REGULAR MEETING
OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, September 20, 2017
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: **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

INVOCATION: Pastor Mike Unger, Madera Rescue Mission

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 Proclamation Recognizing Hispanic Heritage Month

INTRODUCTIONS Alberto Holguin, Water and Sewer Operations Manager

A. WORKSHOP

A-1 The Third of a Three Workshop Series on Cannabis and California Cities (Presentation by Gino Chiaramonte and Chris Boyle)

B. CONSENT CALENDAR

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

B-2 Information Only – Warrant Disbursement Report

B-3 Bi-Weekly Water Conservation Report for 8/28/17 – 9/10/17 (Report by Dave Randall)

B-4 Consideration of a Minute Order Rejecting a Claim filed by Juana Montes De Oca (Report by Wendy Silva)

B-5 Consideration of Resolutions Adopting 2017/2018 Community Development Block Grant Agreements for Services as follows:
(Report by Ivette Iraheta)

A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care

B. The Madera County Workforce Investment Corporation for the Vocational Training/Certification Program

C. The Madera Coalition for Community Justice to Coordinate the Zocalo Madera Program

D. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation and Education Services to Seniors

E. The Housing Authority of the City of Madera for the Pomona Ranch Housing for the Homeless Project

F. The City of Madera Engineering Department for the East Yosemite Avenue and Elm Street Traffic Signal Project

G. The City of Madera Engineering Department for the George Washington Elementary School Sidewalk Project

B-6 Consideration of a Resolution Authorizing Participation in the State Interagency Intercept Collections Program and Authorizing the Mayor to Execute the Intent to Participate and Any and All Documents Necessary to Facilitate Participation in the Program (Report by Brent Richardson)

B-7 Consideration of Resolution Approving Amendment No. 4 to the Agreement with Lars Andersen & Associates, Inc. for Engineering Services Relating to the Construction of the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad (Report by Keith Helmuth)

B-8 Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2017/18 Capital Projects Budget for the Installation of Water Main at Various Locations, City Project No. W 16-03 (Report by Keith Helmuth)

B-9 Consideration of a Resolution Approving the Compensation Range for Part Time Public Works Maintenance Aids (Report by Wendy Silva)

B-10 Consideration of a Resolution Approving Annexation of Adjusted Parcel C of Lot Line Adjustment No. 2016-01 into Zone of Benefit 1; Confirming the Diagram and Assessment for Adjusted Parcel C of Lot Line Adjustment No. 2016-01 for City Wide Landscape and Lighting Assessment District Zone of Benefit 1 for Fiscal Year 2017/2018; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

B-11 Consideration of a Resolution Ratifying and Approving a Memorandum of Agreement between Mariposa County Sheriff's Office and the Madera Police Department Pertaining to Assistance under the Law Enforcement Mutual Aid and Authorizing the City Administrator to Sign on Behalf of the City (Report by Steve Frazier)

B-12 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending June 30, 2017 (Report by Tim Przybyla)

B-13 Consideration of a Resolution Approving a Professional Services Agreement with RRM Design Group for Professional Engineering Design Services for the Construction of a Fire Station and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Dave Merchen)

B-14 Consideration of a Minute Order Approving a Letter to Madera County Requesting an Easement Deed for Use by the City in Constructing a Portion of the Gateway/UPRR Trail Undercrossing and Authorizing the Mayor to Sign the Letter (Report by Mary Anne Seay)

B-15 Consideration of a Resolution Adopting the City's Master Fee Schedule and the Master Penalty Schedule for FY 2017/2018 (Report by Tim Przybyla)

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

C-1 Public Hearing and Consideration of a Resolution Approving the 2016/2017 Community Development Block Grant Consolidated Annual Performance and Evaluation Report and Financial Summary (Report by Ivette Iraheta)

D. WRITTEN COMMUNICATIONS

D-1 Written Communication from Valley West Christian Center and Consideration of a Request for a Reduction in Fees for a Proposed 5,250 Square Foot Multi-Purpose Building (Pastor Roger Leach and Report by David Merchen)

