REGULAR MEETING
OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, July 18, 2018
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: **Mayor Andrew J. Medellin**
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece Foley Gallegos, District 1
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

INVOCATION: Pastor Lance Leach, Valley West 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 Presentation by First 5 Regarding the Preschool Mobile Vision Project (Diane Sandoval)

INTRODUCTIONS There are no introductions.

A. WORKSHOP

A-1 City of Madera Pavement Management System (Presentation by Jose Sandoval)

B. CONSENT CALENDAR

B-1 Minutes – 7/19/17, 8/02/17, 7/05/18

B-2 Warrant Disbursement Report 6/26/18 – 7/09/18 (Report by Tim Przybyla)

B-3 Consideration of a Resolution Calling for the Holding of a General Municipal Election to be Held in the City of Madera on November 6, 2018 for Council Districts 1, 3, and 5; Requesting Consolidation with the Statewide General Election and that the Madera County Elections Official Conduct the Election (Report by Sonia Alvarez)

B-4 Consideration of a Resolution Approving the Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Madera for the Fiscal Year 2017-18 Allocation of Regional Surface Transportation Program Exchange Funding (Report by Keith Helmuth)

B-5 Consideration of a Resolution to Execute Easement Deed for Dedication of Easement for Madera Irrigation District's Main Canal and Pipeline through City-Owned Parcel APN 009-331-024 (Report by Keith Helmuth)

B-6 Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2018-19 for **Site Management** and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

Consideration of a Resolution Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2018-19 for the **Transportation Program** and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

B-7 Consideration of a Resolution Approving the Submittal of an Application to the California State Department of Housing and Community Development for Funding Under the HOME Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, any Amendments Thereto, and of any Related Documents Necessary to Participate in the HOME Investment Partnerships Program (Report by Ivette Iraheta)

B-8 Consideration of a Resolution Approving an Agreement for Special Services Between the City of Madera and the Law Firm of Liebert Cassidy Whitmore for Continued Participation in the Central Valley Employment Relations Consortium, Ratifying Participation in the Agreement as of July 1, 2018, and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva)

B-9 Consideration of a Resolution Approving Escrow Agreement for Security in Lieu of Retention with Cushman Contracting Corporation for Waste Water Treatment Plant Rehabilitation, Project 18-02, the Mayor is Authorized to Execute Agreement on Behalf of City in Addition to Authorizing the City Engineer to Execute Associated Project Documents on Behalf of the City (Report by Keith Helmuth)

B-10 Consideration of a Resolution Accepting Ten Easement Deeds, in Conjunction with the Madera Health and Human Services Project Located at the South East Corner of Tozer Street and Avenue 14 1/2, and Authorizing the City Clerk to Execute and Cause to be Recorded the Deeds and Certificates of Acceptance (Report by Keith Helmuth)

B-11 Consideration of a Resolution Approving the Program Supplement Agreement No. R40 for the 2017-18 City ST. 3R and ADA Project, City Project Number R-65, State Project Number LPPSB1L 5157 (112) and Authorizing the City Engineer to Execute the Program Supplement Agreement No. R40 on Behalf of the City (Report by Keith Helmuth)

B-12 Consideration of a Resolution Approving a Contract and Grant Easement to the City of Madera with the United States Department of the Interior, Bureau of Reclamation (Report by Keith Helmuth)

B-13 Consideration of a Resolution Establishing Appropriations Limit for Fiscal Year 2018-2019 (Report by Susan O'Haro)

B-14 Consideration of a Resolution Approving Agreement for Outside of City Water Service for Property Located at 16640 N Lake St, Approving Covenant to Annex, Authorizing the Mayor to Execute the Agreement and Covenant on Behalf of the City and Directing Staff to Record the Agreement and Covenant (Report by Keith Helmuth)

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

C-1 A. Consideration of a Minute Order Approving Engineer's Report for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for 2018/19 Fiscal Year

B. Consideration of a Resolution of Intention to Levy and Collect Annual Assessments for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for Fiscal Year 2018/2019 and Setting Date for Public Hearing (Report by Keith Helmuth)

C-2 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 3.57 Acres Located Approximately 600 feet North of the Northeast Corner of the Intersection of Adelaide Avenue and Sunrise Avenue from the R1 (Low Density Residential) Zone District to the PD-6000 (Planned Development) Zone District (APNs: 008-102-003, 007 & 008) (Report by Chris Boyle)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of Existing Outdoor Watering Regulations and Direction to Staff Regarding Modifications (Report by John Scarborough)

E-2 Discussion and Direction on Economic Development Activities and Consideration of a Resolution Approving Three Building and Development Incentives Offering Fee Reductions on Permit and Processing Fees in the Community Development Department and Amending the Master Fee Schedule to Incorporate the Incentive Programs (Report by David Merchen)

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier & Wendy Silva

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

Unrepresented Direct Reports:
City Clerk, City Administrator, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency

G-3 Conference with Legal Counsel – Existing Litigation pursuant to Government Code §54956.9(d)(1): 2 cases:

Marvin Ward WCAB No. ADJ10539100 & ADJ 10590003

G-4 Conference with Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 2 cases

G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting August 1, 2018.

[continued on next page]

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
- The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
- Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.

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 July 18, 2018, near the front entrances of City Hall at 4:30 p.m. on July 12, 2018.

Sonia Alvarez

Sonia Alvarez, City Clerk

RETURN TO AGENDA

Madera City Council Agenda 07/18/18
Agenda Item A-1

Workshop
City of Madera Pavement Management System

There is no written report for this item.

RETURN TO AGENDA

Item:	B-1
Minutes for:	07/19/17
Adopted:	07/18/18

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL CITY OF MADERA, CALIFORNIA

July 19, 2017
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER - The meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: **Mayor Andrew J. Medellin**
Mayor Pro Tem Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Donald E. Holley, District 6
Council Member Derek O. Robinson Sr., District 4
Council Member William Oliver, District 3

Absent: **Council Member Charles F. Rigby, District 5**

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Recording Secretary Claudia Mendoza, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Fabela Rodriguez, Parks Planning Manager John Scarborough, Parks Business Manager Mark Etheridge, and Commander Dino Lawson.

INVOCATION: Pastor Tim McGraw, Yosemite Christian Center

PLEDGE OF ALLEGIANCE: Mayor Medellin led in the 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.

Mayor Medellin opened public comment.

Bobby Kahn, Executive Director for the Madera County Economic Development Commission, spoke regarding the PG&E Economic Development Incentive Rate. He requested that the Mayor send a letter of support and encouraged Council and staff representatives to attend related public hearings.

Mayor Medellin closed public comment.

Item C-1 was moved up on the agenda.

C-1 Public Hearing and Consideration of a Resolution Confirming the Assessments for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 and Authorizing the City Engineer to File the Diagram And Assessment with the Auditor of Madera County (Report by Keith Helmuth)

City Engineer Keith Helmuth presented the report.

Mayor Medellin opened the public hearing for anyone who is in favor of the annual assessments. No comments were made.

Mayor Medellin invited anyone against the annual assessment to come forward. No comments were made.

Mayor Medellin asked if anyone in the audience has ballots to turn in to the City Clerk. He added that once the hearing is closed, no other ballots will be accepted. No additional ballots were turned in.

Mayor Medellin closed public comment.

Mayor Medellin announced that they will recess this item while the ballots are counted.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

Council Member Oliver requested item B-5 pulled for discussion.

Mayor Pro Tem Foley Gallegos requested items B-4, B-7, and B-8 pulled for discussion.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-4, B-5, B-7 AND B-8, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. ABSENT: COUNCIL MEMBER RIGBY.

B-1 Minutes – There are no minutes for consideration.

B-2 Information Only – Warrant Disbursement Report

B-3 Bi-Weekly Water Conservation Report for 6/26/17 – 7/9/17 (Report by Dave Randall)

B-4 Consideration of a Resolution Approving the Award of Contract for the 2017 Water Meter Installation Improvement Project, City Project No. W 17-01 in the Amount of $738,839 to West Valley Construction Company, Inc., Authorizing Construction Contingencies of Up to 10%, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth) *[Item pulled for discussion.]*

B-5 Consideration of a Resolution to Approving a Professional Services Agreement with Colgan Consulting Corporation for the Preparation of an Update to the Development Impact Fee Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by David Merchen) *[Item pulled for discussion.]*

B-6 Consideration of a Resolution Approving a Contract with the Housing Authority of the City of Madera for the Provision of Supplemental Law Enforcement Services, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Gino Chiaramonte)

RES. NO. 17-93 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH THE CITY OF MADERA HOUSING AUTHORITY FOR THE PROVISION OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

B-7 Consideration of a Resolution Accepting Improvements for Capistrano XVI Subdivision, Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements, Approving the Final Map for Capistrano XVI Subdivision, Accepting the Dedication of Land for Public Use, and Authorizing Staff to Record the Final Map (Report by Keith Helmuth) *[Item pulled for discussion.]*

B-8 Consideration of a Resolution Approving an Agreement for Special Services Between the City of Madera and the Law Firm of Liebert Cassidy Whitmore and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva) *[Item pulled for discussion.]*

B-9 Consideration of a Resolution Approving a One Year Extension of the Agreement for Management and Operation of Madera Transit Services with First Transit, Inc., and Authorizing the Mayor to Execute all Documents Necessary to Effectuate the Extension (Report by Ivette Iraheta)

RES. NO. 17-96 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A ONE YEAR EXTENSION OF THE AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES WITH FIRST TRANSIT, INC. AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE EXTENSION

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

B-5 Consideration of a Resolution to Approving a Professional Services Agreement with Colgan Consulting Corporation for the Preparation of an Update to the Development Impact Fee Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by David Merchen)

City Administrator David Tooley addressed Council Member Oliver's questions/comments.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM B-5, RES. NO. 17-92, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-92 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH COLGAN CONSULTING CORPORATION TO PREPARE AN UPDATE TO THE EXISTING CITY OF MADERA DEVELOPMENT IMPACT FEE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MADERA

B-4 Consideration of a Resolution Approving the Award of Contract for the 2017 Water Meter Installation Improvement Project, City Project No. W 17-01 in the Amount of $738,839 to West Valley Construction Company, Inc., Authorizing Construction Contingencies of Up to 10%, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

City Engineer Keith Helmuth addressed Mayor Pro Tem Foley Gallegos' questions/comments.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM B-4, RES. NO. 17-91, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-91 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR WATER METER INSTALLATION IMPROVEMENT PROJECT CITY PROJECT NO. W 17-01 IN THE AMOUNT OF $738,389 TO WEST VALLEY CONSTRUCTION COMPANY, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

B-7 Consideration of a Resolution Accepting Improvements for Capistrano XVI Subdivision, Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements, Approving the Final Map for Capistrano XVI Subdivision, Accepting the Dedication of Land for Public Use, and Authorizing Staff to Record the Final Map (Report by Keith Helmuth)

City Engineer Keith Helmuth addressed Mayor Pro Tem Foley Gallegos' questions/comments.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM B-7, RES. NO. 17-94, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-94 A RESOLUTION ACCEPTING IMPROVEMENTS FOR CAPISTRANO XVI SUBDIVISION, AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE FOR SAID SUBDIVISION IMPROVEMENTS, APPROVING THE FINAL MAP FOR CAPISTRANO XVI SUBDIVISION, ACCEPTING THE DEDICATION OF LAND FOR PUBLIC USE, AND AUTHORIZING STAFF TO RECORD THE FINAL MAP

B-8 Consideration of a Resolution Approving an Agreement for Special Services Between the City of Madera and the Law Firm of Liebert Cassidy Whitmore and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva)

Director of Human Resources Wendy Silva addressed Mayor Pro Tem Foley Gallegos' and Council Member Oliver's questions/comments.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM B-8, RES. NO. 17-95, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-95 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR SPECIAL SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR SPECIAL SERVICES BETWEEN THE CITY OF MADERA AND THE LAW FIRM OF LIEBERT CASSIDY WHITMORE

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

C-1 Public Hearing and Consideration of a Resolution Confirming the Assessments for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 and Authorizing the City Engineer to File the Diagram And Assessment with the Auditor of Madera County (Report by Keith Helmuth)

Item C-1 was partially heard earlier in the meeting immediately following public comment and continued after item C-3 concluded.

C-2 Public Hearing and Consideration of Introduction of an Ordinance Amending Section 5-5.13 of Chapter 5 of Title V of the Madera Municipal Code Pertaining to Watering Restrictions (Report by Dave Randall)

Public Works Operations Director Dave Randall presented the report.

Mayor Medellin opened the public hearing.

Linda Hatfield, residing in Madera, California wondered how Clovis and Fresno can water their medians and we can't. She also wondered about those who pay assessments to maintain medians.

Mayor Medellin closed the public hearing.

The introduction of an ordinance was read by title by the Recording Secretary.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, FURTHER READING WAS WAIVED, AND ITEM C-2, THE INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. ABSENT: COUNCIL MEMBER RIGBY.

INTRO. ORD. INTRODUCTION OF AN ORDINANCE AMENDING SECTION 5-5.13 OF CHAPTER 5 OF TITLE V OF THE MADERA MUNICIPAL CODE PERTAINING TO WATERING RESTRICTIONS

C-3 Second Reading and Consideration of Adoption of an Ordinance Rezoning Property Located in Proximity to the Northwest Corner of West Yosemite Avenue and North K Street from the R1 (Low Density Residential) Zone District to the WY (West Yosemite Professional Office) Zone District (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

The ordinance was read by title by the Recording Secretary.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM C-3, ORD. NO. 943 C.S., WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. ABSENT: COUNCIL MEMBER RIGBY.

ORD. NO. 943 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 30,000 SQUARE FEET OF PROPERTY LOCATED AT 601 AND 609 WEST YOSEMITE AVENUE, AND 110 NORTH K STREET, IN PROXIMITY TO THE INTERSECTION OF WEST YOSEMITE AVENUE AND

NORTH K STREET FROM THE R1 (LOW DENSITY RESIDENTIAL) ZONE DISTRICT TO THE WY (WEST YOSEMITE PROFESSIONAL OFFICE) ZONE DISTRICT

Mayor Medellin called item C-1 back to order.

C-1 Public Hearing and Consideration of a Resolution Confirming the Assessments for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 *and Authorizing the City Engineer to File the Diagram And Assessment with the Auditor of Madera County (Report by Keith Helmuth)*

City Clerk Sonia Alvarez read the results of the ballot count.

ZONE	YES	NO	PASS	FAIL
1	2237	500	X	
7	14	24		X
9	1	7		X
15	1	1	X	
15B	1	1	X	
16	4	2	X	
20C	3	3	X	
26	3	4		X
26D	0	3		X
36B	0	10		X

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES. NO. 17-97, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-97 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR BENEFIT ZONES 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-1, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 LANDSCAPE AND LIGHTING FOR FISCAL YEAR 2017/2018 AND AUTHORIZING THE CITY ENGINEER TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

C-4 Public Hearing and Consideration of a Resolution of the City Council of the City of Madera Confirming Weed Abatement Report and Ordering Cost of Abatement to be a Special Assessment on the Respective Properties (Report by Fabela Rodriguez)

Neighborhood Preservation Specialist Fabela Rodriguez presented the report.

Mayor Medellin opened the public hearing. No comments were made and Mayor Medellin closed the public hearing.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, RES. NO. 17-98, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-98 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING WEED ABATEMENT REPORT AND ORDERING COST OF ABATEMENT TO BE A SPECIAL ASSESSMENT**

C-5 Public Hearing and Consideration of a Resolution Approving the Measure 'T' Annual Expenditure Plan for Fiscal Year 2017/18 and Authorizing the City Engineer to Submit the Plan to the Madera County Transportation Authority for Adoption (Report by Keith Helmuth)

City Engineer Keith Helmuth presented the report.

Mayor Medellin opened the public hearing. No comments were made and Mayor Medellin closed the public hearing.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM C-5, RES. NO. 17-99, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-99 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN FOR FISCAL YEAR 2017/18, AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY FOR ADOPTION**

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Request to Designate a Voting Delegate and Alternate for the League of California Cities Annual Conference September 13-15, 2017, Sacramento (Report by Sonia Alvarez)

City Clerk Sonia Alvarez presented the report.

Council consensus was reached to designate Council Member Robinson as the voting delegate. Council Member Rigby will be designated as the alternate if he registers to attend.

E-2 Discussion and Direction on the Friends of Madera Animal Shelter Request for Funding (Report by Sonia Alvarez)

City Clerk Sonia Alvarez advised that Council requested that this item be brought back for discussion.

After Council discussion, Grant Administrator Ivette Iraheta stated she would seek additional information from HUD regarding CDBG funding eligibility for the Friends of the Madera Animal Shelter (FMAS). They will also offer grant writing support.

E-3 Request to Appoint Council Representatives to Attend the Madera Association of Realtors Symposium (Report by Sonia Alvarez)

City Clerk Sonia Alvarez presented the report.

Council Members Oliver and Rodriguez volunteered to attend the symposium.

F. COUNCIL REPORTS

Council Member Robinson reported that on the 15th he attended the South Merced mural unveiling at Sam's Café.

Mayor Pro Tem Foley Gallegos reported that she attended the ADA meeting. They are working on getting some ADA requirements into the post office.

Mayor Pro Tem Foley Gallegos reported that she attended the Transit meeting. They talked about branding and ticket pricing. She asked staff to agendize recognition of the Transit Chair for 40 years of service.

Mayor Pro Tem Foley Gallegos stated she has been on Council for one year. She thanked her colleagues and staff for their support and guidance.

Council Member Holley reminded everyone about Movies in the Park on Fridays.

Council Member Holley reported that last Friday he attended the dedication ceremony for a new dining hall built at Shaver Lake for the Boy Scouts.

Council Member Oliver reported that yesterday, he, along with Mayor Pro Tem Foley Gallegos, attended the Jennings St. Neighborhood Watch meeting.

Mayor Medellin announced that Tuesday, August 1st is National Night Out (NNO) and a couple of days after that will be their first annual NNO Connect.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 7:17 p.m. to discuss item G-2. Absent: Council Member Rigby.

G-2 Conference with Real Property Negotiators - Pursuant to Government Code Section 54956.8

Property: 1 Parcel

City of Madera APN: 009-331-018
Agency Negotiators: David Tooley, David Merchen
Negotiating Parties: King Husein, Tim Mitchell, Julia Peña
Under Negotiations: Price and Terms

G-3 Closed Session Report – City Attorney

The Council returned from closed session at 7:23 p.m. with all members present. Absent: Council Member Rigby.

There was no reportable action for item G-2.

ADJOURNMENT - The meeting was adjourned at 7:24 p.m. Next regular meeting is August 2, 2017.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

RETURN TO AGENDA

Item:	B-1
Minutes for:	08/02/17
Adopted:	07/18/18

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL CITY OF MADERA, CALIFORNIA

August 2, 2017
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER - The meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: **Mayor Andrew J. Medellin**
Mayor Pro Tem Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Donald E. Holley, District 6
Council Member Derek O. Robinson Sr., District 4
Council Member William Oliver, District 3
Council Member Charles F. Rigby, District 5

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Commander Dino Lawson, and Division Fire Chief David Allen.

INVOCATION: Pastor Tim Echevarria, New Harvest Christian Fellowship

PLEDGE OF ALLEGIANCE: Council Member Holley led in the 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.

Mayor Medellin opened public comment.

Alan Gilmore and Mayra Miranda from the Madera County Public Health Department announced that Mayra Miranda has accepted a position with the California Department of Public Health Tobacco Control Branch effective 8/4/17. She thanked the Council for their time and commitment.

Mayor Medellin closed public comment.

LATE DISTRIBUTION – The City Clerk made a late distribution announcement regarding item B-5.

A. WORKSHOP

A-1 Madera Irrigation District Presentation – Thomas Greci, General Manager and Dina Nolan, Assistant General Manager

Thomas Greci, General Manager for Madera Irrigation District, provided an overview of their agency, their water sources and their relationship with the City.

At the request of Council Member Rigby, City Administrator David Tooley agreed that a joint meeting with MID is an excellent idea and he can coordinate with his counterpart.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

No items were pulled from the consent calendar.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – There are no minutes for consideration.

B-2 Information Only – Warrant Disbursement Report

B-3 Bi-Weekly Water Conservation Report for 7/10/17 – 7/23/17 (Report by Dave Randall)

B-4 Consideration of a Resolution Approving a Food Services Agreement with Fresno Economic Opportunities Commission to Provide Senior Meals for the City of Madera Adult Day Care (ADC) Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

RES. NO. 17-100 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A FOOD SERVICES AGREEMENT WITH FRESNO ECONOMIC OPPORTUNITIES COMMISSION TO PROVIDE SENIOR MEALS FOR THE CITY OF MADERA ADULT DAY CARE (ADC) PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

B-5 Consideration of a Resolution Approving an Agreement with David Hale for Legal Services (Report by Brent Richardson)

RES. NO. 17-101 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH DAVID HALE FOR LEGAL SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

B-6 Consideration of a Resolution Amending the Fiscal Year 2017/18 Budget to Appropriate Funds in the Sewer Utility Waste Water Treatment Plant Budget to Fill a New Lead Operator Position at the Waste Water Treatment Plant and to Approve the Position (Report by Dave Randall)

RES. NO. 17-102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE FY 2017/18 ANNUAL BUDGET TO INCREASE EXPENDITURE ALLOCATIONS IN THE SEWER FUND BUDGET TO ADD A LEAD OPERATOR POSITION

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

C-1 Second Reading and Consideration of Adoption of an Ordinance Amending Section 5-5.13 of Chapter 5 of Title V of the Madera Municipal Code Pertaining to Watering Restrictions (Report by Dave Randall)

Public Works Operations Director Dave Randall presented the report.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM C-1, ORD. NO. 944 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ORD. NO. 944 C.S. AN ORDINANCE AMENDING SECTION 5-5.13 OF CHAPTER 5 OF TITLE V OF THE MADERA MUNICIPAL CODE PERTAINING TO WATERING RESTRICTIONS

C-2 Public Hearing and Consideration of a Resolution Establishing Appropriation Limits for Fiscal Year 2017-2018 (Report by Tim Przybyla)

Director of Financial Services Tim Przybyla presented the report.

Mayor Medellin opened the public hearing. No comments were made and Mayor Medellin closed the public hearing.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2, RES. NO. 17-103 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 17-103 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE APPROPRIATION LIMIT FOR THE 2017-18 FISCAL YEAR

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

The Mayor, Mayor Pro Tem, and members of the Council each reported on their participation in National Night Out (NNO) and the success of the neighborhood visits. They also encouraged attendance at the upcoming NNO Connect.

Council Member Rigby shared that there is a second NNO date in October when they may wish to consider holding NNO instead due to excessive heat in August.

Mayor Pro Tem Gallegos reported on a resident's concern regarding the American Flag outside of City Hall and thanked the City Clerk for the follow up.

Council Member Oliver provided an update on the pilot project for installation of solar street lights in areas without underground electrical service points and thanked staff.

G. CLOSED SESSION

There are no items for this section.

ADJOURNMENT - The meeting was adjourned at 6:56 p.m. Next regular meeting is August 16, 2017.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

RETURN TO AGENDA

Item:	B-1
Minutes for:	07/05/18
Adopted:	07/18/18

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL,

SPECIAL MEETING OF THE MADERA PUBLIC FINANCING AUTHORITY, AND

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

CITY OF MADERA, CALIFORNIA

Thursday, July 5, 2018 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The joint meeting was called to order at 6:00 p.m.

ROLL CALL:
Present: **Mayor/Chairperson Andrew J. Medellin**
Mayor Pro Tem/Authority Member Jose Rodriguez, District 2
Council/Authority Member Cece Foley Gallegos, District 1
Council/Authority Member William Oliver, District 3
Council/Authority Member Derek O. Robinson Sr., District 4
Council/Authority Member Charles F. Rigby, District 5
Council/Authority Member Donald E. Holley, District 6

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, and Division Fire Chief Matt Watson.

INVOCATION: Hannah Cunnings, Believers Church of Madera

Ms. Cunnings, representing Teach One to Lead One, gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Medellin led in the Pledge of Allegiance.

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council/Authority on items which are within the subject matter jurisdiction of the Council/Authority. 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/Chairperson 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/Authority 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/Authority does not respond to public comment at this time.

Mayor/Chairperson Medellin opened public comment.

Katie Sierra and Kathleen Sierra, residing in Madera, California, shared concerns regarding the lack of animal control and that it is not adequately staffed. They shared that Katie was recently bitten by a dog while at her mom Kathleen's house.

Eddie Block, residing in Madera, California, invited everyone to attend the Elks Lodge Casino Night scheduled August 3, 2018 and he has tickets. He also invited all to the VA (Veteran's Affairs) Hospital this Saturday where the Elk's will be serving a tri tip lunch to the Veterans. He also shared concerns regarding illegal fireworks.

Mayor/Chairperson Medellin closed public comment.

A. WORKSHOP

1. **Presentation on Madera County Library Improvements** (Patrick Fitzgerald, County Librarian)

Maria Miranda with County Administration General Services Division and County Librarian Patrick Fitzgerald provided an overview of the improvements coming to the main library due in part to the City's annual contribution to library operations.

2. **Recognize Charles Rigby - Housing Authority Chairperson of the Year Awarded by the Pacific Southwest Regional Council of NAHRO (National Association of Housing and Redevelopment Officials)**

Housing Authority Chairperson Will Oliver recognized Housing Authority Commissioner Charles Rigby as the 2017 recipient of the Chairperson of the Year awarded by the Pacific Southwest Regional Council of NAHRO for his efforts in the Transitional Homeless Housing Program at Pomona Ranch. Housing Authority Executive Director Linda Shaw was also present.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

Council/Authority Member Oliver requested item B-4 pulled for discussion.

Mayor Pro Tem/Authority Member Rodriguez requested items B-9 and B-10 pulled for discussion.

Council/Authority Member Foley Gallegos requested item B-11 pulled for discussion.

ON MOTION BY COUNCIL/AUTHORITY MEMBER RIGBY, AND SECONDED BY COUNCIL/AUTHORITY MEMBER FOLEY GALLEGOS, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-4, B-9, B-10 AND B-11, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – 07/05/17, 06/20/18

B-2 Warrant Disbursement Report 6/12/18 – 6/25/18 (Report by Tim Przybyla)

B-3 Water Conservation Report for May 21st through June 17th (Report by John Scarborough)

B-4 Consideration of a Resolution Approving the Award of Contract for Reclamite Application on Various City Streets, City Project No. R-74, in the Amount of $192,191.56 to Telfer Pavement Technologies, Inc., Authorizing Construction Contingencies of Up to 10%, Construction Inspections and Construction Management Up to 8% as Approved by the City

Engineer and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth) *[Item pulled for discussion.]*

B-5 Consideration of a Minute Order Accepting the 2017 Water Meter Project, City Project No. W 17-01, Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)

B-6 Informational Report on Personnel Activity (Report by Wendy Silva)

B-7 Consideration of a Resolution Approving the Submission of a Grant Application to the California Department of Transportation Active Transportation Program and Authorizing the City Administrator, or Designee, to Execute All Required Grant Documents (Report by Ivette Iraheta)

RES. NO. 18-123 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION ACTIVE TRANSPORTATION PROGRAM AND AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE ALL REQUIRED GRANT DOCUMENTS

B-8 Consideration of a Resolution of the Board of Directors of the Madera Public Financing Authority Electing Officers (MPFA - Report by Brent Richardson)

MPFA RES. NO. 18-02 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY ELECTING OFFICERS

B-9 Consideration of a Resolution of the City Council of the City of Madera Approving Documents Necessary for Participating in the Voluntary Closing Agreement Program (VCAP) with the IRS Relative to the Madera Public Financing Authority 1993 Variable Rate Demand Bonds and Authorizing the Mayor to Execute the Documents on Behalf of the City of Madera (City - Report by Brent Richardson) *[Item pulled for discussion.]*

B-10 Consideration of a Resolution of the Board of Directors of the Madera Public Financing Authority Approving Documents Necessary for Participating in the Voluntary Closing Agreement Program (VCAP) with the IRS Relative to the Madera Public Financing Authority 1993 Variable Rate Demand Bonds and Authorizing the Chairperson to Execute the Documents on Behalf of the Authority (MPFA - Report by Brent Richardson) *[Item pulled for discussion.]*

B-11 Consideration of a Resolution Approving an Agreement with the Kings View Skills4Success Program to Provide Paid Work Experience for Madera Youth through the Career Education and Exploration Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City and Authorizing the Impacted Department Director to Execute Individual Worksite Agreements for Program Participants (Report by Mary Anne Seay) *[Item pulled for discussion.]*

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

B-4 Consideration of a Resolution Approving the Award of Contract for Reclamite Application on Various City Streets, City Project No. R-74, in the Amount of $192,191.56 to Telfer Pavement Technologies, Inc., Authorizing Construction Contingencies of Up to 10%, Construction Inspections and Construction Management Up to 8% as Approved by the City Engineer and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

City Engineer Keith Helmuth addressed Council Member Oliver's questions/comments regarding add alternates, bids received, and awards to local contractors.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM B-4, RES. NO. 18-122 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-122 **A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR RECLAMITE APPLICATION ON VARIOUS CITY STREETS, CITY PROJECT NO. R-74, IN THE AMOUNT OF $192,191.56 TO TELFER PAVEMENT TECHNOLOGIES, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTIONS AND CONSTRUCTION MANAGEMENT UP TO 8% AS APPROVED BY THE CITY ENGINEER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

B-9 Consideration of a Resolution of the City Council of the City of Madera Approving Documents Necessary for Participating in the Voluntary Closing Agreement Program (VCAP) with the IRS Relative to the Madera Public Financing Authority 1993 Variable Rate Demand Bonds and Authorizing the Mayor to Execute the Documents on Behalf of the City of Madera (City - Report by Brent Richardson)

B-10 Consideration of a Resolution of the Board of Directors of the Madera Public Financing Authority Approving Documents Necessary for Participating in the Voluntary Closing Agreement Program (VCAP) with the IRS Relative to the Madera Public Financing Authority 1993 Variable Rate Demand Bonds and Authorizing the Chairperson to Execute the Documents on Behalf of the Authority (MPFA - Report by Brent Richardson)

City Attorney Brent Richardson addressed Mayor Pro Tem/Authority Member Rodriguez's questions/comments relative to fees paid to IRS and firm for items B-9 and B-10.

ON MOTION BY COUNCIL/AUTHORITY MEMBER RIGBY, AND SECONDED BY COUNCIL/AUTHORITY MEMBER OLIVER, ITEMS B-9 AND B-10, RES. NO. 18-124 AND MPFA RES. NO. 18-03, WERE ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-124 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING DOCUMENTS NECESSARY FOR PARTICIPATING IN THE VOLUNTARY CLOSING AGREEMENT PROGRAM (VCAP) WITH THE IRS RELATIVE TO THE MADERA PUBLIC FINANCING AUTHORITY 1993 VARIABLE RATE DEMAND BONDS AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS ON BEHALF OF THE CITY OF MADERA**

MPFA RES. NO. 18-03 **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY APPROVING DOCUMENTS NECESSARY FOR PARTICIPATING IN THE VOLUNTARY CLOSING AGREEMENT PROGRAM (VCAP) WITH THE IRS RELATIVE TO THE MADERA PUBLIC FINANCING AUTHORITY 1993 VARIABLE RATE DEMAND BONDS AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE DOCUMENTS ON BEHALF OF THE AUTHORITY**

B-11 Consideration of a Resolution Approving an Agreement with the Kings View Skills4Success Program to Provide Paid Work Experience for Madera Youth through the Career Education and Exploration Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City and Authorizing the Impacted Department Director to Execute Individual Worksite Agreements for Program Participants (Report by Mary Anne Seay)

At the request of Council Member Foley Gallegos, the Director of Parks and Community Services Mary Anne Seay provided an overview of the program for the benefit of the public.

ON MOTION BY COUNCIL MEMBER FOLEY GALLEGOS, AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM B-11, RES. NO. 18-125 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-125 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH KINGS VIEW SKILLS4SUCCESS PROGRAM TO PROVIDE PAID WORK EXPERIENCE FOR MADERA YOUTH THROUGH THE CAREER EDUCATION AND EXPLORATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND AUTHORIZING THE IMPACTED DEPARTMENT DIRECTOR TO EXECUTE INDIVIDUAL WORKSITE AGREEMENTS FOR PROGRAM PARTICIPANTS**

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

C-1 Public Hearing and Consideration of a Resolution Adopting the City of Madera Budget, Capital Improvement Program (CIP), Master Fee Schedule and Master Penalty Schedule for Fiscal Year 2018/2019 (Report by Tim Przybyla)

City Administrator Steve Frazier and Director of Financial Services Tim Przybyla presented the report, which included an overview of the proposed budget, discussion on approving the budget with the projected deficit, filling the positions previously frozen and the addition of a Senior Planner.

Mayor Medellin opened the public hearing. No comments were made and Mayor Medellin closed the public hearing.

DJ Becker, representing the Friends of the Madera Animal Shelter (FMAS), spoke later in the meeting after the public hearing had been closed regarding animal issues, public safety and related public education.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM C-1, RES. NO. 18-126, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-126 **RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA FOR THE FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019 IN THE AMOUNT OF $93,076,188, THE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM, THE MASTER PENALTY SCHEDULE AND UPDATING THE MASTER FEE SCHEDULE**

C-2 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Rezoning Approximately 3.57 Acres Located Approximately 600 feet North of the Northeast Corner of the Intersection of Adelaide Avenue and Sunrise Avenue from the R1 (Low Density Residential) Zone District to the PD-6000 (Planned Development) Zone District (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

Mayor Medellin opened the public hearing. No comments were made and Mayor Medellin closed the public hearing.

The introduction of an ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM C-2, THE INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

INTRO ORD. **INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 3.57 ACRES OF PROPERTY (APN: 008-102-003, 008-102-007 AND 008-102-008), LOCATED APPROXIMATELY 600 FEET NORTH OF THE NORTHEAST CORNER OF THE INTERSECTION OF SUNRISE AVENUE AND ADELAIDE AVENUE, FROM THE R1 (LOW DENSITY RESIDENTIAL) ZONE DISTRICT TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT**

C-3 Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera (Report by Wendy Silva)

Director of Human Resources Wendy Silva presented the report.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM C-3, RES. NO. 18-127, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-127 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE MONTHLY HEALTH BENEFIT ALLOWANCE FOR THE CITY COUNCIL**

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Request to Appoint a Council Ad-Hoc Committee to Work with Staff to Discuss and Evaluate Policies and Business Development Opportunities Related to the Cannabis Industry as Necessary (Report by Steve Frazier)

City Administrator Steve Frazier presented the report.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, THE MOTION TO APPOINT MAYOR MEDELLIN AND MAYOR PRO TEM RODRIGUEZ TO SERVE ON THE AD HOC COMMITTEE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

F. COUNCIL REPORTS

Council Member Robinson reported that he attended the Sustainable Groundwater Management meeting.

Council Member Robinson reported that he attended the Citizen Advisory Committee for Valley State Prison and the California Women's Facility. Discussion included an interest in participating in the Neighborhood Watch Program.

Council Member Foley Gallegos commended the Interim Public Works Director John Scarborough for working with the Mosquito Abatement Team on a collaborative program and thanked staff for repainting the shark's teeth at school crossing.

Council Member Foley Gallegos commended Chief of Police Lawson regarding the department efforts against illegal fireworks.

Council Member Foley Gallegos reported that Cold Stone had a great turnout at their grand opening.

Council Member Rigby also commended the Police Department for their efforts against illegal fireworks. He also thanked Parks staff for taking calls from the public regarding the cancelled fireworks show and offered praise for the awesome summer programs.

Council Member Holley stated he heard fireworks all night and commended the Police Department for their efforts as well.

Council Member Holley reported that he's lost two of his key principals and two vice-principals in his district.

Council Member Holley commented that as Council people they need to watch their actions because they never know who is watching them.

Mayor Pro Tem Rodriguez reported that he was on a plane on the 4th and was able to see some of the fireworks shows. He also commended the Police Department on their efforts with the fireworks.

Council Member Oliver thanked staff on the development of the budget.

Council Member Oliver thanked the Parks and Community Services Director Mary Anne Seay and the City Engineer Keith Helmuth for providing updates on his constituent calls.

Council Member Oliver invited everyone to attend the Madera Special Needs Sports Program Super Hero Dance scheduled July 14th at the John Wells Youth Center.

Mayor Medellin reported that he, as well as Council Member Foley Gallegos, attended the Business Watch meeting at Lowes. He thanked Office Juarez for getting that off the ground.

Mayor Medellin reminded Council that the Intergovernmental meeting will be held around September and the City is hosting. He also reported that the Steering Committee met last week and they discussed homelessness, economic development for the County and transportation along the 99 corridor.

Mayor Medellin also thanked the Police Department for their efforts on the 4th of July. He also credits Measure K which makes it possible for those additional officers.

Mayor Medellin acknowledged the stories run by Channel 30 on the Police 4th of July enforcement and the City's Business Incentive Program. He thanked Council Members Rigby and Oliver, and Mayor Pro Tem Rodriguez for their part in the program.

Mayor Medellin thanked the Parks and Community Services Director and her staff for the follow up on landscape median concerns from the public and their work on the medians.

Mayor Medellin recognized Joseph Carrello for his work in developing the City's videos.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:23 p.m. to discuss items G-2 and G-3 as listed on the agenda.

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier & Wendy Silva

Employee Organizations:

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

Unrepresented Direct Reports:
City Clerk, City Administrator, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency

G-3 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: MCA 1803, LLC, et al. v. City of Madera
MCV073252

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 9:32 p.m. with all members present.

There was no reportable action for items G-2 and G-3.

ADJOURNMENT - The meeting was adjourned at 9:33 p.m. Next regular meeting July 18, 2018.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

RETURN TO AGENDA

City of Madera

Council Meeting Of July 18th, 2018
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 07/18/2018

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

June 26th, 2018 to July 9th, 2018

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

General Warrant:	18201 - 18384	$	988,639.77
Wire Transfer	Union Bank Payroll and Taxes	$	624,436.68
Wire Transfer	SDI	$	2,077.68
Wire Transfer	Cal Pers	$	-

Respectfully submitted,

Susan Ortiz for Tim Przybyla

Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
July 9th, 2018

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
18201	06/29/2018	ACRO SERVICE CORPORATION	TEMPORARY CONSTRUCTION MANAGER	7,168.00
18202	06/29/2018	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS 06/18	40,000.00
18203	06/29/2018	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	41,273.12
18204	06/29/2018	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
18205	06/29/2018	BELLAVA CONSTRUCTION LLC	REFUND DEPOSIT FOR METER #20	1,671.53
18206	06/29/2018	EMMETT'S EXCAVATION	REFUND DEPOSIT FOR METER #35	1,672.13
18207	06/29/2018	PIERCE CONSTRUCTION	REFUND DEPOSIT FOR METER #37	1,616.16
18208	06/29/2018	AT&T	06/18 CALNET 3 SVS 9391031573	1,907.64
18209	06/29/2018	BEST UNIFORMS	PATCHES	245.71
18210	06/29/2018	SHIFT3 TECHNOLOGIES	INSTALLATION OF PAYPAL PLUGIN @ PD	680.00
18211	06/29/2018	INFINITY ENERGY	CANCELLED PERMIT #20181204	197.46
18212	06/29/2018	TRT CONTRACTING	CANCELLED PERMIT #20172408	88.34
18213	06/29/2018	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD OF CA 07/18	261,728.37
18214	06/29/2018	GVP VENTURES INC.	Executive Recruitment for City	4,897.33
18215	06/29/2018	BSK ASSOCIATES	WATER SAMPLES	456.00
18216	06/29/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 06/29/18 PAYROLL	1,713.19
18217	06/29/2018	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS	334.39
18218	06/29/2018	CALIFORNIA FRESNO OIL COMPANY	Application of Magnesium Chlor	7,401.29
18219	06/29/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9404961	99.00
18220	06/29/2018	CITY OF MADERA	ZONE 51 FY 17/18 - APN: 009-331-003-000	127.96
18221	06/29/2018	CITY OF MADERA	ZONE 51 FY 17/18 - APN: 009-331-002-000	132.18
18222	06/29/2018	CITY OF MADERA	ZONE 51 FY 17/18 - APN: 009-331-011-000	193.12
18223	06/29/2018	CITY OF MADERA	DISHWASHER REBATE APPLY TO 9903514	200.00
18224	06/29/2018	CITY OF MADERA	ZONE 51 FY 17/18 - APN: 009-331-017-000	202.38
18225	06/29/2018	CITY OF MADERA	ZONE 51 FY 17/18 - APN: 009-331-024-000	1,201.36
18226	06/29/2018	CITY OF MADERA	ZONE 51 FY 17/18 - APN: 009-331-024-000	1,201.36
18227	06/29/2018	COLLIN, RANDY	PER DIEM REIMBURSEMENT NAFA INSTITUTE & EXPO	160.00
18228	06/29/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 06/29/18 PAYROLL	994.79
18229	06/29/2018	COMCAST	06/22- 07/21 SVS 8155500320322006	214.81
18230	06/29/2018	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS MAY 18	175.00
18231	06/29/2018	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	174.50
18232	06/29/2018	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST 05/18	175.00
18233	06/29/2018	CS & FD MEDICAL WASTE DISPOSAL	MEDICAL WASTE REMOVAL PICK UP: 005/31/18	139.00
18234	06/29/2018	E & M ELECTRIC & MACHINERY, INC.	SCADA Software Support	11,340.00
18235	06/29/2018	JORGENSEN COMPANY	FIRE EXT SERVICE	312.52
18236	06/29/2018	KLEINFELDER, INC.	CONSTRUCTION MATERIALS TESTING	1,721.10
18237	06/29/2018	LEHR AUTO ELECTRIC	Police Patrol Vehicle Upfit -	48,136.28
18238	06/29/2018	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,534.92
18239	06/29/2018	MADERA COUNTY TREASURER	MAY 2018 PARKING PENALTIES	135.00
18240	06/29/2018	MADERA POLICE DEPARTMENT	ASSET FORFEITURE DISTRIBUTION	183.16
18241	06/29/2018	MADERA POLICE DEPARTMENT	ASSET FORFEITURE DISTRIBUTION	610.55
18242	06/29/2018	MADERA TRIBUNE	CONSTRUCTION INSPECTOR ADVERTISEMENT	23.65
18243	06/29/2018	MADERA TRIBUNE	P.C. NOTICE JUNE	195.00
18244	06/29/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 06/29/18 PAYROLL	3,353.54
18245	06/29/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 06/29/18 PAYROLL	8,840.24
18246	06/29/2018	O'DELL ENGINEERING, INC.	DESIGN SERVICES FOR ADA IMPROV	1,840.00
18247	06/29/2018	LAKEMAN, GARY	TURF REPLACEMENT REBATE - 2824 GREENWOOD DR	3,000.00
18248	06/29/2018	RIVERA, SARA	TURF REPLACEMENT REBATE - 1252 LAGUNA WAY	2,000.00
18249	06/29/2018	PACIFIC GAS & ELECTRIC	06/18 SVS 1619119913-8	56,968.59
18250	06/29/2018	AMERICAN FRIENDS SERVICE COMMITTE	FACILITY DEPOSIT REFUND	100.00
18251	06/29/2018	ARANG, DAVID	PARK DEPOSIT REFUND	50.00
18252	06/29/2018	AUSTIN, ALEXIS	PARK DEPOSIT REFUND	50.00
18253	06/29/2018	CANTU, JOYCE	PARK DEPOSIT REFUND	50.00
18254	06/29/2018	CARRASCO, JULIA	PARK DEPOSIT REFUND	50.00
18255	06/29/2018	CASTILLLO, JUANA PARRA	PARK DEPOSIT REFUND	50.00
18256	06/29/2018	CASTILLO, AMARIS	PARK DEPOSIT REFUND	50.00
18257	06/29/2018	CRESCENT VIEW SOUTH CHARTER HIGH SCHOOL	FACILITY DEPOSIT REFUND	200.00
18258	06/29/2018	ESCALERA, EVELYN	PARK DEPOSIT REFUND	50.00
18259	06/29/2018	GALLEGOS, DARLENE	PARK DEPOSIT REFUND	50.00
18260	06/29/2018	GARCIA, ARACELI	FACILITY DEPOSIT REFUND	100.00
18261	06/29/2018	GARCIA, JOSE	FACILITY DEPOSIT REFUND	100.00
18262	06/29/2018	GOMEZ, ANTHONY	FIELD DEPOSIT REFUND	50.00
18263	06/29/2018	HERRERA, JANICE	PARK DEPOSIT REFUND	100.00
18264	06/29/2018	KLISTOFF, IYANNA	CLASS DEPOSIT REFUND	40.00
18265	06/29/2018	LEYVA, ELPIDIO	FACILITY DEPOSIT REFUND	100.00
18266	06/29/2018	LOPEZ, KENIA	FACILITY DEPOSIT REFUND	100.00
18267	06/29/2018	LUTZ, JERRY	FIELD DEPOSIT REFUND	50.00
18268	06/29/2018	MADERA SOCCER LEAGUE C/O SALVADOR LOPEZ	PARK DEPOSIT REFUND	50.00
18269	06/29/2018	MADRIGAL, OSCAR	PARK DEPOSIT REFUND	50.00

18270	06/29/2018	MARTINEZ, CARMEN	FACILITY DEPOSIT REFUND	935.00
18271	06/29/2018	MARTINEZ, MARIO	FACILITY DEPOSIT REFUND	500.00
18272	06/29/2018	OROSCO, BELINA	PARK DEPOSIT REFUND	50.00
18273	06/29/2018	PEDRAZA, CYNTHIA	PARK DEPOSIT REFUND	100.00
18274	06/29/2018	PEREZ, MELISSA	FACILITY DEPOSIT REFUND	100.00
18275	06/29/2018	ROBISON, LAURA	FACILITY DEPOSIT REFUND	100.00
18276	06/29/2018	SALINAS, ROSEMARY	FACILITY DEPOSIT REFUND	100.00
18277	06/29/2018	SANUDO, JOSUE	PARK DEPOSIT REFUND	50.00
18278	06/29/2018	SCHNEIDER, JENNIFER	PARK DEPOSIT REFUND	50.00
18279	06/29/2018	SIMMONS, CHRISTINA	PARK DEPOSIT REFUND	50.00
18280	06/29/2018	VEGA, SHANNON	CLASS DEPOSIT REFUND	32.00
18281	06/29/2018	WILLIAMS, RICHARD	PARK DEPOSIT REFUND	50.00
18282	06/29/2018	ZURITA, ADRIAN	FACILITY DEPOSIT REFUND	500.00
18283	06/29/2018	PETERS BROTHERS NURSERY, INC.	LOVE MADERA TREE PLANTING	3,121.36
18284	06/29/2018	PHOENIX GROUP INFO SYS	CITATIONS MAY 2018	196.50
18285	06/29/2018	PIERCE CONSTRUCTION	Remove and replace damaged asphalt	5,842.68
18286	06/29/2018	RAFTELIS FINANCIAL CONSULTANTS, INC.	Consulting Services	6,930.00
18287	06/29/2018	RANEY PLANNING & MANAGEMENT, INC.	Consultant services to carry o	1,708.00
18288	06/29/2018	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE MEDICAL BILL 07/18 CHUMLEY	186.00
18289	06/29/2018	RON'S TOWING & ROAD SERVICE	TOW SVS	290.00
18290	06/29/2018	SHI INTERNATIONAL CORP.	Dell Rugged Laptops	3,945.97
18291	06/29/2018	SITE ONE LANDSCAPE SUPPLY LLC	IRRIGATION REPAIR PARTS	240.71
18292	06/29/2018	STANTEC CONSULTING SERVICES INC.	CONSULTING SERVICES	454.35
18293	06/29/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 06/29/18 PAYROLL	590.51
18294	06/29/2018	STATE WATER RESOURCES CONTROL BOARD	JOEY TYLER- OPERATOR CERTIFICATE FEE	70.00
18295	06/29/2018	STATE WATER RESOURCES CONTROL BOARD	OSCAR SOLIS- T1 CERTIFICATION FEES	70.00
18296	06/29/2018	STATE WATER RESOURCES CONTROL BOARD	BOB MACK- WATER TREATMENT 2 CERTIFICATE FEE	80.00
18297	06/29/2018	STATE WATER RESOURCES CONTROL BOARD	BIANEY LEANO - CERTIFICATION FEE T2	80.00
18298	06/29/2018	TERRAFORM POWER, LLC.	05/18 ELECTRIC UTILITIES SVS	31,277.11
18299	06/29/2018	TERRA UNIVERSAL, INC.	LABORATORY EQUIPMENT, ACCESSOR	2,706.71
18300	06/29/2018	TESEI PETROLEUM, INC.	EQUIPMENT FUEL	2,806.89
18301	06/29/2018	THE ARC FRESNO	CITY CAN ORDERS MAY 2018	2,337.37
18302	06/29/2018	TRACKER	ANNUAL SUBSCRIPTION FEE 18/19	3,900.00
18303	06/29/2018	UNION PACIFIC RAILROAD CO.	PLAN REVIEW FOR SIDEWALK/PEDESTRIAN IMPROVEMENT	245.50
18304	06/29/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 06/29/18 PAYROLL	23,731.29
18305	06/29/2018	VERIZON WIRELESS	PD AIR CARDS MAY 11 - JUN 10	332.80
18306	07/06/2018	ACRO SERVICE CORPORATION	TEMPORARY CONSTRUCTION MANAGER	3,618.00
18307	07/06/2018	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS 07/18	40,000.00
18308	07/06/2018	AMERICAN LEGAL PUBLISHING CORPORATION	WEB HOST FOR MUNI CODE 7/18/187-7/18/19	495.00
18309	07/06/2018	AMERITAS LIFE INSURANCE CORP.	JULY 2018 DENTAL INSURANCE	14,955.92
18310	07/06/2018	SUAREZ EMILIO OCHOA & OCHOA ALMA	REFUND PERMIT #20181291	196.87
18311	07/06/2018	BRIGGS MARKETING INC.	PHONE SUPPORT AND UPGRADES JULY 2018- JUNE 2019	595.00
18312	07/06/2018	BSK ASSOCIATES	WATER SAMPLES	456.00
18313	07/06/2018	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CITY HALL FINANCE	1,082.19
18314	07/06/2018	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS	130.76
18315	07/06/2018	CHICAGO TITLE COMPANY	PAYMENT FOR 14-CALHOME-9834 ESCROW	1,771.20
18316	07/06/2018	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	1,097.50
18317	07/06/2018	E & M ELECTRIC & MACHINERY, INC.	Renewal of software support	2,855.00
18318	07/06/2018	EWING IRRIGATION PRODUCTS	IRRIGATION CONTROLLER BATTERY	291.85
18319	07/06/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 06/15/18-06/30/18	9,150.00
18320	07/06/2018	FRESNO BEE, THE	RECRUITMENT ADS	686.45
18321	07/06/2018	FRESNO REPROGRAPHICS	PRINT JOB	144.04
18322	07/06/2018	GLOBAL CTI GROUP	ANNUAL BILLING 2018-2019 - PHONE SYSTEM SUPPORT	10,000.00
18323	07/06/2018	GONZALEZ, FELIX	PER DIEM SLI SESSION #3	224.00
18324	07/06/2018	HERNANDEZ, JOSE	REIMBURSEMENT OF DAMAGED PANTS	59.38
18325	07/06/2018	HERNANDEZ, NICOLE	BANK FEE REFUND	22.00
18326	07/06/2018	HUERTA, ELISABETH	PER DIEM FONTANA EXPLORER ACADEMY	81.00
18327	07/06/2018	LARS ANDERSEN & ASSOCIATES, INC.	ENGINEERING SERVICES RELATING	510.00
18328	07/06/2018	LEAGUE OF CALIFORNIA CITIES	LOCC DIVISION MTG 06/14/18 ROBINSON MEAL	25.00
18329	07/06/2018	LINCOLN FINANCIAL	LIFE AND LTD JULY 2018	8,081.24
18330	07/06/2018	MADERA CHAMBER OF COMMERCE	JUNE 2018- MAY 2019 MEMBERSHIP DUES	610.00
18331	07/06/2018	MADERA COUNTY	AMTRAK 50% SHARE BILL JAN-MAR 2018	4,605.46
18332	07/06/2018	MADERA COUNTY ARTS COUNCIL	ARTS COUNCIL ANNUAL PLEDGE	5,000.00
18333	07/06/2018	RNS COMMUNICATIONS, INC.	DMV Advertisement	13,680.00
18334	07/06/2018	PACIFIC GAS & ELECTRIC	06/18 SVS 8126770647-1	194,269.37
18335	07/06/2018	PECK'S PRINTERY	ENVELOPES NEIGHBORHOOD REVITALIZATION	398.36
18336	07/06/2018	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	258.77
18337	07/06/2018	TOM PONTON INDUSTRIES, INC.	Sewer Flow Meter	16,105.44
18338	07/06/2018	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL CHUMLEY JULY 2018	148.50
18339	07/06/2018	DOLIO, DEBORAH LYNN	RIGHT OF WAY ACQUISITION	3,647.00
18340	07/06/2018	RUIZ, FREDY	BANK FEE REFUND	12.00
18341	07/06/2018	SAUCEDA, MATTHEW	PER DIEM FONTANA EXPLORER ACADEMY	81.00
18342	07/06/2018	SOLIS, OSCAR	REIMBURSEMENT RE-EXAM FEE GRADE D3	70.00

18343	07/06/2018	SUPERIOR VISION INC.	JULY 2018 VISION INSURANCE	2,474.43
18344	07/06/2018	TESEI PETROLEUM, INC.	FUEL CHARGES 06/11/18- 06/20/18	15,208.97
18345	07/06/2018	TYLER TECHNOLOGIES INC.	BAR CODE SCANNING MAINTENANCE 18/19	744.75
18346	07/06/2018	ALBONICO CAROLYN	Utility Billing Credit Refund	96.60
18347	07/06/2018	AVILA SERGIO	Utility Billing Credit Refund	248.02
18348	07/06/2018	BUENROSTRO SANTOS JOSE EDUARDO OCHOA CECILIA	Utility Billing Credit Refund	95.27
18349	07/06/2018	CENTRAL VALLEY CAPITAL	Utility Billing Credit Refund	125.68
18350	07/06/2018	CITY OF MADERA OR EDSTROM CHRISTOPHER AND ARMENDAR	Utility Billing Credit Refund	151.07
18351	07/06/2018	CITY OF MADERA OR KRUMM JOSHUA	Utility Billing Credit Refund	99.70
18352	07/06/2018	CITY OF MADERA OR NAVARRO JENNIFER	Utility Billing Credit Refund	152.92
18353	07/06/2018	CITY OF MADERA OR SANDOVAL FRANCISCO AND ANDRADE R	Utility Billing Credit Refund	151.96
18354	07/06/2018	ESTRADA MARIA	Utility Billing Credit Refund	64.56
18355	07/06/2018	JKD CORPORATION C/O DAYAL JASWINDER	Utility Billing Credit Refund	125.87
18356	07/06/2018	JONES CYNTHIA AND JUSTIN	Utility Billing Credit Refund	99.89
18357	07/06/2018	LERMA JANETH	Utility Billing Credit Refund	482.29
18358	07/06/2018	LIZAOLA ALFONZO	Utility Billing Credit Refund	207.11
18359	07/06/2018	LOPEZ DANIELLE	Utility Billing Credit Refund	102.47
18360	07/06/2018	LOZANO SANDRA	Utility Billing Credit Refund	248.60
18361	07/06/2018	MANKE RENAE	Utility Billing Credit Refund	178.01
18362	07/06/2018	MARZ ROGER	Utility Billing Credit Refund	245.75
18363	07/06/2018	MIRANDA JAMES	Utility Billing Credit Refund	215.65
18364	07/06/2018	ORTIZ ODILON	Utility Billing Deposit Refund	348.46
18365	07/06/2018	PABLO-HERRERA LUCIA OR CITY OF MADERA	Utility Billing Credit Refund	151.36
18366	07/06/2018	PEQUENO NELLIE	Utility Billing Deposit Refund	43.43
18367	07/06/2018	PEREZ ALMADELIA	Utility Billing Credit Refund	190.39
18368	07/06/2018	PILAND KURT	Utility Billing Credit Refund	275.10
18369	07/06/2018	RAHMAN OMAR C/O MADERA MANAGEMENT CO INC	Utility Billing Deposit Refund	41.10
18370	07/06/2018	RAMIREZ EDUARDO	Utility Billing Deposit Refund	1,703.78
18371	07/06/2018	RIOS ALFREDO AND MARIA	Utility Billing Credit Refund	131.42
18372	07/06/2018	ROGERS NICK	Utility Billing Credit Refund	157.45
18373	07/06/2018	SANTANA OLGA L	Utility Billing Credit Refund	203.08
18374	07/06/2018	SELLICK KENNEY AND STACY	Utility Billing Credit Refund	153.88
18375	07/06/2018	SHERROD CALEB	Utility Billing Credit Refund	129.69
18376	07/06/2018	STONE HEIDI	Utility Billing Credit Refund	232.03
18377	07/06/2018	THOME CHARLES	Utility Billing Credit Refund	179.79
18378	07/06/2018	WALKER DARNELL OR CITY OF MADERA	Utility Billing Credit Refund	247.26
18379	07/06/2018	WILLIAMS JEFFREY	Utility Billing Credit Refund	35.68
18380	07/06/2018	WORLEY TINA OR CITY OF MADERA	Utility Billing Credit Refund	63.58
18381	07/06/2018	ZAPIEN R LUIS	Utility Billing Credit Refund	90.13
18382	07/06/2018	UNITED RENTALS, INC	Misc. equipment rental	10,900.78
18383	07/06/2018	VILLA GARDENING SERVICE INC	SERVICE FOR 1280 E. OLIVE AVE	1,500.00
18384	07/06/2018	WILLDAN FINANCIAL SERVICES	CFD FEES FOR JUNE 2018	811.09
			Bank # 1 - Union Bank General Account Total	988,639.77

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:
Sonia Alvarez
Department Director
Steve Fountain
City Administrator

Council Meeting of: July 18, 2018
Agenda Number: B-3

SUBJECT: **Consideration of a Resolution Calling for the Holding of a General Municipal Election to be Held in the City of Madera on November 6, 2018 for Council Districts 1, 3, and 5; Requesting Consolidation with the Statewide General Election and that the Madera County Elections Official Conduct the Election**

RECOMMENDATION: Staff recommends that the Council adopt the resolution calling for and requesting consolidation of the City's general election with the statewide election to be held November 6, 2018, and that the Madera County Clerk render specified election services.

SUMMARY: The term of office for Members of the City Council elected to serve Districts 1, 3, and 5, are scheduled to expire the first Council meeting in December of this year. The resolution being considered calls for and requests consolidation of the City's general election, with the statewide election, to be held November 6, 2018, and that the Madera County Clerk conduct the election. Members of the City Council serve four year terms.

DISCUSSION:
Pursuant to California Elections Code §10403, the City must file a resolution with the Madera County Board of Supervisors at least 88 days prior to the date of the election; by August 10, 2018. The resolution requests that the Madera County Board of Supervisors authorize the consolidation of the City's general election with the statewide election to be held November 6, 2018 and that the Madera County Clerk conduct the election.

FINANCIAL IMPACT:
The estimated cost for election services is $26,000. The amount is included in the FY 2018/2019 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN
Strategy 302 – District Representation: Establish district representation in Madera with a separate election process for Mayor.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS OF THE CITY OF MADERA FOR COUNCIL DISTRICTS 1, 3, AND 5 TO BE HELD IN THE CITY OF MADERA ON NOVEMBER 6, 2018 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a general municipal election shall be held on November 6, 2018 in the City of Madera, for the election of three members of the City Council to be elected by district for a term of four years for Council Districts 1, 3, and 5; and

WHEREAS, Section 10002 of the Elections Code of the State of California provides that the governing body of the city may by resolution request the board of supervisors of the county to permit the county clerk to render specified services to the city relating to the conduct of elections; and

WHEREAS, the City Council desires to call such election and request its consolidation with the statewide election to be held on the same date and have the Madera County Clerk perform specified election services to the City of Madera.

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

1. Pursuant to the Elections Code of the State of California there is called and ordered held in the City of Madera, California, on Tuesday, November 6, 2018, a general municipal election of the qualified electors of the City of Madera for the election of three members of the City Council to be elected by district for a term of four years for Council Districts 1, 3, and 5.

2. The ballots to be used at the election shall be in such form and content as may be required by law to be used at the election.

3. Pursuant to Section 10002 of the Elections Code, the City requests the Board of Supervisors of the County of Madera to permit the Madera County Clerk to render specified services to the City relating to the election.

4. The Madera County Clerk is authorized and directed to do any and all things necessary in order to ensure the lawful conduct of the election.

5. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding elections in the City of Madera that are consolidated with any other election.

6. Notice of time and place of holding the election is given and the Madera County Clerk is authorized and directed to give such further or additional information in the time, form and manner as required by law in connection with the election.

7. Pursuant to Section 10403 of the Elections Code of the State of California, the Board of Supervisors of the County of Madera is hereby requested to consolidate the election referred to herein with the statewide election to be held on Tuesday, November 6, 2018.

8. For and in consideration of the election services rendered by the Madera County Clerk, the City of Madera agrees to pay to Madera County the proportionate share of reasonable expenses of said election, said share to consist of all direct costs as determined by the Madera County Clerk to be directly related to the conduct of the City of Madera's general municipal election together with the City's proportionate share of the expenses for election services rendered by Madera County that are being shared equally with other jurisdictions, if any, by virtue of the consolidation of the City's municipal election with elections being held by other jurisdictions, if any, in the City of Madera on November 6, 2018.

* * * * * * * * * *

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of July 18, 2018

Agenda Item Number B-4

SUBJECT: A RESOLUTION APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA FOR THE FISCAL YEAR 2017-18 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM EXCHANGE FUNDING

RECOMMENDATION:

That the City Council adopt Resolution No. 18-__ approving:

1. Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Madera for the Fiscal Year 2017-18 allocation of Regional Surface Transportation Program (RSTP) Exchange Funding
2. Authorization for the Mayor to execute the Master Agreement.
3. Authorization for the City Engineer to submit the Master Agreement and the application for planned expenditures to MCTC.

SUMMARY:

The Madera Transportation Commission (MCTC) also designated as the Regional Transportation Planning Agency (RTPA) is permitted under Section 182.6 of the Streets and Highways Code (S&HC) to exchange the annual apportionment of Regional Surface Transportation Program (RSTP) funds for non-Federal funds.

The RSTP exchange funds for Madera County are processed through an agreement between MCTC and Caltrans, and then apportioned to the County and two cities for use on eligible transportation projects.

DISCUSSION:

The MCTC informs the County of Madera, City of Madera, and City of Chowchilla about available RSTP exchange funds. The MCTC also provides the amount apportioned for each of the three local agencies, and the prescribed application form.

The MCTC required the local agencies to execute the standard Master Agreement between them (MCTC) and the local agency (City of Madera), to be submitted together with the Application for Planned Expenditures Form.

The City of Madera is entitled to receive $730,782 of RSTP exchange funds which is $47,186 higher than last year.

Projects eligible to be funded with RSTP exchange funds on the City's Collector and Arterial streets include construction, reconstruction, rehabilitation, resurfacing, restoration and operational improvements, construction and inspection of Bridges, certain transit projects and a few other projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code.

It is recommended that the FY 2017/18 allocation of RSTP funds be programmed for the design and construction of the Olive Avenue Widening Project (R-000010).

FISCAL IMPACT:

There will not be an impact to the City's General Fund to process the agreement and submit the application to MCTC. Furthermore, use of these funds does not require a match of any kind from other funding sources.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126.0 – This project supports the Strategy Action 126 for providing clean attractive streets that are safe and aesthetically pleasing and also supports the delivery of infrastructure to support economic growth, consistent with the principles outlined in the Vision Action Plan.

RESOLUTION NO. 18 -_____

RESOLUTION APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA FOR THE FISCAL YEAR 2017-18 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM EXCHANGE FUNDING

WHEREAS, the City of Madera is entitled to receive $730,782 of Regional Surface Transportation Program (RSTP) exchange funds; and

WHEREAS, the Regional Surface Transportation Program exchange funds can be used for projects as defined in Sections 133(b) and (c) of Title 23 of the United States Code (USC); and

WHEREAS, the Madera County Transportation Commission (MCTC) also operating as the Regional Transportation Planning Agency requires that a Master Agreement between the City and MCTC be executed and submitted together with the application; and

WHEREAS, the MCTC has prepared a standard Master Agreement (the "Agreement") with conditions acceptable to the City of Madera, and is on file in the office of the City Clerk of the City of Madera and referred to for full particulars.

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

1. The above recitals are true and correct.
2. The Master Agreement between the MCTC and the City of Madera as described above, a copy of which is on file in the office of the City Clerk and referred to for particulars is necessary for the City to receive RSTP exchange funds.
3. The Master Agreement is hereby approved.
4. The Mayor of the City of Madera is authorized to execute the Master Agreement.
5. The City Engineer is authorized to submit the executed Master Agreement together with the Application for Planned Expenditures to MCTC.
6. This resolution is effective immediately upon adoption.

* * * * * * * *

MASTER AGREEMENT BETWEEN THE
MADERA COUNTY TRANSPORTATION COMMISSION
AND THE CITY OF MADERA
FOR THE FISCAL YEAR 2017/18 ALLOCATION OF RSTP EXCHANGE FUNDING

This agreement is made on _____ by and between the CITY OF MADERA a public body, hercinafter referred to as "Recipient," and the MADERA COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as "MCTC."

WHEREAS, the MCTC is the state-designated Regional Transportation Planning Agency for Madera County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the MCTC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the MCTC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, it is contemplated by MCTC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, the MCTC has requested the Madera County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

A. The MCTC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.

B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A.

C. The Recipient agrees to reimburse funds back to MCTC if it is determined that RSTP Exchange Funds were used for ineligible projects.

1. ADMINISTRATIVE POLICIES

A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.

The Recipient agrees to submit a RSTP Monitoring report to MCTC every 6 months describing the progress towards completion for all projects listed in Exhibit A.

B. The Recipient agrees to mention MCTC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.

C. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient. The Recipient shall be reimbursed for actual incurred costs that are supported with documentation.

D. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were approved, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

2. COST PRINCIPLES

A. Recipient agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

B. Recipient agrees to require its contractors and subcontractors to:

(a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and

(b) comply with Federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

3. THIRD PARTY CONTRACTING

A. Recipient shall not award a construction contract over $10,000 or other contracts over $25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).

B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 6, below.

C. In addition to the above, the audit requirements of third party contractor/ consultants with Recipient shall be consistent with Local Assistance Procedures Manual as published by Caltrans.

4. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

5. RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant Caltrans and/or the MCTC auditors access to the Recipient's books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering those various contracts. All documents shall be made available for inspection by authorized Caltrans or MCTC agents at any time during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by Caltrans, whichever is later.

6. TRAVEL AND SUBSISTENCE

Payments to contractors and subcontractors for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (CalHR) rules. If the rates invoiced are in excess of those authorized CalHR rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the MCTC on demand.

7. PROJECT COMPLETION

Recipient agrees to provide to the MCTC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

8. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Madera shall be the proper venue for any dispute arising hereunder.

9. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any

manner or to any degree with its full and complete performance of all services under this Agreement.

10. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

11. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

12. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

13. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

14. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

16. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

17. AMENDMENTS

Any changes to Exhibit A of the Agreement requested by the Recipient shall be implemented by a written amendment to Agreement and approved by both parties.

IN WITNESS WHEREOF, MCTC and Recipient execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION COMMISSION

_____ _____

Patricia Taylor — Date
Executive Director

Recipient:
CITY OF MADERA

_____ _____

Name — Date
Title

Approved as to Form:

_____ _____

Name — Date
Attorney
City of Madera

MADERA COUNTY TRANSPORTATION COMMISSION

Application for RSTP Exchange Funds

Fiscal Year Cycle:	2017-18
Application Number:	1
Applicant Agency:	City of Madera
Project Manager:	Keith B. Helmuth

PLANNED EXPENDITURES

PROJECT NAME	PROJECT DESCRIPTION (including streets and roads)	CATEGORY OF ELIGIBILITY	ESTIMATED AMOUNT
Olive Ave Widening Project-Gateway Dr to Knox Street (R-000010)	Widen avenue to four lanes for Arterial Street standards, acquire right of way and construct sidewalks. Widen UPRR crossing at SW corner of Olive Avenue and Knox Street	(4) Highways and transit safety infrastructure improvements and programs, hazard eliminations, projects to mitigate hazards caused by wildlife and railway-highway grade crossings (#2) Projects relating to intersections that- (A) have disproportionately high accident rates; (H) have high levels of congestion, as evidenced by- (I) interrupted traffic flow at the intersection	$730,782
		TOTAL	

Submitted By:

_____

Signature of Authorized Representative

_____

Title and Date

Reviewed By:

_____

Signature of MCTC Representative

RSTP APPLICATION
EXHIBIT A

RETURN TO AGENDA

REPORT TO CITY COUNCIL

COUNCIL MEETING OF JULY 18, 2018

AGENDA ITEM NUMBER B-5

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MADERA TO EXECUTE EASEMENT DEED FOR DEDICATION OF EASEMENT FOR MADERA IRRIGATION DISTRICT'S MAIN CANAL AND PIPELINE THROUGH CITY-OWNED PARCEL APN 009-331-024

RECOMMENDATION:

That the City Council approve Resolution No. _____:

1. Approving the granting of the Easement Deed
2. Authorizing the Mayor to sign the Easement Deed.

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

DISCUSSION:

Madera Irrigation District has requested that the City of Madera grant an easement for the District's Main Canal and Pipeline which traverses City-owned Parcel APN 009-331-024, also identified as Parcel 11 in Freedom Estates Industrial Subdivision, proposed future site of the City's transit facility.

During a topographic survey of the site, it was found that the present canal and pipeline is as much as 30 feet outside of the existing easement which dates from 1962.
This proposed action will place the easement in its correct location. The old easement will be vacated by Madera Irrigation District after this new easement is recorded.

It is anticipated that with the development of the City's new transit facility, the Main Canal will be piped in a new easement in a new location. In the interim, the presently proposed action will serve to correct the location of the existing easement.
For the purposes of future maintenance or construction work on the site by either the District or the City, it is in the mutual interest of both agencies to show this easement in its correct location.

FISCAL IMPACT:

There is no impact to the City's General Fund as a result of the proposed action.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 142: Support Land Preservation: Support conservation and preservation of agricultural lands surrounding the City of Madera.

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO EXECUTE AN EASEMENT DEED TO DEDICATE AN EASEMENT FOR MADERA IRRIGATION DISTRICT'S MAIN CANAL AND PIPELINE THROUGH CITY-OWNED PARCEL APN 009-331-024

WHEREAS, Madera Irrigation District has requested the City of Madera to execute an easement deed to correct the easement location for the District's Main Canal and Pipeline through City-owned Parcel 009-331-024; and

WHEREAS, the proposed use of the easement is categorically exempt from CEQA; and

WHEREAS, the easement deed will be recorded, and the existing easement vacated, by Madera Irrigation District; and

WHEREAS, the Mayor is legally designated to sign on behalf of the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

HEREBY RESOLVES, FINDS, DETERMINES AND ORDERS AS FOLLOWS:

1. The above recitals are true and correct.

2. The City Council hereby authorizes the Mayor to sign the easement deed, a copy of which is on file in the office of the City Clerk, and referred to for particulars.

3. The City Engineer is directed to forward the executed deed to Madera Irrigation District for acceptance and recording purposes.

4. The resolution is effective immediately upon adoption.

****

Recording Requested By:
Madera Irrigation District
12152 Road 28 ¼
Madera, CA 93637

When Recorded Mail To:
Madera Irrigation District
12152 Road 28 ¼
Madera, CA 93637

FEE WAIVED PER GOVERNMENT CODE 27383 R&T 11922 SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 009-331-024

GRANT OF EASEMENT

The City of Madera ("Grantor") is the owner of certain real property located in the County of Madera, State of California, more particularly shown in Exhibit "B" to this Agreement. Grantor hereby grants to **Madera Irrigation District ("District")** an easement in gross and right-of-way in, upon, through, over, under, along and across the real property herein described on Exhibits "A" and "B" for the purpose of locating, constructing, reconstructing, maintaining, operating, inspecting, and repairing an open canal and all fixtures and appurtenances incidental thereto (the "Open Canal") with the right to flow water therein of whatever nature and from whatever source, together with the right to enter upon said real property with personnel and equipment for the purpose of operating, repairing, maintaining and improving said facilities (the "Open Canal Easement").

Grantor shall have the right to make use of the surface of the Open Canal Easement area as long as said use does not interfere with the rights herein granted. No permanent structures, permanent crops, trees and landscaping with invasive roots shall be allowed within the Open Canal Easement area. Operation, repair or maintenance of the Open Canal could disturb or damage surface improvements within the Open Canal Easement. The District will attempt to minimize any impact to surface improvements, but will not be responsible for repair to, or replacement of, any improvements damaged due to the exercise of the District's

rights granted herein. The District shall not be responsible, nor incur any costs associated with maintaining, repairing, improving or replacing anything within the Open Canal Easement surface area. This conveyance shall be binding upon the heirs, executors, administrators, assigns, transferees and successors of the parties.

In the event the easement hereby granted is abandoned in accordance with law, it shall revert to the owners of the above described real property.

IN WITNESS WHEREOF, the undersigned has executed this Agreement, effective as of the date written below.

City of Madera

_____ Date: _____

Andrew J. Medellin, Mayor

A.P.N.: 009-331-024
TEMPORARY EASEMENT FOR IRRIGATION PURPOSES

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Parcel 11 of the Amended Subdivision Map 2014-S-01 filed in Book 62 of Maps at Pages 4 - 8, Madera County Records, lying within a strip of land 50 feet wide, the centerline of which is described as follows:

Beginning at a point lying on the east line of said Parcel 11, said point being North 00°09'06" East a distance of 579.86 feet from the northwest corner of Parcel 12 of said Amended Subdivision Map;

Thence South 60°56'33" West a distance of 308.44 feet;

Thence South 70°59'09" West a distance of 67.55 feet;

Thence South 77°06'19" West a distance of 596.30 feet;

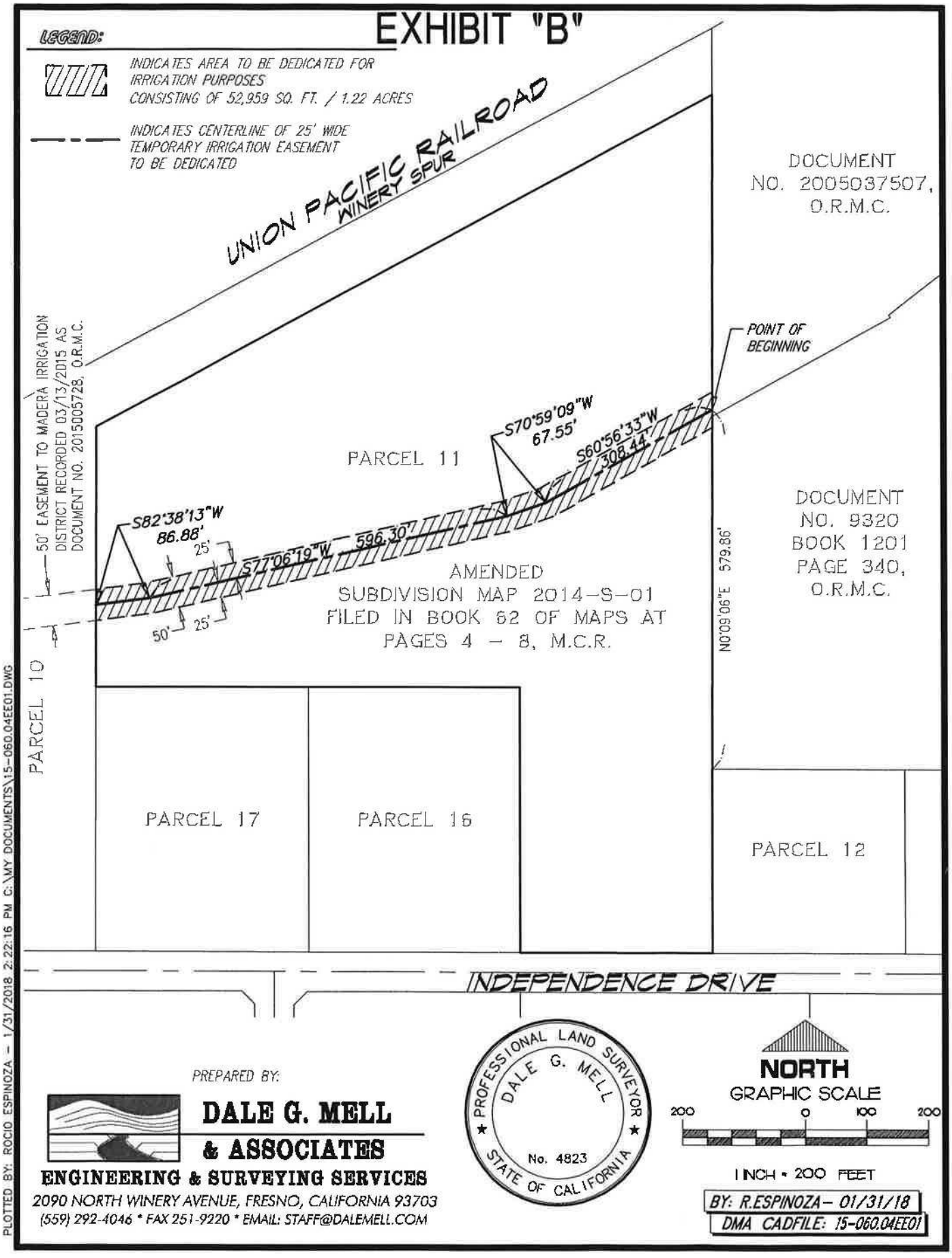
Thence South 82°38'13" West a distance of 86.88 feet to a point on the west line of said Parcel 11, said point also being the centerline of the 50 wide easement described in the Grant of Easement to Madera Irrigation District recorded March 13, 2015 as Document No. 2015005728, Official Records Madera County.

The sidelines of said strip shall be extended or shortened to originate on the east line of said Parcel 11 and terminate on the west line of said Parcel 11.

Area: 52,959 Square Feet, 1.22 Acres



EXHIBIT "B"



PREPARED BY:

DALE G. MELL & ASSOCIATES
ENGINEERING & SURVEYING SERVICES
2090 NORTH WINERY AVENUE, FRESNO, CALIFORNIA 93703
(559) 292-4046 * FAX 251-9220 * EMAIL: STAFF@DALEMELL.COM

PROFESSIONAL LAND SURVEYOR ★ DALE G. MELL ★ No. 4823 ★ STATE OF CALIFORNIA

NORTH

GRAPHIC SCALE

200 0 100 200

1 INCH = 200 FEET

BY: R.ESPINOZA - 01/31/18

DMA CADFILE: 15-060.04EE01

PLOTTED BY: ROCIO ESPINOZA - 1/31/2018 2:22:16 PM C:\MY DOCUMENTS\15-060.04EE01.DWG

RETURN TO AGENDA

REPORT TO CITY COUNCIL

COUNCIL MEETING OF July 18, 2018
AGENDA ITEM NUMBER B-6

APPROVED BY: Mary Anne Seay, Director
Parks and Community Services

APPROVED BY: Steve Frazier, City Manager

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR SITE MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

AND

CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR THE TRANSPORTATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

RECOMMENDATION:

Staff recommends Council adopt the Resolutions approving the Agreements with the Fresno Madera Area Agency on Aging (FMAAA) to serve older adult citizens 60 years and older in Site Management and the Transportation Programs as mandated under Title III of the Federally funded Older Americans Act. Staff further recommends Council authorize the Mayor to execute the Agreements on behalf of the City.

SUMMARY:

The City of Madera has operated a variety of senior programs over the last 40 years. The Parks and Community Services (PCS) Department oversees services for senior residents in the City that include a congregate meal program, a home-bound meal program and Transportation Services. PCS also manages recreation activities that range from exercise and excursions, to organized classes and dances.

The FMAAA Governing Board has approved the grant awards for the provision of services under the proposed Site Management and Transportation Programs covering the period of July 1, 2018 through June 30, 2019. The FMAAA has provided Agreements for provision of services under these Programs that must be executed before funds are released to the City.

DISCUSSION:

Revenues for the suite of senior programs are obtained through Community Development Block Grant (CDBG) funding, donations received from program participants and funding associated with the two proposed FMAAA agreements: Site Management and Transportation. The source of funding through the FMAAA is Federal dollars falling under the auspices of Title III of the Older Americans Act.

The proposed Site Management Agreement provides $24,000 in revenue; the City will use the FMAAA grant resources to support the management and staffing of the senior nutrition program. The proposed Transportation Agreement resources of $16,866 will be spent for subsidized tickets for seniors using local bus services. The total amount of proposed revenue derived from the FMAAA grants this Fiscal Year is $40,866.

Senior services remain an important part of the offerings provided to the community by the City's Parks and Community Services Department. For seniors on fixed incomes the nutrition program offers an opportunity for a balanced nutritious diet that may otherwise be beyond their means. The bus ticket program increases the options for mobility for those 60 and older that have transportation challenges. Revenue and support from the FMAAA is critical to the success of the programs.

FINANCIAL IMPACT:

The funds for both Agreements under consideration are derived through the FMAAA for operating the Senior Programs under Title III of the Federally funded Older Americans Act. The individual grant amount for Site Management has decreased from $28,000 last year to $24,000 this year (there was also an additional $28,000 provided for Site Management at mid-year last year). The Transportation grant differs by a few dollars from last year's amount ($16,866 this year versus $16,675 last year).

The recommended actions provide revenues that have been included in the Fiscal Year 2018-2019 City Budget proposed to Council at the July 5th Regular Meeting. The acceptance of the grants requires the City to provide 10% of the grant amount as matching funds from program donations and the City's General Fund; the match has also been anticipated in the adopted FY 2018-2019 City Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Madera 2025 strategies:

342.3 Collaborate with agencies to provide support and opportunities for seniors.

121.4 Continue to provide discount fares for seniors and people with disabilities.

407 Develop programs for elderly adults that promote independent living and social activity.

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR SITE MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older at congregate senior sites and via the meals on wheels program; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports these activities; and

WHEREAS, the FMAAA has prepared an Agreement to provide the City $24,000 in funding for the Site Management of Senior Services; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA 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 with the FMAAA for Site Management, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. Participation in the activities contemplated by this Agreement as of July 1, 2018, is hereby ratified.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

* * * * * * * *

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR THE TRANSPORTATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older including a subsidized bus ticket program; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports this activity; and

WHEREAS, the FMAAA has prepared an Agreement which provides the City $16,866 in funding for the Transportation Program; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA 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 with the FMAAA for the Transportation Program, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. Participation in the activities contemplated by this Agreement as of July 1, 2018, is hereby ratified.
5. This resolution is effective immediately upon adoption.

* * * * * * * *

Agency on Aging
Serving Fresno & Madera
Connecting the Community

Fiscal Year 2018-2019 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 19-0147
Site Management

Summary of Substantive Revisions
Fresno-Madera Area Agency on Aging
Fiscal Year 2018-2019 Area Plan Service Provider Contracts

Article V, Assurances	
	Section H, Information Integrity and Security, Paragraphs 2 and 2.a
	128-Bit encryption required for data that is confidential, sensitive, and/or personal information, including data stored on all computing devices.
	New paragraph added to prohibit use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs).
	Section H, Information Integrity and Security, Paragraph 4.a
	Information Security Awareness Training renamed to Privacy and Information Security Awareness Training; hard copy no longer available. (Training must be completed online.)
	Section H, Information Integrity and Security, Paragraph 6
	Contractor/Vendor Confidentiality Statement (Appendix C) renamed to Information Integrity and Security Statement.
Article VII, Budget and Budget Revision	
	Section D, Program Specific Funds
	Paragraphs 1.d (permitted deferral of excess program income to first quarter of following contract year) and 1.e (use of deferred program income by last day of fiscal year) from fiscal year 2017-2018 contract deleted; paragraphs f-h renumbered to d-f.
	Paragraph 2.b.1) from fiscal year 2017-2018 contract deleted (permitted purchase of equipment with one-time-only funds).
Article VIII, Payment	
	Section A, Payment
	Last sentence added, pertaining to monthly expenditure reports: *The report shall include all costs and funding sources for the month prior.*
	Section G, Closeout
	Paragraph 1 revised to include requirement for submittal of Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging (FMAAA 32) with Financial Closeout Report.
Article XI, Property	
	Section B
	Paragraphs 1 and 2 revised to change definition of Property.
	Paragraph 2.a added to prohibit purchase and use of portable electronic storage media.

Paragraph 3 from fiscal year 2017-2018 contract deleted and incorporated in revised first paragraph of Section B (Property acquired under this agreement which meets any of the following criteria . . .).
Section D
New paragraph added re: requirement to submit detailed listing of planned Equipment/Property purchases on page 4 of Budget, and requirement for justification and prior approval from CDA required for Equipment/Property with per unit cost of $500 or more.
Sections E-P from fiscal year 2017-2018 contract renumbered to F-Q
Section I
Revised to include requirement for submittal of Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging (FMAAA 32) with Financial Closeout Report.
Section J
Revised regarding process for disposal of property and change of form number of Request for Dispose of Property from CDA 248 to FMAAA 248.
Section K
Revised regarding sanitizing of computing devices prior to disposal, and providing documentation of sanitation to the FMAAA with the Request to Dispose of Property (form number changed from CDA 248 to FMAAA 248).
Section L
Revised to reflect form number change of Request to Dispose of Property from CDA 248 to FMAAA 248.
Section M
Revised to include property purchased or financed with matching funds, monetary donations, and in-kind donations as property for which the State reserves title.
Section Q
Section Q from fiscal year 2017-2018 contract deleted, as its content is addressed in Section D of Article XI.
Article XVII, Termination
Section A, Termination Without Cause
Item 1. First sentence revised: The Agency on Aging may terminate performance of work *at any time during the Agreement term . . .* Second paragraph added re: Agency on Aging to provide minimum of 30 days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the Agreement term.

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of **all** contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

*Enter **original signatures in ink** on **both** sets of documents; type entries on each form.*

- ☐ **Page 2, Area Plan Grant Award Contract Signature Page** *(Page 2a for City of Fresno)*
  Must include signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; and signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
  Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Contractor Certification Clauses**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Information Integrity and Security Statement**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
  Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A).

The following contract documents require typed entries on both sets of documents:

- ☐ **Appendix D, Method of Providing Audit Compliance**
- ☐ **Exhibit B, Budget**
- ☐ **Exhibit E, Program Narrative**
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

- ☐ 1. **List of all proposed subcontractors for this Agreement** *(if any)*, **and, following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.**
- ☐ 2. **Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- ☐ 3. **Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ 4. **Organizational chart**, *including names and position titles for contracted program*
- ☐ 5. **Job Description and Resume** *of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*
- ☐ 6. **List of Governing Board members**
- ☐ 7. **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ 8. **Current documents** *(i.e. flyers, brochures) used to promote the **contracted program***

Area Plan Grant Award

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Documents Required to Execute Contract i

CONTRACT 1

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EXHIBITS

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Budget ..... Exhibit B
Annual Summary of Activities ..... Exhibit C
Program Cost Efficiency ..... Exhibit D
Program Narrative ..... Exhibit E
Service Provider Emergency Resource Information ..... Exhibit F

CONTRACT BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

A. Name and principal address of service contractor (hereinafter referred to as service provider):

City of Madera
701 East 5th Street
Madera, CA 93638

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2018 to June 30, 2019, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2018 through September 30, 2018 period may be incurred after September 30, 2018. No expenditure or obligation for the funding allocation for the October 1, 2018 through June 30, 2019 period may be incurred after June 30, 2019.

D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on April 18, 2018				
Federal Grantor:	U.S. Department of Health and Human Services			
Pass Through Grantor:	Fresno-Madera Area Agency on Aging			
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045			
Contract No.:	19-0147	Service:	Site Management	
Site	**July 2018-September 2018**		**October 2018-June 2019**	**FY 2018-2019 Grant Amount**
Frank Bergon Senior Center	$4,000		$12,000	$16,000
Pan American Community Center	$2,000		$6,000	$8,000
Total Fiscal Year 2018-2019 Grant Award:				**$24,000**

E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.

F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.	Date
Mary Anne Seay	Director of Parks and Community Services
Type Name	Title
Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
Andrew J. Medellin	Mayor
Type Name	Title

94-6000365
Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jean Robinson	Executive Director
Type Name	Title

ADDENDUM TO

CONTRACT NO. 19-0147

BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

The following provisions of the Area Plan Grant Terms and Conditions Declaration (Articles I through XX) attached thereto, are modified as follows:

Article XV, Insurance, Section J (pages 42-44):

Now, therefore, the Fresno-Madera Area Agency on Aging and the City of Madera agree to the following:

The Fresno-Madera Area Agency on Aging shall indemnify and save harmless the City of Madera, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the Fresno-Madera Area on Aging, its officers, agents, employees and/or servants in connection with this Agreement.

The City of Madera shall indemnify and save harmless the Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the City of Madera, its officers, agents, employees, and/or servants in connection with this Agreement.

FRESNO-MADERA AREA AGENCY ON AGING
AREA PLAN GRANT AWARD
TERMS AND CONDITIONS DECLARATION

Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award. This Agreement incorporates the terms and conditions which support an award of Area Plan Funds.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.

B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.

C. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.

D. "CCR" means California Code of Regulations.

E. "CFR" means Code of Federal Regulations.

F. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

G. "Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

H. "OAA" means Older Americans Act.

I. "OMB" means the federal Office of Management and Budget.

J. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:

1. Voluntary contributions received from a participant or responsible party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of items fabricated under a contract Agreement.

K. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.

L. "Reimbursable item" also means "allowable cost" and "compensable item."

M. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.

N. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor Agreements that provide for the provision of goods or services to the Contractor during the Contractor's performance of this Agreement.

O. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

P. "USC" means United States Code.

Q. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.

R. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Older Americans Act of 1965 and Amendments of 2016 (OAA as amended).

2. Other applicable federal statutes and their implementing regulations.

3. Older Californians Act.

4. Title 22 CCR §7000 et. seq.

5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.

6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

7. Program memos and other guidance issued by the California Department of Aging.

ARTICLE II. AGREEMENT

A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.

B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.

C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

ARTICLE III. TERM OF AGREEMENT

A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.

B. The term of this Agreement is from July 1, 2018, through June 30, 2019, at which time the Agreement expires, subject however, to earlier

termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.

C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

A. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.

2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.

5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.

6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]

b. Have not, within a three-year period preceding this Agreement, 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Section B.1 of this Article.

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

2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.

3. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

D. Law, Policy and Procedure, Licenses, and Certificates

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

2. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.

2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:

   a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than 10 (ten) percent.

   b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than 20 (twenty) percent, including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]

3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

5. The Contractor shall make staff available to the Agency on Aging for training and meetings, which the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (Appendix B), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities (Title VI of the Civil Rights Act of 1964)

   Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

   Contractor shall, unless exempted, ensure compliance with the requirements of California Government Code §11135 et seq., and 2 CCR §11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323]

3. California Civil Rights Laws

   The Contractor shall ensure compliance with the requirements of California Public Contract Code §2010. The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (California Civil Code §51) and the Fair Employment and Housing Act (California Government Code §12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]

5. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital

status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CCR §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

6. Adhere to 48 CFR 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Public Law 112-239 enacted January 2, 2013), applies to this Agreement.

7. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. (1 USC 7 §3 of the Defense of Marriage Act)

8. The Contractor shall not require proof of age or citizenship as a condition of receiving services.

9. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

10. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

H. Information Integrity and Security

1. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, §5300-5365.3; California Government Code §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; CDA Program Memorandum 07-18, Protection of Information Assets; and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

a. Information collected and/or accessed in the administration of Agency on Aging programs and services.

b. Information Assets may be in hard copy or electronic format and may include, but are not limited to:

1) Reports;

2) Notes;

3) Forms;

4) Computers, laptops, cellphones, printers, scanners;

5) Networks (LAN, WAN, WIFI), servers, switches, routers;

6) Storage media, hard drives, flash drives, cloud storage;

7) Data, applications, databases.

2. Encryption of Portable Computing Devices

The Contractor and its Subcontractors/Vendors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information, including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media).

a. Use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.

3. Disclosure

a. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive, and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive, and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. "Personal Identifying Information" shall include, but not be limited to: Name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

d. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive, and/or personal identifying

information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

e. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized by law or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the Agency on Aging without prior written authorization from the Agency on Aging. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

f. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Privacy and Information Security Awareness Training

a. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive, and/or personal identifying information must complete the required Privacy and Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security and Privacy, at the following URL:

http://www.aging.ca.gov/ProgramsProviders/

b. Privacy and Information Security Awareness Training must be completed within thirty (30) days of the start date of the Contract/Agreement; within thirty (30) days of the start date of any new employee, Subcontractor, Vendor, or volunteer's employment; and annually thereafter.

c. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging and the California Department of Aging upon request.

5. Health Insurance Portability and Accountability Act (HIPAA)

   The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/ Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement

   The Contractor shall sign and return to the Agency on Aging the *Information Integrity and Security Statement* (Appendix C of this agreement), which is hereby incorporated by reference, and shall comply with all statutes and laws contained in the statement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA and Agency on Aging information assets from unauthorized access and disclosure.

7. Security Incident Reporting

   A security incident occurs when CDA and/or Agency on Aging information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:

   https://www.aging.ca.gov/ProgramsProviders/

8. Security Breach Notifications

   Notice must be given by the Contractor, and/or its Subcontractors/Vendors, to anyone whose confidential, sensitive, and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance

   The Contractor shall apply security patches and upgrades and keep anti-virus software up-to-date on all systems on which State and/or Agency on Aging data may be used.

10. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files, and backup files are encrypted.

11. Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

I. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section J of this Article.

2. The Contractor may request permission to copyright material by writing to the Executive Director of the Agency on Aging. The Executive Director shall forward such request to the State and shall relay the State's response to the Contractor within sixty (60) days from the date of receipt of the State's decision.

3. If the material is copyrighted with the consent of the State, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given

and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

4. Materials published or transferred by the Contractor and financed with funds under this Agreement shall: (a) state "The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data."

5. The Contractor agrees to acknowledge the receipt of all funding support from the Agency on Aging in news releases (radio, television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the Agency on Aging.

6. The Contractor shall forward a copy of all products and material developed in whole or in part with Agreement funds to the Agency on Aging for file.

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (Appendix B), which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of $100,000

If funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

a. Clean Air Act, as amended. [42 USC §7401]

b. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]

c. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]

d. State Contract Act. [California Public Contract Code §10295 et seq.]

e. Unruh Civil Rights Act [California Public Contract Code §2010]

L. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee f a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

M. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

N. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

O. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.

   a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

      i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];

      ii) Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];

      iii) Contract Work Hours and Safety Standards Act [40 USC §327-333] [29 CFR §5, 6, 7, 8]; and

      iv) Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].

   b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.

   c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making

any fund or budget transfers between construction and non-construction.

P. If this Agreement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with California Public Contract Code 10353.

Q. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:

   a. Time frames within which a complaint will be acted upon.

   b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.

   c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

2. The Contractor shall notify older individuals of the grievance process available to them by:

   a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

   b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.

3. Complaints may involve, but not be limited to, any or all of the following:

   a. Amount or duration of a service.

b. Denial or discontinuance of a service.

c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.

4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

R. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.

2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.

3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.

4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

S. Community Focal Points

The Vendor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List*.

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in 45 CFR §92.36.

3. The Contractor and its Subcontractor/Vendors shall comply with California Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

4. Travel Reimbursement

   a. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

      In State:

      - Mileage: http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx
      - Per Diem (meals and incidentals): http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx
      - Lodging: http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx

      Out of State:

      - http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx

   b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay

under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]

5. The Agency on Aging reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Agency on Aging not to be in compliance with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]

2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.

3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.

4. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR §200.302 and 45 CFR §75.302:

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.

2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.

3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.

4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the

Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.

4. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the State, Legislature, or Congress for the purposes of this program, the Agency on Aging shall have the option to either:

   a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or

   b. Offer a contract amendment to the Contractor to reflect the reduced funding for this Agreement.

5. The Agency on Aging reserves the right to increase and/or decrease funds available under this Agreement to reflect any restrictions, limitations, or conditions.

ARTICLE VII. BUDGET AND BUDGET REVISION

A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2019.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1),(f)].

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income

a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).

c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.

d. Program Income may not be used to meet the matching requirements of this Agreement.

e. Program Income must be used to expand baseline services.

f. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

b. Titles III and VII federal program OTO funds shall only be used for the following purposes:

1) Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

2) Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).

3) OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.

c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.

2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.

   a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

   b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

   c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:

   a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

   b. Title III E Family Caregiver Support Program: Approximately fifty percent (50%) of the sum of the grant award, plus the minimum matching contributions.

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging. The report shall include all costs and funding sources for the month prior.

B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contract as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.

D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.

E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.

F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.

G. Closeout

1. Contractor is required to submit the *Financial Closeout Report* for this Agreement and *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) to the Agency on Aging by July 15, 2019. If Agreement is terminated or cancelled prior to June 30, 2019, the *Financial Closeout Report* and FMAAA 32 shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.

B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.

C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.

D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.

E. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.

F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.

G. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.

H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

I. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE X. RECORDS AND REPORTS

A. Records

1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audit Requirements*, of this Agreement. This includes the following: Letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.

2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:

   a. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit Branch;

   b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and

   c. For such longer period as the Agency on Aging or the State deems necessary.

3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared

to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.

5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302 and 45 CFR §75.302, the expenditures will be questioned in the audit and may be disallowed by the Agency on Aging or the State during the audit resolution process.

6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.

2. The Contractor shall assure that all fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.

3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.

4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a "first in-first out" method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this Agreement, which meets any of the following criteria, is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $500 (a desktop or laptop setup is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).

a. Purchase and use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor must submit a detailed listing of planned Equipment/Property purchases in its budget to the Agency on Aging (*Schedule of Program/Site Supplies and Equipment Purchases*, page 4 of Exhibit B, *Budget*). Equipment/Property with per unit cost of $500 or more requires justification and prior approval from the California Department of Aging.

E. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:

1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.

2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.

3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds, Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.

F. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; fund source; and specific location of the property.

G. The Contractor shall maintain a cumulative inventory, including the Asset Tag number and all information required by Section F of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

H. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the Asset Tag number on the cumulative inventory records maintained by the Contractor for this Agreement.

I. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and submit *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) with the annual Financial Closeout Report to the Agency on Aging. Corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

J. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the California Department of Aging, through the Agency on Aging, for all reportable property as defined in Section B of this Article. The Contractor shall submit a *Request to Dispose of Property* (FMAAA 248) to the Agency on Aging to request disposal of property.

Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is provided by the California Department of Aging and the Agency on Aging notifies the Contractor of the State's instructions for disposition of property.

Once property has been disposed as per the State's authorization and instructions, the item(s) shall be removed from the Contractor's inventory report.

K. The Contractor must sanitize property (remove all confidential, sensitive, or personal information) prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops. The Contractor must attach documentation of sanitation of such devices to the *Request to Dispose of Property* (FMAAA 248) requesting property disposal.

L. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (FMAAA 248) and provide it to the Agency on Aging.

M. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, including property acquired with grant funds, matching funds, monetary donations, and in-kind donations as entered on the budget, budget revisions, and/or closeout report for this Agreement, unless otherwise required by federal law or regulations.

N. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.

O. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.

P. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

Q. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

R. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.

B. The Contractor shall cooperate with the Agency on Aging and the State in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

ARTICLE XIV. AUDIT REQUIREMENTS

A. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521.

A copy shall be submitted to the:

Fresno Madera Area Agency on Aging
3837 North Clark Street
Fresno, California 93726

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

B. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041 Special Programs for the Aging – Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII, Chapter 3)

93.042 Special Programs for the Aging – Title III-B/VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title III-B/VII-A, Chapter 2)

93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)

93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)

93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)

93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)

93.053 Nutrition Services Incentive Program (NSIP)

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR §75 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75, Subpart F, Audit Requirements] [formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.

D. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the Financial Closeout Report.

E. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Contract resolution includes:

1. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521 as summarized in Section F of this Article;

2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;

3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did

not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).

4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.100 et. seq.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles and 45 CFR §75, Subpart E-Cost Principles.

   [2 CFR §200.302] [45 CFR §75.302]

5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

F. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements:

1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9)

months after the end of the audit period, whichever occurs first. [2 CFR §200.512] [45 CFR §75.515]

2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509] [45 CFR §75.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514] [45 CFR §75.514]

4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515] [45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements.

G. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Agency on Aging shall have access to all audit reports and supporting work papers, and the Agency on Aging has the option to perform additional work, as needed.

H. A reasonably proportionate share of the costs required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act, 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

   a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425] [45 CFR §75.425]

I. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.

J. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. **General Liability** of not less than $1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).

2. **Automobile Liability, including non-owned auto liability**, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

   If applicable, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:

   - $ 750,000 if seating capacity is under 8.
   - $1,500,000 if seating capacity is 8–15.
   - $5,000,000 if seating capacity is over 15.

3. **Professional Liability** of not less than $1,000,000 as it appropriately relates to services rendered. Coverage shall include errors and omissions.

B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.

D The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

> "The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement."

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its address (3837 N. Clark St., Fresno, CA 93726) must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.

G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.

H. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Labor Code §3700]

I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:

1. The Contractor or any subcontractors for any Title III or Title VII services shall not use means tests.

2. Any Title III or Title VII client who does not contribute toward the cost of the services received shall not be denied services.

3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.

4. Each Service Provider will:

   a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;

b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;

c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

d. Establish appropriate procedures to safeguard and account for all contributions.

e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement at any time during the Agreement term, without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest, upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice.

The Agency on Aging may, at its discretion, decline to negotiate additional one-year Agreement periods with the Contractor beyond the initial one-year contract award term, or, as a result of the Request for Proposal process, reject the Contractor's proposal for provision of service beyond the term of this Agreement; in such cases, the Agency on Aging shall provide a minimum of thirty (30) days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the term of this Agreement.

The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice.

The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.

3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

   a. In case of threat of life, health, or safety to the public.

   b. A violation of the law or failure to comply with any condition of this Agreement.

   c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

   d. Failure to comply with reporting requirements.

   e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Agency on Aging or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

   f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

   g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.

h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

i. The commission of an act of bankruptcy.

j. Finding of debarment or suspension.

k. The Contractor's organizational structure has materially changed.

l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.

m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.

2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.

3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.

C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (Appendix G, *Appeal Procedure for Service Providers*)

D. Contractor's Obligation After Notice of Termination

1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

   The Contractor shall:

   a. Stop work as specified in the Notice of Termination;

   b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;

   c. Terminate all subcontracts to the extent they relate to the work terminated;

   d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and

   e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.

B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal.*

C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.

D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.

C. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.

C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR SITE MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older at congregate senior sites and via the meals on wheels program; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports these activities; and

WHEREAS, the FMAAA has prepared an Agreement to provide the City $24,000 in funding for the Site Management of Senior Services; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA 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 with the FMAAA for Site Management, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. Participation in the activities contemplated by this Agreement as of July 1, 2018, is hereby ratified.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

* * * * * * * *

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

City of Madera	94-6000365
Contractor/Vendor Name (Typed)	*Federal ID Number*
Authorized Signature	*Date Executed*

Mary Anne Seay - Director of Parks and Community Services

Name and Title of Person Signing (Typed)

CONTRACTOR CERTIFICATION CLAUSES

Source: State of California CCC 04/2017

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.
   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.
5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by

authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
    a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
    b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
    c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the Statements below.

City of Madera	19-0147
Contractor/Vendor Name (Typed)	*Contract Number*
Authorized Signature	*Date*

Mary Anne Seay - Director of Parks and Community Services

Name and Title of Person Signing (Typed)

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

- All employees/subcontractors of the Contractor/Vendor will complete the required Privacy and Information Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor, and annually thereafter.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

- I agree to protect the following types of confidential information which include but are not limited to:
  - Social Security number.
  - Medical information.
  - Claimant and employer information.
  - Driver's License information.
  - Information about individuals that relates to their personal life or identifies or describes an individual.
  - Other agencies' confidential and proprietary information.
  - Criteria used for initiating audit selection.
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
  - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
  - Securing confidential information in approved locations.
  - Never removing confidential information from the work site without authorization.

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

1. **Review Article XIV of this Agreement (Audit Requirements).**

2. Place an **X** in the appropriate box below:

- [x] An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

- [ ] An independent audit shall be performed and a copy submitted to the Agency on Aging.

- [ ] All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →	June	30	2019
	Month	Day	Year

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Fiscal Reports

*Expenditure Reports by Program

Title III B, Title III C, Title III D, and Title VII Programs ***Due 15th of each month***

- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program ***Due 15th of each month***

- Title III E Monthly Report of Expenditures

Health Insurance Counseling and Advocacy Program ***Due 15th of each month***

- HICAP Monthly Report of Expenditure/Request for Funds *(CDA 245)*

Long-Term Care Ombudsman Program ***Due 15th of each month***

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund *(CDA-OMB-300)*

** Payments are made by the last day of the month for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
  - Due by March 15th
- **Annual Financial Close Out Report and FMAAA 32, *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging***
  - Due by July 15th with exception of HICAP
    - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
    - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
  - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property (FMAAA 248)**
  - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report *(Form 186M)* ***Due 7th working day of each month***

- **Title III B Adult Day Care**
  - Attach Q Monthly Service Roster, associated Client Intake Forms, and Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**
- ***Health Insurance Counseling and Advocacy Program (HICAP)**
  - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

**Due date subject to California Department of Aging notifications*

Monthly Title III C ***Due 7th working day of month***
*Elderly Nutrition Program Reports

****See Policy and Procedure Manual, provided to Site Coordinator, for full instructions***

- Q Monthly Service Roster with client signatures and a "1" entered for each meal
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed July 1, 2018 or later)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

Quarterly Reports ***Due 15th of month following reporting period***

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022)*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*

Quarterly Reports ***Due 30th of month following reporting period***

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:

1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
2. Financial reports do not include program income and the required match of funds;
3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.

B. Is not financially stable;

C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;

D. Has not conformed to terms and conditions of previous awards; or

E. Is otherwise not responsible, for which examples include, but are not limited, to:

1. Financial or program reports are late, incorrect, or incomplete;
2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
3. Corrective action plans are not implemented by the due date;
4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or

6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

A. Withholding of funds;

B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;

C. Requiring preparation and implementation of an acceptable corrective action plan;

D. Additional contract monitoring;

E. Requiring the Contractor to obtain technical or management assistance;

F. Establishing additional prior approvals; and/or

G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

A. The nature of the sanctions;

B. The reason(s) for imposing them;

C. The effective date of the sanctions;

D. The legal or contractual citation upon which the sanction is based;

E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and

F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G

FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:

1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
3. Denial of an application to provide services when any of the following exist:
    a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
    b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
    c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.

D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.

B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.

C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:

1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;

2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.

E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:

1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;

2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.

1. The hearing before the Agency on Aging Governing Board shall consist of:

a) Receipt and review of all previously submitted documents concerning the appeal;

b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;

c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.

2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.

   a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING
CONTACT LIST FOR SERVICE PROVIDERS

Telephone Number for All Contacts: (559) 600-4405

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Administrative & Program Monitoring (excluding Nutrition and Adult Day Care) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Yvonne Hamilton Administrative Analyst Email: yhamilton@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Supply Order Forms Nutrition Site Monitoring Adult Day Care Site Monitoring
Peggy Bakeman Jessica Jacobo Lopez Program Coordinators Email: pbakeman@fmaaa.org jjacobolopez@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

Fresno-Madera Area Agency on Aging
3837 N. Clark St.
Fresno, CA 93726

APPENDIX I

FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 600-4405 (800) 510-2020

Executive Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 930-5847

Administrative Manager, Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 270-9939

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals.* (42 USC Section 3002 (21))

Planning and Service Area 14 - Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Madera

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
205 West 4th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Madera, CA 93637

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

9	4	-	6	0	0	0	3	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Mark Etheridge | **Date ▶** 7/6/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT A

TITLE III PROGRAM EXHIBIT
Title III C1 – Elderly Nutrition Program Site Management

I. Definitions Specific to Title III Programs:

A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC §3001-3058]; the Code of Federal Regulations (CFR) [45 CFR §1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; California Department of Aging Program Memoranda; and California Retail Food Code (CRFC).

B. **Title III C1 Congregate Nutrition Services** is defined as nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans. To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria:

1. Be open to the public [45 CFR §1321.53(b)(3)].
2. Not means test [OAA §315(b)(3)].
3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service [OAA §315(b)(4)] [22 CCR §7638.9].
4. Not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR §200.403(f)].

C. **Title III C2 Home-Delivered Nutrition Services** is defined as nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans.

D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7].

E. **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

F. **CRFC** means the California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq., California Health and Safety Code.

G. **Urban**, for purposes of this Agreement, is defined as: 1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000; and 2) and incorporated place or a census designated place with 20,000 or more inhabitants. A rural area is any area that is not defined as urban.

H. **Eligible Participant** is defined as:

1. Congregate Meals: Individuals eligible to receive a meal at a congregate nutrition site are:
    a. Any older individual (sixty (60) years of age or older).
    b. The spouse of any older individual.
    c. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

    [22 CCR §7638.7(a)(1)-(4)]

2. Volunteer Meals

   a. The Contractor may offer a meal to a volunteer under age sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR §7638.7(b)(1)]

   b. The Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR §7638.7(b)(2)]

3. Home-Delivered Meals: Individuals eligible to receive a home-delivered meal are:

   a. Any older individual (sixty (60) years of age or older) who is frail (as defined in paragraphs i. 1) and i. 2) below); homebound by reason of illness or disability; or otherwise isolated. [22 CCR §7638.7(c)(1)] These individuals shall be given priority in the delivery of services. [45 CFR §1321.69(a)]

      i. Frail means that an older individual is determined to be functionally impaired because the individual either:

         1) Is unable to perform at least two activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring, and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; [22 CCR §7119(a)] or

         2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others. [22 CCR §7119(b)]

   b. A spouse of an eligible individual as described in item H.2.a above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual. [22 CCR §7638.7(c)(2)]

   c. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program. [22 CCR §7638.7(c)(3)]

   [22 CCR §7638.7(c)]

I. **Current Meal Rate** is defined as the current vendor meal rate plus an additional amount established by the Fresno-Madera Area Agency on Aging (Agency on Aging) to recover costs associated with this process.

J. **Eligible Meal** is defined as meals served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and complies with the most current Dietary Guidelines for Americans.

K. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and Agency on Aging mandated training in compliance with Title 22, CCR §7635.5.

II. Scope of Work

The service provider is charged with providing site management services to the "eligible service population" within the service provider's area of influence as specified in Exhibit E, Item 2 of this Agreement.

A. Assurances

1. The service provider will comply with all the Program Requirements and those required under the California Retail Food Code (CRFC).

2. Meal Count Allocation

   a. The service provider will be charged at the current established meal rate for all meals ordered in excess of the number of eligible meals served to the Eligible Participants within the Title III C program. Participant eligibility is as defined in Title 22, CCR, Article 5, §7638.7.

   b. The Agency on Aging reserves the right to allocate meal quantities for the Elderly Nutrition Program. The service provider may be held financially responsible, at the Current Meal Rate, for all meals ordered which exceed the site's assigned allocation. The Agency on Aging has the option to increase or decrease the meal target allocations to individual sites in the event of changes in available funding, or changes in average service levels at individual meal sites.

   c. Only those meals that are served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans, are allowable and counted as meals served.

3. Site Management Responsibilities

In compliance with Title 22, CCR, Article 5, and the Agency on Aging Nutrition Policies and Procedure Manual provided to the service provider's site coordinator, the service provider will:

a. Assure accurate and timely completion of Client Intake forms, client rosters, daily meal sign-in sheets, Client Deactivation requests, and Nutrition Volunteer Summary reports for the Congregate and Home-Delivered Meals programs;

b. Verify and order meal counts for Congregate (C1) and Home-Delivered (C2) meals no later than 12:00 noon the business day prior to the service day;

c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation levels (however, this is not to be construed that the service provider is precluded from serving above allocation levels assigned by the Agency on Aging by using donations or other sources of revenue to supplement the number of meals;

d. Comply with all Title III C Program and CRFC requirements for client eligibility, and meal service safety and sanitation practices;

e. Maintain separate and verifiable records of all program income and expenses for Congregate (C1) and Home-Delivered (C2) meals (all donations received from C1 clients must be expended on C1 costs, and all donations received from C2 clients must be expended on C2 costs);

f. Assess new and continuing home-delivered meal clients for program eligibility. Reassessments of home-delivered meal clients are to be completed quarterly, alternating two in-home visits per year with two telephone reassessments;

g. Assess new and continuing Congregate Meals clients for program eligibility. Congregate Meals client reassessments are to be conducted at least once during each fiscal year.

h. Ensure client records are available only to authorized service staff assisting the individual, and keep client records in a secure, locked file cabinet to protect client confidentiality.

i. Recruit volunteers as needed to provide in-center services for the Congregate (C1) and Home-Delivered (C2) Meals programs, and provide orientation, training, and supervision. A minimum of four hours of training shall be provided

annually for all volunteer food service staff, to include, at a minimum:

i) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Points (HACCP) principles.

ii) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.

j. Identify and make known available services to eligible individuals through outreach efforts in their community;

k. Attend Agency on Aging Site Management in-service training meetings as required;

l. Comply with all Agency on Aging monthly memos and other Agency on Aging correspondence;

m. Procure and maintain food service and cleaning supplies inventories;

n. Post menus in a location easily seen by participants at each congregate meal site; ensure menus are legible and easy to read in the language of the majority of the participants; and ensure menus are available in large print;

o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;

p. Have a paid staff member, or volunteer, designated to be responsible for the day-to-day activities at each congregate meal site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place;

q. Have restrooms, lighting, and ventilation which meet the requirements of the CRFC;

r. Include procedures for obtaining the views of Congregate Meals Program participants about the services received;

s. Have equipment at congregate meal sites, including tables and chairs, that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization;

t. Provide a welcoming, pleasant dining environment for congregate meals that affords older adults an opportunity for socialization with their peers and enhancement of a healthy and enriching lifestyle; and

u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to local law enforcement.

Additional Assurances

A. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

B. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.

C. All reports required by the Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.

D. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

IV. Approved Holidays for Nutrition Sites

There are a total of nine recognized holidays (ten days) in which food service will not be provided by central kitchens to congregate meal sites and sites are assumed to be closed:

Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Veterans Day	Monday, November 12, 2018
Thanksgiving Holiday	Thursday, November 22, 2018 and Friday, November 23, 2018
Christmas Holiday	Tuesday, December 25, 2018
New Years Holiday	Tuesday, January 1, 2019
Martin Luther King Jr. Day	Monday, January 21, 2019
Presidents Day	Monday, February 18, 2019
Memorial Day	Monday, May 27, 2019

EXHIBIT B

Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please return two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

(Revised May 2018)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2018-19

CONTRACTING AGENCY: City of Madera **CONTRACT NO:** 19-0147

PROGRAM: Title III C1 - Elderly Nutrition Program Site Management **REVISION NO:**

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Community Service 1. Coordinator	Salary	100.0%	51,929	50.00%		1,090	909	23,965		25,964
2. Program Leader Bergon	Salary	75.0%	18,720	50.00%	9,360					9,360
3. Program Leader Bergon	Salary	37.5%	8,580	46.67%	1,858			2,146		4,004
4. Program Leader Pan Am	Salary	75.0%	18,720	50.00%	9,360					9,360
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries				***Page 2 Line 1 a -----***>	20,578	1,090	909	26,111		48,688
Total Payroll Taxes				***Page 2 Line 1 b -----***>	926	21	17	556		1,520
Total Benefits				***Page 2 Line 1 c -----***>	2,496	689	574	15,404		19,163
TOTAL PERSONNEL COSTS				***Page 2 Line 1 -----***>	24,000	1,800	1,500	42,071		69,371

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2018-2019

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management

CONTRACT NO: 19-0147
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	20,578	1,090	909	26,111		48,688	
b. Payroll Taxes	926	21	17	556		1,520	
c. Employee Benefits & Work. Comp.	2,496	689	574	15,404		19,163	
1. PERSONNEL COSTS	24,000	1,800	1,500	42,071		69,371	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	24,000	1,800	1,500	42,071		69,371	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	24,000	1,800	1,500	42,071		69,371	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of **$500 including taxes, shipping and installation**)
** List all proposed purchases on page 4 of **single or individual** items with a cost in excess of **$100 including taxes, shipping and installation**.

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management

CONTRACT NO: 19-0147
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	24,000	
2. Program Donations:		
Current Year Program Donations	1,800	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations	1,500	
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	42,071	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	69,371	
Total from Page 2, Columns F and G	69,371	
Variance (must be zero)	*0*	*0*

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPIES AND EQUIPMENT PURCHASES: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Elderly Nutrition Program Site Management

CONTRACT NO: 19-0147
REVISION NO:

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	**PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:**							
a								
b								
c								
d								
e								
f								
g								
h								
i								
j								
k								
l								
m								
n								
o								
p								
q								
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
2	**PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:**							
a								
b								
c								
d								
e								
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM: Elderly Nutrition Program Site Management

SERVICE PROVIDER: City of Madera

CONTRACT NUMBER: 19-0147

SITES: Two Sites in City of Madera (see below)

CONTRACT EFFECTIVE: July 1, 2018 to June 30, 2019

GOAL: The goal of the Elderly Nutrition Program is to reduce hunger and food insecurity; promote health and well-being; promote socialization; and delay adverse health conditions of older individuals.

DEFINITION: **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

Congregate Nutrition Meal Sites
Frank Bergon Senior Center
Pan American Community Center

Meals are subject to allocation and reallocation at any time by the Agency on Aging based upon available funding and nutrition program participation. When allocations are imposed, any meals allocated but not served revert to the Agency on Aging for reallocation.

EXHIBIT D

PROGRAM COST EFFICIENCY

Not Applicable –

Elderly Nutrition Program
Site Management

EXHIBIT E
PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	**Year Established**

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.

Program/Service	# of Years
Congregate Nutrition	34
Transportation	19
Health & Wellness Presentation / Fitness Classes	15
Recreational Activities	34

2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
Frank Bergon Senior Center 238 South D Street	Madera	93638
Pan-American Community Center 703 E Sherwood Way	Madera	93638

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	x	x	x
Spanish	x	x	x
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other:_____			

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?
The City of Madera has a translation technology system from an institute of Local Government (ILG) grant. The system is available to residents at council meetings and other large community events. Fifty such devices are available for special presentations to the senior population; they can also be used for those who are hearing impaired.

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?
There are several City staff and volunteers who are fluent in Spanish which is the common spoken other language. If other languages are needed, staff is available to assist.

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*
Confidentiality with participants is done in a private closed office.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
Staff completes the intake form in a closed office and all records are kept in a locked cabinet and secured in the designated area. In-service regarding the need for confidentiality is continually given at staff meetings and no information is provided without the Director's approval.

EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Title III C Nutrition Site Management

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.
Nutrition site management is provided at two senior centers located in the City of Madera. The two sites serve a nutritious meal to senior aged 60+ during the weekday (excluding Holidays). Program leaders are responsible for food safety awareness and guidelines as set forth by the Agency on Aging registered dietician. There is an opportunity to foster nutrition and health education programs and have guest speakers/presentation.

What was the primary accomplishment achieved by the contracted program in the past year?
By having a nutrition meal program, we are able to assist the homeless and low income senior with a balanced meal they might otherwise not have due to lack of resources. An added bonus is the senior can socialize and eat a meal together.

Please describe another accomplishment achieved by the contracted program in the past year.
The nutrition program provided at our two senior sites 15,762+ senior meals which is an increase over last year by 1,460 meals. The meals contained fresh fruits and vegetables daily along with a variety of salads (summer months only) that they may not have had due to financial situations.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.
A senior shares: I have been coming to the Frank Bergon Center for around 15 years. It gives me a place to come and enjoy myself and relax. I take care of my husband who had a stroke, and it gives me a little outing. I come down, have coffee and snacks and also a very good lunch. Thank you very much for a place to go.

EXHIBIT E
PROGRAM NARRATIVE

7. **STAFFING**

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Corinne Long	Community Service Coordinator
Susan Gonzales	Program Leader – Pan American
Martha Pleitz	Program Leader – Pan American & Frank Bergon
Lauren Magdaleno	Program Leader – Frank Bergon
Marcella Zamilpa	Program Leader – Pan American

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Corinne Long	Community Services Coordinator
Name	*Title*

559-661-5489	cfolk@cityofmadera.com
Telephone Number	*E-mail Address*

→ ***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

8. SERVICE PROVIDER TIME FRAME

What days and hours will the Nutrition Site Management program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Frank Bergon Senior Center	M-T-W-Th-F	10:00 am	1:00 pm
Pan-American Community Center	M-T-W-Th-F	10:00 am	1:00 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2018	7/4/18	20
August 2018		23
September 2018	9/3/18	19
October 2018	10/8/18	22
November 2018	11/12/18, 11/22/18, 11/23/18	19
December 2018	12/25/18	19
January 2019	1/1/19, 1/21/19	21
February 2019	2/18/19	19
March 2019		21
April 2019		23
May 2019	5/27/19	22
June 2019		20
Total Days of Contracted Service to be Provided under this Agreement:		**248**

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.
Volunteer's retention rate still continues to be low, so we are training other part-time staff to assist the site program leader with making wellness calls to our nutrition participants who have not attended during the last month.

How would participants of the contracted program benefit from these improvements?
➢ Placing nutrition calls will enable staff to inquire about their wellness and give opportunity to provide resource information, if needed. ➢ Placing the calls will assist staff in providing menu information and generate regular program attendance and a healthier participant. ➢ During the call the participant will not feel isolated and our goal is to let them know they are valued and missed and invite them back.

Describe the specific steps your organization will take to make these improvements during the current fiscal year.
➢ Schedule specific private time for staff to make calls ➢ Provide staff with training and resource information to offer participants ➢ Give staff the annual on-line confidentiality training ➢

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.
➢ Response from participants during the wellness call ➢ Increase in nutrition meals ordered ➢ Sign in sheets will provide the participant data

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

How does your organization reach **older adults in greatest economic need** *(income level at or below the Federal Poverty Level)* to inform them of the contracted program and welcome them to participate?
Providing information at food giveaways and farmers markets. By attending other partner events in the community. Continued partnerships with agencies such as Madera Home Health, Camarena Health Center, and Madera Food Bank.
How does your organization reach **older adults who are socially isolated** *(need caused by non-economic factors)* to inform them of the contracted program and welcome them to participate?
Though our City of Madera website information is available to the isolated seniors in the community. Our connection with Madera Home Health, Public Health Department, Behavioral Health and others benefit the isolated senior through information sharing. The Home Delivered Meal Programs provides opportunity for the City of Madera Activity guide to be given to the isolated senior and information is contained in the guide.
How does your organization reach **older adults who are of lesbian, gay, bisexual, or transgender orientation** to inform them of the contracted program and welcome them to participate?
The City of Madera activity guide is available on our City website that contains information. Our presence at local partner events with information. We post information on our facebook page, which all seniors can have access to.
How does your organization reach **older adults who are ethnic minorities**, and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?
Our partnership with local agencies that serve these particular senior needs, gives us the opportunity to reach many seniors who might not come to the senior centers or utilize social media. Though education to our partners we become a resource for the senior. We attend many community events where the information is shared.

EXHIBIT E
PROGRAM NARRATIVE

How does your organization reach **older adults who are Native Americans** to inform them of the contracted program and welcome them to participate?
Through the postings on facebook and the City of Madera website where the activity guide is available. Our partnerships with local agencies that serve the Native American senior have available information to share with the senior or refer them to us.
How does your organization reach **older adults with limited English proficiency** to inform them of the contracted program and welcome them to participate?
Seniors who attend the senior center can ask the Program Leader for assistance. Our Program Leaders speak Spanish. The activity guide on our City of Madera website is available in English and Spanish. Partnerships with Camarena Health, Public Health Department provide us with opportunities to be a resource for their participants.
How does your organization reach **older adults who live in rural areas** to inform them of the contracted program and welcome them to participate?
Information is listed in the City of Madera activity guide which is given out at rural commodities/food distribution sites. Our partnership with Madera Food Bank, Public Health Department, and Camarena Health provides us with opportunities to be a resource for their participants who attend their community events.
How does your organization reach **older adults with severe disabilities** *(severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)* to inform them of the contracted program and welcome them to participate?
We have partnerships with local agencies that serve this senior population in our community. Through their programs we are able to share the information regarding senior meals. Caregivers have the opportunity to look at our City of Madera website for more information.
How does your organization reach older adults with **Alzheimer's disease or related disorders** with neurological & organic brain dysfunction, and the caregivers of the individuals, to inform them of the contracted program and welcome these older adults to participate?
Through our community events and partnerships, we are able to provide information regarding our senior meals. Information is available on our City of Madera website through the activity guide.

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Frank Bergon Senior Center
Street Address	238 South D Street
City/ST/Zip	Madera, CA 93638

Primary Contact	Corinne Long		
Job Title	Community Services Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Secondary Contact	Mark Etheridge		
Job Title	Business Manager	E-mail	Metheridge@cityofmadera.com
Office Phone	559-661-5492	Cell Phone	

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB Radio
x	Emergency First Aid		Ham Radio
x	Cooking Facilities	x	Internet Access
x	Distribution Site for Food & Water	x	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	x	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	x	
Following a major disaster, can this site help transport older individuals to disaster services?		x
Does this site have a dedicated vehicle that is lift-equipped?		x
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	x	

How many people can this facility provide emergency shelter for?	100
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Pan American Community Center
Street Address	703 East Sherwood Way
City/ST/Zip	Madera, CA 93638

Primary Contact	Corinne Long		
Job Title	Community Services Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Secondary Contact	Mark Etheridge		
Job Title	Business Manager	E-mail	Metheridge@cityofmadera.com
Office Phone	559-661-5492	Cell Phone	

Please check all emergency services that could be provided from this site:

	Emergency Power/Generator		CB Radio
x	Emergency First Aid		Ham Radio
x	Cooking Facilities	x	Internet Access
x	Distribution Site for Food & Water	x	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	x	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	x	
Following a major disaster, can this site help transport older individuals to disaster services?		x
Does this site have a dedicated vehicle that is lift-equipped?		x
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	x	

How many people can this facility provide emergency shelter for?	390
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Internal Revenue Service

Date: October 3, 2007

CITY OF MADERA
FINANCE DEPARTMENT
205 W 4TH ST
MADERA CA 93637-3527 050

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. Bonnie Lawson #17-57098
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
94-6000365

Dear Sir or Madam:

This is in response to your request of October 3, 2007, regarding your organization's federal tax status.

Our records indicate that your organization may be a governmental instrumentality or a political subdivision of a state.

No provision of the Internal Revenue Code imposes a tax on the income of governmental units (such as states and their political subdivisions). Therefore, it has been the position of the Service that income of governmental units is not generally subject to federal income taxation. If, however, an entity is not itself a governmental unit (or an "integral part" thereof), its income will be subject to tax unless an exclusion or exemption applies.

One exclusion is provided by section 115(1) of the Code, which excludes from gross income:

> "...income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Your organization's income may not be subject to tax, either because the organization is a governmental unit (or an "integral part" thereof), or because the income is excluded under section 115. In addition, your organization may also be eligible to receive charitable contributions, which are deductible for federal income, estate, and gift tax purposes. Also, your organization is probably exempt from many federal excise taxes.

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2002-1 or its successor.

Your organization may also qualify for exemption from federal income tax as an organization described in section 501(c)(3) of the Code. If the organization is an entity separate from the state, county, or municipal government, and if it does not have powers or purposes inconsistent with exemption (such as the power to tax or to exercise enforcement of regulatory powers), your organization would qualify under section 501(c)(3). To apply for exemption, complete Form 1023 and pay the required user fee.

Sometimes governmental units are asked to provide proof of their status as part of a grant application. If your organization is applying for a grant from a private foundation, the foundation may be requesting certain information from your organization because of the restrictions imposed by the Code on such foundations. One such restriction imposes a tax on private foundations that make any "taxable expenditures." Under section 4945(d) and (h) of the Code, "taxable expenditures" include (1) any grant to an organization (unless excepted), unless the foundation exercises "expenditure responsibility" with respect to the grant; and (2) any expenditure for non-charitable purposes. Under section 4942 of the Code, private foundations must also distribute certain amounts for charitable purposes each year--"qualifying distributions"--or incur a tax on the undistributed amount. "Qualifying distributions" include certain amounts paid to accomplish charitable purposes.

Private foundation grants to governmental units for public or charitable purposes are not taxable expenditures under these provisions, regardless of whether the foundation exercises "expenditure responsibility." Under section 53.4945-5(a)(4)(ii) of the Foundation and Similar Excise Tax Regulations, expenditure responsibility is not required for grants for charitable purposes to governmental units (as defined in section 170(c)(1) of the code). Similarly, grants to governmental units for public purposes are "qualifying distributions", under section 53.4942(a)-3(a) of the regulations; and, if they are for charitable purposes, will not be taxable expenditures, under section 53.4945-6(a) of the regulations. Most grants to governmental units will qualify as being for charitable (as well as public) purposes.

Because of these restrictions, some private foundations require grant applicants to submit a letter from the Service determining them to be exempt under section 501(c)(3) and classified as a non-private foundation. Such a letter, or an underlying requirement that a grantee be a public charity, is not legally required to be relieved from the restrictions described above, when the prospective grantee is a governmental unit and the grant is for qualifying (public or charitable) purposes.

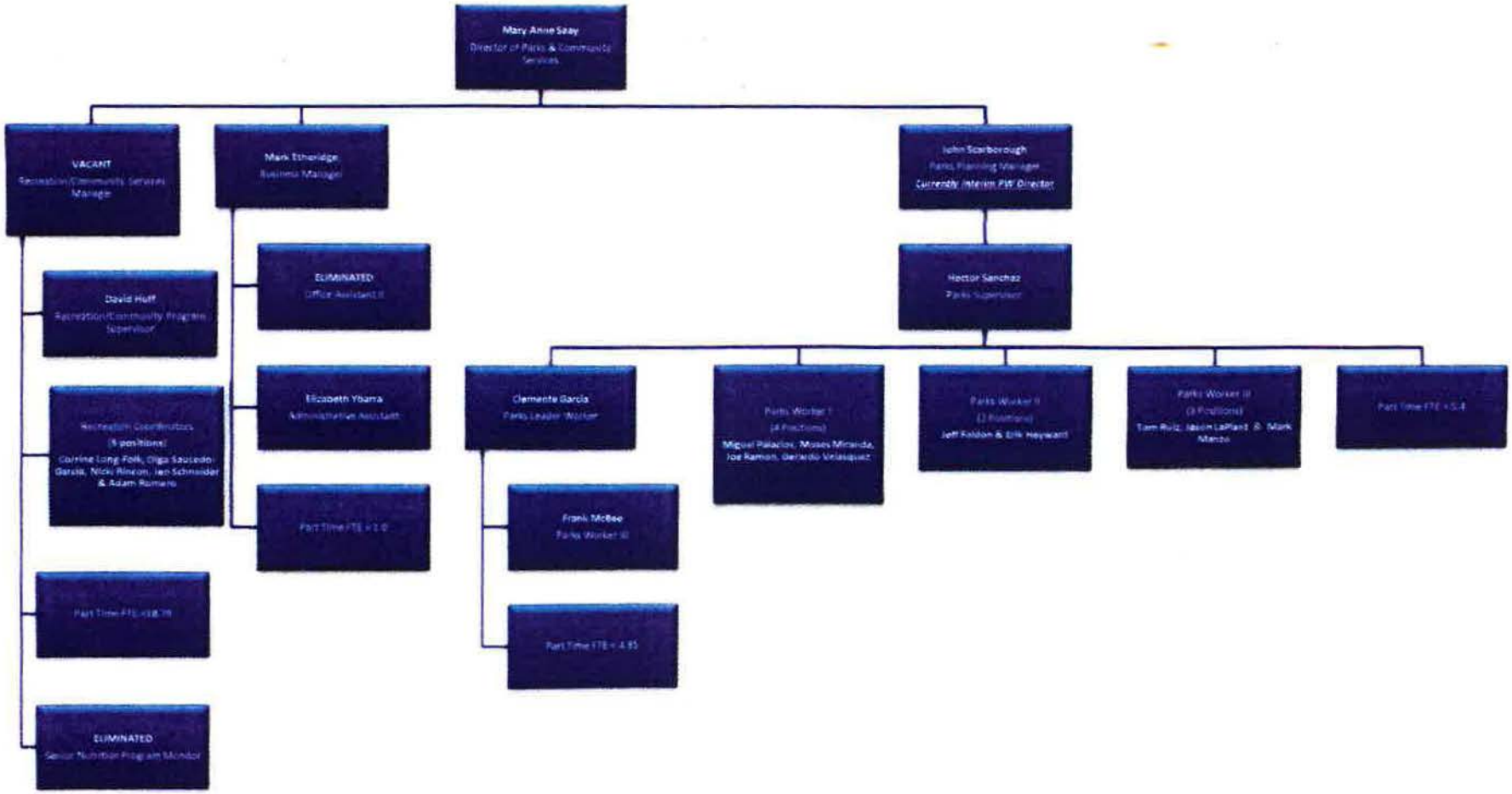
We believe this general information will be of assistance to your organization. This letter, however, is not a ruling and may not be relied on as such. If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

PARKS AND COMMUNITY SERVICES



CITY OF MADERA

DIRECTOR OF PARKS AND COMMUNITY SERVICES

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction, plans, manages, oversees and directs the operations and services of the Parks and Community Services Department which includes parks maintenance, facilities, recreation, golf course, senior services and transportation programs; coordinates activities with other City officials, departments, outside agencies and organizations; provides responsible and complex staff support to the City Council and City Administrator; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Director of Parks and Community Services** is a department head level class responsible for the overall administration and operation of the Parks and Community Services Department including parks maintenance, facilities, recreation and leisure programs, golf course maintenance and operations, senior services and transportation. This classification is distinguished from the next lower classifications of Parks Manager, Community Programs Manager, Recreation Programs Manager and Golf Course Superintendent by having overall responsibility for all parks, recreation, golf and senior services program activities for the City.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Administrator. Exercises direct and indirect supervision over professional, technical and office support personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Parks and Community Services Department activities and services including activities associated with parks and facilities maintenance, recreation and leisure program activities, golf course operations and maintenance, transportation and a variety of services provided to seniors throughout the county.

- Develops, implements and maintains Parks and Community Services Department goals, objectives, policies and priorities for appropriate service areas; ensures that established goals and priorities are achieved.

- Plans, directs and coordinates the Parks and Community Services Department's work plan through appropriate department staff; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluate work methods and procedures; identifies and resolves problems and/or issues.

- Reviews and evaluates service delivery methods and systems including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating procedures to enhance services.

- Oversees the selection, training and evaluation programs for all department personnel and program contractors; provides or coordinates staff training; identifies and resolves staff deficiencies; executes discipline and/or termination procedures.

- Inspects and evaluates the adequacy of existing parks, median maintenance, and grounds maintenance activities, community recreation and leisure services program components, golf course operations and maintenance, senior programs including social, leisure and nutritional services and prepares recommendations for budgets and grants; may oversee construction projects for facilities modifications or construction.

- Manages and coordinates the development of the Parks and Community Services Department's budget; monitors and approves expenditures; advises appropriate program personnel on budget matters; makes adjustments to the budget as is necessary; directs the collection of recreation related fees, charges and lease agreements for City facilities and parks.

