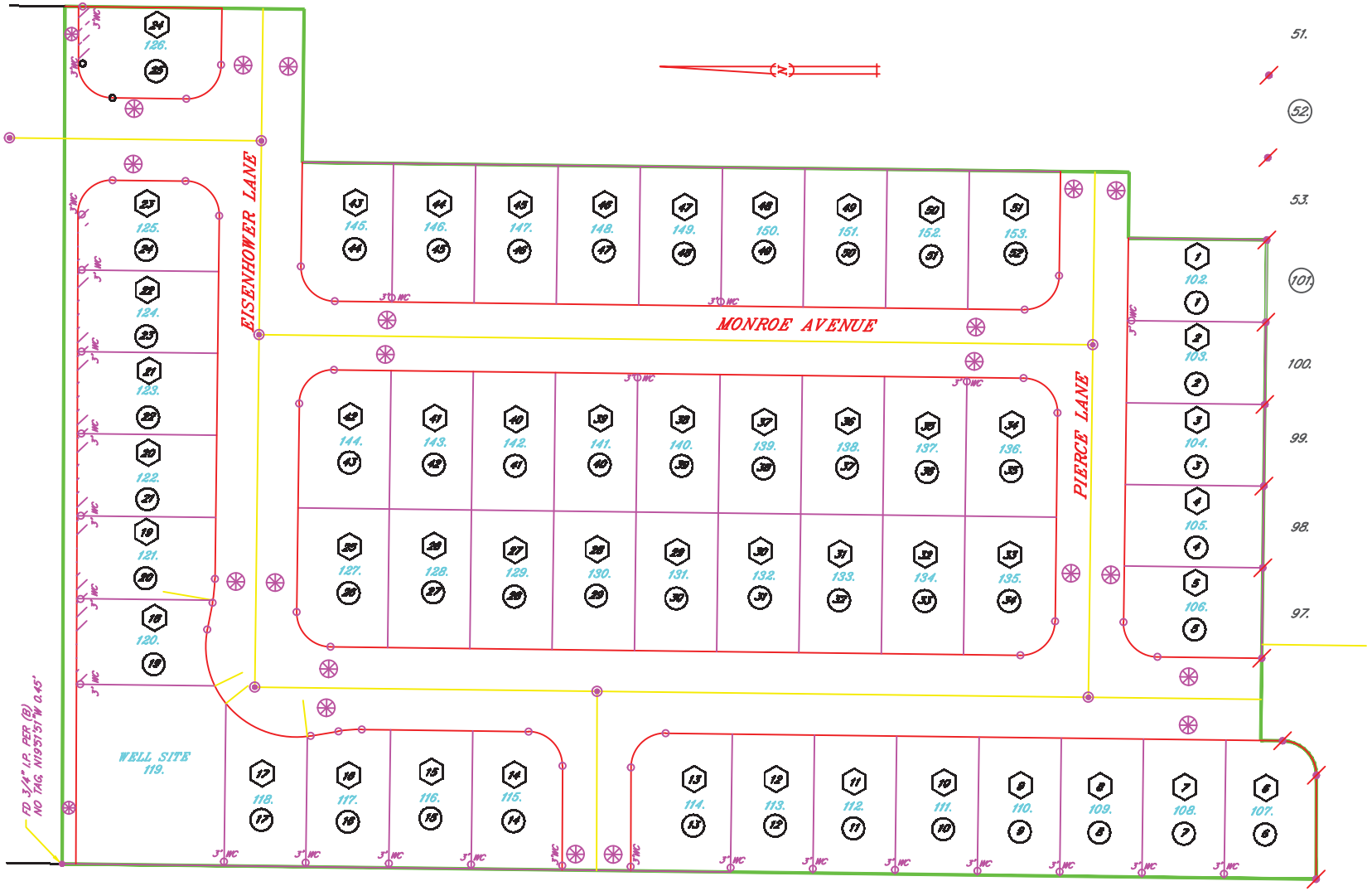
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 301 ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
KENNEDY ESTATES
PHASE I & II
REV. JULY 2010



LEGEND

———	PARCEL LOT BOUNDARY
———	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(##)	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM

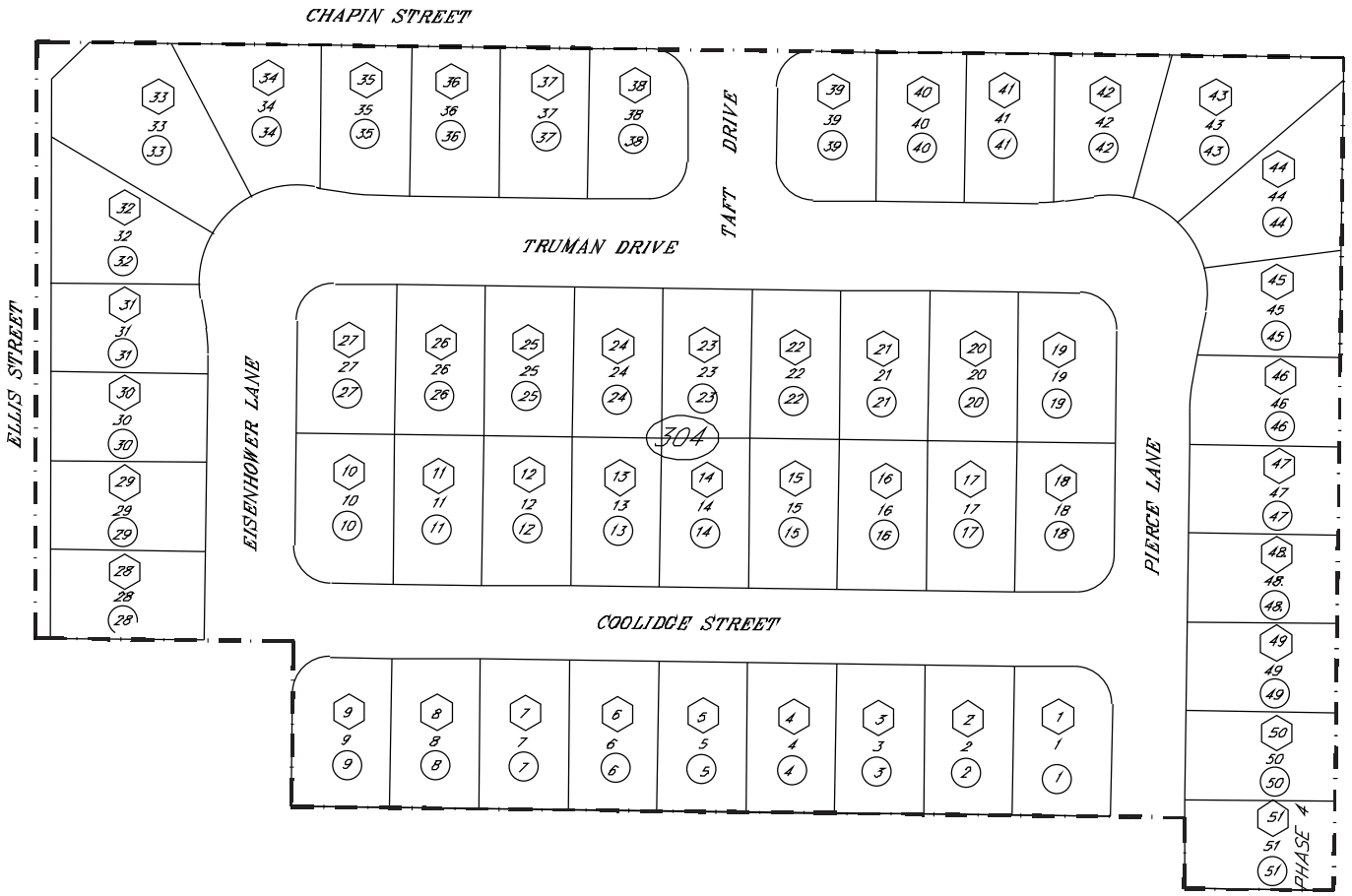
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34B

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

KENNEDY ESTATES
PHASE 3

REV. JULY 2010



LEGEND

— — — —	PARCEL LOT BOUNDARY
- - - - -	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
1	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

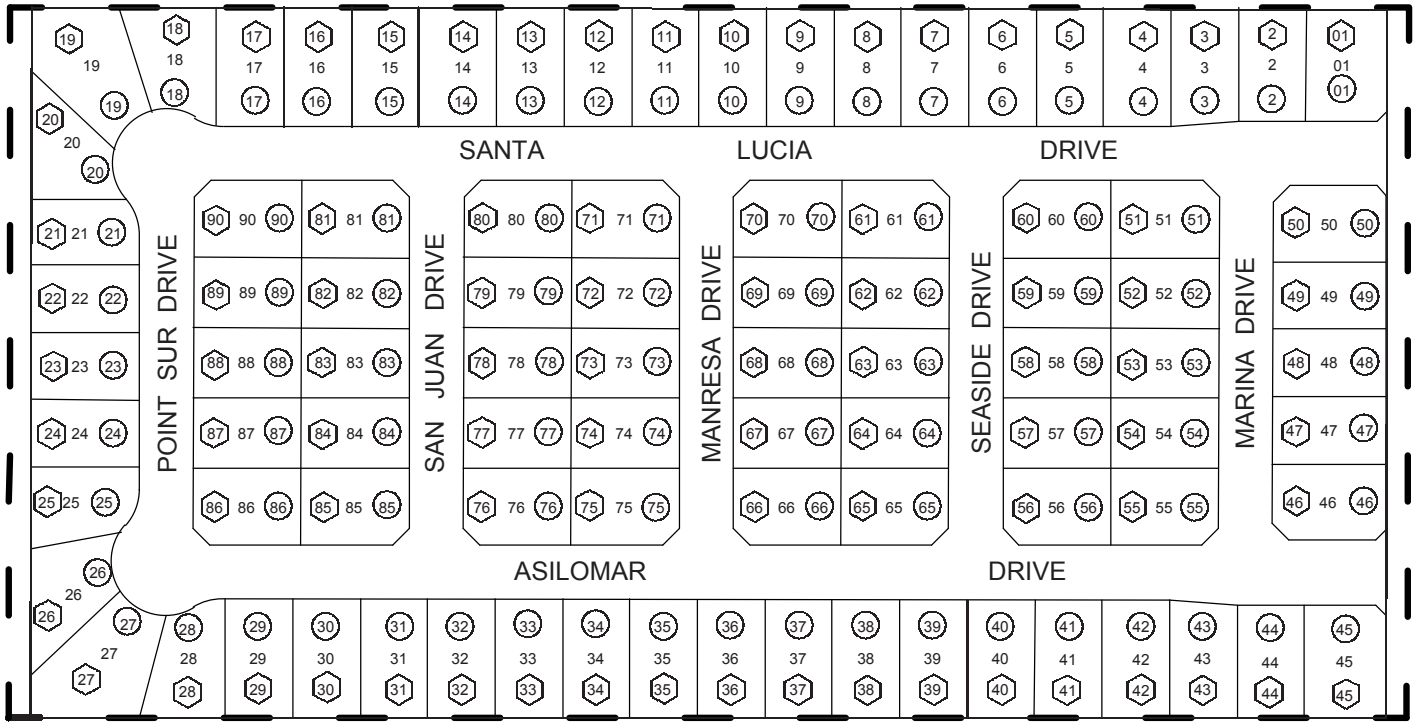
SCALE: 1" = 100'
0 50 100 200

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

KENNEDY ESTATES
PHASE 4

REV. JULY 2010



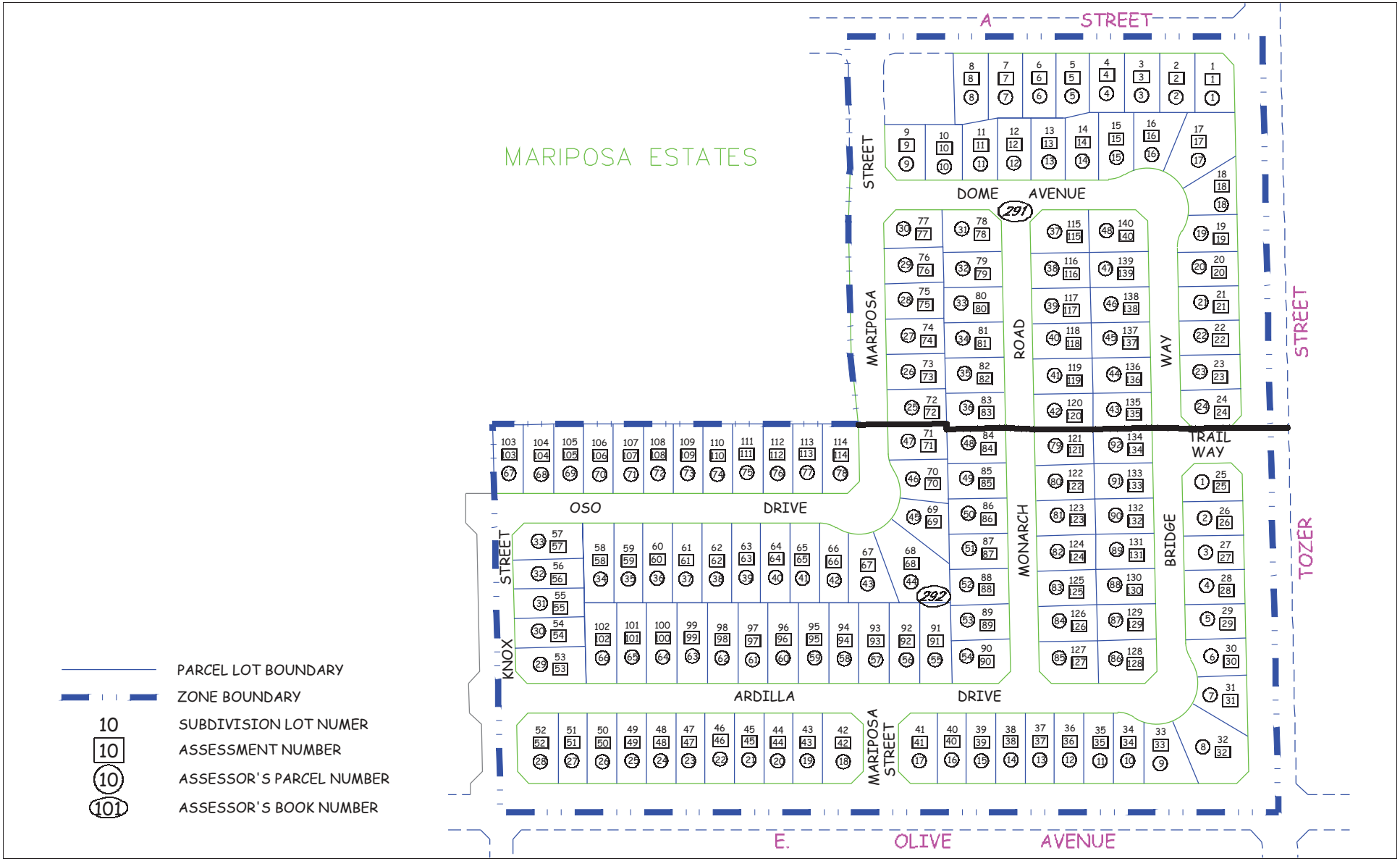
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 272 ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 35
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SANTA BARBARA ESTATES
REV. JULY 2010

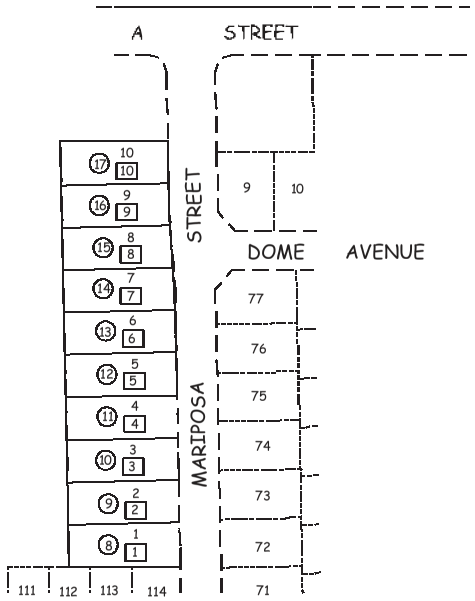


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 36A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT
MARIPOSA ESTATES

REV. JULY 2010



PARCEL LOT BOUNDARY

ZONE BOUNDARY

10 SUBDIVISION LOT NUMER

10 ASSESSMENT NUMBER

10 ASSESSOR'S PARCEL NUMBER

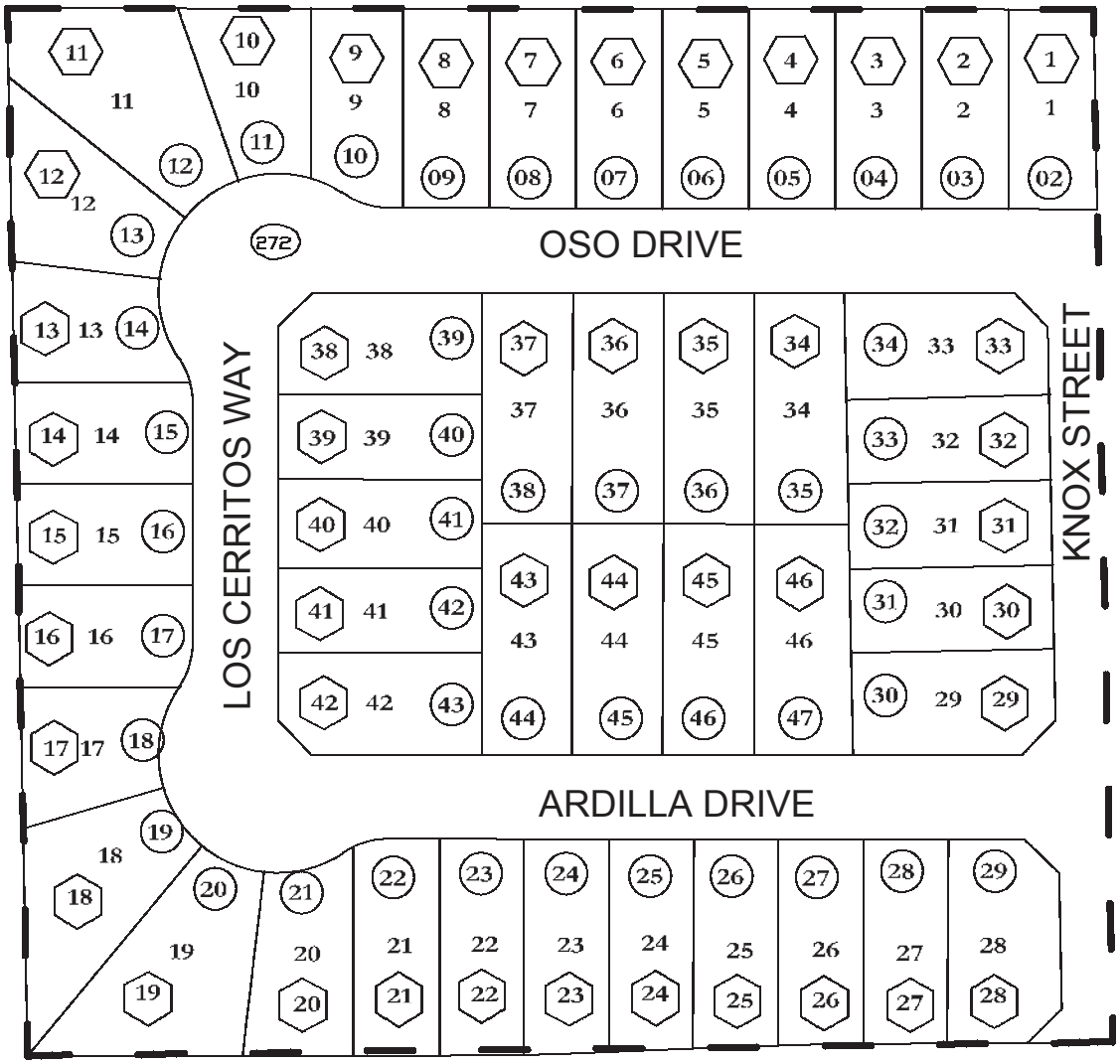
101 ASSESSOR'S BOOK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 36B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT
MARIPOSA ESTATES PHASE II

REV. JULY 2010





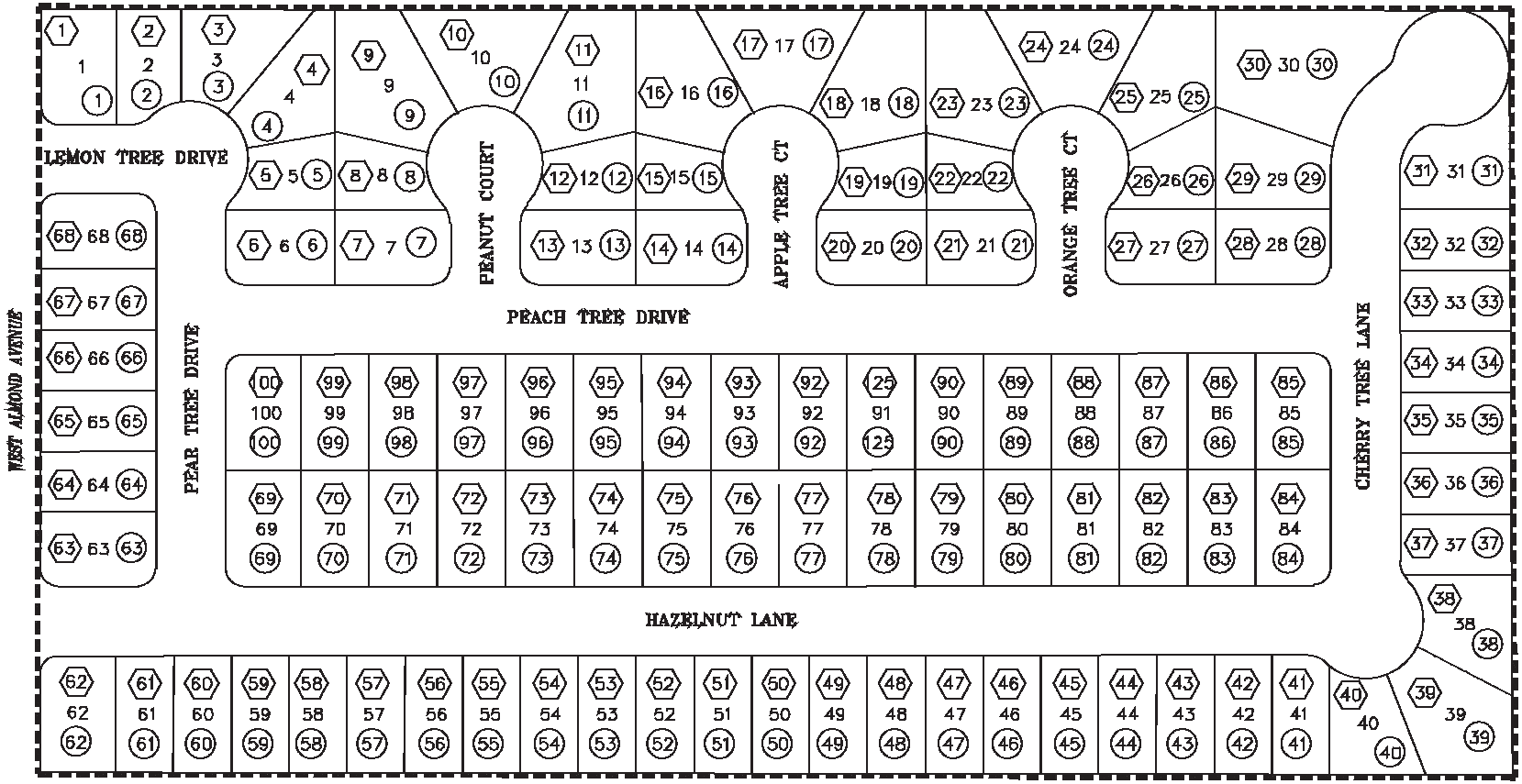
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 272 ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 36C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
OLIVE ESTATES
REV. JULY 2010



LEGEND

— — — —	PARCEL LOT BOUNDARY
- - - - - -	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

SCALE: 1" = 100'

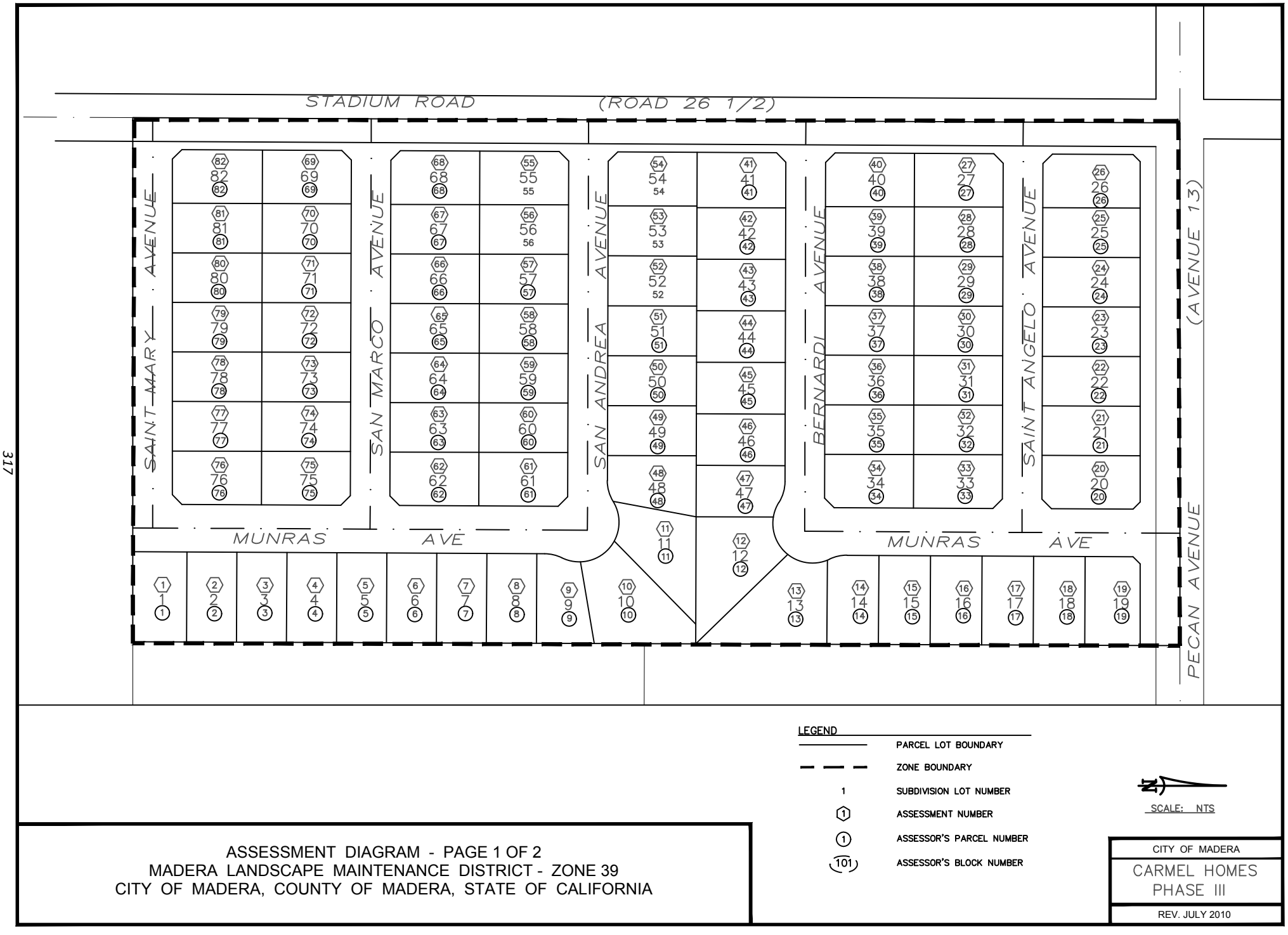
0 50 100 200

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 37
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