D-2 Consideration of a Written Request by the Madera South High School Seeking Council Approval to Waive Permit Fees and Cover the Cost of Police and Public Works Efforts in Association with their Homecoming Parade and Request for the City to Pay $1,200 Towards the Rental of Barricades (Report by Steve Frazier)

D-3 Consideration of a Written Request by the Madera High School Seeking Council Approval to Cover the Cost of Police and Public Works Efforts in Association with Their Homecoming Parade (Report by Steve Frazier)

E. ADMINISTRATIVE REPORTS

E-1 Report and Request for Direction Regarding Agenda Distribution Timeline (Report by Sonia Alvarez)

E-2 Update and Request for Direction Regarding a Proposal by Sohan Samran for Extra-Territorial Sewer and Water Connections in Conjunction with the Expansion of the BAPU Almond Facility at 24341 Avenue 14 (Report by David Merchen)

E-3 Report Seeking Direction from Council on Absorbing Rental Fees to Accommodate the Mexican Consulate at the Pan-American Community Center (Report by Mary Anne Seay)

E-4 Request for Direction on the Elimination of the Adult Day Care Program (Report by Mary Anne Seay)

E-5 Review of Permit and Processing Costs for the Development Services Departments, Review of Potential Fee Adjustment Programs, and Direction to Staff Regarding Placing These Items on the October 4, 2017 Agenda for Consideration (Report by Dave Merchen)

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: David Tooley and Wendy Silva

Employee Organizations: Operating Engineers Local Union No. 3
Madera Police Officers' Association
Mid-Management Employee Group
Law Enforcement Mid-Management Group

G-3 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case

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

Property 1: 4 Parcels

LEWIS HELEN F TR ETAL APN: 013-050-007, 013-050-008, 013-050-009, 013-050-010
Agency Negotiators: David Tooley, David Merchen
Negotiating Parties: Sheila Urbanek & Joel Mazmanian Representing Lewis Helen F Tr. Etal
Under Negotiations: Price and Terms

Property 2: 2 Parcels

MCINTYRE EDWARD J & GAIL ETAL APN: 013-200-012, 013-200-013
Agency Negotiators: David Tooley, David Merchen
Negotiating Parties: Edward and Gail McIntyre
Under Negotiations: Price and Terms

Item G-4 continued on next page

Property 3: 2 Parcels

SCHULTZ, WILLIAM & GLORIA APN: 013-270-016, 013-270-017
Agency Negotiators: David Tooley, David Merchen
Negotiating Parties: Buk Wagner Representing William & Gloria Schultz
Under Negotiations: Price and Terms

G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting October 4, 2017

- 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 September 20, 2017, near the front entrances of City Hall at 3:00 p.m. on September 15, 2017.

Sonia Alvarez

Sonia Alvarez, City Clerk

Return to Agenda

Madera City Council Agenda 09/20/17
Agenda Item A-1

The Third of a Three Workshop Series on Cannabis and California Cities

There is no written report for this item.
Presentation Only.

Return to Agenda

Madera City Council Agenda 09/20/17
Agenda Item B-1

There are no minutes for consideration.

Return to Agenda

City of Madera

Council Meeting Of September 20th, 2017
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: 09/20/2017

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

August 29th, 2017 to September 11th, 2017

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

General Warrant:	14579-14791	$	549,286.71
Wire Transfer	Union Bank Payroll and Taxes	$	675,413.24
Wire Transfer	SDI	$	2,175.91
Wire Transfer	Cal Pers	$	205,826.87