- Provides staff assistance to the Parks and Recreation Advisory Community, Transit Advisory Committee, Council on Aging, Assessment Districts and other advisory commissions and boards as assigned.

- Meets with public groups, clubs, organizations and agencies to explain and promote recreational and senior activities and programs.

- Presents, justifies and defends programs, operations and activities; negotiates and resolves controversial program issues.

- Represents the Parks and Community Services Department to other departments and organizations; coordinates department activities with City programs and organizations.

- Serves as a resource for program personnel, assessment districts, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.

- Attends and participates in professional, and community meetings as necessary; stays current on issues relative to the field of recreational services, seniors' programs and parks management; responds to and resolves sensitive and complex community and organizational inquiries and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard.

Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and face-to-face service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Director of Parks and Community Services**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of program administration experience in municipal recreation, leisure, senior services and parks activities, including at least three in a responsible management or supervisory capacity, and a Bachelor's degree in public administration, recreation administration or a closely related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Modern principles, practices and techniques of parks, recreation, golf course, senior services and transportation administration, organization and operation; common recreational and social needs of various age groups; principles and practices of parks and facilities operations and maintenance; principles of assessing senior citizens' needs and designing programs to meet those needs; principles and procedures for implementing and directing a wide variety of recreation activities and the development of programs throughout the community; principles and methods of program planning and evaluation; participation; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; principles and practices of budget administration; occupational hazards and standard safety practices.

Ability to:

Plan, direct, manage and coordinate the work of the Parks and Community Services Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; develop and administer a recreation and senior development program suited to the needs of the community; operate and maintain a variety of parks and sports facilities; plan, organize, coordinate and direct the development and implementation of recreation programs; properly interpret and make decisions in accordance with laws, regulations and policies; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate department personnel; facilitate group participation and consensus building; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

MARY ANNE SEAY

6443 North Pleasant Ave
Fresno, CA 93711
559-978-3269
maseay@sbcglobal.net

OBJECTIVE

Municipal Department Head with more than 25 years of increasingly responsible city leadership experience. Seeking a position to demonstrate a proven track-record of skilled communication, problem solving, system creation, building successful work teams and improving the quality of life for residents.

EDUCATION

Bachelor of Arts – Speech Communication | California State University, Fresno
SEPTEMBER 1984 – DECEMBER 1988
Graduated from CSUF with honors in Speech Communication. Taught *Group Communication* and *Introduction to Public Speaking* to university undergraduates while taking Master's level courses.

EXPERIENCE

Director of Parks & Community Services | City of Madera
AUGUST 2007 – PRESENT
Oversee Madera's Parks & Community Services Department including: maintenance of park/trail/median island/landscaped maintenance zones, and the municipal golf course; parks related capital projects; volunteer programs; and recreation/community service programs for residents of all ages.

Community Services Manager | City of Fresno
JUNE 1989 – AUGUST 2007
Began as a seasonal Pool Manager in 1989 and promoted to Supervisor, Supervisor II, and eventually a Division Manager in March of 2005.

Lecturer | California State University, Fresno
JANUARY 2005 – MAY 2006
Instructed university juniors and seniors on the principles of green and open space design, maintenance, and operations.

SKILLS

- Project Management
- Strong Communication (written and oral)
- Problem Solving
- Capacity Building
- Team Building
- Collaboration

ACTIVITIES

California Park and Recreation Society Member; National Recreation and Park Association Member; & Life Member of Phi Kappa Phi Honor Society, Golden Key Honor Society and CA Scholastic Federation.

City of Madera

Notice of Council Reorganization

The City Council of the City of Madera, at its Regular Meeting held on Wednesday, December 6, 2017, reorganized as follows:

MAYOR	**ANDREW J. MEDELLIN** (Mayor Term Ending December 2020)
MAYOR PRO TEM	**JOSE RODRIGUEZ, District 2** (Mayor Pro Tem Term Ending December 2018) (Council Member Term Ending December 2020)
COUNCIL MEMBER	**CECE FOLEY GALLEGOS, District 1** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**WILLIAM OLIVER, District 3** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**DEREK O. ROBINSON SR., District 4** (Council Member Term Ending December 2020)
COUNCIL MEMBER	**CHARLES F. RIGBY, District 5** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**DONALD E. HOLLEY, District 6** (Council Member Term Ending December 2020)

Regular meetings of the Madera City Council are held on the first and third Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall located at 205 West Fourth Street, Madera, California 93637.

City of Madera City Clerk
(559) 661-5405
salvarez@cityofmadera.com
Revised: 12/07/17

Agency on Aging
Serving Fresno & Madera
Connecting the Community

Fiscal Year 2018-2019 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 19-0144
Transportation

Summary of Substantive Revisions
Fresno-Madera Area Agency on Aging
Fiscal Year 2018-2019 Area Plan Service Provider Contracts

Article V, Assurances		
	Section H, Information Integrity and Security, Paragraphs 2 and 2.a	
		128-Bit encryption required for data that is confidential, sensitive, and/or personal information, including data stored on all computing devices.
		New paragraph added to prohibit use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs).
	Section H, Information Integrity and Security, Paragraph 4.a	
		Information Security Awareness Training renamed to Privacy and Information Security Awareness Training; hard copy no longer available. (Training must be completed online.)
	Section H, Information Integrity and Security, Paragraph 6	
		Contractor/Vendor Confidentiality Statement (Appendix C) renamed to Information Integrity and Security Statement.
Article VII, Budget and Budget Revision		
	Section D, Program Specific Funds	
		Paragraphs 1.d (permitted deferral of excess program income to first quarter of following contract year) and 1.e (use of deferred program income by last day of fiscal year) from fiscal year 2017-2018 contract deleted; paragraphs f-h renumbered to d-f.
		Paragraph 2.b.1) from fiscal year 2017-2018 contract deleted (permitted purchase of equipment with one-time-only funds).
Article VIII, Payment		
	Section A, Payment	
		Last sentence added, pertaining to monthly expenditure reports: *The report shall include all costs and funding sources for the month prior.*
	Section G, Closeout	
		Paragraph 1 revised to include requirement for submittal of Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging (FMAAA 32) with Financial Closeout Report.
Article XI, Property		
	Section B	
		Paragraphs 1 and 2 revised to change definition of Property.
		Paragraph 2.a added to prohibit purchase and use of portable electronic storage media.

	Paragraph 3 from fiscal year 2017-2018 contract deleted and incorporated in revised first paragraph of Section B (Property acquired under this agreement which meets any of the following criteria . . .).
Section D	
	New paragraph added re: requirement to submit detailed listing of planned Equipment/Property purchases on page 4 of Budget, and requirement for justification and prior approval from CDA required for Equipment/Property with per unit cost of $500 or more.
Sections E-P from fiscal year 2017-2018 contract renumbered to F-Q	
Section I	
	Revised to include requirement for submittal of Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging (FMAAA 32) with Financial Closeout Report.
Section J	
	Revised regarding process for disposal of property and change of form number of Request for Dispose of Property from CDA 248 to FMAAA 248.
Section K	
	Revised regarding sanitizing of computing devices prior to disposal, and providing documentation of sanitation to the FMAAA with the Request to Dispose of Property (form number changed from CDA 248 to FMAAA 248).
Section L	
	Revised to reflect form number change of Request to Dispose of Property from CDA 248 to FMAAA 248.
Section M	
	Revised to include property purchased or financed with matching funds, monetary donations, and in-kind donations as property for which the State reserves title.
Section Q	
	Section Q from fiscal year 2017-2018 contract deleted, as its content is addressed in Section D of Article XI.
Article XVII, Termination	
Section A, Termination Without Cause	
	Item 1. First sentence revised: The Agency on Aging may terminate performance of work *at any time during the Agreement term . . .* Second paragraph added re: Agency on Aging to provide minimum of 30 days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the Agreement term.

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

Please return two sets of **all** contract pages in the order provided by the Agency on Aging.

The following contract documents require signatures and entries on both sets of documents.

*Enter **original signatures in ink** on **both** sets of documents; type entries on each form.*

- ☐ **Page 2, Area Plan Grant Award Contract Signature Page** *(Page 2a for City of Fresno)*
  Must include signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; and signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
  Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Contractor Certification Clauses**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Information Integrity and Security Statement**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
  Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A).

The following contract documents require typed entries on both sets of documents:

- ☐ **Appendix D, Method of Providing Audit Compliance**
- ☐ **Exhibit B, Budget**
- ☐ **Exhibit E, Program Narrative**
- ☐ **Exhibit F, Service Provider Emergency Resource Information**

Please attach two sets of the following to this page:

1. ☐ **List of all proposed subcontractors for this Agreement** *(if any)*, **and, following review of Agency on Aging contract, copy of proposed contract template to be used for subcontractors.**
2. ☐ **Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
3. ☐ **Copy of IRS Determination Letter of Tax Exempt Status**
4. ☐ **Organizational chart**, *including names and position titles for contracted program*
5. ☐ **Job Description and Resume** *of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*
6. ☐ **List of Governing Board members**
7. ☐ **List of Advisory Council or Advisory Committee members** *(if applicable)*
8. ☐ **Current documents** *(i.e. flyers, brochures) used to promote the **contracted program***

Area Plan Grant Award

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Documents Required to Execute Contract i

CONTRACT 1

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Budget ..... Exhibit B
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CONTRACT BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

A. Name and principal address of service contractor (hereinafter referred to as service provider):

City of Madera
701 East 5th Street
Madera, CA 93638

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2018 to June 30, 2019, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2018 through September 30, 2018 period may be incurred after September 30, 2018. No expenditure or obligation for the funding allocation for the October 1, 2018 through June 30, 2019 period may be incurred after June 30, 2019.

D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on May 16, 2018			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III B Supportive Services, Federal CFDA No. 93.044		
Service	**Agency on Aging Contract No.**	**Funding Period**	**Grant Amount**
Transportation	19-0144	July 2018 - September 2018	$4,216
		October 2018 - June 2019	$12,650
Total Fiscal Year 2018-2019 Grant Award:			**$16,866**

E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.

F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.	Date
Mary Anne Seay	Director of Parks and Community Services
Type Name	Title

Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
Andrew J. Medellin	Mayor
Type Name	Title

94-6000365
Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jean Robinson	Executive Director
Type Name	Title

ADDENDUM TO

CONTRACT NO. 19-0144

BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726

The following provisions of the Area Plan Grant Terms and Conditions Declaration (Articles I through XX) attached thereto, are modified as follows:

Article XV, Insurance, Section J (pages 42-44):

Now, therefore, the Fresno-Madera Area Agency on Aging and the City of Madera agree to the following:

The Fresno-Madera Area Agency on Aging shall indemnify and save harmless the City of Madera, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the Fresno-Madera Area on Aging, its officers, agents, employees and/or servants in connection with this Agreement.

The City of Madera shall indemnify and save harmless the Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the City of Madera, its officers, agents, employees, and/or servants in connection with this Agreement.

FRESNO-MADERA AREA AGENCY ON AGING
AREA PLAN GRANT AWARD
TERMS AND CONDITIONS DECLARATION

Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award. This Agreement incorporates the terms and conditions which support an award of Area Plan Funds.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.

B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.

C. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.

D. "CCR" means California Code of Regulations.

E. "CFR" means Code of Federal Regulations.

F. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).

G. "Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the contract funding.

H. "OAA" means Older Americans Act.

I. "OMB" means the federal Office of Management and Budget.

J. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:

1. Voluntary contributions received from a participant or responsible party for services received.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from the sale of items fabricated under a contract Agreement.

K. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.

L. "Reimbursable item" also means "allowable cost" and "compensable item."

M. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.

N. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor Agreements that provide for the provision of goods or services to the Contractor during the Contractor's performance of this Agreement.

O. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

P. "USC" means United States Code.

Q. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.

R. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Older Americans Act of 1965 and Amendments of 2016 (OAA as amended).

2. Other applicable federal statutes and their implementing regulations.

3. Older Californians Act.

4. Title 22 CCR §7000 et. seq.

5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.

6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

7. Program memos and other guidance issued by the California Department of Aging.

ARTICLE II. AGREEMENT

A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.

B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.

C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

ARTICLE III. TERM OF AGREEMENT

A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.

B. The term of this Agreement is from July 1, 2018, through June 30, 2019, at which time the Agreement expires, subject however, to earlier

termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.

C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

A. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.

2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with the Agency on Aging until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.

5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.

6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

a. Are not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR §92.35]

b. Have not, within a three-year period preceding this Agreement, 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in Section B.1 of this Article.

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

2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.

3. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

D. Law, Policy and Procedure, Licenses, and Certificates

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

2. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.

2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:

   a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than 10 (ten) percent.

   b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than 20 (twenty) percent, including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]

3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

5. The Contractor shall make staff available to the Agency on Aging for training and meetings, which the Agency on Aging may find necessary from time to time.

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (Appendix B), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs, and Activities (Title VI of the Civil Rights Act of 1964)

   Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs, and Activities

   Contractor shall, unless exempted, ensure compliance with the requirements of California Government Code §11135 et seq., and 2 CCR §11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323]

3. California Civil Rights Laws

   The Contractor shall ensure compliance with the requirements of California Public Contract Code §2010. The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (California Civil Code §51) and the Fair Employment and Housing Act (California Government Code §12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]

5. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital

status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CCR §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

6. Adhere to 48 CFR 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Public Law 112-239 enacted January 2, 2013), applies to this Agreement.

7. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. (1 USC 7 §3 of the Defense of Marriage Act)

8. The Contractor shall not require proof of age or citizenship as a condition of receiving services.

9. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

10. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

H. Information Integrity and Security

1. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, §5300-5365.3; California Government Code §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; CDA Program Memorandum 07-18, Protection of Information Assets; and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

a. Information collected and/or accessed in the administration of Agency on Aging programs and services.

b. Information Assets may be in hard copy or electronic format and may include, but are not limited to:

1) Reports;

2) Notes;

3) Forms;

4) Computers, laptops, cellphones, printers, scanners;

5) Networks (LAN, WAN, WIFI), servers, switches, routers;

6) Storage media, hard drives, flash drives, cloud storage;

7) Data, applications, databases.

2. Encryption of Portable Computing Devices

The Contractor and its Subcontractors/Vendors are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information, including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media).

a. Use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.

3. Disclosure

a. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive, and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.

b. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive, and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

c. "Personal Identifying Information" shall include, but not be limited to: Name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

d. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive, and/or personal identifying

information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

e. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized by law or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the Agency on Aging without prior written authorization from the Agency on Aging. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

f. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Privacy and Information Security Awareness Training

a. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive, and/or personal identifying information must complete the required Privacy and Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security and Privacy, at the following URL:

http://www.aging.ca.gov/ProgramsProviders/

b. Privacy and Information Security Awareness Training must be completed within thirty (30) days of the start date of the Contract/Agreement; within thirty (30) days of the start date of any new employee, Subcontractor, Vendor, or volunteer's employment; and annually thereafter.

c. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging and the California Department of Aging upon request.

5. Health Insurance Portability and Accountability Act (HIPAA)

   The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/ Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement

   The Contractor shall sign and return to the Agency on Aging the *Information Integrity and Security Statement* (Appendix C of this agreement), which is hereby incorporated by reference, and shall comply with all statutes and laws contained in the statement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA and Agency on Aging information assets from unauthorized access and disclosure.

7. Security Incident Reporting

   A security incident occurs when CDA and/or Agency on Aging information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:

   https://www.aging.ca.gov/ProgramsProviders/

8. Security Breach Notifications

   Notice must be given by the Contractor, and/or its Subcontractors/Vendors, to anyone whose confidential, sensitive, and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance

   The Contractor shall apply security patches and upgrades and keep anti-virus software up-to-date on all systems on which State and/or Agency on Aging data may be used.

10. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files, and backup files are encrypted.

11. Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

I. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section J of this Article.

2. The Contractor may request permission to copyright material by writing to the Executive Director of the Agency on Aging. The Executive Director shall forward such request to the State and shall relay the State's response to the Contractor within sixty (60) days from the date of receipt of the State's decision.

3. If the material is copyrighted with the consent of the State, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given

and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

4. Materials published or transferred by the Contractor and financed with funds under this Agreement shall: (a) state "The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;" (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: "The conclusions and opinions expressed may not be those of the Agency on Aging and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data."

5. The Contractor agrees to acknowledge the receipt of all funding support from the Agency on Aging in news releases (radio, television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor's Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the Agency on Aging.

6. The Contractor shall forward a copy of all products and material developed in whole or in part with Agreement funds to the Agency on Aging for file.

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (Appendix B), which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of $100,000

If funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

a. Clean Air Act, as amended. [42 USC §7401]

b. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]

c. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]

d. State Contract Act. [California Public Contract Code §10295 et seq.]

e. Unruh Civil Rights Act [California Public Contract Code §2010]

L. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee f a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

M. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

N. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the Agency on Aging shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

O. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.

   a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

      i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];

      ii) Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];

      iii) Contract Work Hours and Safety Standards Act [40 USC §327-333] [29 CFR §5, 6, 7, 8]; and

      iv) Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR §60].

   b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.

   c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making

any fund or budget transfers between construction and non-construction.

P. If this Agreement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with California Public Contract Code 10353.

Q. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:

   a. Time frames within which a complaint will be acted upon.

   b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.

   c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

2. The Contractor shall notify older individuals of the grievance process available to them by:

   a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

   b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.

3. Complaints may involve, but not be limited to, any or all of the following:

   a. Amount or duration of a service.

b. Denial or discontinuance of a service.

c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.

4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

R. Disaster Plan

1. The Contractor shall prepare and maintain a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods, and make such plan available to the Agency on Aging upon request.

2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.

3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.

4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this information occurs.

S. Community Focal Points

The Vendor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List*.

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in 45 CFR §92.36.

3. The Contractor and its Subcontractor/Vendors shall comply with California Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

4. Travel Reimbursement

   a. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

      In State:

      - Mileage: http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx
      - Per Diem (meals and incidentals): http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx
      - Lodging: http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx

      Out of State:

      - http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx

   b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay

under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]

5. The Agency on Aging reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Agency on Aging not to be in compliance with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]

2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.

3. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding Title III E) and Title VII services.

4. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR §200.302 and 45 CFR §75.302:

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.

2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.

3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.

4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the

Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.

4. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the State, Legislature, or Congress for the purposes of this program, the Agency on Aging shall have the option to either:

   a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or

   b. Offer a contract amendment to the Contractor to reflect the reduced funding for this Agreement.

5. The Agency on Aging reserves the right to increase and/or decrease funds available under this Agreement to reflect any restrictions, limitations, or conditions.

ARTICLE VII. BUDGET AND BUDGET REVISION

A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2019.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1),(f)].

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR §75.414(a)]

D. Program Specific Funds

1. Program Income

a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).

c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.

d. Program Income may not be used to meet the matching requirements of this Agreement.

e. Program Income must be used to expand baseline services.

f. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

b. Titles III and VII federal program OTO funds shall only be used for the following purposes:

1) Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

2) Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).

3) OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.

c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.

2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.

   a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

   b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

   c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:

   a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

   b. Title III E Family Caregiver Support Program: Approximately fifty percent (50%) of the sum of the grant award, plus the minimum matching contributions.

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging. The report shall include all costs and funding sources for the month prior.

B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contract as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.

D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.

E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.

F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.

G. Closeout

1. Contractor is required to submit the *Financial Closeout Report* for this Agreement and *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) to the Agency on Aging by July 15, 2019. If Agreement is terminated or cancelled prior to June 30, 2019, the *Financial Closeout Report* and FMAAA 32 shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.

B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.

C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.

D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.

E. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.

F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.

G. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.

H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

I. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE X. RECORDS AND REPORTS

A. Records

1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audit Requirements*, of this Agreement. This includes the following: Letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.

2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:

   a. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit Branch;

   b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and

   c. For such longer period as the Agency on Aging or the State deems necessary.

3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared

to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.

5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302 and 45 CFR §75.302, the expenditures will be questioned in the audit and may be disallowed by the Agency on Aging or the State during the audit resolution process.

6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.

2. The Contractor shall assure that all fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.

3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.

4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a "first in-first out" method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this Agreement, which meets any of the following criteria, is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $500 (a desktop or laptop setup is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones).

a. Purchase and use of portable electronic storage media (including, but not limited to jump drives, thumb drives, and flash drives; portable hard drives; and CDs, DVDs, and other discs) is not allowed under this Agreement.

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor must submit a detailed listing of planned Equipment/Property purchases in its budget to the Agency on Aging (*Schedule of Program/Site Supplies and Equipment Purchases*, page 4 of Exhibit B, *Budget*). Equipment/Property with per unit cost of $500 or more requires justification and prior approval from the California Department of Aging.

E. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:

1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.

2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.

3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds, Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.

F. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; fund source; and specific location of the property.

G. The Contractor shall maintain a cumulative inventory, including the Asset Tag number and all information required by Section F of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

H. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the Asset Tag number on the cumulative inventory records maintained by the Contractor for this Agreement.

I. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and submit *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging* (FMAAA 32) with the annual Financial Closeout Report to the Agency on Aging. Corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

J. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the California Department of Aging, through the Agency on Aging, for all reportable property as defined in Section B of this Article. The Contractor shall submit a *Request to Dispose of Property* (FMAAA 248) to the Agency on Aging to request disposal of property.

Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is provided by the California Department of Aging and the Agency on Aging notifies the Contractor of the State's instructions for disposition of property.

Once property has been disposed as per the State's authorization and instructions, the item(s) shall be removed from the Contractor's inventory report.

K. The Contractor must sanitize property (remove all confidential, sensitive, or personal information) prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops. The Contractor must attach documentation of sanitation of such devices to the *Request to Dispose of Property* (FMAAA 248) requesting property disposal.

L. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (FMAAA 248) and provide it to the Agency on Aging.

M. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, including property acquired with grant funds, matching funds, monetary donations, and in-kind donations as entered on the budget, budget revisions, and/or closeout report for this Agreement, unless otherwise required by federal law or regulations.

N. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.

O. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.

P. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

Q. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

R. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.

B. The Contractor shall cooperate with the Agency on Aging and the State in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

ARTICLE XIV. AUDIT REQUIREMENTS

A. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521.

A copy shall be submitted to the:

Fresno Madera Area Agency on Aging
3837 North Clark Street
Fresno, California 93726

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

B. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041 Special Programs for the Aging – Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII, Chapter 3)

93.042 Special Programs for the Aging – Title III-B/VII-A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title III-B/VII-A, Chapter 2)

93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)

93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)

93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III C)

93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)

93.053 Nutrition Services Incentive Program (NSIP)

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR §75 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75, Subpart F, Audit Requirements] [formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.

D. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the Financial Closeout Report.

E. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Contract resolution includes:

1. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521 as summarized in Section F of this Article;

2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;

3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did

not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).

4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.100 et. seq.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles and 45 CFR §75, Subpart E-Cost Principles.

   [2 CFR §200.302] [45 CFR §75.302]

5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

F. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements:

   1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9)

months after the end of the audit period, whichever occurs first. [2 CFR §200.512] [45 CFR §75.515]

2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509] [45 CFR §75.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514] [45 CFR §75.514]

4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515] [45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements.

G. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Agency on Aging shall have access to all audit reports and supporting work papers, and the Agency on Aging has the option to perform additional work, as needed.

H. A reasonably proportionate share of the costs required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act, 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

   a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425] [45 CFR §75.425]

I. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.

J. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. **General Liability** of not less than $1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).

2. **Automobile Liability, including non-owned auto liability**, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

   If applicable, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:

   - $ 750,000 if seating capacity is under 8.
   - $1,500,000 if seating capacity is 8–15.
   - $5,000,000 if seating capacity is over 15.

3. **Professional Liability** of not less than $1,000,000 as it appropriately relates to services rendered. Coverage shall include errors and omissions.

B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.

D The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

> "The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement."

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its address (3837 N. Clark St., Fresno, CA 93726) must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.

G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.

H. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Labor Code §3700]

I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:

1. The Contractor or any subcontractors for any Title III or Title VII services shall not use means tests.

2. Any Title III or Title VII client who does not contribute toward the cost of the services received shall not be denied services.

3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.

4. Each Service Provider will:

   a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;

b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;

c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

d. Establish appropriate procedures to safeguard and account for all contributions.

e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement at any time during the Agreement term, without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest, upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice.

The Agency on Aging may, at its discretion, decline to negotiate additional one-year Agreement periods with the Contractor beyond the initial one-year contract award term, or, as a result of the Request for Proposal process, reject the Contractor's proposal for provision of service beyond the term of this Agreement; in such cases, the Agency on Aging shall provide a minimum of thirty (30) days written notice to the Contractor of non-renewal or non-award of the contract, effective on the last day of the term of this Agreement.

The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice.

The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.

3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

   a. In case of threat of life, health, or safety to the public.

   b. A violation of the law or failure to comply with any condition of this Agreement.

   c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

   d. Failure to comply with reporting requirements.

   e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Agency on Aging or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

   f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

   g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.

h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

i. The commission of an act of bankruptcy.

j. Finding of debarment or suspension.

k. The Contractor's organizational structure has materially changed.

l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.

m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.

2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.

3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.

C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (Appendix G, *Appeal Procedure for Service Providers*)

D. Contractor's Obligation After Notice of Termination

1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

   The Contractor shall:

   a. Stop work as specified in the Notice of Termination;

   b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;

   c. Terminate all subcontracts to the extent they relate to the work terminated;

   d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and

   e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.

B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal.*

C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.

D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.

C. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.

C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2018-19 FOR THE TRANSPORTATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older including a subsidized bus ticket program; and

WHEREAS, the Fresno-Madera Area Agency on Aging (FMAAA) provides Title III of the Federally Funded Older Americans Act program funding that supports this activity; and

WHEREAS, the FMAAA has prepared an Agreement which provides the City $16,866 in funding for the Transportation Program; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA 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 with the FMAAA for the Transportation Program, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. Participation in the activities contemplated by this Agreement as of July 1, 2018, is hereby ratified.
5. This resolution is effective immediately upon adoption.

* * * * * * * *

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

City of Madera	94-6000365
Contractor/Vendor Name (Typed)	*Federal ID Number*
Authorized Signature	*Date Executed*

Mary Anne Seay - Director of Parks and Community Services

Name and Title of Person Signing (Typed)

CONTRACTOR CERTIFICATION CLAUSES

Source: State of California CCC 04/2017

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.
   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by

authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

APPENDIX B

CONTRACTOR CERTIFICATION CLAUSES

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
    a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
    b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
    c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the Statements below.

City of Madera	19-0144
Contractor/Vendor Name (Typed)	*Contract Number*
Authorized Signature	*Date*

Mary Anne Seay - Director of Parks and Community Services

Name and Title of Person Signing (Typed)

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.

APPENDIX C

INFORMATION INTEGRITY AND SECURITY STATEMENT

- All employees/subcontractors of the Contractor/Vendor will complete the required Privacy and Information Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor, and annually thereafter.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

- I agree to protect the following types of confidential information which include but are not limited to:
  - Social Security number.
  - Medical information.
  - Claimant and employer information.
  - Driver's License information.
  - Information about individuals that relates to their personal life or identifies or describes an individual.
  - Other agencies' confidential and proprietary information.
  - Criteria used for initiating audit selection.
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
  - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
  - Securing confidential information in approved locations.
  - Never removing confidential information from the work site without authorization.

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

1. **Review Article XIV of this Agreement (Audit Requirements).**

2. Place an **X** in the appropriate box below:

- [x] An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

- [ ] An independent audit shall be performed and a copy submitted to the Agency on Aging.

- [ ] All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

June	30	2019
Month	Day	Year

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Fiscal Reports

*Expenditure Reports by Program

Title III B, Title III C, Title III D, and Title VII Programs ***Due 15th of each month***

- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program ***Due 15th of each month***

- Title III E Monthly Report of Expenditures

Health Insurance Counseling and Advocacy Program ***Due 15th of each month***

- HICAP Monthly Report of Expenditure/Request for Funds *(CDA 245)*

Long-Term Care Ombudsman Program ***Due 15th of each month***

- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund *(CDA-OMB-300)*

** Payments are made by the last day of the month for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
  - Due by March 15th
- **Annual Financial Close Out Report and FMAAA 32, *Fixed Assets Acquired through Grants with the Fresno-Madera Area Agency on Aging***
  - Due by July 15th with exception of HICAP
    - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
    - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
  - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property (FMAAA 248)**
  - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E

REQUIRED REPORTS AND DUE DATES

Program Reports

Monthly Service Unit Report *(Form 186M)* ***Due 7th working day of each month***

- **Title III B Adult Day Care**
  - Attach Q Monthly Service Roster, associated Client Intake Forms, and Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**
- ***Health Insurance Counseling and Advocacy Program (HICAP)**
  - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

**Due date subject to California Department of Aging notifications*

Monthly Title III C ***Due 7th working day of month***
*Elderly Nutrition Program Reports

****See Policy and Procedure Manual, provided to Site Coordinator, for full instructions***

- Q Monthly Service Roster with client signatures and a "1" entered for each meal
- Daily Sign-In Sheets with initials entered by client for each meal
- Associated Client Intake Forms (originals; must be completed July 1, 2018 or later)
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Food Preparation Center Food Service Check Sheet

Quarterly Reports ***Due 15th of month following reporting period***

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022)*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*

Quarterly Reports ***Due 30th of month following reporting period***

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:

1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
2. Financial reports do not include program income and the required match of funds;
3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.

B. Is not financially stable;

C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;

D. Has not conformed to terms and conditions of previous awards; or

E. Is otherwise not responsible, for which examples include, but are not limited, to:

1. Financial or program reports are late, incorrect, or incomplete;
2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
3. Corrective action plans are not implemented by the due date;
4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or

6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

A. Withholding of funds;

B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;

C. Requiring preparation and implementation of an acceptable corrective action plan;

D. Additional contract monitoring;

E. Requiring the Contractor to obtain technical or management assistance;

F. Establishing additional prior approvals; and/or

G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

A. The nature of the sanctions;

B. The reason(s) for imposing them;

C. The effective date of the sanctions;

D. The legal or contractual citation upon which the sanction is based;

E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and

F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G

FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:

1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.

2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.

3. Denial of an application to provide services when any of the following exist:

a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);

b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;

c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.

D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.

B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.

C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:

1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;

2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and

3. Provide written notification of its determination to the service provider.

E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:

1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;

2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.

1. The hearing before the Agency on Aging Governing Board shall consist of:

a) Receipt and review of all previously submitted documents concerning the appeal;

b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;

c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.

2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.

   a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

APPENDIX H

FRESNO-MADERA AREA AGENCY ON AGING
CONTACT LIST FOR SERVICE PROVIDERS

Telephone Number for All Contacts: (559) 600-4405

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Administrative & Program Monitoring (excluding Nutrition and Adult Day Care) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Yvonne Hamilton Administrative Analyst Email: yhamilton@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Supply Order Forms Nutrition Site Monitoring Adult Day Care Site Monitoring
Peggy Bakeman Jessica Jacobo Lopez Program Coordinators Email: pbakeman@fmaaa.org jjacobolopez@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

Fresno-Madera Area Agency on Aging
3837 N. Clark St.
Fresno, CA 93726

APPENDIX I

FRESNO-MADERA AREA AGENCY ON AGING
EMERGENCY CONTACT INFORMATION

Information and Assistance:	(559) 600-4405 (800) 510-2020

Executive Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 930-5847

Administrative Manager, Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
After Hours Phone:	(559) 270-9939

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals.* (42 USC Section 3002 (21))

Planning and Service Area 14 - Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Madera

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
205 West 4th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Madera, CA 93637

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
9	4	-	6	0	0	3	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Mark Etheridge | **Date** ▶ 7/6/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT A

TITLE III B PROGRAM EXHIBIT
Transportation

I. Definitions Specific to Title III B Programs:

A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC Section 3001-3058]; the Code of Federal Regulations (CFR) [45 CFR 1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; and California Department of Aging Program Memoranda.

B. **Title III B (Supportive Services)** is defined as a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]

C. **Priority Services for Title III B** are defined as those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services, such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7].

E. **Transportation** is defined as transportation from one location to another, and does not include any other activity. Transportation may include travel vouchers and transit passes. The unit of measurement is one one-way trip.

F. **Unduplicated Client Count** is defined as a new person served. A client is considered new, only once within the fiscal year, when he/she first utilizes a covered service. A client, who has never been previously registered as a client for the service in the current fiscal year, may be counted as unduplicated.

II. Scope of Work

The service provider is charged with providing Transportation services for individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. Transportation shall be provided within a geographic area, and/or or to and from specific sites, as mutually agreed upon by the service provider and the Agency on Aging and as specified in Exhibit E, Item 2 of this Agreement.

III. Additional Assurances

A. Vehicles used for Transportation shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

B. Vehicles used for Transportation must be wheelchair accessible.

C. The service provider must keep the license, registration, and insurance current for all vehicles used for Transportation.

D. Service provider shall utilize the DMV Pull Program to review driving records of all drivers to ensure each driver has a safe driving record before hiring.

E. All Transportation program staff, including drivers, shall be provided with initial training on working with older adults, safety, and accident prevention.

F. The service provider shall coordinate services to allow maximum usage of vehicle spaces and efficient use of driver time to meet contracted units of service.

G. If providing Transportation to Agency on Aging Congregate Nutrition meal sites, the service provider shall provide demand-responsive transportation service to and from designated congregate meal site locations in a time coordinated manner to allow participating older adults adequate time to eat a leisurely meal at the site and enjoy a brief period of socialization with other older adults.

H. If Transportation is provided via travel vouchers and/or transit passes, the service provider shall monitor the distribution to ensure the quantity of vouchers/passes issued to any one individual can be reasonably used by the individual within a 30-day period.

I. No specific service boundaries shall be designated until such time that the service provider finds the requests for such trips result in unreasonable trip lengths and ride times and inefficient and ineffective service. The service provider shall provide a written request for approval from the Agency on Aging for any proposed changes in service area.

J. The Agency on Aging shall be notified in writing by the service provider on any and all occasions when an older adult is denied service, including for the reason indicated in paragraph I above.

K. Suggested donation for each one-way trip shall be posted in the vehicle, and must clearly state that service for individuals age 60 or over cannot be denied for lack of a donation. If Transportation is provided via travel vouchers and/or transit passes, a sign shall be posted at the point of distribution that clearly states that the vouchers/passes for individuals age 60 or over cannot be denied for lack of a donation.

L. Service provider shall provide a locked fare box in each vehicle having an opening into which the older adult participant can deposit coin or paper money contributions with relative ease.

M. All donations shall be handled in a manner that ensures confidentiality of the donor and provides fiscal security and accountability. All donations shall be retained by the service provider to help offset operational costs.

N. Service provider shall periodically publicize/market the need for, and uses of, the donations collected for Transportation services.

O. Service provider shall notify the Agency on Aging when any vehicles used for provision of transportation under this contract are involved in any major accident or when personal injury is involved.

P. Service provider shall immediately notify the Agency on Aging when any crisis occurs with an older adult passenger.

Q. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement and by the due dates listed in Appendix E of this Agreement.

R. Service providers shall accurately track the number of older adult passengers to document units of service provided.

S. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

T. The service provider must report the unduplicated client count on a quarterly basis via the September, December, March, and June Monthly Service Unit Reports, and must maintain documentation of the number of unduplicated clients. An unduplicated count can be determined by the use of a single descriptive profile or master client registry maintained by the service provider.

EXHIBIT B

Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please return two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

(Revised May 2018)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B Supportive Services: Transportation
CONTRACT NO: 19-0144
REVISION NO:

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Community Service 1. Coordinator	Salary	100.0%	51,929	2.00%				1,040		1,040
2. Program Leader Bergon	Salary	75.0%	18,720	2.00%		22		353		375
3. Program Leader Pan Am	Salary	75.0%	18,720	2.00%		22		353		375
4.	Salary									
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries				*Page 2 Line 1 a ----->*		43		1,746		1,790
Total Payroll Taxes				*Page 2 Line 1 b ----->*		2		52		54
Total Benefits				*Page 2 Line 1 c ----->*		5		743		748
TOTAL PERSONNEL COSTS				*Page 2 Line 1 ----->*		50		2,541		2,592

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2018-2019

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B Supportive Services: Transportation

CONTRACT NO: 19-0144
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries		43		1,746		1,789	
b. Payroll Taxes		2		52		54	
c. Employee Benefits & Work. Comp.		5		743		748	
1. PERSONNEL COSTS		50		2,541		2,591	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n. Bus Tickets	16,866					16,866	
o.							
7. OTHER COSTS:	16,866					16,866	
TOTAL DIRECT COSTS	16,866	50		2,541		19,457	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	16,866	50		2,541		19,457	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of **$500 including taxes, shipping and installation**)
** List all proposed purchases on page 4 of **single or individual** items with a cost in excess of **$100 including taxes, shipping and installation.**

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2018-19

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B Supportive Services: Transportation

CONTRACT NO: 19-0144
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	16,866	
2. Program Donations:		
Current Year Program Donations	50	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	2,541	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	19,457	
Total from Page 2, Columns F and G	19,457	
Variance (must be zero)	*0*	*0*

(Revised May 2018)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPIES AND EQUIPMENT PURCHASES: FY 2018-19

CONTRACTING AGENCY: City of Madera **CONTRACT NO:** 19-0144

PROGRAM: Title III B Supportive Services: Transportation **REVISION NO:**

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
f								
g								
h								
i								
j								
k								
l								
m								
n								
o								
p								
q								
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

EXHIBIT C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM & SERVICE: Title III B Supportive Services: Transportation

SERVICE PROVIDER: City of Madera

CONTRACT NUMBER: 19-0144

CONTRACT EFFECTIVE: July 1, 2018 to June 30, 2019

GOAL: The goal of Transportation is to secure or provide transportation to assist older persons in obtaining essential services.

SERVICE	DEFINITION
Transportation	Transportation is defined as transportation from one location to another, and does not include any other activity. Transportation may include travel vouchers and transit passes.

SERVICE	NAPIS ID	UNDUPLICATED INDIVIDUALS TO BE SERVED	UNITS OF SERVICE TO BE PROVIDED	UNIT OF MEASURE
Transportation	10	300	33,732	1 One-Way Trip

EXHIBIT D

PROGRAM COST EFFICIENCY

Complete a Program Cost Efficiency form for each contracted program. If more than one service location, include the total number of contracted program service units for all service locations.

Contract Effective: July 1, 2018 through June 30, 2019

Service Provider: City of Madera

Contract Number: 19-0144

Service: Transportation

FMAAA Grant Funds	$16,866
Total Program Service Units	33,732
*Cost per Unit of Service	$0.50

**FMAAA Grant Funds divided by Total Program Service Units*

Grant funds received from the FMAAA and all other sources	$16,866
Total Program Service Units	33,732
**Cost per Unit of Service	$0.50

***Grant funds from all funding sources divided by Total Program Service Units*

EXHIBIT E
PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	**Year Established**

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.

Program/Service	# of Years
Congregate Nutrition	34
Transportation	19
Health & Wellness Presentations / Fitness Classes	15
Recreational Activities	34

2. SERVICE AREA

Where will the contracted program be provided?

Street Address	City	Zip Code
Frank Bergon Senior Center 238 South D Street	Madera	93638
Pan American Community Service 703 East Sherwood Way	Madera	93638

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	x	x	x
Spanish	x	x	x
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other:_____			

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?
The City of Madera has a translation technology system from an institute of Local Government (ILG) grant. The system is available to residents at council meetings and other large community events. Fifty such devices are available for special presentations to the senior population; they can also be used for those who are hearing impaired.

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?
There are several City staff and volunteers who are fluent in Spanish which is the common spoken other language. If other languages are needed, staff is available to assist.

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*
Confidentiality with participants is done in a private closed office.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
Staff completes the intake form in a closed office and all records are kept in a locked cabinet and secured in the designated area. In-service regarding the need for confidentiality is continually given at staff meetings and no information is provided without the Director's approval.

EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Transportation

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.
➢ Subscription service: Whereby a senior citizen arranges for pickup and drop off at regularly scheduled times. ➢ Non-Subscription service: Whereby a senior citizen must call to arrange pickup 2 hours in advance Both types of services provide curbside pickup and are offered within Madera City Limits.

What was the primary accomplishment achieved by the contracted program in the past year?
Serving 291+ unduplicated seniors with transportation tickets. The transportation tickets have helped the senior be independent and without them they would not have access to nutrition sites, doctors, shopping, etc. Depending on family or friends for rides is difficult and stressful.

Please describe another accomplishment achieved by the contracted program in the past year.
We serve many senior homeless and some are living at the shelter. Having access to the transportation tickets allows them the ability to come and have a meal at the senior site, stay out of the weather, use computers as well as socialize. Without the transportation tickets, the homeless would be wandering on the streets with no resources.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.
One senior shares: One of our participants was isolated at home due to disabilities and a wheelchair. Depending on family to take her was difficult and they were not always available. Having access to the senior transportation tickets for Dial-A-Ride has made a big difference in her life. She is able now to arrange for pickup at her home and go to Doctor appointments, shopping and the senior center independently.

EXHIBIT E
PROGRAM NARRATIVE

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Corinne Long	Community Services Coordinator
Lauren Magdaleno	Program Leader – Frank Bergon
Marcella Zamilpa	Program Leader – Pan American

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Corinne Long	Community Services Coordinator
Name	*Title*
559-661-5489	cfolk@cityofmadera.com
Telephone Number	*E-mail Address*

→ ***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

8. SERVICE PROVIDER TIME FRAME

What days and hours will the contracted program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Frank Bergon Senior Center	Tuesday	8:00 am	11:00 am
Pan American Community Center	Tuesday	8:00 am	11:00 am

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2018	7/4/18	20
August 2018		23
September 2018	9/3/18	19
October 2018	10/8/18	22
November 2018	11/12/18, 11/22/18, 11/23/18	19
December 2018	12/25/18	19
January 2019	1/1/19, 1/21/19	21
February 2019	2/18/19	19
March 2019		21
April 2019		23
May 2019	5/27/19	22
June 2019		20
Total Days of Contracted Service to be Provided under this Agreement:		**248**

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.
The programs this last year served 291+ unduplicated seniors and even then we still did not meet the transportation needs of our community seniors. The increase in grant funds for the program this budget year, will help meet that unmet need. We will continue to target baby boomers and low income seniors through our continued marketing strategies and thus assist more seniors.

How would participants of the contracted program benefit from these improvements?
The increase in grant funds for the program this budget year is going to allow us to serve more seniors and meet an unmet need in our community. Many seniors rely on bus transportation to keep them mobile and to get them to appointments and shopping. The increase in purchasing of transportation tickets will allow more seniors to utilize this service.

Describe the specific steps your organization will take to make these improvements during the current fiscal year.
Through marketing: ➢ Disperse information at food giveaways, Farmers markets, festivals ➢ Partner with local agencies that serve seniors ➢ Continue to have information on facebook and City of Madera website ➢ Signage at our Senior Centers

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.
➢ The increase in unduplicated ridership ➢ Response/requests from our targeted local agencies ➢ Response at food giveaways, farmers markets ➢ Asking the senior how they heard about the transportation program

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

How does your organization reach **older adults in greatest economic need** *(income level at or below the Federal Poverty Level)* to inform them of the contracted program and welcome them to participate?
Providing information at food giveaways and farmers markets. By attending other partner events in the community and having transportation tickets available to seniors. Continued partnerships with agencies such as Madera Home Health, Camarena Health Center, and Madera Food Bank.
How does your organization reach **older adults who are socially isolated** *(need caused by non-economic factors)* to inform them of the contracted program and welcome them to participate?
Though our City of Madera website information is available to the isolated seniors in the community. Our connection with Madera Home Health, Public Health Department, Behavioral Health and others benefit the isolated senior through information sharing. The Home Delivered Meal Programs provides opportunity for the City of Madera Activity guide to be given to the isolated senior and information is contained in the guide.
How does your organization reach **older adults who are of lesbian, gay, bisexual, or transgender orientation** to inform them of the contracted program and welcome them to participate?
The City of Madera activity guide is available on our City website that contains information. Our presence at local partner events with information. We post information on our facebook page, which all seniors can have access to.
How does your organization reach **older adults who are ethnic minorities,** and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?
Our partnership with local agencies that serve these particular senior needs, gives us the opportunity to reach many seniors who might not come to the senior centers or utilize social media. Though education to our partners we become a resource for the senior. We attend many community events where the information is shared.

EXHIBIT E
PROGRAM NARRATIVE

How does your organization reach **older adults who are Native Americans** to inform them of the contracted program and welcome them to participate?
Through the postings on facebook and the City of Madera website where the activity guide is available. Our partnerships with local agencies that serve the Native American senior have available information to share with the senior or refer them to us.
How does your organization reach **older adults with limited English proficiency** to inform them of the contracted program and welcome them to participate?
Seniors who attend the senior center can ask the Program Leader for assistance. Our Program Leaders speak Spanish. The activity guide on our City of Madera website is available in English and Spanish. Partnerships with Camarena Health, Public Health Department provide us with opportunities to be a resource for their participants with regards to transportation.
How does your organization reach **older adults who live in rural areas** to inform them of the contracted program and welcome them to participate?
The transportation information is listed in the City of Madera activity guide which is given out at rural commodities/food distribution sites. Our partnership with Madera Food Bank, Public Health Department, and Camarena Health provides us with opportunities to be a resource for their participants who attend their community events.
How does your organization reach **older adults with severe disabilities** *(severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)* to inform them of the contracted program and welcome them to participate?
We have partnerships with local agencies that serve this senior population in our community. Through their programs we are able to share the information regarding transportation. Caregivers have the opportunity to look at our City of Madera website for more information.
How does your organization reach older adults with **Alzheimer's disease or related disorders** with neurological & organic brain dysfunction, and the caregivers of the individuals, to inform them of the contracted program and welcome these older adults to participate?
Though our community events and partnerships, we are able to provide information concerning transportation needs. Information is available on our City of Madera website through the activity guide.

EXHIBIT E
PROGRAM NARRATIVE

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	**Year Established**

Type of Organization (Check One)			
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2. SERVICE AREA

Where will the contracted program be provided?		
Street Address	City	Zip Code
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3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	x	x	x
Spanish	x	x	x
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other:_____			

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?
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EXHIBIT E
PROGRAM NARRATIVE

Contracted Program:	Transportation

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EXHIBIT E
PROGRAM NARRATIVE

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Through marketing: ➢ Disperse information at food giveaways, Farmers markets, festivals ➢ Partner with local agencies that serve seniors ➢ Continue to have information on facebook and City of Madera website ➢ Signage at our Senior Centers

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.
➢ The increase in unduplicated ridership ➢ Response/requests from our targeted local agencies ➢ Response at food giveaways, farmers markets ➢ Asking the senior how they heard about the transportation program

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How does your organization reach **older adults who are socially isolated** *(need caused by non-economic factors)* to inform them of the contracted program and welcome them to participate?
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How does your organization reach **older adults who are of lesbian, gay, bisexual, or transgender orientation** to inform them of the contracted program and welcome them to participate?
The City of Madera activity guide is available on our City website that contains information. Our presence at local partner events with information. We post information on our facebook page, which all seniors can have access to.
How does your organization reach **older adults who are ethnic minorities,** and particularly those with greatest economic and/or social need, to inform them of the contracted program and welcome them to participate?
Our partnership with local agencies that serve these particular senior needs, gives us the opportunity to reach many seniors who might not come to the senior centers or utilize social media. Though education to our partners we become a resource for the senior. We attend many community events where the information is shared.

EXHIBIT E
PROGRAM NARRATIVE

How does your organization reach **older adults who are Native Americans** to inform them of the contracted program and welcome them to participate?
Through the postings on facebook and the City of Madera website where the activity guide is available. Our partnerships with local agencies that serve the Native American senior have available information to share with the senior or refer them to us.
How does your organization reach **older adults with limited English proficiency** to inform them of the contracted program and welcome them to participate?
Seniors who attend the senior center can ask the Program Leader for assistance. Our Program Leaders speak Spanish. The activity guide on our City of Madera website is available in English and Spanish. Partnerships with Camarena Health, Public Health Department provide us with opportunities to be a resource for their participants with regards to transportation.
How does your organization reach **older adults who live in rural areas** to inform them of the contracted program and welcome them to participate?
The transportation information is listed in the City of Madera activity guide which is given out at rural commodities/food distribution sites. Our partnership with Madera Food Bank, Public Health Department, and Camarena Health provides us with opportunities to be a resource for their participants who attend their community events.
How does your organization reach **older adults with severe disabilities** *(severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)* to inform them of the contracted program and welcome them to participate?
We have partnerships with local agencies that serve this senior population in our community. Through their programs we are able to share the information regarding transportation. Caregivers have the opportunity to look at our City of Madera website for more information.
How does your organization reach older adults with **Alzheimer's disease or related disorders** with neurological & organic brain dysfunction, and the caregivers of the individuals, to inform them of the contracted program and welcome these older adults to participate?
Though our community events and partnerships, we are able to provide information concerning transportation needs. Information is available on our City of Madera website through the activity guide.

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Frank Bergon Senior Center
Street Address	238 South D Street
City/ST/Zip	Madera, CA 93638

Primary Contact	Corinne Long		
Job Title	Community Services Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Secondary Contact	Mark Etheridge		
Job Title	Business Manager	E-mail	Metheridge@cityofmadera.com
Office Phone	559-661-5492	Cell Phone	

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB Radio
x	Emergency First Aid		Ham Radio
x	Cooking Facilities	x	Internet Access
x	Distribution Site for Food & Water	x	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	x	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	x	
Following a major disaster, can this site help transport older individuals to disaster services?		x
Does this site have a dedicated vehicle that is lift-equipped?		x
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	x	

How many people can this facility provide emergency shelter for?	100
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Pan American Community Center
Street Address	703 East Sherwood Way
City/ST/Zip	Madera, CA 93638

Primary Contact	Corinne Long		
Job Title	Community Services Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	559-661-5489	Cell Phone	559-232-3380

Secondary Contact	Mark Etheridge		
Job Title	Business Manager	E-mail	Metheridge@cityofmadera.com
Office Phone	559-661-5492	Cell Phone	

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB Radio
x	Emergency First Aid		Ham Radio
x	Cooking Facilities	x	Internet Access
x	Distribution Site for Food & Water	x	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	x	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	x	
Following a major disaster, can this site help transport older individuals to disaster services?		x
Does this site have a dedicated vehicle that is lift-equipped?		x
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	x	

How many people can this facility provide emergency shelter for?	390
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster:

EXHIBIT F

SERVICE PROVIDER EMERGENCY RESOURCE INFORMATION

Internal Revenue Service

Date: October 3, 2007

CITY OF MADERA
FINANCE DEPARTMENT
205 W 4TH ST
MADERA CA 93637-3527 050

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. Bonnie Lawson #17-57098
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
94-6000365

Dear Sir or Madam:

This is in response to your request of October 3, 2007, regarding your organization's federal tax status.

Our records indicate that your organization may be a governmental instrumentality or a political subdivision of a state.

No provision of the Internal Revenue Code imposes a tax on the income of governmental units (such as states and their political subdivisions). Therefore, it has been the position of the Service that income of governmental units is not generally subject to federal income taxation. If, however, an entity is not itself a governmental unit (or an "integral part" thereof), its income will be subject to tax unless an exclusion or exemption applies.

One exclusion is provided by section 115(1) of the Code, which excludes from gross income:

> "...income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Your organization's income may not be subject to tax, either because the organization is a governmental unit (or an "integral part" thereof), or because the income is excluded under section 115. In addition, your organization may also be eligible to receive charitable contributions, which are deductible for federal income, estate, and gift tax purposes. Also, your organization is probably exempt from many federal excise taxes.

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2002-1 or its successor.

Your organization may also qualify for exemption from federal income tax as an organization described in section 501(c)(3) of the Code. If the organization is an entity separate from the state, county, or municipal government, and if it does not have powers or purposes inconsistent with exemption (such as the power to tax or to exercise enforcement of regulatory powers), your organization would qualify under section 501(c)(3). To apply for exemption, complete Form 1023 and pay the required user fee.

Sometimes governmental units are asked to provide proof of their status as part of a grant application. If your organization is applying for a grant from a private foundation, the foundation may be requesting certain information from your organization because of the restrictions imposed by the Code on such foundations. One such restriction imposes a tax on private foundations that make any "taxable expenditures." Under section 4945(d) and (h) of the Code, "taxable expenditures" include (1) any grant to an organization (unless excepted), unless the foundation exercises "expenditure responsibility" with respect to the grant; and (2) any expenditure for non-charitable purposes. Under section 4942 of the Code, private foundations must also distribute certain amounts for charitable purposes each year--"qualifying distributions"--or incur a tax on the undistributed amount. "Qualifying distributions" include certain amounts paid to accomplish charitable purposes.

Private foundation grants to governmental units for public or charitable purposes are not taxable expenditures under these provisions, regardless of whether the foundation exercises "expenditure responsibility." Under section 53.4945-5(a)(4)(ii) of the Foundation and Similar Excise Tax Regulations, expenditure responsibility is not required for grants for charitable purposes to governmental units (as defined in section 170(c)(1) of the code). Similarly, grants to governmental units for public purposes are "qualifying distributions", under section 53.4942(a)-3(a) of the regulations; and, if they are for charitable purposes, will not be taxable expenditures, under section 53.4945-6(a) of the regulations. Most grants to governmental units will qualify as being for charitable (as well as public) purposes.

Because of these restrictions, some private foundations require grant applicants to submit a letter from the Service determining them to be exempt under section 501(c)(3) and classified as a non-private foundation. Such a letter, or an underlying requirement that a grantee be a public charity, is not legally required to be relieved from the restrictions described above, when the prospective grantee is a governmental unit and the grant is for qualifying (public or charitable) purposes.

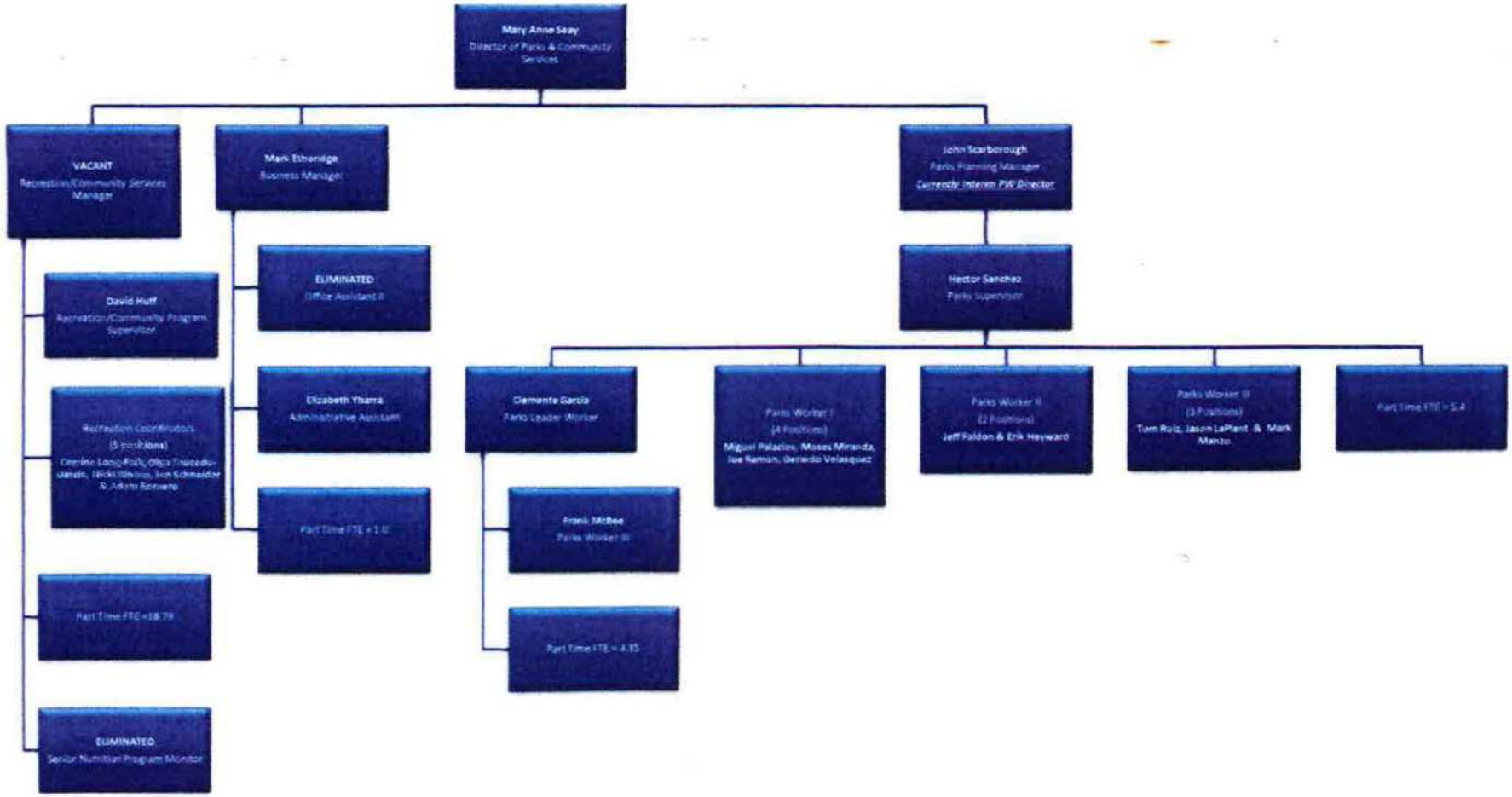
We believe this general information will be of assistance to your organization. This letter, however, is not a ruling and may not be relied on as such. If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

PARKS AND COMMUNITY SERVICES



CITY OF MADERA

DIRECTOR OF PARKS AND COMMUNITY SERVICES

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction, plans, manages, oversees and directs the operations and services of the Parks and Community Services Department which includes parks maintenance, facilities, recreation, golf course, senior services and transportation programs; coordinates activities with other City officials, departments, outside agencies and organizations; provides responsible and complex staff support to the City Council and City Administrator; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Director of Parks and Community Services** is a department head level class responsible for the overall administration and operation of the Parks and Community Services Department including parks maintenance, facilities, recreation and leisure programs, golf course maintenance and operations, senior services and transportation. This classification is distinguished from the next lower classifications of Parks Manager, Community Programs Manager, Recreation Programs Manager and Golf Course Superintendent by having overall responsibility for all parks, recreation, golf and senior services program activities for the City.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Administrator. Exercises direct and indirect supervision over professional, technical and office support personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Parks and Community Services Department activities and services including activities associated with parks and facilities maintenance, recreation and leisure program activities, golf course operations and maintenance, transportation and a variety of services provided to seniors throughout the county.

- Develops, implements and maintains Parks and Community Services Department goals, objectives, policies and priorities for appropriate service areas; ensures that established goals and priorities are achieved.

- Plans, directs and coordinates the Parks and Community Services Department's work plan through appropriate department staff; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluate work methods and procedures; identifies and resolves problems and/or issues.

- Reviews and evaluates service delivery methods and systems including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating procedures to enhance services.

- Oversees the selection, training and evaluation programs for all department personnel and program contractors; provides or coordinates staff training; identifies and resolves staff deficiencies; executes discipline and/or termination procedures.

- Inspects and evaluates the adequacy of existing parks, median maintenance, and grounds maintenance activities, community recreation and leisure services program components, golf course operations and maintenance, senior programs including social, leisure and nutritional services and prepares recommendations for budgets and grants; may oversee construction projects for facilities modifications or construction.

- Manages and coordinates the development of the Parks and Community Services Department's budget; monitors and approves expenditures; advises appropriate program personnel on budget matters; makes adjustments to the budget as is necessary; directs the collection of recreation related fees, charges and lease agreements for City facilities and parks.

- Provides staff assistance to the Parks and Recreation Advisory Community, Transit Advisory Committee, Council on Aging, Assessment Districts and other advisory commissions and boards as assigned.

- Meets with public groups, clubs, organizations and agencies to explain and promote recreational and senior activities and programs.

- Presents, justifies and defends programs, operations and activities; negotiates and resolves controversial program issues.

- Represents the Parks and Community Services Department to other departments and organizations; coordinates department activities with City programs and organizations.

- Serves as a resource for program personnel, assessment districts, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.

- Attends and participates in professional, and community meetings as necessary; stays current on issues relative to the field of recreational services, seniors' programs and parks management; responds to and resolves sensitive and complex community and organizational inquiries and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard.

Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and face-to-face service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Director of Parks and Community Services**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of program administration experience in municipal recreation, leisure, senior services and parks activities, including at least three in a responsible management or supervisory capacity, and a Bachelor's degree in public administration, recreation administration or a closely related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Modern principles, practices and techniques of parks, recreation, golf course, senior services and transportation administration, organization and operation; common recreational and social needs of various age groups; principles and practices of parks and facilities operations and maintenance; principles of assessing senior citizens' needs and designing programs to meet those needs; principles and procedures for implementing and directing a wide variety of recreation activities and the development of programs throughout the community; principles and methods of program planning and evaluation; participation; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; principles and practices of budget administration; occupational hazards and standard safety practices.

Ability to:

Plan, direct, manage and coordinate the work of the Parks and Community Services Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; develop and administer a recreation and senior development program suited to the needs of the community; operate and maintain a variety of parks and sports facilities; plan, organize, coordinate and direct the development and implementation of recreation programs; properly interpret and make decisions in accordance with laws, regulations and policies; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; supervise, train and motivate department personnel; facilitate group participation and consensus building; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

MARY ANNE SEAY

6443 North Pleasant Ave
Fresno, CA 93711
559-978-3269
maseay@sbcglobal.net

OBJECTIVE

Municipal Department Head with more than 25 years of increasingly responsible city leadership experience. Seeking a position to demonstrate a proven track-record of skilled communication, problem solving, system creation, building successful work teams and improving the quality of life for residents.

EDUCATION

Bachelor of Arts – Speech Communication | California State University, Fresno
SEPTEMBER 1984 – DECEMBER 1988
Graduated from CSUF with honors in Speech Communication. Taught *Group Communication* and *Introduction to Public Speaking* to university undergraduates while taking Master's level courses.

EXPERIENCE

Director of Parks & Community Services | City of Madera
AUGUST 2007 – PRESENT
Oversee Madera's Parks & Community Services Department including: maintenance of park/trail/median island/landscaped maintenance zones, and the municipal golf course; parks related capital projects; volunteer programs; and recreation/community service programs for residents of all ages.

Community Services Manager | City of Fresno
JUNE 1989 – AUGUST 2007
Began as a seasonal Pool Manager in 1989 and promoted to Supervisor, Supervisor II, and eventually a Division Manager in March of 2005.

Lecturer | California State University, Fresno
JANUARY 2005 – MAY 2006
Instructed university juniors and seniors on the principles of green and open space design, maintenance, and operations.

SKILLS

- Project Management
- Strong Communication (written and oral)
- Problem Solving
- Capacity Building
- Team Building
- Collaboration

ACTIVITIES

California Park and Recreation Society Member; National Recreation and Park Association Member; & Life Member of Phi Kappa Phi Honor Society, Golden Key Honor Society and CA Scholastic Federation.

City of Madera

Notice of Council Reorganization

The City Council of the City of Madera, at its Regular Meeting held on Wednesday, December 6, 2017, reorganized as follows:

MAYOR	**ANDREW J. MEDELLIN** (Mayor Term Ending December 2020)
MAYOR PRO TEM	**JOSE RODRIGUEZ, District 2** (Mayor Pro Tem Term Ending December 2018) (Council Member Term Ending December 2020)
COUNCIL MEMBER	**CECE FOLEY GALLEGOS, District 1** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**WILLIAM OLIVER, District 3** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**DEREK O. ROBINSON SR., District 4** (Council Member Term Ending December 2020)
COUNCIL MEMBER	**CHARLES F. RIGBY, District 5** (Council Member Term Ending December 2018)
COUNCIL MEMBER	**DONALD E. HOLLEY, District 6** (Council Member Term Ending December 2020)

Regular meetings of the Madera City Council are held on the first and third Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall located at 205 West Fourth Street, Madera, California 93637.

City of Madera City Clerk
(559) 661-5405
salvarez@cityofmadera.com
Revised: 12/07/17

RETURN TO AGENDA

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF July 18, 2018

AGENDA ITEM NUMBER B-7
APPROVED BY

GRANTS ADMINISTRATOR

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM, AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT; ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIP PROGRAM

RECOMMENDATION: Staff recommends Council approve the Resolution.

DISCUSSION: The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) on June of 2018 for the HOME Investment Partnerships Program (HOME). It provides notice of the availability of approximately $72 million in funds for the HOME program. These funds include approximately $29 million in allocated 2017 HOME federal funds and $43 million in estimated 2018 HOME federal funds. HCD will release a NOFA amendment if there is a substantial difference in HCD's 2018 federal HOME allocation. Funds are available statewide on a competitive basis for affordable housing activities. Eligible applicants include local governments and nonprofits.

The City is eligible for a maximum activity funding request of $500,000. Applicants may request this entire amount or divide it among other proposed housing assistance activities. Based on the most recent experience, staff has decided to submit an application requesting $500,000 to fund the City's First Time Homebuyer Program (FTHB).

Eligible applicants shall be low or very-low income first time homebuyers. The program shall offer deferred, zero-interest loans, due and payable when title to the home changes, or the home is not the owner's primary residence, or the home owner refinances with cash out. The amount of FTHB assistance shall be limited to the minimum amount necessary to ensure good quality, affordable and financially viable housing for the duration of the affordability period, as determined by a subsidy layering analysis and underwriting of the project financing.

FINANCIAL IMPACT: Administration of the program will not adversely impact the General Fund. A successful grant application will provide enough activity delivery revenue to effectively manage the program and has the potential to reduce other impacts on the General Fund.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The HOME grant will provide the City with the necessary funds to promote the following elements of the Vision Plan:

Strategy 101.8:	Promote and encourage development and redevelopment of low- and moderate-cost housing.
Strategy 135:	Ensure adequate supply of affordable, accessible and barrier-free housing city-wide.

RESOLUTION NO. 18-_____

THE GOVERNING BOARD OF
THE CITY OF MADERA

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, HEREBY AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM, AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT; AND AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM

WHEREAS, The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200 and;

WHEREAS, On June 2018 the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").

WHEREAS, In response to the June 2018 HOME NOFA, the City of Madera a political subdivision of the State of California, (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds.

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

1. In response to the June 2018 HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Five Hundred Thousand Dollars ($500,000) for the following program:

   First Time Homebuyer (FTHB) down payment assistance for low or very low-income homeowners in the form of deferred, zero-interest loans, in second position, due and payable when title to the home changes, or the home is not the owner's primary residence, or the home owner refinances with cash out. The amount of FTHB assistance shall be limited to the minimum amount necessary to ensure good quality, affordable and financially viable housing for the duration of the affordability period, as determined by a subsidy layering analysis and underwriting of the project financing. All program activities shall be located within the city limits of the City of Madera, California. $500,000.

2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited

above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3. The applicant authorizes City Administrator, or his/her designee(s) to execute, in the name of the applicant, the required documents.

4. This resolution is effective immediately upon adoption.

****

RETURN TO AGENDA

Report to City Council

Council Meeting of July 18, 2018
Agenda Item Number B-8

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving an Agreement for Special Services Between the City of Madera and the Law Firm of Liebert Cassidy Whitmore for Continued Participation in the Central Valley Employment Relations Consortium, Ratifying Participation in the Agreement as of July 1, 2018, and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION

Staff recommends Council adopt the resolution approving the Agreement for Special Services with Liebert Cassidy Whitmore, ratifying participation as of July 1, 2018, and authorizing the Mayor to execute the agreement on behalf of the City.

HISTORY

Since 1991, the City has been a member of the Central Valley Employment Relations Consortium along with other public agencies for training and labor law consultation. Specific services provided are five days of training on various employment related topics selected by consortium members, legal consultation on employment matters by telephone and email, and monthly labor and employment law newsletters as well as legislative and case law updates.

SITUATION

Continued participation in the consortium requires execution of an agreement for special services with the firm. With our continued participation, the City is able to meet the challenge of providing cost effective and current employment law training to supervisors, managers, and department heads. The training classes are selected each year by vote of the members of the Consortium. Classes for 2018-19 are listed below. Unless otherwise indicated, each topic is a half-day session.

- Maximizing Supervisory Skills for the First Line Supervisor (full day)
- Maximizing Performance through Evaluation, Documentation and Discipline
- A Guide to Implementing Public Employee Discipline
- Risk Management Skills for the Front Line Supervisor
- Public Sector Employment Law Update

- Legal Issues Regarding Hiring and Promotion
- Leaves, Leaves and More Leaves
- Human Resources Academy I
- Human Resources Academy II

FISCAL IMPACT

The cost for continued participation in the Consortium will be $2,365.00 for the 2018-19 year. This is the same as paid in 2017-18 with no increase in the fee. Participation in the Consortium is paid through the Insurance Reserve Fund and the identified training is made available without charge to all City departments. Adequate funds have been included in the adopted 2018-19 budget for continued participation in the Consortium.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor law training and consultation for City of Madera employees 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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR SPECIAL SERVICES BETWEEN THE CITY OF MADERA AND THE LAW FIRM OF LIEBERT CASSIDY WHITMORE FOR CONTINUED PARTICIPATION IN THE CENTRAL VALLEY EMPLOYMENT RELATIONS CONSORTIUM, RATIFYING PARTICIPATION IN THE AGREEMENT AS OF JULY 1, 2018, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has a need to secure expert training and consultation services to assist the City in its employee and labor relations; and

WHEREAS, the City wishes to provide timely and cost effective training for supervisory staff relative to employee and labor relations issues; and

WHEREAS, the City desires to continue participation in the Central Valley Employment Relations Consortium.

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 for Special Services between the City and Liebert Cassidy Whitmore, on file with the Office of the City Clerk and referred to for more particulars, is approved.

3. The Mayor is authorized to execute the Agreement for Special Services on behalf of the City of Madera.

4. Participation in the Agreement is hereby ratified as of July 1, 2018.

5. This resolution is effective immediately upon adoption.

* *

AGREEMENT FOR SPECIAL SERVICES

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

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

WHEREAS Agency has determined that no less than forty-one (41) public agencies in the Central Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

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

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2018, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

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

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

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

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

Fee:

Attorney will provide these special services to Agency for a fee of Two Thousand Three Hundred Sixty Five Dollars ($2,365.00) payable in one payment prior to August 1, 2018. The fee, if paid after August 1, 2018 will be $2,465.00.

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

Additional Services:

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

The range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Seventy Dollars ($210.00 - $370.00) per hour for attorney staff, One Hundred Ninety-Five Dollars to Two Hundred Thirty Dollars ($195.00 - $230.00) per hour for Labor Relations/HR Consultant and from Eighty to One Hundred Seventy Dollars ($80.00 - $170.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

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

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2018. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than forty-one (41) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2018.

Dated: 6/8/18

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By _____

Dated: _____

CITY OF MADERA
A Municipal Corporation

By _____

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of July 18, 2018
Agenda Item Number B-9

SUBJECT:
CONSIDERATION OF A RESOLUTION APPROVING ESCROW AGREEMENT FOR SECURITY IN LIEU OF RETENTION WITH CUSHMAN CONTRACTING CORPORATION FOR WASTE WATER TREATMENT PLANT REHABILITATION, PROJECT 18-02 THE MAYOR IS AUTHORIZED TO EXECUTE AGREEMENT ON BEHALF OF CITY, IN ADDITION TO AUTHORIZING THE CITY ENGINEER TO EXECUTE ASSOCIATED PROJECT DOCUMENTS ON BEHALF OF THE CITY

RECOMMENDATION:

1. That the City Council approves Resolution No. 18-___

   a. Approving the Agreement for security in lieu of retention with Cushman Contracting Corporation for Waste Water Treatment Plant Rehabilitation, Project 18-02.

   b. The Mayor is authorized to execute the Agreement on behalf of the City.

   c. Authorizing the City Engineer to execute associated project documents on behalf of the City.

SUMMARY:
The Contractor for the Waste Water Rehabilitation, Project 18-02 has exercised the option to request substitution of securities in lieu of withheld retention in accordance with California Public Contract Code 22300. The purpose of retention is to ensure that the contractor properly completes the activities required of them under the contract.

In this case, the Contractor has requested that the 5% retention withheld from each monthly progress payment be deposited into an escrow account. At the close of the project, providing the Contractor satisfactorily performed under the terms of the contract, the funds and any interest earned will be released to the Contractor upon written verification from the City.

SITUATION:
On April 18, 2018 the City Council awarded and entered into a Contract for the Waste Water Rehabilitation, Project 18-02 to Cushman Contracting Corporation Subsequently, Cushman Contracting Corporation, submitted a Request for Substitution of Securities in the form of an Escrow Agreement as allowable under Paragraph 7 of the Construction Agreement which reads as follows:

> "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."

Per the Contract, 5% of the moneys earned with each progress payment will be withheld from the contractor to ensure performance under the contract. Typically, these funds are held by the City until satisfactory completion of the project. These funds are released in the form of a check to the contractor 35 days following the filing of the Notice of Completion. With approval and execution of the requested Escrow Agreement for Security Deposit In lieu of Retention, the 5% retention will now be deposited with the escrow account at the same time the City issues each progress payment. The City does have the ability to access these funds in case of default under the contract. No funds can be released to the Contractor without written consent from the City.

The agreement has been reviewed as to form and complies with Section 22300 of the Public Contract Code.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This proposed action is consistent with the Madera Vision Plan, specifically:
Action 115.5 "Insure the physical and financial sustainability of the City's existing and expanding sewer and water infrastructure."

FINANCIAL IMPACT:

Funding is appropriated in the FY 2017/18 Sewer System Utility Fund-Account No. 2040-82-300-3420-00-00-7030 for Project WWTP18-02 17/18 Essential Repairs.

The construction of this project will not have a financial impact on the City's General Fund.

There will be no financial impact to the City's General Fund with approval of the Escrow Account and this action has no bearing on any funding sources associated with this project beyond an unavoidable impact associated with the loss of interest earned on the retention funding typically held in the City accounts. Any interest earned on the funds withheld for retention would be typically be allocated back to the original funding sources.

RESOLUTION NO. 18-__

A RESOLUTION APPROVING ESCROW AGREEMENT FOR SECURITY IN LIEU OF RETENTION WITH CUSHMAN CONTRACTING CORPORATION FOR WASTE WATER TREATMENT PLANT REHABILITATION, PROJECT 18-02 THE MAYOR IS AUTHORIZED TO EXECUTE AGREEMENT ON BEHALF OF CITY, IN ADDITION TO AUTHORIZING THE CITY ENGINEER TO EXECUTE ASSOCIATED PROJECT DOCUMENTS ON BEHALF OF THE CITY

WHEREAS, the City of Madera entered into a construction agreement for the Waste Water Rehabilitation, Project 18-02 with Cushman Contracting Corporation "Contractor", on April 18, 2018; and

WHEREAS, in accordance with Division 2, Part 5, Section 22300 of the California Public Contract Code the Contractor may, at his request and expense, substitute securities in lieu of withheld retention earnings; and

WHEREAS, the Contractor has requested the City enter into an Escrow Agreement for deposit of the 5% performance retention earnings typically withheld throughout progress on the project as further described in the City of Madera Escrow Agreement for Security Deposit in Lieu of Retention; and

WHEREAS, the Public Contract Code ensures that the funds are not released to the Contractor until receipt of written verification from the City of Madera, as Owner of the project, of satisfactory completion of the project.

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 Agreement for Security in Lieu of Retention with Cushman Contracting Corporation, for the Waste Water Rehabilitation, Project 18-02, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved.

3. The Mayor is authorized to execute the agreement on behalf of the City.

4. Authorizing the City Engineer to execute associated project documents on behalf of the City.

5. This Resolution is effective immediately upon adoption.

****

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between The City of Madera, a public agency, whose address is 205 West Fourth Street, Madera CA. 93637, hereinafter called the "Owner," CUSHMAN CONTRACTING CORPORATION, a California corporation, whose address is P.O. Box 147, Goleta, California 93116, hereinafter called the "Contractor," and First Republic Bank, whose address is 1200 State St., Santa Barbara, California 93101, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, the Contractor, and the Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contractor has the option to deposit securities with the Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the construction contract entered into between the Owner and the Contractor for the The City of Madera WWTP Rehabilitation Project, in the amount of Three Million Three Hundred Twelve Thousand Dollars ($3,312,000.00) dated April 2018(hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and the Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payment to the Contractor for those funds which otherwise would be withheld from the progress payments pursuant to the Contract provisions, provided that the Escrow Agent, First Republic Bank, holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) The Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, the Contractor, and the Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor

and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.

(6) The Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to the Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by the Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to the Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) The Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and the Contractor shall hold the Escrow Agent harmless from the Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the Owner:

Title: Mayor

Name: Andrew J. Medellin

_____

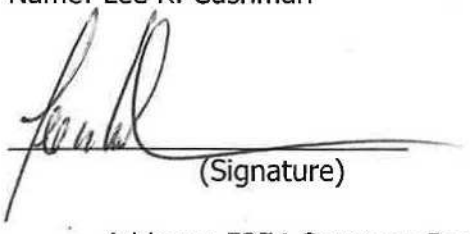
(Signature)

Address: 205 West 4th Street,
Madera, CA. 93637

On behalf of the Contractor:

Title: Corporate Secretary

Name: Lee R. Cushman



(Signature)

Address: 5354 Overpass Road,
Santa Barbara, CA 93111

Approved As To Form:

By_____
Brent Richardson, City Attorney

Address: 205 West 4th Street, Madera, CA. 93637

On behalf of the Escrow Agent:

Title: DIRECTOR

Name: MICHAEL T. WARD

(Signature)

_____6/27/18_____
(Date)

Address:
1200 State St.
Santa Barbara, CA 93101

At the time the Escrow Account, 80006858437, is opened, the Owner and the Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner
The City of Madera

By _____
Andrew J. Medellin, Mayor

Contractor

CUSHAMN CONTRACTING CORPORATION,
a California corporation

By _____
Lee R. Cushman, Secretary

Witnessed by:

By_____
Sonia Alvarez, City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

COUNCIL MEETING OF July 18, 2018

AGENDA ITEM NUMBER B-10

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING TEN EASEMENT DEEDS, IN CONJUNCTION WITH THE MADERA HEALTH AND HUMAN SERVICES PROJECT LOCATED AT THE SOUTH EAST CORNER OF TOZER STREET AND AVENUE 14 1/2, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED THE DEEDS AND CERTIFICATES OF ACCEPTANCE

RECOMMENDATION:

That the City Council approves Resolution No. 18 - ___:

1. Accepting the STREET EASEMENT DEEDS as offered by **THE COUNTY OF MADERA, MADERA H&HS 1 LLC, MADERA H&HS 2 LLC AND MADERA H&HS 3 LLC,**

2. Authorizing the City Clerk to execute of the Certificates of Acceptance for said deeds and cause the deeds to be recorded.

SUMMARY:

THE COUNTY OF MADERA, together with its private development partner Madera H&HS, has begun construction of a new Health and Human Services Complex at the south east corner of Tozer Street and Avenue 14 ½ (Sunrise Avenue). The County of Madera has offered to the City of Madera the appropriate street, utility, pedestrian and landscape easements as required by an agreement between the City and County. It is recommended that the City Council accept

these easement offers as they meet the City's dedication requirements. Copies of the deeds are attached.

HISTORY:

The County of Madera has entered into an agreement with the City of Madera for an Outside City Limits Water and Sewer Connection for the Madera County Health and Human Services project, located on the south east corner of Tozer Street and Avenue 14 ½ (Sunrise). This agreement was recorded as document number 2017030698, on December 8, 2017. A component of this agreement required the County to dedicate street and utility easements along the entire project parcel frontage on Road 28 (Tozer Street) and Avenue 14 ½. Because the project is a collaborative effort between the County of Madera and a private development partner, the deeds are being offered by four distinct entities, namely County of Madera, Madera H&HS 1 LLC, Madera H&HS 2 LLC and Madera H&HS 3 LLC.

FISCAL IMPACT:

Acceptance of the aforementioned easement deeds imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth, as well as Action 126, which calls for safe and aesthetically pleasing streets.

RESOLUTION NO. 18 - ___

A RESOLUTION ACCEPTING TEN EASEMENT DEEDS, IN CONJUNCTION WITH THE MADERA HEALTH AND HUMAN SERVICES PROJECT LOCATED AT THE SOUTH EAST CORNER OF TOZER STREET AND AVENUE 14 1/2, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED THE DEEDS AND CERTIFICATES OF ACCEPTANCE

WHEREAS, property owners, **THE COUNTY OF MADERA, MADERA H&HS 1 LLC, MADERA H&HS 2 LLC AND MADERA H&HS 3 LLC**, have offered for dedication to the City street, utility, pedestrian and landscaping easement deeds; and

WHEREAS, the City Engineer has certified to this Council that the easement deeds offered meet the current project's dedication requirements.

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 Easement Deeds, copies of which are on file in the office of the City Clerk and referred to for particulars, are accepted.

3. The City Clerk is hereby authorized and directed to execute and cause to be recorded, the Easement Deeds and Certificates of Acceptance as authorized by Resolution No 1572 adopted November 21, 1960.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * *

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0
Fee exempt per Section 27388.1 (a)(2)(D) of the Government Code
APN: 035-221-016

PUBLIC UTILITY AND PEDESTRIAN EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **THE COUNTY OF MADERA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

A public access easement for public utility and pedestrian uses and any and all other municipal purposes, over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof.

Date: 6/18/14

THE COUNTY OF MADERA,
a political subdivision of the State of California

By: _____

Printed Name: Eric Fleming

Its: County Administrative Officer

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

State of California)
County of Madera)

On 6/18/18, before me, Colleen Karby, Notary Public, personally appeared Eric Fleming 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

Colleen Karby

COLLEEN KARBY
Notary Public – California
Madera County
Commission # 2227372
My Comm. Expires Feb 1, 2022

EXHIBIT "A"

Public Utility and Pedestrian Easement

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to County of Madera, filed for record August 25, 2010 as Document No. 2010017421, Madera County Records, and situate in the southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, being more particularly described as follows:

A 10-foot wide strip of land, the West line of which is coincident with course (1) of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 1321.00 feet to the southwest corner of said Lot 24; thence along the South line of said Lot 24, North 89°46'27" East 50.00 feet to the **TRUE POINT OF BEGINNING**;

thence (1), parallel with and 50.00 feet distant at right angles from said West lines North 00°30'57" West 766.78 feet;

thence (2), northerly 27.70 feet along the arc of a curve concave to the East having a radius of 104.50 feet through a central angle of 15°11'21";

thence (3), northerly 33.01 feet along the arc of a reverse curve concave to the West having a radius of 124.50 feet, to which beginning a radial line bears South 75°19'36" East, through a central angle of 15°11'21" to a point which is 58.00 feet distant at right angles from said West lines;

thence (4), parallel with said West lines, North 00°30'57" West 100.00 feet;

thence (5), northerly 33.01 feet along the arc of a curve concave to the West having a radius of 124.50 feet through a central angle of 15°11'22";

thence (6), northerly 27.70 feet along the arc of a reverse curve concave to the East having a radius of 104.50 feet, to which beginning a radial line bears South 74°17'41" West, through a central angle of 15°11'22" to a point which is 50.00 feet distant at right angles from said West lines;

thence (7) parallel with said West lines, North 00°30'57" West 254.08 feet;

thence (8), northeasterly 47.27 feet along the arc of a curve concave to the southeast having a radius of 30.00 feet through a central angle of 90°16'47" to a point which is 50.00 feet distant at right angles from the North line of said southwest quarter;

thence (9), parallel with said North line, North 89°45'50" East 529.12 feet;

thence (10), easterly 27.70 feet along the arc of a curve concave to the South having a radius of 104.50 feet through a central angle of 15°11'22";

thence (11), easterly 33.01 feet along the arc of a reverse curve concave to the North having a radius of 124.50 feet, to which beginning a radial line bears South 14°57'12" West, through a central angle of 15°11'22" to a point which is 58.00 feet distant at right angles from said North line;

thence (12), parallel with said North line, North 89°45'50" East 100.00 feet;

thence (13), easterly 33.01 feet along the arc of a curve concave to the North having a radius of 124.50 feet through a central angle of 15°11'21";

thence (14), easterly 27.70 feet along the arc of a reverse curve concave to the South having a radius of 104.50 feet, to which beginning a radial line bears North 15°25'31" West, through a central angle of 15°11'21" to a point which is 50.00 feet distant at right angles from said North line;

thence (15), parallel with said North line, North 89°45'50" East 493.78 feet to a point on the East line of Lot 23 of said "Map of Lankershim Colony and Addition to the Town of Madera", and the terminal point of this description.

Containing 2,357 square feet [0.05 acres], more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

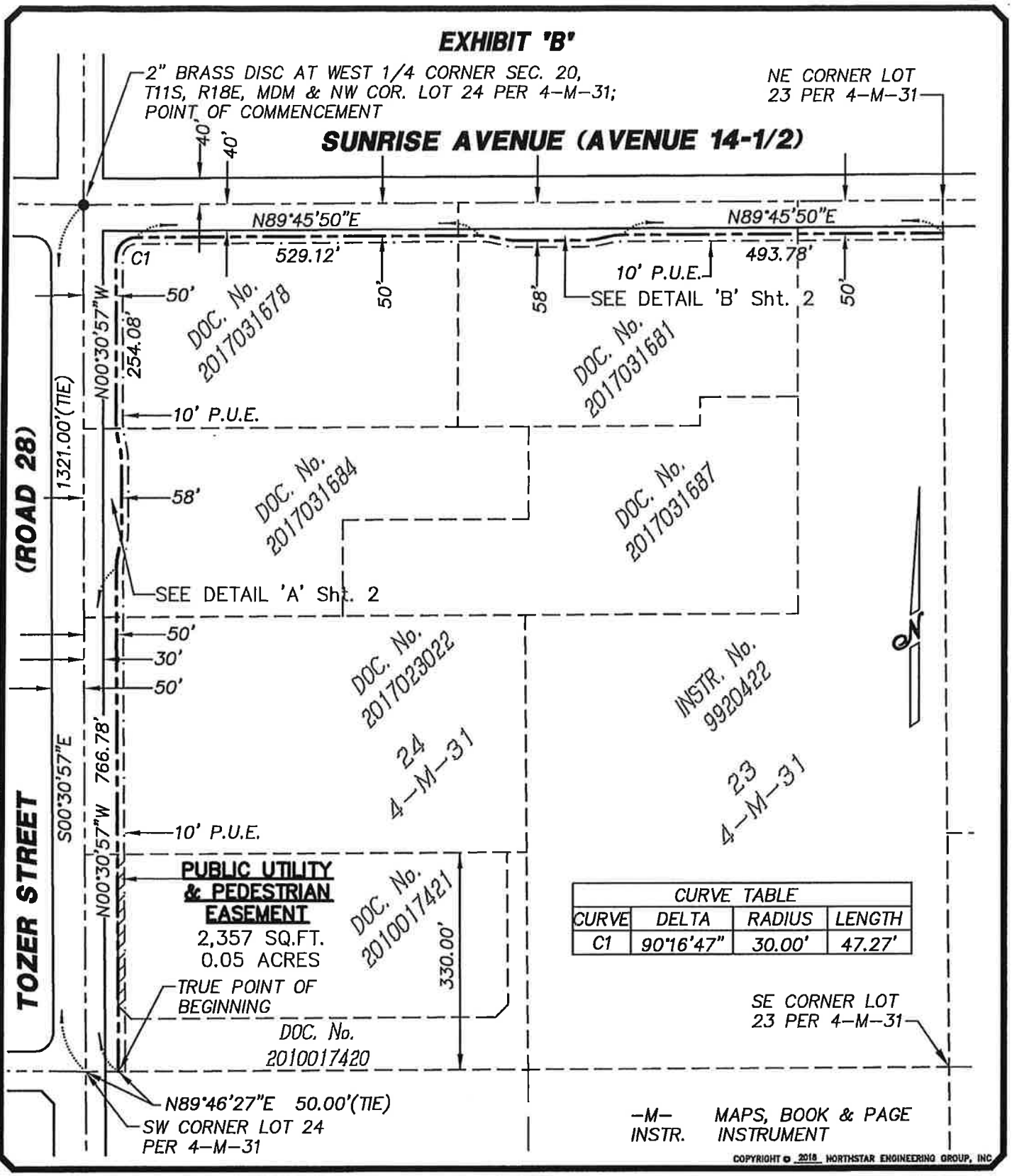


R. Groenewoud

Rien Groenewoud, P.L.S. 6946

6/4/18

EXHIBIT 'B'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°16'47"	30.00'	47.27'

-M- MAPS, BOOK & PAGE
INSTR. INSTRUMENT

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NorthStar Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

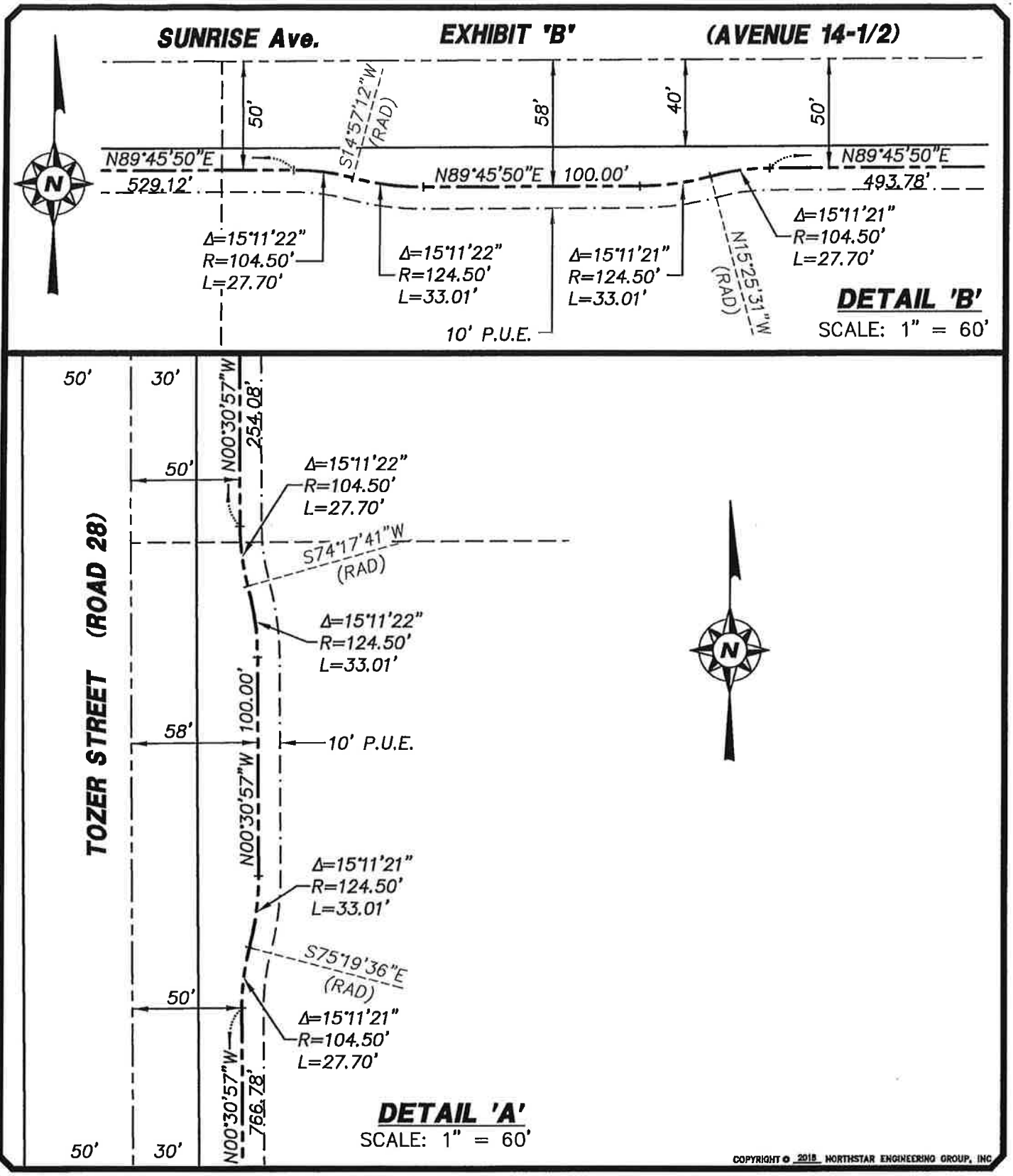
PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=200'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	01 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Easements\Street+PUE+Pedestrian Easement\16-1839 PUE+Pedestrian Easement-16.dwg PLOTTED: 06/4/18 13:52



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620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	02 OF 02

DWG NAME: K:\16-1839 Madera County Health and Social Services\Survey\Mapping\Drawings\Street-HPE-Pedestrian Easement\16-1839 PUE+Pedestrian Easement-16.dwg PLOTTED: 06/4/18 13:52

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0
Fee exempt per Section 27388.1 (a)(2)(D) of the Government Code
APN: 035-221-023

STREET AND PUBLIC UTILITY AND PEDESTRIAN EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **THE COUNTY OF MADERA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof.

Date: 6/18/14

THE COUNTY OF MADERA,
a political subdivision of the State of California

By: _____

Printed Name: Eric Fleming

Its: County Administrative Officer

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

State of California)
County of Madera)

On 6/18/18, before me, Colleen Karby, Notary Public, personally appeared Eric Fleming 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

Colleen Karby

COLLEEN KARBY
Notary Public – California
Madera County
Commission # 2227372
My Comm. Expires Feb 1, 2022

EXHIBIT "A"

Street and Public Utility and Pedestrian Easement

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to County of Madera, filed for record July 21, 1999 as Instrument No. 9920422, Madera County Records, and situate in the southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, lying northerly of course (15) of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 1321.00 feet to the southwest corner of said Lot 24; thence along the South line of said Lot 24, North 89°46'27" East 50.00 feet to the **TRUE POINT OF BEGINNING**;

thence (1), parallel with and 50.00 feet distant at right angles from said West lines North 00°30'57" West 766.78 feet;

thence (2), northerly 27.70 feet along the arc of a curve concave to the East having a radius of 104.50 feet through a central angle of 15°11'21";

thence (3), northerly 33.01 feet along the arc of a reverse curve concave to the West having a radius of 124.50 feet, to which beginning a radial line bears South 75°19'36" East, through a central angle of 15°11'21" to a point which is 58.00 feet distant at right angles from said West lines;

thence (4), parallel with said West lines, North 00°30'57" West 100.00 feet;

thence (5), northerly 33.01 feet along the arc of a curve concave to the West having a radius of 124.50 feet through a central angle of 15°11'22";

thence (6), northerly 27.70 feet along the arc of a reverse curve concave to the East having a radius of 104.50 feet, to which beginning a radial line bears South 74°17'41" West, through a central angle of 15°11'22" to a point which is 50.00 feet distant at right angles from said West lines;

thence (7) parallel with said West lines, North 00°30'57" West 254.08 feet;

thence (8), northeasterly 47.27 feet along the arc of a curve concave to the southeast having a radius of 30.00 feet through a central angle of 90°16'47" to a point which is 50.00 feet distant at right angles from the North line of said southwest quarter;

thence (9), parallel with said North line, North 89°45'50" East 529.12 feet;

thence (10), easterly 27.70 feet along the arc of a curve concave to the South having a radius of 104.50 feet through a central angle of 15°11'22";

thence (11), easterly 33.01 feet along the arc of a reverse curve concave to the North having a radius of 124.50 feet, to which beginning a radial line bears South 14°57'12" West, through a central angle of 15°11'22" to a point which is 58.00 feet distant at right angles from said North line;

thence (12), parallel with said North line, North 89°45'50" East 100.00 feet;

thence (13), easterly 33.01 feet along the arc of a curve concave to the North having a radius of 124.50 feet through a central angle of 15°11'21";

thence (14), easterly 27.70 feet along the arc of a reverse curve concave to the South having a radius of 104.50 feet, to which beginning a radial line bears North 15°25'31" West, through a central angle of 15°11'21" to a point which is 50.00 feet distant at right angles from said North line;

thence (15), parallel with said North line, North 89°45'50" East 493.78 feet to a point on the East line of Lot 23 of said "Map of Lankershim Colony and Addition to the Town of Madera", and the terminal point of this description.

TOGETHER WITH the following described real property, lying within and being a portion of said County of Madera land:

A 10-foot wide Public Utility Easement, the North line of which is coincident with said courses (15).

EXCEPTING THEREFROM that portion lying within the lands, described in Grant Deed to Madera H&HS 2 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031681, Madera County Records

Containing 13,460 square feet [0.31 acres], more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

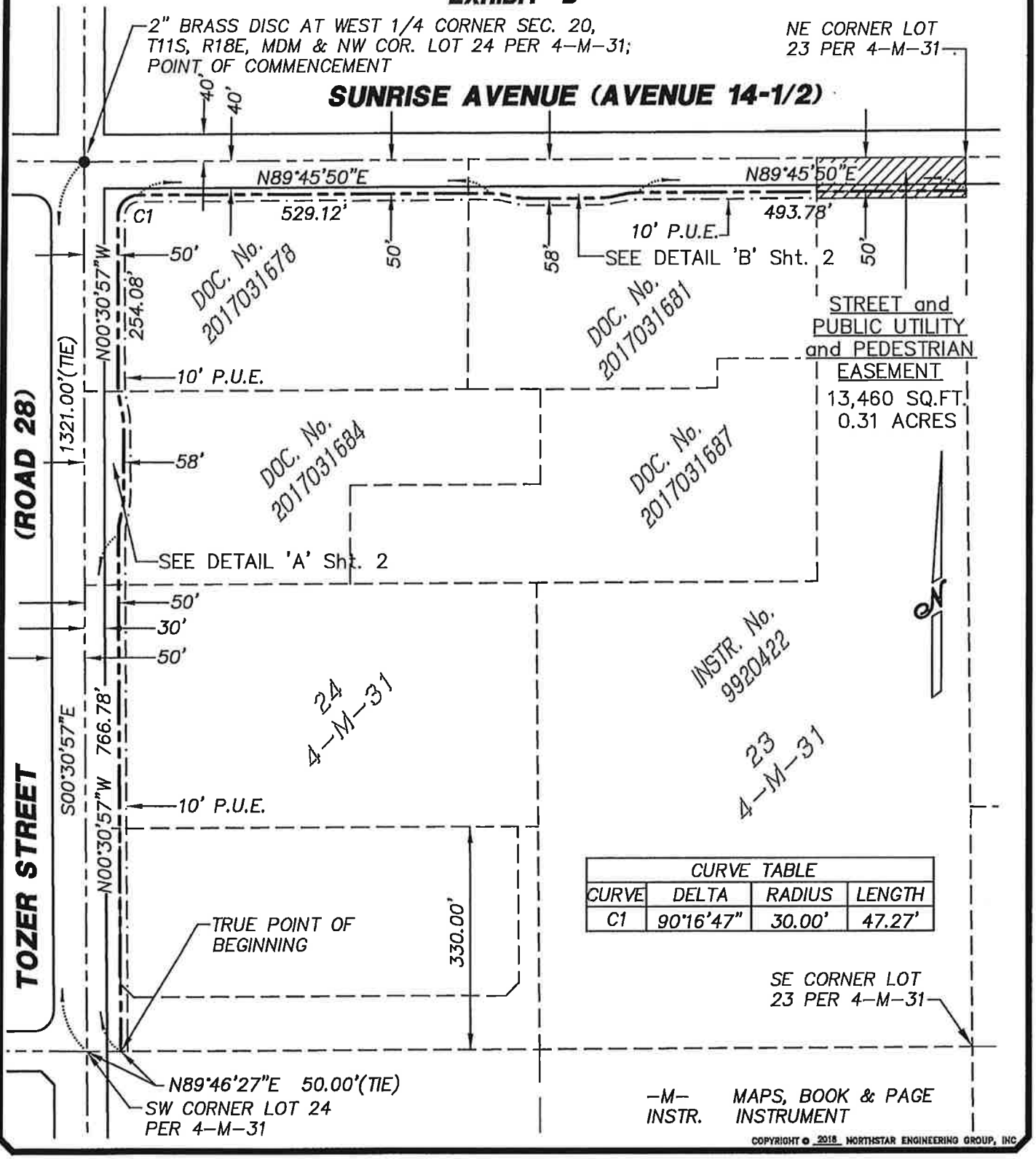


R. Groenewoud

Rien Groenewoud, P.L.S. 6946

6/5/18

EXHIBIT 'B'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°16'47"	30.00'	47.27'

-M- MAPS, BOOK & PAGE
INSTR. INSTRUMENT

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(209) 524-3525 Phone (209) 524-3526 Fax

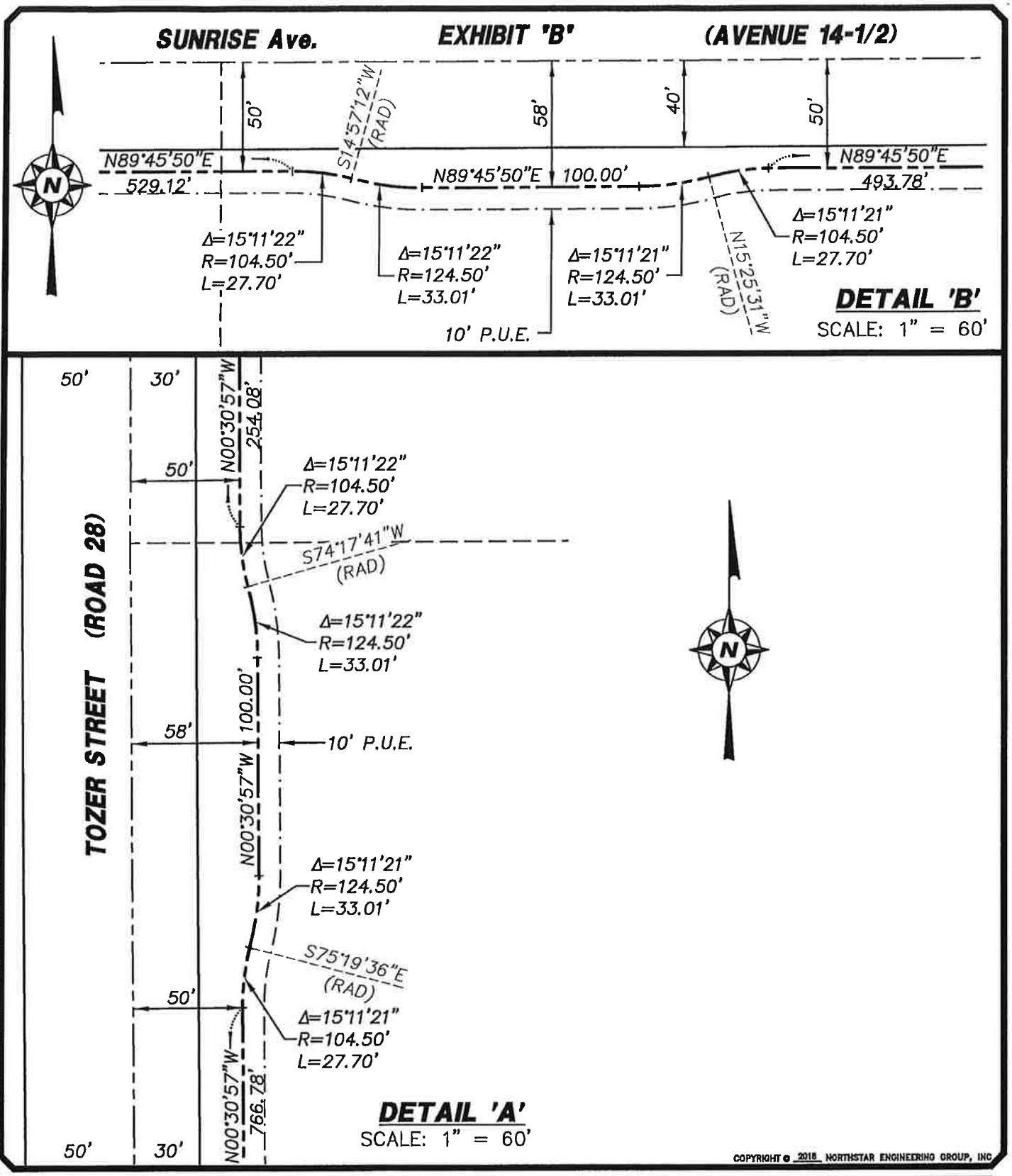
PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=200'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	01 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Easements\Street+PUE+Pedestrian Easement\J16-1839 Street+PUE+Pedestrian Easement.dwg



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620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/05/18
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	02 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Easements\Street\PUE\Patterson Easement\16-1839 ROADSIDE\Plat\Plat-Sheet-2.dwg

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0
Fee exempt per Section 27388.1 (a)(2)(D) of the Government Code
APN: 035-221-015

STREET AND PUBLIC UTILITY AND PEDESTRIAN EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **THE COUNTY OF MADERA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof.

Date: 6/18/18

THE COUNTY OF MADERA,
a political subdivision of the State of California

By: _____

Printed Name: Eric Fleming

Its: County Administrative Officer

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

State of California)
County of Madera)

On 6/18/18, before me, Colleen Karby, Notary Public, personally appeared Eric Fleming 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

Colleen Karby

COLLEEN KARBY
Notary Public – California
Madera County
Commission # 2227372
My Comm. Expires Feb 1, 2022

EXHIBIT "A"

Street and Public Utility and Pedestrian Easement

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to County of Madera, filed for record August 25, 2010 as Document No. 2010017420, Madera County Records, and situate in the southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, lying westerly of course (1) of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 1321.00 feet to the southwest corner of said Lot 24; thence along the South line of said Lot 24, North 89°46'27" East 50.00 feet to the **TRUE POINT OF BEGINNING**;

thence (1), parallel with and 50.00 feet distant at right angles from said West lines North 00°30'57" West 766.78 feet;

thence (2), northerly 27.70 feet along the arc of a curve concave to the East having a radius of 104.50 feet through a central angle of 15°11'21";

thence (3), northerly 33.01 feet along the arc of a reverse curve concave to the West having a radius of 124.50 feet, to which beginning a radial line bears South 75°19'36" East, through a central angle of 15°11'21" to a point which is 58.00 feet distant at right angles from said West lines;

thence (4), parallel with said West lines, North 00°30'57" West 100.00 feet;

thence (5), northerly 33.01 feet along the arc of a curve concave to the West having a radius of 124.50 feet through a central angle of 15°11'22";

thence (6), northerly 27.70 feet along the arc of a reverse curve concave to the East having a radius of 104.50 feet, to which beginning a radial line bears South 74°17'41" West, through a central angle of 15°11'22" to a point which is 50.00 feet distant at right angles from said West lines;

thence (7) parallel with said West lines, North 00°30'57" West 254.08 feet;

thence (8), northeasterly 47.27 feet along the arc of a curve concave to the southeast having a radius of 30.00 feet through a central angle of 90°16'47" to a point which is 50.00 feet distant at right angles from the North line of said southwest quarter;

thence (9), parallel with said North line, North 89°45'50" East 529.12 feet;

thence (10), easterly 27.70 feet along the arc of a curve concave to the South having a radius of 104.50 feet through a central angle of 15°11'22";

thence (11), easterly 33.01 feet along the arc of a reverse curve concave to the North having a radius of 124.50 feet, to which beginning a radial line bears South 14°57'12" West, through a central angle of 15°11'22" to a point which is 58.00 feet distant at right angles from said North line;

thence (12), parallel with said North line, North 89°45'50" East 100.00 feet;

thence (13), easterly 33.01 feet along the arc of a curve concave to the North having a radius of 124.50 feet through a central angle of 15°11'21";

thence (14), easterly 27.70 feet along the arc of a reverse curve concave to the South having a radius of 104.50 feet, to which beginning a radial line bears North 15°25'31" West, through a central angle of 15°11'21" to a point which is 50.00 feet distant at right angles from said North line;

thence (15), parallel with said North line, North 89°45'50" East 493.78 feet to a point on the East line of Lot 23 of said "Map of Lankershim Colony and Addition to the Town of Madera", and the terminal point of this description.

TOGETHER WITH the following described real property, lying within and being a portion of said County of Madera land:

A 10-foot wide Public Utility Easement, the West line of which is coincident with said course (1).

Containing 17,444 square feet [0.40 acres], more or less.

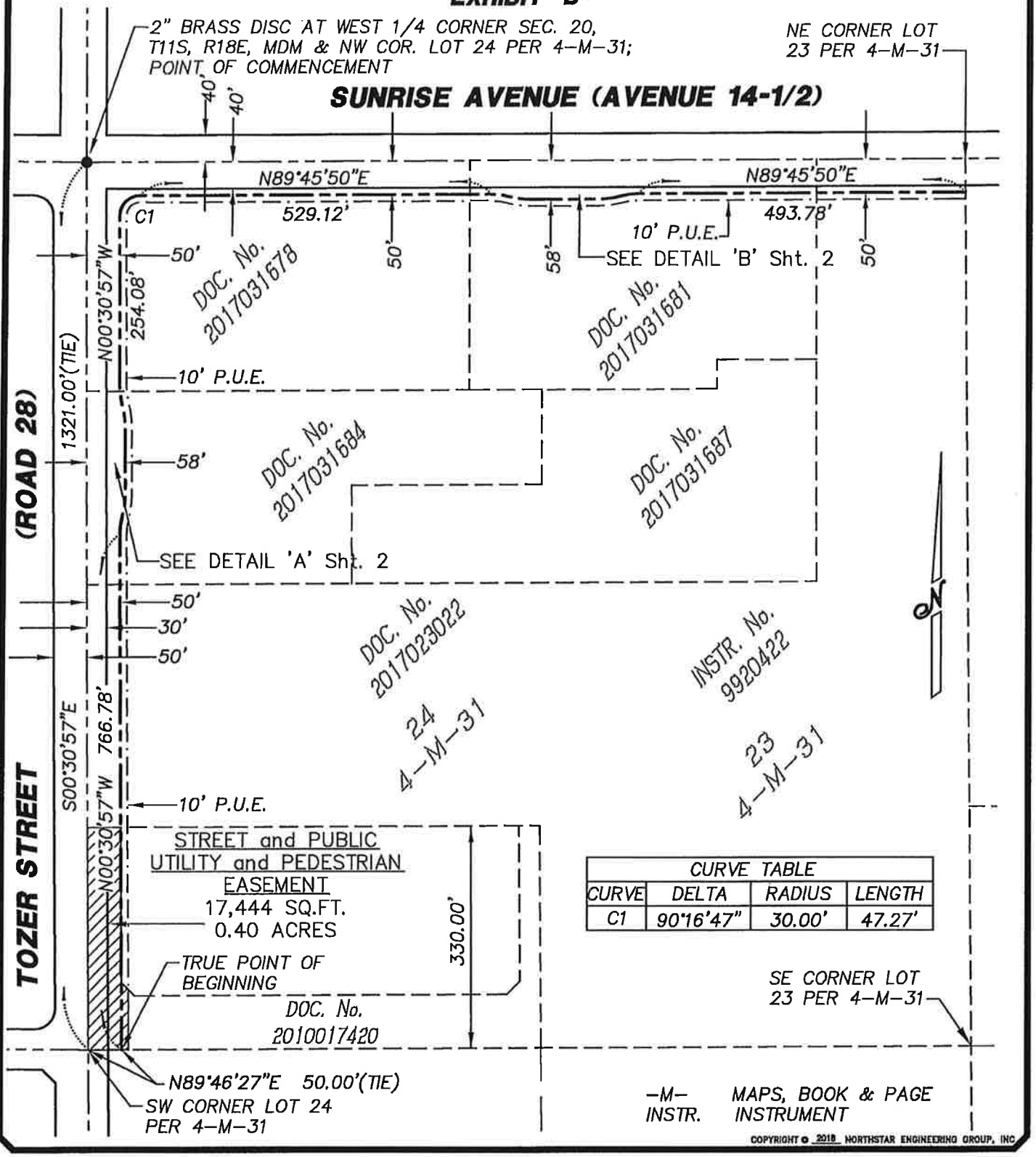
All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.



Rien Groenewoud, P.L.S. 6946

6/4/18

EXHIBIT 'B'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°16'47"	30.00'	47.27'

-M- MAPS, BOOK & PAGE
INSTR. INSTRUMENT

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620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

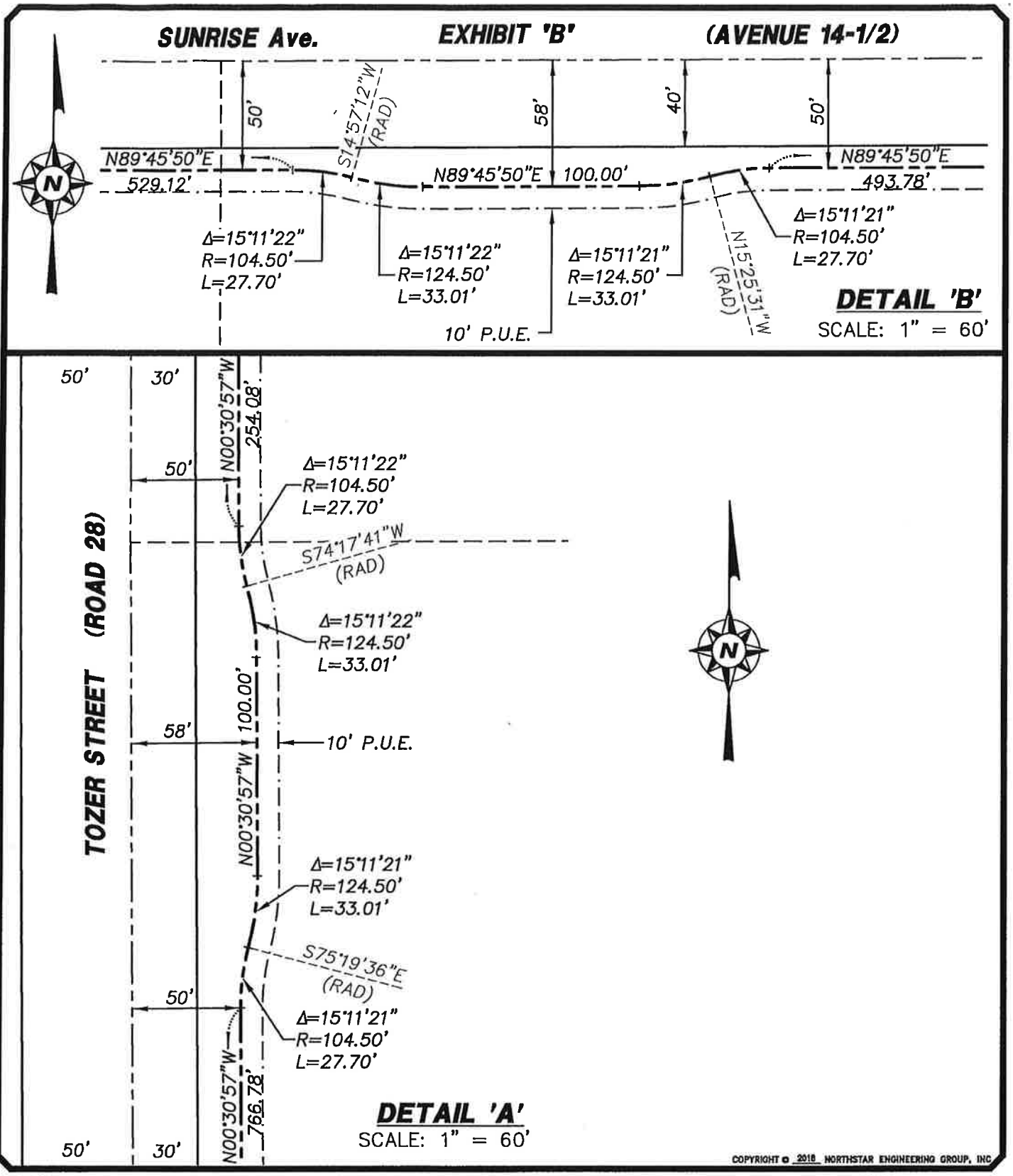
PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=200'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	01 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Easements\Street-PUE-Pedestrian Easement\16-1839 Street-PUE-Pedestrian Ease-15.dwg PLOTTED: 06/4/18 14:49



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620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	02 OF 02

DWG NAME: I:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Easements\Street+PUE+Pedestrian Easement\16-1839 Street+PUE+Pedestrian Ease-15.dwg PLOTTED: 06/4/18 14:09

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0
Fee exempt per Section 27388.1 (a)(2)(D) of the Government Code
APN: 035-221-022

STREET AND PUBLIC UTILITY AND PEDESTRIAN EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **THE COUNTY OF MADERA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof.

Date: 6/15/18

THE COUNTY OF MADERA,
a political subdivision of the State of California

By: _____

Printed Name: Eric Fleming

Its: County Administrative Officer

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

State of California)
County of Madera)

On 6/18/18, before me, Colleen Karby, Notary Public, personally appeared Eric Fleming 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

Colleen Karby

COLLEEN KARBY
Notary Public - California
Madera County
Commission # 2227372
My Comm. Expires Feb 1, 2022

EXHIBIT "A"

Street and Public Utility and Pedestrian Easement

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to County of Madera, filed for record September 14, 2017 as Document No. 2017023022, Madera County Records, and situate in the southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, lying westerly of course (1) of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 1321.00 feet to the southwest corner of said Lot 24; thence along the South line of said Lot 24, North 89°46'27" East 50.00 feet to the **TRUE POINT OF BEGINNING**;

thence (1), parallel with and 50.00 feet distant at right angles from said West lines North 00°30'57" West 766.78 feet;

thence (2), northerly 27.70 feet along the arc of a curve concave to the East having a radius of 104.50 feet through a central angle of 15°11'21";

thence (3), northerly 33.01 feet along the arc of a reverse curve concave to the West having a radius of 124.50 feet, to which beginning a radial line bears South 75°19'36" East, through a central angle of 15°11'21" to a point which is 58.00 feet distant at right angles from said West lines;

thence (4), parallel with said West lines, North 00°30'57" West 100.00 feet;

thence (5), northerly 33.01 feet along the arc of a curve concave to the West having a radius of 124.50 feet through a central angle of 15°11'22";

thence (6), northerly 27.70 feet along the arc of a reverse curve concave to the East having a radius of 104.50 feet, to which beginning a radial line bears South 74°17'41" West, through a central angle of 15°11'22" to a point which is 50.00 feet distant at right angles from said West lines;

thence (7) parallel with said West lines, North 00°30'57" West 254.08 feet;

thence (8), northeasterly 47.27 feet along the arc of a curve concave to the southeast having a radius of 30.00 feet through a central angle of 90°16'47" to a point which is 50.00 feet distant at right angles from the North line of said southwest quarter;

thence (9), parallel with said North line, North 89°45'50" East 529.12 feet;

thence (10), easterly 27.70 feet along the arc of a curve concave to the South having a radius of 104.50 feet through a central angle of 15°11'22";

thence (11), easterly 33.01 feet along the arc of a reverse curve concave to the North having a radius of 124.50 feet, to which beginning a radial line bears South 14°57'12" West, through a central angle of 15°11'22" to a point which is 58.00 feet distant at right angles from said North line;

thence (12), parallel with said North line, North 89°45'50" East 100.00 feet;

thence (13), easterly 33.01 feet along the arc of a curve concave to the North having a radius of 124.50 feet through a central angle of 15°11'21";

thence (14), easterly 27.70 feet along the arc of a reverse curve concave to the South having a radius of 104.50 feet, to which beginning a radial line bears North 15°25'31" West, through a central angle of 15°11'21" to a point which is 50.00 feet distant at right angles from said North line;

thence (15), parallel with said North line, North 89°45'50" East 493.78 feet to a point on the East line of Lot 23 of said "Map of Lankershim Colony and Addition to the Town of Madera", and the terminal point of this description.

TOGETHER WITH the following described real property, lying within and being a portion of said County of Madera land:

A 10-foot wide Public Utility Easement, the West line of which is coincident with said course (1).

EXCEPTING THEREFROM those portions lying within the lands, described in Grant Deed to Madera H&HS 1 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031678, Madera County Records, and lying within the lands, described in Grant Deed to Madera H&HS 2 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031681, Madera County Records, and lying within the lands, described in Grant Deed to Madera H&HS 3 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031684, Madera County Records.

Containing 21,734 square feet [0.50 acres], more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

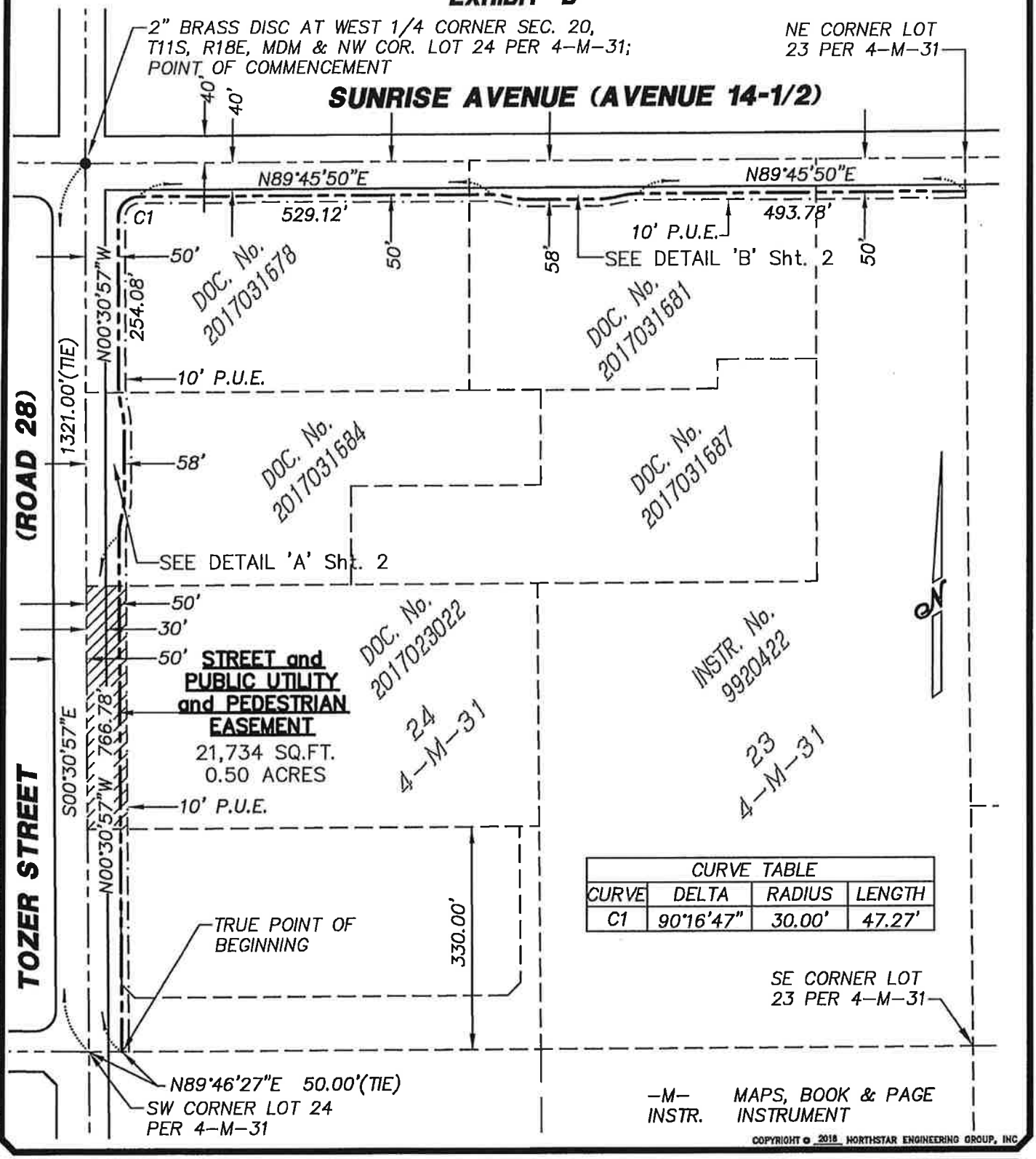


R. Groenewoud

Rien Groenewoud, P.L.S. 6946

6/5/18

EXHIBIT 'B'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°16'47"	30.00'	47.27'

-M- MAPS, BOOK & PAGE
INSTR. INSTRUMENT

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620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

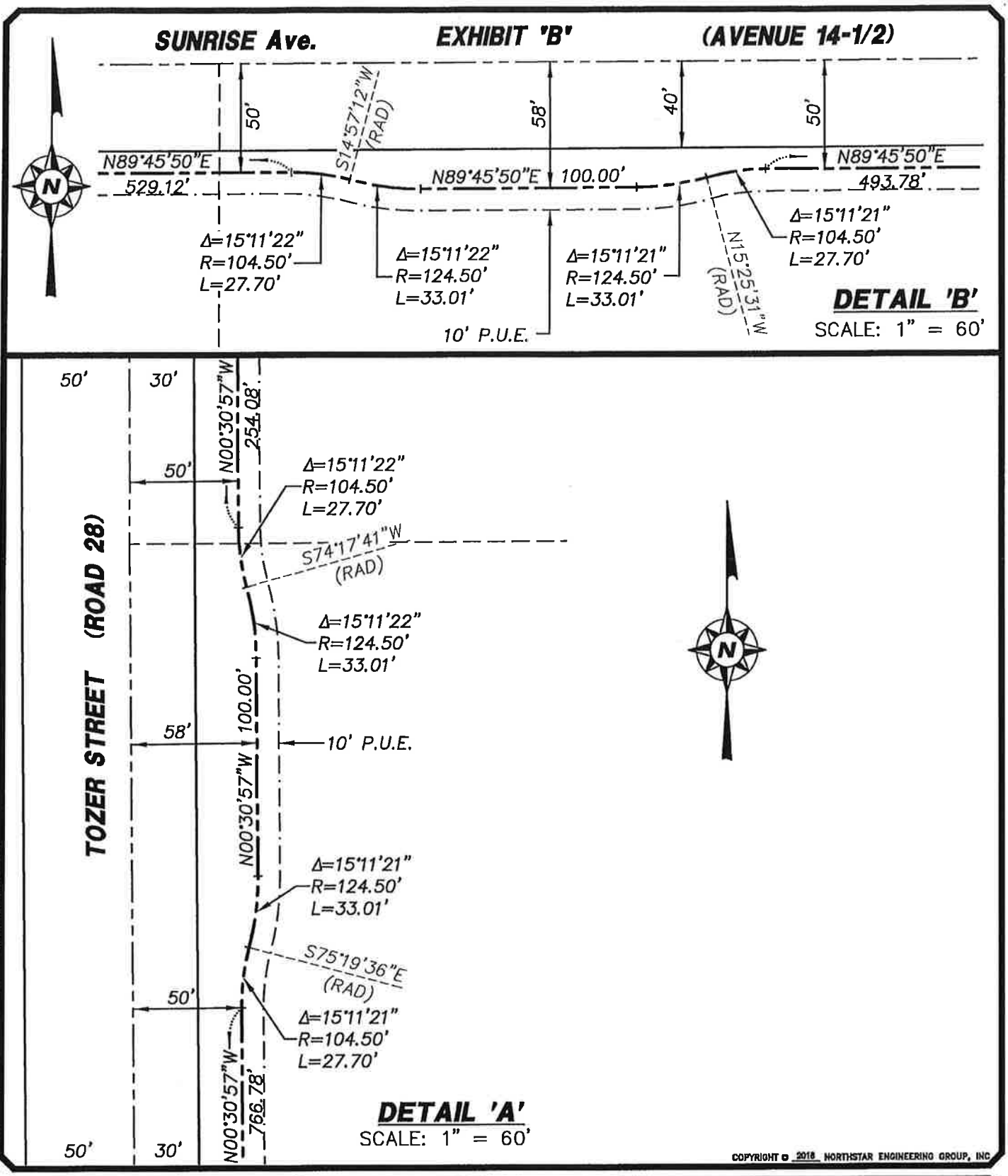
PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=200'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	01 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Cosmetic\Street\PUE\Pedestrian Easement\16-1839 PEDESTRIAN Exhibit B.dwg



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620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	02 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\Eng\Mapping\Documents\Street\PEC\Petition Comment\J16-1839 EXHIBIT B.dwg

RECORDING REQUESTED BY:
County of Madera
AFTER RECORDING RETURN TO:
~~County Administrator~~ City of Madera
~~County of Madera~~ City Clerk
205 ~~200~~ West 4th Street, ~~Suite 4200~~
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the County of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0
Fee exempt per Section 27388.1 (a)(2)(D) of the Government Code
APN: 035-221-018

PUBLIC PEDESTRIAN AND LANDSCAPING EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **MADERA H&HS 1 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

A public access easement (this "Easement") for public access and related landscape area, over, under, through and across, on and in the following described real property (the "Easement Area") in the City of Madera, California, County of Madera, State of California, being more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof.

Date: 6/8/18

MADERA H&HS 1 LLC, a California limited liability company

By: _____
John McCann
Its: Manager

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

State of California)
County of Madera)

On JUNE 8, 2018, before me, MARION N. SLATER, Notary Public, personally appeared JOHN McCANN 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

Marion N Slater

MARION N. SLATER
Commission # 2081304
Notary Public - California
Fresno County
My Comm. Expires Sep 11, 2018

EXHIBIT "A"

Public Pedestrian & Landscaping Easement

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to Madera H&HS 1 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031678, Madera County Records, and situate in the southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, lying westerly and northerly of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 628.76 feet to the southwest corner of that certain parcel as described in Grant Deed to Madera H&HS 3 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031684, Madera County Records; thence along the South line of last said Grant Deed, North 89°45'50" East 88.77 feet to the **TRUE POINT OF BEGINNING**;

thence (1), North 00°14'10" West 554.75 feet to a point, which is 74.00 feet distant at right angles from the North line of said southwest quarter;

thence (2), parallel with said North line, North 89°45'50" East 1007.00 feet to a point on the East line of that certain parcel as described in Grant Deed to Madera H&HS 2 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031681, Madera County Records, and the terminal point of this description.

EXCEPTING THEREFROM that certain real property lying northerly and westerly of courses (8) through (11) of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 628.75 feet to the southwest corner of that certain parcel as described in Grant Deed to Madera H&HS 3 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031684, Madera County

Records; thence along the South line of last said Grant Deed, North 89°45'50" East 50.00 feet to the **TRUE POINT OF BEGINNING**;

thence (3), parallel with and 50.00 feet distant at right angles from said West lines North 00°30'57" West 74.53 feet;

thence (4), northerly 27.70 feet along the arc of a curve concave to the East having a radius of 104.50 feet through a central angle of 15°11'21";

thence (5), northerly 33.01 feet along the arc of a reverse curve concave to the West having a radius of 124.50 feet, to which beginning a radial line bears South 75°19'36" East, through a central angle of 15°11'21" to a point which is 58.00 feet distant at right angles from said West lines;

thence (6), parallel with said West lines, North 00°30'57" West 100.00 feet;

thence (7), northerly 33.01 feet along the arc of a curve concave to the West having a radius of 124.50 feet through a central angle of 15°11'22";

thence (8), northerly 27.70 feet along the arc of a reverse curve concave to the East having a radius of 104.50 feet, to which beginning a radial line bears South 74°17'41" West, through a central angle of 15°11'22" to a point which is 50.00 feet distant at right angles from said West lines;

thence (9) parallel with said West lines, North 00°30'57" West 254.08 feet;

thence (10), northeasterly 47.27 feet along the arc of a curve concave to the southeast having a radius of 30.00 feet through a central angle of 90°16'47" to a point which is 50.00 feet distant at right angles from the North line of said southwest quarter;

thence (11), parallel with said North line, North 89°45'50" East 529.12 feet;

thence (12), easterly 27.70 feet along the arc of a curve concave to the South having a radius of 104.50 feet through a central angle of 15°11'22";

thence (13), easterly 33.01 feet along the arc of a reverse curve concave to the North having a radius of 124.50 feet, to which beginning a radial line bears South 14°57'12" West, through a central angle of 15°11'22" to a point which is 58.00 feet distant at right angles from said North line;

thence (14), parallel with said North line, North 89°45'50" East 100.00 feet;

thence (15), easterly 33.01 feet along the arc of a curve concave to the North having a radius of 124.50 feet through a central angle of 15°11'21";

thence (16), easterly 27.70 feet along the arc of a reverse curve concave to the South having a radius of 104.50 feet, to which beginning a radial line bears North 15°25'31" West, through a central angle of 15°11'21" to a point which is 50.00 feet distant at right angles from said North line;

thence (17), parallel with said North line, North 89°45'50" East 269.33 feet to a point on the East line of said Madera H&HS 2 LLC, and the terminal point of this description.