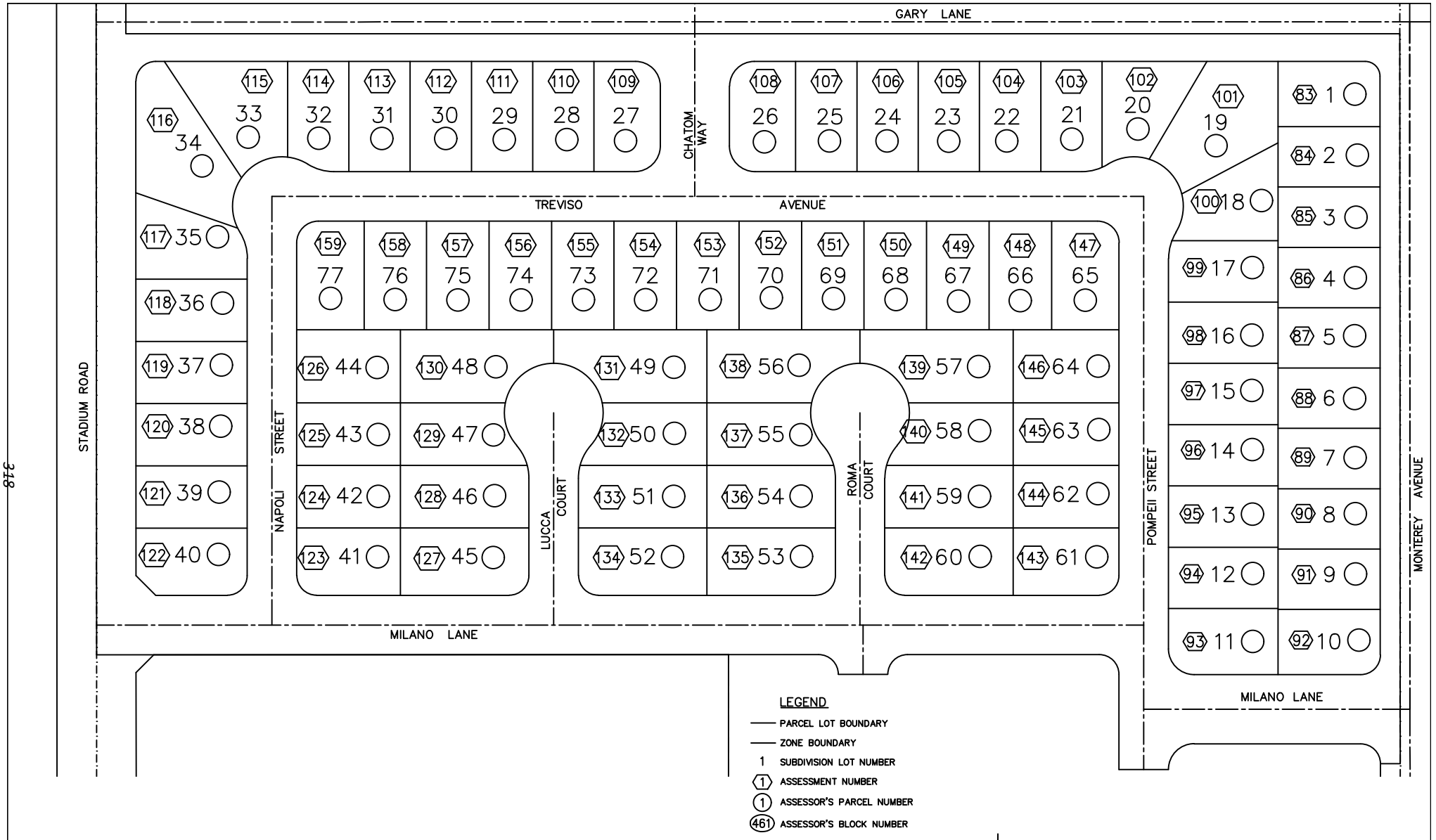
ALMOND TREE ESTATES

REV. JULY 2010



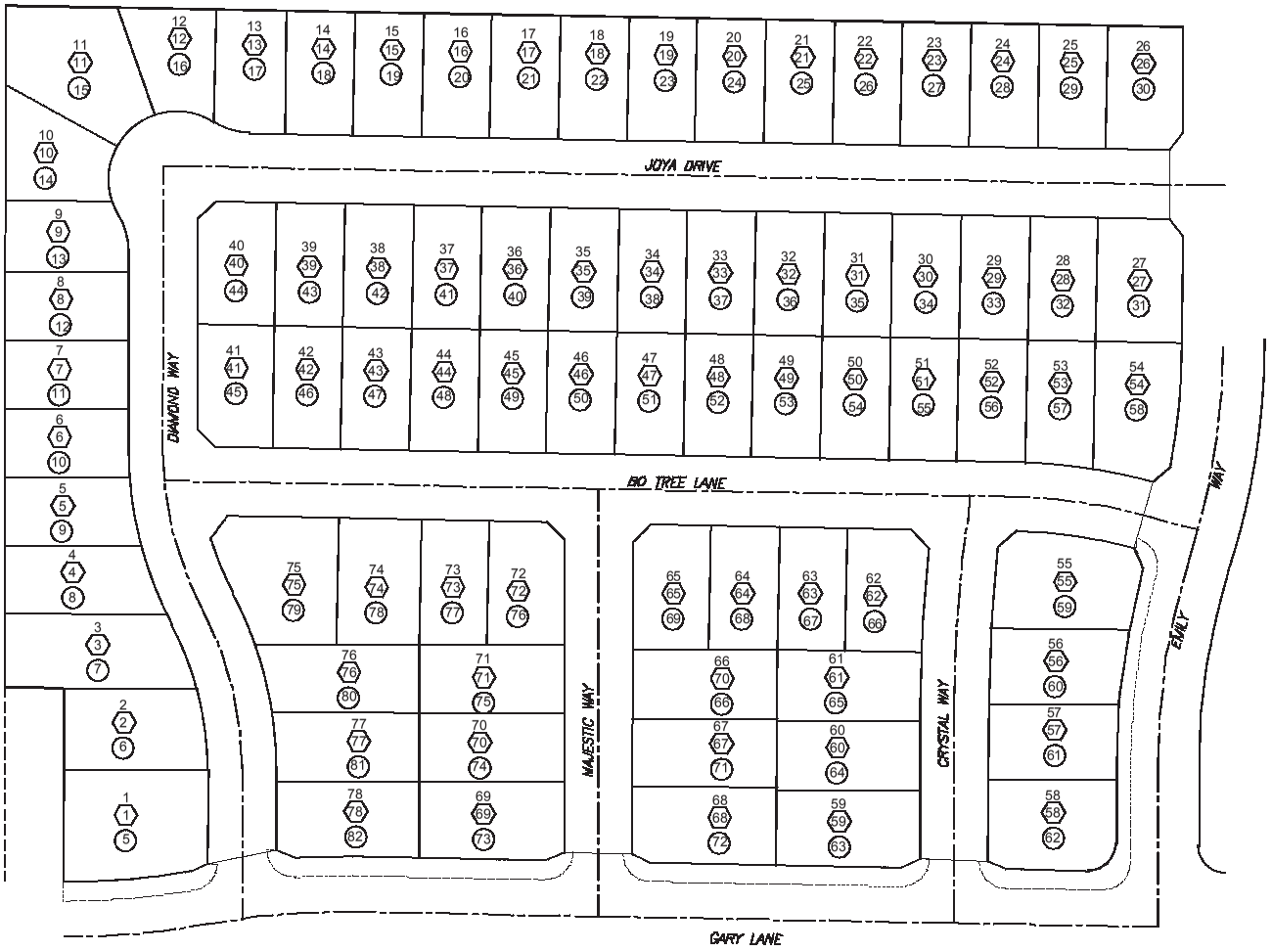
ASSESSMENT DIAGRAM - PAGE 1 OF 2
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 39
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CARMEL HOMES
PHASE III
REV. JULY 2010



ASSESSMENT DIAGRAM – PAGE 2 OF 2
MADERA LANDSCAPE MAINTENANCE DISTRICT – ZONE 39
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VARBELLA ESTATES
PHASE I
REV. FEBRUARY 2018



LEGEND

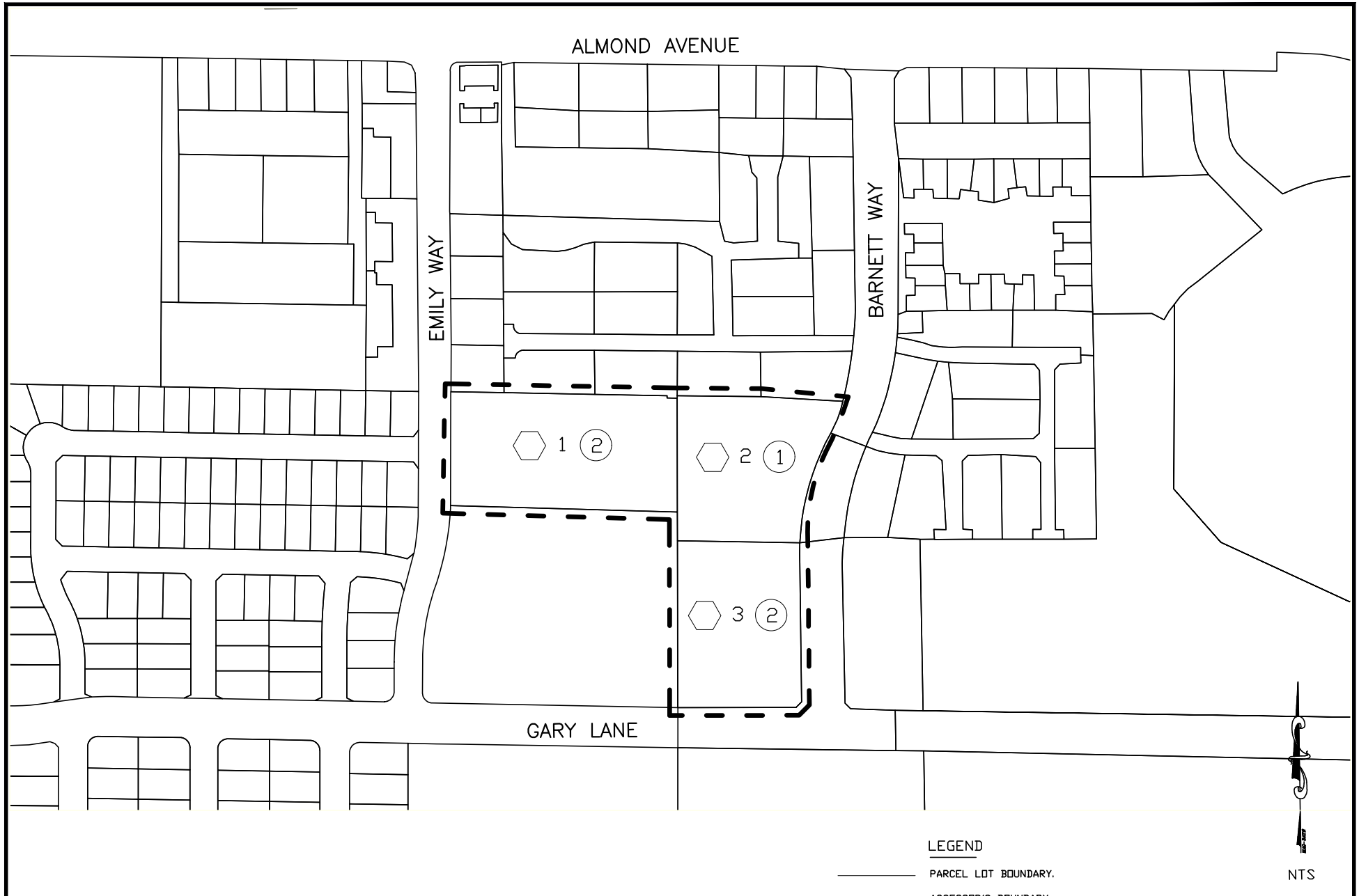
- PARCEL LOT BOUNDARY
- ZONE BOUNDARY
- 1 SUBDIVISION LOT NUMBER
- (1) ASSESSMENT NUMBER
- 1 ASSESSOR'S PARCEL NUMBER
- <1> ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 40
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

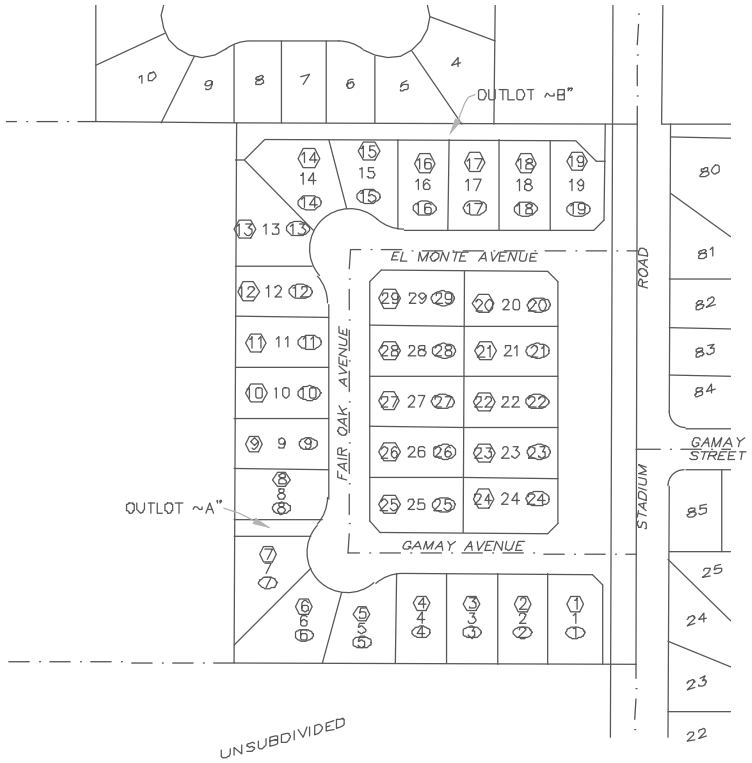
TIERRA VISTA ESTATES

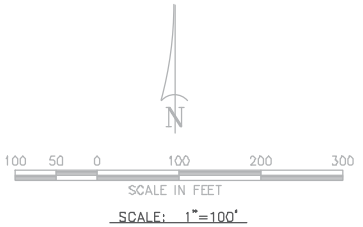
REV. JULY 2010



ASSESSMENT DIAGRAM
INCLUSION OF RAI APARTMENT COMPLEX
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 40
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
RAI APARTMENT COMPLEX
REV. MARCH 2020





LEGEND

———	PARCEL LOT BOUNDARY.
———	ZONE BOUNDARY.
1	SUBDIVISION LOT NUMBER.
⟨1⟩	ASSESSMENT NUMBER.
⟨1⟩	ASSESSOR'S PARCEL NUMBER.

POND PLACE ESTATES

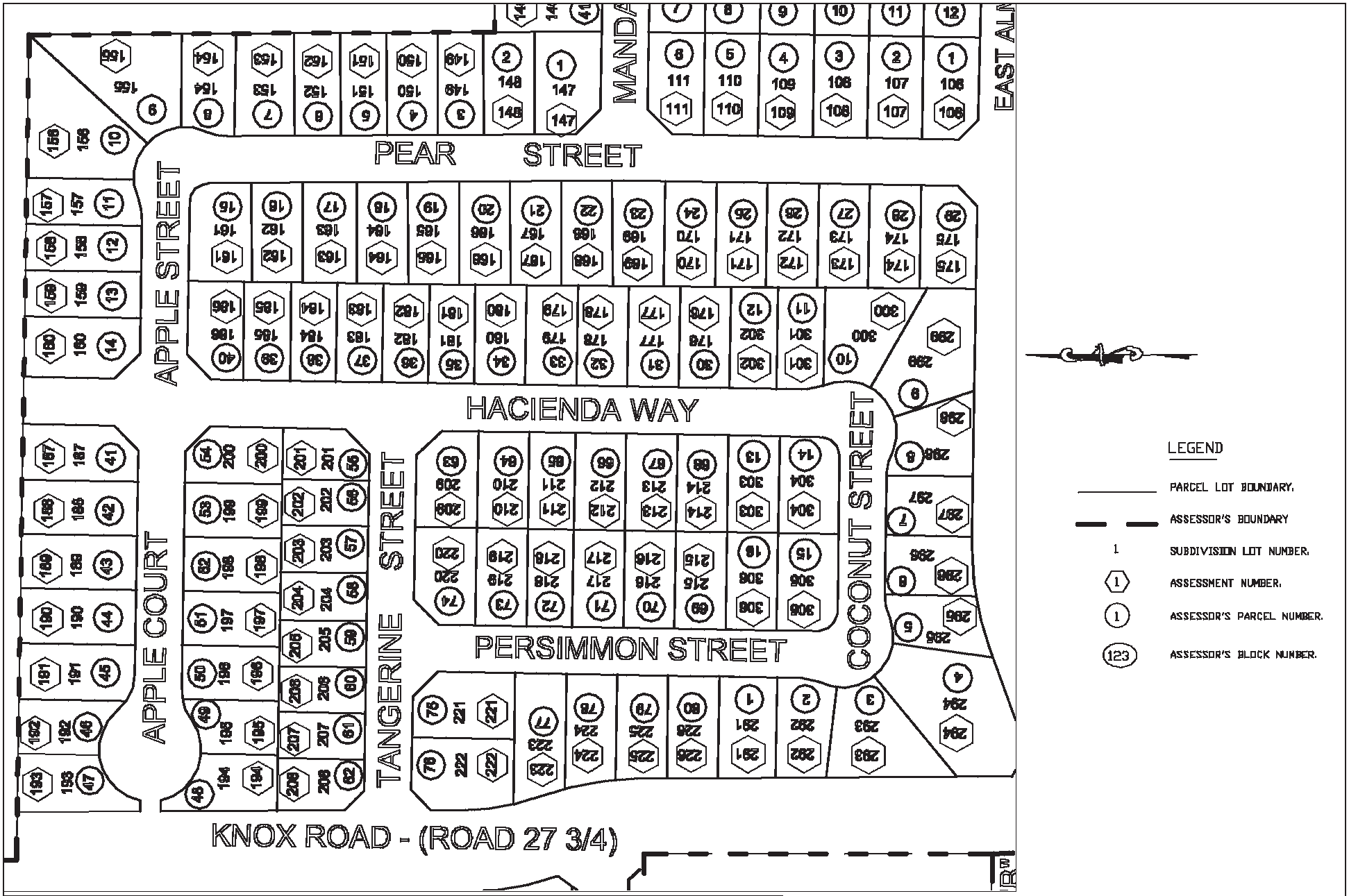
ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 41

CITY OF MADERA
POND PLACE ESTATES
REV. JULY 2010

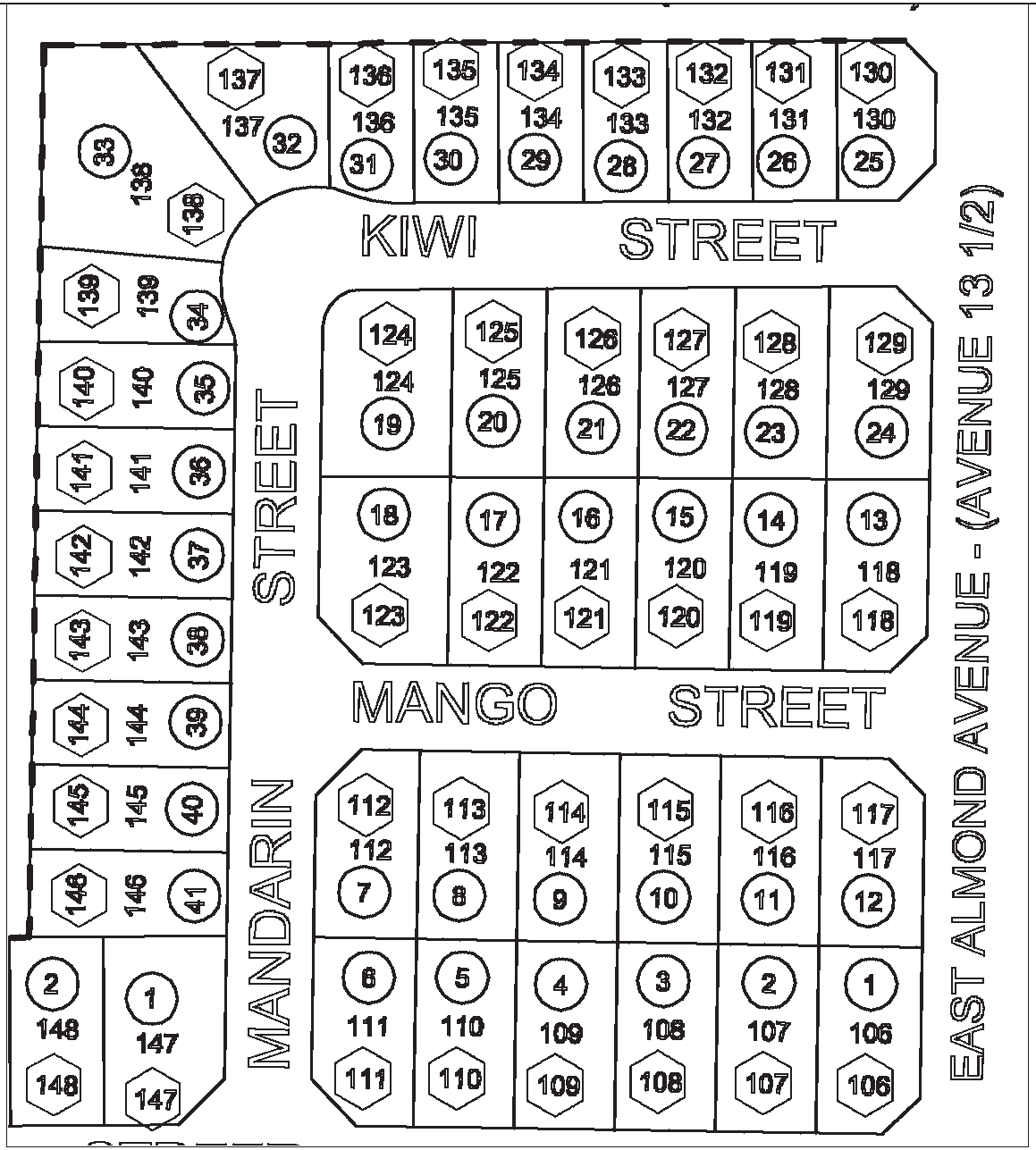
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 1 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE
PHASE I&II
REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 2 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010

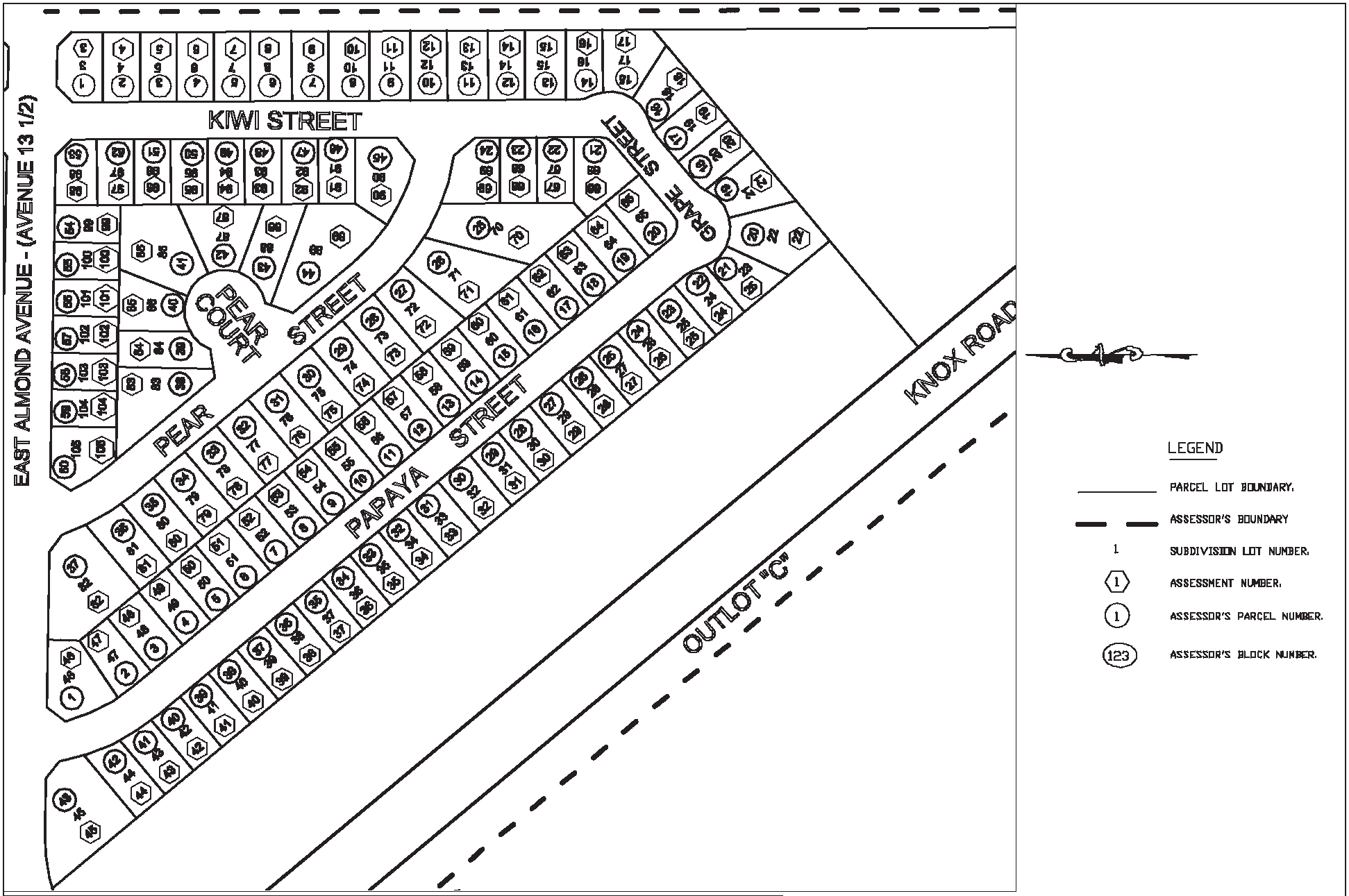


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

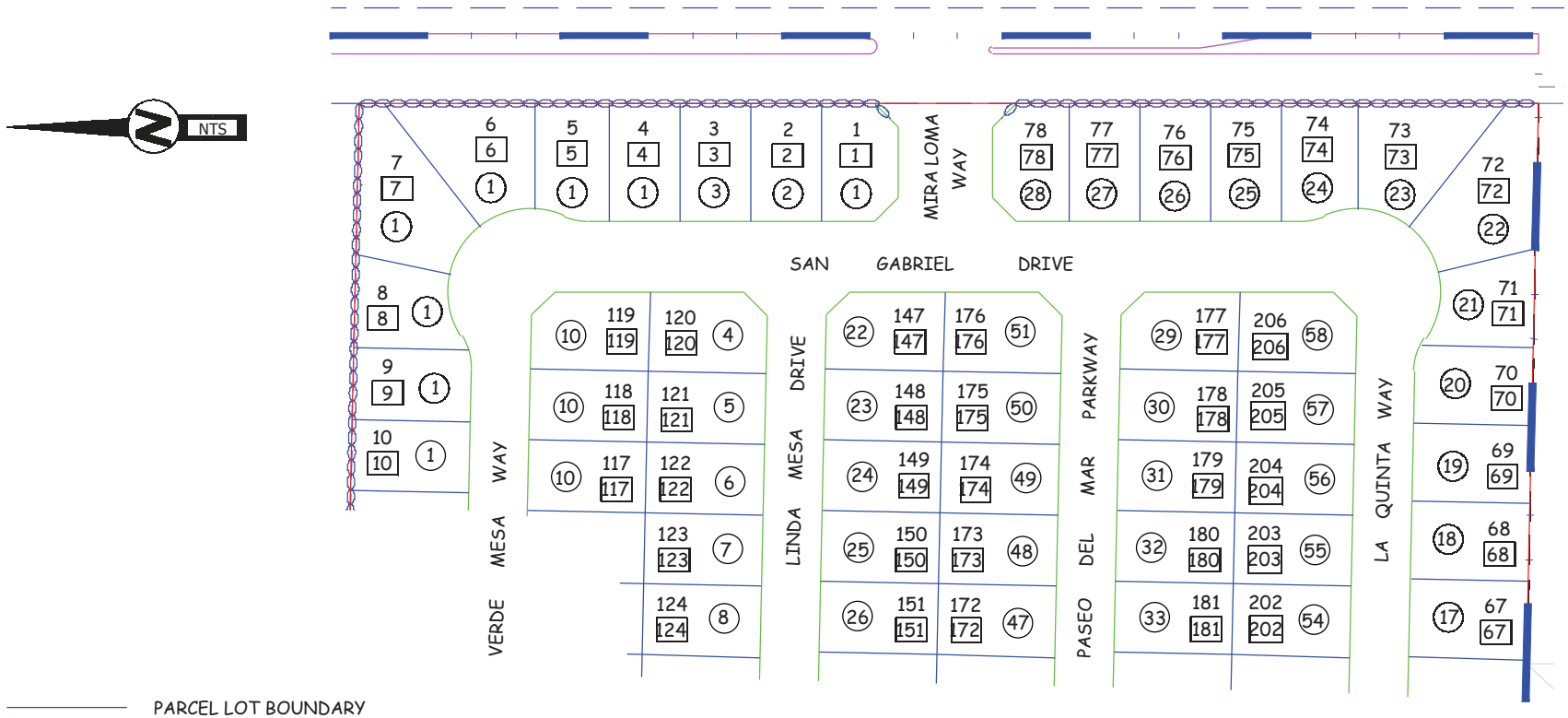
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 3 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 4 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010



PARCEL LOT BOUNDARY

ZONE BOUNDARY

10 SUBDIVISION LOT NUMER

10 ASSESSMENT NUMBER

10 ASSESSOR'S PARCEL NUMBER

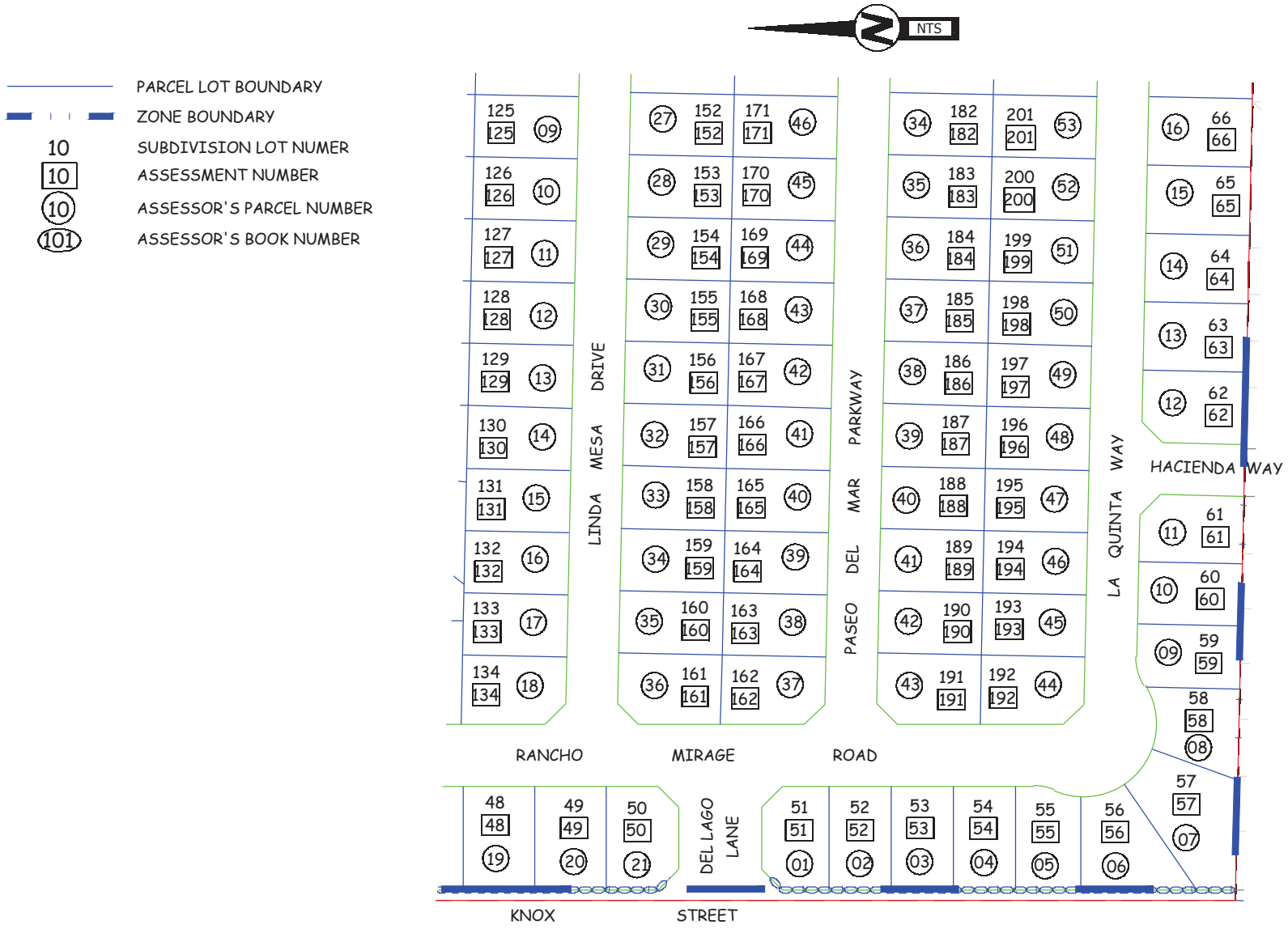
101 ASSESSOR'S BOOK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 1 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT 43C
EL CORONADO ESTATES

