

**REGULAR MEETING  
OF THE MADERA CITY COUNCIL**  
205 W. 4<sup>th</sup> Street, Madera, California 93637

**NOTICE AND AGENDA**

Wednesday, May 4, 2016  
6:00 p.m.

Council Chambers  
City Hall

**CALL TO ORDER**

**ROLL CALL:** Mayor Robert L. Poythress  
Mayor Pro Tem Charles F. Rigby  
Council Member Andrew J. Medellin  
Council Member Donald E. Holley  
Council Member Derek O. Robinson Sr.  
Council Member William Oliver

**INVOCATION:** Pastor Tim McGraw, Yosemite Christian Center

**PLEDGE OF ALLEGIANCE:**

**PUBLIC COMMENT:**

The first fifteen 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 to identify themselves and state the subject of their comment. 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.

**PRESENTATIONS** Recyclers of the Year Award

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Weekly Water Conservation Report 4/18/16-4/24/16 (Report by Dave Randall)

- B-4 Consideration of a Resolution Approving the Award of Contract for Centennial Park Inclusive Playground City of Madera Project No. PK 61, in the Amount of \$289,545.31 for Base Bid, and Including Additive Alternate No. 1 in the Amount of \$11,760.00, Additive Alternate No. 2 in the Amount of \$4,905.61, Additive Alternate No. 3 in the Amount of \$3,653.97, Additive Alternate No. 4 in the Amount of \$3,098.55, Additive Alternate No. 5 in the Amount of \$3992.80 for a Total Contract of \$316,956.24 to Truxell & Valentino Landscape Development Inc, Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 10% as Approved by the City Engineer and Authorizing the Mayor to Execute the Contract on Behalf of the City

And

Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2015/16 Budget for the Centennial Park Inclusive Playground Project City of Madera Project No. PK 61 (Report by Keith Helmuth)

- B-5 Consideration of a Resolution Approving the Award of Contract for Surface Seals at Various Streets City Project No. ST 16-01, in the Amount of \$301,400.35 for the Base Bid, and Add Alternate No. 1 in the Amount of \$140,819.50, for a Total Contract of \$442,219.85 to Talley Oil Inc, Authorizing Construction Contingencies of Up to 20% and Construction Inspection and Management of Up to 5% as Approved by the City Engineer, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)
- B-6 Consideration of a Resolution of the City Council, of the City of Madera, California, Approving the Submission of Documents to Expedite an Award of FY 2015-16 California Transit Security Grant Program Proposition 1B Funds and Authorizing the City Administrator to Execute for and on Behalf of the City of Madera Any Documents or Take Actions Necessary for the Purpose of Obtaining Financial Assistance Provided by the California Governor's Office of Emergency Services (Report by Sonia Hall)
- B-7 Consideration of a Minute Order Rejecting a Claim filed by Sally Frazier (Report by Wendy Silva)
- B-8 Consideration of a Minute Order Rejecting a Claim filed by Dennis Thurston (Report by Wendy Silva)
- B-9 Consideration of a Resolution Approving an Agreement with Devastating Pyrotechnics, LLC for Operation of the 2016, 4<sup>th</sup> of July Fireworks Show and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-10 Consideration of a Resolution Renewing an Agreement for Network Services with Comcast Business Services LLC and Authorizing the Mayor to Execute the Agreement and Authorizing the City Administrator, or their Designee, to Approve Proposals and Scopes of Work as Contemplated in the Agreement (Report by Ted Uyesaka)

**C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS**

- C-1 A Continued Public Hearing in Consideration of an Appeal by Junaid Lateef of the Planning Commission Denial of Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32

And

Consideration of a Resolution of Determination on Appeal (Report by Chris Boyle)

C-2 Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (Report by Brent Richardson)

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

E-1 Presentation of the Preliminary City of Madera Enterprise Fund Budgets for Fiscal Year 2016/2017 (Report by Tim Przybyla)

**F. COUNCIL REPORTS**

**G. CLOSED SESSION**

G-1 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: David Tooley and Wendy Silva

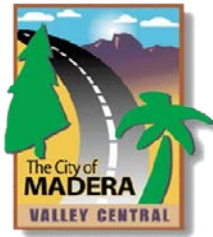
Employee Organizations: General Bargaining Unit  
Mid Management Group  
Madera Police Officers' Association  
Law Enforcement Mid Management Group  
Management Employees

**ADJOURNMENT** – Next regular meeting May 18, 2016

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- 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 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4<sup>th</sup> Street, Madera, California 93637 during normal business hours.
  - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
  - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for May 4, 2016, near the front entrances of City Hall at 3:00 p.m. on April 29, 2016.

  
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Sonia Alvarez, City Clerk



**Madera City Council Agenda 5/04/16  
Agenda Item B-1**

**There are no minutes for consideration.**

Memorandum To: The Honorable Mayor,  
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 05/04/2016

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

April 12th, 2016 to April 25th, 2016

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

General Warrant:	203645-203814	\$	827,236.15
Wire Transfer	Union Bank Payroll and Taxes	\$	579,056.74
Wire Transfer	SDI	\$	1,774.10
Wire Transfer	Cal Pers	\$	377,883.75

Respectfully submitted,



Tim Przybyla  
Financial Services Director

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT**  
**April 25th, 2016**

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
203645	4/14/2016	A-C ELECTRIC COMPANY	SCADA WWTP	2,060.00
203646	4/14/2016	AOT PUBLIC SAFETY CORP.	ANNUAL CRYWOLF SOFTWARE LICENSE/MAINT.	5,861.00
203647	4/14/2016	AT&T	PD PRIVATE LINE SVS 03/19- 04/18	378.42
203648	4/14/2016	AMERICAN MOBILE SHREDDING	SHREDDING SVS	280.00
203649	4/14/2016	THE ARC FRESNO	CITY CAN ORDERS MARCH 2016	1,562.69
203650	4/14/2016	BSK ASSOCIATES	WATER SAMPLES	205.00
203651	4/14/2016	BEST TOURS AND TRAVEL	BLACK OAKS TRIP	532.00
203652	4/14/2016	BROOKS, ERIC	CRWA EXPO 2016	165.75
203653	4/14/2016	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	668.50
203654	4/14/2016	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	347.00
203655	4/14/2016	CHIARAMONTE, GIACHINO	PER DIEM POST MANAGEMENT TRAINING	352.00
203656	4/14/2016	DIAMOND COMMUNICATIONS	PAN AM ALARM SERVICE	301.00
203657	4/14/2016	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMIN FEE APRIL 2016	43,120.00
203658	4/14/2016	JACKSON LARRY D OR CITY OF MADERA	Utility Billing Credit Refund	150.29
203659	4/14/2016	BRAGER JAMES OR CITY OF MADERA BRAGER ALEXANDRIA	Utility Billing Credit Refund	55.29
203660	4/14/2016	MCALISTER DOLPHUS	Utility Billing Deposit Refund	8.04
203661	4/14/2016	GUERRERO CECILIA Z	Utility Billing Credit Refund	168.73
203662	4/14/2016	GARCIA FRANCISCO AND MARTHA	Utility Billing Credit Refund	154.60
203663	4/14/2016	RAZO JORGE	Utility Billing Deposit Refund	69.04
203664	4/14/2016	HERRERA FRANCISCO OR CITY OF MADERA	Utility Billing Credit Refund	150.04
203665	4/14/2016	HERNANDEZ EMILIANO	Utility Billing Credit Refund	147.02
203666	4/14/2016	AMARO JULIE ANN	Utility Billing Credit Refund	113.06
203667	4/14/2016	HERNANDEZ ISABEL PEREZ OR CITY OF MADERA	Utility Billing Credit Refund	133.17
203668	4/14/2016	BARNES WILLIAM	Utility Billing Credit Refund	49.06
203669	4/14/2016	GUERRERO RAZO VICENTA	Utility Billing Credit Refund	125.79
203670	4/14/2016	HERRERA JUAN VILLA OR CITY OF MADERA	Utility Billing Credit Refund	150.57
203671	4/14/2016	PEREZ DAZA JOSE	Utility Billing Credit Refund	130.58
203672	4/14/2016	DELLAVALLE A GENE	Utility Billing Deposit Refund	69.85
203673	4/14/2016	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPHS	450.00
203674	4/14/2016	JAKUSZ PROPERTY MAINTENANCE	MARCH 2016 MONTHLY MAINTENANCE	12,284.00
203675	4/14/2016	FRESNO COUNTY TREASURER	WATER SAMPLES	1,866.00
203676	4/14/2016	FRESNO MADERA AREA AGENCY ON AGING	02/16 UNSERVED MEALS	237.60
203677	4/14/2016	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	198.22
203678	4/14/2016	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	521.00
203679	4/14/2016	HERITAGE K9	BI-MONTHLY MAINTENANCE TRAINING	1,733.34
203680	4/14/2016	J'S COMMUNICATIONS	APRIL-JUNE 2016 SERVICE AGREEMENT	4,707.00
203681	4/14/2016	JOHNSON REAL ESTATE APPRAISAL	INSPECTION 300 S K ST	700.00
203682	4/14/2016	JORGENSEN COMPANY	FIRE EXT SERVICE	788.46
203683	4/14/2016	LARA, RENE	CWEA ANNUAL CONFERENCE	144.00
203684	4/14/2016	LEHR AUTO ELECTRIC	K9 UP-LIFT	1,154.08
203685	4/14/2016	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,187.15
203686	4/14/2016	LINCOLN FINANCIAL	LIFE & LTD INSURANCE APRIL 2016	7,147.67
203687	4/14/2016	CITY OF MADERA	APRIL UTILITIES	58.76
203688	4/14/2016	CITY OF MADERA	APRIL UTILITIES	102.89
203689	4/14/2016	CITY OF MADERA	APRIL UTILITIES 703 SHERWOOD WAY	162.05
203690	4/14/2016	MADERA HONDA SUZUKI	HONDA SERVICING	385.28
203691	4/14/2016	MADERA TRIBUNE	PC NOTICE	172.80
203692	4/14/2016	MADERA TRIBUNE	RECRUITMENT ADS	139.31
203693	4/14/2016	MADERA VETERINARY CENTER	VET SERVICES	192.50
203694	4/14/2016	SYSCO OF CENTRAL CALIFORNIA	POOL CONCESSION/EGGSTRAVAGANZA	313.67
203695	4/14/2016	MATHIES, MICHAEL	PER DIEM CRWA 2016 EXPO	165.75
203696	4/14/2016	MEAD AND HUNT, INC.	AIRPORT DBE	1,887.71
203697	4/14/2016	ONTRAC	OVERNIGHT SHIPPING	10.77
203698	4/14/2016	PACIFIC GAS & ELECTRIC	03/16 SVS 3533032414-2	81,244.64
203699	4/14/2016	P G AND E	03/16 SVS 9787342989-4	144.02
203700	4/14/2016	PACIFIC PUBLISHING GROUP, INC.	LEGAL DIRECTORY	20.00
203701	4/14/2016	PECK'S PRINTERY	BUSINESS CARDS	171.73
203702	4/14/2016	OLIVER, WILL	PER DIEM LOCC POLICY COMMITTEE MTG 4/7	77.92
203703	4/14/2016	PETTY CASH - PUBLIC WORKS	REPLENISH PUBLIC WORKS PETTY CASH	27.84
203704	4/14/2016	PIERCE CONSTRUCTION	ALLEY PAVING	110,526.50

203705	4/14/2016 PRICE PAIGE AND COMPANY	COMPLETION OF AUDIT	2,295.00
203706	4/14/2016 REHRIG PACIFIC COMPANY	RECYCLING CONTAINERS	56,751.93
203707	4/14/2016 ROMERO, ARTURO	CWEA ANNUAL CONFERENCE 2016	144.00
203708	4/14/2016 ROSEL, JOHN	RANGE FEE REIMBURSEMENT	45.00
203709	4/14/2016 SACRAMENTO REGIONAL PUBLIC SAFETY	FIELD TRAINING OFFICER COURSE	384.00
203710	4/14/2016 SILVA, WENDY	MILEAGE CSJVRMA TRAINING 03/30/16	73.55
203711	4/14/2016 SPEAKWRITE LLC	DICTATION SVS	477.88
203712	4/14/2016 STATE WATER RESOURCES CONTROL BOARD	WWTP OPERATOR CERTIFICATE RENEWAL	340.00
203713	4/14/2016 STATE WATER RESOURCES CONTROL BOARD	LRG WATER SYSTEM JULY 2015-DEC 2015	4,880.70
203714	4/14/2016 SUNEDISON, LLC	SOLAR ELECTRIC UTILITY MARCH 2016	25,094.66
203715	4/14/2016 TAMARACK PEST CONTROL	PEST CONTROL WATER WELL 28	60.00
203716	4/14/2016 TESEI PETROLEUM, INC.	FUEL	225.26
203717	4/14/2016 THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SERVICE	241.98
203718	4/14/2016 TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS MARCH 2016	126.75
203719	4/14/2016 TRI-SIGNAL INTEGRATION, INC.	MAINT OF KITCHEN HOOD FIRE SYSTEM	85.80
203720	4/14/2016 WEST COAST ARBORISTS, INC.	CENTENNIAL PARK REMOVAL SERVICES	3,937.50
203721	4/14/2016 ZEE MEDICAL SERVICE CO.	SUPPLIES	95.13
203722	4/19/2016 RANDALL, DAVE	PER DIEM 2016 GREEN CA SUMMIT	310.89
203723	4/21/2016 MARTINEZ, ELISA	PARK CANCELLATION REFUND	165.00
203724	4/21/2016 AVINA, IRENE	PARK CANCELLATION REFUND	165.00
203725	4/21/2016 MEDLEY, JANET	PARK DEPOSIT REFUND	165.00
203726	4/21/2016 ARMIENTO, MARY	PARK DEPOSIT REFUND	50.00
203727	4/21/2016 AT&T	03/16 CALNET 3 SVS 9391026400	671.77
203728	4/21/2016 AT&T	03/16 CALNET 3 SVS 9391026415	955.10
203729	4/21/2016 CASTANEDA, MARIA	PARK DEPOSIT REFUND	50.00
203730	4/21/2016 ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR APRIL 2016	114.00
203731	4/21/2016 ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 04/22/2016 PR	688.30
203732	4/21/2016 ARAMARK UNIFORM SERVICES	03/16 UNIFORM SERVICES	3,467.26
203733	4/21/2016 BSK ASSOCIATES	PERMIT COMPLIANCE	112.00
203734	4/21/2016 CARAHSOFT TECHNOLOGY CORPORATION	TIME MATTERS SOFTWARE	580.00
203735	4/21/2016 CANON FINANCIAL SERVICES	CONTRACT COPIERS	3,328.30
203736	4/21/2016 CENTRISYS CORP.	REPLACEMENT MOTOR CENTRIFUGE NO. 1	4,184.32
203737	4/21/2016 COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 04/22/2016 PAYROLL	1,042.48
203738	4/21/2016 COMMUNITY ACTION PRTRNSHP OF MADERA CO	REIMBURSEMENT FY 15/16 3RD QTR EXPENSES	3,762.40
203739	4/21/2016 CONCENTRA MEDICAL CENTERS	DOT TESTING	665.50
203740	4/21/2016 CREATIVE COPY	MAX TICKETS	298.41
203741	4/21/2016 ESPINOZA SEWER SERVICE	TOILET SERVICE	50.00
203742	4/21/2016 4IMPRINT	WATER CONSERVATION	1,981.45
203743	4/21/2016 FACSCO	FILTER PADS	278.27
203744	4/21/2016 FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 04/01- 04/15/16	9,618.75
203745	4/21/2016 FORENSIC NURSE SPECIALISTS, INC.	ASSAULT EXAMINATIONS	900.00
203746	4/21/2016 GEIL ENTERPRISES, INC.	EXTRA CLEANING	8,514.08
203747	4/21/2016 GUZMAN, EDDIE	REIMBURSEMENT FOR COPIES	40.62
203748	4/21/2016 FIRST TRANSIT INC.	FIRST TRANSIT MARCH 2016	73,830.05
203749	4/21/2016 LIEBERT CASSIDY WHITMORE	LEGAL FEES	365.47
203750	4/21/2016 M A C E A	APRIL 2016 MONTHLY DUES	25.00
203751	4/21/2016 CITY OF MADERA	LOW FLOW TOILET REBATE	50.00
203752	4/21/2016 CITY OF MADERA	LOW FLOW TOILET REBATE	50.00
203753	4/21/2016 M.C.E.A.	APRIL 2016 MONTHLY DUES	415.00
203754	4/21/2016 MADERA CLEANERS & LAUNDRY	YOUTH CENTER MAT SERVICE	32.30
203755	4/21/2016 MADERA COALITION FOR COMM JUSTICE	REIMB FOR 3RD QTR 15/16 CDBG FUNDED RMP	2,160.00
203756	4/21/2016 MADERA COUNTY	50% AMTRAK STATION COSTS	3,886.66
203757	4/21/2016 KEISER, ALICIA	PER DIEM CDAA ADULT SEX ASSAULT SYMP	103.50
203758	4/21/2016 MADERA IRRIGATION DISTRICT	GROUNDWATER JPA MID STAFF	540.00
203759	4/21/2016 M P O A	APRIL 2016 MONTHLY DUES	6,824.84
203760	4/21/2016 MADERA TRIBUNE	DRAFT EIR	93.60
203761	4/21/2016 MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	355.32
203762	4/21/2016 MONDRAGON, JUAN	MILEAGE REIMBURSEMENT 04/09/16	20.74
203763	4/21/2016 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 04/22/2016 PAYROLL	6,212.56
203764	4/21/2016 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 04/22/2016 PAYROLL	2,436.20
203765	4/21/2016 O'DELL ENGINEERING, INC.	KNOX PARK PLAYGROUND DESIGN	22,436.00
203766	4/21/2016 OPERATING ENGINEERS, LOCAL #3	APRIL 2016 MONTHLY DUES	4,862.00
203767	4/21/2016 PACIFIC GAS & ELECTRIC	03/16 SVS 9920095153-3	26,666.56
203768	4/21/2016 YOSEMITE PLAZA LLC.	REFUND OF FEES PAID	2,725.03
203769	4/21/2016 O'KANE, JULIA	CAT TRAP DEPOSIT REFUND	38.00

203770	4/21/2016	MADERA RESCUE MISSION	REFUND OF OVERPAYMENT	149.00
203771	4/21/2016	BLACKSTONE CONSULTING INC.	APPLICATION FEE REFUND	51.00
203772	4/21/2016	DESUTTER, CHERYL	PARK DEPOSIT REFUND	50.00
203773	4/21/2016	MOTT, JOHNNY	FACILITY DEPOSIT REFUND	100.00
203774	4/21/2016	SALAZAR, NALLELY	FACILITY CANCELLATION REFUND	300.00
203775	4/21/2016	AGUILAR, TINA MARIE	PARK DEPOSIT REFUND	50.00
203776	4/21/2016	THURMAN, FRED LEE	PARK DEPOSIT REFUND	50.00
203777	4/21/2016	HERNANDEZ, DORIEN	PARK DEPOSIT REFUND	50.00
203778	4/21/2016	CONDE, GLORIA	FACILITY DEPOSIT REFUND	100.00
203779	4/21/2016	RUIZ, NORBERTO	PARK DEPOSIT REFUND	50.00
203780	4/21/2016	CASTRO, LUZ	PARK DEPOSIT REFUND	50.00
203781	4/21/2016	VILLAREAL, SHEENA	PARK DEPOSIT REFUND	50.00
203782	4/21/2016	TREJO, NANCY	PARK DEPOSIT REFUND	50.00
203783	4/21/2016	CARRATERO, MARTHA	PARK DEPOSIT REFUND	50.00
203784	4/21/2016	GOMEZ, CHRISTINA	PARK CANCELLATION REFUND	140.00
203785	4/21/2016	ROJAS, ANITA	PARK DEPOSIT REFUND	50.00
203786	4/21/2016	CARDENAS, YOLANDA	PARK DEPOSIT REFUND	50.00
203787	4/21/2016	SHANEK, NICHOLE	PARK DEPOSIT REFUND	50.00
203788	4/21/2016	BELLINGER, YOLANDA	FACILITY DEPOSIT REFUND	100.00
203789	4/21/2016	MAGANA, MARIBEL	PARK DEPOSIT REFUND	50.00
203790	4/21/2016	ALLEN-FOSTER, DONNA	PARK DEPOSIT REFUND	50.00
203791	4/21/2016	MATA, DONNA	PARK DEPOSIT REFUND	50.00
203792	4/21/2016	PARKIN, PETER	PARK DEPOSIT REFUND	50.00
203793	4/21/2016	PECK'S PRINTERY	BUSINESS LICENSE ENVELOPES	300.24
203794	4/21/2016	HELTON, MARY	REFUND OF BOND FOR ENCROACHMNT PERMIT	500.00
203795	4/21/2016	RUVALCABA, ANGELICA	FACILITY DEPOSIT REFUND	50.00
203796	4/21/2016	GLASER, WILLIAM	PER DIEM 2016 CWEA ANNUAL CONFERENCE	144.00
203797	4/21/2016	VILLALVAZO, ARECELLI	PARK DEPOSIT REFUND	50.00
203798	4/21/2016	PETTY CASH - NEIGHBORHOOD REVITALIZATION	PETTY CASH REIMBURSEMENT	484.38
203799	4/21/2016	PLATT ELECTRIC SUPPLY, INC.	LED LIGHTS	39,915.67
203800	4/21/2016	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	470.09
203801	4/21/2016	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE MED BILL 05/16 CHUMLEY	152.00
203802	4/21/2016	Superior Vision Inc	MAY 2016 VISION PLAN	2,374.89
203803	4/21/2016	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	8,475.64
203804	4/21/2016	TAG/AMS, INC.	DOT TESTING	212.00
203805	4/21/2016	TAMARACK PEST CONTROL	APRIL 2016 PEST CONTROL SVS	450.00
203806	4/21/2016	TESEI PETROLEUM, INC.	FUEL	290.10
203807	4/21/2016	TESEI PETROLEUM INC.	FUEL CHARGES 04/01/16- 04/10/16	20,877.36
203808	4/21/2016	THRIVE FITNESS	APRIL 2016 MONTHLY DUES	81.00
203809	4/21/2016	UNITED MUNICIPAL SECURITY	CD CHARGES	992.67
203810	4/21/2016	US BANK CORPORATE PAYMENT SYSTEMS	03/16 CAL-CARD CHARGES	146,652.08
203811	4/21/2016	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 04/22/2016 PR	19,953.38
203812	4/21/2016	VERIZON WIRELESS	COUNCIL IPAD DATA PLAN MAR 11- APR 10	3,954.13
203813	4/21/2016	WILDLIFE CONTROL TECHNOLOGY, INC.	MONTHLY RODENT CONTROL SVS	1,035.00
203814	4/22/2016	TOOLEY, DAVID	PER DIEM CALED CONFERENCE	103.50
			Bank # 1 - Union Bank General Account Total	827,236.15

# REPORT TO CITY COUNCIL

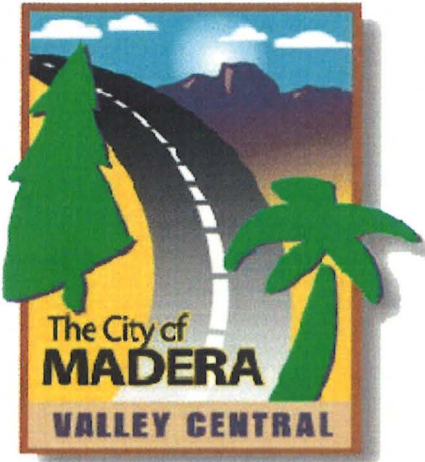
MEETING DATE: May 4, 2016

AGENDA ITEM NUMBER: B-3

Approved By:

  
PUBLIC WORKS DIRECTOR

  
FOR CITY ADMINISTRATOR

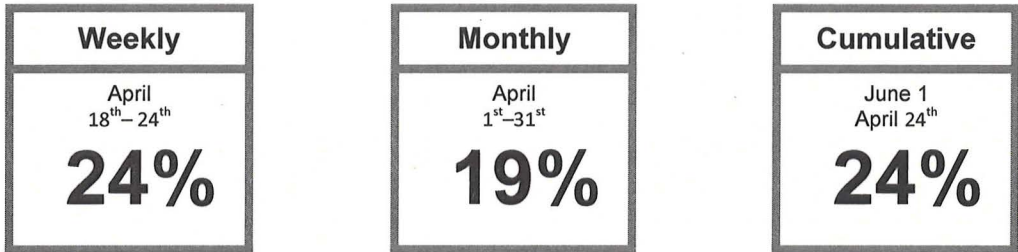


**SUBJECT:** Weekly Water Conservation Report – April 18<sup>th</sup> – April 24<sup>th</sup>

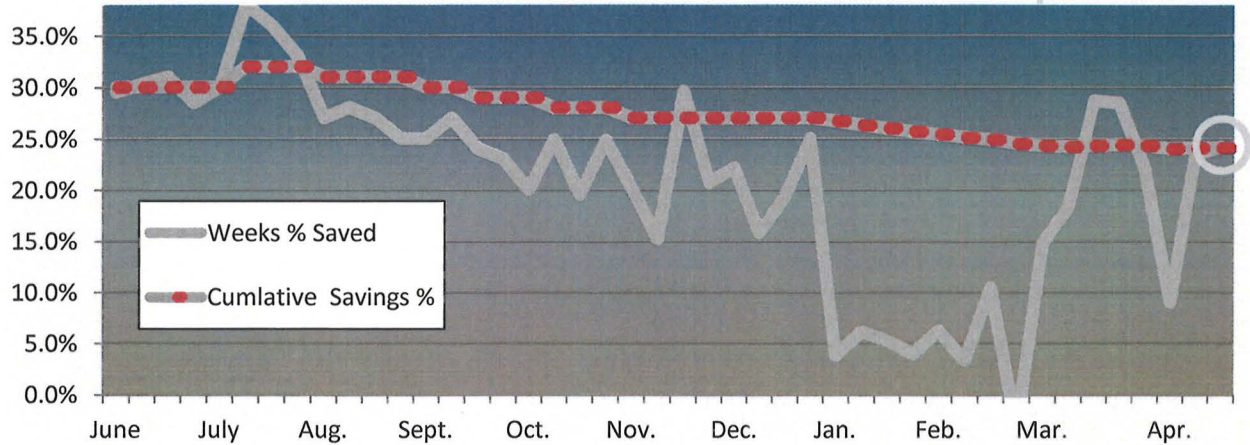
**RECOMMENDATION:** Staff recommends that the Council review the attached weekly report of water conservation activities and progress in reducing residential water consumption.

**SUMMARY/ DISCUSSION:** As illustrated in the graph below the City’s conservation rate had been substantially increasing, but has declined the past two weeks. While there is no clear causation, it may be partly due to the change from watering one day a week to two days per week.

Below is the most current water conservation data.



Below is the weekly and cumulative water conservation including the latest data.



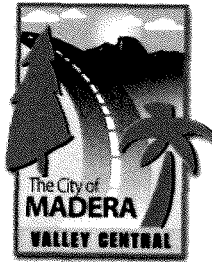
Enforcement			
<b>144</b>	<b>Public Contacts</b>	<b>23</b>	<b>1<sup>st</sup> offenses (\$75)</b>
<b>1</b>	<b>Verbal warning</b>	<b>0</b>	<b>2<sup>nd</sup> offenses (\$250)</b>
<b>44</b>	<b>Correction Notices</b>	<b>0</b>	<b>3<sup>rd</sup> or more offense (\$500)</b>

**FINANCIAL IMPACT:**

The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The proposed action is not specifically addressed as part of the Plan, but is not in conflict with it and is sympathetic of the underlying principles of the 2025 Plan.




## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of May 4, 2016

Agenda Item Number B-4

  
For City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR CENTENNIAL PARK INCLUSIVE PLAYGROUND PROJECT CITY OF MADERA PROJECT NO. PK 61, IN THE AMOUNT OF \$289,545.31 FOR BASE BID, AND INCLUDING ADDITIVE ALTERNATE NO. 1 IN THE AMOUNT OF \$11,760.00, ADDITIVE ALTERNATE NO. 2 IN THE AMOUNT OF \$4,905.61, ADDITIVE ALTERNATE NO. 3 IN THE AMOUNT OF \$3,653.97, ADDITIVE ALTERNATE NO. 4 IN THE AMOUNT OF \$3,098.55, ADDITIVE ALTERNATE NO. 5 IN THE AMOUNT OF \$3,992.80 FOR A TOTAL CONTRACT OF \$316,956.24 TO TRUXELL & VALENTINO LANDSCAPE DEVELOPMENT INC, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10% AS APPROVED BY THE CITY ENGINEER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

**AND**

**CONSIDERATION OF A RESOLUTION APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2015/16 BUDGET FOR THE CENTENNIAL PARK INCLUSIVE PLAYGROUND PROJECT CITY OF MADERA PROJECT NO. PK 61**

**Engineering**

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

**[www.madera-ca.gov](http://www.madera-ca.gov)**

**RECOMMENDATION:**

1. That the City Council considers Resolution approving:
  - a. The award of the contract for Centennial Park Inclusive Playground Project City of Madera Project No. PK 61, in the amount of \$289,545.31 for the Base Bid, and including Additive Alternate No. 1 in the amount of \$11,760.00, Additive Alternate No. 2 in the amount of \$4,905.61, Additive Alternate No. 3 in the amount of \$3,653.97, Additive Alternate No. 4 in the amount of \$3,098.55, Additive Alternate No. 5 in the amount of \$3992.80, for a total contract of \$316,956.24
  - b. The authorization of construction contingencies of up to 10% as approved by the City Engineer.
  - c. The authorization of construction inspection and management of up to 10% as approved by the City Engineer.
  - d. Authorizing the Mayor to execute the contract on behalf of the City.
2. That the City Council approves a Resolution approving funding amendments to the City of Madera Fiscal Year Budget for the completion and management of City of Madera Project No. PK 61.

**SUMMARY:**

The Parks and Community Services Department, with the help of the Grants Administration Team, has sought out and received several grants to fund the majority of this project. All pooled grant resources leave an unknown delta of \$148,000 - \$300,000 for the completion and management of the PK 61 Project. Staff is recommending Council appropriate \$300,000 from the Parks DIF account to the current year CIP Budget in order to fully complete the project.

Construction consists of: clearing, grubbing, tree removal, site-grading, the addition of sidewalks, mow strips, concrete benches and a retaining wall, the installation of 4 ft. and 6 ft. black chain link safety fencing, installation of an irrigation system and landscaping including turf grass, shrubs, trees, mulch that includes a 90 day maintenance and establishment period. Sewer, water and electrical services are also being provided for a new public restroom to serve the residents using the Inclusive Playground and Centennial Park.

**SITUATION:**

The "Notice Inviting Bids" was duly noticed. Plans and specifications were distributed to local building exchanges and made available to contractors and sub-contractors. The plans and specifications were also posted on EBidBoard.com, a project listing service for contractors.

On April 26, 2016 the City received two bids. The bidders and the Engineers Opinion of Cost are listed below:

<u>Name of Bidder</u>	<u>Base Bid</u>	<u>Add Alt 1</u>	<u>Add Alt 2</u>	<u>Add Alt 3</u>	<u>Add Alt 4</u>	<u>Add Alt 5</u>	<u>TOTAL</u>
1. Truxell & Valentino	\$289,545.31	\$11,760.00	\$4,905.61	\$3,653.97	\$3,098.55	\$3,992.80	\$316,956.24
2. Steve Dovali	\$356,348.59	\$ 8,496.00	\$8,454.88	\$6,737.90	\$4,818.83	\$6,751.12	\$391,607.32
Engineers Opinion of Cost	\$273,545.50	\$23,400.00	\$4,487.50	\$3,977.50	\$3,352.50	\$4,670.00	\$313,433.00

All bids were checked for accuracy and compliance with the bidding requirements of the specifications, and for validity of licenses and bid security. Truxell & Valentino Landscape Development Inc submitted the lowest responsive and responsible bid that meets the contract requirements. Therefore it is recommended that the Council award the project to Truxell & Valentino Landscape Development Inc for the base bid and Additive Alternates Nos. 1, 2, 3, 4 and 5.

The following funding sources make up the budget for this worthwhile project. \$350,750.00 in Housing Related Parks Project (HRPP) resources from 2013, \$95,275 from HRPP in 2014, \$67,000 from the Fansler Foundation, and \$2,000 from the Madera Realtor's Association totaling \$515,025.00 in available grant funding for this project. Other funds from Recycled Beverage Container Grants and Tire Derived Product Grants have been used to offset some of the total costs as well. The total cost of the PK 61 Project construction including all amenities, features, project management and contingencies could be as much as \$809,563.

The Knox Park Improvement Project (PK 59) is currently under construction and is tracking to come in under budget. Residual resources from this project will be transferred to PK 61 once they are known. Other unknown factors include contingencies and actual project management costs for both PK 59 and PK 61 along with uncertainties that accompany this unusual construction project. In order to comply with very aggressive time-lines from funding sources, it has been necessary for staff to make purchases of playground equipment (along with its installation) and restroom facilities in advance of entering into this contract, which is uncommon.

This method has been used in an effort to keep all HRPP resources in Madera. Any HRPP resources not expensed by June 30, 2016 must be returned to the State of California's Department of Housing and Community Development. As such, staff has worked with the funding agency to construct this project in an untraditional manner which generates uncertainty regarding unknown or unforeseen costs. It is with this understanding that Staff recommends amending the 2015/16 Budget to reflect a transfer from the Parks DIF fund in the amount of \$300,000 to ensure successful completion of the project. Any unused DIF resources will be returned to the Parks DIF fund at the conclusion of the project.

Depending on the various factors described above, Parks DIF funding may comprise up to 37% of total project costs. Because the project will provide an enhanced recreational opportunity for both new and existing development, it is an eligible use of this funding source. However, Staff considers the use of the Parks DIF funds as a means of last resort, as ideally it would be used to acquire and develop park space to help meet the City's adopted standard of 3 acres of park space per 1000 population. Relatively little park space has been added to the City's inventory over the last ten or more years. Due to the risk of losing the other key funding source, staff is recommending that Parks DIF funding be applied to the project.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

**Strategy 113** Promote greater accessibility of City Facilities and services to meet the needs of various cultural, socio-economic and disabled groups.

**Action 121.8** Promote and encourage walking in the City of Madera.

**Action 314.2** Continue and expand facilities for youth-at-risk.

**Strategy 411** Recreational Opportunities: Enhance and expand recreational activities available to Madera.

**Strategy 414** Neighborhood Parks: Ensure recreational availability by providing a park in close proximity to every neighborhood.

**Strategy 404** Community Wellness: Promote increased community wellness.

**FINANCIAL IMPACT:**

Funding for PK 61 is being provided by several grants obtained by the Parks and Community Services and Grants Departments. The Parks DIF balance will be reduced by the ultimate cost of the project less any carry over from the Knox Project. That amount is currently unknown and is estimated to be between \$148,000 and \$300,000. Construction of the project will not have a financial impact on the City's General Fund.

**RESOLUTION NO. 16-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR CENTENNIAL PARK INCLUSIVE PLAYGROUND PROJECT CITY OF MADERA PROJECT NO. PK 61, IN THE AMOUNT OF \$289,545.31 FOR BASE BID, AND INCLUDING ADDITIVE ALTERNATE NO. 1 IN THE AMOUNT OF \$11,760.00, ADDITIVE ALTERNATE NO. 2 IN THE AMOUNT OF \$4,905.61, ADDITIVE ALTERNATE NO. 3 IN THE AMOUNT OF \$3,653.97, ADDITIVE ALTERNATE NO. 4 IN THE AMOUNT OF \$3,098.55, ADDITIVE ALTERNATE NO. 5 IN THE AMOUNT OF \$3,992.80 FOR A TOTAL CONTRACT OF \$316,956.24 TO TRUXELL & VALENTINO LANDSCAPE DEVELOPMENT INC, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 10% AS APPROVED BY THE CITY ENGINEER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

**WHEREAS**, The Engineering Department advertised a solicitation for bids for the Centennial Park Inclusive Playground Project City of Madera Project No. PK 61; and

**WHEREAS**, Sealed bids were received and opened by the City Engineer on April 26, 2016; and

**WHEREAS**, Truxell & Valentino Landscape Development Inc. provided the lowest responsible and responsive bid; and

**WHEREAS**, A Categorical Exemption was approved on January 25, 2016, certifying that pursuant to CEQA, the project will not have a significant effect on the environment for the existing facility; and

**WHEREAS**, the Contract with Truxell & Valentino Landscape Development Inc. is in the best interest of the City to approve.

**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 has reviewed and considered all of the information

presented including the report to the City Council from the Engineering Department.

3. The City Council finds that the project has no possibility of causing significant impact on the environment.
4. The City finds that Truxell & Valentino Landscape Development Inc is the lowest responsible and responsive bidder.
5. The contract for the Centennial Park Inclusive Playground Project City of Madera Project No. PK 61 in the amount of \$289,545.31 for the Base Bid, and including Additive Alternate No. 1 in the amount of \$11,760.00, Additive Alternate No. 2 in the amount of \$4,905.61, Additive Alternate No. 3 in the amount of \$3,653.97, Additive Alternate No. 4 in the amount of \$3,098.55, Additive Alternate No. 5 in the amount of \$3992.80, for a total contract of \$316,956.24, with Truxell & Valentino Landscape Development Inc., a copy of which is on file with the City Clerk and referred to particulars, is approved.
6. The authorization of construction contingencies of up to 10% as approved by the City Engineer is approved.
7. The authorization of construction inspection and management of up to 10% as approved by the City Engineer is approved.
8. The Mayor is authorized to execute the contract on behalf of the City.
9. This resolution is effective immediately upon adoption.

\*\*\*\*\*

**RESOLUTION NO. 16-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR  
2015/16 BUDGET FOR THE CENTENNIAL PARK INCLUSIVE PLAYGROUND  
PROJECT CITY OF MADERA PROJECT NO. PK 61**

**WHEREAS**, the Centennial Park Inclusive Playground Project City of Madera Project No. PK 61; is included in the FY 2015/16 Budget for Capital Projects; and

**WHEREAS**, the City Engineer has authorized the bidding of the Centennial Park Inclusive Playground Project City of Madera Project No. PK 61; and

**WHEREAS**, funding has been budgeted from two separate Housing Related Parks Program grants, a Fansler Foundation Grant, and other smaller grant resources; and

**WHEREAS**, amendments to the Fiscal Year 2015/16 Budget are necessary from the Parks Development Impact Fee Funds that are necessary for the construction of improvements included in the Centennial Park Inclusive Playground Project City of Madera Project No. PK 61.

**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 Fiscal Year 2015/16 Budget appropriating Development Impact Fees is hereby amended in accordance with Exhibit AA, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



## AGREEMENT

**THIS AGREEMENT**, made this 4<sup>th</sup> day of May, 2016, between the City of Madera, hereinafter called "**OWNER**", and Truxell & Valentino Landscape Development 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 "**Centennial Park Inclusive Playground Project City Project No. PK 61**"
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 \$289,545.31 for the Base Bid, and including Additive Alternate No. 1 in the amount of \$11,760.00, Additive Alternate No. 2 in the amount of \$4,905.61, Additive Alternate No. 3 in the amount of \$3,653.97, Additive Alternate No. 4 in the amount of \$3,098.55, Additive Alternate No. 5 in the amount of \$3992.80, for a total of \$316,956.24, 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) State Standard Plans and Specifications ISSUE MAY 2010
  - (L) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**Centennial Park Inclusive Playground Project City Project No. PK-61**" dated **April 2016**. Project Plans prepared or issued by the City of Madera Engineering Department, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings  
Addenda Nos. 1, dated 04/07/16

Addenda Nos. 2, dated 04/18/16  
Addenda Nos. 3, dated 04/20/16

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 **Four Hundred Dollars (\$400.00)** 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.

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 I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, 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 I, 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 I, 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** will indemnify and defend the **OWNER** against and hold it harmless from all and any liability for damages on account of injury to persons or damages to property resulting from or arising out of or in any way connected with the performance by **CONTRACTOR** of the Agreement and reimburse the **OWNER** for all costs, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by **CONTRACTOR** of this Agreement. **CONTRACTOR** shall furnish the **OWNER** with a certificate of an insurance carrier of adequate insurance coverage on this undertaking with limits of at least:

\$1,000,000 for bodily injury to each person,  
\$1,000,000 for bodily injuries on each occurrence, and  
\$1,000,000 for property damage on each occurrence.

The Certificate of Insurance will state the contractual liability assumed under this paragraph is covered and shall provide that thirty (30) days notice of cancellation or reduction in coverage shall be given the **OWNER**.

The Certificate of Insurance shall be issued in triplicate to the City of Madera and all officers and employees of said agency while acting within the course and scope of their duties and responsibilities.

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with **ISO form Accord 25 and endorsement form CG 20 10 10 01 and endorsement form CG 20 37 10 01 or equivalent, subject to the approval of the City's Risk Manager.**

See Section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-44 of the Contract Documents, for additional details as they pertain to the provision of insurance.

18. Amendments- Any changes to this Agreement requested by either City or Truxell & Valentino Landscape Development 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.

19. 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, Truxell & Valentino Landscape Development 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 Truxell & Valentino Landscape Development Inc. ;
2. A failure by Truxell & Valentino Landscape Development Inc. to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by Truxell & Valentino Landscape Development Inc. to City.

In no event shall any payment by City or acceptance by Truxell & Valentino Landscape Development 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 Truxell & Valentino Landscape Development Inc. the repayment to City of any funds disbursed to Truxell & Valentino Landscape Development Inc. under 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  
205 W. 4<sup>th</sup> Street  
Madera, Ca 93637

To the Contractor Truxell & Valentino Landscape Development Inc.

Notices. All notices and communications from the Truxell & Valentino Landscape

Development 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of Truxell & Valentino Landscape Development 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 Truxell & Valentino Landscape Development Inc. is a duly organized and legally existing corporation in good standing in the State of California.

25. 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.

26. Sole Agreement- This instrument constitutes the sole and only Agreement between City and Truxell & Valentino Landscape Development Inc. in connection to the Project and correctly sets forth the obligations of the City and Truxell & Valentino Landscape Development 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 Truxell & Valentino Landscape Development Inc. nor City

will assign its interest in this Agreement without the written consent of the other.

28. During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

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: \_\_\_\_\_  
Robert L. Poythress, Mayor

APPROVE AS TO FORM:

\_\_\_\_\_  
Brent Richardson, City Attorney

ATTEST:

\_\_\_\_\_  
Sonia Alvarez, City Clerk

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 \_\_\_\_\_ )

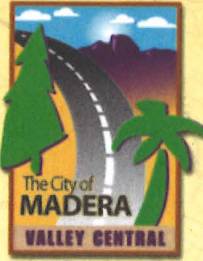
On \_\_\_\_\_, 2016 before me, \_\_\_\_\_  
(insert name and title of officer)

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)

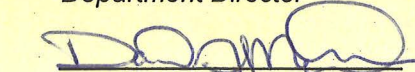


## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of May 4, 2016  
Agenda Item Number B-5

  
For City Administrator

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR SURFACE SEALS AT VARIOUS STREETS CITY PROJECT NO. ST 16-01 IN THE AMOUNT OF \$301,400.35 FOR THE BASE BID, AND ADD ALTERNATE NO. 1 IN THE AMOUNT OF \$140,819.50, FOR A TOTAL CONTRACT OF \$442,219.85 TO TALLEY OIL INC, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 20% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 5% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

### RECOMMENDATION:

Staff recommends that the Council take the following actions with regard to the

1. Adoption of a Resolution:
  - a. Approving the award of the contract for Surface Seals at Various Streets, City Project No. ST 16-01 in the amount of \$301,400.35 for the base bid and Add Alternate No.1 in the amount of \$140,819.50, for a total contract of \$442,219.85 to Talley Oil Inc.
  - b. Authorizing Contingencies of up to 20% as approved by the City Engineer.
  - c. Authorizing up to 5% for Construction Inspection and Management as approved by the City Engineer.
  - d. Authorizing the Mayor to execute the contract on behalf of the City.

### SUMMARY:

The total bid of \$442,219.85 received for the project is approximately twenty-three percent below the Engineer's Estimate of \$574,713.00. The low bidder meets all the requirements necessary to be awarded the construction contract. The project funding is included in the current 2015/16 Public Works Department Budget. It is staff's recommendation that the project be awarded.

### **Engineering**

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

[www.madera-ca.gov](http://www.madera-ca.gov)

## DISCUSSION:

The work in general consists of the surface application of a chip seal surface treatment designed to extend the pavement life improving the pavement surface to provide a smooth pavement surface. The process consists of spraying a bituminous binder on the entire street surface followed with the placement of chip-rock aggregate that is immediately rolled and compacted (embedded into the binder) by pneumatic (rubber tire) rollers. Excess material is swept away followed by a fog seal application done about 2 days after application of the chip seal.

The chip seal application is a pavement maintenance procedure whereby the application of the asphalt emulsion mixed with the graded aggregate and fog seal is expected to add up to 7 or 8 years of life to the City streets being treated.

The contractor will be required to notify all residents and businesses of the scheduled work at least five (5) days prior to the treatment of the road. The work includes pre- and post- sweeping of the streets and re-painting lines and street markings as required.

The City streets scheduled for the chip seal treatment are primarily residential streets that are located as indicated on the attached street location maps. There is also a map showing the previously treated local streets. The streets were selected based on their existing condition and applicability of treatment for the type of distresses of the existing street pavement.

The "Notice Inviting Bids" was duly noticed. Plans and specifications were distributed to local building exchanges and made available to contractors and sub-contractors. On April 26, 2016, the City received six (6) bids listed below:

	Base Bid	Add Alternate	Total Bid
Talley Oil Inc	\$301,400.35	\$140,819.50	\$442,219.85
VSS International, Inc.	\$315,455.53	\$ 63,617.28	\$379,072.81
American Pavement Systems, Inc.	\$388,388.00	\$165,670.00	\$554,058.00
Telfer Pavement Technologies, L.L.C.	\$430,730.96	\$110,004.88	\$540,735.84
Sierra Nevada Construction, Inc.	\$451,112.20	\$ 72,894.80	\$524,007.00
Graham Contractors, Inc.	\$463,285.02	\$ 94,100.56	\$557,385.58
Engineers Opinion of Cost	\$574,713.00		

All bids were checked for accuracy with the bidding requirements of the specifications, and for validity of licenses and bid security.

Consistent with the Public Contract Code the bid package specified that the low bidder for the project would be based on the base bid price. Talley Oil Inc has submitted the lowest bid determined by the base bid and is a responsive and responsible bidder and meets all the contract requirements.

An add alternate was included in the bid package for consideration and award according to the remaining budget available for the project. The add alternate is also being awarded.

**FINANCIAL IMPACT:**

Funds for this project have been budgeted for FY 2015/16 with Surface Seal Treatment Funds and are available in the Account No. 1825-3140. The project will not have a financial impact on the City's General Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Action 126.0 – This surface seal project will provide safe, clean and attractive streets consistent with the Madera Vision 2025 Plan.

## RESOLUTION NO. 16-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR SURFACE SEALS AT VARIOUS STREETS CITY PROJECT NO. ST 16-01 IN THE AMOUNT OF \$301,400.35 FOR THE BASE BID, AND INCLUDING ADD ALTERNATE NO. 1 IN THE AMOUNT OF \$140,819.50, FOR A TOTAL CONTRACT OF \$442,219.85 TO TALLEY OIL INC, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 20%, AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 5% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY.

**WHEREAS**, The Engineering Department advertised a solicitation for bids for the Surface Seals at Various Streets City Project No. ST 16-01; and

**WHEREAS**, Sealed bids were received and opened by the City Engineer on April 26, 2016; and

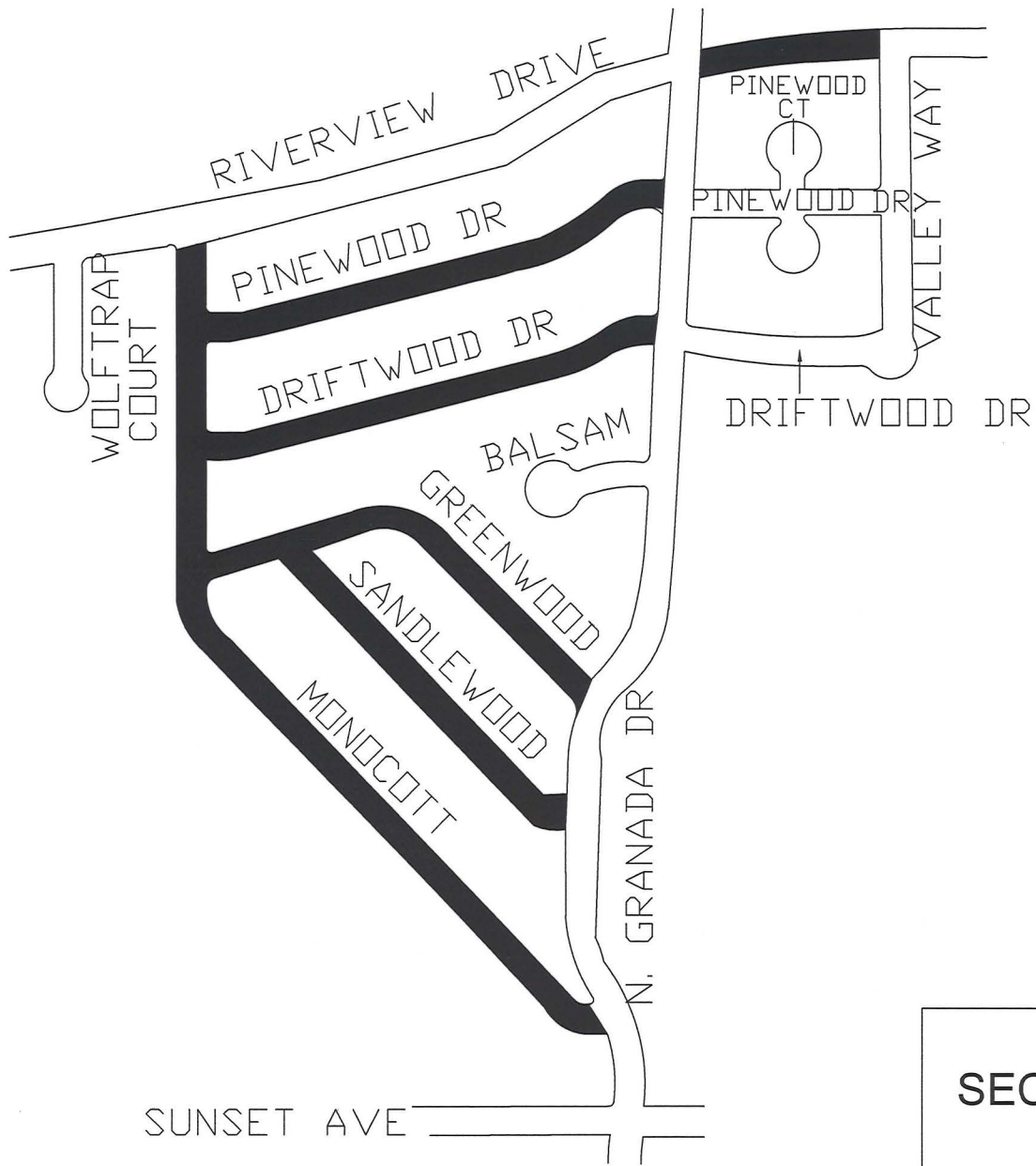
**WHEREAS**, Funding for the project construction is programmed in the City's Fiscal Year 2015/16 Budget.

**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 has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.
3. The City finds that Talley Oil Inc is the lowest responsible and responsive bidder.
4. The contract for the Surface Seals at Various Streets City Project No. ST 16-01 in the amount of \$442,219.85 with Talley Oil Inc, a copy of which is on file with the City Clerk and which is referred to for more particulars, is hereby approved.

5. Construction contingencies of up to 20% and construction inspection and management of up to 5% of the contract amount as approved by the City Engineer.
6. The Mayor is authorized to execute the contract on behalf of the City.
7. This resolution is effective immediately upon adoption.



SEC.# 1 OF 6



GRENACHE AVE.

GAMAY AVE.

CHABLIS

AVE

BARBERA

AVE

PETITE

AVE

PETITE CT

MERLOT AVE.

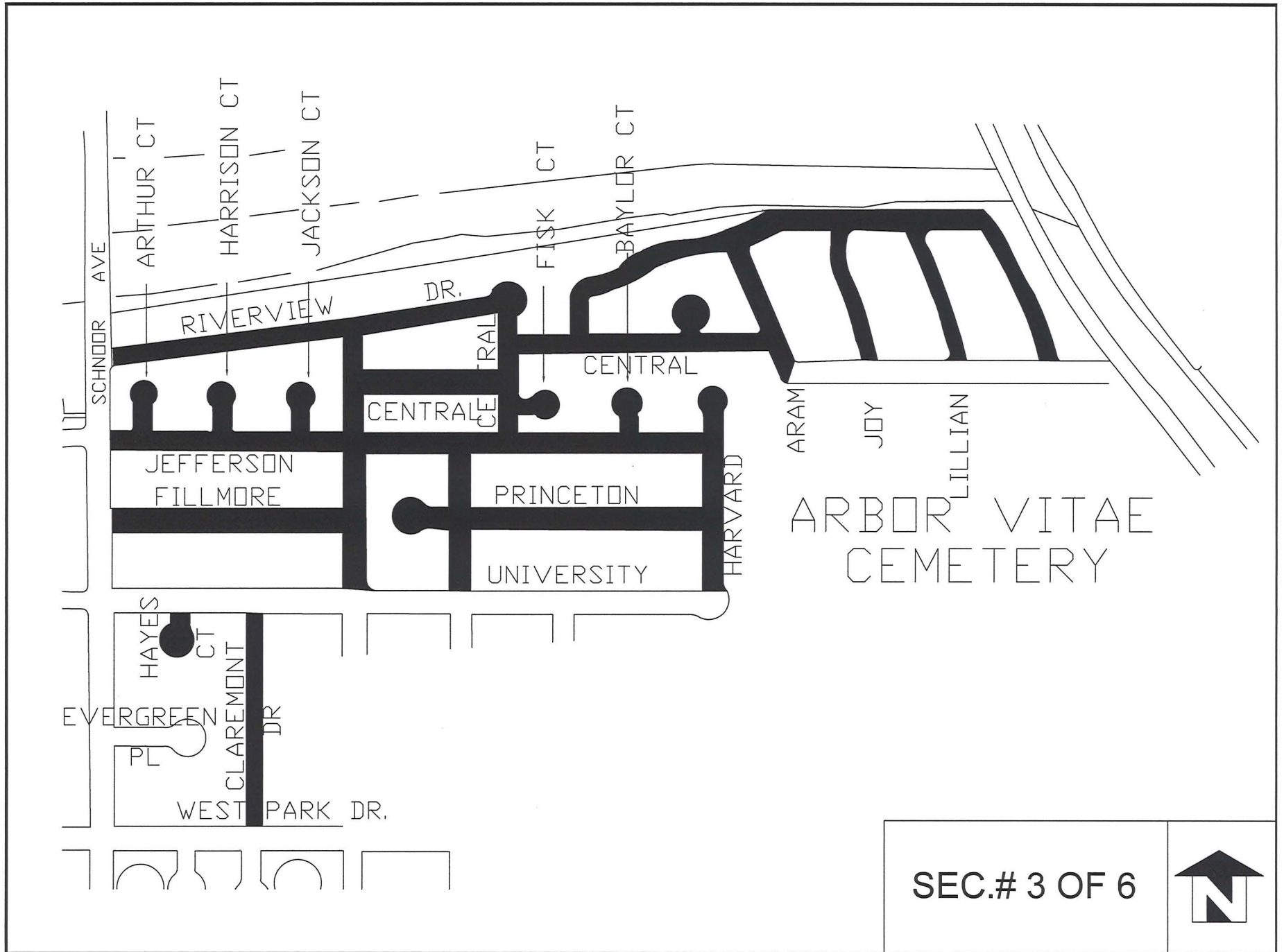
CHIANTI AVE.

RHINE COURT

S. GRANADA DR

SEC.# 2 OF 6

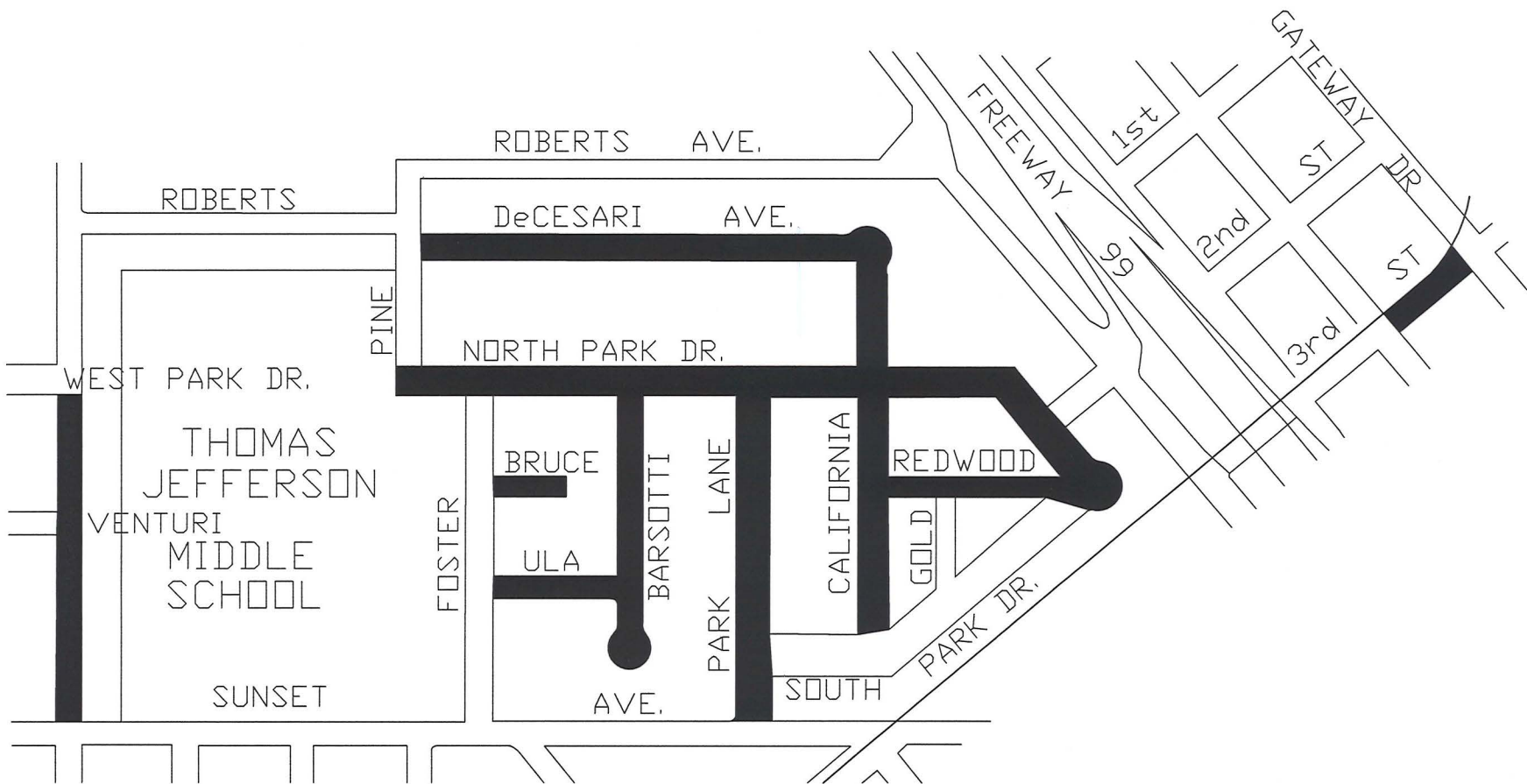




ARBOR VITAE  
CEMETERY

SEC.# 3 OF 6





SEC.# 4 OF 6



CLEVELAND  
AVE

ASPEN  
LANE

STEPHANIE  
LANE

JONATHAN WAY

MADERA COUNTY  
FAIRGROUNDS

FREDERICK

CT  
JUDITH

FREDERICK  
WAY

CT  
DUTRA

JUDITH WAY

CT  
TREVOR

DUTRA WAY

CT

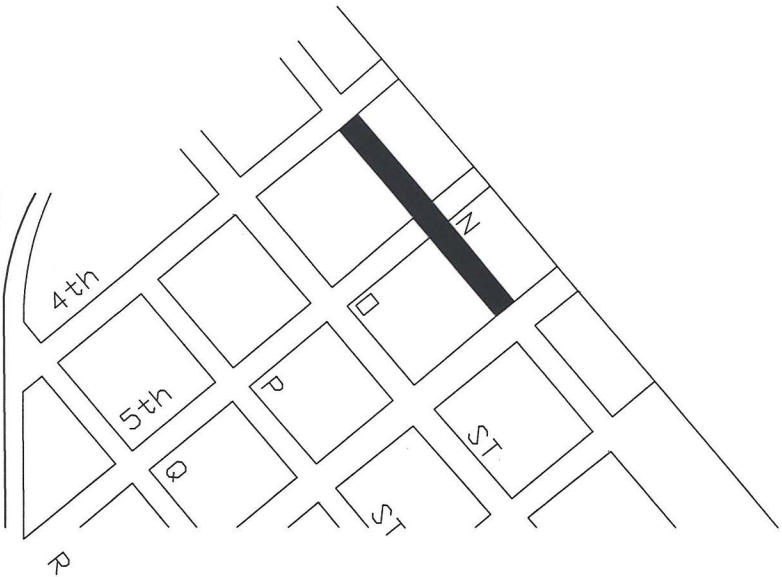
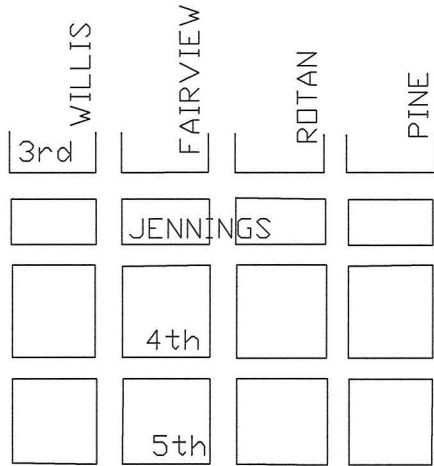
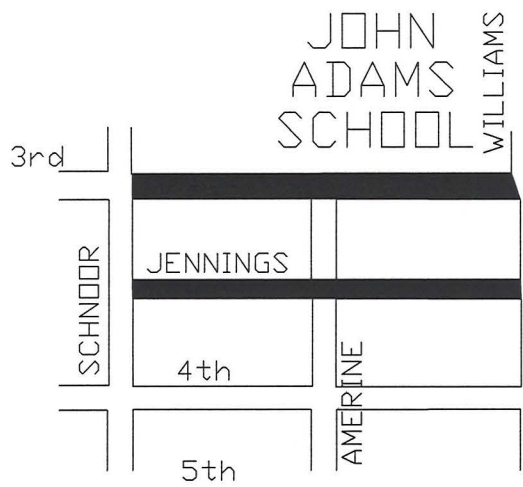
TREVOR WAY

FRESNO RIVER

SCHNOOR AVE  
SCHNOOR AVE.