Containing 23,350 square feet [0.54 acres], more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

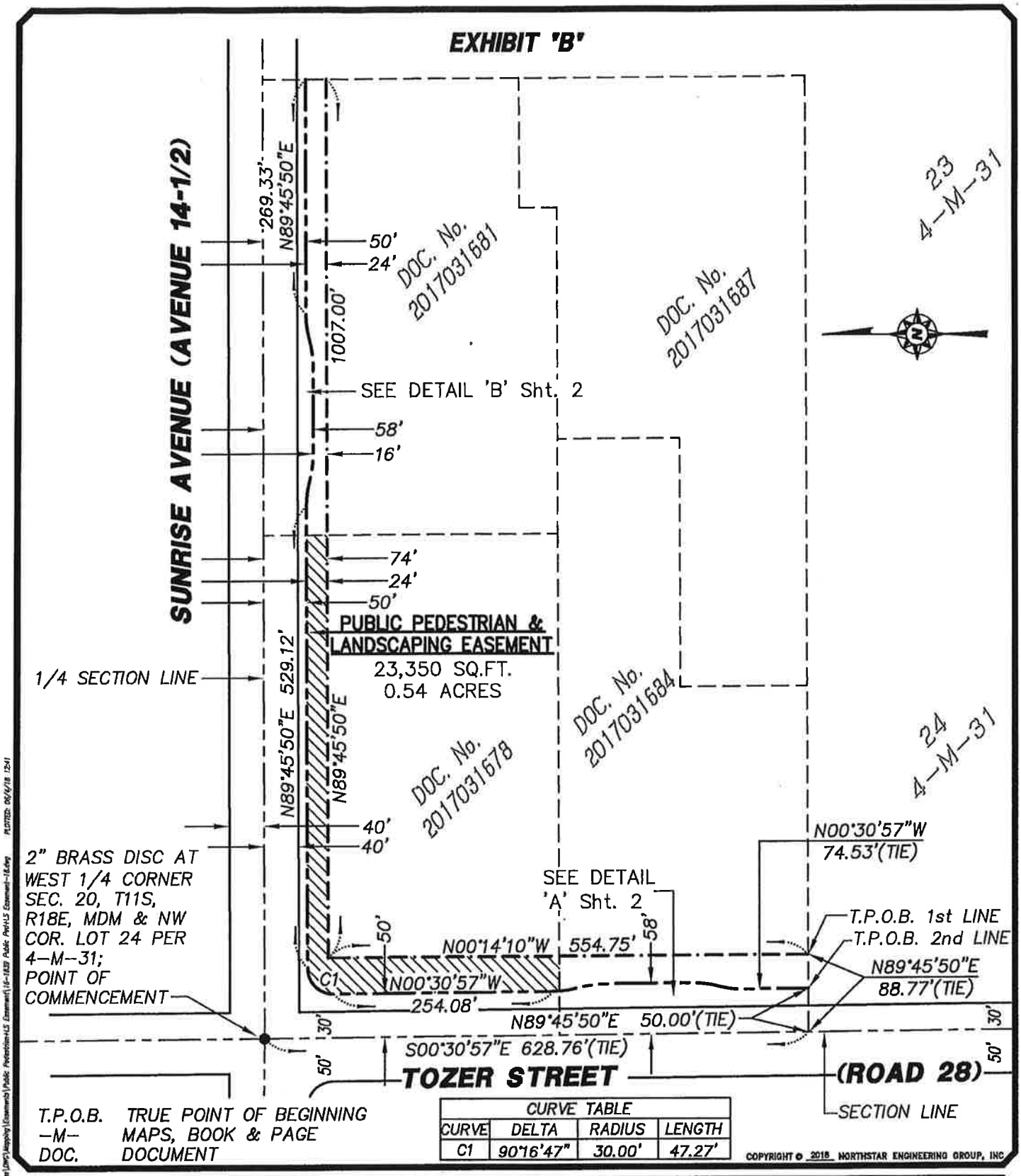


R. Groenewoud

Rien Groenewoud, P.L.S. 6946

6-4-18

EXHIBIT 'B'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°16'47"	30.00'	47.27'

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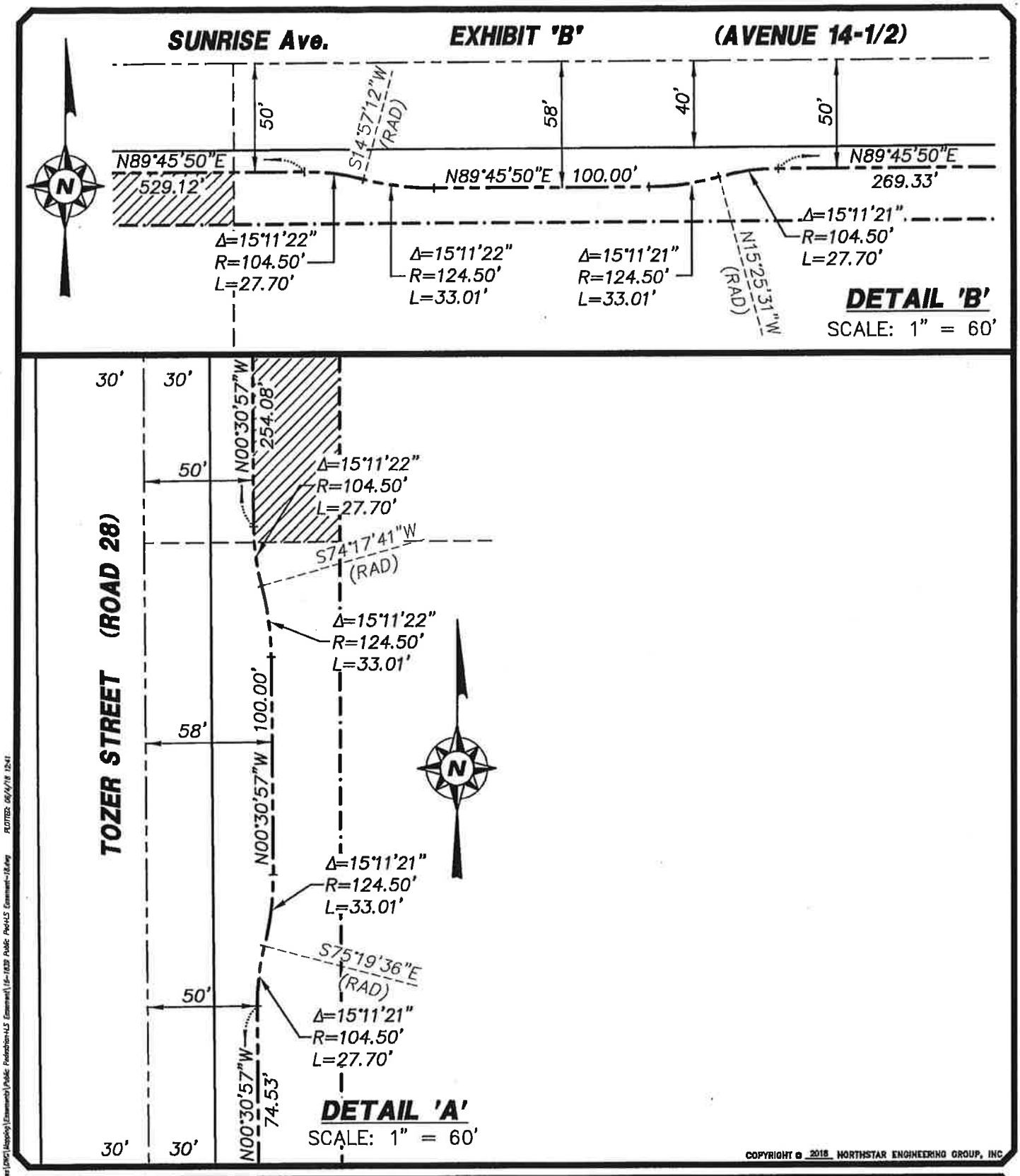
PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=150'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	01 OF 02

DWG NAME: X:\J16-1839 Madera County Health and Social Services\DWG\Mapping\Easements\Public Protection+LS Easement\16-1839 Public Prot+LS Easement-18.dwg PLOTTED: 06/4/18 12:41



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PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	02 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\DWG\Mapping\Easements\Public Pedestrian-ALS Easement\16-1839 Public Ped-ALS Easement-18.dwg PLOTTED: 06/4/18 12:41

RECORDING REQUESTED BY:
County of Madera
AFTER RECORDING RETURN TO:
~~County Administrator~~ City of Madera
~~County of Madera~~ City Clerk
205 ~~200~~ West 4th Street, ~~Suite 4200~~
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the County of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0
Fee exempt per section 27388.1 (a)(2)(D) of the Government Code
APN: 035-221-019

PUBLIC PEDESTRIAN AND LANDSCAPING EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **MADERA H&HS 2 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

A public access easement (this "Easement") for public access and related landscape area, over, under, through and across, on and in the following described real property (the "Easement Area") in the City of Madera, California, County of Madera, State of California, being more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof.

Date: 6/8/12

MADERA H&HS 2 LLC, a California limited liability company

By: _____
John McCann
Its: Manager

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

State of California)
County of Madera)

On JUNE 8, 2018, before me, MARION N. SLATER, Notary Public, personally appeared JOHN McCANN 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

Marion N Slater

MARION N. SLATER
Commission # 2081304
Notary Public - California
Fresno County
My Comm. Expires Sep 11, 2018

EXHIBIT "A"

Public Pedestrian & Landscaping Easement

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to Madera H&HS 2 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031681, Madera County Records, and situate in the southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, lying northerly of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 628.76 feet to the southwest corner of that certain parcel as described in Grant Deed to Madera H&HS 3 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031684, Madera County Records; thence along the South line of last said Grant Deed, North 89°45'50" East 88.77 feet to the **TRUE POINT OF BEGINNING**;

thence (1), North 00°14'10" West 554.75 feet to a point, which is 74.00 feet distant at right angles from the North line of said southwest quarter;

thence (2), parallel with said North line, North 89°45'50" East 1007.00 feet to a point on the East line of said Madera H&HS 2 LLC, and the terminal point of this description.

EXCEPTING THEREFROM that certain real property lying northerly and westerly of courses (11) through (17) of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 628.75 feet to the southwest corner of that certain parcel as described in Grant Deed to Madera H&HS 3 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031684, Madera County Records; thence along the South line of last said Grant Deed, North 89°45'50" East 50.00 feet to the **TRUE POINT OF BEGINNING**;

thence (3), parallel with and 50.00 feet distant at right angles from said West lines North 00°30'57" West 74.53 feet;

thence (4), northerly 27.70 feet along the arc of a curve concave to the East having a radius of 104.50 feet through a central angle of 15°11'21";

thence (5), northerly 33.01 feet along the arc of a reverse curve concave to the West having a radius of 124.50 feet, to which beginning a radial line bears South 75°19'36" East, through a central angle of 15°11'21" to a point which is 58.00 feet distant at right angles from said West lines;

thence (6), parallel with said West lines, North 00°30'57" West 100.00 feet;

thence (7), northerly 33.01 feet along the arc of a curve concave to the West having a radius of 124.50 feet through a central angle of 15°11'22";

thence (8), northerly 27.70 feet along the arc of a reverse curve concave to the East having a radius of 104.50 feet, to which beginning a radial line bears South 74°17'41" West, through a central angle of 15°11'22" to a point which is 50.00 feet distant at right angles from said West lines;

thence (9) parallel with said West lines, North 00°30'57" West 254.08 feet;

thence (10), northeasterly 47.27 feet along the arc of a curve concave to the southeast having a radius of 30.00 feet through a central angle of 90°16'47" to a point which is 50.00 feet distant at right angles from the North line of said southwest quarter;

thence (11), parallel with said North line, North 89°45'50" East 529.12 feet;

thence (12), easterly 27.70 feet along the arc of a curve concave to the South having a radius of 104.50 feet through a central angle of 15°11'22";

thence (13), easterly 33.01 feet along the arc of a reverse curve concave to the North having a radius of 124.50 feet, to which beginning a radial line bears South 14°57'12" West, through a central angle of 15°11'22" to a point which is 58.00 feet distant at right angles from said North line;

thence (14), parallel with said North line, North 89°45'50" East 100.00 feet;

thence (15), easterly 33.01 feet along the arc of a curve concave to the North having a radius of 124.50 feet through a central angle of 15°11'21";

thence (16), easterly 27.70 feet along the arc of a reverse curve concave to the South having a radius of 104.50 feet, to which beginning a radial line bears North 15°25'31" West, through a central angle of 15°11'21" to a point which is 50.00 feet distant at right angles from said North line;

thence (17), parallel with said North line, North 89°45'50" East 269.33 feet to a point on the East line of said Madera H&HS 2 LLC, and the terminal point of this description.

Containing 11,246 square feet [0.26 acres], more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

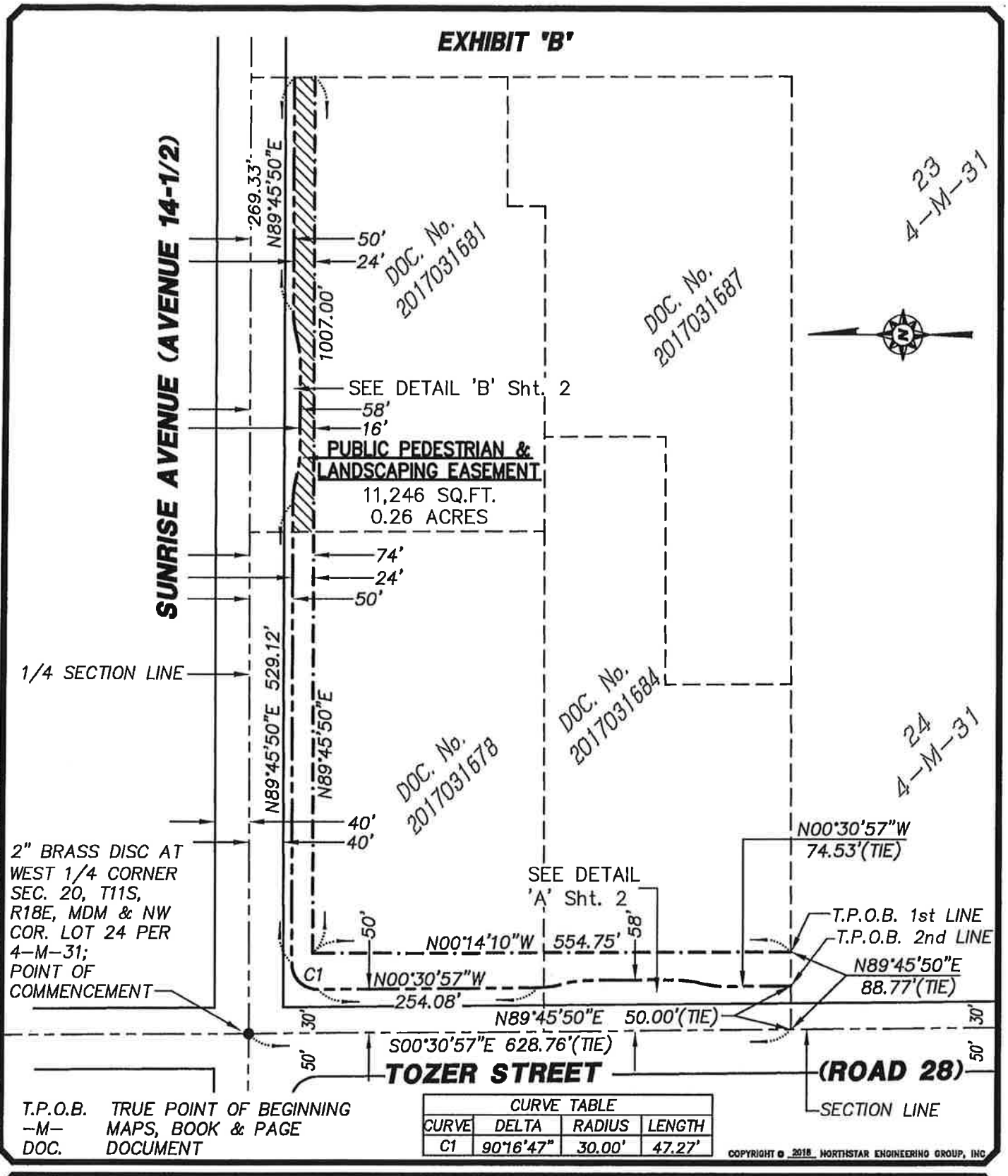


R. Groenewoud

Rien Groenewoud, P.L.S. 6946

6/4/18

EXHIBIT 'B'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°16'47"	30.00'	47.27'

T.P.O.B. TRUE POINT OF BEGINNING
-M- MAPS, BOOK & PAGE
DOC. DOCUMENT

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(209) 524-3525 Phone (209) 524-3526 Fax

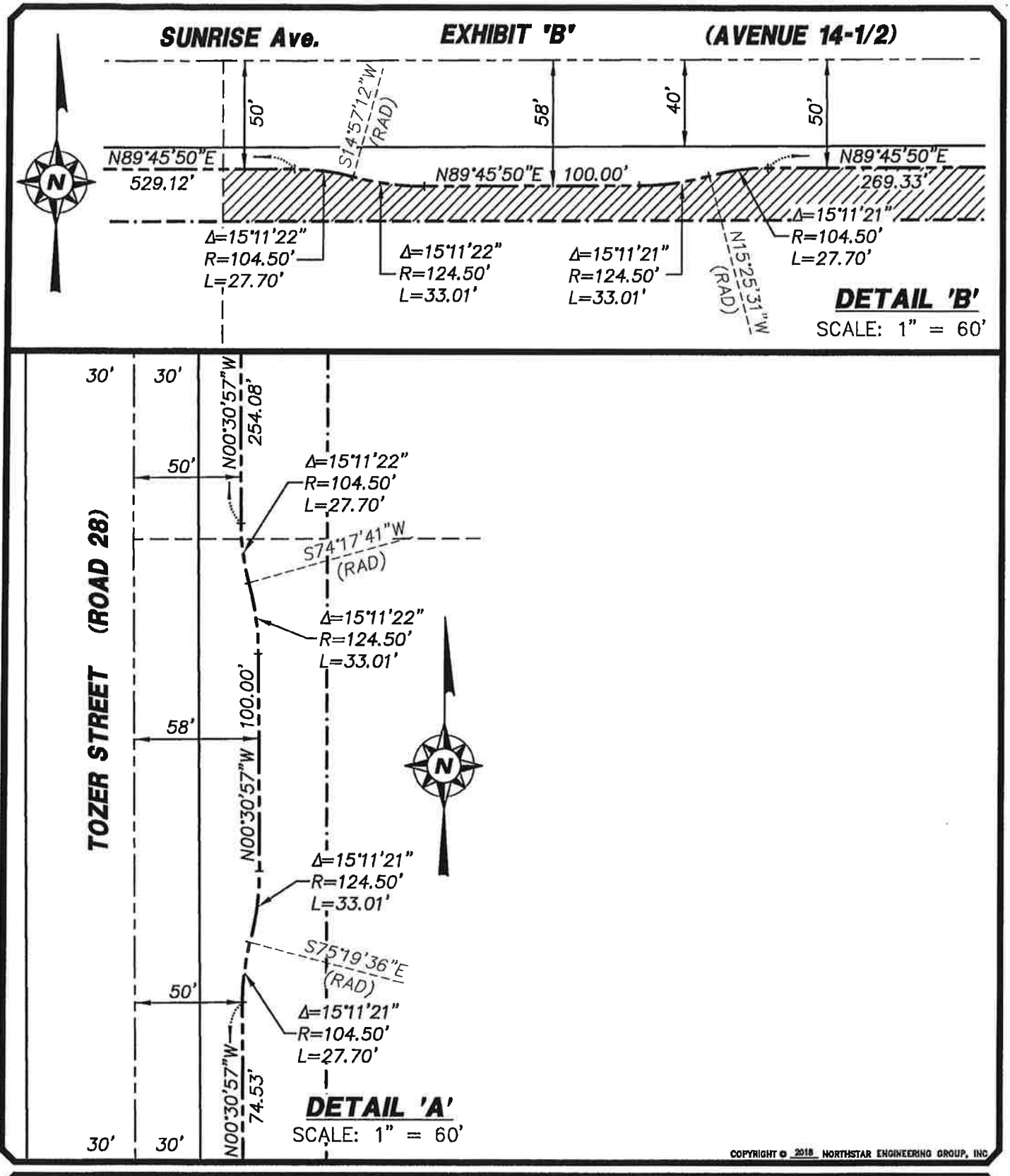
PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=150'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	01 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\[MXD]\Mapping\[Easements]\Public Pedestrian+LS Easement\[J16-1839 Public Ped+LS Easement-18.dwg PLOTTED: 06/4/18 13:26



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PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	02 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\DWG\Mapping\Easements\Public Pedestrian-ILS Easement\16-1839 Public Ped-ILS Easement-19.dwg PLOTTED: 06/4/18 13:06

RECORDING REQUESTED BY:
County of Madera
AFTER RECORDING RETURN TO:
~~County Administrator~~ City of Madera
~~County of Madera~~ City Clerk
205 ~~200~~ West 4th Street, ~~Suite 4200~~
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the County of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0
Fee exempt per Section 27388.1 (a) (2) (D) of the Government Code
APN: 035-221-020

PUBLIC PEDESTRIAN AND LANDSCAPING EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **MADERA H&HS 3 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

A public access easement (this "Easement") for public access and related landscape area, over, under, through and across, on and in the following described real property (the "Easement Area") in the City of Madera, California, County of Madera, State of California, being more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof.

Date: 6/8/18

MADERA H&HS 3 LLC, a California limited liability company

By: _____
John McCann

Its: Manager

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

State of California)
County of Madera)

On JUNE 8, 2018, before me, MARION N. SLATER, Notary Public, personally appeared JOHN MCCANN 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

Marion N Slater

MARION N. SLATER
Commission # 2081304
Notary Public - California
Fresno County
My Comm. Expires Sep 11, 2018

EXHIBIT "A"

Public Access & Landscaping Easement

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to Madera H&HS 3 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031684, Madera County Records, and situate in the southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, lying westerly and northerly of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 628.76 feet to the southwest corner of said Madera H&HS 3 LLC parcel; thence along the South line of last said Grant Deed, North 89°45'50" East 88.77 feet to the **TRUE POINT OF BEGINNING**;

thence (1), North 00°14'10" West 554.75 feet to a point, which is 74.00 feet distant at right angles from the North line of said southwest quarter;

thence (2), parallel with said North line, North 89°45'50" East 1007.00 feet to a point on the East line of that certain parcel as described in Grant Deed to Madera H&HS 2 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031681, Madera County Records, and the terminal point of this description.

EXCEPTING THEREFROM that certain real property lying westerly of courses (3) through (8) of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 628.75 feet to the southwest corner of said Madera H&HS 3 LLC parcel; thence along the South line of last said Grant Deed, North 89°45'50" East 50.00 feet to the **TRUE POINT OF BEGINNING**;

thence (3), parallel with and 50.00 feet distant at right angles from said West lines

North 00°30'57" West 74.53 feet;

thence (4), northerly 27.70 feet along the arc of a curve concave to the East having a radius of 104.50 feet through a central angle of 15°11'21";

thence (5), northerly 33.01 feet along the arc of a reverse curve concave to the West having a radius of 124.50 feet, to which beginning a radial line bears South 75°19'36" East, through a central angle of 15°11'21" to a point which is 58.00 feet distant at right angles from said West lines;

thence (6), parallel with said West lines, North 00°30'57" West 100.00 feet;

thence (7), northerly 33.01 feet along the arc of a curve concave to the West having a radius of 124.50 feet through a central angle of 15°11'22";

thence (8), northerly 27.70 feet along the arc of a reverse curve concave to the East having a radius of 104.50 feet, to which beginning a radial line bears South 74°17'41" West, through a central angle of 15°11'22" to a point which is 50.00 feet distant at right angles from said West lines;

thence (9) parallel with said West lines, North 00°30'57" West 254.08 feet;

thence (10), northeasterly 47.27 feet along the arc of a curve concave to the southeast having a radius of 30.00 feet through a central angle of 90°16'47" to a point which is 50.00 feet distant at right angles from the North line of said southwest quarter;

thence (11), parallel with said North line, North 89°45'50" East 529.12 feet;

thence (12), easterly 27.70 feet along the arc of a curve concave to the South having a radius of 104.50 feet through a central angle of 15°11'22";

thence (13), easterly 33.01 feet along the arc of a reverse curve concave to the North having a radius of 124.50 feet, to which beginning a radial line bears South 14°57'12" West, through a central angle of 15°11'22" to a point which is 58.00 feet distant at right angles from said North line;

thence (14), parallel with said North line, North 89°45'50" East 100.00 feet;

thence (15), easterly 33.01 feet along the arc of a curve concave to the North having a radius of 124.50 feet through a central angle of 15°11'21";

thence (16), easterly 27.70 feet along the arc of a reverse curve concave to the South having a radius of 104.50 feet, to which beginning a radial line bears North 15°25'31"

West, through a central angle of 15°11'21" to a point which is 50.00 feet distant at right angles from said North line;

thence (17), parallel with said North line, North 89°45'50" East 269.33 feet to a point on the East line of said Madera H&HS 2 LLC parcel, and the terminal point of this description.

Containing 10,045 square feet [0.23 acres], more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

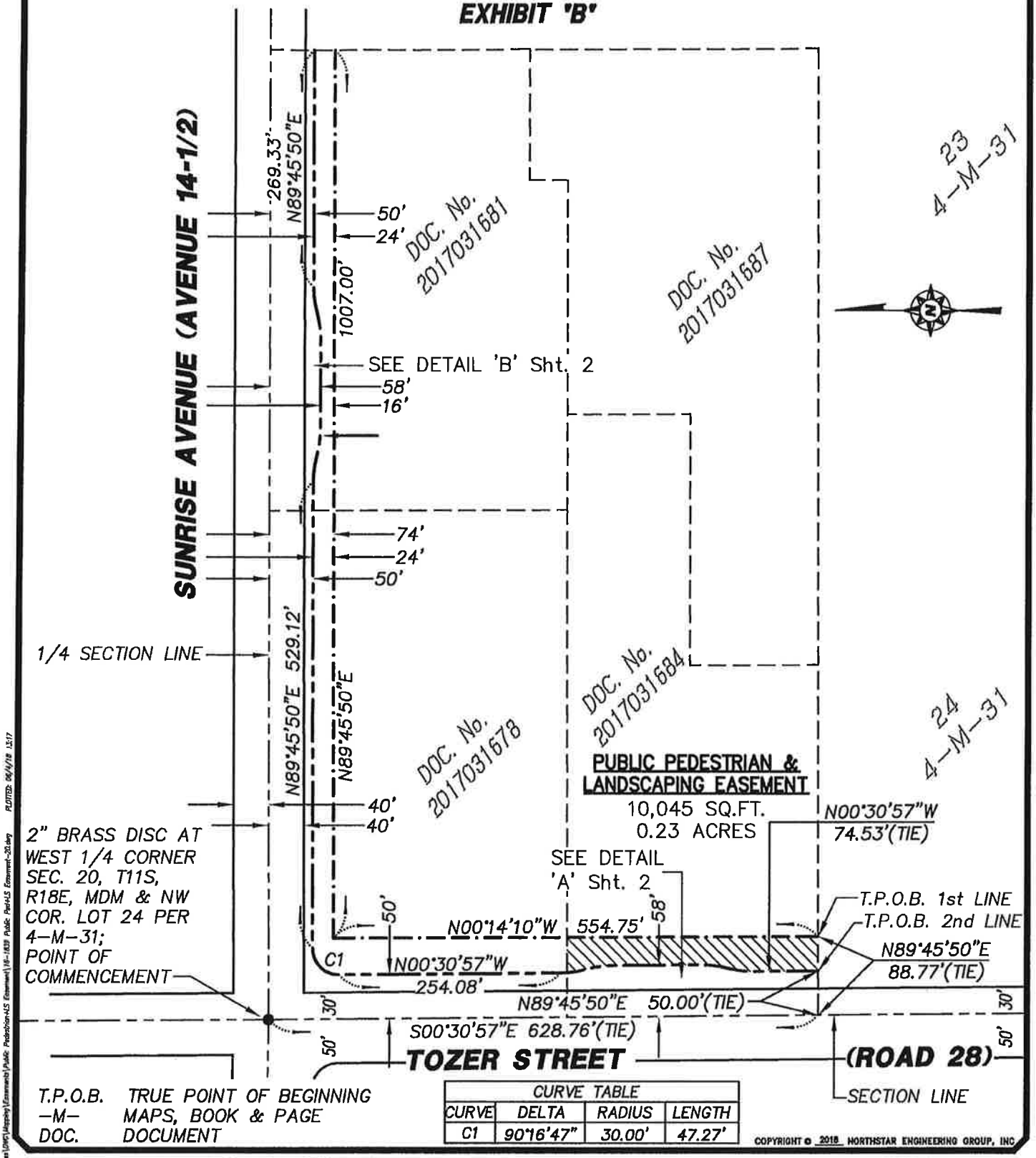


R. Groenewoud

Rien Groenewoud, P.L.S. 6946

6/4/18

EXHIBIT 'B'



T.P.O.B. TRUE POINT OF BEGINNING
-M- MAPS, BOOK & PAGE
DOC. DOCUMENT

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°16'47"	30.00'	47.27'

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(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

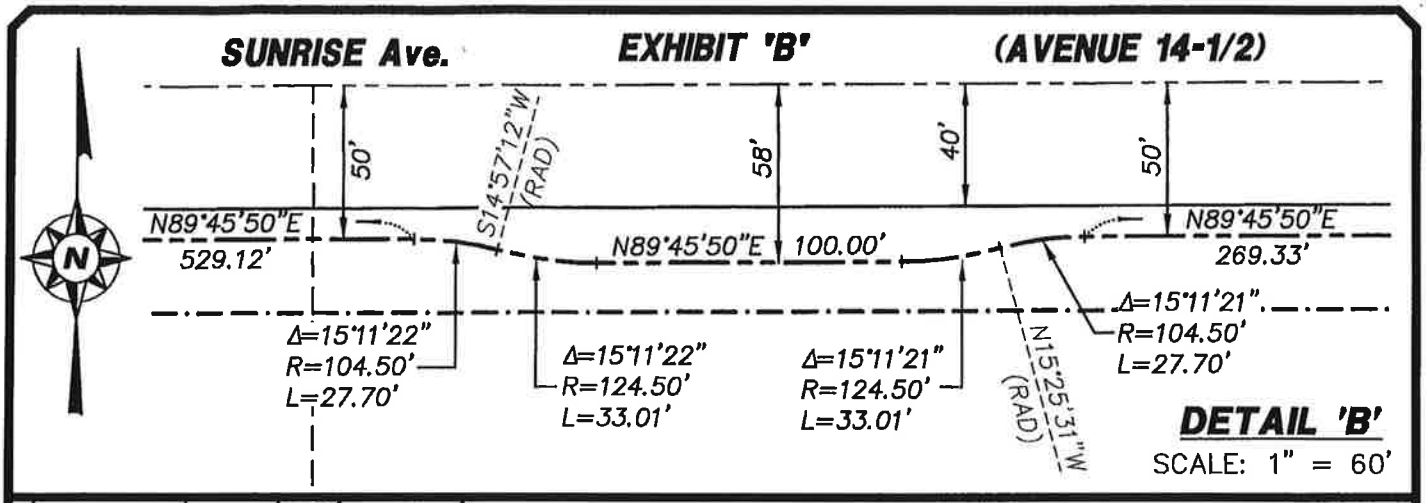
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

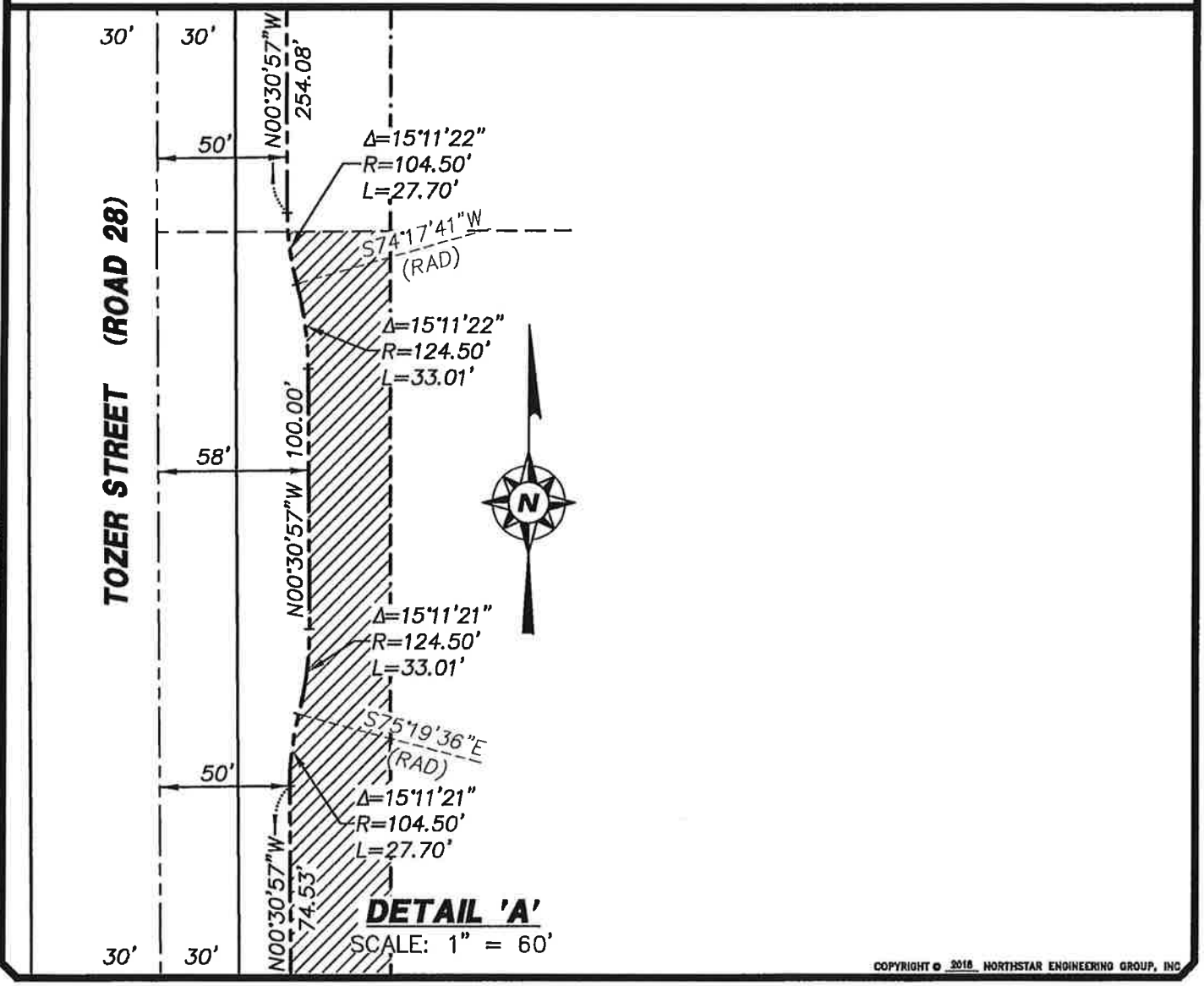
MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=150'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE

SHEET 01 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\Dwg\Mapping\Easements\Public Pedestrian-LS Easement\J16-1839 Public Ped+LS Easement-2D.dwg PLOTTED: 06/4/18 13:17





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PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	02 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\DWG\Mapping\Easements\Public Protection+LS Easement\16-1839 Public Prot+LS Easement-20.dwg PLOTTED: 06/4/18 13:17

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0
Fee exempt per Section 27388.1 (a)(2)(D) of the Government Code
APN: 035-221-018

STREET AND PUBLIC UTILITY AND PEDESTRIAN EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **MADERA H&HS 1 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof.

Date: 6/8/16

MADERA H&HS 1 LLC,
a California limited liability company

By: _____
John McCann
Its: Manager

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 FRESNO)

On JUNE 8, 2018, before me, MARION N. SLATER, Notary Public, personally appeared JOHN McCANN 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

Marion N Slater

MARION N. SLATER
Commission # 2081304
Notary Public - California
Fresno County
My Comm. Expires Sep 11, 2018

EXHIBIT "A"

Street and Public Utility and Pedestrian Easement

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to Madera H&HS 1 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031678, Madera County Records, and situate in the southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, lying westerly and northerly of courses (6) thru (9) of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 1321.00 feet to the southwest corner of said Lot 24; thence along the South line of said Lot 24, North 89°46'27" East 50.00 feet to the **TRUE POINT OF BEGINNING**;

thence (1), parallel with and 50.00 feet distant at right angles from said West lines North 00°30'57" West 766.78 feet;

thence (2), northerly 27.70 feet along the arc of a curve concave to the East having a radius of 104.50 feet through a central angle of 15°11'21";

thence (3), northerly 33.01 feet along the arc of a reverse curve concave to the West having a radius of 124.50 feet, to which beginning a radial line bears South 75°19'36" East, through a central angle of 15°11'21" to a point which is 58.00 feet distant at right angles from said West lines;

thence (4), parallel with said West lines, North 00°30'57" West 100.00 feet;

thence (5), northerly 33.01 feet along the arc of a curve concave to the West having a radius of 124.50 feet through a central angle of 15°11'22";

thence (6), northerly 27.70 feet along the arc of a reverse curve concave to the East having a radius of 104.50 feet, to which beginning a radial line bears South 74°17'41" West, through a central angle of 15°11'22" to a point which is 50.00 feet distant at right angles from said West lines;

thence (7) parallel with said West lines, North 00°30'57" West 254.08 feet;

thence (8), northeasterly 47.27 feet along the arc of a curve concave to the southeast having a radius of 30.00 feet through a central angle of 90°16'47" to a point which is 50.00 feet distant at right angles from the North line of said southwest quarter;

thence (9), parallel with said North line, North 89°45'50" East 529.12 feet;

thence (10), easterly 27.70 feet along the arc of a curve concave to the South having a radius of 104.50 feet through a central angle of 15°11'22";

thence (11), easterly 33.01 feet along the arc of a reverse curve concave to the North having a radius of 124.50 feet, to which beginning a radial line bears South 14°57'12" West, through a central angle of 15°11'22" to a point which is 58.00 feet distant at right angles from said North line;

thence (12), parallel with said North line, North 89°45'50" East 100.00 feet;

thence (13), easterly 33.01 feet along the arc of a curve concave to the North having a radius of 124.50 feet through a central angle of 15°11'21";

thence (14), easterly 27.70 feet along the arc of a reverse curve concave to the South having a radius of 104.50 feet, to which beginning a radial line bears North 15°25'31" West, through a central angle of 15°11'21" to a point which is 50.00 feet distant at right angles from said North line;

thence (15), parallel with said North line, North 89°45'50" East 493.78 feet to a point on the East line of Lot 23 of said "Map of Lankershim Colony and Addition to the Town of Madera", and the terminal point of this description.

TOGETHER WITH the following described real property, lying within and being a portion of said Madera H&HS 1 LLC land:

A 10-foot wide Public Utility Easement, the West, Northwest and North line of which is coincident with said courses (6) thru (9).

Containing 51,549 square feet [1.18 acres], more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

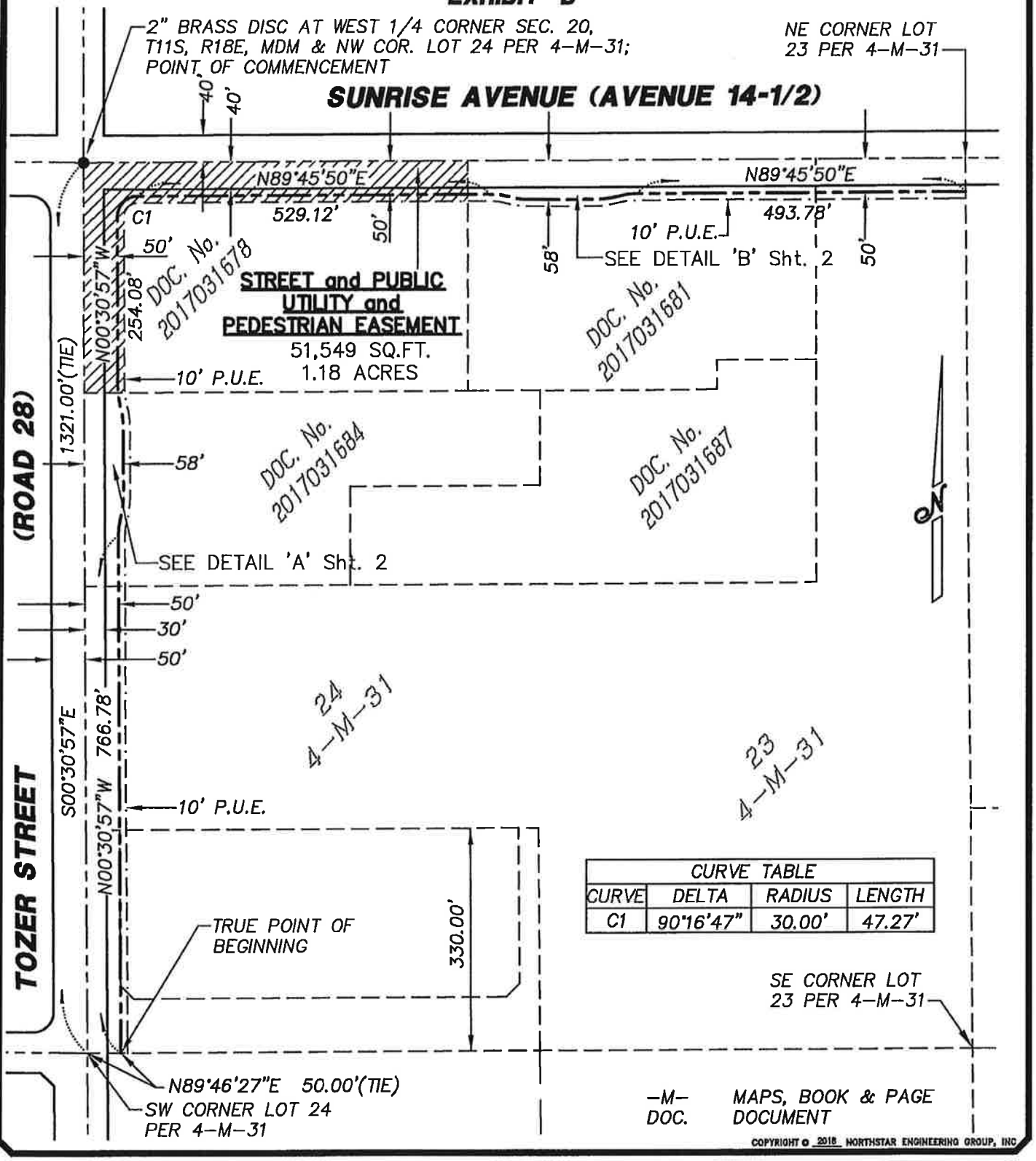


R. Groenewoud

Rien Groenewoud, P.L.S. 6946

6/4/18

EXHIBIT 'B'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°16'47"	30.00'	47.27'

-M- MAPS, BOOK & PAGE
DOC. DOCUMENT

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(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

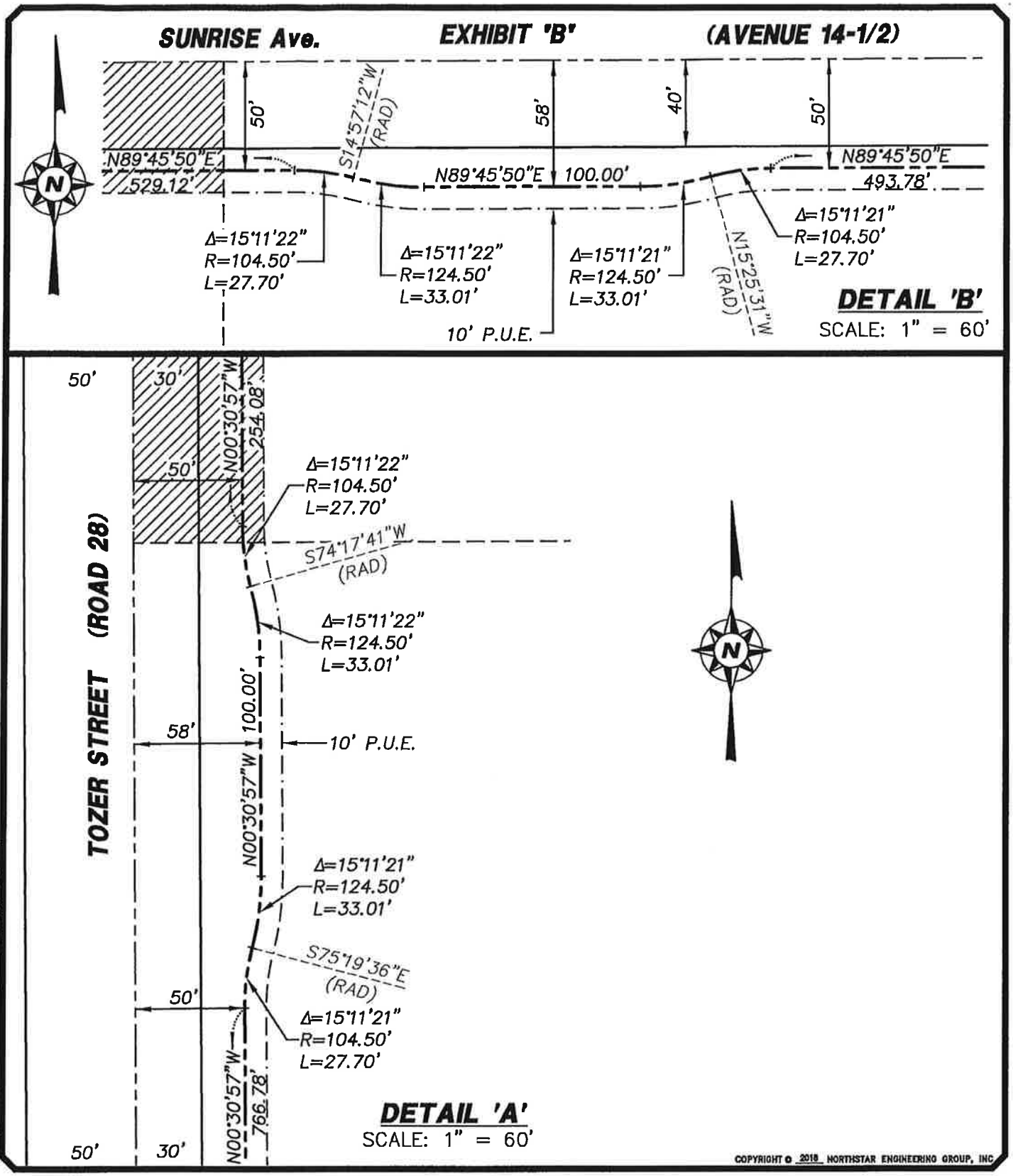
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=200'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE

SHEET 01 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Easements\Sheets\PDE's\Pedestrian Easement\16-1839 PedestrianEasement-18.dwg



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PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	02 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Easements\Street-ROW\Protection Easement\16-1839 PROTECTION Plat.dwg, 11/28/2018 8:35:45 AM, Ryan Gallagher, 1:1

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0
Fee exempt per Section 27383.1 (a)(2)(D) of the Government Code
APN: 035-221-019

STREET AND PUBLIC UTILITY AND PEDESTRIAN EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **MADERA H&HS 2 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof.

Date: 10/8/18

MADERA H&HS 2 LLC,
a California limited liability company

By: _____
John McCann
Its: Manager

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 FRESNO)

On JUNE 8, 2018, before me, MARION N. SLATER, Notary Public, personally appeared JOHN McCANN 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

Marion N Slater

MARION N. SLATER
Commission # 2081304
Notary Public - California
Fresno County
My Comm. Expires Sep 11, 2018

EXHIBIT "A"

Street and Public Utility and Pedestrian Easement

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to Madera H&HS 2 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031681, Madera County Records, and situate in the southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, lying northerly of courses (9) thru (15) of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 1321.00 feet to the southwest corner of said Lot 24; thence along the South line of said Lot 24, North 89°46'27" East 50.00 feet to the **TRUE POINT OF BEGINNING**;

thence (1), parallel with and 50.00 feet distant at right angles from said West lines North 00°30'57" West 766.78 feet;

thence (2), northerly 27.70 feet along the arc of a curve concave to the East having a radius of 104.50 feet through a central angle of 15°11'21";

thence (3), northerly 33.01 feet along the arc of a reverse curve concave to the West having a radius of 124.50 feet, to which beginning a radial line bears South 75°19'36" East, through a central angle of 15°11'21" to a point which is 58.00 feet distant at right angles from said West lines;

thence (4), parallel with said West lines, North 00°30'57" West 100.00 feet;

thence (5), northerly 33.01 feet along the arc of a curve concave to the West having a radius of 124.50 feet through a central angle of 15°11'22";

thence (6), northerly 27.70 feet along the arc of a reverse curve concave to the East having a radius of 104.50 feet, to which beginning a radial line bears South 74°17'41" West, through a central angle of 15°11'22" to a point which is 50.00 feet distant at right angles from said West lines;

thence (7) parallel with said West lines, North 00°30'57" West 254.08 feet;

thence (8), northeasterly 47.27 feet along the arc of a curve concave to the southeast having a radius of 30.00 feet through a central angle of 90°16'47" to a point which is 50.00 feet distant at right angles from the North line of said southwest quarter;

thence (9), parallel with said North line, North 89°45'50" East 529.12 feet;

thence (10), easterly 27.70 feet along the arc of a curve concave to the South having a radius of 104.50 feet through a central angle of 15°11'22";

thence (11), easterly 33.01 feet along the arc of a reverse curve concave to the North having a radius of 124.50 feet, to which beginning a radial line bears South 14°57'12" West, through a central angle of 15°11'22" to a point which is 58.00 feet distant at right angles from said North line;

thence (12), parallel with said North line, North 89°45'50" East 100.00 feet;

thence (13), easterly 33.01 feet along the arc of a curve concave to the North having a radius of 124.50 feet through a central angle of 15°11'21";

thence (14), easterly 27.70 feet along the arc of a reverse curve concave to the South having a radius of 104.50 feet, to which beginning a radial line bears North 15°25'31" West, through a central angle of 15°11'21" to a point which is 50.00 feet distant at right angles from said North line;

thence (15), parallel with said North line, North 89°45'50" East 493.78 feet to a point on the East line of Lot 23 of said "Map of Lankershim Colony and Addition to the Town of Madera", and the terminal point of this description.

TOGETHER WITH the following described real property, lying within and being a portion of said Madera H&HS 2 LLC land:

A 10-foot wide Public Utility Easement, the North line of which is coincident with said courses (9) thru (15).

Containing 32,658 square feet [0.75 acres], more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

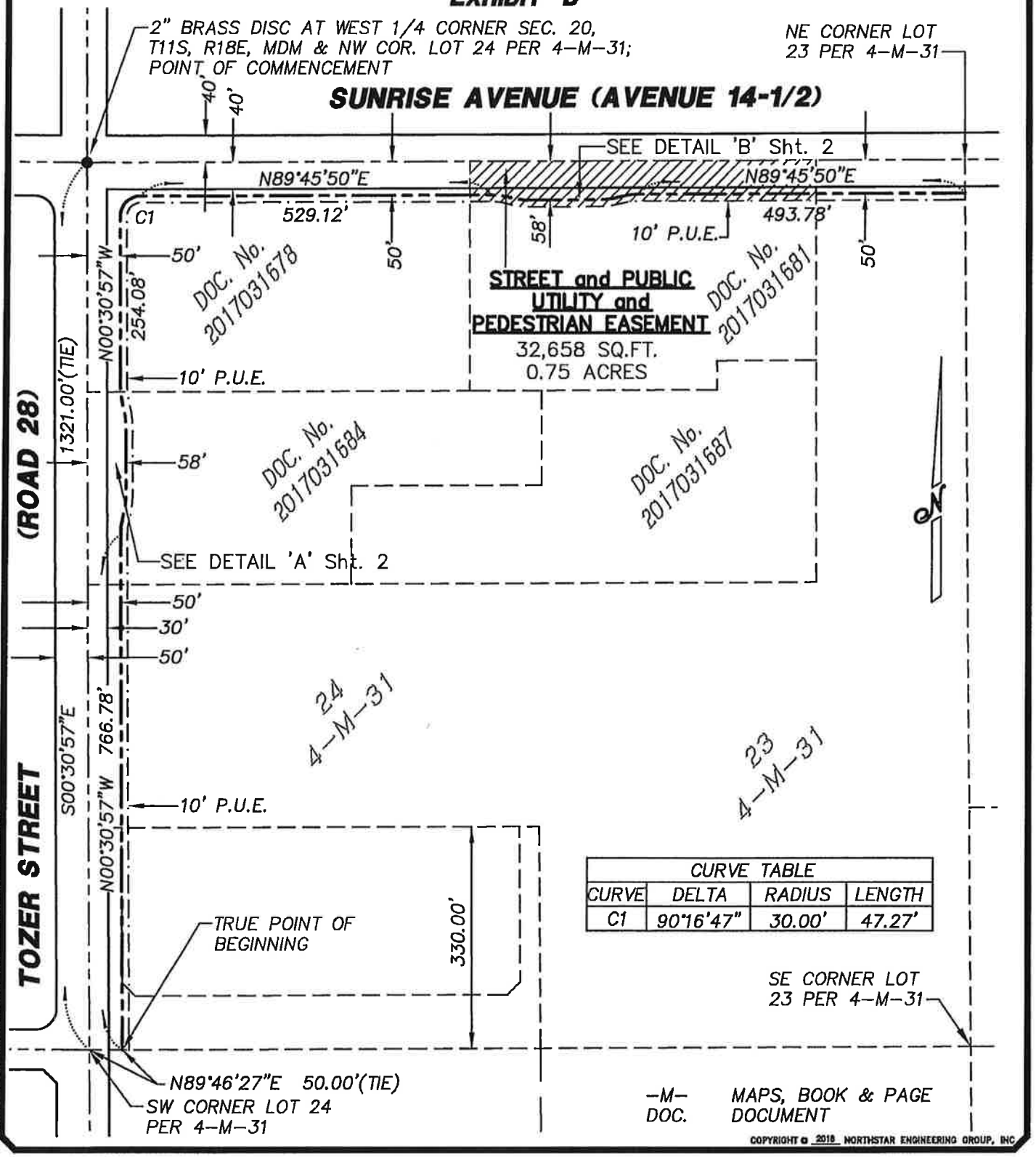


R. Groenewoud

Rien Groenewoud, P.L.S. 6946

6/4/18

EXHIBIT 'B'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°16'47"	30.00'	47.27'

-M- MAPS, BOOK & PAGE
DOC. DOCUMENT

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620 12th Street Modesto, CA 95354
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PLAT TO ACCOMPANY LEGAL DESCRIPTION

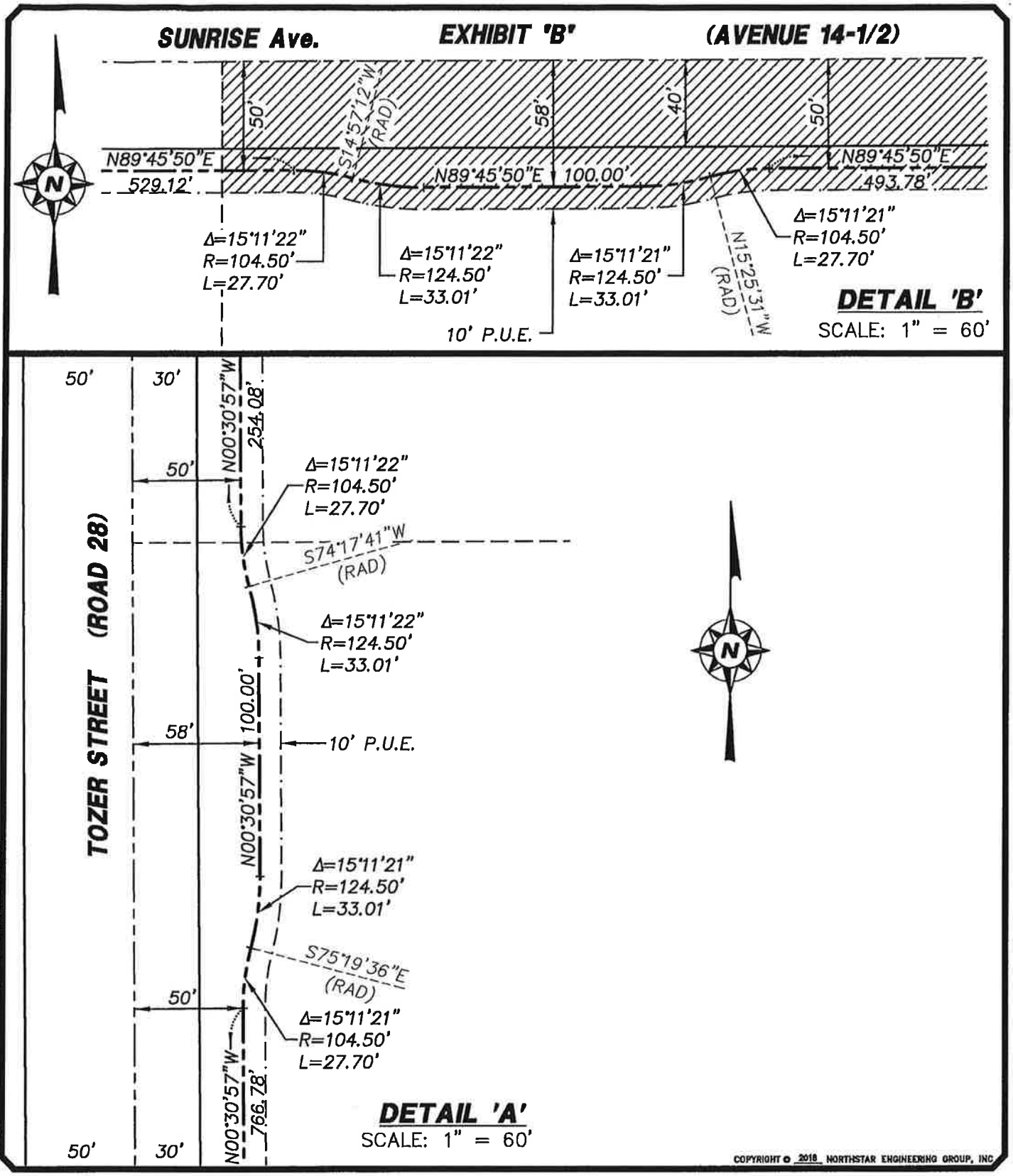
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=200'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE

SHEET 01 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Easements\Street\PUE\Pedestrian Easement\16-1839 Street PUE Pedestrian Easement-18.dwg



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PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	02 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\Eng\Mapping\Easements\Sheets\PUE+Pedestrian Easement\16-1839 Sheet01.dgn Pedestrian Easement-18.dwg

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0
Fee exempt per Section 27388.1 (a) (2) (D) of the Government Code
APN: 035-221-020

STREET AND PUBLIC UTILITY AND PEDESTRIAN EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **MADERA H&HS 3 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,**

DOES HEREBY GRANT TO **THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and made a part hereof.

Date: 6/8/18

MADERA H&HS 3 LLC,
a California limited liability company

By: _____
John McCann
Its: Manager

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 FRESNO)

On JUNE 8, 2018, before me, MARION N. SLATER, Notary Public, personally appeared JOHN McCANN 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

Marion N Slater

MARION N. SLATER
Commission # 2081304
Notary Public - California
Fresno County
My Comm. Expires Sep 11, 2018

EXHIBIT "A"

Street and Public Utility and Pedestrian Easement

Legal description:

ALL that certain real property, being a portion of the lands described in Grant Deed to Madera H&HS 3 LLC, a California limited liability company, filed for record December 20, 2017 as Document No. 2017031684, Madera County Records, and situate in the southwest quarter of Section 20, Township 11 South, Range 18 East, Mount Diablo Meridian, County of Madera, State of California, lying westerly of courses (1) thru (6) of the following described line:

COMMENCING at a 2" brass disc at the West 1/4 corner of said Section 20, said point of commencement being also the northwest corner of Lot 24 according to the map entitled "Map of Lankershim Colony and Addition to the Town of Madera", filed for record February 5, 1889 in Volume 4 of Maps, at Page 31, Fresno County Records; thence along the West line of said southwest quarter, being also the West line of said Lot 24, South 00°30'57" East 1321.00 feet to the southwest corner of said Lot 24; thence along the South line of said Lot 24, North 89°46'27" East 50.00 feet to the **TRUE POINT OF BEGINNING**;

thence (1), parallel with and 50.00 feet distant at right angles from said West lines North 00°30'57" West 766.78 feet;

thence (2), northerly 27.70 feet along the arc of a curve concave to the East having a radius of 104.50 feet through a central angle of 15°11'21";

thence (3), northerly 33.01 feet along the arc of a reverse curve concave to the West having a radius of 124.50 feet, to which beginning a radial line bears South 75°19'36" East, through a central angle of 15°11'21" to a point which is 58.00 feet distant at right angles from said West lines;

thence (4), parallel with said West lines, North 00°30'57" West 100.00 feet;

thence (5), northerly 33.01 feet along the arc of a curve concave to the West having a radius of 124.50 feet through a central angle of 15°11'22";

thence (6), northerly 27.70 feet along the arc of a reverse curve concave to the East having a radius of 104.50 feet, to which beginning a radial line bears South 74°17'41" West, through a central angle of 15°11'22" to a point which is 50.00 feet distant at right angles from said West lines;

thence (7) parallel with said West lines, North 00°30'57" West 254.08 feet;

thence (8), northeasterly 47.27 feet along the arc of a curve concave to the southeast having a radius of 30.00 feet through a central angle of 90°16'47" to a point which is 50.00 feet distant at right angles from the North line of said southwest quarter;

thence (9), parallel with said North line, North 89°45'50" East 529.12 feet;

thence (10), easterly 27.70 feet along the arc of a curve concave to the South having a radius of 104.50 feet through a central angle of 15°11'22";

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thence (12), parallel with said North line, North 89°45'50" East 100.00 feet;

thence (13), easterly 33.01 feet along the arc of a curve concave to the North having a radius of 124.50 feet through a central angle of 15°11'21";

thence (14), easterly 27.70 feet along the arc of a reverse curve concave to the South having a radius of 104.50 feet, to which beginning a radial line bears North 15°25'31" West, through a central angle of 15°11'21" to a point which is 50.00 feet distant at right angles from said North line;

thence (15), parallel with said North line, North 89°45'50" East 493.78 feet to a point on the East line of Lot 23 of said "Map of Lankershim Colony and Addition to the Town of Madera", and the terminal point of this description.

TOGETHER WITH the following described real property, lying within and being a portion of said Madera H&HS 3 LLC land:

A 10-foot wide Public Utility Easement, the West line of which is coincident with said courses (1) thru (6).

Containing 18,543 square feet [0.43 acres], more or less.

All as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof.

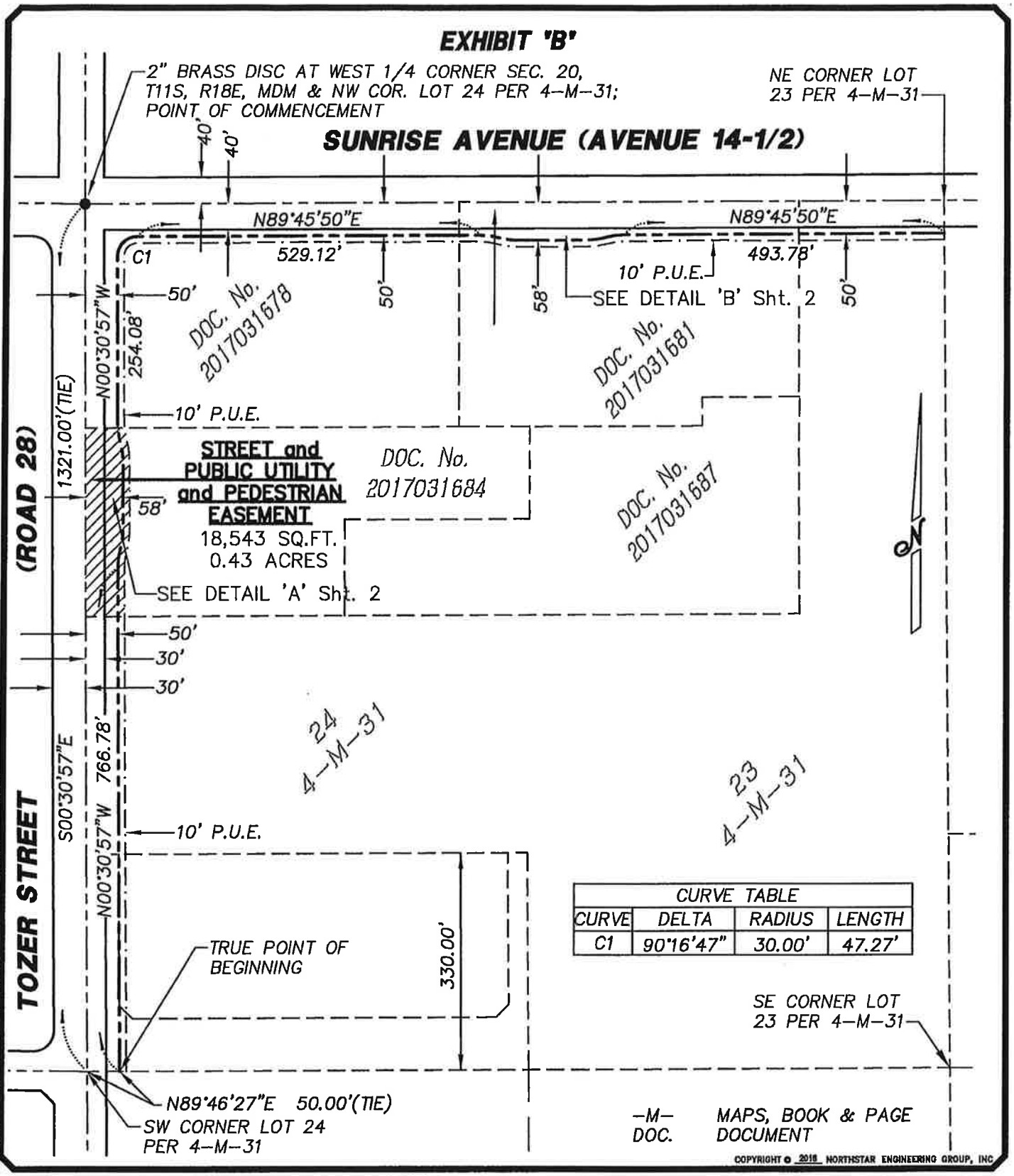


R. Groenewoud

Rien Groenewoud, P.L.S. 6946

6/4/18

EXHIBIT "B"



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°16'47"	30.00'	47.27'

-M- MAPS, BOOK & PAGE
DOC. DOCUMENT

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620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

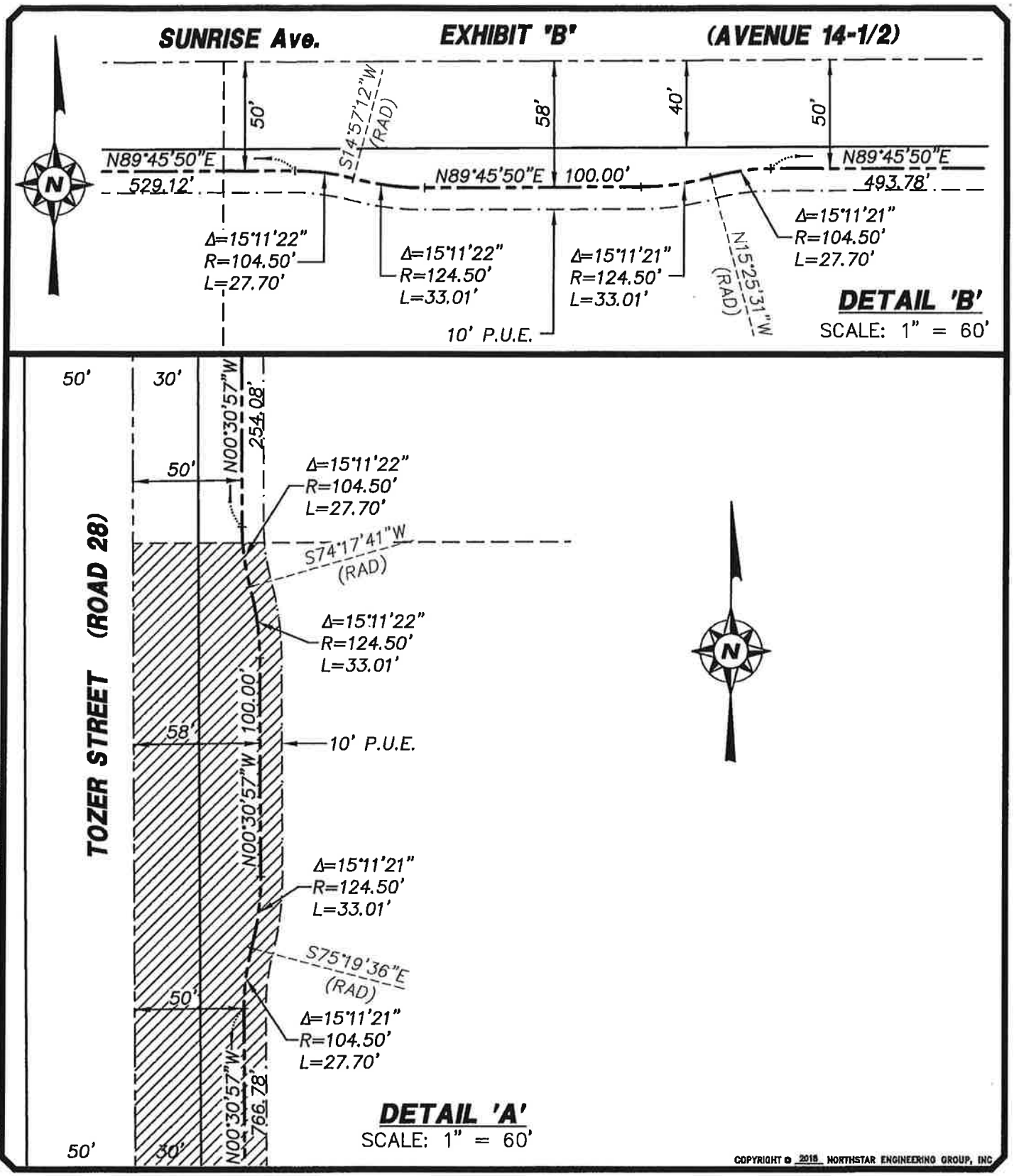
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=200'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE

SHEET 01 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Easements\Sheet+PUE+Pedestrian Easement\J16-1839 Sheet+PUE+Pedestrian Ease-2b.dwg PLOTTED: 06/4/18 15:27



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620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN.

MADERA COUNTY **CALIFORNIA**

JOB:	J16-1839
DATE:	06/04/18
SCALE:	1"=60'
DRAWN:	RG
DESIGN:	RG
CHK'D:	JE
SHEET	02 OF 02

DWG NAME: K:\J16-1839 Madera County Health and Social Services\dwg\Mapping\Easements\Street+PUE+Pedestrian Easement\16-1839 Street+PUE+Pedestrian Esmt-2D.dwg PLOTTED: 06/4/18 15:38

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved By:

Department Director

Steve Fraizer

City Administrator

Council Meeting of July 18, 2018
Agenda Item Number B-11

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. R40 FOR THE 2017-18 CITY ST. 3R AND ADA PROJECT, CITY PROJECT NUMBER R-65, STATE PROJECT NUMBER LPPSB1L 5157 (112) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. R40 ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 18-___:

a. Approving Program Supplement Agreement No. R40 for 2017-18 City St. 3R and ADA Project, City Project Number R-65, State Project Number LPPSB1L 5157 (112)

b. Authorizing the City Engineer to execute Program Supplement Agreement No. R40

SUMMARY:

The project consists of the use of preventative maintenance treatments such as Cape Seals and Type II Micro-Surfacing Slurry at various streets that are currently at its initial or middle stage of deterioration. On heavier deteriorating streets, a thin layer is removed and overlayed with Asphalt Concrete. The type of treatment is determined based on the pavement conditions surveys that is incorporated into the Pavement Management Systems (PMS) software. The software suggests the type of treatments to be used based on the pavement conditions and later verified with a field inspection.

A Program Supplement Agreement (PSA) must be executed in order to received reimbursement payments from the state. The Program Supplement Agreement (PSA) is a supplement to the Master

Agreement which formalizes the financial responsibilities and provisions for a specific State funded project. This program supplement agreement identifies the types and amounts of state and local funds used to finance the locally sponsored project. In this case, the PSA is for the use of Local Partnership Program (LPP) funds. It is the contractual basis for the state to pay the local agency for work done for the project. It also includes special covenants that define the local agencies' specific responsibilities for providing local match.

No reimbursement payments can be made until the PSA has been fully executed.

HISTORY:

The Mayor executed the most recent State Master Agreement with the State of California Department of Transportation (Caltrans) on May 5, 2010. The Master Agreement enables the City of Madera to apply for State funds through Caltrans. Caltrans prepares and sends the PSA to local agencies for execution.

SITUATION:

The City was granted $217,000 in SB-1/Local Partnership Program (LPP) funds for construction of the project. The work in general consists of grinding asphalt concrete, removal of severely deteriorated sections of asphalt pavement, installation of pavement reinforcing fabric, paving with new asphalt concrete overlay, crack sealing and repair of existing street surface, application of chip seal and Type II Micro-surfacing, installation of ADA ramps, adjustment of existing manholes/utility covers to final grade, and removal and replacing traffic striping/marking. All work will be performed at various locations within the existing City right of way.

The State notified the City about the availability of LPP funds for eligible uses. The funding can be obtained by submitting an application with a list of eligible projects. After the City submitted the application and all supporting documents, the City was informed that it can proceed to submit a Request for Authorization (RFA) for the project.

The City received confirmation and approval of the RFA, but was subject to the requirements that City execute a PSA before any invoice for reimbursement can be processed.

Staff is recommending that Council approve the resolution for the Program Supplement Agreement R40 and authorize the City Engineer to execute the Agreement.

FINANCIAL IMPACT:

There is no adverse fiscal impact to the City's General Fund. Local matching funds are programmed in the FY 17/18 Capital Project Budgets Org. numbers 41514470 and 41305424.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. R40 FOR THE 2017-18 CITY ST. 3R AND ADA PROJECT, CITY PROJECT NUMBER R-65, STATE PROJECT NUMBER LPPSB1L 5157 (112) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. R40 ON BEHALF OF THE CITY

WHEREAS, the City of Madera (Administering Agency) is eligible to receive State funding for various transportation projects through the California Department of Transportation; and

WHEREAS, Program Supplement Agreement No. R40 must be executed with the California Department of Transportation before such funds can be approved for reimbursement of expenses incurred for the project; and

WHEREAS, the 2017-18 City St. 3R and ADA Project, City Project Number R-65, State Project Number LPPSB1L 5157 (112), is included in the 2017/18 Capital Projects Budget; and

WHEREAS, City wishes to delegate authorization to the City Engineer of the City of Madera to execute the Program Supplement Agreement No. R40 and / or any amendments thereto with the California Department of Transportation.

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. Program Supplement Agreement No. R40, a copy of which is on file in the office of the City Clerk and referred to for particulars, for the 2017-18 City St. 3R and ADA Project, City Project Number R-65, State Project Number LPPSB1L 5157 (112), is approved.
3. The City Engineer is authorized to execute Program Supplement Agreement No. R40 with the California State Department of Transportation on behalf of the City.
4. This resolution is effective immediately upon adoption.

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

PROGRAM SUPPLEMENT NO. R40
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00316S

Adv Project ID 0618000148
Date: June 11, 2018
Location: 06-MAD-0-MAD
Project Number: LPPSB1L-5157(112)
E.A. Number:
Locode: 5157

This Program Supplement, effective , hereby adopts and incorporates into the Administering Agency-State Agreement No. 00316S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 02/18/10 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

In the City of Madera on various Arterial and Collector Streets

TYPE OF WORK: 3R and ADA Improvements

Estimated Cost	State Funds	Matching Funds		
	SB1 funds $217,000.00	LOCAL		OTHER
$748,000.00		$531,000.00		$0.00

CITY OF MADERA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____ **Date** 6/12/18 $217,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION

PROGRAM SUPPLMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

TO: **STATE CONTROLLER'S OFFICE**
Claims Audits
3301 "C" Street, Rm 404
Sacramento, CA 95816

6/12/2018 0618000148

REQUISITION NUMBER / CONTRACT NUMBER

061800000528

FROM:

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY:

CITY OF MADERA

CONTRACT AMOUNT:

$217,000.00

PROCUREMENT TYPE:

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
14	2017	2660-601-3290	2018	20.30.210.200	2620/0420	217,000.00

ADA Noti For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.

2. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumberances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

   If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

   ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

3. ADMINISTERING AGENCY agrees to submit PROJECT specific award information, using Exhibit 23-A of the LAPG, to the STATE's District Local Assistance Engineer (DLAE) immediately after award of contract, and prior to first invoice submittal. Failure to do so will delay processing invoices for the construction contract. As a minimum, the award information should include the following information: project number, Advantage ID, project description, date funds allocated by the CTC, date project was advertised, bid opening date, award date, award amount, and estimated completion date.

4. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

5. This PROJECT is programmed to receive State Senate Bill1, Chapter 5, Statutes of 2017 (SB1) funds from Local Partnership Program (LPP). This PROJECT will be administered in accordance with the California Transportation Commission (CTC) approved/adopted LPP Guidelines, and this Program Supplement Agreement.

   ADMINISTERING AGENCY agrees to use eligible matching funds of the type identified in its project application/nomination, for the required dollar for dollar minimum local match to

SPECIAL COVENANTS OR REMARKS

the LPP funds.

ADMINISTERING AGENCY agrees to submit invoices for PROJECT costs in accordance with the Local Assistance Procedures Manual (LAPM).

To satisfy the SB1 accountability requirements, ADMINISTERING AGENCY agrees to:

1) Submit Progress Reports on the activities, expenditures and progress made towards implementation of the PROJECT, as applicable, per CTC SB1 Accountability Guidelines. Changes to the scope and budget from the CTC approved project application/nomination shall also be identified in these reports. The Progress Reports shall be submitted to the Division of Local Assistance - Office of Bridge, Bond and Safety via the Local Assistance Online Data Input System (LA-ODIS)

2) Submit a Completion Report after each phase using LPP funds is complete and a Final Delivery Report to the CTC, within six months of the PROJECT construction contract being accepted, on the scope of the completed PROJECT, its final costs as compared to the project budget in its project application/nomination, its duration as compared to the project schedule in its application/nomination and performance outcomes derived from the PROJECT as compared to those described in the project application/nomination, per the SB1 Accountability Guidelines

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of July 18, 2018

Agenda Item Number B-12

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A CONTRACT AND GRANT OF EASEMENT TO THE CITY OF MADERA WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION

RECOMMENDATION:

That City Council approves Resolution No. 18 - _____:

1. Approving the Contract and Grant of Easement.
2. Authorizing the City Engineer to execute the Contract.
3. Authorizing the City Clerk to execute the Acknowledgement.

SUMMARY:

In 2009 the City of Madera requested an easement from the United States Bureau of Reclamation (USBR) to construct a linear park and street improvements, along Kennedy Avenue between Westberry Boulevard and SR 99, to be owned, operated and maintained in perpetuity by the City. A contract titled Temporary Construction Permit in Advanced of Easement dated May 6, 2009 was executed by the City Engineer. The USBR has prepared the subject contract to replace the temporary one.

DISCUSSION:

The Temporary Construction Permit in Advance of Easement (Permit) was prepared by the USBR to allow the City to proceed with the Kennedy Street Widening Project and future Linear Park Project. A permit was requested by the City as obtaining a permanent grant easement would take years to be approved. The terms and conditions of the Permit requires the execution of a Contract and Grant of Easement (Easement) to allow the permanent use of the land for street and park use.

The Easement consists of a strip of land, 65 feet in width and one mile in length, adjacent to the south side of Kennedy Street owned by the USBR. The Madera Irrigation District, Lateral 24.2-13.2, is located in this strip of land and they are responsible for the operation and maintenance of the Lateral. The City will be responsible for the maintenance of this strip of land and will be able to construct the Linear park upon this strip of land.

The following is a brief description of the primary terms and conditions of this Contract:

1. The City is responsible for future administrative fees incurred by USBR for their monitoring the Easement.
2. The USBR shall have access and ingress to the land at all times for any purpose whatever.
3. The City shall accept the Easement in present condition.
4. The City shall not construct any improvements on the land that is not included in the Easement without the approval of the USBR.
5. The Easement shall be maintained in a good and safe condition and shall perform repairs requested by the USBR if not satisfactorily maintained.
6. The City shall be solely responsible for the security and protection of other from any danger created by City's activities on the land.

After USBR has received the City Council Resolution accepting the content of this electronic version of the Easement attached hereto, they will prepare and send hard copies for wet signatures. USBR will then execute the Easement and record the document.

FISCAL IMPACT:

There will be no initial impact to the City's General Fund for accepting the Contract and Grant of Easement. There will be costs associated with the maintenance of the land for its proper care and safe condition similar to other areas maintained by the City. There will also be costs associated with USBR's monitoring of the easement. It is anticipated monitoring costs will be minimal.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan

RESOLUTION NO. 18 - _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT AND GRANT OF EASEMENT TO THE CITY OF MADERA WITH THE UNITED STATES DEPARMENT OF THE INTERIOR, BUREAU OF RECLAMATION

WHEREAS, the City Engineer executed a Temporary Construction Permit in Advance of Easement on May 6, 2009 for the construction of Kennedy Street and future construction of the Linear Park projects; and

WHEREAS, the Bureau of Reclamation has prepared a Contract and Grant of Easement document, as a permanent easement to replace the Temporary Construction Permit, for the City to approve its content; and

WHEREAS, the USBR will prepare the Contract and Grant of Easement for wet signature by the City's authorized representative; and

WHEREAS, the Contract and Grant of Easement document has been submitted to City Council for consideration and the document is on file in the office of the City Clerk.

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

1. The above recitals are true and correct.

2. The City Council of the City of Madera approves the content of the Contract and Grant of Easement, a copy of which is on file in the Office of the City Clerk and referred to for particulars.

3. The City Engineer is designated as the City's authorized representative to execute the Contract and Grant of Easement prepared by the USBR.

4. The City Clerk is authorized to execute the Acknowledgement of City of Madera document.

5. This resolution is effective immediately upon adoption.

* * * * * *

RECORDING REQUESTED BY:
U.S. Department of the Interior
Bureau of Reclamation

WHEN RECORDED MAIL TO:
U.S. Department of the Interior
Bureau of Reclamation,
Mid Pacific Region, MP-450
2800 Cottage Way
Sacramento, CA 95825-1898

Portion of APN: **Property Not Assessed**

DOCUMENTARY TRANSFER TAX: None
This conveyance is exempt from any
documentary transfer tax per California
Revenue and Taxation Code Section 11922

Madera County
Central Valley Project
Madera Irrigation District Distribution System
Lateral 24.2-13.2
CVP-2130, Index 47, Unit 608
CVP-2130, Index 48, Unit 609
CVP-2130, Index 54, Unit 610
Contract No. 12-LC-20-0053

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL VALLEY PROJECT, CALIFORNIA
MADERA IRRIGATION DISTRICT DISTRIBUTION SYSTEM
LATERAL 24.2-13.2

CONTRACT AND GRANT OF EASEMENT TO THE CITY OF MADERA

THIS CONTRACT AND GRANT OF EASEMENT, made this _____ day of _____, 2018, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), as amended and supplemented, and particularly Section 10 of the Reclamation Project Act of 1939 (53 Stat.187), is entered into, by and between the **UNITED STATES OF AMERICA** (United States), acting by and through its Department of the Interior, Bureau of Reclamation (Reclamation), represented by the officer executing this instrument on its behalf, and the **CITY OF MADERA,** hereinafter called the "Grantee."

WHEREAS, the United States acquired fee title to certain lands for the construction of the Madera Irrigation District Distribution System, Lateral 24.2-13.2 (Lateral), a feature of the Central Valley Project (CVP), California, described in the Grant Deeds to the United States recorded January 26, 1961, in Book 788, at Page 458 of Madera County Official Records and March 16, 1961, in Book 793, at Page 232 of Madera County Official Records, March 21, 1961 in Book 793, at Page 518 of Madera County Official Records (Parcel); and

WHEREAS, the Madera Irrigation District (MID) is responsible for the operation and maintenance of the Lateral; and

WHEREAS, Reclamation granted a "Temporary Construction Permit in Advance of Easement," Contract No. 09-LC-20-10,003 (TCP), to the Grantee on May 6, 2009, to allow the City to enter upon and construct a linear park and conduct road improvements adjacent to the park, as part of the City's Linear Park Project (Project), to be owned, operated and maintained by the City, over, on, under and across United States land acquired for the Lateral; and

WHEREAS, the United States has no objections to such use of the land and the use is, at this time, not incompatible with the purpose for which the land was acquired and is now being administered.

NOW THEREFORE, in consideration of the mutual agreements and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. EASEMENT.

The United States hereby grants to the Grantee, without warranty of title, a perpetual easement for the operation and maintenance of the above-described Project over, on, under and across portions of the Northwest Quarter (NW ¼) in Section 14, Township 11 South, Range 17 East, and the Northeast Quarter (NE ¼) in Section 15, Township 11 South, Range 17 East, both Mount Diablo Base and Meridian, County of Madera, California, and further described in the legal description at **Exhibit A** and illustrated in the maps at **Exhibit B**, and hereafter referred to as the "Easement Premises."

2. TERMS AND CONDITIONS.

a. The land use fees for the Contract and Grant of Easement (Easement) granted herein are waived in accordance with Title 43, Code of Federal Regulations, Public Lands: Interior, Part 429 (43 CFR 429), Subpart F [429.26(a)(3)].

b. In accordance with 43 CFR 429, Subpart D (429.16-17) and in consideration of the mutual covenants herein contained, the Grantee shall be responsible for the land use application fee and all administrative costs for expenses incurred by Reclamation, to date, in the processing and issuing of this Easement. Upon execution of this Easement, the Grantee shall be responsible for any future administrative fees incurred by Reclamation in monitoring this Easement.

c. The rights granted herein are subject to existing rights-of-way, or those subsequently granted, in favor of the public or third parties. The Grantee recognizes that it has sole responsibility to make whatever arrangements are necessary to obtain such rights as may be needed by the Grantee from any other party or parties holding any other interest in the Easement Premises.

d. Jurisdiction and supervision of the United States over the Easement Premises are not surrendered or subordinated by the issuance of this Easement and the United States reserves the right to issue easements, rights-of-way, permits, or other agreements for the lands described in this Easement.

e. The United States reserves the right of its officers, agents, and employees at all times to have access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation projects, or for any purpose whatsoever. However, Reclamation agrees to make every reasonable effort to notify the Grantee prior to occasions when Reclamation requires access to the Easement Premises for any purpose that may affect the operation and/or maintenance of the Project. Prior notification to the Grantee of Reclamation's intent to access the Easement Premises will be no less than thirty (30) calendar days in advance, or as soon as reasonably possible in an emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment. While other use of this Easement is not anticipated, Reclamation will endeavor to notify the Grantee of any proposed change or alteration of land use that is the subject of this Easement, or any proposed change of nearby land use that would affect the land subject to this Easement, whether permanent or temporary. Reclamation will also offer the Grantee an opportunity to review and comment in response to Reclamation's notice.

f. The Grantee accepts the Easement Premises as is and acknowledges that neither the United States nor MID is under any obligation to improve the present condition of the Easement Premises.

g. The Grantee shall not use the Easement Premises for any purpose except as set forth in this Easement. All future use of the Easement Premises not in accordance with this Easement shall not be initiated without the prior review and written approval of the United States and MID. All construction work to be performed shall be accomplished to the satisfaction of the United States by and at the expense of the Grantee and shall be in full accordance with previously submitted and approved plans. Any future construction, relocation, or alterations of the Easement Premises not in accordance with this Easement and approved plans shall not be initiated without the prior review and written approval of the United States and MID. The Grantee shall be required to reimburse the United States for its administrative costs involved in the review and approval of any additional activities. The Grantee shall provide Reclamation with an electronic copy of as-built drawings covering construction on Reclamation land.

h. The Easement Premises and Project shall be maintained in a good and safe condition and to the reasonable satisfaction of the United States and MID by and at the expense of the Grantee.

The Grantee shall, from time to time, upon reasonable request from the United States or MID, promptly repair or alter any part of the Easement Premises or Project to preclude damage to the facilities of the United States. The Grantee agrees to perform all such repair or alteration without regard to the cause, to the extent consistent with other agreements, except where caused or necessitated by an act or omission of the United States or MID. This provision shall not, however, relieve the Grantee from the duty of inspecting and keeping the Project within the Easement Premises in a proper and safe condition without the request of the United States or MID, nor place upon the United States or MID the duty of inspecting or maintaining any of the facilities installed by or for the Grantee.

i. In the event the Grantee should fail to promptly make such repairs or maintain its facilities after thirty (30) days written notice by the United States or MID, the United States or MID may enter and make such repairs and perform such maintenance at the expense of the Grantee, and the Grantee shall, upon receipt of an itemized statement, reimburse the United States or MID for all such costs.

j. The Grantee and its contractors shall comply with all requirements of the latest edition (currently the July 2014 edition) of the Reclamation Safety and Health Standards handbook while conducting any activity on Reclamation land or facilities. A copy can be downloaded from Reclamation's public web site at: http://www.usbr.gov/ssle/safety/RSHS/rshs.html. All work shall also be performed in accordance with all State of California, Division of Industrial Safety and OSHA Standards.

k. The Grantee shall be solely responsible for the security and protection of others from any danger created by the Grantee's activities on the Easement Premises. The Grantee is a self-insured public entity. The Grantee and/or its contractor(s) shall maintain in force either proof of self-insurance or a policy of liability insurance, providing limits of not less than $1,000,000 for each person/occurrence and $2,000,000 aggregate for bodily injury or death, and not less than $1,000,000 property damage. Said policies will name the United States, MID, and their respective agents and employees as additional insureds (with the ISO CG 2010 endorsement form or equivalent) and will provide that they will not be canceled or reduced in coverage without ten (10) days prior written notice from the Grantee to Reclamation. Prior to commencement of said construction, the Grantee will deliver to Reclamation and MID a copy of the certificate of insurance and endorsement reflecting all essential coverage. This Contract and Grant of Easement No. 12-LC-20-0053 shall be referenced in the description portion of the insurance certificate to identify this project.

l. During any construction authorized by this Easement, if a situation develops which, in the opinion of the United States, presents a threat to the safety of any person or to the safety of the property of the United States or any third party or parties, the Grantee shall take immediate action to eliminate the threat. In the event that the Grantee does not immediately provide the necessary protection, the United States reserves the right, after notifying the Grantee, to take such action as may be necessary to eliminate the immediate threat and the Grantee shall, upon receipt of an itemized statement, reimburse the United States, MID, or their respective agents for all costs.

m. The Grantee shall at all times exercise its rights herein in accordance with all Federal, State, and local laws, regulations, ordinances, and orders affecting such operations on United States lands.

n. Enforcement of the terms of this Easement shall be at the discretion of the United States, and any forbearance by the United States to exercise its rights under this Easement in the event of any breach of any term of the Easement shall not be construed to be a waiver by the United States of such terms or of any subsequent breach of the same or any other term of this Easement or of any of the United States' rights under this Easement. No delay or omission by the United States in the exercise of any right or remedy upon any breach by the Grantee shall impair such right or remedy or be construed as a waiver. Further, nothing in this Easement creates non-discretionary duty upon the United States to enforce its provisions, nor shall deviation from these terms and procedures, or failure to enforce its provisions, give rise to a private right of action against the United States by any third parties.

3. TERMINATION.

a. This Easement will terminate and all rights of the Grantee under this Easement will cease, and the Grantee will quietly deliver to the United States possession of the Easement Premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(1) Immediately upon occurrence of any activity of the Grantee or under the control of or permitted by the Grantee deemed to be illegal on United States lands or facilities; and/or

(2) At the option of the United States, upon failure of the Grantee to use said Easement Premises, or any portion thereof, for a period of five (5) consecutive years; and/or

(3) At the request of the Grantee by giving three (3) months written notice to the United States.

b. Except for termination under Article 3.a (1) and 8.e., for which termination is without notice to the Grantee, in the event the Grantee breaches or fails to perform or observe any of the terms and conditions of this Easement and then fails to cure such breach or default within ninety (90) days of the United States giving the Grantee written notice thereof, or within such other period of time as the United States determines is reasonable under the circumstances, the United States may terminate the Grantee's rights under this Easement. Any termination of this Easement or the Grantee's rights under this Easement is in addition to and not in limitation of any other remedy of the United States at law and in equity, and failure of the United States to exercise such right at any time shall not waive the right of the United States to terminate for any future breach or default.

c. If this Easement is terminated under the provisions of Articles 3.a (1), 3.b, or 8.e, the United States reserves the right to bar the Grantee from the future use of all lands under the jurisdiction, management or control of Reclamation including all acquired or withdrawn land for the CVP for a period of time as determined by Reclamation's Area Manager for the South-Central California Area Office (Area Manager).

d. Termination of the Easement granted herein shall not release the Grantee from any liability or obligation, including any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release the Grantee from its obligation and liability to remove any improvements, alterations, and additions made by the Grantee and to restore the Easement Premises to a condition satisfactory to the United States at the expense of the Grantee.

4. NOTICES.

a. Unless expressly set forth elsewhere in this Easement, any notice, demand, or request required or authorized by this Easement to be given or made to or upon the United States and/or Reclamation shall be deemed properly given or made if delivered or mailed postage-prepaid to the Area Manager, Bureau of Reclamation, 1243 "N" Street, Fresno, California 93721-1813.

b. Any notice, demand, or request required or authorized by this Easement to be given or made to or upon the Grantee shall be deemed properly given or made if delivered or mailed postage-prepaid to the City of Madera, 205 West Fourth Street, Madera, California 93637.

c. Any notice, demand, or request required or authorized by this Easement to be given or made to or upon MID shall be deemed properly given or made if delivered or mailed postage-prepaid to the Madera Irrigation District, 12152 Road 28 ¼, Madera, California 93637.

d. The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of such person may be changed at any time by notice given in the same manner as provided in this Article for other notices.

5. RECLAMATION LAND USE STIPULATION. There is reserved from the rights herein granted the prior rights of the United States, acting through Reclamation, Department of the Interior, to construct, operate, and maintain public works now or hereafter authorized by the Congress of the United States without liability for severance or other damage to the Grantee's works; provided, however, that if such reserved rights are not identified in at least general terms in this Easement and exercised for works authorized by the Congress within ten (10) years following the date of this Easement, they will not be exercised unless the Grantee, or the Grantee's successor in interest, is notified of the need, and grants an extension or waiver. If no extension or waiver is granted, the Government will compensate, or institute mitigation measures for any resultant damages to works placed on said lands, pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of the Grantee's works to accommodate the exercise of the United States' reserved rights. As alternatives to such compensation, the United States, at its option and at its own expense, may mitigate the damages by reconstructing the Grantee's works to accommodate Government facilities, or may provide other adequate mitigation measures for any damage to the Grantee's property or right. The decision to compensate or mitigate is that of the appropriate Regional Director.

6. REMOVAL OF STRUCTURES. Upon termination or revocation of this Easement, if all charges or damage claims due Reclamation have been paid, the Grantee shall remove all structures, equipment, or other improvements made by it from the Easement Premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of termination or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Grantee shall pay all expenses of the United States, or its assigns, related to the removal of such improvements.

7. DISCOVERY OF CULTURAL RESOURCES. The Grantee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, paleontological or scientific interest on Reclamation lands. The Grantee shall follow up with a written report of their finding(s) to Reclamation's authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this Easement. The Grantee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the Grantee.

8. HAZARDOUS MATERIALS. The Grantee, its employees, contractors, or agents agree as follows:

a. The Grantee may not allow contamination or pollution of Federal lands, waters or facilities by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

b. The Grantee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.

c. "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Grantee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Area Manager. Reporting may be within a reasonable time period. A reasonable time period shall mean within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

e. Violation of any of the provisions of this Article, as determined by the Area Manager, may constitute grounds for termination of this Easement. Such violations require immediate corrective action by the Grantee and shall make the Grantee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The Grantee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third party contract it may enter into pursuant to this Easement.

g. Reclamation agrees to provide information necessary for the Grantee, using reasonable diligence, to comply with the provisions of this Article.

9. SUCCESSORS IN INTEREST OBLIGATED. This Easement shall be binding upon and inure to the benefit of the successors and assigns of the Grantee; provided, however, except as otherwise herein written, that no assignment of the privileges, benefits, obligations or liabilities of the Grantee herein, whether by operation of law or otherwise, shall be valid without the prior written consent of the United States.

10. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein, or the condition at any time of the Easement Premises, or any of the property of the United States thereon, or the suitability of the Easement Premises for the purposes of the Grantee.

11. INDEMNIFICATION AND HOLD HARMLESS. The Grantee hereby agrees to indemnify and hold harmless the United States, MID, their respective employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Grantee's activities under this Easement.

12. COVENANT AGAINST CONTINGENT FEES. The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Easement without liability or, in its discretion, to require the Grantee to pay the full amount of such commission, percentage, brokerage, or contingent fee to the United States.

13. SEVERABILITY. Each provision of this Easement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Easement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the Easement as a whole.

14. OFFICIALS NOT TO BENEFIT. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

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

UNITED STATES OF AMERICA

By:_____
Richard J. Woodley
Regional Resources Manager
Mid-Pacific Region
Bureau of Reclamation

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.

ACKNOWLEDGMENT OF
THE UNITED STATES OF AMERICA

STATE OF CALIFORNIA
County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)

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)

NOTED:

MADERA IRRIGATION DISTRICT

By: _____ Date: _____

ACCEPTANCE OF GRANTEE

The foregoing conveyance is hereby accepted by the Grantee. The Grantee further agrees, by this acceptance, to the sufficiency of the conveyance and to comply with the terms and covenants of the within and foregoing Contract and Grant of Easement. The Grantee further agrees by this acceptance to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

CITY OF MADERA

_____

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.

ACKNOWLEDGMENT OF
CITY OF MADERA

STATE OF CALIFORNIA
County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)
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

RETURN TO AGENDA

Approved by:

Department Director

City Administrator

Council Meeting of: July 18, 2018

Agenda Number: B-13

SUBJECT: Consideration of a Resolution Establishing Appropriations Limit for Fiscal Year 2018-2019

RECOMMENDATION: After review and consideration of the information presented in this calculation, Staff recommends that the Council adopt the resolution establishing an appropriations limit for Fiscal Year 2018-2019.

BACKGROUND: State law requires the City to set an appropriations limit (also known as the "Gann Limit") after budget adoption each year, in accordance with Section 1.5 of Article XIIIB of the California Constitution. The limit is based on appropriations (formal authorization by the City Council to spend funds) only from proceeds of taxes, as defined by the law and statewide reporting guidelines. The appropriations limit amount is increased each year by a formula that uses a combination of percent changes in the Statewide Per Capita Income (PCI), city or county population, and the City non-residential assessed valuation. The factors can be used in combination to provide the greatest increase or least decrease in the annual appropriations limit. The State Department of Finance provides the PCI and population growth rates. The County Assessor provides the non-residential assessed valuation information.

DISCUSSION: The Fiscal Year 2018-19 Appropriations Limit shows an increase from the prior year due to a rise in the Statewide PCI of 3.67% in combination with a 1.62% increase in the City's population growth rate. Additionally, the appropriations limit increased by 5.35% from last year.

The FY 2018-19 Article XIIIB Appropriations Limit Calculation Worksheets and supporting documents are included as Exhibit A.

FINANCIAL IMPACT: The Appropriations Limit for fiscal year 2018-19 has been calculated to be $42,306,993, while appropriations subject to limitation were determined to be $30,371,388, as shown on Exhibit A, Worksheet #1. The difference between the Appropriations Limit and the City's appropriations subject to limitation is $11,935,605, demonstrating that the City is using 71.8% of the allowed limit.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Adopting the Appropriations Limit for the City is not addressed in the vision or action plans. The requested action is also not in conflict with any of the actions or goals contained in those plans.

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE APPROPRIATION LIMIT FOR THE 2018-19 FISCAL YEAR

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Madera as follows:

1. The above recitals are true and correct.
2. The Appropriation Limit for the City of Madera for the 2018-19 fiscal year, as described in Article XIII B of the Constitution of the State of California and as determined pursuant to Sections 7900 to 7913 of the California Government Code is in the amount of FORTY-TWO MILLION THREE HUNDRED SIX THOUSAND NINE HUNDRED NINETY-THREE DOLLARS ($42,306,993).
3. The Council declares that it used the percentage change in California per capita personal income and the City of Madera annual percent change in population in calculating this Appropriation Limit.
4. This resolution is effective immediately upon adoption.

* * * * * * *

EXHIBIT A

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #1
FOR THE 2018-19 FISCAL YEAR

		Reference Document
Proceeds of Taxes:	$ 30,371,388	Worksheet #2
Exclusions:	0	
Appropriations Subject to Limit:	$ 30,371,388	
Current Limit:	$ 42,306,993	Worksheet #3
Amount Over (Under) Limit:	$(11,935,605)	

EXHIBIT A

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #2
FOR THE 2018-19 FISCAL YEAR
Summary of Tax Proceeds Revenue & Interest Allocation

	Non-Interest Revenues	Percent of Total	Interest Income Allocation	Total Tax Proceeds
General Fund				
Tax Proceeds Budgeted	$ 23,818,785	72.67%	$ 254,346	$ 24,073,131
Non Tax Proceeds Budgeted	8,957,687	27.33%	95,654	
Total Revenues Budgeted	$ 32,776,472	100.00%		
Total Interest Income Budgeted			$ 350,000	
Dial-a-Ride and Fixed Route Transit Systems				
Tax Proceeds Budgeted				739,569
Gas Tax:				
Tax Proceeds Budgeted				1,568,587
Measure A & Measure T:				
Tax Proceeds Budgeted				2,899,631
Local Transportation Allocations in Other Funds				
Tax Proceeds Budgeted				1,090,470
Total Tax Proceeds Budgeted:				$ 30,371,388

EXHIBIT A

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #3
FOR THE 2018-19 FISCAL YEAR

A.	Last Year's Appropriations Limit (Unadjusted)				$ 40,158,721
B.	Adjustment Factors	% of Change	Factor	Source	
	1. Growth in City Population	1.62	1.0162	State Calculation	
	2. California Per Capita Personal Income Growth	3.67	1.0367	State Calculation	
	3. Adjustment Factor: (B1 x B2)				1.0535
C.	Annual Adjustment Dollars: (A x B3) - A				$ 2,148,272
D.	2018-19 Projected Appropriations Limit: (A + C)				$ 42,306,993

EXHIBIT A

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2018

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

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

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

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2018.**

Please Note: The prior year's city population estimates may be revised.

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

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

May 2018

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

2018-19:

Per Capita Cost of Living Change = 3.67 percent
Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.67 + 100}{100} = 1.0367$

Population converted to a ratio: $\frac{0.78 + 100}{100} = 1.0078$

Calculation of factor for FY 2018-19: $1.0367 \times 1.0078 = 1.0448$

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	Percent Change 2017-2018	--- Population Minus Exclusions --- 1-1-17	 1-1-18	Total Population 1-1-2018
Madera				
Chowchilla	1.69	12,085	12,289	18,835
Madera	1.62	65,172	66,225	66,225
Unincorporated	0.76	73,277	73,834	73,834
County Total	1.21	150,534	152,348	158,894

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

RETURN TO AGENDA

REPORT TO CITY COUNCIL

COUNCIL MEETING OF July 18, 2018
AGENDA ITEM NUMBER B-14

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AGREEMENT FOR OUTSIDE OF CITY WATER SERVICE FOR PROPERTY LOCATED AT 16640 N LAKE ST, APPROVING COVENANT TO ANNEX, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT ON BEHALF OF THE CITY AND DIRECTING STAFF TO RECORD THE AGREEMENT AND COVENANT

RECOMMENDATION:

That the City Council approves Resolution No. 18-___:

1. Approving the request by Joseph M. Razo and Joy R. Razo for connection to the City's water system.
2. Authorizing the Mayor to execute the agreement and Covenant on behalf of the City.
3. Directing staff to record the agreement and covenant.

BACKGROUND:

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

SITUATION:

The property owners, Joseph M. Razo and Joy R. Razo, have two existing single-family residences on a single parcel located on the west side of Lake Street, south of Martin Street. Owners have requested they be allowed to connect to an existing 12-inch City water main on Lake Street, and have declared their request as an urgent matter as the on-site well has gone dry.

Prior to water connection, owner agrees to sign the attached "**COVENANT TO ANNEX TO THE CITY OF MADERA AND WAIVE THE RIGHT TO PROTEST THERETO**".

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

FISCAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION NO. 18-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AGREEMENT WITH JOSEPH M. RAZO AND JOY R. RAZO FOR OUTSIDE OF CITY WATER SERVICE FOR 16640 N LAKE STREET, APPROVING THE COVENANT TO ANNEX, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT ON BEHALF OF THE CITY AND DIRECTING STAFF TO RECORD THE AGREEMENT AND COVENANT

WHEREAS, Owner desires to connect the property located at 16640 N Lake Street to the City water system; and

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

WHEREAS, the City Council is willing to authorize said connection to the City's water system, subject to certain conditions.

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

1. The above recitals are true and correct.
2. That certain agreement for water system connection by and between the City and Joseph M. Razo and Joy R. Razo, owner of the property located on the west side of Lake Street, south of Martin Street, known as 16640 N Lake Street, a copy of which is on file in the Office of the City Clerk and which reference is hereby made for full particulars as to terms and conditions thereof, is approved.
3. The Covenant to Annex to the City of Madera and Waive the Right to Protest Thereof, a copy of which is on file in the Office of the City Clerk and which reference is hereby made for full particulars as to terms and conditions thereof, is approved.
4. The Mayor is authorized and directed to execute said Agreement and Covenant on behalf of the City.
5. Staff is hereby directed to record the Agreement and Covenant
6. This resolution is effective immediately upon adoption.

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

Recording Requested By:
City of Madera
When Recorded Return To:
City of Madera, City Clerk
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 of the Government Code
Fee Waived Per Section 27388.1 (a)(2)(D) of the Government Code

No Doc. Tax Due

AGREEMENT FOR OUTSIDE CITY LIMITS
WATER CONNECTION FOR 16640 N LAKE STREET

AGREEMENT MADE AND ENTERED INTO this _____ day of _____, 2018, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY" and JOSEPH M. RAZO AND JOY R. RAZO, hereinafter called "APPLICANT".

W I T N E S S E T H

WHEREAS, APPLICANT is the owner of that certain property consisting of 5 acres, more or less, located on the west side of Lake Street, south of Martin Street, known as 16640 N Lake Street, in the unincorporated territory of Madera County; and

WHEREAS, APPLICANT desires a water connection to serve APPLICANT'S property at said address; and

WHEREAS, CITY is willing to authorize said water connection subject to conditions agreeable to APPLICANT;

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to and in accordance with all of the conditions set forth in this agreement, CITY hereby authorizes APPLICANT to connect to existing water main in Lake Street to serve APPLICANT'S property located on the west side of Lake Street, south of Martin Street, which property is more particularly described as follows:

A parcel of land in the South half of the Northeast quarter of Section 12, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the Unites States Government Township Plats, described as follows:

Beginning at a point which bears South 00°03' East 319.74 feet and North 89°42' West 30 feet from the Northeast corner of the said South half of the Northeast quarter; thence South 00°03' East 299.75 feet; thence North 89°42' West 726.62 feet; thence North 00°03' West 299.75 feet; thence South 89°42' East 726.62 feet to the point of beginning.

Excepting therefrom all that portion of the herein described real property, described in the deed to the County of Madera, dated July 31, 1967 and recorded August 9, 1967 in Volume 992 of Official Records, page 156, instrument No. 9875, Madera County Records.

Also excepting therefrom any mobilehomes as may be placed upon said land.

APN No. 038-030-026

2. Prior to any such installations, APPLICANT shall pay to CITY water impact fees which total $1,690.00. Impact fees are based on two single family residences on a single parcel. Any additional development on site will be subject to additional CITY impact fees. APPLICANT shall also pay to City connection, permit, inspection or other fees as required, and 50% of the cost to install the 8-inch component of the 12-inch water main located in Lake Street, in the amount of $5,850.00. On and after connection of APPLICANT'S property to the CITY water system, APPLICANT shall pay to CITY the appropriate monthly water service charges.

3. APPLICANT agrees that connection at this time is for the purpose of providing domestic water service to property located on the west side of Lake Street, south of Martin Street. Any future water connection for property development purposes is subject to approval of CITY.

4. APPLICANT hereby agrees, prior to receipt of CITY water service, to install a water meter and a reduced pressure back flow prevention device at property line in accordance with City Standard Specifications and destroy any existing wells in accordance with the Madera County and California Department of Health Standards.

5. APPLICANT hereby agrees to the annexation to the CITY of all of APPLICANT'S property described herein and agrees to pay any and all fees and charges associated therewith and hereby irrevocably consents to the annexation of said real property as soon as the Subject Property meets the standards for annexation as determined by the City and waives any right to protest such annexation.

6. APPLICANT agrees that water connection shall be subject to all City water regulations and fines as may be contained in City of Madera Municipal Code.

7. CITY reserves the right to terminate water service provided herein in the event of breach by APPLICANT of any of the terms of the agreement, including but not necessarily limited to the non-payment of monthly service charges. In no event shall APPLICANT'S consent to annexation, however, be considered revocable as a result of the terms of this paragraph.

8. This agreement shall be recorded and is considered a covenant running with the land and is binding upon APPLICANT, APPLICANT'S heirs, executors, administrators, assigns and successors in interest.

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

CITY OF MADERA
Accepted by:

By: _____
Keith B. Helmuth
City Engineer

ATTEST:

By: _____
Sonia Alvarez, City Clerk

APPROVAL AS TO FORM:

By: _____
Brent Richardson, City Attorney

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

OWNERS/APPLICANTS
Joseph M. Razo and Joy R. Razo,
husband and wife as joint tenants

Joseph M. Razo

Joy R. Razo

ATTACH NOTARY
ACKNOWLEDGEMENTS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

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

State of California)

County of Madera)

On 7/10/18 before me, Sonia Alvarez, Notary Public, personally appeared **Joseph M. Razo and Joy R. Razo**, 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 Sonia Alvarez (Seal)

SONIA ALVAREZ
Commission # 2074373
Notary Public - California
Madera County
My Comm. Expires Aug 9, 2018

DESCRIPTION OF ATTACHED DOCUMENT *(OPTIONAL)*

Title or Type of Document: Agreement for Outside Water Connection 16640 N. Lake St.

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: Signer's Name:

Title: Title:

Recording Requested By:
City of Madera
When Recorded Return To:
City of Madera, City Clerk
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 of the Government Code
Fee Waived Per Section 27388.1 (a)(2)(D)

No Doc. Tax Due

COVENANT TO ANNEX TO THE CITY OF MADERA
AND WAIVE THE RIGHT TO PROTEST THERETO

RECITALS

WHEREAS, the undersigned, Covenantors, hereby represent and warrant that they are the record owner of the real property (the "Subject Property") commonly known as 16640 N Lake Street (APN 038-030-026), situated in the County of Madera, State of California, and more particularly described as:

The land referred to is situated in the unincorporated area of the County of Madera, State of California, and is described as follows:

A parcel of land in the South half of the Northeast quarter of Section 12, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the Unites States Government Township Plats, described as follows:

Beginning at a point which bears South 00°03' East 319.74 feet and North 89°42' West 30 feet from the Northeast corner of the said South half of the Northeast quarter; thence South 00°03' East 299.75 feet; thence North 89°42' West 726.62 feet; thence North 00°03' West 299.75 feet; thence South 89°42' East 726.62 feet to the point of beginning.

Excepting therefrom all that portion of the herein described real property, described in the deed to the County of Madera, dated July 31, 1967 and recorded August 9, 1967 in Volume 992 of Official Records, page 156, instrument No. 9875, Madera County Records.

Also excepting therefrom any mobilehomes as may be placed upon said land.

APN No. 038-030-026

WHEREAS, the Covenantors hereby warrant that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

WHEREAS, all such instruments of Subordination, if any are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor's property currently is located in unincorporated portion of Madera County and they are seeking permission from the City to connect to the City water system located adjacent to Covenantor's property.

COVENANTS

NOW, THEREFORE, the Covenantors hereby covenant, promise and agree with the City of Madera, for the benefit of said City its public property and the Subject Property, as follows:

1. The Covenantors hereby agree to willingly participate in the annexation of the Subject Property to the City of Madera, including filing an application for annexation and paying all applicable fees related thereto as soon as the Subject Property meets the standards for annexation as determined by the City.
2. The Covenantors hereby agree to the annexation of the Subject Property and waive any right to protest the annexation thereof.
3. Whenever the context hereof requires, the neuter shall include the masculine or feminine, or both, the singular shall include the plural. It is the intention hereof that this document shall constitute a covenant running with the Subject Property owned by the Covenantors, jointly and severally binding upon the undersigned and each of their heirs, representatives, successors and assigns.
4. The Covenant shall be released and of no further effect upon a written determination by the City Engineer of the City of Madera that its continued existence and enforcement are no longer necessary.

CITY OF MADERA

Accepted by:

By: _____

Keith B. Helmuth

City Engineer

CITY OF MADERA

By: _____

Andrew J. Medellin, Mayor

COVENANTORS

Joseph M. Razo and Joy R. Razo,

husband and wife as joint tenants

ATTEST:

By: _____

Sonia Alvarez, City Clerk

_____

Joseph M. Razo

_____

Joy R. Razo

APPROVAL AS TO FORM:

By: _____

Brent Richardson, City Attorney

ATTACH NOTARY

ACKNOWLEDGEMENTS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

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

State of California)

County of Madera)

On 7/10/18 before me, Sonia Alvarez, Notary Public, personally appeared **Joseph M. Razo and Joy R. Razo**, 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 Sonia Alvarez (Seal)

SONIA ALVAREZ
Commission # 2074373
Notary Public - California
Madera County
My Comm. Expires Aug 9, 2018

DESCRIPTION OF ATTACHED DOCUMENT *(OPTIONAL)*

Title or Type of Document: Covenant to Annex 16640 N. Lake St.

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: Signer's Name:

Title: Title:

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved By:

City Engineer

City Administrator

Council Meeting of July18, 2018
Agenda Item Number C-1

SUBJECT:

A. Consideration Of A Minute Order Approving Engineer's Report For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 For 2018/19 Fiscal Year

B. Consideration Of A Resolution Of Intention To Levy And Collect Annual Assessments For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 For Fiscal Year 2018/2019 And Setting Date For Public Hearing

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Approve the Engineer's Report as filed or with modifications as identified by the Council during this meeting.

   and

2. Adopt the Resolution of Intention to levy and collect proposed annual assessments for all City-Wide Landscape and Lighting District Zones of Benefit referenced in the Engineer's Report for the Fiscal Year (FY) 2018/2019 and setting August 1, 2018, as the public hearing date to consider the Proposed FY 2018/2019 Assessments for City Wide Landscape and Lighting District Zones.

SUMMARY:

State law (Sections 22620-22631 of the Streets and Highway Code) requires the City to undertake proceedings for each Fiscal Year during which an assessment is to be levied and collected within its existing landscape assessment district. There are 80 active zones of benefit within the City-Wide Landscape and Lighting District. A zone location map is attached in Attachment "B".

As has been cited in previous years, staff has identified several zones that are currently generating assessment revenue that is below the amount required to adequately fund maintenance activities. In order to resolve this situation, assessments should be increased in conformance with the requirements of both the Streets and Highway Code and Proposition 218, when applicable. The Council must first approve an Engineer's Report and then adopt a Notice of Intent to levy assessments. Along with the Notice of Intent, the Council will set a date for a public hearing where affected residents may voice opposition or support for the recommended assessment changes. The proposed date for this hearing is August 1, 2018.

Where proposed increases in the assessments exceed amounts specified in previously recorded covenants, or if there were no covenants, Proposition 218 requires that an election be held where voters decide whether to approve the increase. When an election occurs, the outcome is decided entirely by the owners who properly complete and return ballots to the City; a simple majority of returned ballots dictates the outcome for or against the increase. No Proposition 218 hearing are proposed this year. It is likely that the reasonable costs of performing maintenance in some zones exceeds the revenues that can be collected under the current assessment structures for those zones. However, the incorporation of the new accounting system across eighty (80) different zones and multiple expense categories delayed the ability to compile meaningful results that could be used in preparation of the Engineer's Report this year. The need for increase assessments will be clarified in advance of next year's report. If increases are necessary, they will be averaged into the following five-year period.

Following the public hearing, the City Council may order changes in any of the matters addressed in the Engineer's Report, to the extent such changes are consistent with the limits allowed for within existing covenants or the results of Proposition 218 elections, where required. The Council may then adopt a resolution confirming the diagram and assessment. Staff will review and modify assessments as necessary to complete conformance with the Madera County Auditor/Controller raw data submission requirements. These modifications do not represent any quantifiable changes to assessments. The adoption of that resolution will constitute the levy of an assessment for the 2018/2019 Fiscal Year.

DISCUSSION:

On July 1, 2015, Parks staff began maintenance of the 80 landscape maintenance district zones that have been created within the City. Most zones had previously been maintained by a private company under contract with the City. This decision was made primarily to raise the quality of maintenance. It was also anticipated that this decision, together with additional direction provided by the Council (See Attachment A), would result in less fluctuation in the cost of maintenance from year to year and a corresponding reduction in Proposition 218 elections. The assessments presented in this year's Engineer's Report reflect staff's recommendation based on Council's prior direction and a number of controlling factors that include:

1) The residual effects of using a private landscape contractor prior to staff assuming those responsibilities,

2) Staff's recent experience in maintaining and managing the zones within the Landscape Maintenance District, and
3) Staff's current approach to maintenance and management.

Residual Effects of Using a Private Landscape Contractor

When staff took over maintenance of the landscape district zones in 2015, each zone either had full, partial or no funding. The quality of service was commensurate with the level of funding. Funding being the primary controlling factor, staff was obligated to provide the highest level of service possible under the funding scenario for each zone. Even with the restrictions placed upon many of the zones, City staff rarely receives complaints relative to landscaping wherein it was common while using a private contractor.

Staff Experience

City staff assumed responsibility for maintenance on July 1, 2015. This represents about three years of getting to know the zones and what it takes to maintain them utilizing City staff and City owned equipment. This experience, which continues to improve, includes such things as how long it takes to perform various maintenance functions (mow lawns or trim hedges) as well as how frequently those activities need to be completed to provide the level of service that parcel owners and city residents in general expect. If full funding is not available, staff must then determine what it takes to provide a level of service that matches the funding that parcel owners have approved. This experience includes all zones, even those where funding may have been at artificially low levels as a result of previously failed Proposition 218 elections. Therefore, a full understanding of some of these zones may not become apparent until reasonable funding is established.

Staff's Approach to the Future

One of the things staff has been reminded of over the last few years is that residents are critical of the costs of maintaining landscaping. As such, a request for additional revenue through a Proposition 218 election to cover increased costs is not a guarantee as has been shown in recent years. In fact, history suggests that voters in many zones will reject proposed increases, regardless of how small or large the increase may be or how important it is to how the landscaping looks. As such, there must always be a plan for accommodating the occasional bumps in the road as expenses increase but revenue does not while still maintaining quality to the degree possible.

Looking to the future, this Engineer's Report and the Park's Department approach incorporates the expectation that assessments should provide value in the way landscape areas look and are perceived. This is true even where sufficient funding is not available to provide service at otherwise recommended levels. Given this expectation, a series of questions might logically be asked:

- What is the Plan? Flexibility and a five-year accounting plan. Staff now utilizes a 5-year plan to understand where costs and funding are heading. The five-year plan does not and will never remove the need for Proposition 218 elections. But, it does aid in anticipating them, smoothing the magnitude or degree of assessment increases and the total number occurring across all zones. Because this represents the third year in which assessments begin to reflect the costs based on City staff performing maintenance activities with residual effects still impacting the zones in different ways, significant changes in proposed assessments can still be found.

When a funding bump in the road is evident, Parks maintenance crews can adjust (lower costs) through a number of ways. They start with measures that are least obvious to residents and expand those measures as necessary. The first actions might be to reduce or eliminate tree trimming, reduce water and mowing or trimming in a complimentary fashion, etc. This has been referred to in a past report as demand responsive maintenance.

- Does the plan change based on existing funding? Not really. The overarching goal will be to always work within available funding. There is always a point at which a certain percentage reduction in funding exhibits itself in a way that cannot be ignored and will eventually lead to a Proposition 218 election. But, staff will always try to avoid that scenario if possible.

- Can major increases to assessments be completely avoided? The simple answer is probably not. The code as staff knows it has the City boxed into a situation where over or undershooting expenses relative to funding can trigger requirements to reduce assessments. When this occurs, there is no simple tool to bring them back up when needed without a Proposition 218 election. Overcoming this shortfall can cause a slingshot effect that requires other steps to avoid it starting all over again. Staff does, however, believe that we are better suited than in the past to address these code inflicted wounds. This is addressed in a little greater detail based on the factors and previous City Council direction described in Attachment A.

Even with these challenges, staff does feel comfortable in stating that overall maintenance quality is higher than that which existed when private contractors performed maintenance. Looking toward future years, a trend toward Proposition 218 elections is currently projected. This last statement should be placed in the proper context, however. Future increases to health insurance, Public Employee Retirement System, cost of living adjustments and projected need for equipment replacement have the potential to change the projections for the worse.

The results of the last three years are illustrated in this proposed Engineer's Report for FY 2018/2019. Following this Engineer's Report, staff anticipates that the City will enter what has previously been described as a fine-tuning stage that will occur on a year to year basis. While dropped for this year, Proposition 218 elections will continue.

Factors Affecting the Assessment Calculation

There are several specific factors used in past Engineer's Reports that continue to be reflected in the proposed FY 2018/2019 Engineer's Report beyond the significant effort to switch from private landscape maintenance contractors to City staff. Examples of these factors include estimated operating and administrative expenses in each zone of benefit, along with recommended reserve amounts for cash flow and allowances for semi-regular expenses like tree trimming. Each of these factors play a part in the proposed assessment. In prior years, Council has provided direction on how these factors should be addressed. A summary discussion of the various factors is included as Attachment A to this report.

Landscape Maintenance District Zones Formed Prior to 2002

Landscape Maintenance District zones are frequently categorized into two groups, those that were formed before August of 2002, and those that that were formed later.

While "newer" zones of benefit include provisions for regular escalation, landscape zones formed before August of 2002 do not have any built-in allowance for escalation or adjustment. In these older zones, the original assessment established at formation continued to be applied year after year. Many of these zones included assessments of $30 per year or less, which was in many cases well below the actual expenses required to maintain the zones. In 2012, the City Attorney's office determined that assessments could be adjusted to reflect current costs if a Proposition 218 protest hearing was conducted. In each of the years following this finding, the majority of zones subject to Proposition 218 hearings rejected increases. This led City Council to direct that maintenance within those zones that rejected increases be reduced to match revenue.

Assessment Calculation Summary

The average assessment recommended for each LMD zone of benefit is included in the attached table. The following points help to summarize the assessment calculation results:

- Proposition 218 Protest Hearings – None are proposed this fiscal year
- Of the 80 zones, 36 zones will increase, each in accordance with the covenant in place with that zone
- The average assessment in 53 zones is less than $80 per year
- The average assessment in 11 zones is between $80 and $100
- The average assessment in 6 zones is between $100 and $150
- The average assessment in 5 zones is between $150 and $200
- The average assessment in 2 zones is between $200 and $300
- The average assessment in 3 zones is more than $300.

Table 1 illustrates the existing and proposed assessments based on the guiding principles as well as the previous high assessment for the individual zones.

Next Steps and Schedule

1. Tonight – Approve Engineer's Report, Set Public Hearing Date and declare Council intent to levy and collect assessments for the 2018/2019 fiscal year
2. August 1, 2018 – Conduct Public Hearing

FISCAL IMPACT:

The General Fund is expected to absorb at least $130,000 in LMD staff costs in the current fiscal year based on past evaluations of lost revenue. Based on Council's previous direction, the recommended assessments proposed in the Engineer's Report would not recover this amount.

Any decision to reduce assessments as part of this process may result in the need for General Fund contributions to the zones affected.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The formation of Landscape and Lighting Districts while not specifically addressed in the vision or action plans would seem to fit well with:

Strategy 126 - Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets.

RESOLUTION NO. 18-_____

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 FOR FISCAL YEAR 2018/2019 AND SETTING DATE FOR PUBLIC HEARING

WHEREAS, the City Council has heretofore, provided for the formation of a City Wide Assessment District pursuant to the Landscape and Lighting Act of 1972 (the "Act") and provided for the inclusion of Zones 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 into said District; and

WHEREAS, if within any given zone, more than 50% of the parcels do not protest the proposed increases, City Council may choose to confirm the assessments as are proposed in the Engineer's Report; and

WHEREAS, the City Engineer has prepared an Engineer's Report which has been filed with the office of the City Clerk for submission to the City Council, setting forth a full and detailed description of the improvements, the boundaries of the assessment district, the zones of benefit therein and the proposed assessments upon assessable lots and parcels of land within the District to which reference is hereby made for full particulars. The boundaries of the zones of benefit within the City-wide assessment district and the improvement therein are as generally described in the Engineer's Report; and

WHEREAS, the City Council approved the Engineer's Report on July 18, 2018; and

WHEREAS, the City Council is required to set a hearing where all interested persons shall be heard on the question of the levy and collection of the proposed assessments; and

WHEREAS, written protests may be filed with the City Clerk at any time prior to the conclusion of the hearing. A written protest shall state all grounds of objection and shall contain a description sufficient to identify the property owned by the protesting person or persons.

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

1. The above recitals are true and correct.

2. The Engineer's Report has been prepared and has been filed with the office of the City Clerk for submission to the City Council and has been approved by the City Council.

3. It is the intention of the Madera City Council to levy and collect assessments for the 2018/2019 fiscal year in accordance with that determined in the Engineer's Report for City Wide Landscape and Lighting District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for the 2018/2019 fiscal year.

4. The Landscape and Lighting District Zones which generally include, but are not limited to park strip and median landscaping are in general conformity to those originally formed and no changes have been made or are proposed to these improvements as part of this action.

5. A Public Hearing shall be held at a regular meeting of the Madera City Council on August 1, 2018 at 6:00 p.m. to consider the Proposed 2018/19 Assessments for the above Zones.

6. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT A – LMD COST ASSESSMENT FACTORS

- Transition from Private Contractor to City Staff - As discussed in the body of the report, this has allowed staff to adjust landscaping in accordance with the needs of each zone. Future impacts as they relate to staff maintenance will likely be most closely related to health insurance, cost of living adjustments and Public Employee Retirement System adjustments.

- *Use of Fund Balance*. Beginning in Fiscal Year (FY) 2012/2013, an analysis of available fund balances in many zones indicated that assessments could be temporarily reduced or eliminated in those zones while the fund balances were brought down to appropriate levels which better approximated actual expenses. In some cases, these reductions still need to continue. In others, the fund balances have been reduced appropriately, and the assessments now need to be reset at a level where they equal expenses.

- *Unsuccessful Assessment Increase.* Forty zones were subject to Proposition 218 protest hearings for the FY 2015/2016 Engineer's Report. Twenty-three of those hearings resulted in unsuccessful rate increases. In FY 2017/2018 Engineer report, ten zones were subject to a Proposition 2018 protest hearing. Seven of these ten zones were proposed for hearings in FY 2015/2016. Four of the hearings failed and three of the hearings passed in FY 2017/18. The City will hold no Proposition 218 hearings for the 2018/2019 Engineer's Report.

- *Tree Trimming*. As funding is available, trees in a zone are trimmed as needed. For those zones that did not approve increases to assessments, tree trimming represents the first maintenance item to be removed; the assumption being trees represented less of a visual impact than un-mowed grass or un-trimmed bushes.

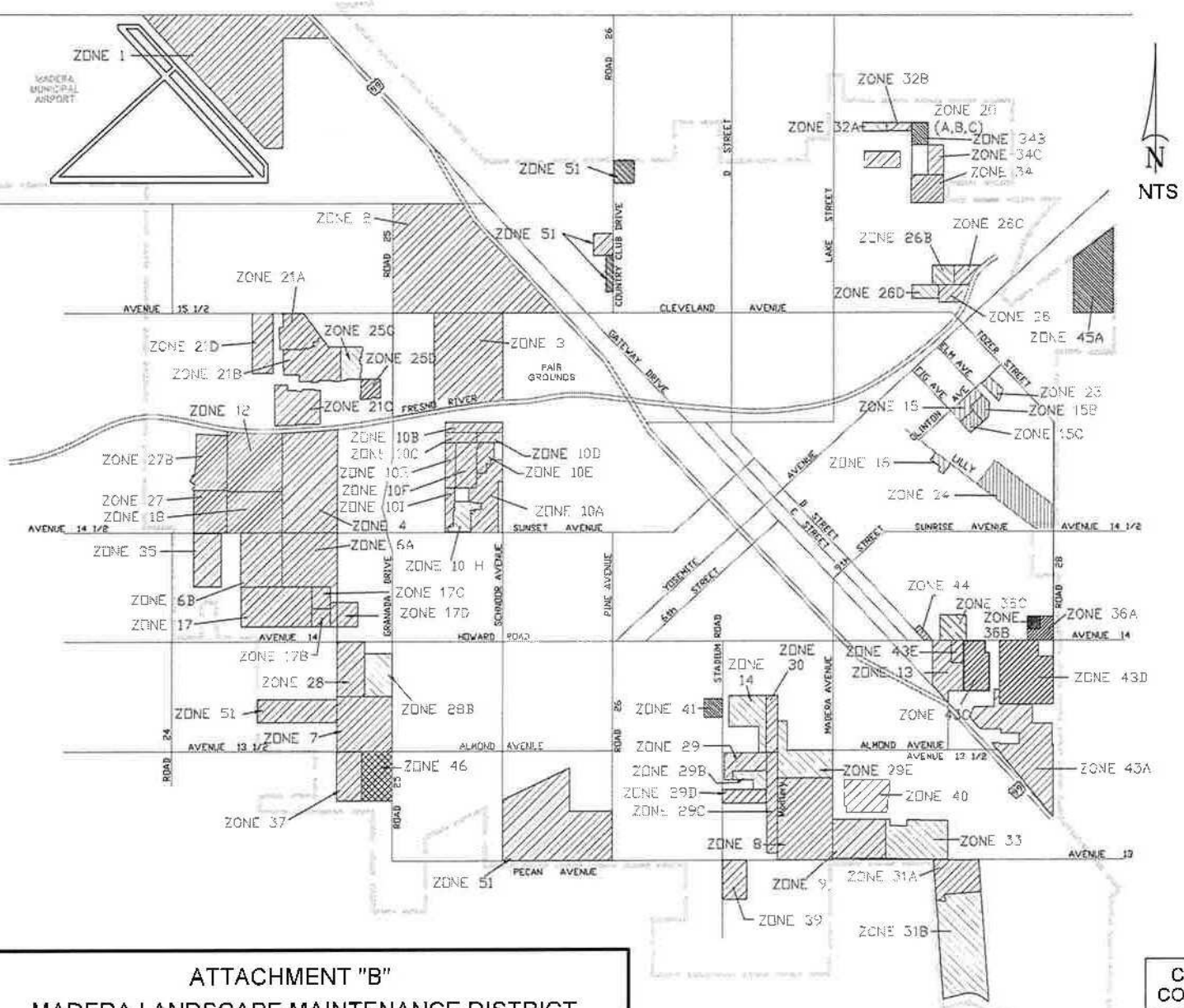
- *Water Usage Costs*. The water usage fee is included in the recommended Engineer's Report based on the square footage of landscaping within each zone. As previously noted, this fee will transition to a metered cost in all zones as meters continue to be installed at the various water service locations. There has been no change in meters from last year. At present, 35 zones of the total 80 are now metered. Five (5) are partially metered and 10 are unmetered. The status of the 30 remaining zones are unknown at present. Continuation of these installations will be based on available budget within the Water Fund.

- *Reserve for Cash Flow*. This reserve may be held in accordance with Section 22569 of the Streets and Highways Code. The maximum amount (accrual) and defined target for the zones is equivalent to the estimated costs of maintaining the zones between July 1 and December 10. The maximum amount would be accrued over the course of as much as 5 years with the goal of reducing the magnitude of recommended assessment increases when they do occur. Prior to this reserve going below zero in any given year for those zones that do not have an escalation/cost of living (COLA) clause, a Proposition 218 Hearing would be required to increase assessments. Staff's approach to this continues. It is based on reviews of the Streets and Highways Code. This approach allows for deficits or surplus reserves to be carried forward for more than one year if it is part of a defined and documented expenditure plan. To that end, staff will continue to seek to achieve the maximum accrual of fund balance at 5 years but the old approach wherein a deficit needed to be zeroed out immediately will be relaxed allowing for it to be reduced over two or more years. If the reserve is larger than the maximum accrual, it will also be allowed to reduce from a larger amount to the goal over 5 years rather than applying a large reduction in assessment. For each scenario, incremental adjustments can be applied from year to year while always looking out 5 years.

- *Administrative Costs*. Prior Council direction limits administrative costs for Engineering, Legal, Finance and Parks Departments to 30% of the value of the non-administrative costs. This cap was directed by Council. Similar to previous years, staff estimates the actual administrative costs will exceed the amount collected through assessments by at least $130,000 for FY 2018/2019. The General Fund continues to absorb this amount similar to last year.

- *Drought*. While the governor has indicated that the drought declaration has been lifted, the Parks Department anticipates continuing with reduced water usage for at least the next year. This Engineer's Report continues to assume a 35% reduction in water usage as compared to before the drought declaration.

- *Cost of Living Adjustment (COLA)*. Certain zones include covenants providing for annual cost of living increases based on the change in the Engineering News Record-Construction Cost Index (CCI) for the time frame between July 1 and June 30. At the time of this report, the CCI calculation was available to calculate from June 2017 to June 2018. In the past, we have calculated using the percentage (%) change from July to July. With council approval, staff can bring minor changes to the percentage calculation at the scheduled hearing on August 1, 2018. Where applicable, the COLA has been applied in determination of assessments at less than 5%. Other assessment changes are tied to the base assessments in the covenants. The final COLA used in the Engineer's Report will be based on the actual value 12 months through June 30 or less depending on its need to meet other criteria used in setting assessments.



ATTACHMENT "B"
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. MAY 2017

Table 1

Zone	Proposed Average Assessment (Per Parcel)	Existing Average Assessment by Parcel	High Assessment
ZONE 1	$134.44	$134.44	$134.44
ZONE 2	$97.51	$97.51	$103.18
ZONE 3	$44.81	$44.81	$44.81
ZONE 4	$69.79	$69.79	$75.86
ZONE 6A	$160.02	$160.02	$160.03
ZONE 6B	$59.28	$59.28	$59.28
ZONE 7	$24.80	$24.80	$24.80
ZONE 8	$22.94	$22.94	$22.94
ZONE 9	$33.10	$33.10	$44.12
ZONE 10A	$26.74	$26.74	$26.74
ZONE 10B	$19.05	$19.05	$24.17
ZONE 10C	$24.68	$24.68	$24.68
ZONE 10D	$19.82	$19.82	$30.58
ZONE 10E	$27.20	$26.00	$26.35
ZONE 10F	$44.18	$44.18	$44.19
ZONE 10G	$27.20	$26.00	$32.58
ZONE 10H	$27.20	$26.00	$32.56
ZONE 10I	$40.28	$40.28	$40.28
ZONE 12	$329.41	$329.41	$357.28
ZONE 13	$86.26	$86.26	$86.26
ZONE 14	$25.66	$25.66	$25.66
ZONE 15	$189.22	$189.22	$189.22
ZONE 15B	$28.00	$28.00	$53.70
ZONE 15C	$55.12	$52.70	$111.34
ZONE 16	$181.67	$181.67	$181.67
ZONE 17A	$60.83	$60.83	$74.47
ZONE 17B	$84.37	$84.37	$116.86
ZONE 17C	$86.85	$86.85	$105.93
ZONE 17D	$38.19	$36.51	$52.78
ZONE 18	$76.56	$76.56	$196.22
ZONE 20A	$38.85	$38.85	$38.85
ZONE 20B	$0.00	$0.00	$56.56
ZONE 20C	$81.64	$78.05	$78.05
ZONE 21A	$0.00	$0.00	$74.90
ZONE 21B	$41.07	$39.27	$49.70
ZONE 21C	$114.76	$130.41	$198.02
ZONE 21D	$234.11	$223.81	$318.82
ZONE 23	$35.78	$35.78	$76.16
ZONE 24	$265.29	$253.62	$312.14

ZONE 25C	$38.10	$36.42	$36.42
ZONE 25D	$62.57	$79.20	$79.20
ZONE 26	$16.67	$15.94	$15.94
ZONE 26B	$27.70	$26.48	$26.48
ZONE 26C	$18.20	$17.40	$20.98
ZONE 26D	$29.45	$28.16	$28.16
ZONE 27	$31.42	$30.04	$35.86
ZONE 27B	$28.68	$27.42	$83.11
ZONE 28	$6.03	$0.00	$78.66
ZONE 28B	$16.18	$15.47	$68.40
ZONE 29	$76.94	$73.56	$106.98
ZONE 29B	$36.71	$35.10	$113.86
ZONE 29C	$84.98	$64.28	$120.12
ZONE 29D	$66.91	$63.96	$116.54
ZONE 29E	$84.96	$58.07	$120.12
ZONE 30	$74.33	$47.35	$105.74
ZONE 31A	$125.12	$125.12	$422.92
ZONE 31B	$126.74	$126.74	$409.36
ZONE 32A	$93.36	$93.36	$135.08
ZONE 32B	$80.80	$77.24	$129.10
ZONE 33	$79.83	$79.83	$162.22
ZONE 34	$0.00	$0.00	$224.86
ZONE 34B	$177.80	$177.80	$264.50
ZONE 34C	$163.58	$177.80	$252.84
ZONE 35	$24.44	$0.00	$85.26
ZONE 36A	$47.35	$38.81	$136.24
ZONE 36B	$107.94	$103.19	$145.81
ZONE 36C	$17.11	$17.11	$130.70
ZONE 37	$24.05	$14.40	$66.92
ZONE 39	$37.27	$20.37	$165.08
ZONE 40	$40.75	$33.96	$89.42
ZONE 41	$0.00	$0.00	$439.66
ZONE 43A	$26.14	$0.00	$423.57
ZONE 43C	$110.20	$118.75	$171.10
ZONE 43D	$73.17	$73.17	$97.24
ZONE 43E	$0.00	$0.00	$332.76
ZONE 44	$328.68	$241.67	$395.38
ZONE 45A	$66.40	$66.40	$86.34
ZONE 46	$89.16	$66.04	$66.04
Zone 50	$88.16	$41.19	$190.36
ZONE 51	$302.47	$274.97	$313.77

2018-2019
ENGINEER'S REPORT
FOR
LANDSCAPE MAINTENANCE DISTRICT
TAX ASSESSMENTS



RECORDING REQUESTED BY
AND MAILED TO:

NAME: CITY OF MADERA

STREET: 205 W. 4TH STREET

CITY: MADERA, CA 93637

ATTENTION: CITY CLERK

CITY OF MADERA

ENGINEERING DEPARTMENT

COUNTY OF MADERA, STATE OF CALIFORNIA

ENGINEER'S REPORT

FOR

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2018-2019 ASSESSMENT

Keith Brent Helmuth

City Engineer

City of Madera

Date

ENGINEER'S REPORT
FOR CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2018-2019 ASSESSMENT

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CERTIFICATION OF FILING AND CONFIRMATION OF ASSESSMENT
TO THE ENGINEER'S REPORT FOR
CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2018-2019 ASSESSMENT

The Undersigned respectfully submits the enclosed reports as directed by the City Council on _____, 2018.