REV. JULY 2010

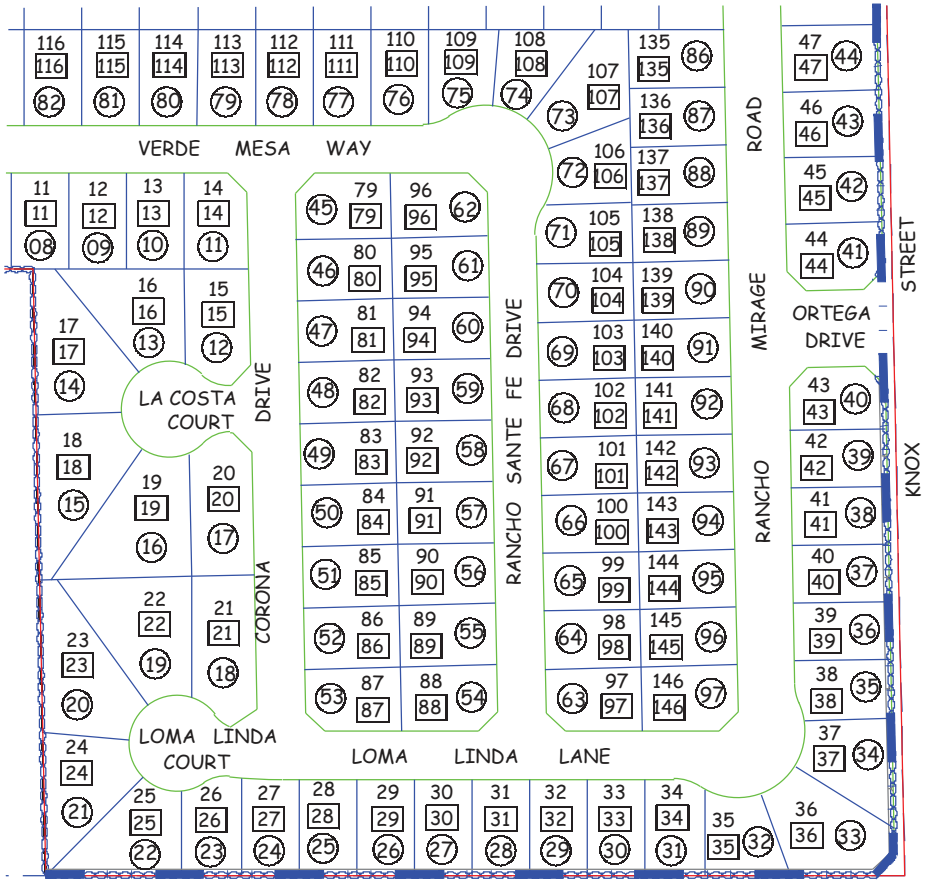


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 2 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT 43C
EL CORONADO ESTATE

REV. JULY 2010



PARCEL LOT BOUNDARY

ZONE BOUNDARY

10 SUBDIVISION LOT NUMER

10 ASSESSMENT NUMBER

10 ASSESSOR'S PARCEL NUMBER

101 ASSESSOR'S BOOK NUMBER

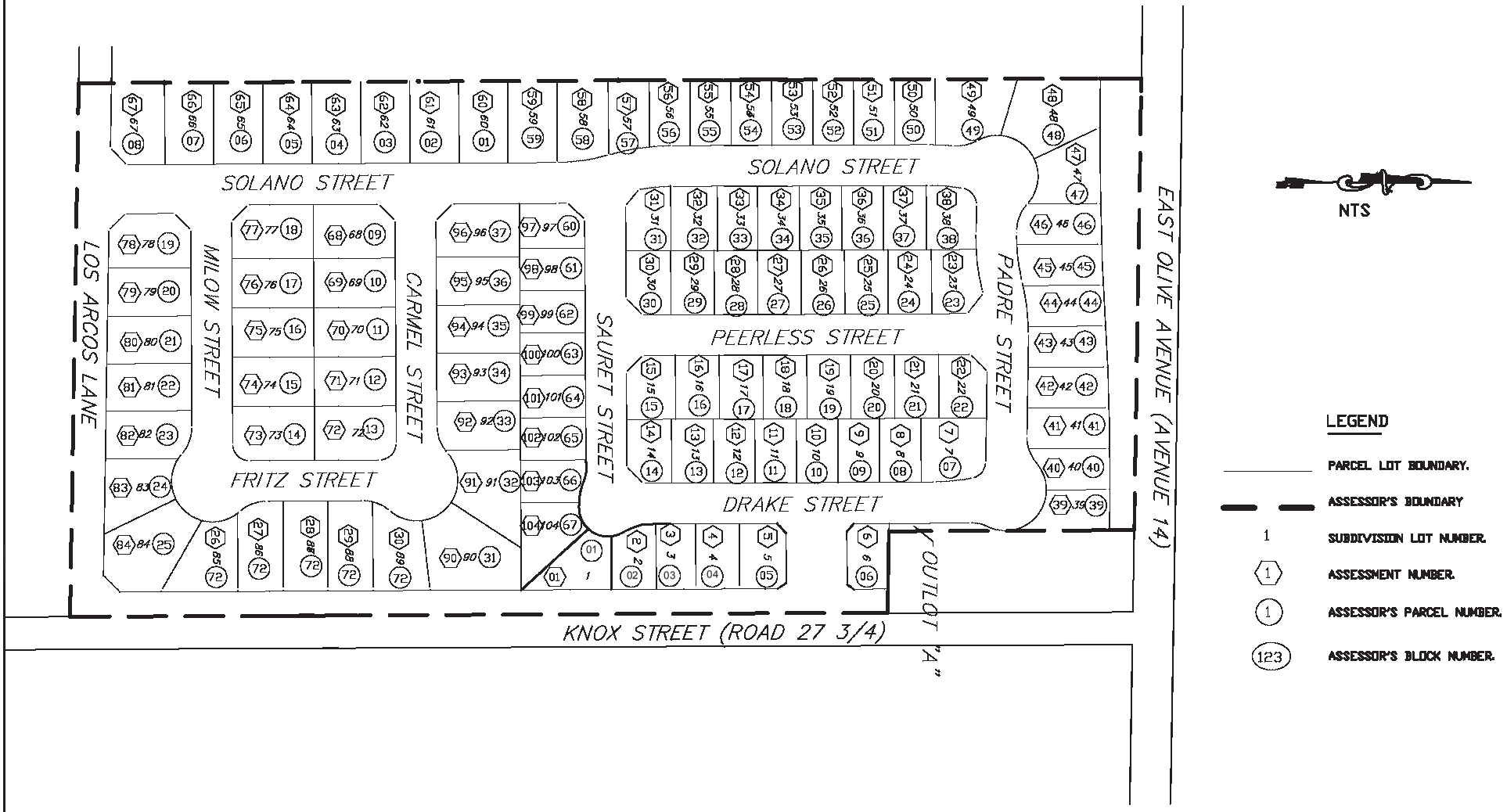
NTS

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 3 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

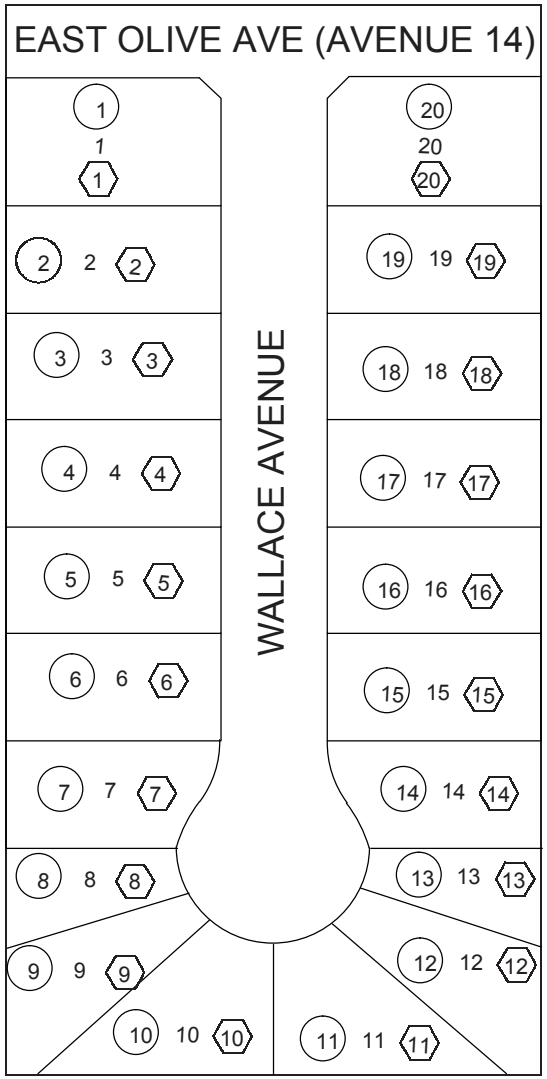
LANDSCAPE MAINTENANCE DISTRICT 43C
EL CORONADO ESTATE

REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ALMOND VILLAGE ESTATES
REV. JULY 2009



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION LOT NUMBER.

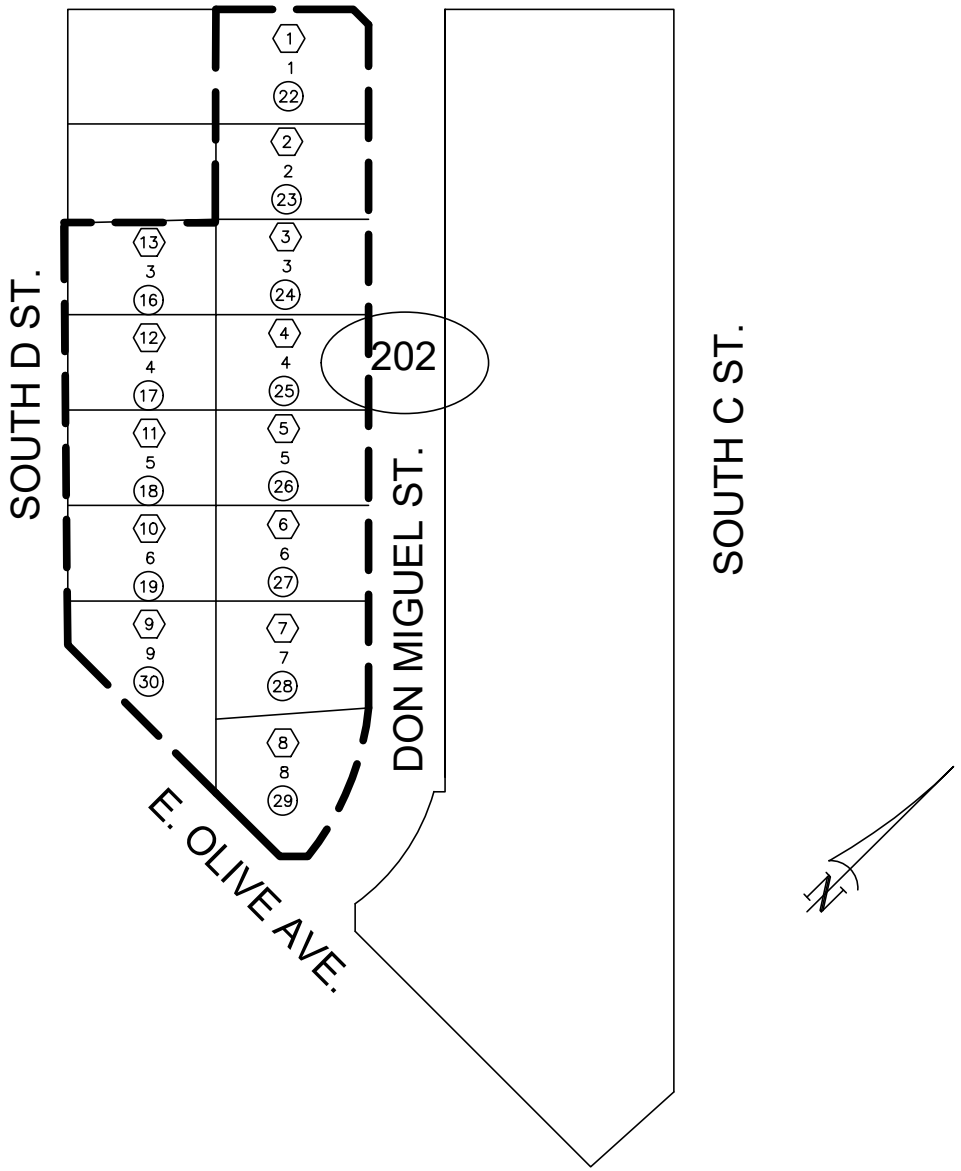
(1) ASSESSMENT NUMBER.

(1) ASSESSOR'S PARCEL NUMBER.

(123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
TAYLOR ESTATES
REV. JULY 2010

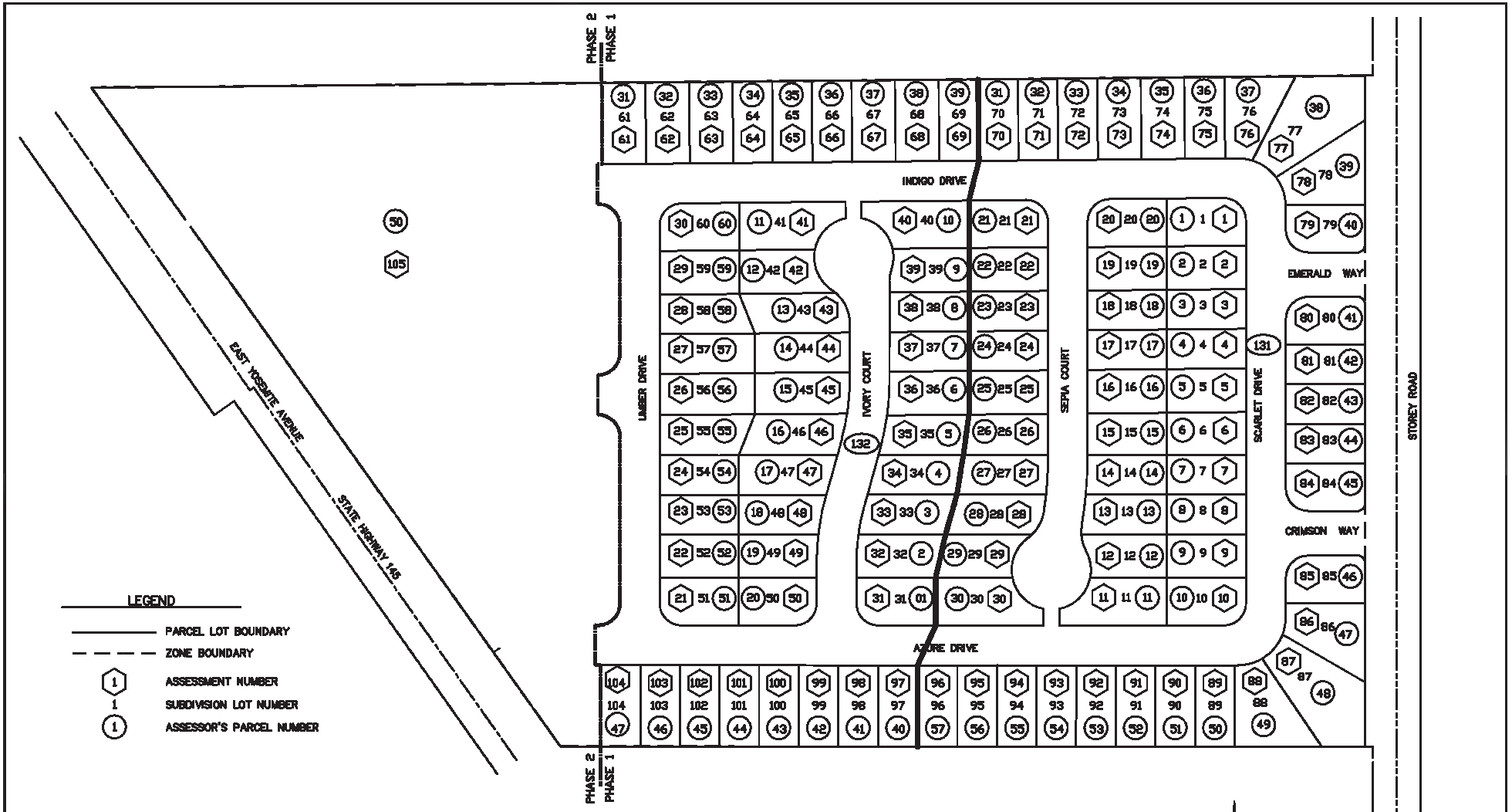


LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
①1	ASSESSOR'S PARCEL NUMBER
⬭###	ASSESSOR'S BLOCK NUMBER

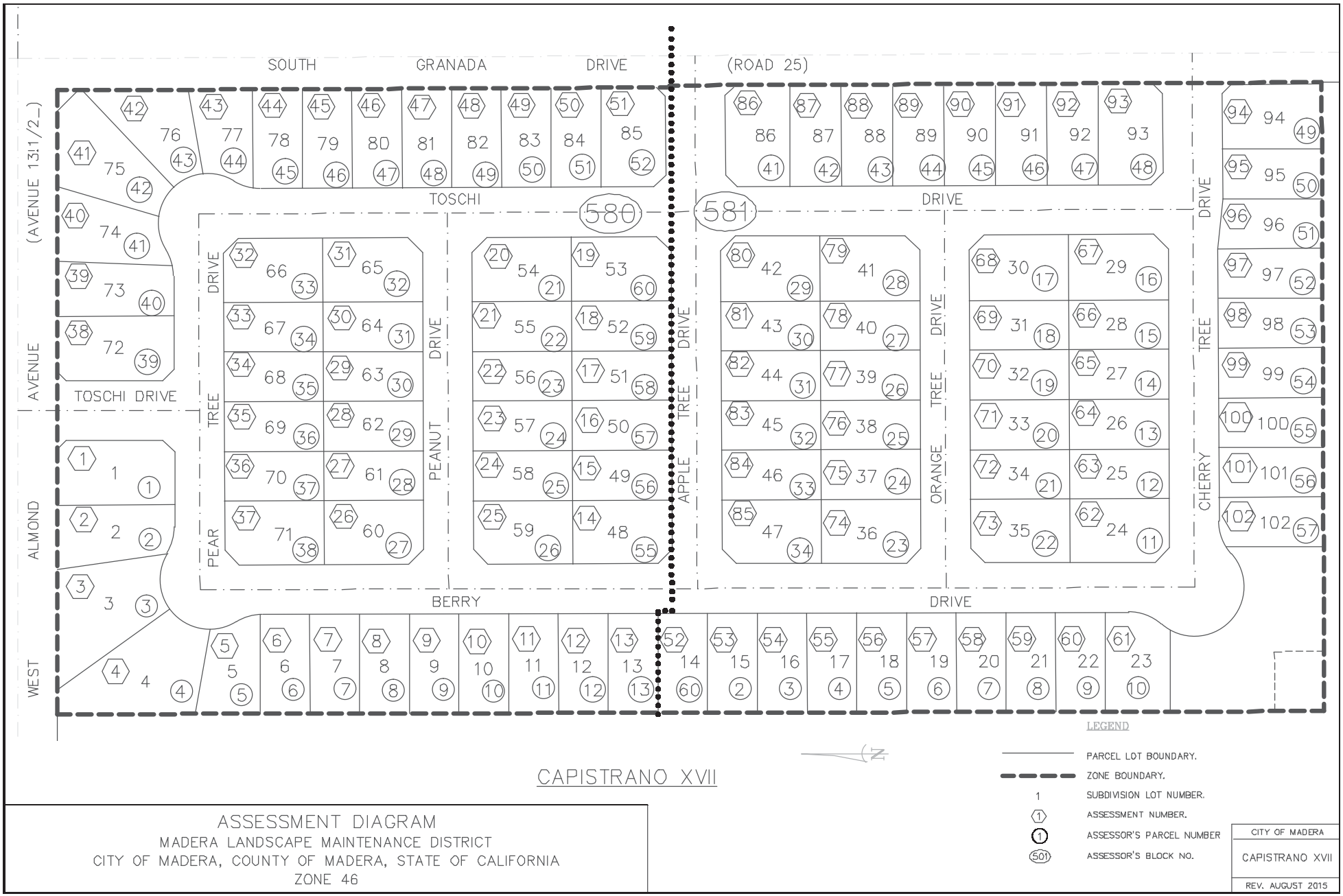
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 44
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SIERRA VISTA ESTATES
REV. FEB. 2019



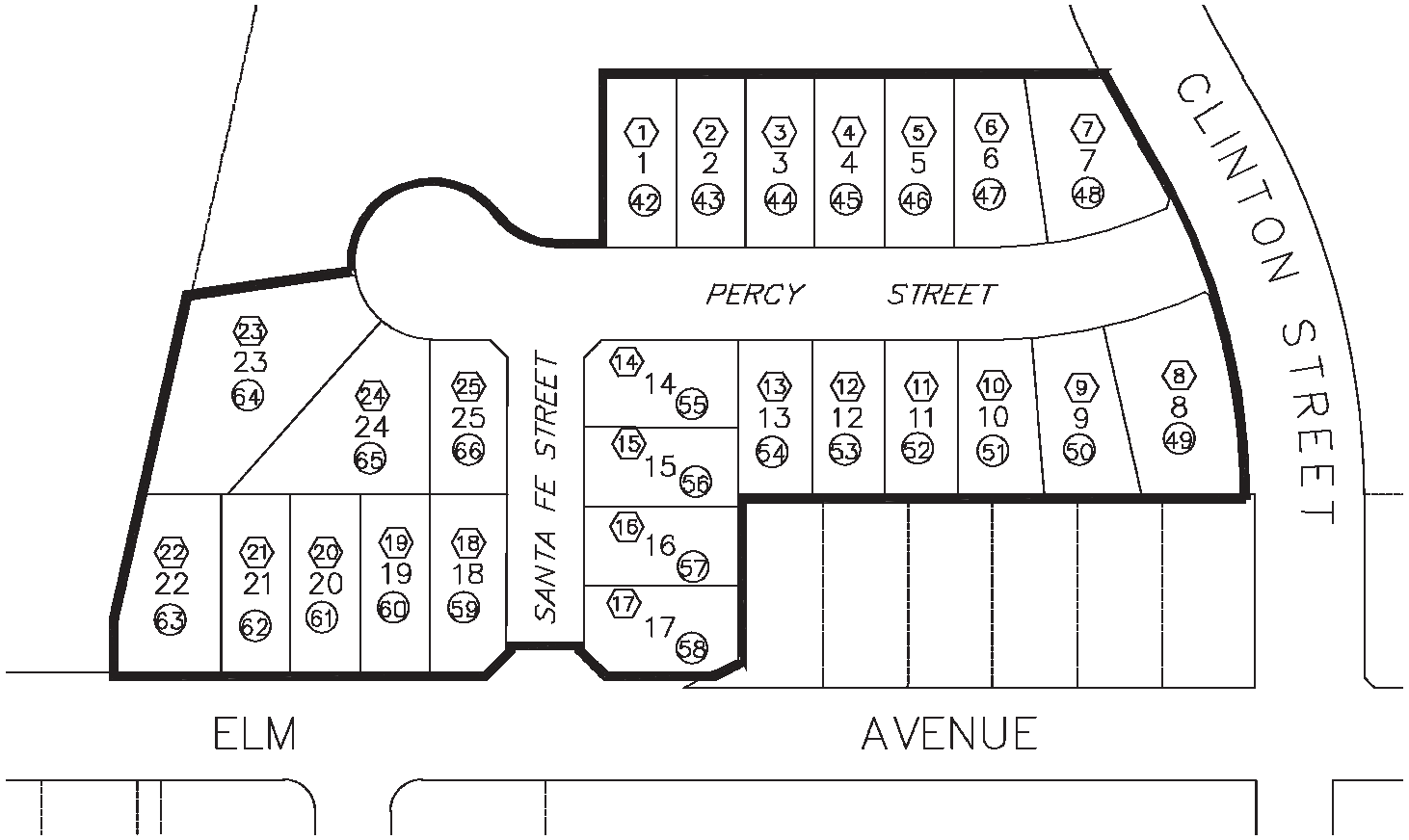
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 45A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

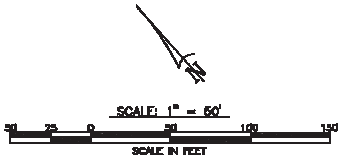
CITY OF MADERA
SIENNA ESTATES
PHASE 1 & 2
REV. JULY 2010



ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 46





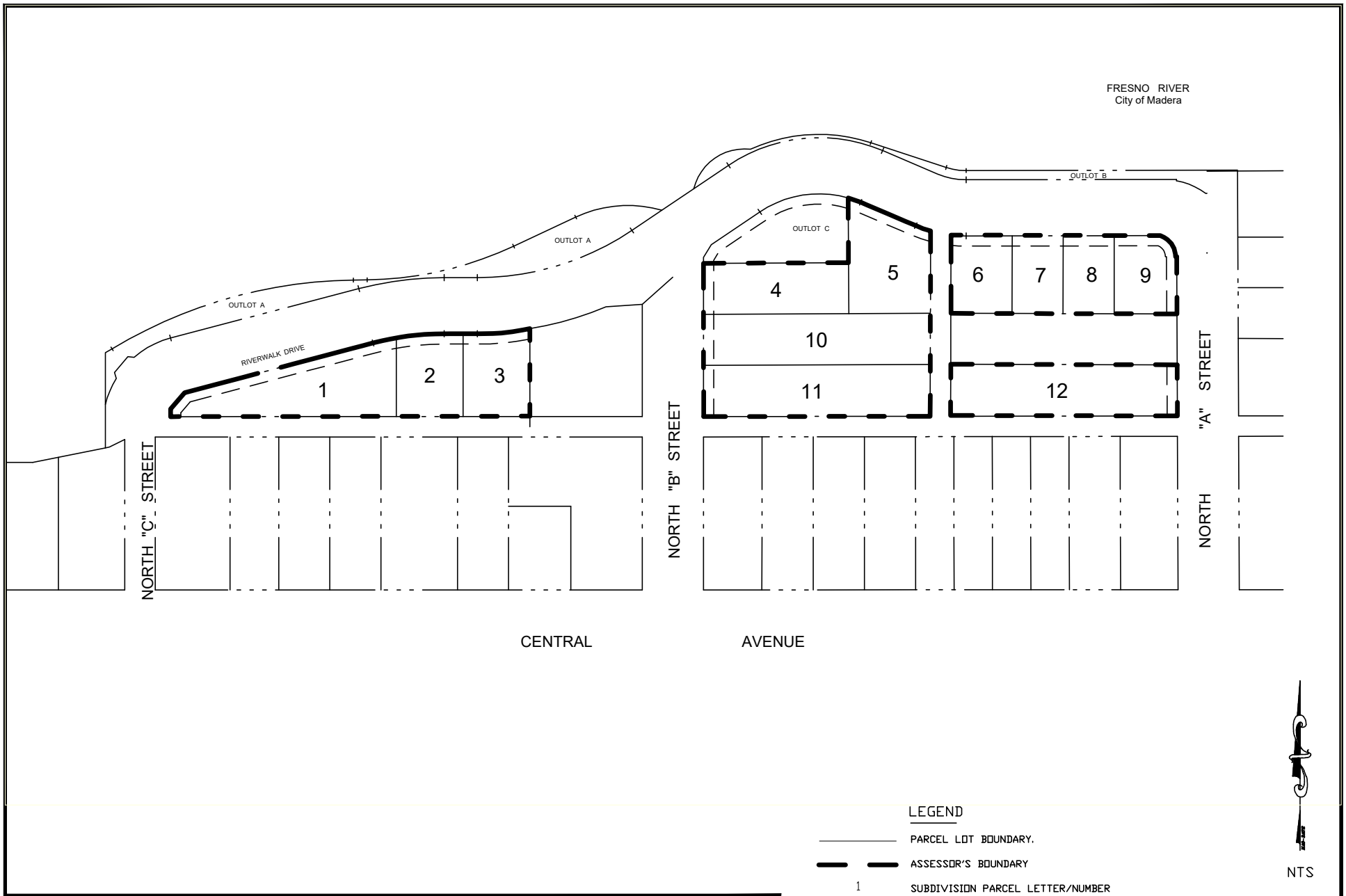
LEGEND

- PARCEL LOT BOUNDARY.
- ZONE BOUNDARY.
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- ③ ASSESSOR'S PARCEL NUMBER
- (501) ASSESSOR'S BLOCK NO.

SUGAR PINE VILLAGE

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 50

CITY OF MADERA
SUGAR PINE VILLAGE
JANUARY 2008



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

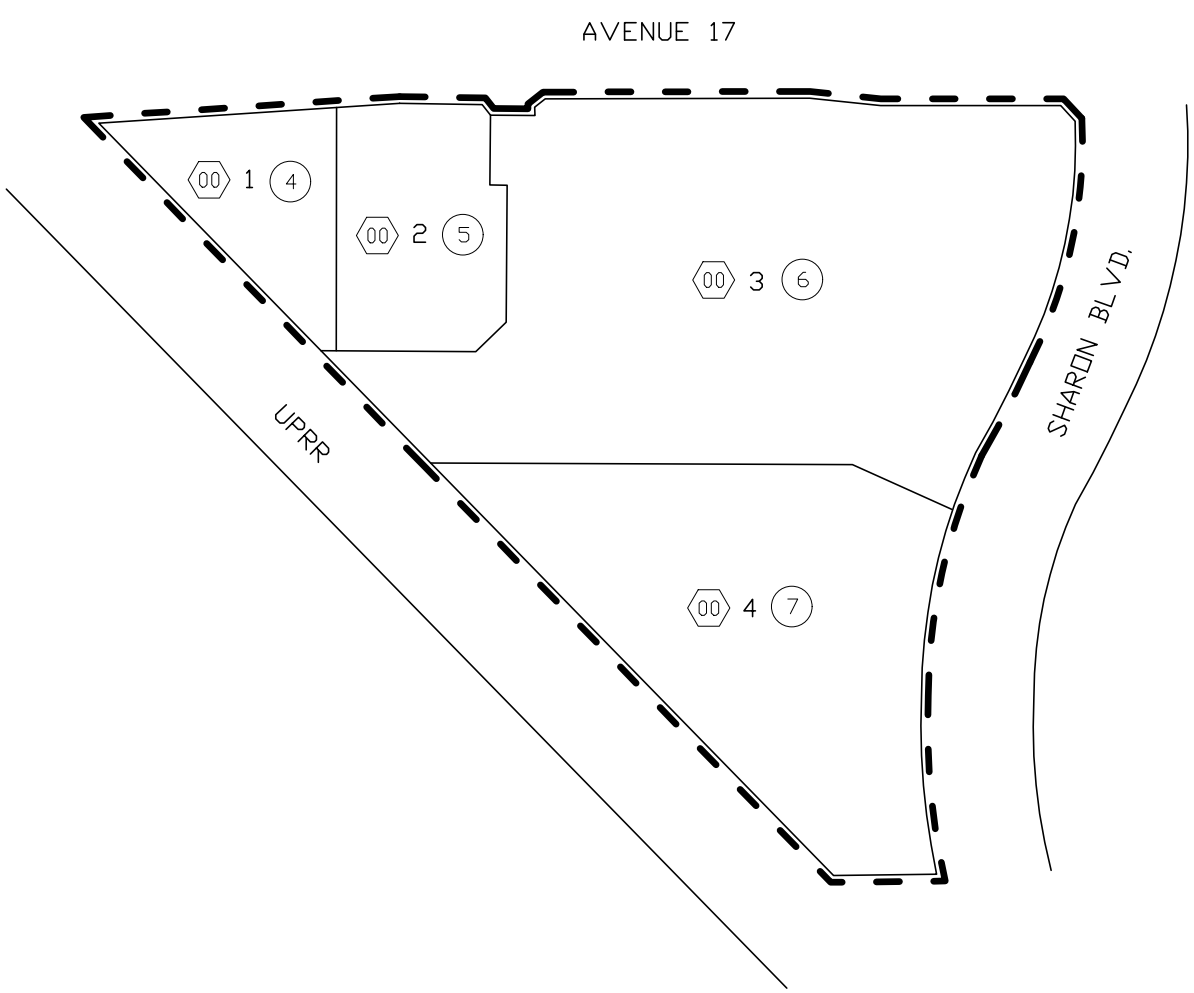
1 SUBDIVISION PARCEL LETTER/NUMBER

(1) ASSESSMENT NUMBER.