Respectfully submitted,

Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
September 11th, 2017

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
14579	08/29/2017	CANON FINANCIAL SERVICES	COPIER CHARGES	3,373.99
14580	09/01/2017	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	17,846.14
14581	09/01/2017	AMERICAN BUSINESS MACHINES	STAPLE CARTRIDGE	63.87
14582	09/01/2017	CLOVIS MADERA EQUIPMENT	REFUND DEPOSIT METER #21 REMOVED	1,587.30
14583	09/01/2017	AT&T	PD PRIVATE LINE SVS 08/19 - 09/18	374.44
14584	09/01/2017	AT&T	07/17 CALNET 3 SVS 9391031564	3,693.78
14585	09/01/2017	BSK ASSOCIATES	WWTP PERMIT COMPLIANCE LAB 08/11/17	39.00
14586	09/01/2017	CALIFORNIA DEPARTMENT OF TRANSPORTATION	REFUND - REQUEST TO DE-OBLIGATE PROJ CML 5157(099)	828.85
14587	09/01/2017	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	OFFICE SUPPLIES	63.58
14588	09/01/2017	CHURCH, MARY	PER DIEM ACA ANNUAL CONFERENCE	176.00
14589	09/01/2017	CITY OF MADERA	08/17 UTILITY SVS 322 W 6TH ST	169.72
14590	09/01/2017	CITY OF MADERA	DISHWASHER REBATE APPLY TO ACCT 7058058	50.00
14591	09/01/2017	CITY OF MADERA	DISHWASHER REBATE APPLY TO ACCT 7113241	50.00
14592	09/01/2017	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO ACCT 2486002	75.00
14593	09/01/2017	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO ACCT 9916414	75.00
14594	09/01/2017	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO ACCT 9388541	75.00
14595	09/01/2017	CITY OF MADERA	TOILET REBATE APPLY TO ACCT 9893829	150.00
14596	09/01/2017	CITY OF MADERA	TOILET REBATE APPLY TO ACCT 7058058	150.00
14597	09/01/2017	COMCAST	08/22- 09/21 SVS 8155500320322006	86.13
14598	09/01/2017	COMCAST	08/17 SVS 8155500320092096	128.24
14599	09/01/2017	COMCAST	CITY INTERNET CONNECTION 08/15-09/14/17	1,372.25
14600	09/01/2017	CONCENTRA MEDICAL CENTERS	DOT TESTING	61.50
14601	09/01/2017	DIAMOND COMMUNICATIONS	ALARM SYSTEM SERVICE	30.00
14602	09/01/2017	DUO-GARD INDUSTRIES, INC.	BUS SHELTERS	21,292.48
14603	09/01/2017	PEREZ, GLORIA	BOND RELEASE FOR ENROACHMENT PERIMIT #5132	500.00
14604	09/01/2017	ESPINOZA SEWER SERVICE	PORTABLE TOILET SVS	50.00
14605	09/01/2017	EUROFINS EATON ANALYTICAL, INC.	WATER SAMPLES	2,709.00
14606	09/01/2017	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GRP 3 MEDIAN MAINTENANCE AUGUST 2017	14,720.00
14607	09/01/2017	FIRST TRANSIT INC.	FIRST TRANSIT JULY 2017	73,530.34
14608	09/01/2017	FOSS, DAN	PER DIEM SLI - SESSION 5	224.00