BY: _____
Keith Brent Helmuth, City Engineer

Certification of Filing with City.

I, Sonia Alvarez, City Clerk of the City of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were filed with me on _____, 2018.

BY: _____

Certification of Approval and Confirmation by City Council

I, Sonia Alvarez, City Clerk of the City of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were approved and confirmed by the City Council of the City of Madera on _____, 2018.

BY: _____

Certification of Filing with Superintendent of Streets

I, Keith Brent Helmuth, City Engineer of the City of Madera, hereby certify that the foregoing assessments together with the diagrams attached thereto, were recorded in my office on _____, 2018.

BY: _____

Certification of Filing with the County Auditor

I, Catherine Nainoa, Auditor of the County of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were filed in my office _____, 2018.

BY: _____
Catherine Nainoa
Supervising Accountant/Auditor

LANDSCAPING ZONES BY SUBDIVISION

ZONE #	ZONE NAME
1	AIRPORT BUSINESS PARK
2	PHEASANT RUN/NORTHWEST ESTATES
3	MANSIONETTE ESTATES 1, 2, & 3
4	WESTGATE NORTHWEST 1 & 2
6A	WOODLAND HILLS/BASILA
6B	SUNSET SOUTHWEST 1, 2, 3, 4, & 5
7	TOWN & COUNTRY ESTATES
8	VINEYARD ESTATES II, III, IV &V
9	ORCHARD ESTATES & ORCHARD ESTATES No. 2
10A	VENTURI SUBDIVISION
10B	PEBBLE BEACH I & II
10C	PEBBLE BEACH III & IV
10D	PEBBLE BEACH V
10E	PEBBLE BEACH VI
10F	PEBBLE BEACH VII
10G	PEBBLE BEACH VIII
10H	PEBBLE BEACH IX
10I	PEBBLE BEACH X
12	FRENCH COVE 1 & 2
13	LAS PALMAS ESTATES I, II, III & IV
14	CAPISTRANO 1 & 2
15	CLINTON / ELM RANCHOS 1
15B	CLINTON / ELM RANCHOS 2
15C	CLINTON / ELM RANCHOS 3
16	SUGAR PINE ESTATES
17A	CAPISTRANO X, PHASES 1 & 2 & TUSCAN VILLAGE
17B	CAPISTRANO X, PHASE III
17C	CAPISTRANO X, PHASE IV
17D	CAPISTRANO XI, PHASE I
18	LINCOLN PLACE, PHASE I, II & III
20A	LA JOLLA ESTATES, PHASE 1
20B	LA JOLLA ESTATES, PHASE 2
20C	LA JOLLA ESTATES, PHASE 3

ZONE #	ZONE NAME
21A	HOME RANCH I
21B	HOME RANCH II
21C	HOME RANCH III
21D	HOME RANCH IV
23	ELM ESTATES II
24	VISTA DEL SIERRA (RDA)
25C	COTTONWOOD ESTATES III
25D	COTTONWOOD ESTATES IV
26	CORDOVA ESTATES PHASE I & II
26B	CORDOVA ESTATES PHASE III
26C	CORDOVA ESTATES PHASE IV
26D	OAKWOOD ESTATES
27	VINEYARD WEST I
27B	VINEYARD WEST II
28	CAPISTRANO XII & XIV
28B	CAPISTRANO XIII
29	CHATEAU AT THE VINEYARDS, PHASE I
29B	CHATEAU AT THE VINEYARDS, PHASE II
29C	CHATEAU AT THE VINEYARDS, PHASE III
29D	CHATEAU AT THE VINEYARDS, PHASE IV
29E	CHATEAU AT THE VINEYARDS EAST
30	YOSEMITE ESTATES
31A	HIGHLANDS AT RANCHO VALENCIA PHASE I
31B	HIGHLANDS AT RANCHO VALENCIA PHASE II
32A	LA JOLLA NORTH PHASE I
32B	LAN JOLLA NORTH PHASE II
33	SOUTH STAR ESTATES
34	KENNEDY ESTATES PHASE I & II
34B	KENNEDY ESTATES PHASE III
34C	KENNEDY ESTATES PHASE IV
35	SANTA BARBARA ESTATES
36A	MARIPOSA ESTATES I
36B	MARIPOSA ESTATES II
36C	OLIVE ESTATES
37	ALMOND TREE ESTATES
39	CARMEL HOMES III
40	TIERRA VISTA ESTATES
41	POND PLACE

ZONE #	ZONE NAME
43A	ORCHARD POINT ESTATES PHASE I & II & BRAWLEY
43C	EL CORONADO ESTATES
43D	ALMOND VILLAGE ESTATES
43E	TAYLOR ESTATES
44	SIERRA VISTA ESTATES PHASE III
45A	SIENNA ESTATES
46	CAPISTRANO XVII
50	SUGAR PINE VILLAGE
51	RED ROCK RETAIL CENTER

ENGINEER'S REPORT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT
2018-2019 ASSESSMENT

ZONES: **1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51**

WHEREAS, on June, 1991 the City Council of the City of Madera by resolution provided for the creation of a Landscape Maintenance District to provide funds to the City for the maintenance of landscaping within street medians, street park strips, and easements included as a part of said District, the entire City shall be designated as one District composed of separate Landscape Maintenance Zones, and

NOW THEREFORE, I, Keith Brent Helmuth, Engineer of Work for the City of Madera, do hereby assess and apportion the total estimate of cost of the formation, servicing, and maintenance of the referenced Zones upon the several lots or parcels of land benefited, as more particularly set forth in the assessment rolls filed herewith, marked Exhibit "C" and incorporated herein by reference. The numbers on said assessment roll correspond with the assigned numbers upon the assessment diagrams filed herewith, marked Exhibit "D", and incorporated herein by reference. Said assessment is made upon the several lots or parcels of land within the Zones in proportion to the estimated benefits to be received by said lots of parcels of land for said maintenance. A description of the method used to estimate those benefits is presented below.

PLANS AND SPECIFICATIONS

Improvement Plans, Tract Map, and Conditions of Approval have been used to determine landscaped areas within each Zone. Such detailed plans have been prepared by the various project developers and are on file with the City of Madera.

ESTIMATE OF COSTS

The amounts to be assessed and a breakdown of these costs are provided in the Exhibit "C". These costs are based upon the best estimates available at the time of preparation of this report. Since this report will be a yearly document for the continuation of each maintenance Zone, any costs not spent by the City of Madera during the referenced fiscal year will be credited to assessments in future years. Conversely any costs underestimated during the referenced year will be recovered by assessments in future years.

The amount to be assessed maybe increased annually by the increase in the Engineering News Record Construction Cost Index (Los Angeles) plus two percent (2%) for those zones that include an escalation clause within the covenant that was executed upon formation of the zone. Zones that do not include an escalation clause may only be increased as the result of a Proposition 218 election.

ASSESSMENT DIAGRAM

The maps entitled "ASSESSMENT DIAGRAM" are incorporated herein, and sets forth the lots of parcels of land, and assigns each individual parcel a distinctive number for reference to the assessment roll. Each of the properties included within each referenced Zone is identified by an Assessment Parcel Number.

DATED: _____

SIGNED: _____
ENGINEER OF WORK FOR THE CITY OF MADERA

Exhibit 'A'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2018-2019 ASSESSMENT

ASSESSMENT SPREAD METHODOLOGY

PROPERTY RELATED BENEFIT

Property-related benefit must provide a specific, rather than general, benefit to each property being assessed in proportion to at least the amount of assessment.

The installation and maintenance of landscaping of park strips, median islands along major streets, median islands within developments/subdivisions, and certain out-lots, were requirements for obtaining favorable development entitlements which provide a specific benefit to the newly created properties, all as more particularly described on Exhibit "B".

GENERAL BENEFIT

General benefit is defined as any benefit that does not confer specific benefit via a property-related service or capital improvement. General benefits can be determined to benefit the property within the District/Zone and/or the public at large. The landscaping in median islands located in major streets results in an attractive transportation corridor for the community in conformance with the City's General Plan, and thereby providing some degree of general benefit as well as, a specific benefit to adjoining properties.

FY 2018-2019 ASSESSMENT

In accordance with the definitions of Proposition 218, the properties in each case are being assessed for their prorate share of costs to maintain the landscaping in park strips along major streets adjacent to the respective developments/subdivisions, in median islands located within the development/subdivision, in certain outlots. Costs include maintenance of trees, shrubs, sprinkler systems, fertilizer, weed control and general maintenance and repair or replacement when required. The assessment may be increased annually to the range of the assessment in the amount of the Engineering News Record Constructions Cost Index (Los Angeles, plus two percent).

In accordance with Proposition 218, the owners of land with a majority of the total cost of assessments did heretofore approve the assessments for landscape maintenance on June 4, 1997, June 3, 1998, July 16, 1999, July 19, 2000, April 4, 2001, June 6, 2001, June 5, 2002, August 21, 2002, July 16, 2003, September 1, 2004, August 3, 2005, August 16, 2006, August 15, 2007, August 20, 2008 and August 5, 2009, July 21, 2010, August 3, 2011, August 1, 2012, August 7, 2013, June 4, 2014, July 1, 2015, August 3, 2016, and July 19, 2017 or was required as a condition of approval of the subdivision.

Exhibit 'B'
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2018-2019 ASSESSMENT

METHOD OF ASSESSMENT BY ZONE

ZONE 1 – Airport Business Park
Landscape easements along the east and west side of Airport Drive from Aviation Drive to Avenue 17 were included as part of the Airport Business Park Improvement Plans and are also required for proposed future development within the boundaries established herein. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are 45 parcels within the Airport Business Park included in this Zone, all of them zoned for commercial use. Assessments for maintenance of the above improvements have been spread based upon parcel area of all properties within the Zone and frontage length of those properties fronting the landscaped areas along Airport Drive. The proportions will be such that 75 % of the total assessment will be spread on the basis of lot area and the remaining 25 % will be spread on the basis of frontage length along Airport Drive.

ZONE 2 – Pheasant Run/Northwest Estates
Landscaping along the north right of way of Cleveland Avenue and along the east right of way of Granada Drive was included as conditions of approval of plans for Pheasant Run Subdivision. Landscaped median islands along Schnoor Avenue between Cleveland Avenue and Avenue 16 were included as conditions of approval of plans for Northwest Estates Subdivision and proposed future development within the boundaries established herein. A portion of the future Cleveland Avenue median landscaping was also included as an assessable item within the Zone. The assessments include fifty percent of the costs for maintaining of the median island landscaping on Schnoor and Cleveland Avenues. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are 173 (Assessment Numbers 10-182) single-family residential lots within Pheasant Run Subdivision Nos. 1, 2 and 3 and 97 single-family residential lots within Northwest Estates Subdivision Nos. 1-5 & 7 (Assessment Numbers 183-220 and 237 –278 and 281- 297). Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot, for a total of 260 unit assessments for residential property.

Assessment Numbers 279 and 280, and Parcel 1 in Book 35 of Maps at Page 27 of Madera County Records (Assessment No. 232) and Parcels A through O in Book 42 of Maps at pages 107 and 108 of Madera County Records (Assessment Nos. 221 through 226 zoned professional office) and all property east of Schnoor Avenue within Zone 2 (319-328) are currently zoned commercial. The number of units assigned to each commercial lot was determined by dividing their respective areas by 0.15 acre, which is the average area of the single-family residential lots within the Pheasant Run and Northwest Estates subdivisions.

ZONE 3 – Mansionette Estates, Phases 1, 2, 3
Landscaped medians along Schnoor Avenue between Cleveland Avenue and the Fresno River and a portion of the Cleveland Avenue median landscaping were conditions of approval of

proposed future development within the boundaries of Mansionette Estates 1, 2, & 3. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs for maintenance of the median island landscaping in Schnoor Avenue. The assessments include fifty percent of the cost for maintenance of the landscaping of the MID canal right of way.

Parcel 1 and 2 in Book 49 of Maps at Page 9 of Madera County Records (Assessment Numbers 7 and 8) and Parcels 1 and 2 in Book 43 of Maps at Pages 9 and 10 of Madera County Records (Assessment Number 10 and 11) and parcel 3 and 4 in Book 43 of Maps at Pages 9 and 10 of Madera County Records (Assessment number 9) were combined per document 2006017711 to form one parcel and Parcels 1, 2 and 4 in Book 38 of Maps, at Page 87 of Madera County Records (Assessment Numbers 2, 3, and 4) and Parcel 1 and 2 in Book 39 of Maps at Page 129 of Madera County Records (Assessment Numbers 5 and 6) are currently zoned commercial. Parcel A in Book 37 of Maps, at Pages 102-104 of Madera County Records (Assessment Number 1) is currently zoned multi-family residential. The number of unit assessments assigned to each commercial lot and multi-family lot was determined by dividing their respective areas by 0.17 acre, which is the average size of the single family residential lot within Mansionette Estates, Phase 1, 2, & 3.

Parcel B in Book 37 of Maps, at Pages 102-104 of Madera County Records has been subdivided into two lots. The northerly lot has been further divided into 34 single family residential lots within Mansionette Estates Phase III Subdivision in Book 42 of Maps at Pages 143 and 144 of Madera County Records (Assessment Number 106 through 139). There are 159 single-family residential lots within Mansionette Estates Subdivision Phase I and II in Book 37 of Maps at Pages 103 and 104 of Madera county Records (Assessment Numbers 12 through 105). Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot. The southerly lot (Assessment Numbers 172 and 173) cannot be developed and will not be assessed.

There are 193 unit assessments for residential property, and 11unit assessments for commercial areas.

ZONE 4 – Westgate Northwest, Phases I & II
A condition of approval of the Westgate Northwest subdivision required landscaping of the following areas.

1. A median island in North Westberry Boulevard, between Sunset Avenue and Riverview Drive;

2. A median island in Double Tree Way between Sunset Avenue and Boulder Avenue;

3. A median island in Castle Way between Double Tree Way and Countess Lane.

4. The planter strip along the east right of way of Westberry Boulevard, contiguous to the subdivision; and,

5. The planter strip along the north right of way of Sunset Avenue contiguous to the subdivision.

The proposed landscape area between Riverview Drive and the Fresno River was also added as an assessable item within the Zone. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of costs to maintain the landscaped areas.

There are 106 zero lot line, family residential lots and 57 standard, single-family residential lots within Westgate Northwest Phase I. There are 90 single family residential lots within Phase II of Westgate Northwest after numerous Lot Line Adjustments.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each zero lot line residential lot and two units of assessment per each

standard residential lot, which are approximately twice the acreage of the zero lot line residential lots.

ZONE 6A – Woodlands/Basila
Landscaping of certain areas was a condition of approval for the Woodland Subdivision, the Woodlands Subdivision No. 2, and the Basila Subdivision in Madera. Landscape areas are located along Woodlands Drive, Woodlands Court, Cedar Creek Lane and Westberry Blvd, all within or adjacent to the above subdivision and streets. The median island landscaping along Westberry Blvd between Sunset Avenue and the south property line of Basila Subdivision, Phase 2 and 3 shall be included in the assessments at a rate of 50% of the costs of maintenance.

There are 108 single family residential lots within Woodland Subdivision, Woodland Subdivision No. 2, Basila Subdivision, and Basila Subdivision Phases 2 and 3. Assessment for maintenance of these improvements has been spread based upon one unit of assessment per each of the 109 residential lots.

The remaining two parcels (009-300-010-000 & 009-300-009-000) have been assessed for maintenance of these improvements and has been spread based upon one unit of assessment per each of the 109 residential lots.

ZONE 6B – Sunset Southwest, Phases 1, 2, 3, 4 & 5
Landscaping was required by conditions of approval for Sunset Southwest Subdivision, Phases I through 5 including Kimmel Avenue, the south side of Sunset Avenue, the west side of Westberry Boulevard and 50% of the median in Westberry Boulevard, all within or adjacent to the above subdivision and streets.

There are 139 residential lots within Sunset Southwest Subdivision, Phases1 through 5. Assessment for maintenance of these improvements has been spread based upon one unit of assessment per each of the 139 residential lots.

ZONE 7 – Town & Country Estates
Landscaped medians along Merlot Avenue, landscaping within the west right of way of S. Granada Drive and the north right of way of W. Almond, and maintenance of the paved emergency access easement were included as conditions of approval of the Town and Country Estates subdivision. Therefore, it is incumbent upon all property owners within these boundaries to account for their fair share of costs to maintain the landscaped areas.

There are 137 single-family residential lots within Town & Country Estates, which benefit from the landscaped frontage along Granada Drive and the landscaped median in Merlot Avenue. Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 137 residential lots.

Assessment Numbers 138, 139 and 140 are zoned for multi-family residential units. The apartment units front Almond Avenue and a portion of Granada Drive. The apartments isolate the single-family lots from any benefit of landscaping along these roads. Therefore maintenance costs associated with this landscaping will be applied only to the multi-family residential units once established. No maintenance costs are assumed for the 30-foot wide access easement through the apartment complex since it is temporary and will be replaced by a parking lot.

The number of units assigned to each multi-family residential lot, was determined by dividing their respective areas by 0.16 acre, which is the average size of the single-family residential lot within the Town and Country Estates subdivision.

ZONE 8 – Vineyard Estates Subdivision, Phases II, III, IV & V
Conditions of approval of the plans for the Vineyards Subdivision 2, 3, 4 and 5, required maintenance of the landscaped areas noted below:

1. The park strip along the north right of way of Pecan Avenue;

2. The landscape easement along the north side of Pecan Avenue;

3. The landscape easement adjacent to the storm drainage pond; and,

4. The landscape buffer within the right of way along the north and south sides of Gary Lane.

Therefore, it is incumbent upon all property owners within these boundaries to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 193 single family residential lots within the Vineyards Subdivision No. 1, 2, 3, 4 and 5.

Assessment Numbers 52, 53 and 54 are currently zoned commercial. The number of units assigned to each commercial lot was determined by dividing their respective areas by 0.14 acre, which is the average size of the single family residential lot within Vineyards, Phases II, III, IV and V.

The assessments for Assessment Numbers 1-51 and 55-196 may increase if future development requires landscaping along Monterey Avenue, Gary Lane or Pecan Avenue.

ZONE 9 – Orchard Estates & Orchard Estates No. 2
Landscaping in the park strip located along the North right of way of Pecan Avenue was included as a condition of approval of plans for the Orchard Estates Subdivision. Therefore, it is incumbent upon all property owners within the boundaries of Orchard Estates Subdivision and Orchard Estates Subdivision No. 2 to account for their fair share of the costs to maintain the landscaped areas.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 66 single family residential lots within Orchard Estates Subdivision and Orchard Estates Subdivision No. 2, and the 2 other residential lots within Zone 9, for a total of 68 units of assessment.

ZONE 10 A – Venturi Subdivision
The landscape park strip along the north side of Sunset Avenue from Shannon Avenue to 630 feet to the east line of the subdivision and the park strip along the east side of Shannon Avenue, located between 248 feet and 428 feet (180) north of Sunset Avenue, was included as a condition of approval of the plans for the Venturi Subdivision. The entry gate to the subdivision has 180 square feet of landscaping. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment for each of the 13 lots within the Venturi Subdivision.

ZONE 10B – Pebble Beach, Phase I & II
A condition of approval for Pebble Beach Estates Ph II was maintenance of the west park strip along Schnoor Avenue, North and South of Riverview Drive, through the creation of Zone 10B. There are 39 single-family residential lots in Pebble Beach Estates, Phase II within Zone 10B.

Eight (8) single-family residential lots within Pebble Beach Estates, Phase I are included in Zone 10 B for the maintenance of landscaping along the north right-of-way of Sunset Avenue, just West of Shannon Avenue. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 47 single-family residential lots within Pebble Beach Estates, Phase I and Phase II.

ZONE 10C – Pebble Beach, Phase III & IV
A condition of approval of Pebble Beach Estates Phases III and IV was maintenance of the West park strip along Schnoor Avenue, North and South of Riverview Drive. All parcels within

the subdivision are specifically benefited by the maintenance of the landscaped park strip. Therefore it is incumbent upon the property owners within the boundaries to account for their share of the costs to maintain the landscaped areas.

There are 21 single-family residential lots within Pebble Beach Estates Phase III and 29 single-family residential lots within Pebble Beach Estates Phase IV. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 50 residential lots within Pebble Beach Estates Phases III and IV.

ZONE 10D – Pebble Beach, Phase V

Maintenance of the landscape planter strip along the west side of Schnoor Avenue between 90 feet South and 360 feet North of University Avenue was a condition of map approval of the Pebble Beach Estates Phase V subdivision. There are 27 single-family residential lots within Pebble Beach Estates Phase V. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 27 residential lots within Pebble Beach Estates Phase V.

ZONE 10E – Pebble Beach, Phase VI

A condition of approval of Pebble Beach Estates, Phase VI was the maintenance of landscaping of several park strips, located:

1. Along the west side of North Schnoor Avenue between a point located 250 feet south of University Avenue, to a point located 800 feet north of University; and,

2. Along the north side of Sunset Avenue from Shannon Drive to Mainberry Drive.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped median and park strip. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 22 residential lots within Pebble Beach Estates Phase VI.

ZONE 10 F – Pebble Beach, Phase VII

A condition of approval of Pebble Beach Estates, Phase VII was a requirement to maintain landscaping in park strips located on the west side of North Schnoor Avenue and along the north side of West Sunset Avenue adjacent to the Pebble Beach Phase I subdivision. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strips. Therefore, it is incumbent upon the property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 41 residential lots within Pebble Beach Estates, Phase VII.

ZONE 10G – Pebble Beach Estates Phase VIII

A condition of approval of Pebble Beach Estates, Phase VIII was the maintenance of landscaping of two park strips:

1. Along the west side of N. Schnoor Avenue; and
2. Along the north side of W. Sunset Avenue all adjacent to Pebble Beach Phase I.

It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 46 residential lots within Pebble Beach Estates Phase VIII.

ZONE 10 H – Pebble Beach, Phase IX

A condition of approval of Pebble Beach Estates, Phase IX was a requirement to maintain landscaping and irrigation, including trees along the park strip on the west side of North Schnoor Avenue and the landscaping and irrigation, including trees along the park strip on the north side

of West Sunset Avenue all adjacent to the Pebble Beach Subdivision. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped parkstrip. Therefore, it is incumbent upon the property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are fifty-three (53) single-family residential lots within Pebble Beach Estates, Phase IX within Zone 10H. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each residential lot within Pebble Beach Estates, Phase IX.

ZONE 10 I – Pebble Beach, Phase X
A condition of approval Pebble Beach, Phase X, was the requirement for landscaping and irrigation, including trees, along the park strip on the west side of N. Schnoor Avenue, and the landscaping and irrigation, including trees along the park strip on the north side of W. Sunset Avenue all adjacent to the Pebble Beach Estates Phase X Subdivision.

There are twenty-one (21) single-family residential lots and 1 multi-family lot within Pebble Beach Estates Phase X within Zone 10I. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each residential lot within the Pebble Beach Estates Subdivision Phase X.

ZONE 12 – French Cove Phase I & II
A condition of approval of plans for French Cove Phase I and Phase II, included the following landscaped areas:

1. The planter strip on the West side of Westberry Blvd. from 107 feet South of Double Tree Way to the South right of way line of Riverview Drive;

2. The median island in Doubletree Avenue between Summer Set Lane and Westberry Blvd;

3. The median island in Tragon Street between Tragon Way and Summer Set Lane;

4. The planter strip on the North side of Riverview Drive between Summer Set Lane and Westberry Blvd.; and,

5. One-half of the median islands on Westberry Blvd. along the entire east boundary of the subdivision.

The landscaped park strips and the local street medians, provide a zone of benefit to all parcels within the two subdivisions. Therefore, one hundred percent of the maintenance costs for areas 1, 2, 3, 4, and 5 noted above, will be equally shared by the single-family lots within French Cove Phases I and II. The landscaped median in Westberry Blvd. however, provides a zone of benefit to the City at large. Therefore, the maintenance costs for this median island will be equally shared between the City and all single-family lots within the two subdivisions. There are 33 single-family residential lots in French Cove Phase I and 46 single-family residential lots in French Cove Phase II, for a total of 79 unit assessments.

ZONE 13 – Las Palmas Estates, Phases I, II, III & IV
A condition of approval of Las Palmas Subdivision Phases I, II, III and IV, was maintenance of the park strip located on the South side of Olive Avenue along the frontage of Phase I and the median island landscaping located in Varbella Park between Varbella Way and La Perla Way. It is therefore incumbent upon the property owners within the boundaries of Las Palmas Subdivision Phases I, II, III and IV to account for their fair share of the costs to maintain the landscaped areas.

There are 22 lots in Phase I, 26 lots in Phase II, 9 lots in Phase III, and, 11 lots in Phase IV, all within Zone 13. Assessments for maintenance for the above improvements have been spread

based upon one unit of assessment per each of the 68 residential lots within Las Palmas Estates Subdivision.

ZONE 14 – Capistrano, Phases I & II
Landscaping along the north side of Almond Avenue along the frontage of Capistrano Subdivision Phase I, and the east side of Stadium Road along the frontages of said Phase I and Capistrano Subdivision Phase II, was required as a condition of approval of the plans for said Phases I and II. Therefore, it is incumbent upon all property owners within the boundaries of the Capistrano Subdivisions, to account for their fair share of costs to maintain the landscaped areas.

There are 115 single-family residential lots in Zone 14. Assessment for maintenance of the above landscaped areas has been spread based upon one unit of assessment per each residential lot within the Capistrano Subdivisions.

ZONE 15 – Clinton/Elm Ranchos, Phase I
Landscaping of the planter strip along the southeast side of Clinton Avenue, for the full frontage of the Clinton-Elm Ranchos Subdivision, from Fig Avenue to Elm Avenue, was required by the conditions of approval of the plans. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas.

There are 19 single-family residential lots within the Clinton/Elm Ranchos Subdivision in Zone 15. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot within Clinton/Elm Ranchos Subdivision.

ZONE 15B – Clinton/Elm Ranchos, Phase II
Maintenance of the landscaped planter strip along the southeast side of Clinton Avenue from Fig Avenue to Elm Avenue was required by the conditions of approval of the plans for the Clinton/Elm Ranchos Subdivision Phase II. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas.

There are 10 single-family residential lots within the Clinton/Elm Ranchos Subdivision Phase II, in Zone 15B. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot within said Phase II.

ZONE 15C – Clinton/Elm Ranchos, Phase III
A condition of approval of plans for Clinton/Elm Ranchos Phase III was maintenance of the landscaped planter strip along the southeasterly side of Clinton Avenue from Fig Avenue to Elm Avenue. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 11 residential lots within Clinton/Elm Ranchos, Phase III.

ZONE 16 – Sugar Pine Estates
Conditions of approval of the Sugar Pine Estates subdivision required landscaping of the following areas:

1. Outlots “A” and “B” along the southwesterly side of Lilly Street between the Main Canal No. 1 and Sawmill Street;

2. Planter strip on the southwest side of Lilly Street adjacent to lots 1 through 4 inclusive, of said subdivision, a distance of approximately 214 feet; and,

3. Planter strip on the northeasterly side of Adelaide Street, adjacent to lots 5 through 8 inclusive and adjacent to lot 9, a distance of about 240 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped outlots and the planter strips. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 24 residential lots and Outlot "C" within Sugar Pine Estates.

ZONE 17A – Capistrano X, Phases I & II & TUSCAN VILLAGE

A condition of approval of plans for Tuscan Village, required landscaped areas and an irrigation system in the park strip located along the west side of North Westberry Boulevard north of Ren way, adjacent to the east side said subdivision, a distance of 250 lineal feet. The above landscaping completes the park strip to be included in Zone of Benefit 17A.

A condition of map approval for Capistrano X, Phases I & II, required landscaped areas at the locations noted below.

1. median island and the park strip along the west side of Westberry Boulevard between a point located approximately 123 feet south of the centerline of Ren Way to a point located approximately 247 feet north of said centerline;

2. median island and park strip along the west side of Westberry Boulevard between a point located approximately 145 feet south of the centerline of Westgate Drive to a point located approximately 247 feet north of said centerline; and,

3. "Outlot A" along the east side of Kent Drive, an area 15 feet wide and 300 feet long, more or less.

There are 40 single-family residential lots in Phase I and 33 single-family residential lots in Phase II. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 73 residential lots within Capistrano X Phases I and II; and, the 25 lots in Tuscan Village derive a benefit from the landscaped median island in point located approximately 123 feet south of the centerline of Ren Way and a point located approximately 247 feet north of the centerline of Westgate Drive. Therefore, one-hundred percent of the maintenance costs for the above identified park strip and 50% of the maintenance costs of the above identified median island will be assessed against 98 lots now existing within Zone 17A.

ZONE 17B – Capistrano X Phase III

One of the conditions for approval of plans for the Capistrano X, Phase III, was maintenance of the landscaped park strip along the east side of Westberry Blvd and, the median island in Westberry Blvd., along a distance of about 530 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 32 single-family residential lots in the subdivision. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 32 residential lots within Capistrano X Phase III.

ZONE 17C – Capistrano X Phase IV

One of the conditions for approval of plans for the Capistrano X, Phase IV, was maintenance of the landscaped park strip along the east side of Westberry Blvd., and the median island in Westberry Blvd. along a distance of about 526 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas.

The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 35 single-family residential lots in Capistrano X, Phase IV. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 35 residential lots within Capistrano X, Phase IV.

ZONE 17D – Capistrano XI Phase I
One of the conditions for approval of plans for the Capistrano XI Phase I was maintenance of the landscaped park strip along the east side of Westberry Blvd., and the median island in Westberry Blvd., improvements which exist along the west boundary of the Capistrano X, Phase III, subdivision, and measure about 530 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas.

The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 45 single-family residential lots in Capistrano XI Phase I. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 45 residential lots within Capistrano XI, Phase I.

ZONE 18 – Lincoln Place, Phase I, II & III
Conditions for approval of plans for Lincoln Place, Phase I, II, and III was maintenance of landscaped areas noted below:

1. Park strip along the west side of Westberry Blvd. and the median island in Westberry Blvd. between the north boundary of Phase II and the south boundary of Phase I, a distance of about 600 feet; and,

2. Park strip along the north side of Sunset Avenue between Liberty Lane and Westberry Blvd. a distance of about 580 feet; and,

3. Lot 55 (Outlot "A") of Lincoln Place Phase I.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all residential lots in the subdivision. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 54 residential lots within Lincoln Place I, II & III.

ZONE 20A – La Jolla Estates Phase 1
One of the conditions for approval of plans for La Jolla Estates Phase 1 was maintenance of the landscaped park strip on the east side of Merced Street, adjacent to lot 17, measuring about 110 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 17 single-family residential lots within La Jolla Estates Phase 1.

ZONE 20B – La Jolla Estates Phase 2
One of the conditions for approval of plans for La Jolla Estates Phase 2 was maintenance of the landscaped park strip on the east side of Merced Street, adjacent to lots 22 and 23, measuring about 270 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 31 single-family residential lots within La Jolla Estates Phase 2.

ZONE 20C – La Jolla Estates Phase 3
One of the conditions for approval of plans for La Jolla Estates Phase 3 was maintenance of the landscaped park strip on the east side of Merced Street, adjacent to lot 64, measuring about 100 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based upon one

unit of assessment per each of the 16 single-family residential lots within La Jolla Estates Phase 3.

ZONE 21A – Home Ranch Phase I
A condition of approval for Home Ranch Phase I was the maintenance of several landscaped areas:

1. the park strip along the south side of W. Cleveland and the median island in W. Cleveland from Westberry Boulevard to Glade Avenue;
2. the park strip on the east ad west sides of Westberry Blvd. And ½ of the median island in Westberry Blvd. From W. Cleveland to a point located 430 feet south, thereof; and,
3. the full median island in Westberry Blvd. Between a point located 430 feet south of W. Cleveland and a point located 1,143 feet south of W. Cleveland.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 41 residential lots within Home Ranch Phase I.

ZONE 21B – Home Ranch Phase II
A condition of approval of the plans for Home Ranch Phase II was maintenance of the park strip along the east side of Westberry Blvd. And the median island in Westberry Blvd. Between a point located about 150 feet south of the centerline of West Fairway Avenue to a point located about 400 feet north of said centerline.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 72 residential lots within Home Ranch Phase II. Of these lots three (3) are assessed an addition 1/3 due to lot line adjustments and five (5) are assessed double for merged lots.

ZONE 21C - Home Ranch Phase III
A condition of approval of plans for Home Ranch Phase III, required landscape plants and an irrigation system in two park strips located on the east side and the west side of North Westberry Boulevard between the alignment of Hampton Drive to a point located approximately 535 feet north of the center line of Fairfield Way, also described as the west boundary of Home Ranch Phase III, a distance of about 1,215 lineal feet.

The landscaped park strips provide a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared by the original 86 single-family lots within Home Ranch Phase III.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the original 86 residential lots in Home Ranch Phase III, for a total of 86 unit assessments for residential property.

ZONE 21D – Home Ranch Phase IV
A condition of approval of Home Ranch Phase IV was the requirement of landscaping in the areas described below:

1. The park strip along the south side of W. Cleveland Avenue between N. Westberry Avenue and the west boundary of Home Ranch Phase IV, a distance of about 425 feet, more or less; and,

2. The park strip along the west side of Westberry Blvd. and the median island in N. Westberry Blvd., between W. Cleveland and W. Fairway Avenue, a distance of about 1,2000 feet, more or less.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 54 residential lots within Home Ranch Phase IV Subdivision.

ZONE 23 – Elm Estates II
A condition of approval of the plans for Elm Estates II was maintenance of the park strip along the southeasterly side of Clinton Avenue adjacent to lot 1 of the subdivision, a distance of about 120 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 9 residential lots within Elm Estates II.

ZONE 24 – Vista del Sierra
A condition of approval was the requirement for landscaping and irrigation, including trees, along the park strip on the north side of Sunrise Avenue and frontage road island located along the west side of Lilly Avenue, and the temporary stormwater retention basin, all adjacent to the Vista del Sierra Subdivision frontage. Assessments for maintenance for the above improvements have been spread upon one unit of assessment per each of the forty-nine (49) lots (forty-eight residential lots and a temporary basin lot which has been determined to be equivalent to a single-family residential lot.) within the Vista del Sierra subdivision and the temporary basin lot.

ZONE 25C – Cottonwood Estates Phase III
A condition of approval of the tentative map for Cottonwood Estates Phase III, required participation in the maintenance of landscaping and irrigation systems located in three (3) park strips along the west side of N. Granada Drive Constructed by Cottonwood Estates Phase I, between a point located approximately 290 feet south of the centerline of West Cleveland Avenue to a point located approximately 2,109 feet south said Cleveland Avenue, a distance of approximately, 1,817 lineal feet. Three phases of Cottonwood estates have been approved to date, with identical requirements, to maintain the above described park strip along Granada Avenue.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 42 lots within the Cottonwood Estates Phase III Subdivision.

ZONE 25D – Cottonwood Estates Phase IV
A condition of approval of the tentative map for Cottonwood Estates Phase 4, required participation in the maintenance of landscaping and irrigation systems located in three (3) park strips along the west side of N. Granada Drive constructed by Cottonwood Estates Phase I, between a point located approximately 290 feet south of the centerline of West Cleveland Avenue to a point located approximately 2,109 feet south said Cleveland Avenue, a distance of approximately, 1,817 lineal feet. Three phases of Cottonwood Estates have been approved to date, with identical requirements, to maintain the above described park strip along Granada Avenue.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 39 residential lots within the Cottonwood Estates Phase 4 Subdivision.

ZONE 26 – Cordova Estates Phase I & II
A condition of approval of Cordova Estates Phase I & II was the requirement for landscaping the park strip along the westerly side of Raymond Road from a point located about 135 feet south of the centerline of Laguna Way to a point located about 450 feet north of the centerline of Laguna Way.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment

per each of the 50 residential lots in Cordova Estates Phase I, and the 28 residential lots in Cordova Estates Phase II, for a total of 78 lots in Zone 26.

ZONE 26B – Cordova Estates Phase III
A condition of approval of Cordova Estates Phase III was the requirement for landscaping and irrigation, including trees along the park strip on the west side of Raymond Road between the north and south boundary of the subdivision, and one-half of the landscaping and irrigation, including trees along the future median island in Raymond road between the north and south boundary of the subdivisions Cordova Estates Phases I, II and IV. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped parkstrip.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the sixty-one (61) single-family residential lots within Cordova Estates, Phase III, within Zone 26B.

ZONE 26C – Cordova Estates Phase IV
A condition of approval of Cordova Estates Phase IV was the requirement for landscaping the park strip along the westerly side of Raymond Road from a point located about 135 feet south of the centerline of Laguna Way to a point located about 450 feet north of the centerline of Laguna Way.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 52 residential lots within Cordova Estates Phase IV.

ZONE 26D – Oakwood Estates
A condition of approval of plans for Oakwood Estates, required participation in the maintenance of landscape plants and an irrigation system in the park strip located on the west side of North Raymond Road along the east boundary of the final subdivision maps for Cordova Estates Phase I and II, Map 03-S-02, and, Cordova Estates Phase IV, map 04-S-03, a distance of approximately 1,485 feet.

The landscaped park strip provides a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strip will be equally shared by the single-family lots within Oakwood Estates, the residential lots in said Cordova Estates Phases I, II, IV, and, Cordova Estates Phase III, located west of Cordova Estates Phase IV.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 23 residential lots in Oakwood Estates for a total of 23 unit assessments for residential property.

ZONE 27 – Vineyard West I
A condition of approval of Vineyards West Phase I was the requirement for landscaping park strips on the north side of Sunset Avenue, between Caitlan Drive and Via Cerioni, a distance of about 400 feet, more or less, and between Via Cerioni and a point located 140 feet east of Via Cerioni.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 46 residential lots and lot No. 47 which is well site No. 32, owned by the City, within the Vineyards West Phase I Subdivision.

ZONE 27B – Vineyards West Phase II
A condition of approval of Vineyards West Phase II was the requirement for landscaping the park strip on the north side of Sunset Avenue and Riverside Drive between the east and west boundary of the Subdivision, all adjacent to the Vineyards West Phase II subdivision. There are 44 single-family residential lots within Vineyards West Phase II subdivision. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 44 residential lots within the Vineyards West Phase II Subdivision.

ZONE 28 – Capistrano XII & XIV
A condition of approval of Capistrano Phase XII was the requirement for landscaping three (3) park strips on the south side of Howard Road from a point located 130 feet east of St Tropez Drive, to a point located about 130 feet west of Makenna Drive a distance of approximately 657 lineal feet.

Several park strips located along the Westside of South Granada Drive from a point located 342 feet north of Plumas Avenue to a point 125 feet south of Industrial Avenue, a distance of approximately 1210 lineal feet.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 86 residential lots within Capistrano Phase XII and 60 residential lots within Capistrano Phase XIV.

ZONE 28B – Capistrano XIII
Landscaping of the park strip located along the west right of way of Granada Drive starting at a point located 110 feet south of Desert Ranch Way to Plumas Street along a distance of 570 feet was a condition of approval of the Tentative Map for Capistrano XIII subdivision.

There are 42 single-family residential lots within Capistrano XIII subdivision. Assessments for maintenance of the above improvements have been spread based upon unit of assessment per each residential lot.

ZONE 29 – Chateau at the Vineyards, Phase I
A condition of approval of Chateau at the Vineyards Phase I was the requirement for landscaping and irrigation, including trees, along West Almond Avenue, Stadium Road, and Gary Lane, all adjacent to the Chateau at the Vineyards Subdivision frontage.

Assessments for the above improvements have been spread based upon one unit of assessment per each of the seventy (70) single-family residential lots within the Chateau at the Vineyards Subdivision and a “Not a Part” (NAP) lot which has been determined to be equivalent to twenty-four (24) single-family residential lots.

ZONE 29B – Chateau at the Vineyards, Phase II
A condition of approval of Chateau at the Vineyards Phase II was the requirement for landscaping and irrigation, including trees, along West Almond Avenue, Stadium Road, and Gary Lane, all adjacent to the Chateau at the Vineyards Subdivision frontage.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped areas. Assessment for maintenance of the above landscaped areas has been spread based upon one unit of assessment per each of the thirty-nine (39) single-family residential lots within Chateau at the Vineyards, Phase II.

ZONE 29C – Chateau at the Vineyards, Phase III
A condition of approval of plans for Chateau at the Vineyards was participation in the maintenance of irrigated landscaped areas constructed by Chateau at the Vineyards phase I, including:

1. Two park strips along the south side of West Almond Avenue between South Stadium Road and a point located approximately 1,150 feet east of Stadium Road; and,

2. Two park strips along the east side of South Stadium Road between West Almond Avenue and a point located approximately 734 feet south of Almond Avenue.

Chateau at the Vineyards, Phase III was also required to install an irrigation system and landscaping park strip along the south side of West Almond Avenue between Monterey Avenue and a point located approximately 80 feet west of Monterey Avenue.

The landscaped park strips provide a zone of benefit to all of the 19 parcels within the Chateau at the Vineyards, Phase III. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared between the four (4) phases identified in the tentative map for the Chateau at the Vineyards subdivision.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 19 residential lots in Chateau at the Vineyards.

ZONE 29D – Chateau at the Vineyards, Phase IV
A condition of approval of Chateau at the Vineyards Phase IV Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements installed in conjunction with all Chateau at the Vineyards phases:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of Almond Avenue between Stadium Road and Monterey Street, running approximately 1,275 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the east side of Stadium Road, running approximately 1,275 feet between Almond Avenue and Gary Lane adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation system on the north side of Gary Lane, running approximately 1,275 feet between Stadium Road and Monterey Street adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 35 residential lots planned for Chateau at the Vineyards Phase IV.

ZONE 29E – Chateau at the Vineyards East
A condition of approval of Chateau at the Vineyards East Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of Almond Avenue, between Stadium Road and Monterey Street and on the east side of Stadium Road between Almond Avenue and the future Gary Lane, adjacent to the subdivision Tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 24 residential lots within the Chateau at the Vineyards East subdivision.

ZONE 30 – Yosemite Estates
A condition of approval of Yosemite Estates was the requirement for landscaping the park strip on the north side of Almond Avenue from Monterey Avenue to a point located about 195 feet west of Monterey Avenue. There are thirty (30) single-family residential lots with the Yosemite Estates subdivision. Assessments for Maintenance for the above improvements have been spread based upon one unit of assessment per each of the thirty (30) residential lots within the Yosemite Estates Subdivision.

ZONE 31A – Highlands at Rancho Valencia Phase I
A condition of approval of the Tentative Map for Highlands at Rancho Valencia was a requirement for extensive landscaping with irrigation systems along park strips, within several mini-parks, within two traffic circles, and one median island in Sanders Avenue. The park strips are located on the south side of Pecan Roan and on the east side of Raymond Thomas Street. The total costs to maintain the landscape improvements will be shared equally between the 346 residential lots included in the tentative map for the Highlands at Rancho Valencia.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 94 residential lots included within the Highlands at Rancho Valencia Phase I subdivision.

ZONE 31B – Highlands at Rancho Valencia Phase II
A condition of approval of Highlands at Rancho Valencia Phase II was the requirement to participate in the maintenance of shrubs, trees, groundcover, and irrigation systems in the following locations:

1. The park strip located along the east side of Raymond Thomas Road between Parkwood Avenue and Hazel Avenue, along the west side of the subdivision;
2. The park strips, landscaped outlots, and traffic circles located in the South Valencia Avenue from the north boundary of the subdivision near Parkwood Avenue, to Georgia Avenue;
3. Outlots “F”, “H”, and “K”.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 247 residential lots within the Highlands at Rancho Valencia Phase II subdivision.

ZONE 32A – La Jolla North Phase I
A condition of approval of plans for La Jolla North subdivision Phase I, required landscape plants and an irrigation system in two park strips located on:

1. The east side of Merced Street between East Carmen and East Ellis Street, and
2. The south side of Ellis Street adjacent to lots 32 through 46 of Phase I, inclusive, a distance of about 1,000 feet.

The landscaped park strips provide a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above-identified park strips will be equally shared by the single-family lots within La Jolla North subdivision Phase I.

Assessments for maintenance of the above improvements have been spread based upon one unit of the assessment per each of the 46 residential lots in La Jolla North subdivision Phase I, for a total of 46 unit assessments for residential property.

ZONE 32B – La Jolla North Phase II
A condition of approval of plans for La Jolla North subdivision Phase II, required landscape plants and irrigation system in the park strip located on the south side of East Ellis Street adjacent to lost 47 through 61 of Phase II, inclusive, a distance of about 1,000 feet.

The landscaped park strip provides a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strip will be equally shared by the single-family lots within the La Jolla North subdivision Phase II.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 47 residential lots in La Jolla North Subdivision Phase II, for a total of 47 unit assessment for residential property.

ZONE 33 – South Star Estates
A condition of approval of plans for South Star Estates was maintenance of plants and the irrigation system for two park strips located:

1. The north side of Pecan Avenue (Avenue 13) located between Hickory Avenue and Barnett Avenue, a distance of about 930 feet; and,
2. The west side of Barnett Street between Pecan Avenue and a point located about 120 feet north of the center line of Macadamia Avenue, a distance of approximately 610 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped areas. Assessment for maintenance of the above landscaped areas has been spread based upon one unit of assessment per each of the 61 family residential lots within South Star Estates.

ZONE 34 – Kennedy Estates Phase I & II
A Condition of approval of plans for the tentative map of Kennedy Estates, required landscape plants and an irrigation system in the park strips located:

1. along the west side of North Chapin Avenue from Kennedy Avenue, to a point located about 860 lineal feet north of Kennedy Avenue; and
2. along the north side of Kennedy Avenue from the westerly boundary of the Kennedy Estates to Chapin Avenue, a distance of about 1,025 lineal feet.

The landscaped park strip provides a zone of benefit to all of the 101 parcels within the Phase I & II of Kennedy Estates. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared by the 101 single-family lots within the subdivision.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 101 residential lots in Kennedy Estates Phase I & II, for a total of 101 unit assessments for residential property.

ZONE 34B – Kennedy Estates Phase 3
A condition of approval of Kennedy Estates Phase 3 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. along the west side of North Chapin Avenue from Ellis Street, to a point located about 860 lineal feet south of Ellis Street; and
2. along the south side of Ellis Street from the westerly boundary of the Kennedy Estates Phase 3 Subdivision to Chapin Avenue, a distance of about 1,025 lineal feet

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 52 residential lots within the Kennedy Estates Phase 3 Subdivision.

ZONE 34C – Kennedy Estates Phase 4
A condition of approval of Kennedy Estates Phase 4 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. along the west side of North Chapin Avenue from Ellis Street, to a point located about 860 lineal feet south of Ellis Street; and
2. along the south side of Ellis Street from the westerly boundary of Kennedy Estates Phase 3 Subdivision to Chapin Avenue, a distance of about 1,025 lineal feet

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 51 residential lots within the Kennedy Estates Phase 4 Subdivision.

ZONE 35 – Santa Barbara Estates
A condition of approval of Santa Barbara Estates was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the north side of Howard Road, running 660 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 90 residential lots within the Santa Barbara Estates Subdivision.

ZONE 36A – Mariposa Estates
A condition of approval of Mariposa Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 558 feet west starting from Tozer Street and ending at the east side of Mariposa Street, then starting the west side of Mariposa Street continuing west along the north side of east Olive Avenue 550 feet and ending at Knox Street.

Landscaping and irrigation, including trees along the park strip on the west side of Tozer Street 507 feet north starting at East Olive Avenue and ending at the south side of Trail Way, then starting at the north side of Trail Way continuing north along the west side of Tozer Street 594 feet and ending at A Street.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 140 residential lots within the Mariposa Estates Subdivision.

ZONE 36B – Mariposa Estates Phase II
Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 558 feet west starting from Tozer Street and ending at the east side of Mariposa Street, then starting the west side of Mariposa Street continuing west along the north side of east Olive Avenue 550 feet and ending at Knox Street.

Landscaping and irrigation, including trees along the park strip on the west side of Tozer Street 507 feet north starting at East Olive Avenue and ending at the south side of Trail Way, then starting at the north side of Trail Way continuing north along the west side of Tozer Street 594 feet and ending at A Street.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strip. Mariposa Estates, Phase II totals 10 lots equaling 10 units.

ZONE 36C – Olive Estates
A condition of approval of Olive Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 590 feet west starting at Knox Street and ending at the westerly subdivision boundary.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 46 residential lots within the Olive Estates Subdivision.

Zone 37 – Almond Tree Estates
A condition of approval of Almond Tree Estates was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Landscaping and irrigation, including trees along the park strip on the South side of West Almond Avenue, along the frontage of the subdivision, approximately 660 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strip. Almond Tree Estates totals 100 lots equaling 100 units.

ZONE 39 – Carmel Homes III
A condition of approval of Carmel Homes III was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the East side of Stadium Road, running 620 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation on the South side of Pecan Ave, running 310 feet adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation on the Median on Pecan Ave, running 220 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 82 residential lots within the Carmel Homes III Subdivision.

ZONE 40 – Tierra Vista Estates
A condition of approval of Tierra Vista Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the north side of Gary Lane, running approximately 780 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the west side of Emily Lane, running approximately 240 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 78 residential lots within the Tierra Vista Estates Subdivision.

ZONE 41 – Pond Place Estates
A condition of approval of Pond Place Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

Landscaping and irrigation, including trees, along the park strip on the west side of Stadium Road starting from the northern boundary of the subdivision, heading south approximately 140 feet, and ending at El Monte Avenue.

Landscaping and irrigation, including trees, on the frontage road island on the west side of Stadium Road starting from El Monte Avenue, heading south approximately 320 feet, and ending at Gamay Avenue.

Landscaping and irrigation, including trees, along the park strip on the west side of Stadium Road starting from Gamay Avenue, heading south approximately 120 feet, and ending at the southern boundary of the subdivision.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 29 residential lots within the Pond Place Estates Subdivision.

ZONE 43A – Orchard Point Estates Phase I & II, Brawley Subdivision
A condition of approval of Orchard Pointe Estates Phase I & II Subdivision and the Brawley Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the west side of Tozer Street 2290 feet adjacent to the subdivision tract.

2. Installation of shrubs, trees groundcover and irrigation system in the median island of Tozer Street,, running approximately 1960 feet adjacent to the subdivision tract.
3. Installation of shrubs, groundcover and irrigation system on Knox Street, running approximately 980 feet adjacent to the subdivision tract on the east side of the street.
4. Installation of shrubs, trees, groundcover and irrigation system on Knox Street, running approximately 2790 feet adjacent to the subdivision tract on the west side of the of the street.
5. Installation of shrubs, trees, groundcover and irrigation system on Nectarine Street, running approximately 500 feet adjacent to the subdivision tract on the south side of the street and 140 feet on the north street.
6. 14,540 square feet of landscape and hardscape material and playground equipment.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessments per each of the 306 residential lots, and an appropriate pro-rated share based on lot area for two (2) commercial lots, included in the tentative map for Orchard Pointe Phases I & II and for the Brawley Subdivision.

ZONE 43C – El Coronado Estates
A condition of approval of El Coronado Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system within the median of Tozer Street running approximately 1,680 feet between East Olive Avenue and the southern edge of subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the west side of Tozer Street, running approximately 1,000 feet adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation system within the median of East Olive Avenue running approximately 1,270 feet between Tozer Street and Knox Street.
4. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Olive Avenue running approximately 870 feet adjacent to the subdivision tract.
5. Installation of shrubs, trees, groundcover and irrigation system on the east side of Knox Street running approximately 900 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 206 residential lots within the El Coronado Estates Subdivision.

ZONE 43D – Almond Village Estates
A condition of approval of Almond Village Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Olive Avenue, running 615 feet adjacent to the subdivision tract.

2. Installation of shrubs, trees, groundcover, and irrigation system in the median island of East Olive Avenue, beginning at the west limits of the subdivision tract and running approximately 235 feet adjacent to the subdivision tract.

3. Installation of shrubs, trees, groundcover and irrigation system on the west side of Knox Road, running 1,060 feet adjacent to the subdivision tract between East Olive Avenue and Los Arcos Lane.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 104 residential lots within the Almond Village Estates Subdivision.

ZONE 43E – Taylor Estates
A condition of approval of Taylor Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, groundcover and irrigation system on the south side of Olive Avenue running approximately 430 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system in the median island of Olive Avenue, running approximately 430 feet adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 20 residential lots included in the tentative map

ZONE 44 – Sierra Vista Estates Phase III
A condition of approval of Sierra Vista Estates Phase III was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the east side of Don Miguel Street, running 410 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation on the north side of Olive Ave, running 130 feet adjacent to the subdivision tract

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 9 residential lots within the Sierra Vista Estates III Subdivision.

ZONE 45A – Sienna Estates Phase 1
A condition of approval of Sienna Estates Phase 1 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Yosemite Avenue, running approximately 1,050 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the north side of Storey Road, running approximately 850 feet adjacent to the subdivision tract.
3. Installation of shrubs, groundcover and irrigation system on Emerald Way, running approximately 110 feet within the subdivision tract on the both sides of the street.
4. Installation of shrubs, groundcover and irrigation system on Crimson Way, running approximately 110 feet within the subdivision tract on the both sides of the street.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 138 residential lots planned for Sienna Estates in Phases 1 and 2.

ZONE 46 – Capistrano XVII
A condition of approval of the Capistrano XVII Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for South Granada Drive, Almond Avenue and Outlot A of the Final Map. Specific limits and improvements within street frontages are identified as follows:

1. Installation of shrubs, trees, groundcover and irrigation system on the West side South Granada Drive, running approximately 1,285 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the South side of West Almond Avenue, running approximately 640 feet adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 102 residential lots included in the tentative map for Capistrano XVII.

ZONE 50 – Sugar Pine Village
A condition of approval of Sugar Pine Village Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the north side of Clinton Street, running approximately 240 feet in length, adjacent to the subdivision.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 25 residential lots within the Sugar Pine Village Subdivision.

ZONE 51 – Red Rock Retail Center
A condition of approval of Red Rock Retail Center was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system in the median island on Country Club Dr. fronting Parcels A and B of Parcel Map 08-P-06, running approximately 55 feet in length.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 22 commercial lots within the Red Rock Retail Center.

INCIDENTAL COSTS
Assessments for the Administrative, Legal, Mailing, and Processing Fees for each lot or parcel are spread in the same manner as the maintenance costs for the zone in which it is located.

Exhibit 'C'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 45, 50 & 51

2018-2019 ASSESSMENT

COSTS PER ZONE / ASSESSMENT ROLLS

CITY OF MADERA

ZONE 1

2018-2019

1.	BEGINNING FUND BALANCE			$	0.00
2.	LANDSCAPE MAINTENANCE COSTS	$	3,500.00		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	776.96		
	b. ENGINEERING ADMINISTRATION	$	392.27		
	c. LEGAL ADMINISTRATION	$	31.73		
	d. FINANCE ADMINISTRATION	$	85.13		
	e. TREE TRIMMING	$	338.00		
	f. GAS & UTILITIES	$	297.85		
	g. EQUIPMENT	$	223.76		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	34.00		
	i. MADERA COUNTY PROCESSING FEES	$	33.22		
			TOTAL COSTS:	$	5,712.92
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,130.46
5.	TOTAL ASSESSMENT			$	6,050.00
6.	AVERAGE ASSESSMENT PER PARCEL				134.44

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 1 - AIRPORT BUSINESS PARK

TOTAL ASSESSMENT:
$6,050.00

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
1	013-010-031-000	$72.77	- CITY	36	013-010-084-000	$76.54
2	013-010-095-000	$1,870.66		37	013-010-085-000	$76.54
3	013-010-096-000	$228.02		38	013-010-086-000	$76.54
4	013-010-081-000	$76.54		39	013-010-078-000	$57.92
5	013-010-093-000	$19.54		40	013-010-079-000	$57.92
6	013-010-014-000	$305.10	- COUNTY	41	013-010-080-000	$57.92
7	013-010-020-000	$78.48	- STATE	42	013-010-089-000	$80.58
8	013-010-036-000	$22.12		43	013-010-090-000	$44.28
9	013-010-037-000	$54.12		44	013-010-091-000	$44.68
10	013-010-077-000	$57.92		45	013-010-092-000	$28.74
11	013-010-043-000	$30.47			Subtotal	$6,050.00
12	013-010-044-000	$35.48				
13	013-010-046-000	$243.44	- PG & E		Total	$4,958.51
14	013-010-062-000	$39.88				
15	013-010-070-000	$166.63				
16	013-010-049-000	$328.56			Amount to be billed via A/R	
17	013-010-048-000	$31.32			$1,091.49	
18	013-010-022-000	$109.98				
19	013-010-018-000	$71.42				
20	013-010-052-000	$46.02				
21	013-010-064-000	$178.28				
22	013-010-024-000	$12.04				
23	013-010-025-000	$237.48				
24	013-010-026-000	$19.96				
25	013-010-066-000	$19.11				
26	013-010-059-000	$16.83				
27	013-010-054-000	$19.96				
28	013-010-073-000	$473.28				
29	013-010-076-000	$157.20	- CITY			
30	013-010-075-000	$186.52	- CITY			
31	013-010-076-000	$47.98	- CITY			
32	013-010-067-000	$19.10				
33	013-010-068-000	$19.10				
34	013-010-082-000	$76.54				
35	013-010-083-000	$76.54				

CITY OF MADERA

ZONE 2

2018 - 2019

1.	BEGINNING FUND BALANCE			$	30,938.36
2.	LANDSCAPE MAINTENANCE COSTS	$	31,200.04		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	3,234.39		
	b. ENGINEERING ADMINISTRATION	$	2,486.12		
	c. LEGAL ADMINISTRATION	$	201.09		
	d. FINANCE ADMINISTRATION	$	539.55		
	e. TREE TRIMMING	$	2,880.00		
	f. GAS & UTILITIES	$	2,304.88		
	g. EQUIPMENT	$	1,116.81		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	66.00		
	i. MADERA COUNTY PROCESSING FEES	$	242.16		
			TOTAL COSTS:	$	44,271.05
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				18,650.18
5.	TOTAL ASSESSMENT			$	31,982.86
6.	AVERAGE ASSESSMENT PER PARCEL				97.51

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 2 - PHEASANT RUN/NORTHWEST ESTATES

TOTAL ASSESSMENT:
$31,982.86

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
1	013-070-012-000	$1,848.56		36	013-090-031-000	$37.00
2	013-070-014-000	$567.14		37	013-090-032-000	$37.00
3			**	38	013-090-033-000	$37.00
4	013-070-020-000	$783.80		39	013-090-034-000	$37.00
5	013-070-023-000	$279.00		40	013-090-035-000	$37.00
6	013-070-025-000	$3,326.90		41	013-090-036-000	$37.00
7	013-070-026-000	$197.56		42	013-090-037-000	$37.00
8	013-070-027-000	$163.36		43	013-090-038-000	$37.00
9	013-070-028-000	$139.62		44	013-090-039-000	$37.00
10	013-090-005-000	$37.00		45	013-090-040-000	$37.00
11	013-090-006-000	$37.00		46	013-090-041-000	$37.00
12	013-090-007-000	$37.00		47	013-090-042-000	$37.00
13	013-090-008-000	$37.00		48	013-091-001-000	$37.00
14	013-090-009-000	$37.00		49	013-091-002-000	$37.00
15	013-090-010-000	$37.00		50	013-091-003-000	$37.00
16	013-090-011-000	$37.00		51	013-091-004-000	$37.00
17	013-090-012-000	$37.00		52	013-091-005-000	$37.00
18	013-090-013-000	$37.00		53	013-091-006-000	$37.00
19	013-090-014-000	$37.00		54	013-091-007-000	$37.00
20	013-090-015-000	$37.00		55	013-091-008-000	$37.00
21	013-090-016-000	$37.00		56	013-091-009-000	$37.00
22	013-090-017-000	$37.00		57	013-091-010-000	$37.00
23	013-090-018-000	$37.00		58	013-091-011-000	$37.00
24	013-090-019-000	$37.00		59	013-091-012-000	$37.00
25	013-090-020-000	$37.00		60	013-091-013-000	$37.00
26	013-090-021-000	$37.00		61	013-091-014-000	$37.00
27	013-090-022-000	$37.00		62	013-091-015-000	$37.00
28	013-090-023-000	$37.00		63	013-091-016-000	$37.00
29	013-090-024-000	$37.00		64	013-091-017-000	$37.00
30	013-090-025-000	$37.00		65	013-091-018-000	$37.00
31	013-090-026-000	$37.00		66	013-091-019-000	$37.00
32	013-090-027-000	$37.00		67	013-091-020-000	$37.00
33	013-090-028-000	$37.00		68	013-091-021-000	$37.00
34	013-090-029-000	$37.00		69	013-091-022-000	$37.00
35	013-090-030-000	$37.00		70	013-091-023-000	$37.00

Assessment Number	Assessor's Parcel Number	Assessment
71	013-091-024-000	$37.00
72	013-091-025-000	$37.00
73	013-091-026-000	$37.00
74	013-091-027-000	$37.00
75	013-091-028-000	$37.00
76	013-091-029-000	$37.00
77	013-091-030-000	$37.00
78	013-091-031-000	$37.00
79	013-091-032-000	$37.00
80	013-091-033-000	$37.00
81	013-091-034-000	$37.00
82	013-091-035-000	$37.00
83	013-091-036-000	$37.00
84	013-091-037-000	$37.00
85	013-091-038-000	$37.00
86	013-091-039-000	$37.00
87	013-091-040-000	$37.00
88	013-091-041-000	$37.00
89	013-091-042-000	$37.00
90	013-091-043-000	$37.00
91	013-091-044-000	$37.00
92	013-091-045-000	$37.00
93	013-091-046-000	$37.00
94	013-091-047-000	$37.00
95	013-091-048-000	$37.00
96	013-091-049-000	$37.00
97	013-091-050-000	$37.00
98	013-091-051-000	$37.00
99	013-091-052-000	$37.00
100	013-091-053-000	$37.00
101	013-091-054-000	$37.00
102	013-091-055-000	$37.00
103	013-091-056-000	$37.00
104	013-091-057-000	$37.00
105	013-091-058-000	$37.00
106	013-091-059-000	$37.00
107	013-091-060-000	$37.00
108	013-091-061-000	$37.00
109	013-091-062-000	$37.00
110	013-091-063-000	$37.00
111	013-091-064-000	$37.00
112	013-091-065-000	$37.00
113	013-091-066-000	$37.00
114	013-091-067-000	$37.00
115	013-091-068-000	$37.00
116	013-091-069-000	$37.00
117	013-091-070-000	$37.00
118	013-091-071-000	$37.00
119	013-091-072-000	$37.00
120	013-091-073-000	$37.00
121	013-091-074-000	$37.00
122	013-091-075-000	$37.00
123	013-091-076-000	$37.00
124	013-091-077-000	$37.00
125	013-130-002-000	$37.00
126	013-130-003-000	$37.00
127	013-130-004-000	$37.00
128	013-130-005-000	$37.00
129	013-130-006-000	$37.00
130	013-130-007-000	$37.00
131	013-130-008-000	$37.00
132	013-130-009-000	$37.00
133	013-130-010-000	$37.00
134	013-130-011-000	$37.00
135	013-130-012-000	$37.00
136	013-130-013-000	$37.00
137	013-130-014-000	$37.00
138	013-130-015-000	$37.00
139	013-130-016-000	$37.00
140	013-130-017-000	$37.00
141	013-130-018-000	$37.00
142	013-130-019-000	$37.00
143	013-130-020-000	$37.00
144	013-130-021-000	$37.00
145	013-130-022-000	$37.00
146	013-130-023-000	$37.00
147	013-130-024-000	$37.00
148	013-130-025-000	$37.00
149	013-130-026-000	$37.00
150	013-130-027-000	$37.00
151	013-130-028-000	$37.00
152	013-130-029-000	$37.00
153	013-130-030-000	$37.00
154	013-130-031-000	$37.00
155	013-130-032-000	$37.00
156	013-130-033-000	$37.00
157	013-130-034-000	$37.00
158	013-130-035-000	$37.00
159	013-130-036-000	$37.00
160	013-130-037-000	$37.00

Assessment Number	Assessor's Parcel Number	Assessment
161	013-130-038-000	$37.00
162	013-130-039-000	$37.00
163	013-130-040-000	$37.00
164	013-130-041-000	$37.00
165	013-130-042-000	$37.00
166	013-130-043-000	$37.00
167	013-130-044-000	$37.00
168	013-130-045-000	$37.00
169	013-130-046-000	$37.00
170	013-130-047-000	$37.00
171	013-130-048-000	$37.00
172	013-130-049-000	$37.00
173	013-130-050-000	$37.00
174	013-130-051-000	$37.00
175	013-130-052-000	$37.00
176	013-130-053-000	$37.00
177	013-130-054-000	$37.00
178	013-130-055-000	$37.00
179	013-130-056-000	$37.00
180	013-130-057-000	$37.00
181	013-130-058-000	$37.00
182	013-130-059-000	$37.00
183	013-131-001-000	$37.00
184	013-131-002-000	$37.00
185	013-131-003-000	$37.00
186	013-131-004-000	$37.00
187	013-131-005-000	$37.00
188	013-131-006-000	$37.00
189	013-131-007-000	$37.00
190	013-131-008-000	$37.00
191	013-131-009-000	$37.00
192	013-131-010-000	$37.00
193	013-140-001-000	$37.00
194	013-140-002-000	$37.00
195	013-140-003-000	$37.00
196	013-140-004-000	$37.00
197	013-140-005-000	$37.00
198	013-140-006-000	$37.00
199	013-140-007-000	$37.00
200	013-140-008-000	$37.00
201	013-140-009-000	$37.00
202	013-140-010-000	$37.00
203	013-140-011-000	$37.00
204	013-140-012-000	$37.00
205	013-140-013-000	$37.00
206	013-140-014-000	$37.00
207	013-140-015-000	$37.00
208	013-140-016-000	$37.00
209	013-140-017-000	$37.00
210	013-140-018-000	$37.00
211	013-140-019-000	$37.00
212	013-140-020-000	$37.00
213	013-140-021-000	$37.00
214	013-140-022-000	$37.00
215	013-140-023-000	$37.00
216	013-140-024-000	$37.00
217	013-140-025-000	$37.00
218	013-140-026-000	$37.00
219	013-140-027-000	$37.00
220	013-140-028-000	$37.00
221	013-140-037-000	$44.36
222	013-140-038-000	$66.56
223	013-140-039-000	$44.36
224	013-141-005-000	$162.68
225	013-140-058-000	$51.78
226	013-140-053-000	$167.48
237	013-150-003-000	$37.00
238	013-150-004-000	$37.00
239	013-150-005-000	$37.00
240	013-150-006-000	$37.00
241	013-150-007-000	$37.00
242	013-150-008-000	$37.00
243	013-150-009-000	$37.00
244	013-150-010-000	$37.00
245	013-150-011-000	$37.00
246	013-150-012-000	$37.00
247	013-150-013-000	$37.00
248	013-150-014-000	$37.00
249	013-150-015-000	$37.00
250	013-150-016-000	$37.00
251	013-150-017-000	$37.00
252	013-151-001-000	$37.00
253	013-151-002-000	$37.00
254	013-151-003-000	$37.00
255	013-151-004-000	$37.00
256	013-151-005-000	$37.00
257	013-151-006-000	$37.00
258	013-151-007-000	$37.00
259	013-151-008-000	$37.00
260	013-151-009-000	$37.00

Assessment Number	Assessor's Parcel Number	Assessment
261	013-151-010-000	$37.00
262	013-151-011-000	$37.00
263	013-151-012-000	$37.00
264	013-151-013-000	$37.00
265	013-151-014-000	$37.00
266	013-151-015-000	$37.00
267	013-151-016-000	$37.00
268	013-151-017-000	$37.00
269	013-151-018-000	$37.00
270	013-151-019-000	$37.00
271	013-151-020-000	$37.00
272	013-151-021-000	$37.00
273	013-151-022-000	$37.00
274	013-151-023-000	$37.00
275	013-151-024-000	$37.00
276	013-151-025-000	$37.00
277	013-151-026-000	$37.00
278	013-151-027-000	$37.00
279	013-151-034-000	$180.08
280	013-151-035-000	$251.44
281	013-152-001-000	$37.00
282	013-152-002-000	$37.00
283	013-152-003-000	$37.00
284	013-152-004-000	$37.00
285	013-152-005-000	$37.00
286	013-152-006-000	$37.00
287	013-152-007-000	$37.00
288	013-152-008-000	$37.00
289	013-152-009-000	$37.00
290	013-152-010-000	$37.00
291	013-152-011-000	$37.00
292	013-152-012-000	$37.00
293	013-153-001-000	$37.00
294	013-153-002-000	$37.00
295	013-153-003-000	$37.00
296	013-153-004-000	$37.00
297	013-153-005-000	$37.00
298	013-160-005-000	$1,232.64
299	013-160-013-000	$199.66
300	013-160-014-000	$3,031.64

	Assessment Number	Assessor's Parcel Number	Assessment
	301	013-160-015-000	$199.66
	302	013-160-016-000	$3,576.58
	303	013-160-019-000	$62.88
	304	013-160-020-000	$44.58
	305	013-160-021-000	$415.92
	306	013-160-022-000	$198.86
	307	013-160-023-000	$185.78
	308	013-160-025-000	$73.30
	309	013-160-024-000	$227.64
	310	013-160-026-000	$2,552.46
	311	013-160-017-000	$118.86
	312	013-160-018-000	$76.00
*	313	013-110-032-000	$0.00
*	314	013-110-007-000	$0.00
*	315	013-110-023-000	$0.00
*	316	013-110-024-000	$0.00
*	317	013-110-010-000	$0.00
	319	013-141-006-000	$66.56
	320	013-141-027-000	$133.10
	321	013-141-036-000	$54.36
	322	0	$0.00
	323	013-141-031-000	$56.96
	324	013-141-034-000	$130.52
	325	013-141-035-000	$56.92
	326	013-141-023-000	$78.74
	327	013-141-010-000	$37.00
	328	013-141-029-000	$221.82
	329	013-141-032-000	$28.60
	330	013-141-033-000	$26.24
	331	013-070-046-000	$201.08
	332	013-070-047-000	$471.90
		TOTAL ASSESSMENT:	$32,024.94

* - Weren't on the list of apn's when the zone was started in 1998.

CITY OF MADERA

ZONE 3

2018 - 2019

1.	BEGINNING FUND BALANCE			$	7,502.13
2.	LANDSCAPE MAINTENANCE COSTS	$	5,500.00		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,506.09		
	b. ENGINEERING ADMINISTRATION	$	1,331.91		
	c. LEGAL ADMINISTRATION	$	107.73		
	d. FINANCE ADMINISTRATION	$	289.06		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	1,120.36		
	g. EQUIPMENT	$	351.62		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
	i. MADERA COUNTY PROCESSING FEES	$	126.99		
			TOTAL COSTS:	$	10,206.78
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				4,875.26
5.	TOTAL ASSESSMENT			$	7,706.90
6.	AVERAGE ASSESSMENT PER PARCEL				44.81

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 3
MANSIONETTE ESTATES 1, 2, & 3
TOTAL ASSESSMENT:
$7,706.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-390-011-000	$1,336.78	37	006-420-025-000	$24.32
2	006-390-013-000	$72.92	38	006-420-026-000	$24.32
3	006-390-014-000	$72.92	39	006-420-027-000	$24.32
4	006-390-016-000	$1,142.34	40	006-420-028-000	$24.32
5	006-390-019-000	$48.62	41	006-420-029-000	$24.32
6	006-390-020-000	$48.62	42	006-420-030-000	$24.32
7	006-390-021-000	$121.54	43	006-420-031-000	$24.32
8	006-390-022-000	$145.54	44	006-420-032-000	$24.32
9	006-390-027-000	$437.52	45	006-420-033-000	$24.32
11	006-390-025-000	$148.56	46	006-420-034-000	$24.32
12	006-390-026-000	$240.34	47	006-420-035-000	$24.32
13	006-420-001-000	$24.32	48	006-420-036-000	$24.32
14	006-420-002-000	$24.32	49	006-420-037-000	$24.32
15	006-420-003-000	$24.32	50	006-420-038-000	$24.32
16	006-420-004-000	$24.32	51	006-420-039-000	$24.32
17	006-420-005-000	$24.32	52	006-420-040-000	$24.32
18	006-420-006-000	$24.32	53	006-420-041-000	$24.32
19	006-420-007-000	$24.32	54	006-420-042-000	$24.32
20	006-420-008-000	$24.32	55	006-420-043-000	$24.32
21	006-420-055-000	$24.32	56	006-420-044-000	$24.32
22	006-420-056-000	$24.32	57	006-420-045-000	$24.32
23	006-420-057-000	$24.32	58	006-420-046-000	$24.32
24	006-420-012-000	$24.32	59	006-420-047-000	$24.32
25	006-420-058-000	$24.32	60	006-420-048-000	$24.32
26	006-420-059-000	$24.32	61	006-420-049-000	$24.32
27	006-420-015-000	$24.32	62	006-420-050-000	$24.32
28	006-420-016-000	$24.32	63	006-420-051-000	$24.32
29	006-420-017-000	$24.32	64	006-420-052-000	$24.32
30	006-420-018-000	$24.32	65	006-420-053-000	$24.32
31	006-420-019-000	$24.32	66	006-440-026-000	$24.32
32	006-420-020-000	$24.32	67	006-440-027-000	$24.32
33	006-420-021-000	$24.32	68	006-440-003-000	$24.32
34	006-420-022-000	$24.32	69	006-440-004-000	$24.32
35	006-420-023-000	$24.32	70	006-440-005-000	$24.32
36	006-420-024-000	$24.32	71	006-440-006-000	$24.32
72	006-440-007-000	$24.32	117	006-422-015-000	$24.32
73	006-440-008-000	$24.32	118	006-422-014-000	$24.32
74	006-440-009-000	$24.32	119	006-422-013-000	$24.32
75	006-440-010-000	$24.32	120	006-422-012-000	$24.32
76	006-440-011-000	$24.32	121	006-422-011-000	$24.32
77	006-441-001-000	$24.32	122	006-422-010-000	$24.32
78	006-441-002-000	$24.32	123	006-422-009-000	$24.32
79	006-440-021-000	$24.32	124	006-422-008-000	$24.32
80	006-440-020-000	$24.32	125	006-422-007-000	$24.32
81	006-440-019-000	$24.32	126	006-422-006-000	$24.32
82	006-440-025-000	$24.32	127	006-422-005-000	$24.32

Assessment Number	Assessor's Parcel Number	Assessment
83	006-440-024-000	$24.32
84	006-440-015-000	$24.32
85	006-440-014-000	$24.32
86	006-440-013-000	$24.32
87	006-440-012-000	$24.32
88	006-441-014-000	$24.32
89	006-441-013-000	$24.32
90	006-441-012-000	$24.32
91	006-441-011-000	$24.32
92	006-441-010-000	$24.32
93	006-441-009-000	$24.32
94	006-441-008-000	$24.32
95	006-441-007-000	$24.32
96	006-441-006-000	$24.32
97	006-441-005-000	$24.32
98	006-441-004-000	$24.32
99	006-441-003-000	$24.32
100	006-422-032-000	$24.32
101	006-422-031-000	$24.32
102	006-422-030-000	$24.32
103	006-422-029-000	$24.32
104	006-422-028-000	$24.32
105	006-422-027-000	$24.32
106	006-422-026-000	$24.32
107	006-422-025-000	$24.32
108	006-422-024-000	$24.32
109	006-422-023-000	$24.32
110	006-422-022-000	$24.32
111	006-422-021-000	$24.32
112	006-422-020-000	$24.32
113	006-422-019-000	$24.32
114	006-422-018-000	$24.32
115	006-422-017-000	$24.32
116	006-422-016-000	$24.32
128	006-422-004-000	$24.32
129	006-422-003-000	$24.32
130	006-422-002-000	$24.32
131	006-422-001-000	$24.32
132	006-421-014-000	$24.32
133	006-421-013-000	$24.32
134	006-421-012-000	$24.32
135	006-421-011-000	$24.32
136	006-421-010-000	$24.32
137	006-421-009-000	$24.32
138	006-421-008-000	$24.32
139	006-421-007-000	$24.32
140	006-421-006-000	$24.32
141	006-421-043-000	$24.32
142	006-421-044-000	$24.32
143	006-421-022-000	$24.32
144	006-421-021-000	$24.32
145	006-421-020-000	$24.32
146	006-421-019-000	$24.32
147	006-421-018-000	$24.32
148	006-421-017-000	$24.32
149	006-421-016-000	$24.32
150	006-421-015-000	$24.32
151	006-421-031-000	$24.32
152	006-421-030-000	$24.32
153	006-421-029-000	$24.32
154	006-421-028-000	$24.32
155	006-421-027-000	$24.32
156	006-421-026-000	$24.32
157	006-421-025-000	$24.32
158	006-421-024-000	$24.32
159	006-421-023-000	$24.32
160	006-421-003-000	$24.32
161	006-421-002-000	$24.32
162	006-421-001-000	$24.32
163	006-421-041-000	$24.32
164	006-421-040-000	$24.32
165	006-421-039-000	$24.32
166	006-421-038-000	$24.32
167	006-421-037-000	$24.32
168	006-421-036-000	$24.32
169	006-421-035-000	$24.32
170	006-421-034-000	$24.32
171	006-421-033-000	$24.32
172	006-421-032-000	$24.32
	TOTAL	$7,706.90

CITY OF MADERA

ZONE 4

2018 - 2019

1.	BEGINNING FUND BALANCE			$	9,188.72
2.	LANDSCAPE MAINTENANCE COSTS	$	8,039.12		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	2,165.93		
	b. ENGINEERING ADMINISTRATION	$	1,916.42		
	c. LEGAL ADMINISTRATION	$	155.01		
	d. FINANCE ADMINISTRATION	$	415.91		
	e. TREE TRIMMING	$	3,555.00		
	f. GAS & UTILITIES	$	1,220.41		
	g. EQUIPMENT	$	374.66		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	112.00		
	i. MADERA COUNTY PROCESSING FEES	$	185.31		
			TOTAL COSTS:	$	18,139.76
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				8,565.76
5.	TOTAL ASSESSMENT			$	17,516.80
6.	AVERAGE ASSESSMENT PER PARCEL				69.79

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 4
WESTGATE NORTHWEST 1 & 2
TOTAL ASSESSMENT:
$17,516.80

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-251-001-000	$70.07	36	006-251-050-000	$70.07
2	006-251-002-000	$70.07	37	006-251-049-000	$70.07
3	006-251-003-000	$70.07	38	006-251-048-000	$70.07
4	006-251-004-000	$70.07	39	006-251-047-000	$70.07
5	006-251-005-000	$70.07	40	006-251-046-000	$70.07
6	006-251-006-000	$70.07	41	006-251-045-000	$70.07
7	006-251-007-000	$70.07	42	006-251-044-000	$70.07
8	006-251-008-000	$70.07	43	006-251-043-000	$70.07
9	006-251-072-000	$70.07	44	006-251-042-000	$70.07
10	006-251-071-000	$70.07	45	006-251-041-000	$70.07
11	006-251-070-000	$70.07	46	006-251-040-000	$70.07
12	006-251-013-000	$70.07	47	006-251-039-000	$70.07
13	006-251-014-000	$70.07	48	006-251-038-000	$70.07
14	006-251-015-000	$70.07	49	006-251-037-000	$70.07
15	006-251-016-000	$70.07	50	006-251-036-000	$70.07
16	006-251-069-000	$70.07	51	006-251-035-000	$70.07
17	006-251-068-000	$70.07	52	006-251-034-000	$70.07
18	006-251-067-000	$70.07	53	006-251-033-000	$70.07
19	006-251-066-000	$70.07	54	006-251-032-000	$70.07
20	006-251-022-000	$70.07	55	006-251-031-000	$70.07
21	006-251-023-000	$70.07	56	006-251-030-000	$70.07
22	006-251-064-000	$70.07	57	006-251-029-000	$70.07
23	006-251-063-000	$70.07	58	006-251-073-000	$70.07
24	006-251-062-000	$70.07	60	006-251-026-000	$70.07
25	006-251-061-000	$70.07			
26	006-251-060-000	$70.07	61	006-251-025-000	$70.07
27	006-251-059-000	$70.07	62	006-251-024-000	$70.07
28	006-251-058-000	$70.07	63	006-252-028-000	$70.07
29	006-251-057-000	$70.07	64	006-252-027-000	$70.07
30	006-251-056-000	$70.07	65	006-252-026-000	$70.07
31	006-251-055-000	$70.07	66	006-252-025-000	$70.07
32	006-251-054-000	$70.07	67	006-252-024-000	$70.07
33	006-251-053-000	$70.07	68	006-252-023-000	$70.07
34	006-251-052-000	$70.07	69	006-252-022-000	$70.07
35	006-251-051-000	$70.07	70	006-252-021-000	$70.07
71	006-252-020-000	$70.07	116	006-253-048-000	$70.07
72	006-252-019-000	$70.07	117	006-253-047-000	$70.07
73	006-252-018-000	$70.07	118	006-253-046-000	$70.07
74	006-252-017-000	$70.07	119	006-253-045-000	$70.07
75	006-252-016-000	$70.07	120	006-255-018-000	$70.07

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
76	006-252-015-000	$70.07	121	006-255-017-000	$70.07
77	006-252-036-000	$70.07	122	006-255-016-000	$70.07
78	006-252-035-000	$70.07	123	006-255-015-000	$70.07
79	006-252-034-000	$70.07	124	006-255-014-000	$70.07
80	006-252-033-000	$70.07	125	006-255-013-000	$70.07
81	006-252-032-000	$70.07	126	006-255-012-000	$70.07
82	006-252-031-000	$70.07	127	006-255-011-000	$70.07
83	006-252-030-000	$70.07	128	006-255-063-000	$70.07
84	006-252-029-000	$70.07	129	006-255-062-000	$70.07
85	006-252-044-000	$70.07	130	006-255-055-000	$70.07
86	006-252-043-000	$70.07	131	006-255-054-000	$70.07
87	006-252-042-000	$70.07	132	006-255-005-000	$70.07
88	006-252-041-000	$70.07	133	006-255-004-000	$70.07
89	006-252-040-000	$70.07	134	006-255-061-000	$70.07
90	006-252-039-000	$70.07	135	006-254-049-000	$70.07
91	006-252-038-000	$70.07	136	006-254-024-000	$70.07
92	006-252-037-000	$70.07	137	006-254-023-000	$70.07
93	006-252-014-000	$70.07	138	006-254-022-000	$70.07
94	006-252-013-000	$70.07	139	006-254-059-000	$70.07
95	006-252-012-000	$70.07	140	006-254-069-000	$70.07
96	006-252-011-000	$70.07	141	006-254-068-000	$70.07
97	006-252-010-000	$70.07	142	006-254-055-000	$70.07
98	006-252-009-000	$70.07	143	006-254-015-000	$70.07
99	006-252-008-000	$70.07	144	006-254-014-000	$70.07
100	006-252-007-000	$70.07	145	006-254-013-000	$70.07
101	006-252-006-000	$70.07	146	006-254-065-000	$70.07
102	006-252-005-000	$70.07	147	006-254-064-000	$70.07
103	006-252-004-000	$70.07	148	006-254-063-000	$70.07
104	006-252-003-000	$70.07	149	006-254-062-000	$70.07
105	006-252-002-000	$70.07	150	006-254-007-000	$70.07
106	006-252-001-000	$70.07	151	006-254-006-000	$70.07
107	006-253-057-000	$70.07	152	006-254-005-000	$70.07
108	006-253-056-000	$70.07	153	006-254-004-000	$70.07
109	006-253-055-000	$70.07	154	006-254-003-000	$70.07
110	006-253-054-000	$70.07	155	006-254-002-000	$70.07
111	006-253-053-000	$70.07	156	006-254-001-000	$70.07
112	006-253-052-000	$70.07	157	006-254-037-000	$70.07
113	006-253-051-000	$70.07	158	006-254-036-000	$70.07
114	006-253-050-000	$70.07	159	006-254-035-000	$70.07
115	006-253-049-000	$70.07	160	006-254-067-000	$70.07

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
161	006-254-066-000	$70.07	206	006-255-020-000	$70.07
162	006-254-031-000	$70.07	207	006-255-019-000	$70.07
163	006-254-054-000	$70.07	208	006-253-044-000	$70.07
164	006-254-053-000	$70.07	209	006-253-043-000	$70.07
165	006-254-052-000	$70.07	210	006-253-042-000	$70.07
166	006-254-051-000	$70.07	211	006-253-041-000	$70.07
167	006-254-050-000	$70.07	212	006-253-040-000	$70.07
168	006-255-068-000	$70.07	213	006-253-039-000	$70.07
169	006-255-067-000	$70.07	214	006-253-038-000	$70.07
170	006-255-066-000	$70.07	215	006-253-037-000	$70.07
171	006-255-065-000	$70.07	216	006-253-036-000	$70.07
172	006-255-064-000	$70.07	217	006-253-034-000	$70.07
173	006-255-045-000	$70.07	218	006-253-033-000	$70.07
174	006-255-044-000	$70.07	219	006-253-032-000	$70.07
175	006-255-043-000	$70.07	220	006-253-031-000	$70.07
176	006-255-042-000	$70.07	221	006-253-030-000	$70.07
177	006-255-041-000	$70.07	222	006-253-029-000	$70.07
178	006-255-040-000	$70.07	223	006-253-028-000	$70.07
179	006-255-039-000	$70.07	224	006-253-027-000	$70.07
180	006-255-038-000	$70.07	225	006-253-026-000	$70.07
181	006-255-037-000	$70.07	226	006-253-025-000	$70.07
182	006-255-036-000	$70.07	227	006-253-024-000	$70.07
183	006-255-035-000	$70.07	228	006-253-023-000	$70.07
184	006-255-034-000	$70.07	229	006-253-022-000	$70.07
185	006-254-042-000	$70.07	230	006-253-021-000	$70.07
186	006-254-041-000	$70.07	231	006-253-020-000	$70.07
187	006-254-040-000	$70.07	232	006-253-019-000	$70.07
188	006-254-039-000	$70.07	233	006-253-001-000	$70.07
189	006-254-038-000	$70.07	234	006-253-002-000	$70.07
190	006-254-047-000	$70.07	235	006-253-003-000	$70.07
191	006-254-046-000	$70.07	236	006-253-004-000	$70.07
192	006-254-045-000	$70.07	237	006-253-005-000	$70.07
193	006-254-044-000	$70.07	238	006-253-059-000	$70.07
194	006-254-043-000	$70.07	239	006-253-060-000	$70.07
195	006-255-033-000	$70.07	240	006-253-008-000	$70.07
196	006-255-032-000	$70.07	241	006-253-009-000	$70.07
197	006-255-031-000	$70.07	242	006-253-010-000	$70.07
198	006-255-030-000	$70.07	243	006-253-011-000	$70.07
199	006-255-071-000	$70.07	244	006-253-012-000	$70.07
200	006-255-070-000	$70.07	245	006-253-013-000	$70.07
201	006-255-069-000	$70.07	246	006-253-014-000	$70.07
202	006-255-025-000	$70.07	247	006-253-015-000	$70.07
203	006-255-060-000	$70.07	248	006-253-016-000	$70.07
204	006-255-059-000	$70.07	249	006-253-017-000	$70.07
205	006-255-058-000	$70.07	250	006-253-018-000	$70.07
251	006-253-035-000	$70.07			
	TOTAL	**$17,516.80**			

CITY OF MADERA

ZONE 6A

2018 - 2019

1.	BEGINNING FUND BALANCE			$	17,529.18
2.	LANDSCAPE MAINTENANCE COSTS	$	7,957.81		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	2,164.35		
	b. ENGINEERING ADMINISTRATION	$	873.19		
	c. LEGAL ADMINISTRATION	$	70.63		
	d. FINANCE ADMINISTRATION	$	189.50		
	e. TREE TRIMMING	$	5,000.00		
	f. GAS & UTILITIES	$	1,874.62		
	g. EQUIPMENT	$	488.67		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	112.00		
	i. MADERA COUNTY PROCESSING FEES	$	81.21		
			TOTAL COSTS:	$	18,811.98
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				16,319.40
5.	TOTAL ASSESSMENT			$	17,602.20
6.	AVERAGE ASSESSMENT PER PARCEL			$	160.02

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 6A
WOODLAND HILLS/BASILA
TOTAL ASSESSMENT:
$17,602.20

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-300-009-000	$160.02	36	009-400-034-000	$160.02
2	009-300-010-000	$160.02	37	009-400-035-000	$160.02
3	009-400-001-000	$160.02	38	009-400-036-000	$160.02
4	009-400-002-000	$160.02	39	009-421-001-000	$160.02
5	009-400-003-000	$160.02	40	009-421-002-000	$160.02
6	009-400-004-000	$160.02	41	009-421-003-000	$160.02
7	009-400-005-000	$160.02	42	009-421-004-000	$160.02
8	009-400-006-000	$160.02	43	009-421-005-000	$160.02
9	009-400-007-000	$160.02	44	009-421-006-000	$160.02
10	009-400-008-000	$160.02	45	009-421-007-000	$160.02
11	009-400-009-000	$160.02	46	009-421-008-000	$160.02
12	009-400-010-000	$160.02	47	009-421-009-000	$160.02
13	009-400-011-000	$160.02	48	009-421-010-000	$160.02
14	009-400-012-000	$160.02	49	009-421-011-000	$160.02
15	009-400-013-000	$160.02	50	009-421-012-000	$160.02
16	009-400-014-000	$160.02	51	009-421-013-000	$160.02
17	009-400-015-000	$160.02	52	009-421-014-000	$160.02
18	009-400-016-000	$160.02	53	009-421-015-000	$160.02
19	009-400-017-000	$160.02	54	009-421-016-000	$160.02
20	009-400-018-000	$160.02	55	009-421-017-000	$160.02
21	009-400-019-000	$160.02	56	009-421-018-000	$160.02
22	009-400-020-000	$160.02	57	009-421-019-000	$160.02
23	009-400-021-000	$160.02	58	009-421-020-000	$160.02
24	009-400-022-000	$160.02	59	009-421-021-000	$160.02
25	009-400-023-000	$160.02	60	009-421-022-000	$160.02
26	009-400-024-000	$160.02	61	009-421-023-000	$160.02
27	009-400-025-000	$160.02	62	009-422-001-000	$160.02
28	009-400-026-000	$160.02	63	009-422-002-000	$160.02
29	009-400-027-000	$160.02	64	009-422-003-000	$160.02
30	009-400-028-000	$160.02	65	009-422-004-000	$160.02
31	009-400-029-000	$160.02	66	009-422-005-000	$160.02
32	009-400-030-000	$160.02	67	009-422-006-000	$160.02
33	009-400-031-000	$160.02	68	009-422-007-000	$160.02
34	009-400-032-000	$160.02	69	009-422-008-000	$160.02
35	009-400-033-000	$160.02	70	009-422-009-000	$160.02

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-422-010-000	$160.02			
72	009-422-011-000	$160.02			
73	009-422-012-000	$160.02			
74	009-422-013-000	$160.02			
75	009-423-001-000	$160.02			
76	009-423-002-000	$160.02			
77	009-423-003-000	$160.02			
78	009-423-004-000	$160.02			
79	009-423-005-000	$160.02			
80	009-423-006-000	$160.02			
81	009-423-007-000	$160.02			
82	009-423-008-000	$160.02			
83	009-423-009-000	$160.02			
84	009-423-010-000	$160.02			
85	009-423-011-000	$160.02			
86	009-423-012-000	$160.02			
87	009-423-013-000	$160.02			
88	009-423-014-000	$160.02			
89	009-423-015-000	$160.02			
90	009-423-016-000	$160.02			
91	009-423-017-000	$160.02			
92	009-423-018-000	$160.02			
93	009-423-019-000	$160.02			
94	009-423-020-000	$160.02			
95	009-423-021-000	$160.02			
96	009-423-022-000	$160.02			
97	009-423-023-000	$160.02			
98	009-423-024-000	$160.02			
99	009-423-025-000	$160.02			
100	009-423-026-000	$160.02			
101	009-423-027-000	$160.02			
102	009-423-028-000	$160.02			
103	009-423-029-000	$160.02			
104	009-423-030-000	$160.02			
105	009-423-031-000	$160.02			
106	009-423-032-000	$160.02			
107	009-423-033-000	$160.02			
108	009-423-034-000	$160.02			
109	009-423-035-000	$160.02			
110	009-423-036-000	$160.02			
	TOTAL	**$17,602.20**			

CITY OF MADERA

ZONE 6B

2018 - 2019

1.	BEGINNING FUND BALANCE			$	430.01
2.	LANDSCAPE MAINTENANCE COSTS	$	4,975.73		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,073.96		
	b. ENGINEERING ADMINISTRATION	$	1,087.75		
	c. LEGAL ADMINISTRATION	$	87.98		
	d. FINANCE ADMINISTRATION	$	236.07		
	e. TREE TRIMMING	$	833.00		
	f. GAS & UTILITIES	$	535.22		
	g. EQUIPMENT	$	242.21		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	44.80		
	i. MADERA COUNTY PROCESSING FEES	$	102.62		
			TOTAL COSTS:	$	9,219.35
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(549.41)
5.	TOTAL ASSESSMENT			$	8,239.92
6.	AVERAGE ASSESSMENT PER PARCEL			$	59.28

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 6B
SUNSET SOUTHWEST 1, 2, 3, 4, & 5
TOTAL ASSESSMENT:
$8,239.92

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-390-002-000	$59.28	36	009-390-040-000	$59.28
2	009-390-003-000	$59.28	37	009-390-041-000	$59.28
3	009-390-004-000	$59.28	38	009-390-042-000	$59.28
4	009-390-005-000	$59.28	39	009-390-043-000	$59.28
5	009-390-006-000	$59.28	40	009-390-044-000	$59.28
6	009-390-007-000	$59.28	41	009-390-045-000	$59.28
7	009-390-008-000	$59.28	42	009-390-046-000	$59.28
8	009-390-009-000	$59.28	43	009-390-047-000	$59.28
9	009-390-010-000	$59.28	44	009-390-048-000	$59.28
10	009-390-011-000	$59.28	45	009-390-049-000	$59.28
11	009-390-012-000	$59.28	46	009-390-050-000	$59.28
12	009-390-013-000	$59.28	47	009-390-051-000	$59.28
13	009-390-014-000	$59.28	48	009-390-052-000	$59.28
14	009-390-015-000	$59.28	49	009-390-053-000	$59.28
15	009-390-016-000	$59.28	50	009-390-054-000	$59.28
16	009-390-017-000	$59.28	51	009-390-055-000	$59.28
17	009-390-018-000	$59.28	52	009-390-056-000	$59.28
18	009-390-019-000	$59.28	53	009-390-057-000	$59.28
19	009-390-020-000	$59.28	54	009-390-058-000	$59.28
20	009-390-021-000	$59.28	55	009-390-061-000	$59.28
21	009-390-022-000	$59.28	56	009-390-062-000	$59.28
22	009-390-023-000	$59.28	57	009-390-063-000	$59.28
23	009-390-024-000	$59.28	58	009-390-064-000	$59.28
24	009-390-025-000	$59.28	59	009-390-065-000	$59.28
25	009-390-026-000	$59.28	60	009-390-066-000	$59.28
26	009-390-027-000	$59.28	61	009-390-067-000	$59.28
27	009-390-031-000	$59.28	62	009-390-068-000	$59.28
28	009-390-032-000	$59.28	63	009-390-069-000	$59.28
29	009-390-033-000	$59.28	64	009-390-070-000	$59.28
30	009-390-034-000	$59.28	65	009-390-071-000	$59.28
31	009-390-035-000	$59.28	66	009-390-072-000	$59.28
32	009-390-036-000	$59.28	67	009-390-073-000	$59.28
33	009-390-037-000	$59.28	68	009-390-074-000	$59.28
34	009-390-038-000	$59.28	69	009-390-075-000	$59.28
35	009-390-039-000	$59.28	70	009-390-076-000	$59.28

Assessment Number	Assessor's Parcel Number	Assessment
71	009-390-077-000	$59.28
72	009-390-078-000	$59.28
73	009-390-079-000	$59.28
74	009-390-080-000	$59.28
75	009-390-081-000	$59.28
76	009-390-082-000	$59.28
77	009-390-083-000	$59.28
78	009-390-084-000	$59.28
79	009-390-085-000	$59.28
80	009-390-086-000	$59.28
81	009-390-087-000	$59.28
82	009-390-088-000	$59.28
83	009-430-001-000	$59.28
84	009-430-002-000	$59.28
85	009-430-003-000	$59.28
86	009-430-004-000	$59.28
87	009-430-005-000	$59.28
88	009-430-006-000	$59.28
89	009-430-007-000	$59.28
90	009-430-008-000	$59.28
91	009-430-009-000	$59.28
92	009-430-010-000	$59.28
93	009-430-011-000	$59.28
94	009-430-012-000	$59.28
95	009-430-013-000	$59.28
96	009-430-014-000	$59.28
97	009-430-015-000	$59.28
98	009-430-016-000	$59.28
99	009-430-017-000	$59.28
100	009-430-018-000	$59.28
101	009-430-019-000	$59.28
102	009-430-020-000	$59.28
103	009-430-021-000	$59.28
104	009-430-022-000	$59.28
105	009-430-023-000	$59.28
106	009-430-024-000	$59.28
107	009-430-025-000	$59.28
108	009-430-026-000	$59.28
109	009-430-029-000	$59.28
110	009-430-032-000	$59.28
111	009-430-034-000	$59.28
112	009-430-035-000	$59.28
113	009-430-036-000	$59.28
114	009-430-037-000	$59.28
115	009-430-038-000	$59.28
116	009-430-039-000	$59.28
117	009-430-040-000	$59.28
118	009-430-041-000	$59.28
119	009-430-042-000	$59.28
120	009-430-043-000	$59.28
121	009-430-044-000	$59.28
122	009-430-045-000	$59.28
123	009-430-046-000	$59.28
124	009-430-047-000	$59.28
125	009-430-048-000	$59.28
126	009-430-049-000	$59.28
127	009-430-050-000	$59.28
128	009-430-051-000	$59.28
129	009-430-052-000	$59.28
130	009-430-053-000	$59.28
131	009-430-054-000	$59.28
132	009-430-055-000	$59.28
133	009-430-056-000	$59.28
134	009-430-057-000	$59.28
135	009-430-058-000	$59.28
136	009-430-059-000	$59.28
137	009-430-060-000	$59.28
138	009-430-061-000	$59.28
139	009-430-062-000	$59.28
	TOTAL	$8,239.92

CITY OF MADERA

ZONE 7

2018 - 2019

1.	BEGINNING FUND BALANCE	(CREDIT/DEBIT)		$	0.00
2.	LANDSCAPE MAINTENANCE COSTS		$ 1,700.00		
3	INCIDENTAL COSTS:				
	a.	PARKS ADMINISTRATION	$ 999.48		
	b.	ENGINEERING ADMINISTRATION	$ 1,095.15		
	c.	LEGAL ADMINISTRATION	$ 88.58		
	d.	FINANCE ADMINISTRATION	$ 237.67		
	e.	TREE TRIMMING	$ 0.00		
	f.	GAS & UTILITIES	$ 498.10		
	g.	EQUIPMENT	$ 108.68		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$ 111.52		
	i.	MADERA COUNTY PROCESSING FEES	$ 0.00		
			TOTAL COSTS:	$	4,839.18
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,367.18)
5.	TOTAL ASSESSMENT			$	3,472.00
6.	AVERAGE ASSESSMENT PER PARCEL			$	24.80

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 7 - TOWN & COUNTRY ESTATES

TOTAL ASSESSMENT:
$3,472.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-370-001-000	$24.80	36	009-370-036-000	$24.80
2	009-370-002-000	$24.80	37	009-370-037-000	$24.80
3	009-370-003-000	$24.80	38	009-370-038-000	$24.80
4	009-370-004-000	$24.80	39	009-370-039-000	$24.80
5	009-370-005-000	$24.80	40	009-370-040-000	$24.80
6	009-370-006-000	$24.80	41	009-370-041-000	$24.80
7	009-370-007-000	$24.80	42	009-370-042-000	$24.80
8	009-370-008-000	$24.80	43	009-370-043-000	$24.80
9	009-370-009-000	$24.80	44	009-370-044-000	$24.80
10	009-370-010-000	$24.80	45	009-370-045-000	$24.80
11	009-370-011-000	$24.80	46	009-370-046-000	$24.80
12	009-370-012-000	$24.80	47	009-370-047-000	$24.80
13	009-370-013-000	$24.80	48	009-370-048-000	$24.80
14	009-370-014-000	$24.80	49	009-370-049-000	$24.80
15	009-370-015-000	$24.80	50	009-370-050-000	$24.80
16	009-370-016-000	$24.80	51	009-370-051-000	$24.80
17	009-370-017-000	$24.80	52	009-370-052-000	$24.80
18	009-370-018-000	$24.80	53	009-370-053-000	$24.80
19	009-370-019-000	$24.80	54	009-370-054-000	$24.80
20	009-370-020-000	$24.80	55	009-380-001-000	$24.80
21	009-370-021-000	$24.80	56	009-380-002-000	$24.80
22	009-370-022-000	$24.80	57	009-380-003-000	$24.80
23	009-370-023-000	$24.80	58	009-380-004-000	$24.80
24	009-370-024-000	$24.80	59	009-380-005-000	$24.80
25	009-370-025-000	$24.80	60	009-380-006-000	$24.80
26	009-370-026-000	$24.80	61	009-380-007-000	$24.80
27	009-370-027-000	$24.80	62	009-380-008-000	$24.80
28	009-370-028-000	$24.80	63	009-380-009-000	$24.80
29	009-370-029-000	$24.80	64	009-380-010-000	$24.80
30	009-370-030-000	$24.80	65	009-380-011-000	$24.80
31	009-370-031-000	$24.80	66	009-380-012-000	$24.80
32	009-370-032-000	$24.80	67	009-380-013-000	$24.80
33	009-370-033-000	$24.80	68	009-380-014-000	$24.80
34	009-370-034-000	$24.80	69	009-380-015-000	$24.80
35	009-370-035-000	$24.80	70	009-380-016-000	$24.80
71	009-380-017-000	$24.80	116	009-380-062-000	$24.80

Assessment Number	Assessor's Parcel Number	Assessment
72	009-380-018-000	$24.80
73	009-380-019-000	$24.80
74	009-380-020-000	$24.80
75	009-380-021-000	$24.80
76	009-380-022-000	$24.80
77	009-380-023-000	$24.80
78	009-380-024-000	$24.80
79	009-380-025-000	$24.80
80	009-380-026-000	$24.80
81	009-380-027-000	$24.80
82	009-380-028-000	$24.80
83	009-380-029-000	$24.80
84	009-380-030-000	$24.80
85	009-380-031-000	$24.80
86	009-380-032-000	$24.80
87	009-380-033-000	$24.80
88	009-380-034-000	$24.80
89	009-380-035-000	$24.80
90	009-380-036-000	$24.80
91	009-380-037-000	$24.80
92	009-380-038-000	$24.80
93	009-380-039-000	$24.80
94	009-380-040-000	$24.80
95	009-380-041-000	$24.80
96	009-380-042-000	$24.80
97	009-380-043-000	$24.80
98	009-380-044-000	$24.80
99	009-380-045-000	$24.80
100	009-380-046-000	$24.80
101	009-380-047-000	$24.80
102	009-380-048-000	$24.80
103	009-380-049-000	$24.80
104	009-380-050-000	$24.80
105	009-380-051-000	$24.80
106	009-380-052-000	$24.80
107	009-380-053-000	$24.80
108	009-380-054-000	$24.80
109	009-380-055-000	$24.80
110	009-380-056-000	$24.80
111	009-380-057-000	$24.80
112	009-380-058-000	$24.80
113	009-380-059-000	$24.80
114	009-380-060-000	$24.80
115	009-380-061-000	$24.80
117	009-380-063-000	$24.80
118	009-380-064-000	$24.80
119	009-380-065-000	$24.80
120	009-380-066-000	$24.80
121	009-380-067-000	$24.80
122	009-380-068-000	$24.80
123	009-380-069-000	$24.80
124	009-380-070-000	$24.80
125	009-380-071-000	$24.80
126	009-380-072-000	$24.80
127	009-380-073-000	$24.80
128	009-380-074-000	$24.80
129	009-380-075-000	$24.80
130	009-380-076-000	$24.80
131	009-380-077-000	$24.80
132	009-380-078-000	$24.80
133	009-380-079-000	$24.80
134	009-380-080-000	$24.80
135	009-380-081-000	$24.80
136	009-380-082-000	$24.80
137	009-380-083-000	$24.80
138	009-370-058-000	$24.80
139	009-370-059-000	$24.80
140	009-370-060-000	$24.80
	TOTAL	$3,472.00

CITY OF MADERA

ZONE 8

2018 - 2019

1.	BEGINNING FUND BALANCE			$	1,512.33
2.	LANDSCAPE MAINTENANCE COSTS	$	1,700.00		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	747.13		
	b. ENGINEERING ADMINISTRATION	$	1,576.07		
	c. LEGAL ADMINISTRATION	$	127.48		
	d. FINANCE ADMINISTRATION	$	342.04		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	1,102.42		
	g. EQUIPMENT	$	108.68		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	44.80		
	i. MADERA COUNTY PROCESSING FEES	$	151.35		
			TOTAL COSTS:	$	5,899.98
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				314.83
5.	TOTAL ASSESSMENT			$	4,702.48
6.	AVERAGE ASSESSMENT PER PARCEL			$	22.94

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 8 - VINEYARD ESTATES 2, 3, 4, & 5

TOTAL ASSESSMENT:
$4,702.48

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
1	012-310-001-000	$18.16	HA - Madera	36	012-310-036-000	$18.16
2	012-310-002-000	$18.16		37	012-310-037-000	$18.16
3	012-310-003-000	$18.16		38	012-310-038-000	$18.16
4	012-310-004-000	$18.16		39	012-310-039-000	$18.16
5	012-310-005-000	$18.16		40	012-310-040-000	$18.16
6	012-310-006-000	$18.16		41	012-310-041-000	$18.16
7	012-310-007-000	$18.16		42	012-310-042-000	$18.16
8	012-310-008-000	$18.16		43	012-310-043-000	$18.16
9	012-310-009-000	$18.16		44	012-310-044-000	$18.16
10	012-310-010-000	$18.16		45	012-310-045-000	$18.16
11	012-310-011-000	$18.16		46	012-310-046-000	$18.16
12	012-310-012-000	$18.16		47	012-310-047-000	$18.16
13	012-310-013-000	$18.16		48	012-310-048-000	$18.16
14	012-310-014-000	$18.16		49	012-310-049-000	$18.16
15	012-310-015-000	$18.16		50	012-310-050-000	$18.16
16	012-310-016-000	$18.16		51	012-310-054-000	$18.16
17	012-310-017-000	$18.16		52	012-320-003-000	$199.60
18	012-310-018-000	$18.16		53	012-320-004-000	$154.46
19	012-310-019-000	$18.16		54	012-330-073-000	$18.16
20	012-310-020-000	$18.16		55	012-311-001-000	$18.16
21	012-310-021-000	$18.16		56	012-311-002-000	$18.16
22	012-310-022-000	$18.16	HA - Madera	57	012-311-003-000	$18.16
23	012-310-023-000	$18.16		58	012-311-004-000	$18.16
24	012-310-024-000	$18.16		59	012-311-005-000	$18.16
25	012-310-025-000	$18.16		60	012-311-006-000	$18.16
26	012-310-026-000	$18.16		61	012-311-007-000	$18.16
27	012-310-027-000	$18.16		62	012-311-008-000	$18.16
28	012-310-028-000	$18.16		63	012-311-009-000	$18.16
29	012-310-029-000	$18.16		64	012-311-010-000	$18.16
30	012-310-030-000	$18.16		65	012-311-011-000	$18.16
31	012-310-031-000	$18.16		66	012-311-012-000	$18.16
32	012-310-032-000	$18.16		67	012-311-013-000	$18.16
33	012-310-033-000	$18.16		68	012-311-014-000	$18.16
34	012-310-034-000	$18.16		69	012-311-015-000	$18.16
35	012-310-035-000	$18.16		70	012-311-016-000	$18.16
71	012-311-017-000	$18.16		116	012-340-034-000	$18.16
72	012-311-018-000	$18.16		117	012-340-035-000	$18.16
73	012-311-019-000	$18.16		118	012-340-036-000	$18.16
74	012-311-020-000	$18.16		119	012-340-037-000	$18.16

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
75	012-311-021-000	$18.16	120	012-340-038-000	$18.16
76	012-311-022-000	$18.16	121	012-340-039-000	$18.16
77	012-311-023-000	$18.16	122	012-340-040-000	$18.16
78	012-311-024-000	$18.16	123	012-340-041-000	$18.16
79	012-311-025-000	$18.16	124	012-340-042-000	$18.16
80	012-311-026-000	$18.16	125	012-340-043-000	$18.16
81	012-311-027-000	$18.16	126	012-340-044-000	$18.16
82	012-311-028-000	$18.16	127	012-340-045-000	$18.16
83	012-311-029-000	$18.16	128	012-340-046-000	$18.16
84	012-311-030-000	$18.16	129	012-340-047-000	$18.16
85	012-340-003-000	$18.16	130	012-340-048-000	$18.16
86	012-340-004-000	$18.16	131	012-330-013-000	$18.16
87	012-340-005-000	$18.16	132	012-330-012-000	$18.16
88	012-340-006-000	$18.16	133	012-330-011-000	$18.16
89	012-340-007-000	$18.16	134	012-330-010-000	$18.16
90	012-340-008-000	$18.16	135	012-330-009-000	$18.16
91	012-340-009-000	$18.16	136	012-330-008-000	$18.16
92	012-340-010-000	$18.16	137	012-330-007-000	$18.16
93	012-340-011-000	$18.16	138	012-330-006-000	$18.16
94	012-340-012-000	$18.16	139	012-330-021-000	$18.16
95	012-340-013-000	$18.16	140	012-330-020-000	$18.16
96	012-340-014-000	$18.16	141	012-330-019-000	$18.16
97	012-340-015-000	$18.16	142	012-330-018-000	$18.16
98	012-340-016-000	$18.16	143	012-330-017-000	$18.16
99	012-340-017-000	$18.16	144	012-330-016-000	$18.16
100	012-340-018-000	$18.16	145	012-330-015-000	$18.16
101	012-340-019-000	$18.16	146	012-330-014-000	$18.16
102	012-340-020-000	$18.16	147	012-330-028-000	$18.16
103	012-340-021-000	$18.16	148	012-330-027-000	$18.16
104	012-340-022-000	$18.16	149	012-330-026-000	$18.16
105	012-340-023-000	$18.16	150	012-330-025-000	$18.16
106	012-340-024-000	$18.16	151	012-330-024-000	$18.16
107	012-340-025-000	$18.16	152	012-330-023-000	$18.16
108	012-340-026-000	$18.16	153	012-330-022-000	$18.16
109	012-340-027-000	$18.16	154	012-330-036-000	$18.16
110	012-340-028-000	$18.16	155	012-330-037-000	$18.16
111	012-340-029-000	$18.16	156	012-330-038-000	$18.16
112	012-340-030-000	$18.16	157	012-330-039-000	$18.16
113	012-340-031-000	$18.16	158	012-330-040-000	$18.16
114	012-340-032-000	$18.16	159	012-330-041-000	$18.16
115	012-340-033-000	$18.16	160	012-330-042-000	$18.16

Assessment Number	Assessor's Parcel Number	Assessment
161	012-330-043-000	$18.16
162	012-330-035-000	$18.16
163	012-330-034-000	$18.16
164	012-330-033-000	$18.16
165	012-330-032-000	$18.16
166	012-330-031-000	$18.16
167	012-330-030-000	$18.16
168	012-330-029-000	$18.16
169	012-330-072-000	$18.16
170	012-330-071-000	$18.16
171	012-330-070-000	$18.16
172	012-330-069-000	$18.16
173	012-330-068-000	$18.16
174	012-330-067-000	$18.16
175	012-330-066-000	$18.16
176	012-330-045-000	$18.16
177	012-330-046-000	$18.16
178	012-330-047-000	$18.16
179	012-330-048-000	$18.16
180	012-330-049-000	$18.16
181	012-330-065-000	$18.16
182	012-330-064-000	$18.16
183	012-330-063-000	$18.16
184	012-330-062-000	$18.16
185	012-330-061-000	$18.16
186	012-330-060-000	$18.16
187	012-330-059-000	$18.16
188	012-330-058-000	$18.16
189	012-330-057-000	$18.16
190	012-330-056-000	$18.16
191	012-330-055-000	$18.16
192	012-330-054-000	$18.16
193	012-330-053-000	$18.16
194	012-330-052-000	$18.16
195	012-330-051-000	$18.16
196	012-330-050-000	$18.16
197	012-312-001-000	$20.18
198	012-312-002-000	$20.18
199	012-312-003-000	$20.18
200	012-312-004-000	$20.18
201	012-312-005-000	$20.18
202	012-312-006-000	$20.18
203	012-312-007-000	$20.18
204	012-312-008-000	$20.18
205	012-312-009-000	$20.18
206	012-320-006-000	$643.76

Assessment Number	Assessor's Parcel Number	Assessment
	TOTAL	$4,702.48
	To be billed via A/R	
	36.32	
	Total to County Assessor	
	$4,666.16	

CITY OF MADERA

ZONE 9

2018 - 2019

1.	BEGINNING FUND BALANCE			$	296.36
2.	LANDSCAPE MAINTENANCE COSTS	$	737.76		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	291.19		
	b. ENGINEERING ADMINISTRATION	$	562.44		
	c. LEGAL ADMINISTRATION	$	45.49		
	d. FINANCE ADMINISTRATION	$	122.06		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	145.12		
	g. EQUIPMENT	$	105.20		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	67.20		
	i. MADERA COUNTY PROCESSING FEES	$	50.20		
			TOTAL COSTS:	$	2,126.66
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				420.50
5.	TOTAL ASSESSMENT			$	2,250.80
6.	AVERAGE ASSESSMENT PER PARCEL			$	33.10

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 9 - ORCHARD ESTATES

TOTAL ASSESSMENT:
$2,250.80

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-133-040-000	$33.10	36	012-350-034-000	$33.10
2	012-133-041-000	$33.10	37	012-350-035-000	$33.10
3	012-350-001-000	$33.10	38	012-350-036-000	$33.10
4	012-350-002-000	$33.10	39	012-350-037-000	$33.10
5	012-350-003-000	$33.10	40	012-350-038-000	$33.10
6	012-350-004-000	$33.10	41	012-350-039-000	$33.10
7	012-350-005-000	$33.10	42	012-350-040-000	$33.10
8	012-350-006-000	$33.10	43	012-350-041-000	$33.10
9	012-350-007-000	$33.10	44	012-350-042-000	$33.10
10	012-350-008-000	$33.10	45	012-350-043-000	$33.10
11	012-350-009-000	$33.10	46	012-350-044-000	$33.10
12	012-350-010-000	$33.10	47	012-350-045-000	$33.10
13	012-350-011-000	$33.10	48	012-350-046-000	$33.10
14	012-350-012-000	$33.10	49	012-350-047-000	$33.10
15	012-350-013-000	$33.10	50	012-350-048-000	$33.10
16	012-350-014-000	$33.10	51	012-350-049-000	$33.10
17	012-350-015-000	$33.10	52	012-350-050-000	$33.10
18	012-350-016-000	$33.10	53	012-350-051-000	$33.10
19	012-350-017-000	$33.10	54	012-350-052-000	$33.10
20	012-350-018-000	$33.10	55	012-350-053-000	$33.10
21	012-350-019-000	$33.10	56	012-350-054-000	$33.10
22	012-350-020-000	$33.10	57	012-350-057-000	$33.10
23	012-350-021-000	$33.10	58	012-350-058-000	$33.10
24	012-350-022-000	$33.10	59	012-350-059-000	$33.10
25	012-350-023-000	$33.10	60	012-350-060-000	$33.10
26	012-350-024-000	$33.10	61	012-350-061-000	$33.10
27	012-350-025-000	$33.10	62	012-350-062-000	$33.10
28	012-350-026-000	$33.10	63	012-350-063-000	$33.10
29	012-350-027-000	$33.10	64	012-350-064-000	$33.10
30	012-350-028-000	$33.10	65	012-350-065-000	$33.10
31	012-350-029-000	$33.10	66	012-350-066-000	$33.10
32	012-350-030-000	$33.10	67	012-350-067-000	$33.10
33	012-350-031-000	$33.10	68	012-350-068-000	$33.10
34	012-350-032-000	$33.10			
35	012-350-033-000	$33.10		TOTAL	$2,250.80

CITY OF MADERA

ZONE 10A

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(1,415.60)
2.	LANDSCAPE MAINTENANCE COSTS	$	2,000.00		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	315.82		
	b. ENGINEERING ADMINISTRATION	$	148.11		
	c. LEGAL ADMINISTRATION	$	11.98		
	d. FINANCE ADMINISTRATION	$	32.14		
	e. TREE TRIMMING	$	135.00		
	f. GAS & UTILITIES	$	157.39		
	g. EQUIPMENT	$	127.86		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
	i. MADERA COUNTY PROCESSING FEES	$	8.86		
			TOTAL COSTS:	$	2,928.30
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(4,031.92)
5.	TOTAL ASSESSMENT			$	320.84
6.	AVERAGE ASSESSMENT PER PARCEL			$	26.74

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10A - VENTURI SUBDIVISION

TOTAL ASSESSMENT:
$320.84

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-460-005-000	$24.68			
2	006-460-007-000	$24.68			
3	006-460-009-000	$24.68			
4	006-460-010-000	$24.68			
5	006-460-011-000	$24.68			
6	006-460-012-000	$24.68			
7	006-460-013-000	$24.68			
8	006-460-014-000	$24.68			
9	006-460-015-000	$24.68			
10	006-460-016-000	$24.68			
11	006-460-017-000	$24.68			
12	006-460-037-000	$49.36			
	TOTAL	$320.84			

CITY OF MADERA

ZONE 10B

2018 - 2019

1.	BEGINNING FUND BALANCE			$	1,185.92
2.	LANDSCAPE MAINTENANCE COSTS	$	35.13		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	15.29		
	b. ENGINEERING ADMINISTRATION	$	414.46		
	c. LEGAL ADMINISTRATION	$	33.52		
	d. FINANCE ADMINISTRATION	$	89.95		
	e. TREE TRIMMING	$	13.30		
	f. GAS & UTILITIES	$	2.41		
	g. EQUIPMENT	$	2.21		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	2.68		
	i. MADERA COUNTY PROCESSING FEES	$	35.44		
			TOTAL COSTS:	$	644.40
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,456.15
5.	TOTAL ASSESSMENT			$	914.62
6.	AVERAGE ASSESSMENT PER PARCEL			$	19.05

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10B - PEBBLE BEACH I & II

TOTAL ASSESSMENT:
$914.62

Assessment Number	Assessor's Parcel Number	Assessment
1	006-460-024-000	$19.46
2	006-460-025-000	$19.46
3	006-460-026-000	$19.46
4	006-460-027-000	$19.46
5	006-460-028-000	$19.46
6	006-460-029-000	$19.46
7	006-460-030-000	$19.46
8	006-460-031-000	$19.46
9	006-491-001-000	$19.46
10	006-491-002-000	$19.46
11	006-491-003-000	$19.46
12	006-491-004-000	$19.46
13	006-491-005-000	$19.46
14	006-491-006-000	$19.46
15	006-491-007-000	$19.46
16	006-491-008-000	$19.46
17	006-491-009-000	$19.46
18	006-491-010-000	$19.46
19	006-491-011-000	$19.46
20	006-491-012-000	$19.46
21	006-491-013-000	$19.46
22	006-491-014-000	$19.46
23	006-491-015-000	$19.46
24	006-491-016-000	$19.46
25	006-491-017-000	$19.46
26	006-491-018-000	$19.46
27	006-492-001-000	$19.46
28	006-492-002-000	$12.98
29	006-492-003-000	$6.48
30	006-492-004-000	$19.46
31	006-492-005-000	$19.46
32	00-6492-006-000	$19.46
33	006-492-007-000	$19.46
34	006-492-008-000	$19.46
35	006-492-009-000	$19.46
36	006-492-010-000	$19.46
37	006-492-011-000	$19.46
38	006-492-012-000	$19.46
39	006-492-013-000	$19.46
40	006-492-014-000	$19.46
41	006-492-015-000	$19.46
42	006-492-016-000	$19.46
43	006-492-017-000	$19.46
44	006-492-018-000	$19.46
45	006-492-019-000	$19.46
46	006-492-020-000	$19.46
47	006-492-021-000	$19.46
48	006-492-022-000	$19.46
	TOTAL	$914.62

CITY OF MADERA

ZONE 10C

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(2,028.78)
2.	LANDSCAPE MAINTENANCE COSTS	$	631.03		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	48.38		
	b. ENGINEERING ADMINISTRATION	$	429.26		
	c. LEGAL ADMINISTRATION	$	34.72		
	d. FINANCE ADMINISTRATION	$	93.16		
	e. TREE TRIMMING	$	121.86		
	f. GAS & UTILITIES	$	22.08		
	g. EQUIPMENT	$	29.41		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	24.62		
	i. MADERA COUNTY PROCESSING FEES	$	36.92		
			TOTAL COSTS:	$	1,471.44
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,266.22)
5.	TOTAL ASSESSMENT			$	1,234.00
6.	AVERAGE ASSESSMENT PER PARCEL				24.68

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10C - PEBBLE BEACH III & IV

TOTAL ASSESSMENT:
$1,234.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-493-001-000	$24.68	36	006-494-015-000	$24.68
2	006-493-002-000	$24.68	37	006-494-016-000	$24.68
3	006-493-003-000	$24.68	38	006-494-017-000	$24.68
4	006-493-004-000	$24.68	39	006-494-018-000	$24.68
5	006-493-005-000	$24.68	40	006-494-019-000	$24.68
6	006-493-006-000	$24.68	41	006-494-020-000	$24.68
7	006-493-007-000	$24.68	42	006-494-021-000	$24.68
8	006-493-008-000	$24.68	43	006-494-022-000	$24.68
9	006-493-009-000	$24.68	44	006-494-023-000	$24.68
10	006-493-010-000	$24.68	45	006-494-024-000	$24.68
11	006-493-011-000	$24.68	46	006-494-025-000	$24.68
12	006-493-012-000	$24.68	47	006-494-026-000	$24.68
13	006-493-013-000	$24.68	48	006-494-027-000	$24.68
14	006-493-014-000	$24.68	49	006-494-028-000	$24.68
15	006-493-015-000	$24.68	50	006-494-029-000	$24.68
16	006-493-016-000	$24.68		TOTAL	$1,234.00
17	006-493-017-000	$24.68			
18	006-493-018-000	$24.68			
19	006-493-019-000	$24.68			
20	006-493-020-000	$24.68			
21	006-493-021-000	$24.68			
22	006-494-001-000	$24.68			
23	006-494-002-000	$24.68			
24	006-494-003-000	$24.68			
25	006-494-004-000	$24.68			
26	006-494-005-000	$24.68			
27	006-494-006-000	$24.68			
28	006-494-007-000	$24.68			
29	006-494-008-000	$24.68			
30	006-494-009-000	$24.68			
31	006-494-010-000	$24.68			
32	006-494-011-000	$24.68			
33	006-494-012-000	$24.68			
34	006-494-013-000	$24.68			
35	006-494-014-000	$24.68			

CITY OF MADERA

ZONE 10D

2018 - 2019

1.	BEGINNING FUND BALANCE			$	906.99
2.	LANDSCAPE MAINTENANCE COSTS	$	378.62		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	24.29		
	b. ENGINEERING ADMINISTRATION	$	281.29		
	c. LEGAL ADMINISTRATION	$	22.75		
	d. FINANCE ADMINISTRATION	$	61.05		
	e. TREE TRIMMING	$	73.12		
	f. GAS & UTILITIES	$	13.25		
	g. EQUIPMENT	$	14.34		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	14.78		
	i. MADERA COUNTY PROCESSING FEES	$	22.15		
			TOTAL COSTS:	$	905.63
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				595.88
5.	TOTAL ASSESSMENT			$	594.52
6.	AVERAGE ASSESSMENT PER PARCEL				19.82

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10D - PEBBLE BEACH V

TOTAL ASSESSMENT:
$594.52

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-495-001-000	$22.16			
2	006-495-002-000	$22.16			
3	006-495-003-000	$22.16			
4	006-495-004-000	$22.16			
5	006-495-005-000	$22.16			
6	006-495-006-000	$22.16			
7	006-495-007-000	$22.16			
8	006-495-008-000	$22.16			
9	006-495-009-000	$22.16			
10	006-495-010-000	$22.16			
11	006-495-011-000	$22.16			
12	006-495-012-000	$22.16			
13	006-495-013-000	$22.16			
14	006-495-014-000	$22.16			
15	006-495-015-000	$22.16			
16	006-495-016-000	$14.74			
17	006-495-017-000	$6.00			
18	006-495-018-000	$22.16			
19	006-495-019-000	$22.16			
20	006-495-020-000	$22.16			
21	006-495-021-000	$22.16			
22	006-495-022-000	$22.16			
23	006-495-023-000	$22.16			
24	006-495-024-000	$7.32			
25	006-495-025-000	$14.76			
26	006-495-026-000	$22.16			
27	006-495-027-000	$18.06			
28	006-495-028-000	$1.80			
29	006-495-029-000	$22.16			
30	006-495-030-000	$22.16			
TOTAL		$594.52			

CITY OF MADERA

ZONE 10E

2018 - 2019

1.	BEGINNING FUND BALANCE			$	819.53
2.	LANDSCAPE MAINTENANCE COSTS	$	370.36		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	41.81		
	b. ENGINEERING ADMINISTRATION	$	288.69		
	c. LEGAL ADMINISTRATION	$	23.35		
	d. FINANCE ADMINISTRATION	$	62.65		
	e. TREE TRIMMING	$	84.14		
	f. GAS & UTILITIES	$	15.25		
	g. EQUIPMENT	$	25.18		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.00		
	i. MADERA COUNTY PROCESSING FEES	$	22.15		
			TOTAL COSTS:	$	950.58
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				711.29
5.	TOTAL ASSESSMENT			$	843.08
6.	AVERAGE ASSESSMENT PER PARCEL				27.20

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10E - PEBBLE BEACH VI

TOTAL ASSESSMENT:
$843.08

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-496-001-000	$27.20			
2	006-496-002-000	$27.20			
3	006-496-003-000	$27.20			
4	006-496-004-000	$27.20			
5	006-496-005-000	$27.20			
6	006-496-006-000	$27.20			
7	006-496-007-000	$27.20			
8	006-496-008-000	$27.20			
9	006-496-009-000	$27.20			
10	006-496-010-000	$27.20			
11	006-496-011-000	$27.20			
12	006-496-012-000	$27.20			
13	006-496-013-000	$27.20			
14	006-496-014-000	$27.20			
15	006-496-015-000	$27.20			
16	006-496-016-000	$27.20			
17	006-496-017-000	$27.20			
18	006-496-018-000	$27.20			
19	006-496-019-000	$27.20			
20	006-496-020-000	$27.20			
21	006-496-021-000	$27.20			
22	006-496-022-000	$27.20			
23	006-496-023-000	$27.20			
24	006-496-024-000	$27.20			
25	006-496-025-000	$27.20			
26	006-496-026-000	$27.20			
27	006-496-027-000	$27.20			
28	006-496-028-000	$27.20			
29	006-496-029-000	$27.20			
30	006-496-030-000	$27.20			
31	006-496-031-000	$27.20			
	TOTAL	$843.08			

CITY OF MADERA

ZONE 10F

2018 - 2019

1.	BEGINNING FUND BALANCE			$	1,879.99
2.	LANDSCAPE MAINTENANCE COSTS	$	259.32		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	53.28		
	b. ENGINEERING ADMINISTRATION	$	362.67		
	c. LEGAL ADMINISTRATION	$	29.34		
	d. FINANCE ADMINISTRATION	$	78.71		
	e. TREE TRIMMING	$	111.29		
	f. GAS & UTILITIES	$	20.17		
	g. EQUIPMENT	$	19.98		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	22.48		
	i. MADERA COUNTY PROCESSING FEES	$	30.27		
			TOTAL COSTS:	$	987.51
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,703.77
5.	TOTAL ASSESSMENT			$	1,811.29
6.	AVERAGE ASSESSMENT PER PARCEL				44.18

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 F - PEBBLE BEACH VII

TOTAL ASSESSMENT:
$1,811.29

Assessment Number	Assessor's Parcel Number	Assessment
1	006-496-034-000	$44.18
2	006-496-035-000	$44.18
3	006-496-036-000	$44.18
4	006-496-037-000	$44.18
5	006-496-038-000	$44.18
6	006-496-039-000	$44.18
7	006-496-040-000	$44.18
8	006-496-041-000	$44.18
9	006-496-042-000	$44.18
10	006-496-043-000	$44.18
11	006-496-044-000	$44.18
12	006-496-045-000	$44.18
13	006-496-046-000	$44.18
14	006-496-047-000	$44.18
15	006-496-048-000	$44.18
16	006-496-049-000	$44.18
17	006-496-050-000	$44.18
18	006-496-051-000	$44.18
19	006-496-052-000	$44.18
20	006-496-053-000	$44.18
21	006-496-054-000	$44.18
22	006-496-055-000	$44.18
23	006-496-056-000	$44.18
24	006-496-057-000	$44.18
25	006-496-058-000	$44.18
26	006-496-059-000	$44.18
27	006-496-060-000	$44.18
28	006-496-061-000	$44.18
29	006-496-062-000	$44.18
30	006-496-063-000	$44.18
31	006-496-064-000	$44.18
32	006-496-065-000	$44.18
33	006-496-066-000	$44.18
34	006-496-067-000	$44.18
35	006-496-068-000	$44.18
36	006-496-069-000	$44.18
37	006-496-070-000	$44.18
38	006-496-071-000	$44.18
39	006-496-072-000	$44.18
40	006-496-073-000	$44.18
41	006-496-074-000	$44.18
	TOTAL	$1,811.29

CITY OF MADERA

ZONE 10G

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(978.74)
2.	LANDSCAPE MAINTENANCE COSTS	$	611.22		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	53.28		
	b. ENGINEERING ADMINISTRATION	$	399.67		
	c. LEGAL ADMINISTRATION	$	32.33		
	d. FINANCE ADMINISTRATION	$	86.74		
	e. TREE TRIMMING	$	255.49		
	f. GAS & UTILITIES	$	46.30		
	g. EQUIPMENT	$	39.74		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	51.60		
	i. MADERA COUNTY PROCESSING FEES	$	33.96		
			TOTAL COSTS:	$	1,610.32
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,338.05)
5.	TOTAL ASSESSMENT			$	1,251.02
6.	AVERAGE ASSESSMENT PER PARCEL				27.20

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10G - PEBBLE BEACH VIII

TOTAL ASSESSMENT:
$1,251.02

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-497-001-000	$27.20	36	006-497-036-000	$27.20
2	006-497-002-000	$27.20	37	006-497-037-000	$27.20
3	006-497-003-000	$27.20	38	006-497-038-000	$27.20
4	006-497-004-000	$27.20	39	006-497-039-000	$27.20
5	006-497-005-000	$27.20	40	006-497-040-000	$27.20
6	006-497-006-000	$27.20	41	006-497-041-000	$27.20
7	006-497-007-000	$27.20	42	006-497-042-000	$27.20
8	006-497-008-000	$27.20	43	006-497-043-000	$27.20
9	006-497-009-000	$27.20	44	006-497-044-000	$27.20
10	006-497-010-000	$27.20	45	006-497-045-000	$27.20
11	006-497-011-000	$27.20	46	006-497-046-000	$27.20
12	006-497-012-000	$27.20			
13	006-497-013-000	$27.20		TOTAL	$1,251.02
14	006-497-014-000	$27.20			
15	006-497-015-000	$27.20			
16	006-497-016-000	$27.20			
17	006-497-017-000	$27.20			
18	006-497-018-000	$27.20			
19	006-497-019-000	$27.20			
20	006-497-020-000	$27.20			
21	006-497-021-000	$27.20			
22	006-497-022-000	$27.20			
23	006-497-023-000	$27.20			
24	006-497-024-000	$27.20			
25	006-497-025-000	$27.20			
26	006-497-026-000	$27.20			
27	006-497-027-000	$27.20			
28	006-497-028-000	$27.20			
29	006-497-029-000	$27.20			
30	006-497-030-000	$27.20			
31	006-497-031-000	$27.20			
32	006-497-032-000	$27.20			
33	006-497-033-000	$27.20			
34	006-497-034-000	$27.20			
35	006-497-035-000	$27.20			

CITY OF MADERA

ZONE 10H

2018 - 2019

1.	BEGINNING FUND BALANCE			$	2,433.30
2.	LANDSCAPE MAINTENANCE COSTS	$	3,802.84		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	78.52		
	b. ENGINEERING ADMINISTRATION	$	451.46		
	c. LEGAL ADMINISTRATION	$	36.52		
	d. FINANCE ADMINISTRATION	$	97.98		
	e. TREE TRIMMING	$	367.19		
	f. GAS & UTILITIES	$	66.54		
	g. EQUIPMENT	$	112.01		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	74.18		
	i. MADERA COUNTY PROCESSING FEES	$	39.13		
			TOTAL COSTS:	$	5,126.36
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(6,118.28)
5.	TOTAL ASSESSMENT			$	1,441.39
6.	AVERAGE ASSESSMENT PER PARCEL				27.20

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 H - PEBBLE BEACH IX

TOTAL ASSESSMENT:
$1,441.39

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-498-001-000	$27.20	36	006-498-036-000	$27.20
2	006-498-002-000	$27.20	37	006-498-037-000	$27.20
3	006-498-003-000	$27.20	38	006-498-038-000	$27.20
4	006-498-004-000	$27.20	39	006-498-039-000	$27.20
5	006-498-005-000	$27.20	40	006-498-040-000	$27.20
6	006-498-006-000	$27.20	41	006-498-041-000	$27.20
7	006-498-007-000	$27.20	42	006-498-042-000	$27.20
8	006-498-008-000	$27.20	43	006-498-043-000	$27.20
9	006-498-009-000	$27.20	44	006-498-044-000	$27.20
10	006-498-010-000	$27.20	45	006-498-045-000	$27.20
11	006-498-011-000	$27.20	46	006-498-046-000	$27.20
12	006-498-012-000	$27.20	47	006-498-047-000	$27.20
13	006-498-013-000	$27.20	48	006-498-048-000	$27.20
14	006-498-014-000	$27.20	49	006-498-049-000	$27.20
15	006-498-015-000	$27.20	50	006-498-050-000	$27.20
16	006-498-016-000	$27.20	51	006-498-051-000	$27.20
17	006-498-017-000	$27.20	52	006-498-052-000	$27.20
18	006-498-018-000	$27.20	53	006-498-053-000	$27.20
19	006-498-019-000	$27.20			
20	006-498-020-000	$27.20		TOTAL	$1,441.39
21	006-498-021-000	$27.20			
22	006-498-022-000	$27.20			
23	006-498-023-000	$27.20			
24	006-498-024-000	$27.20			
25	006-498-025-000	$27.20			
26	006-498-026-000	$27.20			
27	006-498-027-000	$27.20			
28	006-498-028-000	$27.20			
29	006-498-029-000	$27.20			
30	006-498-030-000	$27.20			
31	006-498-031-000	$27.20			
32	006-498-032-000	$27.20			
33	006-498-033-000	$27.20			
34	006-498-034-000	$27.20			
35	006-498-035-000	$27.20			

CITY OF MADERA

ZONE 10I

2018 - 2019

1.	BEGINNING FUND BALANCE			$	4,038.62
2.	LANDSCAPE MAINTENANCE COSTS	$	200.00		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	59.15		
	b. ENGINEERING ADMINISTRATION	$	222.10		
	c. LEGAL ADMINISTRATION	$	17.96		
	d. FINANCE ADMINISTRATION	$	48.20		
	e. TREE TRIMMING	$	53.62		
	f. GAS & UTILITIES	$	9.72		
	g. EQUIPMENT	$	12.79		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	10.84		
	i. MADERA COUNTY PROCESSING FEES	$	16.24		
			TOTAL COSTS:	$	650.62
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				4,274.15
5.	TOTAL ASSESSMENT			$	886.16
6.	AVERAGE ASSESSMENT PER PARCEL				40.28

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 I - PEBBLE BEACH X

TOTAL ASSESSMENT:
$886.16

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-498-001-000	$40.28			
2	006-498-002-000	$40.28			
3	006-498-003-000	$40.28			
4	006-498-004-000	$40.28			
5	006-498-005-000	$40.28			
6	006-498-006-000	$40.28			
7	006-498-007-000	$40.28			
8	006-498-008-000	$40.28			
9	006-498-009-000	$40.28			
10	006-498-010-000	$40.28			
11	006-498-011-000	$40.28			
12	006-498-012-000	$40.28			
13	006-498-013-000	$40.28			
14	006-498-014-000	$40.28			
15	006-498-015-000	$40.28			
16	006-498-016-000	$40.28			
17	006-498-017-000	$40.28			
18	006-498-018-000	$40.28			
19	006-498-019-000	$40.28			
20	006-498-020-000	$40.28			
21	006-498-021-000	$40.28			
22	006-498-022-000	$40.28			
	TOTAL	$886.16			

CITY OF MADERA

ZONE 12

2018 - 2019

1.	BEGINNING FUND BALANCE			$	12,743.67
2.	LANDSCAPE MAINTENANCE COSTS	$	19,293.88		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	2,391.56		
	b. ENGINEERING ADMINISTRATION	$	643.83		
	c. LEGAL ADMINISTRATION	$	52.08		
	d. FINANCE ADMINISTRATION	$	139.73		
	e. TREE TRIMMING	$	3,848.00		
	f. GAS & UTILITIES	$	1,191.85		
	g. EQUIPMENT	$	872.85		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	44.80		
	i. MADERA COUNTY PROCESSING FEES	$	58.33		
			TOTAL COSTS:	$	28,536.89
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				10,230.34
5.	TOTAL ASSESSMENT			$	26,023.56
6.	AVERAGE ASSESSMENT PER PARCEL				329.41

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 12 - FRENCH COVE 1 & 2

TOTAL ASSESSMENT:
$26,023.56

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-470-001-000	$329.41	36	006-480-049-000	$329.41
2	006-470-002-000	$329.41	37	006-480-004-000	$329.41
3	006-470-003-000	$329.41	38	006-480-005-000	$329.41
4	006-470-004-000	$329.41	39	006-480-006-000	$329.41
5	006-470-005-000	$329.41	40	006-480-007-000	$329.41
6	006-470-006-000	$329.41	41	006-480-008-000	$329.41
7	006-470-007-000	$329.41	42	006-480-009-000	$329.41
8	006-470-008-000	$329.41	43	006-480-010-000	$329.41
9	006-470-037-000	$329.41	44	006-480-011-000	$329.41
10	006-470-038-000	$329.41	45	006-480-012-000	$329.41
11	006-470-039-000	$329.41	46	006-480-013-000	$329.41
12	006-470-040-000	$329.41	47	006-480-014-000	$329.41
13	006-470-041-000	$329.41	48	006-480-015-000	$329.41
14	006-470-042-000	$329.41	49	006-480-016-000	$329.41
15	006-470-016-000	$329.41	50	006-480-017-000	$329.41
16	006-470-017-000	$329.41	51	006-480-018-000	$329.41
17	006-470-018-000	$329.41	52	006-480-019-000	$329.41
18	006-470-019-000	$329.41	53	006-480-020-000	$329.41
19	006-470-020-000	$329.41	54	006-480-021-000	$329.41
20	006-470-021-000	$329.41	55	006-480-022-000	$329.41
21	006-470-022-000	$329.41	56	006-480-023-000	$329.41
22	006-470-043-000	$329.41	57	006-480-024-000	$329.41
23	006-470-044-000	$329.41	58	006-480-025-000	$329.41
24	006-470-045-000	$329.41	59	006-480-026-000	$329.41
25	006-470-046-000	$329.41	60	006-480-027-000	$329.41
26	006-470-047-000	$329.41	61	006-480-028-000	$329.41
27	006-470-029-000	$329.41	62	006-480-029-000	$329.41
28	006-470-030-000	$329.41	63	006-480-030-000	$329.41
29	006-470-031-000	$329.41	64	006-480-032-000	$329.41
30	006-470-032-000	$329.41	65	006-480-033-000	$329.41
31	006-470-033-000	$329.41	66	006-480-034-000	$329.41
32	006-470-034-000	$329.41	67	006-480-035-000	$329.41
33	006-470-035-000	$329.41	68	006-480-036-000	$329.41
34	006-480-001-000	$329.41	69	006-480-037-000	$329.41
35	006-480-002-000	$329.41	70	006-480-038-000	$329.41
71	006-480-039-000	$329.41			
72	006-480-040-000	$329.41			
73	006-480-041-000	$329.41			
74	006-480-042-000	$329.41			
75	006-480-043-000	$329.41			
76	006-480-044-000	$329.41			
77	006-480-045-000	$329.41			
78	006-480-046-000	$329.41			
79	006-480-047-000	$329.41			
	TOTAL	$26,023.56			

CITY OF MADERA

ZONE 13

2018 - 2019

1.	BEGINNING FUND BALANCE			$	1,595.76
2.	LANDSCAPE MAINTENANCE COSTS	$	2,200.00		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	918.81		
	b. ENGINEERING ADMINISTRATION	$	562.44		
	c. LEGAL ADMINISTRATION	$	45.49		
	d. FINANCE ADMINISTRATION	$	122.06		
	e. TREE TRIMMING	$	225.00		
	f. GAS & UTILITIES	$	1,699.90		
	g. EQUIPMENT	$	140.65		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	67.20		
	i. MADERA COUNTY PROCESSING FEES	$	50.20		
			TOTAL COSTS:	$	6,031.75
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,429.69
5.	TOTAL ASSESSMENT			$	5,865.68
6.	AVERAGE ASSESSMENT PER PARCEL				86.26

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 13 - LAS PALMAS ESTATES 1, 2, 3, & 4

TOTAL ASSESSMENT:
$5,865.68

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-310-001-000	$86.26	36	011-310-037-000	$86.26
2	011-310-002-000	$86.26	37	011-310-038-000	$86.26
3	011-310-003-000	$86.26	38	011-310-039-000	$86.26
4	011-310-004-000	$86.26	39	011-310-040-000	$86.26
5	011-310-005-000	$86.26	40	011-310-041-000	$86.26
6	011-310-006-000	$86.26	41	011-310-042-000	$86.26
7	011-310-007-000	$86.26	42	011-310-043-000	$86.26
8	011-310-008-000	$86.26	43	011-310-044-000	$86.26
9	011-310-009-000	$86.26	44	011-310-045-000	$86.26
10	011-310-010-000	$86.26	45	011-310-046-000	$86.26
11	011-310-011-000	$86.26	46	011-310-047-000	$86.26
12	011-310-012-000	$86.26	47	011-310-048-000	$86.26
13	011-310-013-000	$86.26	48	011-310-049-000	$86.26
14	011-310-014-000	$86.26	49	011-310-055-000	$86.26
15	011-310-015-000	$86.26	50	011-310-056-000	$86.26
16	011-310-016-000	$86.26	51	011-310-057-000	$86.26
17	011-310-017-000	$86.26	52	011-310-058-000	$86.26
18	011-310-018-000	$86.26	53	011-310-059-000	$86.26
19	011-310-019-000	$86.26	54	011-310-060-000	$86.26
20	011-310-020-000	$86.26	55	011-310-061-000	$86.26
21	011-310-021-000	$86.26	56	011-310-062-000	$86.26
22	011-310-022-000	$86.26	57	011-310-063-000	$86.26
23	011-310-024-000	$86.26	58	011-310-068-000	$86.26
24	011-310-025-000	$86.26	59	011-310-069-000	$86.26
25	011-310-026-000	$86.26	60	011-310-070-000	$86.26
26	011-310-027-000	$86.26	61	011-310-071-000	$86.26
27	011-310-028-000	$86.26	62	011-310-072-000	$86.26
28	011-310-029-000	$86.26	63	011-310-073-000	$86.26
29	011-310-030-000	$86.26	64	011-310-074-000	$86.26
30	011-310-031-000	$86.26	65	011-310-075-000	$86.26
31	011-310-032-000	$86.26	66	011-310-076-000	$86.26
32	011-310-033-000	$86.26	67	011-310-077-000	$86.26
33	011-310-034-000	$86.26	68	011-310-078-000	$86.26
34	011-310-035-000	$86.26			
35	011-310-036-000	$86.26		TOTAL	$5,865.68

CITY OF MADERA

ZONE 14

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2018 - 2019

1.	BEGINNING FUND BALANCE			$	818.63
2.	LANDSCAPE MAINTENANCE COSTS	$	1,455.97		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	359.83		
	b. ENGINEERING ADMINISTRATION	$	910.18		
	c. LEGAL ADMINISTRATION	$	73.62		
	d. FINANCE ADMINISTRATION	$	197.53		
	e. TREE TRIMMING	$	540.00		
	f. GAS & UTILITIES	$	179.33		
	g. EQUIPMENT	$	109.21		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	27.60		
	i. MADERA COUNTY PROCESSING FEES	$	84.90		
			TOTAL COSTS:	$	3,938.18
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(168.66)
5.	TOTAL ASSESSMENT			$	2,950.90
6.	AVERAGE ASSESSMENT PER PARCEL				25.66

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 14 - CAPISTRANO 1 & 2

TOTAL ASSESSMENT:
$2,950.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-380-001-000	$25.66	36	012-380-036-000	$25.66
2	012-380-002-000	$25.66	37	012-380-037-000	$25.66
3	012-380-003-000	$25.66	38	012-380-038-000	$25.66
4	012-380-004-000	$25.66	39	012-380-039-000	$25.66
5	012-380-005-000	$25.66	40	012-380-040-000	$25.66
6	012-380-006-000	$25.66	41	012-380-041-000	$25.66
7	012-380-007-000	$25.66	42	012-380-042-000	$25.66
8	012-380-008-000	$25.66	43	012-380-043-000	$25.66
9	012-380-009-000	$25.66	44	012-380-044-000	$25.66
10	012-380-010-000	$25.66	45	012-380-045-000	$25.66
11	012-380-011-000	$25.66	46	012-380-046-000	$25.66
12	012-380-012-000	$25.66	47	012-380-047-000	$25.66
13	012-380-013-000	$25.66	48	012-380-048-000	$25.66
14	012-380-014-000	$25.66	49	012-380-049-000	$25.66
15	012-380-015-000	$25.66	50	012-380-050-000	$25.66
16	012-380-016-000	$25.66	51	012-380-051-000	$25.66
17	012-380-017-000	$25.66	52	012-380-052-000	$25.66
18	012-380-018-000	$25.66	53	012-380-053-000	$25.66
19	012-380-019-000	$25.66	54	012-381-001-000	$25.66
20	012-380-020-000	$25.66	55	012-381-002-000	$25.66
21	012-380-021-000	$25.66	56	012-381-003-000	$25.66
22	012-380-022-000	$25.66	57	012-381-004-000	$25.66
23	012-380-023-000	$25.66	58	012-381-005-000	$25.66
24	012-380-024-000	$25.66	59	012-381-006-000	$25.66
25	012-380-025-000	$25.66	60	012-381-007-000	$25.66
26	012-380-026-000	$25.66	61	012-381-008-000	$25.66
27	012-380-027-000	$25.66	62	012-381-009-000	$25.66
28	012-380-028-000	$25.66	63	012-381-010-000	$25.66
29	012-380-029-000	$25.66	64	012-381-011-000	$25.66
30	012-380-030-000	$25.66	65	012-381-012-000	$25.66
31	012-380-031-000	$25.66	66	012-381-013-000	$25.66
32	012-380-032-000	$25.66	67	012-381-014-000	$25.66
33	012-380-033-000	$25.66	68	012-381-015-000	$25.66
34	012-380-034-000	$25.66	69	012-381-016-000	$25.66
35	012-380-035-000	$25.66	70	012-381-017-000	$25.66

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-381-018-000	$25.66			
72	012-381-019-000	$25.66			
73	012-381-020-000	$25.66			
74	012-381-021-000	$25.66			
75	012-381-022-000	$25.66			
76	012-381-023-000	$25.66			
77	012-381-024-000	$25.66			
78	012-381-025-000	$25.66			
79	012-381-026-000	$25.66			
80	012-381-027-000	$25.66			
81	012-381-028-000	$25.66			
82	012-381-029-000	$25.66			
83	012-381-030-000	$25.66			
84	012-381-031-000	$25.66			
85	012-381-032-000	$25.66			
86	012-381-033-000	$25.66			
87	012-381-034-000	$25.66			
88	012-381-035-000	$25.66			
89	012-381-036-000	$25.66			
90	012-381-037-000	$25.66			
91	012-381-038-000	$25.66			
92	012-381-039-000	$25.66			
93	012-381-040-000	$25.66			
94	012-381-041-000	$25.66			
95	012-381-042-000	$25.66			
96	012-381-043-000	$25.66			
97	012-381-044-000	$25.66			
98	012-381-045-000	$25.66			
99	012-381-046-000	$25.66			
100	012-381-047-000	$25.66			
101	012-381-048-000	$25.66			
102	012-381-049-000	$25.66			
103	012-381-050-000	$25.66			
104	012-381-051-000	$25.66			
105	012-381-052-000	$25.66			
106	012-381-053-000	$25.66			
107	012-381-054-000	$25.66			
108	012-381-055-000	$25.66			
109	012-381-056-000	$25.66			
110	012-381-057-000	$25.66			
111	012-381-058-000	$25.66			
112	012-381-059-000	$25.66			
113	012-381-060-000	$25.66			
114	012-381-061-000	$25.66			
115	012-381-062-000	$25.66			
	TOTAL	$2,950.90			

CITY OF MADERA

ZONE 15

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2018 - 2019

1.	BEGINNING FUND BALANCE			$	1,959.32
2.	LANDSCAPE MAINTENANCE COSTS	$	4,858.82		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	61.04		
	b. ENGINEERING ADMINISTRATION	$	199.90		
	c. LEGAL ADMINISTRATION	$	16.17		
	d. FINANCE ADMINISTRATION	$	43.38		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	216.42		
	g. EQUIPMENT	$	120.57		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	50.22		
	i. MADERA COUNTY PROCESSING FEES	$	14.03		
			TOTAL COSTS:	$	5,580.56
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(26.02)
5.	TOTAL ASSESSMENT			$	3,595.22
6.	AVERAGE ASSESSMENT PER PARCEL				189.22

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15 - CLINTON / ELM RANCHOS 1

TOTAL ASSESSMENT:
$3,595.22

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-027-000	$189.22			
2	008-082-028-000	$189.22			
3	008-082-029-000	$189.22			
4	008-082-030-000	$189.22			
5	008-082-031-000	$189.22			
6	008-082-032-000	$189.22			
7	008-082-033-000	$189.22			
8	008-082-034-000	$189.22			
9	008-082-035-000	$189.22			
10	008-082-036-000	$189.22			
11	008-082-037-000	$189.22			
12	008-082-038-000	$189.22			
13	008-082-039-000	$189.22			
14	008-082-040-000	$189.22			
15	008-082-041-000	$189.22			
16	008-082-042-000	$189.22			
17	008-082-043-000	$189.22			
18	008-082-044-000	$189.22			
19	008-082-045-000	$189.22			
	Total	$3,595.22			

CITY OF MADERA

ZONE 15B

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	204.75
2.	LANDSCAPE MAINTENANCE COSTS	$	205.96		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	61.04		
	b. ENGINEERING ADMINISTRATION	$	133.31		
	c. LEGAL ADMINISTRATION	$	10.78		
	d. FINANCE ADMINISTRATION	$	28.93		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	30.42		
	g. EQUIPMENT	$	12.69		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	26.44		
	I. MADERA COUNTY PROCESSING FEES	$	7.38		
			TOTAL COSTS:	$	516.97
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(32.22)
5.	TOTAL ASSESSMENT			$	280.00
6.	AVERAGE ASSESSMENT PER PARCEL				28.00

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15B - CLINTON / ELM RANCHOS 2

TOTAL ASSESSMENT:
$280.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-046-000	$28.00			
2	008-082-047-000	$28.00			
3	008-082-048-000	$28.00			
4	008-082-049-000	$28.00			
5	008-082-050-000	$28.00			
6	008-082-051-000	$28.00			
7	008-082-052-000	$28.00			
8	008-082-053-000	$28.00			
9	008-082-054-000	$28.00			
10	008-082-055-000	$28.00			
	TOTAL	$280.00			

CITY OF MADERA

ZONE 15C

.