SEC.# 5 OF 6

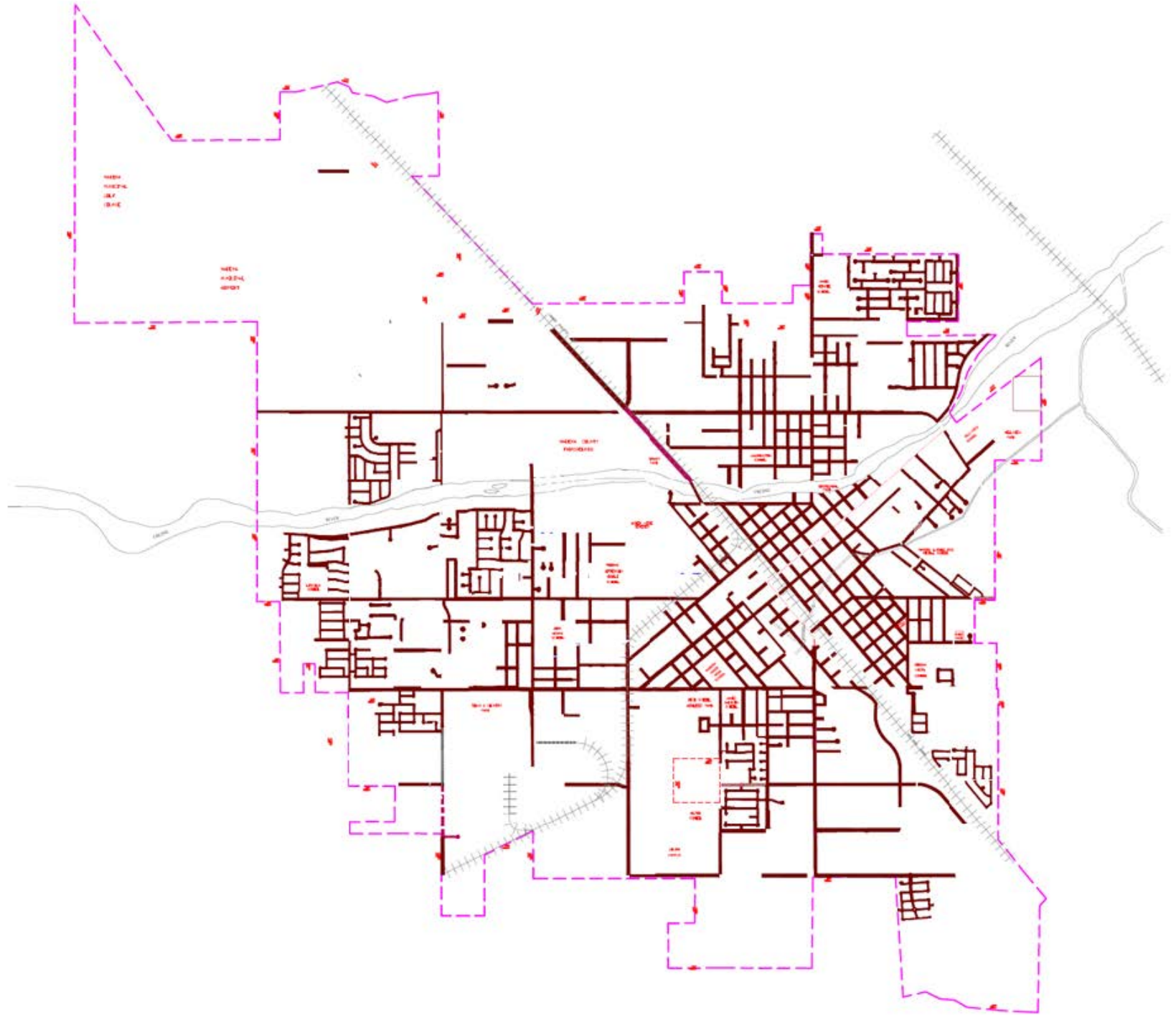




SEC.# 6 OF 6

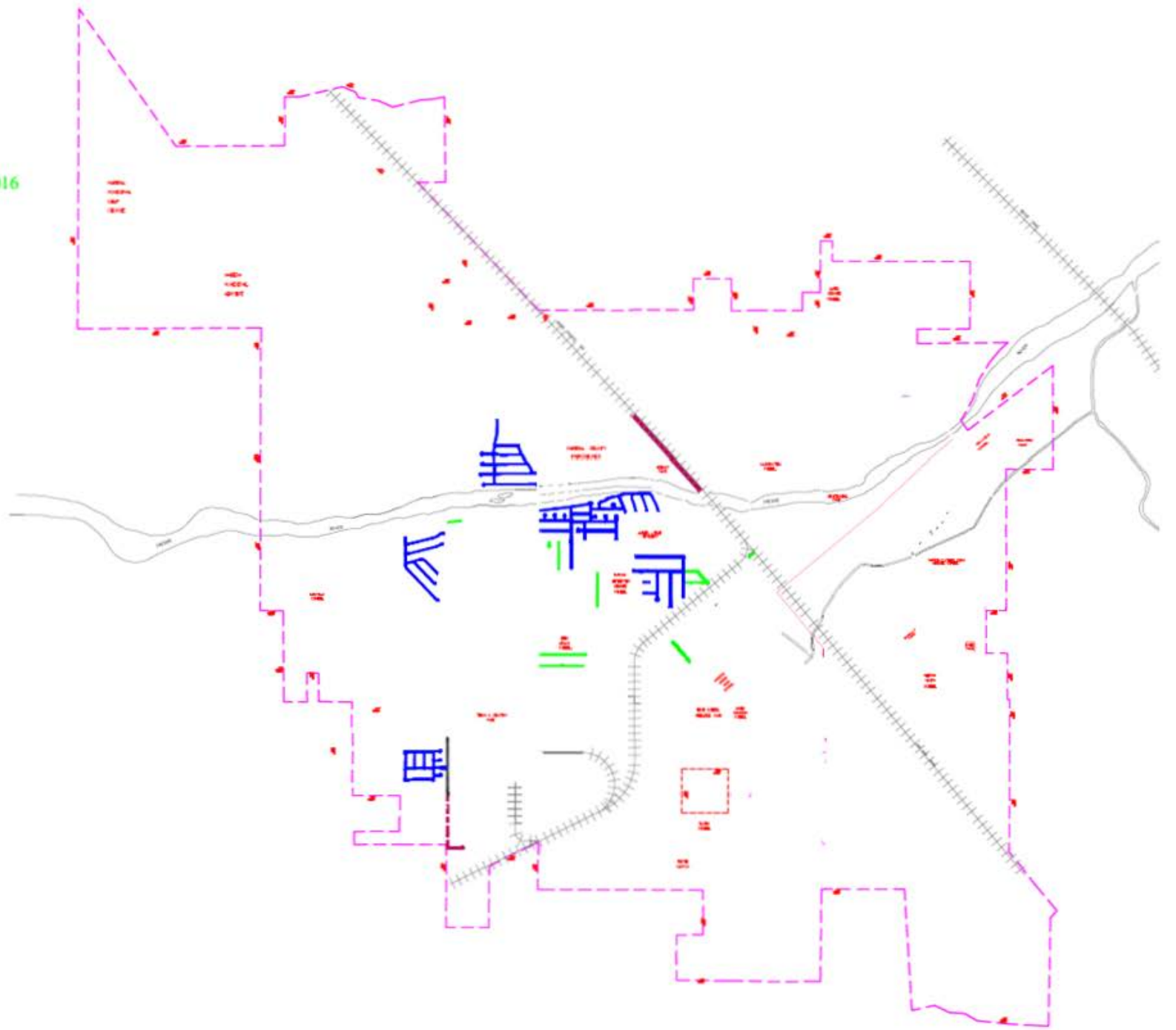


 OLD PROJECTS

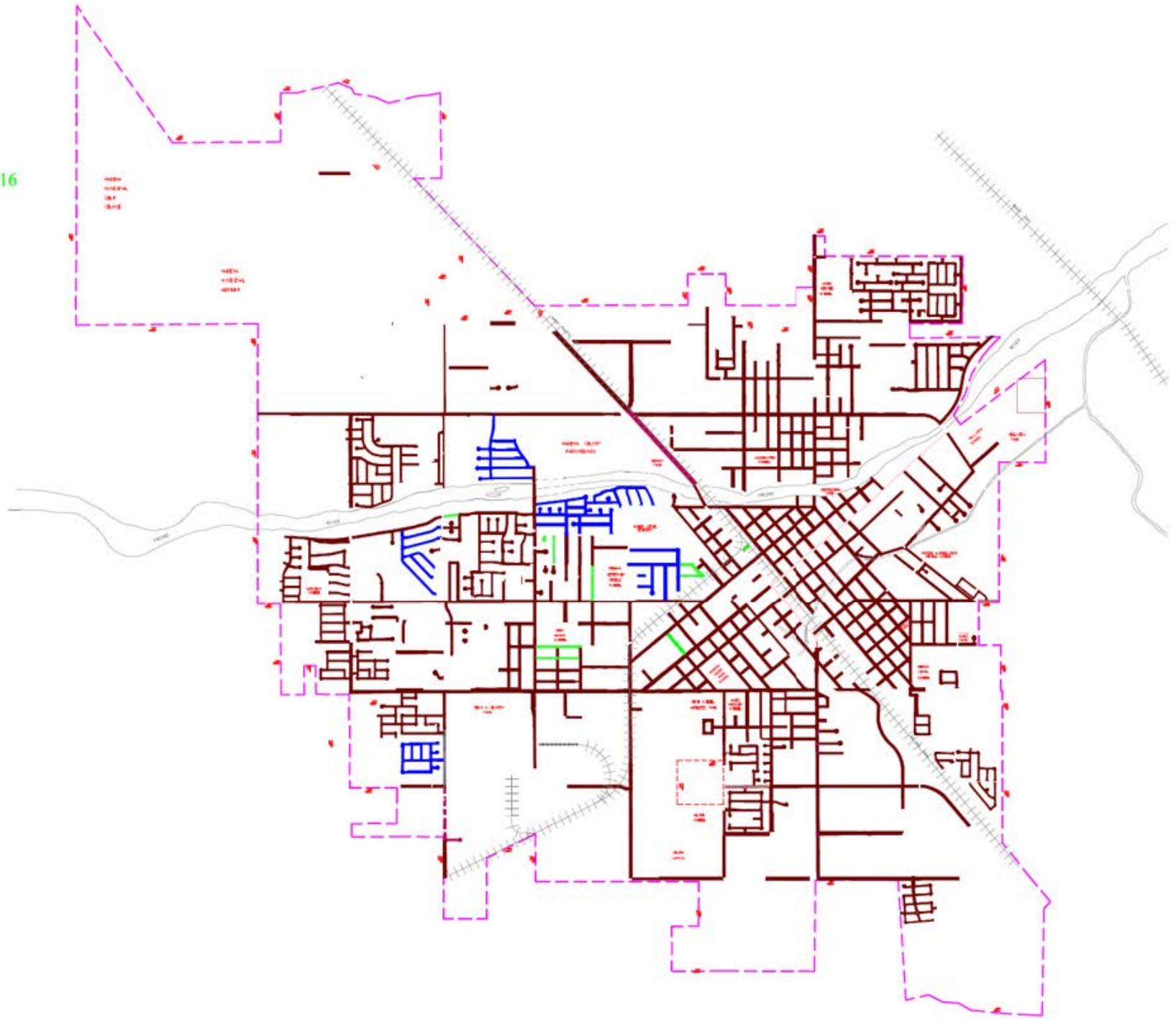


NEW PROJECTS

ADD ALT. CHIPSEAL 2016



- OLD PROJECTS
- NEW PROJECTS
- ADD ALT. CHIPSEAL 2016



# AGREEMENT

**THIS AGREEMENT**, made this 4<sup>th</sup> day of May, 2016, between the City of Madera, hereinafter called "**OWNER**", and Talley Oil, 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 "**Surface Seals at Various Streets City Project No. ST 16-01**"
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 \$ 301,400.35 for the Base Bid, and \$140,819.50 for the Add Alternate 1, for a total of \$442,219.85, 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) State Standard Plans and Specifications ISSUE MAY 2010
  - (L) **PLANS and SPECIFICATIONS** prepared or issued by CITY OF MADERA, entitled "**Surface Seals at Various Streets City Project No. ST 16-01**" dated **January 2016**. Project Plans prepared or issued by the City of Madera Engineering Department, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings  
Addenda Nos. 1, dated 03/22/16  
Addenda Nos. 2, dated 04/08/16  
Addenda Nos. 3, dated 04/19/16

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 **Four Hundred Dollars (\$400.00)** 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.

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 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, 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 1, 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 1, 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** will indemnify and defend the **OWNER** against and hold it harmless from all and any liability for damages on account of injury to persons or damages to property resulting from or arising out of or in any way connected with the performance by **CONTRACTOR** of the Agreement and reimburse the **OWNER** for all costs, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by **CONTRACTOR** of this Agreement. **CONTRACTOR** shall furnish the **OWNER** with a certificate of an insurance carrier of adequate insurance coverage on this undertaking with limits of at least:

\$1,000,000 for bodily injury to each person,  
\$1,000,000 for bodily injuries on each occurrence, and  
\$1,000,000 for property damage on each occurrence.

The Certificate of Insurance will state the contractual liability assumed under this paragraph is covered and shall provide that thirty (30) days notice of cancellation or reduction in coverage shall be given the **OWNER**.

The Certificate of Insurance shall be issued in triplicate to the City of Madera and all officers and employees of said agency while acting within the course and scope of their duties and responsibilities.

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with **ISO form Accord 25 and endorsement form CG 20 10 10 01 and endorsement form CG 20 37 10 01 or equivalent, subject to the approval of the City's Risk Manager.**

See Section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-44 of the Contract Documents, for additional details as they pertain to the provision of insurance.

18. Amendments- Any changes to this Agreement requested by either City or Talley Oil, 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.

19. 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, Talley Oil, 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 Talley Oil, Inc.;
2. A failure by Talley Oil, Inc. to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by Talley Oil, Inc. to City.

In no event shall any payment by City or acceptance by Talley Oil, 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 Talley Oil, Inc. the repayment to City of any funds disbursed to Talley Oil, Inc. under 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  
205 W. 4<sup>th</sup> Street  
Madera, Ca 93637

To the Contractor Talley Oil, Inc.

Notices. All notices and communications from the Talley Oil, 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of Talley Oil, 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 Talley Oil, Inc. is a duly organized and legally existing corporation in good standing in the State of California.

25. 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.

26. Sole Agreement- This instrument constitutes the sole and only Agreement between City and Talley Oil, Inc. in connection to the Project and correctly sets forth the obligations of the City and Talley Oil, 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 Talley Oil, Inc. nor City will assign its interest in this Agreement without the written consent of the other.

28. During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

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: \_\_\_\_\_  
Robert L. Poythress, Mayor

APPROVE AS TO FORM:

\_\_\_\_\_  
Brent Richardson, City Attorney

ATTEST:

\_\_\_\_\_  
Sonia Alvarez, City Clerk

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 \_\_\_\_\_ )

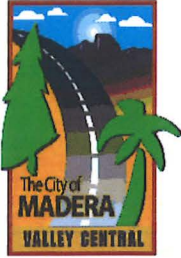
On \_\_\_\_\_, 2016 before me, \_\_\_\_\_  
(insert name and title of officer)

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)



## REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF May 4, 2016

AGENDA ITEM NUMBER B-6

APPROVED BY

  
\_\_\_\_\_  
FINANCE DIRECTOR

  
\_\_\_\_\_  
CITY ADMINISTRATOR

**SUBJECT:** Consideration of a Resolution of the City Council, of the City of Madera, California, Approving the Submission of Documents to Expedite an Award of FY 2015-16 California Transit Security Grant Program Proposition 1B Funds and Authorizing the City Administrator to Execute for and on Behalf of the City of Madera Any Documents or Take Actions Necessary for the Purpose of Obtaining Financial Assistance Provided by the California Governor's Office of Emergency Services

**RECOMMENDATION:** Staff recommends Council approve the Resolution authorizing the submission of documents for an award of FY 2015-16 California Transit Security Grant Program Proposition 1B funds and authorizing the City Administrator to execute any documents or take actions necessary for obtaining financial assistance.

**DISCUSSION:** Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act was approved by voters November 7, 2006. This authorized the issuance of \$19,925,000,000 in general obligation bonds for specified purposes, including grants for transit system safety, security and disaster response projects. County transportation commissions are responsible for calculating the available allocation for each project sponsor applying for funds. For FY 2015-16, the amount available is \$47,460. Applications to the California Governor's Office of Emergency Services (Cal OES) for projects seeking funds must be submitted through and approved by the appropriate county transportation commission. City staff submitted an Investment Justification to the Madera County Transportation Commission (MCTC). MCTC forwarded the City's Investment Justification to Cal OES. It was approved by Cal OES. We recently received a Notification of Project Eligibility from Cal OES. While Proposition 1B funds are currently unavailable, Cal OES is requesting we submit documents in advance to expedite the award process when bond funds are available. The documents are identified below and attached to this report.

- Governing Body Resolution
- Authorized Agent Form
- Assurances
- Financial Management Forms Workbook

The proposal for investments funded by the Cal OES award is to provide security enhancements on new Madera Area Express and Dial-a-Ride buses and to the new Transit Operations and Maintenance Facility. The security enhancements consist of the following:

- fencing and lighting for the new transit facility
- on-board security cameras for new buses and at the new facility
- improvements for new bus stops

These improvements will increase the safety and security of the City’s Transit Operations and Maintenance Facility, transit vehicles, transit employees, and the general public. The bus stop improvements enhance the safety and security of riders and improve overall access to the City’s transit services. The improvements also allow for more reliable transit service and capacity in the event of an emergency or disaster in the City and throughout the entire region. They help to prepare for, eliminate, mitigate and/or address dangerous circumstances, monitor at-risk circumstances and serve as a deterrent to crime. These investments have a minimum expected useful life of between 10 to 30 years.

**FINANCIAL IMPACT:** The improvements protect the City’s transit capital assets. MAX and Dial-a-Ride services, operations and maintenance are funded through several sources such as Federal Transit Administration Section 5307, State Transit Assistance and Local Transportation Allocations.

**VISION MADERA 2025 ACTION PLAN CONSISTENCY:** The proposed improvements address the Vision Madera 2025 Action Plan as follows:

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

Action 121.10: Add facilities and amenities for the public.

**RESOLUTION NO: 16-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE SUBMISSION OF DOCUMENTS TO EXPEDITE AN AWARD OF FY 2015-16 CALIFORNIA TRANSIT SECURITY GRANT PROGRAM PROPOSITION 1B FUNDS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY DOCUMENTS OR TAKE ACTIONS NECESSARY FOR AND ON BEHALF OF THE CITY OF MADERA FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE PROVIDED BY THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES**

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the City of Madera is eligible to receive CTSGP funds; and

WHEREAS, the City of Madera will apply for FY 2015-16 CTSGP funds in an amount up to \$47,460 for improved security of the City's transit assets and the safety of employees and the general public by installing components such as fencing, lighting and security cameras at both the new Transit Operations and Maintenance Facility and on board vehicles and bus stops; and

WHEREAS, the City of Madera recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal OES requires the City of Madera to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of the City of Madera to execute actions necessary to obtain CTSGP funds from Cal OES and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

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

1. The City Administrator or his/her designee is hereby authorized to execute for and on behalf of the City of Madera, a public entity established under the laws of the State of California, any documents or take actions necessary for the purpose of obtaining financial assistance provided by the California Governor's Office of Emergency Services under the CTSGP.
2. The above recitals are true and correct.
3. This resolution is effective immediately upon adoption.
4. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grants Administrator.

***Certification***

I, \_\_\_\_\_ Sonia Alvarez \_\_\_\_\_, duly appointed  
(Name)

\_\_\_\_ City Clerk \_\_\_\_\_ of the \_\_\_\_ City of Madera \_\_\_\_\_  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by

the \_\_\_\_ City Council \_\_\_\_\_ of the \_\_\_\_ City of Madera \_\_\_\_\_ on the  
(Governing body) (Name of Applicant)

\_\_ 4th \_\_ day of \_\_ May, 2016.

\_\_\_\_ City Clerk \_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Authorized Agent Signature Authority

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AS THE \_\_\_\_\_ Mayor \_\_\_\_\_  
(Chief Executive Officer / Director / President / Secretary)

OF THE \_\_\_\_\_ City of Madera \_\_\_\_\_  
(Name of State Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining state financial assistance provided by the California Governor's Office of Emergency Services.

\_\_\_\_\_ City Administrator \_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_ City Administrator's Designee \_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_  
(Name or Title of Authorized Agent)

Signed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature)

## Grant Assurances

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### California Transit Security Grant Program California Transit Assistance Fund

Name of Applicant: \_\_\_\_\_ City of Madera \_\_\_\_\_

Grant Cycle: \_\_FY 2015-16 CTSGP\_\_ Grant Number: \_6861-0002, FIPS 039-45022\_\_

Address: \_\_\_\_\_ 205 W. Fourth Street \_\_\_\_\_

City: \_\_\_\_\_ Madera \_\_\_\_\_ State: \_CA\_\_\_\_\_ Zip Code: \_93637-3527

Telephone Number: (559 \_\_) \_\_661-5400\_\_\_\_\_

E-Mail Address: \_\_dtooley@cityofmadera.com\_\_\_\_\_

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for Transit System Safety, Security, and Disaster Response Account funds, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the State of California and administered by the California Governor's Office Emergency Services (Cal OES).
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. Will give the State of California generally and Cal OES in particular, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or Cal OES directives.
4. Will provide progress reports and other information as may be required by Cal OES.
5. Will initiate and complete the work within the applicable timeframe after receipt of Cal OES approval.
6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
7. Will comply with all California and federal statutes relating to nondiscrimination. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse;
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
  - j. The requirements on any other nondiscrimination statute(s) which may apply to the application.
8. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
9. Will comply with applicable environmental standards which may be prescribed pursuant to California or federal law. These may include, but are not limited to, the following:
- a. California Environmental Quality Act. California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Sections 15000-15007;
  - b. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO)11514;
  - c. Notification of violating facilities pursuant to EO 11738;
  - d. Protection of wetlands pursuant to EO 11990;
  - e. Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - f. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - g. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and

- i. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
10. Will comply, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et. seq.) related to protecting components or potential components of the national wild and scenic rivers system.
11. Will assist Cal OES, as appropriate, in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§ 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq).
12. Will comply with Standardized Emergency Management System requirements as stated in the California Emergency Services Act, Gov Code §§ 8607 et seq. and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
13. Will:
  - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by Cal OES;
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California; and
  - c. CTSGP-CTAF funds must be kept in a separate interest bearing account. Any interest that is accrued must be accounted for and used towards the approved Prop1B project approved by Cal OES.
14. Will comply, if applicable, with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
15. Agrees that equipment acquired or obtained with grant funds:
  - a. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
  - b. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
16. Will comply, if applicable, with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

17. Will comply with all applicable requirements, and all other California and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
18. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.
  - a. The applicant certifies that it and its principals:
    1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
    2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
19. Will retain records for thirty-five years after notification of grant closeout by the State.
20. Will comply with the audit requirements set forth in the Office of Management and Budget (OMB) Circular A-133, "Audit of States, Local Governments and Non-Profit Organizations."
21. Grantees and subgrantees will use their own procurement procedures which reflect applicable state and local laws and regulations.
22. Grantees and subgrantees will comply with their own contracting procedures or with the California Public Contract Code, whichever is more restrictive.
23. Grantees and subgrantees will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: David R. Tooley\_\_\_\_\_

Title: City Administrator\_\_\_\_\_ Date: \_\_\_\_\_

(Cal OES Use Only)

Cal OES #	FIPS #	VS #	Subaward #
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## CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

- 1. Subrecipient:** City of Madera **1a. DUNS #:** 078772142
- 2. Implementing Agency:** City of Madera **2a. DUNS #:** 078772142
- 3. Implementing Agency Address:** 205 W. Fourth Street Madera City 93637-3527  
Street City Zip+4
- 4. Location of Project:** Madera Madera 93637-3527  
City County Zip+4
- 5. Disaster/Program Title:** Transit Security Enhancements **6. Performance Period:** 07/01/16 to 03/31/19
- 7. Indirect Cost Rate:**  N/A;  10% de Minimis;  Federally Approved ICR; \_\_\_\_\_

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2016	8. PROP 1B	\$47,460					\$0	\$47,460
2017	9. PROP 1B	\$0					\$0	\$0
2018	10. PROP 1B	\$0					\$0	\$0
Select	11. Select						\$0	\$0
	12. TOTALS	\$47,460	\$0	\$47,460	\$0	\$0	\$0	<sup>12G. Total Project Cost:</sup> \$47,460

13. This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

**14. Official Authorized to Sign for Subrecipient:**

Name: David R. Tooley

Telephone: 559-661-5400 FAX: 559-674-2972  
(area code) (area code)

Payment Mailing Address: 205 W. Fourth Street

Signature: \_\_\_\_\_

**15. Federal Employer ID Number:** 946000365

Title: City Administrator

Email: dtooley@cityofmadera.com

City: Madera Zip+4: 93637-3527

Date: \_\_\_\_\_

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer	Date	Cal OES Director (or designee)	Date
------------------------	------	--------------------------------	------

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

Grant Staff List

*Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.  
Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.*

CFDA#:

Name	Title	Address	Phone Number	Email
Tim Przybyla	Finance Director	205 W. Fourth Street, Madera, CA 93637	559-661-5453	<a href="mailto:tprzybyla@cityofmadera.com">tprzybyla@cityofmadera.com</a>
Patricia Barboza	Financial Services Manager	205 W. Fourth Street, Madera, CA 93637	559-661-5443	<a href="mailto:pbarboza@cityofmadera.com">pbarboza@cityofmadera.com</a>
Cleona Young	Accountant II	205 W. Fourth Street, Madera, CA 93637	559-661-5455	<a href="mailto:cyoung@cityofmadera.com">cyoung@cityofmadera.com</a>
Sonia Hall	Interim Grants Administrator	205 W. Fourth Street, Madera, CA 93637	559-661-3690	<a href="mailto:shall@cityofmadera.com">shall@cityofmadera.com</a>
Jorge Rojas	Program Manager Grants	205 W. Fourth Street, Madera, CA 93637	559-661-3693	<a href="mailto:jrojas@cityofmadera.com">jrojas@cityofmadera.com</a>
Mercedes Bravo	Interim Grants Specialist	1030 S. Gateway Drive, Madera, CA 93637	559-661-3689	<a href="mailto:mbravo@cityofmadera.com">mbravo@cityofmadera.com</a>
Becky McCurdy	Procurement Services Manager	205 W. Fourth Street, Madera, CA 93637	559-661-5463	<a href="mailto:rmccurdy@cityofmadera.com">rmccurdy@cityofmadera.com</a>
Jose Aquilar	Deputy City Engineer	205 W. Fourth Street, Madera, CA 93637	559-661-5418	<a href="mailto:jeaquilar@cityofmadera.com">jeaquilar@cityofmadera.com</a>
Keith Helmuth	City Engineer	205 W. Fourth Street, Madera, CA 93637	559-661-5423	<a href="mailto:khelmuth@cityofmadera.com">khelmuth@cityofmadera.com</a>

Not Subject to FFATA Financial Disclosure

Note to City Staff: I inserted anyone who I thought might be working with these improvements. Also, management and administration costs are not allowable for Prop 1B funds. Need to remove this note before submitting the worksheet to Cal OES

PROJECT DESCRIPTIONS

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #:

City of Madera

Project	Project Description	Homeland Security Investment Justification	Homeland Security Strategy Goals	Homeland Security Strategy Objectives	NPG Mission Areas	NGP Core Capabilities	Capabilities Building	Need	Project Milestone & Justifications
Project A	The City of Madera is constructing a new Transit Operations and Maintenance Facility. This will consolidate transit and maintenance operations. The new facility increases operational efficiencies and accommodates anticipated transit services growth. The City proposes to provide security of its transit assets, employees and general public. Key components of this project include fencing, lighting, security cameras for the new facility and on board vehicles, bus stop improvements, and other security enhancements and amenities. This project also allows for more reliable transit service and capacity in the event of an emergency or disaster in the City and throughout the entire region. The improvements help to prepare for, eliminate, mitigate and/or address dangerous circumstances, monitor at-risk circumstances and serve as a deterrent to crime. These investments have a minimum expected useful life of between 10 to 30 years.	Investment #2: Enhance Critical Infrastructure Protection	Goal 2: Protect Critical Infrastructure and Key Resources	Objective 2.1: Implement the California Critical Infrastructure Protection Program	Prevention	Operational Coordination	Build	This project's needed to increase operational efficiencies and accommodated anticipated growth in the City's transit services. It is also needed to enhance access to the system and increase the security of riders, transit vehicles, transit employees and the general public.	At the 6 month mark, this project will be _33% complete and \$15,661 funds will be expended. At the 12 month mark, this project will be _66% complete and \$31,324_ funds will be expended. At the 18 month mark, this project will be _100% complete and \$_47,460 funds will be expended.
Project B									At the 6 month mark, this project will be ___% complete and \$___ funds will be expended. At the 12 month mark, this project will be ___% complete and \$___ funds will be
Project C									At the 6 month mark, this project will be ___% complete and \$___ funds will be expended. At the 12 month mark, this project will be ___% complete and \$___ funds will be expended. At the 18 month mark, this project will be ___% complete and \$___ funds will be expended.
Project D									At the 6 month mark, this project will be ___% complete and \$___ funds will be expended. At the 12 month mark, this project will be ___% complete and \$___ funds will be expended. At the 18 month mark, this project will be ___% complete and \$___ funds will be expended.
Project E									At the 6 month mark, this project will be ___% complete and \$___ funds will be expended. At the 12 month mark, this project will be ___% complete and \$___ funds will be expended. At the 18 month mark, this project will be ___% complete and \$___ funds will be expended.







AUTHORIZED AGENT

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CFDA #:

City of Madera

Supporting Information for Reimbursement/Advance of State and Federal Funds

This request is for an/a: Initial Application

**This claim is for costs incurred within the grant expenditure period from and does not cross fiscal years.**

<u>July 1, 2016</u> (Beginning Expenditure Period Date)	through	<u>March 31, 2019</u> (Ending Expenditure Period Date)
<u>1</u> (REIMB or MOD Request #)		<input style="background-color: #ADD8E6;" type="text"/> (Amount This Request)

**Under Penalty of Perjury I certify that:**

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

**Statement of Certification - Authorized Agent**

This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget. For HSGP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

David R. Tooley, City Administrator

Printed Name and Title

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

*Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook*

AUTHORIZED AGENT

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

CFDA #:

City of Madera

Supporting Information for Reimbursement/Advance of State and Federal Funds

This request is for an/a: Advance

This claim is for costs incurred within the grant expenditure period from and does not cross fiscal years.

<u>July 1, 2016</u> (Beginning Expenditure Period Date)	through	<u>March 31, 2019</u> (Ending Expenditure Period Date)
<input type="text"/> (REIMB or MOD Request #)		<input type="text"/> (Amount This Request)

Under Penalty of Perjury I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

Statement of Certification - Authorized Agent

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David R. Tooley, City Administrator

Printed Name and Title

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook

**AUTHORIZED AGENT**

*Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.*

CFDA #:

City of Madera

Supporting Information for Reimbursement/Advance of State and Federal Funds

This request is for an/a: **Modification**

**This claim is for costs incurred within the grant expenditure period from and does not cross fiscal years.**

<u>July 1, 2016</u> (Beginning Expenditure Period Date)	through	<u>March 31, 2019</u> (Ending Expenditure Period Date)
<input type="text"/> (REIMB or MOD Request #)		<input type="text"/> (Amount This Request)

**Under Penalty of Perjury I certify that:**

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

**Statement of Certification - Authorized Agent**

This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget. For HSGP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

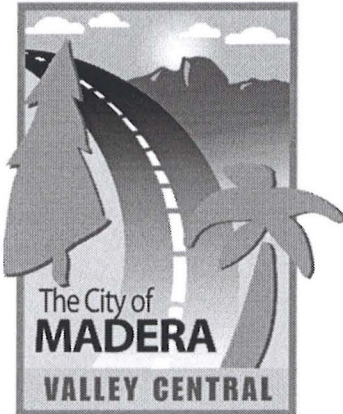
**David R. Tooley, City Administrator**  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

*Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook*

REPORT TO CITY COUNCIL



Council Meeting of May 4, 2016

Agenda Item Number     B-7    

Approved by:

Wendy Silva  
Department Director

[Signature]  
City Administrator

**Consideration of a Minute Order Rejecting a Claim filed by Sally Frazier**

**RECOMMENDATION**

It is recommended Council reject the claim filed by Sally Frazier. The City will send a rejection notice to Mrs. Frazier.

**HISTORY**

A claim was filed on March 18, 2016. The claimant is alleging there were no road blockades placed to prevent passage onto a closed street at Avenue 13 and Road 25. Mrs. Frazier allegedly sustained damage to her vehicle's tires and is seeking \$822.09 for the cost of two blown tires and an alignment. Mrs. Frazier submitted an amended claim on April 7, 2016, to increase the amount of money she is seeking from the City for an additional cost of \$958.00 to replace bent wheels.

**SITUATION**

On March 17, 2016, at 7:30 a.m., Mrs. Frazier was driving to Sierra View Elementary School and was heading eastbound on Avenue 13. Mrs. Frazier drove across the railroad tracks, drove over a drop off on the railroad tracks and blew two tires on the passenger side of her vehicle. Mrs. Frazier is seeking a total of \$1,780.09 for replacement costs of two wheels and tires, and the cost of tire alignment.

Suzanne Johnson, AIMS, investigated the claim and obtained a recorded statement from Mrs. Frazier. Mrs. Frazier stated she had not driven on Avenue 13 for approximately two months. She acknowledged that she saw a sign on Avenue 13 that stated the road was subject to road closure but stated that she had no knowledge of any road construction in the area. Mrs. Frazier stated she did not recall seeing any other signs or barricades near the railroad tracks. She did indicate she saw some barriers on the other side of the road but thought the

road in the direction she was traveling was still passable. She further stated that she did not see any vehicles parked at the railroad tracks nor were there any crews working at the time. She proceeded to drive across the tracks and did not notice there was a drop off on the tracks. Consequently, she blew two tires on the passenger side of her vehicle. Mrs. Frazier drove down the road a bit then called her husband to inform him of the damage to her vehicle. Mr. Frazier picked her up and left the vehicle near the loss location while they went to Sierra View Elementary School. They later returned to the vehicle and had it towed to Schoettler's for repair.

Mrs. Frazier stated that workers had told her husband that people regularly remove the road barricades and she did not know there was road construction in the area because there were no warning signs.

Ms. Johnson contacted the City's Engineering Department and spoke to Jim Patrick, Construction Inspector II; Jerry Martinez, Engineering Project Manager; and Keith Helmuth, City Engineer. They were involved with the road closure project. Mr. Patrick indicated that all barricades were in place when work crews left for the evening the day prior to the incident. The "Road Closed" barricade where Mrs. Frazier entered was still intact on the morning of March 17, 2016; it was moved slightly towards the edge of the road. Although the barricade was moved, there was signage and equipment placed in the road to indicate it was closed. Because the barricades were not missing but just moved slightly towards the edge of the road, anyone in the area should have known the road was closed. Furthermore, the backhoe and the loader were intentionally parked to block the roads so traffic could not pass through.

Ms. Johnson spoke with Keith Helmuth, who indicated the railroad company was installing new concrete panels near the railroad track, the City hired MG Paving to repave a portion of the street to meet the elevation of the new concrete panels, and the City hired Safety Network to handle traffic control. Mr. Helmuth indicated the City has agreements with each contractor/company indemnifying the City and listing the City as additionally insured.

In speaking with City employee Jerry Martinez, he indicated the railroad had requested closure of the entire intersection to replace road ties and concrete panels. It was an emergency project. Mr. Martinez stated that on March 12, 2016, an article was posted in the Madera Tribune advising that the intersection was going to be closed for road construction. He also indicated Safety Network was responsible for traffic control and they put up the required road signs per their expertise. Mr. Martinez further stated that there were message boards at 4 different locations around the construction site. There were large barricades placed at the railroad crossing. The railroad parked their tractor to block a portion of the road and had a back hoe parked in the same area to block another portion of the road. Mr. Martinez indicated that in order for Mrs. Frazier to sustain damage to the passenger side of her vehicle from the direction she was traveling,

she would have veered into the eastbound lanes at the four way stop and have driven through the intersection and over the rails. He further stated that the driver left a crack in the asphalt because of the incident.

Ms. Johnson found no evidence of negligence and/or liability on the part of the City. All road construction was contracted out by the City and/or was performed by the railroad. There were Certificates of Insurance in place with the contractors that named the City of Madera as an Additional Insured. For these reasons, the City should have no responsibility for the subject claim.

Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

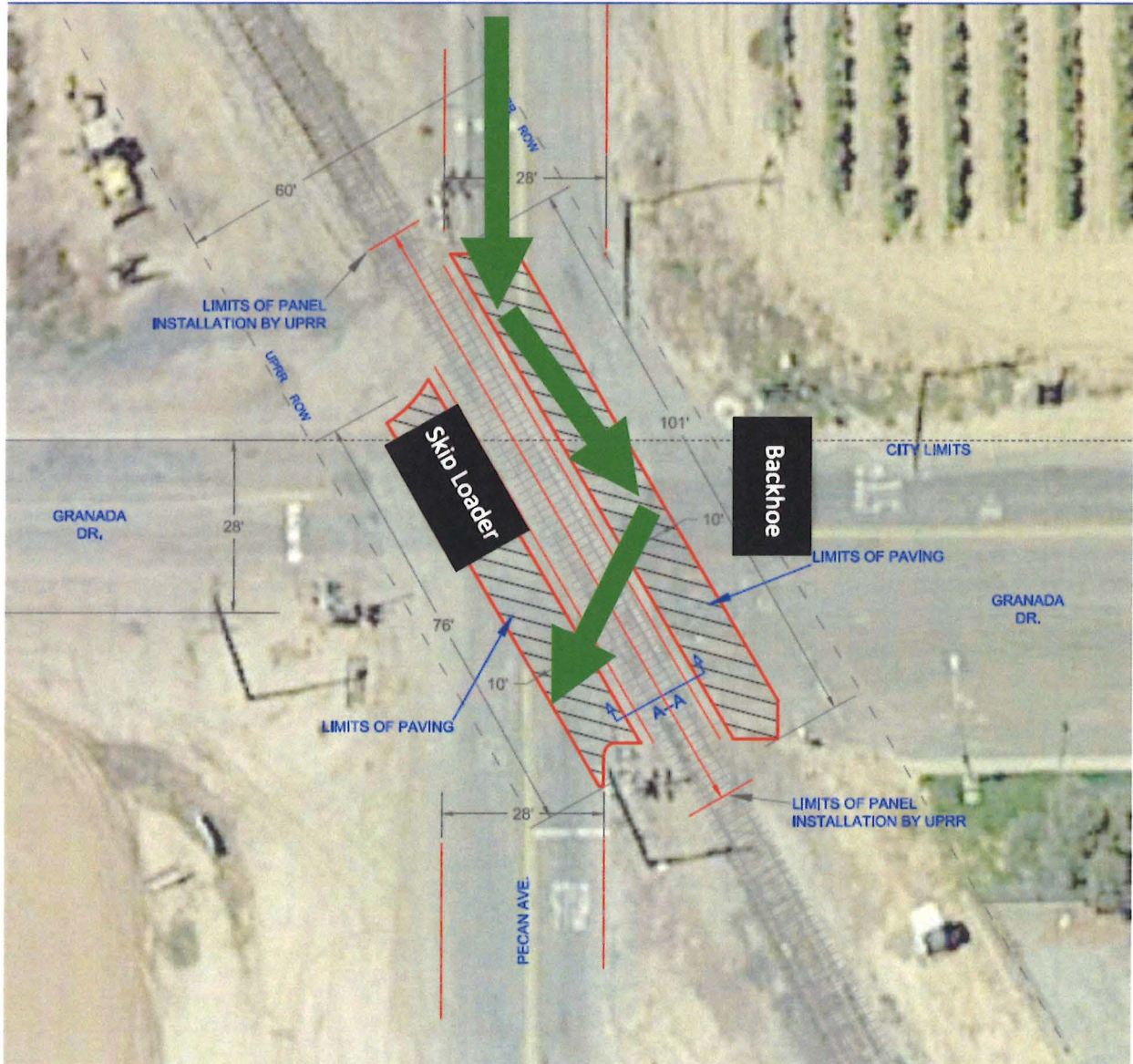
Rejection of claims filed under Government Code §910 is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.



One of the pre-construction zone warnings regarding road closure: intersection of Road 23 & Pecan



On the morning of the incident, the circled sign was found approximately 2 feet closer to the edge of the road; the remaining three signs were located as shown on Pecan approaching the intersection with Granada from the direction of claimant's travel.



Railroad construction zone and reported location of loss. Green arrows show estimated path of claimant's travel based on known locations of construction equipment.

RECEIVED

City of Madera City Clerk

By: D Alvarez  
Date: 4/7/16

*Amended 4/7/16*  
*Sally Frazier*  
CITY OF MADERA

CLAIM FORM

(Please Type Or Print)

RECEIVED

City of Madera City Clerk

By: D Alvarez  
Date: 3/18/16

16-5  
RCB 3/16

CLAIM AGAINST

City of Madera

(Name of Entity)

Claimant's name:

Sally Frazier

Telephone Number

[Redacted]

SS#:

[Redacted]

DOB:

[Redacted]

Gender: Male

Female

Claimant's address:

[Redacted]

Address where notices about claim are to be sent, if different from above:

Date of incident/accident:

March 17, 2016, 7:30 AM.

Date injuries, damages, or losses were discovered:

March 17, 2016

Location of incident/accident:

Avenue 13 and Road 25

What did entity or employee do to cause this loss, damage, or injury?

road blockades

were not placed to prevent passage.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

unknown

What specific injuries, damages, or losses did claimant receive?

2 blown tires

2 bent wheels

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

\$822.09 + \$958<sup>00</sup>

How was this amount calculated (please itemize)?

Schoettler Tire bill for

2 Tires and alignment (attached)

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed:

3/18/16

Signature:

*Sally R. Frazier*

If signed by representative:

Representative's Name

Address

Telephone #

Relationship to Claimant

Inv Date Cust# Order# Page  
03/17/16 17712 367649 1 Time in 11:45 AM

SCHOETTLER TIRE INC #1  
PO BOX 1203  
MADERA, CA 93639  
(559)674-4678

License:6NYH518  
Mileage: 73,024 2010 LEX RX350

Sold SALLY FRAZIER  
To [REDACTED]

Ship  
To

Work Order

PO# Slm M-Phone O-Phone Ship Via  
HSE 559-674-9207

Item#	Description	Qty-Ord	Qty-Shp	FET	Price	Net
MICH	MICH 05146 235/55R19 101V LATITUDE	2	2	0.00	329.00	658.00
BAL	WHEEL BALANCE COMPUTER	2	2		16.00	32.00
DISP	PASSENGER DISPOSAL	2	2		3.00	6.00
	*NEW TIRE R/F L/F					
CATAX	CALIFORNIA STATE TIRE TAX	2	2		1.75	3.50

ROTATE TIRES EVERY 5000 MILES\*  
CHECK LUG NUTS FOR TIGHTNESS  
AFTER 50 MILES. BAR#219561

OrdTkr:md

SubTot Parts: 661.50  
SubTot Labor: 38.00  
Tax 8.000% : 52.64

NET 10TH

Terms: This is not a revolving credit transaction. Due the 10th following the date of invoice. Subject to late charge of 2%.

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

Inv Total : 752.14



SCHOETTLER TIRE INC #1  
 PO BOX 1203  
 MADERA, CA 93639  
 (559) 674-4678

License: 6NYH518  
 Mileage: 73,024 2010 LEX RX350

Sold SALLY FRAZIER

Ship



To

Work Order

PO# Slm M-Phone O-Phone Ship Via  
 HSE 559-674-9207

Item#	Description	Qty-Ord	Qty-Shp	FET	Price	Net
WHEEL	OE 123 19X7.5 OE LEXUS WHEEL *WHEELS BENT ON LEFT SIDE *BENT DID NOT NOTICE WHEN CAME IN *ON 03/18/2016 *ANY QUESTIONS CALL ME *KENNY SCHOETTLER 559 674-4678	2	2		425.00	850.00
CATAX	CALIFORNIA STATE TIRE TAX	0	0		0.00	0.00

ROTATE TIRES EVERY 5000 MILES\*  
 CHECK LUG NUTS FOR TIGHTNESS  
 AFTER 50 MILES. BAR#219561

OrdTkr:kenny

SubTot Parts: 850.00

NET 10TH

Terms: This is not a revolving credit transaction. Due the 10th following the date of invoice. Subject to late charge of 2%.

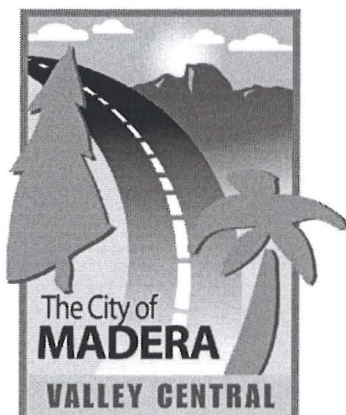
Tax 8.000% : 68.00

Freight : 40.00

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

Inv Total : 958.00

## REPORT TO CITY COUNCIL




Council Meeting of May 4, 2016

Agenda Item Number B-8

Approved by:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Administrator

### **Consideration of a Minute Order Rejecting a Claim filed by Dennis Thurston**

#### **RECOMMENDATION**

It is recommended Council reject the claim filed by Dennis Thurston. The City will send a rejection notice to Mr. Thurston.

#### **HISTORY**

A claim was filed on February 5, 2016. The claimant is alleging the bicycle path at Lion's Town and Country Park was unkempt and there were no visible signs to ride at the cyclists' own risk. Mr. Thurston allegedly suffered a right arm contusion and a broken right knee in which he underwent right knee revision surgery. Although the claimant attempted to file the claim timely, the claim was deficient. It did not provide enough specific information to determine where or how the loss occurred. The claim was returned as insufficient. On February 23, 2016 the City received an amended Claim Form from the claimant. The claim was still deficient in that the loss location was still not clear. On March 23, 2016, the claimant submitted a second amended Claim Form. The claimant corrected the deficiencies rendering the claim sufficient.

#### **SITUATION**

Mr. Thurston alleges that on October 21, 2015, he was riding his bicycle on a path in Lion's Town and Country Park when his front tire hit a rut in the asphalt. Mr. Thurston indicated he fell off of his bike and landed on his right knee and right arm. As a result, he sustained a contusion to the right arm and broke his right knee. He underwent a total knee revision in November 2015. He alleged he sustained injury because the bike path was unkempt and there were no visible signs about riding your bike at your own risk. Mr. Thurston did not indicate the amount of money being sought because he has not received all of his medical bills. He advised that this is an Unlimited Civil Case.

Suzanne Johnson, AIMS, investigated the claim. She concluded there was no evidence of negligence on the part of the City primarily based on a lack of prior notice. She further stated that the rut in the asphalt was a result of deterioration rather than a dangerous condition. It was not noticeable nor was it very significant. It was also avoidable.

For these reasons, the City should have no liability for the subject claim.

Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Rejection of claims filed under Government Code §910 is 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.

CITY OF MADERA

RECEIVED

16-2  
RCB 3/23/16

CLAIM FORM

(Amended)

(Please Type Or Print)

City of Madera City Clerk

By: D. Wang

Date: 3/23/16

CLAIM AGAINST City of Madera  
(Name of Entity)

Claimant's name: Dennis W. Thurston Telephone Number [Redacted]

SS#: [Redacted] DOB: [Redacted] Gender: Male [Redacted] Female [Redacted]

Claimant's address: [Redacted]

Address where notices about claim are to be sent, if different from above: \_\_\_\_\_

Date of incident/accident: October 21, 2015

Date injuries, damages, or losses were discovered: Oct. 21, 2015 + Nov. 08, 2015 (see Attachment #1)

Location of incident/accident: Lions Town + Country Park, Howard St, Madera, CA (see Attachment #4 plus map)

What did entity or employee do to cause this loss, damage, or injury? Unkept path for bicycle and no signs to ride at own risk (see attachment #2)  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? \_\_\_\_\_

What specific injuries, damages, or losses did claimant receive? Right arm contusion plus broken Right knee replacement which I had to have surgery (see attachment #3)  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] This will be an "unlimited civil case; At this point I have not received all medical bills yet.

How was this amount calculated (please itemize)? Amount is yet uncalculated because of medical bills not yet received.  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 3/23/2016 Signature: Dennis W. Thurston

If signed by representative:  
Representative's Name \_\_\_\_\_ Address \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Relationship to Claimant \_\_\_\_\_

## Attachment.

#1) Initial injury occurred 10/21/2015 and knee injury was discovered 11/08/2015

#2) I was riding my bicycle on a path in Lion's Town and Country Park from Schroor in the direction toward Grandda when my front tire hit a rut in the asphalt causing me to fall, landing on my right knee and right arm,

#3) for a total knee revision in November 2015.

#4) Injury occurred 601.7 feet from side walk by restroom on trail toward Schroor as illustrated on attached map

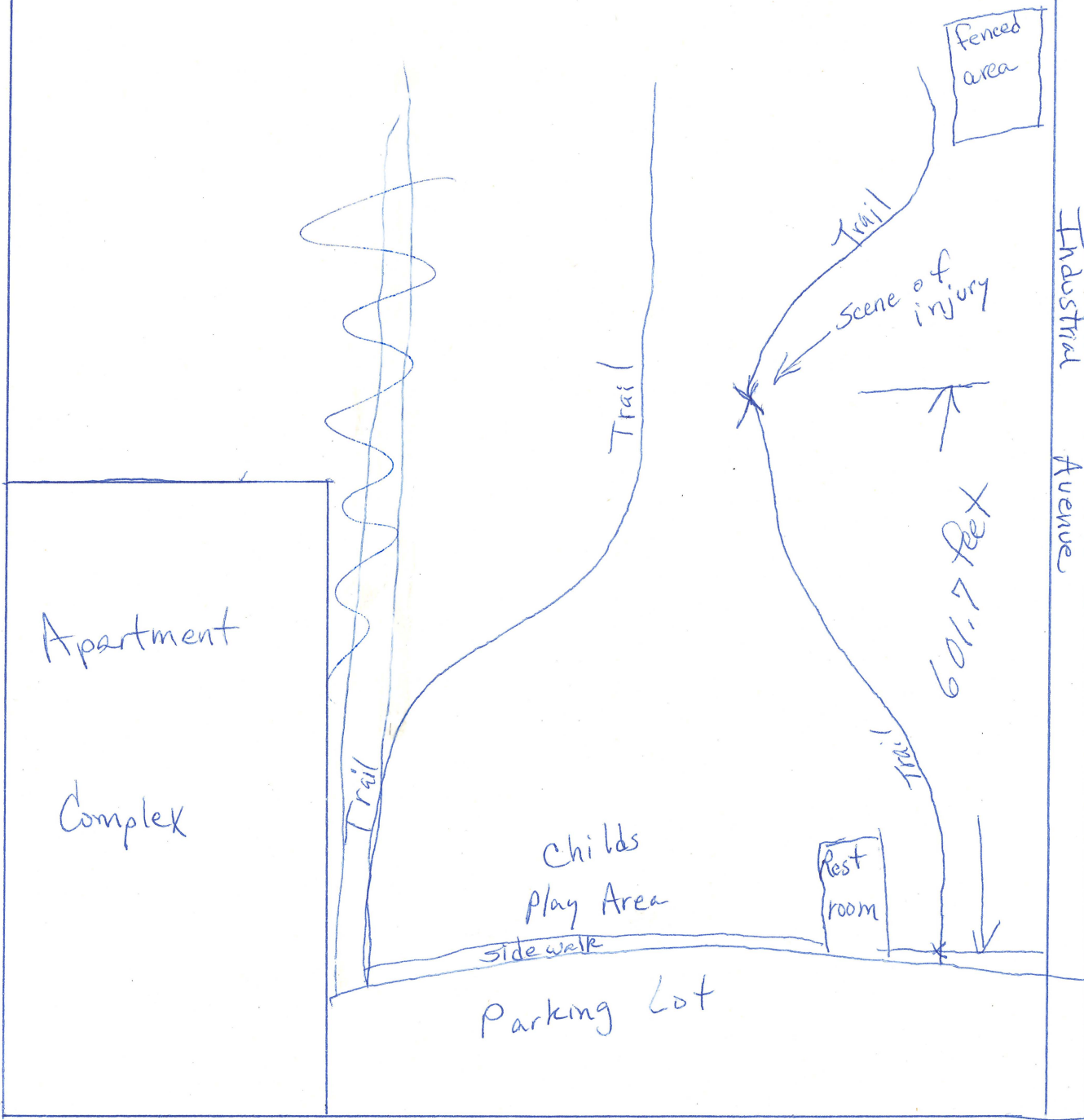
Schroor St.

from edge of sidewalk to scene of injury is 601.7 feet

GPS numbers are ~~N. 36° 57.72~~  
N. 36° 57.055, W. 120° 05.378

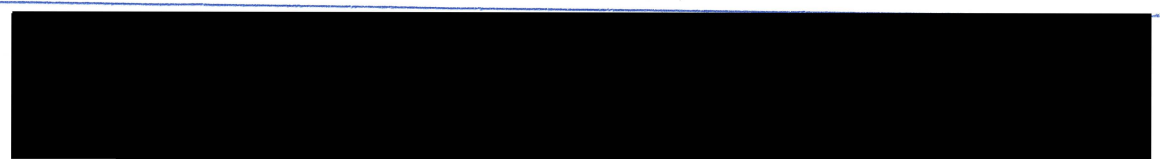
Lions Town and Country Park

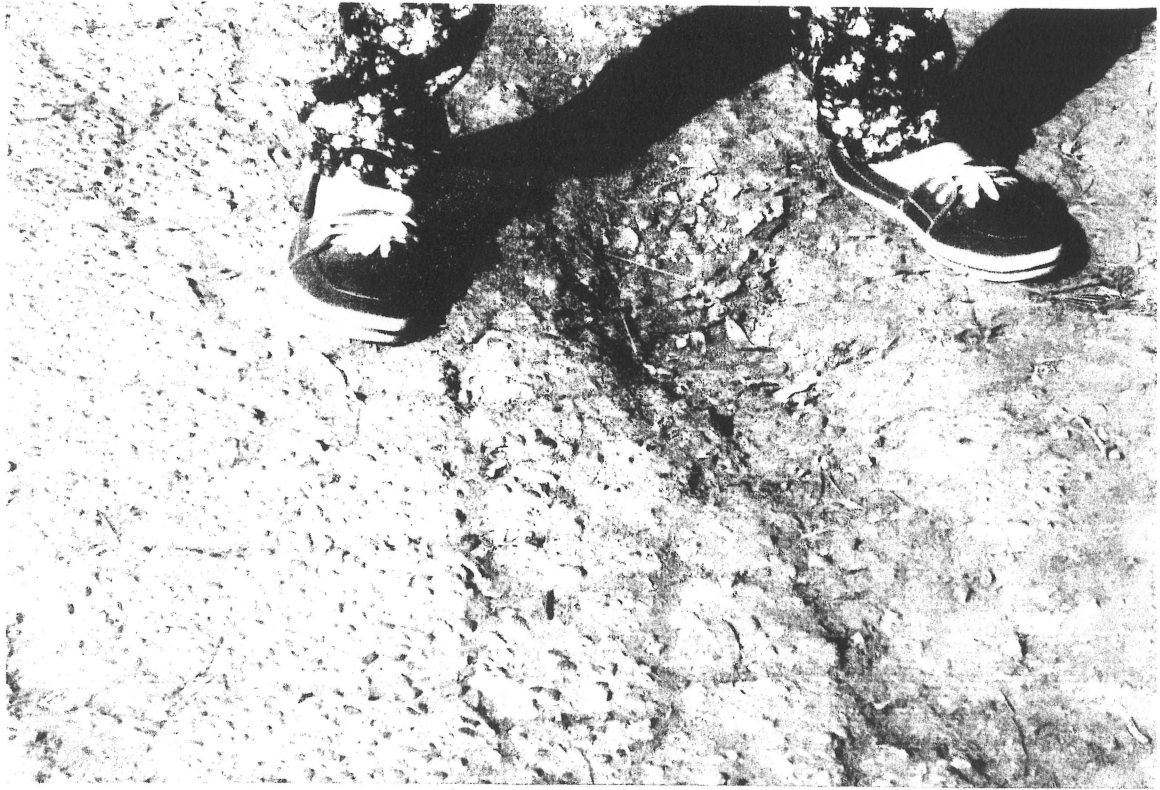
Howard Street



Industrial Avenue

Granada Street





2/23/2016

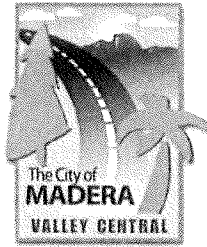
In regards to #4 of where and how I was injured riding my bike from Simoor to Grandda on a trail in Lion's Park when my front tire of my bike hit a rut in the asphalt of the trail causing me to fall, hitting my right knee and right arm when I fell. The exact location may be found using a G.P.S. at the position. N. 36° 57.655, W. 120° 05.378.