14609	09/01/2017	FRESNO MADERA AREA AGENCY ON AGING	UNSERVED MEALS 07/17	39.60
14610	09/01/2017	GARCIA, OSCAR O.	PER DIEM DISTRIBUTION CERTIFICATE REVIEW (GRADE 3)	160.00
14611	09/01/2017	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	252.53
14612	09/01/2017	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING - INTERMODAL	537.00
14613	09/01/2017	TRENTMAN CORPORATION	BARRICADES	2,059.72
14614	09/01/2017	KAISER FOUNDATION HEALTH PLAN	PRE-EMPLOYMENT EXAM	3,486.00
14615	09/01/2017	LEAGUE OF CALIFORNIA CITIES	LOCC DIVISION MTG 08/10/17 ROBINSON	25.00
14616	09/01/2017	LINCOLN FINANCIAL	LIFE AND LTD SEPTEMBER 2017	8,433.48
14617	09/01/2017	MADERA TRIBUNE	4776 ADVERTISEMENT FOR BIDS	375.18
14618	09/01/2017	MADERA UNIFORM & ACCESSORIES	UNIFORMS FOR POLICE DEPARTMENT	196.42
14619	09/01/2017	MUNISERVICES, LLC	SUTA SVS FOR TAX QTR ENDING MARCH 31, 2017	1,342.78
14620	09/01/2017	LAW OFFICES OF GREGORY L. MYERS	LATEEF V. CITY OF MADERA - FILE NO. 000531001	238.50
14621	09/01/2017	NSP3	Centennial Playground Rubber	16,142.40
14622	09/01/2017	NUNEZ, PAULA	PER DIEM LCW- MANAGING THE INJURED MILEAGE REIMB.	62.80
14623	09/01/2017	ONTRAC	OVERNIGHT SHIPPING	10.77
14624	09/01/2017	MENDOZA, FELIX	TOILET REBATE	75.00
14625	09/01/2017	PACIFIC GAS & ELECTRIC	07/17 SVS 9920095153-3	81,993.05
14626	09/01/2017	4TH STREET CHURCH OF GOD	PARK DEPOSIT REFUND	100.00
14627	09/01/2017	ALVAREZ, GLORIA	PARK DEPOSIT REFUND	165.00
14628	09/01/2017	BARRERAS, ARTURO	PARK DEPOSIT REFUND	100.00
14629	09/01/2017	CHAHAL, TAJINDER	PARK DEPOSIT REFUND	100.00
14630	09/01/2017	GAMBOA, RAYMOND	PARK DEPOSIT REFUND	100.00
14631	09/01/2017	GARCIA, TERESA	PARK DEPOSIT REFUND	100.00
14632	09/01/2017	GONZALES, IRIS	PARK DEPOSIT REFUND	100.00
14633	09/01/2017	GONZALEZ, ANA ROSA	FACILITY DEPOSIT REFUND	100.00
14634	09/01/2017	GUDINO, VICKY	PARK DEPOSIT REFUND	50.00
14635	09/01/2017	GUERRERO, JESUS	PARK DEPOSIT REFUND	50.00
14636	09/01/2017	HALL, DOROTHY	PARK DEPOSIT REFUND	50.00
14637	09/01/2017	HERRERA, SOILA	PARK DEPOSIT REFUND	50.00
14638	09/01/2017	ISMA MINISTRIES	FACILITY DEPOSIT REFUND	100.00
14639	09/01/2017	MADERA YOUTH & CHEER	PARK DEPOSIT REFUND	50.00
14640	09/01/2017	MARROQUIN, SANDY	PARK DEPOSIT REFUND	50.00
14641	09/01/2017	MCALISTER, WILBERT	PARK DEPOSIT REFUND	50.00
14642	09/01/2017	MILLER, JAIMIE	PARK DEPOSIT REFUND	50.00
14643	09/01/2017	MORENO, VALERIE	PARK DEPOSIT REFUND	100.00
14644	09/01/2017	MUNOZ, RUDOLPH	KIDS CAMP CANCELLATION	100.00