2018 - 2019

1.	BEGINNING FUND BALANCE				$	(279.12)
2.	LANDSCAPE MAINTENANCE COSTS		$	226.55		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	61.04		
	b.	ENGINEERING ADMINISTRATION	$	140.71		
	c.	LEGAL ADMINISTRATION	$	11.38		
	d.	FINANCE ADMINISTRATION	$	30.54		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	30.42		
	g.	EQUIPMENT	$	13.96		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	29.08		
	i.	MADERA COUNTY PROCESSING FEES	$	8.12		
				TOTAL COSTS:	$	551.81
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(224.56)
5.	TOTAL ASSESSMENT				$	606.37
6.	AVERAGE ASSESSMENT PER PARCEL					55.12

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15C - CLINTON / ELM RANCHOS 3

TOTAL ASSESSMENT:
$606.37

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-058-000	$55.12			
2	008-082-059-000	$55.12			
3	008-082-060-000	$55.12			
4	008-082-061-000	$55.12			
5	008-082-062-000	$55.12			
6	008-082-063-000	$55.12			
7	008-082-064-000	$55.12			
8	008-082-065-000	$55.12			
9	008-082-066-000	$55.12			
10	008-082-067-000	$55.12			
11	008-082-068-000	$55.12			
	TOTAL	$606.37			

CITY OF MADERA

ZONE 16

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	5.88
2.	LANDSCAPE MAINTENANCE COSTS	$	2,000.00		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	415.57		
	b. ENGINEERING ADMINISTRATION	$	236.89		
	c. LEGAL ADMINISTRATION	$	19.16		
	d. FINANCE ADMINISTRATION	$	51.41		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	360.66		
	g. EQUIPMENT	$	127.86		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	619.84		
	I. MADERA COUNTY PROCESSING FEES	$	17.72		
			TOTAL COSTS:	$	3,849.12
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				516.76
5.	TOTAL ASSESSMENT			$	4,360.00
6.	AVERAGE ASSESSMENT PER PARCEL				181.67

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 16 - SUGAR PINE

TOTAL ASSESSMENT:
$4,360.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-093-001-000	$181.67			
2	008-093-002-000	$181.67			
3	008-093-003-000	$181.67			
4	008-093-004-000	$181.67			
5	008-093-005-000	$181.67			
6	008-093-006-000	$181.67			
7	008-093-007-000	$181.67			
8	008-093-008-000	$181.67			
9	008-093-009-000	$181.67			
10	008-093-010-000	$181.67			
11	008-093-011-000	$181.67			
12	008-093-012-000	$181.67			
13	008-093-013-000	$181.67			
14	008-093-014-000	$181.67			
15	008-093-015-000	$181.67			
16	008-093-016-000	$181.67			
17	008-093-017-000	$181.67			
18	008-093-018-000	$181.67			
19	008-093-019-000	$181.67			
20	008-093-020-000	$181.67			
21	008-093-021-000	$181.67			
22	008-093-022-000	$181.67			
23	008-093-023-000	$181.67			
24	008-093-024-000	$181.67			
	TOTAL	$4,360.00			

CITY OF MADERA

ZONE 17A

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	4,619.92
2.	LANDSCAPE MAINTENANCE COSTS	$	5,197.97		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	439.62		
	b. ENGINEERING ADMINISTRATION	$	784.40		
	c. LEGAL ADMINISTRATION	$	63.45		
	d. FINANCE ADMINISTRATION	$	170.23		
	e. TREE TRIMMING	$	675.00		
	f. GAS & UTILITIES	$	219.09		
	g. EQUIPMENT	$	196.07		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	63.08		
	I. MADERA COUNTY PROCESSING FEES	$	72.35		
			TOTAL COSTS:	$	7,881.27
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,700.37
5.	TOTAL ASSESSMENT			$	5,961.71
6.	AVERAGE ASSESSMENT PER PARCEL				60.83

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17A - CAPISTRANO X, PHASE 1 & 2

TOTAL ASSESSMENT:
$5,961.71

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-450-011-000	$60.83	36	009-450-049-000	$60.83
2	009-450-012-000	$60.83	37	009-450-050-000	$60.83
3	009-450-013-000	$60.83	38	009-450-051-000	$60.83
4	009-450-014-000	$60.83	39	009-450-052-000	$60.83
5	009-450-015-000	$60.83	40	009-450-053-000	$60.83
6	009-450-016-000	$60.83	41	009-451-001-000	$60.83
7	009-450-017-000	$60.83	42	009-451-002-000	$60.83
8	009-450-018-000	$60.83	43	009-451-003-000	$60.83
9	009-450-019-000	$60.83	44	009-451-004-000	$60.83
10	009-450-020-000	$60.83	45	009-451-005-000	$60.83
11	009-450-021-000	$60.83	46	009-451-006-000	$60.83
12	009-450-022-000	$60.83	47	009-451-007-000	$60.83
13	009-450-023-000	$60.83	48	009-451-008-000	$60.83
14	009-450-024-000	$60.83	49	009-451-009-000	$60.83
15	009-450-025-000	$60.83	50	009-451-010-000	$60.83
16	009-450-026-000	$60.83	51	009-451-011-000	$60.83
17	009-450-027-000	$60.83	52	009-451-012-000	$60.83
18	009-450-028-000	$60.83	53	009-451-013-000	$60.83
19	009-450-029-000	$60.83	54	009-451-014-000	$60.83
20	009-450-030-000	$60.83	55	009-451-015-000	$60.83
21	009-450-031-000	$60.83	56	009-451-016-000	$60.83
22	009-450-032-000	$60.83	57	009-451-017-000	$60.83
23	009-450-033-000	$60.83	58	009-451-018-000	$60.83
24	009-450-034-000	$60.83	59	009-451-019-000	$60.83
25	009-450-035-000	$60.83	60	009-451-020-000	$60.83
26	009-450-036-000	$60.83	61	009-451-021-000	$60.83
27	009-450-037-000	$60.83	62	009-451-022-000	$60.83
28	009-450-038-000	$60.83	63	009-451-023-000	$60.83
29	009-450-039-000	$60.83	64	009-451-024-000	$60.83
30	009-450-040-000	$60.83	65	009-451-025-000	$60.83
31	009-450-044-000	$60.83	66	009-451-026-000	$60.83
32	009-450-045-000	$60.83	67	009-451-027-000	$60.83
33	009-450-046-000	$60.83	68	009-451-028-000	$60.83
34	009-450-047-000	$60.83	69	009-451-029-000	$60.83
35	009-450-048-000	$60.83	70	009-451-030-000	$60.83

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-451-031-000	$60.83			
72	009-451-032-000	$60.83			
73	009-451-033-000	$60.83			
74	009-520-001-000	$60.83			
75	009-520-002-000	$60.83			
76	009-520-003-000	$60.83			
77	009-520-004-000	$60.83			
78	009-520-005-000	$60.83			
79	009-520-006-000	$60.83			
80	009-520-007-000	$60.83			
81	009-520-008-000	$60.83			
82	009-520-009-000	$60.83			
83	009-520-010-000	$60.83			
84	009-520-011-000	$60.83			
85	009-520-012-000	$60.83			
86	009-520-013-000	$60.83			
87	009-520-014-000	$60.83			
88	009-520-015-000	$60.83			
89	009-520-016-000	$60.83			
90	009-520-017-000	$60.83			
91	009-520-018-000	$60.83			
92	009-520-019-000	$60.83			
93	009-520-020-000	$60.83			
94	009-520-021-000	$60.83			
95	009-520-022-000	$60.83			
96	009-520-023-000	$60.83			
97	009-520-024-000	$60.83			
98	009-520-025-000	$60.83			
	Total	$5,961.71			

CITY OF MADERA

ZONE 17B

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	4,525.91
2.	LANDSCAPE MAINTENANCE COSTS	$	2,409.31		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	98.00		
	b. ENGINEERING ADMINISTRATION	$	296.08		
	c. LEGAL ADMINISTRATION	$	23.95		
	d. FINANCE ADMINISTRATION	$	64.26		
	e. TREE TRIMMING	$	1,193.00		
	f. GAS & UTILITIES	$	48.84		
	g. EQUIPMENT	$	59.20		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	9.80		
	I. MADERA COUNTY PROCESSING FEES	$	23.63		
			TOTAL COSTS:	$	4,226.06
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,999.78
5.	TOTAL ASSESSMENT			$	2,699.93
6.	AVERAGE ASSESSMENT PER PARCEL				84.37

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17B - CAPISTRANO X, PHASE 3

TOTAL ASSESSMENT:
$2,699.93

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-470-001-000	$84.37			
2	009-470-002-000	$84.37			
3	009-470-003-000	$84.37			
4	009-470-004-000	$84.37			
5	009-470-005-000	$84.37			
6	009-470-006-000	$84.37			
7	009-470-007-000	$84.37			
8	009-470-008-000	$84.37			
9	009-470-009-000	$84.37			
10	009-470-010-000	$84.37			
11	009-470-011-000	$84.37			
12	009-470-012-000	$84.37			
13	009-470-013-000	$84.37			
14	009-470-014-000	$84.37			
15	009-470-015-000	$84.37			
16	009-470-016-000	$84.37			
17	009-470-017-000	$84.37			
18	009-470-018-000	$84.37			
19	009-470-019-000	$84.37			
20	009-470-020-000	$84.37			
21	009-470-021-000	$84.37			
22	009-470-022-000	$84.37			
23	009-470-023-000	$84.37			
24	009-470-024-000	$84.37			
25	009-470-025-000	$84.37			
26	009-470-026-000	$84.37			
27	009-470-027-000	$84.37			
28	009-470-028-000	$84.37			
29	009-470-029-000	$84.37			
30	009-470-030-000	$84.37			
31	009-470-031-000	$84.37			
32	009-470-032-000	$84.37			
	TOTAL	$2,699.93			

CITY OF MADERA

ZONE 17C

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	2,980.49
2.	LANDSCAPE MAINTENANCE COSTS	$	3,235.35		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	252.02		
	b. ENGINEERING ADMINISTRATION	$	318.28		
	c. LEGAL ADMINISTRATION	$	25.74		
	d. FINANCE ADMINISTRATION	$	69.07		
	e. TREE TRIMMING	$	540.00		
	f. GAS & UTILITIES	$	125.60		
	g. EQUIPMENT	$	80.40		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	23.28		
	i. MADERA COUNTY PROCESSING FEES	$	25.84		
			TOTAL COSTS:	$	4,695.59
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,324.80
5.	TOTAL ASSESSMENT			$	3,039.90
6.	AVERAGE ASSESSMENT PER PARCEL				86.85

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17C - CAPISTRANO X, PHASE 4

TOTAL ASSESSMENT:
$3,039.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-480-001-000	$86.85			
2	009-480-002-000	$86.85			
3	009-480-003-000	$86.85			
4	009-480-004-000	$86.85			
5	009-480-005-000	$86.85			
6	009-480-006-000	$86.85			
7	009-480-007-000	$86.85			
8	009-480-008-000	$86.85			
9	009-480-009-000	$86.85			
10	009-480-010-000	$86.85			
11	009-480-011-000	$86.85			
12	009-480-012-000	$86.85			
13	009-480-013-000	$86.85			
14	009-480-014-000	$86.85			
15	009-480-015-000	$86.85			
16	009-480-016-000	$86.85			
17	009-480-017-000	$86.85			
18	009-480-018-000	$86.85			
19	009-480-019-000	$86.85			
20	009-480-020-000	$86.85			
21	009-480-021-000	$86.85			
22	009-480-022-000	$86.85			
23	009-480-023-000	$86.85			
24	009-480-024-000	$86.85			
25	009-480-025-000	$86.85			
26	009-480-026-000	$86.85			
27	009-480-027-000	$86.85			
28	009-480-028-000	$86.85			
29	009-480-029-000	$86.85			
30	009-480-030-000	$86.85			
31	009-480-031-000	$86.85			
32	009-480-032-000	$86.85			
33	009-480-033-000	$86.85			
34	009-480-034-000	$86.85			
35	009-480-035-000	$86.85			
	TOTAL	$3,039.90			

CITY OF MADERA

ZONE 17D

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	1,247.98
2.	LANDSCAPE MAINTENANCE COSTS	$	1,185.82		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	98.00		
	b. ENGINEERING ADMINISTRATION	$	392.27		
	c. LEGAL ADMINISTRATION	$	31.73		
	d. FINANCE ADMINISTRATION	$	85.13		
	e. TREE TRIMMING	$	400.00		
	f. GAS & UTILITIES	$	48.84		
	g. EQUIPMENT	$	47.57		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	13.78		
	i. MADERA COUNTY PROCESSING FEES	$	33.22		
			TOTAL COSTS:	$	2,336.36
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				630.20
5.	TOTAL ASSESSMENT			$	1,718.58
6.	AVERAGE ASSESSMENT PER PARCEL				38.19

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17D - CAPISTRANO XI, PHASE 1

TOTAL ASSESSMENT:
$1,718.58

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-490-001-000	$38.19	36	009-490-040-000	$38.19
2	009-490-002-000	$38.19	37	009-490-041-000	$38.19
3	009-490-003-000	$38.19	38	009-490-042-000	$38.19
4	009-490-004-000	$38.19	39	009-490-043-000	$38.19
5	009-490-005-000	$38.19	40	009-490-044-000	$38.19
6	009-490-006-000	$38.19	41	009-490-045-000	$38.19
7	009-490-063-000	$38.19	42	009-490-058-000	$38.19
8	009-490-009-000	$38.19	43	009-490-048-000	$38.19
9	009-490-010-000	$38.19	44	009-490-049-000	$38.19
10	009-490-011-000	$38.19	45	009-490-050-000	$38.19
11	009-490-012-000	$38.19		TOTAL	$1,718.58
12	009-490-013-000	$38.19			
13	009-490-014-000	$38.19			
14	009-490-015-000	$38.19			
15	009-490-016-000	$38.19			
16	009-490-057-000	$38.19			
17	009-490-019-000	$38.19			
18	009-490-020-000	$38.19			
19	009-490-021-000	$38.19			
20	009-490-022-000	$38.19			
21	009-490-023-000	$38.19			
22	009-490-024-000	$38.19			
23	009-490-025-000	$38.19			
24	009-490-026-000	$38.19			
25	009-490-060-000	$38.19			
26	009-490-059-000	$38.19			
27	009-490-031-000	$38.19			
28	009-490-032-000	$38.19			
29	009-490-033-000	$38.19			
30	009-490-034-000	$38.19			
31	009-490-035-000	$38.19			
32	009-490-036-000	$38.19			
33	009-490-037-000	$38.19			
34	009-490-038-000	$38.19			
35	009-490-039-000	$38.19			

CITY OF MADERA

ZONE 18

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	3,340.79
2.	LANDSCAPE MAINTENANCE COSTS	$	840.45		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,338.10		
	b. ENGINEERING ADMINISTRATION	$	458.86		
	c. LEGAL ADMINISTRATION	$	37.12		
	d. FINANCE ADMINISTRATION	$	99.58		
	e. TREE TRIMMING	$	923.00		
	f. GAS & UTILITIES	$	256.48		
	g. EQUIPMENT	$	52.97		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	44.80		
	i. MADERA COUNTY PROCESSING FEES	$	39.87		
			TOTAL COSTS:	$	4,091.22
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,383.81
5.	TOTAL ASSESSMENT			$	4,134.24
6.	AVERAGE ASSESSMENT PER PARCEL				76.56

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 18 - LINCOLN PLACE, PHASE 1, 2, & 3

TOTAL ASSESSMENT:
$4,134.24

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-451-001-000	$76.56	36	006-452-018-000	$76.56
2	006-451-002-000	$76.56	37	006-453-001-000	$76.56
3	006-451-003-000	$76.56	38	006-453-002-000	$76.56
4	006-451-004-000	$76.56	39	006-453-003-000	$76.56
5	006-451-005-000	$76.56	40	006-453-004-000	$76.56
6	006-451-006-000	$76.56	41	006-453-005-000	$76.56
7	006-451-007-000	$76.56	42	006-453-006-000	$76.56
8	006-451-008-000	$76.56	43	006-453-007-000	$76.56
9	006-451-009-000	$76.56	44	006-453-008-000	$76.56
10	006-451-010-000	$76.56	45	006-453-009-000	$76.56
11	006-451-011-000	$76.56	46	006-453-010-000	$76.56
12	006-451-012-000	$76.56	47	006-453-011-000	$76.56
13	006-451-013-000	$76.56	48	006-453-012-000	$76.56
14	006-451-014-000	$76.56	49	006-453-013-000	$76.56
15	006-451-015-000	$76.56	50	006-453-014-000	$76.56
16	006-451-016-000	$76.56	51	006-453-015-000	$76.56
17	006-451-017-000	$76.56	52	006-453-016-000	$76.56
18	006-451-018-000	$76.56	53	006-453-017-000	$76.56
19	006-452-001-000	$76.56	54	006-453-018-000	$76.56
20	006-452-002-000	$76.56			
				TOTAL	$4,134.24
21	006-452-003-000	$76.56			
22	006-452-004-000	$76.56			
23	006-452-005-000	$76.56			
24	006-452-006-000	$76.56			
25	006-452-007-000	$76.56			
26	006-452-008-000	$76.56			
27	006-452-009-000	$76.56			
28	006-452-010-000	$76.56			
29	006-452-011-000	$76.56			
30	006-452-012-000	$76.56			
31	006-452-013-000	$76.56			
32	006-452-014-000	$76.56			
33	006-452-015-000	$76.56			
34	006-452-016-000	$76.56			
35	006-452-017-000	$76.56			

CITY OF MADERA

ZONE 20A

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(126.86)
2.	LANDSCAPE MAINTENANCE COSTS	$	322.94		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	38.48		
	b. ENGINEERING ADMINISTRATION	$	310.88		
	c. LEGAL ADMINISTRATION	$	25.15		
	d. FINANCE ADMINISTRATION	$	67.47		
	e. TREE TRIMMING	$	68.00		
	f. GAS & UTILITIES	$	19.18		
	g. EQUIPMENT	$	32.79		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	53.00		
	i. MADERA COUNTY PROCESSING FEES	$	25.10		
			TOTAL COSTS:	$	962.99
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				231.06
5.	TOTAL ASSESSMENT			$	1,320.90
6.	AVERAGE ASSESSMENT PER PARCEL				38.85

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20A - LA JOLLA ESTATES, PHASE 1

TOTAL ASSESSMENT:
$1,320.90

Assessment Number	Assessor's Parcel Number	Assessment
1	005-250-001-000	$51.80
	005-250-002-000	$25.90
2	005-250-003-000	$51.80
	005-250-004-000	$25.90
3	005-250-005-000	$51.80
	005-250-006-000	$25.90
4	005-250-007-000	$51.80
	005-250-008-000	$25.90
5	005-250-009-000	$51.80
	005-250-010-000	$25.90
6	005-250-011-000	$51.80
	005-250-012-000	$25.90
7	005-250-013-000	$51.80
	005-250-014-000	$25.90
8	005-250-015-000	$51.80
	005-250-016-000	$25.90
9	005-250-017-000	$51.80
	005-250-018-000	$25.90
10	005-250-019-000	$51.80
	005-250-020-000	$25.90
11	005-250-021-000	$51.80
	005-250-022-000	$25.90
12	005-250-023-000	$51.80
	005-250-024-000	$25.90
13	005-250-025-000	$51.80
	005-250-026-000	$25.90
14	005-250-027-000	$51.80
	005-250-028-000	$25.90
15	005-250-029-000	$51.80
	005-250-030-000	$25.90
16	005-250-031-000	$51.80
	005-250-032-000	$25.90
17	005-250-033-000	$51.80
	005-250-034-000	$25.90
	TOTAL	$1,320.90

CITY OF MADERA

ZONE 20B

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	372.71
2.	LANDSCAPE MAINTENANCE COSTS	$	700.00		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	93.37		
	b. ENGINEERING ADMINISTRATION	$	288.69		
	c. LEGAL ADMINISTRATION	$	23.35		
	d. FINANCE ADMINISTRATION	$	62.65		
	e. TREE TRIMMING	$	180.00		
	f. GAS & UTILITIES	$	177.53		
	g. EQUIPMENT	$	44.75		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	11.88		
	i. MADERA COUNTY PROCESSING FEES	$	22.89		
			TOTAL COSTS:	$	1,605.11
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,232.40)
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20B - LA JOLLA ESTATES, PHASE 2

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-250-038-000	$0.00			
2	005-250-039-000	$0.00			
3	005-250-040-000	$0.00			
4	005-250-041-000	$0.00			
5	005-250-042-000	$0.00			
6	005-250-043-000	$0.00			
7	005-250-044-000	$0.00			
8	005-250-045-000	$0.00			
9	005-250-046-000	$0.00			
10	005-250-047-000	$0.00			
11	005-250-048-000	$0.00			
12	005-250-049-000	$0.00			
13	005-250-050-000	$0.00			
14	005-250-051-000	$0.00			
15	005-250-052-000	$0.00			
16	005-250-053-000	$0.00			
17	005-250-054-000	$0.00			
18	005-250-055-000	$0.00			
19	005-250-056-000	$0.00			
20	005-250-057-000	$0.00			
21	005-250-058-000	$0.00			
22	005-250-059-000	$0.00			
23	005-250-060-000	$0.00			
24	005-250-061-000	$0.00			
25	005-250-062-000	$0.00			
26	005-250-063-000	$0.00			
27	005-250-064-000	$0.00			
28	005-250-065-000	$0.00			
29	005-250-066-000	$0.00			
30	005-250-067-000	$0.00			
31	005-250-068-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 20C

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(1,256.06)
2.	LANDSCAPE MAINTENANCE COSTS	$	478.04		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	33.31		
	b. ENGINEERING ADMINISTRATION	$	177.70		
	c. LEGAL ADMINISTRATION	$	14.37		
	d. FINANCE ADMINISTRATION	$	38.57		
	e. TREE TRIMMING	$	68.00		
	f. GAS & UTILITIES	$	16.60		
	g. EQUIPMENT	$	36.05		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	7.02		
	i. MADERA COUNTY PROCESSING FEES	$	11.81		
			TOTAL COSTS:	$	881.48
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(831.25)
5.	TOTAL ASSESSMENT			$	1,306.28
6.	AVERAGE ASSESSMENT PER PARCEL				81.64

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20C - LA JOLLA ESTATES, PHASE 3

TOTAL ASSESSMENT:
$1,306.28

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-250-071-000	$81.64			
2	005-250-072-000	$81.64			
3	005-250-073-000	$81.64			
4	005-250-074-000	$81.64			
5	005-250-075-000	$81.64			
6	005-250-076-000	$81.64			
7	005-250-077-000	$81.64			
8	005-250-078-000	$81.64			
9	005-250-079-000	$81.64			
10	005-250-080-000	$81.64			
11	005-250-081-000	$81.64			
12	005-250-082-000	$81.64			
13	005-250-083-000	$81.64			
14	005-250-084-000	$81.64			
15	005-250-085-000	$81.64			
16	005-250-086-000	$81.64			
	TOTAL	$1,306.28			

CITY OF MADERA

ZONE 21

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	89,829.81
2.	LANDSCAPE MAINTENANCE COSTS	$	3,848.00		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	816.83		
	b. ENGINEERING ADMINISTRATION	$	384.87		
	c. LEGAL ADMINISTRATION	$	31.13		
	d. FINANCE ADMINISTRATION	$	83.53		
	e. TREE TRIMMING	$	1,710.00		
	f. GAS & UTILITIES	$	0.00		
	g. EQUIPMENT	$	246.01		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	13.92		
	i. MADERA COUNTY PROCESSING FEES	$	32.49		
			TOTAL COSTS:	$	7,166.77
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				82,663.04
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21A - HOME RANCH PHASE I

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-510-001-000	$0.00	36	006-510-057-000	$0.00
2	006-510-002-000	$0.00	37	006-510-058-000	$0.00
3	006-510-003-000	$0.00	38	006-510-059-000	$0.00
4	006-510-004-000	$0.00	39	006-510-060-000	$0.00
5	006-510-005-000	$0.00	40	006-510-061-000	$0.00
6	006-510-006-000	$0.00	41	006-510-062-000	$0.00
7	006-510-007-000	$0.00	42	006-510-063-000	$0.00
8	006-510-008-000	$0.00	43	006-510-064-000	$0.00
9	006-510-009-000	$0.00	44	006-510-065-000	$0.00
10	006-510-010-000	$0.00			
				TOTAL	$0.00
11	006-510-011-000	$0.00			
12	006-510-012-000	$0.00			
13	006-510-013-000	$0.00			
14	006-510-014-000	$0.00			
15	006-510-015-000	$0.00			
16	006-510-016-000	$0.00			
17	006-510-017-000	$0.00			
18	006-510-018-000	$0.00			
19	006-510-019-000	$0.00			
20	006-510-022-000	$0.00			
21	006-510-023-000	$0.00			
22	006-510-024-000	$0.00			
23	006-510-025-000	$0.00			
24	006-510-044-000	$0.00			
25	006-510-045-000	$0.00			
26	006-510-047-000	$0.00			
27	006-510-048-000	$0.00			
28	006-510-049-000	$0.00			
29	006-510-050-000	$0.00			
30	006-510-051-000	$0.00			
31	006-510-052-000	$0.00			
32	006-510-053-000	$0.00			
33	006-510-054-000	$0.00			
34	006-510-055-000	$0.00			
35	006-510-056-000	$0.00			

CITY OF MADERA

ZONE 21B

2018 - 2019

1.	BEGINNING FUND BALANCE			$	353.94
2.	LANDSCAPE MAINTENANCE COSTS	$	2,192.10		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	234.19		
	b. ENGINEERING ADMINISTRATION	$	592.04		
	c. LEGAL ADMINISTRATION	$	47.89		
	d. FINANCE ADMINISTRATION	$	128.49		
	e. TREE TRIMMING	$	293.00		
	f. GAS & UTILITIES	$	116.71		
	g. EQUIPMENT	$	72.63		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	4.04		
	i. MADERA COUNTY PROCESSING FEES	$	53.16		
			TOTAL COSTS:	$	3,734.23
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(423.15)
5.	TOTAL ASSESSMENT			$	2,957.14
6.	AVERAGE ASSESSMENT PER PARCEL				41.07

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21B - HOME RANCH PHASE II

TOTAL ASSESSMENT:
$2,957.14

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-510-061-000	$37.22	36	006-520-035-000	$37.22
2	006-510-062-000	$37.22	37	006-520-083-000	$82.16
3	006-510-063-000	$37.22	38	006-520-038-000	$37.22
4	006-520-086-000	$37.22	39	006-520-085-000	$82.16
5	006-520-087-000	$37.22	40	006-520-041-000	$37.22
6	006-520-003-000	$37.22	41	006-520-042-000	$37.22
7	006-520-004-000	$37.22	42	006-520-043-000	$37.22
8	006-520-005-000	$37.22	43	006-520-044-000	$37.22
9	006-520-006-000	$37.22	44	006-520-084-000	$82.16
10	006-520-007-000	$37.22	45	006-520-047-000	$37.22
11	006-520-008-000	$37.22	46	006-520-048-000	$37.22
12	006-520-009-000	$37.22	47	006-520-049-000	$37.22
13	006-520-010-000	$37.22	48	006-520-050-000	$37.22
14	006-520-011-000	$37.22	49	006-520-051-000	$37.22
15	006-520-012-000	$37.22	50	006-520-052-000	$37.22
16	006-520-013-000	$37.22	51	006-520-053-000	$37.22
17	006-520-014-000	$37.22	52	006-520-054-000	$37.22
18	006-520-015-000	$37.22	53	006-520-055-000	$37.22
19	006-520-016-000	$37.22	54	006-520-056-000	$37.22
20	006-520-017-000	$37.22	55	006-520-057-000	$37.22
21	006-520-018-000	$37.22	56	006-520-058-000	$37.22
22	006-520-019-000	$37.22	57	006-520-059-000	$37.22
23	006-520-020-000	$37.22	58	006-520-060-000	$37.22
24	006-520-021-000	$37.22	59	006-520-061-000	$37.22
25	006-520-022-000	$37.22	60	006-520-062-000	$37.22
26	006-520-023-000	$37.22	61	006-520-080-000	$54.78
27	006-520-024-000	$37.22	62	006-520-081-000	$54.78
28	006-520-025-000	$37.22	63	006-520-082-000	$54.78
29	006-520-027-000	$37.22	64	006-520-067-000	$37.22
30	006-520-026-000	$37.22	65	006-520-068-000	$37.22
31	006-520-079-000	$82.16	66	006-520-069-000	$37.22
32	006-520-030-000	$37.22	67	006-520-070-000	$37.22
33	006-520-077-000	$82.16	68	006-520-071-000	$37.22
34	006-520-033-000	$37.22	69	006-520-072-000	$37.22
35	006-520-034-000	$37.22	70	006-520-073-000	$37.22
71	006-520-074-000	$37.22			
72	006-520-075-000	$37.22			
	TOTAL	$2,957.19			

CITY OF MADERA

ZONE 21C

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(517.86)
2.	LANDSCAPE MAINTENANCE COSTS	$	5,218.27		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,077.98		
	b. ENGINEERING ADMINISTRATION	$	695.62		
	c. LEGAL ADMINISTRATION	$	56.27		
	d. FINANCE ADMINISTRATION	$	150.97		
	e. TREE TRIMMING	$	765.00		
	f. GAS & UTILITIES	$	537.22		
	g. EQUIPMENT	$	322.50		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.92		
	i. MADERA COUNTY PROCESSING FEES	$	63.49		
			TOTAL COSTS:	$	8,905.24
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				446.10
5.	TOTAL ASSESSMENT			$	9,869.20
6.	AVERAGE ASSESSMENT PER PARCEL				114.76

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21C - HOME RANCH PHASE III

TOTAL ASSESSMENT:
$9,869.20

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-562-001-000	$0.00	36	006-562-020-000	$0.00
2	006-562-002-000	$0.00	37	006-562-062-000	$0.00
3	006-562-003-000	$0.00	38	006-562-060-000	$0.00
4	006-562-063-000	$0.00	39	006-562-059-000	$0.00
5	006-561-001-000	$0.00	40	006-562-058-000	$0.00
6	006-561-002-000	$0.00	41	006-562-057-000	$0.00
7	006-561-003-000	$0.00	42	006-561-020-000	$0.00
8	006-561-004-000	$0.00	43	006-561-021-000	$0.00
9	006-561-005-000	$0.00	44	006-561-022-000	$0.00
10	006-561-006-000	$0.00	45	006-561-023-000	$0.00
11	006-561-007-000	$0.00	46	006-561-024-000	$0.00
12	006-561-008-000	$0.00	47	006-561-025-000	$0.00
13	006-561-009-000	$0.00	48	006-561-026-000	$0.00
14	006-561-010-000	$0.00	49	006-561-027-000	$0.00
15	006-561-011-000	$0.00	50	006-561-028-000	$0.00
16	006-561-012-000	$0.00	51	006-561-029-000	$0.00
17	006-561-013-000	$0.00	52	006-561-030-000	$0.00
18	006-561-014-000	$0.00	53	006-561-031-000	$0.00
19	006-561-015-000	$0.00	54	006-561-032-000	$0.00
20	006-562-006-000	$0.00	55	006-561-033-000	$0.00
21	006-562-007-000	$0.00	56	006-561-034-000	$0.00
22	006-562-008-000	$0.00	57	006-561-035-000	$0.00
23	006-562-009-000	$0.00	58	006-561-036-000	$0.00
24	006-562-010-000	$0.00	59	006-561-037-000	$0.00
25	006-562-011-000	$0.00	60	006-561-038-000	$0.00
26	006-562-012-000	$0.00	61	006-561-039-000	$0.00
27	006-562-013-000	$0.00	62	006-561-040-000	$0.00
28	006-562-064-000	$0.00	63	006-561-041-000	$0.00
29	006-561-043-000	$0.00	64	006-562-028-000	$0.00
30	006-561-018-000	$0.00	65	006-562-029-000	$0.00
31	006-561-019-000	$0.00	66	006-562-030-000	$0.00
32	006-562-016-000	$0.00	67	006-562-031-000	$0.00
33	006-562-017-000	$0.00	68	006-562-032-000	$0.00
34	006-562-018-000	$0.00	69	006-562-033-000	$0.00
35	006-562-019-000	$0.00	70	006-562-034-000	$0.00
71	006-562-035-000	$0.00			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
72	006-562-036-000	$0.00			
73	006-562-037-000	$0.00			
74	006-562-038-000	$0.00			
75	006-562-039-000	$0.00			
76	006-562-040-000	$0.00			
77	006-562-041-000	$0.00			
78	006-562-042-000	$0.00			
79	006-562-043-000	$0.00			
80	006-562-044-000	$0.00			
81	006-562-045-000	$0.00			
82	006-562-046-000	$0.00			
83	006-562-047-000	$0.00			
84	006-562-048-000	$0.00			
85	006-562-049-000	$0.00			
86	006-562-061-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 21D

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(14,025.59)
2.	LANDSCAPE MAINTENANCE COSTS	$	2,613.14		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	529.74		
	b. ENGINEERING ADMINISTRATION	$	458.86		
	c. LEGAL ADMINISTRATION	$	37.12		
	d. FINANCE ADMINISTRATION	$	99.58		
	e. TREE TRIMMING	$	833.00		
	f. GAS & UTILITIES	$	264.00		
	g. EQUIPMENT	$	160.72		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	8.94		
	i. MADERA COUNTY PROCESSING FEES	$	39.87		
			TOTAL COSTS:	$	5,044.96
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(6,428.59)
5.	TOTAL ASSESSMENT			$	12,641.96
6.	AVERAGE ASSESSMENT PER PARCEL				234.11

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21D - HOME RANCH PHASE IV

TOTAL ASSESSMENT:
$12,641.96

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-511-001-000	$234.11	36	006-511-036-000	$234.11
2	006-511-002-000	$234.11	37	006-511-037-000	$234.11
3	006-511-003-000	$234.11	38	006-511-038-000	$234.11
4	006-511-004-000	$234.11	39	006-511-039-000	$234.11
5	006-511-005-000	$234.11	40	006-511-040-000	$234.11
6	006-511-006-000	$234.11	41	006-511-041-000	$234.11
7	006-511-007-000	$234.11	42	006-511-042-000	$234.11
8	006-511-008-000	$234.11	43	006-511-043-000	$234.11
9	006-511-009-000	$234.11	44	006-511-044-000	$234.11
10	006-511-010-000	$234.11	45	006-511-045-000	$234.11
11	006-511-011-000	$234.11	46	006-511-046-000	$234.11
12	006-511-012-000	$234.11	47	006-511-047-000	$234.11
13	006-511-013-000	$234.11	48	006-511-048-000	$234.11
14	006-511-014-000	$234.11	49	006-511-049-000	$234.11
15	006-511-015-000	$234.11	50	006-511-050-000	$234.11
16	006-511-016-000	$234.11	51	006-511-051-000	$234.11
17	006-511-017-000	$234.11	52	006-511-052-000	$234.11
18	006-511-018-000	$234.11	53	006-511-053-000	$234.11
19	006-511-019-000	$234.11	54	006-511-054-000	$234.11
20	006-511-020-000	$234.11			
21	006-511-021-000	$234.11		TOTAL	$12,641.96
22	006-511-022-000	$234.11			
23	006-511-023-000	$234.11			
24	006-511-024-000	$234.11			
25	006-511-025-000	$234.11			
26	006-511-026-000	$234.11			
27	006-511-027-000	$234.11			
28	006-511-028-000	$234.11			
29	006-511-029-000	$234.11			
30	006-511-030-000	$234.11			
31	006-511-031-000	$234.11			
32	006-511-032-000	$234.11			
33	006-511-033-000	$234.11			
34	006-511-034-000	$234.11			
35	006-511-035-000	$234.11			

CITY OF MADERA

ZONE 23

.

2018 - 2019

1.	BEGINNING FUND BALANCE			$	0.00
2.	LANDSCAPE MAINTENANCE COSTS	$	0.00		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	43.85		
	b. ENGINEERING ADMINISTRATION	$	125.91		
	c. LEGAL ADMINISTRATION	$	10.18		
	d. FINANCE ADMINISTRATION	$	27.33		
	e. TREE TRIMMING	$	68.00		
	f. GAS & UTILITIES	$	10.09		
	g. EQUIPMENT	$	0.00		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
	i. MADERA COUNTY PROCESSING FEES	$	0.00		
			TOTAL COSTS:	$	285.36
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				36.66
5.	TOTAL ASSESSMENT			$	322.02
6.	AVERAGE ASSESSMENT PER PARCEL				35.78

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 23 - ELM ESTATES II

TOTAL ASSESSMENT:
$322.02

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-150-004-000	$35.78			
2	008-150-005-000	$35.78			
3	008-150-006-000	$35.78			
4	008-150-007-000	$35.78			
5	008-150-008-000	$35.78			
6	008-150-009-000	$35.78			
7	008-150-010-000	$35.78			
8	008-150-011-000	$35.78			
9	008-150-012-000	$35.78			
	TOTAL	$322.02			

CITY OF MADERA

ZONE 24

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2018 - 2019

1.	BEGINNING FUND BALANCE			$	4,311.09
2.	LANDSCAPE MAINTENANCE COSTS	$	7,593.57		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,484.40		
	b. ENGINEERING ADMINISTRATION	$	414.46		
	c. LEGAL ADMINISTRATION	$	33.52		
	d. FINANCE ADMINISTRATION	$	89.95		
	e. TREE TRIMMING	$	1,643.00		
	f. GAS & UTILITIES	$	1,170.76		
	g. EQUIPMENT	$	500.49		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	128.40		
	i. MADERA COUNTY PROCESSING FEES	$	35.44		
			TOTAL COSTS:	$	13,094.00
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,950.91
5.	TOTAL ASSESSMENT			$	12,733.83
6.	AVERAGE ASSESSMENT PER PARCEL				265.29

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 24 - VISTA DEL SIERRA (RDA)

TOTAL ASSESSMENT:
$12,733.83

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-120-003-000	$265.29	36	008-120-038-000	$265.29
2	008-120-004-000	$265.29	37	008-120-039-000	$265.29
3	008-120-005-000	$265.29	38	008-120-040-000	$265.29
4	008-120-006-000	$265.29	39	008-120-041-000	$265.29
5	008-120-007-000	$265.29	40	008-120-042-000	$265.29
6	008-120-008-000	$265.29	41	008-120-043-000	$265.29
7	008-120-009-000	$265.29	42	008-120-044-000	$265.29
8	008-120-010-000	$265.29	43	008-120-045-000	$265.29
9	008-120-011-000	$265.29	44	008-120-046-000	$265.29
10	008-120-012-000	$265.29	45	008-120-047-000	$265.29
11	008-120-013-000	$265.29	46	008-120-048-000	$265.29
12	008-120-014-000	$265.29	47	008-120-049-000	$265.29
13	008-120-015-000	$265.29	48	008-120-050-000	$265.29
14	008-120-016-000	$265.29			
15	008-120-017-000	$265.29			$12,733.83
16	008-120-018-000	$265.29			
17	008-120-019-000	$265.29			
18	008-120-020-000	$265.29			
19	008-120-021-000	$265.29			
20	008-120-022-000	$265.29			
21	008-120-023-000	$265.29			
22	008-120-024-000	$265.29			
23	008-120-025-000	$265.29			
24	008-120-026-000	$265.29			
25	008-120-027-000	$265.29			
26	008-120-028-000	$265.29			
27	008-120-029-000	$265.29			
28	008-120-030-000	$265.29			
29	008-120-031-000	$265.29			
30	008-120-032-000	$265.29			
31	008-120-033-000	$265.29			
32	008-120-034-000	$265.29			
33	008-120-035-000	$265.29			
34	008-120-036-000	$265.29			
35	008-120-037-000	$265.29			

CITY OF MADERA

ZONE 25C

2018 - 2019

+	BEGINNING FUND BALANCE			$	1,369.32
2.	LANDSCAPE MAINTENANCE COSTS	$	1,000.00		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	275.80		
	b. ENGINEERING ADMINISTRATION	$	370.07		
	c. LEGAL ADMINISTRATION	$	29.93		
	d. FINANCE ADMINISTRATION	$	80.31		
	e. TREE TRIMMING	$	360.00		
	f. GAS & UTILITIES	$	137.45		
	g. EQUIPMENT	$	63.93		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.42		
	i. MADERA COUNTY PROCESSING FEES	$	31.01		
	.				
			TOTAL COSTS:	$	2,365.93
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				603.39
5.	TOTAL ASSESSMENT			$	1,600.00
6	AVERAGE ASSESSMENT PER PARCEL				38.10

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 25C - COTTONWOOD PHASE III

TOTAL ASSESSMENT:
$1,600.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-570-001-000	$38.10	36	006-570-036-000	$38.10
2	006-570-002-000	$38.10	37	006-570-037-000	$38.10
3	006-570-003-000	$38.10	38	006-570-038-000	$38.10
4	006-570-004-000	$38.10	39	006-570-039-000	$38.10
5	006-570-005-000	$38.10	40	006-570-040-000	$38.10
6	006-570-006-000	$38.10	41	006-570-041-000	$38.10
7	006-570-007-000	$38.10	42	006-570-042-000	$38.10
8	006-570-008-000	$38.10			
9	006-570-009-000	$38.10			$1,600.00
10	006-570-010-000	$38.10			
11	006-570-011-000	$38.10			
12	006-570-012-000	$38.10			
13	006-570-013-000	$38.10			
14	006-570-014-000	$38.10			
15	006-570-015-000	$38.10			
16	006-570-016-000	$38.10			
17	006-570-017-000	$38.10			
18	006-570-018-000	$38.10			
19	006-570-019-000	$38.10			
20	006-570-020-000	$38.10			
21	006-570-021-000	$38.10			
22	006-570-022-000	$38.10			
23	006-570-023-000	$38.10			
24	006-570-024-000	$38.10			
25	006-570-025-000	$38.10			
26	006-570-026-000	$38.10			
27	006-570-027-000	$38.10			
28	006-570-028-000	$38.10			
29	006-570-029-000	$38.10			
30	006-570-030-000	$38.10			
31	006-570-031-000	$38.10			
32	006-570-032-000	$38.10			
33	006-570-033-000	$38.10			
34	006-570-034-000	$38.10			
35	006-570-035-000	$38.10			

CITY OF MADERA

ZONE 25D

2018 - 2019

+	BEGINNING FUND BALANCE			$	1,298.38
2.	LANDSCAPE MAINTENANCE COSTS	$	1,106.66		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	275.80		
	b. ENGINEERING ADMINISTRATION	$	347.88		
	c. LEGAL ADMINISTRATION	$	28.14		
	d. FINANCE ADMINISTRATION	$	75.50		
	e. TREE TRIMMING	$	360.00		
	f. GAS & UTILITIES	$	137.45		
	g. EQUIPMENT	$	68.72		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	16.18		
	i. MADERA COUNTY PROCESSING FEES	$	28.79		
			TOTAL COSTS:	$	2,445.12
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,293.41
5.	TOTAL ASSESSMENT			$	2,440.15
6.	AVERAGE ASSESSMENT PER PARCEL				62.57

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

Zone 25D - Cottonwood Esates Phase 4

TOTAL ASSESSMENT:
$2,440.15

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-580-001-000	$62.57	36	006-580-036-000	$62.57
2	006-580-002-000	$62.57	37	006-580-037-000	$62.57
3	006-580-003-000	$62.57	38	006-580-038-000	$62.57
4	006-580-004-000	$62.57	39	006-580-039-000	$62.57
5	006-580-005-000	$62.57			
				Total	$2,440.15
6	006-580-006-000	$62.57			
7	006-580-007-000	$62.57			
8	006-580-008-000	$62.57			
9	006-580-009-000	$62.57			
10	006-580-010-000	$62.57			
11	006-580-011-000	$62.57			
12	006-580-012-000	$62.57			
13	006-580-013-000	$62.57			
14	006-580-014-000	$62.57			
15	006-580-015-000	$62.57			
16	006-580-016-000	$62.57			
17	006-580-017-000	$62.57			
18	006-580-018-000	$62.57			
19	006-580-019-000	$62.57			
20	006-580-020-000	$62.57			
21	006-580-021-000	$62.57			
22	006-580-022-000	$62.57			
23	006-580-023-000	$62.57			
24	006-580-024-000	$62.57			
25	006-580-025-000	$62.57			
26	006-580-026-000	$62.57			
27	006-580-027-000	$62.57			
28	006-580-028-000	$62.57			
29	006-580-029-000	$62.57			
30	006-580-030-000	$62.57			
31	006-580-031-000	$62.57			
32	006-580-032-000	$62.57			
33	006-580-033-000	$62.57			
34	006-580-034-000	$62.57			
35	006-580-035-000	$62.57			

CITY OF MADERA

ZONE 26

2018 - 2019

1.	BEGINNING FUND BALANCE				$	(2,742.94)
2.	LANDSCAPE MAINTENANCE COSTS	$	869.89			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	44.18			
	b. ENGINEERING ADMINISTRATION	$	636.43			
	c. LEGAL ADMINISTRATION	$	51.48			
	d. FINANCE ADMINISTRATION	$	138.12			
	e. TREE TRIMMING	$	0.00			
	f. GAS & UTILITIES	$	142.02			
	g. EQUIPMENT	$	24.13			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	20.72			
	i. MADERA COUNTY PROCESSING FEES	$	57.59			
				TOTAL COSTS:	$	1,984.55
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(3,427.28)
5.	TOTAL ASSESSMENT				$	1,300.20
6.	AVERAGE ASSESSMENT PER PARCEL					16.67

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26 - CORDOVA ESTATES PHASE I & II

TOTAL ASSESSMENT:
$1,300.20

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-260-001-000	$16.67	36	005-260-036-000	$16.67
2	005-260-002-000	$16.67	37	005-260-037-000	$16.67
3	005-260-003-000	$16.67	38	005-260-038-000	$16.67
4	005-260-004-000	$16.67	39	005-260-039-000	$16.67
5	005-260-005-000	$16.67	40	005-260-040-000	$16.67
6	005-260-006-000	$16.67	41	005-260-041-000	$16.67
7	005-260-007-000	$16.67	42	005-260-042-000	$16.67
8	005-260-008-000	$16.67	43	005-260-043-000	$16.67
9	005-260-009-000	$16.67	44	005-260-044-000	$16.67
10	005-260-010-000	$16.67	45	005-260-045-000	$16.67
11	005-260-011-000	$16.67	46	005-260-046-000	$16.67
12	005-260-012-000	$16.67	47	005-260-047-000	$16.67
13	005-260-013-000	$16.67	48	005-260-048-000	$16.67
14	005-260-014-000	$16.67	49	005-260-049-000	$16.67
15	005-260-015-000	$16.67	50	005-260-050-000	$16.67
16	005-260-016-000	$16.67	51	005-260-051-000	$16.67
17	005-260-017-000	$16.67	52	005-260-052-000	$16.67
18	005-260-018-000	$16.67	53	005-260-053-000	$16.67
19	005-260-019-000	$16.67	54	005-260-054-000	$16.67
20	005-260-020-000	$16.67	55	005-260-055-000	$16.67
21	005-260-021-000	$16.67	56	005-260-056-000	$16.67
22	005-260-022-000	$16.67	57	005-260-057-000	$16.67
23	005-260-023-000	$16.67	58	005-260-058-000	$16.67
24	005-260-024-000	$16.67	59	005-260-059-000	$16.67
25	005-260-025-000	$16.67	60	005-260-060-000	$16.67
26	005-260-026-000	$16.67	61	005-260-061-000	$16.67
27	005-260-027-000	$16.67	62	005-260-062-000	$16.67
28	005-260-028-000	$16.67	63	005-260-063-000	$16.67
29	005-260-029-000	$16.67	64	005-260-064-000	$16.67
30	005-260-030-000	$16.67	65	005-260-065-000	$16.67
31	005-260-031-000	$16.67	66	005-260-066-000	$16.67
32	005-260-032-000	$16.67	67	005-260-067-000	$16.67
33	005-260-033-000	$16.67	68	005-260-068-000	$16.67
34	005-260-034-000	$16.67	69	005-260-069-000	$16.67
35	005-260-035-000	$16.67	70	005-260-070-000	$16.67

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	005-260-071-000	$16.67			
72	005-260-072-000	$16.67			
73	005-260-073-000	$16.67			
74	005-260-074-000	$16.67			
75	005-260-075-000	$16.67			
76	005-260-076-000	$16.67			
77	005-260-077-000	$16.67			
78	005-260-078-000	$16.67			
	TOTAL	$1,300.20			

CITY OF MADERA

ZONE 26B

2018 - 2019

1.	BEGINNING FUND BALANCE			$	305.03
2.	LANDSCAPE MAINTENANCE COSTS	$	2,394.55		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	118.20		
	b. ENGINEERING ADMINISTRATION	$	510.65		
	c. LEGAL ADMINISTRATION	$	41.30		
	d. FINANCE ADMINISTRATION	$	110.82		
	e. TREE TRIMMING	$	225.00		
	f. GAS & UTILITIES	$	58.91		
	g. EQUIPMENT	$	95.69		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	85.34		
	i. MADERA COUNTY PROCESSING FEES	$	45.04		
			TOTAL COSTS:	$	3,685.50
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,690.72)
5.	TOTAL ASSESSMENT			$	1,689.75
6.	AVERAGE ASSESSMENT PER PARCEL				27.70

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26B - CORDOVA ESTATES PHASE III

TOTAL ASSESSMENT:
$1,689.75

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-240-003-000	$27.70	36	005-240-040-000	$27.70
2	005-240-004-000	$27.70	37	005-240-041-000	$27.70
3	005-240-005-000	$27.70	38	005-240-042-000	$27.70
4	005-240-006-000	$27.70	39	005-240-043-000	$27.70
5	005-240-007-000	$27.70	40	005-240-044-000	$27.70
6	005-240-008-000	$27.70	41	005-240-045-000	$27.70
7	005-240-009-000	$27.70	42	005-240-046-000	$27.70
8	005-240-010-000	$27.70	43	005-240-047-000	$27.70
9	005-240-011-000	$27.70	44	005-240-048-000	$27.70
10	005-240-012-000	$27.70	45	005-240-049-000	$27.70
11	005-240-013-000	$27.70	46	005-240-050-000	$27.70
12	005-240-016-000	$27.70	47	005-240-051-000	$27.70
13	005-240-017-000	$27.70	48	005-240-052-000	$27.70
14	005-240-018-000	$27.70	49	005-240-053-000	$27.70
15	005-240-019-000	$27.70	50	005-240-054-000	$27.70
16	005-240-020-000	$27.70	51	005-240-055-000	$27.70
17	005-240-021-000	$27.70	52	005-240-056-000	$27.70
18	005-240-022-000	$27.70	53	005-240-057-000	$27.70
19	005-240-023-000	$27.70	54	005-240-058-000	$27.70
20	005-240-024-000	$27.70	55	005-240-059-000	$27.70
21	005-240-025-000	$27.70	56	005-240-060-000	$27.70
22	005-240-026-000	$27.70	57	005-240-061-000	$27.70
23	005-240-027-000	$27.70	58	005-240-062-000	$27.70
24	005-240-028-000	$27.70	59	005-240-064-000	$27.70
25	005-240-029-000	$27.70	60	005-240-065-000	$27.70
26	005-240-030-000	$27.70	61	005-240-066-000	$27.70
27	005-240-031-000	$27.70			
28	005-240-032-000	$27.70		TOTAL	$1,689.75
29	005-240-033-000	$27.70			
30	005-240-034-000	$27.70			
31	005-240-035-000	$27.70			
32	005-240-036-000	$27.70			
33	005-240-037-000	$27.70			
34	005-240-038-000	$27.70			
35	005-240-039-000	$27.70			

CITY OF MADERA

ZONE 26C

2018 - 2019

1.	BEGINNING FUND BALANCE				$	598.03
2.	LANDSCAPE MAINTENANCE COSTS	$	309.84			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	44.18			
	b. ENGINEERING ADMINISTRATION	$	444.06			
	c. LEGAL ADMINISTRATION	$	35.92			
	d. FINANCE ADMINISTRATION	$	96.37			
	e. TREE TRIMMING	$	113.00			
	f. GAS & UTILITIES	$	22.02			
	g. EQUIPMENT	$	10.02			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	13.80			
	i. MADERA COUNTY PROCESSING FEES	$	38.39			
				TOTAL COSTS:	$	1,127.59
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					416.86
5.	TOTAL ASSESSMENT				$	946.42
6.	AVERAGE ASSESSMENT PER PARCEL					18.20

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26C - CORDOVA ESTATES PHASE IV

TOTAL ASSESSMENT:
$946.42

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-241-002-000	$18.20	36	005-241-037-000	$18.20
2	005-241-003-000	$18.20	37	005-241-038-000	$18.20
3	005-241-004-000	$18.20	38	005-241-039-000	$18.20
4	005-241-005-000	$18.20	39	005-241-040-000	$18.20
5	005-241-006-000	$18.20	40	005-241-041-000	$18.20
6	005-241-007-000	$18.20	41	005-241-042-000	$18.20
7	005-241-008-000	$18.20	42	005-241-043-000	$18.20
8	005-241-009-000	$18.20	43	005-241-044-000	$18.20
9	005-241-010-000	$18.20	44	005-241-045-000	$18.20
10	005-241-011-000	$18.20	45	005-241-046-000	$18.20
11	005-241-012-000	$18.20	46	005-241-047-000	$18.20
12	005-241-013-000	$18.20	47	005-241-048-000	$18.20
13	005-241-014-000	$18.20	48	005-241-049-000	$18.20
14	005-241-015-000	$18.20	49	005-241-050-000	$18.20
15	005-241-016-000	$18.20	50	005-241-051-000	$18.20
16	005-241-017-000	$18.20	51	005-241-052-000	$18.20
17	005-241-018-000	$18.20	52	005-241-053-000	$18.20
18	005-241-019-000	$18.20			
19	005-241-020-000	$18.20		TOTAL	$946.42
20	005-241-021-000	$18.20			
21	005-241-022-000	$18.20			
22	005-241-023-000	$18.20			
23	005-241-024-000	$18.20			
24	005-241-025-000	$18.20			
25	005-241-026-000	$18.20			
26	005-241-027-000	$18.20			
27	005-241-028-000	$18.20			
28	005-241-029-000	$18.20			
29	005-241-030-000	$18.20			
30	005-241-031-000	$18.20			
31	005-241-032-000	$18.20			
32	005-241-033-000	$18.20			
33	005-241-034-000	$18.20			
34	005-241-035-000	$18.20			
35	005-241-036-000	$18.20			

CITY OF MADERA

ZONE 26D

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(945.35)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,499.49		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	118.20		
	b. ENGINEERING ADMINISTRATION	$	229.50		
	c. LEGAL ADMINISTRATION	$	18.56		
	d. FINANCE ADMINISTRATION	$	49.81		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	58.91		
	g. EQUIPMENT	$	37.21		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	32.18		
	i. MADERA COUNTY PROCESSING FEES	$	16.98		
		TOTAL COSTS:		$	2,060.83
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,328.73)
5.	TOTAL ASSESSMENT			$	677.45
6.	AVERAGE ASSESSMENT PER PARCEL				29.45

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26D - OAKWOOD ESTATES

TOTAL ASSESSMENT:
$677.45

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-161-001-000	$29.45			
2	005-161-002-000	$29.45			
3	005-161-003-000	$29.45			
4	005-161-004-000	$29.45			
5	005-161-005-000	$29.45			
6	005-161-006-000	$29.45			
7	005-161-007-000	$29.45			
8	005-161-008-000	$29.45			
9	005-161-009-000	$29.45			
10	005-161-010-000	$29.45			
11	005-161-011-000	$29.45			
12	005-161-012-000	$29.45			
13	005-161-013-000	$29.45			
14	005-161-014-000	$29.45			
15	005-161-015-000	$29.45			
16	005-161-016-000	$29.45			
17	005-161-017-000	$29.45			
18	005-161-018-000	$29.45			
19	005-161-019-000	$29.45			
20	005-161-020-000	$29.45			
21	005-161-021-000	$29.45			
22	005-161-022-000	$29.45			
23	005-161-023-000	$29.45			
	TOTAL	$677.45			

CITY OF MADERA

ZONE 27A

2018 - 2019

1.	BEGINNING FUND BALANCE			$	576.15
2.	LANDSCAPE MAINTENANCE COSTS	$	794.87		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	82.65		
	b. ENGINEERING ADMINISTRATION	$	399.67		
	c. LEGAL ADMINISTRATION	$	32.33		
	d. FINANCE ADMINISTRATION	$	86.74		
	e. TREE TRIMMING	$	203.00		
	f. GAS & UTILITIES	$	41.19		
	g. EQUIPMENT	$	31.04		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	5.12		
	i. MADERA COUNTY PROCESSING FEES	$	33.96		
			TOTAL COSTS:	$	1,710.56
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				310.92
5.	TOTAL ASSESSMENT			$	1,445.33
6.	AVERAGE ASSESSMENT PER PARCEL				31.42

ASSESSMENT ROLL
2018-2019 ASSESSMENTS
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 27A - VINEYARD WEST I

TOTAL ASSESSMENT:
$1,445.33

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-454-001-000	$31.42	36	006-454-036-000	$31.42
2	006-454-002-000	$31.42	37	006-454-037-000	$31.42
3	006-454-003-000	$31.42	38	006-454-038-000	$31.42
4	006-454-004-000	$31.42	39	006-454-039-000	$31.42
5	006-454-005-000	$31.42	40	006-454-040-000	$31.42
6	006-454-006-000	$31.42	41	006-454-041-000	$31.42
7	006-454-007-000	$31.42	42	006-454-042-000	$31.42
8	006-454-008-000	$31.42	43	006-454-043-000	$31.42
9	006-454-009-000	$31.42	44	006-454-044-000	$31.42
10	006-454-010-000	$31.42	45	006-454-045-000	$31.42
11	006-454-011-000	$31.42	46	006-454-046-000	$31.42
12	006-454-012-000	$31.42			
13	006-454-013-000	$31.42		TOTAL	$1,445.33
14	006-454-014-000	$31.42			
15	006-454-015-000	$31.42			
16	006-454-016-000	$31.42			
17	006-454-017-000	$31.42			
18	006-454-018-000	$31.42			
19	006-454-019-000	$31.42			
20	006-454-020-000	$31.42			
21	006-454-021-000	$31.42			
22	006-454-022-000	$31.42			
23	006-454-023-000	$31.42			
24	006-454-024-000	$31.42			
25	006-454-025-000	$31.42			
26	006-454-026-000	$31.42			
27	006-454-027-000	$31.42			
28	006-454-028-000	$31.42			
29	006-454-029-000	$31.42			
30	006-454-030-000	$31.42			
31	006-454-031-000	$31.42			
32	006-454-032-000	$31.42			
33	006-454-033-000	$31.42			
34	006-454-034-000	$31.42			
35	006-454-035-000	$31.42			

CITY OF MADERA

ZONE 27B

2018 - 2019

1.	BEGINNING FUND BALANCE			$	1,246.94
2.	LANDSCAPE MAINTENANCE COSTS	$	1,373.97		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	343.60		
	b. ENGINEERING ADMINISTRATION	$	384.87		
	c. LEGAL ADMINISTRATION	$	31.13		
	d. FINANCE ADMINISTRATION	$	83.53		
	e. TREE TRIMMING	$	315.00		
	f. GAS & UTILITIES	$	288.24		
	g. EQUIPMENT	$	54.31		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.28		
	i. MADERA COUNTY PROCESSING FEES		32.49		
			TOTAL COSTS:	$	2,924.42
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(415.36)
5.	TOTAL ASSESSMENT			$	1,262.12
6.	AVERAGE ASSESSMENT PER PARCEL				28.68

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 27B - VINEYARD WEST II

TOTAL ASSESSMENT:
$1,262.12

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-550-001-000	$28.68	36	006-550-036-000	$28.68
2	006-550-002-000	$28.68	37	006-550-037-000	$28.68
3	006-550-003-000	$28.68	38	006-550-038-000	$28.68
4	006-550-004-000	$28.68	39	006-550-039-000	$28.68
5	006-550-005-000	$28.68	40	006-550-040-000	$28.68
6	006-550-006-000	$28.68	41	006-550-041-000	$28.68
7	006-550-007-000	$28.68	42	006-550-042-000	$28.68
8	006-550-008-000	$28.68	43	006-550-043-000	$28.68
9	006-550-009-000	$28.68	44	006-550-044-000	$28.68
10	006-550-010-000	$28.68			
				TOTAL	$1,262.12
11	006-550-011-000	$28.68			
12	006-550-012-000	$28.68			
13	006-550-013-000	$28.68			
14	006-550-014-000	$28.68			
15	006-550-015-000	$28.68			
16	006-550-016-000	$28.68			
17	006-550-017-000	$28.68			
18	006-550-018-000	$28.68			
19	006-550-019-000	$28.68			
20	006-550-020-000	$28.68			
21	006-550-021-000	$28.68			
22	006-550-022-000	$28.68			
23	006-550-023-000	$28.68			
24	006-550-024-000	$28.68			
25	006-550-025-000	$28.68			
26	006-550-026-000	$28.68			
27	006-550-027-000	$28.68			
28	006-550-028-000	$28.68			
29	006-550-029-000	$28.68			
30	006-550-030-000	$28.68			
31	006-550-031-000	$28.68			
32	006-550-032-000	$28.68			
33	006-550-033-000	$28.68			
34	006-550-034-000	$28.68			
35	006-550-035-000	$28.68			

CITY OF MADERA

ZONE 28A

2018 - 2019

1.	BEGINNING FUND BALANCE			$	6,207.71
2.	LANDSCAPE MAINTENANCE COSTS	$	1,737.78		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	361.88		
	b. ENGINEERING ADMINISTRATION	$	1,139.54		
	c. LEGAL ADMINISTRATION	$	92.17		
	d. FINANCE ADMINISTRATION	$	247.31		
	e. TREE TRIMMING	$	833.00		
	f. GAS & UTILITIES	$	180.34		
	g. EQUIPMENT	$	120.02		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	92.50		
	i. MADERA COUNTY PROCESSING FEES	$	107.79		
			TOTAL COSTS:	$	4,912.34
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,175.36
5.	TOTAL ASSESSMENT			$	880.00
6.	AVERAGE ASSESSMENT PER PARCEL				6.03

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 28 - CAPISTRANO XII & XIV

TOTAL ASSESSMENT:
$880.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-500-002-000	$6.03	36	009-500-037-000	$6.03
2	009-500-003-000	$6.03	37	009-500-038-000	$6.03
3	009-500-004-000	$6.03	38	009-500-039-000	$6.03
4	009-500-005-000	$6.03	39	009-500-040-000	$6.03
5	009-500-006-000	$6.03	40	009-500-041-000	$6.03
6	009-500-007-000	$6.03	41	009-500-042-000	$6.03
7	009-500-008-000	$6.03	42	009-500-043-000	$6.03
8	009-500-009-000	$6.03	43	009-500-044-000	$6.03
9	009-500-010-000	$6.03	44	009-500-045-000	$6.03
10	009-500-011-000	$6.03	45	009-500-046-000	$6.03
11	009-500-012-000	$6.03	46	009-500-047-000	$6.03
12	009-500-013-000	$6.03	47	009-500-048-000	$6.03
13	009-500-014-000	$6.03	48	009-500-049-000	$6.03
14	009-500-015-000	$6.03	49	009-500-050-000	$6.03
15	009-500-016-000	$6.03	50	009-500-051-000	$6.03
16	009-500-017-000	$6.03	51	009-500-052-000	$6.03
17	009-500-018-000	$6.03	52	009-500-053-000	$6.03
18	009-500-019-000	$6.03	53	009-500-054-000	$6.03
19	009-500-020-000	$6.03	54	009-500-055-000	$6.03
20	009-500-021-000	$6.03	55	009-500-056-000	$6.03
21	009-500-022-000	$6.03	56	009-500-057-000	$6.03
22	009-500-023-000	$6.03	57	009-500-058-000	$6.03
23	009-500-024-000	$6.03	58	009-500-059-000	$6.03
24	009-500-025-000	$6.03	59	009-500-060-000	$6.03
25	009-500-026-000	$6.03	60	009-500-061-000	$6.03
26	009-500-027-000	$6.03	61	009-500-062-000	$6.03
27	009-500-028-000	$6.03	62	009-500-063-000	$6.03
28	009-500-029-000	$6.03	63	009-500-064-000	$6.03
29	009-500-030-000	$6.03	64	009-500-065-000	$6.03
30	009-500-031-000	$6.03	65	009-500-066-000	$6.03
31	009-500-032-000	$6.03	66	009-500-067-000	$6.03
32	009-500-033-000	$6.03	67	009-500-068-000	$6.03
33	009-500-034-000	$6.03	68	009-500-069-000	$6.03
34	009-500-035-000	$6.03	69	009-500-070-000	$6.03
35	009-500-036-000	$6.03	70	009-500-071-000	$6.03

Assessment Number	Assessor's Parcel Number	Assessment
71	009-500-072-000	$6.03
72	009-500-073-000	$6.03
73	009-500-074-000	$6.03
74	009-500-075-000	$6.03
75	009-500-076-000	$6.03
76	009-500-077-000	$6.03
77	009-500-078-000	$6.03
78	009-500-079-000	$6.03
79	009-500-080-000	$6.03
80	009-500-081-000	$6.03
81	009-500-082-000	$6.03
82	009-500-083-000	$6.03
83	009-500-084-000	$6.03
84	009-500-085-000	$6.03
85	009-500-086-000	$6.03
86	009-500-087-000	$6.03
87	009-530-001-000	$6.03
88	009-530-002-000	$6.03
89	009-530-003-000	$6.03
90	009-530-004-000	$6.03
91	009-530-005-000	$6.03
92	009-530-006-000	$6.03
93	009-530-007-000	$6.03
94	009-530-008-000	$6.03
95	009-530-009-000	$6.03
96	009-530-010-000	$6.03
97	009-530-011-000	$6.03
98	009-530-012-000	$6.03
99	009-530-013-000	$6.03
100	009-530-0014-000	$6.03
101	009-530-015-000	$6.03
102	009-530-016-000	$6.03
103	009-530-017-000	$6.03
104	009-530-018-000	$6.03
105	009-530-019-000	$6.03
106	009-530-020-000	$6.03
107	009-530-021-000	$6.03
108	009-530-022-000	$6.03
109	009-530-023-000	$6.03
110	009-530-024-000	$6.03
111	009-530-025-000	$6.03
112	009-530-026-000	$6.03
113	009-530-027-000	$6.03
114	009-530-028-000	$6.03
115	009-530-029-000	$6.03
116	009-530-030-000	$6.03
117	009-530-031-000	$6.03
118	009-530-032-000	$6.03
119	009-530-033-000	$6.03
120	009-530-034-000	$6.03
121	009-530-035-000	$6.03
122	009-530-036-000	$6.03
123	009-530-037-000	$6.03
124	009-530-038-000	$6.03
125	009-530-039-000	$6.03
126	009-530-040-000	$6.03
127	009-530-041-000	$6.03
128	009-530-042-000	$6.03
129	009-530-043-000	$6.03
130	009-530-044-000	$6.03
131	009-530-045-000	$6.03
132	009-530-046-000	$6.03
133	009-530-047-000	$6.03
134	009-530-048-000	$6.03
135	009-530-049-000	$6.03
136	009-530-050-000	$6.03
137	009-530-051-000	$6.03
138	009-530-052-000	$6.03
139	009-530-053-000	$6.03
140	009-530-054-000	$6.03
141	009-530-055-000	$6.03
142	009-530-056-000	$6.03
143	009-530-057-000	$6.03
144	009-530-058-000	$6.03
145	009-530-059-000	$6.03
146	009-530-060-000	$6.03
	TOTAL	$880.00

CITY OF MADERA

ZONE 28B

2018 - 2019

1.	BEGINNING FUND BALANCE				$	798.70
2.	LANDSCAPE MAINTENANCE COSTS	$	260.64			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	88.08			
	b. ENGINEERING ADMINISTRATION	$	614.23			
	c. LEGAL ADMINISTRATION	$	49.68			
	d. FINANCE ADMINISTRATION	$	133.30			
	e. TREE TRIMMING	$	180.00			
	f. GAS & UTILITIES	$	43.90			
	g. EQUIPMENT	$	16.84			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	15.30			
	i. MADERA COUNTY PROCESSING FEES	$	55.37			
				TOTAL COSTS:	$	1,457.35
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					554.70
5.	TOTAL ASSESSMENT				$	1,213.36
6.	AVERAGE ASSESSMENT PER PARCEL					16.18

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 28B - CAPISTRANO XIII

TOTAL ASSESSMENT:
$1,213.36

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-510-003-000	$16.18	36	009-510-038-000	$16.18
2	009-510-004-000	$16.18	37	009-510-039-000	$16.18
3	009-510-005-000	$16.18	38	009-510-040-000	$16.18
4	009-510-006-000	$16.18	39	009-510-041-000	$16.18
5	009-510-007-000	$16.18	40	009-510-042-000	$16.18
6	009-510-008-000	$16.18	41	009-510-043-000	$16.18
7	009-510-009-000	$16.18	42	009-510-044-000	$16.18
8	009-510-010-000	$16.18	43	009-510-049-000	$16.18
9	009-510-011-000	$16.18	44	009-510-050-000	$16.18
10	009-510-012-000	$16.18	45	009-510-051-000	$16.18
11	009-510-013-000	$16.18	46	009-510-052-000	$16.18
12	009-510-014-000	$16.18	47	009-510-053-000	$16.18
13	009-510-015-000	$16.18	48	009-510-054-000	$16.18
14	009-510-016-000	$16.18	49	009-510-055-000	$16.18
15	009-510-017-000	$16.18	50	009-510-056-000	$16.18
16	009-510-018-000	$16.18	51	009-510-057-000	$16.18
17	009-510-019-000	$16.18	52	009-510-058-000	$16.18
18	009-510-020-000	$16.18	53	009-510-059-000	$16.18
19	009-510-021-000	$16.18	54	009-510-060-000	$16.18
20	009-510-022-000	$16.18	55	009-510-061-000	$16.18
21	009-510-023-000	$16.18	56	009-510-062-000	$16.18
22	009-510-024-000	$16.18	57	009-510-063-000	$16.18
23	009-510-025-000	$16.18	58	009-510-064-000	$16.18
24	009-510-026-000	$16.18	59	009-510-065-000	$16.18
25	009-510-027-000	$16.18	60	009-510-066-000	$16.18
26	009-510-028-000	$16.18	61	009-510-067-000	$16.18
27	009-510-029-000	$16.18	62	009-510-068-000	$16.18
28	009-510-030-000	$16.18	63	009-510-069-000	$16.18
29	009-510-031-000	$16.18	64	009-510-070-000	$16.18
30	009-510-032-000	$16.18	65	009-510-071-000	$16.18
31	009-510-033-000	$16.18	66	009-510-072-000	$16.18
32	009-510-034-000	$16.18	67	009-510-073-000	$16.18
33	009-510-035-000	$16.18	68	009-510-074-000	$16.18
34	009-510-036-000	$16.18	69	009-510-075-000	$16.18
35	009-510-037-000	$16.18	70	009-510-076-000	$16.18
71	009-510-077-000	$16.18			
72	009-510-078-000	$16.18			
73	009-510-079-000	$16.18			
74	009-510-080-000	$16.18			
75	009-510-081-000	$16.18			
	TOTAL	$1,213.36			

CITY OF MADERA

ZONE 29

2018 - 2019

1.	BEGINNING FUND BALANCE				$	1,754.63
2.	LANDSCAPE MAINTENANCE COSTS	$	3,536.18			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	226.18			
	b. ENGINEERING ADMINISTRATION	$	577.24			
	c. LEGAL ADMINISTRATION	$	46.69			
	d. FINANCE ADMINISTRATION	$	125.27			
	e. TREE TRIMMING	$	495.00			
	f. GAS & UTILITIES	$	112.72			
	g. EQUIPMENT	$	186.75			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	20.62			
	i. MADERA COUNTY PROCESSING FEES	$	51.68			
				TOTAL COSTS:	$	5,378.33
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,762.24
5.	TOTAL ASSESSMENT				$	5,385.94
6.	AVERAGE ASSESSMENT PER PARCEL					76.94

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29 - CHATEAU AT THE VINEYARDS, PHASE I

TOTAL ASSESSMENT:
$5,385.94

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-420-001-000	$76.94	36	012-420-036-000	$76.94
2	012-420-002-000	$76.94	37	012-420-037-000	$76.94
3	012-420-003-000	$76.94	38	012-420-038-000	$76.94
4	012-420-004-000	$76.94	39	012-420-039-000	$76.94
5	012-420-005-000	$76.94	40	012-420-040-000	$76.94
6	012-420-006-000	$76.94	41	012-420-041-000	$76.94
7	012-420-007-000	$76.94	42	012-420-042-000	$76.94
8	012-420-008-000	$76.94	43	012-420-043-000	$76.94
9	012-420-009-000	$76.94	44	012-420-044-000	$76.94
10	012-420-010-000	$76.94	45	012-420-045-000	$76.94
11	012-420-011-000	$76.94	46	012-420-046-000	$76.94
12	012-420-012-000	$76.94	47	012-420-047-000	$76.94
13	012-420-013-000	$76.94	48	012-420-048-000	$76.94
14	012-420-014-000	$76.94	49	012-420-049-000	$76.94
15	012-420-015-000	$76.94	50	012-420-050-000	$76.94
16	012-420-016-000	$76.94	51	012-420-051-000	$76.94
17	012-420-017-000	$76.94	52	012-420-052-000	$76.94
18	012-420-018-000	$76.94	53	012-420-053-000	$76.94
19	012-420-019-000	$76.94	54	012-420-054-000	$76.94
20	012-420-020-000	$76.94	55	012-420-055-000	$76.94
21	012-420-021-000	$76.94	56	012-420-056-000	$76.94
22	012-420-022-000	$76.94	57	012-420-057-000	$76.94
23	012-420-023-000	$76.94	58	012-420-058-000	$76.94
24	012-420-024-000	$76.94	59	012-420-059-000	$76.94
25	012-420-025-000	$76.94	60	012-420-060-000	$76.94
26	012-420-026-000	$76.94	61	012-420-061-000	$76.94
27	012-420-027-000	$76.94	62	012-420-062-000	$76.94
28	012-420-028-000	$76.94	63	012-420-063-000	$76.94
29	012-420-029-000	$76.94	64	012-420-064-000	$76.94
30	012-420-030-000	$76.94	65	012-420-065-000	$76.94
31	012-420-031-000	$76.94	66	012-420-066-000	$76.94
32	012-420-032-000	$76.94	67	012-420-067-000	$76.94
33	012-420-033-000	$76.94	68	012-420-068-000	$76.94
34	012-420-034-000	$76.94	69	012-420-069-000	$76.94
35	012-420-035-000	$76.94	70	012-420-070-000	$76.94
				TOTAL	$5,385.94

CITY OF MADERA

ZONE 29B

2018 - 2019

1.	BEGINNING FUND BALANCE				$	7,225.45
2.	LANDSCAPE MAINTENANCE COSTS	$	2,439.24			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	226.18			
	b. ENGINEERING ADMINISTRATION	$	347.88			
	c. LEGAL ADMINISTRATION	$	28.14			
	d. FINANCE ADMINISTRATION	$	75.50			
	e. TREE TRIMMING	$	495.00			
	f. GAS & UTILITIES	$	112.72			
	g. EQUIPMENT	$	75.48			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	11.50			
	i. MADERA COUNTY PROCESSING FEES	$	28.79			
				TOTAL COSTS:	$	3,840.43
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					4,816.77
5.	TOTAL ASSESSMENT				$	1,431.75
6.	AVERAGE ASSESSMENT PER PARCEL					36.71

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29B - CHATEAU AT THE VINEYARDS, PHASE II

TOTAL ASSESSMENT:
$1,431.75

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-421-001-000	$36.71	36	012-421-036-000	$36.71
2	012-421-002-000	$36.71	37	012-421-037-000	$36.71
3	012-421-003-000	$36.71	38	012-421-038-000	$36.71
4	012-421-004-000	$36.71	39	012-421-039-000	$36.71
5	012-421-005-000	$36.71			
				TOTAL	$1,431.75
6	012-421-006-000	$36.71			
7	012-421-007-000	$36.71			
8	012-421-008-000	$36.71			
9	012-421-009-000	$36.71			
10	012-421-010-000	$36.71			
11	012-421-011-000	$36.71			
12	012-421-012-000	$36.71			
13	012-421-013-000	$36.71			
14	012-421-014-000	$36.71			
15	012-421-015-000	$36.71			
16	012-421-016-000	$36.71			
17	012-421-017-000	$36.71			
18	012-421-018-000	$36.71			
19	012-421-019-000	$36.71			
20	012-421-020-000	$36.71			
21	012-421-021-000	$36.71			
22	012-421-022-000	$36.71			
23	012-421-023-000	$36.71			
24	012-421-024-000	$36.71			
25	012-421-025-000	$36.71			
26	012-421-026-000	$36.71			
27	012-421-027-000	$36.71			
28	012-421-028-000	$36.71			
29	012-421-029-000	$36.71			
30	012-421-030-000	$36.71			
31	012-421-031-000	$36.71			
32	012-421-032-000	$36.71			
33	012421-033-000	$36.71			
34	012-421-034-000	$36.71			
35	012-421-035-000	$36.71			

CITY OF MADERA

ZONE 29C

2018 - 2019

1.	BEGINNING FUND BALANCE				$	1,172.39
2.	LANDSCAPE MAINTENANCE COSTS	$	1,054.45			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	126.81			
	b. ENGINEERING ADMINISTRATION	$	199.90			
	c. LEGAL ADMINISTRATION	$	16.17			
	d. FINANCE ADMINISTRATION	$	43.38			
	e. TREE TRIMMING	$	495.00			
	f. GAS & UTILITIES	$	194.20			
	g. EQUIPMENT	$	20.06			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	2.82			
	i. MADERA COUNTY PROCESSING FEES	$	14.03			
				TOTAL COSTS:	$	2,166.83
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					620.26
5.	TOTAL ASSESSMENT				$	1,614.70
6.	AVERAGE ASSESSMENT PER PARCEL					84.98

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29C - CHATEAU AT THE VINEYARDS, PHASE III

TOTAL ASSESSMENT:
$1,614.70

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-421-041-000	$84.98			
2	012-421-042-000	$84.98			
3	012-421-043-000	$84.98			
4	012-421-044-000	$84.98			
5	012-421-045-000	$84.98			
6	012-421-046-000	$84.98			
7	012-421-047-000	$84.98			
8	012-421-048-000	$84.98			
9	012-421-049-000	$84.98			
10	012-421-050-000	$84.98			
11	012-421-051-000	$84.98			
12	012-421-052-000	$84.98			
13	012-421-053-000	$84.98			
14	012-420-072-000	$84.98			
15	012-420-073-000	$84.98			
16	012-420-074-000	$84.98			
17	012-420-075-000	$84.98			
18	012-420-076-000	$84.98			
19	012-420-077-000	$84.98			
	TOTAL	$1,614.70			

CITY OF MADERA

ZONE 29D

2018 - 2019

1.	BEGINNING FUND BALANCE				$	2,931.55
2.	LANDSCAPE MAINTENANCE COSTS	$	1,804.17			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	226.18			
	b. ENGINEERING ADMINISTRATION	$	318.28			
	c. LEGAL ADMINISTRATION	$	25.74			
	d. FINANCE ADMINISTRATION	$	69.07			
	e. TREE TRIMMING	$	495.00			
	f. GAS & UTILITIES	$	112.72			
	g. EQUIPMENT	$	69.57			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	10.32			
	i. MADERA COUNTY PROCESSING FEES	$	25.84			
				TOTAL COSTS:	$	3,156.91
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,116.36
5.	TOTAL ASSESSMENT				$	2,341.72
6.	AVERAGE ASSESSMENT PER PARCEL					66.91

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29D - CHATEAU AT THE VINEYARDS, PHASE IV

TOTAL ASSESSMENT:
$2,341.72

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-422-001-000	$66.90			
2	012-422-002-000	$66.91			
3	012-422-003-000	$66.91			
4	012-422-004-000	$66.91			
5	012-422-005-000	$66.91			
6	012-422-006-000	$66.91			
7	012-422-007-000	$66.91			
8	012-422-008-000	$66.91			
9	012-422-009-000	$66.91			
10	012-422-010-000	$66.91			
11	012-422-011-000	$66.91			
12	012-422-012-000	$66.91			
13	012-422-013-000	$66.91			
14	012-422-014-000	$66.91			
15	012-422-015-000	$66.91			
16	012-422-016-000	$66.91			
17	012-422-017-000	$66.91			
18	012-422-018-000	$66.91			
19	012-422-019-000	$66.91			
20	012-422-020-000	$66.91			
21	012-422-021-000	$66.91			
22	012-422-022-000	$66.91			
23	012-422-023-000	$66.91			
24	012-422-024-000	$66.91			
25	012-422-025-000	$66.91			
26	012-422-026-000	$66.91			
27	012-422-027-000	$66.91			
28	012-422-028-000	$66.91			
29	012-422-029-000	$66.91			
30	012-422-030-000	$66.91			
31	012-422-031-000	$66.91			
32	012-422-032-000	$66.91			
33	012-422-033-000	$66.91			
34	012-422-034-000	$66.91			
35	012-422-035-000	$66.91			
	TOTAL	$2,341.71			

CITY OF MADERA

ZONE 29E

2018 - 2019

1.	BEGINNING FUND BALANCE				$	2,729.94
2.	LANDSCAPE MAINTENANCE COSTS	$	1,772.14			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	151.47			
	b. ENGINEERING ADMINISTRATION	$	236.89			
	c. LEGAL ADMINISTRATION	$	19.16			
	d. FINANCE ADMINISTRATION	$	51.41			
	e. TREE TRIMMING	$	495.00			
	f. GAS & UTILITIES	$	75.49			
	g. EQUIPMENT	$	35.45			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	4.34			
	i. MADERA COUNTY PROCESSING FEES	$	17.72			
				TOTAL COSTS:	$	2,859.07
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,909.88
5.	TOTAL ASSESSMENT				$	2,039.02
6.	AVERAGE ASSESSMENT PER PARCEL					84.96

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29E - CHATEAU AT THE VINEYARDS, EAST

TOTAL ASSESSMENT:
$2,039.02

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-450-001-000	$84.96			
2	012-450-002-000	$84.96			
3	012-450-003-000	$84.96			
4	012-450-004-000	$84.96			
5	012-450-005-000	$84.96			
6	012-450-006-000	$84.96			
7	012-450-007-000	$84.96			
8	012-450-008-000	$84.96			
9	012-450-009-000	$84.96			
10	012-450-010-000	$84.96			
11	012-450-011-000	$84.96			
12	012-450-012-000	$84.96			
13	012-450-013-000	$84.96			
14	012-450-014-000	$84.96			
15	012-450-015-000	$84.96			
16	012-450-016-000	$84.96			
17	012-450-017-000	$84.96			
18	012-450-018-000	$84.96			
19	012-450-019-000	$84.96			
20	012-450-020-000	$84.96			
21	012-450-021-000	$84.96			
22	012-450-022-000	$84.96			
23	012-450-023-000	$84.96			
24	012-450-024-000	$84.96			
	TOTAL	$2,039.02			

CITY OF MADERA

ZONE 30

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(991.43)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,052.39		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	63.14		
	b. ENGINEERING ADMINISTRATION	$	281.29		
	c. LEGAL ADMINISTRATION	$	22.75		
	d. FINANCE ADMINISTRATION	$	61.05		
	e. TREE TRIMMING	$	135.00		
	f. GAS & UTILITIES	$	31.46		
	g. EQUIPMENT	$	51.61		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	5.60		
	i. MADERA COUNTY PROCESSING FEES	$	22.15		
			TOTAL COSTS:	$	1,726.44
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(487.90)
5.	TOTAL ASSESSMENT			$	2,229.97
6.	AVERAGE ASSESSMENT PER PARCEL				74.33

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 30 - YOSEMITE ESTATES

TOTAL ASSESSMENT:
$2,229.97

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-210-005-000	$74.33			
2	012-210-006-000	$74.33			
3	012-210-007-000	$74.33			
4	012-210-008-000	$74.33			
5	012-210-009-000	$74.33			
6	012-210-010-000	$74.33			
7	012-210-011-000	$74.33			
8	012-210-012-000	$74.33			
9	012-210-013-000	$74.33			
10	012-210-014-000	$74.33			
11	012-210-015-000	$74.33			
12	012-210-016-000	$74.33			
13	012-210-017-000	$74.33			
14	012-210-018-000	$74.33			
15	012-210-019-000	$74.33			
16	012-210-020-000	$74.33			
17	012-210-021-000	$74.33			
18	012-210-022-000	$74.33			
19	012-210-023-000	$74.33			
20	012-210-024-000	$74.33			
21	012-210-025-000	$74.33			
22	012-210-026-000	$74.33			
23	012-210-027-000	$74.33			
24	012-210-028-000	$74.33			
25	012-210-029-000	$74.33			
26	012-210-030-000	$74.33			
27	012-210-031-000	$74.33			
28	012-210-032-000	$74.33			
29	012-210-033-000	$74.33			
30	012-210-034-000	$74.33			
	TOTAL	$2,229.97			

CITY OF MADERA

ZONE 31A

2018 - 2019

1.	BEGINNING FUND BALANCE				$	33,429.43
2.	LANDSCAPE MAINTENANCE COSTS	$	7,699.92			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	2,490.89			
	b. ENGINEERING ADMINISTRATION	$	754.81			
	c. LEGAL ADMINISTRATION	$	61.05			
	d. FINANCE ADMINISTRATION	$	163.81			
	e. TREE TRIMMING	$	1,604.00			
	f. GAS & UTILITIES	$	1,041.00			
	g. EQUIPMENT	$	775.35			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	54.00			
	i. MADERA COUNTY PROCESSING FEES	$	69.40			
				TOTAL COSTS:	$	14,714.24
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					30,476.47
5.	TOTAL ASSESSMENT				$	11,761.28
6.	AVERAGE ASSESSMENT PER PARCEL					125.12

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 31A - HIGHLANDS I

TOTAL ASSESSMENT:
$11,761.28

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-430-001-000	$125.12	36	012-430-036-000	$125.12
2	012-430-002-000	$125.12	37	012-430-037-000	$125.12
3	012-430-003-000	$125.12	38	012-431-001-000	$125.12
4	012-430-004-000	$125.12	39	012-431-002-000	$125.12
5	012-430-005-000	$125.12	40	012-431-003-000	$125.12
6	012-430-006-000	$125.12	41	012-431-004-000	$125.12
7	012-430-007-000	$125.12	42	012-431-005-000	$125.12
8	012-430-008-000	$125.12	43	012-431-006-000	$125.12
9	012-430-009-000	$125.12	44	012-431-007-000	$125.12
10	012-430-010-000	$125.12	45	012-431-008-000	$125.12
11	012-430-011-000	$125.12	46	012-431-009-000	$125.12
12	012-430-012-000	$125.12	47	012-431-010-000	$125.12
13	012-430-013-000	$125.12	48	012-431-011-000	$125.12
14	012-430-014-000	$125.12	49	012-431-012-000	$125.12
15	012-430-015-000	$125.12	50	012-431-013-000	$125.12
16	012-430-016-000	$125.12	51	012-431-014-000	$125.12
17	012-430-017-000	$125.12	52	012-431-015-000	$125.12
18	012-430-018-000	$125.12	53	012-431-016-000	$125.12
19	012-430-019-000	$125.12	54	012-431-017-000	$125.12
20	012-430-020-000	$125.12	55	012-431-018-000	$125.12
21	012-430-021-000	$125.12	56	012-431-019-000	$125.12
22	012-430-022-000	$125.12	57	012-431-020-000	$125.12
23	012-430-023-000	$125.12	58	012-431-021-000	$125.12
24	012-430-024-000	$125.12	59	012-431-022-000	$125.12
25	012-430-025-000	$125.12	60	012-431-023-000	$125.12
26	012-430-026-000	$125.12	61	012-431-024-000	$125.12
27	012-430-027-000	$125.12	62	012-431-025-000	$125.12
28	012-430-028-000	$125.12	63	012-431-026-000	$125.12
29	012-430-029-000	$125.12	64	012-431-027-000	$125.12
30	012-430-030-000	$125.12	65	012-431-028-000	$125.12
31	012-430-031-000	$125.12	66	012-431-029-000	$125.12
32	012-430-032-000	$125.12	67	012-431-030-000	$125.12
33	012-430-033-000	$125.12	68	012-431-031-000	$125.12
34	012-430-034-000	$125.12	69	012-431-032-000	$125.12
35	012-430-035-000	$125.12	70	012-431-033-000	$125.12

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-431-034-000	$125.12			
72	012-431-035-000	$125.12			
73	012-431-036-000	$125.12			
74	012-431-037-000	$125.12			
75	012-431-038-000	$125.12			
76	012-431-039-000	$125.12			
77	012-431-040-000	$125.12			
78	012-431-041-000	$125.12			
79	012-431-042-000	$125.12			
80	012-431-043-000	$125.12			
81	012-431-044-000	$125.12			
82	012-431-045-000	$125.12			
83	012-431-046-000	$125.12			
84	012-431-047-000	$125.12			
85	012-431-048-000	$125.12			
86	012-431-049-000	$125.12			
87	012-431-050-000	$125.12			
88	012-431-051-000	$125.12			
89	012-431-052-000	$125.12			
90	012-431-053-000	$125.12			
91	012-431-054-000	$125.12			
92	012-431-055-000	$125.12			
93	012-431-056-000	$125.12			
94	012-431-057-000	$125.12			
	TOTAL:	$11,761.28			

CITY OF MADERA

ZONE 31B

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(9,540.47)
2.	LANDSCAPE MAINTENANCE COSTS	$	15,797.39		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	3,255.22		
	b. ENGINEERING ADMINISTRATION	$	1,886.82		
	c. LEGAL ADMINISTRATION	$	152.62		
	d. FINANCE ADMINISTRATION	$	409.48		
	e. TREE TRIMMING	$	2,852.00		
	f. GAS & UTILITIES	$	0.00		
	g. EQUIPMENT	$	772.64		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	45.18		
	i. MADERA COUNTY PROCESSING FEES	$	182.36		
			TOTAL COSTS:	$	25,353.71
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(3,590.39)
5.	TOTAL ASSESSMENT			$	31,303.80
6.	AVERAGE ASSESSMENT PER PARCEL				126.74

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 31B - HIGHLANDS II

TOTAL ASSESSMENT:
$31,303.80

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-371-001-000	$115.68	36	012-372-009-000	$115.68
2	012-371-002-000	$115.68	37	012-372-010-000	$115.68
3	012-371-003-000	$115.68	38	012-372-011-000	$115.68
4	012-371-004-000	$115.68	39	012-372-012-000	$115.68
5	012-371-005-000	$115.68	40	012-372-013-000	$115.68
6	012-371-006-000	$115.68	41	012-372-014-000	$115.68
7	012-371-007-000	$115.68	42	012-372-015-000	$115.68
8	012-371-008-000	$115.68	43	012-372-016-000	$115.68
9	012-371-009-000	$115.68	44	012-372-017-000	$115.68
10	012-371-010-000	$115.68	45	012-372-018-000	$115.68
11	012-371-011-000	$115.68	46	012-372-019-000	$115.68
12	012-371-012-000	$115.68	47	012-372-020-000	$115.68
13	012-371-013-000	$115.68	48	012-372-021-000	$115.68
14	012-371-014-000	$115.68	49	012-372-022-000	$115.68
15	012-371-015-000	$115.68	50	012-372-023-000	$115.68
16	012-371-016-000	$115.68	51	012-372-024-000	$115.68
17	012-371-017-000	$115.68	52	012-373-001-000	$115.68
18	012-371-018-000	$115.68	53	012-373-002-000	$115.68
19	012-371-019-000	$115.68	54	012-373-003-000	$115.68
20	012-371-020-000	$115.68	55	012-373-004-000	$115.68
21	012-371-021-000	$115.68	56	012-373-005-000	$115.68
22	012-371-022-000	$115.68	57	012-373-006-000	$115.68
23	012-371-023-000	$115.68	58	012-373-007-000	$115.68
24	012-371-024-000	$115.68	59	012-373-008-000	$115.68
25	012-371-025-000	$115.68	60	012-373-009-000	$115.68
26	012-371-026-000	$115.68	61	012-373-010-000	$115.68
27	012-371-027-000	$115.68	62	012-373-011-000	$115.68
28	012-372-001-000	$115.68	63	012-373-012-000	$115.68
29	012-372-002-000	$115.68	64	012-373-013-000	$115.68
30	012-372-003-000	$115.68	65	012-373-014-000	$115.68
31	012-372-004-000	$115.68	66	012-373-015-000	$115.68
32	012-372-005-000	$115.68	67	012-373-016-000	$115.68
33	012-372-006-000	$115.68	68	012-373-017-000	$115.68
34	012-372-007-000	$115.68	69	012-373-018-000	$115.68
35	012-372-008-000	$115.68	70	012-373-019-000	$115.68
71	012-373-020-000	$115.68	116	012-371-055-000	$115.68
72	012-373-021-000	$115.68	117	012-371-056-000	$115.68
73	012-373-022-000	$115.68	118	012-371-057-000	$115.68

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
74	012-373-023-000	$115.68	119	012-371-058-000	$115.68
75	012-373-024-000	$115.68	120	012-371-059-000	$115.68
76	012-372-025-000	$115.68	121	012-371-060-000	$115.68
77	012-372-026-000	$115.68	122	012-371-061-000	$115.68
78	012-372-027-000	$115.68	123	012-371-062-000	$115.68
79	012-372-028-000	$115.68	124	012-371-063-000	$115.68
80	012-372-029-000	$115.68	125	012-371-064-000	$115.68
81	012-372-030-000	$115.68	126	012-371-065-000	$115.68
82	012-372-031-000	$115.68	127	012-371-066-000	$115.68
83	012-372-032-000	$115.68	128	012-371-067-000	$115.68
84	012-372-033-000	$115.68	129	012-371-068-000	$115.68
85	012-372-034-000	$115.68	130	012-371-069-000	$115.68
86	012-372-035-000	$115.68	131	012-372-038-000	$115.68
87	012-372-071-000	$115.68	132	012-372-039-000	$115.68
88	012-372-072-000	$115.68	133	012-372-040-000	$115.68
89	012-371-028-000	$115.68	134	012-372-041-000	$115.68
90	012-371-029-000	$115.68	135	012-372-042-000	$115.68
91	012-371-030-000	$115.68	136	012-372-043-000	$115.68
92	012-371-031-000	$115.68	137	012-372-044-000	$115.68
93	012-371-032-000	$115.68	138	012-372-045-000	$115.68
94	012-371-033-000	$115.68	139	012-372-046-000	$115.68
95	012-371-034-000	$115.68	140	012-372-047-000	$115.68
96	012-371-035-000	$115.68	141	012-372-048-000	$115.68
97	012-371-036-000	$115.68	142	012-372-049-000	$115.68
98	012-371-037-000	$115.68	143	012-372-050-000	$115.68
99	012-371-038-000	$115.68	144	012-372-051-000	$115.68
100	012-371-039-000	$115.68	145	012-372-052-000	$115.68
101	012-371-040-000	$115.68	146	012-372-053-000	$115.68
102	012-371-041-000	$115.68	147	012-372-054-000	$115.68
103	012-371-042-000	$115.68	148	012-372-055-000	$115.68
104	012-371-043-000	$115.68	149	012-372-056-000	$115.68
105	012-371-044-000	$115.68	150	012-372-057-000	$115.68
106	012-371-045-000	$115.68	151	012-372-058-000	$115.68
107	012-371-046-000	$115.68	152	012-372-059-000	$115.68
108	012-371-047-000	$115.68	153	012-372-060-000	$115.68
109	012-371-048-000	$115.68	154	012-372-061-000	$115.68
110	012-371-049-000	$115.68	155	012-372-062-000	$115.68
111	012-371-050-000	$115.68	156	012-372-063-000	$115.68
112	012-371-051-000	$115.68	157	012-372-064-000	$115.68
113	012-371-052-000	$115.68	158	012-373-025-000	$115.68
114	012-371-053-000	$115.68	159	012-373-026-000	$163.04
115	012-371-054-000	$115.68	160	012-373-027-000	$115.68

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
161	012-373-028-000	$163.04	206	012-373-056-000	$115.68
162	012-373-029-000	$115.68	207	012-373-057-000	$163.04
163	012-373-030-000	$122.66	208	012-373-058-000	$163.04
164	012-373-031-000	$163.04	209	012-374-018-000	$163.04
165	012-373-032-000	$115.68	210	012-374-019-000	$163.04
166	012-373-033-000	$163.04	211	012-374-020-000	$163.04
167	012-373-034-000	$163.04	212	012-374-021-000	$122.46
168	012-373-035-000	$163.04	213	012-374-022-000	$115.68
169	012-373-036-000	$163.04	214	012-374-023-000	$163.04
170	012-373-037-000	$163.04	215	012-374-024-000	$115.68
171	012-373-038-000	$163.04	216	012-374-025-000	$163.04
172	012-373-039-000	$115.68	217	012-374-026-000	$143.46
173	012-373-040-000	$115.68	218	012-374-027-000	$115.68
174	012-373-041-000	$163.04	219	012-374-028-000	$131.18
175	012-373-042-000	$115.68	220	012-374-029-000	$115.68
176	012-373-043-000	$115.68	221	012-374-030-000	$163.04
177	012-373-044-000	$163.04	222	012-374-031-000	$163.04
178	012-373-045-000	$115.68	223	012-374-032-000	$163.04
179	012-373-046-000	$163.04	224	012-374-033-000	$159.64
180	012-373-047-000	$163.04	225	012-374-034-000	$163.04
181	012-374-001-000	$163.04	226	012-374-035-000	$139.20
182	012-374-002-000	$115.68	227	012-374-036-000	$163.04
183	012-374-003-000	$163.04	228	012-374-037-000	$115.68
184	012-374-004-000	$163.04	229	012-374-038-000	$157.60
185	012-374-005-000	$163.04	230	012-374-039-000	$163.04
186	012-374-006-000	$163.04	231	012-374-040-000	$122.22
187	012-374-007-000	$115.68	232	012-373-059-000	$115.68
188	012-374-008-000	$163.04	233	012-373-060-000	$163.04
189	012-374-009-000	$163.04	234	012-373-061-000	$163.04
190	012-373-048-000	$115.68	235	012-373-062-000	$163.04
191	012-373-049-000	$115.68	236	012-373-063-000	$163.04
192	012-373-050-000	$115.68	237	012-373-064-000	$163.04
193	012-373-051-000	$115.68	238	012-373-065-000	$163.04
194	012-373-052-000	$115.68	239	012-373-066-000	$115.68
195	012-374-010-000	$115.68	240	012-373-067-000	$163.04
196	012-374-011-000	$163.04	241	012-373-068-000	$163.04
197	012-374-012-000	$163.04	242	012-373-069-000	$163.04
198	012-374-013-000	$163.04	243	012-373-070-000	$115.68
199	012-374-014-000	$163.04	244	012-373-071-000	$163.04
200	012-374-015-000	$163.04	245	012-372-065-000	$163.04
201	012-374-016-000	$115.68	246	012-372-066-000	$115.68
202	012-374-017-000	$163.04	247	012-372-067-000	$163.04
203	012-373-053-000	$163.04			
204	012-373-054-000	$163.04			
205	012-373-055-000	$163.04			
				TOTAL	$31,303.80

CITY OF MADERA

ZONE 32A

2018 - 2019

1.	BEGINNING FUND BALANCE				$	4,736.11
2.	LANDSCAPE MAINTENANCE COSTS	$	3,483.49			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	473.44			
	b. ENGINEERING ADMINISTRATION	$	399.67			
	c. LEGAL ADMINISTRATION	$	32.33			
	d. FINANCE ADMINISTRATION	$	86.74			
	e. TREE TRIMMING	$	698.00			
	f. GAS & UTILITIES	$	235.94			
	g. EQUIPMENT	$	153.24			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	93.14			
	i. MADERA COUNTY PROCESSING FEES	$	33.96			
				TOTAL COSTS:	$	5,689.94
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					3,340.72
5.	TOTAL ASSESSMENT				$	4,294.55
6.	AVERAGE ASSESSMENT PER PARCEL					93.36

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 32A - LA JOLLA ESTATES NORTH PHASE I

TOTAL ASSESSMENT:
$4,294.55

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-270-001-000	$93.36	36	005-270-036-000	$93.36
2	005-270-002-000	$93.36	37	005-270-037-000	$93.36
3	005-270-047-000	$93.36	38	005-270-038-000	$93.36
4	005-270-048-000	$93.36	39	005-270-039-000	$93.36
5	005-270-049-000	$93.36	40	005-270-040-000	$93.36
6	005-270-050-000	$93.36	41	005-270-041-000	$93.36
7	005-270-007-000	$93.36	42	005-270-042-000	$93.36
8	005-270-008-000	$93.36	43	005-270-043-000	$93.36
9	005-270-009-000	$93.36	44	005-270-044-000	$93.36
10	005-270-010-000	$93.36	45	005-270-053-000	$93.36
11	005-270-011-000	$93.36	46	005-270-054-000	$93.36
12	005-270-012-000	$93.36			
13	005-270-013-000	$93.36		TOTAL	$4,294.55
14	005-270-014-000	$93.36			
15	005-270-015-000	$93.36			
16	005-270-016-000	$93.36			
17	005-270-017-000	$93.36			
18	005-270-018-000	$93.36			
19	005-270-019-000	$93.36			
20	005-270-020-000	$93.36			
21	005-270-021-000	$93.36			
22	005-270-022-000	$93.36			
23	005-270-023-000	$93.36			
24	005-270-024-000	$93.36			
25	005-270-025-000	$93.36			
26	005-270-026-000	$93.36			
27	005-270-027-000	$93.36			
28	005-270-028-000	$93.36			
29	005-270-029-000	$93.36			
30	005-270-030-000	$93.36			
31	005-270-051-000	$93.36			
32	005-270-032-000	$93.36			
33	005-270-033-000	$93.36			
34	005-270-034-000	$93.36			
35	005-270-035-000	$93.36			

CITY OF MADERA

ZONE 32B

2018 - 2019

1.	BEGINNING FUND BALANCE				$	3,340.26
2.	LANDSCAPE MAINTENANCE COSTS	$	2,567.62			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	314.33			
	b. ENGINEERING ADMINISTRATION	$	407.07			
	c. LEGAL ADMINISTRATION	$	32.93			
	d. FINANCE ADMINISTRATION	$	88.34			
	e. TREE TRIMMING	$	743.00			
	f. GAS & UTILITIES	$	156.65			
	g. EQUIPMENT	$	114.16			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	158.54			
	i. MADERA COUNTY PROCESSING FEES	$	34.70			
				TOTAL COSTS:	$	4,617.34
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,520.33
5.	TOTAL ASSESSMENT				$	3,797.41
6.	AVERAGE ASSESSMENT PER PARCEL					80.80

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 32B - LA JOLLA ESTATES NORTH PHASE II

TOTAL ASSESSMENT:
$3,797.41

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-280-001-000	$80.80	36	005-280-036-000	$80.80
2	005-280-002-000	$80.80	37	005-280-037-000	$80.80
3	005-280-003-000	$80.80	38	005-280-038-000	$80.80
4	005-280-004-000	$80.80	39	005-280-039-000	$80.80
5	005-280-005-000	$80.80	40	005-280-040-000	$80.80
6	005-280-006-000	$80.80	41	005-280-041-000	$80.80
7	005-280-007-000	$80.80	42	005-280-042-000	$80.80
8	005-280-008-000	$80.80	43	005-280-043-000	$80.80
9	005-280-009-000	$80.80	44	005-280-044-000	$80.80
10	005-280-010-000	$80.80	45	005-280-045-000	$80.80
11	005-280-011-000	$80.80	46	005-280-046-000	$80.80
12	005-280-012-000	$80.80	47	005-280-047-000	$80.80
13	005-280-013-000	$80.80			
14	005-280-014-000	$80.80			
15	005-280-015-000	$80.80		TOTAL	$3,797.41
16	005-280-016-000	$80.80			
17	005-280-017-000	$80.80			
18	005-280-018-000	$80.80			
19	005-280-019-000	$80.80			
20	005-280-020-000	$80.80			
21	005-280-021-000	$80.80			
22	005-280-022-000	$80.80			
23	005-280-023-000	$80.80			
24	005-280-024-000	$80.80			
25	005-280-025-000	$80.80			
26	005-280-026-000	$80.80			
27	005-280-027-000	$80.80			
28	005-280-028-000	$80.80			
29	005-280-029-000	$80.80			
30	005-280-030-000	$80.80			
31	005-280-031-000	$80.80			
32	005-280-032-000	$80.80			
33	005-280-033-000	$80.80			
34	005-280-034-000	$80.80			
35	005-280-035-000	$80.80			

CITY OF MADERA

ZONE 33

2018 - 2019

1.	BEGINNING FUND BALANCE				$	3,783.15
2.	LANDSCAPE MAINTENANCE COSTS	$	3,798.48			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	495.74			
	b. ENGINEERING ADMINISTRATION	$	510.65			
	c. LEGAL ADMINISTRATION	$	41.30			
	d. FINANCE ADMINISTRATION	$	110.82			
	e. TREE TRIMMING	$	630.00			
	f. GAS & UTILITIES	$	247.05			
	g. EQUIPMENT	$	170.66			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	16.80			
	i. MADERA COUNTY PROCESSING FEES	$	45.04			
				TOTAL COSTS:	$	6,066.54
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,586.38
5.	TOTAL ASSESSMENT				$	4,869.78
6.	AVERAGE ASSESSMENT PER PARCEL					79.83

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 33 - SOUTH STAR

TOTAL ASSESSMENT:
$4,869.78

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-360-004-000	$79.83	36	012-360-039-000	$79.83
2	012-360-005-000	$79.83	37	012-360-040-000	$79.83
3	012-360-006-000	$79.83	38	012-360-041-000	$79.83
4	012-360-007-000	$79.83	39	012-360-042-000	$79.83
5	012-360-008-000	$79.83	40	012-360-043-000	$79.83
6	012-360-009-000	$79.83	41	012-360-044-000	$79.83
7	012-360-010-000	$79.83	42	012-360-045-000	$79.83
8	012-360-011-000	$79.83	43	012-360-046-000	$79.83
9	012-360-012-000	$79.83	44	012-360-047-000	$79.83
10	012-360-013-000	$79.83	45	012-360-048-000	$79.83
11	012-360-014-000	$79.83	46	012-360-049-000	$79.83
12	012-360-015-000	$79.83	47	012-360-050-000	$79.83
13	012-360-016-000	$79.83	48	012-360-051-000	$79.83
14	012-360-017-000	$79.83	49	012-360-052-000	$79.83
15	012-360-018-000	$79.83	50	012-360-053-000	$79.83
16	012-360-019-000	$79.83	51	012-360-054-000	$79.83
17	012-360-020-000	$79.83	52	012-360-055-000	$79.83
18	012-360-021-000	$79.83	53	012-360-056-000	$79.83
19	012-360-022-000	$79.83	54	012-360-057-000	$79.83
20	012-360-023-000	$79.83	55	012-360-058-000	$79.83
21	012-360-024-000	$79.83	56	012-360-059-000	$79.83
22	012-360-025-000	$79.83	57	012-360-060-000	$79.83
23	012-360-026-000	$79.83	58	012-360-061-000	$79.83
24	012-360-027-000	$79.83	59	012-360-062-000	$79.83
25	012-360-028-000	$79.83	60	012-360-063-000	$79.83
26	012-360-029-000	$79.83	61	012-360-064-000	$79.83
27	012-360-030-000	$79.83			
28	012-360-031-000	$79.83		TOTAL	$4,869.78
29	012-360-032-000	$79.83			
30	012-360-033-000	$79.83			
31	012-360-034-000	$79.83			
32	012-360-035-000	$79.83			
33	012-360-036-000	$79.83			
34	012-360-037-000	$79.83			
35	012-360-038-000	$79.83			

CITY OF MADERA

ZONE 34

2018 - 2019

1.	BEGINNING FUND BALANCE				$	57,975.60
2.	LANDSCAPE MAINTENANCE COSTS	$	5,313.74			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	594.61			
	b. ENGINEERING ADMINISTRATION	$	806.60			
	c. LEGAL ADMINISTRATION	$	65.24			
	d. FINANCE ADMINISTRATION	$	175.05			
	e. TREE TRIMMING	$	743.00			
	f. GAS & UTILITIES	$	296.33			
	g. EQUIPMENT	$	200.44			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	73.22			
	i. MADERA COUNTY PROCESSING FEES	$	74.57			
				TOTAL COSTS:	$	8,342.81
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					49,632.79
5.	TOTAL ASSESSMENT				$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL					0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34 - KENNEDY ESTATES PHASE I & II

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-300-001-000	$0.00	36	005-300-036-000	$0.00
2	005-300-002-000	$0.00	37	005-300-037-000	$0.00
3	005-300-003-000	$0.00	38	005-300-038-000	$0.00
4	005-300-004-000	$0.00	39	005-300-039-000	$0.00
5	005-300-005-000	$0.00	40	005-300-040-000	$0.00
6	005-300-006-000	$0.00	41	005-300-041-000	$0.00
7	005-300-007-000	$0.00	42	005-300-042-000	$0.00
8	005-300-008-000	$0.00	43	005-300-043-000	$0.00
9	005-300-009-000	$0.00	44	005-300-044-000	$0.00
10	005-300-010-000	$0.00	45	005-300-045-000	$0.00
11	005-300-011-000	$0.00	46	005-300-046-000	$0.00
12	005-300-012-000	$0.00	47	005-300-047-000	$0.00
13	005-300-013-000	$0.00	48	005-300-048-000	$0.00
14	005-300-014-000	$0.00	49	005-300-049-000	$0.00
15	005-300-015-000	$0.00	50	005-300-050-000	$0.00
16	005-300-016-000	$0.00	51	005-300-051-000	$0.00
17	005-300-017-000	$0.00	52	005-300-052-000	$0.00
18	005-300-018-000	$0.00	53	005-301-001-000	$0.00
19	005-300-019-000	$0.00	54	005-301-002-000	$0.00
20	005-300-020-000	$0.00	55	005-301-003-000	$0.00
21	005-300-021-000	$0.00	56	005-301-004-000	$0.00
22	005-300-022-000	$0.00	57	005-301-005-000	$0.00
23	005-300-023-000	$0.00	58	005-301-006-000	$0.00
24	005-300-024-000	$0.00	59	005-301-007-000	$0.00
25	005-300-025-000	$0.00	60	005-301-008-000	$0.00
26	005-300-026-000	$0.00	61	005-301-009-000	$0.00
27	005-300-027-000	$0.00	62	005-301-010-000	$0.00
28	005-300-028-000	$0.00	63	005-301-011-000	$0.00
29	005-300-029-000	$0.00	64	005-301-012-000	$0.00
30	005-300-030-000	$0.00	65	005-301-013-000	$0.00
31	005-300-031-000	$0.00	66	005-301-014-000	$0.00
32	005-300-032-000	$0.00	67	005-301-015-000	$0.00
33	005-300-033-000	$0.00	68	005-301-016-000	$0.00
34	005-300-034-000	$0.00	69	005-301-017-000	$0.00
35	005-300-035-000	$0.00	70	005-301-018-000	$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	005-301-019-000	$0.00			
72	005-301-020-000	$0.00			
73	005-301-021-000	$0.00			
74	005-301-022-000	$0.00			
75	005-301-023-000	$0.00			
76	005-301-024-000	$0.00			
77	005-301-025-000	$0.00			
78	005-301-026-000	$0.00			
79	005-301-027-000	$0.00			
80	005-301-028-000	$0.00			
81	005-301-029-000	$0.00			
82	005-301-030-000	$0.00			
83	005-301-031-000	$0.00			
84	005-301-032-000	$0.00			
85	005-301-033-000	$0.00			
86	005-301-034-000	$0.00			
87	005-301-035-000	$0.00			
88	005-301-036-000	$0.00			
89	005-301-037-000	$0.00			
90	005-301-038-000	$0.00			
91	005-301-039-000	$0.00			
92	005-301-040-000	$0.00			
93	005-301-041-000	$0.00			
94	005-301-042-000	$0.00			
95	005-301-043-000	$0.00			
96	005-301-044-000	$0.00			
97	005-301-045-000	$0.00			
98	005-301-046-000	$0.00			
99	005-301-047-000	$0.00			
100	005-301-048-000	$0.00			
101	005-301-049-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 34B

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(8,298.91)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,765.75		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	610.56		
	b. ENGINEERING ADMINISTRATION	$	436.66		
	c. LEGAL ADMINISTRATION	$	35.32		
	d. FINANCE ADMINISTRATION	$	94.77		
	e. TREE TRIMMING	$	383.00		
	f. GAS & UTILITIES	$	304.28		
	g. EQUIPMENT	$	108.95		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	59.00		
	i. MADERA COUNTY PROCESSING FEES	$	37.65		
			TOTAL COSTS:	$	3,835.93
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(3,066.84)
5.	TOTAL ASSESSMENT			$	9,068.00
6.	AVERAGE ASSESSMENT PER PARCEL				177.80

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34B
Kennedy Estates Phase 3
TOTAL ASSESSMENT:
$9,068.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-303-001-000	$177.80	36	005-303-037-000	$177.80
2	005-303-002-000	$177.80	37	005-303-038-000	$177.80
3	005-303-003-000	$177.80	38	005-303-039-000	$177.80
4	005-303-004-000	$177.80	39	005-303-040-000	$177.80
5	005-303-005-000	$177.80	40	005-303-041-000	$177.80
6	005-303-006-000	$177.80	41	005-303-042-000	$177.80
7	005-303-007-000	$177.80	42	005-303-043-000	$177.80
8	005-303-008-000	$177.80	43	005-303-044-000	$177.80
9	005-303-009-000	$177.80	44	005-303-045-000	$177.80
10	005-303-010-000	$177.80	45	005-303-046-000	$177.80
11	005-303-011-000	$177.80	46	005-303-047-000	$177.80
12	005-303-012-000	$177.80	47	005-303-048-000	$177.80
13	005-303-013-000	$177.80	48	005-303-049-000	$177.80
14	005-303-014-000	$177.80	49	005-303-050-000	$177.80
15	005-303-015-000	$177.80	50	005-303-051-000	$177.80
16	005-303-016-000	$177.80	51	005-303-052-000	$177.80
17	005-303-017-000	$177.80			
18	005-303-019-000	$177.80		TOTAL	$9,068.00
19	005-303-020-000	$177.80			
20	005-303-021-000	$177.80			
21	005-303-022-000	$177.80			
22	005-303-023-000	$177.80			
23	005-303-024-000	$177.80			
24	005-303-025-000	$177.80			
25	005-303-026-000	$177.80			
26	005-303-027-000	$177.80			
27	005-303-028-000	$177.80			
28	005-303-029-000	$177.80			
29	005-303-030-000	$177.80			
30	005-303-031-000	$177.80			
31	005-303-032-000	$177.80			
32	005-303-033-000	$177.80			
33	005-303-034-000	$177.80			
34	005-303-035-000	$177.80			
35	005-303-036-000	$177.80			

CITY OF MADERA

ZONE 34C

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(4,520.01)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,765.75		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	610.56		
	b. ENGINEERING ADMINISTRATION	$	436.66		
	c. LEGAL ADMINISTRATION	$	35.32		
	d. FINANCE ADMINISTRATION	$	94.77		
	e. TREE TRIMMING	$	383.00		
	f. GAS & UTILITIES	$	304.28		
	g. EQUIPMENT	$	108.95		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	59.00		
	i. MADERA COUNTY PROCESSING FEES	$	37.65		
			TOTAL COSTS:	$	3,835.93
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(13.47)
5.	TOTAL ASSESSMENT			$	8,342.47
6.	AVERAGE ASSESSMENT PER PARCEL				163.58

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34C
Kennedy Estates Phase 4
TOTAL ASSESSMENT:
$8,342.47

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-304-001-000	$163.58	36	005-304-036-000	$163.58
2	005-304-002-000	$163.58	37	005-304-037-000	$163.58
3	005-304-003-000	$163.58	38	005-304-038-000	$163.58
4	005-304-004-000	$163.58	39	005-304-039-000	$163.58
5	005-304-005-000	$163.58	40	005-304-040-000	$163.58
6	005-304-006-000	$163.58	41	005-304-041-000	$163.58
7	005-304-007-000	$163.58	42	005-304-042-000	$163.58
8	005-304-008-000	$163.58	43	005-304-043-000	$163.58
9	005-304-009-000	$163.58	44	005-304-044-000	$163.58
10	005-304-010-000	$163.58	45	005-304-045-000	$163.58
11	005-304-011-000	$163.58	46	005-304-046-000	$163.58
12	005-304-012-000	$163.58	47	005-304-047-000	$163.58
13	005-304-013-000	$163.58	48	005-304-048-000	$163.58
14	005-304-014-000	$163.58	49	005-304-049-000	$163.58
15	005-304-015-000	$163.58	50	005-304-050-000	$163.58
16	005-304-016-000	$163.58	51	005-304-051-000	$163.58
17	005-304-017-000	$163.58			
18	005-304-018-000	$163.58		TOTAL	$8,342.47
19	005-304-019-000	$163.58			
20	005-304-020-000	$163.58			
21	005-304-021-000	$163.58			
22	005-304-022-000	$163.58			
23	005-304-023-000	$163.58			
24	005-304-024-000	$163.58			
25	005-304-025-000	$163.58			
26	005-304-026-000	$163.58			
27	005-304-027-000	$163.58			
28	005-304-028-000	$163.58			
29	005-304-029-000	$163.58			
30	005-304-030-000	$163.58			
31	005-304-031-000	$163.58			
32	005-304-032-000	$163.58			
33	005-304-033-000	$163.58			
34	005-304-034-000	$163.58			
35	005-304-035-000	$163.58			