NTS

ASSESSMENT DIAGRAM
INCLUSION OF RIVERWALK SUBDIVISION NO 17-S-03
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
RIVERWALK SUBDIVISION NO. 17–S–03
REV. APR. 2019



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

(1) ASSESSMENT NUMBER

(1) APN NUMBER.

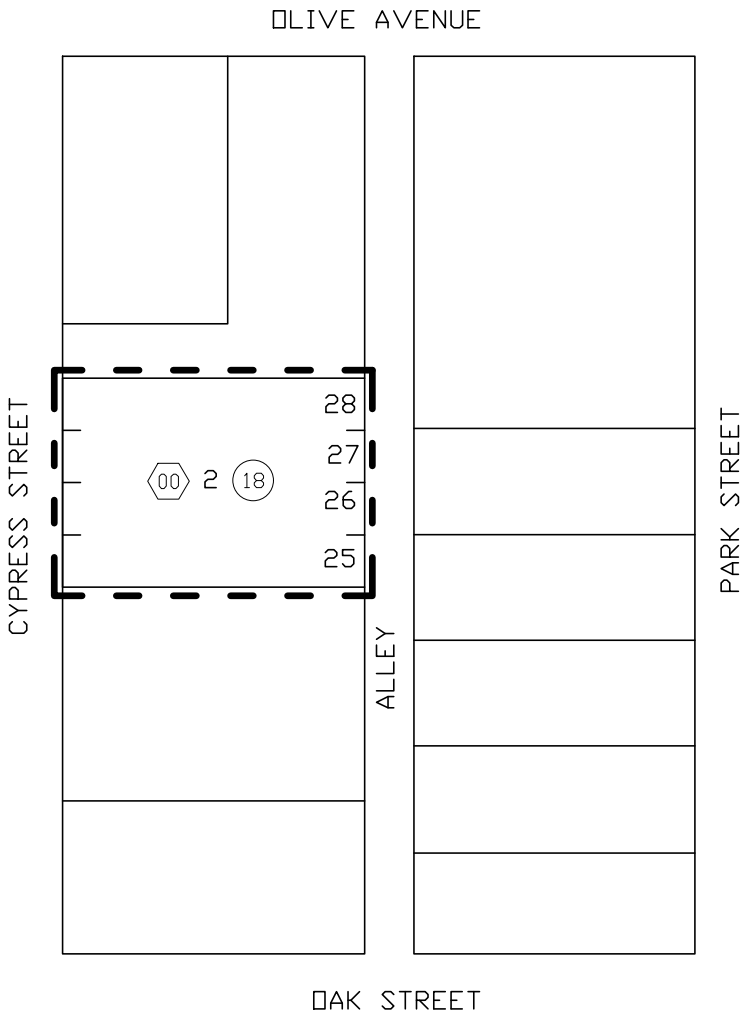
NTS

ASSESSMENT DIAGRAM
INCLUSION OF LOVE'S TRAVEL STOP
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LOVE'S
TRAVEL STOP

REV. MAY 2019



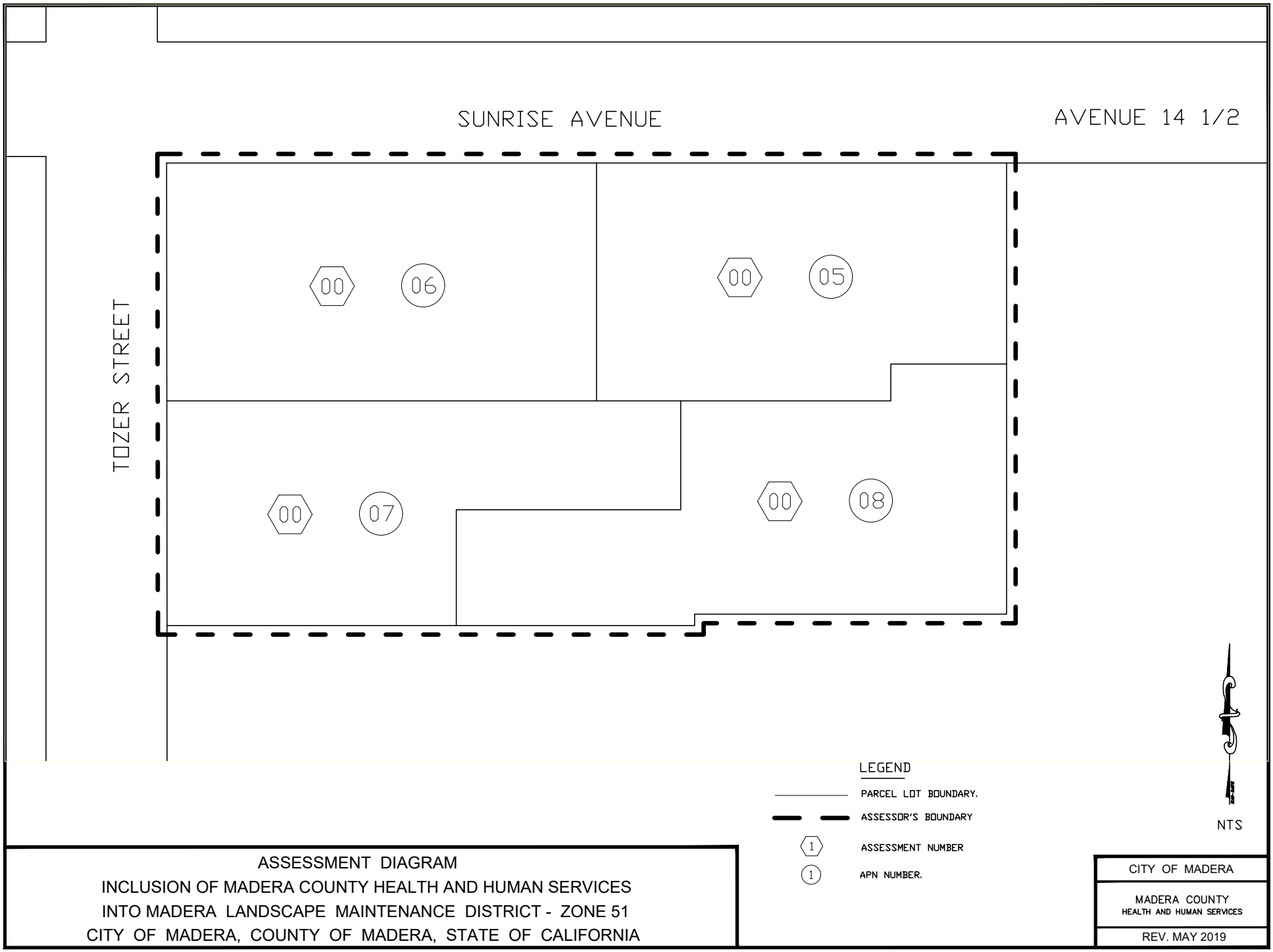
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL LETTER/NUMBER
- (1) ASSESSMENT NUMBER
- (1) APN NUMBER.

NTS

ASSESSMENT DIAGRAM
INCLUSION OF "THE TINT SHOP", 107 CYPRESS
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
THE TINT SHOP
REV. MAY 2019

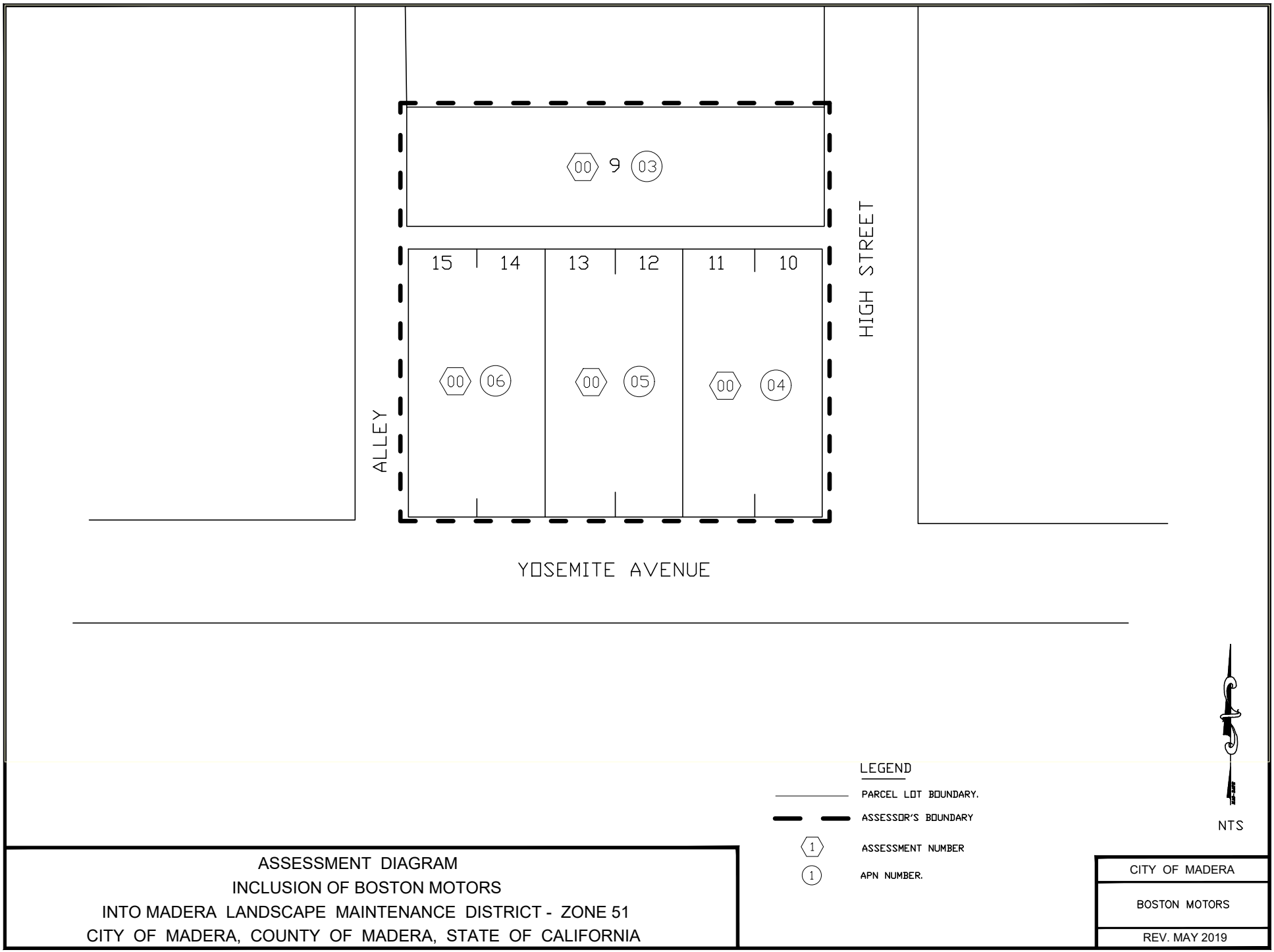


ASSESSMENT DIAGRAM
INCLUSION OF MADERA COUNTY HEALTH AND HUMAN SERVICES
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

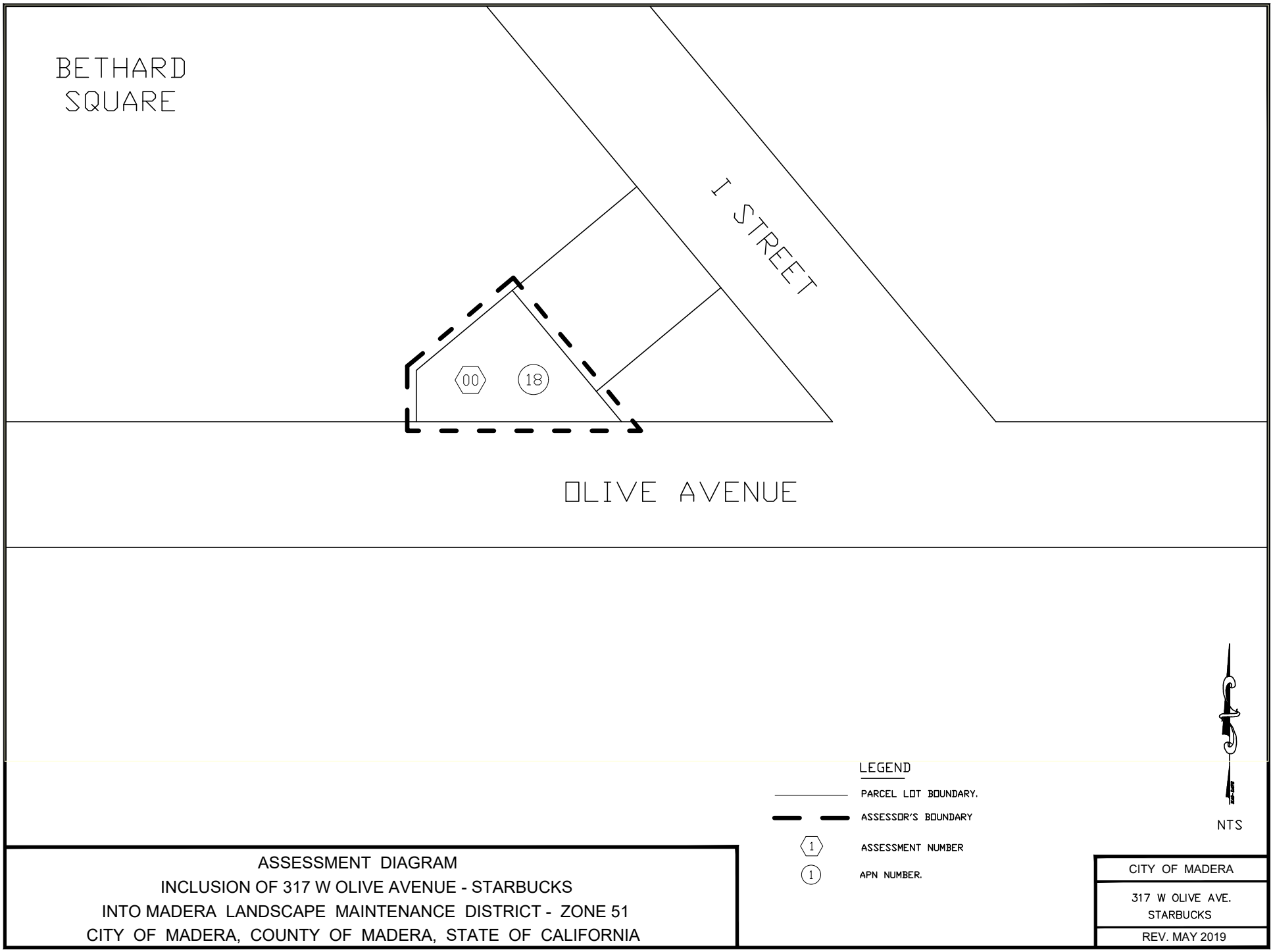
MADERA COUNTY
HEALTH AND HUMAN SERVICES

REV. MAY 2019



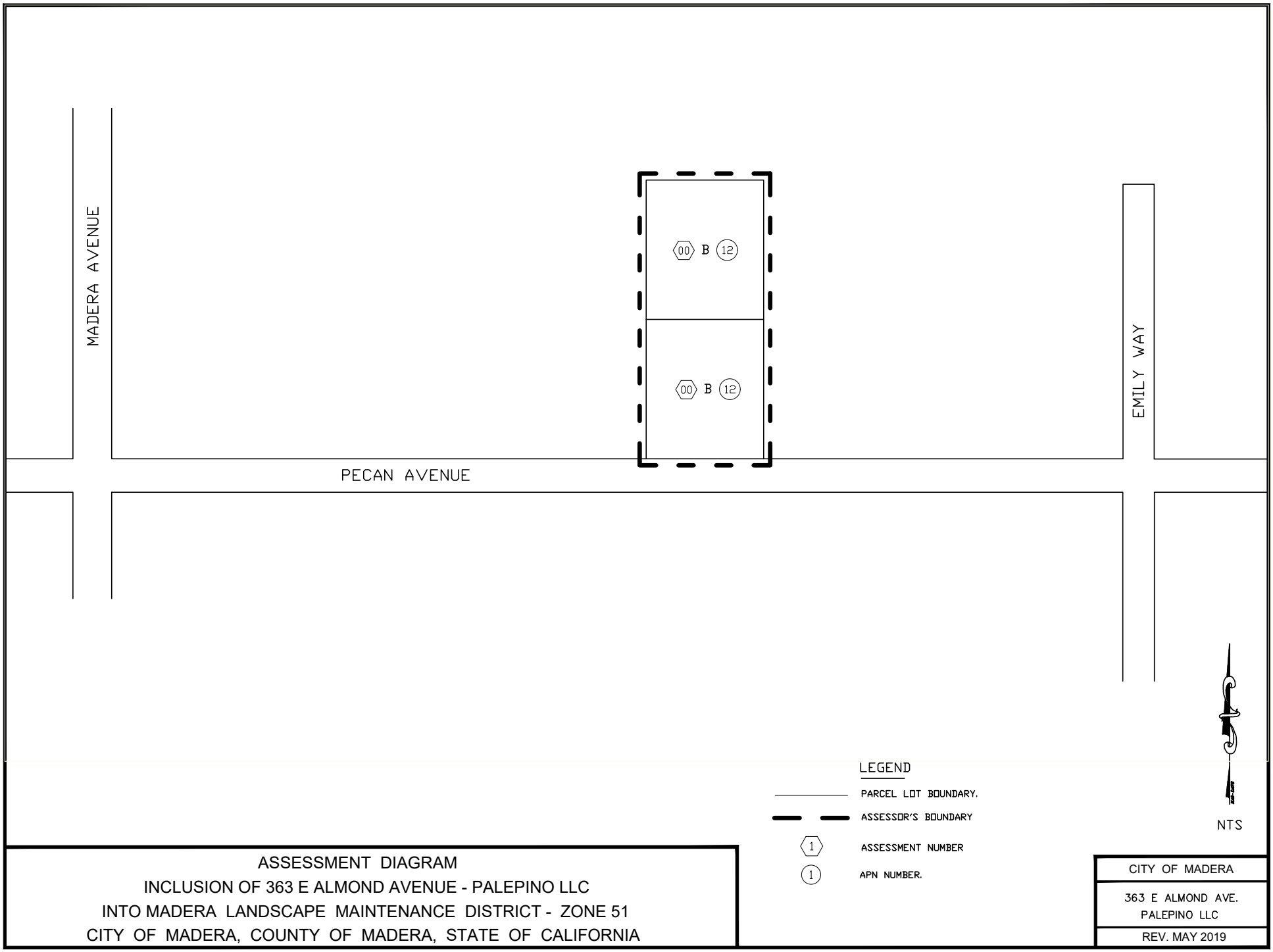
ASSESSMENT DIAGRAM
INCLUSION OF BOSTON MOTORS
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
BOSTON MOTORS
REV. MAY 2019



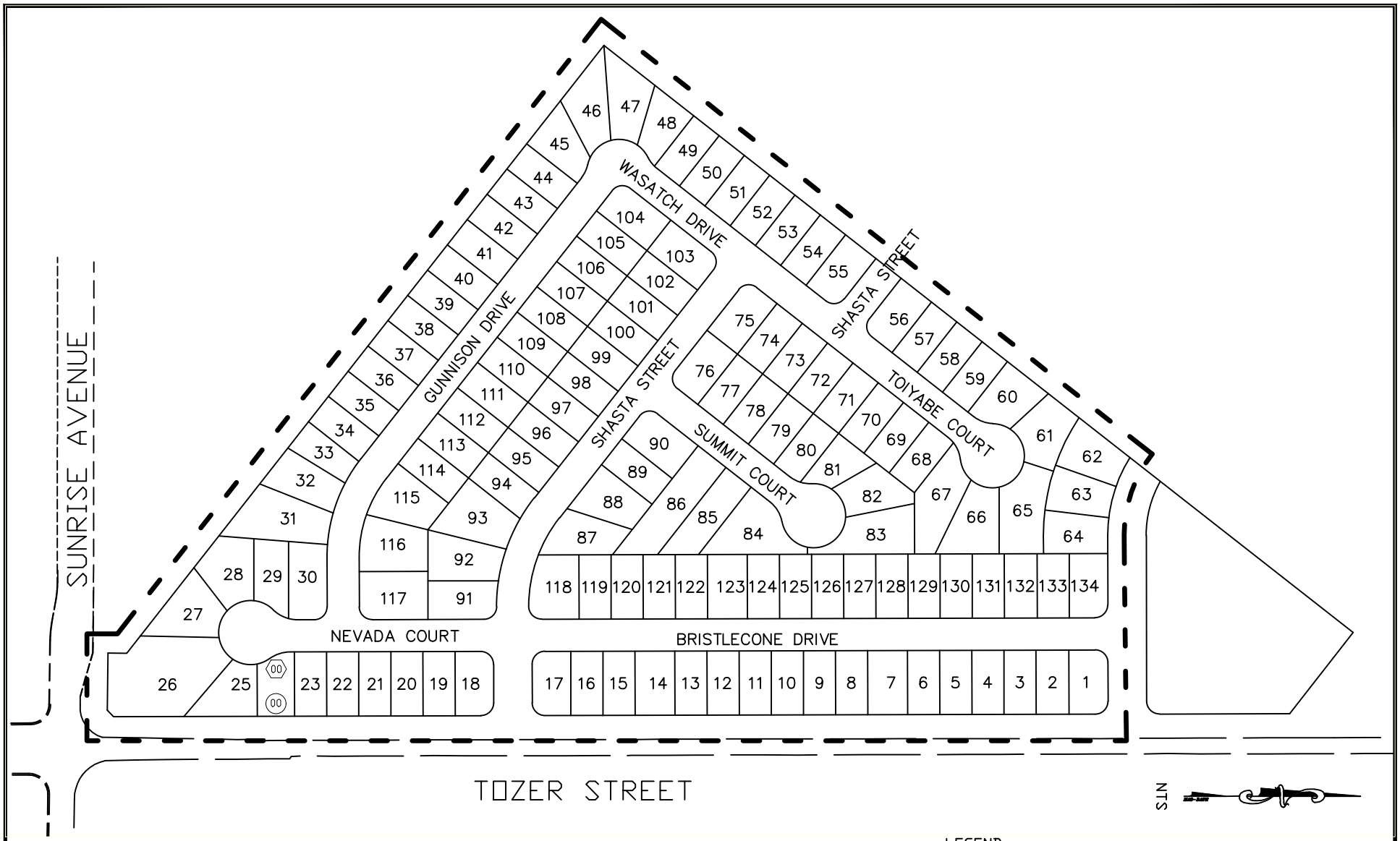
ASSESSMENT DIAGRAM
INCLUSION OF 317 W OLIVE AVENUE - STARBUCKS
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
317 W OLIVE AVE. STARBUCKS
REV. MAY 2019



ASSESSMENT DIAGRAM
INCLUSION OF 363 E ALMOND AVENUE - PALEPINO LLC
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
363 E ALMOND AVE. PALEPINO LLC
REV. MAY 2019



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

(1) ASSESSMENT NUMBER

(1) APN NUMBER.

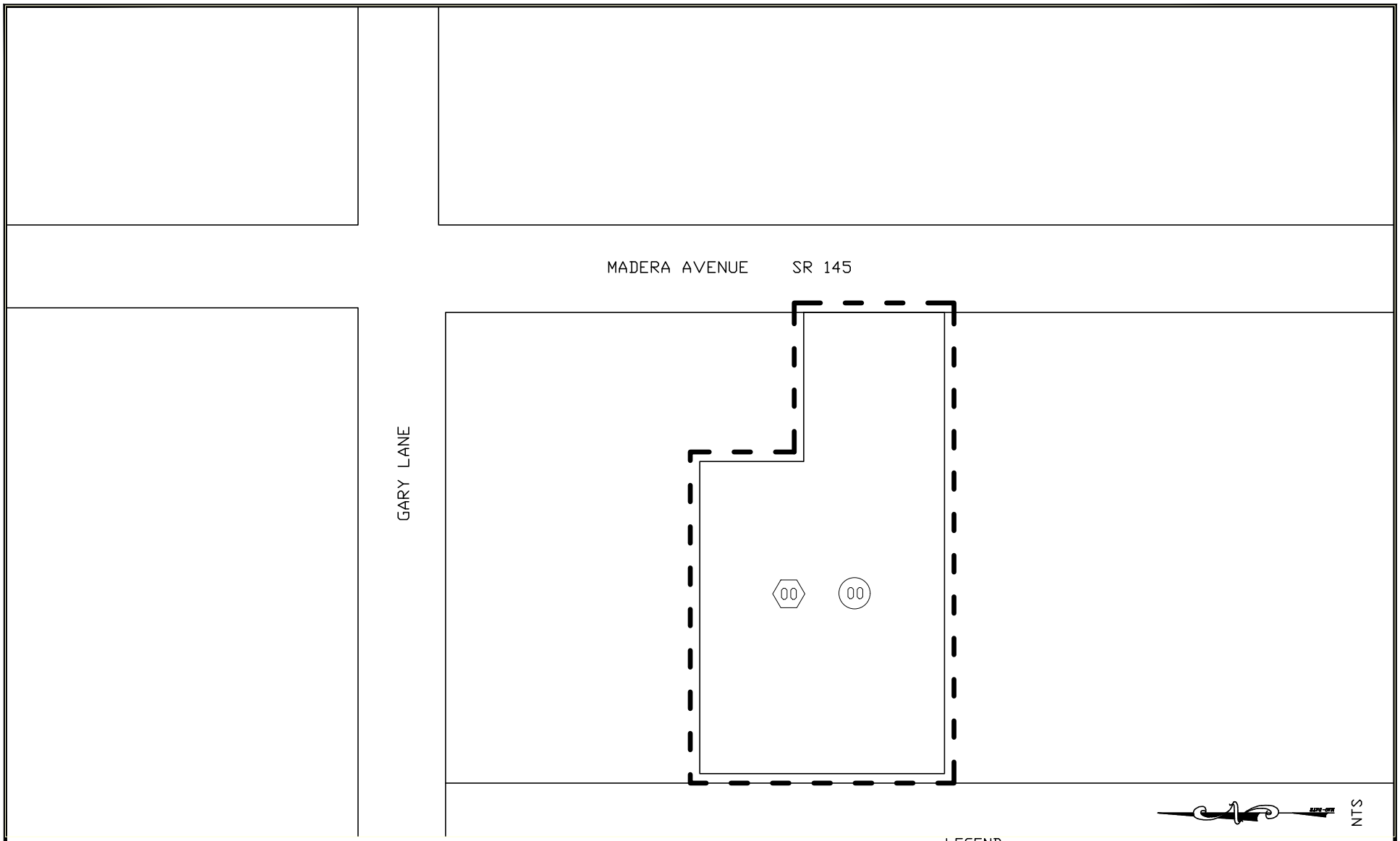
1 SUBDIVISION PARCEL LETTER/NUMBER

ASSESSMENT DIAGRAM
INCLUSION OF CROWN TOZER SUBDIVISION 19-S-03
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

SUBDIVISION
19-S-03

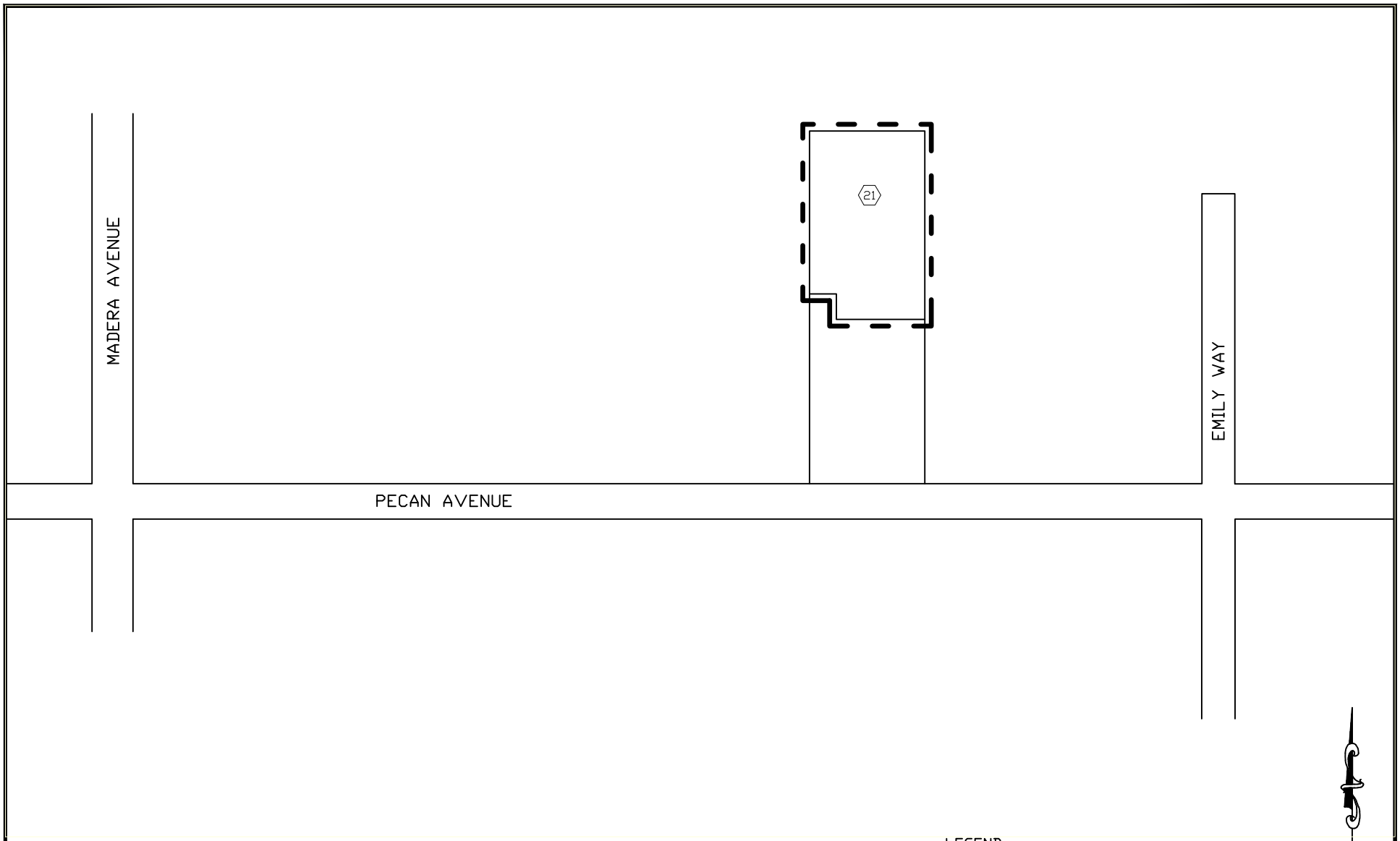
REV. JUNE 2019



ASSESSMENT DIAGRAM
INCLUSION OF BURGER KING, 1230 MADERA AVENUE
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
BURGER KING
1230 MADERA AVENUE
REV. MAY 2019

342



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

(1) ASSESSMENT NUMBER

(1) APN NUMBER.