Enclosed are pictures.

Sincerely,

Dennis W. Thurston  
Dennis W. Thurston





## REPORT TO CITY COUNCIL

COUNCIL MEETING OF May 4, 2016

AGENDA ITEM NUMBER B-9



REPORT BY: Mark Etheridge

Business Manager, Parks & Community Services Department

  
APPROVED BY: Mary Anne Seay

Director, Parks & Community Services Department

  
APPROVED BY: David Tooley

*Fla*  
City Administrator

### SUBJECT:

**CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH DEVASTATING PYROTECHNICS, LLC FOR OPERATION OF THE 2016, 4<sup>TH</sup> OF JULY FIREWORKS SHOW AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

### RECOMMENDATION:

Staff recommends Council:

- 1) Adopt the resolution approving the Agreement with Devastating Pyrotechnics, LLC in the amount of \$25,000 for operation of the 2016, 4<sup>th</sup> of July Fireworks Show at the Madera Municipal Golf Course.
- 2) Authorize the Mayor to execute the Agreement on behalf of the City.

**SUMMARY AND DISCUSSION:**

One of the most successful city-wide special events hosted by the City of Madera is the annual 4<sup>th</sup> of July celebration at the Madera Municipal Golf Course. Staff estimates that 5,000 to 6,000 people attended last year’s event which demonstrates increases over the previous year. Staff is moving forward with planning for the 2016 event in anticipation of an equally large and enthusiastic crowd. Some of the activities that are currently planned for the 4<sup>th</sup> of July celebration include:

- Golf Tournament
- Food Vendors
- Fireworks Display
- Family Friendly Activities
- Music
- Kid’s Zone

Since 2007, when the firework show was reinstated and moved to the golf course, the City has had one consistent pyrotechnic vendor (Pyro Spectaculars, Inc) respond to Requests for Quotations (RFQs). In 2013, two companies responded yet the most complete and responsive bid came from Pyro Spectaculars, Inc. Consequently the City has used the same firm to supply pyrotechnics and operate the fireworks display since 2007.

Early in 2016, two separate City staffers received two additional unsolicited proposals for the 2016 fireworks display. As a result, staff released an RFQ in March of 2016 to give all interested parties an equal opportunity to submit proposals. Three firms including Pyro Spectaculars, Inc. submitted responsive proposals by the closing date of the RFQ (April 15<sup>th</sup>, 2016). The other firms who submitted proposals were ExpoShows, Inc. and Devastating Pyrotechnics, LLC.

Staff reviewed each of the three firms’ proposals and found them all to be in accordance with the requirements of the RFQ. Reference checks were performed in order to solicit input regarding the proposers’ quality of presentations, adherence to safety procedures as well as clean-up and maintenance of the firing site. Videos of each supplier’s productions are also available via their business websites and sources such as You-Tube. These videos were reviewed as part of the overall analysis of the proposals. The RFQ listed \$25,000 as the upper limit of the City’s budget for the fireworks show and all three firms submitted quotations for the maximum amount.

Because price was eliminated as a deciding factor, judgement of the best proposal was based on the information gathered from the reference checks; overall shell count (number of individual explosions) and mixture of shell sizes and effects for the introduction salvo, main body of the performance and the concluding grand finale. Staff has determined Devastating Pyrotechnics, LLC is offering the best value for the City and the firm has presented an Agreement for services for Council to consider.

**FISCAL IMPACT:**

There may be a significant General Fund impact from the recommended actions. Staff has engaged in very successful fundraising efforts for the past ten years, however part of the fundraising has been a traditional \$20,000 donation from the City’s waste disposal contractor. As of present the donation has not been committed or received. In addition a local Casino has previously given a significant in-kind donation (up to \$2,500) which is in question this year. It

will be difficult for fundraising efforts to make up the difference should these donations not materialize and the General Fund would need to assume the burden of the shortfall. Both the fundraising revenue and the cost of the Agreement and associated expenses are anticipated in the FY 15/16 Council approved Parks and Community Services Budget.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended actions are consistent with the City of Madera Vision Plan:

- Action 202.2: Continue the expansion and promotion of multicultural and community-based programs offered through Parks and Community Services.
- Strategy 411: Recreational Opportunities: Enhance and expand recreational activities available to Maderans.
- Strategy 317.4: Develop and encourage festivals, gatherings, and events.
- Strategy 332: Expand comprehensive services for Madera’s youth . . .
- Strategy 313: Provide year-round programs fostering community pride.

**RESOLUTION NO. 16 - \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AN AGREEMENT WITH DEVASTATING  
PYROTECHNICS, LLC FOR OPERATION OF THE 2016, 4TH OF  
JULY FIREWORKS SHOW AND AUTHORIZING THE MAYOR TO  
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera is a municipal corporation that provides services and recreational activities to the citizens of the community; and

WHEREAS, the City annually provides a fireworks show at the Madera Municipal Golf Course for which it retains a professional pyrotechnics supplier; and

WHEREAS, in March of this year the City released a Request for Quotations (RFQ) for the "2016 July 4<sup>th</sup> Fireworks Display"; and

WHEREAS, Devastating Pyrotechnics, LLC, a professional pyrotechnics display firm, was found to be the RFQ respondent offering the fireworks display that is the best value for the City; and

WHEREAS, Devastating Pyrotechnics, LLC and the City have proposed to enter into an Agreement for operation of the 2016 July 4<sup>th</sup> Fireworks Show; and

WHEREAS, the Agreement is in the best interests of the City, Devastating Pyrotechnics, LLC and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Agreement between the City of Madera and Devastating Pyrotechnics, LLC in the amount of \$25,000, a copy of which is on file in the Office of the City Clerk and is referred to for more particulars, is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.



## Devastating Pyrotechnics - Public Display Contract

Devastating Pyrotechnics, LLC

PO Box 782, Pinole, CA 94564

415-341-2025 Office, 415-335-1261 Cell.

California License: GPD-1337

BATF License Number: 9-CA-113-51-7K-02016

- 1) This Contract, entered into this **4th day of May, 2016**, by and between DEVASTATING PYROTECHNICS, LLC, as duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "DP" and **The City of Madera**, hereinafter referred to as "BUYER".
- 2) DP agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks display, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on **July 4<sup>th</sup>, 2016**, located at the **Madera Municipal Golf Course, 23200 Avenue 17, Madera CA 93637**. The time of the display is to be: **APPROX: 9:00 PM PDT**. Contract will be amended if location of fireworks displays changes.
- 3) BUYER agrees to pay DP the sum of **\$25,000**, per the following terms: \$12,500 deposit with balance due Net 30 Days after Display, with an option to increase the show in the amount of any additional contributions raised from direct firework fund raising efforts. Option only to be exercised by written amendment of this agreement.
- 4) BUYER, at its expense, agrees to provide DP a suitable DISPLAY SITE in which to Stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by DP, and that will fulfill any requirements set forth by any governing legal authority.
- 5) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by DP. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times DP is away from the DISPLAY SITE.
- 6) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any Applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify DP for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.
- 7) BUYER, at its expense, shall provide DP sufficient parking, all necessary site and event passes and allow DP sufficient time and available access, as determined by DP, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.
- 8) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in Paragraphs 4, 5, 6 and 7 herein, DP shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by DP.
- 9) BUYER agrees to assume the risk of weather, or any other cause that is beyond DP's control, that may prevent the display from being discharged on the scheduled date and time. In the event that DP, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 10 herein.
- 10) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to DP 50% of the display contract price and all other associated costs incurred by DP, including, but not limited to, permits, insurance, pyrotechnic operator's fee, transportation, custom design or any other provable expense associated with the execution of the Display.



- 11) DP agrees to provide insurance coverage of **Five Million Dollars** naming BUYER as additional insured, Bodily Injury and Property Damage and statutory limits for Worker's Compensation. This insurance covers the operations of DP only and does not extend to any other aspect of the event at which such a display may be held. DP's operations are deemed complete when DP has vacated the premises.
- 12) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold DP harmless from all claims and suits made against DP in Page 2 in conjunction with the discontinuance or cancellation of the display.
- 13) DP agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by DP hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.
- 14) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of Madera, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.
- 15) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and DP. Either party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.
- 16) BUYER shall not under any circumstances, be entitled to recover any consequential damages from DP. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverage's afforded in Paragraph 13 herein.
- 17) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns. In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 4th day of May, 2016.

Devastating Pyrotechnics, LLC

"City of Madera"

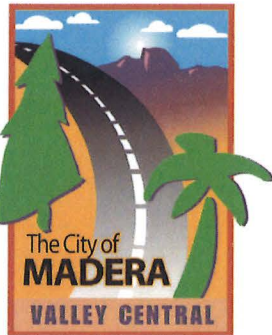
By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_

## Report to City Council



Council Meeting of May 4, 2016  
Agenda Item Number B-10

Approved by:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
For City Administrator

**Consideration of a Resolution Renewing an Agreement for Network Services with Comcast Business Services LLC and Authorizing the Mayor to Execute the Agreement, and Authorizing the City Administrator, or Their Designee, to Approve Proposals and Scopes of Work as Contemplated in the Agreement.**

### RECOMMENDATION

Staff recommends Council adopt the resolution approving an Agreement for Network Services with Comcast Business Services and authorizing the Mayor to execute the Agreement, and authorizing the City Administrator, or their designee, to approve proposals and scopes of work as contemplated in the Agreement on behalf of the City.

### HISTORY

On July 20, 2011 the Madera City Council authorized an agreement for network services with Comcast Business Services to provide a high speed internet connection at City Hall. This internet service consolidated multiple connections at City owned buildings and provided higher speed and increased security at a lower cost than the multiple connections. The original contract was three years in length and has since converted to an automatic annual renewal contract. In the last two years multiple vendors, including Comcast, have begun to provide additional business class high speed services in the City and have become more competitive in their pricing.

### SITUATION

Recently the City entered into an agreement with AT&T for high speed fiber optic services to connect City buildings and establish new internet services at the Police Department. This new internet service will be the main internet connection for the Police Department and serve as a backup internet connection for the remaining City buildings. The AT&T offering is faster than our current Comcast service at a lower

cost. City staff has since contacted Comcast in an effort to renew our contract at a lower rate as well as providing increased speed. Comcast was willing to increase the speed of our connection and lower the price on a renewed three year agreement.

Renewing our agreement with Comcast will provide full redundancy to the internet for all of our departments. Our reliance upon the internet and cloud based services continues to grow. The City's internet services must be up and running for our patrol vehicles to link back to our 911 system, our email system is now cloud based, and we anticipate moving storage and critical backups to cloud based services. Having maximum internet uptime through redundancy has become a necessity in providing services to our community.

### **FISCAL IMPACT**

Our current contract with Comcast provides a 40Mb internet connection for \$1,520.00 per month. The new agreement proposes a 100Mb internet connection for \$1,372.25. This will provide the City with a 150% increase in speed with a cost savings of approximately \$5,300.00 over the life of the contract.

During the last four-plus years we have been very pleased with the dependability of the services provided by Comcast and we are confident that Comcast will continue to provide the service and support needed for this key part of our daily business functions. Adequate funds have been budgeted for data communications in the current budget.

### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

This agreement impacts the Vision Plan in multiple ways. Many of the components of the strategies are now reliant upon technology for the delivery of services.

RESOLUTION No. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR NETWORK SERVICES WITH COMCAST BUSINESS SERVICES LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE CITY ADMINISTRATOR, OR THEIR DESIGNEE, TO APPROVE PROPOSALS AND SCOPES OF WORK AS CONTEMPLATED IN THE AGREEMENT.

WHEREAS, the City of Madera has an ongoing and growing need for high-speed and secure connectivity to the internet; and

WHEREAS, the City of Madera has a current agreement with Comcast Business Services LLC for high-speed internet services; and

WHEREAS, Comcast Business Services LLC has offered a higher speed connection to the internet at a lower cost.

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

1. The above recitals are true and correct.
2. The Agreement with Comcast Business Services LLC, a copy which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement and the City Administrator or their designee is authorized to approve proposals and scopes of work as contemplated in the Agreement.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

MSA ID#: Ca-174781-bgisi

SO ID#: Ca-174781-bgisi-4732554

Account Name: City of Madera

**CUSTOMER INFORMATION (for notices)**

Primary Contact: <u>Ted Uyesaka</u> Title: _____ Address 1: <u>205 W 4th ST</u> Address 2: _____ City: <u>MADERA</u> State: <u>CA</u> Zip: <u>93637</u> Phone: <u>5596615411</u> Cell: _____ Fax: _____ Email: <u>tuyesaka@cityofmadera.com</u>	Billing Account Name <u>City of Madera</u> Billing Name _____ (3rd Party Accounts) _____ Billing Contact: <u>Ted Uyesaka</u> Title: _____ Phone: <u>5596615411</u> Cell: _____ Fax: _____ Email: <u>tuyesaka@cityofmadera.com</u>	INVOICE ADDRESS Address 1: <u>205 W 4th ST</u> Address 2: _____ City: <u>MADERA</u> State: <u>CA</u> Zip Code: <u>93637</u> Tax Exempt: <u>No</u> * If Yes, please provide and attach all applicable tax exemption certificates
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**SUMMARY OF CHARGES (Details on following pages)**

Service Term (Months): 36

**SUMMARY OF SERVICE CHARGES\***

Current Ethernet Monthly Recurring Charges:	\$1,520.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
<b>Total Monthly Recurring Charges (all Services):</b>	<b>\$1,520.00</b>
Change Metro Ethernet Monthly Recurring Charges:	-\$147.75
Change Trunk Services Monthly Recurring Charges:	\$0.00
<b>Change Monthly Recurring Charges (all Services):</b>	<b>-\$147.75</b>
Total Metro Ethernet Monthly Recurring Charges:	\$1,372.25
Total Trunk Services Monthly Recurring Charges:	\$0.00
<b>Total Monthly Recurring Charges (all Services):</b>	<b>\$1,372.25</b>

**SUMMARY OF STANDARD INSTALLATION FEES**

Total Metro Ethernet Standard Installation Fees*:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
<b>Total Standard Installation Fees (all Services):</b>	<b>\$0.00</b>

**SUMMARY OF CUSTOM INSTALLATION FEES**

<b>Total Custom Installation Fee*:</b>	<b>\$0.00</b>
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**SUMMARY OF MONTHLY EQUIPMENT FEES**

Current Ethernet Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
<b>Current Equipment Fee Monthly Recurring Charges (All Services):</b>	<b>\$0.00</b>
Change Ethernet Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
<b>Change Equipment Fee Monthly Recurring Charges (All Services):</b>	<b>\$0.00</b>
Total Ethernet Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
<b>Total Equipment Fee Monthly Recurring Charges (All Services)</b>	<b>\$0.00</b>

\*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service.

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	<u>Robert L. Poythress</u>	Signature:	<u>Stephanie Shannon</u>
Name:	<u>Mayor</u>	Sales Rep:	<u>0</u>
Title:	<u>Mayor</u>	Sales Rep E-Mail:	<u>0</u>
Date:	<u>May 4, 2016</u>	Region:	<u>California Region</u>
		Division:	<u>West</u>



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## METRO ETHERNET SERVICES AND PRICING

Account Name:

Date:

MSA ID#:

SO ID#:

Short Description of Service:

Service Term:

PAGE 2 of 3

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Monthly	One-Time
001	Renew	Remove	EDI - Network Interface - 10 / 100	Port	City of Madera City Hall / 205 W 4th	-	Interstate	\$0.00	\$0.00
002	Renew	Remove	EDI - Bandwidth	40 Mbps	City of Madera City Hall / 205 W 4th	-	Interstate	(\$1,520.00)	\$0.00
003	-	-	-	-	-	-	-	\$0.00	\$0.00
004	Renew	Add	EDI - Network Interface - 10 / 100	Port	City of Madera City Hall / 205 W 4th	-	Interstate	\$0.00	\$0.00
005	Renew	Add	EDI - Bandwidth	100 Mbps	City of Madera City Hall / 205 W 4th	-	Interstate	\$1,372.25	\$0.00
006	-	-	-	-	-	-	-	\$0.00	\$0.00
007	-	-	-	-	-	-	-	\$0.00	\$0.00
008	-	-	-	-	-	-	-	\$0.00	\$0.00
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025	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	\$0.00	\$0.00
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036	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	\$0.00	\$0.00
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040	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	\$0.00	\$0.00

\* Services Location Details attached

Charges are Exclusive of Equipment Fees

**PAGE 2 SUBTOTAL:** (\$147.75) \$0.00



# REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:  
May 4, 2016

AGENDA ITEM NUMBER:  
C-1

Approved By

  
\_\_\_\_\_  
PLANNING MANAGER  
\_\_\_\_\_  
CITY ADMINISTRATOR

for

**Subject:** A Continued Public Hearing in Consideration of an Appeal by Junaid Lateef of the Planning Commission Denial of Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32 and Consideration of a Resolution of Determination on Appeal.

## RECOMMENDATION

Staff recommends the City Council adopt a resolution of determination after considering the information in this report and concluding the appeal hearing.

## SUMMARY

The City Council held the appeal hearing on April 6, 2016. At the hearing, the appellant proposed a refined business model, proposing to establish a business focused upon an ethnic grocery store selling Punjab foods, beverages and spices. From that hearing, the City Council directed staff to propose a set of conditions of approval from which the Council could take action specific to this revised proposal. The proposed conditions of approval have been incorporated into the attached Resolution of Determination.

## ANALYSIS

On December 8, 2015, the Planning Commission denied Conditional Use Permit 2015-28, Conditional Use Permit (CUP) 2015-29, Variance 2015-03 and Site Plan Review 2015-32. The entitlements, if approved, would have allowed for the establishment of a convenience store at 300 West Olive Avenue in the C1 (Light Commercial) Zone District with a C (Commercial) General Plan land use designation. Conditional Use Permit 2015-28 requested an allowance for the sale of tobacco products and Conditional Use Permit 2015-29 requested the allowance for the sale of beer and wine for off-site consumption. Variance 2015-03 requested a two parking stall reduction from Municipal Code requirements and Site Plan Review 2015-32 guided the required improvements necessary to repurpose the property into a convenience store.

The applicant, Mr. Junaid Lateef, filed an appeal of the Planning Commission denial on December 9, 2015. On January 6, 2016, the City Council, with the approval of the appellant's representatives, scheduled the appeal hearing to April 6, 2016.

Procedurally, in the event of an appeal of a decision of the Planning Commission, the Madera Municipal Code Section 10-3.1310(D) provides that the City Council may, by resolution, affirm, reverse or modify the decision of the Planning Commission. That section also requires that, in

the event it decides to reverse the decision of the Planning Commission, it must make a written finding of fact setting forth where the Planning Commission decision was in error. The Planning Commission prepared a summary report for the City Council, attached herein, which provides the reasons for the Planning Commission denial of the appellant's various entitlement applications.

At the April 6<sup>th</sup> public hearing, representatives of the applicant proposed an altered business model that described the operation of a Punjab ethnic grocery store, not the traditional convenience store business that was proposed to the Planning Commission. Based upon this revised business model, the City Council directed staff to prepare conditions of approval reflective of an ethnic grocery store use. The revised conditions of approval have been included within the attached Resolution of Determination.

### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Although the vision plan supports "sound redevelopment practices" that "encourage viable economic development," an appeal of a Planning Commission denial of the establishment of a convenience store is not directly addressed within the Vision for Madera.

### **FISCAL IMPACT**

The fee assessed for processing an appeal request assists the City in recovering the costs expended in bringing the appeal request to the City Council.

### **ATTACHMENTS**

Resolution of Determination

Planning Commission Report to the City Council

- December 8, 2015 Staff Report
- Letter of Opposition - received December 8, 2015 (After Planning Commission Distribution)
- December 8, 2015 Minutes of Planning Commission

Transcription of December 8, 2015 Planning Commission public hearing

Appellant Submittals

March 28, 2016 Solomon, Saltsman & Jamieson communication

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING A DETERMINATION AFTER HEARING ON APPEAL OF THE PLANNING COMMISSION DECISION DENYING CONDITIONAL USE PERMIT 2015-28, CONDITIONAL USE PERMIT 2015-29, VARIANCE 2015-03 AND SITE PLAN REVIEW 2015-32**

**WHEREAS**, the Planning Commission for the City of Madera denied Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32, pertaining to the establishment of a convenience store proposed by applicant, Mr. Junaid Lateef; and

**WHEREAS**, Mr. Junaid Lateef has filed an appeal of the Planning Commission denial to the City Council, in compliance with section 10-3.1309; and

**WHEREAS**, the Madera Municipal Code provides in section 10-3.1310(D) that the City Council may, by resolution, affirm, reverse or modify the decision of the Planning Commission.

**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. After duly conducting a public hearing on April 6, 2016, to hear the appeal by Mr. Junaid Lateef of the Planning Commission decision denying Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32, and after considering all of the evidence before it, the City Council hereby makes the following decision on said appeal:

\_\_\_\_\_ The Decision of the Madera Planning Commission denying Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32 is affirmed.

(or)

\_\_\_\_\_ The Decision of the Madera Planning Commission denying Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32 is reversed based on the Planning Commission's error that the project would under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the City. The findings and conditions of approval affirm that:

## Findings

- This project is categorically exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) since there will be negligible expansion of the existing use of the structure.
- The establishment of a Punjab ethnic grocery store is consistent with the purposes of the C (Commercial) General Plan land use designation and the C1 (Light Commercial) Zone District which provide for the use.
- Because of the special circumstances of the site, the strict application of zoning regulations deprives the site of privileges enjoyed by similar properties and therefore justifies a two-stall variance in required on-site parking.
- As conditioned, the sale of beer and wine for off-site consumption will not under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the proposed use, or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the City.
- As conditioned, the sale of tobacco and tobacco-related products will not under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the proposed use, or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the City.
- As conditioned, the establishment, maintenance or operation of the Punjab ethnic grocery store will not under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the City.

## **CONDITIONS OF APPROVAL**

### **General Conditions**

1. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by receipt in the Planning Department of the applicant's signature upon an Acknowledgement and Acceptance of Conditions within thirty days of the date of approval for this use permit.
2. Site Plan Review 2015-32 will expire one year from date of issuance, unless positive action is taken on the project as provided in the Municipal Code or action is taken to extend the approval before expiration date (Municipal Code Section 10-3.4.0114, Lapse of Site Plan Approval).

3. Conditional Use Permits 2015-28 and/or 2015-29 may be made null and void without any additional public notice or hearing at any time upon both the benefactors of the use permit and owners of the property voluntarily submitting to the City a written request to permanently extinguish the conditional use permit.
4. The applicant's failure to utilize Conditional Use Permits 2015-28 and/or 2015-29 within one year following the date of this approval shall render the conditional use permit null and void unless a written request for extension has been submitted to and approved by the Planning Commission.
5. Variance 2015-03 will expire and be rendered null and void if the Punjab ethnic grocery store is discontinued for a twelve month period.
6. Conditional Use Permits 2015-28 and 2015-29, Variance 2015-03 and Site Plan Review 2015-32 shall be subject to periodic reviews and inspection by the City to determine compliance with the conditions of approval and applicable codes. If at any time, the use is determined by Staff to be in violation of the conditions of approval, Staff may schedule a public hearing before the Planning Commission within 45 days of the violation to consider revocation of the permit.
7. Any proposed future modifications to the site, including but not limited to building exteriors, parking/loading areas, fence/walls, new buildings or landscaping shall require an amendment to Site Plan Review 2015-32.
8. It shall be the responsibility of the property owner and management to ensure that any required permits, inspections and approvals from any regulatory agency shall be obtained from the concerned agency prior to establishment of the use.

## **Engineering Department**

### General

9. Nuisance on-site lighting shall be redirected as requested by City Engineer within 48 hours of notification.
10. Improvements within the City right-of-way require an Encroachment Permit from the Engineering Department.
11. The improvement plans for the project shall include the most recent version of the City's General Notes.
12. Developer shall pay all required fees for completion of project. Fees due may include but shall not be limited to the following: encroachment permit processing and improvement inspection fees.

### Streets

13. The existing handicap access ramp located at the southwest corner of Olive Avenue and Martin Street shall be reconstructed to meet current City and ADA standards.

### Water

14. The existing and new water service connections shall be upgraded to meet current City standards including water meter located within city right-of-way and a backflow prevention device located within private property.

### Sewer

15. The existing sewer service connection shall be upgraded to meet current City standards. At a minimum, the site shall have a sewer clean out installed per current City standards.

### **Building Department**

16. Building permits are required for any tenant improvements. The uses of all rooms and activity areas shall be identified on any plans submitted for issuance of building permits.
17. Current State of California and federal handicap requirements shall apply to the entire site and all structures and parking thereon. Compliance shall be checked at permit stage and confirmed at final inspection.

### **Fire Department**

18. Portable fire extinguishers are required. One 2A10BC rated fire extinguisher for every 3,000 square feet or fraction thereof.
19. A key box is required for access by emergency responders if not already existing.
20. Submitted plans show an improperly calculated occupant load. Egress paths shall meet California Building Code and California Fire Code standards.

### **Planning Department**

#### 21. Site Data

- Approved Use Punjab Ethnic Grocery Store
- Minimum Parking Requirements 11 stalls
- Parking Provided per Variance 9 stalls on-site plus 2 employee parking stalls
- Building Area 2,790 sq. ft.

A Punjab ethnic grocery store shall mean a store that specializes in the sale of products attributable to the Punjab region of India. Such products should include a variety of grains and spices, fruits and vegetables, snacks and sweets, and other cooking materials important in the preparation of Punjab cuisine. Other regional sundries may also be offered as a component of the business.

### Parking Variance

22. The variance from the Parking Requirements of the Madera Municipal Code shall be granted for the operation of a Punjab ethnic grocery store on the site. The use shall provide no less than nine on-site parking stalls, as well as two additional employee parking stalls to the rear of the structure. No parking stalls shall be removed from service. A change of use shall render the variance null and void and render necessary the recalculation of parking requirements for any new use on the site.
23. On-site parking shall be provided at all times in conformance with the Municipal Code. All required parking shall be permanently maintained with all parking spaces as shown on the submitted site plan. Any modifications in the approved parking layout shall require approval by the Planning Commission.
24. The storage structure located at the rear (south) of the structure shall only be used as employee parking. No alternative use of the 450 square foot structure entitled within SPR 2009-18 shall be permitted. No storage or alternative activity, other than the parking of an employee vehicle, shall occur in the storage structure at any time.
25. Employees shall park only in the area located at the rear of the building. Employee parking is prohibited in the primary parking lot in the front of the building and along the Martin Street/Olive Avenue street frontages.

### Site Operations

26. Vandalism and graffiti shall be corrected per the Madera Municipal Code.
27. No outdoor display of merchandise shall be allowed.
28. The Punjab ethnic grocery store may be open from as early as 7:00 a.m. until as late as 10:00 p.m., seven days a week.
29. The applicant shall operate in a manner that does not generate significant noise, odor or vibration that adversely affects any adjacent properties.
30. The applicant shall comply with all federal, state and local laws. Material violation of any applicable laws concerning the use will be cause for revocation of this permit.
31. The property owner, operator and/or manager shall keep the property clear of all trash, rubbish and debris at all times; and dumping of refuse shall be restricted to the dumpster and/or refuse containers owned by the property owner. Refuse containers shall be stored in the gated storage area to the south of the Punjab ethnic grocery store structure.

32. The property owner shall maintain all landscaping in a healthy and well-manicured appearance to achieve and maintain the landscaping. This includes, but is not limited to, ensuring properly operating irrigation equipment at all times, trimming and pruning of trees and shrubs, and replacing dead or unhealthy vegetation with drought tolerant plantings.
33. All signage shall be in compliance with the Madera Sign Ordinance at all times. All signage is required to have an approved Sign Permit issued by the Planning Department per MMC §10-6.

#### Site Improvements

34. Building elevations shall be consistent with approved elevation exhibits, including, but not limited to, a complete repainting of the structure consistent with the submitted colors and materials board, a new composition roof, and stone wrapped columns. Consistent with submittals, the lattice panels shall be removed as a component of the refresh.
35. Any deviation from the proposed refresh/remodel of the structure shall require Planning Manager approval.
36. A detailed landscape and irrigation plan shall be submitted to the Planning Department for review and approval. The applicant shall demonstrate compliance with the State's Model Water Efficient Landscape Ordinance. Any deviation from the plan shall require prior written request and approval. Removal or modification shall be at developer's expense. Shade trees are required at one per three parking stalls provided. The plan shall be submitted to the Planning Department within thirty (30) days of this approval. All landscaping shall be installed within ninety (90) days after Planning Department approval.
37. All walls and fences shall be painted to match the primary color of the structure.

#### Tobacco and Tobacco Related Sales

38. This use permit allows for the sale of cigarettes in either single packs or cartons of ten or fewer packs. Other tobacco and tobacco-related products allowed for sale at the Punjab ethnic grocery store shall be:
  - Smokeless tobacco
  - Roll-your-own pouched/canned cigarette tobacco
  - Cigars and cigarillos
  - Rolling papers
39. Other tobacco and tobacco-related products not allowed for sale at the Punjab ethnic grocery store shall be:
  - Vape products, including juices
  - Hookah products, including hookah tobacco/charcoal
  - E-cigarettes
  - Pipes and pipe tobacco

40. Drug related paraphernalia such as bonges, pipes and other products meant for use with non-tobacco substances as determined by the Planning Manager, are strictly prohibited.
41. All tobacco and tobacco related products shall be secured behind a counter or other fixture, unavailable to the public except with the assistance of a store employee.
42. No promotional signage and/or displays promoting tobacco and/or tobacco related products shall be utilized in any way by the Punjab ethnic grocery store.
43. The applicant shall post "No Smoking" signage to the extent required by law.

#### Beer and Wine Sales

44. A maximum of 10 percent of the retail floor area may be devoted to beer and wine sales. Retail floor area shall mean those areas directly accessible to customers, physically and visually.
45. There shall be no exterior advertising or signs of any kind or type placed in the exterior windows or door of the premises promoting or indicating the availability of alcoholic beverages. Signs promoting alcoholic beverages shall not be visible from the exterior of the structure.
46. All indoor display(s) of alcoholic beverages shall be located five feet or more away from the store entrance.
47. The applicant shall regularly monitor the area under its control to prevent the loitering of persons about the premises.
48. The applicant shall post signs in the area under its control prohibiting open containers and loitering at the location, and stating that no loitering will be tolerated.
49. There shall be no coin operated video or arcade games. No adult magazines or videos shall be sold.
50. Digital security cameras shall be installed to monitor the interior and exterior of the premises. Footage shall be maintained in a digital format of not less than thirty (30) days. Footage will be shared with law enforcement upon request.
51. Cooler doors for alcoholic beverage products will be locked during hours when alcoholic beverages may not be sold.
52. On-site consumption at any time is prohibited.
53. Sale of beer shall occur in packs of six or greater. However, 24-ounce bottled imported and/or specialty craft beers not normally sold in multi-package

containers may be sold individually.

54. Sale of 32-ounce to 40-ounce beer and malt beverage products shall be prohibited.
55. Sale of wine coolers shall occur in no less than packs of four.
56. Sale of wine shall not be sold in containers less than 750 ml.
57. No malt liquor or fortified wine products shall be sold.
58. No display of alcohol shall be made from an ice tub, barrel or similar container.
59. No sale or distribution of alcoholic beverages shall be made from a drive-up or walk-up window.
60. The applicant shall implement an alcohol sales training program to train all employees regarding the responsible retailing of alcoholic beverages.
61. The applicant shall obtain a legal beer and wine sales license (Type 20) from the California Department of Alcoholic Beverage Control ("ABC") and shall comply with all applicable ABC requirements.
62. A performance review of the Punjab ethnic grocery store shall be completed in six months. Compliance with the conditions of approval and completion of all improvements required herein shall be confirmed at that time.

(or)

\_\_\_\_\_ The Decision of the Madera Planning Commission denying Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32 is modified in following aspects:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. This Resolution is effective immediately upon adoption.

\* \* \* \* \*

# PLANNING COMMISSION REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:  
April 6, 2016

AGENDA ITEM NUMBER:  
\_\_\_\_\_

**Subject:** Presentation of report from the Planning Commission to the City Council in connection with the appeal of the Planning Commission denial of Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32, and request for comment and direction to staff.

## DISCUSSION

The proposed report to the City Council in connection with the appeal of a Planning Commission decision will be prepared for the Planning Commission Chairperson's signature. With Planning Commission approval, the report will set forth the following:

On December 8, 2015, the Planning Commission, after considering all the facts presented to it, including staff's report (attached) and public testimony from the applicant and the public, determined to deny Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32, which cumulatively requested the establishment of the Captain Mart convenience store. CUP 2015-28 requested an allowance to sell tobacco products as a component of a convenience store. CUP 2015-29 requested an allowance for the sale of beer and wine as a component of a convenience store. VAR 2015-03 requested a two-stall reduction in required parking and SPR 2015-32 guided improvements necessary to comply with the General Plan and Municipal Code.

The Planning Commission denied the applications for the following reasons:

- Proximity of other similar businesses – “too many convenience stores in Madera” and in the surrounding area.
- The nature of the business would impact the redevelopment of the Bethard Square shopping center.
- Proximity of project to schools – tobacco and alcohol “within a minimart, which attracts children, which is within a major walking route to and from school is not a good location for that use.”
- Health and welfare of the community – “the issue is . . . with protecting the welfare of this community, the concentration of this area and not just this zone.”

The applicant's letter of appeal calls out that “the commission failed to approve the Conditional Use Permit for alcoholic beverage sales despite the fact that the law moratorium and exception to the moratorium were provided.” Although the appeal references a moratorium and exception, the Commission's decision was not dependent upon the existence of a moratorium and/or exception, but rather the concerns regarding the particular circumstances of the proposed project at the proposed location.

## ATTACHMENTS

Staff Report

Letter of Opposition received - December 8, 2015 (After Planning Commission Distribution)

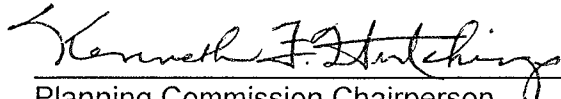
Minutes of Planning Commission - December 8, 2015

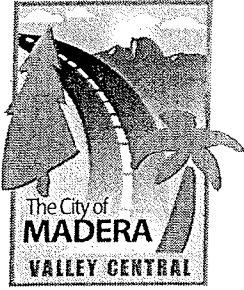
**ATTACHMENTS**

Staff Report

Letter of Opposition received - December 8, 2015 (After Planning Commission Distribution)

Minutes of Planning Commission - December 8, 2015

  
\_\_\_\_\_  
Planning Commission Chairperson



# CITY OF MADERA PLANNING COMMISSION

205 W. Fourth Street  
Madera CA 93637  
(559) 661-5430

## Staff Report: Captain Mart & Wireless CUP 2015-28, CUP 2015-29, VAR 2015-03, SPR 2015-32 & Categorical Exemption Item #4 – December 8, 2015

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**PROPOSAL:** An application for a two stall variance from the parking standards of the Municipal Code, a conditional use permit to allow for the sale of tobacco products, a conditional use permit to allow for the sale of beer and wine in association with the operation of a convenience store, and site plan review to memorialize improvements as required a result of the repurposing of the site.

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**APPLICANT:** Juniad Lateef

**OWNER:** Naheed Akhtar

**ADDRESS:** 300 West Olive Avenue

**APN:** 012-051-016

**APPLICATION:** CUP 2015-28, CUP 2015-29,  
VAR 2015-03 & SPR 2015-32

**CEQA:** Categorical Exemption

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**LOCATION:** The property is located on the on the southwest corner of West Olive Avenue and Martin Street.

**STREET ACCESS:** The site has access to West Olive Avenue and Martin Street.

**PARCEL SIZE:** Approximately 11,400 square feet

**GENERAL PLAN DESIGNATION:** C (Commercial)

**ZONING DISTRICT:** C1 (Light Commercial)

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**SITE CHARACTERISTICS:** The project site has historically been used as a wireless cell phone store. There is commercial development to the north, west, and east, with residential uses to the south.

**ENVIRONMENTAL REVIEW:** This project is categorically exempt under §15301 (Existing Facilities) of CEQA Guidelines.

**SUMMARY & RECOMMENDATION:** The repurposing of the site to a convenience store with wireless sales can be made compatible within its surrounding and consistent with the goals and policies of the General Plan. Staff recommends conditional approval of the three-stall parking variance, the conditional use permit for cigarette sales and the required site plan review. There is not support for approval of the conditional use permit allowing for the sale of beer and wine.

## **APPLICABLE CODES AND PROCEDURES**

MMC § 10-3.4.0102 Site Plan Review Applicability  
MMC § 10-3.405 Uses  
MMC § 10-3.1301 Use Permits  
MMC § 10-3.1202 Parking Spaces Required  
MMC § 10-3.1401 Variances  
Business and Professions Section 23817.5

The City's Zoning Ordinance allows for the granting of a use permit by the Planning Commission subject to the Planning Commission being able to make findings that the establishment, maintenance or operation of the use or building will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.

If the Commission cannot make the appropriate findings, the use permit should be denied. Conditions may be attached to the approval of the use permit to ensure compatibility. Project design may be altered and on or off-site improvements required in order to make the project compatible with nearby uses. In addition, the application may be subject to further review, modification or revocation by the Commission as necessary.

Where practical difficulties, unnecessary hardships, or results inconsistent with the general purposes of the Zoning Ordinance may result from the strict and literal application of any of the provisions of the ordinance, a variance may be granted by the Planning Commission. If the Commission cannot make the appropriate findings in support of the requested variance, the variance should be denied.

## **PRIOR ACTION**

Site Plan Review 2009-18 was completed November, 2009. The site plan review allowed for the addition of an approximately 450 square foot storage space behind the structure. The addition was proposed for the storage of the business owner's car.

Preliminary Project Review 2015-16, completed on October 9, 2015, provided comments to the applicant on the proposal to convert the property to a convenience store use. Included in those comments in opposition to the sale of alcohol, recommending "denial, as this area is sufficiently served by current licenses."

## **ANALYSIS**

### Background

The site functioned as a wireless cell phone store, Captain Kirk's Wireless, for approximately the last 15 years. The applicant purchased the property with the intention of operating a convenience store. This application for two use permits, variance, and site plan review would allow for the conversion of the site from a retail shop to a convenience store. The store would sell bottled and canned sodas, water, and snacks such as chips and candy. Cell phones and wireless service are proposed to be integrated into the overall business model of the store.

### Tobacco Sales

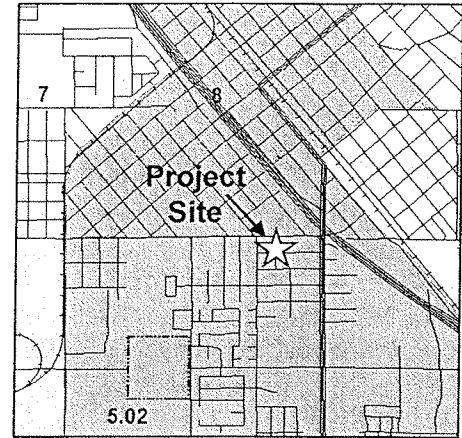
The Planning Commission, at its September 8, 2015 public hearing, determined the sale of tobacco and tobacco related products and sundries would require the approval of a use permit. The Commission acknowledged concerns that tobacco sales be located sensibly within the

commercial areas of the city, mindful of surrounding land uses. The proposed Captain Mart and Wireless is a sufficient distance from sensitive populations. Recommended conditions of approval prohibit the sale of drug related paraphernalia, and limit sales to cigarettes and tobacco only. Therefore, staff recommends approval of Conditional Use Permit 2015-28 for tobacco sales.

### Alcohol Sales

The applicant has applied with the California Department of Alcoholic Beverage Control (ABC) for a new Type 20 Off-sale beer and wine license. The project site is in Census Tract 5.02. The Census Tract is not over concentrated, with eight off-sale licenses existing where ten licenses are allowed.

However, the County of Madera is under a State of California moratorium for the issuance of new Type 20 licenses. In 1998, a State law was amended to permanently establish a moratorium on the issuance of off-sale beer and wine licenses (Type 20) in cities and counties where the ratio of Type 20 licenses exceeds one for each 2,500 inhabitants. Since at least 2005, Madera County has been included in the list of moratorium counties. This application was circulated to all applicable City departments. The City of Madera Police Department stated, "The Department believes this community is sufficiently well served, and the State-approved moratorium should be observed." Staff has noted the concentration of alcohol sales in close proximity to this use, and due to the State moratorium, is not in support of this application for the issuance of a new Type 20 license.



It is important to note that there would be staff support for the request if the request was for the transfer of an existing Type 20 license. A transferred license would not exacerbate the state's moratorium since it would not increase the number of Type 20 licenses within the County of Madera. The Commission has approved numerous Type 20 transfers over the history of the moratorium. Most recently, the Commission approved a Type 20 transfer for the Las Palmas Market on July 8, 2014.

Staff can confirm at least one new Type 20 license has been approved since the state moratorium has been in effect for Madera County. The Family Mart on Howard and Pine was approved in September of 2012. This past oversight does not lead staff to change its recommendation of denial for this application. Even enforcement of the moratorium has been in place since 2005. Prior decision-makers could have employed differing policies than currently practiced.

### Site Plan

In an effort to meet the goals and policies of the current General Plan, the applicant has proposed to update the building facia. The poposed elevations include new paint colors, a new composition roof, and stone wrapped columns. Landscaping will also be refreshed to meet current requirements for drought tollerant designs. The proposed improvements will increase the archetechtural value of the structure and provide for an updated site, consistant with current City standards.

### Parking

The City of Madera parking ordinance requires food stores to provide one onsite parking stall for each 250 square feet of store area. The site was developed as a 2,790 square foot general retail store with nine (9) parking stalls at a ratio of one (1) stall per 300 square feet. The conversion of the structure to a convenience store requires eleven (11) parking stalls at a ratio of one (1) stall per 250 square feet. With only nine (9) onsite parking stalls provided, a variance is required.

Ordinance provides for a variance where practical difficulties, unnecessary hardships, or results inconsistent with the general purposes of the Zoning Ordinance may result from the strict and literal application of any of the provisions of the ordinance. From a conservative perspective, the change of use of the property creates a self-inflicted hardship since no variance would be necessary to establish any one of the many uses allowed with a less restrictive parking requirement (such as the previous phone store). Within a more liberal interpretation, the proposal to utilize space at the rear of the structure as parking specific to employees provides a logical rationale that gives justification for the variance. It is recommended that the variance be granted with the condition that requires employees to park only in the area located at the rear of the building, taking access to that area from Martin Street. No employee parking should occur in the primary parking lot in the front of the building or along the Martin Street frontage. Additionally, the storage structure located at the rear of the structure originally proposed to serve as an employee garage should only be used as an employee parking stall. No alternative use of the 450 square foot structure entitled within SPR 2009-18 should be permitted. No storage or alternative activity, other than the parking of an employee vehicle, should occur at any time.

This proposed conditional use permits, variance, and site plan review were reviewed by various City Departments and outside agencies. The responses and recommendations have been incorporated into the recommended conditions of approval included in this report.

Staff was contacted by an individual, a nearby property owner, who expressed concern with the parking variance. The individual stated that without sufficient on-site parking to serve this use, overflow parking would negatively affect his property at 200 West Olive Avenue. His letter is attached as an exhibit to this report.

A second individual, also a nearby property owner/business owner submitted a letter of opposition citing concerns with a convenience store offering alcohol and cigarettes. His letter is attached as an exhibit to this report.

## **CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Though approval of a convenience store is not specifically addressed in the vision or action plans, the overall project does indirectly support **Action 115.2** – *As a component of the General Plan Update, increase retail outlets and promote Shop Madera ...*”

## **SUMMARY OF RECOMMENDATIONS**

The information presented in this report supports conditional approval of one of the use permits, variance, and site plan review.

## **PLANNING COMMISSION ACTION**

The Planning Commission will be acting on the Conditional Use Permits, Variance, and Site Plan Review.

Motion 1a: Move to approve Conditional Use Permit 2015-28, Variance 2015-03, and Site Plan Review 2015-32 based on and subject to the following findings and conditions of approval:

### Findings

- This project is categorically exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) since there will be negligible expansion of the existing use of the structure.

- The establishment of a convenience store is consistent with the purposes of the C (Commercial) General Plan land use designation and the C1 (Light Commercial) Zone District which provide for the use, subject to the issuance of a conditional use permit.
- As conditioned, the convenience store will be compatible with surrounding properties.
- Because of the special circumstances of the site, the strict application of zoning regulations deprives the site of privileges enjoyed by similar properties and therefore justifies a reduction in required on-site parking and an allowance for the issuance of a conditional use permit to establish a church on the property.
- As conditioned, the establishment, maintenance or operation of the use will not under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the City.

### **CONDITIONS OF APPROVAL**

#### **General Conditions**

1. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by receipt in the Planning Department of the applicant's signature upon an Acknowledgement and Acceptance of Conditions within thirty days of the date of approval for this use permit.
2. Site Plan Review 2015-32 will expire one year from date of issuance, unless positive action is taken on the project as provided in the Municipal Code or action is taken to extend the approval before expiration date (Municipal Code Section 10-3.4.0114, Lapse of Site Plan Approval).
3. The use permit may be made null and void without any additional public notice or hearing at any time upon both the benefactors of the use permit and owners of the property voluntarily submitting to the City a written request to permanently extinguish the conditional use permit.
4. The applicant's failure to utilize this use permit within one year following the date of this approval shall render the conditional use permit null and void unless a written request for extension has been submitted to and approved by the Planning Commission.
5. Conditional Use Permit 2015-28 will expire and be rendered null and void if the use is discontinued for a twelve month period.
6. This use permit shall be subject to periodic reviews and inspection by the City to determine compliance with the conditions of approval and applicable codes. If at any time, the use is determined by Staff to be in violation of the conditions of approval, Staff may schedule a public hearing before the Planning Commission within 45 days of the violation to consider revocation of the permit.
7. Any proposed future modifications to the site, including but not limited to building exteriors, parking/loading areas, fence/walls, new buildings or landscaping shall require an amendment to this site plan review.

8. It shall be the responsibility of the property owner and management to ensure that any required permits, inspections and approvals from any regulatory agency shall be obtained from the concerned agency prior to establishment of the use.

## **Engineering Department**

### General

9. Nuisance on-site lighting shall be redirected as requested by City Engineer within 48 hours of notification.
10. Improvements within the City right-of-way require an Encroachment Permit from the Engineering Department.
11. The improvement plans for the project shall include the most recent version of the City's General Notes.
12. Developer shall pay all required fees for completion of project. Fees due may include but shall not be limited to the following: encroachment permit processing and improvement inspection fees.

### Street

13. The existing handicap access ramp located at the southwest corner of Olive Avenue and Martin Street shall be reconstructed to meet current City and ADA standards.

### Water

14. Existing and new water service connections shall be upgraded to meet current city standards including water meter located within city right-of-way and a backflow prevention device located within private property.

### Sewer

15. Existing sewer service connection shall be upgraded to meet current City standards, at minimum site shall have a sewer clean out installed per current City standards.

## **Building Department**

16. Building permits are required for any tenant improvements. The uses of all rooms and activity areas shall be identified on any plans submitted for issuance of building permits.
17. Current State of California and federal handicap requirements shall apply to the entire site and all structures and parking thereon. Compliance shall be checked at permit stage and confirmed at final inspection.

## **Fire Department**

18. Portable fire extinguishers are required. One 2A10BC rated fire extinguisher for every 3,000 square feet or fraction thereof.
19. A key box is required for access by emergency responders if not already existing.

20. Submitted plans show an improperly calculated occupant load. Egress paths shall meet California Building Code and California Fire Code standards.

### Planning Department

21. This use permit allows for the sale of cigarettes and other tobacco products. Drug related paraphernalia such as bong, pipes and other products meant for use with non-tobacco substances as determined by the Planning Manager, is strictly prohibited.
22. Site Data
- |                                 |   |
|---------------------------------|---|
| • Approved Use                  | Convenience Store                               |
| • Minimum Parking Requirements  | 11 stalls                                       |
| • Parking Provided per Variance | 9 stalls on-site plus 2 employee parking stalls |
| • Building Area                 | 2,790 sq. ft.                                   |
23. The variance from the Parking Requirements of the Madera Municipal Code shall be granted for the operation of a convenience store on the site. The use shall provide no less than nine on-site parking stalls, as well as two additional employee parking stalls to the rear of the structure. No parking stalls shall be removed from service. A change of use shall render the variance null and void and cause for the recalculation of parking requirements for any new use on the site.
24. Vandalism and graffiti shall be corrected per the Madera Municipal Code.
25. No outdoor display of merchandise shall be allowed.
26. The applicant shall operate in a manner that does not generate significant noise, odor or vibration that adversely affects any adjacent properties.
27. The property owner, operator and/or manager shall keep the property clear of all trash, rubbish and debris at all times; and dumping of refuse shall be restricted to the dumpster and/or refuse containers owned by the property owner.
28. Building elevations shall be consistent with approved elevation exhibits, including, but not limited to, a complete repainting of the structure, consistent with the submitted colors and materials board, a new composition roof, and stone wrapped columns. Any alteration shall require Planning Director approval.
29. The property owner shall maintain all landscaping in a healthy and well-manicured appearance. This includes, but is not limited to, ensuring properly operating irrigation equipment at all times, trimming and pruning of trees and shrubs, mowing lawns consistent with industry standards, and replacing dead or unhealthy vegetation with drought tolerant plantings.
30. The applicant shall comply with all federal, state and local laws. Material violation of any applicable laws concerning the use will be cause for revocation of this permit.
31. The use shall be subject to periodic reviews and inspection by the City to determine compliance with the conditions of approval and applicable codes. If at any time, the use is determined by Staff to be in violation of the conditions, Staff may schedule a public hearing before the Planning Commission within 45 days of the violation to determine whether revocation of the permit or modification of the conditions of approval is appropriate.

32. On-site parking shall be provided at all times in conformance with the Municipal Code. All required parking shall be permanently maintained with all parking spaces as shown on the submitted site plan. Any modifications in the approved parking layout shall require approval by the Planning Commission.
33. The storage structure located at the rear of the structure should only be used as an employee parking stall. No alternative use of the 450 square foot structure entitled within SPR 2009-18 shall be permitted. No storage or alternative activity, other than the parking of an employee vehicle, shall occur at any time.
34. Employees shall park only in the area located at the rear of the building. Employee parking is prohibited in the primary parking lot in the front of the building and along the Martin Street frontage.
35. A detailed landscaping plan shall be submitted to the Planning Department for review and approval. The applicant shall demonstrate compliance with the State's Model Water Efficient Landscape Ordinance. Any deviation from the plan shall require prior written request and approval. Removal or modification shall be at developer's expense. Shade trees are required at one per three parking stalls provided. The plan shall be submitted to the Planning Department within thirty (30) days of this approval. All landscaping shall be installed within ninety (90) days after Planning Department approval.
36. The property owner shall maintain all landscaping in a healthy and well-manicured appearance to achieve and maintain the landscaping. This includes, but is not limited to, ensuring properly operating irrigation equipment at all times, trimming and pruning of trees and shrubs, and replacing dead or unhealthy vegetation with drought tolerant plantings.
37. All signage shall be in compliance with the Madera Sign Ordinance. All signage is required to have an approved Sign Permit issued by the Planning Department per MMC §10-6.

**(AND)**

Motion 1b: Move to deny the application for Conditional Use Permit 2015-29, based on and subject to the following findings:

Findings

- A State moratorium which restricts the issuance of new Type 20 licenses in counties where the ratio exceeds one for each 2,500 inhabitants applies to Madera County. The project site is located in Madera County and the applicant has applied for a new Type 20 license.
- The immediate area is sufficiently served for alcohol sales.
- The sale of beer and wine for off-site consumption will under the circumstances of this particular case, would be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the proposed use, or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the City.

**(OR)**

Motion 2: Move to continue the application for Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03, and Site Plan Review 2015-32 to the January 12, 2016 Planning Commission meeting for the following reasons or in order for the following information to be provided: (specify)

**(OR)**

Motion 3: Move to deny the application for Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03, and Site Plan Review 2015-32, based on and subject to the following findings: (specify)

**ATTACHMENTS**

Aerial Photo

Site Plan

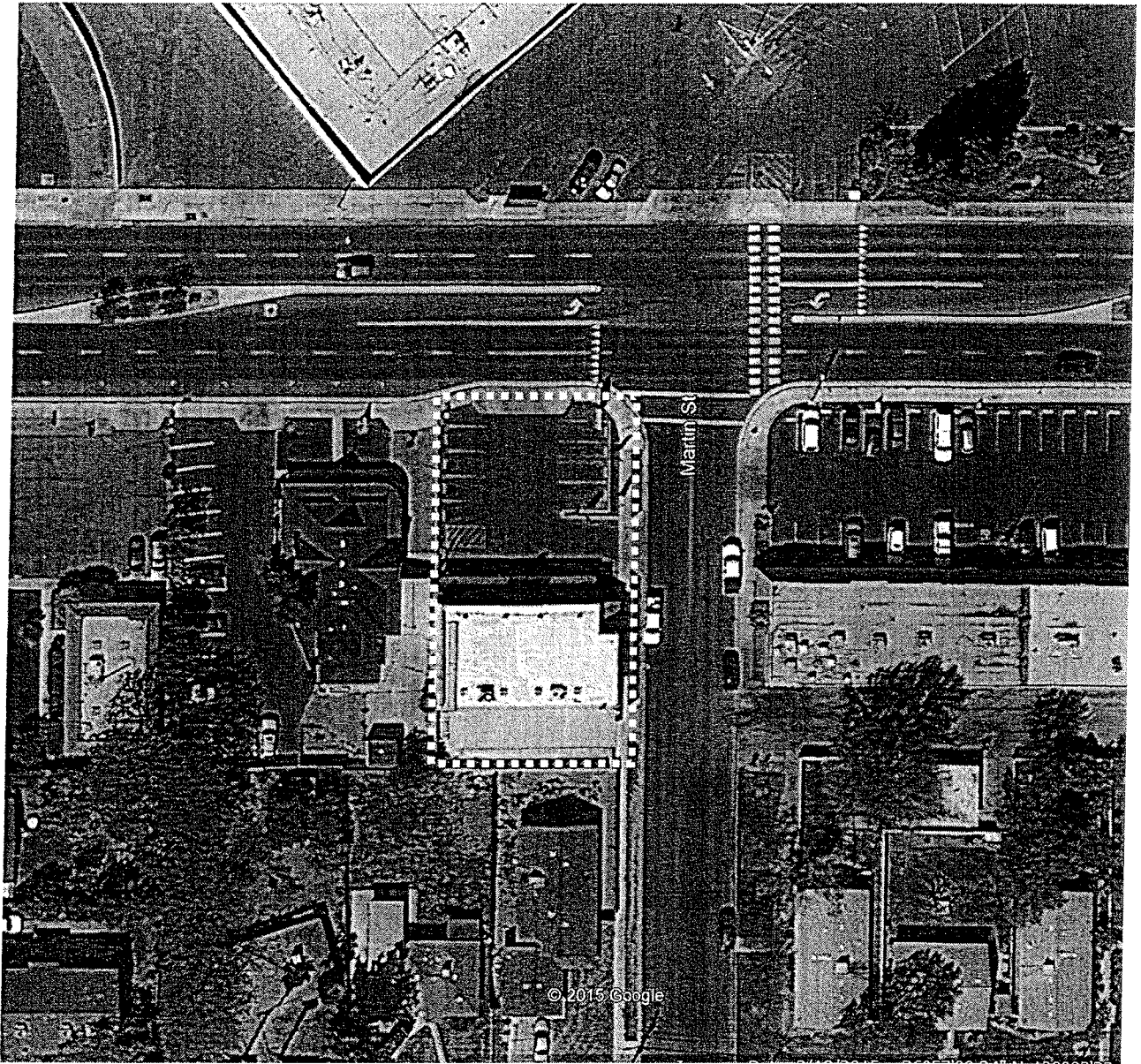
Floor Plan

Elevations

Letter of Opposition received 12/02/2015

Letter of Opposition received 12/03/2015

Aerial Photo





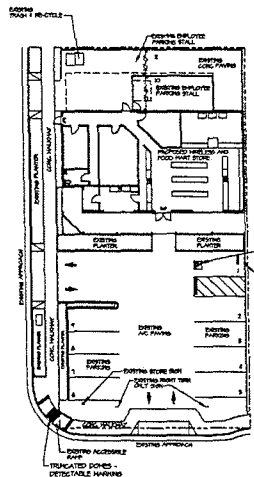
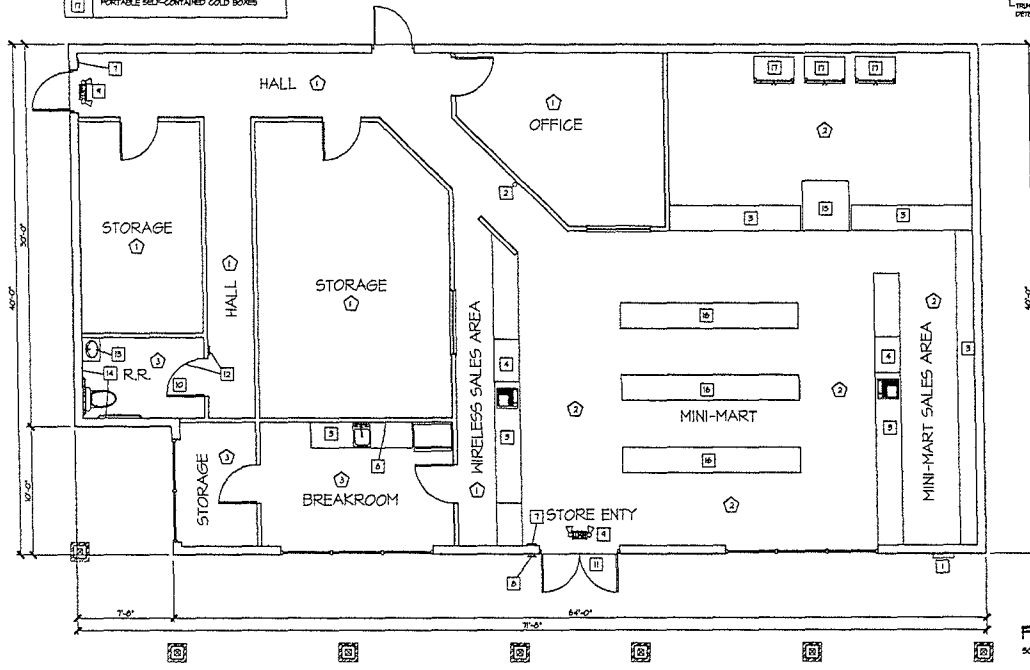
FLOOR PLAN NOTED	
ITEM	DESCRIPTION
1	EXISTING ELECTRICAL SERVICE PANEL
2	PROVIDE A 2 1/2" DIA. PORTABLE FIRE EXTINGUISHER AS SHOWN
3	PLASTIC LAMINATE COUNTERTOP
4	36" HIGH AREA OF COUNTER TO BE MAX OF 40" ABOVE FIN FLOOR & REGISTER
5	CASH REGISTER
6	1/4" HIGH MARSHALL MASONITE HANDCOAT
7	TACTILE EXIT SIGN - SEE SHEET K1 FOR DETAIL
8	1/4" SQ SYMBOL OF ACCESSIBILITY DECAL SEE SHEET K1
9	ILLUMINATED EXIT SIGN OVER DOOR BY EMERGENCY LIGHTING WITH BATTERY BACKUP POWER
10	PROVIDE A SELF CLOSER & RUL DOOR
11	PROVIDE A SIGN OVER THIS DOOR TO READ: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED USE 1" HIGH LETTERS ON A CONTRASTING BACKGROUND
12	PROVIDE UNDER FRESH ROOM DRAINAGE FOR R.R. & HALL 1 DOOR FOR SHEET K1
13	EXISTING LAVATORY IN S.S. PAPER TOWEL DISPENSER & TRASH RECEPTACLE & R.R.
14	1/4" HIGH MARSHALL MASONITE HANDCOAT FOR TYP. INSIDE ALL REST ROOMS
15	EXISTING RAMP UP APPROX. 10"
16	CONDOLAS
17	PORTABLE SELF-CONTAINED COIL BOXES

**BUILDING AREAS:**

SPACE	OCC.	AREA	OCC. LOAD
FOOD MART INTERIOR	M	170 SQ. FT.	170 / 200 = 0.85
OFFICE / STORAGE / R.R.	D	127 SQ. FT.	127 / 200 = 0.635
WIRELESS SALES	M	503 SQ. FT.	503 / 200 = 2.515
<b>TOTAL BUILDING AREA</b>		<b>270 SQ. FT.</b>	

**ROOM FINISH SCHEDULE**

ITEM	FLOOR	HALLS	CELING
1	CARPET	GYP. BD. TEXTURE & PAINT, COLOR TO BE SELECTED BY OWNER. PAINT TO BE SEMI-GLOSS	SUSPENDED ACCUSTICAL TILES
2	CERAMIC TILE	GYP. BD. TEXTURE & PAINT, COLOR TO BE SELECTED BY OWNER. PAINT TO BE SEMI-GLOSS W/ LIGHT REFLECTIVE VALUE OF 70% OR GREATER	SUSPENDED ACCUSTICAL TILES
3	SHEET VINYL LINOLEUM FLOORING WITH AN INTERNAL COVE, EXTENDING 4" MIN. UP THE WALL, FORMING A 500' MIN. RADIUS COVE.	GYP. BD. TEXTURE & PAINT, COLOR TO BE SELECTED BY OWNER. PAINT TO BE SEMI-GLOSS W/ LIGHT REFLECTIVE VALUE OF 70% OR GREATER	GYP. BD. TEXTURE & PAINT, COLOR TO BE SELECTED BY OWNER. PAINT TO BE SEMI-GLOSS W/ LIGHT REFLECTIVE VALUE OF 70% OR GREATER



**SITE PLAN**  
SCALE: 1/4" = 1'-0"

**THIS IS A TENANT IMPROVEMENT ONLY. THIS BUILDING SHELL / SITE HAS BEEN CONSTRUCTED UNDER A PREVIOUS AND SEPERATE PERMIT.**

**Scope Of Work**

THIS INTERIOR IMPROVEMENT TO INCLUDE RELOCATION OF PORTABLE DISPLAY CABINETS AND COUNTER ONLY, WITH NO CHANGES AND OR ALTERATIONS TO EXISTING PLUMBING, MECHANICAL, ELECTRICAL LIGHTING OR POWER AREAS OF FLOOR COVERING TO CHANGE AS NOTED IN PLAN.

**FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

**TENANT IMPROVEMENT PLAN**

**Site Data**

SITE ADDRESS:	300 M OLIVE AVE MADERA, CA 93651
ASSESSOR'S PARCEL NO.:	021-091-0214
PROPERTY ZONE:	C-1
LOT AREA:	10500 SQ. FT.
LATITUDE:	36.552617°
LONGITUDE:	-120.054417°
SOIL SITE CLASS:	U
SEISMIC METHOD:	CONV. LIGHT-FRAMING
SEISMIC IMPORTANCE FACTOR:	1
CLIMATE ZONE:	1B

**Allowable Area Calculation**

OCCUPANT TYPE: B/H  
 $1000 + 1000 \times 0.75 = 1750$   
 $1750 \times 1.25 = 2187.5$

$A = (A_1 + A_2 \times C_1) \times (A_3 + C_2)$  (Equation 5-1)

where:  
 A = Allowable building area per square foot  
 A<sub>1</sub> = Effective building area per story in accordance with Table 5-1 (square feet)  
 A<sub>2</sub> = Area increase factor due to setbacks as calculated in accordance with Section 516.2  
 C<sub>1</sub> = Area increase factor of the applicable jurisdiction as called out in accordance with Section 516.3  
 A<sub>3</sub> = 50% Footcandle Increase. Every building shall comply with the provisions of this section. When a building has more than 25 percent of its gross floor area used for office space, parking in common areas of 25 feet (7.62m) must. The increase shall be determined in accordance with the following:  
 $F_1 = (F_2 / P) - 0.25 \times 1.75$  (Equation 5-2)  
 where:  
 F<sub>1</sub> = Area increase per footcandle  
 F<sub>2</sub> = Building footprint that fronts on a public way or open space exceeding 25 feet (7.62m) in any open space within 100 feet

**Exits required per Occ. Load**

FOOD MART AREA = 170 SQ. FT. / 200 = 0.85  
 OFFICE / STORAGE AREA = 127 SQ. FT. / 200 = 0.635  
 WIRELESS SALES AREA = 503 SQ. FT. / 200 = 2.515  
 OCCUPANT LOAD = 21  
 1 - EXIT REQS. - 1 PROVIDED  
 MAX. TRAVEL DISTANCE IS 40'-0" MAX. 17' WALK DISTANCE

**Parking required per Occ.**

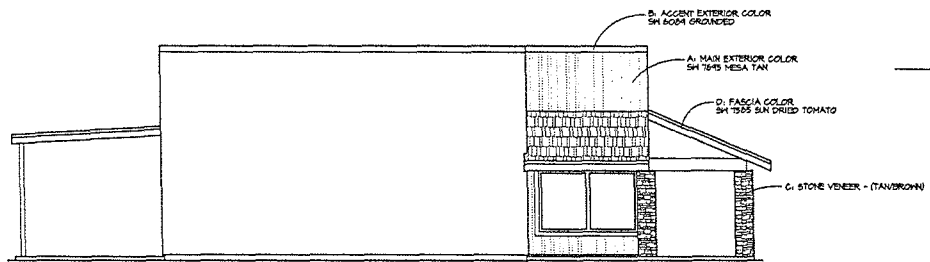
OCCUPANT TYPE - M FOOD-MART 270 SQ. FT. / 200 = 1.35  
 TOTAL PARKING STALLS REQUIRED = 8 STALLS  
 TOTAL PARKING STALLS PROVIDED = 8 STALLS

PLANS PROVIDED BY:  
**TERRY ARMENTROUT DRAFTING, INC.**  
 2671 WABE DRIVE  
 MADERA, CA 93651 (559) 871-4441  
 PROJECT SITE: 300 M OLIVE AVE, MADERA, CA 93651

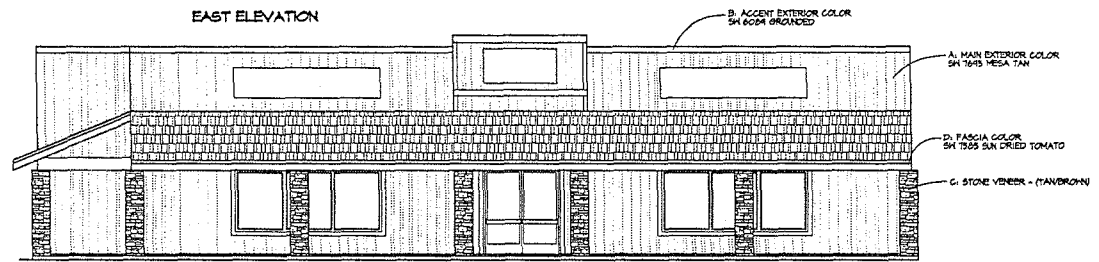
PLANS FOR:  
**JUNAD LATEEF**  
 2671 WABE DRIVE  
 MADERA, CA 93651 (559) 871-4441  
 PROJECT SITE: 300 M OLIVE AVE, MADERA, CA 93651

Drawn by:  
**T. ARMENTROUT**  
 Checked by:  
**JL**  
 DATE:  
**08/15/2015**  
 AS NOTED  
 300 M OLIVE AVE  
**S.1**

**Floor Plan**



EAST ELEVATION

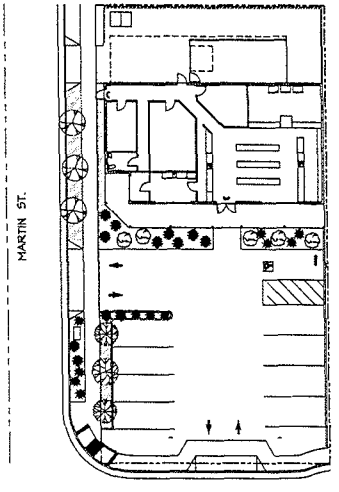


NORTH ELEVATION

Landscape Schedule

- ⊙ EXISTING TRIDENT MAPLE - ACER BURGERSANUM 15 GAL.
- ⊙ CHAMENOR - CINNAMOMUM CAMPHORA 15 GAL.
- ⊙ AUTUMN PURPLE ASH - FRAXINUS AMERICANA 'AUTUMN PURPLE' 15 GAL.
- GAZANIAS - AZTEG & YELLOW 1 GAL. PLANTED @ 2'-0" o.c. TYP.
- ⊙ RAPHIOLEPIS RAPHI BALLARINA 5 GAL. PLANTED @ 3'-0" o.c. TYP.
- ★ MANDINA DWARF 1 GAL. PLANTED @ 2'-0" o.c. TYP.
- ⊙ LOROPETALUM 5 GAL. CHARENSE PURPLE PLANTED @ 3'-0" o.c. TYP.
- ☐ HUMUS - SPREAD

NOTE: PROVIDE AN ALL DRIP STYLE IRRIGATION SYSTEM WITH APPROVED BACK FLOW PREVENTION DEVICE AND A SEPERATE SHUT OFF VALVE TO SYSTEM.



LANDSCAPE PLAN

EXTERIOR ELEVATIONS  
TENANT IMPROVEMENT PLAN

PLANS PREPARED BY:  
TERRY ARMENTROUT DRAFTING INC.  
Terry ArmentROUT  
1000 ROSALES DRIVE  
MADERA, CA 95361 (559) 674-1174  
tad@armentROUT.com jph@armentROUT.com

DATE:	
SCALE:	

PROJECT NO.:	
DATE:	

CLIENT:  
JUNAID LAITEEF  
2671 WARE DRIVE  
MADERA, CA 95361 (559) 871-4441  
PROJECT SITE: 300 N. OLIVE AVE., MADERA, CA 95361

PLANS FOR:

DATE:	11/2/2015
BY:	JAL
CHECKED BY:	TAD
PROJECT:	300 N. OLIVE AVE.

**A.2**

Elevations

Letter of Opposition Received 12/02/2015

# GARIBAY CPA

ROBERT E. GARIBAY  
CERTIFIED PUBLIC ACCOUNTANT

CELEBRATING 32 YEARS OF SERVICE

November 24, 2015

City of Madera  
Planning Department  
205 W 4<sup>th</sup> Street  
Madera, CA 93637

Re: December 8, 2015, Public Hearing  
CUP 2015-28, CUP 2015-29, VAR 2015-03 & SPR 2015-32  
Captain Mart

Dear Planning Commissioners,

My name is Robert E. Garibay; I own the property at 306 West Olive Avenue operating an Accounting Practice. Next to my property to the west is a Dental Practice. The property in question is the former Captain Kirks, at Olive Avenue and Martin Street.

My letter is issued in opposition to the approval of the two site permits and a site plan review to allow alcoholic sales, cigarette sale, as well as a two stall reduction from parking standards.

The buildings and signs at Olive Avenue and Martin Street are constantly littered with graffiti, and the Mi Rancho building across the street has been an easy target for graffiti also. All this – without alcohol sales in the neighborhood!

By allowing a convenience store to sell alcohol and cigarettes will only lead to a drastic increase in vandalism, vehicle accidents, perhaps gang in fighting.

Police patrols are in the area, thank goodness. The area one block south of Olive Avenue is not a good area, and having easier access to liquor and cigarettes will only cause a deterioration of a less than calm area.

There already is a convenience store at Olive Avenue and Hwy 145. Please don't make it easier for criminal elements to destroy our business community on Olive Avenue.

Thank you for your consideration.

*Robert E. Garibay*

Robert E. Garibay  
Certified Public Accountant

306 WEST OLIVE AVENUE MADERA, CA 93637  
PHONE: (559) 674-7692 FAX: (559) 674-1716 EMAIL: robert@garibaycpa.com

RECEIVED  
DEC 02 2015

CITY OF MADERA  
PLANNING DEPARTMENT

Letter of Opposition Received 12/03/2015

Business owners/Operators  
Uzma's Shopping Center  
200 W. Olive Ave  
Madera, CA 93637  
mba1991@hotmail.com  
559-408-9198

December 3, 2015

Re: CUP 2015-28, CUP 2015-29, VAR 2015-03 & SPR 2015-32 – Captain Mart

Honorable Planning Commissioners  
City Hall at 205 W. 4th Street, Madera, CA

Please accept this letter as a formal protest against the proposed establishment of a convenience store (alcohol sales, cigarette sales, as well as a two stall reduction from parking standards in conjunction with the operation of a convenience store.

The parking situation at 200 W. Olive (9000 SF building 42 parking stalls)  
At present we have six businesses.

200 AA (Church)	IGLESIA PENETECOSTES ESPIRITU SANTO Y. FU
200 BB	Liberty Tax Service
200 A	Renteria's Martial Arts Studio
200 B	ACDC Battery (Retail)
200 C	Beaute' Salon
200 DEF	Pho' Dera Restaurant

Our location is already suffering from the theft of parking from the businesses located at 126 W. Olive Ave, 2970 SF building, 9 parking stalls, three businesses, i.e., hair salon, spiritual healer and R2C Lighting (**Picture attached. Exhibit #1**). Our property owner's protests are on record from time to time, regarding the theft. **Another victim, property owner of the vacant parcel east of 126 Olive Ave has installed chain to protect his property (Picture attached. Exhibit # 2)**. The occupants at 126 W. Olive Ave have a long history of theft of parking east and west of their parcel. A father and his son (physicians) along with another son's private post office/retail store stole parking at 200 W. Olive Ave location for **twelve years** with the help of contacts at the city hall previously.

We would like to take this opportunity to resolve our theft of parking issue with 126 W. Olive Ave businesses as well. We do have signs on our location for the exclusive use of parking for the tenants/businesses @ 200 W. Olive Ave, but our neighbors @ 126 W. Olive do not respect that. (Picture attached. Exhibit # 3 & 4)

Please do correct zoning at 126 W. Olive Ave since there is not enough parking for land locked parcel with three businesses.

*With the advent of the proposed convenience store, we will suffer further since we have already been suffering from the parcel in the east and soon from the west as well since there's a two stall reduction variance is in consideration. This is obvious that our parking location shall be encroached from the west as well.*

**ABC State of California (Section 23789 and Rule 61.4)**

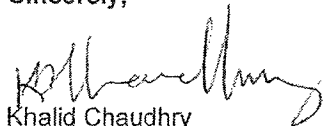
The law says ABC may deny any retail license located (a) within the immediate vicinity of churches and hospitals, or (b) within at least 600 feet of schools, public playgrounds and nonprofit youth facilities. Generally, ABC will deny a license in the above situations when there is evidence that normal operation of the licensed premises will be contrary to public welfare and morals. Mere proximity by itself is not sufficient to deny the license. ABC will not license a new retail location within 100 feet of a residence unless the applicant can establish that the operation of the proposed premises will not interfere with the quiet enjoyment of the property by residents.

Please read from the above from ABC on further grounds to deny the convenience store.

1. There is a church located at 200 W. Olive Ave Unit AA less than 250 feet from the proposed location of the convenience store.
2. Renteria's Martial Arts located at 200 W. Olive Ave Unit A has children's presence after school hours is less than 200 feet.
3. There are two residences less than 100 feet from the proposed location.
4. We are overwhelmed with alcohol within quarter mile radius i.e., Rite Aid, Super 7, Pho' Dera, Vineyard and Di Cicco's. We do not need more alcohol.

**Thank you very much for your very kind public service!**

Sincerely,



Khalid Chaudhry

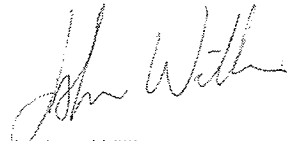
Property owner

Flora I. Fornas

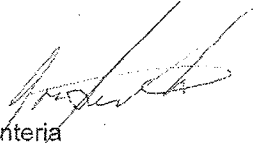
(562) 977-1705

Flora I. Fornas

IGLESIA PENETECOSTES ESPIRITU SANTO Y. FU, 200 W. Olive Ave, Unit # AA



Joshua Williams  
Liberty Tax Service, 200 W. Olive Ave, Unit # BB



Jose Renteria  
Renteria's Martial Studio, 200 W. Olive Ave, Unit # A



Maria E. Zarco

12/3/15

ACDC Battery, 200 W. Olive Ave, Unit # B



Teresa Vela  
Beaute' Salon, 200 W. Olive Ave, Unit # C



Cassy G. Ngo

Pho Dera Restaurant, 200 W. Olive Ave, Unit # DEF

Exhibit # 1. Three businesses @ 126 W. Olive Ave, hair salon, spiritual healer and R2C lighting with nine supporting parking stalls, inadequate!

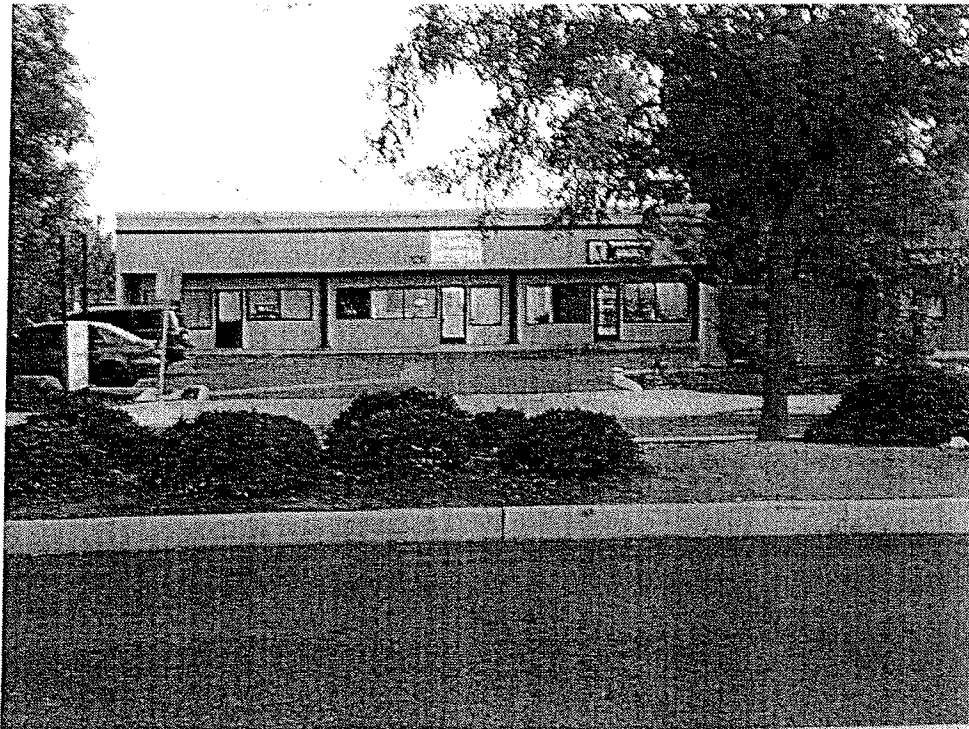


Exhibit # 2 Chained parcel east of 126 W. Olive Ave, another victim of parking theft.



Exhibit # 3 No respect for the sign!



Exhibit # 4 No respect for the sign!

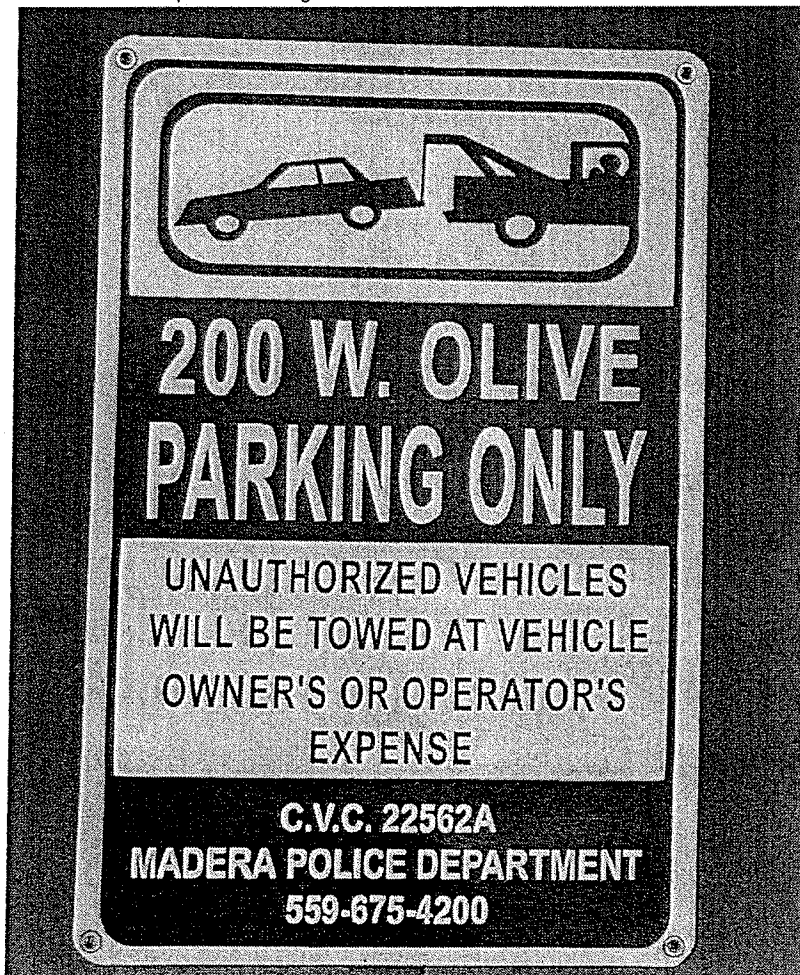


Exhibit # 5. 200 W. Olive Ave, 9000 SF with 42 parking stalls!

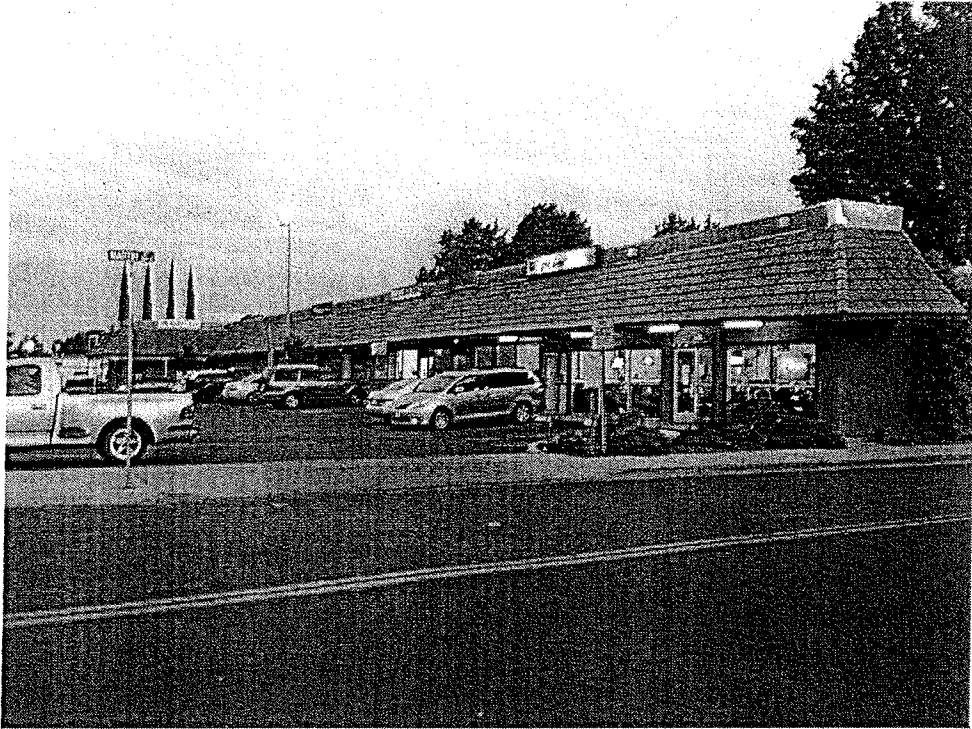
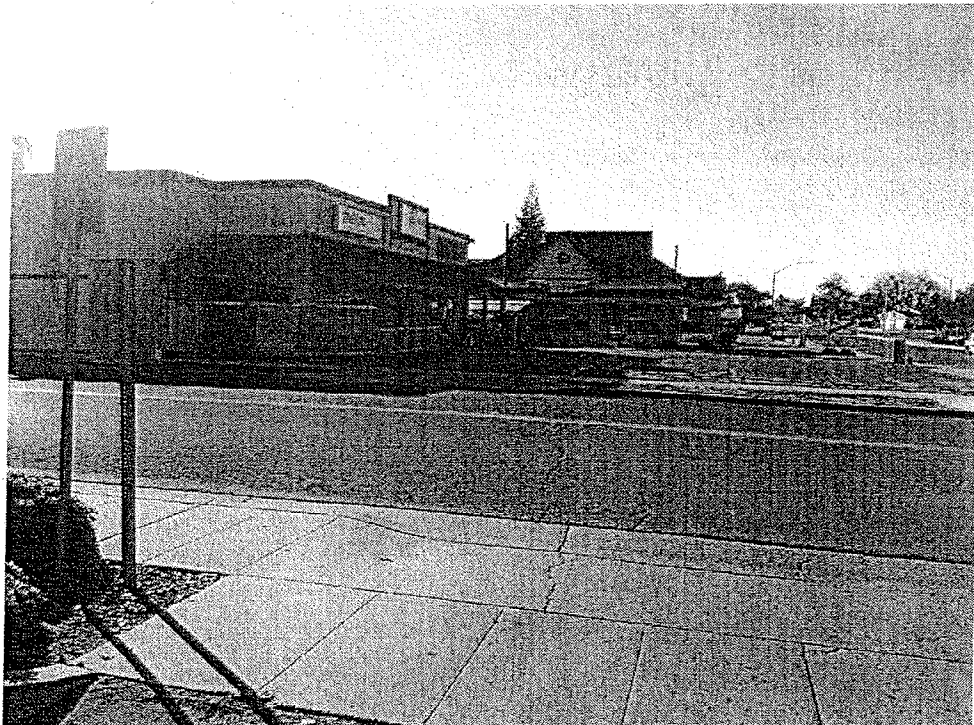


Exhibit # 6. 300 W. Olive Ave, the proposed site for liquor and convenience store with insufficient parking!



12/8/15

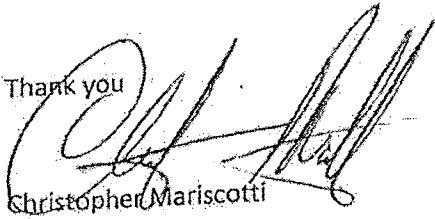
Planning Commission Board Members

Re CUP 2015-28 CUP 2015-29 VAR 2015-03 SPR 2015-32

We are opposed to the establishment of a convenience market at 200 W Olive Ave in Madera. The neighborhood is well served with mini marts that sell beer, wine and cigarettes. Additional businesses of this type will not help the neighborhood. And they will not attract new business to the area. If anything another mini mart in the area will hurt the existing businesses including ours. We need to efforts to improve this part of Madera. My hope is that the new owners of the Bethard Square shopping center will be renovating the center and attracting new and exciting retail shops. Another mini mart selling discount cigarettes and beer will not help that.

Please vote against the proposed variance and use permit

Thank you



Christopher Mariscotti

Owner/General Manager

The Vineyard Restaurant

THE  
VINEYARD  
RESTAURANT & BAR  
605 South I Street ♦ Madera, California 93637  
559-674-0923 ♦ Fax 559-674-9470  
[www.vineyardrestaurant.com](http://www.vineyardrestaurant.com)

RECEIVED  
DEC 08 2015  
CITY OF MADERA  
PLANNING DEPARTMENT

**CITY OF MADERA PLANNING COMMISSION  
REGULAR MEETING  
December 8, 2015**

**CALL TO ORDER:** The meeting was called to order by Chairperson Hutchings at 6:00 p.m.

**ROLL CALL**

**PRESENT:** Kenneth Hutchings (Chairperson)  
Ruben Mendoza (Vice Chairperson)  
Commissioner Robert Gran, Jr.  
Commissioner Pamela Tyler  
Commissioner Jim DaSilva  
Commissioner Jeff Dal Cerro

**ABSENT:** Commissioner Bruce Norton

**STAFF:** David Merchen, Community Development Director  
Christopher Boyle, Planning Manager  
Kira Noguera, Assistant Planner  
Robert Holt, Assistant Planner  
Keith Helmuth, City Engineer  
Brent Richardson, City Attorney  
Zelda León, Recording Secretary

**PLEDGE:** Commissioner Hutchings led the Pledge of Allegiance.

**PUBLIC COMMENT:** None

**MINUTES:** None

**CONSENT ITEMS:** None

**NON-PUBLIC HEARING ITEMS:** None

**PUBLIC HEARING ITEMS**

**1. Development Agreement Annual Review – The Commons at Madera Fair  
No environmental review is required.**

A noticed public hearing to consider an annual review of the development agreement approved in conjunction with the Commons at Madera Fair project (Ordinance 819) for the period running through August 1, 2015. This annual review has been scheduled pursuant to Section 10-3.1715 of the Madera Municipal Code, which requires that the Planning Commission determine whether the principle party to the agreement, Newman Development Group of Madera LLC, has complied in good faith with the terms of the development agreement (APN: 006-390-029 thru 36). An environmental impact report (EIR) was prepared and certified for the shopping center project. No additional environmental review is required in conjunction with the annual review of the development agreement.

David Merchen, Community Development Director summarized the report. The Commons at Madera Fair Development Agreement was considered by the Planning Commission in July 2007 and approved by the City Council in August 2007. The primary purpose of the agreement was to lock in (vest) the project approvals, development requirements and fee schedules for the shopping center. An annual review of the development agreement is required pursuant to the California Government Code and the Madera Municipal Code to verify that the developer has complied in good faith with the terms of the agreement. A review of the project confirms that the shopping center has developed in a manner consistent with all conditions and obligations applicable to the project. As such, it is recommended that the Commission find that the developer has complied in good faith with the terms of the development agreement.

The item was opened for public comment.

No public comment on this item was presented; public hearing on this item was closed.

Motion made by Commissioner Gran; seconded by Commissioner Mendoza to approve a resolution declaring a statement of compliance under periodic review for the development agreement approved in conjunction with The Commons at Madera Fair Project (Ord 819), for the period through August 1, 2015; motion was carried unanimously.

#### Findings

- As summarized in Table 1 of this staff report, Newman Development Group of Madera, LLC has completed all terms of the development agreement which trigger compliance on the part of the applicant. This finding is supported by visual observation of physical improvements completed, and through the records of the City of Madera Engineering Department, Planning Department and Building Department, all of which were reviewed and considered during the preparation of this staff report. All City records related to The Commons at Madera Fair Shopping Center project, including those supporting the finding of good faith compliance, are available for review at the City of Madera Planning Department, at 205 W. 4<sup>th</sup> Street, Madera, CA during normal business hours.

#### **2. CUP 2015-05 & CUP 2015-06 – DPF Filters Revocation**

A public hearing to consider revocation of two Conditional Use Permits which allowed for the establishment of two uses. The first use is the maintenance and installation of diesel particulate filter systems on both diesel trucks and stationary diesel power generation systems. The second use is the storage of diesel "big rig" tractors and trailers. The project site is located at 2832 North Golden State Boulevard in the I (Industrial) General Plan land use designation (APN: 013-250-002).

Christopher Boyle, Planning Manager summarized the report. The applicant has been making progress toward full compliance with the conditions of approval. Based on the whole of the record, it is recommended that the Planning Commission provide the applicant until January 4, 2016 to come into full compliance.

The item was opened for public comment.

No public comment on this item was presented; public hearing on this item was closed.

Motion made by Commissioner Gran; seconded by Commissioner DaSilva to continue the review hearing of Conditional Use Permit 2015-05 and 2015-06 to January 12, 2016

to allow the applicant to comply with all of the conditions of approval of Conditional Use Permit 2015-05 and 2015-06; motion was carried unanimously.

**3. CUP 2015-30 & SPR 2015-33 – Madfitness & Herbalife**

A noticed public hearing to consider a conditional use permit and site plan review to allow for a fitness facility and an Herbalife lounge to locate on the southwest corner of East Yosemite Avenue and South B Street (330 E. Yosemite Avenue) in the C1 (Light Commercial) Zone District with a C (Commercial) General Plan land use designation (APN: 007-163-017). The Planning Commission will consider a Categorical Exemption for the project pursuant to CEQA Section 15301 (Existing Facilities).

Kira Noguera, Assistant Planner summarized the report. The use is consistent with the purpose and intent of the Zoning Ordinance and can be made compatible with the surrounding uses. Staff recommends approval of the fitness facility and Herbalife lounge.

The item was opened for public comment.

Martha Nieves of Herbalife and Fitness at 330 E. Yosemite Avenue, Madera, spoke in favor of this project. Ms. Nieves was asked and responded that she had reviewed the findings and conditions of approval and is in agreement with them.

No further public comment on this item was presented; public hearing on this item was closed.

Motion made by Commissioner Tyler; seconded by Commissioner Mendoza to approve Conditional Use Permit 2015-30 and Site Plan Review 2015-33, based on and subject to the findings and conditions of approval; motion was carried unanimously.

**4. CUP 2015-28, CUP 2015-29, VAR 2015-03 & SPR 2015-32 – Captain Mart & Wireless**

A noticed public hearing to consider a variance, two use permits, and a site plan review to allow for alcohol sales, cigarette sales, as well as a two stall reduction from parking standards in conjunction with the operation of a convenience store. The project site is located on the southwest corner of Olive Avenue and Martin Street in the C1 (Light Commercial) Zone District, with a C (Commercial) General Plan land use designation (APN: 012-051-016). The Planning Commission will consider a Categorical Exemption for the project pursuant to CEQA Section 15301 (Existing Facilities).

Kira Noguera, Assistant Planner summarized the report. The repurposing of the site to a convenience store with wireless sales can be made compatible within its surrounding and consistent with the goals and policies of the General Plan. Staff recommends conditional approval of the three-stall parking variance, the conditional use permit for cigarette sales and the required site plan review. There is not support for approval of the conditional use permit allowing for the sale of beer and wine.

The item was opened for public comment. The audience was instructed to limit their comments to three minutes or less.

Applicant, Juniad Lateef of 300 W. Olive Avenue, Madera, CA spoke in favor of the project. Mr. Lateef was asked and responded that he has reviewed and is in agreement with the conditions of approval.

Mr. Lateef made the following comments:

- The area is not over-concentrated in alcohol licenses and in a low crime area.
- He has another site with alcohol sales (2370 W. Cleveland Avenue) and he's never had any problems at that site or other sites in Fresno.
- He plans to be open from 7 am – 11 pm.
- Most of his clients don't activate phones at his sites, they just go there for repairs or to pay bills. They have very few activations.
- Regarding the letters of opposition, they appear to be self-interest comments.
  - Mr. Chaudry's letter doesn't seem concerned about the area, but instead, he's concerned about competition as he owns the PhoDera Restaurant property and the Super 7 (Old 7/11 convenience store) nearby.
  - Competition is good, "we are free market".
  - PhoDera sells alcohol and they are located next to a martial arts center.
  - This project location is across the street from them.
  - People who leave PhoDera, may leave drunk which is more dangerous.
  - Nobody had any concerns when PhoDera was approved for their license.
- His sites have surveillance cameras throughout the store and in-store monitors.
- Some cameras face the parking areas.
- He does not allow anyone to hang around/in front of his stores.
- He denies alcohol sales to anybody whom he believes is intoxicated.

Commissioner Dal Cerro asked the applicant that as the City works to redevelop the area, how does he, the applicant, see the presence of the proposed use as being an enticement to the Bethard Square center being redeveloped in a way which is appealing to the whole neighborhood.

- The building will be renovated.
- The buildings next door with the PhoDera Restaurant have seen better days.
- He doesn't put signs outside, especially in the parking area regarding alcohol & tobacco.
- Signage in the windows is very minimal.
- Signage at 2370 W. Cleveland Avenue is the same; very minimal: No signs in the back except for the Laundry sign.

Carrie Ann Garcia, 211 N. A Street, Madera, CA spoke in favor of this project. Ms. Garcia stated that she drives across town to get to the fountain drink machine at Mr. Lateef's store, even though there is a liquor store nearby. Mr. Lateef's current store is clean, he is friendly, and she feels safe with him. Alcohol sales and graffiti are not issues. People buy closed containers of alcohol instead of buying alcohol (restaurant) and driving away.

Chris Mariscotti of 119 S. Park Drive, Madera, CA spoke in opposition of the project. Mr. Mariscotti owns and operates The Vineyard Restaurant across the street from this project. Mr. Mariscotti stated that the neighborhood doesn't need any more convenience stores as there are several mini-marts in the area. The area is not a high crime area now, but it has been previously. He is not suggesting that this store would lead to more crime, but it wouldn't help the situation. Bethard Square has recently been sold and by rumor will improve the shopping area. This convenience store wouldn't help improve the neighborhood or his business.

Khalid Chaudry, property owner of 200 W. Olive Avenue, Madera, CA spoke in opposition of the project. Mr. Chaudry is the owner of the Super 7 property, but he does not own any liquor license. He is here representing the six businesses, his tenants.

Mr. Chaudry stated the following:

- Miss Noguera missed one point. He has a church on his property.
- Renteria's Martial Arts with children present (Does it count as a school? He doesn't know, but children are present.)
- Minimum parking spaces – spills over to his property
- If you want to work in the City, Live in the City
- Miss Noguera missed something; didn't like it.
- He is opposing this. If it is approved, he may go to court or to ABC.

Commissioner DaSilva asked Mr. Chaudry what it was that Miss Noguera did not present right or miss. Mr. Chaudry stated that there is a church on his property.

Commissioner Gran asked if the church chose to locate there as there are several (convenience) stores around that area. Mr. Chaudry stated that the church did choose to locate there, but have been there for an extended amount of time previous to this project.

The Commission asked Ms. Noguera to clarify the issue on the church.

Ms. Noguera stated that all churches in the City of Madera require a Conditional Use Permit (CUP) and a Conditional Use Permit was not secured. A business license is not secured. There is no allowance for a church at this location at this time. It is not a legal church.

Mr. Chaudry stated that no business license is required for a church. They have PG&E and water.

Commissioner Gran asked Mr. Chaudry is he was saying that City Staff does not know the requirements.

Commissioner Da Silva and Commissioner Gran stated that just because the church has water and PG&E, it doesn't mean you can have a church there. Mr. Chaudry responded, "then shut it down".

Commissioners Gran and DaSilva responded to outbursts from the audience:

- No shouting matches.
- Decorum will be observed.
- Everybody will have a chance to speak.
- People have to wait their turn.

Mr. Chaudry stated that in reference to "competition", the applicant never buys a license in the market place, they always win one in the lottery. He asked how they win liquor license every time they apply with ABC.

Sajat Sargent of 2510 Beechwood Way, Madera, CA spoke in favor of the project.

Mr. Sargent stated the following:

- He used to have restaurants.
- He used to have beer and wine licenses.
- If you want to open a business now, you are very brave.
- The City would get the taxes.
- The community gets services.
- Mr. Chaudry has no problem with the drinking of alcohol on his property (restaurant), but has a problem with people buying alcohol (closed container) and leaving.
- Mr. Chaudry can have vehicles towed away if they are causing parking problems on his site.
- Mr. Chaudry allows a business to operate (illegally) that is not approved by the City, but objects to someone who tries to do things legally.
- He doesn't understand why he is objecting.

Commissioner Gran stated that everyone can express their viewpoint. Mr. Chaudry expressed his viewpoint and now he (Mr. Sargent) has expressed his viewpoint.

Deborah Vernal with the Public Health Department, 14215 Road 28, Madera, CA spoke in opposition of this project.

Ms. Vernal stated the following:

- Wants to make the Commission aware of e-cigarettes, tobacco and proximity to the schools.
- The project site is 1,080 feet away from a school near the Safe Routes to School.
- The more exposed children are, the more normalized it is to them and the more likely they are to try it.

Bobby Sheik property owner of 300 W. Olive Avenue, residing at 2671 Marie Drive, Madera, CA spoke in favor of this project. Mr. Sheik is the applicant's brother.

Mr. Sheik stated the following:

- There is a moratorium on new Type 20 Licenses, but there are exceptions to the moratorium.
- ABC will issue a new Type 20 license if a Conditional Use Permit is approved.
- A letter from the applicant which identifies PCN (Public Convenience or Necessity) has been/will be submitted to ABC.
- One of the criteria is low Crime Rate in the area. This criteria has been met.

The applicant was asked to summarize his testimony in order to allow others to also testify.

- The applicant will use the garage for parking.
- To him, there is no church as it doesn't have the required CUP.
- A letter of opposition from Mr. Garibay references issues with graffiti.
  - They will be taking care of the building/property.
  - They will be updating the building.

Commissioner Hutchings, asked Steve Frazier, Police Chief who was in the audience if he would like to address this item.

Police Chief Frazier stated the following:

- The Police Department abdicated the authority to the ABC to identify PCN, because the City had conflicting issues.
  - Often times the City found PCN was not met, but ABC would issue a license any way.
  - Sometimes they would find PCN was met or not met and the City issued a CUP any way.
- The moratorium is in place, because Madera County has an excess of Type 20 licenses.
- From law enforcement agency, Madera has a drinking problem.
- The call they get the most is "drunk in public".
- He is not saying this would contribute to that problem, but more opportunity to buy alcohol, there is more potential for that to occur.
- Licenses can be transferred into the City from all of Madera County.
- When asked, Police Chief Frazier agreed that the Police Department believes that the community is sufficient well served and that the state moratorium should be observed.

Mohammad Vall of 3143 Hollow Avenue, Madera, CA spoke in favor of the project. Mr. Ball stated that this project would help the neighborhood and is a convenience.

Mohammad Lateef of 2370 W. Cleveland Avenue, Madera, CA spoke in favor of the project.

Mr. Lateef stated the following:

- Asked that the Conditional Use Permit and Variance be approved
- ABC stated that there are 10 licenses allowed and there are only eight now.
- ABC has identified their application as being exempted from the moratorium.
- People can walk to the store.
- It is not an eating or drinking place.
- People can't drink there or stand around there.
- Two people in opposition, he humbly asks them to be good neighbors.
- If he has problem with parking, he should talk to them.

Khalid Chaudry, property owner of 200 W. Olive Avenue, Madera, CA asked staff if there is a way of enforcing parking.

As Mr. Chaudry expanded on his parking issues, Commissioner Hutchings stated that the Commission would be interested in hearing his testimony on his position regarding this project and not in queries to staff.

Bobby Sheikh, 2671 Marie Drive, Madera, CA again spoke in favor of the project.

- Mr. Sheikh read a response made by Randal Williams (Police Dept.): "It looks like I need to clarify our comment on this request. In my understanding that ABC has determined that the addition of the license will not be excessive for this census tract and have declared there is a PCN for this location, which is

between ABC and applicant. If that is the case, the department has no further objection or comment.”

- Mr. Sheikh does not know when things changed.

No further public comment on this item was presented; public hearing on this item was closed.

Commissioner Gran thanked the audience for their comments and staff for their work. The issue is not with ABC, but in protecting the welfare of this community; the concentration of this area and not just this zone. There may be a request from the Bethard Square tenants and they will have this issue also. Requirements are met for parking and tobacco.

Motion made by Commissioner Gran for Motion 1a with the findings and conditions.

Commissioner Dal Cerro agreed with comments made by Commissioner Gran with the exception of tobacco. Tobacco location within a mini-mart, which attracts children, which is within a major walking route to and from school is not a good location for that use.

Commissioner DaSilva and Commissioner Tyler stated that there are too many convenience stores in Madera and students will tend to congregate there.

Commissioner Dal Cerro stated that the applicant may make another application that did not focus on tobacco or alcohol sales.

Motion made by Commissioner Dal Cerro; seconded by Commissioner DaSilva to deny the application for Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03, and Site Plan Review 2015-32, based on and subject to the findings; motion was carried 5 to 1 by Commissioner Mendoza, Commissioner Da Silva, Commissioner Tyler, Commissioner Dal Cerro, Commissioner Hutchings; Commissioner Gran opposed the vote.

### Findings

- Proximity of the business to schools.
- Health and welfare of the community.

<u>Roll Call</u>	<u>Vote</u>
Ruben Mendoza	Aye
Robert Gran, Jr.	Nay
Pamela Tyler	Aye
Jim DaSilva	Aye
Jeff DalCerro	Aye
Kenneth Hutchings	Aye

### 5. **CUP 2015-31 & SPR 2015-34 – Los Girasoles Restaurante**

A noticed public hearing to consider a conditional use permit and site plan review to allow for the sale of beer and wine in conjunction with a restaurant. The restaurant will also serve as a commissary for the owner's food truck, which proposes to locate in the parking lot until the restaurant is open. The project site is located southeast of the intersection of East Central Avenue and North Gateway Drive (703 N. Gateway Drive) in the C2 (Heavy Commercial) Zone District with a C (Commercial) General Plan land use designation

(APN: 007-041-009). The Planning Commission will consider a Categorical Exemption for the project pursuant to CEQA Section 15301 (Existing Facilities).

Kira Noguera, Assistant Planner summarized the report. The use is consistent with the purpose and intent of the Zoning Ordinance and is harmonious with the surrounding uses. There is no compelling reason to deny the sale of alcoholic beverages in conjunction with the restaurant.

Commissioner Dal Cerro asked and staff responded that the applicant had been given permission to trim a tree; nothing else. The applicant was informed that any changes to the site would require Site Plan Review.

The item was opened for public comment.

Jazmin Rueda, applicant and speaking on behalf of and translating for her father, Leouigido Rueda Mendoza of 25777 Avenue 18½, Madera, CA spoke in favor of this project.

Ms. Rueda apologized for any inconvenience and misunderstanding which resulted in unapproved changes to the site. Although, they would like to keep the current color scheme and landscaping, they are willing to make any changes required to come into compliance with the City and State.

Planning Commissioners stated that:

- They understand the marketing vision of their color scheme, but the colors are too overpowering.
- They understand that the applicant wanted to create a lush environment, but unfortunately, the landscaping doesn't meet State law and has to be addressed.
- They may be able to use the color scheme on their sign.
- They have an obligation to treat all neighbors in a similar fashion.
- They are a great addition to the community, but there are concerns.
- Other business, such as KFC and Lowe's also have "branding", but the colors are muted and stonework has been incorporated.
- The applicants are to be commended on their vision and undertaking.
- They won't be able to keep those colors.

Ms. Rueda reiterated that they understand the Commission's concerns, are willing to come into compliance and are willing to work together with staff on the color scheme, but her father asks again to keep their branding colors as is.

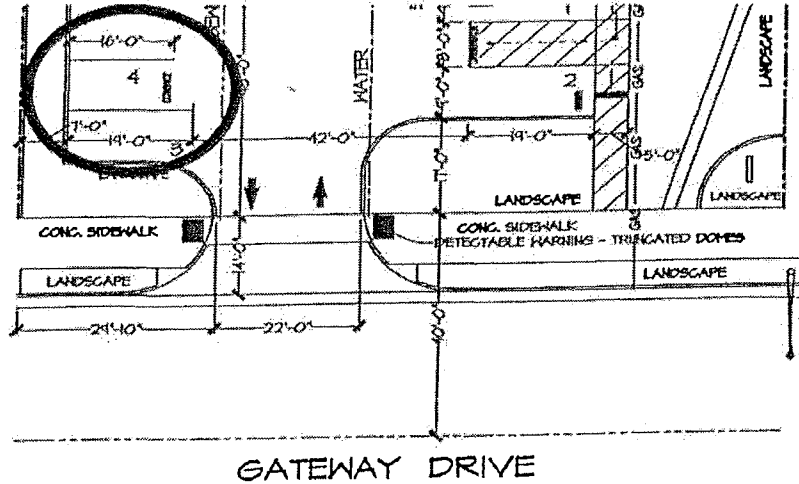
Commissioner Gran responded to Ms. Rueda that she should meet with staff to discuss the timeline for re-painting.

No further public comment on this item was presented; public hearing on this item was closed.

Motion made by Commissioner Gran; seconded by Commissioner DaSilva to approve the requested Conditional Use Permit 2015-31 and Site Plan Review 2015-34 based on and subject to the findings and amended conditions of approval; motion was carried unanimously.

**Amended Condition #31**

All parking and loading areas shall be marked and striped to City Standards: Perpendicular (90 degree) parking spaces shall measure a minimum of nine feet (9') wide by 19' deep (17' deep with 2' bumper overhang). No compact stalls shall be incorporated into the parking field with the exception of one (1) compact stall to be allowed as noted in the Site Plan to help with circulation. Minimum drive aisle/backing/maneuvering space is twenty-six (26') feet for primary drive aisles. A new parking layout shall be submitted to the Planning Manager for approval within 30 days of approval of the conditional use permit.



Commissioner Gran recused himself from the following item and left the room as he has property in those areas.

**6. GPA 2015-02 – General Plan / Zoning Consistency**

A noticed public hearing to consider adoption of a resolution recommending to the City Council adoption of an amendment to the Land Use element of the General Plan in order to provide specific changes to the land use map necessary to provide consistency with the Zoning Ordinance as required by law. An Addendum to the 2009 General Plan Environmental Impact Report has also been prepared pursuant to CEQA Guidelines Section 15162 and 15164.

Christopher Boyle, Planning Manager summarized the report. The proposed General Plan amendment provides compatibility between the Zoning Ordinance and the General Plan as required by law. Staff recommends approval of the General Plan amendment as the "first step" toward adoption of an updated Zoning Ordinance.

The item was opened for public comment.

The following people stepped up to the podium to get clarification on what the new General Plan designation meant for their affected properties:

Carmen Marin of 742 High Street asked and received clarification on what the new General Plan designation meant for her property.

George Konovalov of 115 W. Central Avenue, Madera, CA spoke in strong opposition of the change to his property. Mr. Konovalov stated that if the City wants to change the General Plan designation of his property, they should buy it from him.

Christopher Boyle, Planning Manager advised the Planning Commission that in light of Mr. Konovalov's strong opposition, Staff recommended removing this parcel from consideration. Mr. Konovalov's parcel is located at 115 W. Central Avenue with an Assessor's Parcel Number of 006-010-002.

Hilda Garnica of 117 E. Clark Street asked and received clarification on what the new General Plan designation meant for her property. There is no change in property value or property tax.

No further public comment on this item was presented; public hearing on this item was closed.

Motion made by Commissioner Dal Cerro; seconded by Commissioner DaSilva to adopt a Resolution recommending to the City Council approval of General Plan Amendment 2012-02, allowing for the requested land use designation changes as identified in Exhibit A with the exclusion of 115 W. Central Avenue (APN: 006-010-002), with the findings as stated; the voted was carried 5 to 1 by Commissioner DaSilva, Commissioner Mendoza, Commissioner Tyler, Commissioner Dal Cerro and Commissioner Hutchings. Commissioner Gran abstained from the vote.

#### Findings

- An Addendum to the 2009 General Plan Environmental Impact Report has also been prepared pursuant to CEQA Guidelines Section 15162 and 15164, and considered as part of this proceeding.
- The proposed General Plan Amendment will provide consistency between the General Plan, Zoning and adjacent land uses.
- The General Plan Amendment, under the circumstances of the particular case, will not be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city.
- City services are available to serve the properties in question.

Commissioner Gran returned to his seat.

#### **7. GPA 2015-03 – SB 244 Compliance (Disadvantaged Unincorporated Communities)**

A noticed public hearing to consider adoption of a resolution recommending to the City Council adoption of an amendment to the Housing Element of the General Plan to provide compliance with SB 244, requiring the City to identify disadvantaged unincorporated communities (DUC) located within the City's sphere of influence and analyze infrastructure deficits.

Christopher Boyle, Planning Manager summarized the report. The proposed General Plan amendment provides compliance with state law SB 244, which addresses disadvantaged unincorporated communities within the City's sphere of influence. Staff recommends approval of an amendment of the land use element of the General Plan.

The item was opened for public comment.

Abigail Ramirez of 222 S. Clovis, Fresno, CA spoke regarding this item. Ms. Ramirez is representing Leadership Council for Justice and Accountability. They work with and represent many disadvantage unincorporated communities in the San Joaquin Valley and they co-sponsored SB244.

Ms. Ramirez stated that they wanted to point out a few deficiencies in the analysis:

- Does not provide any analysis of water and other infrastructure capacity needs for the community of Vista Grande Acres; there is no supporting documentation in reaching this decision.
- The report indicates that the waste water capacity of Parksdale is deficient, but does not provide potential actions that can be taken to cure the deficiency, such as consolidating with the City's system.
- Does not mention that the community of Parkwood recently connected to City's water system due to a drought emergency and how that affects the analysis.
- Wants to emphasize that due to the drought, the State Water Board is currently prioritizing water consolidation projects. Leadership Council for Justice and Accountability would be happy to assist the City in applying for these funding opportunities.

Ms. Ramirez was asked and responded that it is a requirement to list all the deficiencies and pro-actions.

Ms. Ramirez was asked what would be required to take care of a sewer septic system other than an outlay of funds. Ms. Ramirez stated that she did not know, but could get that information to the Commission in a week.

Christopher Boyle, Planning Manager stated that the law requires only to provide analysis based on available data. It also does not provide parameters for what a threshold of analysis might entail. It only says to perform an analysis on the stated infrastructural requirements.

David Merchen, Community Development Director advised the Commission that there are a couple of different things included in this project:

- Staff report
- Text amendment
  - Infrastructure Study for Parkwood and Parksdale and a detailed report
  - Vista Grande Acres has privately owned wells and septic and there is no additional information for analysis.
  - He has not seen as much information as that provided on Parkwood and Parksdale in any other SB244 analysis.

No further public comment on this item was presented; public hearing on this item was closed.

Motion made by Commissioner Gran; seconded by Commissioner Tyler to adopt a Resolution recommending to the City Council approval of General Plan Amendment 2015-03, allowing for amendment of the land use element of the General Plan as identified in Exhibit A, with the findings as stated; motion was carried unanimously.

### Findings

- The proposed General Plan amendment is exempt under Section 15061(b)(3) of the California Environmental Quality Act "CEQA". The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
- The proposed General Plan Amendment will provide compliance with SB 244, which addresses disadvantaged unincorporated communities within the City's sphere of influence.
- The General Plan Amendment, under the circumstances of the particular case, will not be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city.

#### **8. OTA 2015-01 – Marijuana Regulation**

A noticed public hearing to consider adoption of a resolution recommending to the City Council adoption of an ordinance amending the Madera Municipal Code to provide for compliance with the Medical Marijuana Regulation and Safety Act.

Christopher Boyle, Planning Manager summarized the report. In order to address the requirements of the recently adopted Medical Marijuana Regulation and Safety Act, it is recommended that amendment of the City's medical marijuana ordinance be approved.

The item was opened for public comment.

No public comment on this item was presented; public hearing on this item was closed.

The Commission took a short break to allow for corrected pages in the Resolution to be printed for their review.

Motion made by Commissioner Gran; seconded by Commissioner DaSilva to adopt the resolution recommending to the City Council of the City of Madera approval of Ordinance Text Amendment 2015-01, amending Title IV: Chapter 15: Medical Marijuana, of the Madera Municipal Code in order to address the requirements of the Medical Marijuana Regulation and Safety Act, as proposed; motion was carried unanimously.

**ADMINISTRATIVE REPORTS:** None

#### **COMMISSIONER REPORTS**

Commissioner Gran stated that Code Enforcement needs to visit the shopping center regarding the church since it was brought to the Commission's attention that they are not operating with a CUP (Conditional Use Permit) or a business license and the property owner is aware of this fact and still allowing them to operate.

**ADJOURNMENT:** Meeting adjourned at 9:07 pm.

Kenneth F. Hutchings  
Planning Commission Chairperson

Zelda León  
Zelda León, Recording Secretary

**City of Madera Planning Commission Meeting 12/08/15**

**Commissioner Hutchings:** Ok, prior to commencement of this item #4 I would like to announce that there were additional correspondence that was provided to the commissioners prior to the meeting and I understand they are also available in the back too for whoever would like to look at those items. And ugh, this is item #4 captain mart and wireless CUP 2015-28, 20-CUP2015-29, bar 2015-03 SPR 2015-32 and categorical exemption. Mrs. Noguera please.

**Mrs. Noguera:** Thank you chairman Hutchings. This item is to consider a variance, 2 use permits and a site plan review to allow for alcohol sales, cigarette sales as well as a 2 stall reduction from parking standards in conjunction with the operation of a convenience store. The project site is located on the southwest corner of Olive Avenue and Martin Street. It's this property right here. It is zoned c1 our light commercial zoning with a light commercial general plan designation. The site was formerly known as Captain Mart, ugh, I'm sorry, Captain Kirk's Wireless. (Commissioners in background to correct Kira). And, the proposal is for Captain Mart and wireless, so the wireless would continue. The application is for the conversion of the site from the retail use of a wireless store to include a convenience store. Due to that request, a parking variance is required of at least 2 stalls, a retail use such as a wireless store functions at a, I'm sorry, requires parking stalls at 1 to 300. As such, the site was developed with approximately twenty seven thous..., two thousand seven hundred square feet of retail space with 9 parking stalls. With this conversion, when you introduce food into, food stores into a retail use the requirement goes up to 1-200. So, with the conversion to a convenience store an additional 2 stalls is required. There's 2 perspectives that this application can...this application for variance can be looked at with. The conservative perspective would say that this is a self-made hard-ship that the site could function as a retail store with the parking that's provided. A more liberal perspective could include a couple things that the applicant has proposed. One of that, one of those items is a refreshed fa...refreshed fascia and a refreshed site to bring the site up to current city standards and make it compliant with the goals and policies of the general plan. This includes a new roof, a fresh coat of paint to the entire structure and stone wrapping the columns on the front of the building. The other item the applicant has proposed is to provide employee parking to the rear of the structure, there is a storage area that was developed it has a door as a garage and there is also ample space behind, over to it, Ugh, below, underneath this covered area, there's sufficient parking to provide at least 2 covered stalls for employee parking. This would allow the parking in the front of the building to serve its customers.

**Commissioner Da Silva:** With those 2 stalls in the back, do they make the 9?

**Mrs. Noguera:** They do make the 11. And...

**Commissioner Da Silva:** 11

**Mrs. Noguera:** Yes, there is conditions of approval that require that entire garage space to be maintained for parking only so as not to include it in the square footage of the structure. With that, staff was able to recommend a parki...an approval with the parking variance. The first use permit to consider this evening is for tobacco sales. A recent planning commission action in September ugh, has required any tobacco sales to obtain a conditional use permit. Staff has evaluated this request and was able to recommend approval based on the fact that it is at least 1000 feet away from any sensitive receptors

including an elementary school and the high school. We have placed conditions of approval to prohibit the sale of non-tobacco products such as drug related paraphanelia including pipes, bongs and other accessories. The condition of approval states 'at the discretion of the planning director' with (pause) with those conditions in place, we felt there was not a reason to dis allow the sale of cigarettes. The second use permit request is for a new type 20 ABC license to sell beer and wine in association with the operation of a convenience store. During staff's evaluation of this proposal it came to our attention that the Madera County is in a, has been placed by the state, into a state of moratorium on the issuance on 'new' type 20 licenses. During this evaluation, in looking at how the surrounding properties and area in general is served by alcohol uses, staff chose not to support, uh, the issuance of a new type 20 license at this location. The state moratorium does allow for some exceptions, and those include a sensus tract that is not over concentrated, and this district, this sensus tract is not over concentrated, there are 8 of the allowable 10 off sale licenses provided. ABC also asks that the area be one not included in high crime area. But, the 3<sup>rd</sup> component of that was city, or, county approval and in this case, staff felt that exacerbating the moratorium was not in the best interest of the city. Long pause.....we, this moratorium is, has been in place for at least a decade going back to 2005. There has been fairly even application of this moratorium, uh, most of the most recent applications for new type 20's within the count, within the city have been for transfers of licenses. There was at least one error that we found. In the issuance of type 20 for family mart that's located at Howard and Pine, but given that past city officials and past city staff members including a change in planning staff and a change in police chief, we did not feel that there was reason to say that 2 wrongs make a right. So we decided to continue with the, recommendation of observing the moratorium so therefore, city staff has recommended the denial of a new type 20 license. We would note that we would not be in opposition to the issuance of a transfer type 20 license. Staff has provided 2 separate motions for your consideration. If you have any questions, I would be happy to answer them. Oh, I'm sorry, I do need to add also, we did receive a few letters in regards to this project. One was in support from the applicant and we have 3 letters of opposition. 2 are included in your staff report and one was provided this evening along with the applicant's letter. That's all I have.