CITY OF MADERA

ZONE 35

2018 - 2019

1.	BEGINNING FUND BALANCE				$	1,491.58
2.	LANDSCAPE MAINTENANCE COSTS	$	995.75			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	183.94			
	b. ENGINEERING ADMINISTRATION	$	725.21			
	c. LEGAL ADMINISTRATION	$	58.66			
	d. FINANCE ADMINISTRATION	$	157.39			
	e. TREE TRIMMING	$	203.00			
	f. GAS & UTILITIES	$	91.67			
	g. EQUIPMENT	$	61.51			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	11.20			
	i. MADERA COUNTY PROCESSING FEES	$	66.45			
				TOTAL COSTS:	$	2,554.77
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,136.80
5.	TOTAL ASSESSMENT				$	2,200.00
6.	AVERAGE ASSESSMENT PER PARCEL					24.44

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 35 - SANTA BARBARA ESTATES

TOTAL ASSESSMENT:
$2,200.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-540-001-000	$24.44	36	009-540-036-000	$24.44
2	009-540-002-000	$24.44	37	009-540-037-000	$24.44
3	009-540-003-000	$24.44	38	009-540-038-000	$24.44
4	009-540-004-000	$24.44	39	009-540-039-000	$24.44
5	009-540-005-000	$24.44	40	009-540-040-000	$24.44
6	009-540-006-000	$24.44	41	009-540-041-000	$24.44
7	009-540-007-000	$24.44	42	009-540-042-000	$24.44
8	009-540-008-000	$24.44	43	009-540-043-000	$24.44
9	009-540-009-000	$24.44	44	009-540-044-000	$24.44
10	009-540-010-000	$24.44	45	009-540-045-000	$24.44
11	009-540-011-000	$24.44	46	009-540-046-000	$24.44
12	009-540-012-000	$24.44	47	009-540-047-000	$24.44
13	009-540-013-000	$24.44	48	009-540-048-000	$24.44
14	009-540-014-000	$24.44	49	009-540-049-000	$24.44
15	009-540-015-000	$24.44	50	009-540-050-000	$24.44
16	009-540-016-000	$24.44	51	009-540-051-000	$24.44
17	009-540-017-000	$24.44	52	009-540-052-000	$24.44
18	009-540-018-000	$24.44	53	009-540-053-000	$24.44
19	009-540-019-000	$24.44	54	009-540-054-000	$24.44
20	009-540-020-000	$24.44	55	009-540-055-000	$24.44
21	009-540-021-000	$24.44	56	009-540-056-000	$24.44
22	009-540-022-000	$24.44	57	009-540-057-000	$24.44
23	009-540-023-000	$24.44	58	009-540-058-000	$24.44
24	009-540-024-000	$24.44	59	009-540-059-000	$24.44
25	009-540-025-000	$24.44	60	009-540-060-000	$24.44
26	009-540-026-000	$24.44	61	009-540-061-000	$24.44
27	009-540-027-000	$24.44	62	009-540-062-000	$24.44
28	009-540-028-000	$24.44	63	009-540-063-000	$24.44
29	009-540-029-000	$24.44	64	009-540-064-000	$24.44
30	009-540-030-000	$24.44	65	009-540-065-000	$24.44
31	009-540-031-000	$24.44	66	009-540-066-000	$24.44
32	009-540-032-000	$24.44	67	009-540-067-000	$24.44
33	009-540-033-000	$24.44	68	009-540-068-000	$24.44
34	009-540-034-000	$24.44	69	009-540-069-000	$24.44
35	009-540-035-000	$24.44	70	009-540-070-000	$24.44

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-540-071-000	$24.44			
72	009-540-072-000	$24.44			
73	009-540-073-000	$24.44			
74	009-540-074-000	$24.44			
75	009-540-075-000	$24.44			
76	009-540-076-000	$24.44			
77	009-540-077-000	$24.44			
78	009-540-078-000	$24.44			
79	009-540-079-000	$24.44			
80	009-540-080-000	$24.44			
81	009-540-081-000	$24.44			
82	009-540-082-000	$24.44			
83	009-540-083-000	$24.44			
84	009-540-084-000	$24.44			
85	009-540-085-000	$24.44			
86	009-540-086-000	$24.44			
87	009-540-087-000	$24.44			
88	009-540-088-000	$24.44			
89	009-540-089-000	$24.44			
90	009-540-090-000	$24.44			
	TOTAL	$2,200.00			

CITY OF MADERA

ZONE 36A

2018 - 2019

1.	BEGINNING FUND BALANCE			$	5,467.68
2.	LANDSCAPE MAINTENANCE COSTS	$	4,159.62		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	405.66		
	b. ENGINEERING ADMINISTRATION	$	1,109.95		
	c. LEGAL ADMINISTRATION	$	89.78		
	d. FINANCE ADMINISTRATION	$	240.88		
	e. TREE TRIMMING	$	1,850.00		
	f. GAS & UTILITIES	$	202.16		
	g. EQUIPMENT	$	256.46		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	59.78		
	i. MADERA COUNTY PROCESSING FEES	$	104.84		
			TOTAL COSTS:	$	8,479.13
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,711.64
5.	TOTAL ASSESSMENT			$	6,723.10
6.	AVERAGE ASSESSMENT PER PARCEL				47.35

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36A
Mariposa Estates
TOTAL ASSESSMENT:
$6,723.10

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-291-001-000	$47.35	36	011-292-012-000	$47.35
2	011-291-002-000	$47.35	37	011-292-013-000	$47.35
3	011-291-003-000	$47.35	38	011-292-014-000	$47.35
4	011-291-004-000	$47.35	39	011-292-015-000	$47.35
5	011-291-005-000	$47.35	40	011-292-016-000	$47.35
6	011-291-006-000	$47.35	41	011-292-017-000	$47.35
7	011-291-007-000	$47.35	42	011-292-018-000	$47.35
8	011-291-008-000	$47.35	43	011-292-019-000	$47.35
9	011-291-009-000	$47.35	44	011-292-020-000	$47.35
10	011-291-010-000	$47.35	45	011-292-021-000	$47.35
11	011-291-011-000	$47.35	46	011-292-022-000	$47.35
12	011-291-012-000	$47.35	47	011-292-023-000	$47.35
13	011-291-013-000	$47.35	48	011-292-024-000	$47.35
14	011-291-014-000	$47.35	49	011-292-025-000	$47.35
15	011-291-015-000	$47.35	50	011-292-026-000	$47.35
16	011-291-016-000	$47.35	51	011-292-027-000	$47.35
17	011-291-017-000	$47.35	52	011-292-028-000	$47.35
18	011-291-018-000	$47.35	53	011-292-029-000	$47.35
19	011-291-019-000	$47.35	54	011-292-030-000	$47.35
20	011-291-020-000	$47.35	55	011-292-031-000	$47.35
21	011-291-021-000	$47.35	56	011-292-032-000	$47.35
22	011-291-022-000	$47.35	57	011-292-033-000	$47.35
23	011-291-023-000	$47.35	58	011-292-034-000	$47.35
24	011-291-024-000	$47.35	59	011-292-035-000	$47.35
25	011-292-001-000	$47.35	60	011-292-036-000	$47.35
26	011-292-002-000	$47.35	61	011-292-037-000	$47.35
27	011-292-003-000	$47.35	62	011-292-038-000	$47.35
28	011-292-004-000	$47.35	63	011-292-039-000	$47.35
29	011-292-005-000	$47.35	64	011-292-040-000	$47.35
30	011-292-006-000	$47.35	65	011-292-041-000	$47.35
31	011-292-007-000	$47.35	66	011-292-042-000	$47.35
32	011-292-008-000	$47.35	67	011-292-095-000	$47.35
33	011-292-009-000	$47.35	68	011-292-044-000	$47.35
34	011-292-010-000	$47.35	69	011-292-045-000	$47.35
35	011-292-011-000	$47.35	70	011-292-046-000	$47.35

Assessment Number	Assessor's Parcel Number	Assessment
71	011-292-047-000	$47.35
72	011-291-025-000	$47.35
73	011-291-026-000	$47.35
74	011-291-027-000	$47.35
75	011-291-028-000	$47.35
76	011-291-029-000	$47.35
77	011-291-030-000	$47.35
78	011-291-031-000	$47.35
79	011-291-032-000	$47.35
80	011-291-033-000	$47.35
81	011-291-034-000	$47.35
82	011-291-035-000	$47.35
83	011-291-036-000	$47.35
84	011-292-048-000	$47.35
85	011-292-049-000	$47.35
86	011-292-050-000	$47.35
87	011-292-051-000	$47.35
88	011-292-052-000	$47.35
89	011-292-053-000	$47.35
90	011-292-054-000	$47.35
91	011-292-055-000	$47.35
92	011-292-056-000	$47.35
93	011-292-096-000	$47.35
94	011-292-058-000	$47.35
95	011-292-059-000	$47.35
96	011-292-060-000	$47.35
97	011-292-061-000	$47.35
98	011-292-062-000	$47.35
99	011-292-063-000	$47.35
100	011-292-064-000	$47.35
101	011-292-065-000	$47.35
102	011-292-066-000	$47.35
103	011-292-067-000	$47.35
104	011-292-068-000	$47.35
105	011-292-069-000	$47.35
106	011-292-070-000	$47.35
107	011-292-071-000	$47.35
108	011-292-072-000	$47.35
109	011-292-073-000	$47.35
110	011-292-074-000	$47.35
111	011-292-075-000	$47.35
112	011-292-076-000	$47.35
113	011-292-077-000	$47.35
114	011-292-078-000	$47.35
115	011-291-037-000	$47.35
116	011-291-038-000	$47.35
117	011-291-039-000	$47.35
118	011-291-040-000	$47.35
119	011-291-041-000	$47.35
120	011-291-042-000	$47.35
121	011-292-079-000	$47.35
122	011-292-080-000	$47.35
123	011-292-081-000	$47.35
124	011-292-082-000	$47.35
125	011-292-083-000	$47.35
126	011-292-084-000	$47.35
127	011-292-085-000	$47.35
128	011-292-086-000	$47.35
129	011-292-087-000	$47.35
130	011-292-088-000	$47.35
131	011-292-089-000	$47.35
132	011-292-090-000	$47.35
133	011-292-091-000	$47.35
134	011-292-092-000	$47.35
135	011-291-043-000	$47.35
136	011-291-044-000	$47.35
137	011-291-045-000	$47.35
138	011-291-046-000	$47.35
139	011-291-047-000	$47.35
140	011-291-048-000	$47.35
141	011-292-094-000	$47.35
142	011-292-097-000	$47.35
	TOTAL	$6,723.10

CITY OF MADERA

ZONE 36B

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(3,025.01)
2.	LANDSCAPE MAINTENANCE COSTS	$	232.01		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	405.66		
	b. ENGINEERING ADMINISTRATION	$	133.31		
	c. LEGAL ADMINISTRATION	$	10.78		
	d. FINANCE ADMINISTRATION	$	28.93		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	202.16		
	g. EQUIPMENT	$	15.05		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	2.94		
	i. MADERA COUNTY PROCESSING FEES	$	7.38		
			TOTAL COSTS:	$	1,038.24
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,983.83)
5.	TOTAL ASSESSMENT			$	1,079.42
6.	AVERAGE ASSESSMENT PER PARCEL				107.94

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36B
Mariposa Estates II
TOTAL ASSESSMENT:
$1,079.42

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-260-008-000	$107.94			
2	011-260-009-000	$107.94			
3	011-260-010-000	$107.94			
4	011-260-011-000	$107.94			
5	011-260-012-000	$107.94			
6	011-260-013-000	$107.94			
7	011-260-014-000	$107.94			
8	011-260-015-000	$107.94			
9	011-260-016-000	$107.94			
10	011-260-017-000	$107.94			
	Total	$1,079.42			

CITY OF MADERA

ZONE 36C

2018 - 2019

1.	BEGINNING FUND BALANCE				$	8,835.71
2.	LANDSCAPE MAINTENANCE COSTS	$	1,690.08			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	217.72			
	b. ENGINEERING ADMINISTRATION	$	399.67			
	c. LEGAL ADMINISTRATION	$	32.33			
	d. FINANCE ADMINISTRATION	$	86.74			
	e. TREE TRIMMING	$	293.00			
	f. GAS & UTILITIES	$	108.50			
	g. EQUIPMENT	$	73.28			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	25.88			
	i. MADERA COUNTY PROCESSING FEES	$	33.96			
				TOTAL COSTS:	$	2,961.15
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					6,661.78
5.	TOTAL ASSESSMENT				$	787.23
6.	AVERAGE ASSESSMENT PER PARCEL					17.11

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36C - OLIVE ESTATES

TOTAL ASSESSMENT:
$787.23

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-272-002-000	$17.11	36	011-272-037-000	$17.11
2	011-272-003-000	$17.11	37	011-272-038-000	$17.11
3	011-272-004-000	$17.11	38	011-272-039-000	$17.11
4	011-272-005-000	$17.11	39	011-272-040-000	$17.11
5	011-272-006-000	$17.11	40	011-272-041-000	$17.11
6	011-272-007-000	$17.11	41	011-272-042-000	$17.11
7	011-272-008-000	$17.11	42	011-272-043-000	$17.11
8	011-272-009-000	$17.11	43	011-272-044-000	$17.11
9	011-272-010-000	$17.11	44	011-272-045-000	$17.11
10	011-272-011-000	$17.11	45	011-272-046-000	$17.11
11	011-272-012-000	$17.11	46	011-272-047-000	$17.11
12	011-272-013-000	$17.11			
13	011-272-014-000	$17.11		TOTAL	$787.23
14	011-272-015-000	$17.11			
15	011-272-016-000	$17.11			
16	011-272-017-000	$17.11			
17	011-272-018-000	$17.11			
18	011-272-019-000	$17.11			
19	011-272-020-000	$17.11			
20	011-272-021-000	$17.11			
21	011-272-022-000	$17.11			
22	011-272-023-000	$17.11			
23	011-272-024-000	$17.11			
24	011-272-025-000	$17.11			
25	011-272-026-000	$17.11			
26	011-272-027-000	$17.11			
27	011-272-028-000	$17.11			
28	011-272-029-000	$17.11			
29	011-272-030-000	$17.11			
30	011-272-031-000	$17.11			
31	011-272-032-000	$17.11			
32	011-272-033-000	$17.11			
33	011-272-034-000	$17.11			
34	011-272-035-000	$17.11			
35	011-272-036-000	$17.11			

CITY OF MADERA

ZONE 37

2018 - 2019

1.	BEGINNING FUND BALANCE				$	1,599.29
2.	LANDSCAPE MAINTENANCE COSTS	$	950.08			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	176.40			
	b. ENGINEERING ADMINISTRATION	$	799.20			
	c. LEGAL ADMINISTRATION	$	64.64			
	d. FINANCE ADMINISTRATION	$	173.45			
	e. TREE TRIMMING	$	383.00			
	f. GAS & UTILITIES	$	87.91			
	g. EQUIPMENT	$	59.23			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	16.80			
	i. MADERA COUNTY PROCESSING FEES	$	73.83			
				TOTAL COSTS:	$	2,784.54
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,219.55
5.	TOTAL ASSESSMENT				$	2,404.80
6.	AVERAGE ASSESSMENT PER PARCEL					24.05

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 37 - ALMOND TREE ESTATES

TOTAL ASSESSMENT:
$2,404.80

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-560-001-000	$24.05	36	009-561-019-000	$24.05
2	009-560-002-000	$24.05	37	009-561-020-000	$24.05
3	009-560-003-000	$24.05	38	009-561-021-000	$24.05
4	009-560-004-000	$24.05	39	009-561-022-000	$24.05
5	009-560-005-000	$24.05	40	009-561-023-000	$24.05
6	009-560-006-000	$24.05	41	009-561-024-000	$24.05
7	009-560-007-000	$24.05	42	009-561-025-000	$24.05
8	009-560-008-000	$24.05	43	009-561-026-000	$24.05
9	009-560-009-000	$24.05	44	009-561-027-000	$24.05
10	009-560-010-000	$24.05	45	009-561-028-000	$24.05
11	009-560-011-000	$24.05	46	009-561-029-000	$24.05
12	009-560-012-000	$24.05	47	009-561-030-000	$24.05
13	009-560-013-000	$24.05	48	009-561-031-000	$24.05
14	009-560-014-000	$24.05	49	009-561-032-000	$24.05
15	009-560-015-000	$24.05	50	009-561-033-000	$24.05
16	009-560-016-000	$24.05	51	009-560-018-000	$24.05
17	009-560-017-000	$24.05	52	009-560-019-000	$24.05
18	009-561-001-000	$24.05	53	009-560-020-000	$24.05
19	009-561-002-000	$24.05	54	009-560-021-000	$24.05
20	009-561-003-000	$24.05	55	009-560-022-000	$24.05
21	009-561-004-000	$24.05	56	009-560-023-000	$24.05
22	009-561-005-000	$24.05	57	009-560-024-000	$24.05
23	009-561-006-000	$24.05	58	009-560-025-000	$24.05
24	009-561-007-000	$24.05	59	009-560-026-000	$24.05
25	009-561-008-000	$24.05	60	009-560-027-000	$24.05
26	009-561-009-000	$24.05	61	009-560-028-000	$24.05
27	009-561-010-000	$24.05	62	009-560-029-000	$24.05
28	009-561-011-000	$24.05	63	009-560-030-000	$24.05
29	009-561-012-000	$24.05	64	009-560-031-000	$24.05
30	009-561-013-000	$24.05	65	009-560-032-000	$24.05
31	009-561-014-000	$24.05	66	009-560-033-000	$24.05
32	009-561-015-000	$24.05	67	009-560-034-000	$24.05
33	009-561-016-000	$24.05	68	009-560-035-000	$24.05
34	009-561-017-000	$24.05	69	009-560-036-000	$24.05
35	009-561-018-000	$24.05	70	009-560-037-000	$24.05

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-560-038-000	$24.05			
72	009-560-039-000	$24.05			
73	009-560-040-000	$24.05			
74	009-560-041-000	$24.05			
75	009-560-042-000	$24.05			
76	009-560-043-000	$24.05			
77	009-561-034-000	$24.05			
78	009-561-035-000	$24.05			
79	009-561-036-000	$24.05			
80	009-561-037-000	$24.05			
81	009-561-038-000	$24.05			
82	009-561-039-000	$24.05			
83	009-561-040-000	$24.05			
84	009-561-041-000	$24.05			
85	009-561-042-000	$24.05			
86	009-561-043-000	$24.05			
87	009-561-044-000	$24.05			
88	009-561-045-000	$24.05			
89	009-561-046-000	$24.05			
90	009-561-047-000	$24.05			
91	009-561-048-000	$24.05			
92	009-561-049-000	$24.05			
93	009-560-044-000	$24.05			
94	009-560-045-000	$24.05			
95	009-560-046-000	$24.05			
96	009-560-047-000	$24.05			
97	009-560-048-000	$24.05			
98	009-560-049-000	$24.05			
99	009-560-050-000	$24.05			
100	009-560-051-000	$24.05			
	TOTAL	$2,404.80			

CITY OF MADERA

ZONE 39

2018 - 2019

1.	BEGINNING FUND BALANCE				$	2,252.29
2.	LANDSCAPE MAINTENANCE COSTS	$	1,344.72			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	574.07			
	b. ENGINEERING ADMINISTRATION	$	666.02			
	c. LEGAL ADMINISTRATION	$	53.87			
	d. FINANCE ADMINISTRATION	$	144.54			
	e. TREE TRIMMING	$	473.00			
	f. GAS & UTILITIES	$	286.09			
	g. EQUIPMENT	$	82.98			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	11.20			
	i. MADERA COUNTY PROCESSING FEES	$	60.54			
				TOTAL COSTS:	$	3,697.05
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,611.34
5.	TOTAL ASSESSMENT				$	3,056.10
6.	AVERAGE ASSESSMENT PER PARCEL					37.27

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 39 - CARMEL HOMES III

TOTAL ASSESSMENT:
$3,056.10

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-470-001-000	$37.27	36	012-470-036-000	$37.27
2	012-470-002-000	$37.27	37	012-470-037-000	$37.27
3	012-470-003-000	$37.27	38	012-470-038-000	$37.27
4	012-470-004-000	$37.27	39	012-470-039-000	$37.27
5	012-470-005-000	$37.27	40	012-470-040-000	$37.27
6	012-470-006-000	$37.27	41	012-470-041-000	$37.27
7	012-470-007-000	$37.27	42	012-470-042-000	$37.27
8	012-470-008-000	$37.27	43	012-470-043-000	$37.27
9	012-470-009-000	$37.27	44	012-470-044-000	$37.27
10	012-470-010-000	$37.27	45	012-470-045-000	$37.27
11	012-470-011-000	$37.27	46	012-470-046-000	$37.27
12	012-470-012-000	$37.27	47	012-470-047-000	$37.27
13	012-470-013-000	$37.27	48	012-470-048-000	$37.27
14	012-470-014-000	$37.27	49	012-470-049-000	$37.27
15	012-470-015-000	$37.27	50	012-470-050-000	$37.27
16	012-470-016-000	$37.27	51	012-470-051-000	$37.27
17	012-470-017-000	$37.27	52	012-470-052-000	$37.27
18	012-470-018-000	$37.27	53	012-470-053-000	$37.27
19	012-470-019-000	$37.27	54	012-470-054-000	$37.27
20	012-470-020-000	$37.27	55	012-470-055-000	$37.27
21	012-470-021-000	$37.27	56	012-470-056-000	$37.27
22	012-470-022-000	$37.27	57	012-470-057-000	$37.27
23	012-470-023-000	$37.27	58	012-470-058-000	$37.27
24	012-470-024-000	$37.27	59	012-470-059-000	$37.27
25	012-470-025-000	$37.27	60	012-470-060-000	$37.27
26	012-470-026-000	$37.27	61	012-470-061-000	$37.27
27	012-470-027-000	$37.27	62	012-470-062-000	$37.27
28	012-470-028-000	$37.27	63	012-470-063-000	$37.27
29	012-470-029-000	$37.27	64	012-470-064-000	$37.27
30	012-470-030-000	$37.27	65	012-470-065-000	$37.27
31	012-470-031-000	$37.27	66	012-470-066-000	$37.27
32	012-470-032-000	$37.27	67	012-470-067-000	$37.27
33	012-470-033-000	$37.27	68	012-470-068-000	$37.27
34	012-470-034-000	$37.27	69	012-470-069-000	$37.27
35	012-470-035-000	$37.27	70	012-470-070-000	$37.27

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-470-071-000	$37.27			
72	012-470-072-000	$37.27			
73	012-470-073-000	$37.27			
74	012-470-074-000	$37.27			
75	012-470-075-000	$37.27			
76	012-470-076-000	$37.27			
77	012-470-077-000	$37.27			
78	012-470-078-000	$37.27			
79	012-470-079-000	$37.27			
80	012-470-080-000	$37.27			
81	012-470-081-000	$37.27			
82	012-470-082-000	$37.27			
	TOTAL	$3,056.10			

CITY OF MADERA

ZONE 40

2018 - 2019

1.	BEGINNING FUND BALANCE				$	3,522.44
2.	LANDSCAPE MAINTENANCE COSTS	$	2,238.16			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	397.40			
	b. ENGINEERING ADMINISTRATION	$	636.43			
	c. LEGAL ADMINISTRATION	$	51.48			
	d. FINANCE ADMINISTRATION	$	138.12			
	e. TREE TRIMMING	$	788.00			
	f. GAS & UTILITIES	$	198.05			
	g. EQUIPMENT	$	138.29			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	22.40			
	i. MADERA COUNTY PROCESSING FEES	$	57.59			
				TOTAL COSTS:	$	4,665.92
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,035.18
5.	TOTAL ASSESSMENT				$	3,178.66
6.	AVERAGE ASSESSMENT PER PARCEL					40.75

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 40 - TIERRA VISTA ESTATES

TOTAL ASSESSMENT:
$3,178.66

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-254-005-000	$40.75	36	012-254-040-000	$40.75
2	012-254-006-000	$40.75	37	012-254-041-000	$40.75
3	012-254-007-000	$40.75	38	012-254-042-000	$40.75
4	012-254-008-000	$40.75	39	012-254-043-000	$40.75
5	012-254-009-000	$40.75	40	012-254-044-000	$40.75
6	012-254-010-000	$40.75	41	012-254-045-000	$40.75
7	012-254-011-000	$40.75	42	012-254-046-000	$40.75
8	012-254-012-000	$40.75	43	012-254-047-000	$40.75
9	012-254-013-000	$40.75	44	012-254-048-000	$40.75
10	012-254-014-000	$40.75	45	012-254-049-000	$40.75
11	012-254-015-000	$40.75	46	012-254-050-000	$40.75
12	012-254-016-000	$40.75	47	012-254-051-000	$40.75
13	012-254-017-000	$40.75	48	012-254-052-000	$40.75
14	012-254-018-000	$40.75	49	012-254-053-000	$40.75
15	012-254-019-000	$40.75	50	012-254-054-000	$40.75
16	012-254-020-000	$40.75	51	012-254-055-000	$40.75
17	012-254-021-000	$40.75	52	012-254-056-000	$40.75
18	012-254-022-000	$40.75	53	012-254-057-000	$40.75
19	012-254-023-000	$40.75	54	012-254-058-000	$40.75
20	012-254-024-000	$40.75	55	012-254-059-000	$40.75
21	012-254-025-000	$40.75	56	012-254-060-000	$40.75
22	012-254-026-000	$40.75	57	012-254-061-000	$40.75
23	012-254-027-000	$40.75	58	012-254-062-000	$40.75
24	012-254-028-000	$40.75	59	012-254-063-000	$40.75
25	012-254-029-000	$40.75	60	012-254-064-000	$40.75
26	012-254-030-000	$40.75	61	012-254-065-000	$40.75
27	012-254-031-000	$40.75	62	012-254-066-000	$40.75
28	012-254-032-000	$40.75	63	012-254-067-000	$40.75
29	012-254-033-000	$40.75	64	012-254-068-000	$40.75
30	012-254-034-000	$40.75	65	012-254-069-000	$40.75
31	012-254-035-000	$40.75	66	012-254-070-000	$40.75
32	012-254-036-000	$40.75	67	012-254-071-000	$40.75
33	012-254-037-000	$40.75	68	012-254-072-000	$40.75
34	012-254-038-000	$40.75	69	012-254-073-000	$40.75
35	012-254-039-000	$40.75	70	012-254-074-000	$40.75

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-254-075-000	$40.75			
72	012-254-076-000	$40.75			
73	012-254-077-000	$40.75			
74	012-254-078-000	$40.75			
75	012-254-079-000	$40.75			
76	012-254-080-000	$40.75			
77	012-254-081-000	$40.75			
78	012-254-082-000	$40.75			
	Total	$3,178.66			

CITY OF MADERA

ZONE 41

2018 - 2019

1.	BEGINNING FUND BALANCE				$	6,230.10
2.	LANDSCAPE MAINTENANCE COSTS	$	2,546.94			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	277.48			
	b. ENGINEERING ADMINISTRATION	$	273.89			
	c. LEGAL ADMINISTRATION	$	22.15			
	d. FINANCE ADMINISTRATION	$	59.44			
	e. TREE TRIMMING	$	248.00			
	f. GAS & UTILITIES	$	138.28			
	g. EQUIPMENT	$	92.79			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	5.60			
	i. MADERA COUNTY PROCESSING FEES	$	21.41			
				TOTAL COSTS:	$	3,685.98
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,544.12
5.	TOTAL ASSESSMENT				$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL					0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 41 - Pond Place Estates

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-440-001-000	$0.00			
2	012-440-002-000	$0.00			
3	012-440-003-000	$0.00			
4	012-440-004-000	$0.00			
5	012-440-005-000	$0.00			
6	012-440-006-000	$0.00			
7	012-440-007-000	$0.00			
8	012-440-008-000	$0.00			
9	012-440-009-000	$0.00			
10	012-440-010-000	$0.00			
11	012-440-011-000	$0.00			
12	012-440-012-000	$0.00			
13	012-440-013-000	$0.00			
14	012-440-014-000	$0.00			
15	012-440-015-000	$0.00			
16	012-440-016-000	$0.00			
17	012-440-017-000	$0.00			
18	012-440-018-000	$0.00			
19	012-440-019-000	$0.00			
20	012-440-020-000	$0.00			
21	012-440-021-000	$0.00			
22	012-440-022-000	$0.00			
23	012-440-023-000	$0.00			
24	012-440-024-000	$0.00			
25	012-440-025-000	$0.00			
26	012-440-026-000	$0.00			
27	012-440-027-000	$0.00			
28	012-440-028-000	$0.00			
29	012-440-029-000	$0.00			
	Total	$0.00			

CITY OF MADERA

ZONE 43A

2018 - 2019

1.	BEGINNING FUND BALANCE			$	69,617.39
2.	LANDSCAPE MAINTENANCE COSTS	$	34,202.38		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	7,962.17		
	b. ENGINEERING ADMINISTRATION	$	2,323.35		
	c. LEGAL ADMINISTRATION	$	187.93		
	d. FINANCE ADMINISTRATION	$	504.22		
	e. TREE TRIMMING	$	2,385.00		
	f. GAS & UTILITIES	$	3,765.99		
	g. EQUIPMENT	$	2,107.91		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	308.28		
	i. MADERA COUNTY PROCESSING FEES	$	225.92		
		TOTAL COSTS:		$	53,747.22
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				23,644.25
5.	TOTAL ASSESSMENT			$	8,000.00
6.	AVERAGE ASSESSMENT PER PARCEL				26.14

This zone includes new improvements intended to enhance the neighborhood. Improvements include:14,540 square feet of landscape and hardscape materials, playground equipment. Inclusion of these improvements do not serve to increase the abase assessment.

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43A - ORCHARD POINTE PHASE I & II

TOTAL ASSESSMENT:
$8,000.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-340-004-000	$1,105.53	36	011-341-034-000	$20.10
2	011-340-005-000	$783.92	37	011-341-035-000	$20.10
3	011-341-001-000	$20.10	38	011-341-036-000	$20.10
4	011-341-002-000	$20.10	39	011-341-037-000	$20.10
5	011-341-003-000	$20.10	40	011-341-038-000	$20.10
6	011-341-004-000	$20.10	41	011-341-039-000	$20.10
7	011-341-005-000	$20.10	42	011-341-040-000	$20.10
8	011-341-006-000	$20.10	43	011-341-041-000	$20.10
9	011-341-007-000	$20.10	44	011-341-042-000	$20.10
10	011-341-008-000	$20.10	45	011-341-043-000	$20.10
11	011-341-009-000	$20.10	46	011-342-001-000	$20.10
12	011-341-010-000	$20.10	47	011-342-002-000	$20.10
13	011-341-011-000	$20.10	48	011-342-003-000	$20.10
14	011-341-012-000	$20.10	49	011-342-004-000	$20.10
15	011-341-013-000	$20.10	50	011-342-005-000	$20.10
16	011-341-014-000	$20.10	51	011-342-006-000	$20.10
17	011-341-015-000	$20.10	52	011-342-007-000	$20.10
18	011-341-016-000	$20.10	53	011-342-008-000	$20.10
19	011-341-017-000	$20.10	54	011-342-009-000	$20.10
20	011-341-018-000	$20.10	55	011-342-010-000	$20.10
21	011-341-019-000	$20.10	56	011-342-011-000	$20.10
22	011-341-020-000	$20.10	57	011-342-012-000	$20.10
23	011-341-021-000	$20.10	58	011-342-013-000	$20.10
24	011-341-022-000	$20.10	59	011-342-014-000	$20.10
25	011-341-023-000	$20.10	60	011-342-015-000	$20.10
26	011-341-024-000	$20.10	61	011-342-016-000	$20.10
27	011-341-025-000	$20.10	62	011-342-017-000	$20.10
28	011-341-026-000	$20.10	63	011-342-018-000	$20.10
29	011-341-027-000	$20.10	64	011-342-019-000	$20.10
30	011-341-028-000	$20.10	65	011-342-020-000	$20.10
31	011-341-029-000	$20.10	66	011-342-021-000	$20.10
32	011-341-030-000	$20.10	67	011-342-022-000	$20.10
33	011-341-031-000	$20.10	68	011-342-023-000	$20.10
34	011-341-032-000	$20.10	69	011-342-024-000	$20.10
35	011-341-033-000	$20.10	70	011-342-025-000	$20.10
71	011-342-026-000	$20.10	116	011-352-011-000	$20.10
72	011-342-027-000	$20.10	117	011-352-012-000	$20.10

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
73	011-342-028-000	$20.10	118	011-352-013-000	$20.10
74	011-342-029-000	$20.10	119	011-352-014-000	$20.10
75	011-342-030-000	$20.10	120	011-352-015-000	$20.10
76	011-342-031-000	$20.10	121	011-352-016-000	$20.10
77	011-342-032-000	$20.10	122	011-352-017-000	$20.10
78	011-342-033-000	$20.10	123	011-352-018-000	$20.10
79	011-342-034-000	$20.10	124	011-352-019-000	$20.10
80	011-342-035-000	$20.10	125	011-352-020-000	$20.10
81	011-342-036-000	$20.10	126	011-352-021-000	$20.10
82	011-342-037-000	$20.10	127	011-352-022-000	$20.10
83	011-342-038-000	$20.10	128	011-352-023-000	$20.10
84	011-342-039-000	$20.10	129	011-352-024-000	$20.10
85	011-342-040-000	$20.10	130	011-352-025-000	$20.10
86	011-342-041-000	$20.10	131	011-352-026-000	$20.10
87	011-342-042-000	$20.10	132	011-352-027-000	$20.10
88	011-342-043-000	$20.10	133	011-352-028-000	$20.10
89	011-342-044-000	$20.10	134	011-352-029-000	$20.10
90	011-342-045-000	$20.10	135	011-352-030-000	$20.10
91	011-342-046-000	$20.10	136	011-352-031-000	$20.10
92	011-342-047-000	$20.10	137	011-352-032-000	$20.10
93	011-342-048-000	$20.10	138	011-352-033-000	$20.10
94	011-342-049-000	$20.10	139	011-352-034-000	$20.10
95	011-342-050-000	$20.10	140	011-352-035-000	$20.10
96	011-342-051-000	$20.10	141	011-352-036-000	$20.10
97	011-342-052-000	$20.10	142	011-352-037-000	$20.10
98	011-342-053-000	$20.10	143	011-352-038-000	$20.10
99	011-342-054-000	$20.10	144	011-352-039-000	$20.10
100	011-342-055-000	$20.10	145	011-352-040-000	$20.10
101	011-342-056-000	$20.10	146	011-352-041-000	$20.10
102	011-342-057-000	$20.10	147	011-351-001-000	$20.10
103	011-342-058-000	$20.10	148	011-351-002-000	$20.10
104	011-342-059-000	$20.10	149	011-351-003-000	$20.10
105	011-342-060-000	$20.10	150	011-351-004-000	$20.10
106	011-352-001-000	$20.10	151	011-351-005-000	$20.10
107	011-352-002-000	$20.10	152	011-351-006-000	$20.10
108	011-352-003-000	$20.10	153	011-351-007-000	$20.10
109	011-352-004-000	$20.10	154	011-351-008-000	$20.10
110	011-352-005-000	$20.10	155	011-351-009-000	$20.10
111	011-352-006-000	$20.10	156	011-351-010-000	$20.10
112	011-352-007-000	$20.10	157	011-351-011-000	$20.10
113	011-352-008-000	$20.10	158	011-351-012-000	$20.10
114	011-352-009-000	$20.10	159	011-351-013-000	$20.10
115	011-352-010-000	$20.10	160	011-351-014-000	$20.10
161	011-351-015-000	$20.10	206	011-351-060-000	$20.10
162	011-351-016-000	$20.10	207	011-351-061-000	$20.10
163	011-351-017-000	$20.10	208	011-351-062-000	$20.10
164	011-351-018-000	$20.10	209	011-351-063-000	$20.10

Assessment Number	Assessor's Parcel Number	Assessment
165	011-351-019-000	$20.10
166	011-351-020-000	$20.10
167	011-351-021-000	$20.10
168	011-351-022-000	$20.10
169	011-351-023-000	$20.10
170	011-351-024-000	$20.10
171	011-351-025-000	$20.10
172	011-351-026-000	$20.10
173	011-351-027-000	$20.10
174	011-351-028-000	$20.10
175	011-351-029-000	$20.10
176	011-351-030-000	$20.10
177	011-351-031-000	$20.10
178	011-351-032-000	$20.10
179	011-351-033-000	$20.10
180	011-351-034-000	$20.10
181	011-351-035-000	$20.10
182	011-351-036-000	$20.10
183	011-351-037-000	$20.10
184	011-351-038-000	$20.10
185	011-351-039-000	$20.10
186	011-351-040-000	$20.10
187	011-351-041-000	$20.10
188	011-351-042-000	$20.10
189	011-351-043-000	$20.10
190	011-351-044-000	$20.10
191	011-351-045-000	$20.10
192	011-351-046-000	$20.10
193	011-351-047-000	$20.10
194	011-351-048-000	$20.10
195	011-351-049-000	$20.10
196	011-351-050-000	$20.10
197	011-351-051-000	$20.10
198	011-351-052-000	$20.10
199	011-351-053-000	$20.10
200	011-351-054-000	$20.10
201	011-351-055-000	$20.10
202	011-351-056-000	$20.10
203	011-351-057-000	$20.10
204	011-351-085-000	$20.10
205	011-351-086-000	$20.10
210	011-351-064-000	$20.10
211	011-351-065-000	$20.10
212	011-351-066-000	$20.10
213	011-351-067-000	$20.10
214	011-351-068-000	$20.10
215	011-351-069-000	$20.10
216	011-351-070-000	$20.10
217	011-351-071-000	$20.10
218	011-351-072-000	$20.10
219	011-351-073-000	$20.10
220	011-351-074-000	$20.10
221	011-351-075-000	$20.10
222	011-351-076-000	$20.10
223	011-351-077-000	$20.10
224	011-351-078-000	$20.10
225	011-351-079-000	$20.10
226	011-351-080-000	$20.10
227	011-350-001-000	$20.10
228	011-350-002-000	$20.10
229	011-350-003-000	$20.10
230	011-350-004-000	$20.10
231	011-350-005-000	$20.10
232	011-350-006-000	$20.10
233	011-350-007-000	$20.10
234	011-350-008-000	$20.10
235	011-350-009-000	$20.10
236	011-350-010-000	$20.10
237	011-350-011-000	$20.10
238	011-350-012-000	$20.10
239	011-350-013-000	$20.10
240	011-350-014-000	$20.10
241	011-350-015-000	$20.10
242	011-350-016-000	$20.10
243	011-350-017-000	$20.10
244	011-350-018-000	$20.10
245	011-350-019-000	$20.10
246	011-350-020-000	$20.10
247	011-350-021-000	$20.10
248	011-350-022-000	$20.10
249	011-350-023-000	$20.10
250	011-350-024-000	$20.10
251	011-350-025-000	$20.10
252	011-350-026-000	$20.10
253	011-350-027-000	$20.10
254	011-350-028-000	$20.10
255	011-350-029-000	$20.10
296	011-353-006-000	$20.10
297	011-353-007-000	$20.10
298	011-353-008-000	$20.10
299	011-353-009-000	$20.10
300	011-353-010-000	$20.10

Assessment Number	Assessor's Parcel Number	Assessment
256	011-350-030-000	$20.10
257	011-350-031-000	$20.10
258	011-350-032-000	$20.10
259	011-350-033-000	$20.10
260	011-350-034-000	$20.10
261	011-350-035-000	$20.10
262	011-350-036-000	$20.10
263	011-350-037-000	$20.10
264	011-350-038-000	$20.10
265	011-350-039-000	$20.10
266	011-350-040-000	$20.10
267	011-350-041-000	$20.10
268	011-350-042-000	$20.10
269	011-350-043-000	$20.10
270	011-350-044-000	$20.10
271	011-350-045-000	$20.10
272	011-350-046-000	$20.10
273	011-350-047-000	$20.10
274	011-350-048-000	$20.10
275	011-350-049-000	$20.10
276	011-350-050-000	$20.10
277	011-350-051-000	$20.10
278	011-350-052-000	$20.10
279	011-350-053-000	$20.10
280	011-350-054-000	$20.10
281	011-350-055-000	$20.10
282	011-350-056-000	$20.10
283	011-350-057-000	$20.10
284	011-350-058-000	$20.10
285	011-350-059-000	$20.10
286	011-350-060-000	$20.10
287	011-350-061-000	$20.10
288	011-350-062-000	$20.10
289	011-350-063-000	$20.10
290	011-350-064-000	$20.10
291	011-353-001-000	$20.10
292	011-353-002-000	$20.10
293	011-353-003-000	$20.10
294	011-353-004-000	$20.10
295	011-353-005-000	$20.10
301	011-353-011-000	$20.10
302	011-353-012-000	$20.10
303	011-353-013-000	$20.10
304	011-353-014-000	$20.10
305	011-353-015-000	$20.10
306	011-353-016-000	$20.10
	TOTAL	$8,000.00

CITY OF MADERA

ZONE 43C

2018 - 2019

1.	BEGINNING FUND BALANCE			$	5,969.97
2.	LANDSCAPE MAINTENANCE COSTS	$	11,995.05		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,895.75		
	b. ENGINEERING ADMINISTRATION	$	1,583.47		
	c. LEGAL ADMINISTRATION	$	128.08		
	d. FINANCE ADMINISTRATION	$	343.65		
	e. TREE TRIMMING	$	3,690.00		
	f. GAS & UTILITIES	$	944.76		
	g. EQUIPMENT	$	738.51		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	118.02		
	i. MADERA COUNTY PROCESSING FEES	$	152.09		
			TOTAL COSTS:	$	21,589.39
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				7,081.10
5.	TOTAL ASSESSMENT			$	22,700.51
6.	AVERAGE ASSESSMENT PER PARCEL				110.20

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43C - El Coronado Estates

TOTAL ASSESSMENT:
$22,700.51

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-331-001-000	$110.20	36	011-333-033-000	$110.20
2	011-331-002-000	$110.20	37	011-333-034-000	$110.20
3	011-331-003-000	$110.20	38	011-333-035-000	$110.20
4	011-333-001-000	$110.20	39	011-333-036-000	$110.20
5	011-333-002-000	$110.20	40	011-333-037-000	$110.20
6	011-333-003-000	$110.20	41	011-333-038-000	$110.20
7	011-333-004-000	$110.20	42	011-333-039-000	$110.20
8	011-333-005-000	$110.20	43	011-333-040-000	$110.20
9	011-333-006-000	$110.20	44	011-333-041-000	$110.20
10	011-333-007-000	$110.20	45	011-333-042-000	$110.20
11	011-333-008-000	$110.20	46	011-333-043-000	$110.20
12	011-333-009-000	$110.20	47	011-333-044-000	$110.20
13	011-333-010-000	$110.20	48	011-331-019-000	$110.20
14	011-333-011-000	$110.20	49	011-331-020-000	$110.20
15	011-333-012-000	$110.20	50	011-331-021-000	$110.20
16	011-333-013-000	$110.20	51	011-332-001-000	$110.20
17	011-333-014-000	$110.20	52	011-332-002-000	$110.20
18	011-333-015-000	$110.20	53	011-332-003-000	$110.20
19	011-333-016-000	$110.20	54	011-332-004-000	$110.20
20	011-333-017-000	$110.20	55	011-332-005-000	$110.20
21	011-333-018-000	$110.20	56	011-332-006-000	$110.20
22	011-333-019-000	$110.20	57	011-332-007-000	$110.20
23	011-333-020-000	$110.20	58	011-332-008-000	$110.20
24	011-333-021-000	$110.20	59	011-332-009-000	$110.20
25	011-333-022-000	$110.20	60	011-332-010-000	$110.20
26	011-333-023-000	$110.20	61	011-332-011-000	$110.20
27	011-333-024-000	$110.20	62	011-332-012-000	$110.20
28	011-333-025-000	$110.20	63	011-332-013-000	$110.20
29	011-333-026-000	$110.20	64	011-332-014-000	$110.20
30	011-333-027-000	$110.20	65	011-332-015-000	$110.20
31	011-333-028-000	$110.20	66	011-332-016-000	$110.20
32	011-333-029-000	$110.20	67	011-332-017-000	$110.20
33	011-333-030-000	$110.20	68	011-332-018-000	$110.20
34	011-333-031-000	$110.20	69	011-332-019-000	$110.20
35	011-333-032-000	$110.20	70	011-332-020-000	$110.20
71	011-332-021-000	$110.20	116	011-333-082-000	$110.20
72	011-332-022-000	$110.20	117	011-333-083-000	$110.20

Assessment Number	Assessor's Parcel Number	Assessment
73	011-332-023-000	$110.20
74	011-332-024-000	$110.20
75	011-332-025-000	$110.20
76	011-332-026-000	$110.20
77	011-332-027-000	$110.20
78	011-332-028-000	$110.20
79	011-333-045-000	$110.20
80	011-333-046-000	$110.20
81	011-333-047-000	$110.20
82	011-333-048-000	$110.20
83	011-333-049-000	$110.20
84	011-333-050-000	$110.20
85	011-333-051-000	$110.20
86	011-333-052-000	$110.20
87	011-333-053-000	$110.20
88	011-333-054-000	$110.20
89	011-333-055-000	$110.20
90	011-333-056-000	$110.20
91	011-333-057-000	$110.20
92	011-333-058-000	$110.20
93	011-333-059-000	$110.20
94	011-333-060-000	$110.20
95	011-333-061-000	$110.20
96	011-333-062-000	$110.20
97	011-333-063-000	$110.20
98	011-333-064-000	$110.20
99	011-333-065-000	$110.20
100	011-333-066-000	$110.20
101	011-333-067-000	$110.20
102	011-333-068-000	$110.20
103	011-333-069-000	$110.20
104	011-333-070-000	$110.20
105	011-333-071-000	$110.20
106	011-333-072-000	$110.20
107	011-333-073-000	$110.20
108	011-333-074-000	$110.20
109	011-333-075-000	$110.20
110	011-333-076-000	$110.20
111	011-333-077-000	$110.20
112	011-333-078-000	$110.20
113	011-333-079-000	$110.20
114	011-333-080-000	$110.20
115	011-333-081-000	$110.20
161	011-331-036-000	$110.20
162	011-331-037-000	$110.20
163	011-331-038-000	$110.20
164	011-331-039-000	$110.20
118	011-333-084-000	$110.20
119	011-333-085-000	$110.20
120	011-331-004-000	$110.20
121	011-331-005-000	$110.20
122	011-331-006-000	$110.20
123	011-331-007-000	$110.20
124	011-331-008-000	$110.20
125	011-331-009-000	$110.20
126	011-331-010-000	$110.20
127	011-331-011-000	$110.20
128	011-331-012-000	$110.20
129	011-331-013-000	$110.20
130	011-331-014-000	$110.20
131	011-331-015-000	$110.20
132	011-331-016-000	$110.20
133	011-331-017-000	$110.20
134	011-331-018-000	$110.20
135	011-333-086-000	$110.20
136	011-333-087-000	$110.20
137	011-333-088-000	$110.20
138	011-333-089-000	$110.20
139	011-333-090-000	$110.20
140	011-333-091-000	$110.20
141	011-333-092-000	$110.20
142	011-333-093-000	$110.20
143	011-333-094-000	$110.20
144	011-333-095-000	$110.20
145	011-333-096-000	$110.20
146	011-333-097-000	$110.20
147	011-331-022-000	$110.20
148	011-331-023-000	$110.20
149	011-331-024-000	$110.20
150	011-331-025-000	$110.20
151	011-331-026-000	$110.20
152	011-331-027-000	$110.20
153	011-331-028-000	$110.20
154	011-331-029-000	$110.20
155	011-331-030-000	$110.20
156	011-331-031-000	$110.20
157	011-331-032-000	$110.20
158	011-331-033-000	$110.20
159	011-331-034-000	$110.20
160	011-331-035-000	$110.20
206	011-332-058-000	$110.20
	Total	$22,700.51

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
165	011-331-040-000	$110.20			
166	011-331-041-000	$110.20			
167	011-331-042-000	$110.20			
168	011-331-043-000	$110.20			
169	011-331-044-000	$110.20			
170	011-331-045-000	$110.20			
171	011-331-046-000	$110.20			
172	011-331-047-000	$110.20			
173	011-331-048-000	$110.20			
174	011-331-049-000	$110.20			
175	011-331-050-000	$110.20			
176	011-331-051-000	$110.20			
177	011-332-029-000	$110.20			
178	011-332-030-000	$110.20			
179	011-332-031-000	$110.20			
180	011-332-032-000	$110.20			
181	011-332-033-000	$110.20			
182	011-332-034-000	$110.20			
183	011-332-035-000	$110.20			
184	011-332-036-000	$110.20			
185	011-332-037-000	$110.20			
186	011-332-038-000	$110.20			
187	011-332-039-000	$110.20			
188	011-332-040-000	$110.20			
189	011-332-041-000	$110.20			
190	011-332-042-000	$110.20			
191	011-332-043-000	$110.20			
192	011-332-044-000	$110.20			
193	011-332-045-000	$110.20			
194	011-332-046-000	$110.20			
195	011-332-047-000	$110.20			
196	011-332-048-000	$110.20			
197	011-332-049-000	$110.20			
198	011-332-050-000	$110.20			
199	011-332-051-000	$110.20			
200	011-332-052-000	$110.20			
201	011-332-053-000	$110.20			
202	011-332-054-000	$110.20			
203	011-332-055-000	$110.20			
204	011-332-056-000	$110.20			
205	011-332-057-000	$110.20			

CITY OF MADERA

ZONE 43D

2018 - 2019

1.	BEGINNING FUND BALANCE			$	5,302.31
2.	LANDSCAPE MAINTENANCE COSTS	$	4,024.71		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	728.22		
	b. ENGINEERING ADMINISTRATION	$	828.80		
	c. LEGAL ADMINISTRATION	$	67.04		
	d. FINANCE ADMINISTRATION	$	179.87		
	e. TREE TRIMMING	$	1,395.00		
	f. GAS & UTILITIES	$	362.91		
	g. EQUIPMENT	$	247.74		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	40.34		
	i. MADERA COUNTY PROCESSING FEES	$	76.78		
			TOTAL COSTS:	$	7,951.41
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				4,960.59
5.	TOTAL ASSESSMENT			$	7,609.68
6.	AVERAGE ASSESSMENT PER PARCEL				73.17

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43D - ALMOND VILLAGE ESTATES

TOTAL ASSESSMENT:
$7,609.68

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-360-001-000	73.17	36	011-360-036-000	73.17
2	011-360-002-000	73.17	37	011-360-037-000	73.17
3	011-360-003-000	73.17	38	011-360-038-000	73.17
4	011-360-004-000	73.17	39	011-360-039-000	73.17
5	011-360-005-000	73.17	40	011-360-040-000	73.17
6	011-360-006-000	73.17	41	011-360-041-000	73.17
7	011-360-007-000	73.17	42	011-360-042-000	73.17
8	011-360-008-000	73.17	43	011-360-043-000	73.17
9	011-360-009-000	73.17	44	011-360-044-000	73.17
10	011-360-010-000	73.17	45	011-360-045-000	73.17
11	011-360-011-000	73.17	46	011-360-046-000	73.17
12	011-360-012-000	73.17	47	011-360-047-000	73.17
13	011-360-013-000	73.17	48	011-360-048-000	73.17
14	011-360-014-000	73.17	49	011-360-049-000	73.17
15	011-360-015-000	73.17	50	011-360-050-000	73.17
16	011-360-016-000	73.17	51	011-360-051-000	73.17
17	011-360-017-000	73.17	52	011-360-052-000	73.17
18	011-360-018-000	73.17	53	011-360-053-000	73.17
19	011-360-019-000	73.17	54	011-360-054-000	73.17
20	011-360-020-000	73.17	55	011-360-055-000	73.17
21	011-360-021-000	73.17	56	011-360-056-000	73.17
22	011-360-022-000	73.17	57	011-360-057-000	73.17
23	011-360-023-000	73.17	58	011-360-058-000	73.17
24	011-360-024-000	73.17	59	011-360-059-000	73.17
25	011-360-025-000	73.17	60	011-361-001-000	73.17
26	011-360-026-000	73.17	61	011-361-002-000	73.17
27	011-360-027-000	73.17	62	011-361-003-000	73.17
28	011-360-028-000	73.17	63	011-361-004-000	73.17
29	011-360-029-000	73.17	64	011-361-005-000	73.17
30	011-360-030-000	73.17	65	011-361-006-000	73.17
31	011-360-031-000	73.17	66	011-361-007-000	73.17
32	011-360-032-000	73.17	67	011-361-008-000	73.17
33	011-360-033-000	73.17	68	011-361-009-000	73.17
34	011-360-034-000	73.17	69	011-361-010-000	73.17
35	011-360-035-000	73.17	70	011-361-011-000	73.17
71	011-361-012-000	73.17			
72	011-361-013-000	73.17			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
73	011-361-014-000	73.17			
74	011-361-015-000	73.17			
75	011-361-016-000	73.17			
76	011-361-017-000	73.17			
77	011-361-018-000	73.17			
78	011-361-019-000	73.17			
79	011-361-020-000	73.17			
80	011-361-021-000	73.17			
81	011-361-022-000	73.17			
82	011-361-023-000	73.17			
83	011-361-024-000	73.17			
84	011-361-025-000	73.17			
85	011-361-026-000	73.17			
86	011-361-027-000	73.17			
87	011-361-028-000	73.17			
88	011-361-029-000	73.17			
89	011-361-030-000	73.17			
90	011-361-031-000	73.17			
91	011-361-032-000	73.17			
92	011-361-033-000	73.17			
93	011-361-034-000	73.17			
94	011-361-035-000	73.17			
95	011-361-036-000	73.17			
96	011-361-037-000	73.17			
97	011-360-060-000	73.17			
98	011-360-061-000	73.17			
99	011-360-062-000	73.17			
100	011-360-063-000	73.17			
101	011-360-064-000	73.17			
102	011-360-065-000	73.17			
103	011-360-066-000	73.17			
104	011-360-067-000	73.17			
	Total	7609.68			

CITY OF MADERA

ZONE 43E

2018 - 2019

1.	BEGINNING FUND BALANCE				$	1,357.71
2.	LANDSCAPE MAINTENANCE COSTS	$	444.87			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	97.96			
	b. ENGINEERING ADMINISTRATION	$	207.30			
	c. LEGAL ADMINISTRATION	$	16.77			
	d. FINANCE ADMINISTRATION	$	44.99			
	e. TREE TRIMMING	$	0.00			
	f. GAS & UTILITIES	$	48.82			
	g. EQUIPMENT	$	59.47			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	16.80			
	i. MADERA COUNTY PROCESSING FEES	$	14.77			
				TOTAL COSTS:	$	951.75
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					405.96
5.	TOTAL ASSESSMENT				$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL					0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43E - Taylor Estates Subdivision

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-301-001-000	$0.00			
2	011-301-002-000	$0.00			
3	011-301-003-000	$0.00			
4	011-301-004-000	$0.00			
5	011-301-005-000	$0.00			
6	011-301-006-000	$0.00			
7	011-301-007-000	$0.00			
8	011-301-008-000	$0.00			
9	011-301-009-000	$0.00			
10	011-301-010-000	$0.00			
11	011-301-011-000	$0.00			
12	011-301-012-000	$0.00			
13	011-301-013-000	$0.00			
14	011-301-014-000	$0.00			
15	011-301-015-000	$0.00			
16	011-301-016-000	$0.00			
17	011-301-017-000	$0.00			
18	011-301-018-000	$0.00			
19	011-301-019-000	$0.00			
20	011-301-020-000	$0.00			
	Total	$0.00			

CITY OF MADERA

ZONE 44

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(1,155.91)
2.	LANDSCAPE MAINTENANCE COSTS	$	2,848.82		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	242.11		
	b. ENGINEERING ADMINISTRATION	$	125.91		
	c. LEGAL ADMINISTRATION	$	10.18		
	d. FINANCE ADMINISTRATION	$	27.33		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	120.66		
	g. EQUIPMENT	$	85.54		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	16.80		
	i. MADERA COUNTY PROCESSING FEES	$	6.64		
			TOTAL COSTS:	$	3,484.00
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,681.81)
5.	TOTAL ASSESSMENT			$	2,958.09
6.	AVERAGE ASSESSMENT PER PARCEL				328.68

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 44 - SIERRA VISTA ESTATES PHASE III

TOTAL ASSESSMENT:
$2,958.09

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-202-022-000	$328.68			
2	011-202-023-000	$328.68			
3	011-202-024-000	$328.68			
4	011-202-025-000	$328.68			
5	011-202-026-000	$328.68			
6	011-202-027-000	$328.68			
7	011-202-028-000	$328.68			
8	011-202-029-000	$328.68			
9	011-202-030-000	$328.68			
	TOTAL	$2,958.09			

CITY OF MADERA

ZONE 45A

2018 - 2019

1.	BEGINNING FUND BALANCE				$	7,771.03
2.	LANDSCAPE MAINTENANCE COSTS	$	4,270.77			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	757.13			
	b. ENGINEERING ADMINISTRATION	$	828.80			
	c. LEGAL ADMINISTRATION	$	67.04			
	d. FINANCE ADMINISTRATION	$	179.87			
	e. TREE TRIMMING	$	743.00			
	f. GAS & UTILITIES	$	377.32			
	g. EQUIPMENT	$	262.87			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	8.40			
	i. MADERA COUNTY PROCESSING FEES	$	76.78			
				TOTAL COSTS:	$	7,571.98
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					7,104.69
5.	TOTAL ASSESSMENT				$	6,905.64
6.	AVERAGE ASSESSMENT PER PARCEL					66.40

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 45A - SIENNA ESTATES I & II

TOTAL ASSESSMENT:
$6,905.64

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-131-001-000	$66.40	36	008-132-006-000	$66.40
2	008-131-002-000	$66.40	37	008-132-007-000	$66.40
3	008-131-003-000	$66.40	38	008-132-008-000	$66.40
4	008-131-004-000	$66.40	39	008-132-009-000	$66.40
5	008-131-005-000	$66.40	40	008-132-010-000	$66.40
6	008-131-006-000	$66.40	41	008-132-011-000	$66.40
7	008-131-007-000	$66.40	42	008-132-012-000	$66.40
8	008-131-008-000	$66.40	43	008-132-013-000	$66.40
9	008-131-009-000	$66.40	44	008-132-014-000	$66.40
10	008-131-010-000	$66.40	45	008-132-015-000	$66.40
11	008-131-011-000	$66.40	46	008-132-016-000	$66.40
12	008-131-012-000	$66.40	47	008-132-017-000	$66.40
13	008-131-013-000	$66.40	48	008-132-018-000	$66.40
14	008-131-014-000	$66.40	49	008-132-019-000	$66.40
15	008-131-015-000	$66.40	50	008-132-020-000	$66.40
16	008-131-016-000	$66.40	51	008-132-021-000	$66.40
17	008-131-017-000	$66.40	52	008-132-022-000	$66.40
18	008-131-018-000	$66.40	53	008-132-023-000	$66.40
19	008-131-019-000	$66.40	54	008-132-024-000	$66.40
20	008-131-020-000	$66.40	55	008-132-025-000	$66.40
21	008-131-021-000	$66.40	56	008-132-026-000	$66.40
22	008-131-022-000	$66.40	57	008-132-027-000	$66.40
23	008-131-023-000	$66.40	58	008-132-028-000	$66.40
24	008-131-024-000	$66.40	59	008-132-029-000	$66.40
25	008-131-025-000	$66.40	60	008-132-030-000	$66.40
26	008-131-026-000	$66.40	61	008-132-031-000	$66.40
27	008-131-027-000	$66.40	62	008-132-032-000	$66.40
28	008-131-028-000	$66.40	63	008-132-033-000	$66.40
29	008-131-029-000	$66.40	64	008-132-034-000	$66.40
30	008-131-030-000	$66.40	65	008-132-035-000	$66.40
31	008-132-001-000	$66.40	66	008-132-036-000	$66.40
32	008-132-002-000	$66.40	67	008-132-037-000	$66.40
33	008-132-003-000	$66.40	68	008-132-038-000	$66.40
34	008-132-004-000	$66.40	69	008-132-039-000	$66.40
35	008-132-005-000	$66.40	70	008-131-031-000	$66.40
71	008-131-032-000	$66.40			
72	008-131-033-000	$66.40			

Assessment Number	Assessor's Parcel Number	Assessment
73	008-131-034-000	$66.40
74	008-131-035-000	$66.40
75	008-131-036-000	$66.40
76	008-131-037-000	$66.40
77	008-131-038-000	$66.40
78	008-131-039-000	$66.40
79	008-131-040-000	$66.40
80	008-131-041-000	$66.40
81	008-131-042-000	$66.40
82	008-131-043-000	$66.40
83	008-131-044-000	$66.40
84	008-131-045-000	$66.40
85	008-131-046-000	$66.40
86	008-131-047-000	$66.40
87	008-131-048-000	$66.40
88	008-131-049-000	$66.40
89	008-131-050-000	$66.40
90	008-131-051-000	$66.40
91	008-131-052-000	$66.40
92	008-131-053-000	$66.40
93	008-131-054-000	$66.40
94	008-131-055-000	$66.40
95	008-131-056-000	$66.40
96	008-131-057-000	$66.40
97	008-132-040-000	$66.40
98	008-132-041-000	$66.40
99	008-132-042-000	$66.40
100	008-132-043-000	$66.40
101	008-132-044-000	$66.40
102	008-132-045-000	$66.40
103	008-132-046-000	$66.40
104	008-132-047-000	$66.40
	Total	$6,905.64

Assessment Number	Assessor's Parcel Number	Assessment

CITY OF MADERA

ZONE 46

2018 - 2019

1.	BEGINNING FUND BALANCE				$	4,739.81
2.	LANDSCAPE MAINTENANCE COSTS	$	5,966.22			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	991.81			
	b. ENGINEERING ADMINISTRATION	$	814.00			
	c. LEGAL ADMINISTRATION	$	65.84			
	d. FINANCE ADMINISTRATION	$	176.66			
	e. TREE TRIMMING	$	795.00			
	f. GAS & UTILITIES	$	494.27			
	g. EQUIPMENT	$	187.34			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	11.20			
	i. MADERA COUNTY PROCESSING FEES	$	75.31			
				TOTAL COSTS:	$	9,577.64
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					4,256.29
5.	TOTAL ASSESSMENT				$	9,094.12
6.	AVERAGE ASSESSMENT PER PARCEL					89.16

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 46 - CAPISTRANO XVII

TOTAL ASSESSMENT:
$9,094.12

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-580-001-000	$89.16	36	009-580-037-000	$89.16
2	009-580-002-000	$89.16	37	009-580-038-000	$89.16
3	009-580-003-000	$89.16	38	009-580-039-000	$89.16
4	009-580-004-000	$89.16	39	009-580-040-000	$89.16
5	009-580-005-000	$89.16	40	009-580-041-000	$89.16
6	009-580-006-000	$89.16	41	009-580-042-000	$89.16
7	009-580-007-000	$89.16	42	009-580-043-000	$89.16
8	009-580-008-000	$89.16	43	009-580-044-000	$89.16
9	009-580-009-000	$89.16	44	009-580-045-000	$89.16
10	009-580-010-000	$89.16	45	009-580-046-000	$89.16
11	009-580-011-000	$89.16	46	009-580-047-000	$89.16
12	009-580-012-000	$89.16	47	009-580-048-000	$89.16
13	009-580-013-000	$89.16	48	009-580-049-000	$89.16
14	009-580-055-000	$89.16	49	009-580-050-000	$89.16
15	009-580-056-000	$89.16	50	009-580-051-000	$89.16
16	009-580-057-000	$89.16	51	009-580-052-000	$89.16
17	009-580-058-000	$89.16	52	009-581-060-000	$89.16
18	009-580-059-000	$89.16	53	009-581-002-000	$89.16
19	009-580-060-000	$89.16	54	009-581-003-000	$89.16
20	009-580-021-000	$89.16	55	009-581-004-000	$89.16
21	009-580-022-000	$89.16	56	009-581-005-000	$89.16
22	009-580-023-000	$89.16	57	009-581-006-000	$89.16
23	009-580-024-000	$89.16	58	009-581-007-000	$89.16
24	009-580-025-000	$89.16	59	009-581-008-000	$89.16
25	009-580-026-000	$89.16	60	009-581-009-000	$89.16
26	009-580-027-000	$89.16	61	009-581-010-000	$89.16
27	009-580-028-000	$89.16	62	009-581-011-000	$89.16
28	009-580-029-000	$89.16	63	009-581-012-000	$89.16
29	009-580-030-000	$89.16	64	009-581-013-000	$89.16
30	009-580-031-000	$89.16	65	009-581-014-000	$89.16
31	009-580-032-000	$89.16	66	009-581-015-000	$89.16
32	009-580-033-000	$89.16	67	009-581-016-000	$89.16
33	009-580-034-000	$89.16	68	009-581-017-000	$89.16
34	009-580-035-000	$89.16	69	009-581-018-000	$89.16
35	009-580-036-000	$89.16	70	009-581-019-000	$89.16
71	009-581-020-000	$89.16			
72	009-581-021-000	$89.16			
73	009-581-022-000	$89.16			

74	009-581-023-000	$89.16
75	009-581-024-000	$89.16
76	009-581-025-000	$89.16
77	009-581-026-000	$89.16
78	009-581-027-000	$89.16
79	009-581-028-000	$89.16
80	009-581-029-000	$89.16
81	009-581-030-000	$89.16
82	009-581-031-000	$89.16
83	009-581-032-000	$89.16
84	009-581-033-000	$89.16
85	009-581-034-000	$89.16
86	009-581-041-000	$89.16
87	009-581-042-000	$89.16
88	009-581-043-000	$89.16
89	009-581-044-000	$89.16
90	009-581-045-000	$89.16
91	009-581-046-000	$89.16
92	009-581-047-000	$89.16
93	009-581-048-000	$89.16
94	009-581-049-000	$89.16
95	009-581-050-000	$89.16
96	009-581-051-000	$89.16
97	009-581-052-000	$89.16
98	009-581-053-000	$89.16
99	009-581-054-000	$89.16
100	009-581-055-000	$89.16
101	009-581-056-000	$89.16
102	009-581-057-000	$89.16
	Total	$9,094.12

CITY OF MADERA

ZONE 50

2018 - 2019

1.	BEGINNING FUND BALANCE			$	(1,140.21)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,252.76		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	69.25		
	b. ENGINEERING ADMINISTRATION	$	244.29		
	c. LEGAL ADMINISTRATION	$	19.76		
	d. FINANCE ADMINISTRATION	$	53.02		
	e. TREE TRIMMING	$	90.00		
	f. GAS & UTILITIES	$	35.75		
	g. EQUIPMENT	$	22.78		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	8.40		
	i. MADERA COUNTY PROCESSING FEES	$	18.46		
		TOTAL COSTS:		$	1,814.47
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(750.78)
5.	TOTAL ASSESSMENT			$	2,203.90
6.	AVERAGE ASSESSMENT PER PARCEL				88.16

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 50 - SUGARPINE

TOTAL ASSESSMENT:
$2,203.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-142-042-000	$88.16			
2	008-142-043-000	$88.16			
3	008-142-044-000	$88.16			
4	008-142-045-000	$88.16			
5	008-142-046-000	$88.16			
6	008-142-047-000	$88.16			
7	008-142-048-000	$88.16			
8	008-142-049-000	$88.16			
9	008-142-050-000	$88.16			
10	008-142-051-000	$88.16			
11	008-142-052-000	$88.16			
12	008-142-053-000	$88.16			
13	008-142-054-000	$88.16			
14	008-142-055-000	$88.16			
15	008-142-056-000	$88.16			
16	008-142-057-000	$88.16			
17	008-142-058-000	$88.16			
18	008-142-059-000	$88.16			
19	008-142-060-000	$88.16			
20	008-142-061-000	$88.16			
21	008-142-062-000	$88.16			
22	008-142-063-000	$88.16			
23	008-142-064-000	$88.16			
24	008-142-065-000	$88.16			
25	008-142-066-000	$88.16			

DIRECT BILL:	$440.80
SUB-TOTAL:	$1,763.20
TOTAL:	$2,204.00

CITY OF MADERA

ZONE 51

2018 - 2019

1.	BEGINNING FUND BALANCE				$	1,154.52
2.	LANDSCAPE MAINTENANCE COSTS	$	4,525.00			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	1,365.56			
	b. ENGINEERING ADMINISTRATION	$	236.89			
	c. LEGAL ADMINISTRATION	$	19.16			
	d. FINANCE ADMINISTRATION	$	51.41			
	e. TREE TRIMMING	$	270.00			
	f. GAS & UTILITIES	$	6.73			
	g. EQUIPMENT	$	289.29			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	11.20			
	i. MADERA COUNTY PROCESSING FEES	$	17.72			
				TOTAL COSTS:	$	6,792.97
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,620.75
5.	TOTAL ASSESSMENT				$	7,259.19
6.	AVERAGE ASSESSMENT PER PARCEL					302.47

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 51 - RED ROCK RETAIL CENTER

TOTAL ASSESSMENT:
$7,259.19

Assessment Number	Assessor's Parcel Number	Assessment	
1	003-260-051-000	$49.80	
2	003-260-052-000	$46.36	
3	009-331-004-000	$241.68	
4	009-331-005-000	$234.00	
5	009-331-006-000	$244.06	
	009-331-009-000		
6	009-331-007-000	$249.08	
	009-331-008-000		
7	009-331-012-000	$287.66	
8	009-331-013-000	$280.26	
9	009-331-014-000	$373.38	
10	009-331-015-000	$385.22	
11	009-331-016-000	$465.70	
12	009-331-023-000	$528.28	
13	009-331-024-000	$1,321.48	*
14	009-331-002-000	$145.40	*
15	009-331-003-000	$140.76	*
16	009-331-011-000	$212.44	*
17	009-331-010-000	$207.58	
18	009-331-018-000	$222.62	*
19	009-331-019-000	$222.56	
20	003-250-025-000	$169.54	
21	003-210-018-000	$317.64	
22	009-530-061-000	$903.22	
23	009-550-086-000	$6.38	
24	009-600-006-000	$4.04	

TOTAL ASSESSMENT	$7,259.14
*DIRECT BILL	$2,042.70
TOTAL TO ASSESSOR	$5,216.44

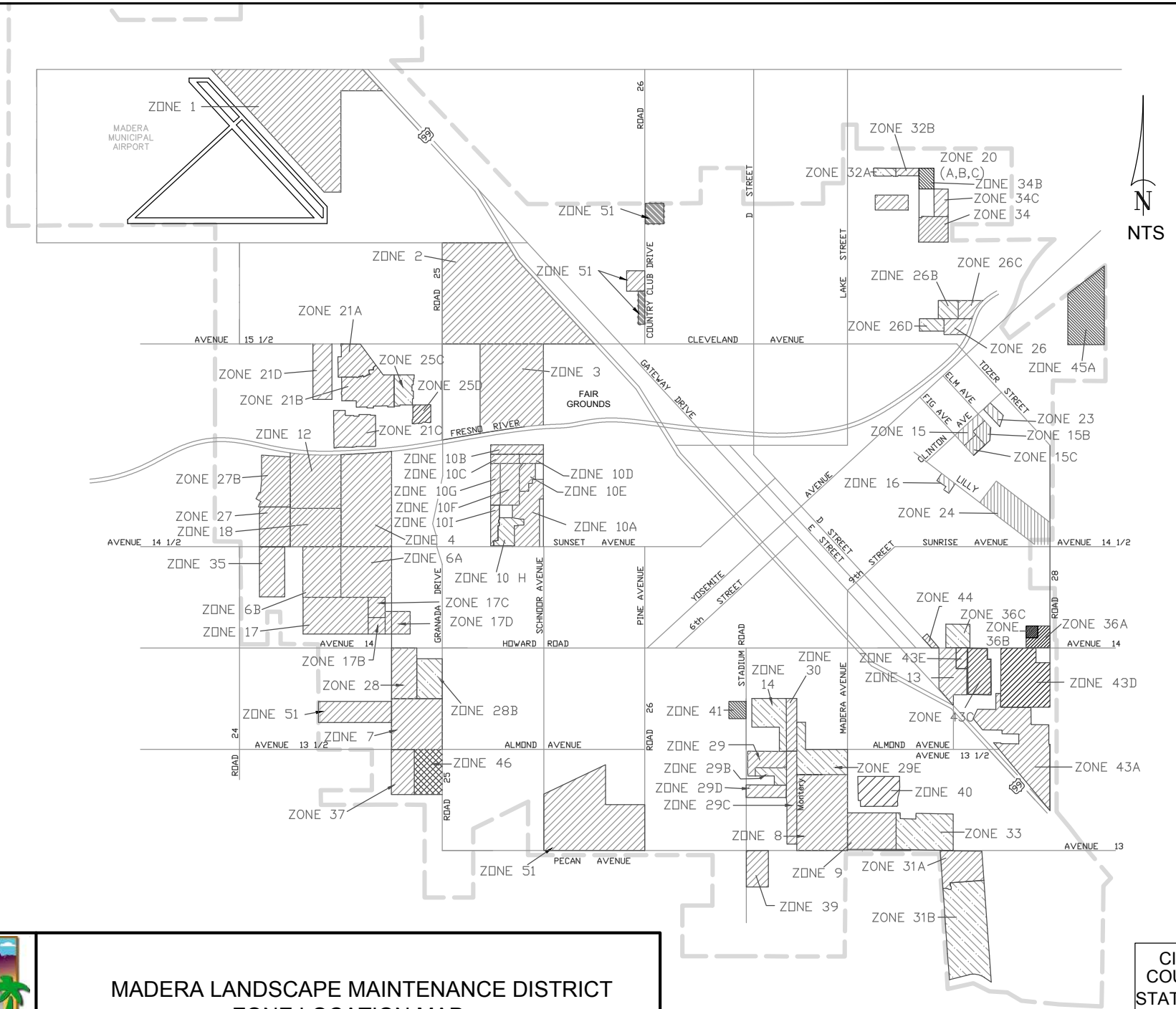
Exhibit 'D'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2018-2019 ASSESSMENT

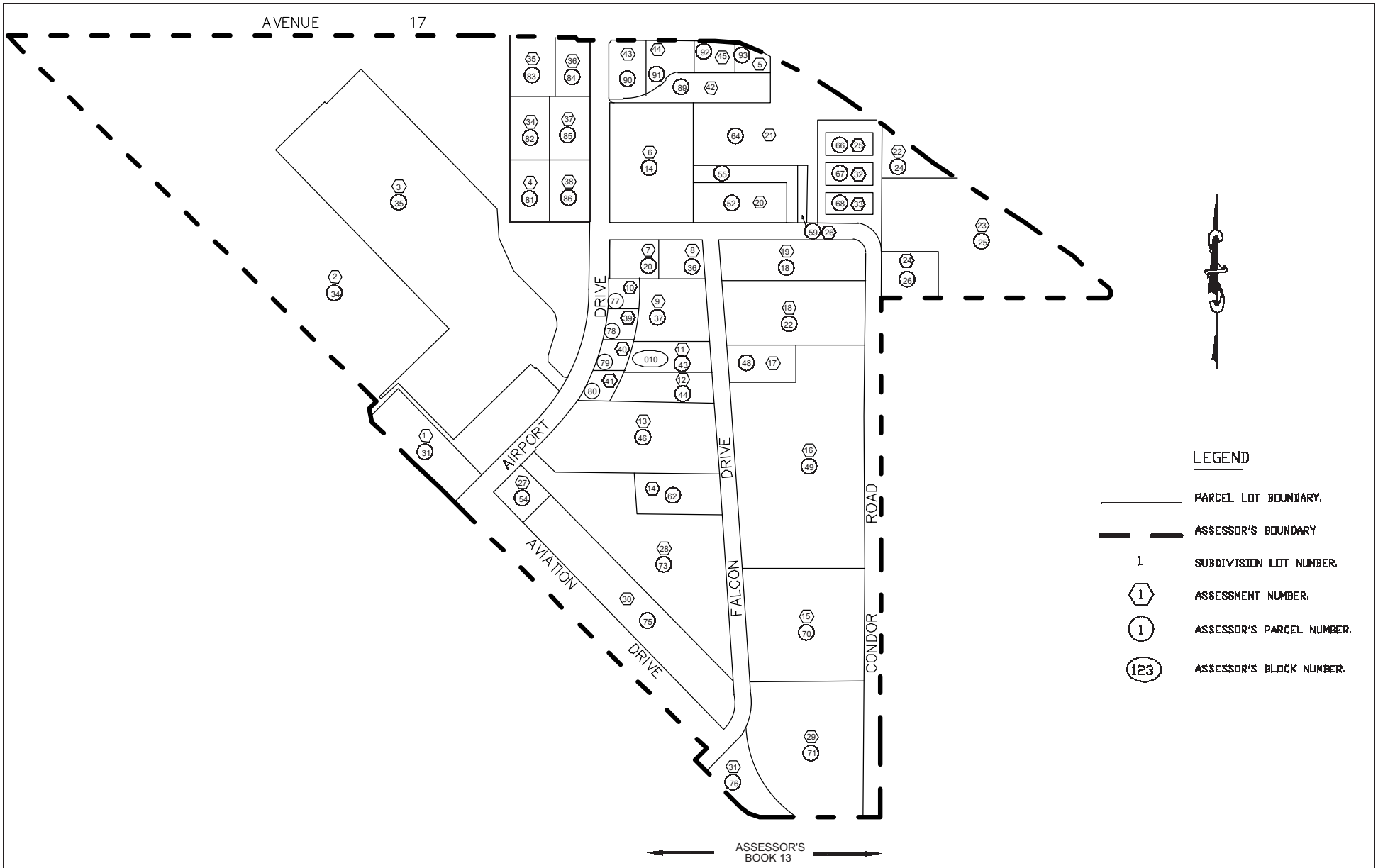
ASSESSMENT DIAGRAM / MAPS



MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

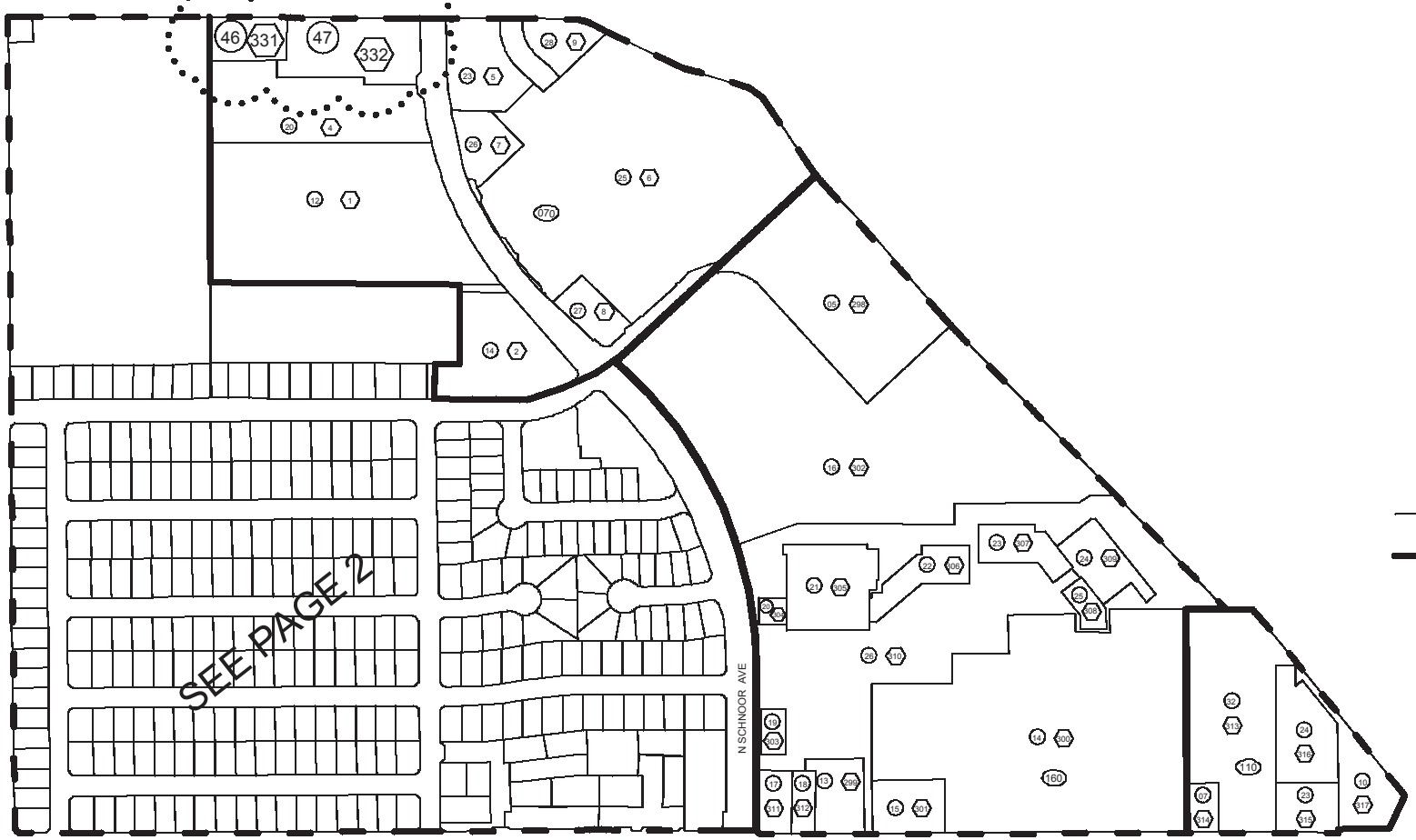
REV. MAY 2017



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 1
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
AIRPORT BUSINESS PARK
REV. JULY 2012

REVISED APRIL 2015



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP PRIOR TO THE REVISION NOTED ABOVE HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

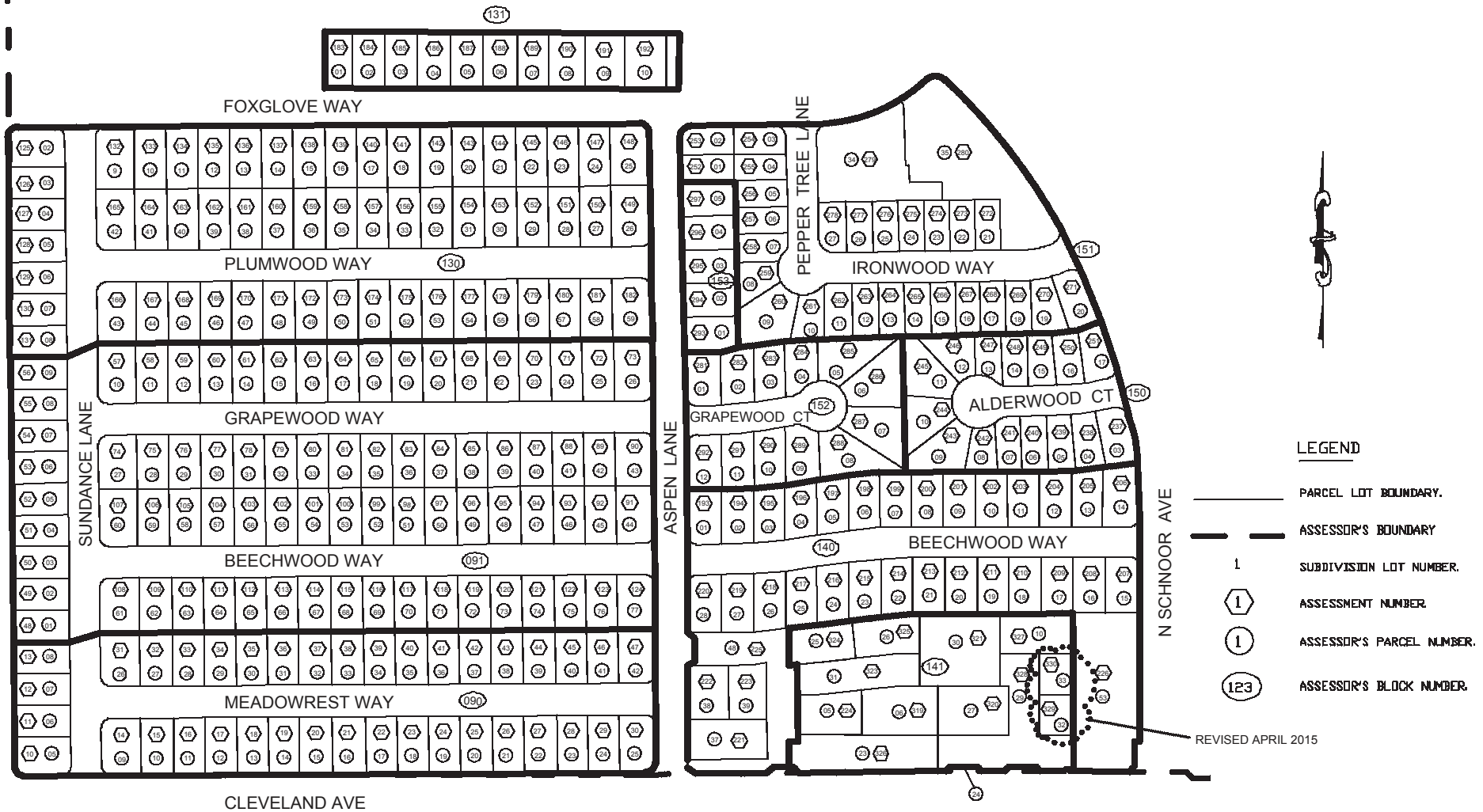
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 2 (PAGE 1-2)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

PAGE 1 OF 2

CITY OF MADERA

PHEASANT RUN / NORTHWEST ESTATES

REV. APRIL 2015



AN 18" X 26" VERSION OF THIS MAP PRIOR TO THE REVISION NOTED ABOVE HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

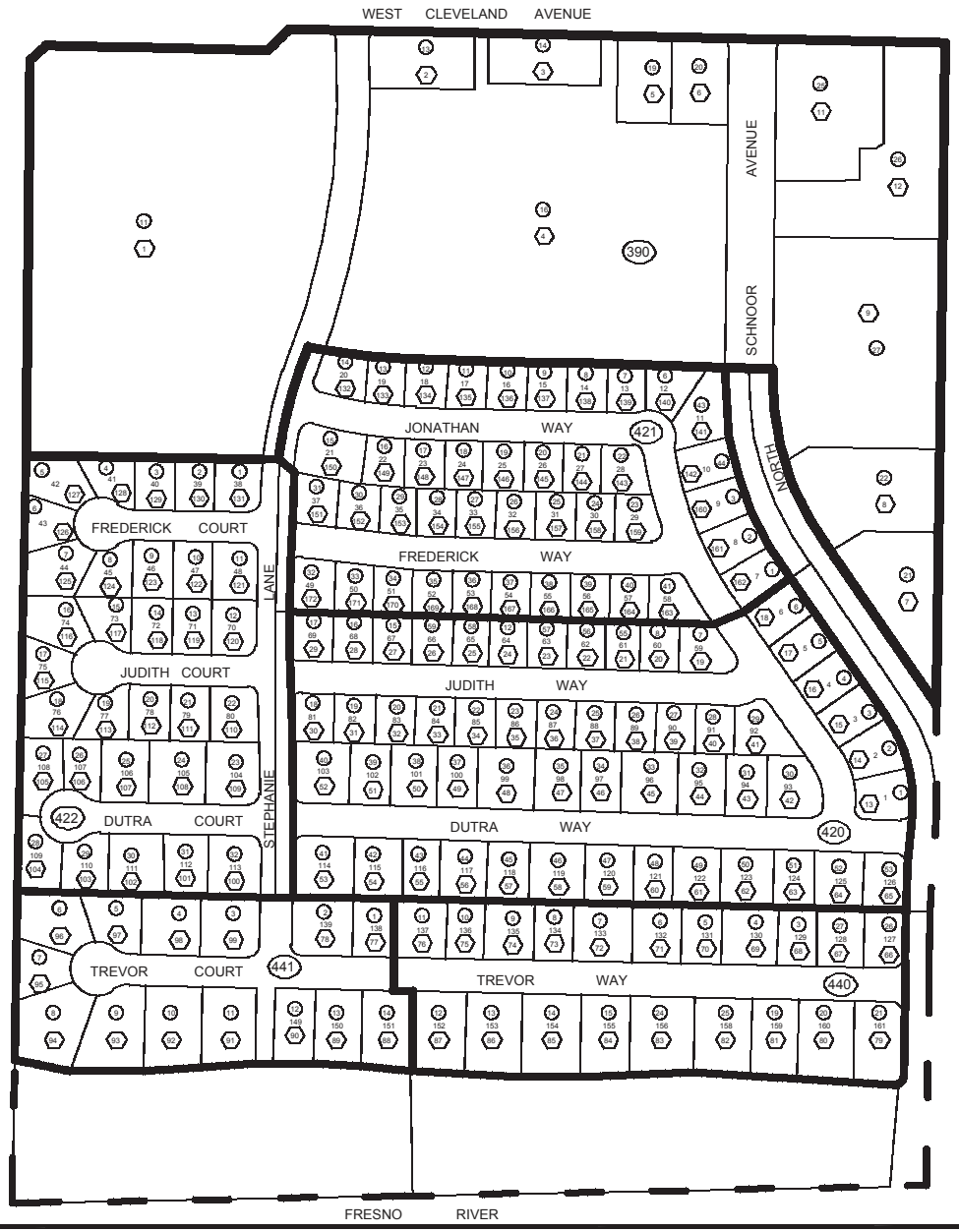
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 2 (PAGE 2-2)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

PAGE 2 OF 2

CITY OF MADERA

PHEASANT RUN / NORTHWEST ESTATES

REV. APRIL 2015





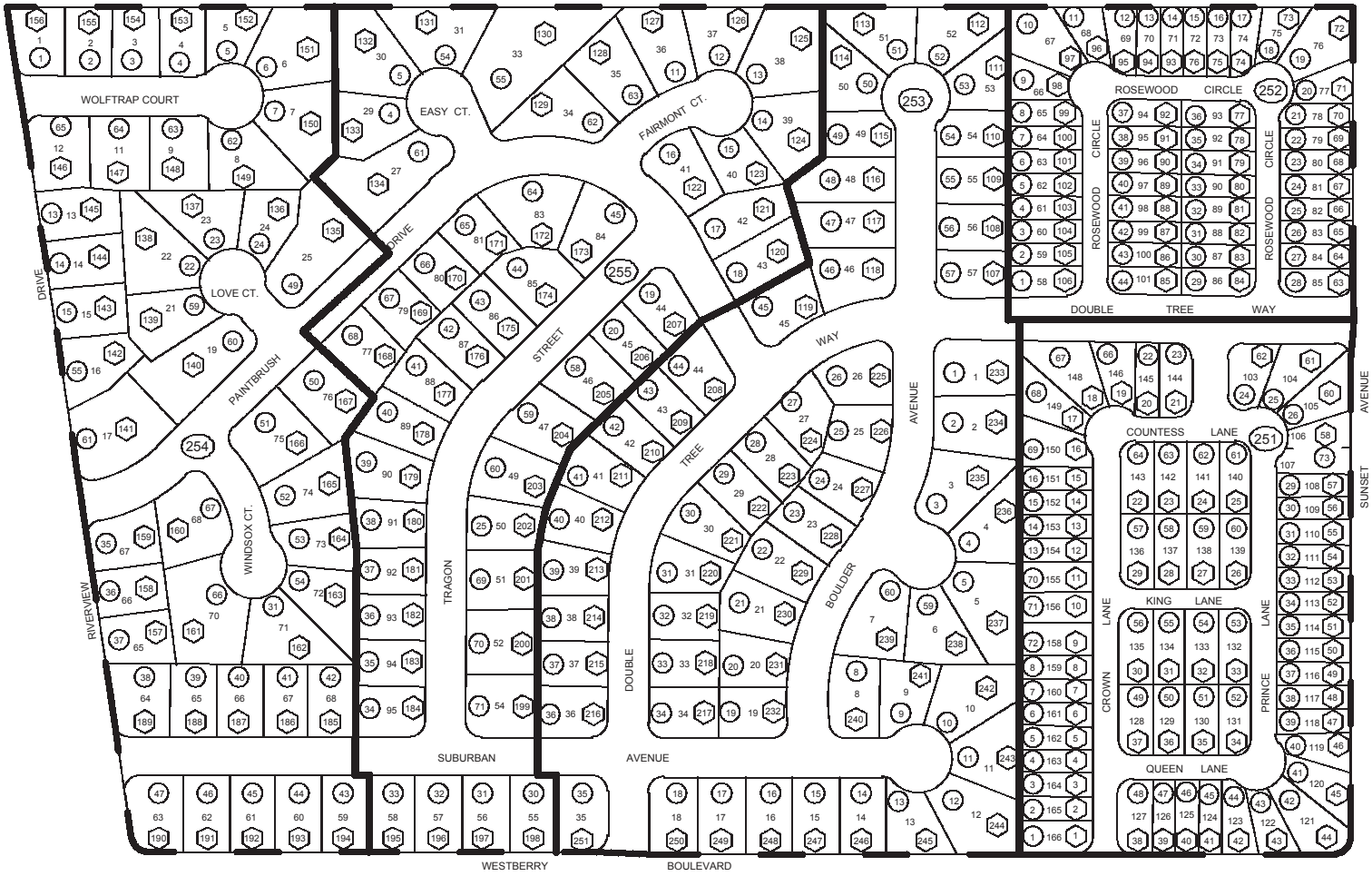
LEGEND

———	PARCEL LOT BOUNDARY.
- - -	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
⬡ 1	ASSESSMENT NUMBER.
(1)	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 3
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
MANSIONETTE ESTATES 1, 2, & 3
REV. APRIL 2015



N

LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

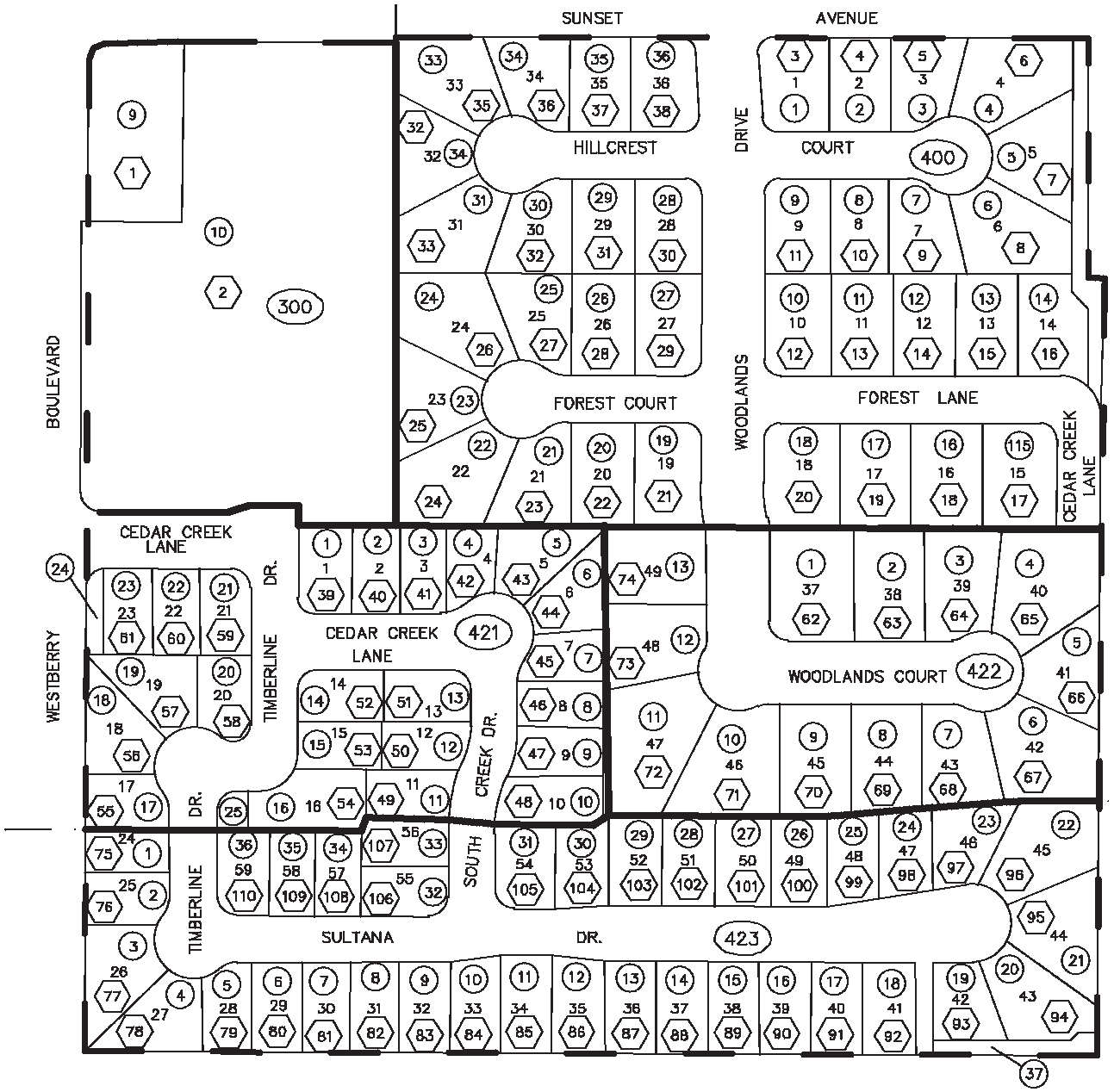
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 4
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

WESTGATE NORTHWEST 1 & 2

REV. JULY 2011



N

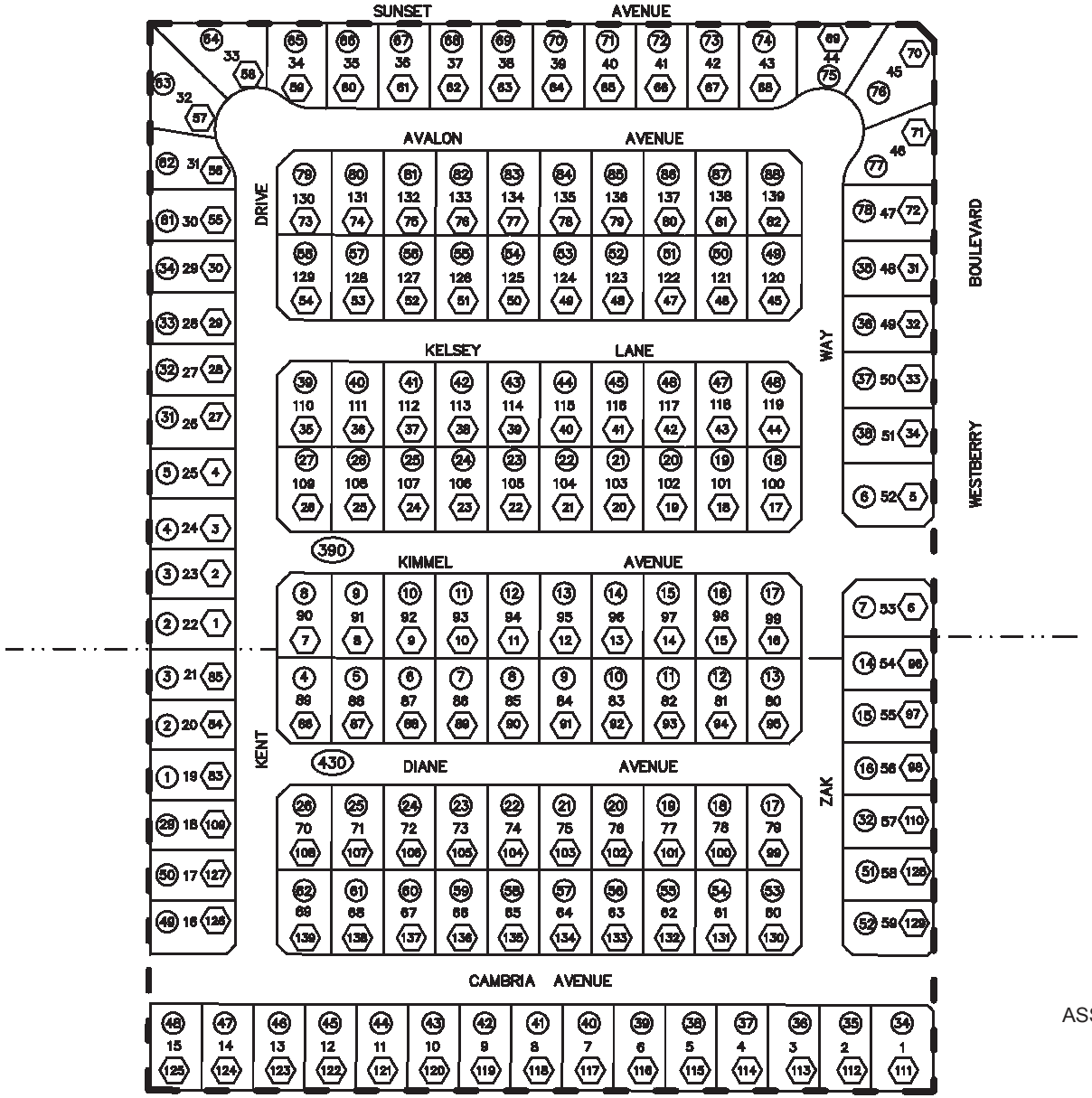
LEGEND

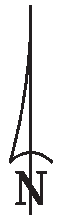
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 6A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
WOODLAND HILLS/BASILA
REV. JULY 2011





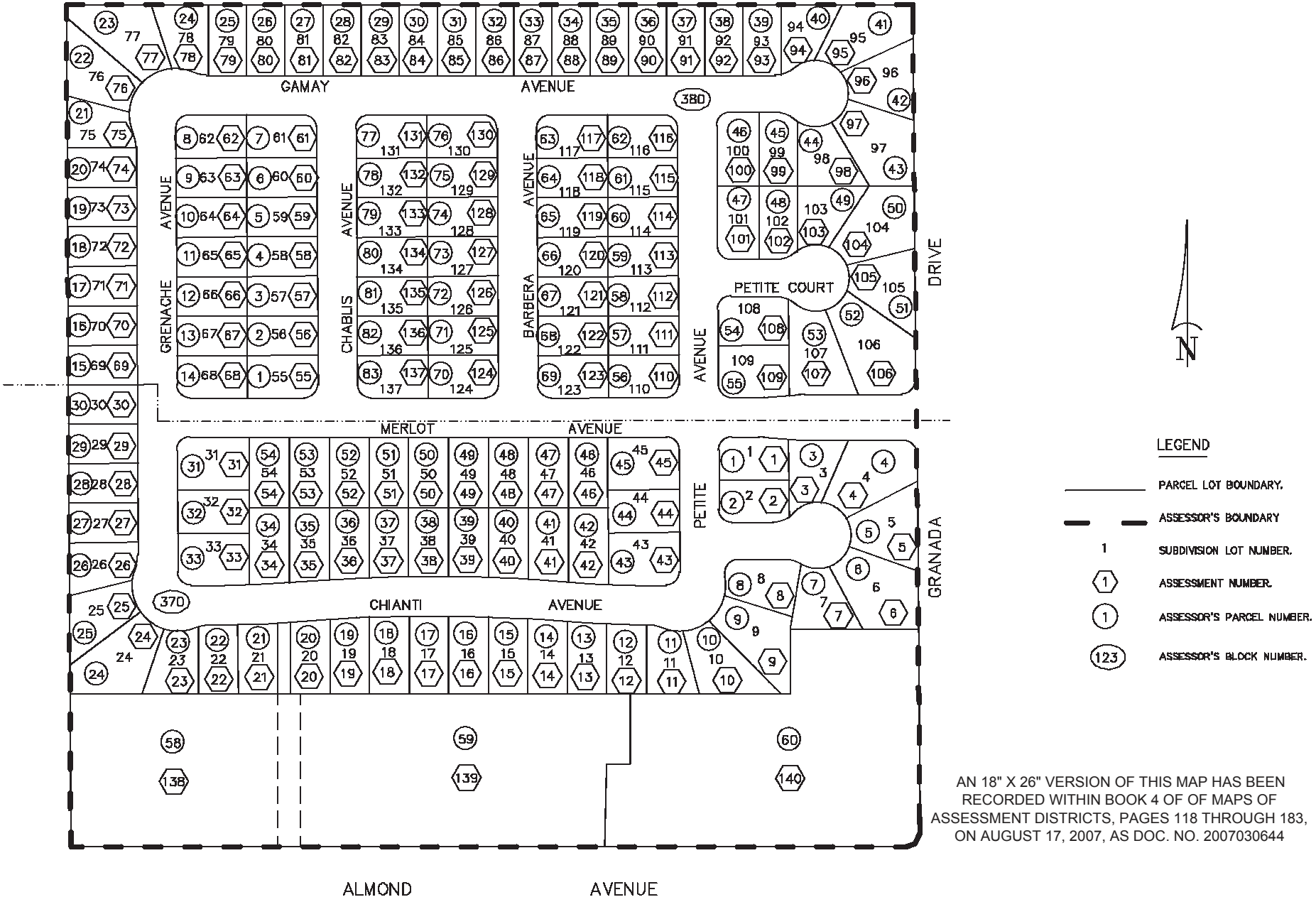
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 6B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

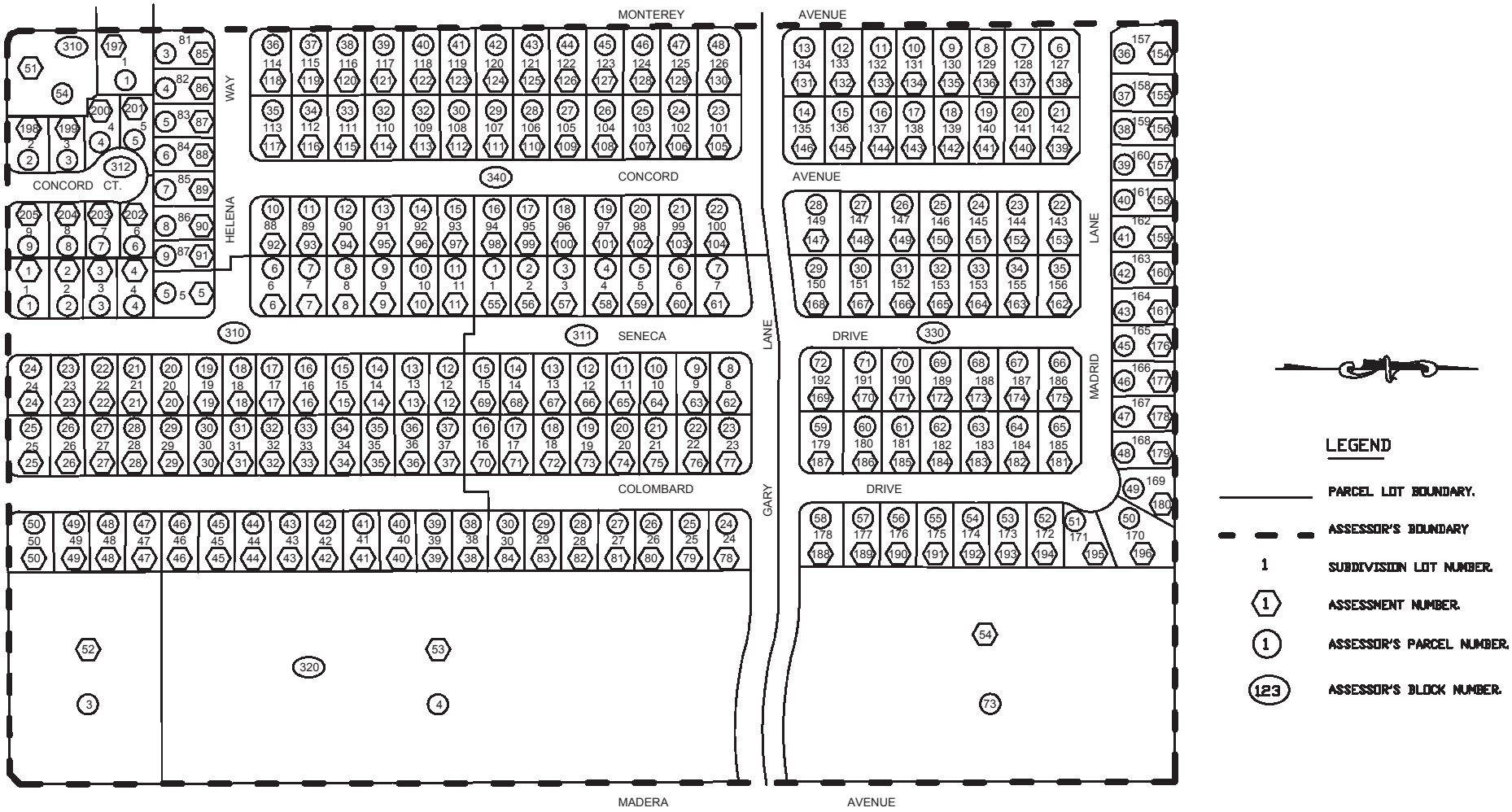
CITY OF MADERA
SUNSET SOUTHWEST I, II, III, IV & V
REV. JULY 2008



AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 7
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
TOWN AND COUNTRY ESTATES
REV. JULY 2011



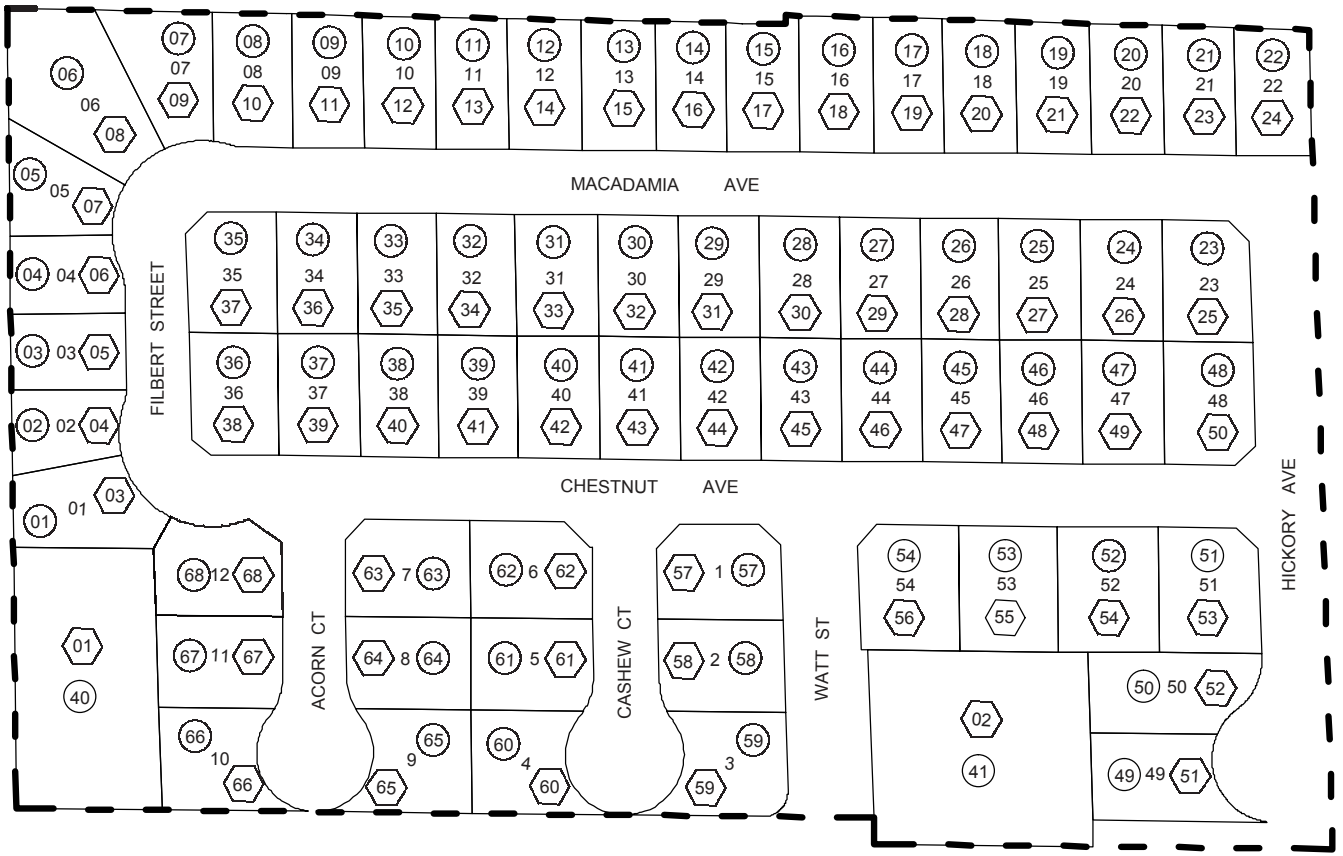
AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 8
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

VINEYARD ESTATES 2, 3, 4 & 5

REV. JULY 2008





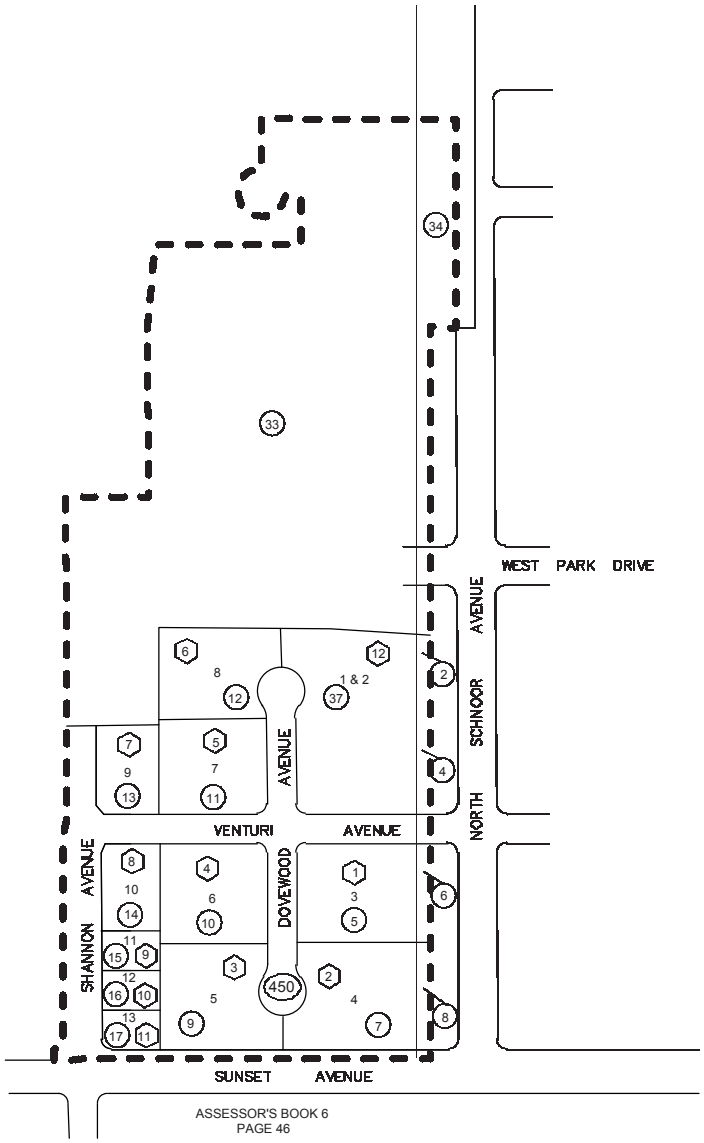
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 9
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
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REV. JULY 2011



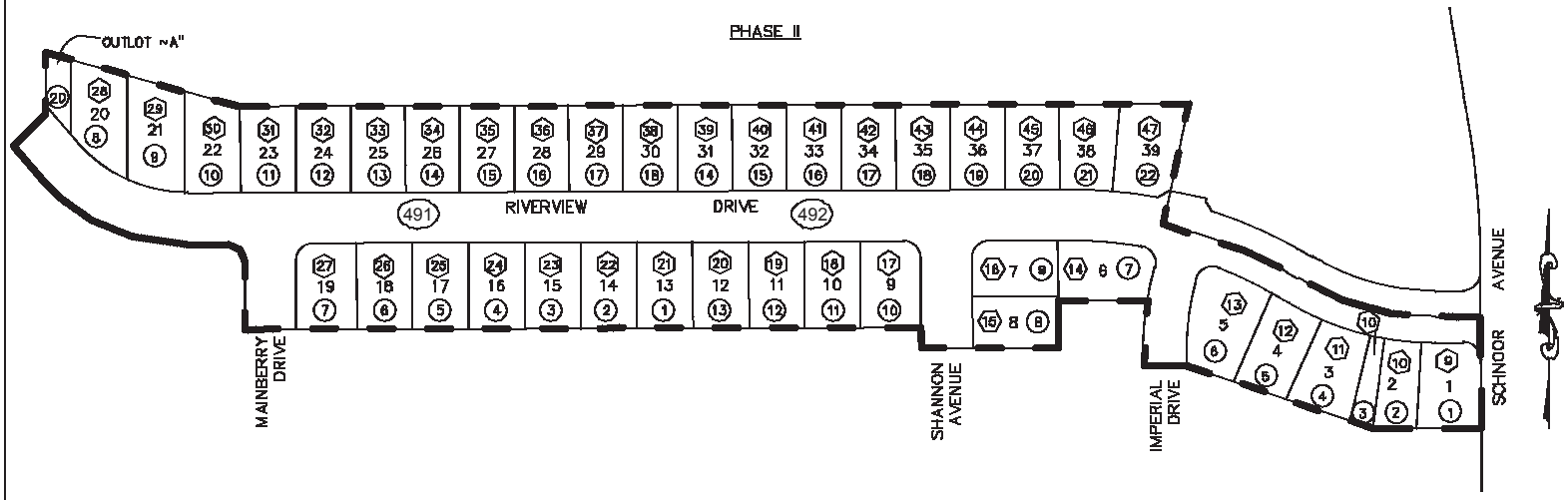


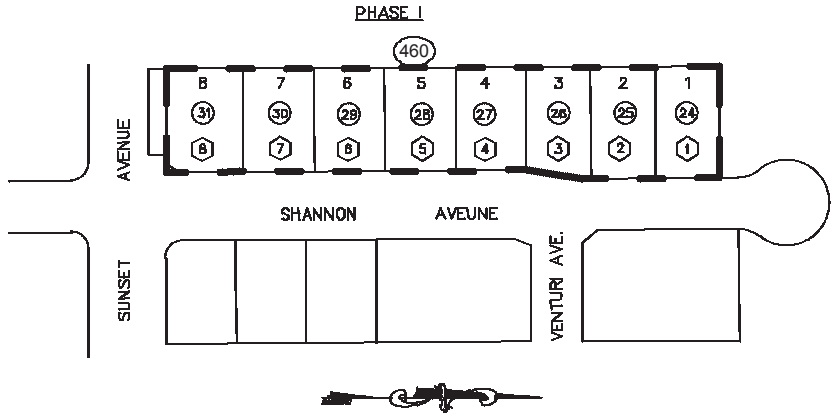
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- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VENTURI SUBDIVISION
REV. JULY 2011





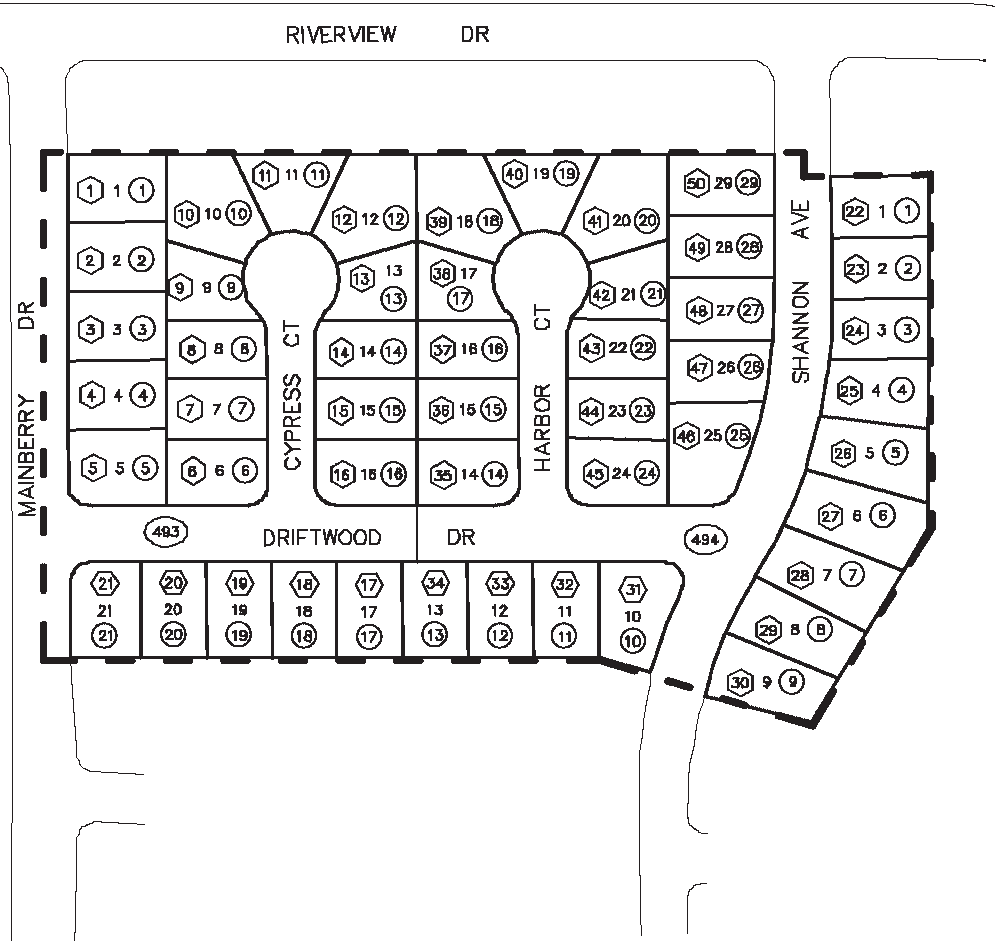
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- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH I & II
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

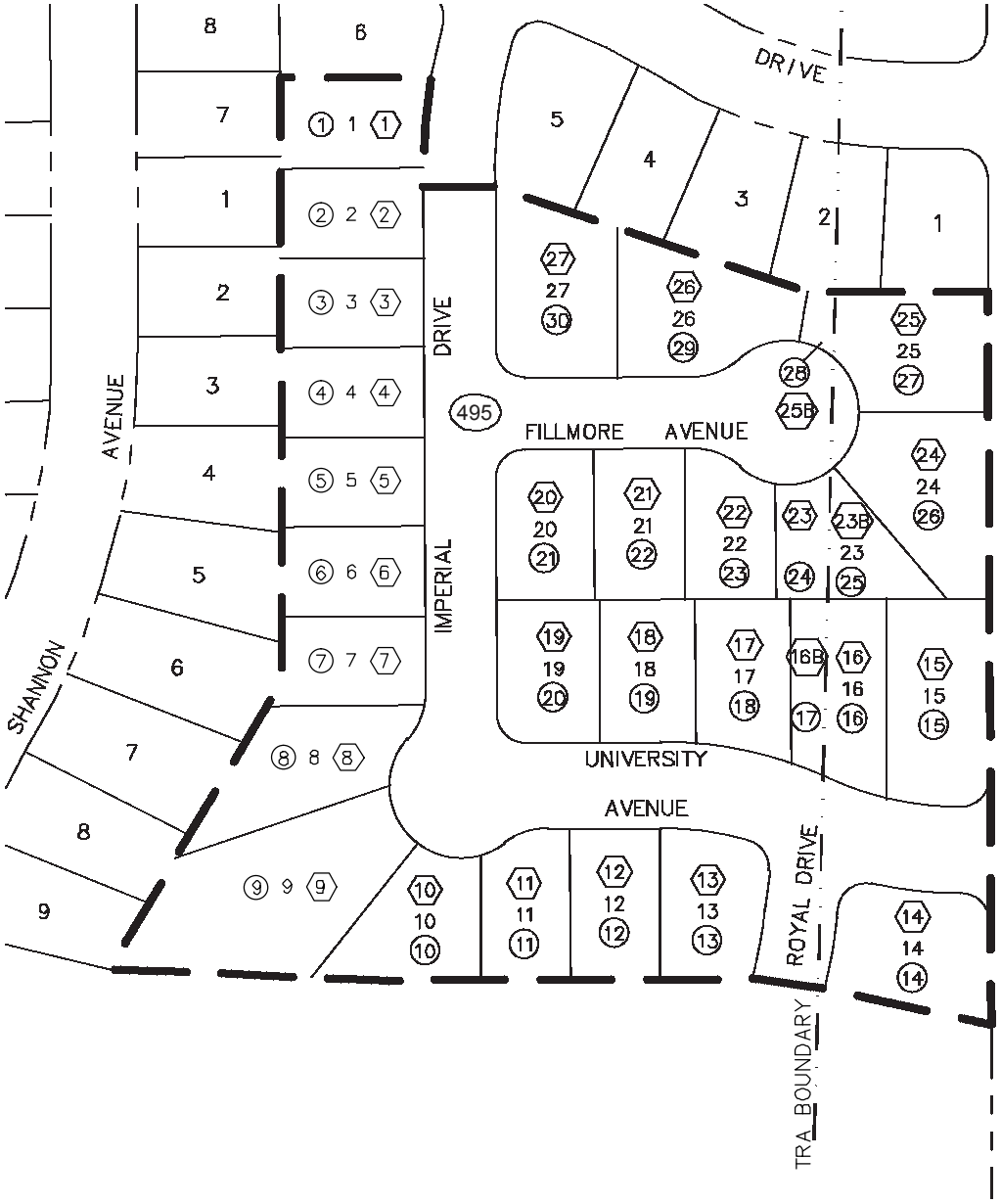
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH ESTATES
PHASES 3 and 4

REV. JULY 2011





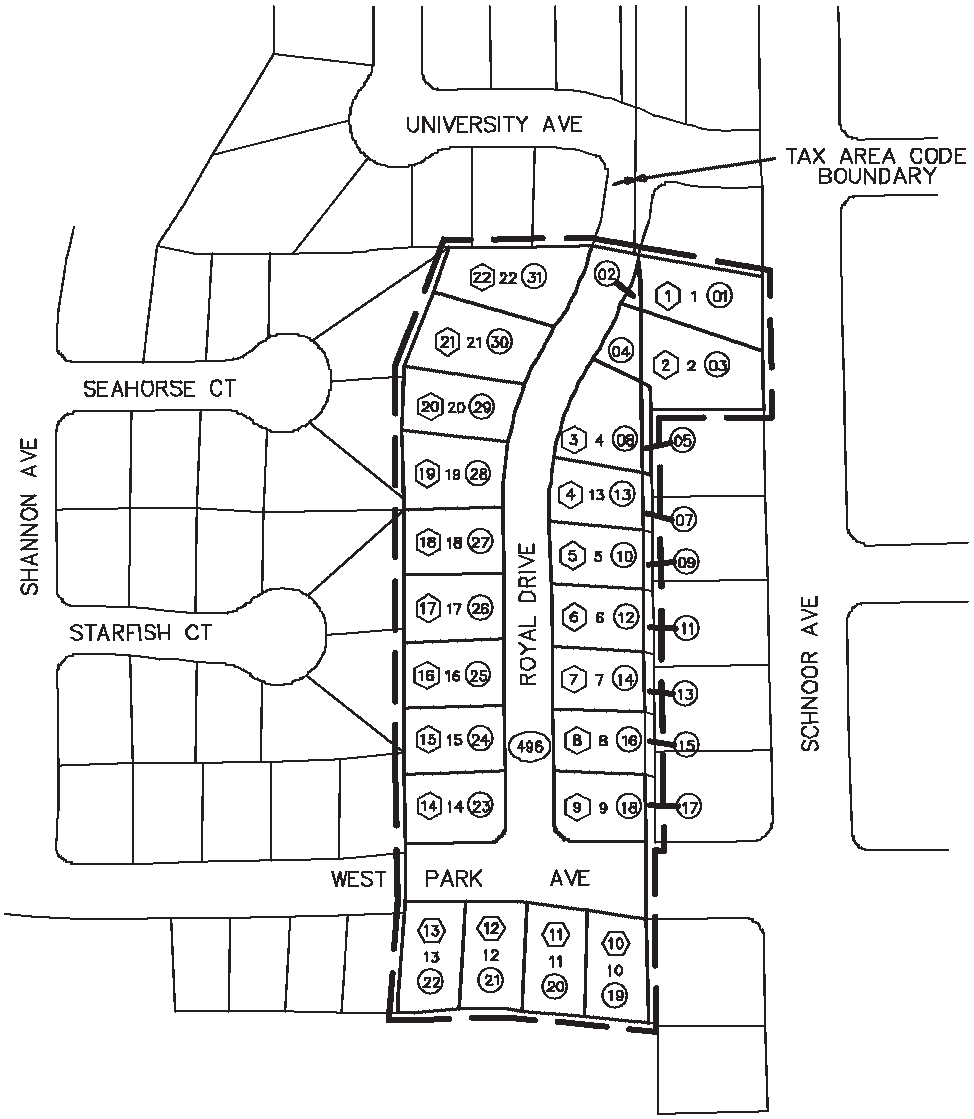
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- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH V
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

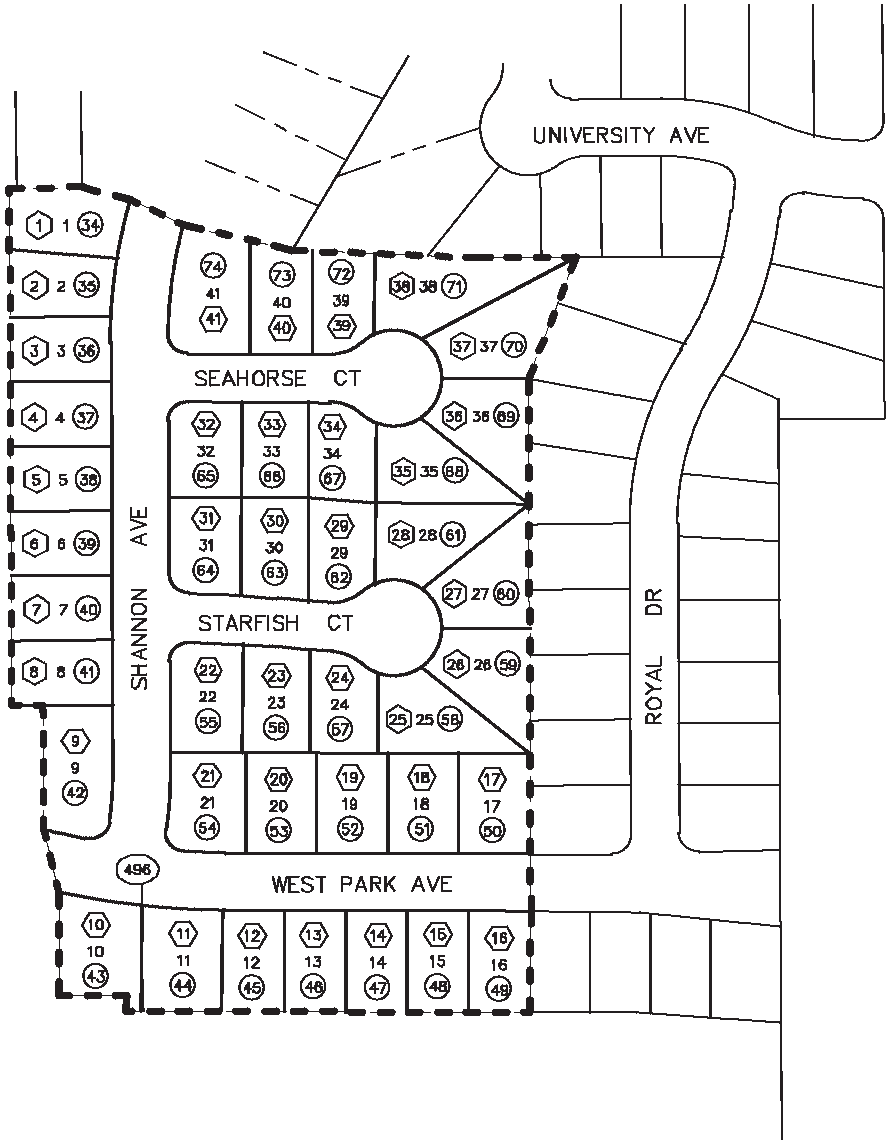
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE VI
SUBDIVISION

REV. JULY 2011



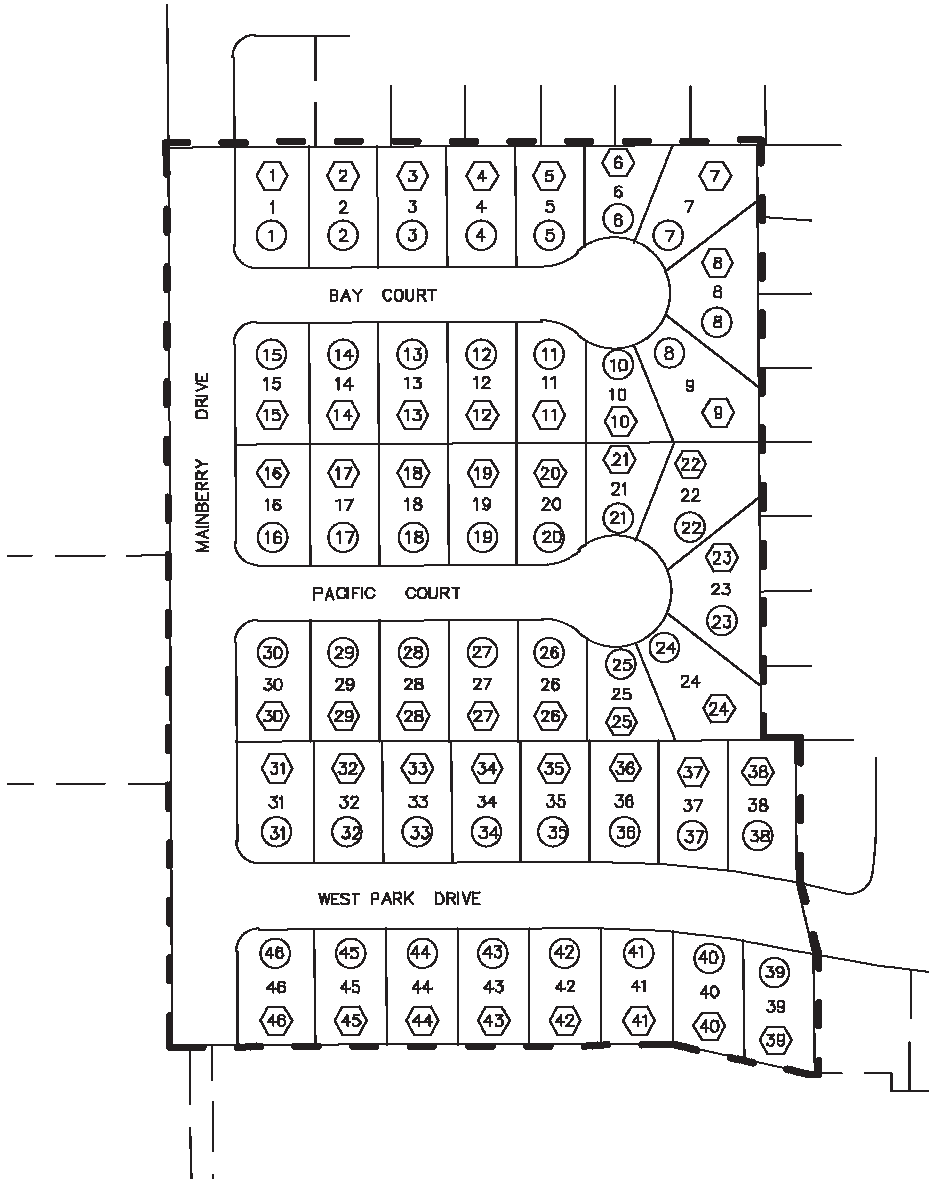
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10F
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH
PHASE VII
SUBDIVISION
REV. JULY 2011





LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 — SUBDIVISION LOT NUMBER.
- (1) — ASSESSMENT NUMBER.
- (1) — ASSESSOR'S PARCEL NUMBER.
- (123) — ASSESSOR'S BLOCK NUMBER.