1 SUBDIVISION PARCEL LETTER/NUMBER

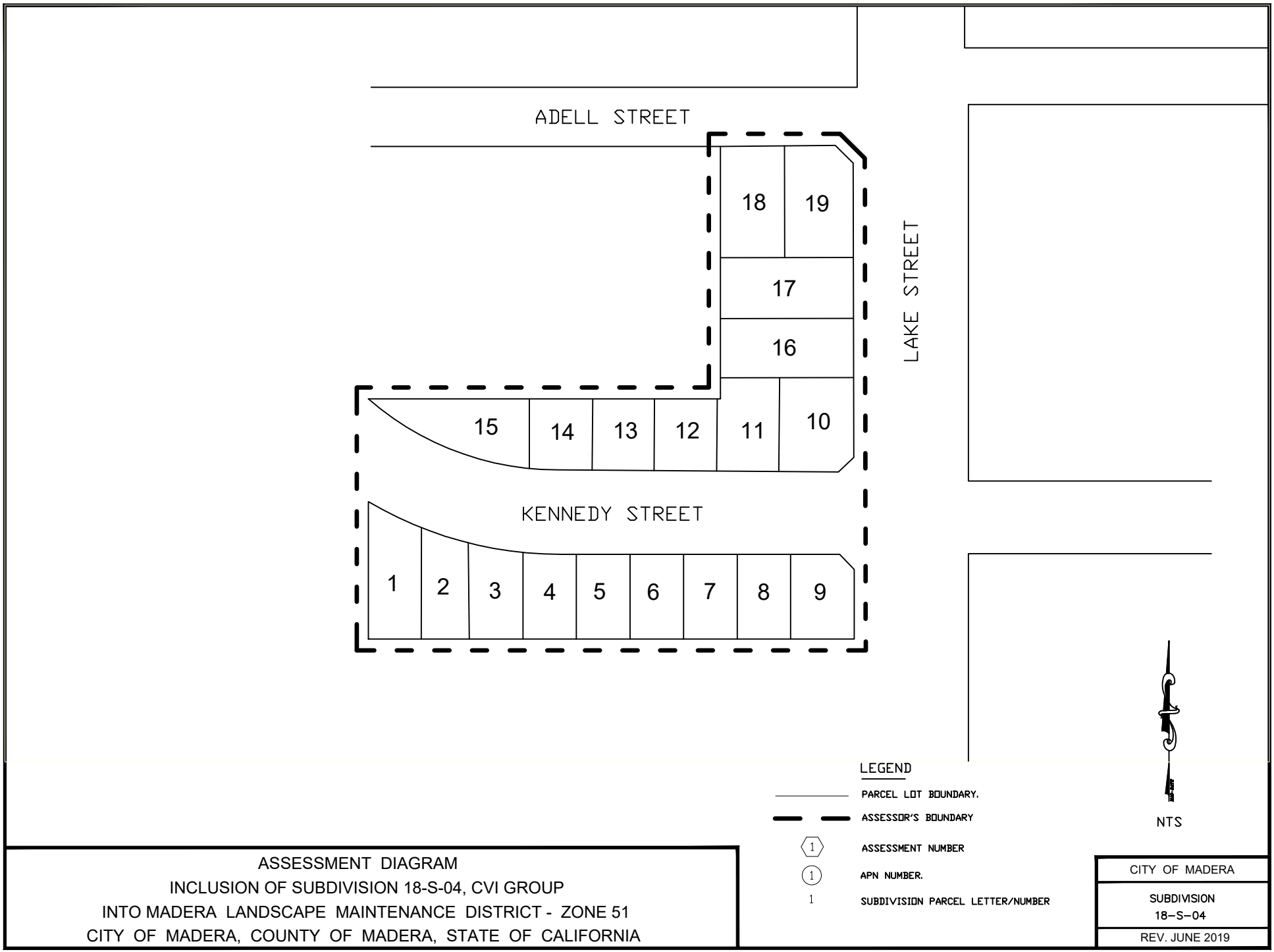
NTS

ASSESSMENT DIAGRAM
INCLUSION OF E. ALMOND (MUKKER) MEDICAL OFFICE, APN 012-390-021
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

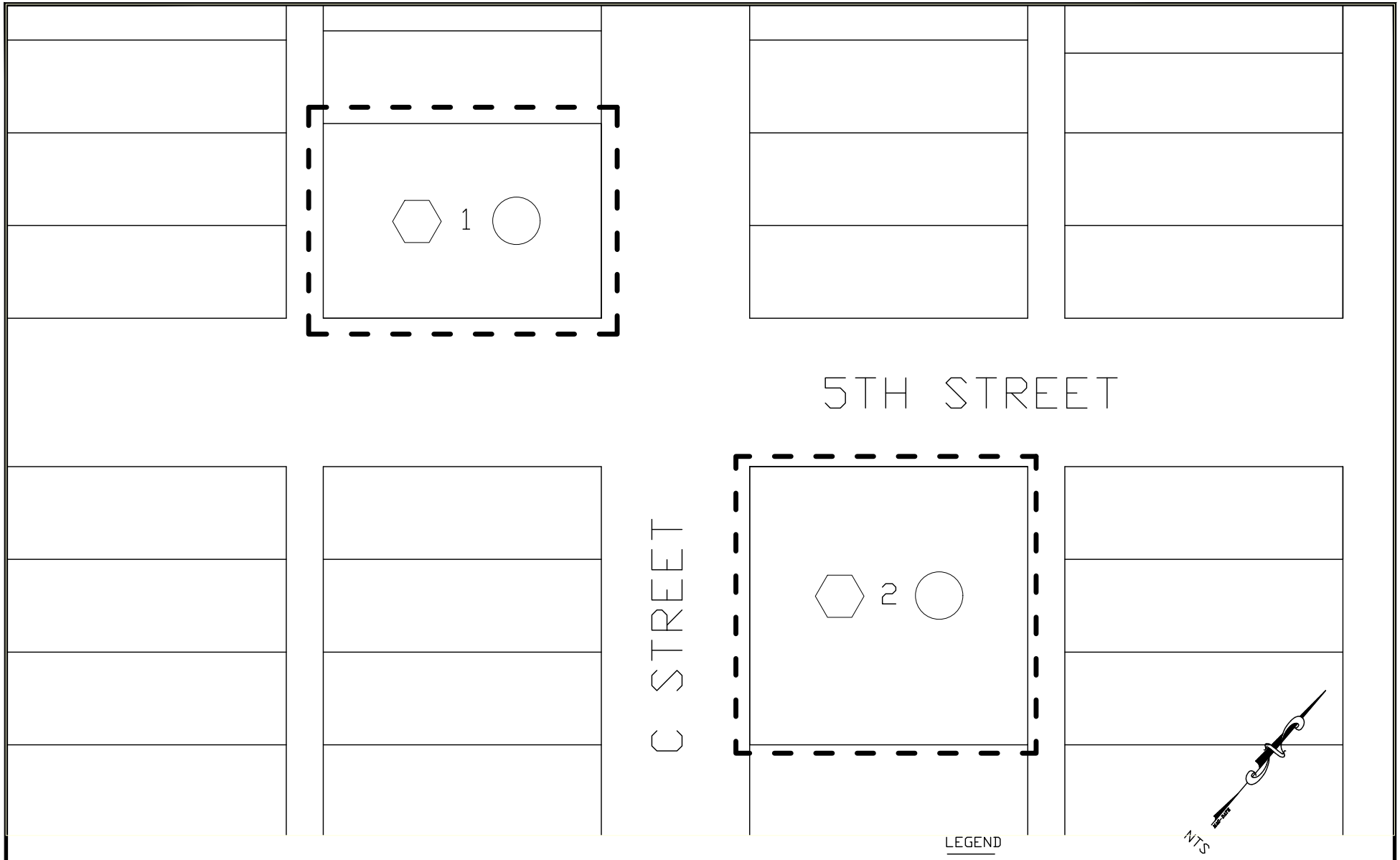
MUKKER
012-390-021

REV. JUNE 2019



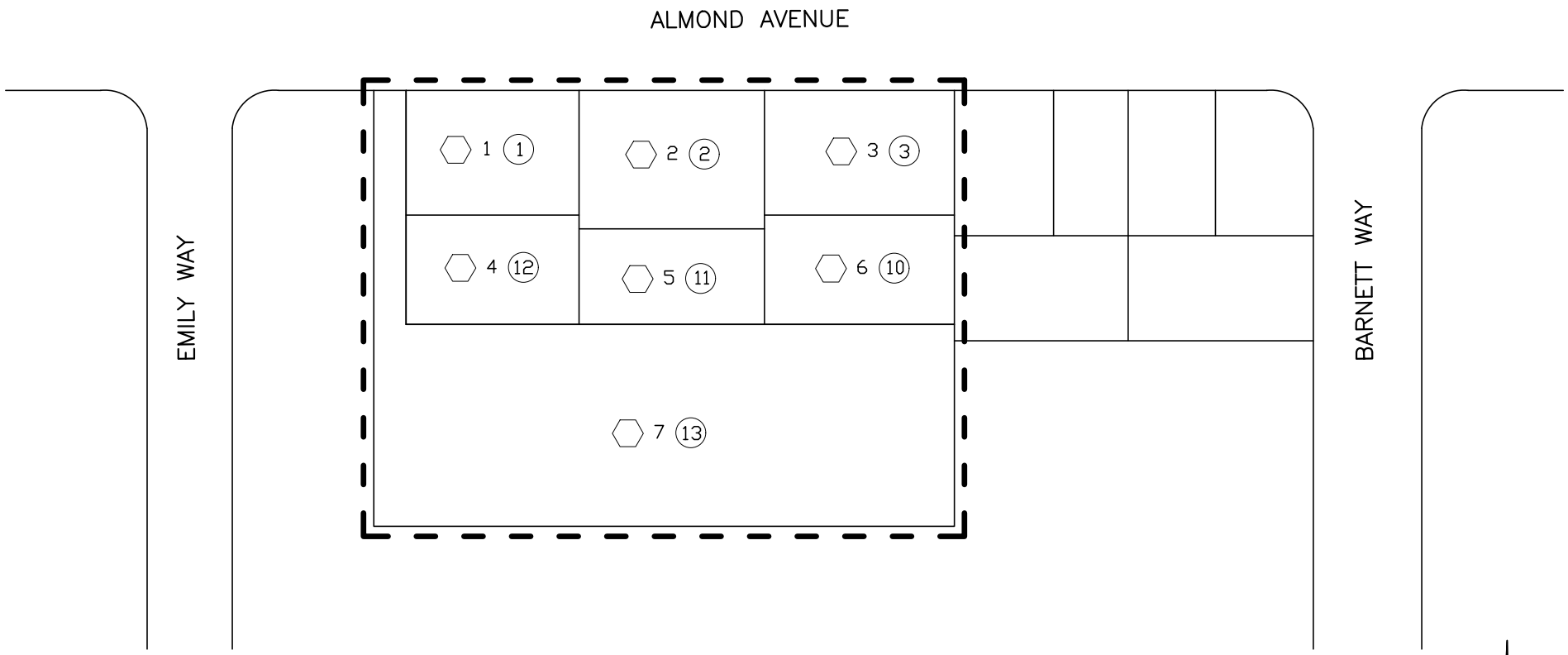
ASSESSMENT DIAGRAM
INCLUSION OF SUBDIVISION 18-S-04, CVI GROUP
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SUBDIVISION 18–S–04
REV. JUNE 2019



ASSESSMENT DIAGRAM
INCLUSION OF DOWNTOWN RESIDENTIAL - VETERANS HOUSING PROJECT
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
DOWNTOWN RESIDENTIAL VETERANS HOUSING
REV. MARCH 2020



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

(1) ASSESSMENT NUMBER

(1) APN NUMBER.

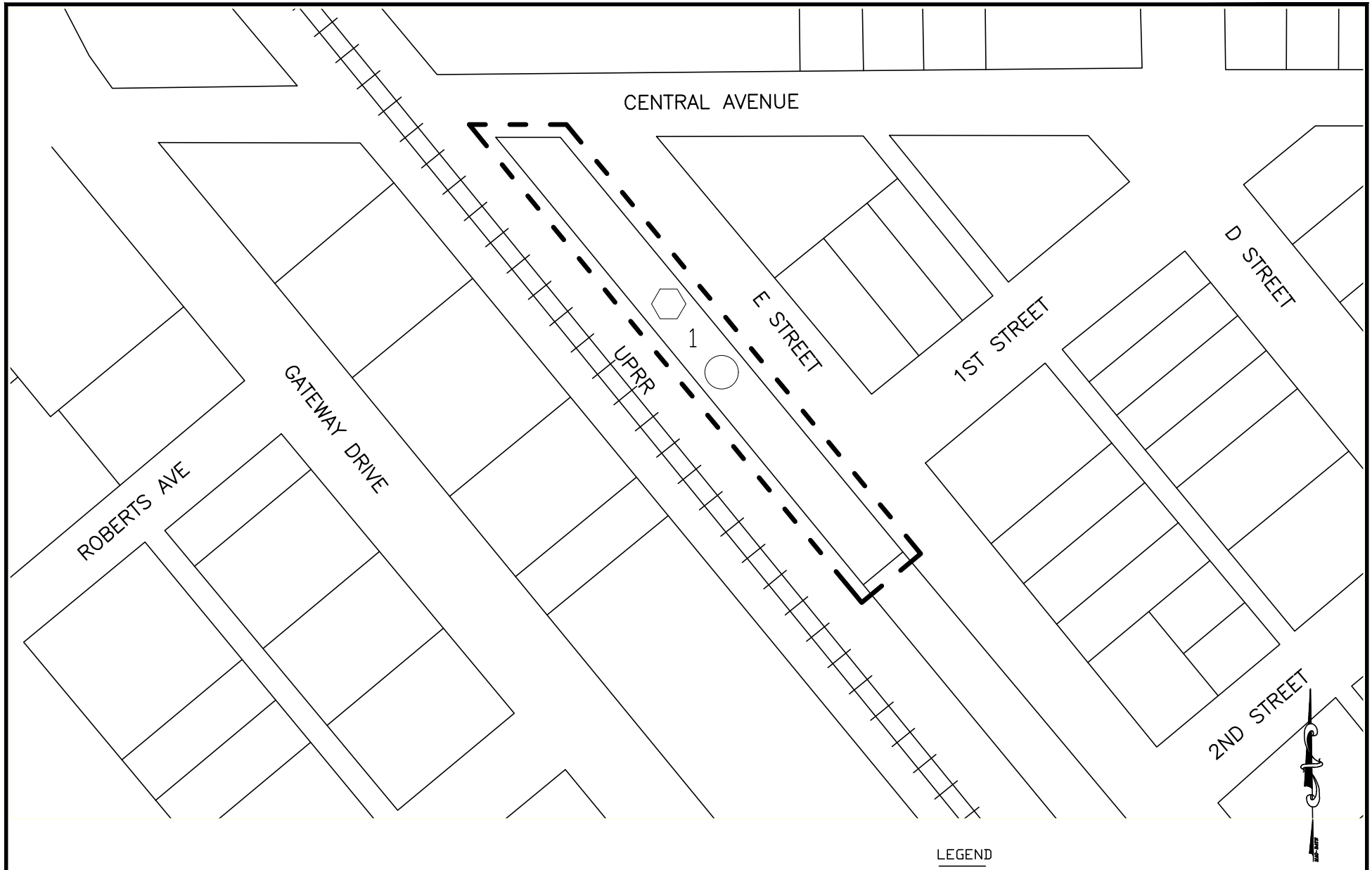
NTS

ASSESSMENT DIAGRAM
INCLUSION OF CAMARENA HEALTH - 720 E ALMOND AVE.
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

720 E ALMOND AVE.

REV. MARCH 2020



ASSESSMENT DIAGRAM
INCLUSION OF 610 N E STREET
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
610 N E STREET
REV. MARCH 2020

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Council Meeting of: July 21, 2021

Agenda Number: D-2

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Award of Street Project Contract: 2020-21 City St. 3R & ADA Project, State Project No. SB1-LLPL 5157 (120), City Project No. R-71

RECOMMENDATION:

Adopt a Resolution Approving the Contract Award for 2020-21 City St. 3R & ADA Project, State Project No. SB1-LLPL 5157 (120), City Project No. R-71 (Project), in the amount of $543,891.00 to Avison Construction, Inc.

SUMMARY:

On July 1, 2021, the City received four bids for the Project. Avison Construction, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. Funds for the Project were programmed in the Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2020/21 and will be carried forward to FY 2021/22. Therefore, it is recommended that Council award the project to Avison Construction, Inc.

DISCUSSION:

The Project consists of grinding asphalt concrete, removal of severely deteriorated sections of asphalt pavement, installation of pavement reinforcing fabric, paving with new asphalt concrete overlay, application of Cape Seals, Type II and III Microsurfacing, installation of ADA ramps, adjustment of existing manholes/utility covers to final grade, and replacing traffic striping/markings. The project include three locations – Central Avenue from Gateway Drive to Lake Street (Site 1), Almond Avenue from Madera Avenue to Emily Way (Site 2), and Pine Street from Gil Avenue to Victory Lane (Site 3).

The "Advertisement for Bids" for the project was duly noticed in the Madera Tribune Newspaper on June 2 and June 9, 2021. The bid documents (plans and specifications) were distributed to

Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and posted on EBidBoard.com, an online listing service for contractors accessible from the City's website as well as to other contractors that regularly access EBidBoard's website directly.

On July 1, 2021, the City received four responses. All bids were checked for accuracy against bidding requirements of the bid documents and for validity of licenses and bid security. The bids received are listed in Table 1.

Bid Alternates were requested in the bid documents to provide pricing to upgrade from a micro-surfacing Type III treatment to a Cape Seal at Sites 2 and 3 if funds are available in the budget. Base Bid Schedule A provided for the micro-surfacing at Sites 2 and 3; Deductive Bid Alternate 1 in combination with Additive Bid Alternate 2 removes the micro-surfacing and associated bid items and adds Cape Seal (Chip Seal with a Microsurfacing) and associated bid item cost. As specified in the bid documents, the successful bidder is determined on the lowest Base Bid. Bid Alternates are then incorporated into the contract as recommended. A summary of the bids received is listed in Table 1:

Table 1: *Bid Overview*

Bidder	Base Bid	Deductive Bid Alternate 1	Additive Bid Alternate 2
1. Avison Construction, Inc.	$472,931.00	$117,520.00	$188,480.00
2. Dave Christian Construction Co., Inc.	$474,343.00	$142,386.00	$177,915.00
3. Witbro, Inc. dba Seal Rite Paving and Grading	$506,318.00	$171,860.00	$208,092.40
4. Terra West Construction Inc.	$506,750.00	$128,020.00	$173,570.00
City Engineer's Opinion of Cost	*$512,000.00*	*$125,210.00*	*$207,200.00*

Avison Construction Inc. submitted the lowest, responsive, and responsible bid that meets the contract requirements. The bid documents state that the ultimate scope of the project, as subsequently determined by the Engineer and available budget, may or may not include Deductive Bid Alternate 1 and Additive Bid Alternate 2. The complete bid by Avison Construction, Inc. and recommendation for contract award is identified in Table 2.

Table 2: *Recommended Bid Award*		
Bid Schedules	*Notes*	*Recommended Contract Award*
Base Bid	Includes Micro-surfacing and associated cost	$472,931.00
Deductive Bid Alt. 1	Removal of micro-surfacing and associated cost Sites 2 and 3	($117,520.00)
Additive Bid Alt. 2	Add Cape Seal (Micro-surfacing Type II over 3/8 Chip Seal) Sites 2 and 3	$188,480.00
Total		**$543,891.00**

Staff's recommendation is to award the Cape Seal upgrade as it will provide a better surface treatment and extends the life of pavement longer than the single layer of microsurfacing. Avison Construction, Inc. submitted the lowest, responsive and responsible bid that meets the contract requirements.

The project budget and funding are outlined in Table 3.

Table 3: *Project Budget*	
Projected Costs	
Construction Contract – pending approval	$543,891.00
Contingencies (10% of Contract Amount)	$54,389.10
Construction Engineering, Inspection and Testing	$33,700.00
Total Costs	**$631,980.00**
Funds Programmed in FY 20/21 & FY 21/22 CIP Budget	
LPP	$306,000
Measure T RTP/3R	$326,000
Total Budget	**$632,000**

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. Funds for the project are programmed in the in the FY 2021/22 Capital Projects Budget, including the carryover from FY 2020/21, as outlined above.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1: Contract Agreement
2. Location Map

ATTACHMENT 1

Resolution

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR 2020-21 CITY ST. 3R & ADA PROJECT, STATE PROJECT NO. SB1-LLPL 5157 (120), CITY PROJECT NO. R-71 IN THE AMOUNT OF $543,891.00 TO AVISON CONSTRUCTION, INC. AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on June 2 and June 9, 2021 the City of Madera (City) Engineering Department advertised a solicitation for bids for Construction of for 2020-21 City St. 3R & ADA Project, State Project No. SB1-LLPL 5157 (120), City Project No. R-71, hereinafter referred to as "the Project"; and

WHEREAS, four sealed bids were received on July 1, 2021, and opened by the City Engineer; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for FY 2021/22 including carryover from FY 2020/21.

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

1. The above recitals are true and correct.

2. The City Council (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.

3. The City finds that Avison Construction, Inc. is the lowest responsible and responsive bidder.

4. The contract for the Project in the Amount of $543,891.00 to Avison Construction inclusive of Deductive Bid Alternate 1 and Additive Bid Alternate 2, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.

6. This Resolution is effective immediately upon adoption.

****

EXHIBIT 1

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 21st day of July, 2021, between the City of Madera, hereinafter called "**OWNER",** and Avison Construction, Inc. , doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "2020-21 CITY ST. 3R & ADA PROJECT, STATE PROJECT NO. SB1-LLPL 5157 (120) CITY PROJECT NO. R-71" inclusive of Deductive Bid Alternate No.1 – Site 2 & 3 and Additive Bid Alternate No. 2 – Site 2 & 3.

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $ 543,891, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) General Conditions
(J) Special Conditions
(K) City of Madera Standard Specifications and Drawings
(L) State Standard Plans and Specifications
(M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**2020-21 CITY ST. 3R & ADA PROJECT, STATE PROJECT NO. SB1-LLPL 5157 (120) CITY PROJECT NO. R-71 dated June, 2021.**

Addenda Nos. _____, dated _____
Addenda Nos. _____, dated _____
Addenda Nos. _____, dated _____

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Three Thousand Five Hundred Dollars**

($3,500.00) per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq*.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

(2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

B. *The Claim Must Be Timely and in Writing:*

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. *Receipt of Claim by Owner:*

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. *City Council Approval:*

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. *Payment of Claim:*

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion

that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. *Filing a Government Code Written Claim Notice:*

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A

subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the

CONTRACTOR must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to

local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and

the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 45-47** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Avison Construction, Inc.** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

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

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

1. An illegal use of funds by **Avison Construction, Inc.** ;
2. A failure by **Avison Construction, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Avison Construction, Inc.** to City.

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

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93638

To the Contractor **Avison Construction, Inc.**

Notices. All notices and communications from the **Avison Construction, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

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

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

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

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

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Avison Construction, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Avison Construction, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **Avison Construction, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

_____
Hilda Cantu Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

Avison Construction, Inc.

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

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

State of California)

County of _____)

On _____,2021 before me, _____
(insert name and title of officer)

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

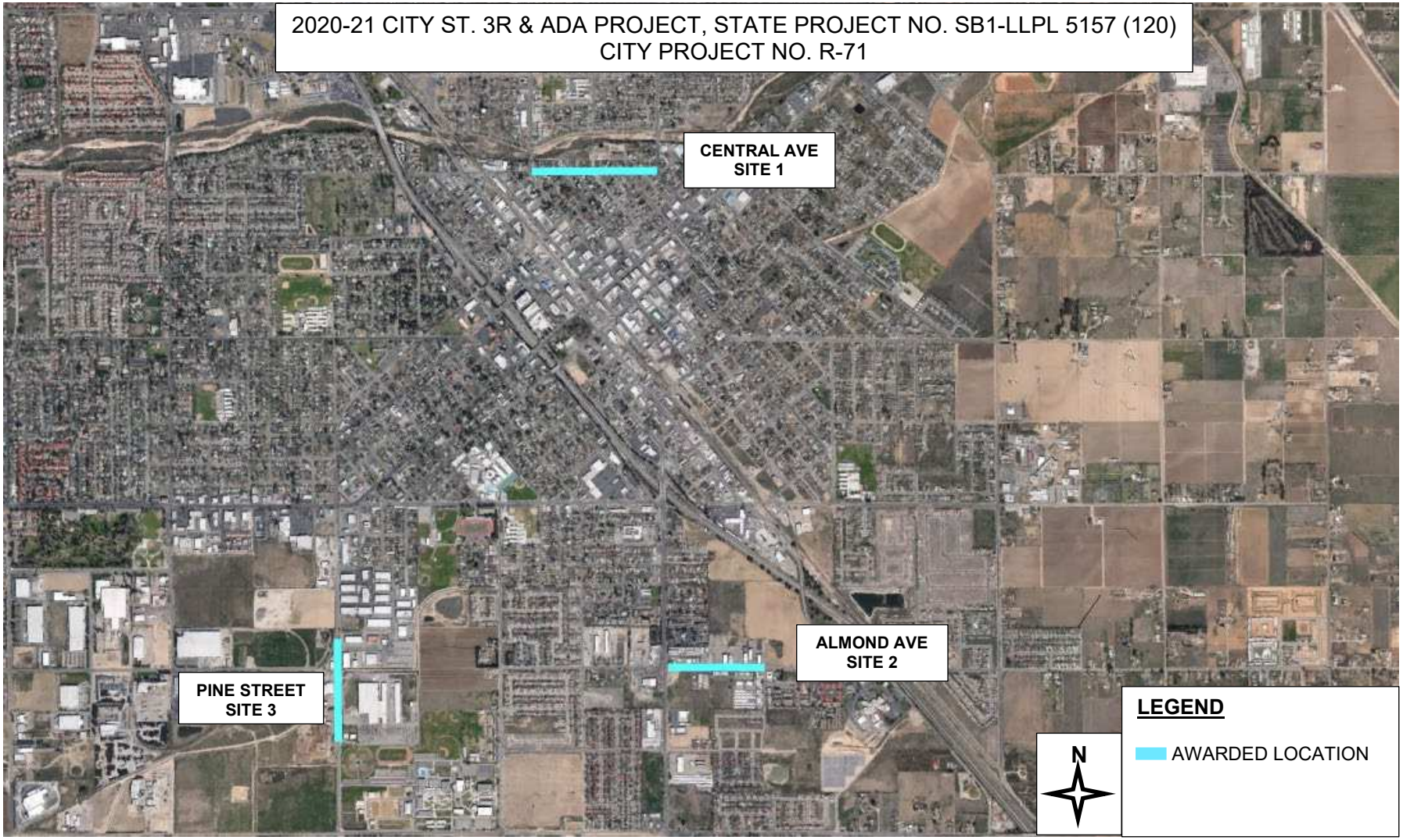
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT 2

Location Map


2020-21 CITY ST. 3R & ADA PROJECT, STATE PROJECT NO. SB1-LLPL 5157 (120)
CITY PROJECT NO. R-71
CENTRAL AVE
SITE 1
ALMOND AVE
SITE 2
PINE STREET
SITE 3
N
LEGEND
AWARDED LOCATION

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: D-3

SUBJECT:

Memorandum of Understanding (MOU) with the General Bargaining Unit (GBU), represented by the Madera Affiliated City Employees' Association

RECOMMENDATION:

It is recommended the City Council adopt a minute order:

1. Approving the MOU between the City of Madera and GBU effective July 21, 2021 through June 30, 2025;
2. Authorizing the City Manager to sign the MOU; and
3. Authorizing the Director of Financial Services to designate and classify reserves from the general fund unassigned fund balance into the assigned classification for the portion of the health insurance increase and the one-time annual employee payouts related to the four-year MOU.

SUMMARY:

The existing MOU with GBU expired June 30, 2021. Representatives of the City and MACEA met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU. The major components of the proposed four (4) year agreement are a two percent (2%) cost-of-living adjustment (COLA) in each year of the agreement, a lump sum payment to each employee of $1,500 each year of the agreement, and the City's contribution to health will be set to the Core Anthem and Core Kaiser plans. The MOU will also include continuing the Holiday Closure between Christmas Day and New Year's Day for 2021-2024.

DISCUSSION:

City representatives have met and conferred with MACEA representatives to discuss the terms of a successor MOU. At this time, the parties have reached agreement on the terms to be contained in the new MOU. In summary, the proposed MOU provides for the following:

- *Term*: Effective July 21, 2021, through June 30, 2025.
- *Salary*:
    1. Employees will receive a two percent (2%) cost-of-living adjustment each year of the agreement. As this agreement is finalized mid-July 2021, the first pay increase for GBU members will be effective the pay period beginning July 17, 2021.
    2. Employees will receive a $1,500 lump sum payment in each year of the agreement, typically in the first July paycheck for that year. For 2021, this lump sum will be paid in the first August paycheck due to timing of the adoption of the agreement.
- *Health Insurance*: For the term of the agreement, the City's contribution cap will be set as follows:
    - For Anthem Core and Anthem Buy-up plans, the City contribution will be equal to the Anthem Core + Dental + Vision premiums at each enrollment level.
    - For Kaiser Core and Kaiser Buy-up plans, the City contribution will be equal to the Kaiser Core + Dental + Vision premiums at each enrollment level.
    - Effective July 1, 2021, the monthly amount for those who waive insurance with proof of other coverage will increase from $300 to $450 per month.
- *Bereavement Leave*: Employees are currently eligible for up to three (3) days of non-chargeable bereavement leave in the event of the death of the employee's parent, spouse, registered domestic partner, or child. Language has been added to increase this to five (5) days for out-of-state relatives.
- *Holiday Closure*: Employees represented by MACEA will receive the workdays between Christmas Day and New Year's Day as time off with pay each year of the agreement. Any employee required to work will receive their normal pay for the hours worked and will receive an equivalent number of hours of banked time to use at a later date. Requests to work and bank time must be approved in advance by the City Manager.
- *Pay Range Assignment*: MACEA representatives have expressed concerns regarding salary range assignment for positions in the water and streets divisions of Public Works. The City acknowledges these concerns and has agreed to meet with MACEA representatives within ninety (90) days of adoption of the MOU to develop a recommendation for potential salary range adjustments. Any proposed adjustments will be subject to approval by the City Council.
- *Incentive Pay*: Employees in the classification of Wastewater Treatment Plant Operator III or Wastewater Treatment Plan Lead Worker who obtain an Operator IV certification from the State of California will be eligible for a 5% pay incentive.

- *Mechanics' Tool Allowance*: Currently the City's Mechanics receive an annual tool allowance of $300. Going forward, Mechanics will be eligible to request up to an additional $300 for tools on a reimbursement basis.
- *Jury Duty*: In an effort to clarify the intent of time off for jury duty, the parties have agreed to a standing morning dismissal for any jury duty service beginning at 10:00 am or earlier. A department director may grant appropriate excusal time for any assignment that begins after 10:00 am.

These changes as outlined are included in the MOU attached to this report.

FINANCIAL IMPACT:

Salaries

The first-year costs of the COLA and lump sum payments are noted below in Table 1. The cost in subsequent years will depend on the employee count at that time, classification level, and years of service.

Table 1. *Year One Cost for COLA and Lump Sum Payment*

Compensation Element	*Year-1 Costs*
2% COLA	$121,342
$1,500 Lump Sum	$145,500
Total Year 1 Salary Cost	**$266,842**

Health Benefits

The existing health plan proposed an increase of about $810,000, or 24.7% higher than 2019/20 premiums. Because the City took action and changed the health plan offerings for 2020/21, it is anticipated this increase will be reduced by approximately $225,000 city-wide by the change to PRISMHealth, making a net increase of about $585,000 for all City employees, or 17.9 % higher than 2019/20.