**Commissioner Hutchings:** Any questions for Mrs. Noguera at this time?

**Commissioner Gran:** Is there a vaping component to the tobacco?

**Mrs. Noguera:** The applicant listed only cigarettes on their product line. The conditions of approval do not specifically prohibit vaping in that word but it does...

**Commissioner Gran:** e-cigarette? We had a

**Mrs. Noguera:** umhm

**Commissioner Gran:** We had a nice term that

**Mrs. Noguera:** It prohibits let me, let me find the wording...anything that's not related to the ehh inhalation of tobacco. Specifically only tobacco is allowed. Not as stated.

**Commissioner Da Silva:** So, we will have to wait (at same time as Mrs. Noguera)

**Commissioner Da Silva:** And what are the business hours?

**Mrs. Noguera:** We did not restrict the business hours. Let me, let me check. Given that it's in a commercial zone (pause)

**Commissioner Da Silva:** So they can stay open 'til 2:00 in the morning?

**Mrs. Noguera:** Correct (pause) we can add a condition of approval

**Commissioner Dal Cerro:** I have some questions..um, about tobacco, how, how far from the school's is the property?

**Mrs. Noguera:** We measured at a distance of 1000 feet and stopped there. I don't know the exact number, but I know it exceeded 1000.

**Commissioner Dal Cerro:** It must be pretty close though, right? Because, by my, I mean, I went by to look at the location if you're on one side of the street it's really 2 blocks and if you're on the other side of the street it's 3 shorter blocks.

**Mr. Boyle:** I measured out the distance at 1080 feet.

**Mrs. Noguera:** Very close.

**Commissioner Dal Cerro:** That, now, you know, my concern is, is that Olive Avenue is the main route for children leaving those schools headed east. There's a stream of, of children that go that way after every school. So, it almost seems like you're uh, um, I'm concerned about the arbitrary-ness of cutting it off at 1000 feet. I mean, I know that you have to cut it off some place, I understand that. But, given the fact that there is a large number of children going down that I might think it lies to error on.

**Mrs. Noguera:** Yeah, this is the first time that we have evaluated a use permit for cigarette sales. We chose the 1000 feet given the number of schools in the city of Madera it would almost exclude, if we went beyond that we would almost exclude the entire city from, out from cigarette sales, I understand what you mean about the path that they choose to take though.

**Commissioner Dal Cerro:** I think, is that one of the safe routes? For schools, route? With the improvements that they put in to make that kind of the preferred route.

**Mrs. Noguera:** I did not eval, I did not take a look at that exhibit. (pause) no.

**Commissioner Dal Cerro:** On the alcohol sales area, did you have a chance to see the documentation? And, I'm guessing it's the applicant that provided in on the issue of the type 20.

**Mrs. Noguera:** yes

**Commissioner Dal Cerro:** Do you have any comment on that?

**Mrs. Noguera:** So, the only comment staff wishes to clarify is that c, the all of staff, or I should say the whole city, because this is your approval, our only approval of the issuance of new ABC licenses is through the issuance of a conditional use permit. So, the, the distinction between pc and the issuance of a conditional use permit in the eyes of our approval process doesn't exist. We look at it once, we didn't want, there, there are other municipalities or jurisdictions where essentially you could be issued a use permit and then be denied your PCN. So, the police department's opportunity to comment on the

issuance of the ABC license is at the conditional use permit stage and that is where we evaluate the merits of the use permit application.

**Commissioner Dal Cerro:** Just a couple more questions if I might, so, you um mentioned something about crime rate being a consideration. Is that correct?

**Mrs. Noguera:** Yes ABC's form, it's interesting, ABC doesn't actually provide, hasn't created a form for acceptance to the moratorium. They use their PCN form and one of the, well um let me..

**Commissioner Hutchings:** If I may cut in, uh just for everybody's information this acronym PCN stands for public convenience and necessity.

**Mrs. Noguera:** Thank you, the considerations, the state's moratorium, the exceptions to that moratorium require 3 items to be met. One is that the sensus tract is not over concentrated, 2<sup>nd</sup> is that it's not in an area of high crime, and 3<sup>rd</sup> that PCN can be, findings can be made. So, ABC was able to take this application from the applicants due to the first two conditions being met and then the 3<sup>rd</sup> is up to the city whereas we would, we would note, the city would note that we don't issue PCN, ABC does that in conjunction with approval of a conditional use permit.

**Commissioner Dal Cerro:** Do we have any crime statistics in that area?

**Mrs. Noguera:** I do not.

**Mr. Boyle:** The ABC did that analysis and found that there was no, no findings that it was in a high crime rate area. So, they were able to make that finding.

**Mrs. Noguera:** Chief Frasier might be able to uh, uh, no ok

**Commissioner Dal Cerro:** Does the chief have something to add?

**Commissioner Da Silva:** Did he answer the question?

**Commissioner Dal Cerro:** How many, how many liquor stores are there, how many areas can I, how many locations can I buy liquor in that area?

**Commissioner Gran:** Be careful, you're talking beer and wine not liquor.

**Commissioner Dal Cerro:** Or beer and wine, how many different locations can I buy alcohol at?

**Mrs. Noguera:** There is a restaurant right next door, the Pho Dera restaurant, there is a rite aid across the street there is also a mini mart a little bit down 145, I think it's called Super 7.

**Commissioner Da Silva:** That's the old 7-11?

**Mrs. Noguera:** Correct

**Commissioner Gran:** Yes

**Mrs. Noguera:** Is there...?

**Commissioner Gran:** Then you have the vineyard?

**Commissioner Da Silva:** And then you have the Vineyard?

**Commissioner Dal Cerro:** And Di Ciccos

**Mrs. Noguera:** The Vineyard and Di Ciccos are both restaurants.

**Commissioner Tyler:** Does Madera Market sell beer and wine as well?

**Commissioner Da Silva:** Madera Market?

**Commissioner Gran:** I believe so.

**Commissioner Da Silva:** On 145, so we got a handful of liquor stores there, or beer and wine, alcohol

**Mrs. Noguera:** hmm

**Commissioner Da Silva:** Boy if it was my idea, I'd get rid of ½ of them in this town. I used to be in this, I've been in this town for 49 years and I've never seen so many Johnny Quicks in my life. If it was me, I'd get rid of ½ of them. There's not enough people in this town. If we had 300 thousand people in this town, I could see it but for 67000 people, I don't know.

**Commissioner Hutchings:** Ok, are there any other questions of Mrs. Noguera at this time?

**Commissioner Da Silva:** Thank you.

**Commissioner Hutchings:** Ok, we thank you for the uh presentation.

**Mrs. Noguera:** Thank you.

**Commissioner Hutchings:** Ok, and this is a noticed public hearing. Before opening the public hearing I would like to remind those who would be coming to the podium of the statement that was made at the beginning of the uh meeting there to please limit your comments to three minutes or less. At this time, we would like to invite the applicant to step forward and give your name and address.

**Mr. Latif:** My name is Janaid Latif and address is 300 W Olive.

**Commissioner Hutchings:** Ok

**Commissioner Gran:** I guess I'll ask you the question about the vapes and e cigarettes. Do you intend on selling something along those lines?

**Mr. Latif:** I'm sorry

**Commissioner Gran:** The, along with the, you requested a cup for tobacco sales

**Mr. Latif:** correct

**Commissioner Gran:** Along with that are you going to be interested in selling vapes and e cigarettes

**Mr. Latif:** Yes

**Commissioner Gran:** Ok cus..

**Mr. Latif:** Those are all tobacco related products

**Commissioner Gran:** We just had a new ordinance and you fall into a different beast and that's why I asked specifically

**Commissioner Hutchings:** And um just to also to clarify um, I realize there are probably going to be some areas of uh disagreement with the staff report, but have you gotten to review the conditions of approval and are you in agreement with them?

**Mr. Latif:** Yes, I am, yes I am

**Commissioner Hutchings:** Um, are there any other questions at this time

**Commissioner Gran:** Um, you want to state your, it seems like you are in agreement with the uh conditions with the tobacco. Staff is not in recommending the alcohol, do you want to make your case?

**Mr. Latif:** Yes, I would like to add, you know it's it is, it's a sensus tract 5.02 which is under concentrated, low crime area, uh the limit is at 10 licenses, there are currently 8 there, so I don't, uh I, adding my store will not exceed that limit and I, I've been doing this for the past 15 years and throughout my tenure there hasn't been, there has not been ever any kinds of issues, gang related, criminal activity on my, in my parking lot. It's just the way I manage things, I keep em under control, I make sure that nothing illegal happens there.

**Commissioner Gran:** When you say you say your prior experience, where were you before?

**Mr. Latif:** Right now I'm at 2370 W Cleveland, it's a Cigarettes for Less and Liquor.

**Commissioner Da Silva:** It's the one by the Verizon?

**Mr. Latif:** by the UPS, the old Verizon.

**Commissioner Da Silva:** Or the old Verizon.

**Mr. Latif:** It used to be Verizon there, yes and before that I had a couple gas stations, a couple gas stations that sold beer and wine in Fresno. Uh, there was one off of Belmont Avenue. Belmont and Abby to be exact and the other one was off of Blackstone Avenue.

**Commissioner Gran:** Belmont and Abby

**Commissioner Da Silva:** What are your operating hours going to be at this one?

**Mr. Latif:** Uh, I will be operating from 7-11 (pause) and even at Belmont and Abby we never had any issues. That's just the way I manage things and um, it, it alcohol is not really, it's not the most um, it doesn't generate the most amount of revenue for us but it is a component. Um, people come in getting for instance just a charcoal for their barbeque at home they would like to grab a few drinks. Or, people coming home after work. Uh, the rite aid was mentioned earlier, uh if somebody was coming home after a long day at work, they're, don't really want to stop at rite aid they'd rather stop at a store around the corner from their house just to pick up a 6 pack and go home. Uh, restaurants were mentioned, they're all on site, people drink there and they can't take alcohol home from there, they cannot purchase alcohol from there to take home. And, um, as far as the parking goes, we, we have made the parking available to the rear for the owner and employee so that will provide us enough parking for the customers there. Average time for a customer at a convenience store is about 3-4 minutes. They get in, they get their stuff and they leave. So, they're not parked there for very longtime.

**Commissioner Da Silva:** What about the cell phone?

**Mr. Latif:** The majority of the cell phone, those are customers that are either coming in to drop off their cell phone to get it repaired or they're just paying a bill. We have very few activations, as we know that the way that market is going, uh a lot of people are going to ATT, the corporate store and the Verizon corporate store. My goal is, is to do repairs there and they will not be waiting there for the repairs, they will drop 'em off and they'll leave. Uh, as I've done those before um, as far as opposition goes, there were some letters there, to me they're very self-interest comments. Um, the opposing individual did not really seem to be concerned with the public there, uh, Pho Dera is owned by Mr. Chaudry, uh, he's one of the oppo, uh you guys have the letter from him in opposition. Uh, Pho Dera sells alcohol there and there's a Martial, Martial Arts studio right next door. My location is across the street. That does not mess with the kids that are going there or any, anybody who's there. Um, I'm pretty sure people leave the restaurant, they drink there so, I'm pretty sure they leave drunk, whether it's buzzed driving or drunk driving it's the same thing. And, I think that's more of a concern for public than my store. And nobody had a concern with that when they were concerned for a conditional use permit or they were approved the type 41 license which is on site. And um, I, I strongly believe that, and Mr. Chaudry also owns the uh Super 7, the old 7-11. His opposition is only due to his own uh competition. I think he's worried that its goi., having my store there will bring up competition which in my opinion is a good thing, were a free market and free market is always, adjusts itself. So, uh that's pretty much all I uh, all I would like to add uh, last thing is you know, I would like to request your approval for the 2 cup's and the parking variance. There should, there shouldn't be any concern with that as I agree, I have agreed to all the terms.... Thank you.

**Commissioner Dal Cerro:** So, so you mentioned that you don't have problems with the way that you manage your properties.

**Mr. Latif:** Yes

**Commissioner Dal Cerro:** What, what, what do you have to do so that you don't have problems?

**Mr. Latif:** Uh, surveillance

**Commissioner Dal Cerro:** What kind of conditions do you deal with?

**Mr. Latif:** Surveillance cameras, the way you deal with people, you know like I don't let anybody hang out in front of the store there, uh, all the stores that I manage. Um, that's, that's my main thing. And, I think that's what causes problems when you have people hanging out or just go there and they, or even some homeless they like to hang out in front of the store, that's what causes problems. I don't let anybody hang out. That's how I control that. I have surveillance all over, throughout the store, I keep an eye out, I, I check my surveillance throughout the day uh, have monitors inside the store to where I don't have to run to the back to check my surveillance, I can check it right there and, any, any time I feel that there is some body that might be intoxicated coming in to purchase alcohol I deny 'em sales. I let 'em go, um, and even uh exterior, the parking lot, I have cameras there, so uh, or I have cameras there facing the parking lot, so even though, if I'm not, if I don't have a chance to look outside I can see who's hanging out there and I can tell 'em to leave.

**Commissioner Dal Cerro:** So, you're aware that you're across the street from Bethard square?

**Mr. Latif:** From, I'm sorry what?

**Commissioner Dal Cerro:** From a shopping center

**Mr. Latif:** Yes

**Commissioner Dal Cerro:** Across the street that's empty.

**Mr. Latif:** Yes

**Commissioner Dal Cerro:** So as the city works toward trying to redevelop that area how do you see the presence of your proposed use as being an enticement to that center being redeveloped..

**Mr. Latif:** Well

**Commissioner Dal Cerro:** In a way that is appealing to the whole neighborhood?

**Mr. Latif:** Well, we are developing uh, we are, uh renovating the building to make it look like the best building in the area. There, uh, that neighborhood, the buildings right next door to us, the shopping center, the where Pho Dera is, those buildings have seen their better days and we are willing to do every, being my property owner and to do all the necessary, not really necessary, we are actually willing to go above and beyond to do all the renovations we can to make it look like the best building there and I think that will compliment with the uh redevelopment of the parking, of the building across the street pretty well. And uh, uh, one thing I would like to add is that I don't put signs especially in the parking lot for alcohol or promoting tobacco. I don't, I do not believe in those signs and uh so anybody who's walking by or driving by, they will not see those signs cus they're

**Commissioner Dal Cerro:** But you have them in the windows? At least you do at your store on Cleveland.

**Mr. Latif:** Very minimum, very minimal.

**Commissioner Da Silva:** No signs in the one on Cleveland?

**Mr. Latif:** We do, very minimal.

**Commissioner Dal Cerro:** Oh, ok

**Commissioner Gran:** In the windows, not outside is what he's saying

**Commissioner Da Silva:** Do you have back windows in that store on Cleveland?

**Mr. Latif:** No

**Commissioner Da Silva:** So, where your signs at?

**Mr. Latif:** You're saying if I have the signs, yes, I do have the signs, very minimal.

**Commissioner Da Silva:** On the back side?

**Mr. Latif:** I'm sorry?

**Commissioner Da Silva:** On the back side

**Mr. Latif:** There are no signs on the back besides the lottery sign.

**Commissioner Da Silva:** The lottery sign..

**Mr. Latif:** Yes (pause) that's the only one that's a stand up sign that's sitting on the grass there.

**Commissioner Da Silva:** Nothing on the walls, nothing on the back

**Mr. Latif:** The wall is clean

**Commissioner Da Silva:** Not even your own sign?

**Mr. Latif:** Not even, well up top is our logo, our name is, that's there that's pretty much it. We always, well the back is we get it taken care of, we get it painted and make sure that there's no graffiti. It's very well taken care of.

**Commissioner Hutchings:** Any other questions at this time?

**Mr. Latif:** Thank you

**Commissioners:** Thank you.

**Commissioner Hutchings:** Ok at this time we will invite any other persons to comment on this item, either those in favor or those who are opposed, to please, would you like to step up to the podium please and give your name and address for the record.

**Mrs. Garcia:** Hi, my name's Carrie Ann Garcia, 211 N A St. I actually drive all the way from A Street which is really close to another liquor store to his current liquor store and I'm a soda freak, I love soda, so, I don't even go in there to purchase alcohol, cigarettes, I don't smoke and I don't drink but he has a fountain machine that I like their sodas there. So, I actually go all the way across cuz I feel safer with him than going on Yosemite Avenue um, so I just wanted to bring up that point that he's a very good owner and he does take care of his properties. Um, so that being said, I don't think that there would be anything to worry about with the alcohol sales and with the graffiti cuz literally I go all the way across town to use his facility instead of going to Liquor Plus that's right there. So, I just wanted to bring that up. Um, their store's always clean, they're friendly, they're actually a really good company to have in that area because it would help that area be sustained because like I understand the point there was a bunch of liquor stores, people are buying containers, closed containers and taking them off the property so, um, nobody's consuming alcohol and then driving away, so I, I think it would be a safer bet to do it that way. So, I would, I would go for them I am definitely in motion for them. Thank you.

**Commissioner Da Silva:** Thank you

**Commissioner Hutchings:** Any questions for..

**Commissioners (multiple):** No

**Commissioner Hutchings:** Anybody else who wishes to step forward then address the commission at this time. And um, Once again, if you would state your name and address.

**Mr. Mariscotti:** Chris Mariscotti, 119 S Park Drive in Madera, I own and operate the Vineyard Restaurant kind of across the street from there, across from, Bethard Square, 605 S I St. Were opposed to a convenience store selling liquor and alcohol there um, for a few reasons. One is the neighborhood, it doesn't need any more, we have several mini marts in the area selling, there's at least 1 2 3 within in, in

the range of that, in my idea in the range they're not even counting uh, uh the rite aid. Um, it, it isn't a high crime area now but it has been a high crime area with a lot of gang activity in past and the police department seems like they're doing a pretty good job of keeping a handle on it now but I know they're things are still going on there, we don't need, I'm not suggesting that this store would lead to more crime but it certainly wouldn't uh, it, it, it wouldn't help the situation and another reason is that Bethard Square has been sold recently and the, by rumor they are going to make it a little more um, I don't know if upscale is the word but they're going to improve the shopping center certainly from what it is now. I don't know that this, a convenience store would help improve our neighborhood so uh, were opposed to it and um, were not opposed to anybody making a living but I just don't think it would help our neighborhood or our business. Questions?

**Commissioner Hutchings:** Any questions?

**Commissioners (multiple):** Thank you

**Commissioner Hutchings:** Ok, is there anybody else that wishes to step forward?

**Mr. Chaudry:** Thank you very much for your public service, I am the owner of 200 W Olive Avenue, property east of the subject so here, um

**Commissioner Gran:** Excuse me, what's your name?

**Mr. Chaudry:** Khalid Chaudry sir, I'm the owner, but I'm not the owner of Super 7, I do own the property but I do not own any liquor license.

**Commissioner Gran:** I just wanted to get it on record, that's all

**Mr. Chaudry:** Thank you sir, ok, uh here, I've been, I'm representing 6 businesses right now, my tenants and I did send you a detailed letter, I hope you all had it with pictures.

**Commissioner Gran:** It was in our packet, yes sir.

**Mr. Chaudry:** it was, thank you sir. Ok, first of all you know I have east of me, there's a lot. A land lot uh, there used to be father and son they owned business over there along with a post office. So, there are 9 parking stalls, probably in a variance for you know parking did take place back then. So, spill over was to my property from east. Now you know there's a variance here required so as here it is mentioned in there'd be 2 people employed. There's no single liquor store or alcohol establishment in the ADR which is run by 2 people. Two employees, uh Valero sells alcohol right on the uh, you know on the highway 99 and Madera Avenue, ok then you have a Gateway Market, uh then you have Madera Market, Super 7, Vineyard, then uh Pho Dera, Rite Aid, and There'll be more liquor establishments coming in the big shopping center. There used to be one uh, beer license when Mi Rancho's Market, which was shut down. So, uh hopefully you know soon and I think hopefully Smart and Final's going to come so, this is my argument. Ok, then uh here I see Mrs. Noguera missed one point here, I have church within 250 feet from the subject. Iglesia Pentecoste Santo Y Fu, so here's a church so then for ABC rules you know that. Ok, then we have Renteria's Karate Center. Four hundred kids are present there Monday through Friday. Their class is ½ an hour classes starting from 3-7pm. So, children are present so it's, is it a school, I don't know whether you count it as a school or unlisted as to the public but it's an establishment for karate, karate school. Ok, for all 6 businesses at my property opposing this establishment and then you know, city, city has a minimum parking space requirement for the entity, business entities. If it was stand alone

with no contiguous business granting a variance would be a simple procedure. But, here in this case, so spill over would be to my property and one more thing I've been pushing to City Council, please do uh, do convey this to City Council, if you want to work for the City live in the city, that's where I found some missing information in Mrs. Noguera's uh presentation. I didn't like it. So, I'm opposing this and I think if um you approve it probably I will go to court or to ABC later on. So it's, please you know, shut it down this right here, close the subject here, I really appreciate it. If you have any questions for me, please.

**Commissioner Da Silva:** Uh yeah, can you tell me what Mrs. Noguera, what she did not present right or what she did wrong?

**Mr. Chaudry:** She did not present that there was a church in my property.

**Mrs. Noguera:** The church does not...

**Commissioner Gran:** That church, how big is the church?

**Mr. Chaudry:** For 60 people sir.

**Commissioner Gran:** That church chose to locate there?

**Mr. Chaudry:** Yes sir, it was there before the subject coming there, long before.

**Commissioner Gran:** but there are several stores around there.

**Commissioner Dal Cerro:** Let's, let the report preparer comment.

**Commissioner Gran:** Let her..

**Mrs. Noguera:** all churches within the city of Madera require a conditional use permit, a conditional use permit has not been secured for this church. There is also not a business license secured for this church.

**Commissioner Dal Cerro:** Ok

**Mrs. Noguera:** There's no allowance for it at this location at this time. It's not a legal church.

**Mr. Chaudry:** May I answer this?

**Commissioner Dal Cerro:** Sure.

**Mr. Chaudry:** First of all, a business license is not required for a church. They went to the, they have PGE in their name they have a water bill in their name.

**Commissioner Gran:** So are you uh, saying that city staff doesn't know the requirements?

**Mr. Chaudry:** They applied for that first and the city staff said oh, come back after this date and uh it's been 4 months they started the services.

**Commissioner Da Silva:** So they're in there illegally without a business license?

**Commissioner Gran:** Or CUP

**Commissioner Da Silva:** Or CUP, anything..

**Mr. Chaudry:** The PGE is in there, the water is in there so they..

**Commissioner Gran:** Just because you have water and PGE doesn't make it a business.

**Commissioner Da Silva:** Doesn't mean you can have a church there.

**Mr. Chaudry:** Then please shut it down.

**Commissioner Tyler:** But it's your property.

Background noise (unable to hear on audio)

**Commissioner Gran:** Hey, you'll have your moment to talk sir, you'll have to wait.

**Mr. Chaudry:** There are families there, they talk about..

**Commissioner Gran:** That's fine...

Background noise

**Commissioner Gran:** Hey, hey were not gonna get in a shouting match here.

**Commissioner Da Silva:** No, were not gonna get that here, no. Not in my room.

**Commissioner Gran:** You guys, everybody has, this is why we keep it to quorum here, so everybody has their chance to speak so you'll just have to wait your turn. You'll have a chance to speak.

**Commissioner Gran:** Ok, uh just thank you for your testimony

**Commissioner Gran:** If anybody else has any questions....I think were good, thank you very much

**Mr. Chaudry:** I would like to add one thing, may I?

**Commissioner Gran:** We'll give you, make it brief.

**Mr. Chaudry:** Ok, regarding the competitions that never obtained a single license out of the marketplace, they're always wanting the larger so there's, there's a news out in the community, how they win liquor license every time they apply for it out of ABC. So, you can check from your records. Thank you very much.

**Commissioner Gran:** Thank you.

**Commissioner Hutchings:** Is there anybody else that wishes to come up and address this item? Please once again, identify yourself, name and address.

**Mr. Sarjit:** Hi, my name is Sahar Sarjit.

**Commissioner Gran:** And address sir?

**Mr. Sarjit:** I'm sorry?

**Commissioner Gran:** Address, address please..

**Mr. Sarjit:** Address, I live at 2510 Beechwood Way in Madera

**Commissioner Gran:** Thank you.

**Mr. Sargjit:** I used to have uh some restaurants in town, I used to have a beer and wine license. So you know, I mean, I have been in the business so I do know how the business be run and all that. I do feel that you know that the way the economics are right now if somebody wanted to open the business I mean that person is a brave person under these circumstances to open a business because it's very, very risky. When someone opens a business, you know, city get the taxes and along with that the general public has a convenience to buy the stuff, whatever, according to their need.

**Commissioner Gran:** Uh hugh

**Mr. Sarjit:** So, that's that part. Another thing is that you know, Mr. Chaudry, he is saying that there's no problem, he has no problem on his property to allow the drinking of alcohol and he has the problem with the selling the alcohol. You know, the person who is gonna buy it and gonna take it home. So, I, I really do not understand that. Another thing that I, you know, as far as the parking is concerned they had already you know, agreed about it that this is what they are gonna do. They are gonna comply with the planning commission or the city rules for the parking. If he has a pro, problem with the somebody else is, you know he can call the tow company and get them towed away because you know if somebody else is parked illegally there's not business for that person to park illegally over there. Another thing is you know, he is allowing a business or any type of conduct you know which is not even approved by the city. So, he himself is doing illegal stuff and he is objecting the other person who want to do it legally. So I don't understand you know, that how come you know this person is objecting for it or anything like that. It's amazing you know that people like that you know..

**Commissioner Gran:** Sir, people can object, that's why we're here. People are for it, just like you're obviously for it and, and there's gonna be people against. Everybody needs to be able to express their view point and, and we've heard his view point and now we've heard yours. Is there anything else you'd like to add?

**Mr. Sarjit:** That's all I have to say.

**Commissioner Da Silva:** Ok

**Commissioners (multiple):** Ok

**Mr. Sarjit:** If anybody has questions, I..

**Commissioner Hutchings:** Thank you very much, appreciate it

**Mrs. Vernal:** Good evening, Debra Vernal with the Public Health Department. 14215 Road 28 Madera, Ca. and I just want to make you guys aware of the issues with e-cigarettes, tobacco and the proximity to the school. It's 1800 feet as you were saying, it's part of the safe routes to school, it's very close and the more our children are exposed to cigarettes, tobacco advertising, even if we think they're not being exposed the more normalized it is and the more likely they are to try it. So, I just want to bring that up, so thank you very much for your time.

**Commissioner Hutchings:** Thank you.

**Commissioner Gran:** And you meant to say one thousand eighty feet not eight hundred, right?

**Mrs. Vernal:** Yes, thank you.

**Commissioner Gran:** No problem.

**Mrs. Vernal:** For the record one thousand eighty feet.

**Commissioner Da Silva:** We gotcha.

**Mrs. Vernal:** Very close.

**Commissioner Hutchings:** is there anybody else that wishes to address the commission?

**Mr. Sheikh:** uh, hello, my name is Bobby Sheikh, I am the uh, owner of 300 W Olive. My home address is 2671 Marie Drive, Madera, Ca 93637. I am here in support first of all, as well as I have some uh supporting documents that uh were presented. I'm going to help my brother, he's my brother, the applicant in this location that we are requesting uh, uh 2 conditional use permits, variance and site, uh site review plan. Uh, the, I'm gonna start out with the issue that was not completely informed and elaborated upon which is starting with the issue that um planning commission had uh planning counsel, that well planning manager report has suggested a denial of the license. Of the alcohol sales license. I like to start with the, and they had basis of the moratorium. I would like to make certain things very clear. And there is a, and we accept that, uh there is a moratorium to the alcohol sales for new, new issuance of type 20 license. But there are exceptions to the uh moratorium. That was the only single reason that the ABC which is the state entity who is, the moratorium is the state entity that is willing to accept the moratorium and issue this new license if we are able to um, secure a conditional use permit for alcohol sales. It is very important. So I was uh as the report shows there is a moratorium upon certain number of uh consume, uh that they have to justify now the exception, I like to bring that to your attention which you have a copy of the exceptions there that are highlighted um maybe they were copies made but I have a highlighted copy that I um

**Commissioner Gran:** Ours were highlighted too, just so you know.

**Mr. Sheikh:** I'm sorry.

**Commissioner Gran:** Ours were highlighted too, so we got the same too.

**Mr. Sheikh:** Yeah, uh yes, so the exceptions started out with I would like to read it over. Not with standing section 23817.5 the department may approve an application for an off, off sale beer and wine license in area covered by section 23817.5 which is a moratorium. If the applicant shows the public, the uh public convenience or necessity will be served by the issuance and where all the following conditions are found to exist. I am gonna go on to that issue. First I would like to, I don't think that was um, a matter of fact it was prepared today. Uh, I don't think we had uh submitted to the uh, it's actually needed to be submitted to the ABC but if you like I have the copies to be submitted for your review in case and I'm gonna proceed with some other information. This uh we do and I can go over it a little bit, we do have uh, we do have a letter uh specifying the findings of the public necessity. It is a 3 page letter, uh, I'm not sure if it needs to be passed on. Please, if that's ok, or..

**Commissioner Hutchings:** Pass it on? We have it.

**Mr. Sheikh:** That is the new one that we have made today, sorry it could not be provided sooner, we just came across it this morning very late. So, we prepared for it.

**Commissioner Hutchings:** Just a moment, a question for the attorney. Um, if you have a copy of this it references in, uh, business and professions 23-18 dash or .7 that refers to the department. Would this be referring the ABC then?

**Mr. Richardson:** It may be ABC (unable to make out words)

**Commissioner Hutchings:** Ok, but it's not the city of the commission or whatever that's...

**Mr. Richardson:** Are you talking about this letter that was just provided

**Commissioner Hutchings:** No, I'm referring to the business and professions, the copy of it.

**Commissioner Gran:** The highlighted one provided when we got here.

**Commissioner Hutchings:** Its right below the orange highlight area there. It's uh it's subsection A and it references 'the department' there so, um I, I guess I bring this up because

**Mr. Richardson:** I assume it's the ABC department without

**Mr. Sheikh:** If I may, it is uh ABC they have an up to date book that came out in January uh 2015. This is printed out of their uh code, business code and profession and that is what is presented to you. As well, it has a form 245 from ABC attached to it. That shows that very clearly first of all our sensus of tract is 5.02.

**Commissioner Gran:** Could I ask you one quick question?

**Mr. Sheikh:** Yes.

**Commissioner Gran:** Who wrote this that we just received?

**Mr. Sheikh:** Uh, the applicant, Mr. Janaid Latif, uh..

**Commissioner Gran:** Thank you, that's all I (unable to make out audio).

**Mr. Sheikh:** Sorry we did not put the names at the bottom..

**Commissioner Gran:** No problem, thank you.

**Mr. Sheikh:** So um, I'm gonna, If I may continue..

**Commissioner Gran:** Sorry, sorry to interrupt you.

**Mr. Sheikh:** it's ok, there is no problem with that. We are on sensus tract 5.02 with a 10 allowed licenses and 8 in existence. So, if there is one approved we will be in the, within the guidelines we are not asking to go over and beyond. They, uh I would like to add more to that uh, uh, I go back to that the uh 23817.7 the exception to the um issuance of the type 20 new license. There's number one, the applicant, the applicant premises are located in a crime reporting district that is below the, below that specified pursuant to paragraph one of subdivision a section 239895.4 of concerning an application the department may take into account a district crime reporting district. If the applicant premises are located with 100 feet of the boundaries of any adjacent district the department shall use an average of reported crime in the crime reporting district in which the premises are located and reported crimes in an adjacent crime reporting district. If the total crime reported in the adjacent district or district is

greater than the crime reported district in which the premises are located. So we, in order to meet that condition, uh somebody had ask earlier uh about the, the uh numbers of crime in the area, the police chief is here, he will be most likely speaking out and giving you the information. I went down to the office this morning and had uh asked for a report of crime statistics. I was not really able to get one very um specific. They have uh online website that they use, it was a very nice staff member in there who helped me uh, she had said it to me, we will email later that shows in the, um are, we are district 2, we are adjacent to district 6 uh and so far the last year, this is year to date 12/08/14 to 12/08/15 they had a website that they had uh collected the data and it shows that our district uh crime reported incidents uh district, uh district 2 which as we are in proposed location 864 in comparison to district 6 is 1714. It's a very good job is done by the PD. You know were not saying that we uh add more licenses or not but we are going to do our best to take care of that issue and I am gonna proceed with more and give you the information about that. So uh now were going to step over to the number two, the applicants applicant premises are..

**Commissioner Dal Cerro:** Sir remember the time limit on this.

**Commissioner Hutchings:** Ok

**Mr. Sheikh:** I'm sorry it's going to take a little more time than that because I need to present you the complete information that is needed to I think justify the use permit. The applicant premises are located in area that falls below the concentration level uh provided in paragraph 3 of subdivision of section this and that..So this is the second that we are not over concentrated. Now number 3, the local government body of the area in which the applicant premises are located or its designated subordinate officer or body determines that public convenience and necessity would be served by the issuance. That point is very important. Initially when we started this application process we had uh, ABC had asked the city to issue a PCN and when we went to the city, city was reluctant to issue a PCN. We went back to ABC, we had asked them if there was an option, they actually had spoken to the planning manager Mr. Boyle and they had agreed upon, and this is not new, this is before that city of Madera was opt out of issuing a PCN for new alcohol sales. So that, this three issues has been resolved so moratorium and PCN is actually one issue that has been resolved completely between the applicant and ABC. It shows on the bottom of the page form 245 by the ABC that this uh, applicant is responsible for providing a PCN findings throughout he ABC as well as ABC's help and that has been taken care of. That has been met. We have a PCN letter submitted for review information as well. Uh, now I'm gonna go back to the uh, so we are within the guidelines uh, uh.

**Commissioner Da Silva:** Can you summarize this like in the next minute or so so we can give others the opportunities.

**Mr. Sheikh:** Ok as well as the, as well as the so as far as the variance of the parking in which my brother has initially submitted for the application, our well you know our customer time is maybe 3-4 minutes and they will be leaving, there is not, it's not gonna be a uh problem. We have accepted to allow that garage in the back is huge, it, it can be used for more than just two parking, we can park even three cars inside and two cars outside. So, so the planning manager, they had a condition that we have to use that garage for parking only, we have no problem with that. And uh, as far as the opposition again, uh, uh I researched to find that the church facility if it is in existence we do not have a business license, we do not have a uh, uh conditional use permit. That's what's required so, th, to me there is no church. No, no question about..

**Commissioner Dal Cerro:** I think we understand that issue, we got all that, yeah.

**Mr. Sheikh:** Then we had another issue with the next door neighbor uh Mr. Garibay. I think his letter is in there he worry about the graffiti and stuff. I wanna make it clear you know, we are going to take care of this building in any way possible uh, I think I have some pictures. We have uh uh proposed the um review uh, uh site plan review. These are the pictures we are going to chain this to. Ugh the building, it's going to, even the new building you're going to have most likely it's going to be nice because it's going to be state of the art facility but this building is going to be updated and clean look. If, if it's a, if a building is vacant that is a problem of graffiti, that is, is the problem of gang, gang issues. That, and once there is a good operator in the building there is no problem as long as they take care of your uh, take care of their property. And uh, I guess I'm running out of time so I uh.

**Commissioner Da Silva:** Yeah, we've been up her a little while long.

**Mr. Sheikh:** Yes I will be back I guess, thank you.

**Commissioners Da Silva:** Thank you.

**Commissioner Hutchings:** Ok

**Commissioner Gran:** Ask the chief if he would like to speak

**Commissioner Hutchings:** Chief Frasier would you like to come up and address this item?

**Chief Frasier:** Mr. Chairman and Commissioners, I almost hate to drag this on. I, I would like to add that it is the police department's responsibility to issue PCN and a number of years ago we abdicated that authority to ABC based on a number of factors. One, oftentimes we would find that there was not a PCN met and ABC would issue a license anyway. And as a little too earlier often times we can fine for pcn or not find for PCN and then a conditional use permit is issued. The city does not want to be in a position where we, we have conflicting direction based upon a location. So, that is another reason that we gave up the right to um identify PCN. The, the moratorium is in place and I'm sure this is in your report, it's in place because the county of Madera has excess type 20 licenses. And, it's already been brought up by numerous people that there are within certainly within distance other locations that someone can buy uh alcohol from. From my stand point as a law enforcement agency Madera has a drinking problem. WE deal with our, our call that we respond mostly to, is drunk in public. Um, all over town I'm not saying that this will necessarily contribute to that but I think the more opportunity you have to buy the alcohol there is the potential for that to occur. Um, so is there any questions that I can..

**Commissioner Hutchings:** I have one question that I'd like to um, seems like we've had these 2 issues brought up and I'm not really sure they are related and that is the concentration in these tracts along with the state moratorium. Ah, the state moratorium apparently refers to the county as a whole and it doesn't really seem to matter what concentration, what low concentration or what over concentration that you have. That it's just uh, in fact I believe the city staff indicated that they would not have had any problem with a transfer. I understand there have been transfers from um uh Ahwanee I believe was one that I heard here to Madera whatever, so sounds like this is something that's uh done on a county wide basis then and so um you have anything to say on that?

**Chief Frasier:** I think you're assessment is correct and I think it is based upon the establishments within the county and I know that Mr. Boyle could probably more adequately address that. Um, but it is, it does

not take into account a particular location whether there's 5 or 6 in the immediate proximity or not. It does weigh in on only county wide as in total. So there's no consideration by the state to say that..

**Commissioner Gran:** So, in this city zone I think that this product is section two, zone two you're not in favor of, of a new license, correct?

**Chief Frasier:** Uh, this, this all started, we get a um a plan review that is provided to the department. That review is provided by a Sergeant. The Sergeant looks into that and makes a comment on whether they think it is or is not appropriate. Typically because we do not decide PCN we refrain from comment. There was a comment made in this instance where um Sergeant Randy Williams indicated that this was an over concentrated area and I feel fairly con, confident that if we were issuing PCN we would probably find that would be the case. And um, crime is not the sole issue that you look at its kind of a, a combined effect. You look at the crime, you look at the crime surrounding the sensus tract, you look at the stores that are in place, you see what the distance is from the location, you weigh all those factors and then you decide whether you think the community would benefit from that or not. Um, and at the time the Sergeant looked at that and he felt that there was more than enough establishments in that area to meet the public need.

**Commissioner Hutchings:** In the report it states, uh the city of Madera police department stated the department believes this community is sufficiently well served in the state approved moratorium would be observed.

**Chief Frasier:** That is a fact

**Commissioner Hutchings:** Any other questions for Chief Frasier at this time?

**Commissioner Gran:** Thank you for your time

**Commissioner Hutchings:** Ok, is there anybody else that wishes to address the commission?

**Mr. Ball:** 3143 Hollow Avenue, um all I wanted to add is um I'm for it. Um, I mean there's a lot of things that brought up, there's a lot of liquor store, a lot of, I would say that, that um it's gonna be helping uh neighborhood as well as convenience um, it was mentioned that there's only 3-4 minutes of wait time, and um when anybody comes back from work they can stop by and get what they need and then uh go home. (unable to hear audio)

**Commissioner Hutchings:** Ok

**Commissioner Gran and Hutchings:** Thank you.

**Commissioner Hutchings:** Ok, is there anybody else that uh would like to address

**Mr. Latif:** 2370 W Cleveland, honorable Commissioners and my community friends I request to your kind honor, please approve the uh, cup and variance (unable to interpret) per state law, ABC has reported 300 W Olive is, is under sensus tract number five o two. There are ten licenses allowed and 8 licenses are in that sensus tract that is the state law. State people, ABC state. There are 10 licenses allowed and 8 are in the sensus tract number five o two. Less crime area which we find from different sites, I beg to honorable commissioner if the cup will be allowed, there will be doors open, lights will be open somebody will be on the job. When you get chance to drive that street please, you can look there are two, (unable to translate) there one person was in a pos, two person in the position next to next door I

request humbly request to them be a good neighbor, and good relation and love to each other this is no way to complaint against any business. One guy who is standing on his own feet he is trying to have that job and somebody want to stop it. And people will mark on the building the light I will see again the light but, but I will not because the same thing. In the presence of moratorium which is exempted for this application, the ABC letter is in my hand, it says ABC 245 that is the state paper. It says applicant 238177 moratorium exemption. In the presence of moratorium for this county the, which is already reported by the staff report they say on page number three, should so many licenses type 20 beer and wine license if you want I will tell you one by one. There are maybe 5, I humbly beg to

**Commissioner Gran:** Were, ok with, we got it, we don't need the five.

**Mr. Latif:** Ok, I humbly beg to commissioners please approve conditional use permit for a new type 20 license. In page number three the parking, we will observe the rules and regulations of the city. I make sure. Kindly approve it. On page number eight motion 1B, 300 W Olive applicants business will ride middle of good neighborhood J Street, L Street, M Street, Maple, Walnut, Dunham and uh Monterey long Street. It will be public, walking people come to the store. When they finish their job, when they off from their job or business they will be tired, they will be quickly come in the store and they will buy the beer and wine also for their home. It is not eating place, it is not drinking place. It will be covered and it will be bagged. Nobody can drink outside there, nobody can stand there.

**Commissioner Hutchings:** Ok, can you summarize your comments in the next 30 second please.

**Mr. Latif:** Ok sir. So I want to add here a little bit, there are to opposite, I want to tell them again, become a good neighbor. Love to the people not this is not right way to stop to anybody that he cannot do business here. It is their own finances, their own mortgages, their own expenses, they have to stand on the, on the foot so I want to uh, humbly request to Mr. Garibay and Mr. Chaudry that this is the not right way. You see one guy, he's the CPA and everybody know how much he make in money. And one guy he is standing on his own foot and somebody try to stop him. This is not good. And he is giving the reference of one store it is closed. Big store, big building. Its name is Mi Rancho, it is closed, it had beer and wine license. This, this is necessity to new place to sell for the neighbor and community.

**Commissioner Da Silva:** Thank you for your comments.

**Mr. Latif:** And another thing about business owner operator.. if he has problem with uh parking he should to talk to them and I will help him.

**Commissioner Gran:** That's it.

**Commissioner Hutchings:** Ok, I believe we have addressed many of these issues already.

**Mr. Latif:** And he said there is a church..

**Commissioner Hutchings:** Ok we understand.

**Mr. Latif:** Ok sir, thank you.

**Commissioner Hutchings:** Ok um, are there any new concerns to be brought up.

**Commissioner Tyler:** He said 30 seconds.

**Mr. Chaudry:** One question for you sir, uh the planning manager. Can you enforce parking, really?

**Commissioner Hutchings:** Uh, first of all, name and address.

**Mr. Chaudry:** Khalid Chaudry, owner 200 W Olive Avenue, so one more question, you know, 126 W Olive which I mentioned in my letter, so there's no way to enforce parking for the variance. So, I've been beating at the drums for the past four years that hey, my parking is being stolen from the next door so nothing happened, oh, go to what uh code enforcement. From code enforcement and back to Planning Commission, god knows where to go now.

**Commissioner Dal Cerro:** You know, we'd be interested I think in hearing testimony about your position. Not a query of staff at this point.

**Mr. Chaudry:** So, so there's, basically there's no way of enforcing that please?

**Commissioner Gran:** Ok, please.

**Mr. Chaudry:** Thank you.

**Commissioner Gran:** Thank you.

**Mr. Sheikh:** (unable to hear audible)

**Commissioner Da Silva:** Uh, you had 10 minutes.

**Commissioner Gran:** Give the applicant a chance to rebut this, just the applicant.

**Commissioner Hutchings:** Yes ok, please abridge it, please.

**Mr. Shiekh:** Bobby Sheik 2671 Marie Drive Madera Ca 93637. I appreciate the comment from Chief of Police, Mr. Frasier. We have went and seen and spoken to him in regards to this issue. Initially he was not uh completely made, made aware of this. At the point when we spoke to him he thought its uh sensus tract eight and there, uh Mr. Frasier mentioned that uh Mr. Randy went and had made a comment we had one time uh made a reach uh matter of fact reach applicant out to Mr. William at one time due to their concern initially and uh uh I think it's been changed after but this this is the response from Mr. Randy William which had un, please our Planning Manager Chris Boyle, he was very nice, help us out a lot in this matter but uh, I like to make that uh to the to the commission. It looks like I need to clarify our comment on this request it is my understanding that ABC has determined that the addition of the license will not be excessive for this sensus tract and have declared there is a PCN for this location which is between ABC and applicant. If there is the case the department has no further objection or comment. I'm not sure how it made the change after but we had clarified some things that I don't think informed to the police department in the time of the circulation. I'm not sure where the problem was but we had reached out to them and informed them of the issue. And so un, under the mor, moratorium issue was resolved uh as well as the PCN so I hope that's not an issue to deny the request but good luck to us.

**Commissioner Hutchings:** Ok, ok, thank you.....ok um at this time we would like to close the public hearing and return the matter to the commission for further discussion or further action.

**Commissioner Gran:** First of all I would like to say um, to say I'm glad everyone showed up tonight and got their voices heard cus we did hear you and we did listen to you. Chief it's always good to have you in our audience, appreciate that. And, I'd like to say that staff did one heck of a job.

**Commissioner Hutchings:** I'd say the same thing.

**Commissioner Gran:** Ok, uh and I tend to agree with all your comments including the moratorium and if they were able to purchase an existing type 20 license, the transfer. Uh, the problem isn't with ABC necessarily. The problem is with protecting the health and welfare of this community, and the, the concentration in this area, not just in the enti, one zone. That's where we're looking at. We're looking basically about a five block radius here where you could, where we do have a concentration and you are correct there was a beer and wine license across the street and there's a chance that something in the new Bethard Square may come back to us with a beer and wine license. Nobody knows what's in the future here. They're gonna have the same problem you're having right now. Um, as far as the parking you meet the requirements in my eyes and in staffs eyes and you've gone over and above to try and accommodate that. And, I understand about the customer turn over and that's always good to hear. The national, and, and um also from an operator who, who knows knows his business. Um, the tobacco side seems you've met the requirements there. Uh, again, I'd have to go with, with staff because we do have a new regulation in place and you're meeting the newest regulations that we basically formed with the help of the Health Department last time. Uh, 80 feet, the 1080 feet, I do tend to agree though I'm sure if you measured as a crow flies we'd have a different measurement. So, um that's open to interpretation. Um, I, I this is a, this is a difficult decision and that's why we're up here. This isn't something that we always enjoy but with that I make a fo, I make a motion for

**Commissioner Da Silva:** Two separate motions.

**Commissioner Gran:** Yeah, let's make sure I do this correctly, motion 1A with the findings and conditions.

**Mr. Richardson:** Do them separately.

**Commissioner Gran:** And motion 1B, no motion A, take 1A..

**Mr. Richardson:** Take 'em one at a time.

**Commissioner Gran:** Yes.

**Commissioner Dal Cerro:** Do we have an opportunity for more discussion.

**Commissioner Gran:** Yes of course, I'm making a motion we can all discuss.

**Commissioner Da Silva:** He's making a motion.

**Commissioner Dal Cerro:** You know, I agree with all of your comments, I, with exception of your comments about tobacco. I think that given the placement of the, uh proposed market on what is essentially the major route for high school students and elementary school students to exit their campus and travel east into their neighborhoods, I don't find that to be a good, uh message to the young people of our community. I think that um, well you can certainly point to other retail establishments that sell tobacco in the area. I think it's location in a mini mart, which by my experience tends to draw young people on their way home from school to get a soda, to get chips, I don't find that uh, to be a good location for that use. So, I share the concerns about alcohol but mine are a little broader they would go to the tobacco sales as well. Um, 80 feet, I mean we've made an arbitrary point at 1000 but I think

that's over ridden by the fact that that is the major through fare for the foot traffic away from the schools. So, those are, those are my concerns.

**Commissioner Da Silva:** My concern is we have way too many in this town. Too many liquor stores, too many tobacco stores. This town is saturated with them. You can go a ¼ mile and get a beer anywhere you want in this town.

**Commissioner Tyler:** (unable to understand)

**Commissioner Da Silva:** We do have drunk drivers all the time in this town.

**Commissioner Tyler:** and you, and I'm with him, you have a lot of high school students

**Commissioner Da Silva:** And we have a lot of students, yes.

**Commissioner Tyler:** And it is gonna be just congregate right there in that area.

**Commissioner Da Silva:** Yes, exactly.

**Commissioner Tyler:** Because there's a lot after school that are across the way with their skate boards so when you see a mini mart you tend to have people just hang there

**Commissioner Da Silva:** And lunch time you have kids at lunch time that leave campus too.

**Commissioner Tyler:** And I just, I just think it's just too close to the schools, I have a problem with that one.

**Commissioner Da Silva:** So I understand we have a motion on the table, I just.

**Commissioner Gran:** It hasn't been seconded.

**Commissioner Da Silva:** It hasn't been seconded though.

**Commissioner Gran:** Uh, and don't get me wrong, I'm very open to discussion here if you guys wanna change it just we can, we can, my motion dies basically for lack of a second so if you guys wanna craft something else that, that's fine too.

**Commissioner Dal Cerro:** I would move that we adopt motion 3 at this point in time, move to deny the application. Uh certainly the applicants are free to come back with another proposal. I think a proposal which deleted um, emphasis on sale on alcohol and tobacco uh might uh, be viewed favorably by, by at least some of the commissioners up here. So, I would move that we adopt motion 3.

**Commissioner Da Silva:** I'll second that.

**Commissioner Hutchings:** Ok, it has been moved and seconded to approve motion 3 to deny the application for conditional use permit 2015-28, conditional use permit 2015-29, variance 2015-03 and site plan review 2015-32 based on and subject to um findings um the proximity of the proposed business to the schools I guess would be one of the concerns

**Commissioner Gran:** Health and welfare.

**Commissioner Da Silva:** yes.

**Commissioner Hutchings:** The health and welfare of the community, ok, any other uh, ok uh, those who are in favor of the motion please indicate by saying aye.

**Commissioners (multiple):** Aye

**Commissioner Gran:** Nay

**Mr. Richardson:** Have Zelda poll you guys, I'm gonna have her poll you for this vote.

**Mrs. Leon:** Ruben Mendoza – Aye

Robert Gran Jr – Nay

Pamela Tyler –Aye

Jim DaSilva – Aye

Jeff Dal Cerro – Aye

And, Kenneth Hutchings – Aye

One, two, three, four, I have five aye's and one nay.

**Commissioner Da Silva:** Ok.

**Mrs. Leon:** Motion would pass.

**Commissioner Hutchings:** Ok, the motion has uh been approved by a vote of five to..

**Commissioner Gran:** (unable to hear)

**Commissioner Tyler:** Denied, the motion has been denied.

**Commissioner Hutchings:** No the motion 3..

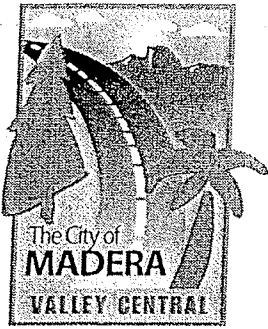
**Commissioner Gran:** Motion 3, I'm sorry the motion was to deny and it's been..

**Commissioner Hutchings:** Yeah the motion's been approved by a..

**Commissioner Gran:** Sorry for the mistake.

**Commissioner Hutchings:** Ok, thank you, that will conclude this item .

**Commissioner Tyler:** I'm just sorry, (unable to understand audio)



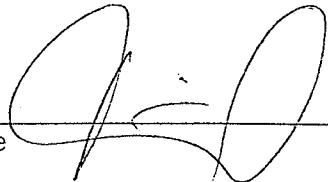
APPLICATION FOR APPEAL OF ADMINISTRATIVE DECISION

APPLICANT NAME JUNAID LATEEF, 2671 MARIE  
ADDRESS 300 W. OLIVE AVE  
CITY MADERA PHONE 559-871-4441

AN APPEAL CANNOT BE ACCEPTED FOR PROCESSING WITHOUT A FULL EXPLANATION OF THE CIRCUMSTANCES SURROUNDING THE ACTION, AND THE GROUNDS FOR THE APPEAL THEREOF. (USE ADDITIONAL SHEETS IF NECESSARY.)

I AM HEREBY APPEALING THE DECISION OF (NAME) Planning Commission ON (date) 12/8/2015 PERTAINING TO ACTION RELATING TO MY PROPERTY LOCATED AT 300 West Olive Avenue AND FURTHER IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 012-051-016. THIS APPEAL IS BASED ON (GIVE A FULL EXPLANATION)

Please see attached.

Signature 

THE SUBMISSION OF THIS FORM, COMPLETED AS REQUIRED, AND ACCOMPANIED BY THE APPLICATION FEE AS DETERMINED BY THE CITY COUNCIL, ENTITLES THE APPLICANT TO A HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MADERA AT THE NEXT AVAILABLE PUBLIC HEARING, UNLESS DELAYED AT REQUEST OF THE APPLICANT OR DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF STAFF OR THE CITY COUNCIL OF THE CITY OF MADERA.

DATE FILED 12-9-15  
DATE ACCEPTED \_\_\_\_\_

**RECEIVED**  
DEC 09 2015  
CITY OF MADERA  
PLANNING DEPARTMENT

APPLICATION FEE:  
Administrative \$1,204.00  
Project Approvals \$ 605.00

02-245777  
12/9/15  
605.00

## Letter of Appeal to the City Council

Subject: Appeal for approval of CUP 2015-28, 2015-29, VAR 2015-03, SPR 2015-32  
& Categorical Exemption.

Business: Captain Mart & Wireless at 300 W. Olive, Ave, Madera.

My name is Junaid Lateef, requesting appeal of the 2-CUP's, VAR and SPR, listed above, for the subject property. Based on the notice an appeal letter should be submitted before the City Council meeting.

On December 8, 2015, the planning commission "Moved to deny the use permits, parking variance, site plan review due" to unspecified followings. Personal beliefs may have played a huge role in that decision.

I have agreed to all the terms and conditions listed in the staff report, yet there seemed to be a lot of uncertainty. It was felt that the commission did not grasp no properly consider the basis of staff's evaluation or recommendation. Staff was able to recommend approval for the parking variance, site plan review, conditional use permit approval for tobacco, tobacco related items. The commission failed to approve the conditional use permit for alcoholic beverage sales despite the fact that the law moratorium and exception to the moratorium were provided at the time of the scheduled hearing. Not all commission members may have observed the silhouette (s) from important vantage points.

I have agreed to revitalize the building in such a way that it would be an example for any commercial property owner in the area. As an appellant I respectfully request that the City Council to overturn the decision of the Planning Commission and uphold Staff's recommendation to approve the Parking variance, Site plan review, Conditional Use Permit for tobacco sales. The Staff and Alcoholic Beverage Control, have done their due diligence to provide that the subject property is not within a concerning distance to any sensitive building(s). By the addition of Alcoholic beverages and tobacco products it will create economies of scale to the consumer. Demand may remain the same, and with a higher supply consumers will have options to purchase products at reasonable prices.

Morals and welfare of the Community and the City is always my concern and will provide the most dynamic ways to prevent any concerns, detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing and working in the neighborhood of the subject site.

I look forward to working closely with staff during the appeal, and further justification letter will be provided prior to the City Council meeting.

Sincerely,  
Junaid Lateef  
559-871-4441



SOLOMON SALTSMAN & JAMIESON  
A Partnership of Professional Corporations  
426 Culver Boulevard | Playa Del Rey, CA 90293  
Telephone: 310.822.9848 | Facsimile: 310.822.3512  
Toll Free: 800.405.4222  
www.ssjlaw.com

**R. Bruce Evans**  
Partner  
Email: bevens@ssjlaw.com

RECEIVED  
City of Madera City C  
By: Alvarez  
Date: 1/5/16

January 5, 2016

Christopher Boyle, Planning Manager (via email: [cboyle@cityofmadera.com](mailto:cboyle@cityofmadera.com))  
Sonia Alvarez, City Clerk (via facsimile (559) 674-2972)  
City of Madera  
205 West 4th Street  
Madera, CA 93637

**RE: City Council Appeal Hearing for Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32  
Captain Mart & Wireless – 300 W. Olive Ave., Madera  
Request for Hearing to be set for April 1, 2016**

Dear Mr. Boyle:

It was a pleasure talking with you this morning. As we discussed, my office has been retained to represent the Lateef family with respect to the appeal before City Council for the above-mentioned matter. I understand the City plans to initiate a code amendment to revise the 4/5 majority vote required of the City Council to overturn a determination of the Planning Commission. This shall confirm that the Appellant requests that the City Council appeal hearing be set for April 1, 2016 to allow for the code amendment process to be completed. Additionally, we have scheduling conflicts with the proposed January 20, 2016 hearing date. Appellant will waive any time deadlines in which the City Council must render a decision on an appeal pursuant to Madera Municipal Code Sections 10-3.1310(C) and 10-3.1410.

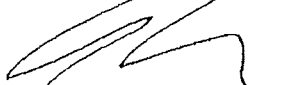
My office is reviewing the material and working to provide additional information in which the City may consider in its decision. We were just retained yesterday and are getting up to speed but I anticipate we will produce additional evidence and revise the current Application. Accordingly, we would request the City Council remand this matter to the Planning Commission to further consider the matter before taking up the appeal.

City of Madera  
Appeal Hearing  
January 5, 2016  
Page 2 of 2

Please call me if you have any questions. I will contact you shortly to meet in person to discuss this case.

Very truly yours,

SOLOMON SALTSMAN & JAMIESON



R. BRUCE EVANS  
Licensed in California

RBE/nm

cc: Jennifer L. Oden (via email only)  
Client (via email only)

## Draft Proposed Operating Conditions and Policies

### Captain Mart & Wireless located at 300 W. Olive Ave., Madera, CA

Mr. Junaid Lateef, the owner and operator of the above-mentioned proposed location, takes the responsibility of selling age-restricted products seriously and wants to make sure that the sale of alcoholic beverages at this site does not negatively impact the surrounding neighborhood. Accordingly, Mr. Lateef will voluntarily agree that the following conditions be incorporated into the Conditional Use Permit (“CUP”) to address any potential concerns of the City, law enforcement, and the surrounding community.

1. The sale of alcohol may only occur between 7:00 a.m. and 10:00 p.m.
2. A maximum of 10 percent of the retail floor area may be devoted to beer and wine sales. Retail floor area shall mean those areas directly accessible to customers, physically and visually.
3. The quarterly gross sales of alcoholic beverages shall not exceed 25 percent of the quarterly gross sales of all other retail products during the same period.
4. There shall be no exterior advertising or signs of any kind or type placed in the exterior windows or door of the premises promoting or indicating the availability of alcoholic beverages.
5. All indoor display(s) of alcoholic beverages shall be no closer than five feet from the store entrance.
6. The licensee shall regularly monitor the area under its control to prevent the loitering of persons about the premises.
7. The licensee shall post signs in the area under its control with regard to prohibitions of open containers and loitering at the location and no loitering will be tolerated.
8. There shall be no coin operated video or arcade games and no adult magazines or videos shall be sold.
9. Digital security cameras shall be installed to monitor the interior and exterior of the premises. Footage shall be maintained in a digital format of not less than thirty (30) days. Footage will be shared with law enforcement upon request.

10. Cooler doors for alcoholic beverage products will be locked during hours when alcoholic beverages may not be sold.
11. On-site consumption at any time is prohibited.
12. No beer in 24-ounce or less cans or bottles, which is normally sold in multi-package containers, shall be sold individually. However, specialty craft beers may be sold individually.
13. No display of alcohol shall be made from an ice tub, barrel or similar container.
14. Sale of wine shall not be sold in containers less than 375 ml.
15. No malt liquor or fortified wine products shall be sold.
16. No sale or distribution of alcoholic beverages shall be made from a drive-up or walk-up window.
17. The licensee shall implement an alcohol sales training program to train all employees regarding the responsible retailing of alcoholic beverages.
18. The applicant shall obtain a legal beer and wine sales license (Type 20) from the California Department of Alcoholic Beverage Control ("ABC") and shall comply with all applicable ABC requirements.