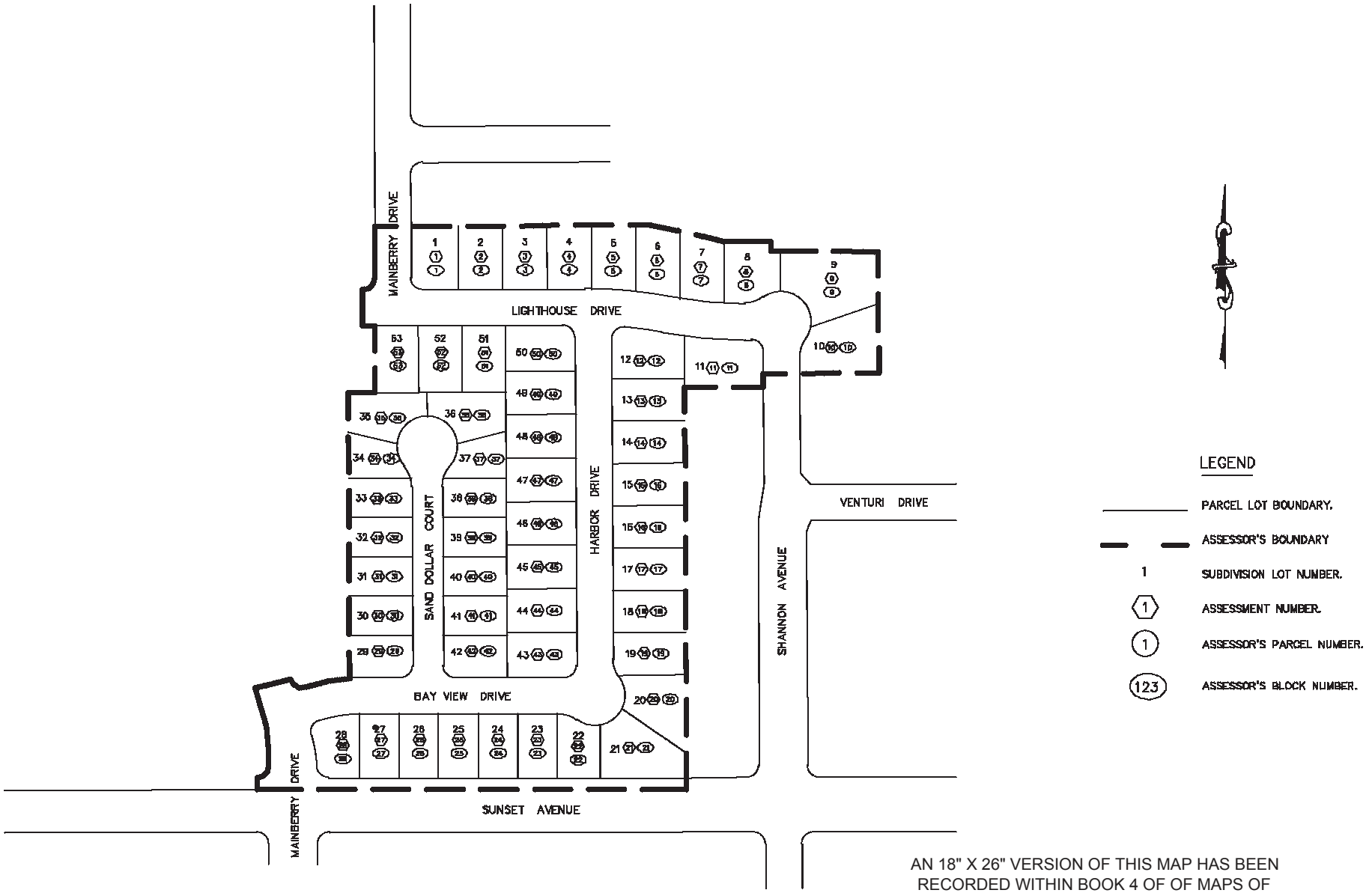
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10G
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE VIII
SUBDIVISION

REV. JULY 2010



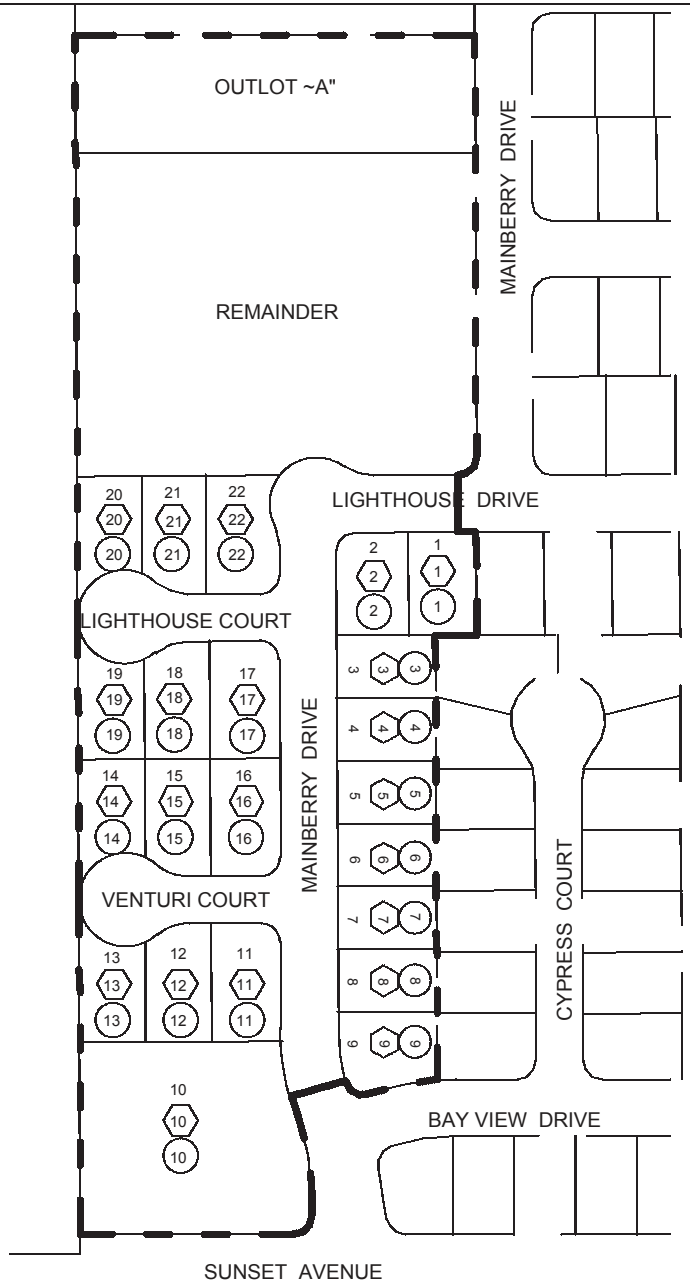
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10H
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE IX
SUBDIVISION

REV. JULY 2010





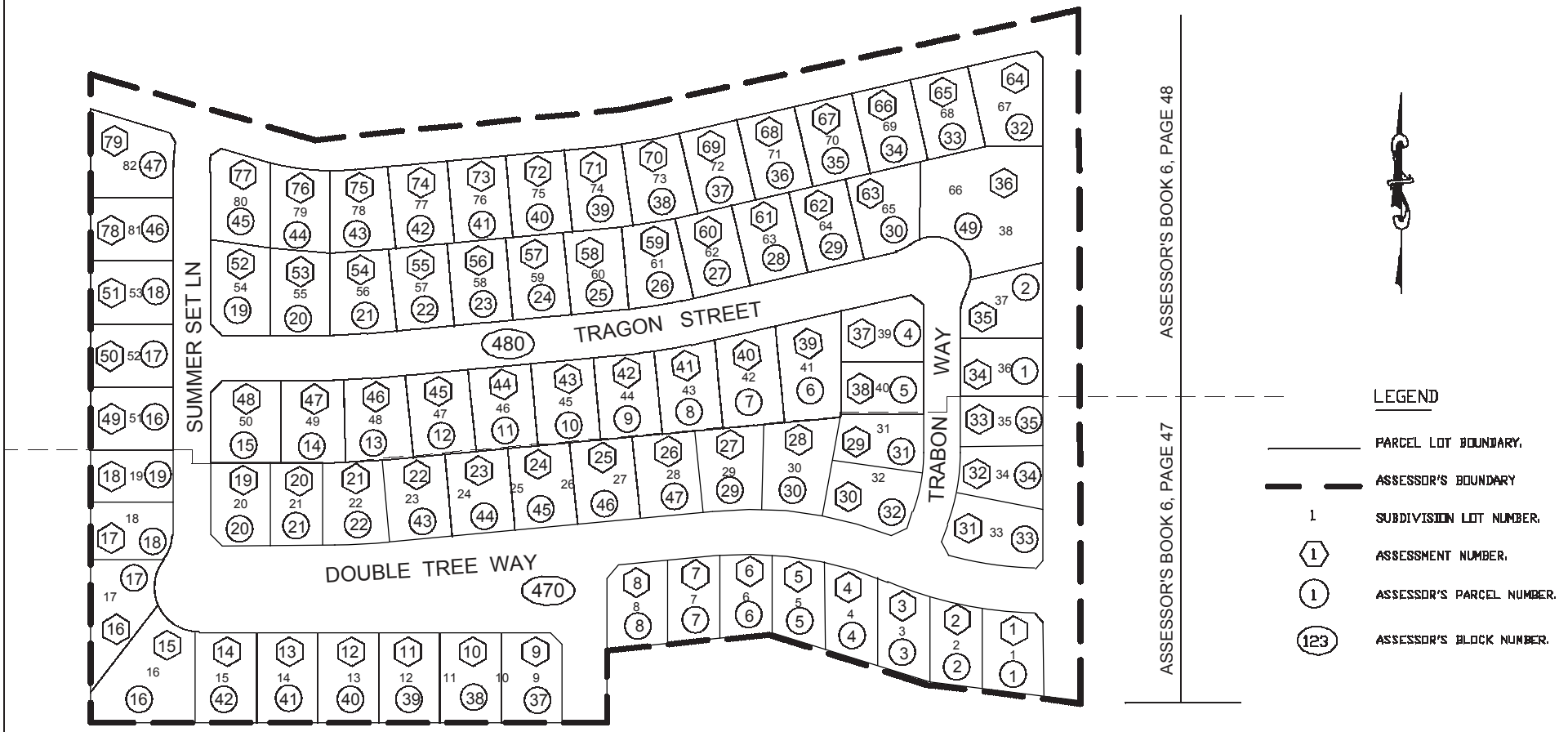
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10i
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH
PHASE X
REV. JULY 2010



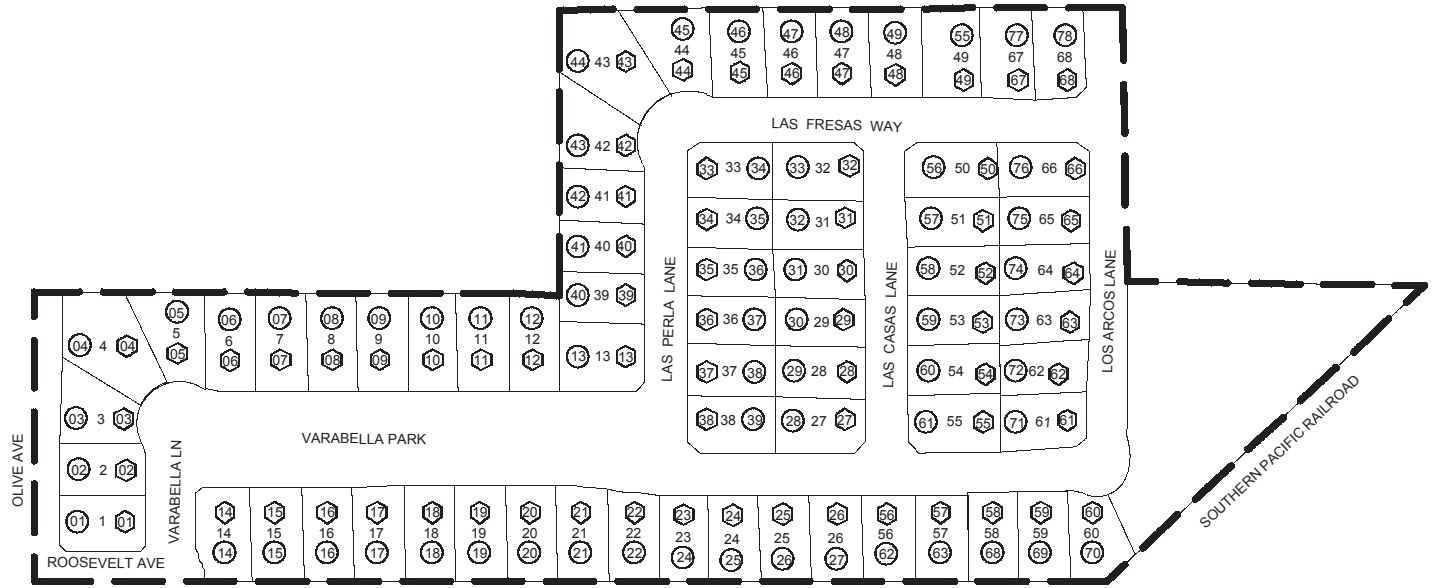
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 12
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

FRENCH COVE
1 AND 2

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

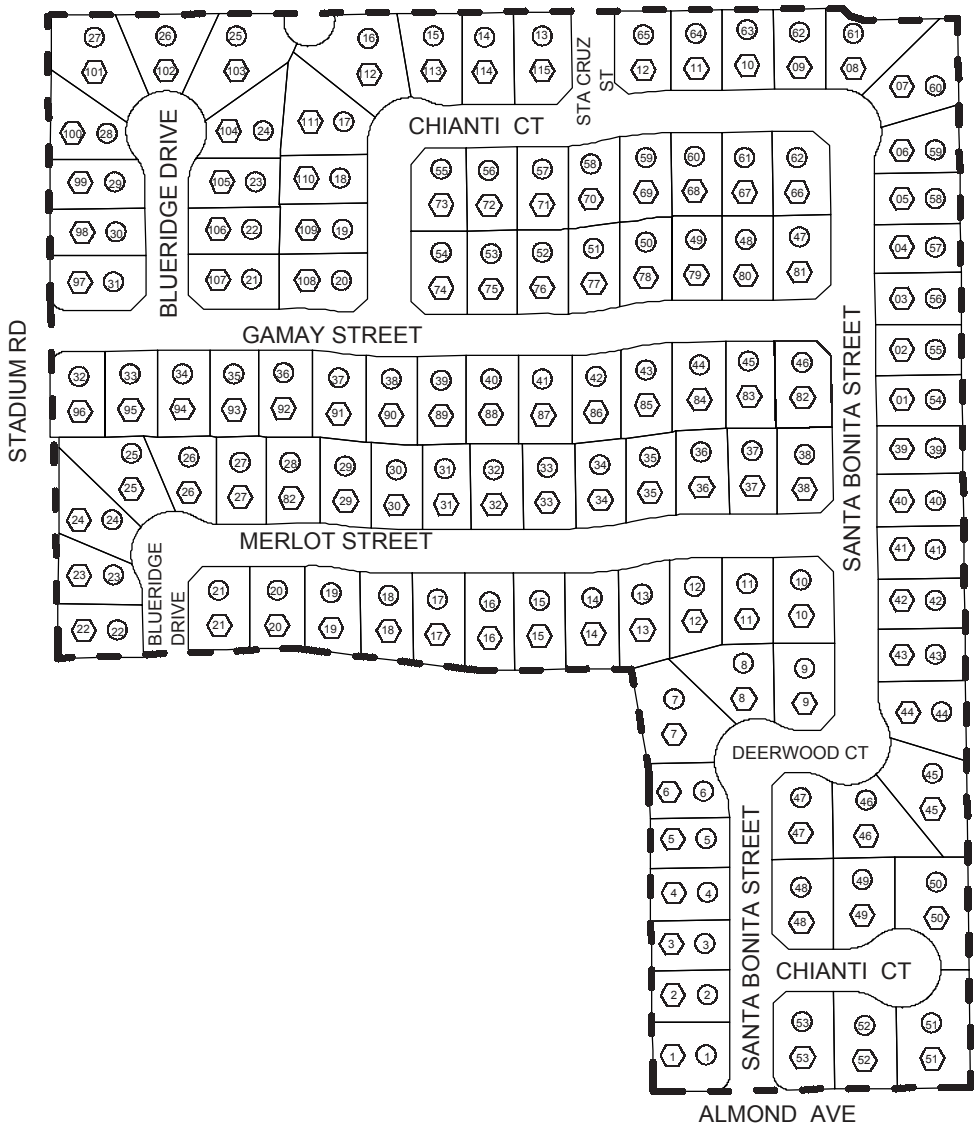
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 13
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LAS PALMAS ESTATES
1, 2, 3 AND 4

REV. JULY 2010





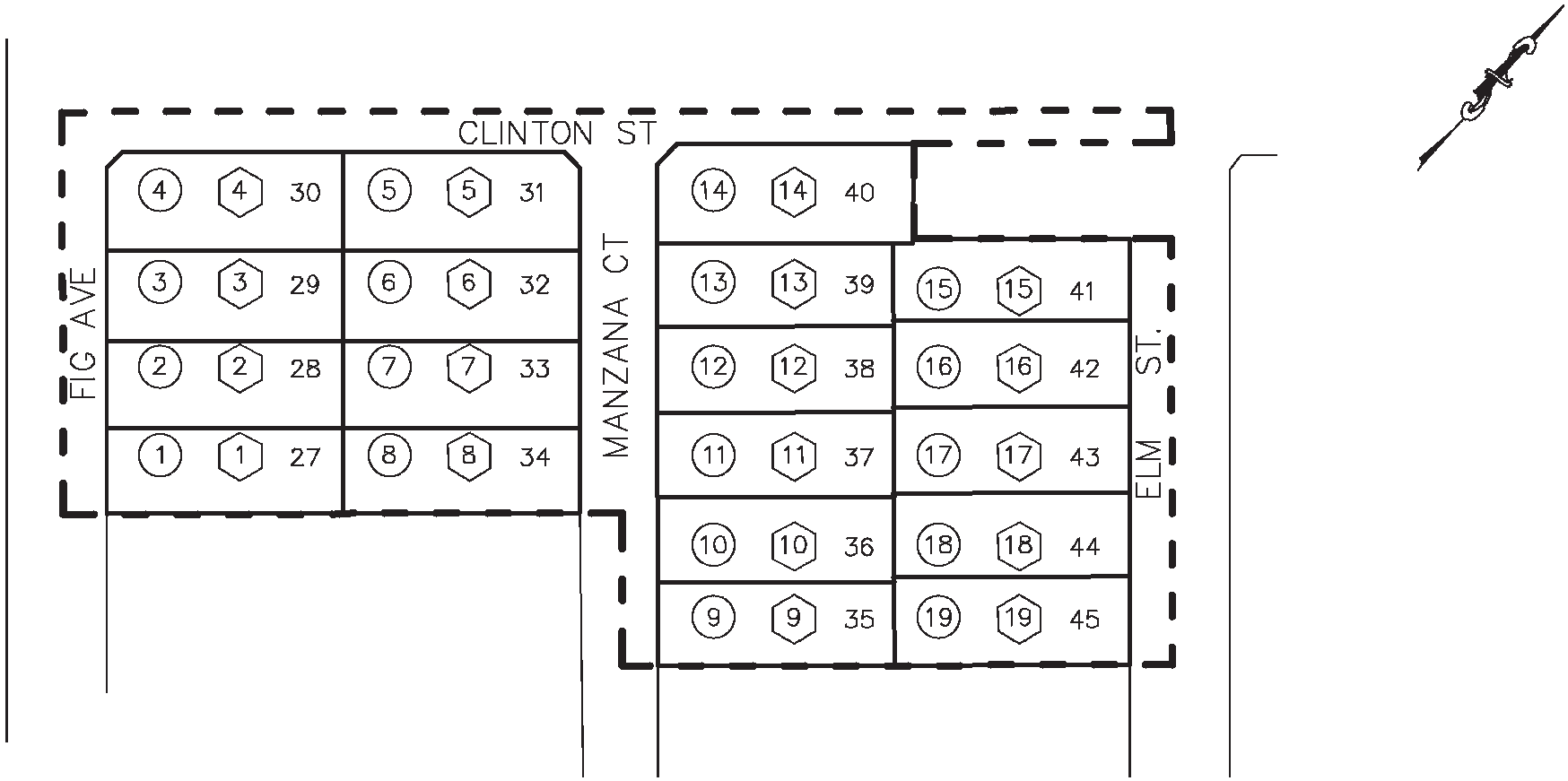
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 14
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO 1 and 2 SUBDIVISION
REV. JULY 2010



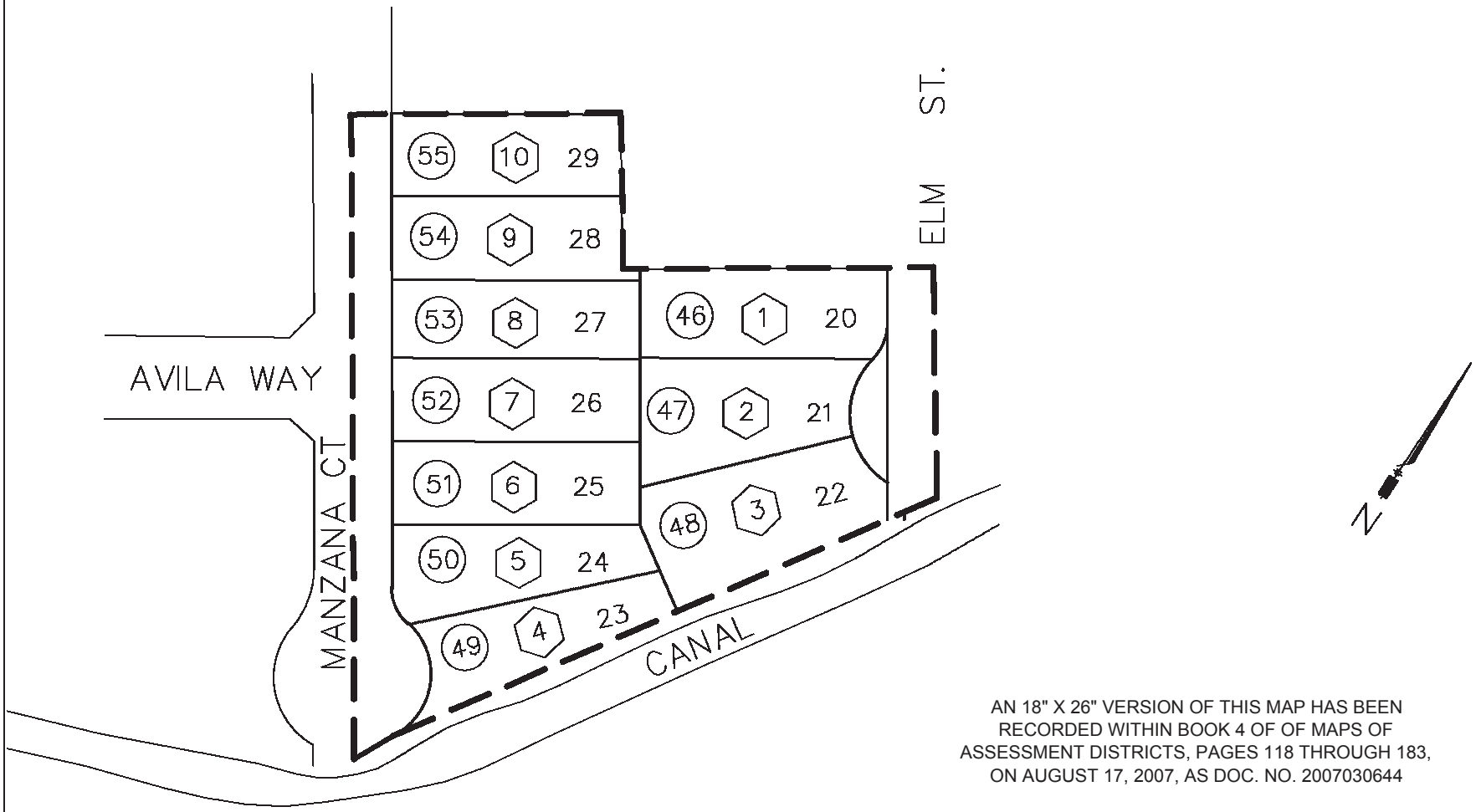
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LEGEND

———	PARCEL LOT BOUNDARY
— —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS
PHASE I
REV. JULY 2010



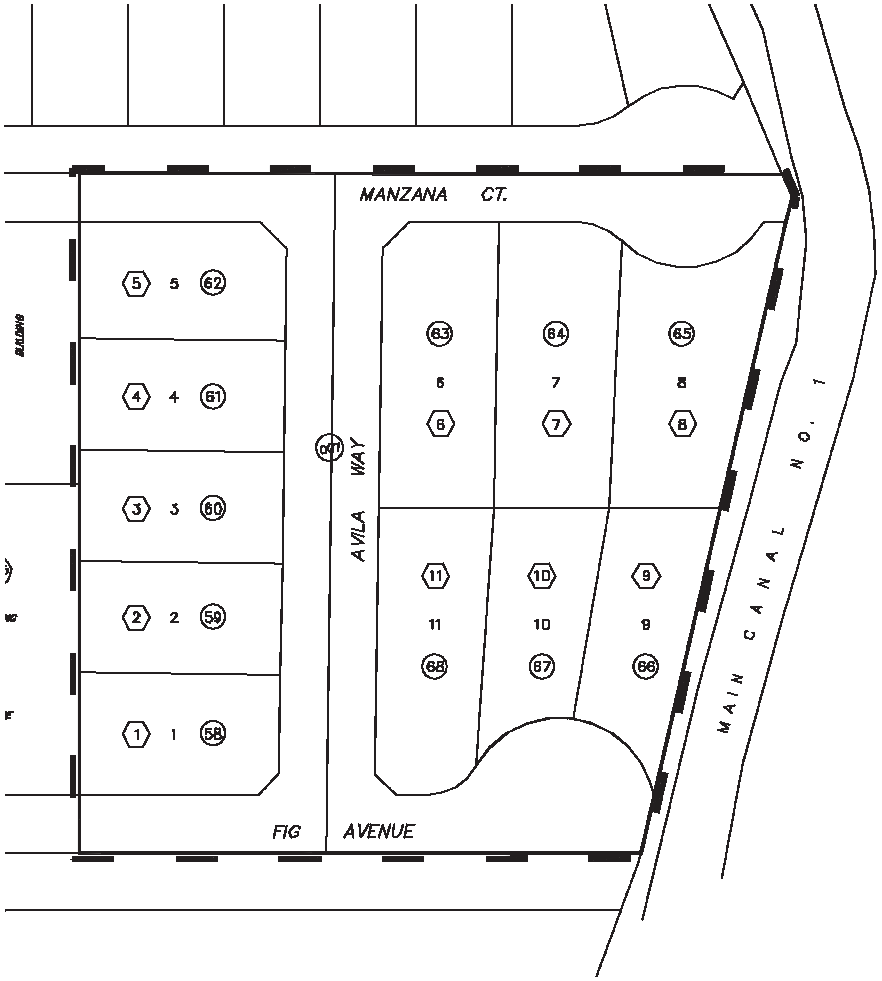
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LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
1	ASSESSOR'S PARCEL NUMBER
101	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS
PHASE II
REV. JULY 2010



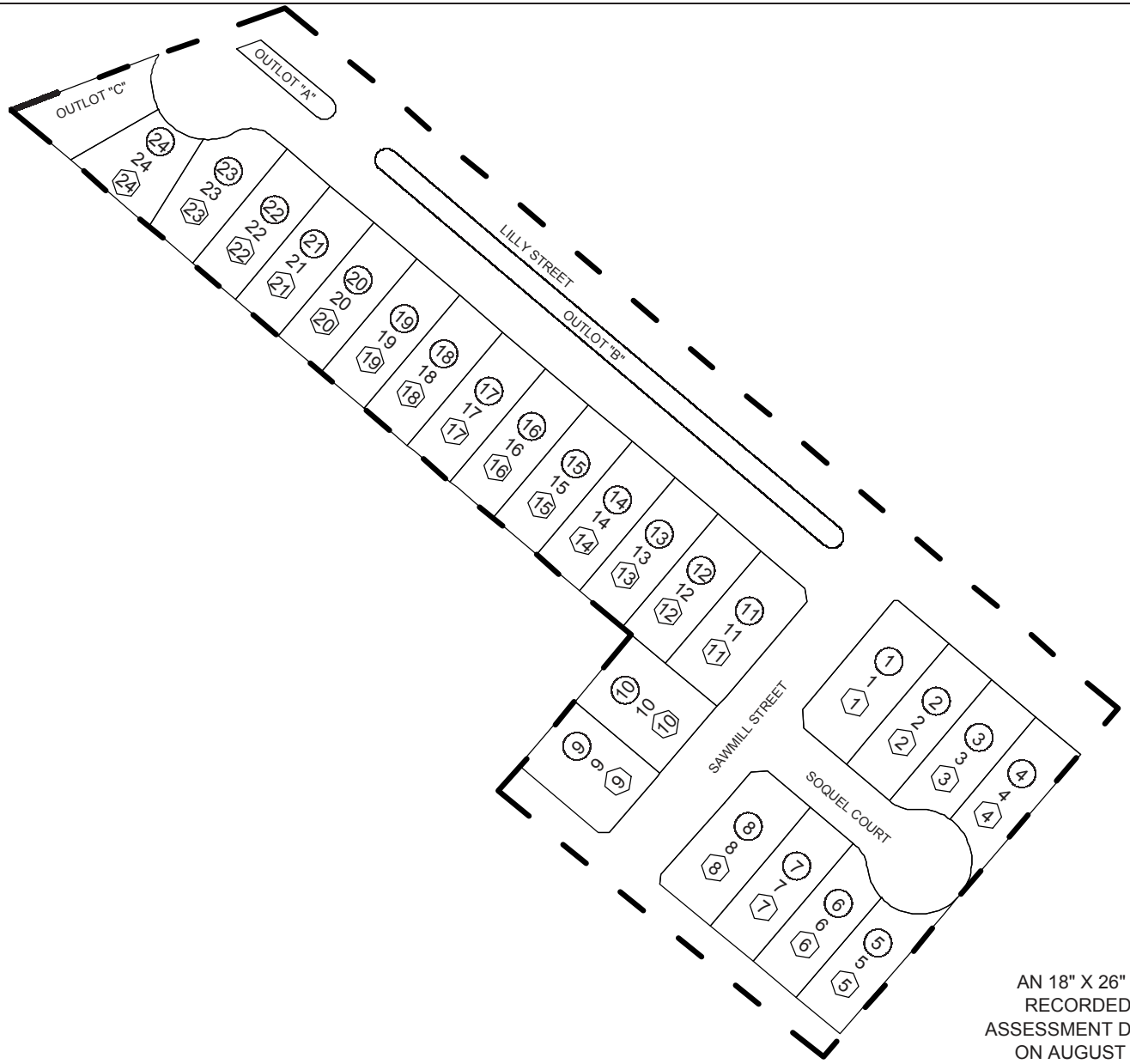
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LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
①1	ASSESSOR'S PARCEL NUMBER
⬭##	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS PHASE III
REV. JULY 2010





LEGEND

———	PARCEL LOT BOUNDARY.
– – –	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
⬡ 1	ASSESSMENT NUMBER.
① 1	ASSESSOR'S PARCEL NUMBER.
⑫③	ASSESSOR'S BLOCK NUMBER.

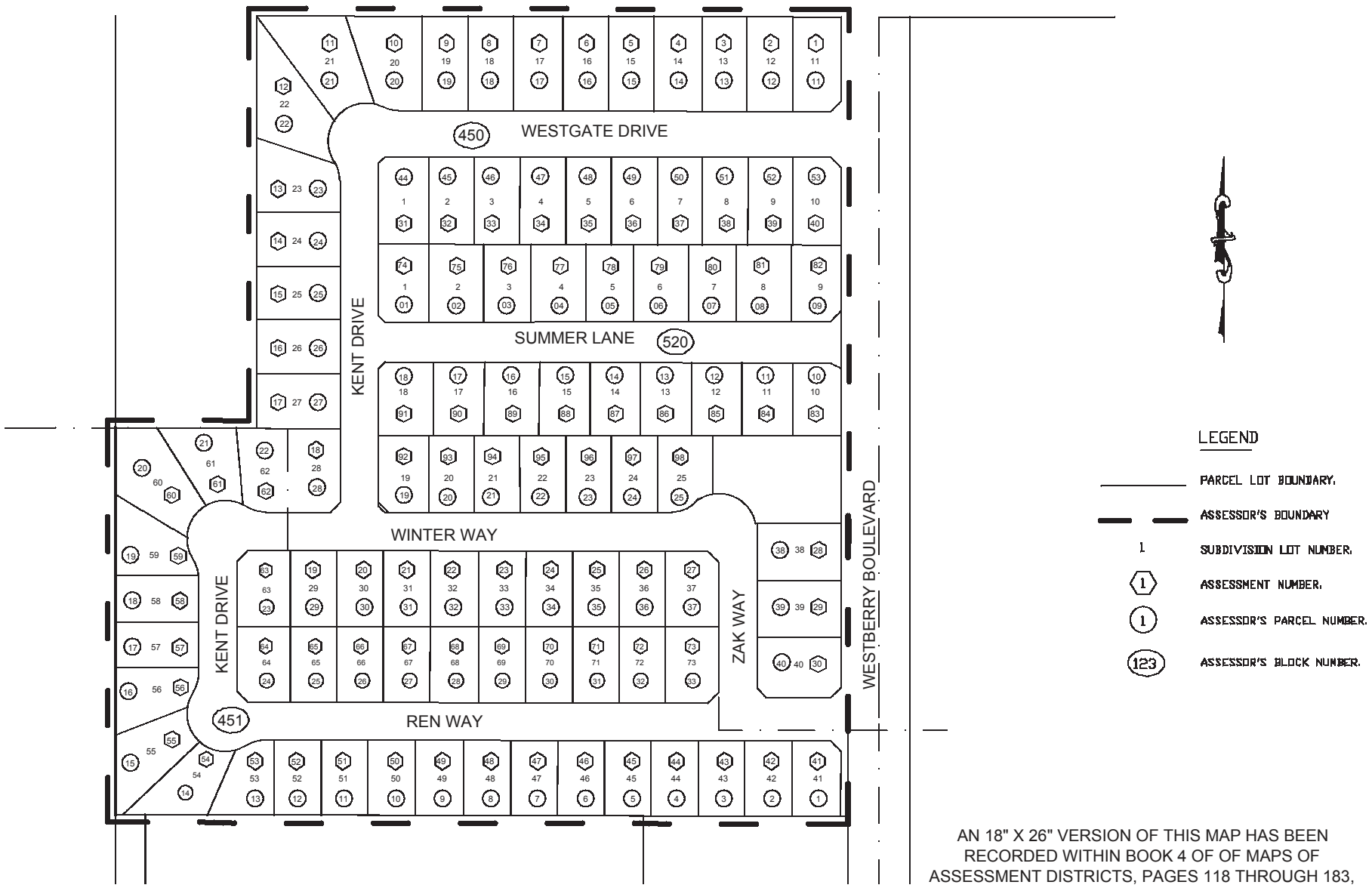
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 16
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

SUGAR PINE ESTATES

REV. JULY 2010



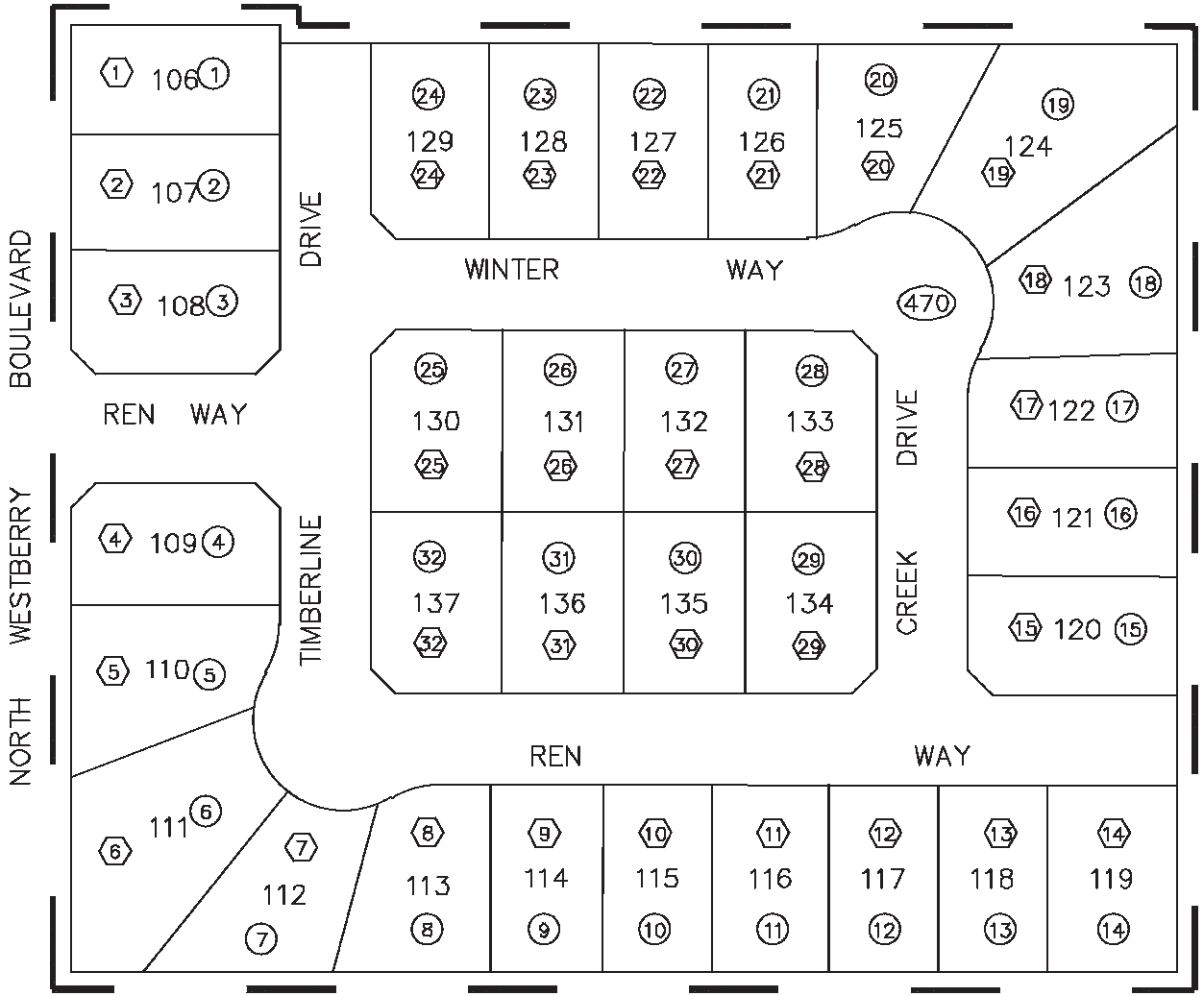
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASES 1 AND 2

REV. JULY 2010





LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

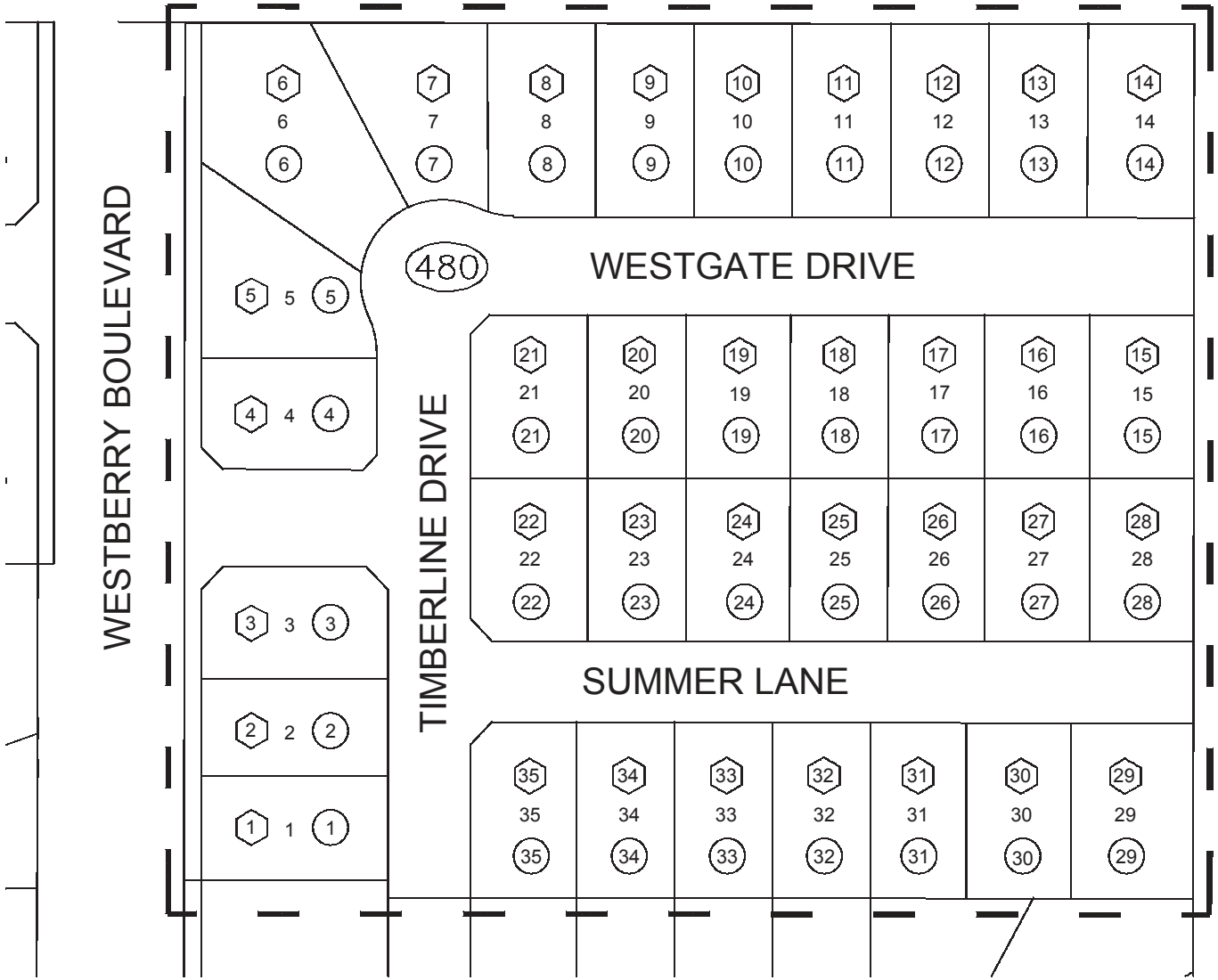
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASE 3

REV. JULY 2010





LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

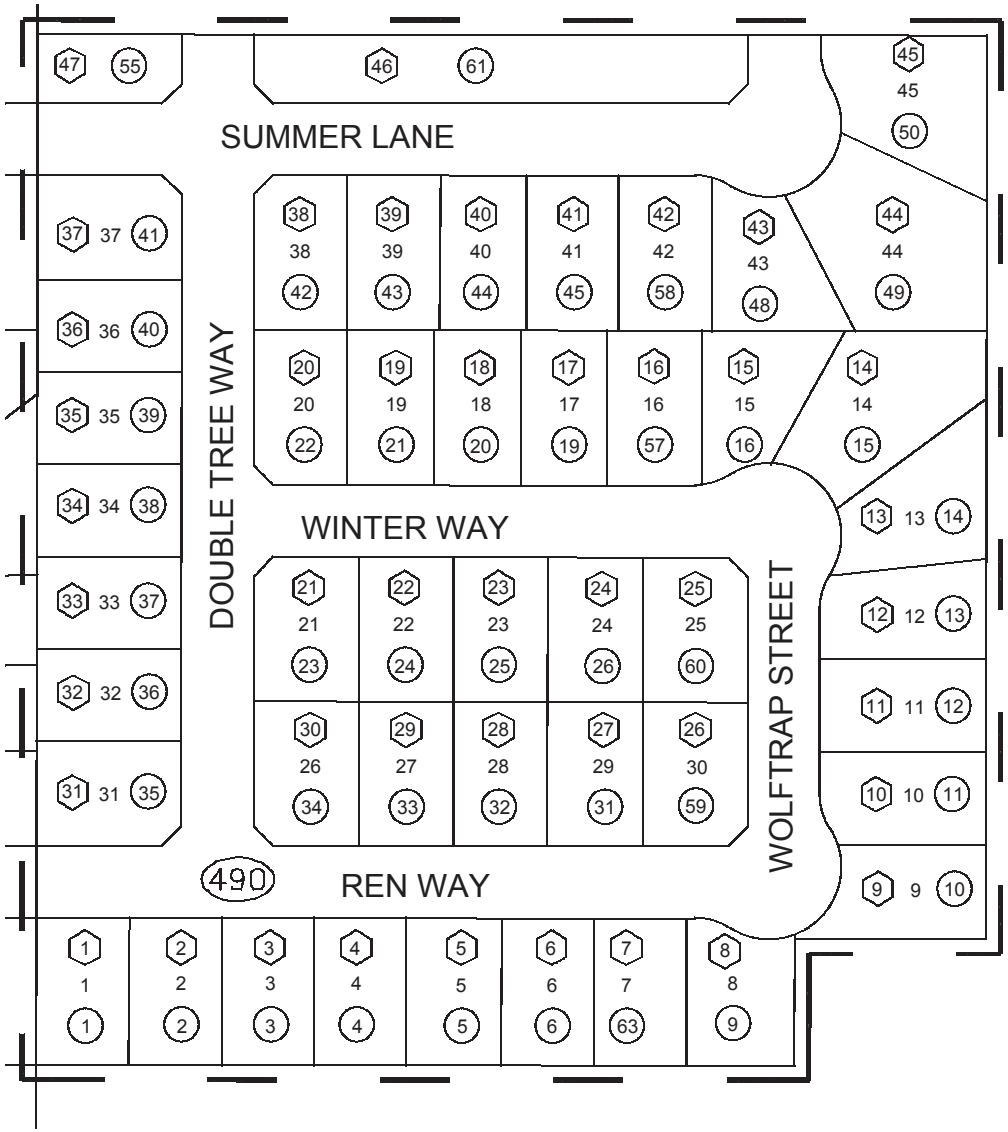
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASE 4

REV. JULY 2010



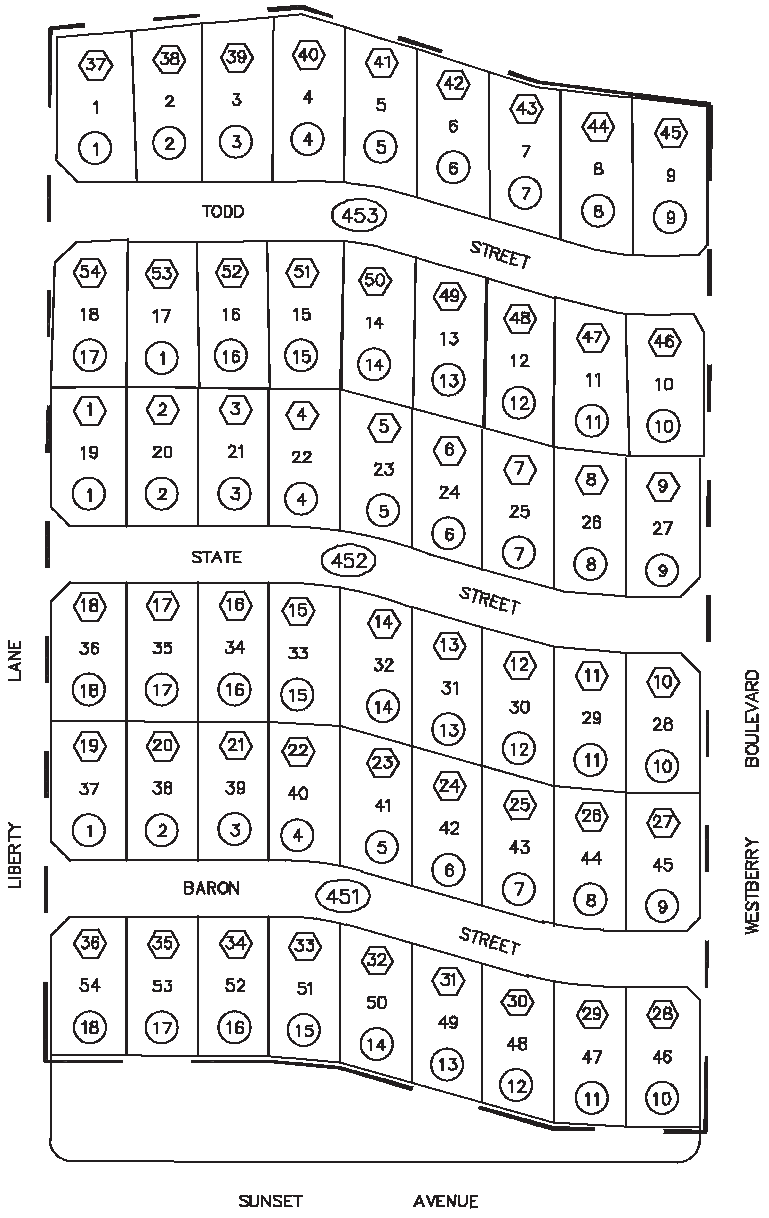
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO XI
PHASE 1
REV. JULY 2010





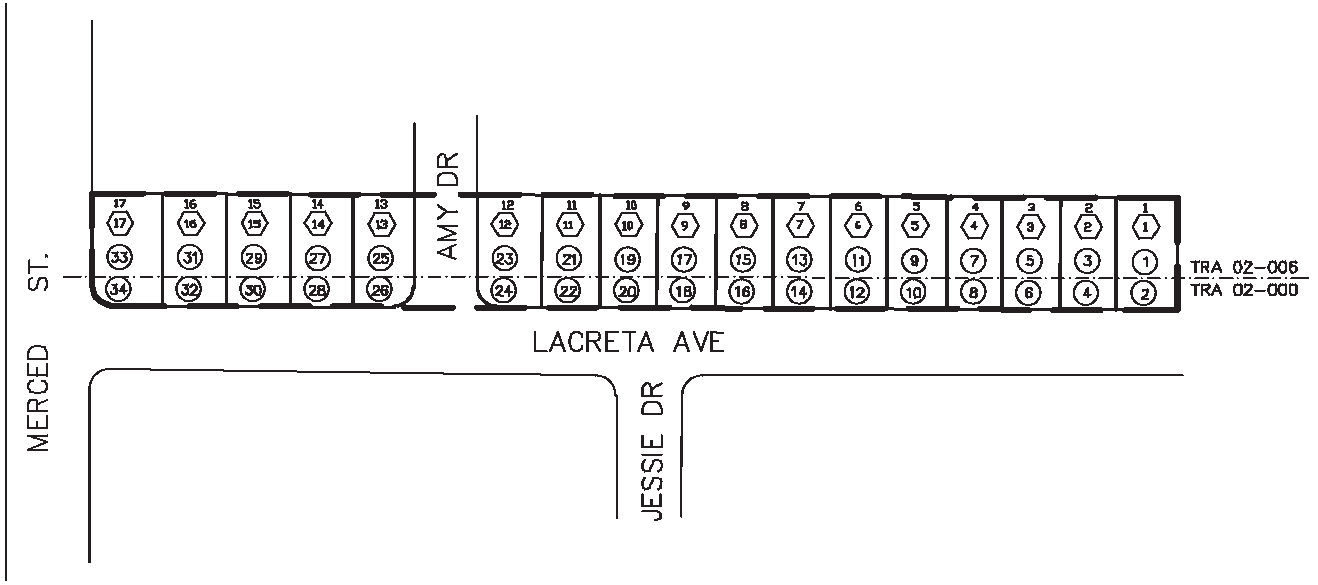
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 18
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LINCOLN PLACE
PHASES 1, 2 AND 3
REV. JULY 2010





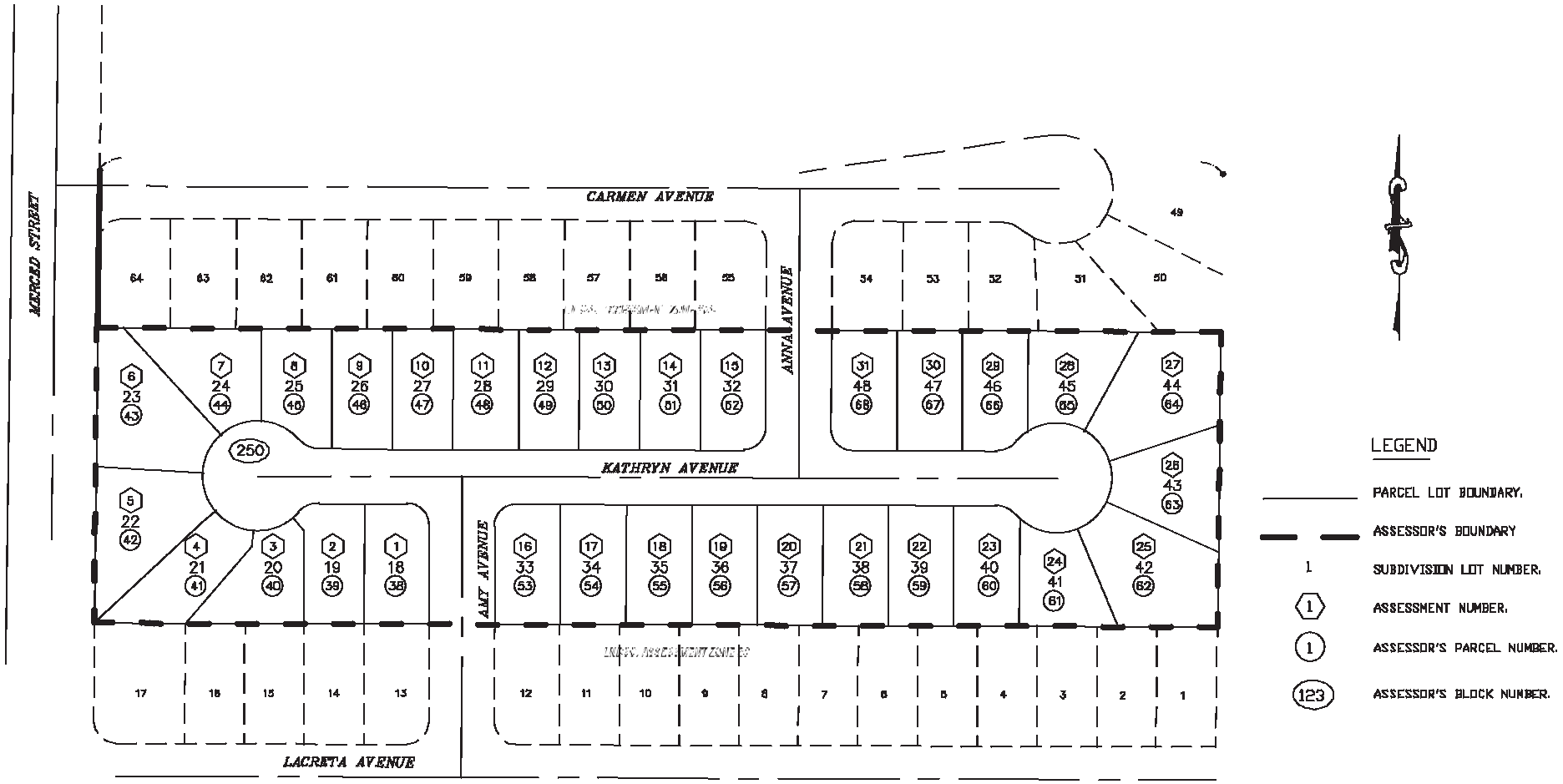
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LA JOLLA
PHASE 1
REV. JULY 2010



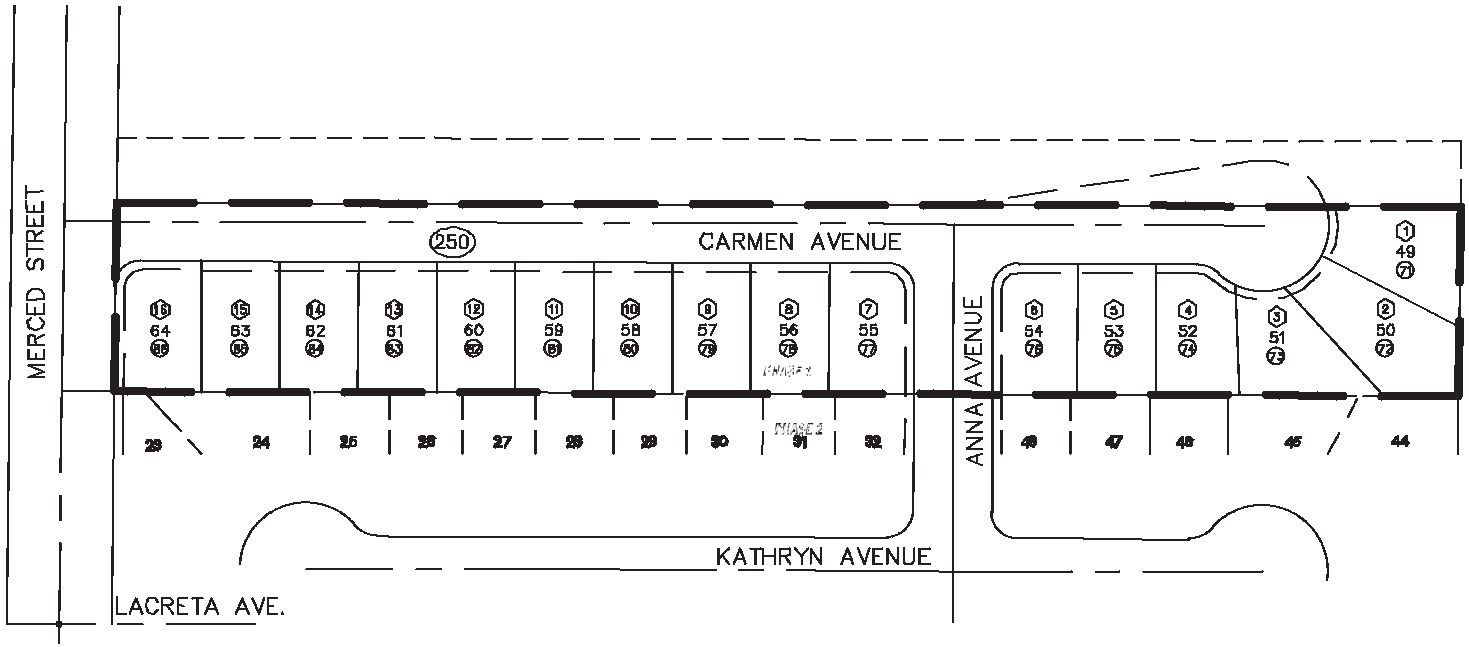
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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LA JOLLA
PHASE 2

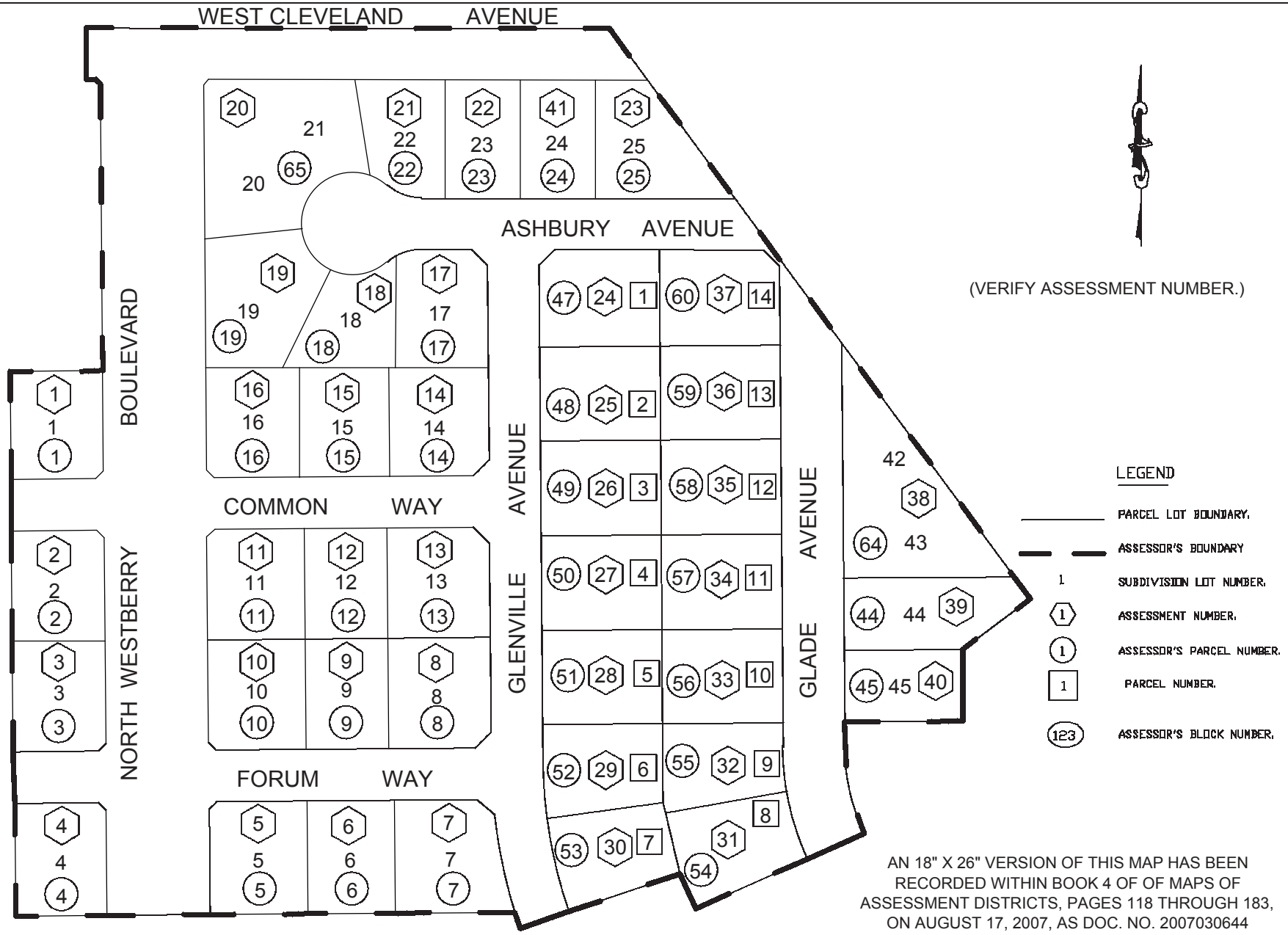
REV. JULY 2010



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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

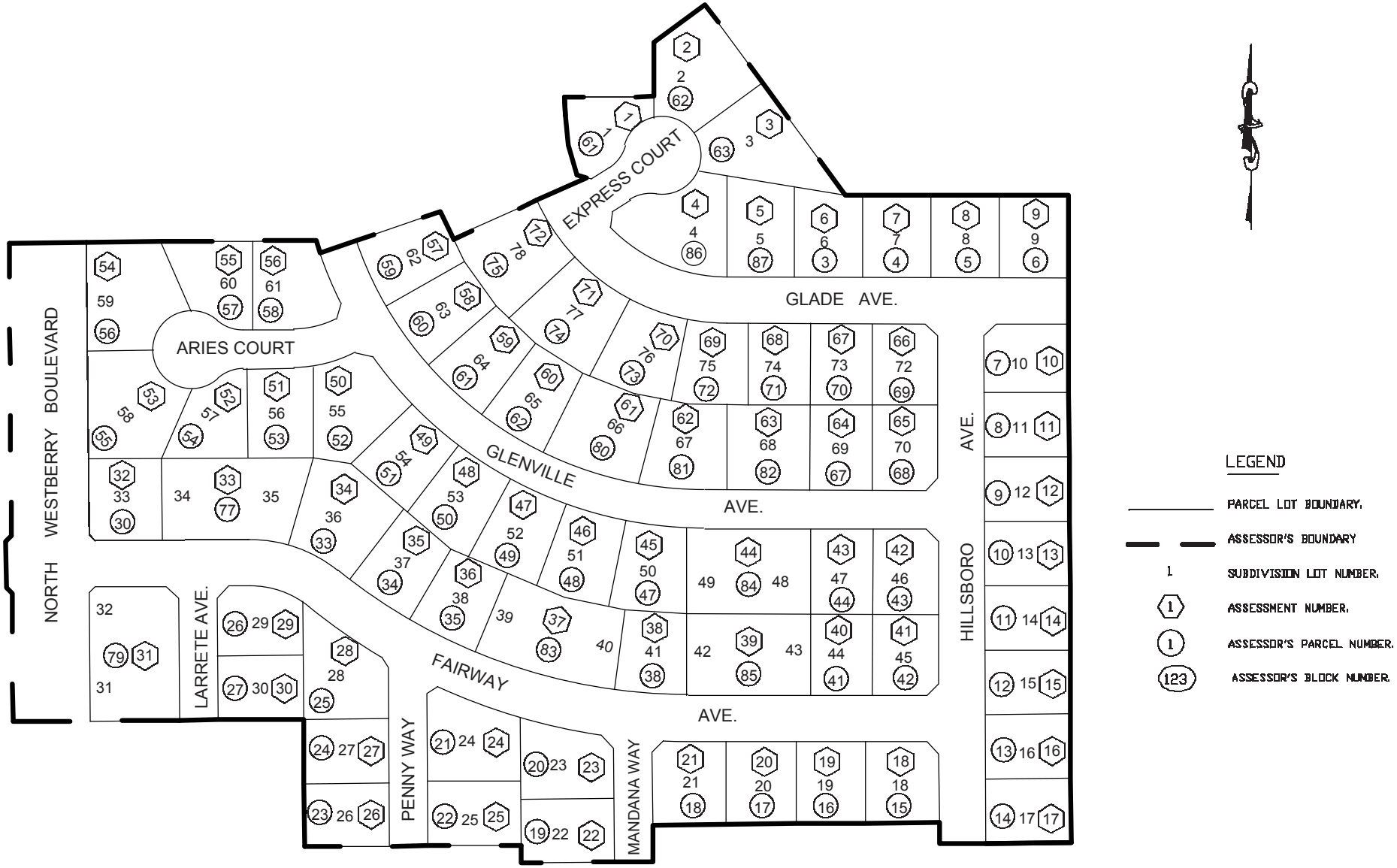
CITY OF MADERA
LA JOLLA
PHASE 3
REV. JULY 2010



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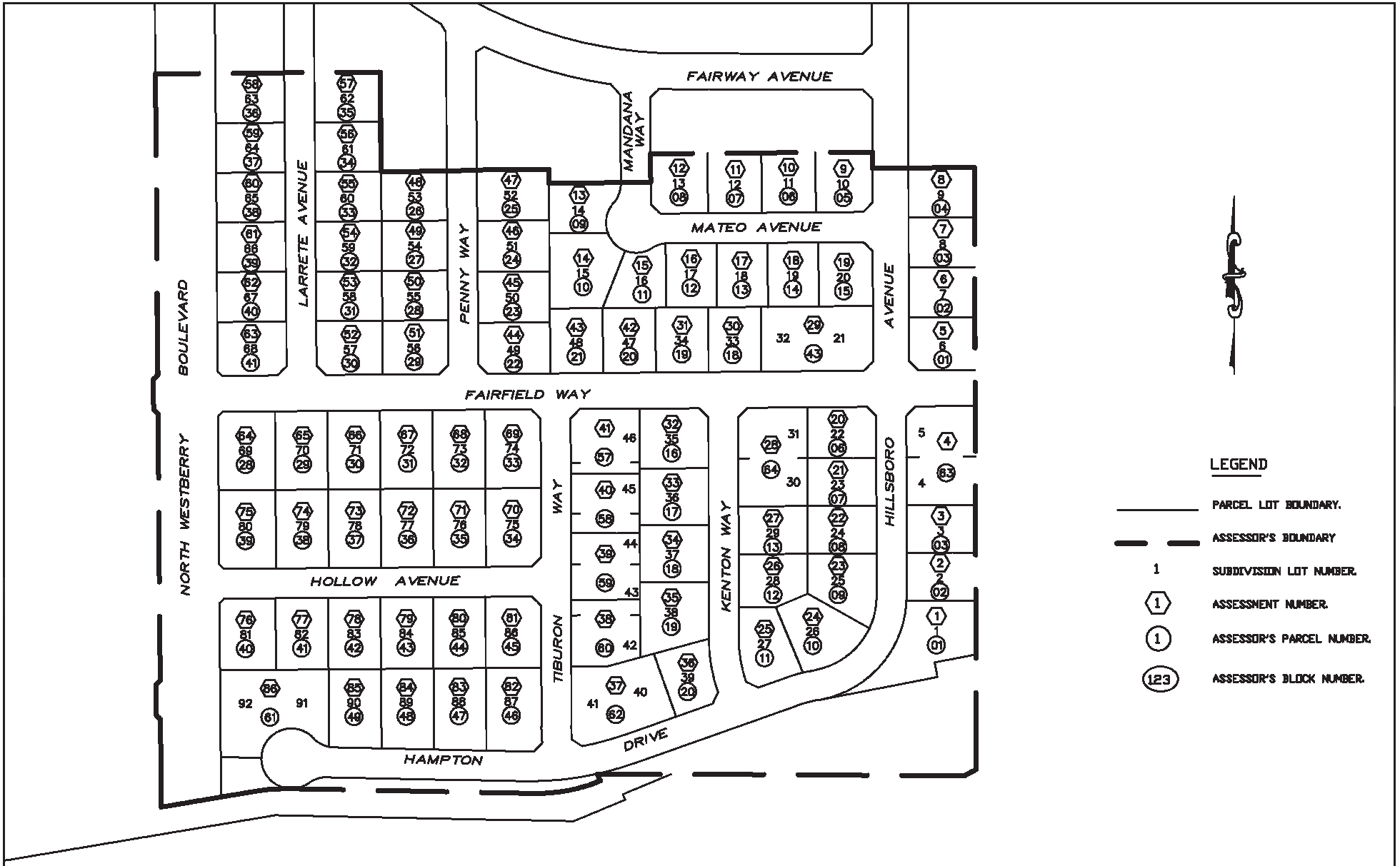
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE-21A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH Phase I
REV. JULY 2010



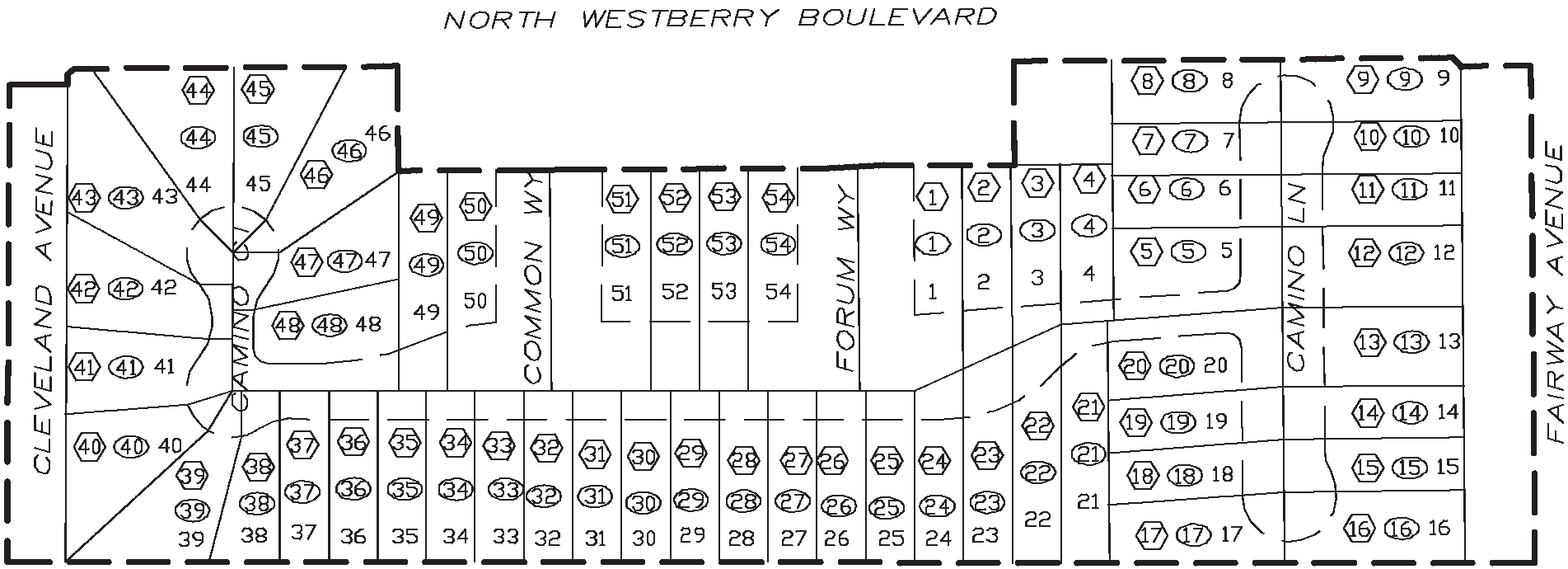
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE-21B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH Phase II
REV. APRIL 2015



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH
PHASE III
REV. JULY 2009

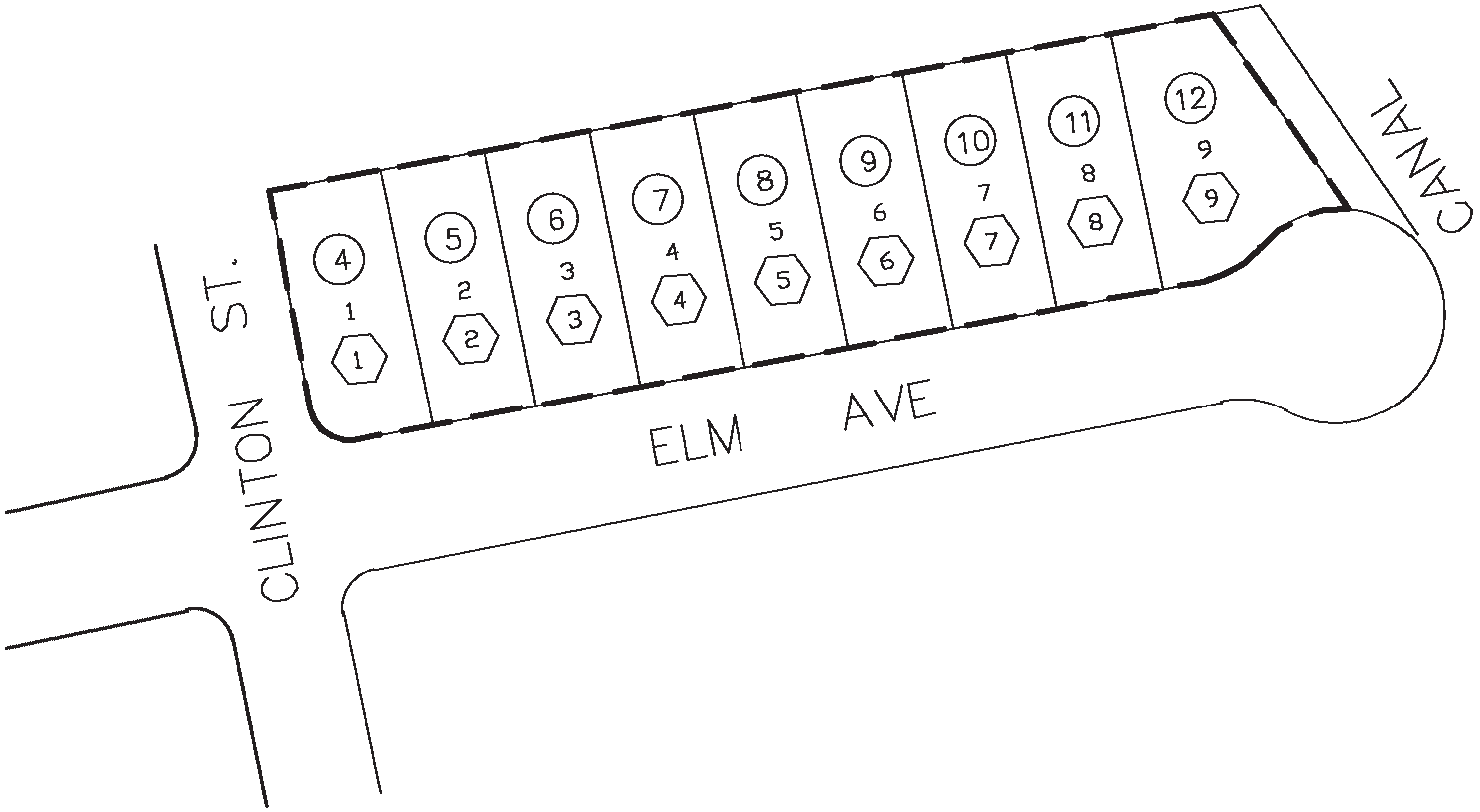


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21 D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH
PHASE IV
REV. JULY 2010





LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
123	ASSESSOR'S BLOCK NUMBER.

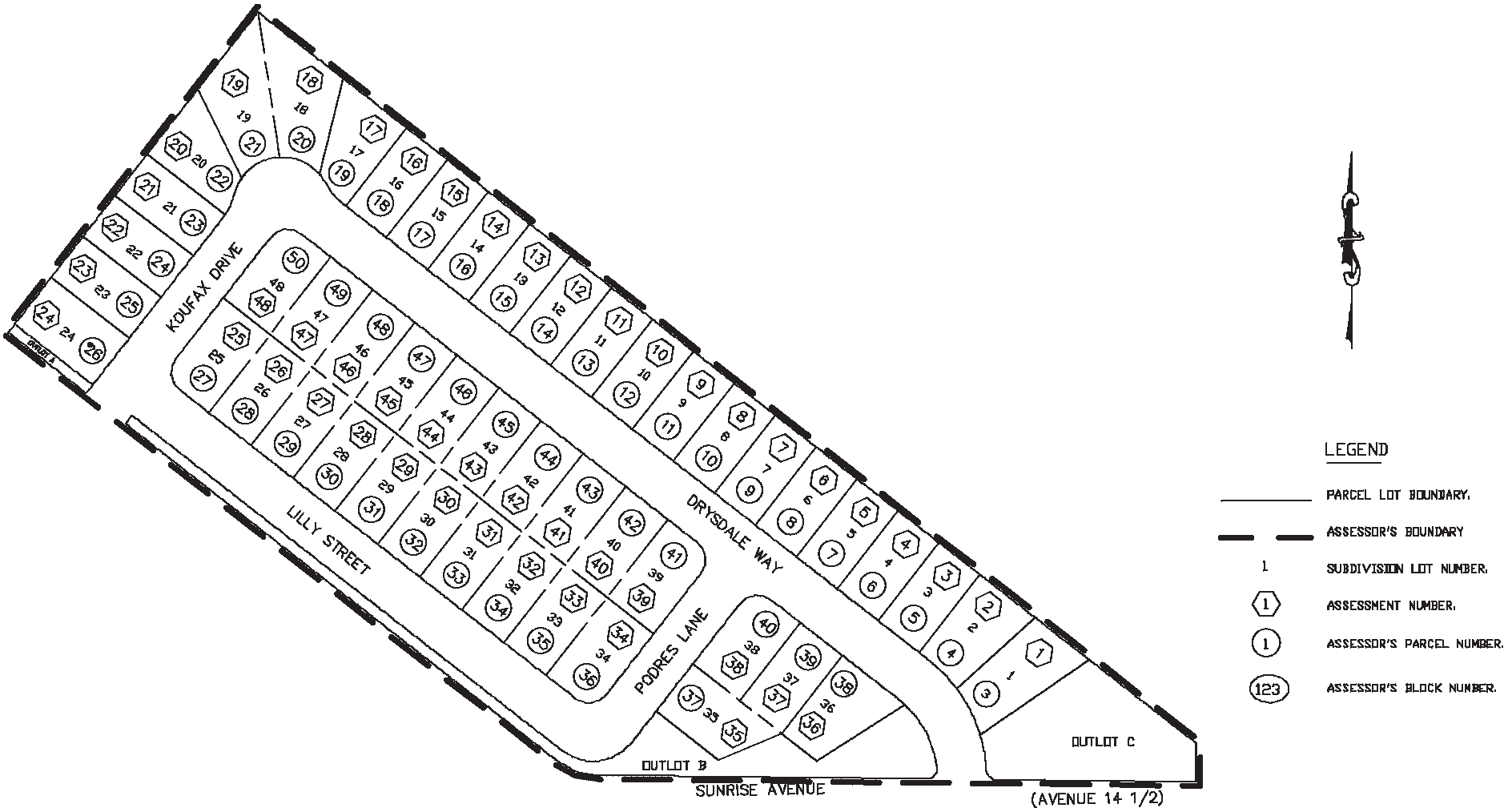
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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 23
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

ELM ESTATES II
SUBDIVISION

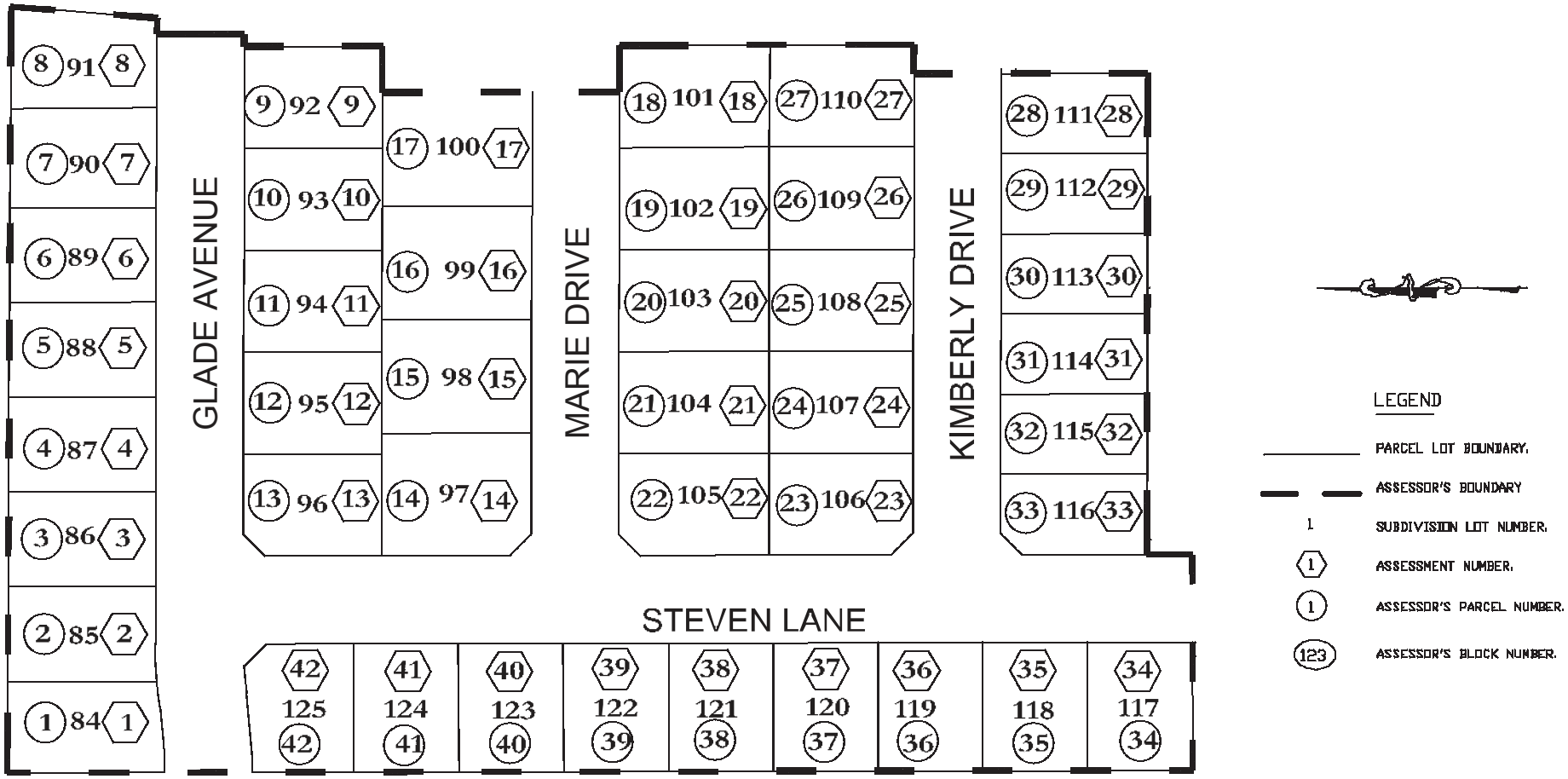
REV. JULY 2010



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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 24
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

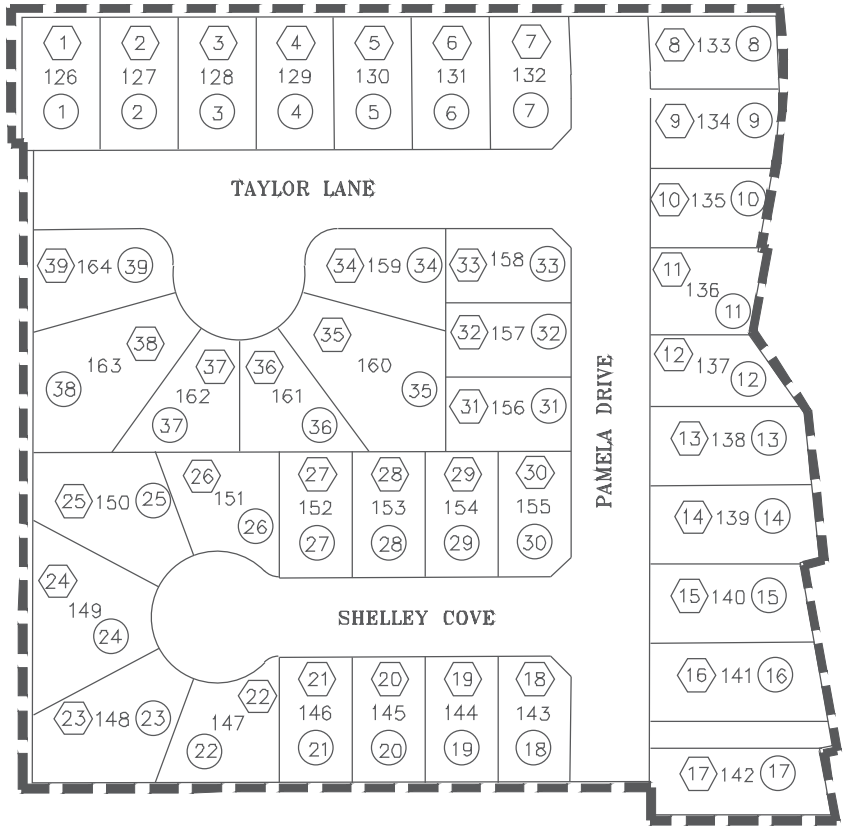
CITY OF MADERA
VISTA DEL SIERRA SUBDIVISION
REV. JULY 2010



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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 25C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
COTTONWOOD III
REV. JULY 2010



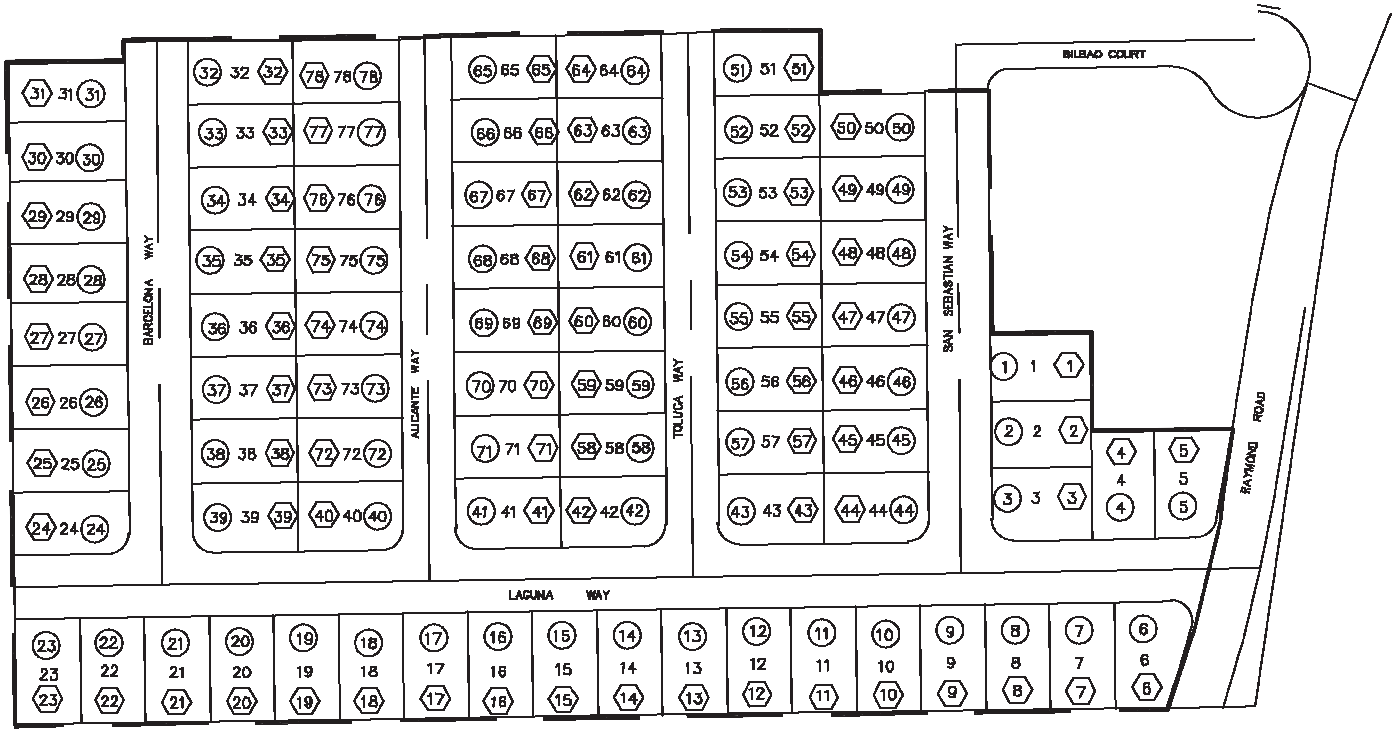
LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

SCALE: NTS

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 25D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
COTTONWOOD ESTATES
PHASE 4
REV. JULY 2010





LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

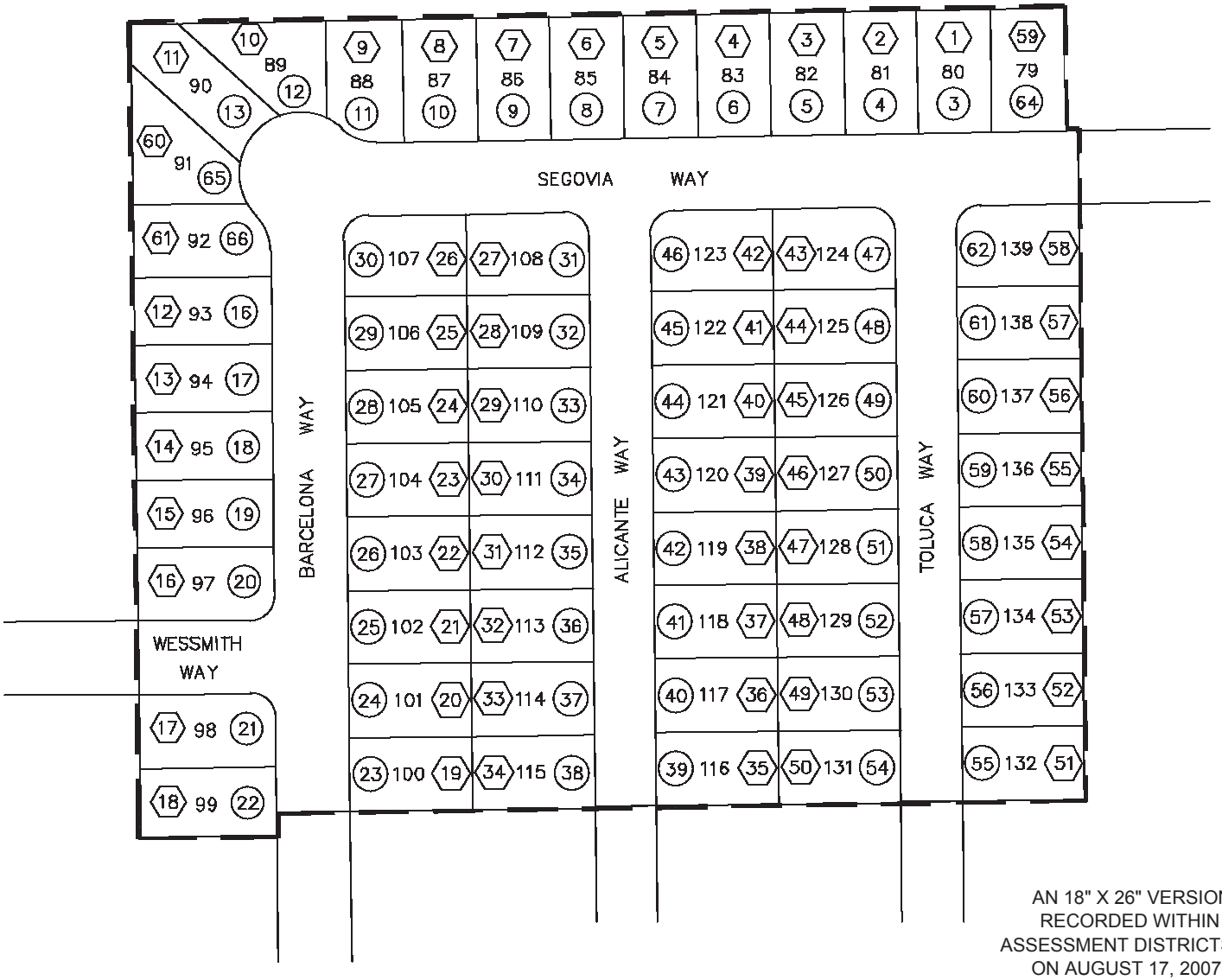
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CORDOVA ESTATES
PHASES 1 AND 2

REV. JULY 2010



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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CORDOVA ESTATES PHASE III
REV. JULY 2010



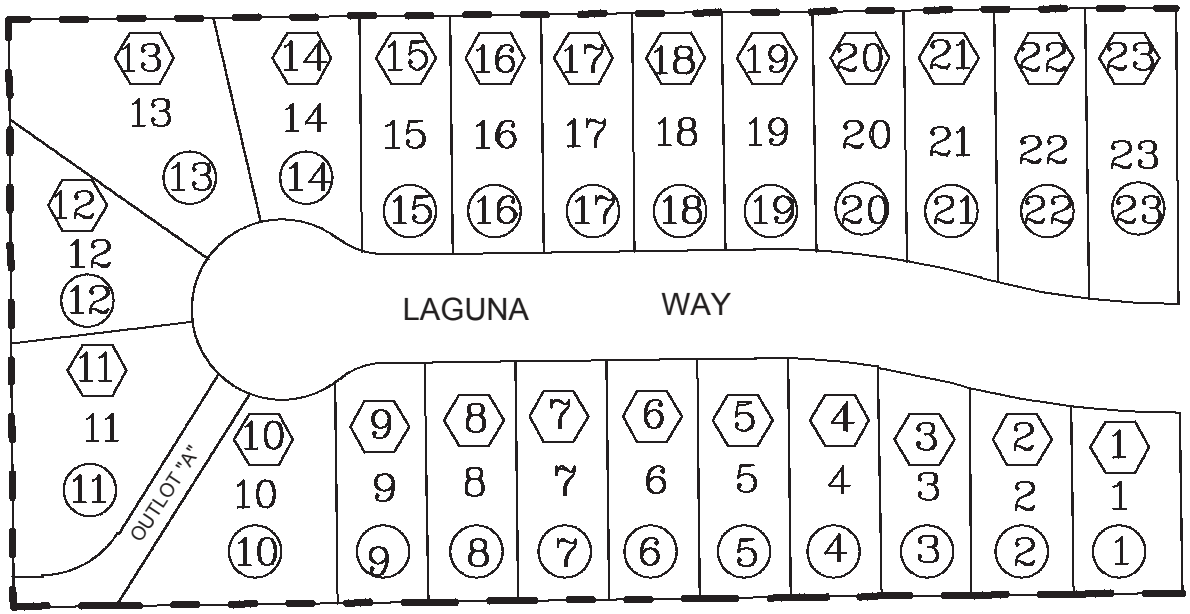
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CORDOVA ESTATES
PHASE IV
REV. JULY 2010



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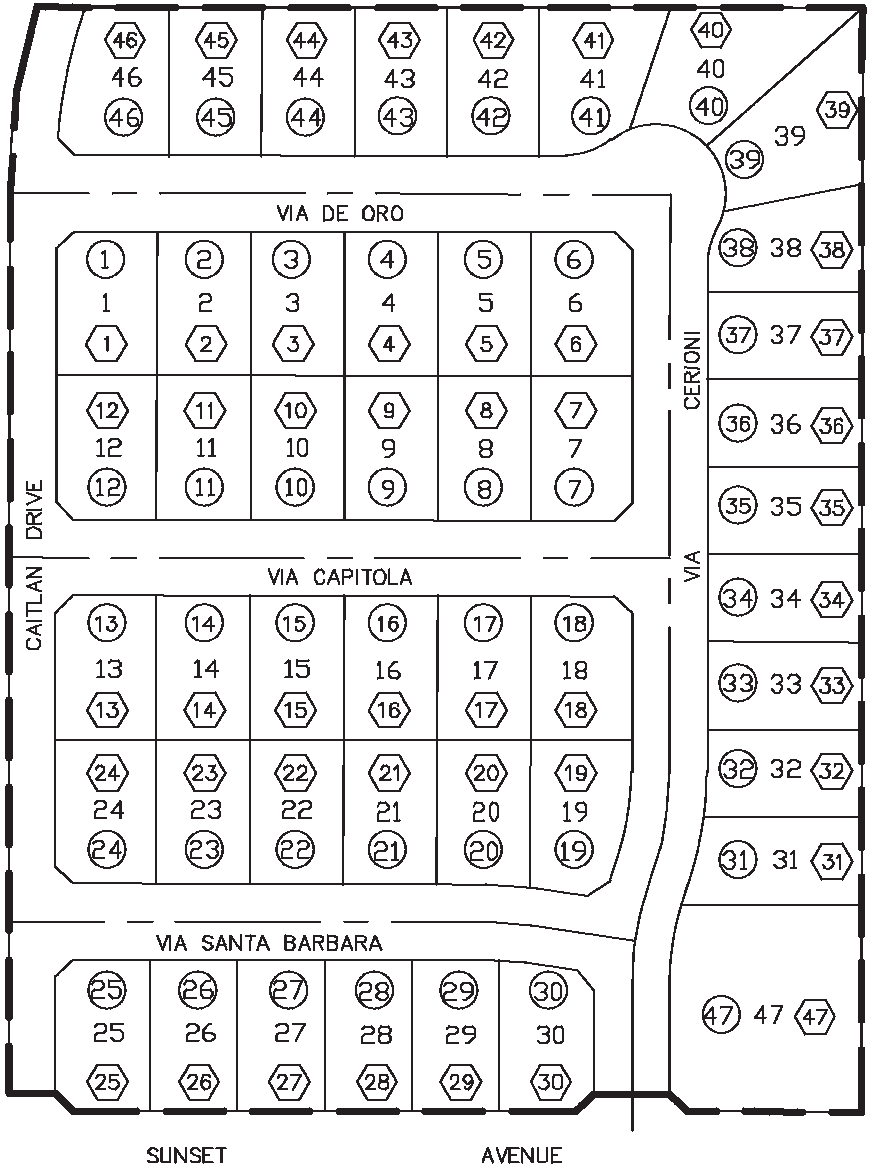
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
OAKWOOD ESTATES
REV. JULY 2010





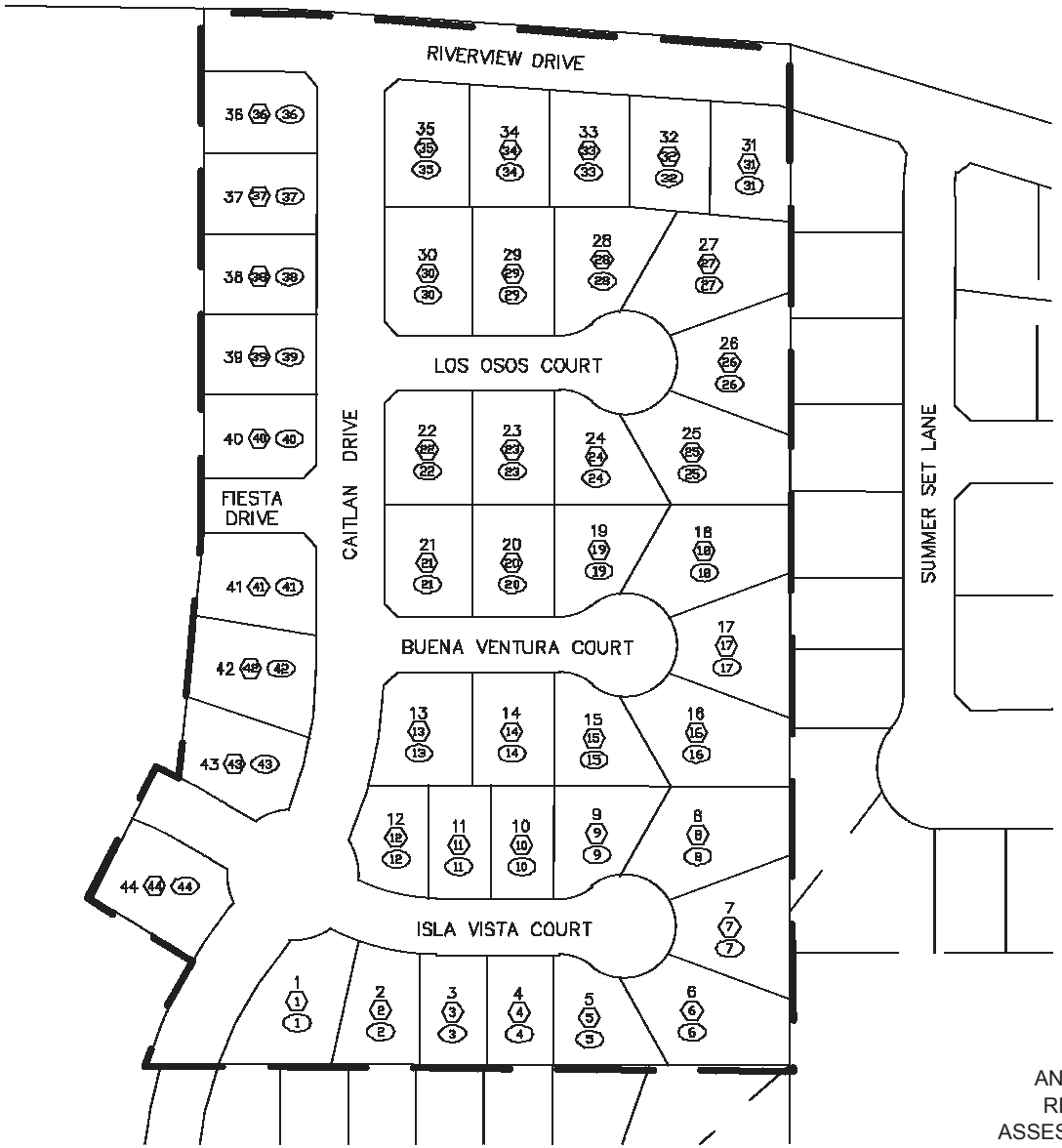
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 27
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VINEYARD WEST I SUBDIVISION
REV. JULY 2010





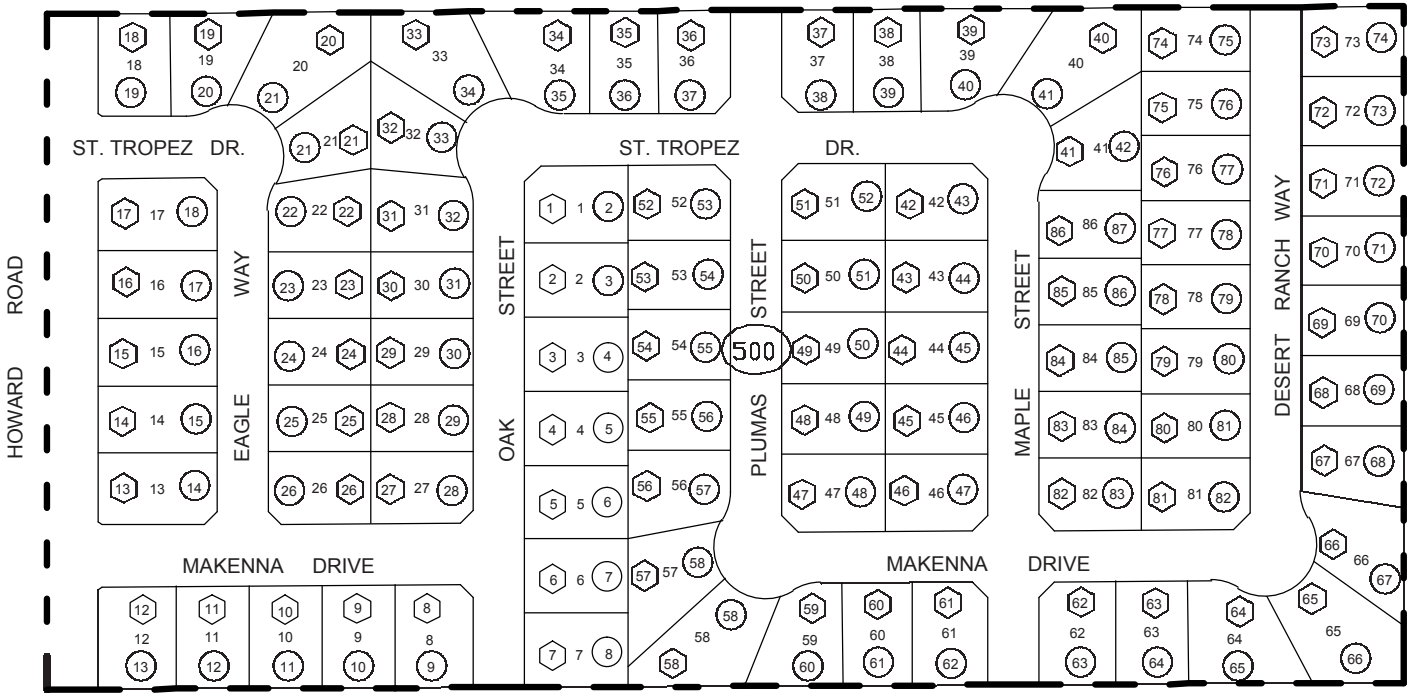
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 27B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VINEYARD WEST II SUBDIVISION
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

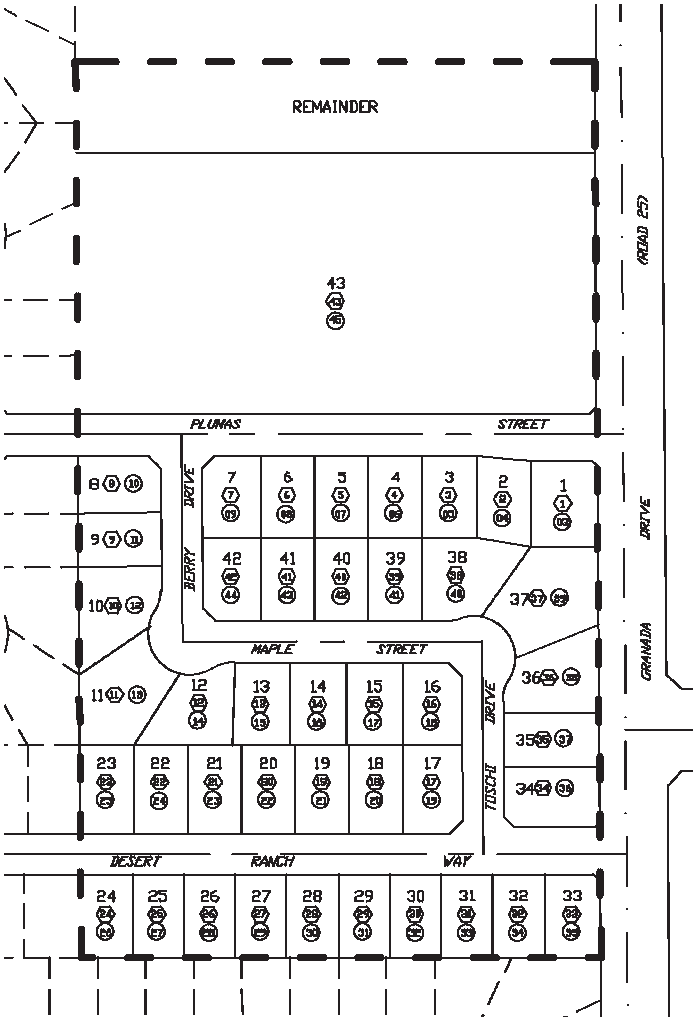
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 28
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO XII

REV. JULY 2010



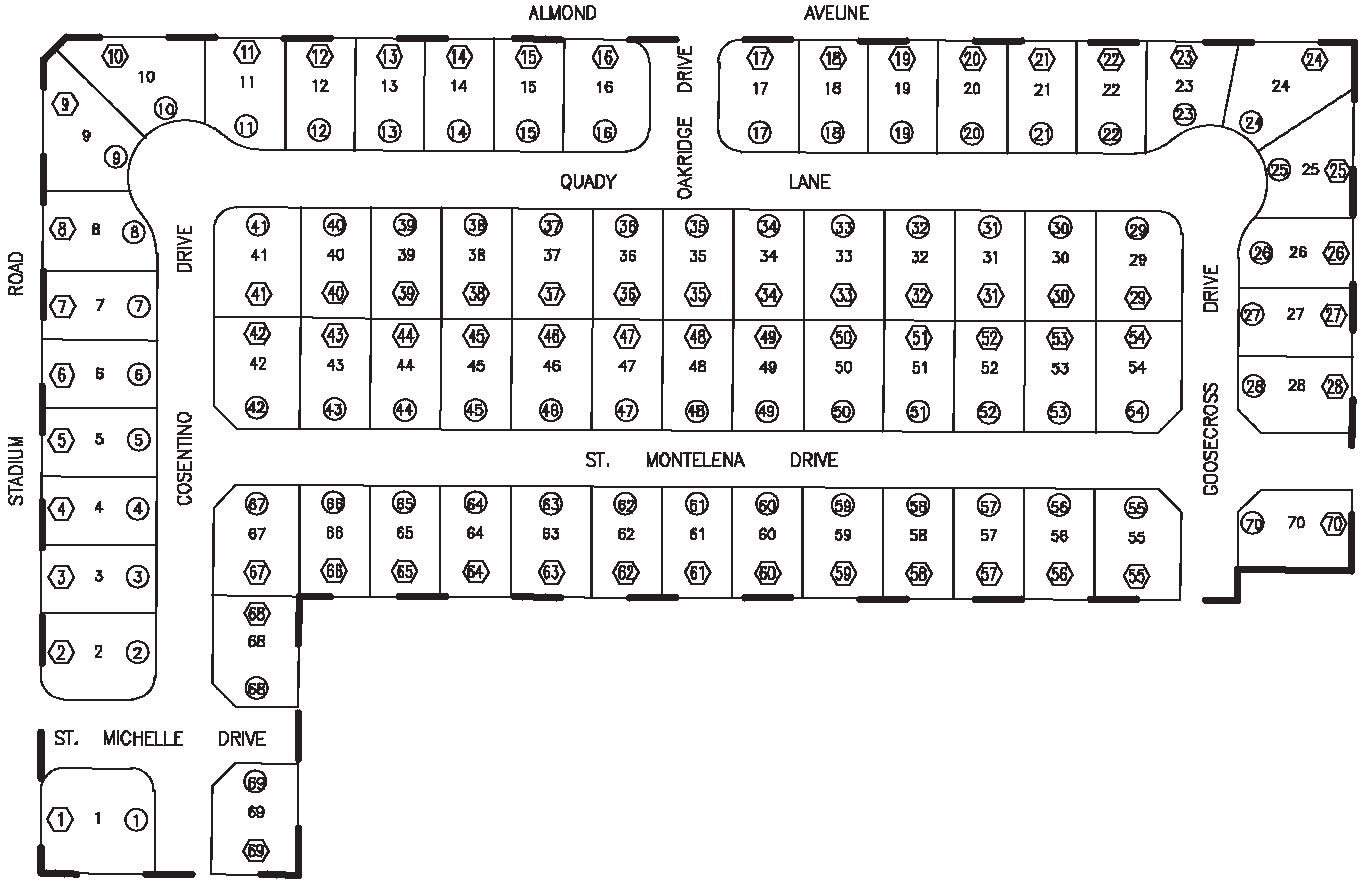
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 28B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO XIII SUBDIVISION
REV. JULY 2010





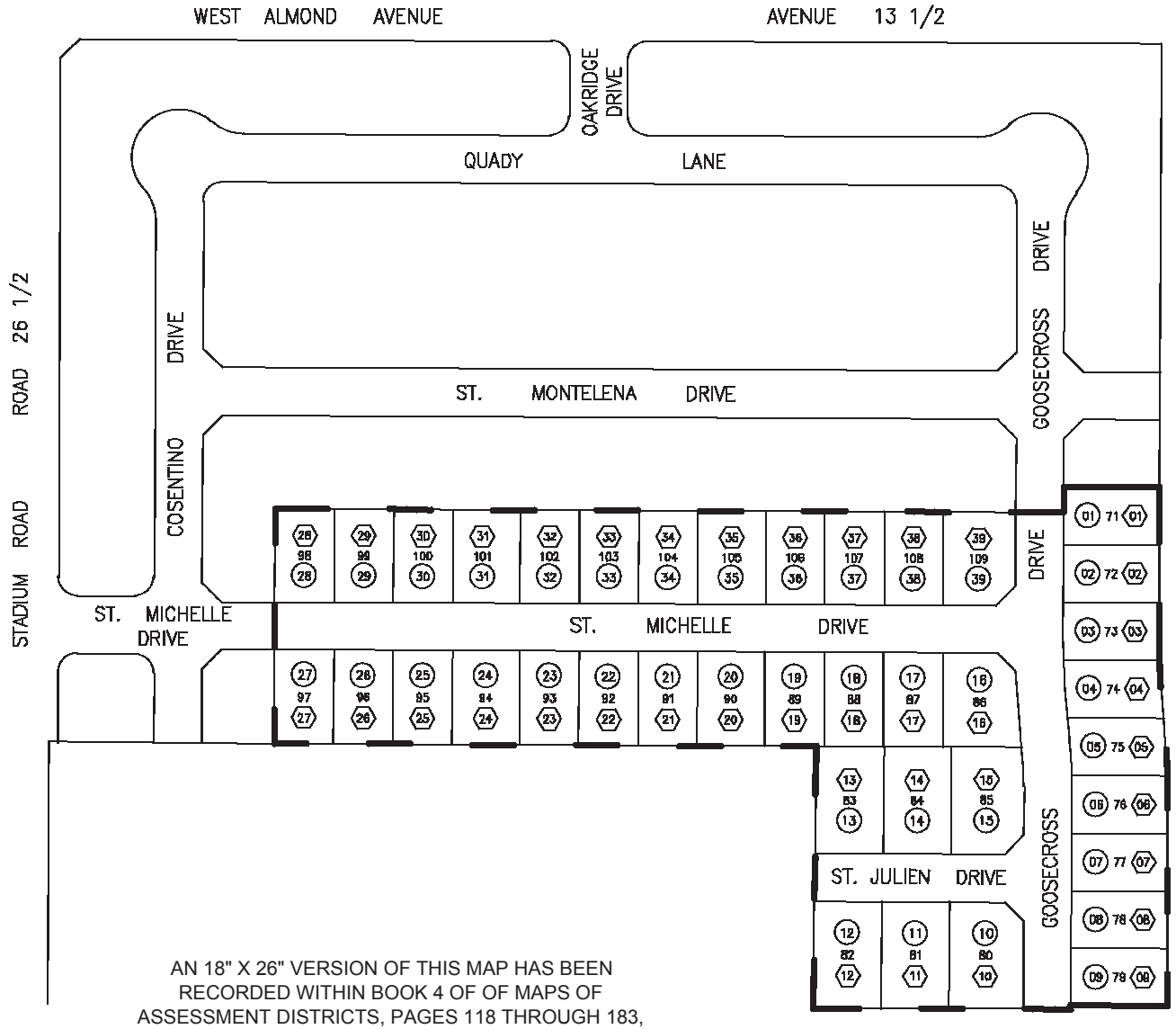
LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS PHASE I
REV. JULY 2010



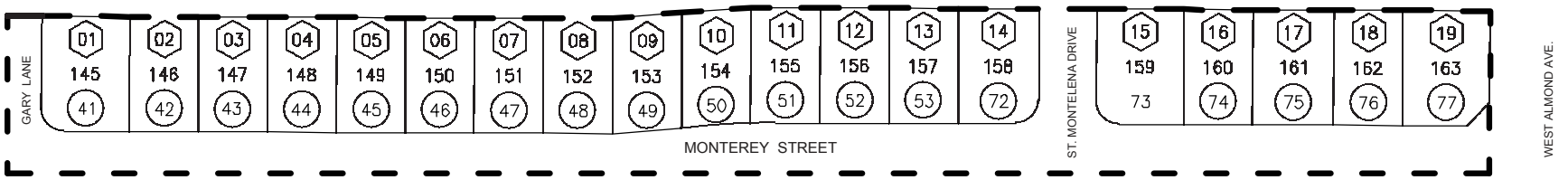
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LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS II
REV. JULY 2010



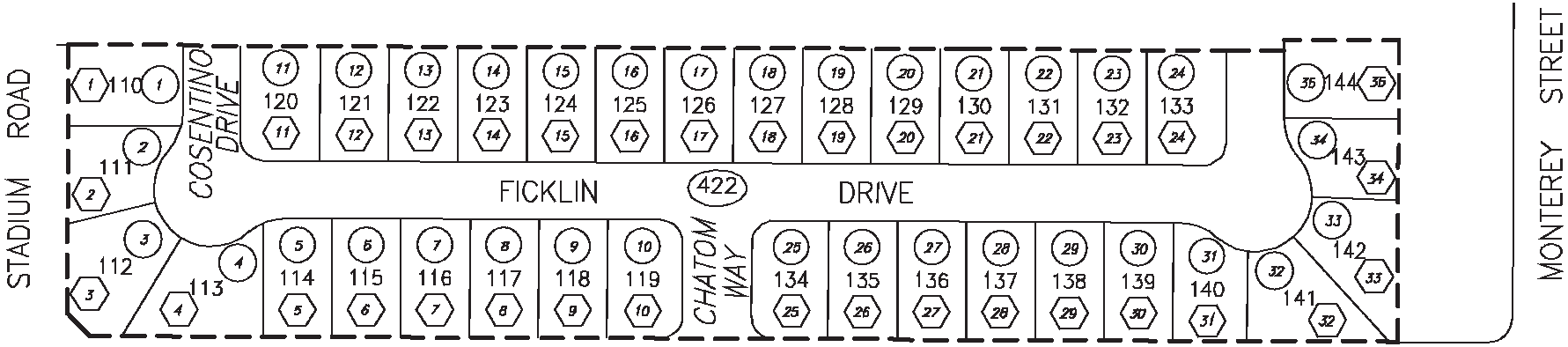
LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS PHASE III
REV. JULY 2010



LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(###)	ASSESSOR'S BLOCK NUMBER

SCALE: NTS

ASSESSMENT DIAGRAM

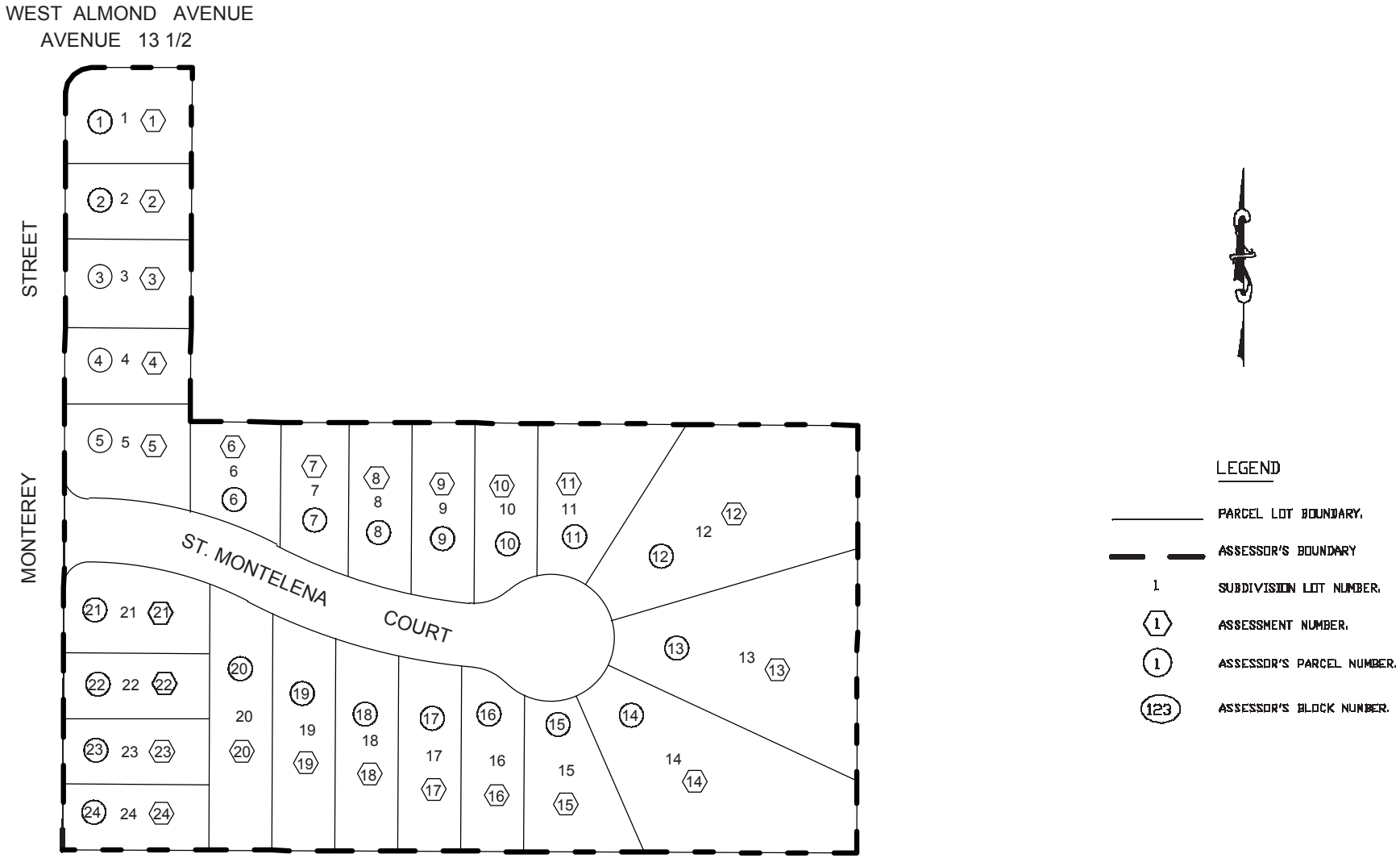
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29D

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CHATEAU AT THE VINEYARDS PHASE IV

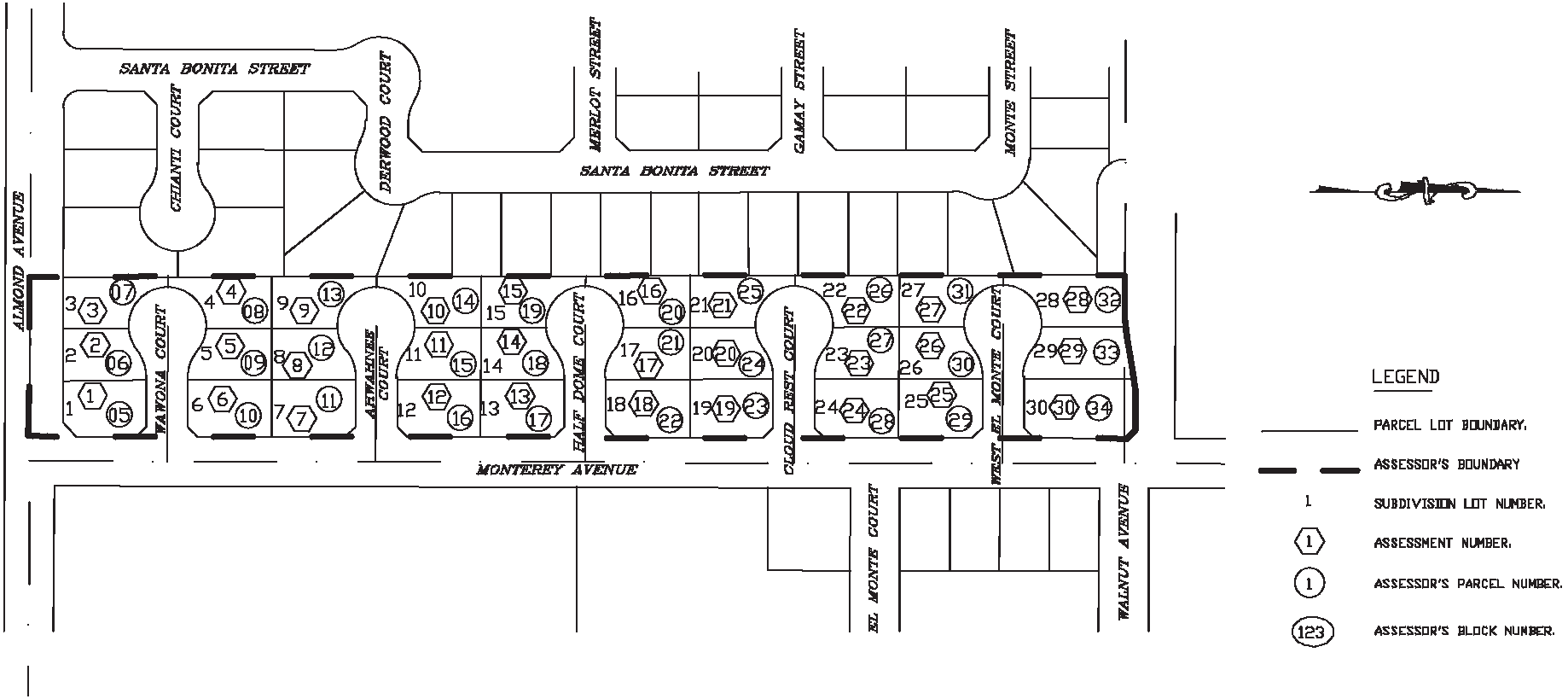
REV. JULY 2010



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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS EAST
REV. JULY 2010



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ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 30
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
YOSEMITE ESTATES SUBDIVISION
REV. JULY 2010



LEGEND

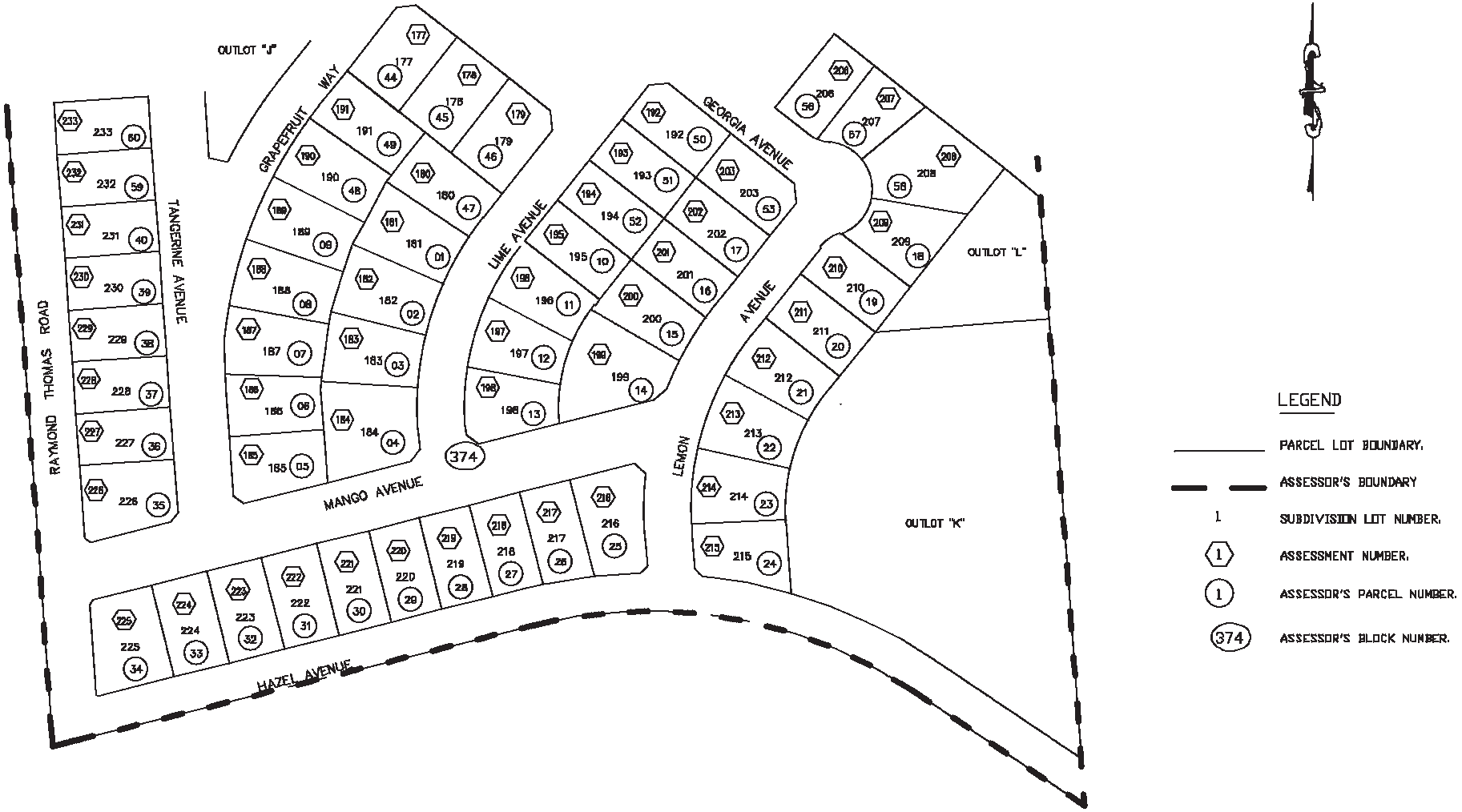
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 31A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
THE HIGHLANDS AT RANCHO VALENCIA PHASE I
REV. JULY 2010

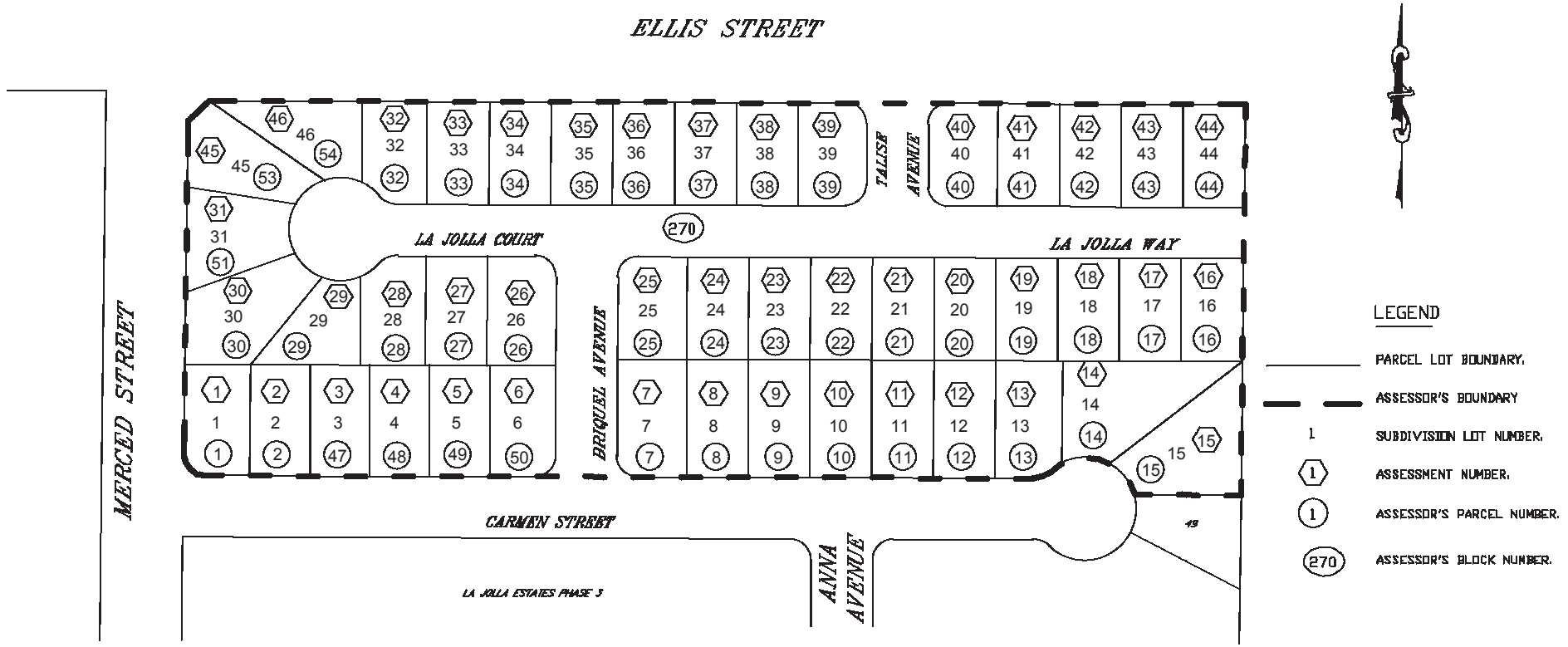
SEE PAGE 3



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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 31B (PAGE 4 of 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