Based on current enrollment, the increase to the waiver amount is estimated to cost approximately $86,000 more per year for all employees. However, it should be noted that substantial savings are experienced by the City should an employee elect the waiver over enrollment.

Holiday Closure

The actual number of workdays an employee receives pay during the Holiday Closure will depend on the employee's normal work schedule and how the holidays fall within the week in any given year. Using an assumption of four (4) workdays, the value of the Holiday Closure is estimated to be approximately $95,000 each year.

Source of Funds

The recurring salary costs incurred by the annual COLAs will be accounted for in the City's operating budget. The City will designate and classify reserves from the general fund unassigned

fund balance into the assigned classification for the portion of the health insurance increase and the one-time annual employee payouts related to the four-year MOU.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Pay and benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

If the Council does not take action on the resolution, existing agreement terms will continue until a successor MOU is agreed upon.

ATTACHMENTS:

1. Memorandum of Understanding between the City and GBU

GENERAL BARGAINING UNIT

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MADERA AFFILIATED CITY EMPLOYEES' ASSOCIATION

AND

THE CITY OF MADERA

Effective July 21, 2021 to June 30, 2025

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Article I – Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the "City", and the Madera Affiliated City Employees' Association, hereinafter referred to as the "Association", having met and conferred in good faith, do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by the agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 – Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties whether formal or informal, regarding any such matters are hereby terminated.

This MOU shall govern in case of conflict with provisions of existing City and Department rules, regulations, and ordinances pertaining to wages, hours, and other terms and conditions of employment. Otherwise, existing City and Department rules, regulations and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate actions not in conflict with the MOU.

Except for emergencies, the Association if affected shall be given reasonable advance written notice, not less than two weeks, of the proposed modification or adoption of any rule, regulation, or ordinance directly related to matters within the scope of representation and shall be given the opportunity to meet and confer with the City prior to adoption.

Article 3 – Recognition

Pursuant to Section 3500-3510 of the Government Code of the State of California, the Association is hereby recognized as the Certified Employee Organization having exclusive representation for all employees whose classifications are in the representation units designated as General. The classes and negotiated salaries in this unit are listed in the Exhibit A, attached hereto.

The Association and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purpose set forth in, and to adhere to the conditions and clauses set forth in this MOU.

No lock-out of employees shall be instituted by the City during the term of this Agreement. No strike of City employees shall be caused or encouraged by the Association during the term of this Agreement.

Article 4 – Non-Discrimination

No employee covered by the Agreement shall be discriminated against by the City, or by the Association by reason of race, color, religion, sex, age, national origin, disability, political affiliation or sexual orientation. The City will not interfere or discriminate in any way against any employee by reason of membership in the Association.

Article 5 – Management Rights

The City recognizes its obligations to meet and confer in good faith in accordance with the Meyers Milias Brown Act. However, it is understood and agreed that the City retains all its powers and authority to manage municipal services and the workforce performing those services. It is agreed that during the term hereof the City shall not be required to meet and confer on matters which are solely a function of management, including but not strictly limited to:

- Determine and modify the organization of City government and its constituent work unit.
- Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
- Determine the budget, organization, merits, necessity, methods, means, numbers, classification and kinds of personnel by which services are to be provided.
- Determine what types of goods or services shall be made or provided by the City.
- Supervise and direct the work of employees.
- Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increase and benefits, or otherwise discipline employees, subject to just cause and the requirements of applicable law.
- Relieve employees from duty because of lack of work or lack of funds or other legitimate reasons.
- Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- Take all necessary actions to protect the public and carry out its mission in emergencies.

- All City rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

Article 6 – Association Security

The Association recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of the City of Madera, consistent with its responsibilities to the employees it represents and as the Certified Employee Organization.

The Association recognizes its responsibility as the designated representative and agrees to represent all employees in the Unit without discrimination of any type, interference, restraint or coercion, subject to the right of such employees to represent themselves individually in their employment relations with the City.

The City will provide the Association with two weeks advance notice, or as soon as possible, of any new employee's orientation and will give an Association representative 20 minutes as part of that orientation. The Association's part of the orientation will take place the 2nd work day of the new employee in an appropriate break room. The Association will be given a new employee's name, work unit, job classification, home address, personal cell phone, rate of pay and start date prior to the employee's start date to the extent the information is available.

The Association agrees to follow City Resolution No. 4775, Article 111, Section 3.1, which requires the Association to submit any changes of information regarding the Association filed with the City by the exclusive representative, to be submitted to the Employee Relations Officer within fourteen (14) days of such change.

The Association recognizes the City Manager for the City of Madera, or such other person as may be designated, as the designated representative of the City pursuant to Resolution No. 4775 established by the City, and agrees to meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions and proposals.

"Scope of Representation" shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of merits, necessity or organization of any service or activity provided by law or executive order.

The Association is the exclusive representative of all employees holding a permanent position within these classes described in this Memorandum of Understanding. However, it is understood that individuals may select to represent themselves.

Article 7 – Association Rights

The Association may designate different official representatives for the purpose of meeting and conferring regarding departmental issues and at the City level. The Association may also designate alternates to such official representatives for the purpose of specific meetings by advance notice to the City Manager or designee.

The City shall provide release time for up to six (6) General Bargaining Unit (GBU) Stewards upon request for the following purposes:

- Investigation of grievances and potential grievances;
- Attendance at meetings of disciplinary nature when presence is requested by an employee;
- Attendance at meetings with management;
- Meet and confer sessions;
- Attendance at open meetings of Boards and Commissions that effect wages, hours and working conditions of employees in the unit.

The GBU Stewards as a group shall be allowed not more than a total of 40 hours of paid leave per year for the conduct of Association business relating specifically to the City of Madera, exclusive of the Meet and Confer process. Said release time must be approved by the employee's supervisor or department head, and such leave shall not be unreasonably denied. Leave taken under this section shall be reported to the Human Resources Department for purpose of accounting for the hours taken. For accounting purposes, clerical functions shall be included in the 40 hours. Such time is not for the purpose of Association organizing or solicitation of members.

It is agreed that efforts shall be made to minimize such release time in scheduling meetings.

The processing of a grievance shall be considered official business and the employee, along with his/her representative, shall have reasonable time and meeting facilities allocated to them.

The City shall provide bulletin board space for the Association for the purpose of communication between the Association and its membership. The Association shall also have access to City mailboxes for the purpose of distributing mail to the Association members.

The City shall furnish suitable bulletin boards for use by the City for posting announcements. Announcements for all personnel examinations, Council and Civil Service Agendas, and other matters relating to the Association/GBU and the City's concerns shall be posted on these boards. At a minimum one such board shall be in City Hall, and one in the common area at the Public Works/Parks & Community Services building.

Maintenance of Membership

Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU, provided however that any employee in the unit may terminate such Association dues during the period of December 1 through December 15th of each year of the MOU by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of the Association from which dues deductions are to be cancelled. The letter shall be sent to Madera City Hall located at 205 W. 4th Street, ATTN: Madera Affiliated City Employees' Association. The Association will provide the City's Payroll Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. The effective date for dues cancellation will be the first full pay period after January 1st of each year.

Authorization by individual members to begin or requests to terminate dues deductions will be maintained by the Association. The start or stop of membership dues deductions for individual members will be communicated by the Association to the City's Payroll Department in writing by an authorized representative of the Association. Requests to begin dues deductions will be effective the next whole pay period following receipt by the Payroll Department of the written request to begin such deductions form the Association. The City will not be held liable for Association dues deductions made or terminated based on notice from an authorized Association representative.

The City, will, on the first 2 paydays of each month, deduct the applicable Association dues for all employees and such dues and fees shall be remitted to the Association regularly with an itemized statement within 15 business days of the withholding.

The Association shall keep the City currently informed as to the amount of dues to be deducted and such notification shall be certified to the City initially in writing over the signature of authorized Officers or Representatives of the Union.

Changes in the membership dues shall be certified to the City at least one (1) month in advance of the effective date of such changes. The City shall have no responsibility for the collection of fees, assessments, or other deductions unless such deductions are certified to the City as prescribed at least thirty (30) days in advance of the payday upon which such deduction is to be made.

The Association shall indemnify, defend and hold harmless against all claims, demands, expenses, judgments, or other liabilities on account of dues or fees collected by the City and paid over to the Association.

The Association agrees to refund to the City any amounts paid to it in error upon presentation of proper evidence thereof.

Article 8 – Employee Rights

The rights of employees, except as expressly modified herein are set forth in City ordinance and the Personnel Rules and Regulations. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein. In the event the City wishes to modify any adopted rules and regulations previously enjoyed by the Association or employees prior to the execution of this MOU, the City shall meet and confer with the Association prior to such modification.

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations regarding wages, hours and conditions of employment.

The parties hereto recognize their membership in the Association is not compulsory, that employees have the right to join or pay the agency fee, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. Employees shall have the right to represent themselves, individually, in their employment relations with the City.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee or any employee organization because of his exercise of any of these rights.

Representation Rights and Responsibilities - All employees in the General Unit shall be allowed, subject to lawful limitations as may be prescribed in the Association by-laws, full voice, vote and influence on positions and proposals of the Association.

The City shall consider the positions and proposals of the Association as meet and confer positions and proposals of all employees, individually and collectively in the General Unit.

Personnel Files - An official personnel file is maintained for each employee in the Human Resources Department under the direction of the Human Resources Director. All official documents pertinent to an individual's employment relationship with the City such as applications, performance evaluations, commendations, and corrective actions are maintained in the file. Personnel files are considered confidential and access is limited.

Each employee shall have the right to review his/her personnel file or authorize its review by a designated representative during normal working hours in the presence of a designee of the Human Resources Department. Employees shall have the right to have hard copies or electronic scans of the content of their personnel file made.

All documents relating to work performance, employment status and evaluations to be placed in the personnel file must be signed and dated by the submitting authority and the following will occur within five (5) working days:

a. Employee is given notice;
b. Employee is given a copy of the document; and
c. Employee is given an opportunity to review and comment thereon, orally or in writing, within 30 days of notice.

If an employee disagrees with the content of a document placed in his/her personnel file, it shall be the right of the employee to submit a written response to the Human Resources Director to be attached to the document in question and included in the file.

In the event materials containing negative comments or derogatory charges against an employee are proven to be without substance through agreement or the grievance process, the material shall be destroyed or sealed as agreed. Materials previously sealed, as provided in a prior MOU, may be destroyed upon request. (Derogatory charges on performance evaluations do not apply to this process.)

Vacation, compensating time off and overtime selection by department, division, or shift shall be based upon class seniority except in cases where there are several employees, each of different classifications, then divisional seniority shall prevail. Where seniority by class is equal, the determination shall be made based upon department seniority.

Representation of Employees - the City recognizes the right of employees in the General Unit to be represented by the Association in their employer-employee relationship with the City. The City recognizes the right of an employee to request the presence of a Association representative during an investigatory interview, also known as Weingarten Rights.

Rest Periods - employees of the General unit shall be allowed a rest period not to exceed fifteen (15) minutes, once before the lunch break and once after the lunch break, without loss of compensation. Rest periods may be scheduled by the City, consistent with the workload and in accordance with the requirements of the department. The City shall not disrupt the employee's rest period with the exception of extreme circumstances. Such rest periods shall be taken at the work site unless otherwise authorized by the Department Head. Employees working at the Public Works Yard or City Hall and other office locations shall not leave the building area to take work breaks without the approval of the supervisor.

Employees assigned to crews working in the field, are to take breaks at the worksite, or as provided by the supervisor. If necessary, one employee from the work crew may leave the work site to purchase refreshments for himself/herself and other crew members

The City agrees to provide employees with a rest period, not to exceed fifteen (15) minutes, at the end of any scheduled shift, if an employee is scheduled to work two (2) or more hours of overtime, and to provide an additional rest period of the same duration between each two (2) hours of overtime worked.

Article 9 – Grievance Procedures

The purpose of the grievance and discipline appeal procedures are to establish a more harmonious and cooperative relationship between the City and its employees. It is also the policy of the City to assure employees the right to full freedom of association, self-organization and designation of representatives of their own choosing for the purpose of adjustment of their grievances, free from interference, restraint, coercion or reprisal.

A grievance is a complaint or claim by an employee, a group of employees or the Association of a violation of a right as to wages, hours, or other terms or conditions of employment. It may involve such things as work assignments, physical facilities, defective equipment, a claimed violation of established rules, well accepted and well established City-wide or department practices, alleged unfair treatment as relates to the above, and safety or health hazards.

Issues specifically excluded from appeal or having other defined methods of appeal, such as discipline appeal, complaints of discrimination or harassment in violation of State or Federal law, or an unfair labor practice, may not be grieved.

Grievance Procedure

Step 1. Informal. An aggrieved employee shall normally attempt to solve any grievance at the beginning of a problem. For this reason, to have standing, a grievance must be raised as a grievance to the supervisor within ten (10) working days of knowledge or the employee should have reasonably known of the situation giving rise to the grievance. At this step of the grievance process, it is informal, and there is no written grievance. Should the employee request Association representation at this step in the process the Human Resources Director shall be advised prior to any meeting on the grievance. If the employee is not satisfied by the supervisor's verbal response, he/she has five (5) working days from the meeting with the supervisor to request a written response. The supervisor has five (5) working days from when a written response is requested by the employee to prepare the written response.

Step 2. If the employee is not satisfied by the written response, the employee has five (5) working days to file a formal grievance by submitting a written appeal to the department head or designee. Attached is a two-sided copy of the Grievance Form marked Exhibit B for membership use. The written grievance shall be in sufficient detail to enable the department head to know what right(s), as to wages, hours or other terms and conditions of employment have been violated. An employee shall have the right to be accompanied and assisted by a representative of his/her choosing during the formal steps of the grievance procedure. The department head, shall hear the grievance within ten (10) working days of receipt of the formal grievance, and within five (5) working days of hearing the grievance will provide the employee with a written explanation stating the decision or proposed action to be taken.

Step 3. If the employee is not satisfied with the department head's written decision, he/she may file a written request for review by the City Manager or designee. The employee must submit this written request within five (5) working days of the department head's decision. In scheduling the time and place of such grievance hearing, the City Manager or designee shall consider the possible disruption of the workforce and work flow and shall therefore schedule times and places which minimize disruptions. Such scheduling shall be set in a timely and reasonable manner. The decision of the City Manager or designee, is final and not subject to further appeal.

If the employee fails to respond within the periods provided the grievance is withdrawn, and not a subject for further grievance. If management fails to respond within the prescribed period, the employee has the right to move the grievance to the next step in the process. The City and the employee may mutually agree to extend time periods needed for the grievance to have standing, and/or waive Steps 1 and 2 and proceed directly to Step 3 when an issue is not within the supervisor or department jurisdiction to resolve.

Article 10 – Corrective/Disciplinary Action

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a just cause progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

- Fraud in securing employment
- Incompetence
- Inefficiency
- Inexcusable neglect of duty
- Insubordination

- Dishonesty
- Unauthorized absence without leave
- Conviction of a felony or conviction of a misdemeanor involving moral turpitude
- Continued or flagrantly discourteous treatment of the public or another employee
- Improper political activity
- Misuse or theft of City property
- Violation of City rules, regulations, policies, procedures or ordinances
- Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest
- Falsifying and/or unauthorized removal or destruction of City records
- Unauthorized possession of firearms or explosives
- Harassment (sexual or otherwise) of another employee or member of the public
- Gambling on duty or while on City property
- Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises
- Excessive tardiness
- Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. Repeated instances may lead to a written counseling memo or electronic communication between the supervisor and employee reinforcing the verbal counseling already provided. Verbal or written counseling is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is not subject to appeal.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note:
Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is

seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions are based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Manager within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee Association. The City Manager may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Manager, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 11 – Compliance with Memorandum of Understanding

In the event of any violation of the terms of this MOU, responsible and authorized representatives of the Association or the City, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this MOU. Individuals acting or conducting themselves in violation of the terms of this MOU may be subject to discipline up to and including discharge. The City shall enforce the terms of the MOU on the part of the supervisory personnel, the Association shall enforce the terms of this MOU on the part of its members. The City Manager is the only representative of the City who may take disciplinary action against an employee.

The City will provide copies of the MOU to all negotiating committee members and department subdivisions with unit members. The City will also provide copies of the Personnel Rules and Regulations to all employees covered by this MOU.

Article 12 – Salary Plan

Employees represented by this unit employed with the City as of the date this Agreement is approved by the City Council will receive a two percent (2%) base wage increase effective the pay period beginning 7/17/2021 with pay date 8/6/2021.

Effective the first paycheck on or after July 1, 2022, employees represented by this unit and employed with the City will receive a 2% base wage increase.

Effective the first paycheck on or after July 1, 2023, employees represented by this unit and employed with the City will receive a 2% base wage increase.

Effective the first paycheck on or after July 1, 2024, employees represented by this unit and employed with the City will receive a 2% base wage increase.

The salary schedule attached as Exhibit A reflects the salary plan that will be effective upon implementation of the 2% base wage increase on each effective date noted above.

In addition to the percent-based wage increases noted above, employees represented by this unit and employed with the City at the time of paycheck issuance will receive lump sum $1,500 payments to be paid on the first regular paycheck of July 2021, July 2022, July 2023, and July 2024, subject to applicable taxes and deductions. The parties agree that this one-time payment does not meet the definition of compensation earnable nor does it qualify as any applicable special compensation for CalPERS reporting purposes. The City will issue this payment as a separate check from normal wages.

The City acknowledges the bargaining unit's concerns regarding salary compaction in the Streets and Water Divisions of Public Works. The City and bargaining unit representatives agree to meet within ninety (90) days of adoption of this MOU to develop a recommendation for potential salary adjustments. Any proposed adjustments will be subject to approval by the City Council through formal action at a City Council meeting.

Article 13 – Bilingual Pay

The bilingual incentive pay system provides a three tier system with compensation levels and proficiency testing. To be eligible for the language incentive program employee proficiency will be based on the following:

> Tier #1. Successful passing of the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than a level three. $100 per month

Tier #2. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of either level four or five. $150 per month

Tier #3. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than six. $200 per month

For represented employee's taking the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than a level three. $100 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. $150 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. $200 per month

The City Manager shall determine the number of bilingual positions and tier levels needed for each department.

Article 14 – Education Reimbursement

Employees are eligible for job related educational reimbursement for courses with prior approval of their respective Department Head and a minimum passing grade of "C" as follows:

- Books: 100%
- Tuition: 100%

The 100% reimbursement is limited to a total of $2,400 per fiscal year.

Scheduled time off for classes not offered during off work time must use compensatory time off or vacation not to exceed 6 hours per week.

Upon successful completion of required examination and certifications, Waste Water Treatment Plant employees and other employees will be reimbursed for the following:

i. Application fees;
ii. Examination fees;
iii. Certification fees; and
iv. Certification renewal fees.

All of the above must be approved by the Department Head and the Human Resources Department and must be job related.

Article 15 – Education and Certificate Incentives

Employees in this unit will be eligible for education or certificate incentive pay as follows. Employees are only eligible to receive one (1) education or certificate incentive pay option; they cannot be combined. All approved incentives will be effective the first whole pay period following approval by the City Manager of the request for incentive pay.

Option 1: 3% of base pay only for an approved Bachelor's Degree

Option 2: 3% of base pay only for the following certificates for the specifically listed job classifications only. If the City pays for the employee to train and/or study and/or sit for or otherwise pays for the certificate that is eligible for incentive pay under Option 2, then the employee agrees and commits to remain employed with the City of Madera for at least two (2) years after obtaining the applicable certificate or reimburse the City for the costs associated with training and/or study materials and/or testing if the employee leaves employment within two (2) years.

Job Classification	Certificate
WWTP Mechanic	WWTP Operator I – OR – Mechanical Technologist
WWTP Operator I/II/III/Lead	WWTP Lab Analyst I
Mechanic III	Fuel System Inspector

Option 3: Water Distribution Certification Compensation: Employees in the Water Quality Division who possess a Department of Health Services Water Distribution Operator (WDO) D-2 Certificate shall receive a 5% incentive for the duration of their assignment requiring the certification. Those WDO's obtaining a D-3 certification shall receive another 5% incentive . When and if the WDO obtains another position in which certification is not needed, the additional compensation will no longer be provided.

Option 4: Wastewater Treatment Plan Operator III or Wastewater Treatment Plan Lead Workers who obtain an Operator IV certification from the State of California will receive a 5% pay incentive. It is acknowledged that this is certification pay and not a change in job classification or job responsibilities, which are defined by the employee's applicable job description.

To receive the Bachelor's Degree incentive pay under this provision, the employee must first submit to their Department Head proof of degree attainment in the form of a diploma or transcripts from an academic institution accredited by a recognized college/university accrediting agency along with a written request for incentive pay that states the reason the degree is applicable to the employee's field of work. The Department Head will review the request and make a determination to recommend or not recommend the requested incentive pay to the City Manager. If the degree is applicable to the employee's field of work, the Department Head will recommend approval to the City Manager by submitting the supplied diploma or transcripts with the prescribed City form/process for recommending pay increases to the Human Resources Department. Human Resources will route the request for the incentive pay to the City Manager for review and consideration of approval.

If an employee's Department Head does not recommend a degree for incentive pay on the basis that said degree is not relative to the employee's assigned field of work, the employee may appeal this determination to the City Manager by submitting a written request for review to the City's Human Resources Department within ten (10) working days of denial. Such request shall include the reasons why the employee feels the degree incentive request should not have been denied, including how/why the specific degree is applicable to the employee's field of work. The City Manager will review the appeal request and make a final determination on whether the degree is applicable to the employee's field of work. The decision of the City Manager in this matter shall be final and will not be grievable or appealable in any other manner.

Article 16 – Mechanics' Tool Allowance

Mechanics are required to supply their own tools and shall be given $300.00 a year for tool replacement and/or purchase. The tool allowance will be paid annually in July. Mechanics will receive the tool allowance at the time of hire and annually thereafter. Mechanics who receive their initial allowance between July and December will be eligible for the allowance again the following July. Mechanics who receive their initial allowance between January and June will not be eligible to receive a subsequent allowance until the following July. City property insurance will insure equipment shop employee's tools per guidelines established by the City with input from employees and the Association.

In addition to the annual tool allowance, Mechanics may submit receipts for reimbursement of tools up to an additional $300, for a total allowance of $600 per fiscal year between the annual allowance and reimbursed amount. Reimbursement requests shall be submitted through the City's normal warrant request process with receipts attached to the warrant request to substantiate the reimbursement.

Article 17 – Notary Public Services

Employee(s) so assigned will be required to comply with City requirements in providing such services. Employee(s) required to provide this service shall either have the City pay for all costs associated with maintenance Business or for of certification, and not use the

service for other than City Business or for City employees. Alternatively, employee(s) may be paid five dollars ($5.00) a month for maintaining their notary services at their cost and use the service for all requests.

Article 18 – Workday & Work Week

The normal work day and work week for permanent employees shall be a five (5) day, forty (40) hour week or its equivalent. The normal hours of work for permanent employees are Monday through Friday, from 8:00 A.M. until 5:00 P.M. Lunch periods shall be scheduled for all employees and are typically one (1) hour, but may be modified by mutual consent. Employees shall not be paid for lunch periods. Regularly scheduled meal periods may be counted as time worked when the nature of the work prevents relief from all duties; i.e. emergency repairs or emergency response. Application of this rule only applies to field maintenance crews and must be approved by the crew members' supervisor.

The City, may, with two weeks' notice, adjust work hours by one hour at the beginning and end of the work day without mutual consent. Therefore, the work day may begin at 7:00 a.m. and end at 4:00 p.m. or begin at 9:00 a.m. and end at 6:00 p.m. for certain groups and/or individuals. The work week may include Saturday.

This provision does not apply to classes previously in the Maintenance Bargaining Unit as noted on Exhibit A with an asterisk. The following shift schedules shall apply to such former Maintenance Bargaining Unit employees:

They shall not be scheduled to work a shift in which the regular starting and ending times deviate more than two (2) hours during the same work week. Park crews will be shifted on a seasonal basis with notice. All personnel working at the Waste Water Treatment Plant are assigned to work four (4), ten (10) hour shifts per week as assigned by the Waste Water Treatment Plant Manager. There are three shifts, as follows:

Shift #1 will begin Thursday and run through Sunday.
Shift #2 will begin Tuesday and run through Friday.
Shift #3 will begin Monday and run through Thursday.

Alternatively, WWTP employees may request to work a 5/8 work week. This may be approved by the WWTP Manager as long as the 4/10 schedule is still available to other WWTP employees.

An additional exception are employees in the class of Recreation/Community Programs Coordinator who work as scheduled by the Parks and Community Services Department to meet recreation program needs, Neighborhood Outreach Coordinator and Neighborhood Outreach Assistant who work as scheduled by the Neighborhood Revitalization Department to meet neighborhood outreach needs, and Animal Control Officer and Fire Prevention Officer, who's shift shall vary depending upon need. Except in the case of an emergency, or as mutually agreed, changes in the designated work

schedule shall be provided to such employees at least ten work days in advance of a change.

Flex (alternate) schedule for this negotiating group is acceptable per department head approval. This schedule pertains only to any earlier/later starting time (a.m.), a shorter lunch break, and an earlier/later departure time (p.m.).

Clean Up Time - Employees whose duties require that they become soiled shall be allowed a reasonable amount of time for a personal clean-up period prior to the end of each work shift and prior to the lunch break. The decision on what is reasonable will be the supervisor's.

There shall not be established for a position in this unit, a regularly scheduled work day of more than eight (8) hours or a regularly scheduled work week of more than five (5) days, except at the WWTP, where the work day may be 10 hours with a regularly scheduled work week of 40 hours. Parks Department may have a seven (7) day work schedule. One (1) or more parks worker(s) may be assigned each weekend with a group of community service workers to maintain, repair and clean up City property.

Members of this unit may work a 9/80 work schedule upon recommendation of the applicable Department Head and approval of the City Manager. 9/80 work schedules may not be available to all employees and/or may only be available seasonally. No 9/80 work schedule will be approved that causes a decrease in the City's customer service or increases the City's exposure to overtime costs. Normal work schedules as defined in this section of the MOU will not apply to individuals working a 9/80 work schedule. The work schedule will be agreed upon in writing between the employee and the City upon approval of the 9/80 work schedule.

Jury Duty - Employees who are required to report for Jury Duty will not be required to report to work prior to their attendance at Jury Duty if the time to report to jury duty is at or before 10:00 am. For jury duty report times occurring after 9:00 am, the department director will have the authority to approve an appropriate excusal time taking into account any required clean-up and travel time.. Any time between the employee's regular work start time and the time the employee must report to Jury Duty will be considered Jury Duty leave and paid in accordance with the City's Personnel Rules, Rule XIX, Section 2. Employees must provide a copy of their Jury Duty summons in advance of reporting for Jury Duty and must submit proof from the Court Clerk of their attendance at Jury Duty and the time they were dismissed if not required to serve.

Article 19 – Overtime

Except as provided below, employees shall be paid or compensatory time provided at a rate of one and one half times the straight time hourly rate for all work performed in excess of normally scheduled work shifts such as eight, nine, ten or twelve hours in any shift or work day, or in excess of forty (40) hours worked within the work week.

Employees shall be paid at a rate of two (2) times the straight hourly rate for all work performed in excess of twelve (12) hours in any shift or work day or on the seventh consecutive work day.

Overtime hours shall be offered in order of seniority per the discretion of the Department Head. In the event that the more senior employees decline to accept such an assignment, the City will assign such work to the next most senior qualified employee(s). The City will use its best efforts to rotate such assignments on an equitable basis. When overtime work is required and no volunteer is available, the most junior qualified employee shall be assigned the work except for work performed on a standby basis.

The exception to this section shall be that an employee with specific, specialty job assignments with less seniority may be assigned to work overtime. It is understood that an employee does not have the authority to claim overtime without the prior authorization of a Supervisor and/or Department Head.

All employees in the Group may elect to accrue equivalent compensatory time off (CTO) in lieu of cash payment for overtime hours worked. Use of available CTO shall be requested and approved in the same manner as vacation leave. Fair Labor Standards Act (FLSA) shall apply.

Call-back Compensation - Any time an employee is called back to work after normal scheduled work hours, he/she will be compensated a minimum of two (2) hours at a rate of one and one half (1-1/2) times the straight hourly rate for each time he/she is called back to work in any given twenty-four (24) hour period. The minimum guarantee of two (2) hours does not apply to a stand-by employee. Regarding the classes of Mechanic, Electrician and Craftsworker, these employees called back to work have a minimum guarantee of four (4) hours of call back work.

Special Circumstances Standby Compensation - When the City requires an employee to remain available for call back at any time for less than a week's period, the employee shall receive standby pay at 20% of the hourly rate of pay for his/her classification for a minimum of two (2) hours. Employees on standby will be responsible for responding to call outs. Designation of who is on standby is the sole discretion of the supervisor. With each call out, employees on special circumstances standby for less than one week shall be compensated under regular overtime rules for all hours actually worked.

Employees shall be available at all times when on standby and within 20 minutes of the employee's assigned work station for all employees other than those at the Wastewater Treatment Plant (WWTP). WWTP employees shall be available at all times when on standby and within 1 hour of the employee’s assigned work station. An employee who cannot be reached, or does not report to the work site, is subject to the same disciplinary action as an unexcused absence from work. In addition, standby pay for the entire day will be deducted. Other further disciplinary action also may be taken. The standby individual must be available by phone, radio, pager or by assigned vehicle two-way radio. The two hour minimum call back time shall not apply to standby. However, employees on

standby required to respond to a call for service will receive a minimum of 30 minutes pay and all remote responses within the initial 30-minute call-out shall be considered one (1) continuous remote response.

The number of employees assigned to standby shall be determined by the City Manager and the affected department head or designee. Standby hours are normally between 3:30 p.m. and 7:00 a.m. each day except for weekends and holidays when standby hours are the entire 24 hour day. Standby hours may be seasonally adjusted to coincide with the work schedule. (i.e. 2:30 p.m. to 6:00 a.m.). Additionally, for WWTP employees, because of the 4/10 work schedule, standby hours are designated as from the close of one day's shift to the start of the next scheduled operator shift. For WWTP standby, if the plant is staffed with a regular shift on a City-designated holiday and the standby employee is therefore not required to be on call for 24 hours for the holiday, then the "Regular Week" standby amount would apply as outlined below. If WWTP standby is required to be on call 24 hours for a City designated holiday, then the appropriate "Holiday Week" standby amount would apply. Standby hours for a one week period are compensated, notwithstanding the employee's normal rate of pay, at the following weekly rates:

Regular Week:	$200.00
Holiday Week (one day)	$220.00
Holiday Week (two days)	$240.00

This only applies to holidays recognized and observed by the City.

Sunday Differential - The City agrees to pay those employees working any hours on Sunday a differential of $10.00 per shift above the regular rate of pay for the actual hours worked. This is not in addition to double time pay or time and one-half pay if the individual is called back to work and not regularly assigned. If an employee is called in on Sunday, other than his regular work schedule, double time pay or double time compensation will be granted at the employee's option. This does not apply to employees on stand-by or call-back.

Holiday Pay - If an employee is called in on a regularly scheduled City holiday, other than his normal regular work schedule, double time and one-half pay or double time and one-half compensation will be granted at employee's option. This does not apply to personnel on stand-by or callback. In other words, the employee receives one times the regular rate of pay plus time and one half for all hours worked.