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Toll Free: 800.405.4222  
www.ssjlaw.com

Jennifer L. Oden  
Attorney  
email: joden@ssjlaw.com

March 28, 2016

Via Email and Facsimile:

Madera City Council  
City of Madera  
205 West 4<sup>th</sup> Street  
Madera, CA 93637  
Fax: (559) 661-5405

Christopher Boyle, Planning Manager  
City of Madera  
205 West 4<sup>th</sup> Street  
Madera, CA 93637  
Email: [cboyle@cityofmadera.com](mailto:cboyle@cityofmadera.com)

**RE: City Council Appeal Hearing for Conditional Use Permit 2015-28, Conditional Use Permit 2015-29, Variance 2015-03 and Site Plan Review 2015-32  
Captain Mart & Wireless – 300 W. Olive Ave., Madera, CA 93637**

Dear Honorable City Council Members and Planning Staff:

We request that this letter be made available to the City Council and included in the Planning Staff Report. My office represents Junaid Lateef, the owner of the above-mentioned proposed location. As you are aware, Mr. Lateef applied for a Conditional Use Permit (“CUP”) for the sale of tobacco products and beer and wine at the proposed location. On December 8, 2015, the Planning Commission denied Mr. Lateef’s application and now, Mr. Lateef appears before the City Council to appeal the Planning Commission’s determination.

Mr. Lateef is requesting a Conditional Use Permit for the above-mentioned project in order to provide the community with a neighborhood grocery market. The neighborhood market will be family owned and operated and will be able to provide a variety of grocery items to the community. The sale of beer, wine, and tobacco products will be incidental to the sale of grocery items, including, but not limited to produce, dairy, dry foods, medicine, household items, etc. But, as beer and wine are expected within a grocery store, it is vitally important to the sustainability of the business to offer its customers a wide variety of grocery items, including beer and wine.

We realize that there are concerns related to the sale of beer and wine. Mr. Lateef takes these concerns and the sale of age-restricted products seriously and thus, has developed conditions that can be imposed in order to address these concerns. As adequate conditions can be imposed to eliminate any concerns, there should be no concern for public safety and/or any nuisance related matters because the market will operate under all confines of the law and pursuant to imposed conditions. For your reference, the conditions are attached, but notably, Mr. Lateef will do all of the following:

- Limited hours of beer and wine sales
- Limited floor space devoted to beer and wine (no more than 10 percent)

California | Oregon | Washington | Wisconsin | New York  
Litigation | Personal Injury | Gaming | Employment Law | Land Use | Indian Law | Alcohol Licensing

City Council and Staff  
Re: Captain Mart & Wireless  
March 28, 2016

- All age-restricted products will be kept behind the sales counter to be accessed by employees only (see attached floor plan)
- No beer in 24 ounce or less cans or bottles will be sold as singles
- No advertising for beer and wine
- Security cameras and monitoring of the store and parking lot
- All employees will be trained regarding the responsible retailing of beer and wine

Additionally, Mr. Lateef is agreeable to a condition which allows the CUP to only be valid for a one year period and thus, the CUP would have to be renewed within one year. Therefore, if there were any nuisance related issues then the City would have the discretion to deny the renewal of the CUP. Also, Mr. Lateef would be agreeable to a condition that required the premise to be that of a neighborhood grocery market that sells a variety of grocery items and thus, the neighborhood market would not be permitted to morph into a liquor store. Notably, one of the proposed conditions limits the floor space that can be devoted to beer and wine to no more than 10 percent.

Mr. Lateef also plans to make improvements to the building in order to ensure that the location does not attract any nuisance related activity. Mr. Lateef will provide additional landscaping in order to enhance the appearance of the neighborhood grocery market and the site. Mr. Lateef is also agreeable to additional fencing and/or a wall between Mr. Garibay and Mr. Lateef's property, if Mr. Garibay desired, as an added separation between the two businesses. However, we are advised from Mr. Garibay that he does not wish to have such fencing and/or wall. Renderings of the proposed neighborhood market are attached for your reference.

Moreover, in an effort to address concerns raised by neighbors, Mr. Lateef, through my office, contacted his immediate neighbor, Mr. Garibay, in order to try and discuss any concerns and work together to alleviate Mr. Garibay's concerns. After no response to our letter, my office called Mr. Garibay and spoke with him about the matter. Mr. Garibay was not agreeable to any conditions. A copy of the letter sent to Mr. Garibay is enclosed herein for your reference.

Further, as the enclosed map illustrates, there are no small scale grocery stores near the proposed location that offer the variety of items needed to adequately serve the community and thus, this neighborhood market will provide a convenient way for the community to purchase its everyday grocery needs without the hassle of visiting a large retailer.

The Conditional Use Permits, Variance, and Site Plan Review should be approved because there is no legal basis to deny such requests. With respect to the CUP for beer and wine, the census tract (5.02) for the proposed location is not over-concentrated with off-sale alcohol licenses. Specifically, a total of ten (10) licenses are permitted under the Department of Alcoholic Beverage Control's ("ABC") standards and only eight (8) exist. Notably, one of the eight (8) licenses has been surrendered and thus, there are only seven (7) active off-sale licenses within the tract. Additionally, while the County of Madera is under a State of California moratorium with respect to the issuance of new ABC Type 20 licenses, Mr. Lateef is an exception to such moratorium under Business and Professions Code section 23817.7. Under Business and Professions Code section 23817.7, the Department may approve a new Type 20 license, even if the area is under a moratorium, if the applicant shows the following: (1) public convenience or necessity would be served by the issuance; (2) the premises is not located in a high crime area; and (3) the premises is not located in an over-concentrated area. Here, the ABC will be responsible for investigating and determining whether the public convenience or necessity is served by the issuance of the license because the City of Madera

City Council and Staff  
Re: Captain Mart & Wireless  
March 28, 2016

does not partake in such process and relies upon the ABC. Additionally, the City does not keep crime statistics in accord with the statute and thus, the premises cannot be determined to be high crime. Also, as stated above, the census tract is not over-concentrated. Therefore, the exception to the moratorium clearly applies and ABC can determine if a new Type 20 license shall issue.

Lastly, it is clear from a review of the record that Mr. Lateef's due process rights were violated as he never received a fair hearing before the Planning Commission. Specifically, Councilman Rigby sent an email to the entire Planning Commission on December 8, 2015, the day of the hearing, urging the Planning Commission to deny Mr. Lateef's request. The email was never properly disclosed at the hearing, though it clearly should have been. Mr. Lateef was entitled to a fair hearing based on the evidence brought forth in the public hearing before the Planning Commission, not secret back channel communications. The City Council appoints the Planning Commissioners and, of course, hears appeals from the Planning Commission and such communication to the Planning Commission was clearly prejudicial. Mr. Lateef is further prejudiced because a Planning Commission approval requires only a simple majority, but a Council decision, on appeal, now requires a super majority. Quite simply, the deck has been stacked against the Lateef family and it is up to the Council to fix it and make it right. Although it appears from our review that the Planning Staff has been professional and fair throughout this process, the decisions to date to deny Mr. Lateef's application appear to be motivated more by racial prejudice and suspicion, (or appeasing former politicians like Mr. Garibay), rather than sound land use planning principles. As evidenced by the voluntary conditions, my office was retained to help work with the City, address and eliminate concerns, and come to a mutually agreeable resolution; however, Mr. Lateef reserves all rights and remedies to address any due process or civil rights violations. It is respectfully requested that the Council do the right thing and approve this application with conditions and proper land use controls based on the evidence.

The choice is clear for this Council, the building can remain vacant or this Council can approve a heavily conditioned new development that will provide jobs, tax revenue, and a neighborhood grocery store in a community that is underserved. Therefore, it is requested that the City Council approve the appeal and find that the Conditional Use Permits, Variance, and Site Plan Review issue because there is no legal basis to deny such requests. Or, in the alternative, it is requested that the City Council remand the matter to the Planning Commission and direct the Planning Commission to conduct a fair hearing, as a fair hearing was previously denied.

Very truly yours,

SOLOMON SALTSMAN & JAMIESON



JENNIFER L. ODEN  
Licensed in California

Encl.: Conditions  
Floor Plan  
Renderings  
Letter to Mr. Garibay  
Map of Location  
Councilman Rigby's Email to Planning Commission

# Attachment 1

## Proposed Operating Conditions and Policies

### Captain Mart & Wireless located at 300 W. Olive Ave., Madera, CA

Mr. Junaid Lateef, the owner of the above-mentioned proposed location, takes the responsibility of selling age-restricted products seriously and wants to make sure that the sale of alcoholic beverages at this site does not negatively impact the surrounding neighborhood. Accordingly, Mr. Lateef will voluntarily agree that the following conditions be incorporated into the Conditional Use Permit ("CUP") to address any potential concerns of the City, law enforcement, and the surrounding community.

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7. There shall be no coin operated video or arcade games and no adult magazines or videos shall be sold.
8. Digital security cameras shall be installed to monitor the interior and exterior of the premises. Footage shall be maintained in a digital format of not less than thirty (30) days. Footage will be shared with law enforcement upon request.
9. Cooler doors for alcoholic beverage products will be locked during hours when alcoholic beverages may not be sold.
10. On-site consumption at any time is prohibited.

11. No beer in 24-ounce or less cans or bottles, which is normally sold in multi-package containers, shall be sold individually. However, specialty craft beers may be sold individually.
12. No display of alcohol shall be made from an ice tub, barrel or similar container.
13. Sale of wine shall not be sold in containers less than 375 ml.
14. No malt liquor or fortified wine products shall be sold.
15. No sale or distribution of alcoholic beverages shall be made from a drive-up or walk-up window.
16. The licensee shall implement an alcohol sales training program to train all employees regarding the responsible retailing of alcoholic beverages.
17. The applicant shall obtain a legal beer and wine sales license (Type 20) from the California Department of Alcoholic Beverage Control (“ABC”) and shall comply with all applicable ABC requirements.

# Attachment 2

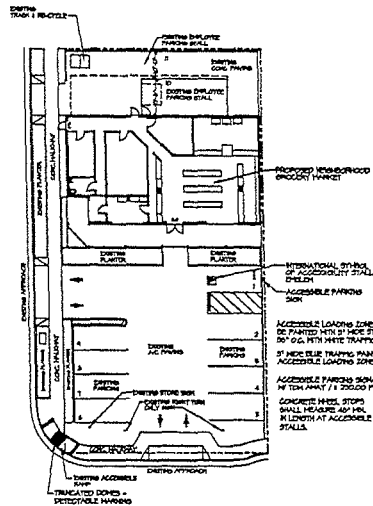
ITEM	DESCRIPTION
1	EXISTING ELECTRICAL SERVICE PANEL
2	PROVIDE A 2" x 4" x 8" PORTABLE FIRE EXTINGUISHER AS SHOWN
3	PLASTIC LAMINATE COUNTERTOP
4	50" HIGH AREA OF CENTER TO BE A MAX. OF 3/4" ABOVE FFL FLOOR & REGISTER
5	CASH REGISTER
6	48" HIGH WASHABLE HANDBOARD
7	TACTILE EXIT SIGN - SEE SHEET K1 FOR DETAIL
8	5" SQ. SYMBOL OF ACCESSIBILITY DIAL - SEE SHEET K1
9	ILLUMINATED EXIT SIGN OVER DOOR BY EMERGENCY LIGHTING WITH BATTERY BACKUP POWER
10	PROVIDE A SELF CLOSER @ R.R. DOOR
11	PROVIDE A SIGN OVER THIS DOOR TO READ: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED FOR IT WORK LISTED ON A CONTRACTING BACKGROUND
12	PROVIDE UNDER RESTROOM SINKS FOR R.R. & HALL & BOWL FOR SHEET K1
13	EXISTING LAVATORY BY A.S. PAPER TOWEL DISPENSER & TRASH RECEPTACLE @ R.R.
14	48" HIGH WASHABLE HANDBOARD W/ 1/4" TYP. INSIDE ALL REST ROOMS
15	EXISTING RAMP UP APPROX. 1/4"
16	SCHEOLAS
17	PORTABLE SELF-CONTAINED COOLD BOXES
18	REFRIGERATED FOOD DISPLAY CASE
19	NON-REFRIGERATED DRY FOOD DISPLAY CASE

**BUILDING AREAS:**

SPACE	OCG.	AREA	OCG. LOAD
GROCERY MARKET INTERIOR	M	170 SQ. FT.	170 / 100 = 1.7
OFFICE / STORAGE / R.R.	S	177 SQ. FT.	177 / 100 = 1.8
WIRELESS SALES	M	500 SQ. FT.	500 / 300 = 1.7
<b>TOTAL BUILDING AREA</b>		<b>847 SQ. FT.</b>	

**ROOM FINISH SCHEDULE**

ITEM	FLOOR	HALLS	CEILING
1	CARPET	GYF. BD. TEXTURE & PAINT. COLOR TO BE SELECTED BY OWNER. PAINT TO BE SEMI-GLOSS W/ LIGHT REFLECTIVE VALUE OF 70% OR GREATER	SUSPENDED ACCUSTICAL TILES
2	CORIAN® TILE	GYF. BD. TEXTURE & PAINT. COLOR TO BE SELECTED BY OWNER. PAINT TO BE SEMI-GLOSS W/ LIGHT REFLECTIVE VALUE OF 70% OR GREATER	SUSPENDED ACCUSTICAL TILES
3	SHEET VINYL LINOLUM FLOORING WITH AN INTEGRAL GOVE, EXTENDING 4" MIN. UP THE HALL, FORMING A 5/8" MIN. RADIUS GOVE	GYF. BD. TEXTURE & PAINT. COLOR TO BE SELECTED BY OWNER. PAINT TO BE SEMI-GLOSS W/ LIGHT REFLECTIVE VALUE OF 70% OR GREATER	GYF. BD. TEXTURE & PAINT. COLOR TO BE SELECTED BY OWNER. PAINT TO BE SEMI-GLOSS W/ LIGHT REFLECTIVE VALUE OF 70% OR GREATER



**Site Data**

SITE ADDRESS:	300 N. OLIVE AVE MADERA, CA 95301
ADDRESS'S PARCEL NO.:	027-021-0214
PROPERTY ZONE:	CG
LOT AREA:	10,300 SQ. FT.
LATITUDE:	36.02817
LONGITUDE:	-120.02447
SOIL SITE CLASS:	CW
SEISMIC METHOD:	CONV. LIGHT-FRAMING
SEISMIC IMPORTANCE FACTOR:	1
CLIMATE ZONE:	II

**Allowable Area Calculation**

OCCUPANT TYPE: S / M  
 1000 + 1000 = 2000 + 0 = 2000  
 0 - 0.20 X 1 + 20 = 18000, 1 = 0, 1800 = 18000

$A_s = \{A_1 + \{A_2 + \{A_3 + \{A_4 + \{A_5\}\}\}\}$  (Equation 5-1)

where:  
 A<sub>1</sub> = Allowable building area per story in square feet.  
 A<sub>2</sub> = Tabular building area per story in accordance with Table 503 (square feet)  
 A<sub>3</sub> = Area increase factor due to setbacks as calculated in accordance with Section 506.2.  
 A<sub>4</sub> = Area increase factor due to vertical projection as calculated in accordance with Section 506.3.  
 A<sub>5</sub> = 2.5 Area increase factor. Every building shall adjust or have access to a public way to require a building area increase for features. Where a building has more than 25 percent of its perimeter on a public way or open space having a minimum width of 20 feet (6096 mm), the coverage increase shall be determined in accordance with the following:  
 $I_p = \{P / P - 0.25\} / 3.0$  (Equation 5-2)

where:  
 I<sub>p</sub> = Area increase due to setbacks.  
 P = Building perimeter that fronts on a public way or open space having 20 feet (6096 mm) or more minimum width (feet).

**Exits required per Occ. Load**

GROCERY MARKET AREA = 170 SQ. FT. / 100 = 1.7  
 STORE / R.R. / OFFICE AREA = 177 SQ. FT. / 100 = 1.8  
 WIRELESS SALES AREA = 500 SQ. FT. / 300 = 1.7

OCCUPANT LOAD = 21 1 - EXIT REQUIRED - 1 PROVIDED  
 MAX. TRAVEL DISTANCE IS 40'-0" MAX. 12" HERE OPTION.

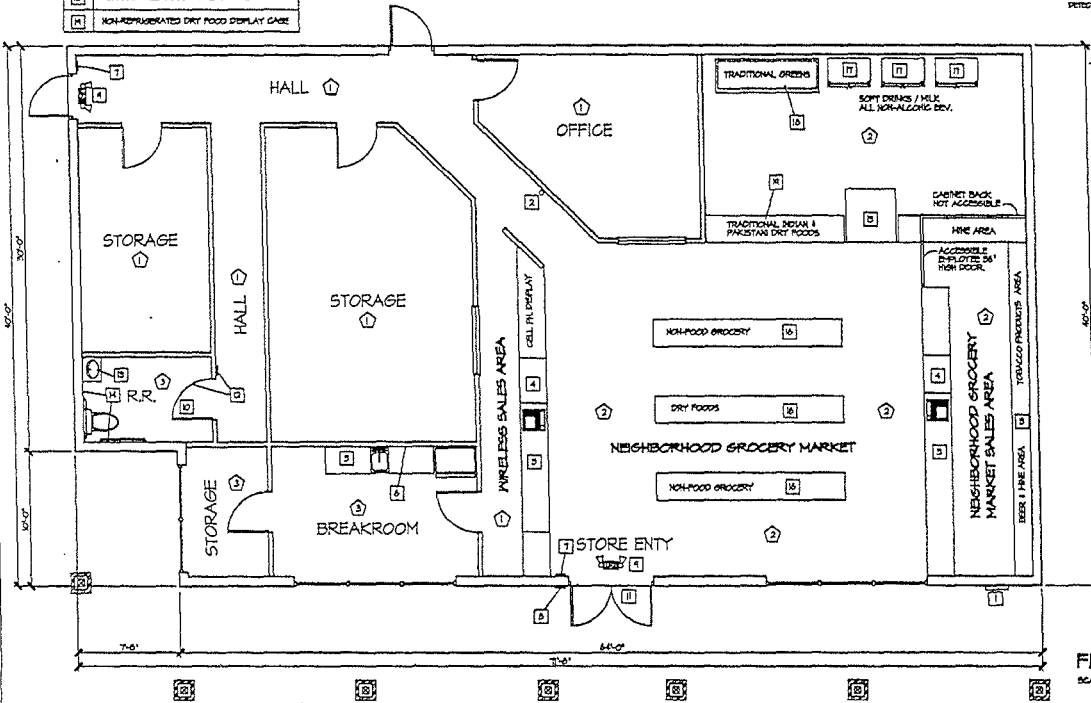
**Parking required per Occ.**

OCCUPANT TYPE - M GROCERY MARKET 270 SQ. FT. / 250 = 1.1  
 TOTAL PARKING STALLS REQUIRED = 3 STALLS  
 TOTAL PARKING STALLS PROVIDED = 3 STALLS

**THIS IS A TENANT IMPROVEMENT ONLY, THIS BUILDING SHELL / SITE HAS BEEN CONSTRUCTED UNDER A PREVIOUS AND SEPARATE PERMIT.**

**Scope Of Work**

THIS INTERIOR IMPROVEMENT TO INCLUDE RELOCATION OF PORTABLE DISPLAY CABINETS AND COOLERS ONLY. WITH NO CHANGES AND OR ALTERATIONS TO EXISTING PLUMBING, MECHANICAL, ELECTRICAL LIGHTING OR POWER AREAS OF FLOOR COVERING TO CHANGE AS NOTED IN PLAN.



**FLOOR PLAN**  
SCALE 1/4" = 1'-0"

**TENANT IMPROVEMENT PLAN**

PLANS PREPARED BY:  
**TERRY ARMSTRONG DRAFTING INC.**  
 Terry Armstrong  
 10300 RINGDALE DRIVE  
 MADERA, CALIFORNIA 95301 (562) 474-1174  
 terry.armstrong@tadinc.com

---









PLANS FOR:  
 JUNIAD LAITEEF  
 26711 HARBOR DRIVE  
 MADERA, CA 95301 (562) 871-4441  
 PROJECT SITE: 300 N. OLIVE AVE, MADERA, CA 95301

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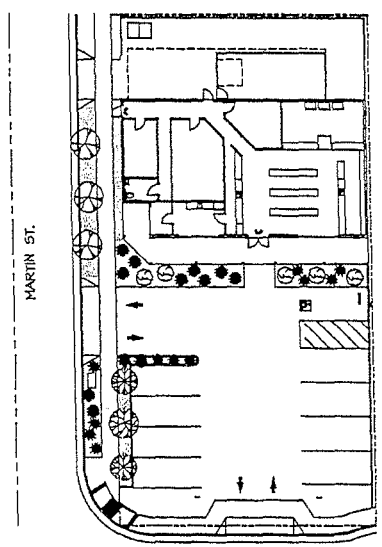
DATE: 11/14/2024  
 SHEET NO: 2 / 2226  
 SCALE: AS NOTED  
 PROJECT NO: 300 N. OLIVE AVE  
 SHEET NO: 2

**S.1**

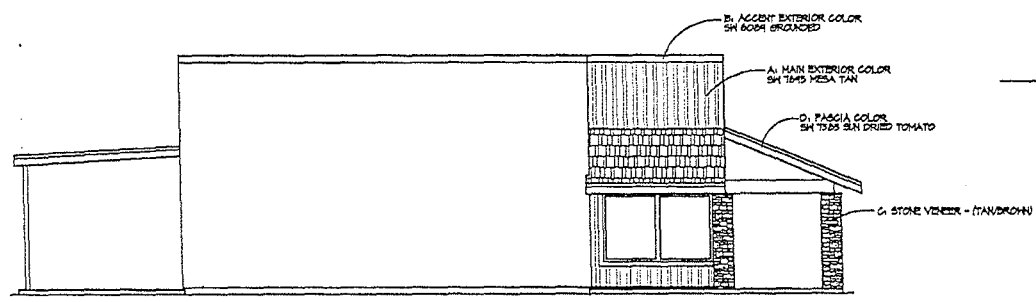
### Landscape Schedule

-  EXISTING TRIDENT MAPLE - ACER BURGERSHAM  
 15 GAL.
-  CHAMPHOR - CANNAMOMM CHAMPHORA  
 15 GAL.
-  AUTUMN PURPLE ASH - FRAXINUS AMERICANA  
 15 GAL.
-  GAZANIAS - AZTEC & YELLOW  
 1 GAL.  
 PLANTED @ 2'-0" o.c. TYP.
-  RAPHIOLEPIS  
 RAPH BALLARINA 5 GAL.  
 PLANTED @ 3'-0" o.c. TYP.
-  NANDINA DWARF 1 GAL.  
 PLANTED @ 2'-0" o.c. TYP.
-  LOROPETALUM 5 GAL.  
 CHINESE PURPLE  
 PLANTED @ 3'-0" o.c. TYP.
-  HMUS - SPREAD

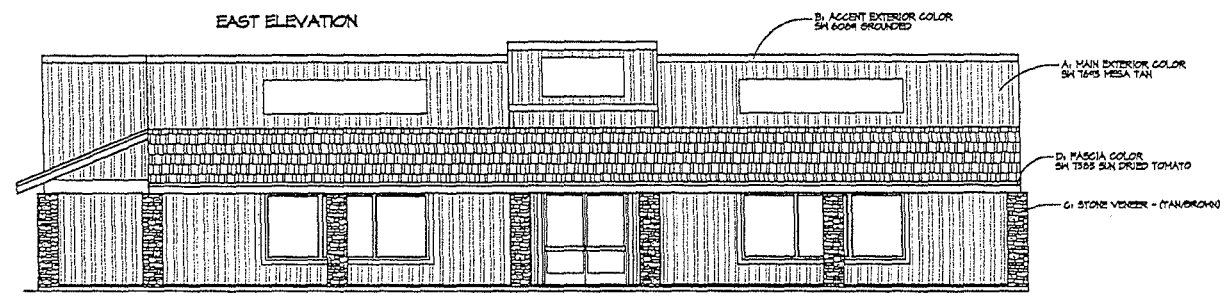
NOTE:  
 PROVIDE AN ALL DRIP STYLE IRRIGATION SYSTEM  
 WITH APPROVED BACK FLOW PREVENTION DEVICE  
 AND A SEPERATE SHUT OFF VALVE TO SYSTEM.



LANDSCAPE PLAN



EAST ELEVATION



NORTH ELEVATION

EXTERIOR ELEVATIONS  
 TENANT IMPROVEMENT PLAN

PLANS PREPARED BY:  
**TERRY ARMENROUT DRAFTING INC.**  
 Terry L. ArmenROUT 11000 N. CEDARLEAF DRIVE  
 Pasadena, California 91105 (818) 478-1114  
 terry.armenROUT@tadinc.com

DATE	
BY	
CHECKED	

PROJECT SITE: 300 N. OLIVE AVE., MADERA, CA 93637

JUNAID LAITEEF  
 2671 MARIE DRIVE  
 MADERA, CA 93637 (559) 671-4441

PLANS FOR:

DATE	11/20/2025
BY	T. ARMENROUT
CHECKED	
PROJECT	300 N. OLIVE AVE.

**A.2**

# Attachment 3

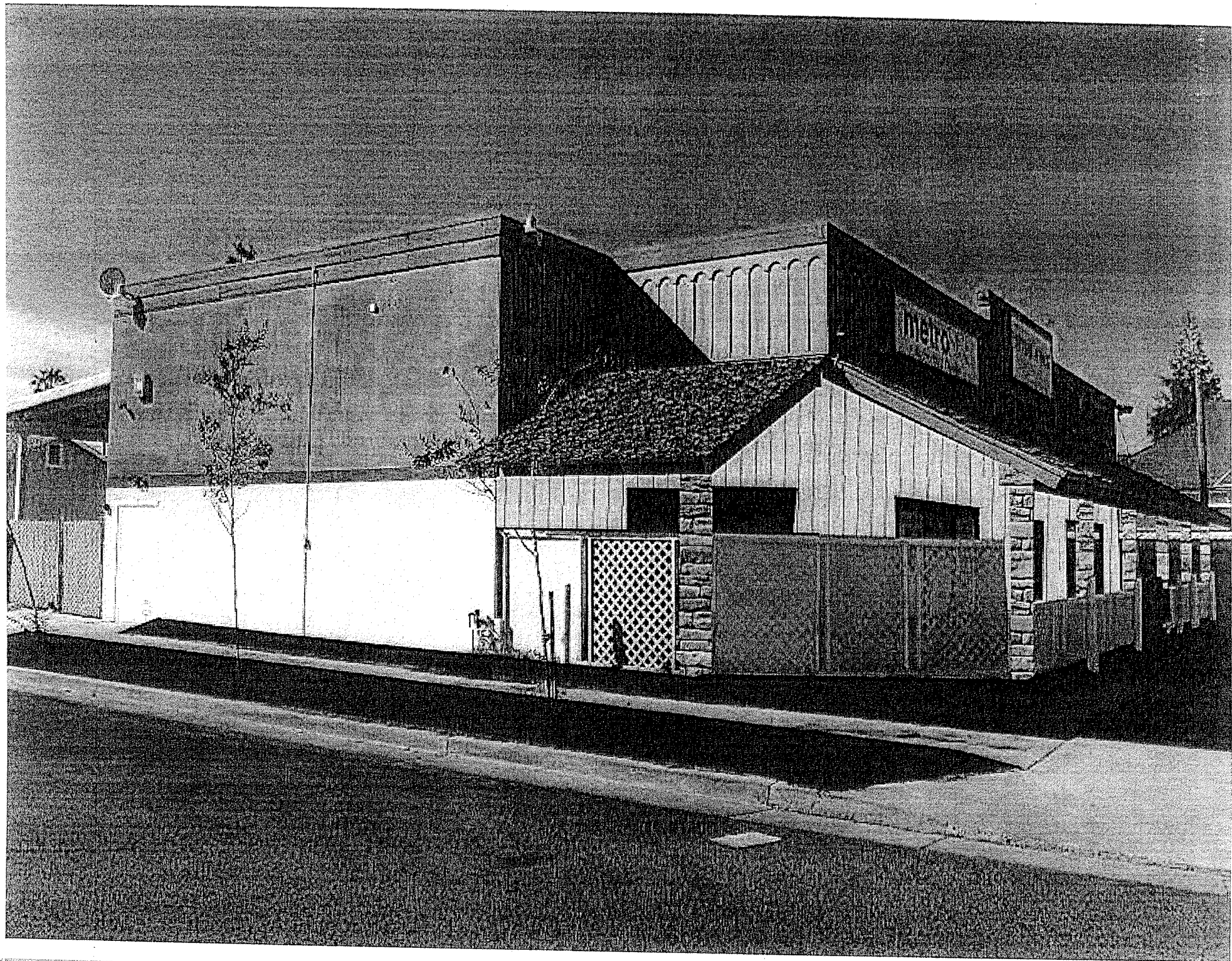
Groceries

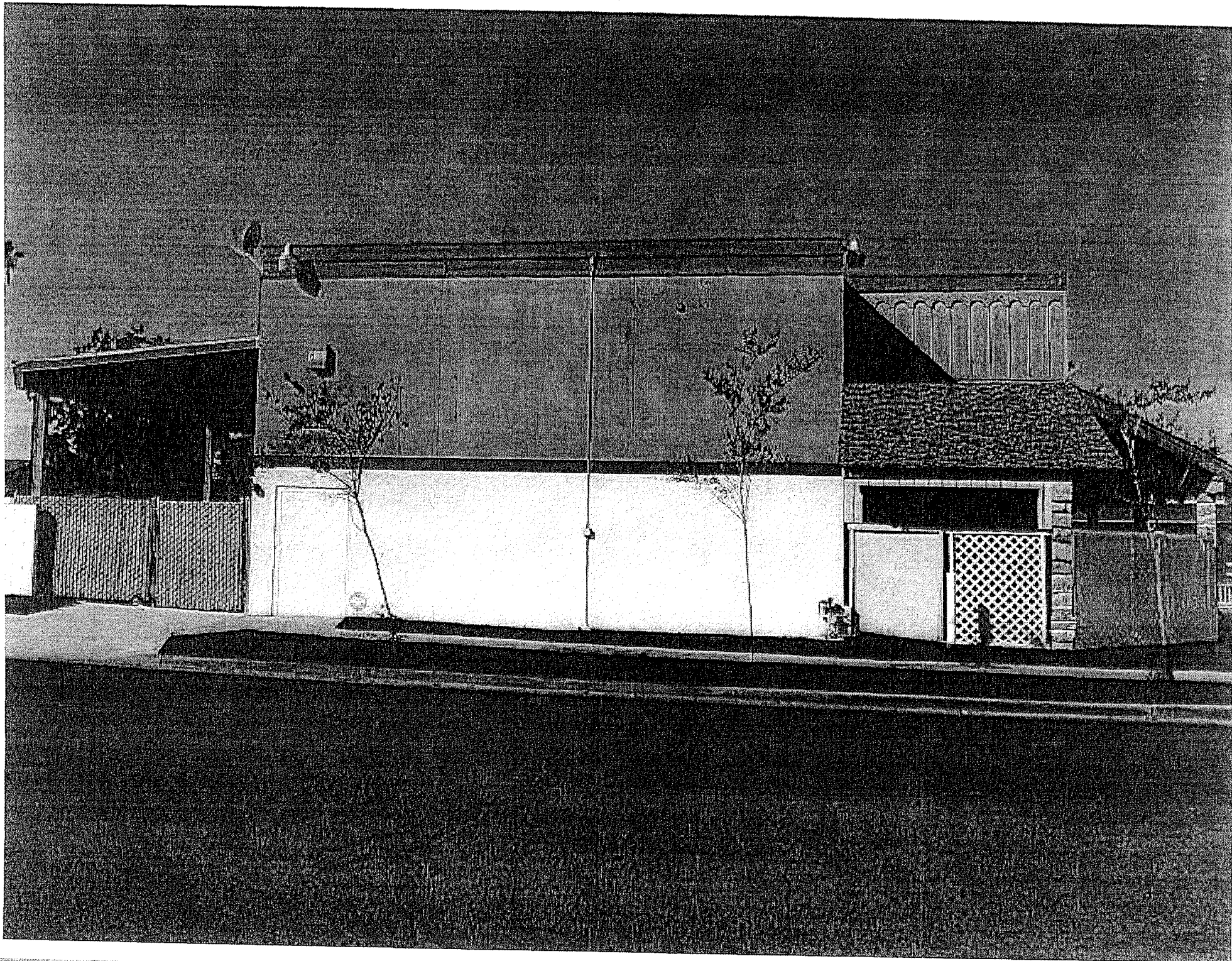
Neighborhood  
Market



**CELL PHONE  
REPAIR**

IPHONE • SAMSUNG • MOTOROLA  
AND MORE.





# Attachment 4



SOLOMON SALTSMAN & JAMIESON  
A Partnership of Professional Corporations  
426 Culver Boulevard | Playa Del Rey, CA 90293  
Telephone: 310.822.9848 | Facsimile: 310.822.3512  
Toll Free: 800.405.4222  
www.ssjlaw.com

Jennifer L. Oden  
Attorney  
email: joden@ssjlaw.com

March 11, 2016

Via U.S. Mail

Robert E. Garibay, CPA  
306 W. Olive Ave.  
Madera, CA 93637

RE: Captain Mart & Wireless  
300 W. Olive Ave., Madera, CA 93637

Dear Mr. Garibay:

My office represents Junaid Lateef, the owner of the above-mentioned proposed location. As I believe you are aware, Mr. Lateef applied for a Conditional Use Permit ("CUP") for the sale of tobacco products and beer and wine at the proposed location.

Understandably, I realize that you have concerns related to the proposed neighborhood market at this location and more specifically, the sale of beer and wine. We would have the same concerns if we were in your shoes and our office was next to a new location that was proposing alcohol sales. I am hoping we can address those concerns.

In this case, the proposed operation of the neighborhood market will be to serve the neighborhood with a small scale grocery store. The sale of beer and wine will only be incidental to the sale of grocery items, including, but not limited to produce, dairy, dry foods, medicine, household items, etc. But, as beer and wine are expected within a grocery store, it is vitally important to the sustainability of the business to offer its customers a wide variety of grocery items, including beer and wine.

Mr. Lateef takes the sale of age-restricted products and your concerns seriously. To ensure the location does not cause a nuisance, Mr. Lateef will volunteer conditions to be included in the CUP. For your reference, I have attached the conditions, but notably, Mr. Lateef will do all of the following:

- Limited hours of beer and wine sales
- Limited floor space devoted to beer and wine (no more than 10 percent)
- All age-restricted products will be kept behind the sales counter to be accessed by employees only (see attached floor plan)
- No beer in 24 ounce or less cans or bottles will be sold as singles
- No advertising for beer and wine
- Security cameras and monitoring of the store and parking lot

California | Oregon | Washington | Wisconsin | New York  
Litigation | Personal Injury | Gaming | Employment Law | Land Use | Indian Law | Alcohol Licensing

Robert Garibay  
March 11, 2016  
Page 2

- All employees will be trained regarding the responsible retailing of beer and wine


Mr. Lateef also plans to make improvements to the building in order to ensure that the location does not attract any nuisance related activity. Mr. Lateef will provide additional landscaping in order to enhance the appearance of the neighborhood grocery market and the site. If you would like, Mr. Lateef is also agreeable to additional fencing and/or a wall between your property and the neighborhood market as an added separation between the two businesses. I have attached renderings of the proposed neighborhood market for your reference.

In sum, we would like the opportunity to discuss this matter with you, if you are agreeable, in order to address your concerns and review the conditions Mr. Lateef has requested to be placed on the CUP.

I look forward to hearing from you.

Very truly yours,

SOLOMON SALTSMAN & JAMIESON

  
JENNIFER L. ODEN  
Licensed in California

Encl.: Conditions  
Floor Plan  
Renderings

Cc: Bruce Evans (via email only)  
Client (via email only)

## Draft Proposed Operating Conditions and Policies

### Captain Mart & Wireless located at 300 W. Olive Ave., Madera, CA

Mr. Junaid Lateef, the owner of the above-mentioned proposed location, takes the responsibility of selling age-restricted products seriously and wants to make sure that the sale of alcoholic beverages at this site does not negatively impact the surrounding neighborhood. Accordingly, Mr. Lateef will voluntarily agree that the following conditions be incorporated into the Conditional Use Permit ("CUP") to address any potential concerns of the City, law enforcement, and the surrounding community.

1. The sale of alcohol may only occur between 7:00 a.m. and 10:00 p.m.
2. A maximum of 10 percent of the retail floor area may be devoted to beer and wine sales. Retail floor area shall mean those areas directly accessible to customers, physically and visually.
3. There shall be no exterior advertising or signs of any kind or type placed in the exterior windows or door of the premises promoting or indicating the availability of alcoholic beverages.
4. All indoor display(s) of alcoholic beverages shall be no closer than five feet from the store entrance.
5. The licensee shall regularly monitor the area under its control to prevent the loitering of persons about the premises.
6. The licensee shall post signs in the area under its control with regard to prohibitions of open containers and loitering at the location and no loitering will be tolerated.
7. There shall be no coin operated video or arcade games and no adult magazines or videos shall be sold.
8. Digital security cameras shall be installed to monitor the interior and exterior of the premises. Footage shall be maintained in a digital format of not less than thirty (30) days. Footage will be shared with law enforcement upon request.
9. Cooler doors for alcoholic beverage products will be locked during hours when alcoholic beverages may not be sold.
10. On-site consumption at any time is prohibited.

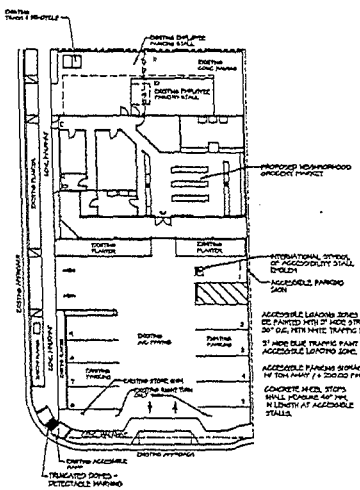
11. No beer in 24-ounce or less cans or bottles, which is normally sold in multi-package containers, shall be sold individually. However, specialty craft beers may be sold individually.
12. No display of alcohol shall be made from an ice tub, barrel or similar container.
13. Sale of wine shall not be sold in containers less than 375 ml.
14. No malt liquor or fortified wine products shall be sold.
15. No sale or distribution of alcoholic beverages shall be made from a drive-up or walk-up window.
16. The licensee shall implement an alcohol sales training program to train all employees regarding the responsible retailing of alcoholic beverages.
17. The applicant shall obtain a legal beer and wine sales license (Type 20) from the California Department of Alcoholic Beverage Control ("ABC") and shall comply with all applicable ABC requirements.

ITEM	DESCRIPTION
1	EXISTING ELECTRICAL SERVICE PANEL
2	PROVIDE A 240V/3Ø - PORTABLE FIRE EXTINGUISHER AS NOTED
3	PLASTIC LAMINATE COUNTERTOP
4	30" WIDE AREA OF COUNTER TO BE A MAX OF 24" ABOVE FLOOR & REGISTER
5	CASH REGISTER
6	1' 40" HIGH WASHABLE HASSETTE HANGING
7	TACTILE EXIT SIGN - SEE SHEET 10 FOR DETAIL
8	1' 50" SYMBOL OF ACCESSIBILITY LEGAL, SEE SHEET 10
9	ILLUMINATED EXIT SIGN OVER DOOR BY EMERGENCY LIGHTING WITH BATTERY BACKUP POWER
10	PROVIDE A SELF CLOSING R.R. DOOR
11	PROVIDE A SIGN OVER THE DOOR TO REACH THIS DOOR TO REMAIN UNLOCKED AND KEYS ARE PROVIDED TO 11 IN LETTERS ON A CONTRASTING BACKGROUND
12	PROVIDE UNDER SINK TRASH BIN FOR R.R. & HALL. 1' DOOR FOR SHEET 11
13	EXISTING LAVATORY BY SINK, PAPER TOWEL DISPENSER & TRASH RECEPTACLE & R.R.
14	1' 40" HIGH WASHABLE HASSETTE HANGING IN THE RESTROOM ALL REST ROOMS
15	EXISTING RAMP UP APPROX 10"
16	SCHOOL'S
17	PORTABLE SELF-CONTAINED COOLD BOXES
18	REFRIGERATED FOOD DISPLAY CASE
19	NON-REFRIGERATED DRY FOOD DISPLAY CASE

**BUILDING AREAS:**

SPACE	CCG	AREA	CCG LOAD
GROCERY MARKET INTERIOR	M	170 SQ. FT.	170 / 100 = 1.7
OFFICE / STORAGE / R.R.	B	817 SQ. FT.	817 / 100 = 8.17
WIRELESS SALES	M	200 SQ. FT.	200 / 100 = 2
<b>TOTAL BUILDING AREA</b>		<b>2490 SQ. FT.</b>	

ITEM	FLOOR	HALLS	CEILING
1	CARPET	07P. 80. TEXTURE & PAINT COLOR TO BE SELECTED BY OWNER. PAINT TO BE SP4-0206	SUSPENDED ACoustICAL TILES
2	CERAMIC TILE	07P. 80. TEXTURE & PAINT COLOR TO BE SELECTED BY OWNER. PAINT TO BE SP4-0206. IN LIGHT REFLECTIVE VALUE OF 70% OR GREATER.	SUSPENDED ACoustICAL TILES
3	SMOOTH VINYL LINOLEUM FLOORING WITH AN INTERNAL GROVE CUTTING 4" WIDE OF THE HALL, FORMING A 3/4" MIN RADIUS GROVE.	07P. 80. TEXTURE & PAINT COLOR TO BE SELECTED BY OWNER. PAINT TO BE SP4-0206. IN LIGHT REFLECTIVE VALUE OF 70% OR GREATER.	07P. 80. TEXTURE & PAINT COLOR TO BE SELECTED BY OWNER. PAINT TO BE SP4-0206. IN LIGHT REFLECTIVE VALUE OF 70% OR GREATER.



**Site Data**

ADDRESS:	300 N. OLIVE AVE MADERA, CA 95301
ASSESSOR'S PARCEL NO.:	071-021-014
PROPERTY ZONE:	C-1
LOT AREA:	10,500 SQ. FT.
LATITUDE:	36.85337
LONGITUDE:	-120.64467
SOL. SITE CLASS:	D
SEARCH METHOD:	COM. LIGHT-FRAMING
SEARCH PERFORMANCE FACTOR:	1
CLIMATE ZONE:	10

**Allowable Area Calculation**

REGULATORY TYPE: B-17

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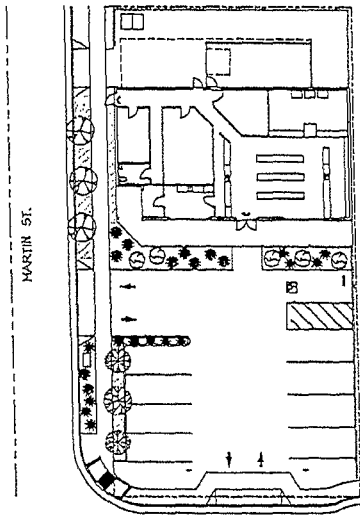
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1 + (0.20) \* 1 = 1.20

AREA = 8955624



**Landscape Schedule**

- ⊗ EXISTING TRIDENT MAPLE - ACER BURSBERANUM  
3 GAL.
- ⊗ CHAMPOR - CINNAMOM CAMPHORA  
3 GAL.
- ⊗ AUTUMN PURPLE ASH - FRAXINUS AMERICANA  
3 GAL. \*AUTUMN PURPLE
- \* GAZANIAS - AZTEC 4 YELLOW  
1 GAL.  
PLANTED @ 2'-0" o.c. TYP.
- ⊗ RAPHIOLEPIS RAPH. BALLARINA 5 GAL.  
PLANTED @ 3'-0" o.c. TYP.
- \* MANDINA DWARF 1 GAL.  
PLANTED @ 2'-0" o.c. TYP.
- ⊗ LOROPETALUM 5 GAL.  
CHINESE PURPLE  
PLANTED @ 3'-0" o.c. TYP.
- ⊙ HLMUS - SPREAD

NOTE:  
PROVIDE AN ALL DRIP STYLE IRRIGATION SYSTEM  
WITH APPROVED BACK FLOW PREVENTION DEVICE  
AND A SEPERATE SHUT OFF VALVE TO SYSTEM.

LANDSCAPE PLAN

PLANS PROVIDED BY:  
**TERRY ARMENTROUT DRAFTING INC.**  
Terry & Trace Armentrout 10200 REDDENALE DRIVE  
Madera, California 93636 (520) 474-1114  
terry.armentrout@yahoo.com

DATE: 11/20/08

SCALE: 1/8" = 1'-0"

PROJECT SITE: 300 W. OLIVE AVE., MADERA, CA 93631

PLANS FOR:

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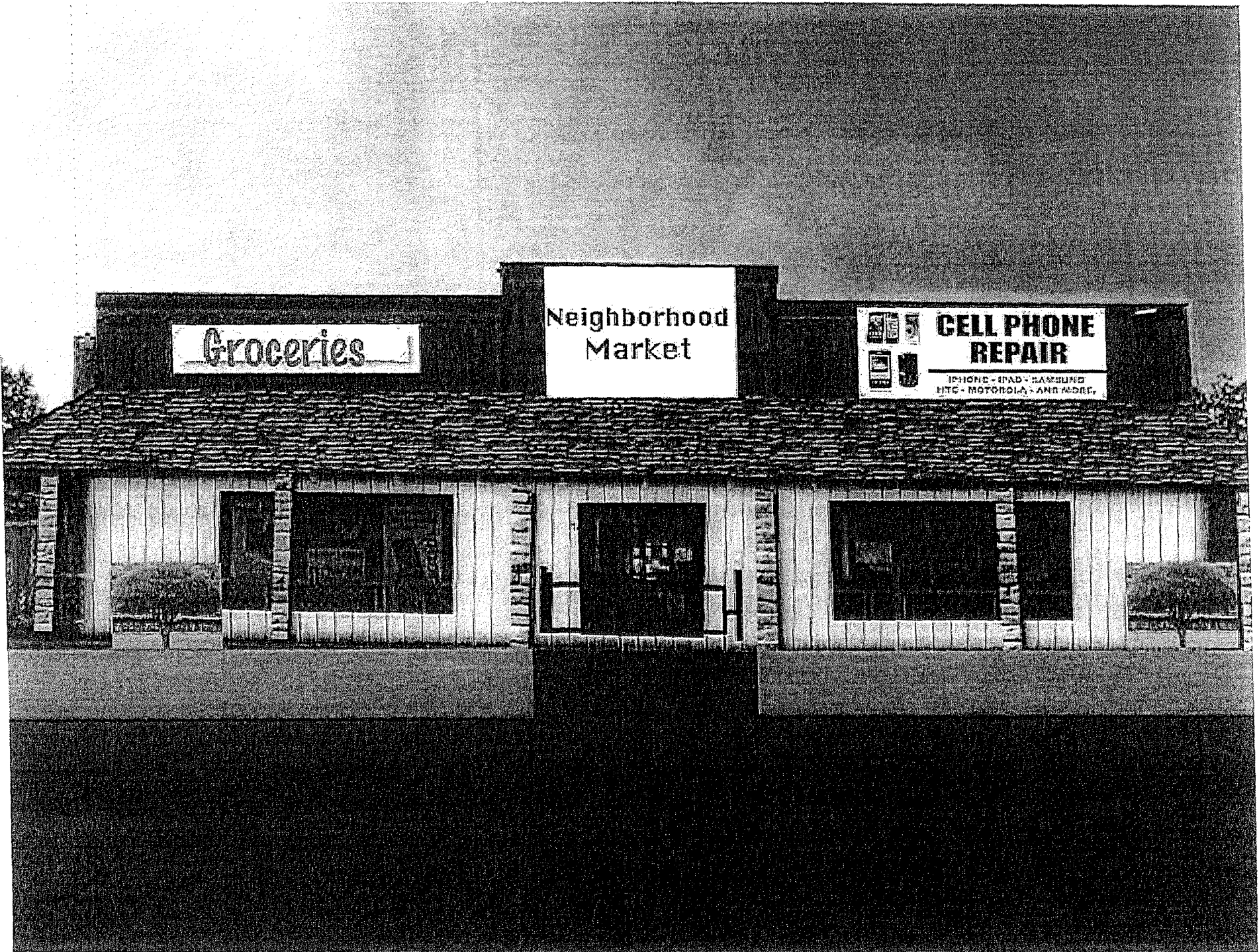
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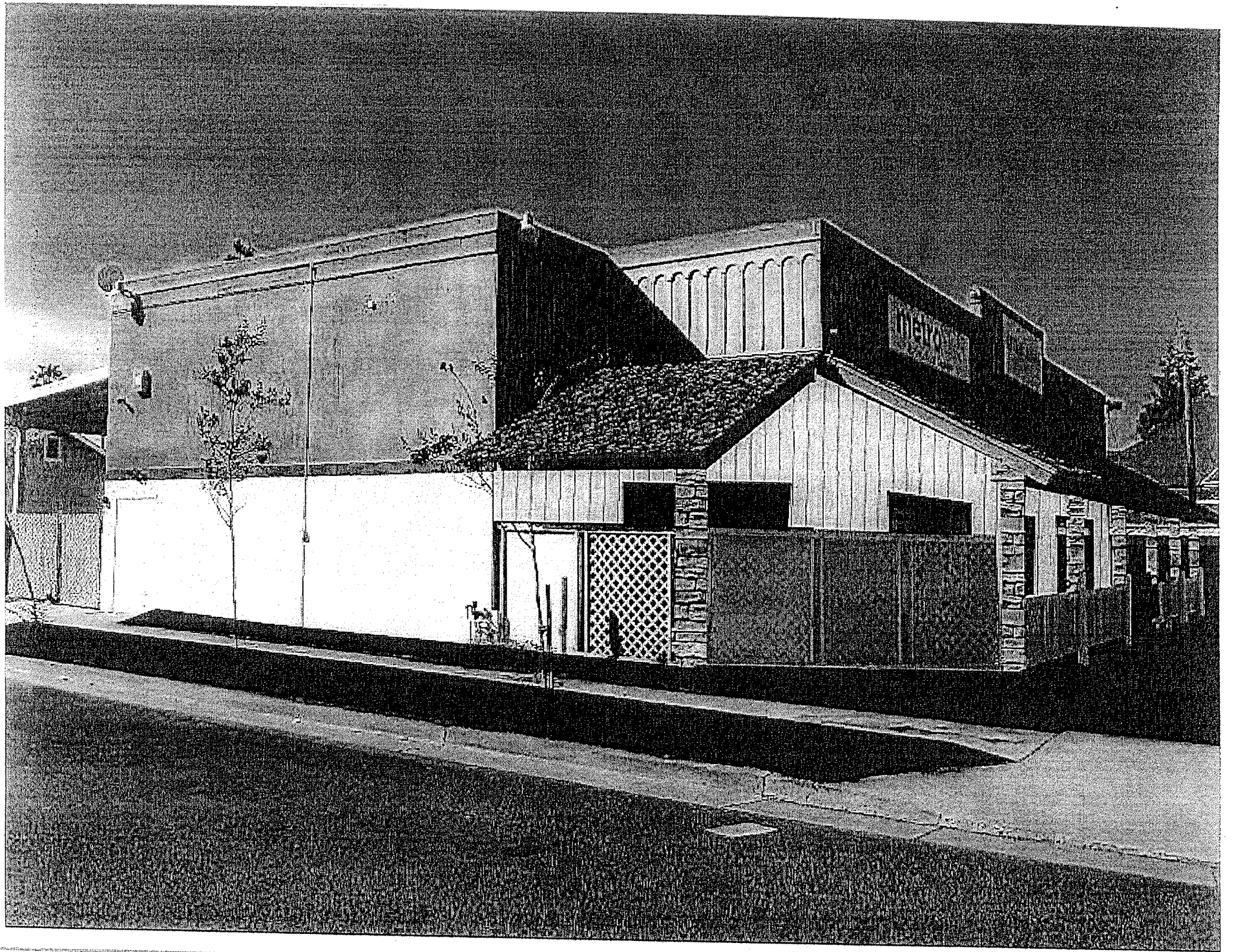
Neighborhood  
Market

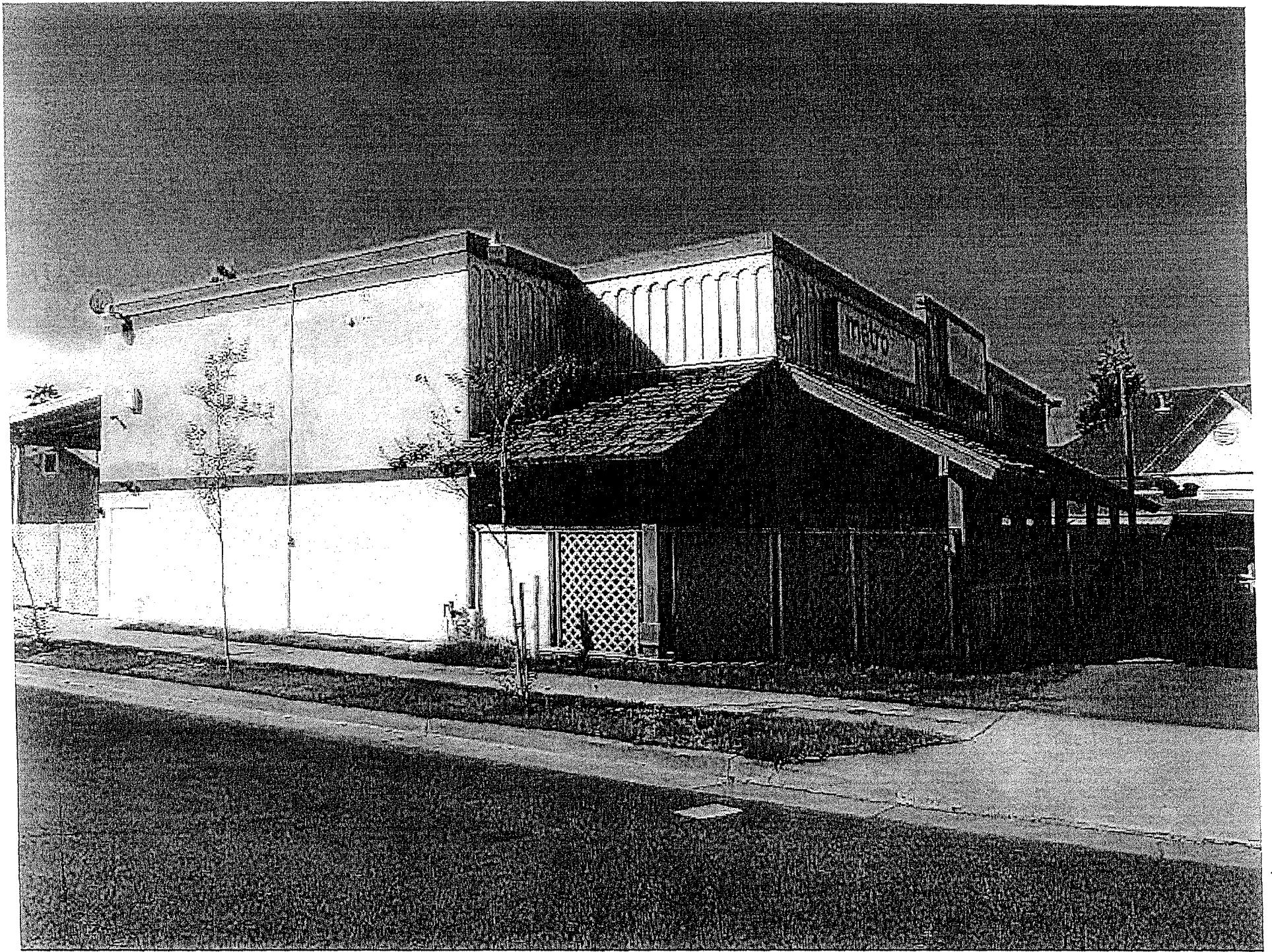


**CELL PHONE  
REPAIR**

IPHONE - IPAD - HANSHUNG  
HTC - MOTOROLA - AND MORE.







# Attachment 5



# Attachment 6

From: Chris Boyle  
To: Sonia Alvarez  
Subject: FW: C Mart  
Date: Tuesday, December 22, 2015 9:24:38 AM

---

-----Original Message-----

From: Charles Rigby [mailto:[c.rigby@maderavwco.com](mailto:c.rigby@maderavwco.com)]  
Sent: Tuesday, December 08, 2015 12:50 PM  
To: bobby@playingtoday.com; bnorton@sunsweet.com; rubentibbs@yahoo.com; pamtyler54@yahoo.com; sharken2462@att.net; dasilvaj@sbcglobal.net; jeff.dalcerrol@gmail.com  
Cc: Chris Boyle <[cboyle@cityofmadera.com](mailto:cboyle@cityofmadera.com)>; David Tooley <[dtooley@cityofmadera.com](mailto:dtooley@cityofmadera.com)>  
Subject: C Mart

Distinguished members of the Planning Commission thank you for your continued service to see that our great city moves forward in business and commerce. I honor the decisions that are made by each of you and value your many years of experience. With that I hope each of you seriously take into consideration staffs recommendation in regards to tonight's agenda item "Captain Mart" (C-Mart). I have been approached by several residents and neighbors of the area in discussion so I write on their behalf. I understand their concern and seemingly agree with their concerns. I don't foresee the benefit of another convenient store located on the corner of Martin and Olive. Without a doubt I believe Bethard Square is far over due for a makeover and attracting good business is paramount. I believe in small business and free market, however with Rite Aid across the street, mini mart on the corner of Olive and Hwy 145 and then two blocks down on Hwy 145 serve the neighborhood well. I agree with staff that a liquor license should not be permitted and the variation to parking be upheld. A mini mart is not what this retail location needs.

Thank You again for your time and consideration

✪ Charles F. Rigby  
Mayor Pro-Tem City of Madera

Phone: 559-514-6930  
Email: [c.rigby@maderavwco.com](mailto:c.rigby@maderavwco.com)

## REPORT TO CITY COUNCIL

Approved by:

Council Meeting of May 4, 2016

  
\_\_\_\_\_  
Department Director

Agenda Number: C-2

  
\_\_\_\_\_  
City Administrator

**SUBJECT: Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines**

**RECOMMENDATION:** That the City Council of the City of Madera adopt a resolution confirming delinquent administrative fines for the purpose of recording liens against property to recover such delinquent fines.

**SUMMARY:** On or about April 2016, while pursuing collections actions for the City of Madera's Code Enforcement Department, it was determined that the citations issued in relation to the several properties located in the City of Madera, and attached as Exhibit A to the Resolution, could be collected through the City's special assessment procedure. As such, the homeowners were notified by first class mail that on May 4, 2016, a public hearing would be held at 6:00 pm in the City Hall Council Chambers to confirm the delinquent assessments.

**DISCUSSION:** Madera Municipal Code Section 1-9.11 allows the City Council of the City of Madera to confirm the amount of delinquent fines, and authorizes the City Administrator to place liens on the properties, which may then be turned over to the County Tax Assessor for placement on the property tax roll for collection.

**FINANCIAL IMPACT:** There is no direct impact to the General Fund from this action.

**VISION AND ACTION PLAN:** This action is not specifically addressed in the Vision Plan.

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING  
SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES.**

WHEREAS, the City of Madera has identified property against which administrative citations have been issued imposing fines which remain unpaid and are now delinquent, which properties are identified in Exhibit "A" which is attached hereto and incorporated by reference; and

WHEREAS, the City of Madera has provided notice of the public hearing to confirm special assessments for the delinquent fine amounts to the property owners in compliance with Section 1-9.09 of the Madera Municipal Code; and

WHEREAS, the City Council of the City of Madera has conducted a public hearing to confirm special assessments for the delinquent citation amounts in the attached Exhibit "A", in accordance with the Madera Municipal Code.