14645	09/01/2017	NARCOTICS ANONYMOUS	PARK DEPOSIT REFUND	50.00
14646	09/01/2017	NAVARRO, AMANDA	FACILITY DEPOSIT REFUND	100.00
14647	09/01/2017	NUNEZ, JASMINE	PARK DEPOSIT REFUND	100.00
14648	09/01/2017	ORTEGA, TONY	PARK DEPOSIT REFUND	50.00
14649	09/01/2017	PEREZ, HECTOR	PARK DEPOSIT REFUND	50.00
14650	09/01/2017	PIMENTAL-MELGOZA, JUANA	PARK DEPOSIT REFUND	50.00
14651	09/01/2017	RAMOS, JENNIFER	PARK DEPOSIT REFUND	100.00
14652	09/01/2017	RODRIGUEZ, GUADALUPE	PARK DEPOSIT REFUND	50.00
14653	09/01/2017	VILLASENOR, LILLIANA	PARK DEPOSIT REFUND	50.00
14654	09/01/2017	ZAZUETA, CONNIE	PARK DEPOSIT REFUND	50.00
14655	09/01/2017	PREFERRED ALLIANCE, INC	PRE-EMPLOYMENT EXAMS	42.00
14656	09/01/2017	PRINCIPAL LIFE INSURANCE COMPANY	SEPTEMBER 2017 DENTAL INSURANCE	18,431.82
14657	09/01/2017	PROVOST & PRITCHARD CONSULTING GROUP	PROFESSIONAL ENGINEERING DESIGN	2,064.64
14658	09/01/2017	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL CHUMLEY SEPTEMBER 2017	146.00
14659	09/01/2017	REHRIG PACIFIC COMPANY	Replacement	57,545.28
14660	09/01/2017	ROBINSON, DEREK	PER DIEM LOCC ANNUAL CONFERENCE	253.29
14661	09/01/2017	ROSEL, JOHN	PER DIEM SART SUMMIT CONF	144.00
14662	09/01/2017	SAN DIEGO POLICE EQUIPMENT	FOF 9MM Marker Rounds, Blue CS	1,821.35
14663	09/01/2017	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICE AUGUST 2017	5,165.55
14664	09/01/2017	SOLIS, OSCAR	PER DIEM DISTRIBUTION CERTIFICATE REVIEW (GRADE 3)	160.00
14665	09/01/2017	SUPERIOR VISION INC.	SEPTEMBER 2017 VISION INSURANCE	2,569.11
14666	09/01/2017	KIDWELL, THOMAS AND KRYSTLE	UTILITY BILLING DEPOSIT REFUND	236.15
14667	09/01/2017	UNION BANK OF CALIFORNIA	SVS FOR PERIOD MAY 1 TO JULY 31, 2017	875.00
14668	09/01/2017	UNION PACIFIC RAILROAD	COST INCURRED FOR PLAN REVIEW OF NEW TRAIL	1,122.20
14669	09/01/2017	UNION PACIFIC RAILROAD	Installation of a 24-inch stee	5,005.00
14670	09/01/2017	WATERTALENT, LLC	Temporary Staff for WWTP Operator	2,090.00
14671	09/08/2017	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS 09/17	40,000.00
14672	09/08/2017	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP ACCT 09/08/2017 PAYROLL	950.86
14673	09/08/2017	AMERICAN REFUSE, INC.	SERVICE - 1030 S GATEWAY DR	1,967.00
14674	09/08/2017	CLOVIS MADERA EQUIPMENT	REFUND OVERPAYMENT ON TERMED ACCT	57.40
14675	09/08/2017	JONES, CAROLYN	REFUND DEPOSIT FOR HANGAR #29	200.00
14676	09/08/2017	AT&T	08/17 CALNET 3 SVS 9391026404	961.04
14677	09/08/2017	CALIFORNIA DISTRICT ATTORNEY'S ASSOC	ASSET FORFEITURE DISTRIBUTION	12.75
14678	09/08/2017	CITY OF MADERA	FY 17/18 APN: 013-010-076 ZONE 1	47.98
14679	09/08/2017	CITY OF MADERA	FY 17/18 APN: 013-010-031 ZONE 1	72.77
14680	09/08/2017	CITY OF MADERA	FY 17/18 APN: 013-010-075 ZONE 1	186.52