Night Differential - Except when overtime work, stand by, call back or Sunday differential is involved, the City agrees to pay those employees working a shift at such "start" times between 4 p.m. and 5 a.m. an additional $10.00 per shift. The $10.00 per shift additional pay is applicable between those hours. Night differential shall not apply on the Sunday shift; hence, the $10.00 Sunday differential pay is the only differential paid on Sunday.

In lieu of the above, employees in the class of Recreation Program Coordinator shall receive a $10.00 per shift differential for four (4) or more hours worked after 5:00 P.M.

Saturday Differential - $5.00 above normal rate of pay for actual normal hours worked. Not applicable to overtime, call back etc., and not in addition to any other special pay for stand by, call back, Sunday differential, Holiday pay or Night differential above.

Weekend Crew Assignment (Parks) - A differential of $5.00 per shift above normal rate of pay for actual normal hours worked. Not applicable to overtime, call back etc., and not in addition to any other special pay items above.

Article 20 – Cash out of Compensatory Time Off

Employees in this Group who have elected to accrue equivalent compensatory time off (CTO) in lieu of cash payment for overtime hours worked are eligible to request a CTO cash out under the following conditions:

1. An employee may request an emergency cash out due to a life-altering event. For purposes of this Side Letter, a life-altering event is defined as the death of the employee's immediate family; divorce; serious medical condition of the employee, or immediate family; or drug or alcohol rehabilitation for the employee, or immediate family. The immediate family is defined as current spouse, child, parent, brother, sister, mother in law, father in law, brother in law, sister in law and grandparents. An emergency cash out will be made the next payroll occurring no sooner than 10 days after a written request is received by the Human Resources Department . All emergency requests are subject to the approval of the Human Resources Director.

-OR-

2. An employee may request two annual cash outs of CTO. All requests must be received in writing by the payroll department no later than May 1 and November 1 of each year, and will be paid the second payroll of that month.

Article 21 – Probationary Period

An employee appointed to a permanent or permanent part-time position shall serve a probationary period not less than twelve months with the following exceptions:

The initial probationary period may be extended in the event the performance of an employee in a class is marginal or unsatisfactory at the end of the probationary period and after providing the reasons for such rating in writing to the employee, the City may, in its discretion, extend the employee's probationary period not more than ninety (90) days.

All promotions within classes shall have a six month probationary period.

Performance evaluations will be conducted every 3 months during the twelve month probationary period. More frequent evaluations are advisable in those cases where the performance is marginal or unsatisfactory. The employee should be advised of needed corrections or improvements in as specific terms as possible. The City may release the employee during his/her probationary period, in accord with the Personnel Rules and Regulations, without the right of appeal. If the employee's Department Head fails to file a written statement with the Personnel Officer either recommending the employee to pass probation or recommending probation be extended within seven (7) days of the employee's hire anniversary date, the employee will have been deemed to have passed probation.

An employee is eligible to be considered for merit salary adjustment after one year of service in a position.

Article 22 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees of the General Unit, assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment be approved by the City Manager.

Article 23 – Drivers License Fees

California Drivers License

- Class "C" – Employee is responsible for all costs associated with this class
- Class "B" – City will reimburse Department of Motor Vehicle (DMV) costs one time for City required License upgrade and/or endorsements. Thereafter, the City will pay the difference between a "B" and "C" class for DMV renewal fees

Article 24 – Personal Property and Vehicle Usage

When an employee uses his/her personal vehicle in the performance of his/her work duties for the City, the City shall compensate the employee for the use of said vehicle at the current IRS rate. It is the responsibility of the employee to carry all necessary insurance as specified by the City and to have a copy of such on file with the City.

Article 25 – Safety

The City and the Association undertake to promote in every way possible the realization and the responsibilities of the individual employee with regard to preventing accidents to themselves or to their fellow employee.

The City shall comply with all applicable laws and regulations pertaining to occupational safety and health.

The City agrees to make all reasonable provisions for safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The City shall remedy the problem as soon as possible and no employee shall be exposed to any unsafe condition pending its correction.

No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist.

Safety Boots - A safety boot allowance of $250.00 shall be provided annually by the end of July of each year for positions shown on Exhibit B. Listed employees who are hired before December 31st shall be paid $250.00 allowance and provided another $250.00 allowance the next July. After January1st, all newly hired employees shall also receive $250.00 safety boot allowance, but shall not receive another boot allowance until the end of July of the next full year. Safety boots are to be worn at all times while performing City duties, except as authorized by the employee's supervisor. Safety boots are classified by the Internal Revenue Service as supplemental wages and subject to income tax withholding in accordance with Circular E, Employer's Tax Guide.

Protective Clothing - If any employee is required to wear any protective clothing or device, it shall be provided by the City. In cases which the employee is frequently exposed to chemically toxic materials, a yearly medical examination shall be provided by the City.

The City shall provide rain gear for use by Public Works and Park employees. Rain gear that wears out, or is damaged on the job, will be replaced by the City. The employee to whom rain gear has been checked out shall be responsible for replacement of any rain gear that is lost through negligence on the part of the employee. If the employee misplaces or loses such items, the employee shall replace the item.

The City will provide appropriate safety equipment as determined by the Department Head.

Article 26 – Uniforms

Except as provided below, if employees are required to wear uniforms, they shall be provided by the City. Replacement of worn uniforms shall also be the City's responsibility. Any employee issued a uniform shall be responsible for replacement of such if it becomes lost or damaged through negligence on the part of the employee. Uniform allowance will be 5 shirts and 5 pants weekly. WWTP employees will be provided with on-site laundry equipment. At the City's discretion, other means for laundering may be selected for which the City will be responsible.

Employees in the class of Animal Control Officer shall receive a Uniform Allowance of $530 per year, paid per pay period.

Employees in the class of Fire Prevention Officer shall receive a Uniform Allowance of $333 per year, paid monthly at a rate of $27.75. For new hires, six months of allowances will be paid by the first pay period of employment totaling $166.50. With the seventh (7th) month of employment, the monthly allowance will begin. Should Officers employment terminate prior to the end of the sixth month, employee will reimburse City in the amount of $27.75 for each month short of the six-month period.

Article 27 – Health and Welfare

The City shall provide a monthly benefit dollar amount, specified below, for each employee to purchase at a minimum, employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits provided they provide evidence of other coverage. To comply with Internal Revenue Service (IRS) Regulations for “Eligible Opt Out Arrangements” under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City’s Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City’s plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. No portion of this MOU is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

Effective July 1, 2021, the City’s defined contribution towards health insurance will be capped as stated below in the chart for the respective plans. The Kaiser defined contribution will apply only to the Kaiser Core and Kaiser Buy-up plans. The Anthem contribution will apply only to the Anthem Core and Anthem Buy-up plans. At no time will the City’s contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

City Contribution	Enrollment Level		
Plan Provider	EE Only	EE+1	EE+Family
Waiver with Proof of Coverage	450		
Kaiser	807.54	1475.99	2143.06
Anthem	882.54	1612.99	2339.06

Subsequent to July 1, 2021, for the term of this agreement, the City's defined contribution towards health insurance will be capped using the following formula:

- The City contribution towards Kaiser Core and Buy-up plans will be the Kaiser Core plan premium + Vision premium + Dental premium
- The City contribution towards Anthem Core and Buy-up plans will be the Anthem Core plan premium + Vision premium + Dental premium
- There will be no increase to the waiver contribution beyond the noted $450 per month effective July 1, 2021.

Medical in lieu – the City agrees to increase the cash waiver from $300.00 to $450.00 per month effective July 1, 2021, so long as the in-lieu payments are "incidental" and the City's health insurance plan remains "bona fide." In the event that the City's health insurance plan "bona fide" status is at risk, the parties agree to reopen this section of the MOU to take what mutually agreeable actions necessary to preserve the "bona fide" status of the health plan.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of $25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. Life insurance and AD&D coverage amounts are subject to age-based reductions as defined in the policy documents. The City also provides dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Retiree Health Coverage: The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense till age 65 or when eligible for Medicare, whichever comes first. Retirees who exercise this option will pay a 2% administrative fee per month. Both retiree and dependent coverage are available under this program.

Article 28 – State Disability Insurance/Paid Family Leave

The General Bargaining Unit elects to participate in the State run State Disability Insurance (SDI) program for short term disability insurance with all costs associated with

the program borne solely by the employee. SDI is administered by the State of California Employment Department and information about the program or applications for benefits can be obtained on their website at www.edd.ca.gov/disability.

Consistent with Article 38 – Leave Without Pay of this memorandum of understanding, employees represented by this unit must use paid leave prior to utilizing unpaid leave. Use of paid leave may include sick leave, vacation, floating holiday, or compensatory time off depending on the reason for leave and other qualifying factors for the use of the particular leave type.

Consistent with California Law, for leave that qualifies for and is designated as being covered by the California Family Rights Act (CFRA), receipt of SDI or Paid Family Leave (PFL) benefits will be considered being in a paid status. An employee may elect to request to supplement the SDI or PFL benefits with paid leave from the City, not to exceed the employee's regular bi-weekly gross (less mandatory reductions/deductions) pay. Within one (1) week of being disabled from work, the employee or his/her representative must contact the Payroll division in the Finance Department to provide the following information:

1. The date the leave commenced;
2. The estimated duration of the leave;
3. A current phone number where the employee can be reached;
4. Whether or not the employee desires to supplement his/her SDI or PFL benefits with leave credits;
5. The election of the order in which leave credits will be used (i.e. sick before vacation, CTO before vacation then floating holiday, etc.).

Once the SDI or PFL benefit amount has been determined by the State, the employee must provide a copy of the SDI or PFL award letter and provide ongoing copies of the SDI or PFL check stubs to the Payroll division in the Finance Department to ensure proper supplementation of benefits and payments. Failure to provide this information timely will prevent the City from providing supplementation of leave credits. Timely submission is defined as submission by the last day of the applicable pay period so that the information may be utilized for calculation of the pay check for that pay period.

SDI does not cover the first seven (7) days of any disability, therefore an employee must use accrued leave credits that are available prior to utilizing unpaid leave consistent with the provisions of the memorandum of understanding. Employees utilizing PFL will be required to use two (2) weeks of accrued leave credits, if available, prior to PFL benefits beginning.

Article 29 – Vacation

Eligible employees shall earn vacation credits at the following rate dependent upon the number of years of service with the City, for each pay period an employee is in a paid status at least 50% or more of the period.

COMPLETED YEARS	=	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	=	3.69 hrs. per pay period
5 through 9 yrs.	=	4.61 hrs. per pay period
10 through 14 yrs.	=	5.53 hrs. per pay period
15 through 19 yrs.	=	6.15 hrs. per pay period
20 or more yrs.	=	6.46 hrs. per pay period

Vacation may be used after completing six months of continuous service. Maximum vacation time allowed on books is 280 hrs. If the employee has reached the maximum (280 hrs.) accumulation, the vacation hours will cease to accumulate, or the employee must take the time as it is earned.

Vacations will be scheduled in advance with prime consideration that the functions of the Department will be adequately maintained. Whenever two or more employees choose the same vacation period, the matter will be settled on the basis of seniority. Requests for Vacations of more than five working days will be granted on consecutive work days, unless previously agreed to in writing by the employee.

Short notice vacation leave of less than five working days may be granted if the employee gives as much prior notice as is reasonably possible and the Department workload permits.

Article 30 – Retirement

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying

the remaining 3.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 7%.

Article 31 – Sick Leave

Each employee shall be entitled to sick leave, which will be accrued at a rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 32 of this MOU.

Bereavement Leave - In the event of the death of the employee's parent, spouse, registered domestic partner, or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days for in-state relatives and five (5) days for out-of-state relatives. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked. When a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days leave for the death of a family member residing within the State of California or five (5) days leave for the death of a family member residing outside the State of California. Such time will be charged to sick leave or vacation leave at the employee's discretion. The immediate family is defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

Sick leave cash-out upon termination will be as follows:

Employee's hired before 7/1/83 may cash out sick leave per the following:

Years of Service	% of Leave	Years of Service	% of Leave
5 (min)	10	13	28
6	13	14	29
7	16	15	30
8	19	16	34
9	22	17	38

Years of Service	% of Leave	Years of Service	% of Leave
10	25	18	42
11	26	19	46
12	27	20 (max)	50

Employee's hired 7/1/83 and later may cash out sick leave at the rate of 1 % a year for each year of service up to a maximum of 30% for 30 years of service. To be eligible employees must be employed with the City on a full time basis for a minimum of five years.

In lieu of the above, employees in classes from the former Maintenance Bargaining Unit, as listed in Exhibit A, shall have the following Sick Leave cash-out benefit: Employees with a minimum of five years of service may cash-out at the rate of 1.5% per year up to a maximum of 30% for 20 or more years of service.

The cash-out conversion pertains only to retirements and positive terminations. Negative terminations (discharge) are not eligible.

In both cash-out provisions above, the percentage is the percentage of salary at date of separation, which will be paid for Sick Leave balances to be cashed out. An example is an employee with 100 hours of sick leave on the books at the date of separation. For this example, the employee is paid $15.00 per hour, the employee's class was not formerly in the Maintenance Bargaining Unit, the hire date was prior to 7/1/83 and the employee has fifteen (15) years of service.

The cash-out would be: 100 hours X $15 per hour X 30% = $450.00

All employees in this unit have the option to convert 100% of the remaining sick leave upon retirement to PERS time-in-service.

PERS Sick Leave Credit - Members with unused sick leave at retirement (after any cash out) may receive additional service credit at the rate of 0.004 years for each day of sick leave, if desired.

Article 32 – Family Sick Leave

Sick leave may be used up to the limit of ninety-six (96) hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

    1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

    1.2. Spouse or Registered Domestic Partner

    1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

    1.4. Grandparent

    1.5. Grandchild.

    1.6. Sibling.

2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

    2.1. A temporary restraining order or restraining order.

    2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

    2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

    2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

    2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

    2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

Article 33 – Workers' Compensation

For employees in classes from the former Maintenance Bargaining Unit as noted in Exhibit A, when an injury or illness is caused by a direct on-the-job accident or condition, the following shall apply:

If a physician certifies an absence as a result of an injury/illness, the first three (3) days shall be covered as described by Labor Code, Article 3, Disability Payment, Section 4650. If the disability exceeds three (3) days, the City shall maintain the affected employee on full pay status for a period not to exceed ten (10) working days (per attending physician's recommendation).

This benefit shall not apply to a reoccurrence of a pre-existing problem or condition, nor to an injury which is determined to have been caused by negligence or non-observance of safety procedures on the part of the affected employee. In such incidents, minimum coverage by law will apply.

If applicable, sick leave may be charged after these ten (10) working days to maintain full pay status at the discretion of the employee.

This section shall be reviewed on an annual basis at the termination of each agreement and evaluation based upon, cost to the City, bargaining unit's accident record and general safety practices observed by the covered employees.

Employees represented by this group who have suffered an industrial injury that has been accepted as such by the City and are not able to return to duty are not eligible to receive monthly benefit allowance once they have been declared permanent and stationary by either their treating physician or the Workers' Compensation Appeals Board and they have exhausted all of their accruals, leaving them on unpaid status. At such time, the City will also no longer be required to provide life insurance, dependent life insurance, an d long term disability insurance.

If an employee is on leave due to an industrial injury that has been accepted as such by the City and is cleared to return to full or part time work by his/her treating physician, the employee will use sick leave in accordance with the City of Madera Personnel Rules and Regulations or any other leave the employee may have accrued to attend to any additional medical or therapy appointments scheduled during a work shift.

When an employee is on leave due to an industrial injury that has been accepted as such by the City, the City is not obligated to pay any more temporary disability than that which is provided for in the California Labor Code or in this Memorandum of Understanding. Employees will use accrued sick, vacation, holiday, or compensating time off to supplement temporary disability pay to provide a full regular paycheck.

Article 34 – Deferred Compensation

The City pays an amount equal to 4.2% of the Non-Safety employees' gross salary into a deferred compensation plan (the 4.2% may be rounded up or down).

Article 35 – Holidays

The employer agrees the following eight (8) hour days are established as holidays with pay:

New Year's Day, Martin Luther King's Birthday or Civil Rights Day , Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

The employer agrees the following half (½) days (4 hours) are established as partial holidays with pay:
Good Friday and last day prior to either Christmas Day or New Year's Day. Except for employee at the Waste Water treatment Plant, when said listed holidays fall on a Sunday, the following Monday shall be deemed the holiday in lieu of the actual day observed, and when a holiday falls on Saturday, the preceding Friday shall be deemed the holiday in lieu of the actual day observed. For employees working at the Waste Water Treatment Plant, all holidays will be observed on the actual calendar day.

In addition to the above holiday policy, should a holiday fall on an employee's regular day off, the employee shall be scheduled to observe the holiday on either the last work day prior to the holiday or the first work day following the holiday. Should this not be possible, with the written permission of the City Manager, this time may be added (placed on the books) as holiday time, which may be used at some time in the future on the same basis as vacation leave or the employee may be paid for the holiday in addition to all other hours worked and leave taken in the pay period.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave.

Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

Other than as provided in Article 19, when an employee is scheduled, as opposed to called in, to work on any of the aforementioned holidays, employee shall be paid at the rate of one and one half (1-1 /2) times their normal rate of pay for the hours worked.

In addition, each employee shall receive the date known as the "employee anniversary date" (month and day hired as a regular employee) as a holiday. This holiday shall be added to vacation time at a straight time rate. Credit will not be given until the employee's anniversary date has passed.

In those instances where an employee is scheduled to work 10 hour shifts, compensation shall be computed based on the following scenarios:

Scenario #1.
Employee is scheduled to work, or called back to work, on a holiday for a 10 hour shift.
Compensation Computation for Scenario #1.
Compensation is based on 8 hours holiday pay at straight time and 10 hours of actual work performed at the rate of one and one half (1 ½) employee's normal rate of pay for the hours worked. (This equates to 23 hours of work paid at straight time.)

Scenario #2.
Employee is not scheduled to work a 10 hour shift on a holiday.
Compensation Computation for Scenario #2.
Employee can exercise one of two payment alternatives as shown below:
Payment Alternative #1
Employee may choose to be paid 2 hours from their accrued vacation bank or be paid 2 hours from their accrued CTO bank.
Payment Alternative #2
Employee can chose not to be paid for 2 hours.

Scenario #3.
Employee is scheduled to work 10 hours on a 4 hour holiday. (Good Friday or Winter Holiday).
Compensation Computation for Scenario #3
Compensation is based on 4 hours holiday pay at straight time and 6 hours of work at straight time, and 4 hours of time paid at one and one half (1 ½) for the 4 holiday hours worked. (This equates to 16 hours of work at straight time.)

Scenario #4.
Employee is not scheduled to work 10 hours on a 4 hour holiday (Good Friday or Winter Holiday).
Compensation Computation for Scenario #4.
Compensation is based on 4 hours holiday pay added to the normal paycheck.

Article 36 – Reclassification – Employee Initiated

Position Reclassification

An employee who believes his/her position is wrongly classified may submit a written request to the Human Resources Department for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department eachOctober so that changes may be included in the mid-year budget adjustments or February so that changes may be included in the next fiscal year budget.

Classification Analysis

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Director conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The
city shall endeavor to complete the analysis as soon as practicable.

Appeals

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Manager in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Manager may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Manager shall be final.

Article 37 – Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to the immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran’s Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or a similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty on a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, compensatory time off or holiday time. Per Opinion No. 395.05 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request leave without pay or use of vacation, compensatory time off, or holiday pay.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and military pay after verification of military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. The salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date of active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit allowance (dollars) for each period in which the salary continuation benefits are paid. Uniform and /or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during the active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 38 – Leave Without Pay

The City Manager or designee may grant an employee a leave of absence without pay for a period not to exceed six months. However, under extraordinary circumstances the

employee may request one extension not to exceed another six months for a total amount of leave without pay not to exceed one year.

A leave without pay may be granted only after all paid leave has been exhausted except when a person is receiving long term disability benefits, is unable to use their vacation due to the short duration of employment with the City or due to military leave.

Article 39 – Openers

During the term of this agreement there shall be openers as follows:

- None

During the life of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this Memorandum, such party shall request, in writing, to meet and confer on the item which item shall be specified in writing. Except as provided above, meet and confer on items requested using this provision, requires mutual agreement.

Article 40 – Savings Clause

The provisions of this MOU are declared to be severable and if any section, subsection, sentence, clause, or phrase of this agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this agreement shall stand notwithstanding the invalidity of any part. Should any portion of this agreement be found invalid or unconstitutional, and the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

Article 41 – Ratification

Nothing contained in this MOU shall be deemed binding on either the City or the Association following signing of this Memorandum by the respective parties until it has been ratified by the Association membership and approved by the City Council.

Article 42 – Term

Except as otherwise provided herein, this MOU shall be effective July 21, 2021, upon adoption by the City Council and remain in effect until midnight, the 30th day of June, 2025.

Article 43 - Holiday Closure

Contingent upon approval of this same provision by the Mid Management Employee Group, the City will close non-safety functions of City services between Christmas Day (December 25) and New Years' Day (January 1) for 2021, 2022, 2023, and 2024. The City will provide for employees who are not normally required to work on holidays their

normally scheduled work days between December 25 and January 1 during the term of this agreement as days off with no loss in pay.

For any employee whose position with the City requires they work a normally scheduled shift during the dates identified above, the equivalent number of hours may be banked as Holiday Time to be used at a later date with prior approval of the City Manager. Such approval must be requested in writing before December 15 each year of the Holiday Closure.

Article 43 shall be applicable solely during the term of this MOU which terminates on June 30, 2025. It shall become null and void thereafter and will be eliminated from the MOU unless specifically agreed to by side letter or subsequent MOU agreement.

Signatures

REPRESENTATIVES OF MACEA

John Dalrymple, CEA Representative — Date

Dustin Pickett, MACEA President — Date 7-13-21

Kevin Newsome, MACEA Representative — Date 7/9/21

Jennifer Schneider, MACEA Representative — Date 7-9-21

Roger Marz, MACEA Representative — Date 7/12/21

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Arnoldo Rodriguez, City Manager — Date

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective 7/17/21							
Accountant (Junior)	282	$1,394.81	$1,464.61	$1,537.96	$1,614.89	$1,695.38	$1,780.45
Accounting Technician I	240	$1,131.44	$1,187.99	$1,247.08	$1,309.74	$1,374.95	$1,443.72
Accounting Technician II	260	$1,250.14	$1,312.29	$1,378.00	$1,446.78	$1,519.11	$1,595.02
Accounting Technician III	280	$1,381.06	$1,449.83	$1,522.68	$1,598.58	$1,678.56	$1,762.62
Administrative Assistant	299	$1,518.10	$1,594.00	$1,673.98	$1,757.53	$1,845.66	$1,937.86
Administrative Secretary	275	$1,346.93	$1,414.17	$1,484.98	$1,559.36	$1,637.30	$1,719.32
Airport Maintenance Worker I	254	$1,212.95	$1,273.57	$1,337.25	$1,404.49	$1,474.28	$1,548.15
Airport Maintenance Worker II	274	$1,340.30	$1,407.55	$1,477.85	$1,551.72	$1,629.15	$1,710.66
Airport Maintenance Worker III	281	$1,387.68	$1,457.47	$1,530.32	$1,606.74	$1,687.23	$1,771.28
Animal Control Officer	290	$1,451.87	$1,524.21	$1,600.62	$1,680.60	$1,764.66	$1,852.79
Assistant Planner	352	$1,977.60	$2,076.43	$2,180.35	$2,289.37	$2,403.99	$2,524.21
Building Permit Technician	288	$1,437.10	$1,508.93	$1,584.32	$1,663.79	$1,746.83	$1,834.45
Combination Building Inspector	348	$1,938.37	$2,035.67	$2,137.05	$2,244.03	$2,356.61	$2,474.29
Computer Technician	344	$1,900.17	$1,995.43	$2,095.28	$2,199.71	$2,309.75	$2,425.39
Construction Inspector I	322	$1,703.02	$1,788.09	$1,877.24	$1,970.98	$2,069.81	$2,173.22
Construction Inspector II	342	$1,881.32	$1,975.56	$2,074.39	$2,177.80	$2,286.82	$2,401.44
Deputy City Clerk	311	$1,611.83	$1,692.32	$1,776.88	$1,866.03	$1,959.26	$2,057.07
Electrician II	361	$2,068.28	$2,171.69	$2,280.71	$2,394.31	$2,514.03	$2,639.86
Electrician III	381	$2,285.29	$2,399.91	$2,527.27	$2,645.46	$2,777.91	$2,916.98
Engineering Technician I	302	$1,541.02	$1,618.45	$1,698.94	$1,784.02	$1,873.17	$1,966.90
Engineering Technician II	322	$1,703.02	$1,788.09	$1,877.24	$1,970.98	$2,069.81	$2,173.22
Engineering Technician III	350	$1,958.24	$2,056.05	$2,158.96	$2,266.44	$2,380.05	$2,498.74
Facilities Maintenance Technician	289	$1,444.23	$1,516.57	$1,592.47	$1,671.94	$1,755.49	$1,843.62
Facility Aide	201	$931.23	$977.59	$1,026.50	$1,077.95	$1,131.95	$1,188.50
Grants Specialist	299	$1,518.10	$1,594.00	$1,673.98	$1,757.53	$1,845.66	$1,937.86
Industrial Electrical Technician	381	$2,285.29	$2,399.91	$2,527.27	$2,645.46	$2,777.91	$2,916.98
Lead Electrician	401	$2,525.23	$2,651.57	$2,784.02	$2,923.10	$3,069.30	$3,222.64
Maintenance Technician	283	$1,401.95	$1,471.74	$1,545.60	$1,623.04	$1,704.04	$1,789.11
Mechanic I	286	$1,422.83	$1,494.15	$1,569.04	$1,647.49	$1,729.51	$1,816.11
Mechanic II	301	$1,533.38	$1,610.30	$1,690.79	$1,775.36	$1,864.00	$1,957.22
Mechanic III	321	$1,694.36	$1,778.92	$1,868.07	$1,961.30	$2,059.62	$2,162.52
Neighborhood Outreach Assistant	276	$1,353.55	$1,421.30	$1,492.62	$1,567.00	$1,645.45	$1,727.98

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective 7/17/21							
Neighborhood Outreach Coordinator	306	$1,572.09	$1,651.06	$1,733.58	$1,820.19	$1,910.86	$2,006.64
Neighborhood Preservation Specialist I	310	$1,603.68	$1,684.17	$1,768.22	$1,856.86	$1,949.58	$2,046.88
Neighborhood Preservation Specialist II	330	$1,772.30	$1,860.94	$1,953.66	$2,051.47	$2,153.86	$2,261.86
Neighborhood Preservation Specialist III	350	$1,958.24	$2,056.05	$2,158.96	$2,266.44	$2,380.05	$2,498.74
Office Assistant I	213	$988.80	$1,038.21	$1,090.18	$1,144.68	$1,201.74	$1,261.85
Office Assistant II	233	$1,092.21	$1,147.23	$1,204.29	$1,264.40	$1,328.08	$1,394.30
Parks Leadworker	308	$1,587.89	$1,667.36	$1,750.90	$1,838.53	$1,930.22	$2,026.50
Parks Worker I	248	$1,177.29	$1,236.38	$1,298.02	$1,362.72	$1,430.98	$1,502.30
Parks Worker II	268	$1,300.57	$1,365.78	$1,434.04	$1,505.87	$1,581.26	$1,660.23
Parks Worker III	288	$1,437.10	$1,508.93	$1,584.32	$1,663.79	$1,746.83	$1,834.45
Payroll Specialist	316	$1,652.58	$1,735.11	$1,822.22	$1,912.90	$2,008.67	$2,109.03
Plans Examiner	360	$2,058.09	$2,160.99	$2,268.99	$2,382.59	$2,501.80	$2,626.61
Public Works Maintenance Lead Worker	305	$1,564.45	$1,642.40	$1,724.92	$1,811.02	$1,901.69	$1,996.45
Public Works Maintenance Worker I	254	$1,212.95	$1,273.57	$1,337.25	$1,404.49	$1,474.28	$1,548.15
Public Works Maintenance Worker II	274	$1,340.30	$1,407.55	$1,477.85	$1,551.72	$1,629.15	$1,710.66
Public Works Maintenance Worker III	281	$1,387.68	$1,457.47	$1,530.32	$1,606.74	$1,687.23	$1,771.28
Public Works Maintenance Worker IV	285	$1,415.70	$1,486.51	$1,560.89	$1,638.83	$1,720.85	$1,806.94
Purchasing Assistant	280	$1,381.06	$1,449.83	$1,522.68	$1,598.58	$1,678.56	$1,762.62
Recreation/Community Programs Coordinator	313	$1,628.13	$1,709.64	$1,794.71	$1,884.88	$1,979.13	$2,077.96
Secretary	253	$1,206.83	$1,267.46	$1,330.63	$1,397.36	$1,467.15	$1,540.51
Senior Nutrition Program Monitor	233	$1,092.21	$1,147.23	$1,204.29	$1,264.40	$1,328.08	$1,394.30
Solid Waste/Recycling Assistant	283	$1,401.95	$1,471.74	$1,545.60	$1,623.04	$1,704.04	$1,789.11
Solid Waste/Recycling Coordinator	313	$1,628.13	$1,709.64	$1,794.71	$1,884.88	$1,979.13	$2,077.96
Water Conservation Customer Service Representative	260	$1,250.14	$1,312.29	$1,378.00	$1,446.78	$1,519.11	$1,595.02
Water Conservation Specialist	283	$1,401.95	$1,471.74	$1,545.60	$1,623.04	$1,704.04	$1,789.11
Water Quality Specialist I	283	$1,401.95	$1,471.74	$1,545.60	$1,623.04	$1,704.04	$1,789.11
Water Quality Specialist II	305	$1,564.45	$1,642.40	$1,724.92	$1,811.02	$1,901.69	$1,996.45
Water Quality Specialist III	325	$1,728.49	$1,815.09	$1,905.77	$2,001.03	$2,100.88	$2,205.82
Water Quality Specialist In Training	262	$1,262.36	$1,325.53	$1,391.76	$1,461.55	$1,534.40	$1,611.32
Water System Lead Worker	335	$1,817.13	$1,907.81	$2,003.07	$2,103.43	$2,208.37	$2,318.92
Water System Technician	344	$1,900.17	$1,995.43	$2,095.28	$2,199.71	$2,309.75	$2,425.39
Water System Worker I	272	$1,327.06	$1,393.29	$1,463.08	$1,535.93	$1,612.85	$1,693.85

Table 1

Exhibit A: General Bargaining Unit Salary Schedules

Attachment 1

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective 7/17/21							
Water System Worker II	311	$1,611.83	$1,692.32	$1,776.88	$1,866.03	$1,959.26	$2,057.07
Water System Worker III	315	$1,644.43	$1,726.45	$1,813.05	$1,903.73	$1,998.99	$2,098.84
WW Lab Analyst/Environmental Compliance Inspector I	345	$1,909.85	$2,005.11	$2,105.47	$2,210.92	$2,321.46	$2,437.61
WW Lab Analyst/Environmental Compliance Inspector II	365	$2,110.05	$2,215.50	$2,326.56	$2,442.71	$2,564.97	$2,693.34
WWTP Lead Operator	383	$2,308.22	$2,423.86	$2,545.10	$2,671.95	$2,805.93	$2,946.02
WWTP Mechanic	375	$2,218.05	$2,329.10	$2,445.25	$2,567.52	$2,695.89	$2,830.89
WWTP Operator I	322	$1,703.02	$1,788.09	$1,877.24	$1,970.98	$2,069.81	$2,173.22
WWTP Operator II	344	$1,900.17	$1,995.43	$2,095.28	$2,199.71	$2,309.75	$2,425.39
WWTP Operator III	364	$2,099.86	$2,204.80	$2,314.84	$2,430.48	$2,552.23	$2,679.59
WWTP Operator In Training	301	$1,533.38	$1,610.30	$1,690.79	$1,775.36	$1,864.00	$1,957.22