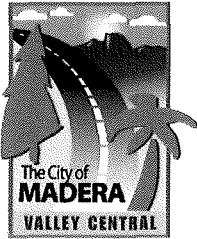
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA  
HEREBY, finds orders, and resolves as follows:

1. The above recitals are true and correct.
2. The amounts of the special assessments for delinquent fines against the properties identified in Exhibit "A" are hereby confirmed.
3. The City Administrator is authorized to cause a Notice of Lien for each of the respective properties to be recorded with the County Recorder and thereafter cause a copy of the Notice of Lien to be provided to the County Tax Assessor for inclusion in the next regular tax bill.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**EXHIBIT "A"**

<u>Assessor's Parcel No.</u>	<u>Property Location</u>	<u>Delinquent Amount</u>
006-310-056	2620 Riverview Drive	\$302.50
005-200-005	1200 Lacreata Avenue	\$15,620.00
012-220-007	621 Deerwood Drive	\$25,630.00
012-220-008	617 Deerwood Drive	\$27,280.00
004-140-025	621 James Way	\$47,850.00
005-046-001	1100 Garfield Avenue	\$61,348.00



## REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: May 4, 2016

Agenda Number: E-1

  
Department Director

  
City Administrator

**SUBJECT:** Presentation of the Preliminary City of Madera Enterprise Fund Budgets for Fiscal Year 2016/2017

**RECOMMENDATION:** No action recommended, informational only.

### DISCUSSION:

- The Capital Projects preliminary budget was presented to Council on April 6<sup>th</sup>.
- This report on Enterprise Fund budgets is the second of four preliminary budget presentations.
- The General Fund preliminary budgets and all other preliminary budgets are scheduled for May.
- An overall budget workshop will be held on a date of the Council's choice in June.
- A public hearing for final adoption of the budgets will be on June 15<sup>th</sup> or July 6<sup>th</sup>.

The Enterprise Budgets are primarily funded by user fees. Enterprise Funds are expected to be run as separate businesses that are funded by the rates that are charged for their services. Unlike the General Fund, which has little control over the revenues, the Enterprise Funds have the ability to increase user fees to meet operational and capital replacement needs. Such increases are subject to Proposition 218 processes, which provide the public with the opportunities to contest them.

**The Major Enterprise Funds** are: Water, Sewer, Solid Waste and Storm Drainage; each fund is discussed individually below. As can be seen in Exhibit "A," these four Enterprise Funds combined are projecting \$25.2 million or 84% of total Enterprise Fund expenditures in Fiscal Year 2016/2017. This amount includes \$3.24 million for capital projects.

With the combined anticipated revenues of \$23.76 million, there is an overall \$1.50 million (6%) budget deficit projected this year that will reduce the fund balances going forward. This is due to one-time capital project costs, with the exception of the Solid Waste Fund, where this will be the third year of a five-year plan to reduce the fund balance to an appropriate level.

The Water and Sewer Budget requests for Fiscal Year 2016/2017 reflect additional costs which are driven in part by increased capital projects. They also reflect efforts to better manage and maintain existing assets, to ensure a sustainable water and sewer infrastructure as called for by the Vision Madera 2025 Plan.

**THE SEWER FUND** is operated from user fee revenue and pays for the maintenance and operation of the sewage collection system and Waste Water Treatment Plant. There are no new positions being requested for 2016/17. In fiscal year 2015/16, \$2,759,865 was expended on various Sewer line improvements. There are no new capital projects scheduled for FY16/17. The City will be completing an infrastructure asset inventory that was initiated in mid FY 15/16. The results will assist us in identifying and prioritizing future capital projects that will replace worn elements and improve efficiencies. The fund balance goal is 20-30% of the annual operating budget or approximately \$1,569,000 - \$2,353,000. It is anticipated that there is a backlog of replacement and repair projects that will need to be affected over the next five years that will draw the fund balance down to the 30% goal level, and a bond may need to fund improvements after that point. The essential budget numbers are displayed below, and the individual line item budgets are attached.

Fund Balance:

- FY 15/16 the projected ending Sewer Fund Balance is down by approximately \$230,000 to \$6,285,000
- FY 16/17 the proposed ending Sewer Fund Balance to be up by \$89,500 to \$6,374,500

Revenues:

- FY 15/16 the budgeted revenue for user fees was projected at \$6,400,000 prior to the rate adoption, and is projected to top \$6,700,000 with the rate increase.
- FY 16/17 the proposed revenue for the sewer fund is projected at \$7,899,902.

Expenses:

- FY 16/17 Proposed Salaries: \$1,931,471 (19% increase from FY15/16 due to new MOU costs)
- FY 16/17 Proposed Operational Costs: \$5,866,792 (10% decrease from FY15/16)
- FY 16/17 Proposed Capital Projects \$266,500 (Sewer Infrastructure Study)

**THE WATER FUND** is operated from user fee revenue and pays for the operations and maintenance of the municipal water system including 18 wells, a one million gallon above ground storage tank, 188 miles of distribution mains and approximately 13,000 water meters and services. During FY 15/16 there were four well refurbishment projects. Next year, staff will be continuing its efforts on the previously mentioned Infrastructure inventory and asset analysis to further refine our capital program. Two new positions are being proposed to enable the Water Division to do repairs, maintenance and add water main valves so that areas can be isolated without affecting several blocks of customers. In FY 16/17, \$2,878,250 dollars are budget for capital projects, including the initial design of a seven million gallon above ground water storage tank. The tank which will assist in water dependability and reduce the need for wells that are only operated during peak periods of demand. The essential budget numbers are displayed below, and the individual line item budgets are attached (Exhibit B).

Fund Balance:

- FY 15/16 projected ending Water Fund Balance to be approximately the same as the prior year \$5,750,000
- FY 16/17 proposed ending Water Fund Balance to be down by \$1,316,000 after Capital expenditures to \$4,434,000

Revenues:

- FY 15/16 the budgeted revenue for User Fees was projected at \$5,500,000 prior to the rate adoption but is estimated to top \$6,751,000 due to the rate increase.
- FY 16/17 proposed revenues are \$9,103,500

Expenses:

- FY 16/17 Proposed Salaries: \$2,112,170 (41% increase from FY15/16 due to new MOU costs and two new positions)
- FY 16/17 Proposed Operational Costs: \$5,485,915 (19% decrease from FY15/16)
- FY 16/17 Proposed Capital Projects \$2,828,250

**THE SOLID WASTE FUND** is operated from user fee revenue and pays for solid waste collection and street sweeping. When the solid waste rates were set three years ago, there was a high fund balance that was in excess of the goal of 20-30% of the annual operating expenses. Along with user rates being reduced by 17% and projected to stay flat for five years, annual deficits were also programmed for 5 years. The deficit for FY15/16 is projected at \$265,206. The essential budget numbers are displayed below, and the individual line item budgets are attached.

Fund Balance:

- FY 15/16 the projected ending Solid Waste Fund balance will be down by \$ 265,206 to \$ 2,883,105
- FY 16/17 the proposed ending Solid Waste Fund Balance will go down by \$242,226 to \$ 2,640,879

Revenues:

- FY 15/16 projected revenues are \$5,773,412
- FY 16 /17 proposed revenue \$5,842,739

Expenses:

- FY 16/17 Proposed Salaries: \$577,193  
(13% decrease from FY15/16 due mainly to payroll reallocation)
- FY 16/17 Proposed Operational Costs: \$5,357,772 (3% increase from FY15/16 due to minor inflation)
- FY 16/17 Proposed Capital Projects \$150,000 (ongoing cart replacement)

**THE STORM DRAINAGE FUND** is operated from user fee revenue and pays for maintenance of the storm water collection system and retention basins. The Storm Drainage Budget for FY 2015/16 is projected to produce a \$22,000 deficit. The Storm Drainage Fund has been decreasing for several years as inflating expenditure costs have exceeded fee revenues, even with programs being cut to minimal provision of services. This trend has continued because storm drainage fee rates cannot be increased as readily as water and sewer rates. Instead of only requiring a protest hearing for increasing rates, new rates would have to be approved by a majority vote in a manner similar to the rates for landscape maintenance districts. Hence, rates have not increased for over 10 years.

Pending legislation would change the process for storm drainage rate adjustments to only require the same protest hearing as water and sewer rates. However, it is very questionable that it will pass. Staff is also looking to transition the City's drainage basins to water recharge basins which would shift the costs for maintenance to the water fund where the costs can be adequately addressed during future fee adjustments. This may decrease operational costs by as much as 25%. The essential budget numbers are displayed below, and the individual line items budgets are attached.

Fund Balance:

- FY 15/16 the projected ending Storm Drainage Fund balance will be down by \$22,000 to (\$89,376)
- FY 16/17 the proposed ending Storm Drainage Fund Balance will go down by \$125,471 to (\$214,847)

Revenues:

- FY 15/16 projected revenues are unchanged at \$643,250
- FY 16/17 proposed revenues are relatively unchanged at \$653,500

Expenses:

- FY 16/17 Proposed Salaries: \$377,023 (5% increase from FY15/16 due to new MOU costs)
- FY 16/17 Proposed Operational Costs: \$389,962 (6% increase from FY15/16 due to minor inflation)
- FY 16/17 Proposed Capital Projects \$0 (no specific projects this year)

**Non-Major Enterprise Funds** project a deficit of \$310,215 which is caused mostly by the Dial-A-Ride program. The Golf Course Fund is balanced, after a transfer in from the General Fund of \$191,583 to help with the debt service on the bonds.

**Summary** – Through the end of this year Staff will also closely review the expenditure and revenue projections to see if the budgets can be improved, before bringing back our final request in June. In total, the Enterprise Funds propose a \$1.9 million or 6.3% deficit for Fiscal Year 16/17.

The Director of Financial Services will present a PowerPoint presentation that reviews and summarizes all of the proposed budgets and discusses fund balance (reserve) levels. The line-item detail for these budgets is included in Exhibit B, and staff will be available to answer any questions that Council or the public might have regarding any of these budgets.

**FINANCIAL IMPACT:** No action is requested of Council at this time. As such, there is no financial impact of this agenda item.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:** The presentation 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. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

## Exhibit A

### FY 16/17 PRELIMINARY BUDGET - SUMMARY OF ENTERPRISE FUND REVENUES AND EXPENDITURES

Description	15/16		S&B		%	M&O		Subtotal		Cap. Outlay		Total Expense		Total Exp.		
	Budget	16/17	15/16	16/17		15/16	16/17	16/17	16/17	15/16	16/17	15/16	16/17	15/16	16/17	
Revenue	Revenue	Budget	Budget	Chng	Budget	Budget	Chng	Operations	Chng	Budget	Budget	Chng	Budget	Budget	Chng	
<b>FUND: 20400 - Sewer</b>																
Sewer Utility - Fin. Dept.						1,076,198	326,854	-70%	326,854	-70%	0	0		1,076,198	326,854	-70%
Sewer Utility - Mtn./Ops.	0	0	750,303	984,451	31%	681,955	716,508	5%	1,700,959	19%	25,500	45,500	78%	1,457,759	1,746,459	20%
Sewer Utility - W.W.T.P.	0	0	874,318	947,020	8%	2,028,153	2,234,522	10%	3,181,542	10%	6,000	0	-100%	2,908,471	3,181,542	9%
Sewer Utility- Cap. Outlay	0	0	0	0		0	0		0		2,759,865	221,000	-92%	2,759,865	221,000	-92%
W.W.T.P. Bond Administration	(226,000)	(226,000)	0	0		2,739,541	2,588,908	-5%	2,588,908	-5%	0	0		2,739,541	2,588,908	-5%
Undesignated	(7,724,848)	(7,928,235)	0	0		0	0		0		0	0		0	0	
<b>TOTAL FUND 20400</b>	<b>(7,950,848)</b>	<b>(8,154,235)</b>	<b>1,624,621</b>	<b>1,931,471</b>	<b>19%</b>	<b>6,525,848</b>	<b>5,866,792</b>	<b>-10%</b>	<b>7,798,263</b>	<b>-4%</b>	<b>2,791,365</b>	<b>266,500</b>	<b>-90%</b>	<b>10,941,834</b>	<b>8,064,763</b>	<b>14%</b>
													(Surplus)/Deficit	2,990,986	(89,472)	
														27.3%	-1.1%	
<b>FUND: 20401 - Sewer Rate Stabilization</b>																
Undesignated	(741,000)	0	0	0		1,231,000	0	-100%	0		0	0		1,231,000	0	
<b>TOTAL FUND 20401</b>	<b>(741,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>1,231,000</b>	<b>-</b>		<b>-</b>		<b>-</b>	<b>-</b>		<b>1,231,000</b>	<b>-</b>	
													(Surplus)/Deficit	490,000	0	
														39.8%		
<b>FUND: 47300 - 47600- Solid Waste</b>																
Beverage Container Recycling	(42,600)	(16,500)	0	0		42,600	16,500	-61%	16,500	-61%	0	0		42,600	16,500	-61%
Used Oil Recycling	(17,928)	(17,928)	0	0		17,928	17,928	0%	17,928	0%	0	0		17,928	17,928	0%
Solid Waste Recycling	(54,919)	(58,220)	0	0		52,816	58,784	11%	58,784	11%	0	0		52,816	58,784	11%
Hazardous Waste Disposal Activity	(2,582)	(2,708)	0	0		2,698	2,698	0%	2,698	0%	0	0		2,698	2,698	0%
Municipal Disposal Activities	(5,130,000)	(5,220,000)	256,051	286,840	12%	4,835,308	4,980,184	3%	5,267,025	3%	150,000	150,000	0%	5,241,359	5,417,025	3%
Tire Clean up	(120,183)	(122,183)	74,631	91,479	23%	43,400	29,400	-32%	120,879	2%	0	0		118,031	120,879	2%
Street Cleaning	(405,200)	(405,200)	331,603	198,874	-40%	231,583	252,277	9%	451,151	-20%	0	0		563,187	451,151	-20%
<b>TOTAL FUND 47300</b>	<b>(5,773,412)</b>	<b>(5,842,739)</b>	<b>662,285</b>	<b>577,193</b>	<b>-13%</b>	<b>5,226,333</b>	<b>5,357,772</b>	<b>3%</b>	<b>5,934,965</b>	<b>1%</b>	<b>150,000</b>	<b>150,000</b>	<b>0%</b>	<b>6,038,618</b>	<b>6,084,965</b>	<b>1%</b>
													(Surplus)/Deficit	265,206	242,226	
														4.4%	4.0%	
<b>FUND: 20300 - Water</b>																
Water Utility - Billing/Collections	0	0	0	0		2,138,397	653,709	-69%	653,709	-69%	0	0		2,138,397	653,709	-69%
Water Utility - Maint./Ops.	(4,000)	(4,000)	945,407	1,384,516	46%	3,079,660	2,851,073	-7%	4,235,590	5%	52,900	61,250	16%	4,077,968	4,296,840	5%
Water Utility - Capital Outlay	0	0	0	0		0	0		0		4,603,740	2,702,000	-41%	4,603,740	2,702,000	-41%
Water Utility - Quality Control	0	0	551,573	727,654	32%	616,026	1,033,080	68%	1,760,734	51%	65,000	65,000	0%	1,232,599	1,825,734	48%
Water Debt Services - Rev. Bonds	(3,000)	(3,000)	0	0		959,082	948,053	-1%	948,053	-1%	0	0		959,082	948,053	-1%
Undesignated	(7,156,500)	(9,103,500)	0	0		0	0		0		0	0		0	0	
<b>TOTAL FUND 20300</b>	<b>(7,163,500)</b>	<b>(9,110,500)</b>	<b>1,496,980</b>	<b>2,112,170</b>	<b>41%</b>	<b>6,793,165</b>	<b>5,485,915</b>	<b>-19%</b>	<b>7,598,085</b>	<b>-8%</b>	<b>4,721,640</b>	<b>2,828,250</b>	<b>-40%</b>	<b>13,011,785</b>	<b>10,426,335</b>	<b>-20%</b>
													(Surplus)/Deficit	5,848,285	1,315,835	
<b>FUND: 20301 - Water Rate Stabilization</b>																
Undesignated	(1,468,000)	0	0	0		1,468,000	0		0	####	0	0		1,468,000	0	
<b>TOTAL FUND 20301</b>	<b>(1,468,000)</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>1,468,000</b>	<b>0</b>	<b>-100%</b>	<b>0</b>	<b>####</b>	<b>0</b>	<b>0</b>		<b>1,468,000</b>	<b>0</b>	
													(Surplus)/Deficit	0	0	
														44.9%	12.6%	
<b>FUND: 45000 - Drainage</b>																
Drainage System Capital Outlay	0	0	0	0		0	0		0		0	0		0	0	
Drainage System - Operations	0	0	0	0		118,092	138,833	18%	138,833	18%	0	0		118,092	138,833	18%
Drainage System - Flood Control	0	0	377,023	396,247	5%	250,870	243,891	-3%	640,138	2%	0	0		627,893	640,138	2%
Undesignated	(643,250)	(653,500)	0	0		0	0		0		0	0		0	0	
<b>TOTAL FUND 40500</b>	<b>(643,250)</b>	<b>(653,500)</b>	<b>377,023</b>	<b>396,247</b>	<b>5%</b>	<b>368,962</b>	<b>382,724</b>	<b>4%</b>	<b>778,971</b>	<b>4%</b>	<b>0</b>	<b>0</b>		<b>745,985</b>	<b>778,971</b>	<b>4%</b>
													(Surplus)/Deficit	102,735	125,471	
														13.8%	16.1%	
<b>TOTAL MAJOR ENTERPRISE FUNDS</b>	<b>(23,740,010)</b>	<b>(23,760,974)</b>	<b>4,160,910</b>	<b>5,017,081</b>	<b>21%</b>	<b>21,613,307</b>	<b>17,093,203</b>	<b>-21%</b>	<b>22,110,284</b>	<b>-14%</b>	<b>7,663,005</b>	<b>3,244,750</b>		<b>33,437,222</b>	<b>25,355,034</b>	<b>-24%</b>
													(Surplus)/Deficit	9,697,212	1,594,060	
														29.0%	6.3%	
<b>FUND: 20500 - Airport</b>																
Municipal Airport Operations	(666,183)	(640,303)	157,843	221,463	40%	441,535	395,682	-10%	617,145	3%	0	0		599,378	617,145	3%
Airport - Capital Projects	(680,865)	(1,425,000)	0	0		0	0		0		732,000	1,500,000	105%	732,000	1,500,000	105%
<b>TOTAL FUND 20500</b>	<b>(1,347,048)</b>	<b>(2,065,303)</b>	<b>157,843</b>	<b>221,463</b>	<b>40%</b>	<b>441,535</b>	<b>395,682</b>	<b>-10%</b>	<b>617,145</b>	<b>3%</b>	<b>732,000</b>	<b>1,500,000</b>	<b>105%</b>	<b>1,331,378</b>	<b>2,117,145</b>	<b>59%</b>
													(Surplus)/Deficit	(15,670)	51,842	
														-1.2%	2.4%	
<b>FUND: 20600 - Golf Course</b>																
PCS - Golf Operations	(316,583)	(316,583)	0	0		316,583	316,583	0%	316,583	0%	0	0		316,583	316,583	0%
<b>TOTAL FUND 20600</b>	<b>(316,583)</b>	<b>(316,583)</b>	<b>0</b>	<b>0</b>		<b>316,583</b>	<b>316,583</b>	<b>0%</b>	<b>316,583</b>	<b>0%</b>	<b>0</b>	<b>0</b>		<b>316,583</b>	<b>316,583</b>	<b>0%</b>
													(Surplus)/Deficit	0	0	
<b>FUND: 21228 - Dial-A-Ride</b>																
Transportation - Dial-a-Ride	(903,580)	(701,414)	124,929	145,416	16%	777,650	777,650	0%	923,067	2%	1,000	1,000	0%	903,580	924,067	2%
Dial-a-Ride - Capital Outlay	(250,000)	(250,000)	0	0		0	0		0		250,000	250,000	0%	250,000	250,000	0%
ARRA-Transit Buses	0	0	0	0		0	0		0		0	0		0	0	
<b>TOTAL FUND 21228</b>	<b>(1,153,580)</b>	<b>(951,414)</b>	<b>124,929</b>	<b>145,416</b>	<b>16%</b>	<b>777,650</b>	<b>777,650</b>	<b>0%</b>	<b>923,067</b>	<b>2%</b>	<b>251,000</b>	<b>251,000</b>	<b>0%</b>	<b>1,153,580</b>	<b>1,174,067</b>	<b>2%</b>
													(Surplus)/Deficit	(0)	222,653	
<b>FUND: 21229 - Fixed Route</b>																
Transportation - Fixed Route	(1,023,582)	(1,008,349)	124,929	145,416	16%	897,652	897,652	0%	1,043,069	2%	1,000	1,000	0%	1,023,582	1,044,069	2%
MAX - Capital Outlay	50,146	0	0	0		0	0		0		50,146	0	-100%	50,146	0	
<b>TOTAL FUND 21229</b>	<b>(973,436)</b>	<b>(1,008,349)</b>	<b>124,929</b>	<b>145,416</b>	<b>16%</b>	<b>897,652</b>	<b>897,652</b>	<b>0%</b>	<b>1,043,069</b>	<b>2%</b>	<b>51,146</b>	<b>1,000</b>	<b>-98%</b>	<b>1,073,728</b>	<b>1,044,069</b>	<b>-3%</b>
													(Surplus)/Deficit	100,292	35,720	
<b>TOTAL NON-MAJOR ENTERPRISE FUNDS</b>	<b>(3,790,647)</b>	<b>(4,341,649)</b>	<b>407,701</b>	<b>512,296</b>	<b>26%</b>	<b>2,433,421</b>	<b>2,387,568</b>	<b>-2%</b>	<b>2,899,864</b>	<b>2%</b>	<b>1,034,146</b>	<b>1,752,000</b>	<b>69%</b>	<b>3,875,268</b>	<b>4,651,864</b>	<b>20%</b>
													(Surplus)/Deficit	84,621	310,215	
														2.2%	6.7%	
<b>TOTAL ENTERPRISE FUNDS</b>	<b>(27,530,657)</b>	<b>(28,102,623)</b>	<b>4,568,611</b>	<b>5,529,377</b>	<b>21%</b>	<b>24,046,728</b>	<b>19,480,771</b>	<b>-19%</b>	<b>25,010,148</b>	<b>-13%</b>	<b>8,697,151</b>	<b>4,996,750</b>	<b>-43%</b>	<b>37,312,490</b>	<b>30,006,898</b>	<b>-20%</b>
													(Surplus)/Deficit	100,292	1,904,275	
														6.3%		

## Exhibit B

### DRAINAGE SYSTEM - OPERATIONS 45000.308

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>UNDESIGNATED REVENUE</b>								
6130-8163	Interest Income	(319)	(169)	(186)	(4,163)	0	0	(250)
6130-8208	Late Payment/Other Penalty	(11,837)	(13,146)	(14,183)	(13,745)	(13,000)	(13,000)	(13,000)
6130-8210	Drainage User Fees	(628,419)	(631,385)	(640,024)	(640,477)	(630,000)	(630,000)	(640,000)
6130-8682	Collection Recovery	(440)	(267)	(477)	(474)	(250)	(250)	(250)
<b>TOTAL UNDESIGNATED REVENUE</b>		<b>(641,014)</b>	<b>(644,966)</b>	<b>(654,870)</b>	<b>(658,859)</b>	<b>(643,250)</b>	<b>(643,250)</b>	<b>(653,500)</b>
<b>MAINTENANCE AND OPERATIONS</b>								
6130-3051	Bank Service Charges	147	143	198	(5)	200	200	200
6175-3500	Depreciation / Replacement	589	589	0	0	0	0	0
6175-3505	Loss on Disposal of Capital Asset	88,193	0	0	0	0	0	0
6175-3704	Intergovernmental Charges - Property Tax	273	274	274	399	450	450	450
6430-3017	Software Costs	0	0	0	0	1,992	1,992	1,315
6430-4000	Interfund Charges - Fac.Maint.	0	0	0	15,120	66,846	66,846	88,264
6430-4004	Interfund Charges - Admin. Overhead	1,525	1,481	1,481	7,400	3,604	3,604	3,604
6430-4018	Computer Maintenance	0	1,229	0	0	0	0	0
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>90,728</b>	<b>3,715</b>	<b>1,953</b>	<b>22,914</b>	<b>73,092</b>	<b>73,092</b>	<b>93,833</b>
<b>TRANSFERS OUT</b>								
6175-7000	Operating Transfer to Other Funds	40,687	40,687	41,000	45,000	45,000	45,000	45,000
<b>TOTAL TRANSFERS OUT</b>		<b>40,687</b>	<b>40,687</b>	<b>41,000</b>	<b>45,000</b>	<b>45,000</b>	<b>45,000</b>	<b>45,000</b>
<b>TOTAL EXPENDITURES</b>		<b>131,415</b>	<b>44,402</b>	<b>42,953</b>	<b>67,914</b>	<b>118,092</b>	<b>118,092</b>	<b>138,833</b>

**DRAINAGE SYSTEM - FLOOD CONTROL**  
**45000.309**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>SALARIES AND BENEFITS</b>								
6430-1010	Salaries - Full-time	223,174	183,760	193,668	168,745	201,491	201,491	228,259
6430-1020	Salaries / Part-time	3,759	3,888	153	0	0	0	0
6430-1030	Salaries / Overtime	3,962	5,411	8,395	4,244	7,000	7,000	7,000
6430-1040	Salaries - Leave Payout	1,776	4,031	5,451	2,793	3,153	3,153	4,271
6430-1050	Salaries / Uniform Pay	975	686	843	1,015	1,103	1,103	1,015
6430-1060	Auto and Expense Allowance	1,020	810	1,131	1,239	1,239	1,239	1,239
6430-2000	Public Employees Retirement System	47,840	39,327	42,571	41,523	46,754	46,754	57,425
6430-2001	Health Insurance Benefits	0	0	0	0	0	0	0
6430-2002	Long-term Disability Insurance	781	712	726	615	714	714	774
6430-2003	Life Insurance Premiums	282	271	277	216	265	265	247
6430-2004	Worker's Compensation Insurance	13,825	14,416	15,754	13,921	18,215	18,215	19,821
6430-2005	Medicare Tax - Employer's Share	3,253	2,687	3,164	2,664	3,294	3,294	3,694
6430-2007	Deferred Compensation / Part-time	0	0	0	0	0	0	0
6430-2008	Deferred Compensation -Full-time	7,774	7,057	7,318	5,809	7,222	7,222	7,927
6430-2009	Unemployment Insurance	1,732	1,497	1,603	1,085	1,336	1,336	1,081
6430-2010	Section 125 Benefit Allow.	71,267	68,337	73,331	58,090	85,239	85,239	63,493
<b>TOTAL SALARIES AND BENEFITS</b>		<b>381,418</b>	<b>332,889</b>	<b>354,385</b>	<b>301,959</b>	<b>377,023</b>	<b>377,023</b>	<b>396,247</b>
<b>MAINTENANCE AND OPERATIONS</b>								
6430-3001	Gas and Electric Utilities	17,679	35,872	43,655	39,254	42,000	42,000	43,260
6430-3002	Telephone and Fax Charges	0	2,263	0	0	500	500	0
6430-3025	Vehicle Fuel, Supplies & Maintenance	12,727	12,123	13,815	11,823	16,000	16,000	16,000
6430-3040	Contracted Services	60	145	17,327	33,965	13,346	13,346	13,346
6430-3115	Taxes and Assessments	18,196	0	18,196	22,121	24,000	24,000	24,000
6430-3130	Building Supplies, Keys, Repairs	0	1	13	851	1,000	1,000	1,000
6430-3132	Other Maintenance Supplies	32,545	39,804	23,372	26,114	35,000	36,800	35,000
6430-3262	Retiree Insurance Premiums	0	0	0	0	862	862	0
6430-3280	OPEB Obligation Expense	0	0	(4,125)	1,036	0	0	0
6430-3500	Depreciation / Replacement	21,599	21,599	0	0	0	0	0
6430-3700	Intergovernmental Charge-Landfill Fee	2,164	930	0	0	0	0	0
6430-4002	Interfund Charges - Central Supply	406	813	2,240	472	1,000	1,000	1,000
6430-4005	Interfund Charges - Vehicle Repairs	32,616	27,982	32,277	36,686	38,634	38,634	36,792
6430-4007	Interfund Charges - Vehicle Replacement	0	0	0	15,633	16,900	16,900	11,865
6430-7020	Transfer Out - Insurance Reserve	0	0	0	15,664	27,163	27,163	27,163
6431-4004	Interfund Charges - Admin. Overhead	2,946	11,872	11,872	16,492	27,337	27,337	27,337
6431-4018	Interfund Charges-Computer Maint.	1,875	5,655	5,825	2,998	5,942	5,942	5,942
6431-4020	Interfund Charges-Computer Rplcmt	0	0	1,487	0	1,186	1,186	1,186
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>142,813</b>	<b>159,059</b>	<b>165,954</b>	<b>223,109</b>	<b>250,870</b>	<b>252,670</b>	<b>243,891</b>
<b>TOTAL EXPENDITURES</b>		<b>524,231</b>	<b>491,948</b>	<b>520,339</b>	<b>525,068</b>	<b>627,893</b>	<b>629,693</b>	<b>640,138</b>

**DRAINAGE SYSTEM - CAPITAL OUTLAY**  
**45000.304**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
6429-8388	Transfer In from Fund 45100	0	0	0	0	0	0	0
6429-8320	Capital Contribution	0	0	(138,465)	(31,632)	0	0	0
6429-8388	Transfer In from DIF Fund 451	0	(196,231)	0	0	0	0	0
	<b>TOTAL REVENUE</b>	<b>0</b>	<b>(196,231)</b>	<b>(138,465)</b>	<b>(31,632)</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>MAINTENANCE AND OPERATIONS</b>								
6430-4000	Interfund Charges - Fac.Maint.	54,051	22,912	39,211	15,120	0	0	0
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>54,051</b>	<b>22,912</b>	<b>39,211</b>	<b>15,120</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>CAPITAL OUTLAY</b>								
6429-5071	Storm Drainage Basin Fencing	0	12,805	0	0	0	0	0
6429-5077	Las Palmas Basin Incr Capacity Proj	0	155,000	0	0	0	0	0
6429-5081	Kennedy/Tulare Intertie Proj.	24,821	0	0	0	0	0	0
6429-5085	San Sabastian Basin Overflow Pipeline	0	28,426	0	0	0	0	0
6429-5087	Sharon Blvd Infrastructure - Drainage	6,266	0	0	0	0	0	0
	<b>TOTAL CAPITAL OUTLAY</b>	<b>31,086</b>	<b>196,231</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>TOTAL EXPENDITURES</b>	<b>85,137</b>	<b>219,143</b>	<b>39,211</b>	<b>15,120</b>	<b>0</b>	<b>0</b>	<b>0</b>

**SEWER UTILITY - FINANCE DEPARTMENT  
20400.502**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>UNDESIGNATED REVENUE</b>								
3010-8000	Current Secured Property Tax	(81,132)	(50,313)	(102,496)	(80,033)	(100,000)	(100,000)	(100,000)
3010-8163	Interest Income	(25,461)	(7,065)	(5,540)	(97,921)	(10,000)	(10,000)	(10,000)
3010-8208	Late Payment/Other Penalty	(84,044)	(102,532)	(103,378)	(108,689)	(100,000)	(100,000)	(100,000)
3010-8215	Infrastructure Cost Payback	(8,413)	(5,929)	(2,031)	0	(3,000)	(3,000)	(3,000)
3010-8223	Parkdale Sewer #3 User Fees	(85,630)	(114,088)	(180,514)	(124,233)	(160,000)	(160,000)	(200,781)
3010-8229	User Charges	(5,305,147)	(5,391,953)	(5,628,993)	(5,888,273)	(5,969,348)	(5,969,348)	(7,312,954)
3010-8232	Septic Dump Income	(171,390)	(166,760)	(179,411)	(239,596)	(150,000)	(150,000)	(200,000)
3010-8245	Waste Water Plant Capital Fee	187	11	(18)	(1,048)	0	0	0
3010-8355	Transfer in from Rate Stabilization Fund		0	0	(510,000)	(1,231,000)	(1,231,000)	0
3010-8659	Refunds and Reimbursements	(346,416)	(198)	(379)	(6,367)	0	0	0
3010-8671	Sale of Real and Personal Property	(5,203)	0	(27)	(37,815)	0	0	0
3010-8682	Collection Recovery	(863)	(1,600)	(2,487)	(2,687)	(1,500)	(1,500)	(1,500)
<b>TOTAL UNDESIGNATED REVENUE</b>		<b>(6,113,512)</b>	<b>(5,840,427)</b>	<b>(6,205,274)</b>	<b>(7,096,662)</b>	<b>(7,724,848)</b>	<b>(7,724,848)</b>	<b>(7,928,235)</b>
<b>TRANSFERS OUT</b>								
3450-7021	Transfer Out to Fund 20401		0	0	0	741,000	741,000	0
3450-7000	Operating Transfer to Other Funds	546,974	598,081	616,023	997,193	335,198	335,198	326,854
<b>TOTAL TRANSFERS OUT</b>		<b>546,974</b>	<b>598,081</b>	<b>616,023</b>	<b>997,193</b>	<b>1,076,198</b>	<b>1,076,198</b>	<b>326,854</b>
<b>TOTAL EXPENDITURES</b>		<b>546,974</b>	<b>598,081</b>	<b>616,023</b>	<b>997,193</b>	<b>1,076,198</b>	<b>1,076,198</b>	<b>326,854</b>

**SEWER UTILITY - MAINTENANCE/OPERATIONS**  
**20400.508**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
3085-8320	Capital Contribution	(72,427)	(61,305)	(76,339)	(30,092)	0	0	0
3085-8416	Transfer in from Fund 409	(500,000)	(190,000)	0	0	0	0	0
	<b>TOTAL REVENUE</b>	<b>(572,427)</b>	<b>(251,305)</b>	<b>(76,339)</b>	<b>(30,092)</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>SALARIES AND BENEFITS</b>								
3085-1010	Salaries / Full-time	374,374	356,339	325,450	342,841	382,860	382,860	538,855
3085-1020	Salaries/Part-time	0	0	0	29,281	39,540	39,540	29,919
3085-1030	Salaries / Overtime	11,147	15,180	6,896	9,528	24,000	24,000	24,000
3085-1040	Salaries - Leave Payout	4,993	3,106	2,593	3,688	4,143	4,143	5,496
3085-1050	Salaries / Uniform Pay	818	1,192	1,005	1,390	1,640	1,640	1,890
3085-1060	Salaries - Auto & Expense Allowance	1,020	810	1,130	1,568	1,599	1,599	1,239
3085-2000	Public Employees Retirement System	84,234	72,509	70,788	84,473	103,280	103,280	142,015
3085-2002	Long Term Disability Insurance	1,332	1,208	1,151	1,204	1,349	1,349	1,866
3085-2003	Life Insurance Premiums	432	383	349	345	459	459	548
3085-2004	Worker's Compensation Insurance	23,004	26,964	25,628	31,138	38,999	38,999	49,886
3085-2005	Medicare Tax - Employer's Share	5,741	5,524	5,326	5,796	7,328	7,328	9,130
3085-2008	Deferred Compensation / Full-time	14,267	13,494	12,616	12,940	14,410	14,410	20,444
3085-2009	Unemployment Insurance	3,202	2,464	2,362	3,266	2,840	2,840	2,892
3085-2010	Section 125 Benefit Allow.	97,680	80,222	81,478	93,551	127,856	127,856	156,270
	<b>TOTAL SALARIES AND BENEFITS</b>	<b>622,243</b>	<b>579,396</b>	<b>536,772</b>	<b>621,009</b>	<b>750,303</b>	<b>750,303</b>	<b>984,451</b>
<b>MAINTENANCE AND OPERATIONS</b>								
3085-3001	Gas and Electric Utilities	31,430	23,985	45,444	28,227	39,000	39,000	38,000
3085-3002	Telephone and Fax Charges	6,229	4,968	4,854	5,015	5,000	5,000	5,000
3085-3011	Advertising - Bids and legal notices	318	0	43	0	500	500	1,000
3085-3014	Professional Dues	960	485	225	276	1,000	1,000	500
3085-3016	Office Supplies - Expendable	3,001	2,067	1,638	2,059	3,000	3,000	2,500
3085-3017	Software Costs		0	0	0	996	996	0
3085-3020	Mileage Reimbursements	0	0	0	0	100	100	100
3085-3025	Vehicle Fuel, Supplies & Maintenance	18,488	18,766	16,882	18,953	23,000	23,000	20,000
3085-3040	Contracted Services	17,803	22,463	32,166	61,535	42,681	42,681	65,181
3085-3115	Taxes and Assessments	8,154	8,154	10,405	11,195	12,600	12,600	12,600
3085-3130	Building Supplies, Keys and Repairs	561	1,853	0	2,889	2,000	2,000	2,000
3085-3132	Other Maintenance Supplies	56,954	30,021	46,026	38,569	59,000	59,000	59,000
3085-3260	Liability / Property Insurance	12,129	12,521	13,184	14,187	18,029	18,029	21,715
3085-3262	Retiree Insurance Premiums	2,213	1,456	1,777	1,491	1,500	1,500	1,500
3085-3280	OPEB Obligation Expense	0	0	0	0	3,724	3,724	0
3085-3300	Conference, Training, Education	3,805	2,758	2,347	2,429	4,500	4,500	4,500
3085-3500	Depreciation / Replacement	55,777	56,373	50,716	37,934	0	0	0
3085-3505	Loss on Disposal of Capital Asset	14,628	0	0	0	0	0	0
3085-4000	Interfund Charges - Fac.Maint.	76,572	22,912	40,396	16,020	70,824	70,824	93,516
3085-4002	Interfund Charges - Central Supply	5,993	6,112	5,631	6,831	7,500	7,500	7,500
3085-4003	Interfund Charges - Cost Distribution	82,903	82,903	82,903	92,903	107,903	107,903	113,298
3085-4004	Interfund Charges - Admin. Overhead	59,273	53,003	53,003	79,815	69,198	69,198	69,198
3085-4005	Interfund Charges - Vehicle Repairs	42,560	46,363	46,559	45,824	46,771	46,771	56,858
3085-4007	Interfund Charges - Replace Vehicle	0	0	354,529	102,067	100,133	100,133	94,238
3085-4018	Interfund Charges-Computer Maint.	7,499	11,730	9,928	4,396	2,971	2,971	2,971
3085-4020	Interfund Charges-Computer Rplcmt	0	0	4,000	0	593	593	593
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>507,250</b>	<b>408,892</b>	<b>822,656</b>	<b>572,615</b>	<b>622,522</b>	<b>622,522</b>	<b>671,768</b>
<b>CAPITAL OUTLAY</b>								
3085-5000	Office Furniture	248	250	568	631	500	500	500
3085-5001	Computer Equipment and Pephrials	1,842	2,808	0	0	0	0	0
3085-5002	Other New Equipment	(24)	0	0	11,345	5,000	5,000	15,000
3085-5003	Replacement of Equipment	0	0	0	0	20,000	20,000	30,000
	<b>TOTAL CAPITAL OUTLAY</b>	<b>2,066</b>	<b>3,058</b>	<b>568</b>	<b>11,976</b>	<b>25,500</b>	<b>25,500</b>	<b>45,500</b>
<b>DEBT SERVICE</b>								
3085-6002	Lease Payment	5,253	4,108	3,289	1,653	14,693	14,693	0
	<b>TOTAL DEBT SERVICE</b>	<b>5,253</b>	<b>4,108</b>	<b>3,289</b>	<b>1,653</b>	<b>14,693</b>	<b>14,693</b>	<b>0</b>

**SEWER UTILITY - MAINTENANCE/OPERATIONS (continued)**  
**20400.508**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>TRANSFERS OUT</b>								
3085-7000	Operating Transfer to Other Funds	0	0	700,000	0	0	0	0
3085-7020	Transfer Out - Insurance Reserve	0	0	0	25,800	44,740	44,740	44,740
<b>TOTAL TRANSFERS OUT</b>		<b>0</b>	<b>0</b>	<b>700,000</b>	<b>25,800</b>	<b>44,740</b>	<b>44,740</b>	<b>44,740</b>
<b>TOTAL EXPENDITURES</b>		<b>564,384</b>	<b>744,149</b>	<b>1,986,946</b>	<b>1,202,961</b>	<b>1,457,759</b>	<b>1,457,759</b>	<b>1,746,459</b>

**SEWER UTILITY- W.W.T.P.  
20400.509**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>SALARIES AND BENEFITS</b>								
3355-1010	Salaries / Full-time	488,497	537,771	392,327	441,411	467,340	467,340	528,434
3355-1020	Salaries / Part-time	5,676	5,832	8,978	691	29,456	29,456	42,310
3355-1030	Salaries / Overtime	14,532	14,354	17,765	18,338	14,000	14,000	14,000
3355-1040	Salaries - Leave Payout	16,603	3,170	15,531	1,036	1,037	1,037	1,252
3355-1050	Salaries / Uniform Pay	1,493	1,422	1,482	2,150	2,150	2,150	2,150
3355-1060	Salaries - Auto and Expense Allowance	420	210	445	510	510	510	510
3355-2000	Public Employees Retirement System	117,301	108,278	89,483	104,894	121,556	121,556	144,887
3355-2002	Long Term Disability Insurance	1,839	1,745	1,342	1,567	1,646	1,646	1,858
3355-2003	Life Insurance Premiums	533	531	437	447	474	474	482
3355-2004	Worker's Compensation Insurance	31,322	40,841	33,584	37,673	44,625	44,625	49,235
3355-2005	Medicare Tax - Employer's Share	7,615	8,225	7,035	6,947	7,836	7,836	8,948
3355-2007	Deferred Compensation / Part-time	3	0	0	0	0	0	0
3355-2008	Deferred Compensation / Full-time	20,952	20,781	16,202	18,037	18,752	18,752	21,225
3355-2009	Unemployment Insurance	4,272	3,706	3,044	2,864	2,785	2,785	2,463
3355-2010	Section 125 Benefit Allow.	128,022	126,182	120,458	154,541	162,151	162,151	129,267
<b>TOTAL SALARIES AND BENEFITS</b>		<b>839,080</b>	<b>873,048</b>	<b>708,113</b>	<b>791,106</b>	<b>874,318</b>	<b>874,318</b>	<b>947,202</b>
<b>MAINTENANCE AND OPERATIONS</b>								
3355-3001	Gas and Electric Utilities	506,330	501,001	445,345	626,395	542,000	542,000	600,000
3355-3002	Telephone and Fax Charges	11,608	8,492	8,416	8,818	10,000	10,000	10,000
3355-3012	Advertising - Other	200	0	252	0	1,000	1,000	1,000
3355-3016	Office Supplies - Expendable	1,258	2,293	1,674	1,440	2,000	2,000	2,000
3355-3017	Computer Software	148	390	0	0	5,976	5,976	3,944
3355-3020	Mileage Reimbursements	25	(13)	177	221	500	500	200
3355-3025	Vehicle Fuel, Supplies & Maintenance	33,817	36,839	29,718	16,654	40,000	40,000	30,000
3355-3040	Contracted Services	141,212	101,283	135,340	168,766	151,926	151,926	270,766
3355-3115	Taxes and Assessments	32,246	32,418	35,891	38,453	43,890	43,890	46,085
3355-3120	Other Supplies	10,422	9,035	9,924	9,554	14,000	14,000	14,000
3355-3130	Building Supplies, Keys, Repairs	11,004	29,472	3,372	2,548	10,000	10,000	10,000
3355-3132	Other Maintenance Supplies	101,545	175,540	148,810	269,613	350,000	350,000	315,000
3355-3260	Liability / Property Insurance	130,740	134,961	142,108	155,535	197,646	197,646	238,063
3355-3262	Retiree Insurance Premiums	0	0	0	0	905	905	0
3355-3280	OPEB Obligation Expense	0	0	(8,878)	0	5,286	5,286	0
3355-3300	Conference, Training, Education	2,341	3,066	6,523	7,452	6,000	6,000	6,000
3355-3500	Depreciation / Replacement	39,897	20,728	18,469	17,578	0	0	0
3355-3502	Capitalized Asset Contra Account	(33,408)	0	0	0	0	0	0
3355-3505	Loss on Disposal of Capital Asset	9,492	0	30,512	0	0	0	0
3355-4000	Interfund Charges - Fac.Maint.	45,042	49,722	82,807	32,601	144,128	144,128	190,308
3355-4002	Interfund Charges - Central Supply	1,336	1,804	1,409	2,012	2,000	2,000	2,000
3355-4004	Interfund Charges - Admin. Overhead	304,392	190,224	190,224	212,471	273,763	273,763	273,763
3355-4005	Interfund Charges - Vehicle Repairs	83,032	82,974	80,777	86,513	84,820	84,820	95,809
3355-4007	Interfund Charges - Replace Vehicles	0	0	19,443	76,233	77,533	77,533	60,804
3355-4018	Interfund Charges-Computer Maint.	18,746	10,446	10,168	16,285	17,825	17,825	17,825
3355-4020	Interfund Charges-Computer Rplcmt	0	0	6,103	0	4,529	4,529	4,529
3355-7020	Transfer Out - Insurance Reserve	0	0	0	24,466	42,426	42,426	42,426
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>1,451,427</b>	<b>1,390,677</b>	<b>1,398,584</b>	<b>1,773,608</b>	<b>2,028,153</b>	<b>2,028,153</b>	<b>2,234,522</b>
<b>CAPITAL OUTLAY</b>								
3355-5001	Computer Equipment and Pehrials	0	0	0	0	0	0	0
3355-5002	Other New Equipment	0	0	0	0	6,000	52,000	0
3370-5062	WWTP On-site property	33,408	0	0	0	0	0	0
<b>TOTAL CAPITAL OUTLAY</b>		<b>33,408</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,000</b>	<b>52,000</b>	<b>0</b>
<b>DEBT SERVICE</b>								
3355-6002	Lease Payment	0	0	0	0	0	0	0
<b>TOTAL DEBT SERVICE</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENDITURES</b>		<b>2,323,915</b>	<b>2,263,725</b>	<b>2,106,697</b>	<b>2,564,714</b>	<b>2,908,471</b>	<b>2,954,471</b>	<b>3,181,542</b>

**SEWER UTILITY- CAPITAL OUTLAY  
20400.511**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
3580-8355	Transfer In	0	0	0	0	0	0	0
	<b>TOTAL REVENUE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>MAINTENANCE AND OPERATIONS</b>								
3460-3500	Depreciation / Replacement	2,163,365	2,205,470	2,203,894	2,203,723	0	0	0
3460-3502	Capitalized Asset Contra Account	(521,571)	0	0	0	0	0	0
3460-3505	Loss on Disposal of Capital Asset	18,756	0	0	0	0	0	0
3580-4004	Interfund Charge Admin Overhead	0	54,602	54,602	2,364	0	0	0
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>1,660,550</b>	<b>2,260,072</b>	<b>2,258,496</b>	<b>2,206,087</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>CAPITAL OUTLAY</b>								
3472-5072	Sewer Mains Bid Package 2	0	0	4,168	57,373	911,621	911,621	0
3472-5077	Replace Mains - 21 Locations	28	0	0	0	0	0	0
3472-5078	Replace Mains - Ongoing - Misc.	22,540	0	0	0	0	0	0
3472-5080	Replace Main - 9th St, Alley to Gateway	0	0	0	14,440	11,662	11,662	0
3472-5082	Replace Main - 4th St, "I" St to Pine	11,060	144	0	0	0	0	0
3472-5031	Replace Sewer Main - Sherwood Way - SS-2	0	0	0	0	246,000	500	0
3472-5032	Replace Sewer Main - Wessmith Way - SS-1	0	0	0	0	21,400	500	3,000
3472-5083	Replace Manhole Covers - 14 Locations (S-07)	0	0	0	0	0	0	0
3472-5078	Sewer Mains, Replace/Repair, S-6	22,540	0	0	0	189,000	189,000	0
3472-5083	Madera Ave. Raise Mainhole Covers & Water Valve Lid					74,800	0	0
3580-5073	WWTP Groundwater Extraction Program	343,031	0	0	0	21,000	500	0
3580-5074	Schnoor Ave. Trunk Sewer & Pum Station R-12 (S-5)	0	0	0	0	0	0	0
3580-5075	WWTP Headworks Screen	184,607	0	0	0	0	0	0
3580-5085	Road 28 Sewer Reimbursement	0	0	0	0	0	0	0
3580-5033	Sewer System Assessment & Rehab Study		0	0	0	114,000	500	218,000
3580-5034	Fairgrounds Liftstation SS-6	0	0	0	0	288,000	500	0
XXXX-XXXX	Sewer Mains, Package 2	0	0	0	0	0	0	0
3580-5048	Parkwood & Parksdale Utility Study, U-1					232,680	180,000	0
3580-5074	Schnoor Ave. Trunk Sewer System, S-12					649,702		
	<b>TOTAL CAPITAL OUTLAY</b>	<b>583,806</b>	<b>144</b>	<b>4,168</b>	<b>71,813</b>	<b>2,759,865</b>	<b>1,294,783</b>	<b>221,000</b>
	<b>TOTAL EXPENDITURES</b>	<b>2,244,356</b>	<b>2,260,216</b>	<b>2,262,664</b>	<b>2,277,900</b>	<b>2,759,865</b>	<b>1,294,783</b>	<b>221,000</b>

**W.W.T.P. BOND ADMINISTRATION**  
**20400.515**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
4225-8163	Interest Income	(126)	(153)	0	(2)	(1,000)	(1,000)	(1,000)
4225-8416	Transfer-in from Fund 409	0	0	0	(550,000)	(225,000)	(225,000)	(225,000)
4225-8853	Proceeds from Bond Premium	0	(37,566)	0	-	-	-	-
<b>TOTAL REVENUE</b>		<b>(126)</b>	<b>(37,719)</b>	<b>0</b>	<b>(550,002)</b>	<b>(226,000)</b>	<b>(226,000)</b>	<b>(226,000)</b>
<b>MAINTENANCE AND OPERATIONS</b>								
4225-3501	Amortization Expense	0	45,235	(18,783)	(18,783)	22,618	22,618	22,618
4331-3048	Bond 2006-Trustee Fees	3,843	3,694	2,194	4,891	5,500	5,500	5,500
4331-3049	Bond Cost of Issuance Fees	0	0	0	0	0	0	0
4335-3048	Loan Fees-IBank loan	27,843	27,080	2,194	25,486	24,652	24,652	23,793
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>31,686</b>	<b>76,009</b>	<b>(14,395)</b>	<b>11,594</b>	<b>52,770</b>	<b>52,770</b>	<b>51,911</b>
<b>DEBT SERVICE</b>								
4331-6000	Interest Expense-2006/2015 Bond**	1,057,631	1,379,038	256,381	1,329,277	1,307,494	1,307,494	1,037,850
4331-6001	Principal Payment-2006/2015 Bond**	0	0	0	0	850,000	850,000	970,000
4335-6000	Interest Expense-IBank loan	159,133	264,481	0	248,038	243,033	243,033	234,287
4335-6001	Principal Repayment-IBank loan	(0)	0	0	0	286,244	286,244	294,860
<b>TOTAL DEBT SERVICE</b>		<b>1,216,765</b>	<b>1,643,519</b>	<b>256,381</b>	<b>1,577,315</b>	<b>2,686,771</b>	<b>2,686,771</b>	<b>2,536,997</b>
<b>TOTAL EXPENDITURES</b>		<b>1,248,450</b>	<b>1,719,529</b>	<b>241,986</b>	<b>1,588,909</b>	<b>2,739,541</b>	<b>2,739,541</b>	<b>2,588,908</b>

\*\* Effective FY: 16-17 2006 Bond is being replaced by 2015 Bond

**SEWER RATE STABILIZATION FUND  
20401.000**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
3590-8163	Interest Income	(126)	0	0	0	0	0	0
3590-8376	Transfer-in from Fund 20400	0	0	0	(700,000)	(741,000)	(741,000)	0
	<b>TOTAL REVENUE</b>	<b>(126)</b>	<b>0</b>	<b>0</b>	<b>(700,000)</b>	<b>(741,000)</b>	<b>(741,000)</b>	<b>0</b>
<b>MAINTENANCE AND OPERATIONS</b>								
3590-7021	Transfer-Out to Fund 20400	27,843			510,000	1,231,000	1,231,000	0
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>27,843</b>	<b>0</b>	<b>0</b>	<b>510,000</b>	<b>1,231,000</b>	<b>1,231,000</b>	<b>0</b>
	<b>TOTAL EXPENDITURES</b>	<b>27,843</b>	<b>0</b>	<b>0</b>	<b>510,000</b>	<b>1,231,000</b>	<b>1,231,000</b>	<b>0</b>

Note: This budget was created in Fiscal Year 2015/2016 to formally establish the Sewer Rate Stabilization Fund that was called for in the issuance of the 2006 Water/Wastewater Revenue Bonds.