14681	09/08/2017	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 09/08/2017 PAYROLL	1,080.04
14682	09/08/2017	COMMUNITY ACTION PRTNRSHP OF MADERA CO	REIMB FOR 16/17 4TH QTR REMAINING EXPENSES	33.75
14683	09/08/2017	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	401.50
14684	09/08/2017	COOK, DANIEL	PER DIEM 2017 CALBO TRAINING	132.00
14685	09/08/2017	DIAMOND COMMUNICATIONS	ALARM MONITORING	702.50
14686	09/08/2017	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPH FOR PD RECRUITMENTS	1,600.00
14687	09/08/2017	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 08/16/17-08/31/17	9,450.00
14688	09/08/2017	PLEASANTON FITNESS, LLC.	AUGUST 2017 MONTHLY DUES	52.00
14689	09/08/2017	GARCIA, JULIAN	PER DIEM G.R.E.A.T OFFICER COURSE	462.50
14690	09/08/2017	GIERSCH & ASSOCIATES, INC.	PROFESSIONAL ENGINEERING DESIGN	7,173.72
14691	09/08/2017	GLOBAL CTI GROUP	ShoreTel Migration	5,541.31
14692	09/08/2017	GRUBER TECHNICAL INC.	PD Power System Maint	3,144.00
14693	09/08/2017	LAW & ASSOCIATES	LAW ENFORCEMENT EMPLOYMENT BACKGROUND	700.00
14694	09/08/2017	LINCOLN TRAINING CENTER AND REHABILITATION	JANITORIAL SERVICE - JULY 2017	22,561.30
14695	09/08/2017	LOU'S GLOVES, INC.	GLOVES	260.00
14696	09/08/2017	LYNN PEAVEY COMPANY	SUPPLIES	110.35
14697	09/08/2017	MADERA COUNTY	ASSET FORFEITURE DISTRIBUTION ACCOUNT 206144	293.05
14698	09/08/2017	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE DISTRIBUTION ACCOUNT 601000	120.11
14699	09/08/2017	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE DISTRIBUTION ACCOUNT 673903	260.39
14700	09/08/2017	MADERA COUNTY TREASURER	JULY 2017 PARKING PENALTIES	247.50
14701	09/08/2017	MADERA POLICE DEPARTMENT	ASSET FORFEITURE DISTRIBUTION	183.16
14702	09/08/2017	MADERA POLICE DEPARTMENT	ASSET FORFEITURE DISTRIBUTION	610.55
14703	09/08/2017	MADERA TRIBUNE	ADMINISTRATIVE ANALYST ADVERTISEMENT	83.74
14704	09/08/2017	MADERA UNIFORM & ACCESSORIES	UNIFORMS FOR POLICE DEPARTMENT	109.91
14705	09/08/2017	MED-TECH RESOURCES, INC.	SUPPLIES	281.78
14706	09/08/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 09/08/17 PAYROLL	8,953.50
14707	09/08/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 09/08/2017 PAYROLL	2,501.40
14708	09/08/2017	PACIFIC GAS & ELECTRIC	08/17 SVS 3499945233-6	731.44
14709	09/08/2017	PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION	272.00
14710	09/08/2017	PHOENIX GROUP INFO SYS	CITATIONS JULY 2017	237.00
14711	09/08/2017	QUALLS, MARK	PER DIEM 2017 CALBO TRAINING	132.00
14712	09/08/2017	RNL DESIGN	PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES	1,145.00
14713	09/08/2017	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICE SEPTEMBER 2017	13,200.86
14714	09/08/2017	SHI INTERNATIONAL CORP.	HP Switches	10,882.37
14715	09/08/2017	SHI INTERNATIONAL CORP.	PD MONITORS	554.91