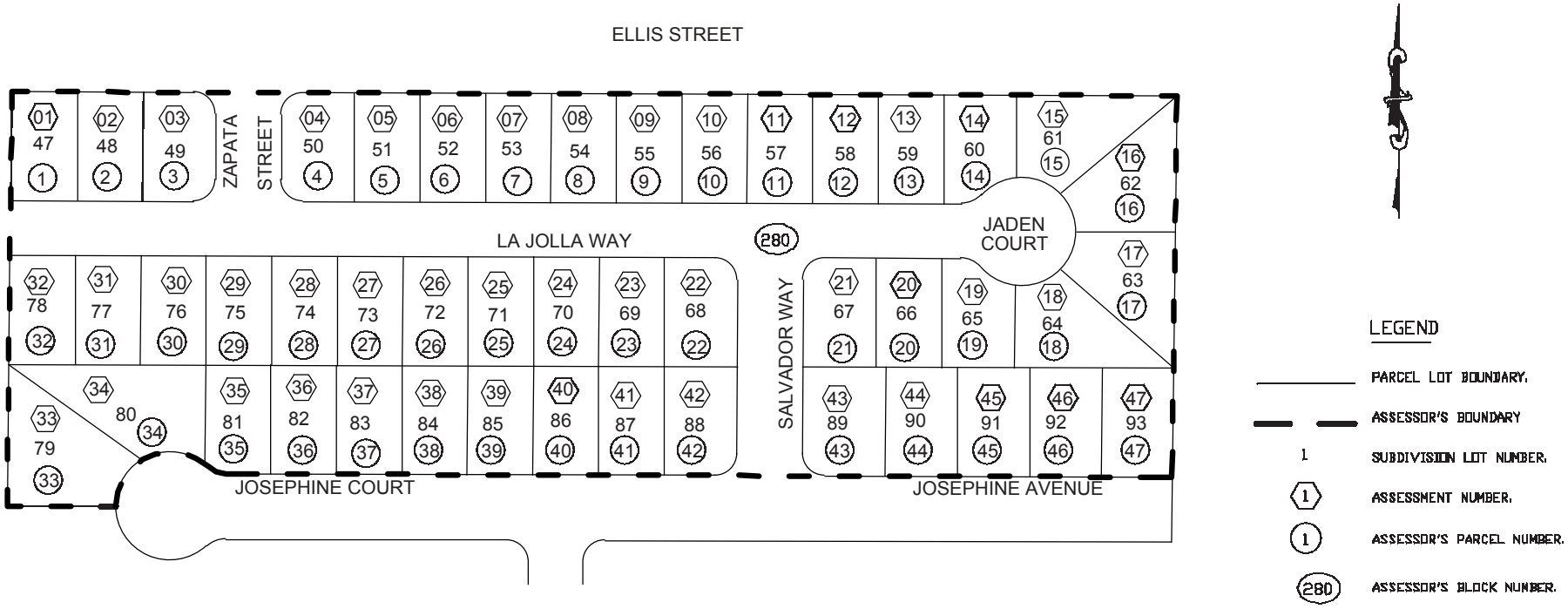
CITY OF MADERA
HIGHLANDS AT RANCHO VALENCIA PHASE II
REV. JULY 2010



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RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 32 A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

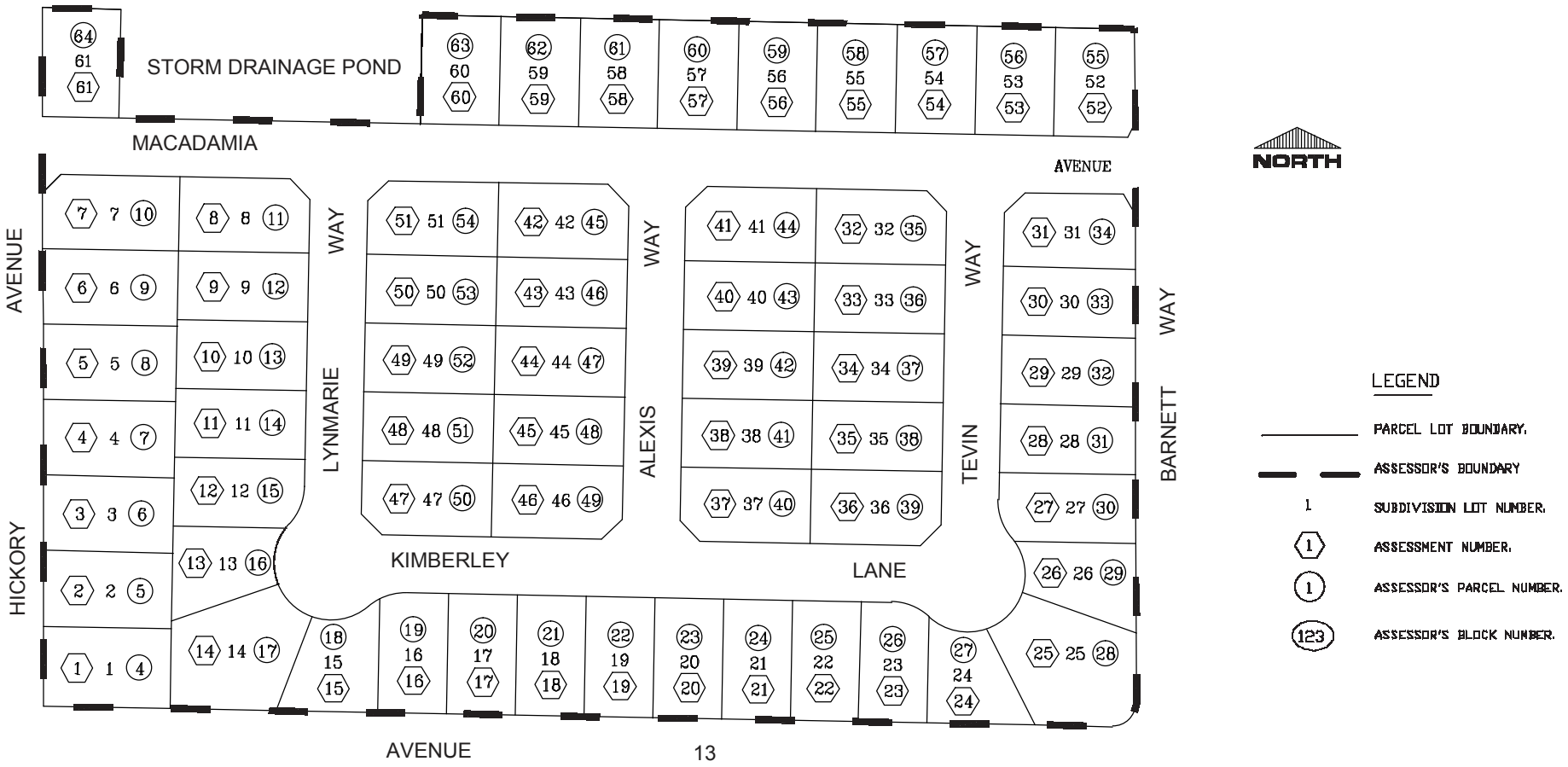
CITY OF MADERA
LA JOLLA ESTATES NORTH PHASE I
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 32B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

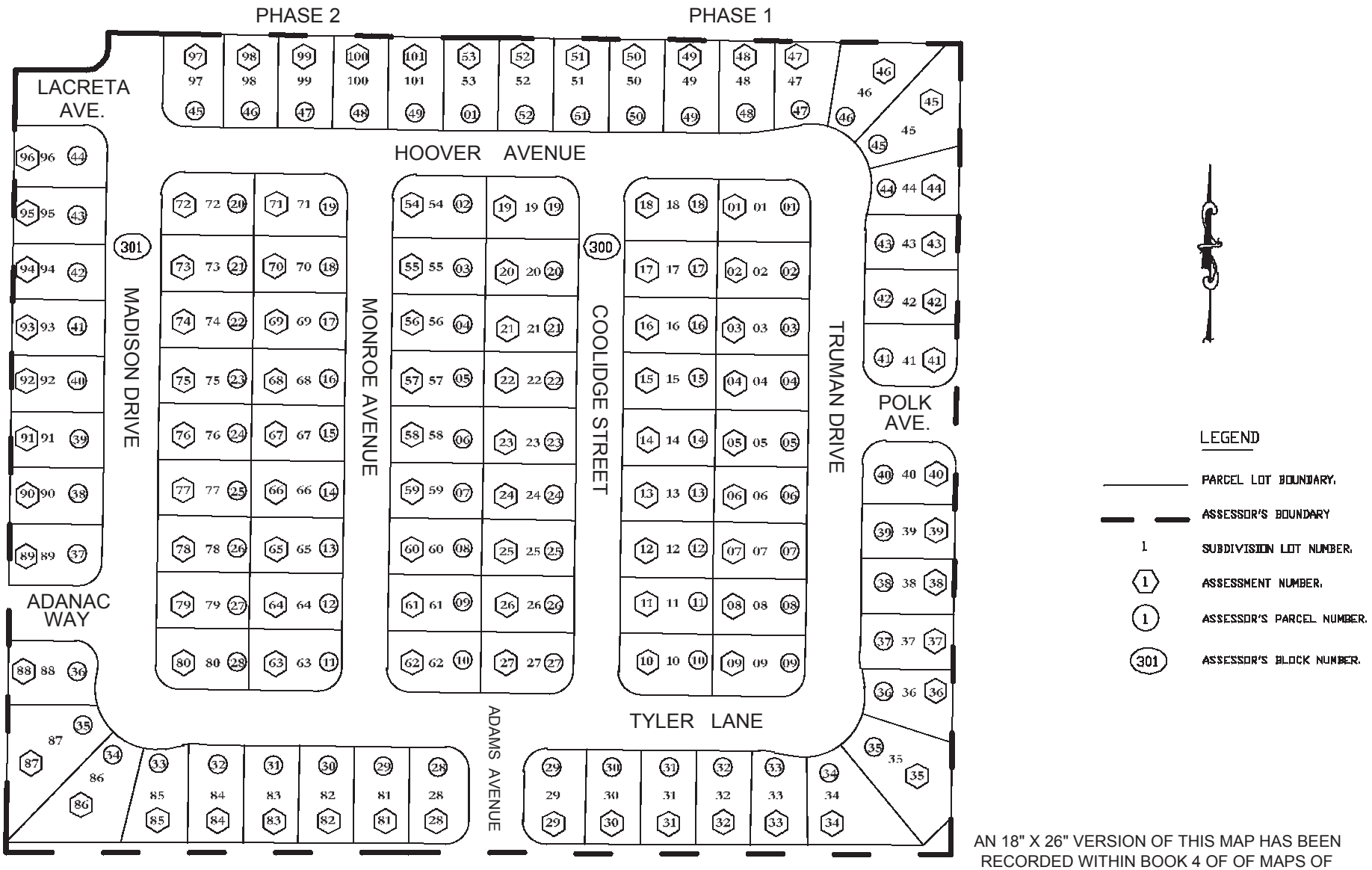
CITY OF MADERA
LA JOLLA ESTATES NORTH PHASE II
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 33
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SOUTH STAR ESTATES
REV. JULY 2010



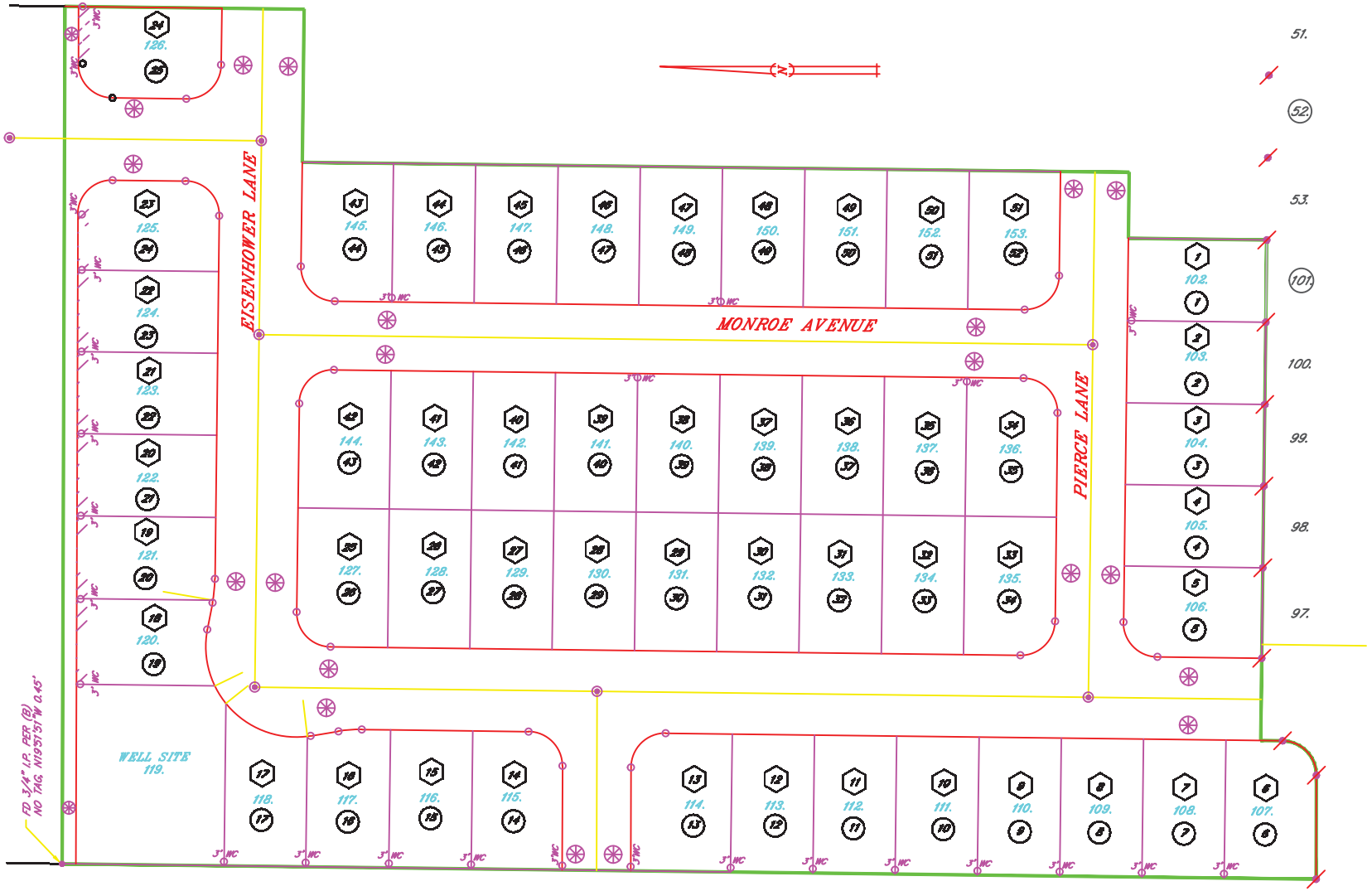
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (301) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
KENNEDY ESTATES PHASE I & II
REV. JULY 2010

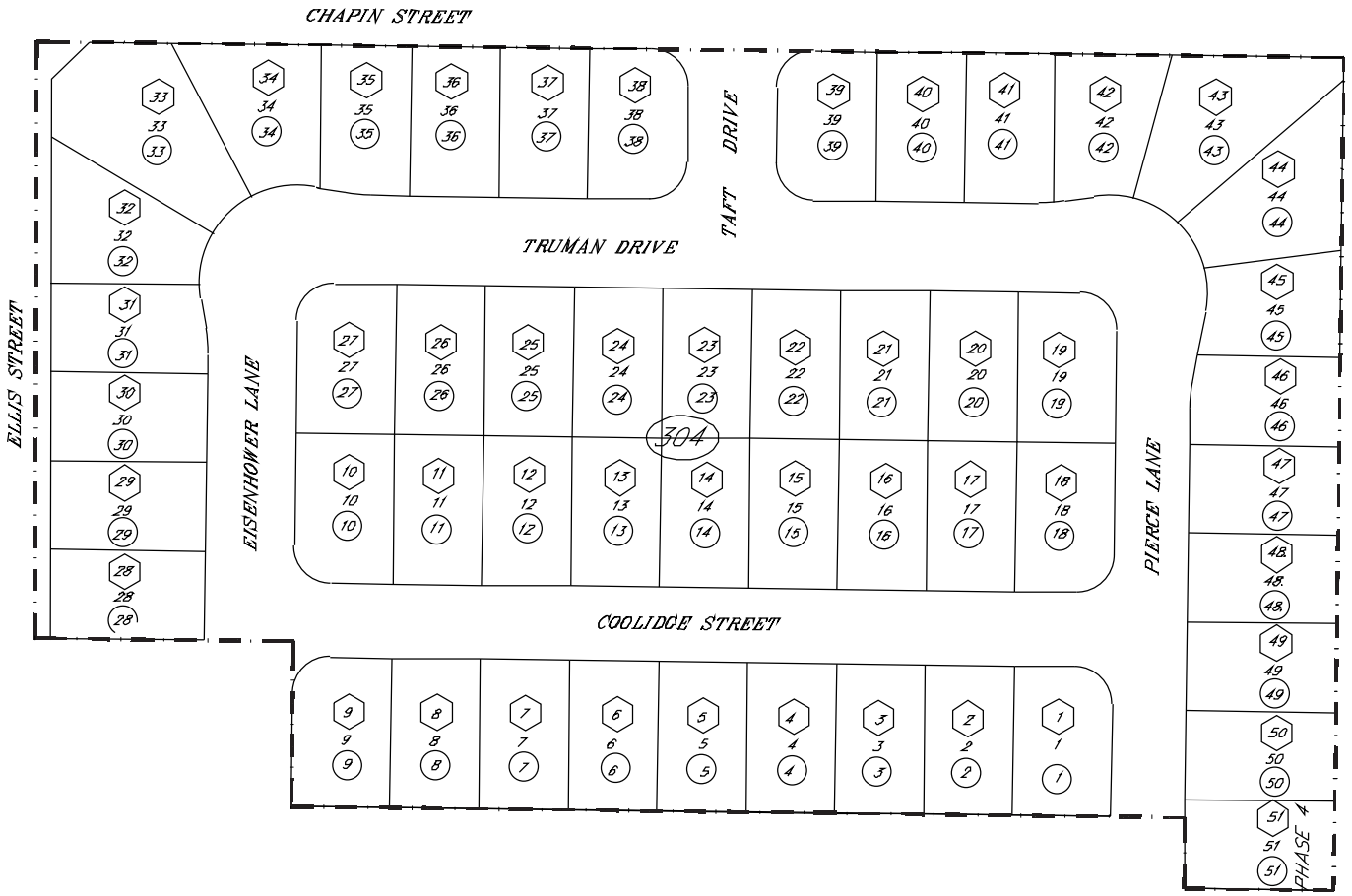


LEGEND

	PARCEL LOT BOUNDARY
	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(##)	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
KENNEDY ESTATES
PHASE 3
REV. JULY 2010



LEGEND

— — — —	PARCEL LOT BOUNDARY
- - - - -	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
1	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

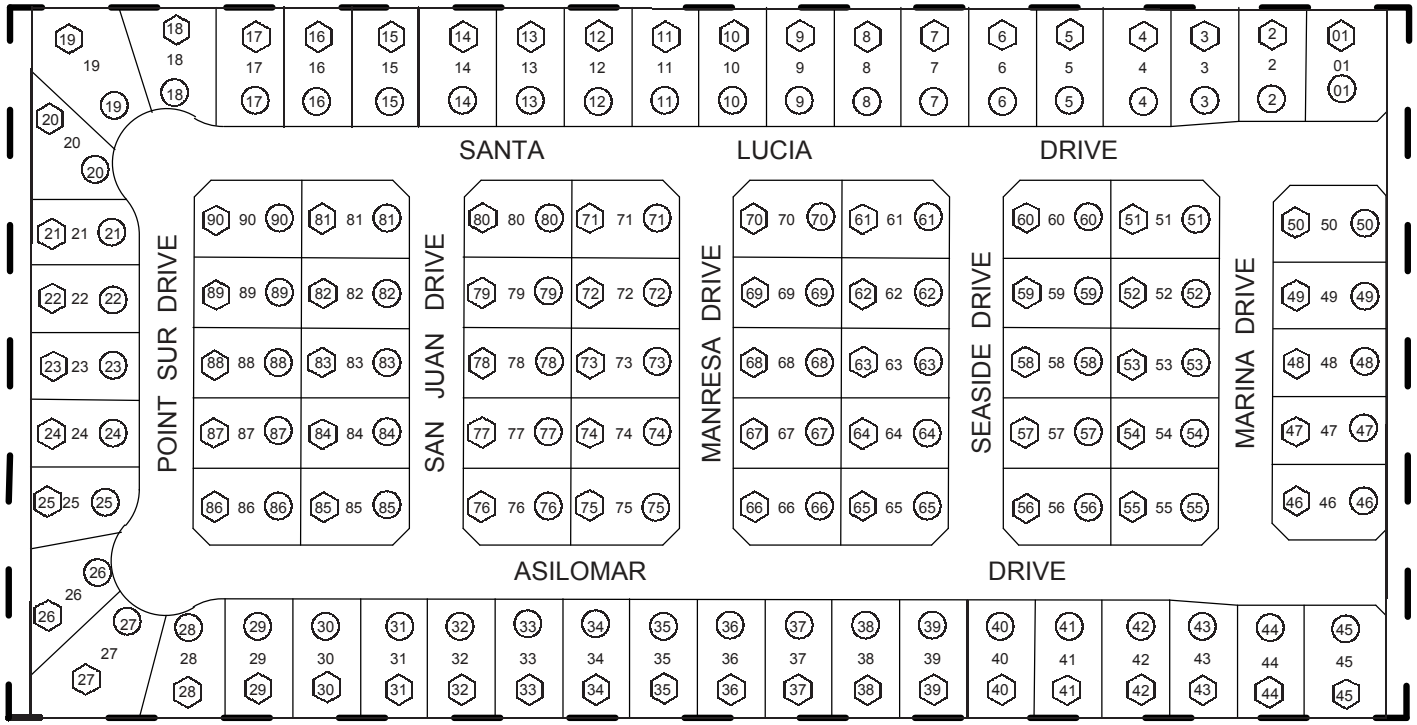
SCALE: 1" = 100'
0 50 100 200

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

KENNEDY ESTATES
PHASE 4

REV. JULY 2010



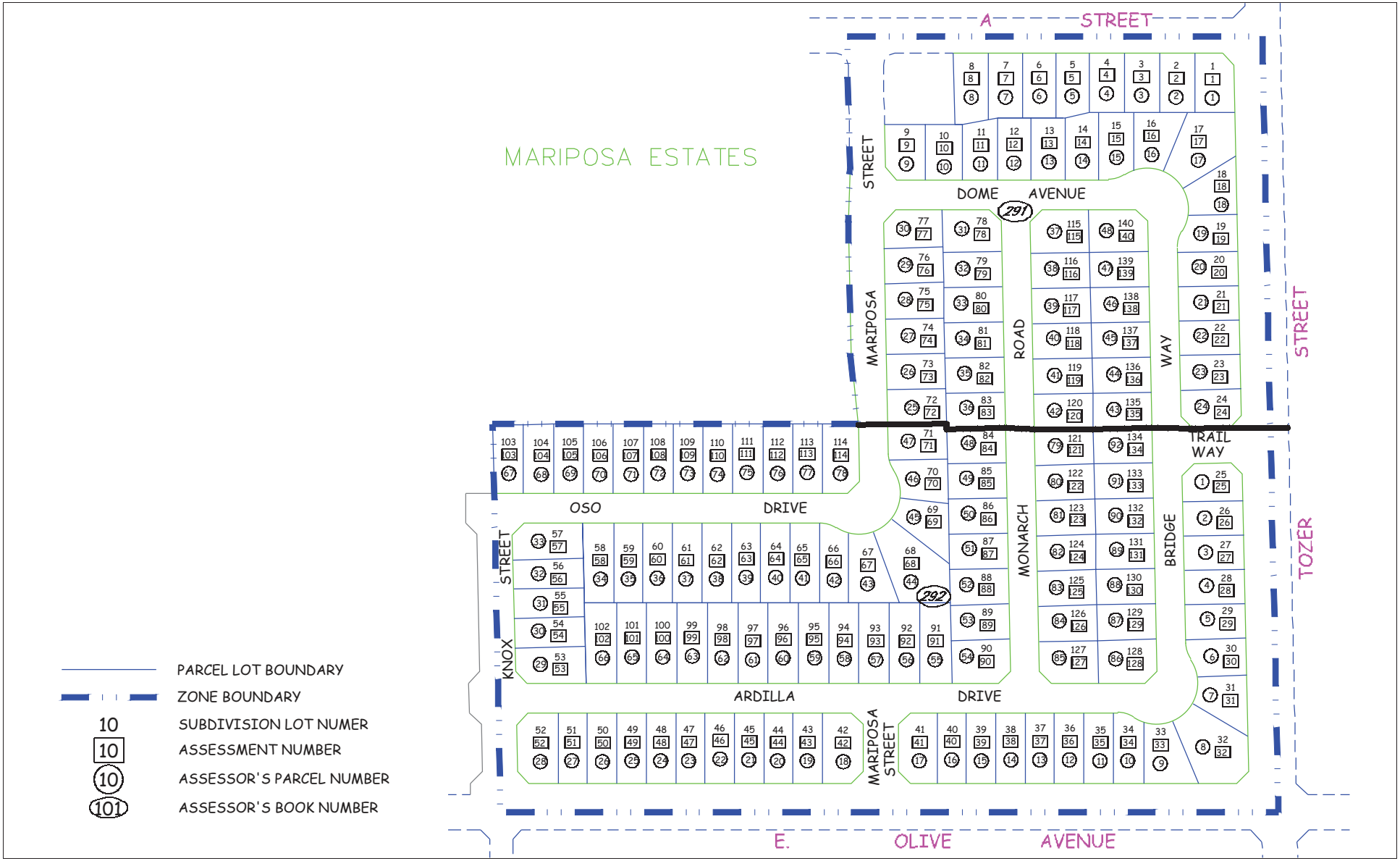
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 272 ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 35
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SANTA BARBARA ESTATES
REV. JULY 2010

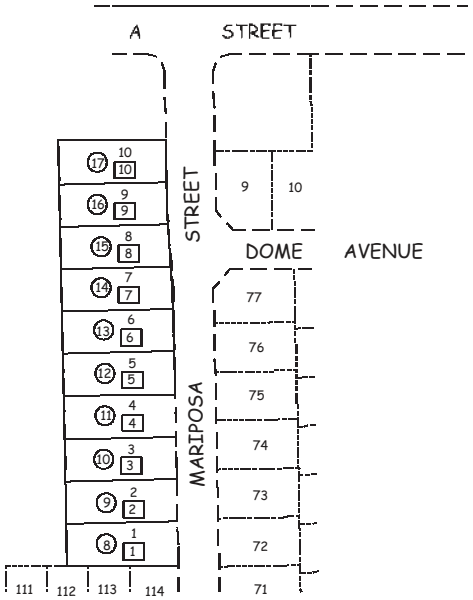


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 36A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT
MARIPOSA ESTATES

REV. JULY 2010





PARCEL LOT BOUNDARY

ZONE BOUNDARY

10 SUBDIVISION LOT NUMER

10 ASSESSMENT NUMBER

10 ASSESSOR'S PARCEL NUMBER

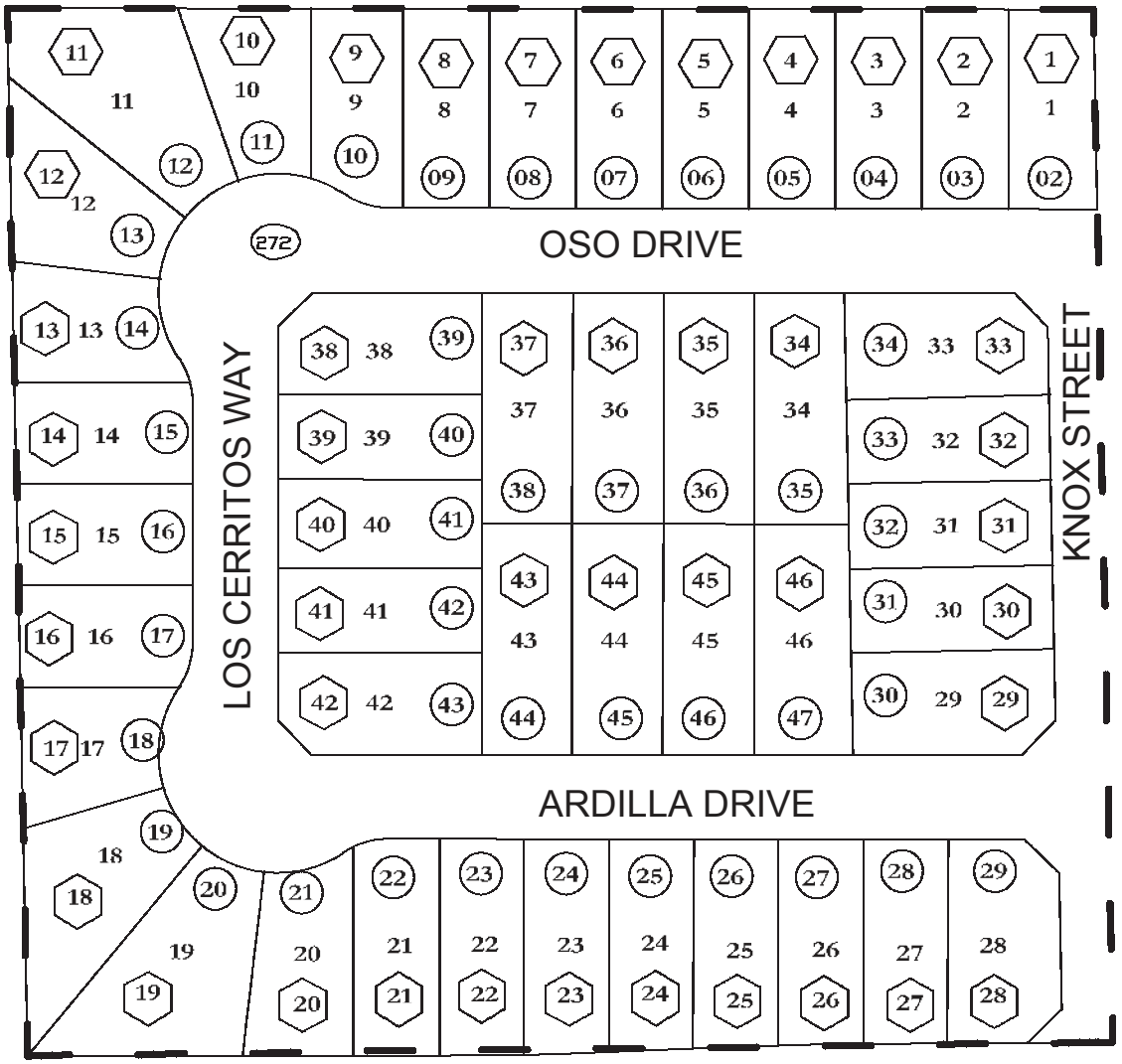
101 ASSESSOR'S BOOK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 36B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT
MARIPOSA ESTATES PHASE II

REV. JULY 2010





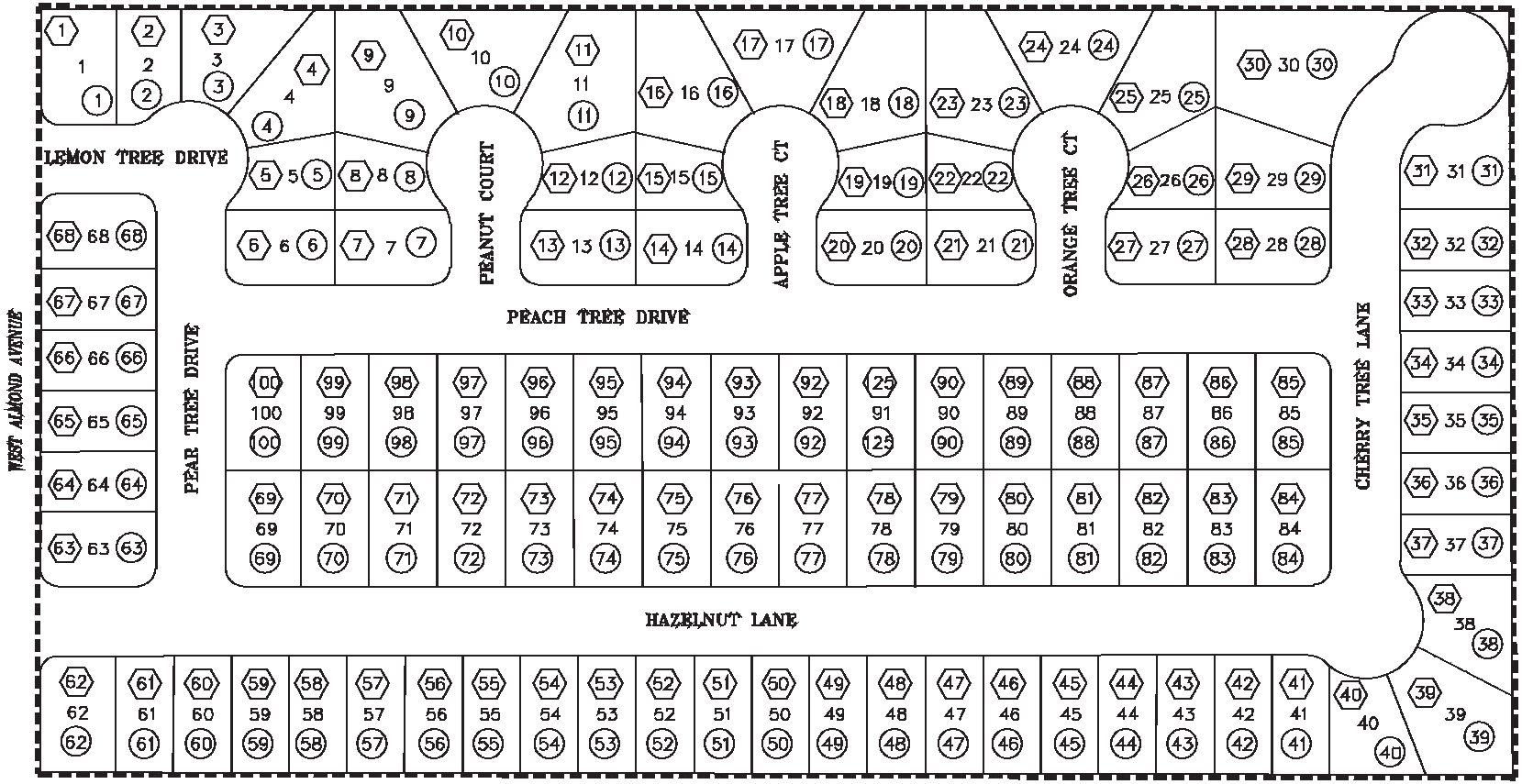
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 272 ASSESSOR'S BLOCK NUMBER.

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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 36C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
OLIVE ESTATES
REV. JULY 2010



LEGEND

— — — —	PARCEL LOT BOUNDARY
- - - - - -	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

SCALE: 1" = 100'

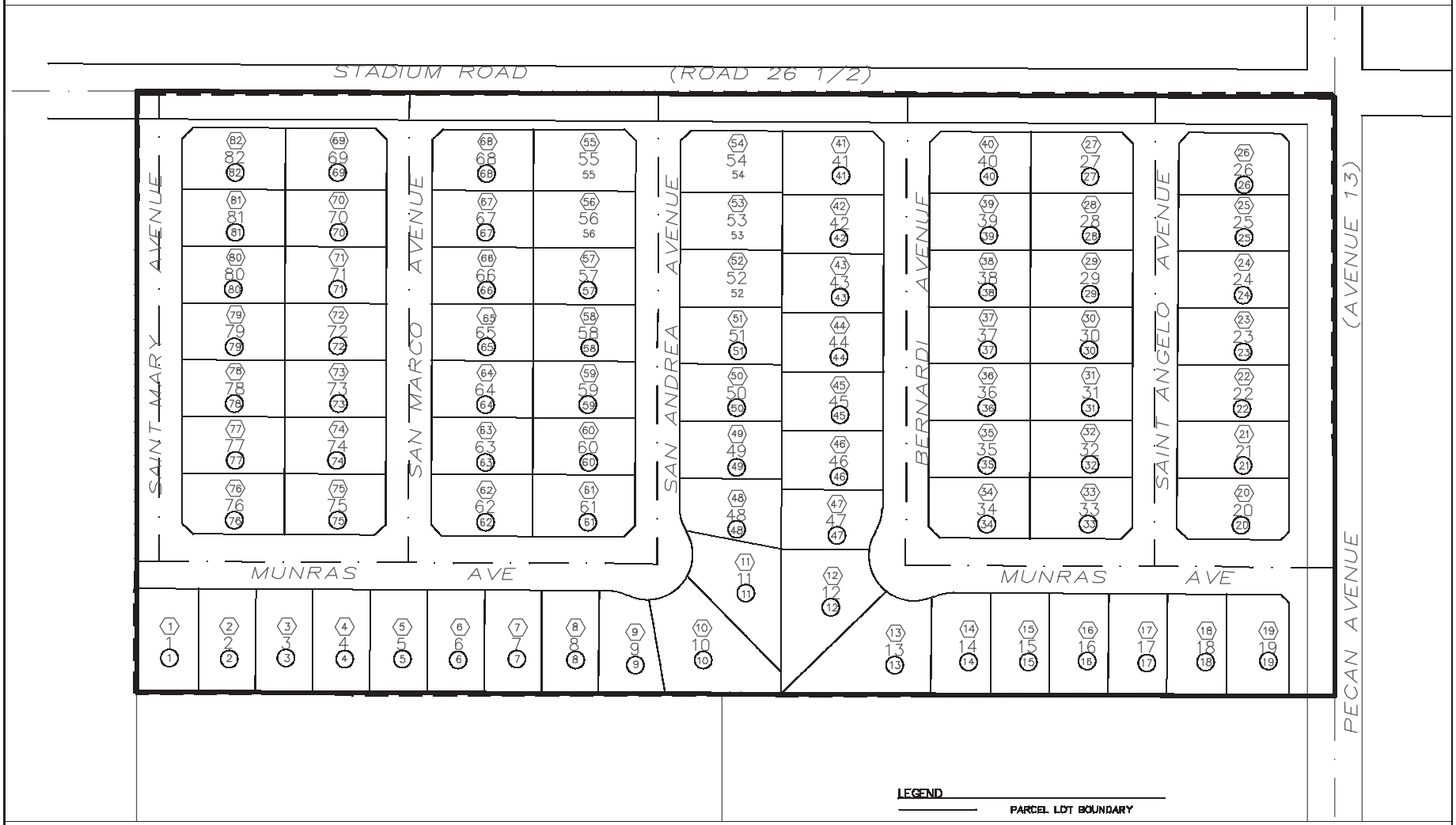
0 50 100 200

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 37
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

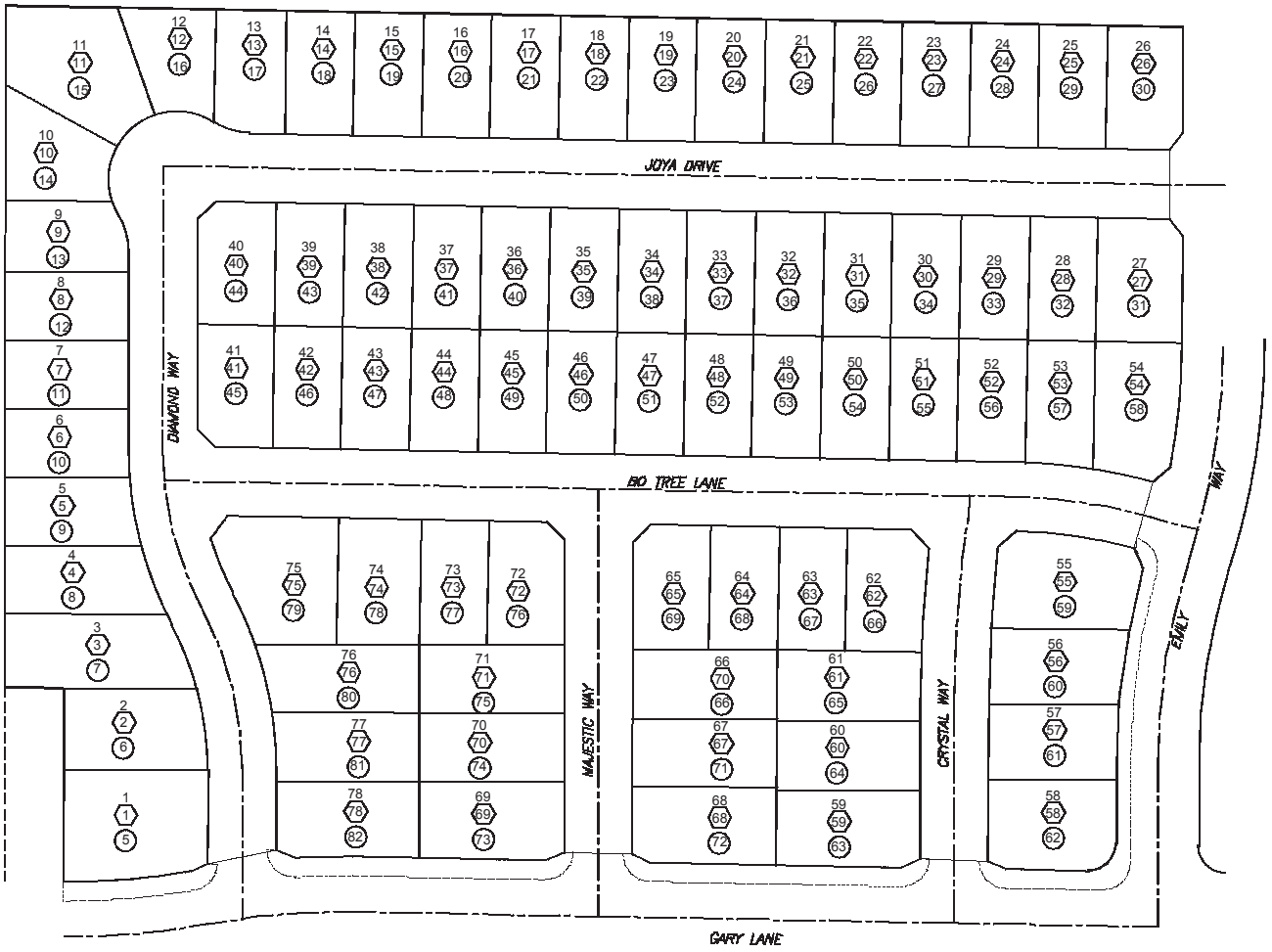
ALMOND TREE ESTATES

REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 39
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CARMEL HOMES
PHASE III
REV. JULY 2010



LEGEND

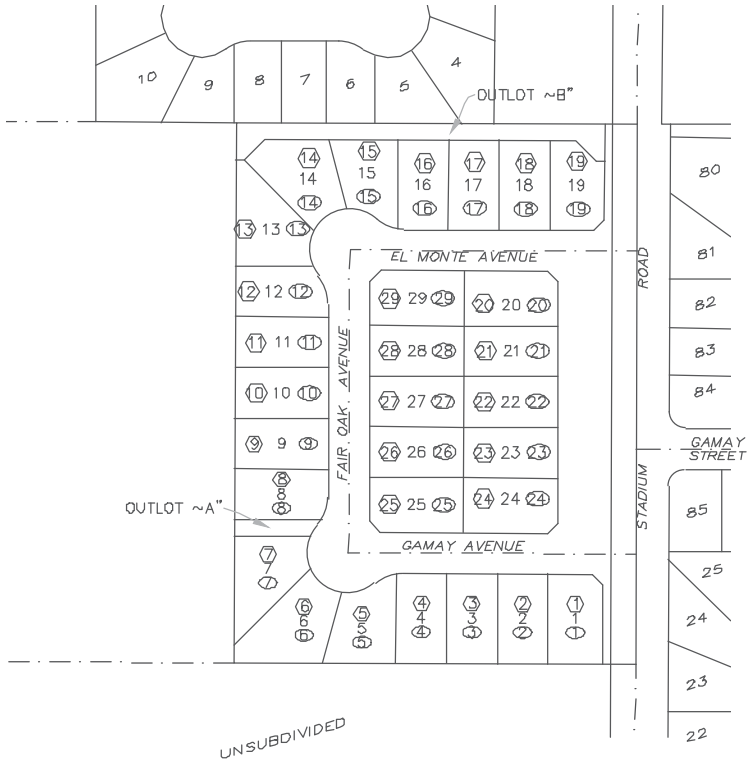
- PARCEL LOT BOUNDARY
- ZONE BOUNDARY
- 1 SUBDIVISION LOT NUMBER
- (1) ASSESSMENT NUMBER
- 1 ASSESSOR'S PARCEL NUMBER
- (1) ASSESSOR'S BLOCK NUMBER

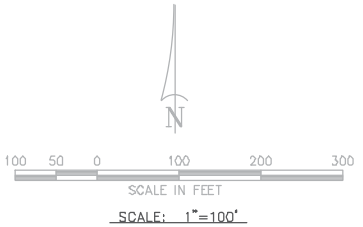
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 40
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

TIERRA VISTA ESTATES

REV. JULY 2010





LEGEND

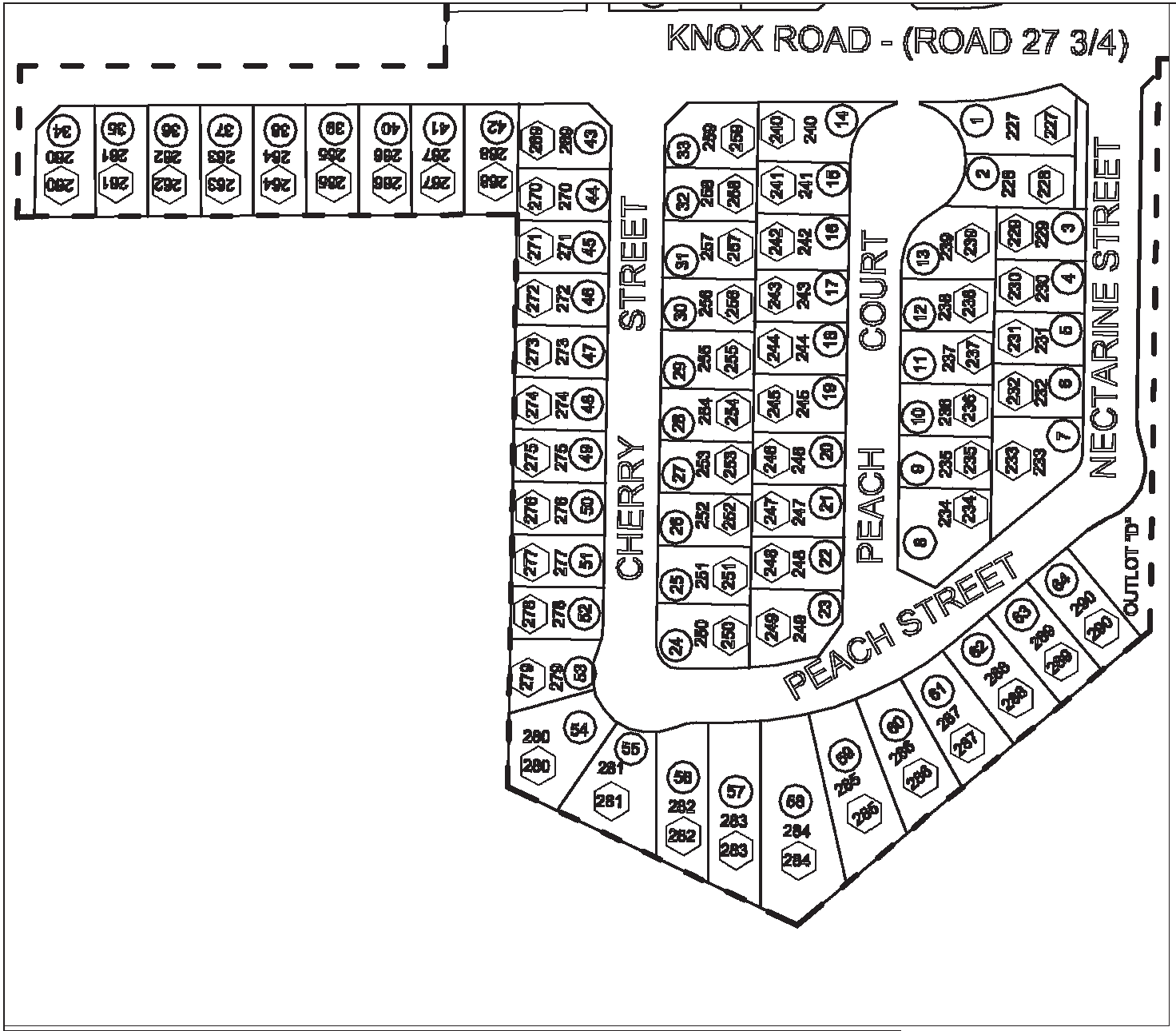
- PARCEL LOT BOUNDARY.
- ZONE BOUNDARY.
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.

POND PLACE ESTATES

ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 41

CITY OF MADERA
POND PLACE ESTATES
REV. JULY 2010

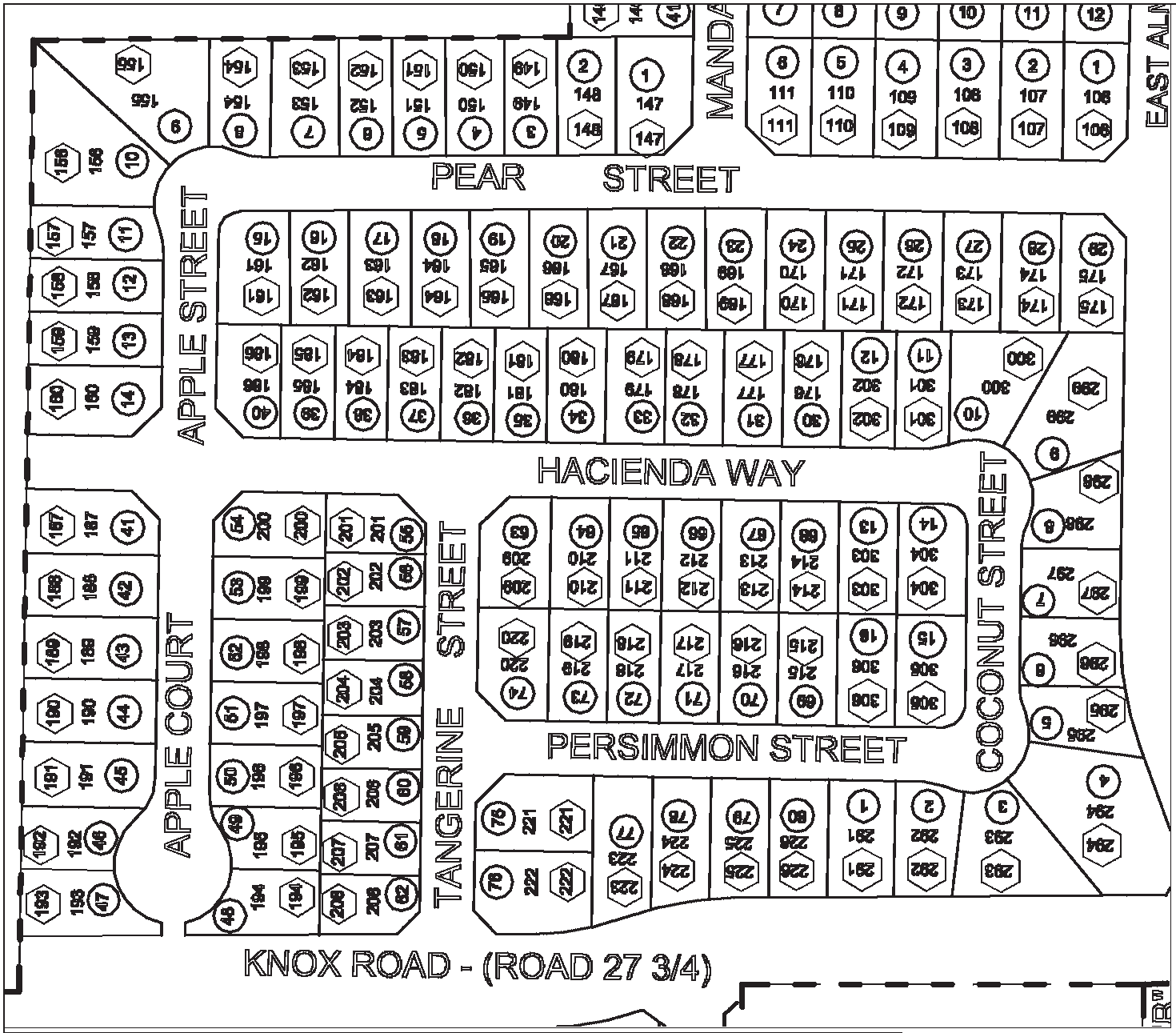


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

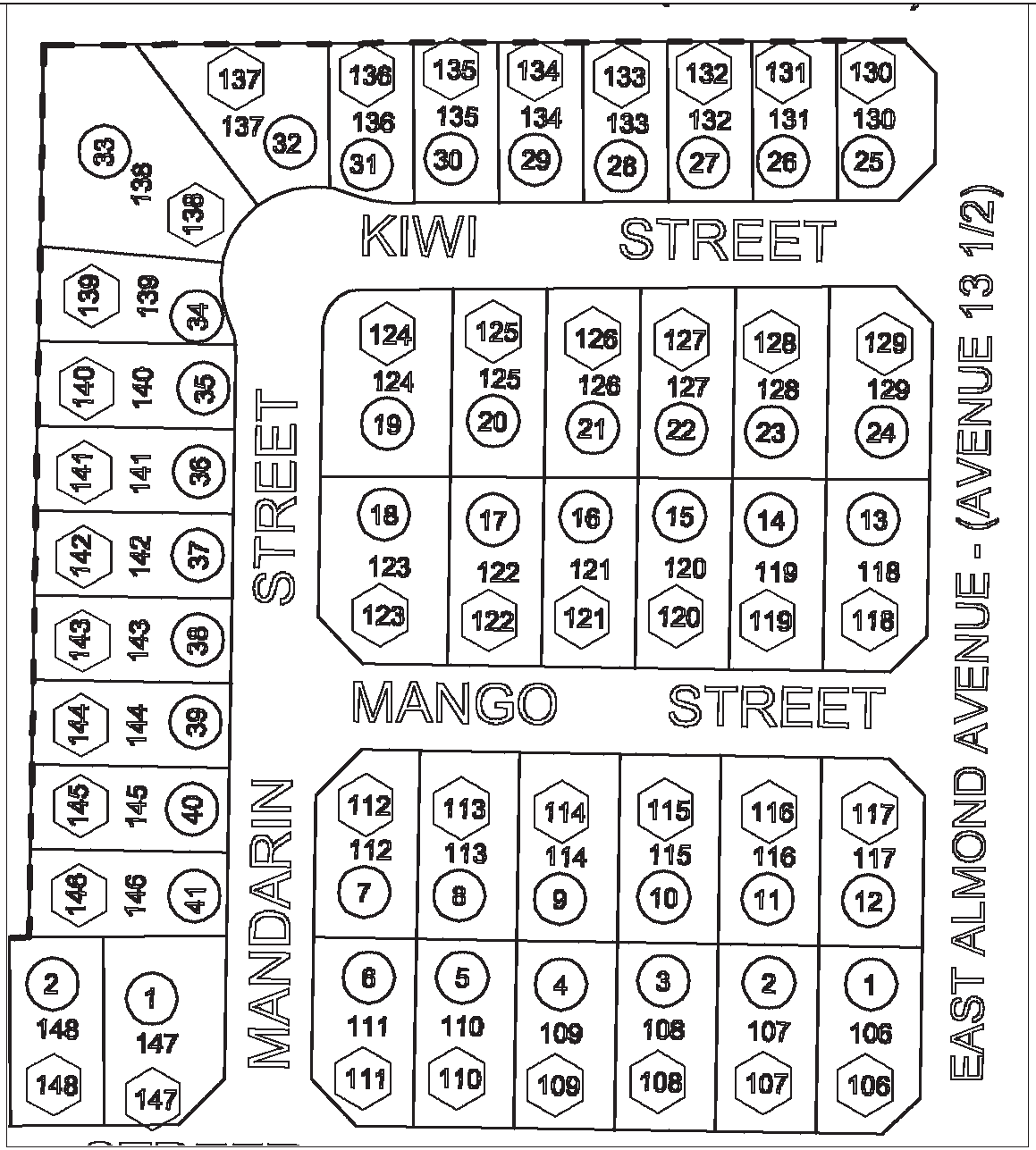
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 1 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 2 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010

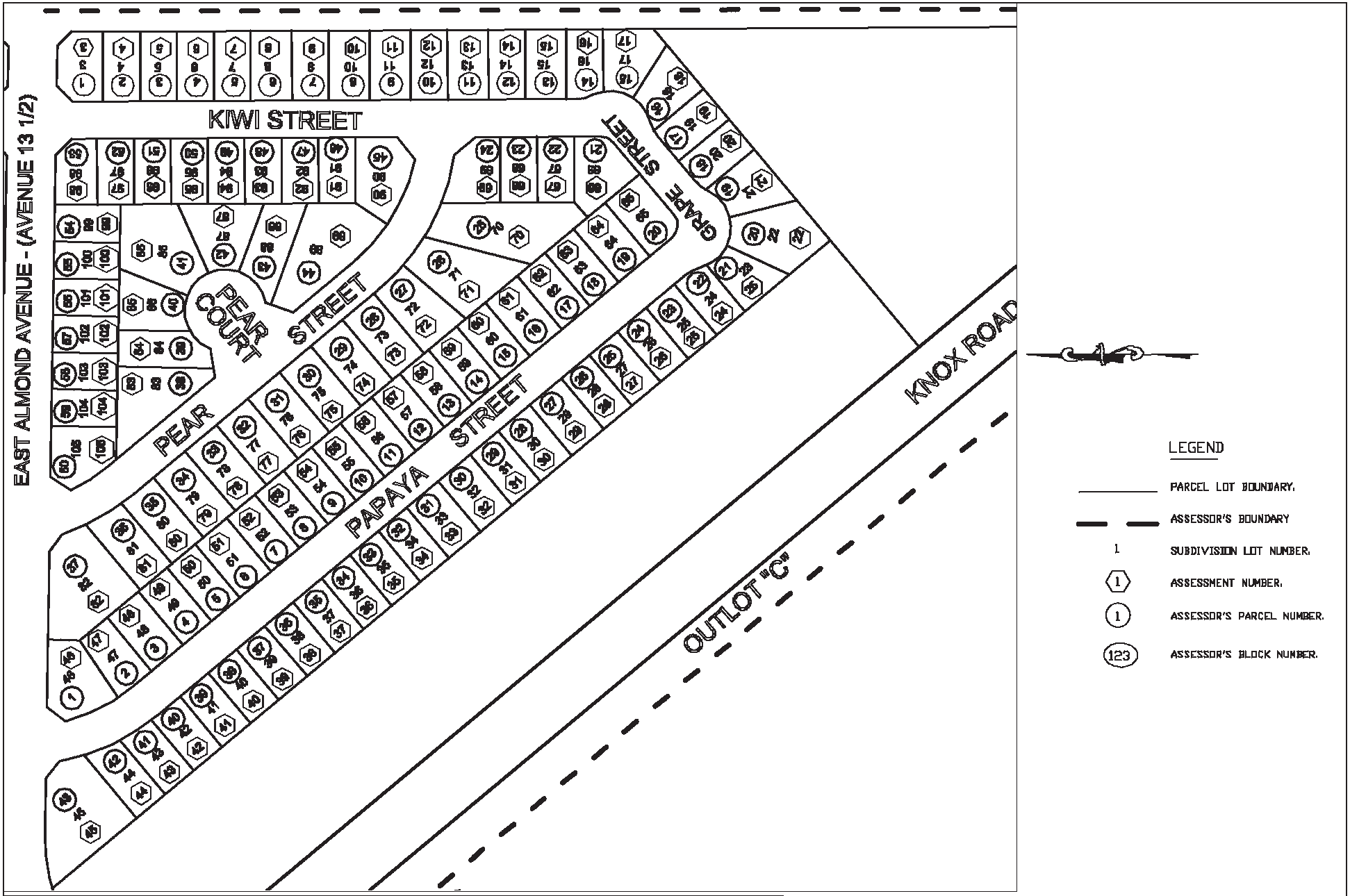


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

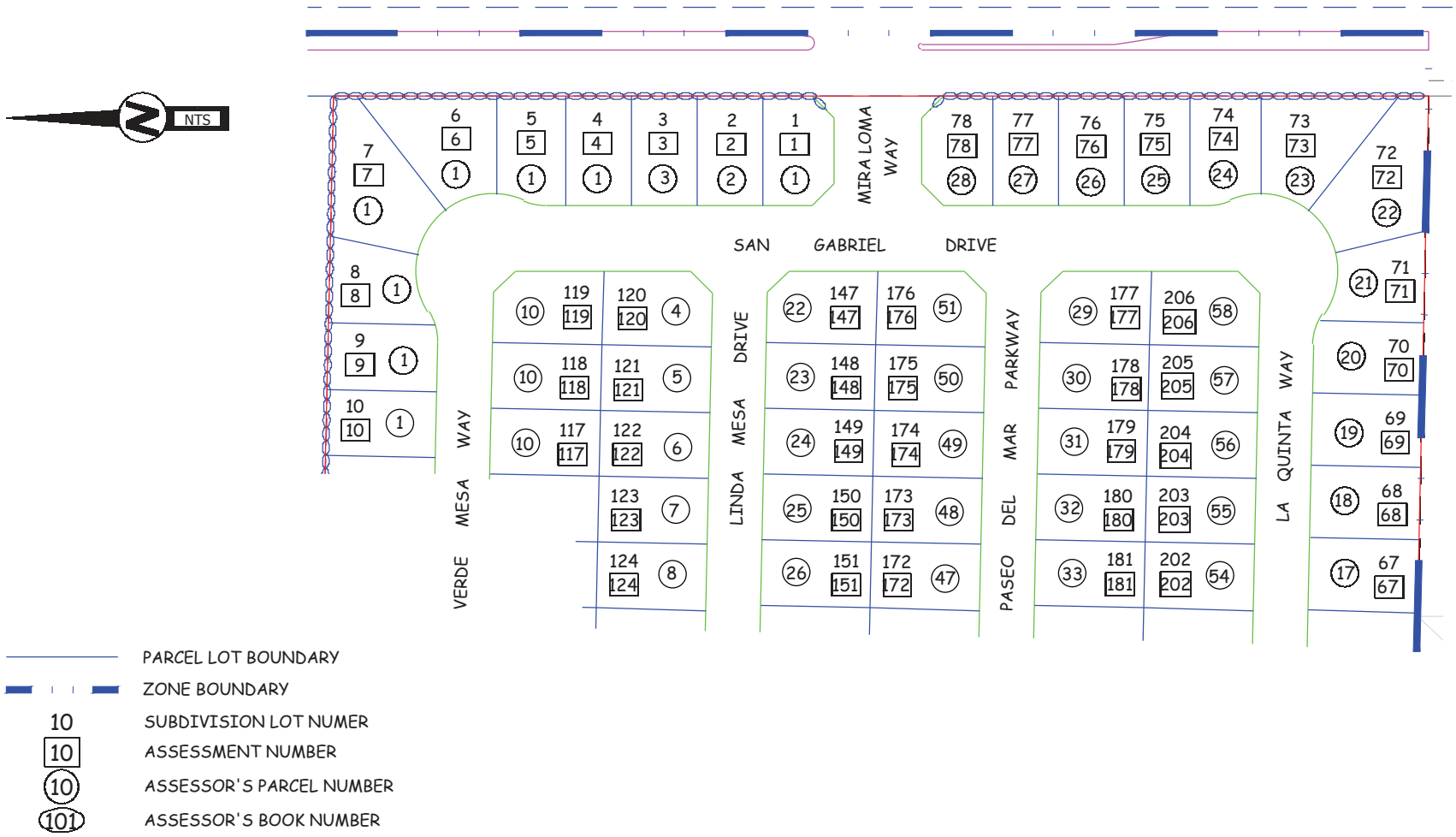
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 3 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 4 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010

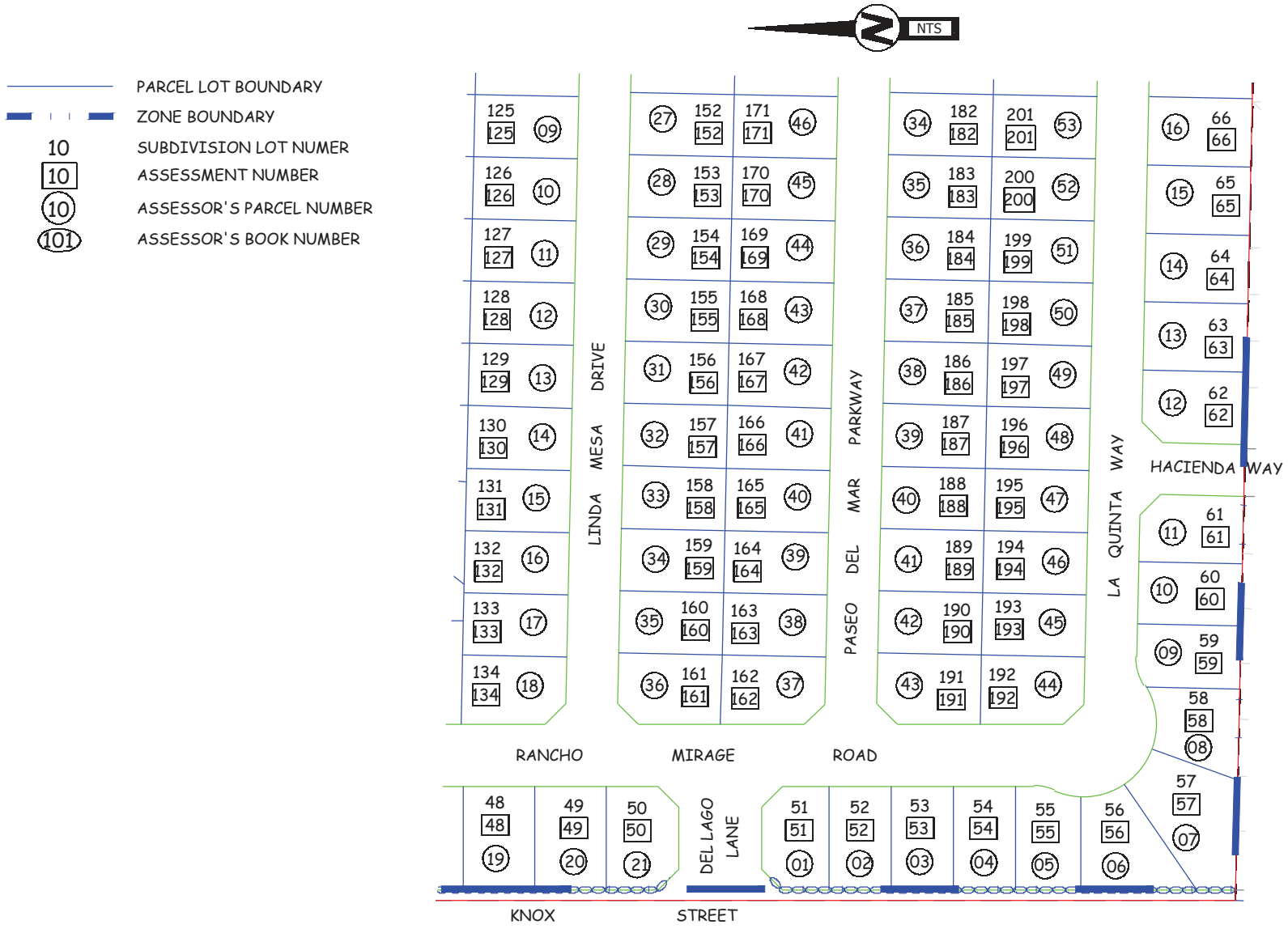


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 1 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE
DISTRICT 43C
EL CORONADO ESTATES

REV. JULY 2010

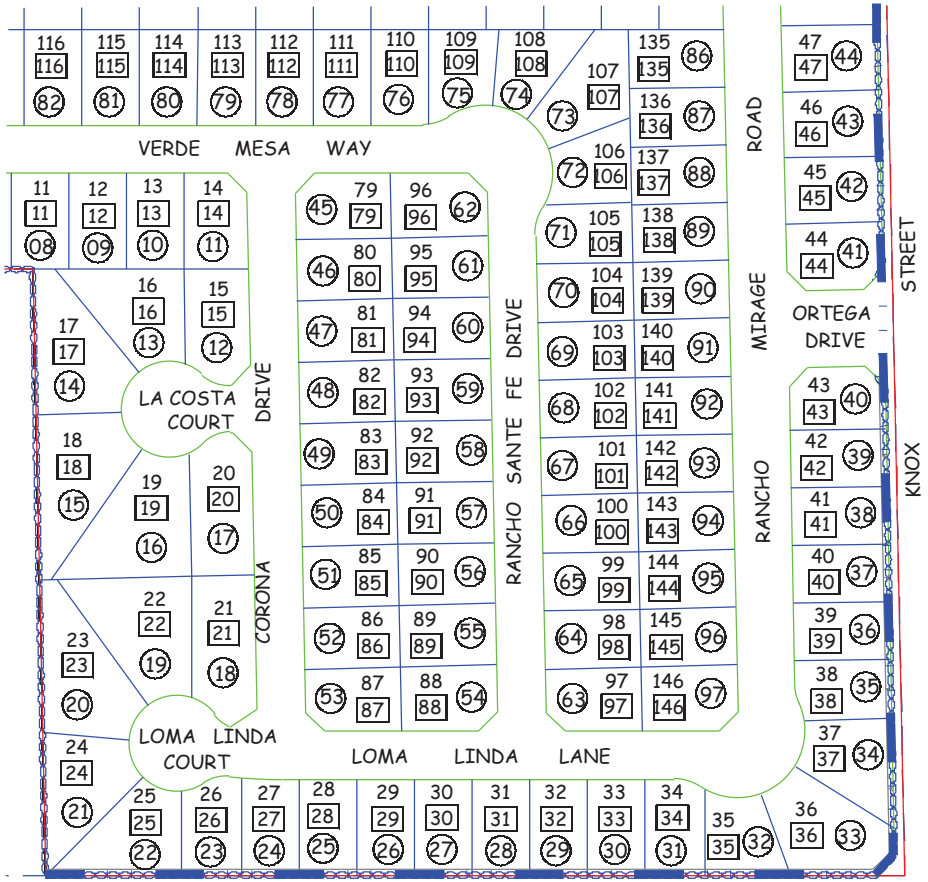


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 2 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE
DISTRICT 43C
EL CORONADO ESTATE

REV. JULY 2010



PARCEL LOT BOUNDARY

ZONE BOUNDARY

10 SUBDIVISION LOT NUMER

10 ASSESSMENT NUMBER

10 ASSESSOR'S PARCEL NUMBER

101 ASSESSOR'S BOOK NUMBER

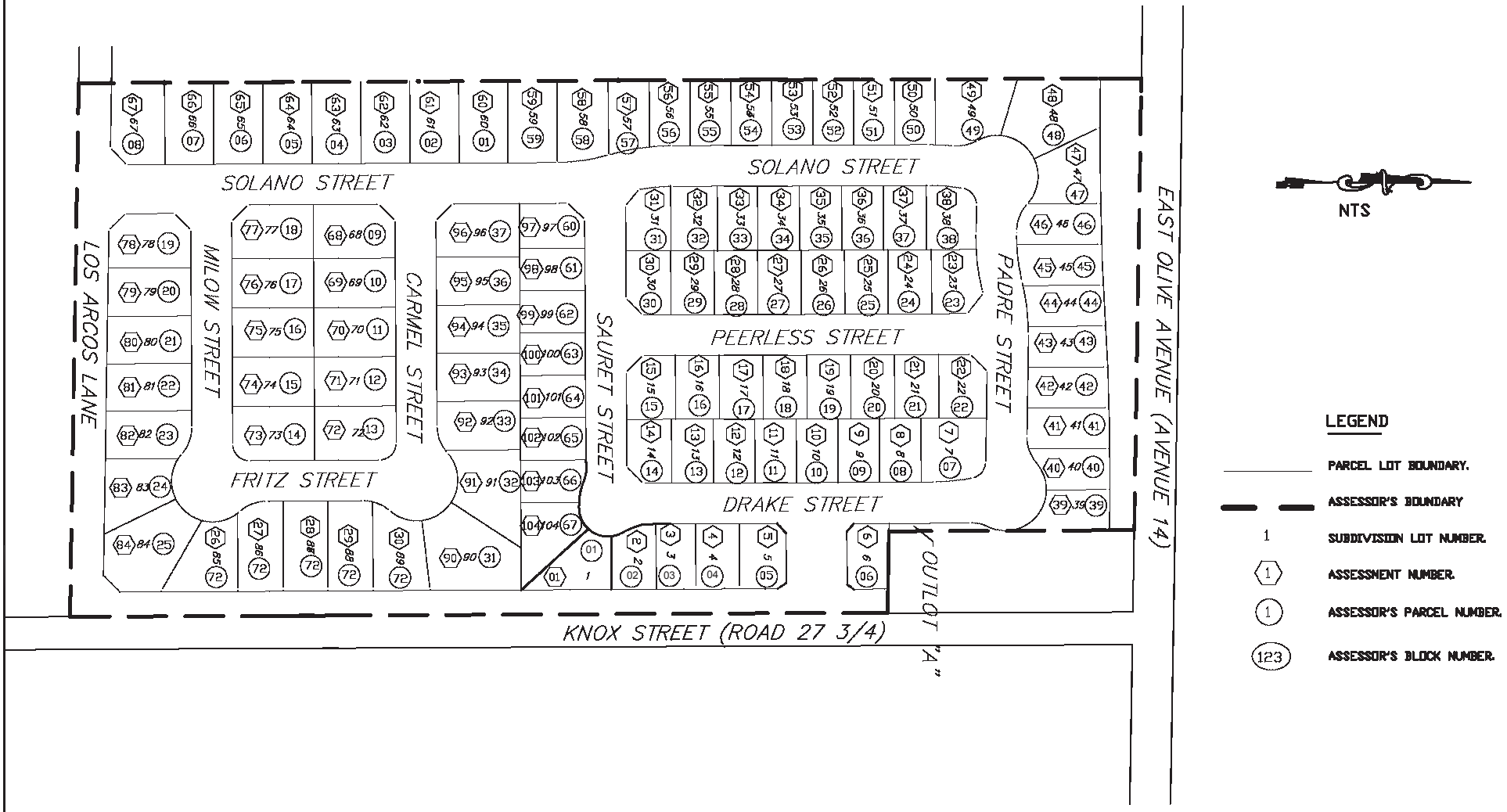
NTS

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 3 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

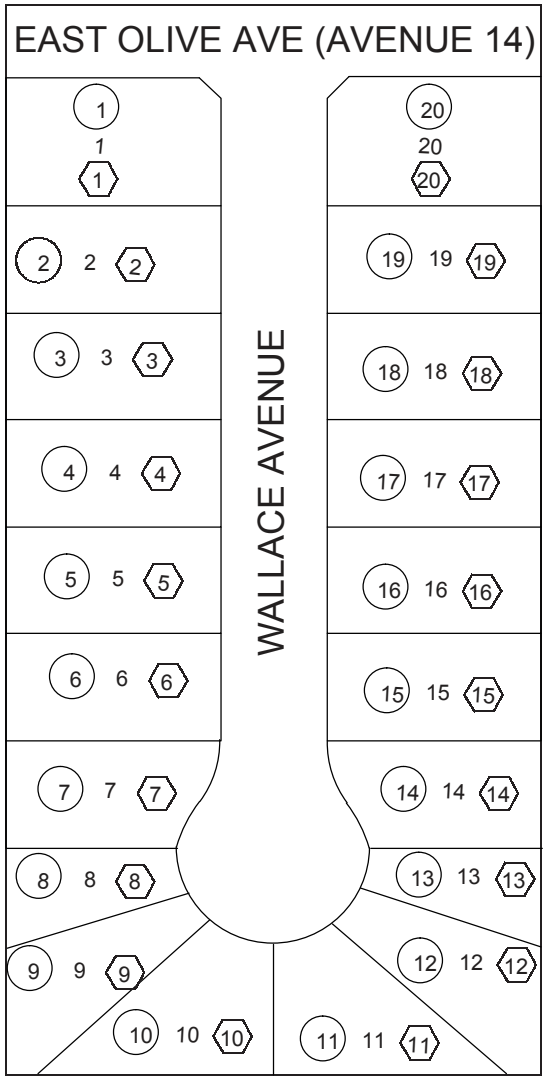
LANDSCAPE MAINTENANCE DISTRICT 43C
EL CORONADO ESTATE

REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ALMOND VILLAGE ESTATES
REV. JULY 2009



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION LOT NUMBER.

(1) ASSESSMENT NUMBER.

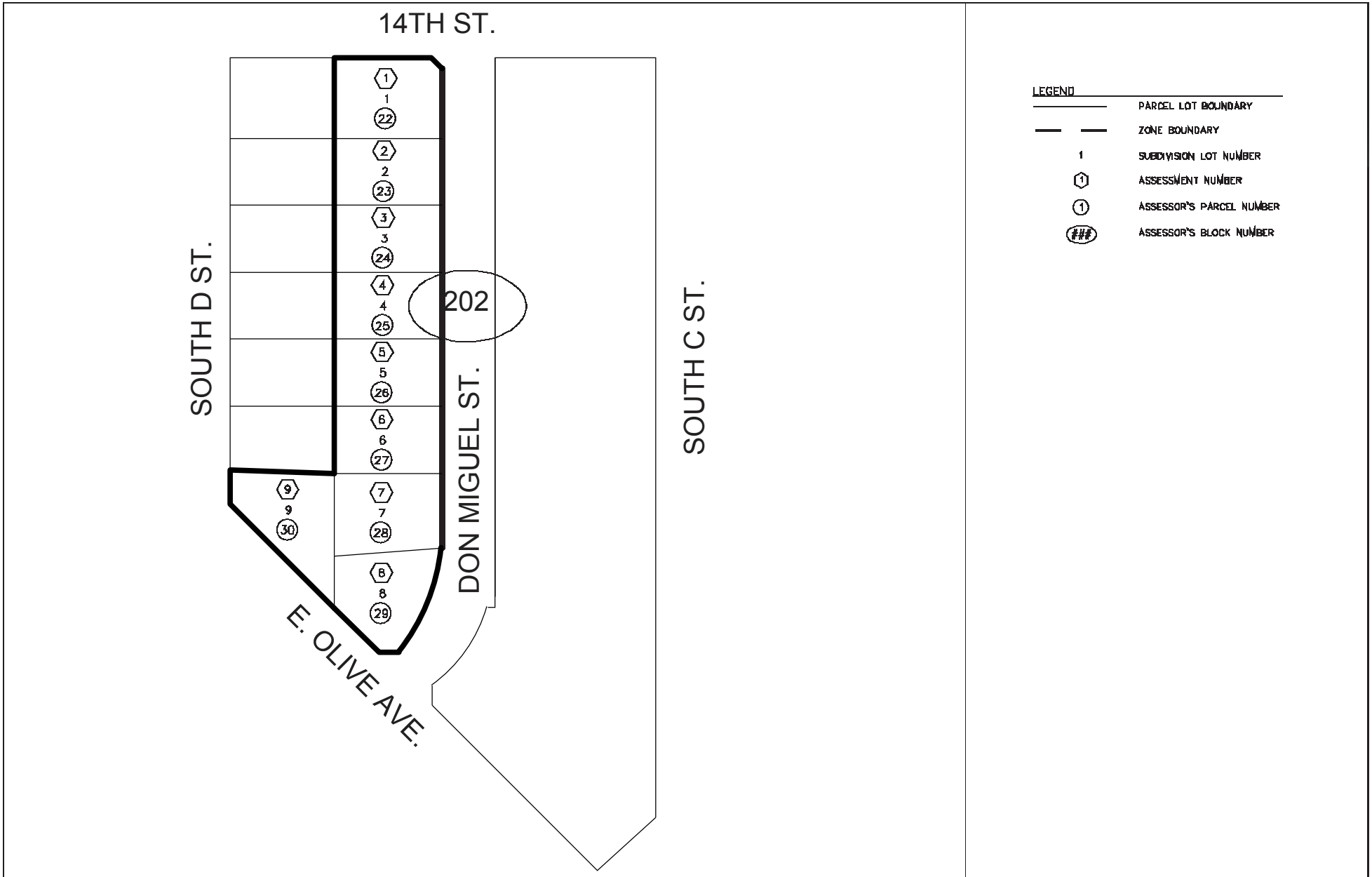
(1) ASSESSOR'S PARCEL NUMBER.

(123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
TAYLOR ESTATES
REV. JULY 2010

306

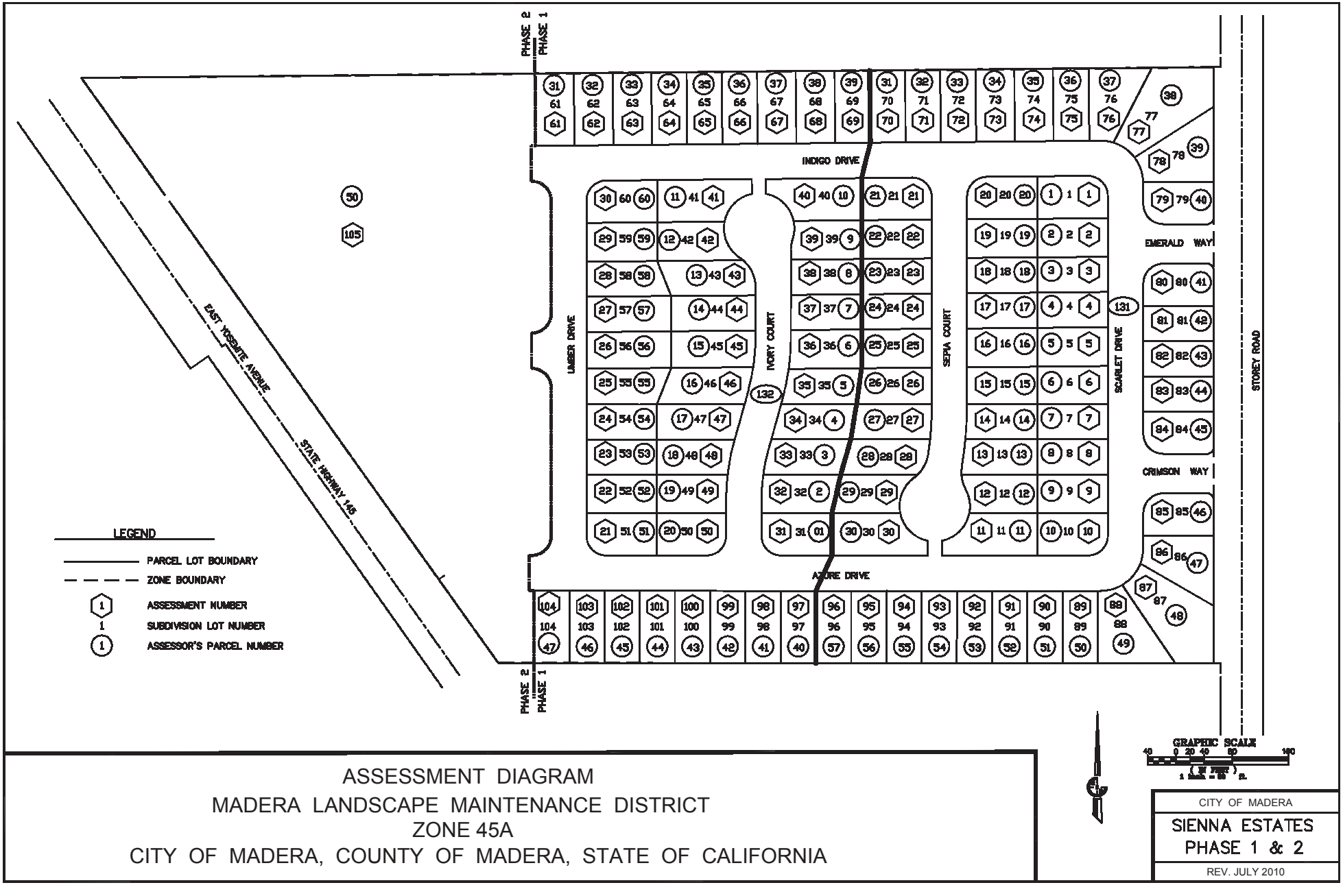


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 44
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

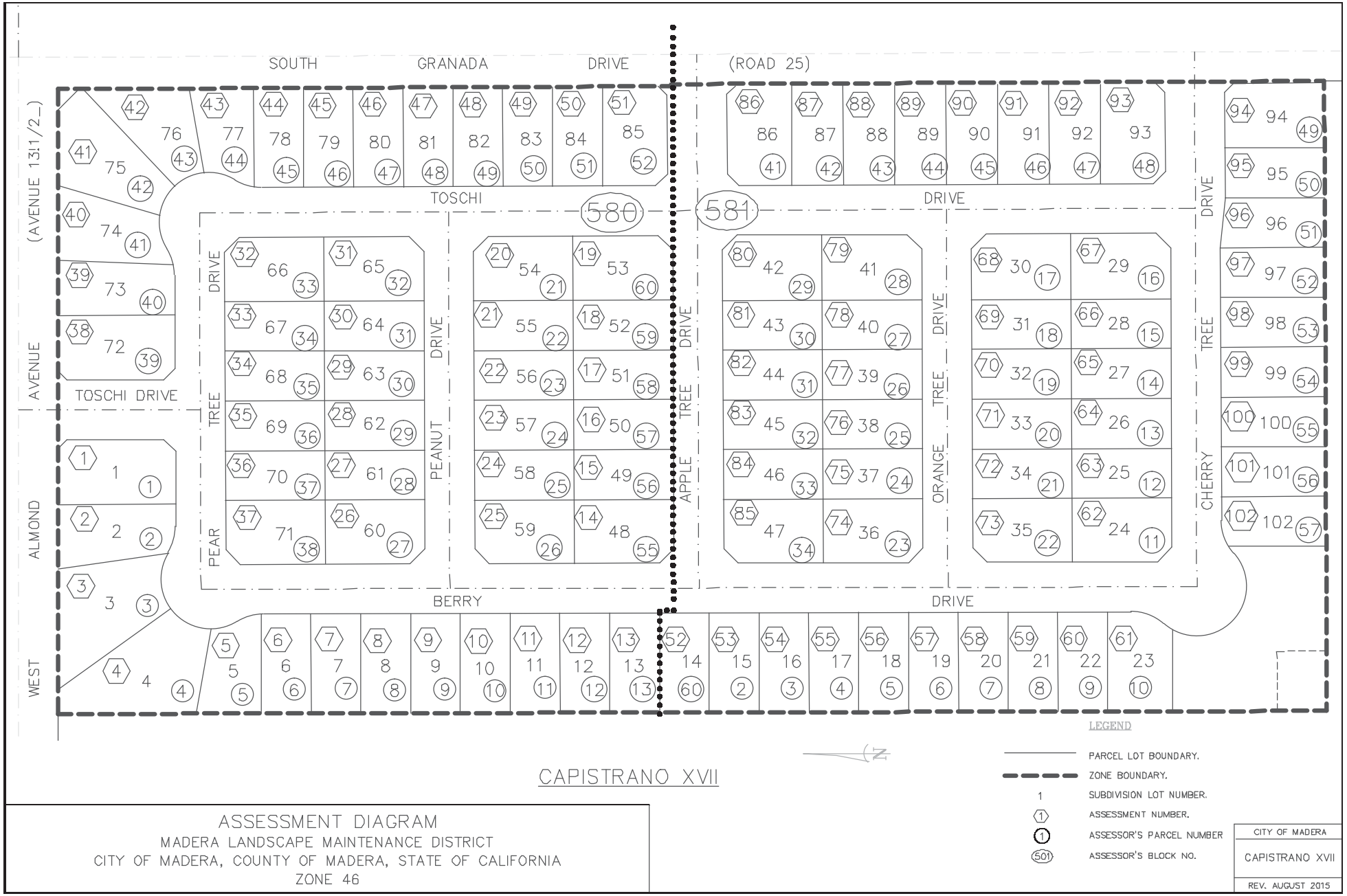
SIERRA VISTA
ESTATES III

REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 45A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SIENNA ESTATES
PHASE 1 & 2
REV. JULY 2010



CAPISTRANO XVII

ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 46

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 50

CITY OF MADERA
SUGAR PINE VILLAGE
JANUARY 2008

SUGAR PINE VILLAGE

AVENUE

ELM

CLINTON STREET

PERCY STREET

SANTA FE STREET

LEGEND

PARCEL LOT BOUNDARY.

ZONE BOUNDARY.

1 SUBDIVISION LOT NUMBER.

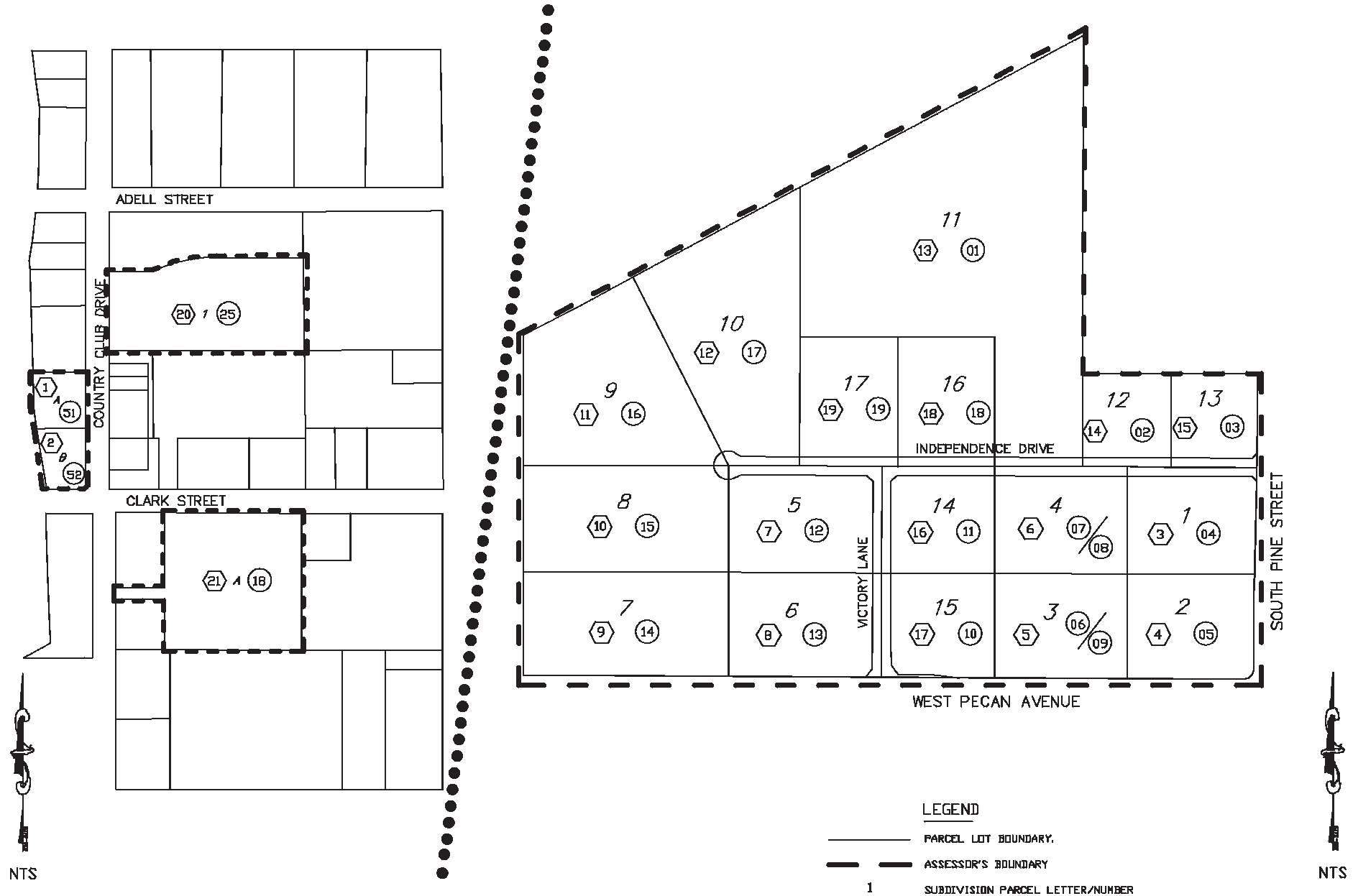
④ ASSESSMENT NUMBER.

Ⓒ ASSESSOR'S PARCEL NUMBER

(50) ASSESSOR'S BLOCK NO.

SCALE: 1" = 60'

SCALE IN FEET



ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

RED ROCK RETAIL CENTER
TRACTOR SUPPLY CO
FALLAS PAREDES
FREEDOM INDUSTRIAL PARK

REV. APRIL 2015

RETURN TO AGENDA

COUNCIL MEETING OF:
July 18, 2018

AGENDA ITEM NUMBER:
C-2

REPORT TO THE CITY COUNCIL

Approved By:

PLANNING MANAGER

CITY ADMINISTRATOR

SUBJECT:

Second reading and consideration of adoption of an ordinance rezoning approximately 3.57 acres located approximately 600 feet north of the northeast corner of the intersection of Adelaide Avenue and Sunrise Avenue from the R1 (Low Density Residential) Zone District to the PD-6000 (Planned Development) Zone District.

RECOMMENDATION:

It is recommended that the Council adopt the ordinance rezoning the subject property.

DISCUSSION:

Background

The rezoning was considered by the Planning Commission at its June 12, 2018 meeting. The Planning Commission also approved a 19-lot tentative subdivision map, a precise plan providing for construction of homes, and a negative declaration, prepared in conformity with the California Environmental Quality Act (CEQA) Guidelines. The ordinance rezoning the project site would provide consistency between zoning, the subdivision map and the supporting precise plan.

Rezone

The 3.57-acre project site is currently within the R1 (Low Density Residential) Zone District. The R1 Zone District prohibits the creation of interior lots of less than 6,000 square feet and/or corner lots of less than 6,500 square feet. The tentative subdivision map proposes a wide range of parcel sizes, from between 4,833 to 8,723 square feet, thus necessitating a rezone of the project site to the PD-6000 (Planned Development) Zone District. The PD (Planned Development) Zone District allows for flexibility from those requirements, allowing for a range of parcels sizes. The average lot size proposed within the subdivision of the rezone area is 6,307 square feet, consistent with the requirements of the proposed PD-6000 (Planned Development) Zone District. Approval of the proposed rezone would provide the required consistency between zoning and the General Plan.

The City Council introduced the rezoning ordinance at its July 5, 2018 meeting. The second reading and adoption of the rezoning ordinance would complete the rezoning process.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action Items included within the vision statement, "A Well-Planned City," include "utiliz[ing] vacant land within City limits" (Action 101.5) and "Promot[ing] and encourag[ing] development and redevelopment of low- and moderate-cost housing." (Action 101.8). Approval of the rezone is specifically consistent with the vision statement and action items.

FISCAL IMPACT:

None.

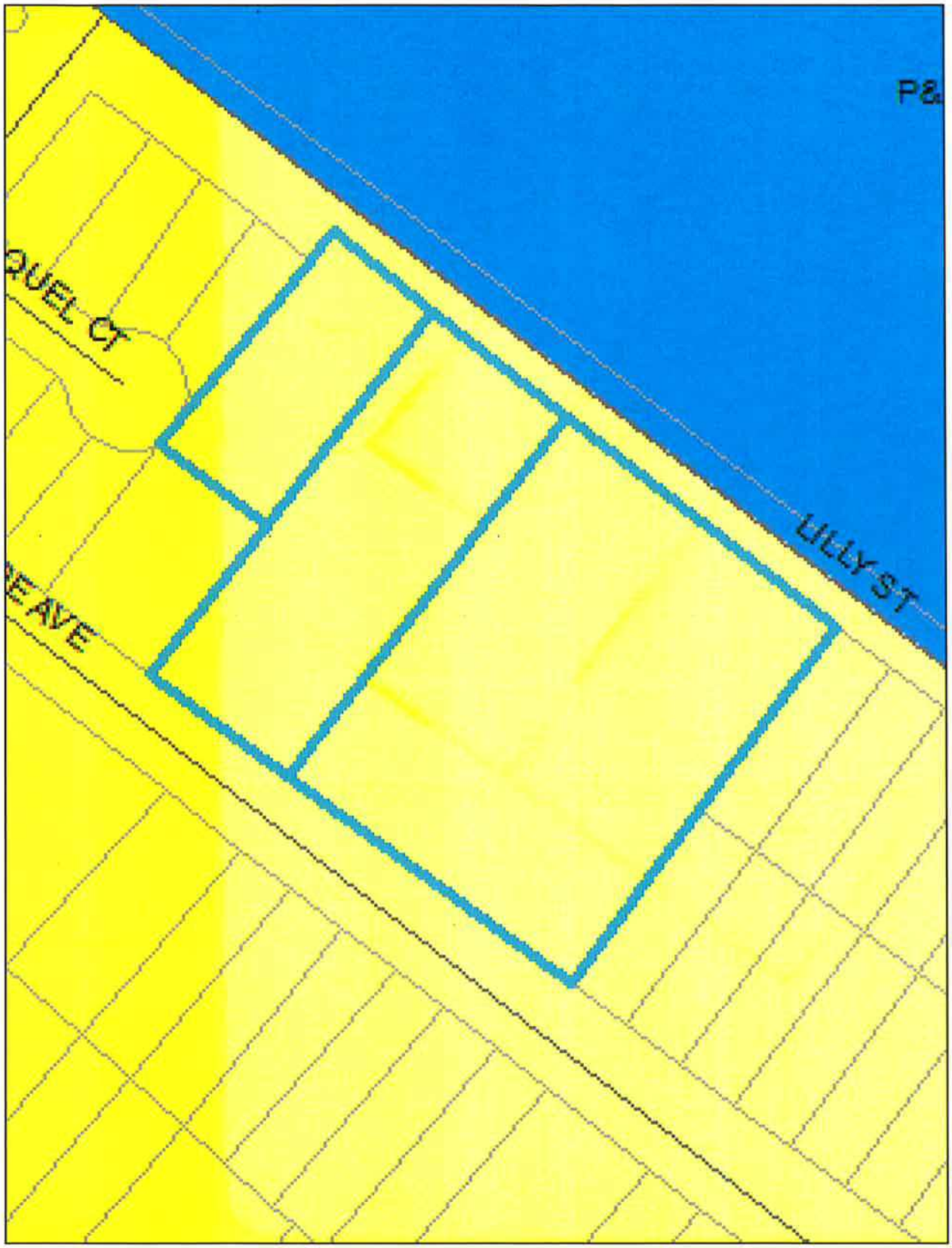
REFERENCE MATERIALS:

Aerial Map
General Plan Map
Zoning Map
Tentative Subdivision Map
Ordinance
    Exhibit A - Zoning Map

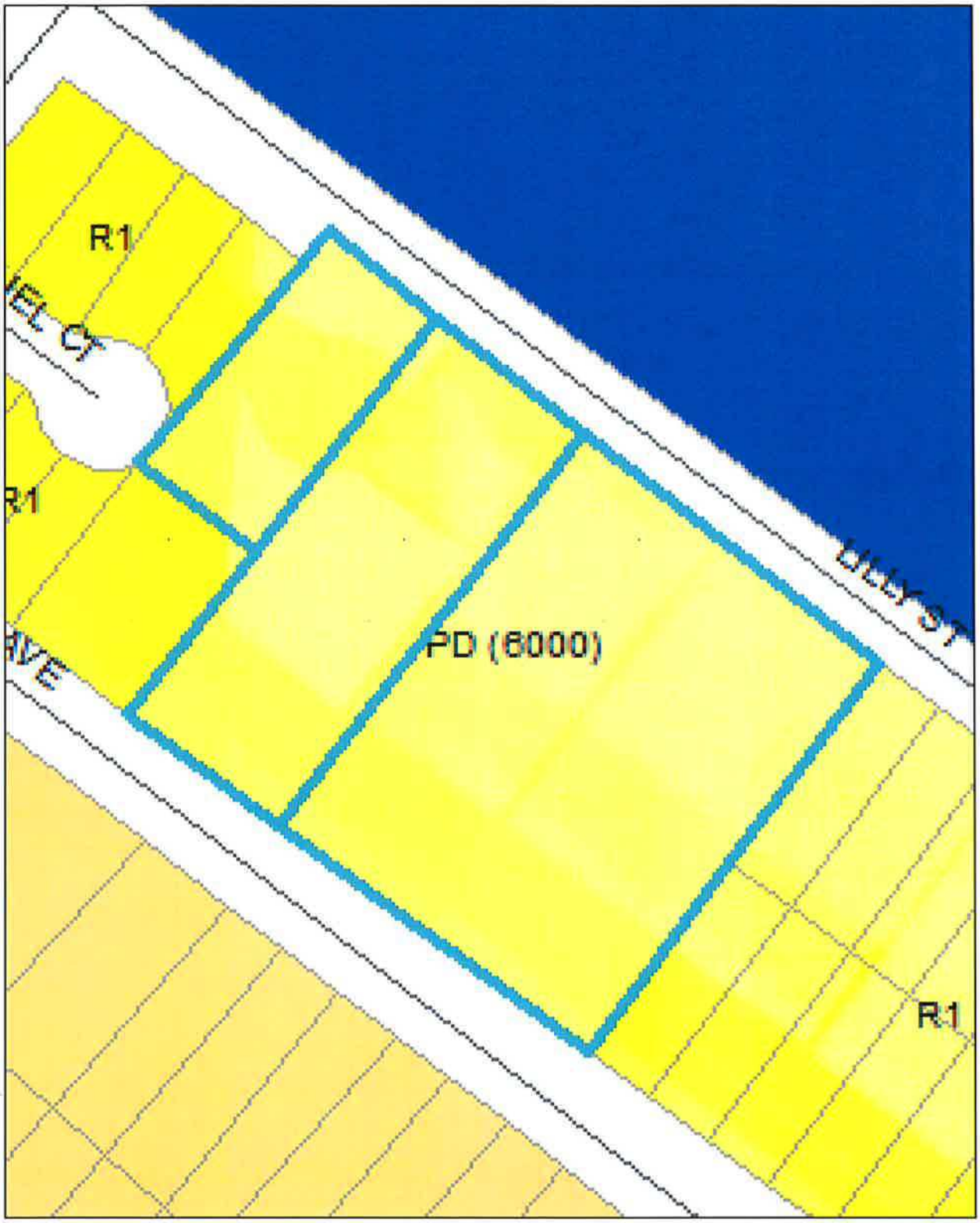
Aerial Photo



General Plan Map



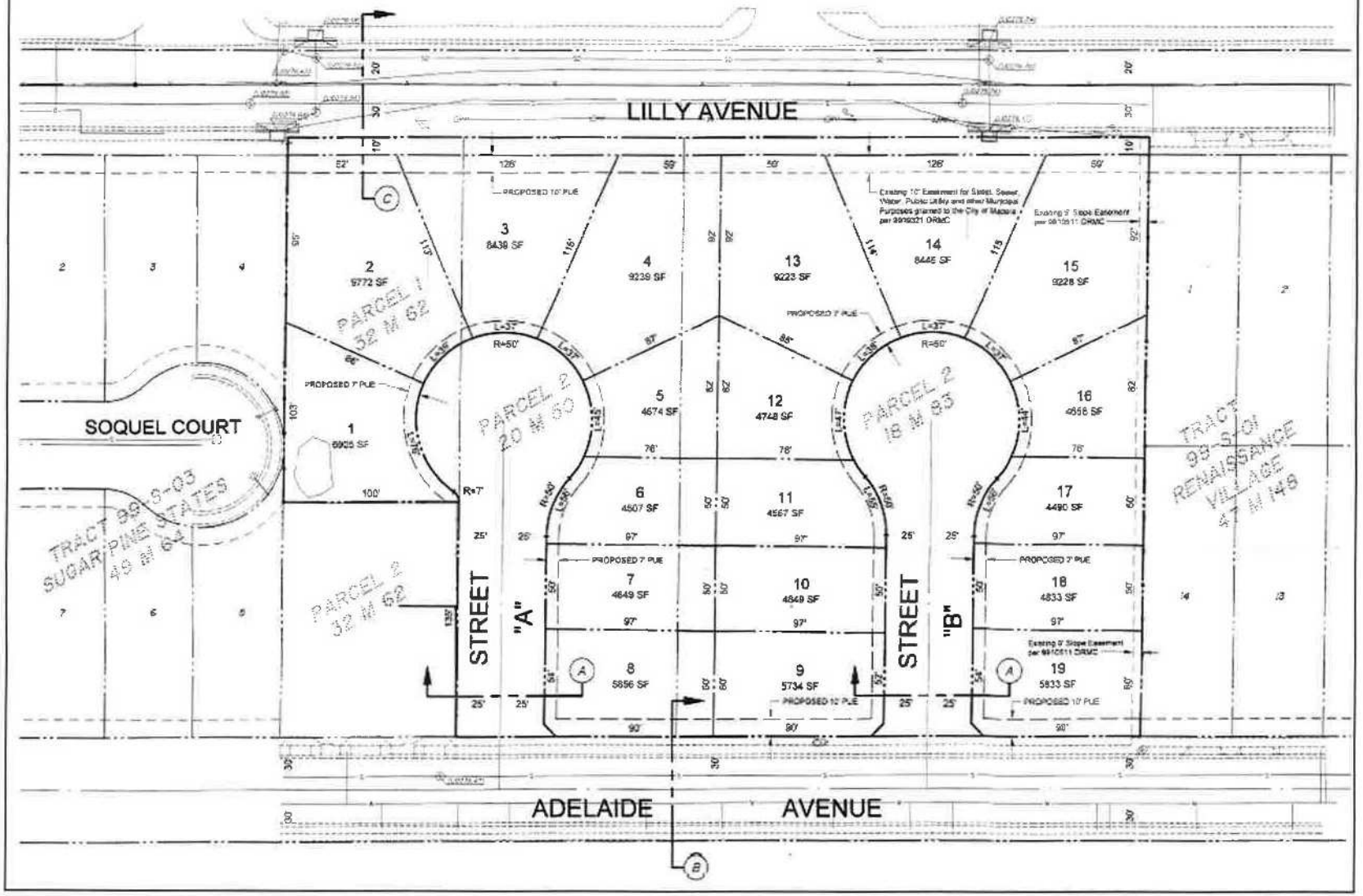
Zoning Map



TENTATIVE TRACT MAP NO. XXXX

ADELAIDE SUBDIVISION

PLANNED DEVELOPMENT SUBDIVISION



Tentative Subdivision Map

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 3.57 ACRES OF PROPERTY (APN: 008-102-003, 008-102-007 & 008-102-008), LOCATED APPROXIMATELY 600 FEET NORTH OF THE NORTHEAST CORNER OF THE INTERSECTION OF SUNRISE AVENUE AND ADELAIDE AVENUE, FROM THE R1 (LOW DENSITY RESIDENTIAL) ZONE DISTRICT TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the rezoning of this property and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AMENDMENT AND ZONING.

2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

EXHIBIT A



REPORT TO CITY COUNCIL

RETURN TO AGENDA

MEETING DATE: July 18, 2018

AGENDA ITEM NUMBER: E-1

Approved By:

FOR INTERIM PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT: Consideration of Existing Outdoor Watering Regulations and Direction to Staff Regarding Modifications

RECOMMENDATION: Staff recommends Council review the status of the City's outdoor watering regulations and provide comments or direction regarding modifications if so desired.

SUMMARY: At the June 20th Council Meeting, Council requested staff bring an agenda item to a future Council meeting to allow for the discussion of the City's outdoor water regulations. Specific Council questions were directed to staff relative to the number of allowable outdoor watering days and penalty structure for non-compliance contained within the regulation.

DISCUSSION: At a public hearing during the August 2, 2017 regular City Council Meeting, the Council adopted an amendment to an ordinance adding a water conservation level (New Level B) allowing outdoor watering three days per week. The ordinance was effective on September 2, 2017. This ordinance change was in response to public concern that the number of watering days per week allowed under the previous Ordinance version were capped at a maximum of two. The current code is attached as Exhibit A.

In addition to adding language to the city ordinance allowing for additional water days, Council directed staff to implement the administrative enforcement procedures as outlined in Title 1, Chapter 9 of the City of Madera Municipal code. This section provides penalty levels for violations of the Municipal Code and allows citizens the right to an Appeal Hearing on water violation citations that have been issued. Current penalty schedule for water citation violations per City of Madera Municipal Code is as follows:

(1) First administrative citation -- $75;
(2) Second administrative citation -- $200;
(3) Third or subsequent administrative citation -- $500.

Staff have recently received questions from the general public and Council as to whether or not scheduled watering days are automatically reduced during winter months, as this scenario is the preferred policy of many small city's through-out the Central Valley. Currently, the Ordinance *permanently* sets the allowable watering days at three per week until changed through Council action.

In addition to questions regarding allowable watering days, staff also field a number of questions each year regarding the administrative enforcement procedures contained within the Municipal Code. The majority of the questions center around the fact that the penalty structure doesn't allow for warnings to be issued for a

first offense and that the amounts charged are too high. In early iterations of the outdoor watering policy, the Code allowed for warnings to be issued for a first offense and set the penalties at $50, $100, and $150 respectively. The current code structure brings enforcement and penalties in line with overall City practice and does not require a warning for first offense and sets penalties at $75, $200, and $500. In addition, the current system provides the general public the right to the formal Appeal Process.

Staff requests that Council review this report and attachments and provide staff with comments and or direction if desired. Possible Council Direction includes,

- Change or modify existing watering ordinance to allow water days to increase and decrease with the changing of seasons automatically.
- Direct staff to issue a notice of violation prior to issuance of citations, if that is Council's preference.
- Request no changes to the existing program.

FINANCIAL IMPACT: The expenses for implementing and administering these activities occur within the Water Fund and do not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The report is consistent with the Madera Vision Plan, specifically Strategy 434: Water Quality and Usage: ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water use.

EXHIBIT A

5-5.13 LAWN IRRIGATION RESTRICTED TO CERTAIN DAYS AND TIMES.

(A) *Drought levels.* When the City Council by resolution determines that water supplies are limited and additional conservation measures are necessary to reduce water consumption, the Council may enact one of six drought water restriction levels A through F as set forth in this subsection, and restrictions under each section shall be enforced for such period of time as designated by the City Council or until lifted by them by separate resolution. The City Council at any time may prohibit all organized carwashes not conducted as part of a licensed car wash business, if it determines by resolution it is warranted to contribute to other enacted water restrictions intended to reduce water consumption.

Level A

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by limited means, the following restrictions shall apply:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m.

Level B

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by moderate means, the following restrictions shall apply:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m., and restricted to usage on Sunday, Wednesday and Friday for parcels with even numbered street addresses, and Tuesday, Thursday and Saturday for parcels with odd numbered street addresses.

Level C

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by moderate means, the following restrictions shall apply:

Outdoor application of water for irrigation, recreation uses shall be restricted to the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m., and restricted to usage on Sunday and Wednesday for parcels with even numbered street addresses and Saturday and Tuesday for parcels with odd numbered street addresses.

Level D

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by significant means, the following restrictions shall apply:

Outdoor application of water for irrigation and recreation uses shall be restricted to the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m., and restricted to usage on Sunday for parcels with even numbered street addresses and Saturday for parcels with odd numbered street addresses.

Level E

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by aggressive means, the following restrictions shall apply:

Outdoor application of water for irrigation of plants shall be limited drip system designed to only irrigate trees and bushes to minimally maintain their viability. The application of water shall

be restricted to the hours of 12:00 a.m. to 10:00 a.m. and 7:00 p.m. to 12:00 a.m., and restricted to usage on Sunday for parcels with even numbered street addresses and Saturday for parcels with odd numbered street addresses.

Level F

When the City Council by resolution determines it is warranted that additional water restrictions are necessary to reduce water consumption by extreme means, the following restrictions shall apply:

All outdoor application of water for irrigation of plants other than edible crops for personal consumption shall be eliminated.

(B) *Exception.* The city in enforcing the above provisions may use reasonable discretion in its interpretation in order to affect the water conservation purpose and reasonableness in application of the restrictions. Exception to these provisions may be granted by the Public Works Department when a written application for an exception is filed with the Public Works Department and the Department makes written determinations that compliance with these regulations in a particular circumstance causes a severe hardship that is unique and not common to other water customers, and would be significantly injurious to public health, safety, public economic welfare, or would by its implementation precludes the reasonable ability to enjoy the functionality of the premises. The burden of proof that enforcement of the provisions would cause severe hardships upon the applicants, and demonstration that a situation is unique and significantly injurious to the public interests is upon the applicant. Issues of convenience for economic efficiencies shall not constitute cause for exceptions hereunder. The Department in granting the exceptions may make such conditions as it deems necessary to maximize water conservation. Examples include but are not limited to; allowing a playfield to be watered on days when it is not normally used, preserving significant wildlife habitat, and accommodations for special public events, etc.

(C) *Food for personal consumption.* Watering of plants by drip irrigation that is grown as food for personal consumption (not for medicinal use) shall always be allowed to be watered on any day of the week except between the hours of 10:00 a.m. to 7:00 p.m. The legislative intent of this subsection is to allow for significant food production gardens for household that utilize them as a major element of their personal food supply. It is not intended to alter landscaping plantings to edible selections. For the purposes of this subsection the referenced plants grown for person consumption must be in a concentrated area intended exclusively for growing food rather than serving an ornamental purpose. Such concentrated areas shall not be located within a front yard or street side yard. Edible plants and fruit trees located in front yards, and other ornamental landscape areas are subject to standard water restriction and are given no relief under this subsection.

(D) *Household gray water.* Up to 100 gallons per household per parcel per day of reused domestic water from showers, washing, etc. "Gray water" may be reutilized for outdoor watering, subject to applicable health and safety regulations.

(E) *Importation of water.* Except as permitted elsewhere in this section, no water which is obtained from a source other than the city's municipal water system may be used for outdoor watering.

(F) *Imported recycled and gray water.* Recycled or "gray" water imported from outside of the city may be used for outside watering with no restrictions other than applicable health and safety regulation.

(G) *Penalties for violation of restrictions.* Violation of the provisions of this section shall be an infraction, and fines shall be imposed pursuant to § 1-9.06(B) of the Madera Municipal Code. ('61 Code, § 5-5.13) (Ord. 262 N.S., passed - - ; Am. Ord. 395 C.S., passed 6-14-82; Am. Ord. 408 C.S., passed 5-18-83; Am. Ord. 522 C.S., passed 5-31-89; Am. Ord. 539 C.S., passed 1-17-

90; Am. Ord. 563 C.S., passed 12-19-90; Am. Ord. 566 C.S., passed 3-4-91; Am. Ord. 568 C.S., passed 7-3-91; Am. Ord. 574 C.S., passed 2-5-92; Am. Ord. 914 C.S., passed 1-7-15; Am. Ord. 921U C.S., passed 5-20-15; Am. Ord. 922 C.S., passed 6-3-15; Am. Ord. 923U C.S., passed 7-1-15; Am. Ord. 925 C.S., passed 7-15-15; Am. Ord. 944 C.S., passed 8-2-17)

REPORT TO THE CITY COUNCIL

RETURN TO AGENDA

COUNCIL MEETING OF:
July 18, 2018

AGENDA ITEM NUMBER:
E-2

Approved By:

COMMUNITY DEVELOPMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: Discussion and Direction on Economic Development Activities and Consideration of a Resolution Approving Three Building and Development Incentives Offering Fee Reductions on Permit and Processing Fees in the Community Development Department and Amending the Master Fee Schedule to Incorporate the Incentive Programs

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Consider the information described in this report, together with the information presented during the City Council's discussion on this matter and, if desired, provide direction to staff regarding ongoing economic development activities.

2. Adopt a resolution approving three building and development incentives offering fee reductions on permit and processing fees in the Community Development Department.

SUMMARY:

Over the last several months, the City Council has provided direction to proceed with a variety of economic development related activities and, in a broader view, expressed an interest in expanding the City's overall economic development role. The agenda item under consideration provides an update on recent and ongoing economic development activities, and provides an opportunity for the Council to give input and direction regarding future programs and strategies.

The recommended actions under consideration also include the adoption of three new building and development incentive programs targeting downtown development, vacant and aging buildings, and non-profit building projects. Each of the three proposed incentive programs provides for reductions of between 50% and 100% in land use permit fees, building permit fees, and public facility engineering fees for qualifying projects. These three programs are the result of input from community groups in coordination with a City Council Subcommittee comprised of Councilmembers Oliver, Rigby and Rodriguez.

DISCUSSION:

The City collaborates with community partners to engage in economic development activities to help attract new businesses and retain and support existing businesses. The presentation during the City Council meeting will touch on the following programs and activities, in addition to any others that Councilmembers may elect to discuss:

- Opportunity Zones Established within City of Madera. Opportunity Zones were established by U.S. Department of the Treasury and the Internal Revenue Service (IRS) as new program in 2018. Opportunity zones encompass individual census tracts across the United States. Qualifying census tracts are primarily characterized by both the need for economic investment and the opportunity to achieve or attract that investment. Opportunity Zones are designed to spur economic development by providing tax benefits to investors. The census tracts covering the northeasterly part of downtown, and the northerly portion of Madera on both sides of Freeway 99, have been approved as opportunity zones.

- Participation at International Council of Shopping Centers (ICSC) RECON 2018 Conference in May of 2018. City staff partnered with the Economic Development Commission. The conference created an opportunity for meetings with retailers, brokers, agents, etc. Major ICSC event in Las Vegas occurs annually, smaller events are scheduled multiple times per year. Continued participation is an option.

- Participation at Select USA Investment Summit Event in June of 2018. City staff partnered with the Economic Development Commission. The event created an opportunity to meet with international companies looking for development and investment opportunities in the United States. The Select USA event occurs annually and continued participation is an option.

- Public Private Partnership with Span Construction and Engineering. The Council previously authorized staff to proceed with a public private partnership with Span to facilitate the construction of an industrial spec building on a City-owned lot in the Freedom Industrial Park. The spec building is currently under construction, though technical issues regarding title have slowed down the escrow process.

  The City owns additional parcels within the Freedom Industrial Park where public private partnerships can be pursued. An initial concept called for the City to solicit statements of qualification from developers wishing to construct one or more buildings on one of the City owned parcels, with the City deferring some of the land and permitting costs as an incentive. While Span immediately jumped on the opportunity to construct the first building, the City can implement the original concept on additional parcels if it chooses.

- Consideration of the role of development impact fees in incentivizing or discouraging development. Draft impact fee study is near completion. An expected Spring 2018 delivery has been pushed back to late Summer 2018.

- Scheduling commercial/industrial real estate broker events (mixer, lunch, etc.). The importance of informing brokers, and establishing and maintaining relationships with these individuals, has been emphasized by multiple industry professionals. Brokers frequently provide direct input to commercial and industrial businesses and often help shape where they look for development opportunities. City staff and the Economic Development Commission are working with local owners/developers to schedule one or more broker events.

- Promotional/Marketing Video. Staff and Councilmembers have discussed the preparation of one or more brief marketing or promotional videos highlighting the City and its commercial/industrial development opportunities. The City has the capability to create such a video, but requires the dedication of staff time to complete the work product.

- Consideration of Pro-Active Annexation Strategies. As previously discussed with the Council, the City could choose to implement a proactive annexation strategy, focusing on properties which are specifically intended to accommodate and/or facilitate near-term employment and revenue generating growth.

- Consideration of Amendments to the Zoning Ordinance and/or Development Standards. A comprehensive update to the City's zoning ordinance is scheduled for consideration this summer. Substantive changes are proposed in conjunction with the update, including the removal of outdated language. The comprehensive update provides an opportunity to consider changes to the code which could create new economic development tools or remove existing constraints. The Planning Commission has requested a joint session with the City Council to discuss the zoning ordinance update. Staff will be returning with an item to identify a date for the joint session if the Council so desires.

- Permit Streamlining Services. The City currently offers three no-cost services to development applicants to help move projects through the permitting process. The first is the Preliminary Project Review process, which provides customers with initial feedback regarding fatal flaws, development processes, and probable conditions of approval. The second is the designation of a City Project Manager/Customer Liaison, which creates a single point of contact for customers to rely on to help navigate the steps in the development process. The third is Development Roundtable, which allows customers to meet with all of the affected departments at the same time to ask questions, resolve problems, etc. While these are existing services, they can be better packaged and advertised as part of a suite of development incentives. A flyer for permit streamlining services is attached.

- Permit and Processing Fee Adjustments: The Council previously expressed an interest in developing incentive programs that would offer permit and processing fee reductions in strategic areas. A City Council Subcommittee was appointed to work with staff and community groups. Three fee reduction incentive programs have been developed and are presented for adoption in conjunction with this agenda item, as follows:

    - Downtown Development. Up to 100% reduction in Engineering Department Fees and 75% reduction in Planning and Building Fees. Eligible projects include the following: new and remodel development; façade improvements; ADA improvements; and improvements to City streets, utilities and sidewalks.

- Vacant and Aging Buildings. Up to 100% reduction in Engineering Department Fees and 75% reduction in Planning and Building Fees. Eligible projects include the following: complete remodel of 40+ year old buildings, remodel of buildings and suites vacant for longer than 180 days.

- Non-Profit Building Projects. Up to 50% reduction in Engineering, Planning, and Building Fees, with a $4000 cap on building fee reductions. Eligible projects include the following: new and remodel development; exterior on-site improvements; ADA improvements; and improvements to City streets, utilities and sidewalks.

The eligible projects and fee reduction recommendations reflect feedback from the community groups and Council subcommittee members who collaborated on the incentive programs. An informational flyer for each program has been prepared and is attached to this report, along with a general application form that can be used to apply for any of the incentives. If the proposed resolution is adopted, the fee adjustments will be available immediately.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The discussion and recommendations regarding the City's economic development program are related to and consistent with the Action Item 207.3: Review use of incentives used to attract new industrial and retail development at least every three years. Evaluate whether the tools used are generating new development; evaluate whether the value received in new job generation meets or exceeds the value of incentives provided.

FISCAL IMPACT:

The intent of all economic development programs is to attract and retain businesses which contribute to the long-term economic well-being of the community. Each activity or program likely involves an up-front cost, whether that be the cost to attend a conference or the cost of absorbing a fee reduction. Results are measured over a longer term, necessarily making it difficult to prepare a meaningful cost-benefit analysis.

The immediate financial impact resulting from the recommended action will be the loss of revenue due to fee reductions. The total revenue reduction will depend on how many qualifying projects ultimately request the fee adjustment. A hypothetical scenario addressing fees from the remodel and change of occupancy in a downtown building is shown below:

Hypothetical Scenario:	2,500 square foot lease area – full remodel Retail/Food Service with Alcohol Sales and Outdoor Seating $20,000 in public utility and sidewalk improvements

Permit Type	Full Fee Amount	Reduction Amount (%)	Downtown Incentive Fee
Cond. Use Permit - Alcohol	$1,650	75%	$413
Cond. Use Permit - Outdoor Seat	$1,238	75%	$309
Site Plan Review	$1,016	75%	$254
Building Plan Check	$1,754	75%	$439
Building Inspection	$1,533	75%	$383
Building Permit Expedite	$877	75%	$219
Engineering - Encroachment Plan Review	$400	100%	$0
Engineering - Encroachment Inspection	$600	100%	$0
Total	$9,068		$2,017
Total Savings Achieved Through Reduction			$7,051

RESOLUTION NO. 18-___

A Resolution of the City Council of the City of Madera, California, Approving the Downtown Development Incentive Program, the Vacant and Aging Building Improvement Incentive Program, and the Non-Profit Development Incentive Program and Amending the Master Fee Schedule to Incorporate the Incentive Programs

WHEREAS, various sections of the Madera Municipal Code provide that certain fees for services, applications for permits and other miscellaneous matters shall be established by Resolution of the City Council; and

WHEREAS, the City Council has heretofore, by adoption of Resolution 17-156 implemented some of those sections by establishing various fees and incorporating said fees into the City of Master Fee Schedule; and

WHEREAS, the City Council now desires to provide for adjustments and modifications to the existing fees, including the establishment of programs that will allow for the reduction of fees in specific circumstances; and

WHEREAS, the City Council desires to establish programs to reduce permit and processing fees for development within a specific geographic area commonly referred to as Downtown Madera, to reduce permit and processing fees for projects involving vacant and aging buildings, and to reduce permit and processing fees for non-profit building projects; and

WHEREAS, the City Council has determined that the public interest is served by reducing fees for private development in these areas because the fee reductions will assist in the elimination of physical blight, the generation of employment opportunities, and the generation of tax revenue that would otherwise not occur; and

WHEREAS, the City Council has determined that the public interest is served by reducing fees for building projects completed by non-profit organizations because the fee reductions will facilitate the expansion of the existing public benefits regularly created by such organizations through direct service to the public.

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 Downtown Development Incentive Program, the Vacant and Aging Building Improvement Incentive Program, and the Non-Profit Development Incentive Program, copies of which are on file in the Office of the City Clerk and which reference is hereby made for full particulars as to terms and conditions thereof, are approved.

3. The City of Madera Master Fee Schedule is hereby amended to incorporate the fee reduction incentives as outlined in Exhibit A to this Resolution.

4. The Community Development Director is hereby authorized to take all administrative actions necessary to implement the fee reduction incentive programs immediately.

5. This resolution is effective immediately upon adoption.

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

Resolution Exhibit A

The Downtown Development Incentive Program, the Vacant and Aging Building Improvement Incentive Program, and the Non-Profit Development Incentive Program shall apply to the following elements of the City of Madera Master Fee Schedule:

- Plan Check Fees by Occupancy Class and Construction Type [Building Department Fees]
- Inspection Fees by Occupancy Class and Construction Type [Building Department Fees]
- Mechanical, Electrical and Plumbing Item Fees [Building Department Fees]
- Miscellaneous Item Fees [Building Department Fees]
- Fire Miscellaneous Items Permit Fees [Building Department Fees]
- Planning Department Fees [Planning Department Fees]
- Engineering Department Fees [Engineering Department Fees]

The following statements shall be added as a note to the bottom of each fee element listed above:

Note:

Development Incentive Fee Reduction Program

Fees described in this section of the Master Fee Schedule shall be reduced for eligible projects in accordance with the Downtown Development Incentive Program, the Vacant and Aging Building Improvement Incentive Program, and the Non-Profit Development Incentive Program as adopted by the City Council on July 18, 2018. Fee reductions are available as follows:

A. Projects Located in Downtown Madera (as defined by the incentive program).

Eligible Projects: New commercial construction, interior tenant improvements (commercial properties) façade improvements (commercial properties), Americans with Disability Act Improvements, and improvements to City streets, utilities and sidewalks.

Fee Reduction Available:
▪75% Reduction of All Planning Department and Building Department Fees.
▪100% of All Engineering Department Fees, not to exceed the cost of public improvements to be constructed by the project.

B. Projects Involving Buildings Older than 40 Years and Buildings or Suites Vacant for 180+ days

Eligible Projects: Remodel and renovation of commercial buildings more than 40 years old, where site plan review has been approved and interior/exterior improvements are included. Remodel and renovation of commercial buildings or individual suites in buildings that have been vacant for longer than 180 days.

Fee Reduction Available:
▪75% Reduction of All Planning Department and Building Department Fees.
▪100% of All Engineering Department Fees, not to exceed the cost of public improvements to be constructed by the project.

C. Building and Development Projects by Non-Profit Organizations

Eligible Projects: New commercial construction, interior remodels and tenant improvements, exterior on-site improvements, Americans with Disability Act Improvements, and improvements to City streets, utilities and sidewalks.

Fee Reduction Available:
▪50% Reduction of All Planning Department and Building Department Fees.
▪50% of All Engineering Department Fees, not to exceed the cost of public improvements to be constructed by the project.



The City of MADERA

PERMIT STREAMLINING SERVICES

NO-COST SERVICES HELP YOUR PROJECT MOVE THROUGH THE PERMITTING PROCESS

PRELIMINARY PROJECT REVIEW [PPR]

Preliminary Project Review is a no-fee process designed to provide customers with initial feedback regarding their development concept or proposal. Customers begin by submitting an application form, project description, and preliminary site plan to the Planning Department. Professionally prepared application materials aren't required, though more detailed information helps generate more accurate feedback. The preliminary project information is reviewed by all the affected City Departments, and after 2 to 4 weeks, a letter is provided to the customer summarizing results of the City's preliminary review. Issues typically addressed during the preliminary project review include the identification of any major problems that would limit the feasibility of a project, a description of the process necessary to bring the project to fruition, and a list of the probable conditions of approval that should be anticipated if a formal application is eventually made.

PROJECT MANAGER & CUSTOMER LIAISON

After a formal application is submitted, the City assigns a project manager within the Community Development Department to act as a conduit to help customers move through the various steps in the development process. The City's project manager is typically a member of the Planning Department, where most projects begin. The project manager will help customers understand City processes and conditions of approval, and will introduce them to critical contacts in other departments, such as the Engineering and Building Departments. Customers are encouraged to rely on their project managers to obtain status reports on their projects and help ensure that unnecessary delays are avoided.



LEARN MORE @

www.cityofmadera.ca.gov/incentives

DEVELOPMENT ROUNDTABLE MEETING

Customers in the Community Development Department are encouraged to ask questions when they arise, and one-on-one meetings are regularly scheduled between project applicants and City staff to answer questions and iron out problems that sometimes pop up. When a customer has questions that affect multiple departments, it is sometimes helpful to schedule a development roundtable meeting where applicants are invited to meet with representatives of all the affected departments at the same time. At any point during the development process, a customer may request that the City schedule a development roundtable meeting. On occasion, City staff may suggest, proactively, that a customer participate in a development roundtable meeting. Meetings can be requested by contacting the customer's project manager or any member of the community development department, and typically take about 2 weeks to schedule.

The City of MADERA



DOWNTOWN 2018
DEVELOPMENT INCENTIVE PROGRAM

SAVE BIG WHEN YOU INVEST IN DOWNTOWN MADERA

UP TO 100% REDUCTION IN ENGINEERING DEPARTMENT FEES (NOT TO EXCEED TOTAL COST OF ALL PUBLIC IMPROVEMENTS)

75% REDUCTION IN PLANNING & BUILDING DEPARTMENT FEES











LEARN MORE @

www.cityofmadera.ca.gov/incentives

ELIGIBLE PROJECTS IN DOWNTOWN INCLUDE

- NEW COMMERCIAL CONSTRUCTION
- INTERIOR TENANT IMPROVEMENTS (COMMERCIAL PROPERTIES)
- FACADE IMPROVEMENTS (COMMERCIAL PROPERTIES)
- AMERICANS WITH DISABILITY ACT IMPROVEMENTS
- IMPROVEMENTS TO CITY STREETS, UTILITIES AND SIDEWALKS

The City of MADERA



VACANT & AGING BUILDING 2018 IMPROVEMENT INCENTIVE PROGRAM

SAVE BIG WHEN YOU REINVEST IN MADERA

UP TO 100% REDUCTION IN ENGINEERING DEPARTMENT FEES (NOT TO EXCEED TOTAL COST OF ALL PUBLIC IMPROVEMENTS)

75% REDUCTION IN BUILDING DEPARTMENT FEES

75% REDUCTION IN PLANNING FEES













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www.cityofmadera.ca.gov/incentives

ELIGIBLE PROJECTS IN MADERA INCLUDE



REMODEL & RENOVATION OF COMMERCIAL BUILDINGS MORE THAN 40 YEARS OLD, WHERE SITE PLAN REVIEW HAS BEEN APPROVED BY THE PLANNING DEPARTMENT AND INTERIOR/EXTERIOR IMPROVEMENTS ARE INCLUDED

REMODEL & RENOVATION OF COMMERCIAL BUILDINGS THAT HAVE BEEN VACANT FOR LONGER THAN 180 DAYS

INTERIOR TENANT IMPROVEMENTS FOR INDIVIDUAL SUITES IN COMMERCIAL BUILDINGS THAT HAVE BEEN VACANT FOR LONGER THAN 180 DAYS

The City of MADERA



NON-PROFIT 2018
DEVELOPMENT INCENTIVE PROGRAM

HELPING COMMUNITY PARTNERS CREATE PUBLIC VALUE

UP TO 50% REDUCTION IN ENGINEERING DEPARTMENT FEES (NOT TO EXCEED TOTAL COST OF ALL PUBLIC IMPROVEMENTS)

50% REDUCTION IN BUILDING DEPARTMENT FEES (MAX $4000)

50% REDUCTION IN PLANNING FEES













LEARN MORE @

www.cityofmadera.ca.gov/incentives

*ELIGIBLE PROJECTS IN MADERA INCLUDE



- NEW CONSTRUCTION
- INTERIOR REMODELS & TENANT IMPROVEMENTS
- EXTERIOR ON-SITE IMPROVEMENTS
- AMERICANS WITH DISABILITY ACT IMPROVEMENTS
- IMPROVEMENTS TO CITY STREETS, UTILITIES & SIDEWALKS

*IRS TAX EXEMPT STATUS REQUIRED

City of Madera – Community Development
205 W. 4th Street
Madera, CA 93637
Phone: (559) 661-5430
Fax: (559) 674-2972

Development Incentive Fee Reduction Program

APPLICANT

Name: _____
Address: _____
City/Zip: _____
Phone: _____
Cell Phone: _____
E-mail: _____

PROJECT SITE INFORMATION

Address: _____
APN: _____

INCENTIVE BEING REQUESTED (Select One)

[ ] Downtown Commercial Development Program
[ ] Vacant & Aging Building Improvement Program
[ ] Non-Profit Organization Building Program
(IRS Tax Exempt Status Required)

WHAT APPLICATION(S) ARE YOU SUBMITTING?

[ ] Planning Dept - Land Use/Site Plan
[ ] Building Department - Permit/Plan Check
[ ] Engineering Dept - Public Improvement Plans

DOES YOUR PROJECT INCLUDE THE FOLLOWING?

Downtown Commercial Development Program

[ ] New Construction
[ ] Interior Tenant Improvements
[ ] Facade Improvement
[ ] Americans with Disability Act Improvements
[ ] Improvements to City Streets, Utilities and/or Sidewalks
(Select All Features that Apply to Your Project)

Vacant & Aging Building Improvement Incentive Program

[ ] Interior and Exterior Remodel of Building 40+ Years Old
[ ] Remodel / Renovation of Buildings Vacant for 180+ Days
[ ] Remodel / Renovation of Buildings/Suites Vacant for 180+ Days
(Select All Features that Apply to Your Project)

Non Profit Organizations Building Incentive Program

[ ] New Construction
[ ] Interior Remodels & Tenant Improvements
[ ] Exterior On-site Improvements
[ ] Americans with Disability Act Improvements
[ ] Improvements to City Streets, Utilities and/or Sidewalks
(Select All Features that Apply to Your Project)

BRIEFLY DESCRIBE PROJECT: (Example: New Retail Store @ Corner of First Street and A Street)

Estimated Number of Full Time Employees: Anticipated Amount of Retail Sales Annually:

SIGNATURE REQUIRED

The information provided in this application is true and accurate to the best of my knowledge.

Applicant's Signature _____ Date _____

Below the Dotted Line For City's Use Only

Date Received by City for Consideration: _____

[ ] Engineering Department Fees: Cost of Off-site Improvements $ _____
[ ] Non-Profit Building Program: IRS Tax Exempt Status Confirmed? [ ] Yes [ ] No
[ ] Downtown Commercial Program: Site Inside Incentive Boundary? [ ] Yes [ ] No

Does the proposed project meet eligibility requirements for the requested program? [ ] Yes [ ] No _____

Fee Type		Full Fee	Adjusted Fee
[ ]	Planning Permit Fees		
[ ]	Engineering Fees		
[ ]	Building Plan Check		
[ ]	Building Permit Fees		
[ ]	Other		
[ ]	Other		

Completed By: _____ Date: _____