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2022							
Accountant (Junior)	282	$1,422.71	$1,493.90	$1,568.72	$1,647.18	$1,729.28	$1,816.06
Accounting Technician I	240	$1,154.07	$1,211.75	$1,272.02	$1,335.93	$1,402.44	$1,472.59
Accounting Technician II	260	$1,275.14	$1,338.53	$1,405.56	$1,475.71	$1,549.50	$1,626.92
Accounting Technician III	280	$1,408.68	$1,478.83	$1,553.13	$1,630.56	$1,712.14	$1,797.87
Administrative Assistant	299	$1,548.46	$1,625.88	$1,707.46	$1,792.68	$1,882.57	$1,976.62
Administrative Secretary	275	$1,373.87	$1,442.45	$1,514.68	$1,590.55	$1,670.05	$1,753.71
Airport Maintenance Worker I	254	$1,237.21	$1,299.04	$1,363.99	$1,432.58	$1,503.77	$1,579.11
Airport Maintenance Worker II	274	$1,367.11	$1,435.70	$1,507.41	$1,582.75	$1,661.73	$1,744.87
Airport Maintenance Worker III	281	$1,415.44	$1,486.62	$1,560.93	$1,638.87	$1,720.97	$1,806.71
Animal Control Officer	290	$1,480.91	$1,554.69	$1,632.63	$1,714.21	$1,799.95	$1,889.85
Assistant Planner	352	$2,017.15	$2,117.96	$2,223.96	$2,335.16	$2,452.07	$2,574.70
Building Permit Technician	288	$1,465.84	$1,539.10	$1,616.01	$1,697.07	$1,781.76	$1,871.14
Combination Building Inspector	348	$1,977.14	$2,076.39	$2,179.79	$2,288.91	$2,403.75	$2,523.78
Computer Technician	344	$1,938.17	$2,035.34	$2,137.18	$2,243.70	$2,355.94	$2,473.89
Construction Inspector I	322	$1,737.08	$1,823.85	$1,914.79	$2,010.40	$2,111.20	$2,216.68
Construction Inspector II	342	$1,918.94	$2,015.07	$2,115.88	$2,221.36	$2,332.56	$2,449.47
Deputy City Clerk	311	$1,644.07	$1,726.17	$1,812.42	$1,903.35	$1,998.44	$2,098.21
Electrician II	361	$2,109.64	$2,215.12	$2,326.32	$2,442.20	$2,564.31	$2,692.65
Electrician III	381	$2,331.00	$2,447.91	$2,577.82	$2,698.37	$2,833.47	$2,975.32
Engineering Technician I	302	$1,571.84	$1,650.82	$1,732.92	$1,819.70	$1,910.63	$2,006.24
Engineering Technician II	322	$1,737.08	$1,823.85	$1,914.79	$2,010.40	$2,111.20	$2,216.68
Engineering Technician III	350	$1,997.41	$2,097.17	$2,202.13	$2,311.77	$2,427.65	$2,548.72
Facilities Maintenance Technician	289	$1,473.11	$1,546.90	$1,624.32	$1,705.38	$1,790.60	$1,880.49
Facility Aide	201	$949.86	$997.14	$1,047.03	$1,099.51	$1,154.59	$1,212.27
Grants Specialist	299	$1,548.46	$1,625.88	$1,707.46	$1,792.68	$1,882.57	$1,976.62
Industrial Electrical Technician	381	$2,331.00	$2,447.91	$2,577.82	$2,698.37	$2,833.47	$2,975.32
Lead Electrician	401	$2,575.74	$2,704.60	$2,839.70	$2,981.56	$3,130.69	$3,287.09
Maintenance Technician	283	$1,429.98	$1,501.17	$1,576.52	$1,655.50	$1,738.12	$1,824.89
Mechanic I	286	$1,451.29	$1,524.03	$1,600.42	$1,680.44	$1,764.10	$1,852.43
Mechanic II	301	$1,564.05	$1,642.51	$1,724.61	$1,810.86	$1,901.28	$1,996.37
Mechanic III	321	$1,728.24	$1,814.50	$1,905.43	$2,000.52	$2,100.81	$2,205.77
Neighborhood Outreach Assistant	276	$1,380.62	$1,449.73	$1,522.48	$1,598.34	$1,678.36	$1,762.54

Exhibit A: General Bargaining Unit Salary Schedules

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2022							
Neighborhood Outreach Coordinator	306	$1,603.54	$1,684.08	$1,768.25	$1,856.59	$1,949.08	$2,046.77
Neighborhood Preservation Specialist I	310	$1,635.75	$1,717.85	$1,803.59	$1,894.00	$1,988.57	$2,087.82
Neighborhood Preservation Specialist II	330	$1,807.75	$1,898.16	$1,992.73	$2,092.50	$2,196.94	$2,307.10
Neighborhood Preservation Specialist III	350	$1,997.41	$2,097.17	$2,202.13	$2,311.77	$2,427.65	$2,548.72
Office Assistant I	213	$1,008.58	$1,058.98	$1,111.98	$1,167.58	$1,225.78	$1,287.09
Office Assistant II	233	$1,114.06	$1,170.18	$1,228.37	$1,289.69	$1,354.64	$1,422.19
Parks Leadworker	308	$1,619.64	$1,700.70	$1,785.92	$1,875.30	$1,968.83	$2,067.03
Parks Worker I	248	$1,200.83	$1,261.11	$1,323.98	$1,389.97	$1,459.60	$1,532.35
Parks Worker II	268	$1,326.58	$1,393.09	$1,462.72	$1,535.99	$1,612.89	$1,693.43
Parks Worker III	288	$1,465.84	$1,539.10	$1,616.01	$1,697.07	$1,781.76	$1,871.14
Payroll Specialist	316	$1,685.64	$1,769.81	$1,858.67	$1,951.16	$2,048.85	$2,151.21
Plans Examiner	360	$2,099.25	$2,204.21	$2,314.37	$2,430.25	$2,551.84	$2,679.14
Public Works Maintenance Lead Worker	305	$1,595.74	$1,675.24	$1,759.42	$1,847.24	$1,939.73	$2,036.38
Public Works Maintenance Worker I	254	$1,237.21	$1,299.04	$1,363.99	$1,432.58	$1,503.77	$1,579.11
Public Works Maintenance Worker II	274	$1,367.11	$1,435.70	$1,507.41	$1,582.75	$1,661.73	$1,744.87
Public Works Maintenance Worker III	281	$1,415.44	$1,486.62	$1,560.93	$1,638.87	$1,720.97	$1,806.71
Public Works Maintenance Worker IV	285	$1,444.01	$1,516.24	$1,592.10	$1,671.61	$1,755.26	$1,843.08
Purchasing Assistant	280	$1,408.68	$1,478.83	$1,553.13	$1,630.56	$1,712.14	$1,797.87
Recreation/Community Programs Coordinator	313	$1,660.69	$1,743.83	$1,830.61	$1,922.58	$2,018.71	$2,119.52
Secretary	253	$1,230.97	$1,292.81	$1,357.24	$1,425.31	$1,496.49	$1,571.32
Senior Nutrition Program Monitor	233	$1,114.06	$1,170.18	$1,228.37	$1,289.69	$1,354.64	$1,422.19
Solid Waste/Recycling Assistant	283	$1,429.98	$1,501.17	$1,576.52	$1,655.50	$1,738.12	$1,824.89
Solid Waste/Recycling Coordinator	313	$1,660.69	$1,743.83	$1,830.61	$1,922.58	$2,018.71	$2,119.52
Water Conservation Customer Service Representative	260	$1,275.14	$1,338.53	$1,405.56	$1,475.71	$1,549.50	$1,626.92
Water Conservation Specialist	283	$1,429.98	$1,501.17	$1,576.52	$1,655.50	$1,738.12	$1,824.89
Water Quality Specialist I	283	$1,429.98	$1,501.17	$1,576.52	$1,655.50	$1,738.12	$1,824.89
Water Quality Specialist II	305	$1,595.74	$1,675.24	$1,759.42	$1,847.24	$1,939.73	$2,036.38
Water Quality Specialist III	325	$1,763.06	$1,851.39	$1,943.89	$2,041.05	$2,142.90	$2,249.94
Water Quality Specialist In Training	262	$1,287.61	$1,352.04	$1,419.59	$1,490.78	$1,565.08	$1,643.55
Water System Lead Worker	335	$1,853.47	$1,945.96	$2,043.13	$2,145.50	$2,252.54	$2,365.29
Water System Technician	344	$1,938.17	$2,035.34	$2,137.18	$2,243.70	$2,355.94	$2,473.89
Water System Worker I	272	$1,353.60	$1,421.15	$1,492.34	$1,566.64	$1,645.11	$1,727.72

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2022							
Water System Worker II	311	$1,644.07	$1,726.17	$1,812.42	$1,903.35	$1,998.44	$2,098.21
Water System Worker III	315	$1,677.32	$1,760.98	$1,849.31	$1,941.81	$2,038.97	$2,140.82
WW Lab Analyst/Environmental Compliance Inspector I	345	$1,948.04	$2,045.21	$2,147.57	$2,255.13	$2,367.89	$2,486.36
WW Lab Analyst/Environmental Compliance Inspector II	365	$2,152.25	$2,259.81	$2,373.09	$2,491.56	$2,616.27	$2,747.21
WWTP Lead Operator	383	$2,354.38	$2,472.33	$2,596.00	$2,725.39	$2,862.05	$3,004.94
WWTP Mechanic	375	$2,262.41	$2,375.69	$2,494.16	$2,618.87	$2,749.81	$2,887.51
WWTP Operator I	322	$1,737.08	$1,823.85	$1,914.79	$2,010.40	$2,111.20	$2,216.68
WWTP Operator II	344	$1,938.17	$2,035.34	$2,137.18	$2,243.70	$2,355.94	$2,473.89
WWTP Operator III	364	$2,141.86	$2,248.90	$2,361.14	$2,479.09	$2,603.28	$2,733.18
WWTP Operator In Training	301	$1,564.05	$1,642.51	$1,724.61	$1,810.86	$1,901.28	$1,996.37

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2023							
Accountant (Junior)	282	$1,451.16	$1,523.77	$1,600.10	$1,680.13	$1,763.87	$1,852.38
Accounting Technician I	240	$1,177.15	$1,235.98	$1,297.46	$1,362.65	$1,430.49	$1,502.04
Accounting Technician II	260	$1,300.64	$1,365.30	$1,433.67	$1,505.22	$1,580.49	$1,659.46
Accounting Technician III	280	$1,436.85	$1,508.41	$1,584.20	$1,663.17	$1,746.38	$1,833.83
Administrative Assistant	299	$1,579.43	$1,658.40	$1,741.61	$1,828.53	$1,920.22	$2,016.15
Administrative Secretary	275	$1,401.34	$1,471.30	$1,544.98	$1,622.36	$1,703.45	$1,788.78
Airport Maintenance Worker I	254	$1,261.95	$1,325.02	$1,391.27	$1,461.23	$1,533.85	$1,610.70
Airport Maintenance Worker II	274	$1,394.45	$1,464.41	$1,537.56	$1,614.41	$1,694.97	$1,779.77
Airport Maintenance Worker III	281	$1,443.74	$1,516.36	$1,592.15	$1,671.65	$1,755.39	$1,842.84
Animal Control Officer	290	$1,510.53	$1,585.79	$1,665.29	$1,748.50	$1,835.95	$1,927.64
Assistant Planner	352	$2,057.49	$2,160.32	$2,268.44	$2,381.86	$2,501.11	$2,626.19
Building Permit Technician	288	$1,495.15	$1,569.89	$1,648.33	$1,731.01	$1,817.40	$1,908.56
Combination Building Inspector	348	$2,016.68	$2,117.92	$2,223.39	$2,334.69	$2,451.82	$2,574.25
Computer Technician	344	$1,976.93	$2,076.04	$2,179.93	$2,288.58	$2,403.06	$2,523.37
Construction Inspector I	322	$1,771.82	$1,860.33	$1,953.08	$2,050.60	$2,153.43	$2,261.02
Construction Inspector II	342	$1,957.32	$2,055.37	$2,158.20	$2,265.79	$2,379.21	$2,498.46
Deputy City Clerk	311	$1,676.95	$1,760.69	$1,848.67	$1,941.42	$2,038.41	$2,140.18
Electrician II	361	$2,151.84	$2,259.43	$2,372.85	$2,491.04	$2,615.59	$2,746.51
Electrician III	381	$2,377.62	$2,496.87	$2,629.37	$2,752.34	$2,890.14	$3,034.83
Engineering Technician I	302	$1,603.28	$1,683.84	$1,767.58	$1,856.09	$1,948.84	$2,046.36
Engineering Technician II	322	$1,771.82	$1,860.33	$1,953.08	$2,050.60	$2,153.43	$2,261.02
Engineering Technician III	350	$2,037.35	$2,139.12	$2,246.18	$2,358.01	$2,476.20	$2,599.69
Facilities Maintenance Technician	289	$1,502.57	$1,577.84	$1,656.81	$1,739.49	$1,826.41	$1,918.10
Facility Aide	201	$968.86	$1,017.09	$1,067.97	$1,121.50	$1,177.68	$1,236.51
Grants Specialist	299	$1,579.43	$1,658.40	$1,741.61	$1,828.53	$1,920.22	$2,016.15
Industrial Electrical Technician	381	$2,377.62	$2,496.87	$2,629.37	$2,752.34	$2,890.14	$3,034.83
Lead Electrician	401	$2,627.25	$2,758.70	$2,896.50	$3,041.19	$3,193.30	$3,352.83
Maintenance Technician	283	$1,458.58	$1,531.20	$1,608.05	$1,688.61	$1,772.88	$1,861.39
Mechanic I	286	$1,480.31	$1,554.52	$1,632.43	$1,714.05	$1,799.38	$1,889.48
Mechanic II	301	$1,595.33	$1,675.36	$1,759.10	$1,847.08	$1,939.30	$2,036.29
Mechanic III	321	$1,762.81	$1,850.79	$1,943.54	$2,040.53	$2,142.83	$2,249.89
Neighborhood Outreach Assistant	276	$1,408.23	$1,478.72	$1,552.93	$1,630.31	$1,711.93	$1,797.79

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2023							
Neighborhood Outreach Coordinator	306	$1,635.61	$1,717.76	$1,803.62	$1,893.72	$1,988.06	$2,087.70
Neighborhood Preservation Specialist I	310	$1,668.47	$1,752.21	$1,839.66	$1,931.88	$2,028.34	$2,129.58
Neighborhood Preservation Specialist II	330	$1,843.90	$1,936.12	$2,032.58	$2,134.35	$2,240.88	$2,353.24
Neighborhood Preservation Specialist III	350	$2,037.35	$2,139.12	$2,246.18	$2,358.01	$2,476.20	$2,599.69
Office Assistant I	213	$1,028.75	$1,080.16	$1,134.22	$1,190.93	$1,250.29	$1,312.83
Office Assistant II	233	$1,136.34	$1,193.58	$1,252.94	$1,315.48	$1,381.73	$1,450.63
Parks Leadworker	308	$1,652.04	$1,734.72	$1,821.64	$1,912.80	$2,008.20	$2,108.37
Parks Worker I	248	$1,224.85	$1,286.33	$1,350.46	$1,417.77	$1,488.79	$1,563.00
Parks Worker II	268	$1,353.11	$1,420.95	$1,491.97	$1,566.71	$1,645.15	$1,727.30
Parks Worker III	288	$1,495.15	$1,569.89	$1,648.33	$1,731.01	$1,817.40	$1,908.56
Payroll Specialist	316	$1,719.35	$1,805.21	$1,895.84	$1,990.18	$2,089.82	$2,194.24
Plans Examiner	360	$2,141.24	$2,248.30	$2,360.66	$2,478.85	$2,602.87	$2,732.73
Public Works Maintenance Lead Worker	305	$1,627.66	$1,708.75	$1,794.61	$1,884.18	$1,978.52	$2,077.10
Public Works Maintenance Worker I	254	$1,261.95	$1,325.02	$1,391.27	$1,461.23	$1,533.85	$1,610.70
Public Works Maintenance Worker II	274	$1,394.45	$1,464.41	$1,537.56	$1,614.41	$1,694.97	$1,779.77
Public Works Maintenance Worker III	281	$1,443.74	$1,516.36	$1,592.15	$1,671.65	$1,755.39	$1,842.84
Public Works Maintenance Worker IV	285	$1,472.89	$1,546.57	$1,623.95	$1,705.04	$1,790.37	$1,879.94
Purchasing Assistant	280	$1,436.85	$1,508.41	$1,584.20	$1,663.17	$1,746.38	$1,833.83
Recreation/Community Programs Coordinator	313	$1,693.91	$1,778.71	$1,867.22	$1,961.03	$2,059.08	$2,161.91
Secretary	253	$1,255.59	$1,318.66	$1,384.38	$1,453.81	$1,526.42	$1,602.75
Senior Nutrition Program Monitor	233	$1,136.34	$1,193.58	$1,252.94	$1,315.48	$1,381.73	$1,450.63
Solid Waste/Recycling Assistant	283	$1,458.58	$1,531.20	$1,608.05	$1,688.61	$1,772.88	$1,861.39
Solid Waste/Recycling Coordinator	313	$1,693.91	$1,778.71	$1,867.22	$1,961.03	$2,059.08	$2,161.91
Water Conservation Customer Service Representative	260	$1,300.64	$1,365.30	$1,433.67	$1,505.22	$1,580.49	$1,659.46
Water Conservation Specialist	283	$1,458.58	$1,531.20	$1,608.05	$1,688.61	$1,772.88	$1,861.39
Water Quality Specialist I	283	$1,458.58	$1,531.20	$1,608.05	$1,688.61	$1,772.88	$1,861.39
Water Quality Specialist II	305	$1,627.66	$1,708.75	$1,794.61	$1,884.18	$1,978.52	$2,077.10
Water Quality Specialist III	325	$1,798.32	$1,888.42	$1,982.76	$2,081.87	$2,185.76	$2,294.94
Water Quality Specialist In Training	262	$1,313.36	$1,379.08	$1,447.98	$1,520.60	$1,596.39	$1,676.42
Water System Lead Worker	335	$1,890.54	$1,984.88	$2,083.99	$2,188.41	$2,297.59	$2,412.60
Water System Technician	344	$1,976.93	$2,076.04	$2,179.93	$2,288.58	$2,403.06	$2,523.37
Water System Worker I	272	$1,380.67	$1,449.57	$1,522.19	$1,597.98	$1,678.01	$1,762.28

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2023							
Water System Worker II	311	$1,676.95	$1,760.69	$1,848.67	$1,941.42	$2,038.41	$2,140.18
Water System Worker III	315	$1,710.87	$1,796.20	$1,886.30	$1,980.64	$2,079.75	$2,183.64
WW Lab Analyst/Environmental Compliance Inspector I	345	$1,987.00	$2,086.11	$2,190.53	$2,300.24	$2,415.25	$2,536.09
WW Lab Analyst/Environmental Compliance Inspector II	365	$2,195.30	$2,305.01	$2,420.55	$2,541.39	$2,668.59	$2,802.16
WWTP Lead Operator	383	$2,401.47	$2,521.78	$2,647.92	$2,779.90	$2,919.29	$3,065.04
WWTP Mechanic	375	$2,307.66	$2,423.20	$2,544.04	$2,671.24	$2,804.81	$2,945.26
WWTP Operator I	322	$1,771.82	$1,860.33	$1,953.08	$2,050.60	$2,153.43	$2,261.02
WWTP Operator II	344	$1,976.93	$2,076.04	$2,179.93	$2,288.58	$2,403.06	$2,523.37
WWTP Operator III	364	$2,184.70	$2,293.88	$2,408.36	$2,528.67	$2,655.34	$2,787.85
WWTP Operator In Training	301	$1,595.33	$1,675.36	$1,759.10	$1,847.08	$1,939.30	$2,036.29

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2024							
Accountant (Junior)	282	$1,480.19	$1,554.25	$1,632.10	$1,713.73	$1,799.15	$1,889.43
Accounting Technician I	240	$1,200.69	$1,260.70	$1,323.41	$1,389.91	$1,459.10	$1,532.09
Accounting Technician II	260	$1,326.65	$1,392.61	$1,462.35	$1,535.33	$1,612.10	$1,692.65
Accounting Technician III	280	$1,465.59	$1,538.57	$1,615.88	$1,696.43	$1,781.31	$1,870.51
Administrative Assistant	299	$1,611.01	$1,691.57	$1,776.44	$1,865.10	$1,958.63	$2,056.48
Administrative Secretary	275	$1,429.37	$1,500.73	$1,575.87	$1,654.80	$1,737.52	$1,824.56
Airport Maintenance Worker I	254	$1,287.19	$1,351.52	$1,419.10	$1,490.46	$1,564.52	$1,642.91
Airport Maintenance Worker II	274	$1,422.34	$1,493.70	$1,568.31	$1,646.69	$1,728.87	$1,815.36
Airport Maintenance Worker III	281	$1,472.62	$1,546.68	$1,623.99	$1,705.08	$1,790.50	$1,879.70
Animal Control Officer	290	$1,540.74	$1,617.50	$1,698.59	$1,783.47	$1,872.67	$1,966.19
Assistant Planner	352	$2,098.64	$2,203.52	$2,313.81	$2,429.50	$2,551.13	$2,678.72
Building Permit Technician	288	$1,525.06	$1,601.28	$1,681.29	$1,765.63	$1,853.75	$1,946.73
Combination Building Inspector	348	$2,057.02	$2,160.27	$2,267.85	$2,381.38	$2,500.86	$2,625.74
Computer Technician	344	$2,016.47	$2,117.57	$2,223.52	$2,334.35	$2,451.12	$2,573.84
Construction Inspector I	322	$1,807.26	$1,897.54	$1,992.14	$2,091.62	$2,196.49	$2,306.24
Construction Inspector II	342	$1,996.47	$2,096.48	$2,201.36	$2,311.10	$2,426.79	$2,548.43
Deputy City Clerk	311	$1,710.49	$1,795.90	$1,885.64	$1,980.25	$2,079.18	$2,182.98
Electrician II	361	$2,194.87	$2,304.62	$2,420.31	$2,540.86	$2,667.90	$2,801.44
Electrician III	381	$2,425.17	$2,546.81	$2,681.96	$2,807.38	$2,947.94	$3,095.53
Engineering Technician I	302	$1,635.34	$1,717.51	$1,802.93	$1,893.21	$1,987.82	$2,087.29
Engineering Technician II	322	$1,807.26	$1,897.54	$1,992.14	$2,091.62	$2,196.49	$2,306.24
Engineering Technician III	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69
Facilities Maintenance Technician	289	$1,532.63	$1,609.39	$1,689.94	$1,774.28	$1,862.94	$1,956.46
Facility Aide	201	$988.23	$1,037.43	$1,089.33	$1,143.93	$1,201.23	$1,261.24
Grants Specialist	299	$1,611.01	$1,691.57	$1,776.44	$1,865.10	$1,958.63	$2,056.48
Industrial Electrical Technician	381	$2,425.17	$2,546.81	$2,681.96	$2,807.38	$2,947.94	$3,095.53
Lead Electrician	401	$2,679.80	$2,813.87	$2,954.43	$3,102.01	$3,257.17	$3,419.89
Maintenance Technician	283	$1,487.76	$1,561.82	$1,640.21	$1,722.38	$1,808.34	$1,898.62
Mechanic I	286	$1,509.92	$1,585.61	$1,665.08	$1,748.33	$1,835.37	$1,927.27
Mechanic II	301	$1,627.23	$1,708.86	$1,794.28	$1,884.02	$1,978.09	$2,077.02
Mechanic III	321	$1,798.07	$1,887.81	$1,982.41	$2,081.34	$2,185.68	$2,294.89
Neighborhood Outreach Assistant	276	$1,436.40	$1,508.30	$1,583.98	$1,662.91	$1,746.17	$1,833.75

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2024							
Neighborhood Outreach Coordinator	306	$1,668.32	$1,752.11	$1,839.69	$1,931.60	$2,027.82	$2,129.46
Neighborhood Preservation Specialist I	310	$1,701.84	$1,787.25	$1,876.45	$1,970.52	$2,068.91	$2,172.17
Neighborhood Preservation Specialist II	330	$1,880.78	$1,974.84	$2,073.24	$2,177.03	$2,285.69	$2,400.30
Neighborhood Preservation Specialist III	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69
Office Assistant I	213	$1,049.32	$1,101.76	$1,156.90	$1,214.75	$1,275.30	$1,339.09
Office Assistant II	233	$1,159.07	$1,217.45	$1,278.00	$1,341.79	$1,409.37	$1,479.65
Parks Leadworker	308	$1,685.08	$1,769.41	$1,858.07	$1,951.06	$2,048.37	$2,150.54
Parks Worker I	248	$1,249.35	$1,312.06	$1,377.47	$1,446.13	$1,518.57	$1,594.26
Parks Worker II	268	$1,380.17	$1,449.37	$1,521.81	$1,598.04	$1,678.05	$1,761.84
Parks Worker III	288	$1,525.06	$1,601.28	$1,681.29	$1,765.63	$1,853.75	$1,946.73
Payroll Specialist	316	$1,753.74	$1,841.31	$1,933.76	$2,029.99	$2,131.62	$2,238.12
Plans Examiner	360	$2,184.06	$2,293.26	$2,407.87	$2,528.43	$2,654.93	$2,787.38
Public Works Maintenance Lead Worker	305	$1,660.21	$1,742.92	$1,830.50	$1,921.86	$2,018.09	$2,118.65
Public Works Maintenance Worker I	254	$1,287.19	$1,351.52	$1,419.10	$1,490.46	$1,564.52	$1,642.91
Public Works Maintenance Worker II	274	$1,422.34	$1,493.70	$1,568.31	$1,646.69	$1,728.87	$1,815.36
Public Works Maintenance Worker III	281	$1,472.62	$1,546.68	$1,623.99	$1,705.08	$1,790.50	$1,879.70
Public Works Maintenance Worker IV	285	$1,502.35	$1,577.50	$1,656.43	$1,739.14	$1,826.18	$1,917.54
Purchasing Assistant	280	$1,465.59	$1,538.57	$1,615.88	$1,696.43	$1,781.31	$1,870.51
Recreation/Community Programs Coordinator	313	$1,727.79	$1,814.28	$1,904.57	$2,000.25	$2,100.27	$2,205.14
Secretary	253	$1,280.70	$1,345.03	$1,412.07	$1,482.89	$1,556.95	$1,634.80
Senior Nutrition Program Monitor	233	$1,159.07	$1,217.45	$1,278.00	$1,341.79	$1,409.37	$1,479.65
Solid Waste/Recycling Assistant	283	$1,487.76	$1,561.82	$1,640.21	$1,722.38	$1,808.34	$1,898.62
Solid Waste/Recycling Coordinator	313	$1,727.79	$1,814.28	$1,904.57	$2,000.25	$2,100.27	$2,205.14
Water Conservation Customer Service Representative	260	$1,326.65	$1,392.61	$1,462.35	$1,535.33	$1,612.10	$1,692.65
Water Conservation Specialist	283	$1,487.76	$1,561.82	$1,640.21	$1,722.38	$1,808.34	$1,898.62
Water Quality Specialist I	283	$1,487.76	$1,561.82	$1,640.21	$1,722.38	$1,808.34	$1,898.62
Water Quality Specialist II	305	$1,660.21	$1,742.92	$1,830.50	$1,921.86	$2,018.09	$2,118.65
Water Quality Specialist III	325	$1,834.29	$1,926.19	$2,022.42	$2,123.51	$2,229.47	$2,340.84
Water Quality Specialist In Training	262	$1,339.63	$1,406.66	$1,476.94	$1,551.01	$1,628.31	$1,709.95
Water System Lead Worker	335	$1,928.35	$2,024.58	$2,125.67	$2,232.17	$2,343.54	$2,460.85
Water System Technician	344	$2,016.47	$2,117.57	$2,223.52	$2,334.35	$2,451.12	$2,573.84
Water System Worker I	272	$1,408.29	$1,478.57	$1,552.63	$1,629.94	$1,711.57	$1,797.52

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Effective first paycheck on or after July 1, 2024							
Water System Worker II	311	$1,710.49	$1,795.90	$1,885.64	$1,980.25	$2,079.18	$2,182.98
Water System Worker III	315	$1,745.09	$1,832.12	$1,924.03	$2,020.26	$2,121.35	$2,227.31
WW Lab Analyst/Environmental Compliance Inspector I	345	$2,026.74	$2,127.84	$2,234.34	$2,346.24	$2,463.56	$2,586.81
WW Lab Analyst/Environmental Compliance Inspector II	365	$2,239.20	$2,351.11	$2,468.96	$2,592.22	$2,721.97	$2,858.20
WWTP Lead Operator	383	$2,449.50	$2,572.22	$2,700.88	$2,835.49	$2,977.67	$3,126.34
WWTP Mechanic	375	$2,353.81	$2,471.66	$2,594.92	$2,724.67	$2,860.90	$3,004.16
WWTP Operator I	322	$1,807.26	$1,897.54	$1,992.14	$2,091.62	$2,196.49	$2,306.24
WWTP Operator II	344	$2,016.47	$2,117.57	$2,223.52	$2,334.35	$2,451.12	$2,573.84
WWTP Operator III	364	$2,228.39	$2,339.76	$2,456.53	$2,579.25	$2,708.45	$2,843.60
WWTP Operator In Training	301	$1,627.23	$1,708.86	$1,794.28	$1,884.02	$1,978.09	$2,077.02

SAFETY BOOT ALLOWANCE Exhibit B

Airport Maintenance Worker I/II/III
Combination Building Inspector
Construction Inspector I/II
Electrician II/III
Lead Electrician
Engineering Technician I/II/III
Facilities Maintenance Technician
Fire Prevention Officer in Training
Fire Prevention Officer I/II
Industrial Electrical Technician
Maintenance Technician
Mechanic I/II/III
Neighborhood Preservation Specialist I/II/III
Parks Worker I/II/III
Parks Lead Worker
Public Works Maintenance Lead Worker
Public Works Maintenance Worker I/II/III/IV
Solid Waste/Recycling Assistant
Solid Waste/Recycling Coordinator
Water Conservation Customer Service Representative
Water Conservation Specialist
Water Quality Specialist in Training
Water Quality Specialist I/II/III
Water System Lead Worker
Water System Technician
Water System Worker I/II/III
WWTP Lab Analyst/Environmental Compliance Inspector I/II
WWTP Lead Operator
WWTP Mechanic
WWTP Operator I/II/III

RETURN TO AGENDA

July 21, 2021

Madera City Council
Meeting Agenda Item E-1

Retail Sales Tax Update (Report by Roger Sanchez)

There is no written report for this item.