14716	09/08/2017	SHI INTERNATIONAL CORP.	SPARE ACCESS POINT	1,048.94
14717	09/08/2017	TESEI PETROLEUM INC.	FUEL CHARGES 08/11-08/20	11,342.71
14718	09/08/2017	TESEI PETROLEUM, INC.	FUEL	315.19
14719	09/08/2017	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS AUGUST 2017	119.00
14720	09/08/2017	TYLER TECHNOLOGIES INC.	TYLER FORMS - BUSINESS LICENSE	1,200.00
14721	09/08/2017	ACTION REAL ESTATE & CONST.	Utility Billing Deposit Refund	7.47
14722	09/08/2017	ALTISOURCE SINGLE FAMILY INC	Utility Billing Credit Refund	159.99
14723	09/08/2017	ANZALDO ALICIA	Utility Billing Credit Refund	194.85
14724	09/08/2017	BARRERA BERTONI	Utility Billing Credit Refund	233.09
14725	09/08/2017	BHANOT MEGAN AND SHARMA RENU OR CITY OF MADERA	Utility Billing Credit Refund	150.00
14726	09/08/2017	BROCK JAMIE	Utility Billing Credit Refund	279.26
14727	09/08/2017	BUISSON TIFFANY OR CITY OF MADERA	Utility Billing Credit Refund	150.95
14728	09/08/2017	CANNON BILLY	Utility Billing Credit Refund	243.58
14729	09/08/2017	CARRELLO JOSEPH M OR CITY OF MADERA	Utility Billing Credit Refund	181.84
14730	09/08/2017	CHAVIRA JESSICA	Utility Billing Credit Refund	175.17
14731	09/08/2017	CITY OF MADERA OR DAVI DENNIS MICHAEL	Utility Billing Credit Refund	150.90
14732	09/08/2017	CITY OF MADERA OR FREELAND BRIAN	Utility Billing Credit Refund	42.17
14733	09/08/2017	CITY OF MADERA OR GARNICA CELIA	Utility Billing Credit Refund	151.21
14734	09/08/2017	CITY OF MADERA OR PEREZ OLMOS MARIO	Utility Billing Credit Refund	150.98
14735	09/08/2017	CITY OF MADERA OR ROMERO EUSTACIO AND HERNANDEZ NA	Utility Billing Credit Refund	151.17
14736	09/08/2017	CITY OF MADERA OR SANCHEZ ANA R	Utility Billing Credit Refund	150.98
14737	09/08/2017	CONTRERAS MARIA	Utility Billing Credit Refund	152.07
14738	09/08/2017	CRUZ SILVANO MARIANA	Utility Billing Credit Refund	153.43
14739	09/08/2017	DE LA ROSA DENISE	Utility Billing Deposit Refund	28.26
14740	09/08/2017	DOMINGUEZ- MEJIA MARIA FELIX	Utility Billing Credit Refund	105.54
14741	09/08/2017	ECHEVARRIA GABRIELA	Utility Billing Credit Refund	29.54
14742	09/08/2017	ESPINOLA DOUGLAS J	Utility Billing Credit Refund	216.75
14743	09/08/2017	FLETES RAFAEL V	Utility Billing Credit Refund	27.14
14744	09/08/2017	GALLEGOS SCOTT	Utility Billing Deposit Refund	101.82
14745	09/08/2017	GALVEZ ARNULFO OR CITY OF MADERA	Utility Billing Credit Refund	150.93
14746	09/08/2017	GAMEZ SANTA	Utility Billing Credit Refund	87.22
14747	09/08/2017	GARCIA BERTHA A	Utility Billing Deposit Refund	70.62
14748	09/08/2017	GOMEZ MAYRA	Utility Billing Credit Refund	175.85
14749	09/08/2017	GONZALEZ IRENE AND GONZALEZ ROSIE	Utility Billing Deposit Refund	16.64
14750	09/08/2017	GOVETT PROPERTIES GINGER GOVETT	Utility Billing Credit Refund	123.16
14751	09/08/2017	GUILLEN ELIZABETH	Utility Billing Deposit Refund	105.19
14752	09/08/2017	HERNANDEZ JOSE	Utility Billing Credit Refund	70.64
14753	09/08/2017	HERNANDEZ JUAN	Utility Billing Credit Refund	208.66
14754	09/08/2017	HERNANDEZ SOFIA AND HUERTA GUADALUPE	Utility Billing Credit Refund	55.50