**MUNICIPAL AIRPORT OPERATIONS**  
**20500.327**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
3595-8002	Current Unsecured Property Tax	(110,467)	(98,923)	(61,049)	(70,353)	(100,000)	(100,000)	(80,000)
3595-8150	Administration Building Rental	(18,547)	(18,316)	(16,227)	(15,780)	(18,000)	(18,000)	(18,000)
3595-8151	Agricultural Leases	0	(175,030)	(196,472)	(169,127)	(175,000)	(175,000)	(170,000)
3595-8152	Airport Land Area Lease	(228,716)	(73,332)	(69,471)	(144,408)	(139,083)	(139,083)	(139,083)
3595-8158	Commercial Operation User Fees	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)	(1,500)
3595-8161	F.B.O. Fuel Flowage Fees	(11,474)	(13,019)	(10,611)	(9,207)	(10,000)	(10,000)	(10,000)
3595-8162	Hangar Rentals	(172,802)	(175,128)	(186,146)	(184,949)	(180,000)	(180,000)	(180,000)
3595-8163	Interest Income	(1,944)	(1,848)	(819)	(11,200)	(1,400)	(1,400)	(1,400)
3595-8177	Tiedown Rentals	(5,492)	(5,511)	(6,782)	(6,028)	(5,000)	(5,000)	(5,000)
3595-8240	Utility Reimbursement	(895)	(120)	(120)	(120)	(1,000)	(1,000)	(120)
3595-8423	California Aid to Airports	0	(10,000)	0	(20,000)	(10,000)	(10,000)	(10,000)
3595-8657	Miscellaneous Revenue	(25)	(25)	0	(25)	(200)	(200)	(200)
3595-8659	Refunds and Reimbursements	(21,614)	(22,223)	0	(16,957)	(25,000)	(25,000)	(25,000)
3595-8671	Sale of Real and Personal Property	(2,790)	0	0	(1,809)	0	0	0
<b>TOTAL REVENUE</b>		<b>(576,266)</b>	<b>(594,973)</b>	<b>(549,197)</b>	<b>(651,463)</b>	<b>(666,183)</b>	<b>(666,183)</b>	<b>(640,303)</b>
<b>SALARIES AND BENEFITS</b>								
3715-1010	Salaries / Full-time	90,639	94,912	51,049	69,321	70,005	70,005	111,688
3715-1020	Salaries / Part-time	9,227	7,811	9,076	859	21,625	21,625	7,145
3715-1030	Salaries/Overtime		218	119	125	500	500	500
3715-1040	Salaries - Leave Payout	10,220	4,501	1,007	1,036	1,037	1,037	1,252
3715-1050	Salaries / Uniform Pay	150	150	150	250	250	250	438
3715-1060	Salaries - Auto and Expense Allowance	2,117	2,310	795	510	510	510	510
3715-2000	Public Employees Retirement System	17,387	16,766	10,333	15,358	17,158	17,158	28,248
3715-2002	Long Term Disability Insurance	342	324	191	239	252	252	394
3715-2003	Life Insurance Premiums	117	116	68	79	83	83	126
3715-2004	Worker's Compensation Insurance	6,358	7,399	4,028	5,624	8,049	8,049	10,048
3715-2005	Medicare Tax - Employer's Share	1,591	1,581	938	1,070	1,410	1,410	1,826
3715-2007	Deferred Compensation / Part-time	348	293	340	32	811	811	268
3715-2008	Deferred Compensation / Full-time	1,650	1,638	1,645	2,400	2,484	2,484	4,142
3715-2009	Unemployment Insurance	835	883	703	440	956	956	797
3715-2010	Section 125 Benefit Allow.	31,460	31,223	23,972	31,648	32,714	32,714	54,082
<b>TOTAL SALARIES AND BENEFITS</b>		<b>172,442</b>	<b>170,125</b>	<b>104,414</b>	<b>128,991</b>	<b>157,843</b>	<b>157,843</b>	<b>221,463</b>
<b>MAINTENANCE AND OPERATIONS</b>								
3715-3001	Gas and Electric Utilities	25,235	30,247	24,262	25,891	30,000	30,000	30,000
3715-3002	Telephone and Fax Charges	1,016	919	722	747	1,000	1,000	1,000
3715-3016	Office Supplies - Expendable	587	625	126	121	600	600	600
3715-3017	Software Costs		0	0	0	1,992	1,992	1,315
3715-3018	Postage / Other Mailing Charges	206	288	208	102	200	200	200
3715-3025	Vehicle Fuel, Supplies & Maintenance	6,332	5,183	6,329	6,510	7,000	7,000	7,000
3715-3040	Contracted Services	9,383	10,282	11,087	6,459	32,252	32,252	25,000
3715-3115	Taxes and Assessments	16,156	11,736	16,667	14,370	20,000	20,000	18,000
3715-3130	Building Supplies, Keys, Repairs	6,306	8,054	3,444	4,013	8,000	8,000	8,000
3715-3132	Other Maintenance Supplies	7,564	7,554	7,590	9,964	6,500	6,500	6,500
3715-3260	Liability / Property Insurance	40,432	41,554	43,322	46,513	48,744	48,744	58,711
3715-3300	Conference, Training, Education	1,366	1,243	2,270	3,109	3,600	3,600	4,000
3715-3500	Depreciation / Replacement	266,549	252,144	281,633	284,380	0	0	0
3715-3505	Loss on Disposal of Capital Asset	53,378	0	0	0	0	0	0
3715-3800	Developer Reimbursement	21,614	22,811	22,276	16,957	25,000	25,000	25,000
3715-4000	Interfund Charges - Fac.Maint.	13,513	16,982	29,941	11,134	49,224	49,224	64,996
3715-4002	Interfund Charges - Central Supply	1,284	743	1,410	1,772	2,000	2,000	2,000
3715-4003	Interfund Charges - Cost Distribution	0	0	0	64,083	64,083	64,083	0
3715-4004	Interfund Charges - Admin. Overhead	75,276	63,165	63,165	71,615	63,890	63,890	63,890
3715-4005	Interfund Charges - Vehicle Repairs	11,396	12,667	11,888	17,971	18,579	18,579	21,382
3715-4007	Interfund Charges - Replace Vehicles	0	0	4,231	14,200	13,400	13,400	12,617
3715-4018	Interfund Charges-Computer Maint.	1,875	3,642	3,083	5,502	5,942	5,942	5,942
3715-4020	Interfund Charges-Computer Rplcmt	0	0	1,778	0	1,900	1,900	1,900
3715-7000	Transfer Out - Other	0	0	0	0	0	0	0
3715-7020	Transfers Out - Insurance Reserve	0	0	0	5,276	9,149	9,149	9,149
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>559,468</b>	<b>489,839</b>	<b>535,432</b>	<b>610,689</b>	<b>413,055</b>	<b>413,055</b>	<b>367,202</b>

**MUNICIPAL AIRPORT OPERATIONS (continued)**  
**20500.327**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>CAPITAL OUTLAY</b>								
3715-5002	Other New Equipment	0	0	0	0	0	0	0
3715-5010	Vehicle & Equipment Acquisition - Replace.	0	0	0	0	0	0	0
<b>TOTAL CAPITAL OUTLAY</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>DEBT SERVICE</b>								
3865-6000	T-Hangar #9 Interest	12,222	20,328	9,894	9,031	9,776	9,776	7,944
3865-6001	T-Hangar #9 Principal	0	0	0	0	18,704	18,704	20,536
3865-6002	Lease Payment	0	0	0	0	0	0	0
<b>TOTAL DEBT SERVICE</b>		<b>12,222</b>	<b>20,328</b>	<b>9,894</b>	<b>9,031</b>	<b>28,480</b>	<b>28,480</b>	<b>28,480</b>
<b>TOTAL EXPENDITURES</b>		<b>744,132</b>	<b>680,291</b>	<b>649,740</b>	<b>748,711</b>	<b>599,378</b>	<b>599,378</b>	<b>617,145</b>

**AIRPORT- CAPITAL PROJECTS**  
**20500.355**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
3595-8434	Cal-Trans Div of Aeronautics	0	(12,452)	0	(2,979)	(36,565)	(36,565)	(75,000)
3595-8450	FAA AIP Grant #27	0	0	(3,375)	(50,626)	(591,300)	(591,300)	0
3595-8452	FAA AIP-23 TaxiwayEdge Lite Construction	(440,611)	(57,465)	0	0	0	0	0
3595-8454	AIP Grant #3-06-0144-21	(5,949)	0	0	0	0	0	0
3597-8450	Apron Phase II - FAA Grant	0	0	0	0	0	0	(1,350,000)
3597-8453	FAA AIP Grant #26	0	0	(17,026)	(42,559)	(53,000)	(53,000)	0
3760-8456	FAA AIP Grant-22	(5,225)	(295,842)	(834,025)	0	0	0	0
<b>TOTAL REVENUE</b>		<b>(451,785)</b>	<b>(365,759)</b>	<b>(854,426)</b>	<b>(96,164)</b>	<b>(680,865)</b>	<b>(680,865)</b>	<b>(1,425,000)</b>
<b>CAPITAL OUTLAY</b>								
3730-5070	Apron Reconstruction Phase II	0	0	0	0	0	0	1,500,000
3730-5071	Airport Layout Plan Update, AIP-27	0	0	85,000	74,246	0	0	0
3760-5075	Taxiway Edge Lighting construction AIP-23	462,040	55,841	0	0	0	0	0
3760-5076	Taxiway Edge Lighting- Design AIP-21	7,630	0	0	0	0	0	0
3760-5078	Extend Apron, Phase II AIP#22	38,334	9,519	0	0	0	0	0
3760-5080	Apron Reconstruction AIP 24	0	330,263	907,999	0	0	0	0
3760-5101	Pavement Management Program,AIP-26	0	0	22,668	28,086	0	0	0
3760-5035	Engineering Design - Apron Drainage AIP-31	0	0	0	0	75,000	75,000	0
3760-5036	Runway, Taxiway & Apron Crack Seal AIP-33	0	0	0	0	657,000	657,000	0
<b>TOTAL CAPITAL OUTLAY</b>		<b>508,005</b>	<b>395,623</b>	<b>1,015,667</b>	<b>102,332</b>	<b>732,000</b>	<b>732,000</b>	<b>1,500,000</b>
<b>TOTAL EXPENDITURES</b>		<b>508,005</b>	<b>395,623</b>	<b>1,015,667</b>	<b>102,332</b>	<b>732,000</b>	<b>732,000</b>	<b>1,500,000</b>

**BEVERAGE CONTAINER RECYCLING**  
**47300.503**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
7557-8434	Beverage Recycling Grant-State	(16,871)	16,871	(15,715)	(59,992)	(42,600)	(42,600)	(16,500)
	<b>TOTAL REVENUE</b>	<b>(16,871)</b>	<b>16,871</b>	<b>(15,715)</b>	<b>(59,992)</b>	<b>(42,600)</b>	<b>(42,600)</b>	<b>(16,500)</b>
<b>MAINTENANCE AND OPERATIONS</b>								
7557-3012	Advertising - Other	0	0	2,029	1,763	3,000	3,000	15,000
7557-3016	Office Supplies - Expendable	0	0	0	0	800	800	800
7557-3018	Postage - Other Mailing Costs	0	0	0	0	700	700	700
7557-3040	Contracted Services	0	0	5,000	0	0	0	0
7557-3401	Designated for Beverage Recycling	0	0	8,685	(58,229)	38,100	38,100	0
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>0</b>	<b>0</b>	<b>15,714</b>	<b>(56,466)</b>	<b>42,600</b>	<b>42,600</b>	<b>16,500</b>
	<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>15,714</b>	<b>(56,466)</b>	<b>42,600</b>	<b>42,600</b>	<b>16,500</b>

**USED OIL RECYCLING**  
**47300.504**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
7556-8434	Used Oil Recycling Grant-State	(18,494)	(6,400)	(18,576)	(15,665)	(17,928)	(17,928)	(17,928)
	<b>TOTAL REVENUE</b>	<b>(18,494)</b>	<b>(6,400)</b>	<b>(18,576)</b>	<b>(15,665)</b>	<b>(17,928)</b>	<b>(17,928)</b>	<b>(17,928)</b>
<b>MAINTENANCE AND OPERATIONS</b>								
7556-3012	Advertising - Other	8,575	650	10,482	7,806	9,878	9,878	15,878
7556-3016	Office Supplies - Expendable	0	0	150	0	250	250	250
7556-3018	Postage - Other Mailing Costs	20	0	0	0	300	300	300
7556-3040	Contracted Services	6,646	6,000	7,194	6,000	6,000	6,000	0
7556-3300	Conference, Training, Education	243	0	750	1,858	1,500	1,500	1,500
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>15,484</b>	<b>6,650</b>	<b>18,576</b>	<b>15,664</b>	<b>17,928</b>	<b>17,928</b>	<b>17,928</b>
	<b>TOTAL EXPENDITURES</b>	<b>15,484</b>	<b>6,650</b>	<b>18,576</b>	<b>15,664</b>	<b>17,928</b>	<b>17,928</b>	<b>17,928</b>

**SOLID WASTE RECYCLING**  
**47300.505**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
7525-8397	Transfer-in From Dept 507 Solid Waste	(245,720)	(123,628)	(61,000)	(46,194)	(54,919)	(54,919)	(58,220)
7525-8659	Refunds and Reimbursements	0	(103)	0	0	0	0	0
<b>TOTAL REVENUE</b>		<b>(245,720)</b>	<b>(123,731)</b>	<b>(61,000)</b>	<b>(46,194)</b>	<b>(54,919)</b>	<b>(54,919)</b>	<b>(58,220)</b>
<b>SALARIES AND BENEFITS</b>								
7525-1010	Salaries / Full-time	116,335	100,846	(310)	11,614	0	0	0
7525-1030	Salaries/ Overtime	314	133	0	0	0	0	0
7525-1040	Salaries - Leave Payout	0	1,007	0	903	0	0	0
7525-1050	Salaries / Uniform Pay	450	450	300	0	0	0	0
7525-1060	Salaries - Auto and Expense Allowance	420	210	0	330	0	0	0
7525-2000	Public Employees Retirement System	26,193	16,009	496	1,641	0	0	0
7525-2002	Long Term Disability Insurance	421	302	22	17	0	0	0
7525-2003	Life Insurance Premiums	168	123	9	5	0	0	0
7525-2004	Worker's Compensation Insurance	6,776	5,564	19	843	0	0	0
7525-2005	Medicare Tax - Employer's Share	1,819	1,558	0	166	0	0	0
7525-2008	Deferred Compensation / Full-time	4,477	3,027	95	0	0	0	0
7525-2009	Unemployment Insurance	1,093	685	0	11	0	0	0
7525-2010	Section 125 Benefit Allow.	13,632	9,637	1,480	1,011	0	0	0
<b>TOTAL SALARIES AND BENEFITS</b>		<b>172,099</b>	<b>139,551</b>	<b>2,111</b>	<b>16,541</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>MAINTENANCE AND OPERATIONS</b>								
7525-3018	Postage - Other Mailing Charges	204	48	1,624	48	500	500	1,000
7555-3002	Telephone and Fax Charges	2,069	2,299	2,372	2,083	2,300	2,300	2,300
7555-3012	Advertising - Other	9,429	2,318	620	0	2,000	2,000	2,000
7555-3015	Publications and Subscriptions	319	338	265	0	0	0	500
7555-3016	Office Supplies - Expendable	1,161	478	734	352	1,000	1,000	500
7555-3025	Vehicle Fuel, Supplies & Maintenance	1,047	0	0	0	0	0	0
7555-3040	Contracted Services	23,027	19,238	21,239	18,540	25,525	25,525	28,025
7555-3130	Building Supplies	52	0	0	0	0	0	0
7555-3132	Other Maint Supplies	1,101	2,362	3,032	335	1,000	1,000	1,000
7555-3260	Liability / Property Insurance	3,791	3,913	4,121	4,729	6,010	6,010	7,238
7555-3300	Conference, Training, Education	0	36	0	0	0	0	1,500
7555-4003	Interfund charge Cost Distribution	4,800	4,800	4,800	4,800	4,800	4,800	5,040
7555-4004	Interfund Charges - Admin. Overhead	24,646	14,796	14,796	11,785	9,681	9,681	9,681
7555-4018	Interfund Charges-Computer Maint.	5,624	1,221	0	0	0	0	0
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>77,268</b>	<b>51,847</b>	<b>53,603</b>	<b>42,672</b>	<b>52,816</b>	<b>52,816</b>	<b>58,784</b>
<b>TOTAL EXPENDITURES</b>		<b>249,366</b>	<b>191,398</b>	<b>55,714</b>	<b>59,213</b>	<b>52,816</b>	<b>52,816</b>	<b>58,784</b>

**TIRE CLEAN UP**  
**47300.525**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
7558-8455	Waste Tire Clean-up Grant	(57,938)	(78,540)	0	(81,394)	(120,183)	(120,183)	(122,183)
	<b>TOTAL REVENUE</b>	<b>(57,938)</b>	<b>(78,540)</b>	<b>0</b>	<b>(81,394)</b>	<b>(120,183)</b>	<b>(120,183)</b>	<b>(122,183)</b>
<b>SALARIES AND BENEFITS</b>								
7558-1010	Salaries / Full-time	15,997	22,409	0	37,221	41,335	41,335	51,956
7558-1030	Salaries/ Overtime	0	247	0	1,052	1,000	1,000	1,000
7558-1040	Salaries - Leave Payout	0	0	0	2	59	59	65
7558-1050	Salaries / Uniform Pay	0	0	0	150	313	313	313
7558-2000	Public Employees Retirement System	3,649	5,099	0	5,241	9,279	9,279	12,543
7558-2002	Long Term Disability Insurance	48	94	0	129	149	149	187
7558-2003	Life Insurance Premiums	25	47	0	55	66	66	66
7558-2004	Worker's Compensation Insurance	926	1,794	0	3,169	3,699	3,699	4,469
7558-2005	Medicare Tax - Employer's Share	230	360	0	607	657	657	818
7558-2008	Deferred Compensation / Full-time	669	1,008	0	1,570	1,736	1,736	2,182
7558-2009	Unemployment Insurance	0	265	0	296	355	355	309
7558-2010	Section 125 Benefit Allow.	9,470	17,209	0	16,830	15,983	15,983	17,571
	<b>TOTAL SALARIES AND BENEFITS</b>	<b>31,014</b>	<b>25,876</b>	<b>0</b>	<b>66,322</b>	<b>74,631</b>	<b>74,631</b>	<b>91,479</b>
<b>MAINTENANCE AND OPERATIONS</b>								
7558-3025	Vehicle Fuel, Supplies & Maintenance	5,720	7,436	0	0	3,000	3,000	3,000
7558-3040	Contracted Services	16,886	19,550	0	10,896	40,000	40,000	26,000
7558-3120	Other Supplies	506	596	0	0	400	400	400
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>23,112</b>	<b>27,582</b>	<b>0</b>	<b>10,896</b>	<b>43,400</b>	<b>43,400</b>	<b>29,400</b>
	<b>TOTAL EXPENDITURES</b>	<b>54,126</b>	<b>53,458</b>	<b>0</b>	<b>77,218</b>	<b>118,031</b>	<b>118,031</b>	<b>120,879</b>

**HAZARDOUS WASTE DISPOSAL ACTIVITY**  
**47400.506**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>FUND: 47400</b>								
<b>Dept 506: Hazardous Waste Disposal Activity</b>								
<b>REVENUE</b>								
7570-8397	Transfer-in From Dept 507 Solid Waste	(9,816)	0	(9,000)	(2,581)	(2,582)	(2,582)	(2,708)
<b>TOTAL REVENUE</b>		<b>(9,816)</b>	<b>0</b>	<b>(9,000)</b>	<b>(2,581)</b>	<b>(2,582)</b>	<b>(2,582)</b>	<b>(2,708)</b>
<b>MAINTENANCE AND OPERATIONS</b>								
7585-3012	Advertising - Other	1,500	0	0	0	2,500	2,500	2,500
7585-3300	Conference, Training, Education	1,255	0	0	0	0	0	0
7585-4004	Interfund Charges - Admin. Overhead	7,061	6,099	6,099	82	198	198	198
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>9,816</b>	<b>6,099</b>	<b>6,099</b>	<b>82</b>	<b>2,698</b>	<b>2,698</b>	<b>2,698</b>
<b>TOTAL EXPENDITURES</b>		<b>9,816</b>	<b>6,099</b>	<b>6,099</b>	<b>82</b>	<b>2,698</b>	<b>2,698</b>	<b>2,698</b>



**MUNICIPAL DISPOSAL ACTIVITIES (continued)**  
**47600.507**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>TRANSFERS OUT</b>								
7630-7000	Operating Transfer to Other Funds	186,744	250,000	492,321	677,193	740,198	740,198	731,854
7630-7014	Interfund Transfer / Hazardous Waste	9,816	0	9,000	2,581	2,582	2,582	2,708
7630-7015	Interfund Transfer / Recycling Set-aside	245,720	123,628	61,000	46,194	54,919	54,919	58,220
7630-7020	Transfer Out - Insurance Reserve	0	0	0	7,556	13,102	13,102	13,102
<b>TOTAL TRANSFERS OUT</b>		<b>442,279</b>	<b>373,628</b>	<b>562,321</b>	<b>733,524</b>	<b>810,801</b>	<b>810,801</b>	<b>805,884</b>
<b>TOTAL EXPENDITURES</b>		<b>6,370,997</b>	<b>5,701,405</b>	<b>4,766,219</b>	<b>4,713,493</b>	<b>5,241,359</b>	<b>5,243,712</b>	<b>5,417,025</b>

**STREET CLEANING**  
**47600.530**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
7601-8682	Collection Recovery	0	0	(276)	(374)	(200)	(200)	(200)
7602-8208	Late Payment/Other Penalty	0	0	(10,251)	(10,158)	(10,000)	(10,000)	(10,000)
7602-8441	Street Sweeping Fees	0	0	(382,209)	(385,300)	(395,000)	(395,000)	(395,000)
<b>TOTAL REVENUE</b>		<b>0</b>	<b>0</b>	<b>(392,736)</b>	<b>(395,832)</b>	<b>(405,200)</b>	<b>(405,200)</b>	<b>(405,200)</b>
<b>SALARIES AND BENEFITS</b>								
7601-1010	Salaries / Full-time	0	0	0	150,273	177,433	177,433	117,885
7601-1030	Overtime	0	0	0	535	3,250	3,250	3,250
7601-1040	Salaries - Leave Payout	0	0	0	6,727	1,037	1,037	1,252
7601-1050	Salaries / Uniform Pay	0	0	0	925	1,163	1,163	588
7601-1060	Salaries - Auto and Expense Allowance	0	0	0	510	510	510	510
7601-2000	Public Employees Retirement System	0	0	0	37,041	41,633	41,633	30,494
7601-2002	Long-term Disability Insurance	0	0	0	538	639	639	416
7601-2003	Life Insurance Premiums	0	0	0	202	243	243	131
7601-2004	Worker's Compensation Insurance	0	0	0	12,605	15,785	15,785	10,211
7601-2005	Medicare Tax - Employer's Share	0	0	15	2,424	2,839	2,839	1,917
7601-2008	Deferred Compensation/Full-time	0	0	0	5,169	6,996	6,996	4,402
7601-2009	Unemployment Insurance	0	0	0	1,013	1,269	1,269	583
7601-2010	Section 125 Benefit Allow.	0	0	0	45,975	78,807	78,807	27,235
<b>TOTAL SALARIES AND BENEFITS</b>		<b>0</b>	<b>0</b>	<b>15</b>	<b>263,937</b>	<b>331,603</b>	<b>331,603</b>	<b>198,874</b>
<b>MAINTENANCE AND OPERATIONS</b>								
7601-3002	Telephone and Fax Charges	0	0	0	4	150	150	150
7601-3012	Advertising	0	0	0	703	4,000	4,000	4,000
7601-3025	Vehicle Fuel, Supplies & Maintenance	0	0	0	27,018	35,000	35,000	35,000
7601-3132	Other Maintenance Supplies	0	0	0	10,918	14,000	14,000	14,000
7601-3260	Liability/Property Insurance	0	0	0	2,627	3,339	3,339	4,021
7601-4000	Interfund Charges - Fac. Maint.	0	0	0	9,210	3,732	3,732	3,732
7601-4002	Interfund Charges-Central Supply	0	0	0	260	1,000	1,000	1,000
7601-4005	Interfund Charges-Vehicle Repairs	0	0	0	65,561	71,882	71,882	82,727
7601-4007	Interfund Charges -Replacement Vehicles	0	0	0	65,733	80,967	80,967	90,133
7601-7020	Transfer Out - Insurance Reserve	0	0	0	10,100	17,514	17,514	17,514
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>192,134</b>	<b>231,583</b>	<b>231,583</b>	<b>252,277</b>
<b>TOTAL EXPENDITURES</b>		<b>0</b>	<b>0</b>	<b>15</b>	<b>456,071</b>	<b>563,187</b>	<b>563,187</b>	<b>451,151</b>

Note: The budget above was moved from Fund 10200, Department 338 in fiscal year 2014/2015.

**GRAFFITI ABATEMENT**  
**10200.531**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
1850-8334	Interfund Charges - CDBG	0	0	0	(155,133)	(163,570)	(163,570)	(163,570)
1850-8346	Interfund charges - Cost Distribution	0	0	0	(20,000)	(50,000)	(50,000)	(50,000)
1850-8363	Transfer-in From Fund 10200	0	0	(186,004)	0	0	0	0
1850-8355	Transfer-In Solid Waste Dept 507	0	0	(6,541)	(10,000)	(35,000)	(35,000)	(35,000)
1850-8367	Transfer-in From Fund 41300 Gas Tax	0	0	(9,985)	(35,000)	(40,000)	(40,000)	(40,000)
1850-8659	Refunds and Reimbursements	0	0	0	0	0	0	0
<b>TOTAL REVENUE</b>		<b>0</b>	<b>0</b>	<b>(202,530)</b>	<b>(220,133)</b>	<b>(288,570)</b>	<b>(288,570)</b>	<b>(288,570)</b>
<b>SALARIES AND BENEFITS</b>								
1850-1010	Salaries / Full-time	0	0	54,432	45,844	59,097	59,097	96,288
1850-1020	Salaries / Part-time	0	0	24,247	33,908	48,892	48,892	14,094
1850-1030	Salaries / Overtime	0	0	359	9	0	0	0
1850-1040	Salaries - Leave Payout	0	0	0	153	0	0	0
1850-1050	Salaries / Uniform Pay	0	0	201	500	450	450	638
1850-1060	Salaries - Auto and Expense Allowance	0	0	0	0	0	0	0
1850-2000	Public Employees Retirement System	0	0	8,223	10,408	13,672	13,672	22,915
1850-2002	Long Term Disability Insurance	0	0	187	184	213	213	347
1850-2003	Life Insurance Premiums	0	0	96	79	91	91	129
1850-2004	Worker's Compensation Insurance	0	0	6,059	6,375	9,434	9,434	9,313
1850-2005	Medicare Tax - Employer's Share	0	0	1,263	1,235	1,635	1,635	1,676
1850-2007	Deferred Compensation / Part-time	0	0	909	1,272	1,833	1,833	529
1850-2008	Deferred Compensation / Full-time	0	0	2,266	1,863	2,482	2,482	4,044
1850-2009	Unemployment Insurance	0	0	2,072	1,352	1,583	1,583	845
1850-2010	Section 125 Benefit Allow.	0	0	38,664	33,734	47,589	47,589	60,282
<b>TOTAL SALARIES AND BENEFITS</b>		<b>0</b>	<b>0</b>	<b>138,978</b>	<b>136,916</b>	<b>186,973</b>	<b>186,973</b>	<b>211,100</b>
<b>MAINTENANCE AND OPERATIONS</b>								
1850-3025	Vehicle Fuel, Supplies & Maintenance	0	0	17,007	11,176	18,000	18,000	15,000
1850-3040	Contracted Services	0	0	1,901	1,556	2,000	2,000	2,000
1850-3132	Other Maintenance Supplies	0	0	1,748	6,517	10,000	10,000	10,000
1850-3133	Paint Supplies	0	0	12,071	7,643	15,000	15,000	12,000
1850-4002	Interfund Charges - Central Supply	0	0	2,923	1,083	1,500	1,500	1,500
1850-4005	Interfund Charges - Vehicle Repairs	0	0	27,903	35,133	38,447	38,447	44,247
1850-4007	Interfund Charges - Vehicle Replacement	0	0	0	18,500	17,567	17,567	21,079
1850-4018	Interfund Charges-Computer Maint.	0	0	0	0	0	0	0
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>0</b>	<b>0</b>	<b>63,553</b>	<b>81,608</b>	<b>102,514</b>	<b>102,514</b>	<b>105,826</b>
<b>TOTAL EXPENDITURES</b>		<b>0</b>	<b>0</b>	<b>202,531</b>	<b>218,524</b>	<b>289,486</b>	<b>289,486</b>	<b>316,926</b>

**WATER UTILITY - BILLING/COLLECTIONS**  
**20300.709**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>UNDESIGNATED REVENUE</b>								
2620-8163	Interest Income	(16,062)	0	(405)	(93,589)	(6,000)	(6,000)	(6,000)
2620-8205	Capital Development Charge	16	9	0	(751)	0	0	0
2620-8206	Construction Usage Fees	(7,155)	(8,037)	(7,784)	(7,645)	(6,000)	(6,000)	(6,000)
2620-8208	Late Payment/Other Penalty	(80,679)	(94,653)	(105,436)	(101,942)	(105,000)	(105,000)	(105,000)
2620-8215	Infrastructure Cost Payback	(1,962)	(26,564)	(8,200)	(5,649)	(2,000)	(2,000)	(2,000)
2620-8220	Meter Amortization	(3,517)	(4,409)	(4,664)	(6,035)	(5,000)	(5,000)	(5,000)
2620-8221	Meter Setup / Relocation Fee	(1,335)	(2,478)	(1,587)	(2,104)	(1,500)	(1,500)	(1,500)
2620-8224	Water Patrol Fines	(15,866)	(15)	(2,078)	(23,575)	(10,000)	(10,000)	(25,000)
2620-8229	User Charges	(4,769,902)	(5,284,511)	(5,528,460)	(5,384,900)	(5,500,000)	(5,500,000)	(8,900,000)
2620-8246	Water Permits and Fees	(894)	(1,155)	(1,265)	(1,225)	(1,500)	(1,500)	(1,500)
2620-8355	Transfer In from Rate Stabilization Fund		0	0	0	(1,468,000)	(1,468,000)	0
2620-8659	Refunds and Reimbursements	(6,304)	(11,024)	(10,047)	(10,944)	(10,000)	(10,000)	(10,000)
2620-8671	Sale of Real and Personal Property	(1,485)	0	0	(1,952)	0	0	0
2620-8682	Collection Recovery	(441)	(1,315)	(4)	(2,853)	(1,500)	(1,500)	(1,500)
2620-8751	Realized Gain/<Loss> on Sale of Invest.	2,210	364	105	0	0	0	0
2770-8202	Application Fee	(45,291)	(39,843)	(39,620)	(38,977)	(40,000)	(40,000)	(40,000)
<b>TOTAL UNDESIGNATED REVENUE</b>		<b>(4,948,667)</b>	<b>(5,473,630)</b>	<b>(5,709,445)</b>	<b>(5,682,141)</b>	<b>(7,156,500)</b>	<b>(7,156,500)</b>	<b>(9,103,500)</b>
<b>MAINTENANCE AND OPERATIONS</b>								
2770-3050	Bad Debt Expense	(6,445)	0	0	0	0	0	0
2770-4004	Interfund Charges - Admin. Overhead	17,625	50,267	50,267	51,775	0	0	0
2770-7000	Operating Transfer to other funds	546,974	598,081	466,023	594,385	670,397	670,397	653,709
2770-7024	Operating Transfer to Rate Stabilization Fund		0	0	0	1,468,000	1,468,000	0
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>558,154</b>	<b>648,348</b>	<b>516,290</b>	<b>646,160</b>	<b>2,138,397</b>	<b>2,138,397</b>	<b>653,709</b>
<b>TOTAL EXPENDITURES</b>		<b>558,154</b>	<b>648,348</b>	<b>516,290</b>	<b>646,160</b>	<b>2,138,397</b>	<b>2,138,397</b>	<b>653,709</b>

**WATER UTILITY - MAINTENANCE AND OPERATIONS  
20300.711**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
2620-8346	Interfund Charges - Cost Distribution	0	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)
2785-8320	Capital Contribution	(186,080)	(77,251)	(43,067)	(26,269)	0	0	0
<b>TOTAL REVENUE</b>		<b>(186,080)</b>	<b>(81,251)</b>	<b>(47,067)</b>	<b>(30,269)</b>	<b>(4,000)</b>	<b>(4,000)</b>	<b>(4,000)</b>
<b>SALARIES AND BENEFITS</b>								
2785-1010	Salaries / Full-time	556,448	411,154	390,979	438,268	509,404	509,404	775,558
2785-1020	Salaries / Part-time	3,072	0	0	18,496	25,025	25,025	19,022
2785-1030	Salaries / Overtime	8,663	7,157	22,695	30,871	18,100	18,100	18,100
2785-1040	Salaries - Leave Payout	4,106	8,826	4,775	19,168	7,235	7,235	9,339
2785-1050	Salaries / Uniform Pay	2,003	1,563	1,200	1,620	1,910	1,910	2,648
2785-1060	Salaries - Auto & Expense Allowance	1,020	810	1,130	2,559	2,679	2,679	1,239
2785-2000	Public Employees Retirement System	125,091	90,504	82,723	105,519	123,570	123,570	197,774
2785-2002	Long Term Disability Insurance	1,987	1,577	1,264	1,519	1,753	1,753	2,641
2785-2003	Life Insurance Premiums	641	492	410	432	548	548	743
2785-2004	Worker's Compensation Insurance	34,000	31,332	31,987	42,037	48,271	48,271	68,398
2785-2005	Medicare Tax - Employer's Share	8,424	6,292	6,710	8,218	8,567	8,567	12,502
2785-2007	Deferred Compensation / Part-time	0	0	0	430	811	811	269
2785-2008	Deferred Compensation / Full-time	21,580	17,042	14,731	15,513	18,436	18,436	28,803
2785-2009	Unemployment Insurance	4,441	3,376	2,799	3,132	3,372	3,372	3,901
2785-2010	Section 125 Benefit Allow.	157,980	113,287	96,893	123,174	175,727	175,727	243,581
<b>TOTAL SALARIES AND BENEFITS</b>		<b>929,454</b>	<b>693,412</b>	<b>658,296</b>	<b>810,956</b>	<b>945,407</b>	<b>945,407</b>	<b>1,384,516</b>
<b>MAINTENANCE AND OPERATIONS</b>								
2785-3001	Gas and Electric Utilities	1,227,647	1,213,261	1,259,379	1,241,825	1,365,000	1,365,000	1,400,000
2785-3002	Telephone and Fax Charges	3,392	3,457	3,487	4,275	3,800	3,800	4,000
2785-3012	Advertising - Other	194	0	0	569	1,000	1,000	1,000
2785-3014	Professional Dues	1,357	1,077	2,760	3,839	5,700	5,700	5,700
2785-3016	Office Supplies - Expendable	1,390	674	2,277	1,257	1,500	1,500	1,500
2785-3017	Software Costs	0	0	0	0	15,936	15,936	10,518
2785-3018	Postage / Other Mailing Charges	366	237	533	654	700	700	700
2785-3020	Mileage Reimbursements	0	0	0	0	100	100	100
2785-3025	Vehicle Fuel, Supplies & Maintenance	38,124	31,601	31,560	29,881	36,500	36,500	36,500
2785-3040	Contracted Services	49,020	100,613	77,438	127,656	481,453	481,453	184,703
2785-3115	Taxes and Assessments	10,736	7,163	12,846	8,468	16,000	16,000	16,000
2785-3130	Building Supplies, Keys, Repairs	3,908	3,353	806	2,111	2,500	2,500	2,500
2785-3132	Other Maintenance Supplies	146,730	116,138	82,424	233,527	170,000	170,000	170,000
2785-3260	Liability / Property Insurance	65,317	67,426	70,996	77,768	98,823	98,823	119,031
2785-3262	Retiree Insurance Premiums	2,319	1,456	1,777	1,491	2,500	2,500	2,625
2785-3280	OPEB Obligation Expense	0	0	(6,429)	0	5,442	5,442	5,714
2785-3300	Conference, Training, Education	7,690	11,816	8,248	5,225	12,000	12,000	12,000
2785-3355	Water Conservation Program	0	0	18,119	9,516	25,000	25,000	0
2785-3500	Depreciation / Replacement	74,014	71,859	71,149	68,415	0	0	0
2785-3505	Loss on Disposal of Capital Asset	26,107	0	0	0	0	0	0
2785-4000	Interfund Charges - Fac. Maint	0	22,912	40,396	16,768	74,131	74,131	97,884
2785-4002	Interfund Charges - Central Supply	6,817	4,876	11,568	16,040	24,675	24,675	24,675
2785-4003	Interfund Charges - Cost Distribution	226,097	226,097	176,097	186,097	201,097	201,097	211,152
2785-4004	Interfund Charges - GF-Admin. Overhd	265,084	194,373	194,373	211,822	278,866	278,866	278,866
2785-4005	Interfund Charges - Vehicle Repairs	46,504	50,606	51,627	52,894	55,612	55,612	71,481
2785-4007	Interfund Charges - Replace Vehicles	0	0	110,852	90,267	95,733	95,733	88,833
2785-4018	Interfund Charges-Computer Maint.	3,749	13,191	11,273	35,067	47,535	47,535	47,535
2785-4020	Interfund Charges-Computer Rplcmt	0	0	9,323	0	9,487	9,487	9,487
2785-7020	Transfer Out - Insurance Reserve	0	0	0	28,008	48,570	48,570	48,570
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>2,206,562</b>	<b>2,142,187</b>	<b>2,242,879</b>	<b>2,453,440</b>	<b>3,079,660</b>	<b>3,079,660</b>	<b>2,851,073</b>
<b>CAPITAL OUTLAY</b>								
2785-5000	Office Furniture	221	0	0	895	900	900	1,250
2785-5001	Computer Equipment and Peripherals	0	1,766	0	348	2,000	2,000	0
2785-5003	Replacement of Equipment	0	47,158	0	0	0	0	10,000
2875-5003	Pump Bowls	9,542	2,700	0	22,500	50,000	50,000	50,000
2785-5089	4th St Widening, UPRR to Lake, R-5	0	48,142	48,142	0	0	0	0
<b>TOTAL CAPITAL OUTLAY</b>		<b>9,763</b>	<b>99,766</b>	<b>48,142</b>	<b>23,743</b>	<b>52,900</b>	<b>52,900</b>	<b>61,250</b>
<b>TOTAL EXPENDITURES</b>		<b>3,145,779</b>	<b>2,935,364</b>	<b>2,949,317</b>	<b>3,288,139</b>	<b>4,077,968</b>	<b>4,077,968</b>	<b>4,296,840</b>

**WATER UTILITY- CAPITAL OUTLAY**  
**20300.712**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>MAINTENANCE AND OPERATIONS</b>								
2905-3500	Depreciation / Replacement	753,908	763,613	749,561	749,154	0	0	0
2905-3502	Capitalized Asset Contra Account	392,603	5,705	(21,550)	(577,528)	0	0	0
2905-3505	Loss on Disposal of Capital Asset	31,962	0	0	0	0	0	0
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>1,178,473</b>	<b>769,319</b>	<b>728,011</b>	<b>171,626</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>CAPITAL OUTLAY</b>								
2905-5048	Parkwood & Parksdale Utility, U-1	0	0	0	0	72,905	30,000	0
	Water Tower Recoating	0	0	0	0	0	0	1,500,000
	Water Feasibility Project - New Water Supply	0	0	0	0	0	0	150,000
2905-5077	Replace Water Meters	2,468,601	43,909	28,829	442,377	86,539	86,539	0
2905-5081	Water Well #37 and #18	38,962	560	21,550	577,528	43,361	43,361	0
2905-5085	System Upgrades, H St. to Madera Ave	0	1,343	0	0	0	0	0
2905-5086	12-Inch Main - Tulare St, Daulton to Yosemite	3,116	23,408	0	0	2,130	0	0
2905-5092	Well #27 - Pipeline Outfall Ext., Almond/Winery	332	0	0	0	45,000	5,000	0
2905-5052	Retrofit of 4 Wells of Variable Frequency Dirves	0	0	0	0	160,000	0	0
2905-5053	Sysem Upgrade - River Crossing at Gateway Dr	0	0	0	0	20,000	0	165,000
2905-5054	Pecan Ave Pipe - 480' west of Monterey to Monterey	0	0	0	0	11,000	0	0
2905-509X	Study of Local Hydrology/Well Perf. Issues	0	0	0	0	0	0	0
2905-5055	Water Tower Demolition, W-26	0	0	0	0	10,000	10,000	25,000
2905-5056	Water Main Upgrades 10th St, W-08	0	0	0	0	10,000	0	0
2905-5057	Water Main Upgrades H St, W-06	0	0	0	0	10,000	0	0
2905-5058	Water Distribution Condition Assessment Study	0	0	0	0	300,000	0	0
2905-5059	Meter Shop	0	0	0	0	50,000	0	0
2905-5060	Complete Water Well #37 W-WG-1	0	0	0	0	1,012,000	20,000	0
2905-5061	Sycamore St Water Main - Lake St to Clinton St	0	0	0	0	0	0	75,000
2905-5062	Downtown Valve Replacement	0	0	0	0	0	0	130,000
2905-5063	Maple St Water Pipe - Pine St to Noble St	0	0	0	0	0	0	54,000
2905-	Rotan Ave Water Pipe - Howard Rd to Plumas St	0	0	0	0	0	0	40,000
2905-	Plumas St Water Pipe - Rotan Ave to 330' West	0	0	0	0	0	0	18,000
2905-	Olive Ave Water Pipe - Pine St to Noble St	0	0	0	0	0	0	54,000
2905-	Pump Station for Tank at Ave 17 & Lake St	0	0	0	0	0	0	201,000
2905-	Water Storage Tank Installation	0	0	0	0	0	0	290,000
2905-5113	4th St Median, R-56	0	0	0	0	100,000	100,000	0
2905-5097	Replace Commercial Water Meters-W23	52,312	343,879	122	27,866	2,670,805	20,000	0
<b>TOTAL CAPITAL OUTLAY</b>		<b>2,563,324</b>	<b>413,100</b>	<b>50,501</b>	<b>1,047,771</b>	<b>4,603,740</b>	<b>314,900</b>	<b>2,702,000</b>
<b>TOTAL EXPENDITURES</b>		<b>3,741,797</b>	<b>1,182,418</b>	<b>778,512</b>	<b>1,219,397</b>	<b>4,603,740</b>	<b>314,900</b>	<b>2,702,000</b>

**WATER UTILITY - QUALITY CONTROL**  
**20300.713**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>SALARIES AND BENEFITS</b>								
2995-1010	Salaries / Full-time	188,807	158,200	130,666	169,235	260,086	260,086	378,403
2995-1020	Salaries / Part-time	5,638	5,832	10,209	44,690	24,125	24,125	16,271
2995-1030	Salaries / Overtime	13,230	12,851	4,414	1,610	9,000	9,000	9,000
2995-1040	Salaries - Leave Payout	63	1,135	1,007	6,156	1,037	1,037	1,252
2995-1050	Salaries / Uniform Pay	495	577	623	1,000	1,563	1,563	1,625
2995-1060	Salaries - Auto and Expense Allowance	420	210	445	510	510	510	510
2995-2000	Public Employees Retirement System	42,672	34,480	28,536	41,018	61,970	61,970	91,860
2995-2002	Long Term Disability Insurance	660	578	578	662	936	936	1,354
2995-2003	Life Insurance Premiums	207	181	197	226	334	334	459
2995-2004	Worker's Compensation Insurance	12,108	12,931	11,240	17,742	25,616	25,616	34,000
2995-2005	Medicare Tax - Employer's Share	3,077	2,686	2,321	3,290	4,514	4,514	6,186
2995-2007	Deferred Compensation / Part-time		0	396	1,703	905	905	610
2995-2008	Deferred Compensation / Full-time	7,299	6,410	5,146	6,905	10,467	10,467	15,344
2995-2009	Unemployment Insurance	1,605	1,225	1,424	2,480	2,473	2,473	2,560
2995-2010	Section 125 Benefit Allow.	46,067	42,123	40,316	78,061	148,037	148,037	168,220
<b>TOTAL SALARIES AND BENEFITS</b>		<b>322,347</b>	<b>279,421</b>	<b>237,518</b>	<b>375,288</b>	<b>551,573</b>	<b>551,573</b>	<b>727,654</b>
<b>MAINTENANCE AND OPERATIONS</b>								
2995-3001	Gas and Electric Utilities	1,164	0	0	0	0	0	0
2995-3002	Telephone and Fax Charges	1,165	873	0	848	1,000	1,000	1,000
2995-3011	Advertising - Bids and Legal Notices	2,250	789	0	0	4,000	4,000	6,000
2995-3014	Professional Dues	411	138	605	1,120	1,000	1,000	1,000
2995-3015	Publications and Subscriptions	651	79	0	0	0	0	0
2995-3016	Office Supplies - Expendable	27	460	359	278	500	500	500
2995-3018	Postage / Other Mailing Charges	2,736	1,944	2,183	4,869	4,000	4,000	3,400
2995-3025	Vehicle Fuel, Supplies & Maintenance	8,318	4,512	4,957	3,316	10,000	10,000	10,000
2995-3038	Water Conservation Program							400,000
2995-3040	Contracted Services	29,406	67,037	58,906	46,519	353,206	353,206	369,538
2995-3132	Other Maintenance Supplies	17,284	17,557	31,792	25,290	75,000	75,000	50,000
2995-3262	Retiree Insurance Premiums	0	0	0	0	905	905	905
2995-3280	OPEB Obligation Expense	0	0	0	0	1,557	1,557	1,557
2995-3300	Conference, Training, Education	758	2,193	3,692	1,972	4,000	4,000	4,000
2995-3500	Depreciation / Replacement	11,088	0	10,935	10,935	0	0	0
2995-4000	Interfund Charges - Fac. Maint.	76,572	22,912	40,396	16,768	74,131	74,131	97,884
2995-4002	Interfund Charges - Central Supply	2,500	1,878	3,517	1,238	3,000	3,000	3,000
2995-4004	Interfund Charges - Admin. Overhead	17,953	9,085	9,085	23,478	41,195	41,195	41,195
2995-4005	Interfund Charges - Vehicle Repairs	7,311	7,868	6,939	7,597	7,669	7,669	8,826
2995-4007	Interfund Charges - Replace Vehicles	0	0	4,529	8,000	9,400	9,400	8,813
2995-4018	Interfund Charges-Computer Maint.	5,624	4,310	3,682	0	0	0	0
2995-4020	Interfund Charges-Computer Rplcmt	0	0	1,550	0	0	0	0
2995-7020	Transfer Out - Insurance Reserve	0	0	0	14,684	25,462	25,462	25,462
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>185,220</b>	<b>141,634</b>	<b>183,127</b>	<b>166,912</b>	<b>616,026</b>	<b>616,026</b>	<b>1,033,080</b>
<b>CAPITAL OUTLAY</b>								
2995-5001	Computers and Peripherals	0	815	0	0	0	0	0
2995-	New Equipment							50,000
2995-5003	Replacement of Equipment	0	0	0	0	65,000	65,000	65,000
<b>TOTAL CAPITAL OUTLAY</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>65,000</b>	<b>65,000</b>	<b>115,000</b>
<b>TOTAL EXPENDITURES</b>		<b>507,567</b>	<b>421,055</b>	<b>420,645</b>	<b>542,200</b>	<b>1,232,599</b>	<b>1,232,599</b>	<b>1,875,734</b>

**WATER DEBT SERVICE - REVENUE BONDS**  
**20300.716**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
2630-8163	Interest Income	0	0	0	0	0	0	0
2631-8163	Interest Income-2010 bond	(4,834)	(2,869)	(3,834)	(5,234)	(3,000)	(3,000)	(3,000)
2630-8853	Proceeds from Bond Premium	0	(2,736)	0	0	0	0	0
2631-8752	Unrealized Gain <Loss> From Invest.	(2,965)	980	(1,123)	(3,287)	0	0	0
<b>TOTAL REVENUE</b>		<b>(7,800)</b>	<b>(4,626)</b>	<b>(4,957)</b>	<b>(8,521)</b>	<b>(3,000)</b>	<b>(3,000)</b>	<b>(3,000)</b>
<b>MAINTENANCE AND OPERATIONS</b>								
2630-3048	Bond Trustee Fees	0	0	0	0	1,200	1,200	1,200
2630-3501	Amortization Expense	0	3,403	(1,368)	(1,368)	3,500	3,500	3,500
2630-6000	Interest Expense	(35,056)	(9,697)	98,035	95,769	94,169	94,169	74,740
2630-6001	Principal Repayment-2006/2015 bond	0	0	0	0	60,000	60,000	70,000
2631-3048	Bond Trustee Fees	3,652	3,541	4,966	5,300	3,700	3,700	3,700
2631-3501	Amortization Expense-2010 bond	0	23,131	5,422	5,422	15,400	15,400	15,400
2631-6000	Interest Expense-2010 bond	336,608	462,349	501,463	496,013	491,113	491,113	479,513
2631-6001	Principal Repayment-2010 bond	0	0	0	0	290,000	290,000	300,000
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>305,204</b>	<b>482,725</b>	<b>608,518</b>	<b>601,136</b>	<b>959,082</b>	<b>959,082</b>	<b>948,053</b>
<b>TOTAL EXPENDITURES</b>		<b>305,204</b>	<b>482,725</b>	<b>608,518</b>	<b>601,136</b>	<b>959,082</b>	<b>959,082</b>	<b>948,053</b>

**WATER RATE STABILIZATION FUND  
20301.000**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
2619-8163	Interest Income	0	0	0	0	0	0	0
2619-8371	Transfer-in from Fund 20300	0	0	0	0	(1,468,000)	(1,468,000)	0
	<b>TOTAL REVENUE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(1,468,000)</b>	<b>(1,468,000)</b>	<b>0</b>
<b>MAINTENANCE AND OPERATIONS</b>								
2619-7023	Transfer-Out to Fund 20300	27,843	0	0	0	1,468,000	1,468,000	0
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>27,843</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,468,000</b>	<b>1,468,000</b>	<b>0</b>
	<b>TOTAL EXPENDITURES</b>	<b>27,843</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,468,000</b>	<b>1,468,000</b>	<b>0</b>

Note: This budget was created in Fiscal Year 2015/2016 to formally establish the Water Rate Stabilization Fund that was called for in the issuance of the 2006 Water/Wastewater Revenue Bonds. If necessary, funds will be transferred from the Water Fund Retained Earnings into this fund, to ensure that adequate funding is available for bond debt coverage ratios.

**PARKS & COMMUNITY SERVICES - GOLF OPERATIONS**  
**20600.620**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
3895-8169	Pro Shop Rents	(34,000)	(36,000)	(36,000)	(39,000)	(40,000)	(40,000)	(40,000)
3895-8213	Green Fee User Charges	0	(75,362)	(86,494)	(78,562)	(85,000)	(85,000)	(85,000)
3895-8264	Green Fee User (Designation)	(54,457)	0	0	0	0	0	0
3895-8363	Transfer-in From Debt Service	(182,058)	(192,058)	(237,000)	(187,083)	(191,583)	(191,583)	(191,583)
3895-8659	Refunds and Reimbursements	0	(103)	0	0	0	0	0
<b>TOTAL REVENUE</b>		<b>(270,515)</b>	<b>(303,523)</b>	<b>(359,494)</b>	<b>(304,645)</b>	<b>(316,583)</b>	<b>(316,583)</b>	<b>(316,583)</b>
<b>MAINTENANCE AND OPERATIONS</b>								
3970-3110	Lease and Rent Expense	0	0	0	0	0	0	0
3970-3500	Depreciation / Replacement	158,593	155,504	0	0	0	0	0
3970-3505	Loss on Disposal of Capital Asset	42,849	0	0	0	0	0	0
3970-4021	Interfund Charges - Land Rent	0	0	0	64,083	64,083	64,083	64,083
3970-5003	Replacement of Equipment	0	53,531	0	0	0	0	0
3970-7004	Transfer to General Fund	0	0	0	0	0	0	0
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>201,441</b>	<b>209,035</b>	<b>0</b>	<b>64,083</b>	<b>64,083</b>	<b>64,083</b>	<b>64,083</b>
<b>DEBT SERVICE</b>								
4480-6000	Bond Adm - Interest Expense	5,216	5,763	1,885	1,207	2,500	2,500	2,500
4480-6001	Bond Adm - Principal Payment	210,000	220,000	230,000	0	250,000	250,000	250,000
<b>TOTAL DEBT SERVICE</b>		<b>215,216</b>	<b>225,763</b>	<b>231,885</b>	<b>1,207</b>	<b>252,500</b>	<b>252,500</b>	<b>252,500</b>
<b>TOTAL EXPENDITURES</b>		<b>416,657</b>	<b>434,798</b>	<b>231,885</b>	<b>65,290</b>	<b>316,583</b>	<b>316,583</b>	<b>316,583</b>

**TRANSPORTATION - DIAL-A-RIDE**  
**21228.329**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
4030-8239	Ticket Sales	(20,929)	(44,331)	(43,830)	(27,505)	(40,000)	(40,000)	(40,000)
4030-8424	Local Transportation Allocation - City	(115,905)	(175,687)	(188,906)	(213,044)	(411,790)	(411,790)	(209,624)
4030-8426	Local Transportation Allocation - County	0	(212,351)		(233,003)	0	0	0
4030-8427	State Transit Assistance - County Share	(285,260)	0	(187,000)	(397,808)	0	0	0
4030-8434	Grant - Federal Section 5307	(350,652)	(335,509)	(351,447)	133	(451,790)	(451,790)	(451,790)
4030-8650	Deposits Short/Over	265	59	251	0	0	0	0
<b>TOTAL REVENUE</b>		<b>(772,481)</b>	<b>(767,819)</b>	<b>(770,932)</b>	<b>(871,227)</b>	<b>(903,580)</b>	<b>(903,580)</b>	<b>(701,414)</b>
<b>SALARIES AND BENEFITS</b>								
4030-1010	Salaries / Full-time	54,619	51,103	42,029	59,491	69,468	69,468	83,985
4030-1020	Salaries / Part-time	2,428	0	0	0	0	0	0
4030-1030	Salaries / Overtime	37	12	12	0	100	100	100
4030-1040	Salaries - Leave Payout	4,100	193	4,053	0	360	360	466
4030-1050	Salaries / Uniform Pay	218	195	473	573	610	610	610
4030-2000	Public Employees Retirement System	13,952	10,820	10,223	13,669	17,455	17,455	22,501
4030-2002	Long-term Disability Insurance	217	191	161	202	250	250	302
4030-2003	Life Insurance Premiums	62	52	43	52	76	76	76
4030-2004	Worker's Compensation Insurance	3,804	3,441	3,613	4,844	6,078	6,078	7,105
4030-2005	Medicare Tax - Employer's Share	627	636	640	920	1,073	1,073	1,294
4030-2008	Deferred Compensation / Full-time	2,549	2,131	1,950	2,409	2,918	2,918	3,527
4030-2009	Unemployment Insurance	504	385	370	344	410	410	357
4030-2010	Section 125 Benefit Allow.	19,419	18,337	15,469	19,314	26,133	26,133	25,094
<b>TOTAL SALARIES AND BENEFITS</b>		<b>102,535</b>	<b>87,496</b>	<b>79,036</b>	<b>101,818</b>	<b>124,929</b>	<b>124,929</b>	<b>145,416</b>
<b>MAINTENANCE AND OPERATIONS</b>								
4030-3012	Advertising - Other	0	232	345	130	1,000	1,000	1,000
4030-3016	Office Supplies - Expendable	844	910	1,468	1,617	1,500	1,500	1,500
4030-3017	Postage - Other Mailing Costs	60	41	80	4	100	100	100
4030-3025	Vehicle Fuel, Supplies & Maintenance	93,353	94,487	80,498	73,035	85,000	85,000	85,000
4030-3029	Vehicle Parts / Dial-A-Ride	19,041	19,603	20,447	34,296	15,000	15,000	15,000
4030-3040	Contracted Services	405,303	421,346	442,286	467,121	475,000	475,000	475,000
4030-3120	Ticket Purchases	904	1,726	2,009	1,668	2,500	2,500	2,500
4030-3280	OPEB Obligation Expense	0	0	(944)	0	0	0	0
4030-3300	Conference, Training, Education	1,427	2,665	1,251	4,087	4,000	4,000	4,000
4030-3500	Depreciation / Replacement	0	1,062	0	0	0	0	0
4030-4000	Interfund Charges - Facilities Maintenance	0	0	0	0	0	0	0
4030-4002	Interfund Charges - Central Supply	8,458	9,442	10,312	8,644	12,000	12,000	12,000
4030-4003	Interfund Charges - Cost Distribution	89,772	76,714	71,362	92,314	0	0	0
4030-4004	Interfund Charges - Admin. Overhead	30,515	28,482	28,482	46,868	66,586	66,586	66,586
4030-4018	Interfund Charges - Computer Maint.	0	288	0	-	-	-	-
4030-4022	Interfund Charges - To Dept 812	0	288	0	0	83,938	83,938	83,938
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>649,678</b>	<b>657,286</b>	<b>657,596</b>	<b>729,784</b>	<b>746,624</b>	<b>746,624</b>	<b>746,624</b>
<b>CAPITAL OUTLAY</b>								
4030-5001	Computer Equipment and Peralpherals	854	338	0	0	1,000	1,000	1,000
4075-5025	C.M.A.Q. Vehicle	0	0	342,189	-	-	-	0
<b>TOTAL CAPITAL OUTLAY</b>		<b>854</b>	<b>338</b>	<b>342,189</b>	<b>0</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
<b>TRANSFERS OUT</b>								
4030-7005	Operating Transfer to Other Funds	20,000	24,050	25,000	25,000	25,000	25,000	25,000
4030-7020	Transfers Out - Insurance Reserve	0	0	0	3,475	6,026	6,026	6,026
<b>TOTAL TRANSFERS OUT</b>		<b>20,000</b>	<b>24,050</b>	<b>25,000</b>	<b>28,475</b>	<b>31,026</b>	<b>31,026</b>	<b>31,026</b>
<b>TOTAL EXPENDITURES</b>		<b>773,066</b>	<b>769,170</b>	<b>1,103,821</b>	<b>860,077</b>	<b>903,580</b>	<b>903,580</b>	<b>924,067</b>

**TRANSPORTATION - DIAL-A-RIDE CAPITAL OUTLAY**  
**21228.349**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
4060-8434	Grant - Fed. Section 5307 & ARRA	(308,478)	0	0	0	(250,000)	(250,000)	(250,000)
	<b>TOTAL REVENUE</b>	<b>(308,478)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(250,000)</b>	<b>(250,000)</b>	<b>(250,000)</b>
<b>MAINTENANCE AND OPERATIONS</b>								
4060-3500	Depreciation / Replacement	37,411	85,934	102,624	55,934	0	0	0
4060-3505	Loss on Disposal of Capital Asset	5,272	27,109	0	53,700	0	0	0
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>42,682</b>	<b>113,043</b>	<b>102,624</b>	<b>109,634</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL CAPITAL OUTLAY</b>								
4060-5025	Bus Acquisition	308,478	0	0	0	250,000	250,000	250,000
	<b>TOTAL CAPITAL OUTLAY</b>	<b>308,478</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>
	<b>TOTAL EXPENDITURES</b>	<b>351,160</b>	<b>113,043</b>	<b>102,624</b>	<b>109,634</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>

**ARRA - TRANSIT BUSES**  
**21228.455**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
4075-8434	Grant ARRA	0	0	(342,189)	0	0	0	0
	<b>TOTAL REVENUE</b>	<b>0</b>	<b>0</b>	<b>(342,189)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>MAINTENANCE AND OPERATIONS</b>								
4075-3500	Depreciation/Replacement	0	0		84,916	0	0	0
4075-5025	Vehicle	0	0	342,189	0	0	0	0
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>0</b>	<b>0</b>	<b>342,189</b>	<b>84,916</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>342,189</b>	<b>84,916</b>	<b>0</b>	<b>0</b>	<b>0</b>

**TRANSPORTATION - FIXED ROUTE**  
**21229.330**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
4031-8239	Ticket Sales	(96,731)	(124,861)	(105,350)	(101,375)	(115,000)	(115,000)	(115,000)
4031-8424	Local Transportation Allocation - City	(31,071)	(13,726)	(36,155)	(112,738)	(97,416)	(97,416)	(115,258)
4031-8425	State Transit Assistance - City	(343,333)	(349,993)	(326,536)	(290,526)	(299,375)	(299,375)	(266,300)
4031-8434	Grant - Federal Section 5307	(323,605)	(315,148)	(334,259)	(345,874)	(511,791)	(511,791)	(511,791)
4031-8650	Deposits Short/Over	(497)	(803)	(352)	(846)	0	0	0
4031-8657		0	(1,442)		0	0	0	0
<b>TOTAL REVENUE</b>		<b>(795,237)</b>	<b>(805,973)</b>	<b>(802,652)</b>	<b>(851,359)</b>	<b>(1,023,582)</b>	<b>(1,023,582)</b>	<b>(1,008,349)</b>
<b>SALARIES AND BENEFITS</b>								
4031-1010	Salaries / Full-time	59,239	52,097	42,029	59,491	69,468	69,468	83,985
4031-1020	Salaries / Part-time	2,427	0		0	0	0	0
4031-1030	Salaries / Overtime	1,644	11	5,180	7,252	100	100	100
4031-1040	Salaries - Leave Payout	4,100	295	4,053	0	360	360	466
4031-1050	Salaries / Uniform Pay	229	207	473	487	610	610	610
4031-2000	Public Employees Retirement System	14,742	11,275	10,352	13,832	17,455	17,455	22,501
4031-2002	Long Term Disability Insurance	228	198	162	205	250	250	302
4031-2003	Life Insurance Premiums	64	54	43	53	76	76	76
4031-2004	Worker's Compensation Insurance	4,185	3,588	4,047	5,469	6,078	6,078	7,105
4031-2005	Medicare Tax - Employer's Share	691	650	718	1,034	1,073	1,073	1,294
4031-2008	Deferred Compensation / Full-time	2,687	2,220	1,975	2,438	2,918	2,918	3,527
4031-2009	Unemployment Insurance	532	393	428	396	410	410	357
4031-2010	Section 125 Benefit Allow.	20,481	18,604	15,469	19,314	26,133	26,133	25,094
<b>TOTAL SALARIES AND BENEFITS</b>		<b>111,251</b>	<b>89,594</b>	<b>84,929</b>	<b>109,971</b>	<b>124,929</b>	<b>124,929</b>	<b>145,416</b>
<b>MAINTENANCE AND OPERATIONS</b>								
4031-3012	Advertising - Other	1,875	22	445	765	1,000	1,000	1,000
4031-3016	Office Supplies - Expendable	844	1,007	1,820	1,689	1,000	1,000	1,000
4031-3017	Postage - Other Mailing Costs	42	186	18	6	100	100	100
4031-3025	Vehicle Fuel, Supplies & Maintenance	104,857	97,699	98,230	76,917	95,000	95,000	95,000
4031-3027	Major Repair Parts / Supplies	27,434	40,954	39,638	29,242	25,000	25,000	25,000
4031-3040	Contracted Services	396,751	409,597	440,637	431,876	560,000	560,000	560,000
4031-3120	Ticket Purchases	2,343	2,522	1,730	1,838	2,500	2,500	2,500
4031-3132	Other Maintenance Supplies	80	80	80	80	150	150	150
4031-3300	Conference, Training, Education	1,245	18,133	1,251	4,162	4,000	4,000	4,000
4031-3500	Depreciation / Replacement	769	558	558	558	0	0	0
4031-3505	Loss on Disposal of Capital Asset	10,741	0		0	0	0	0
4031-4000	Interfund Charges - Facility Maintenance	0	14,000	14,000	0	15,115	15,115	15,115
4031-4002	Interfund Charges - Central Supply	7,090	6,270	8,443	2,830	10,000	10,000	10,000
4031-4003	Interfund Charges - Cost Distribution	89,772	76,714	71,362	92,314	0	0	0
4031-4004	Interfund Charges - Admin. Overhead	30,800	24,521	24,521	44,792	68,823	68,823	68,823
4031-4018	Interfund Charges - Computer Maint.	0	288	0	0	-	-	0
4031-4022	Interfund Charges - To Dept 812	0	0	0	0	83,938	83,938	83,938
<b>TOTAL MAINTENANCE AND OPERATIONS</b>		<b>674,642</b>	<b>692,549</b>	<b>702,733</b>	<b>687,069</b>	<b>866,626</b>	<b>866,626</b>	<b>866,626</b>
<b>CAPITAL OUTLAY</b>								
4031-5001	Computer Equipment & Peripherals	854	338	0	0	1,000	1,000	1,000
<b>TOTAL CAPITAL OUTLAY</b>		<b>854</b>	<b>338</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
<b>TRANSFERS OUT</b>								
4031-7005	Operating Transfer to Other Funds	20,000	24,050	25,000	25,000	25,000	25,000	25,000
4031-7020	Transfers Out - Insurance Reserve	0	0		3,475	6,026	6,026	6,026
<b>TOTAL TRANSFERS OUT</b>		<b>20,000</b>	<b>24,050</b>	<b>25,000</b>	<b>28,475</b>	<b>31,026</b>	<b>31,026</b>	<b>31,026</b>
<b>TOTAL EXPENDITURES</b>		<b>806,746</b>	<b>806,531</b>	<b>812,662</b>	<b>825,515</b>	<b>1,023,582</b>	<b>1,023,582</b>	<b>1,044,069</b>

**MAX - CAPITAL OUTLAY**  
**21229.350**

ACCOUNT	DESCRIPTION	FY 11/12 ACTUALS	FY 12/13 ACTUALS	FY13/14 ACTUALS	FY14/15 ACTUALS	FY15/16 ADOPTED	FY15/16 ESTIMATE	FY16/17 PROPOSED
<b>REVENUE</b>								
4032-8422	C.M.A.Q. Revenue	(230,538)	0	0	0	0		0
4032-8424	Local Transportation Allocation - City	0	0	0	0	0		0
4032-8266	Low Carbon Transit Operation (LCTOP)					50,146		
4032-8434	Grant- Federal Section 5307/ ARRA	(2,872)	(482,564)	0	0	0	0	0
	<b>TOTAL REVENUE</b>	<b>(233,410)</b>	<b>(482,564)</b>	<b>0</b>	<b>0</b>	<b>50,146</b>	<b>0</b>	<b>0</b>
<b>MAINTENANCE AND OPERATIONS</b>								
4032-3500	Depreciation / Replacement	35,960	81,593	78,481	78,481	0	0	0
4032-3505	Loss on Disposal of Capital Asset	20,934	52,915	0	0	0	0	0
	<b>TOTAL MAINTENANCE AND OPERATIONS</b>	<b>56,894</b>	<b>134,508</b>	<b>78,481</b>	<b>78,481</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL CAPITAL OUTLAY</b>								
4032-5025	Bus Acquisition	230,538	0	0	0	0		0
4032-5030	New Buildings / Facility	2,872	0	0	0	0		0
4032-5026	Security Passenger Enhancement, Trans-6					50,146		
4032-5075	Bus Shelters / Capital Enhancements-Trans-2	0	482,564	0	0	0	0	0
	<b>TOTAL CAPITAL OUTLAY</b>	<b>233,410</b>	<b>482,564</b>	<b>0</b>	<b>0</b>	<b>50,146</b>	<b>0</b>	<b>0</b>
	<b>TOTAL EXPENDITURES</b>	<b>290,303</b>	<b>617,072</b>	<b>78,481</b>	<b>78,481</b>	<b>50,146</b>	<b>0</b>	<b>0</b>