14755	09/08/2017	JACOBSON FRANK W	Utility Billing Deposit Refund	4.16
14756	09/08/2017	JONES EVELYN	Utility Billing Deposit Refund	59.79
14757	09/08/2017	KAHN ROBERT JR	Utility Billing Deposit Refund	68.92
14758	09/08/2017	LEYMAN TODD	Utility Billing Credit Refund	133.75
14759	09/08/2017	LOPEZ CYNTHIA M	Utility Billing Credit Refund	65.41
14760	09/08/2017	LOPEZ PAT L	Utility Billing Credit Refund	156.63
14761	09/08/2017	LOREDO MARIANELLA OR CITY OF MADERA	Utility Billing Credit Refund	150.98
14762	09/08/2017	MANGAN CINDY	Utility Billing Credit Refund	423.29
14763	09/08/2017	MARMOLEJO DON AND DENISE	Utility Billing Deposit Refund	83.09
14764	09/08/2017	MARTINEZ GLORIA AND PAZ	Utility Billing Credit Refund	189.10
14765	09/08/2017	MCGRATH HALEY BROOKE AND WILLIS RYLAN	Utility Billing Credit Refund	194.55
14766	09/08/2017	MONTALVO LEONA OR CITY OF MADERA	Utility Billing Credit Refund	301.71
14767	09/08/2017	MONTANEZ JONATHAN R	Utility Billing Credit Refund	38.89
14768	09/08/2017	MORA FEDERICO	Utility Billing Credit Refund	232.09
14769	09/08/2017	MOSS GWENTHEA KATHLEEN	Utility Billing Credit Refund	228.12
14770	09/08/2017	MUELLER DAVID	Utility Billing Deposit Refund	2.88
14771	09/08/2017	PEREZ JESSICA	Utility Billing Credit Refund	301.21
14772	09/08/2017	PETERS JOHN	Utility Billing Deposit Refund	56.09
14773	09/08/2017	PISTORESI INVESTMENTS INC	Utility Billing Deposit Refund	132.05
14774	09/08/2017	POSAS JULIA OR CITY OF MADERA	Utility Billing Credit Refund	56.49
14775	09/08/2017	RAMIREZ APOLONIO ANTONIO SANTIAGO AND HERNANDEZ LU	Utility Billing Credit Refund	139.43
14776	09/08/2017	RAMIREZ ERIKA	Utility Billing Credit Refund	131.44
14777	09/08/2017	REYNOSO MARIA	Utility Billing Credit Refund	29.76
14778	09/08/2017	RODRIGUEZ TATIANA	Utility Billing Credit Refund	50.90
14779	09/08/2017	ROJAS EDUARDO	Utility Billing Credit Refund	1,189.87
14780	09/08/2017	SANCHEZ JAIME	Utility Billing Deposit Refund	243.77
14781	09/08/2017	SCOTT WILLIAM B	Utility Billing Credit Refund	308.69
14782	09/08/2017	SHERROD CALEB	Utility Billing Credit Refund	107.06
14783	09/08/2017	SINGH JASVIR	Utility Billing Credit Refund	21.55
14784	09/08/2017	SUMMERS EVERLEAN	Utility Billing Credit Refund	71.21
14785	09/08/2017	TERAN ISRAEL R	Utility Billing Credit Refund	24.02
14786	09/08/2017	THE CITY OF MADERA OR CORTES INES	Utility Billing Credit Refund	151.34

14787	09/08/2017	VELASCO YESENIA GUTIERREZ	Utility Billing Deposit Refund	13.75
14788	09/08/2017	WOOK IL KIM	Utility Billing Credit Refund	202.36
14789	09/08/2017	YAZLYAN SEDRAK	Utility Billing Deposit Refund	46.16
14790	09/08/2017	URBAN FUTURES, INC	WATER REVENUE BONDS SERIES 2010	1,155.00
14791	09/08/2017	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 09/08/17 PAYROLL	26,518.60
			Bank # 1 - Union Bank General Account Total	549,286.71

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REPORT TO CITY COUNCIL

MEETING DATE: September 20, 2017

AGENDA ITEM NUMBER: B-3

Approved By:

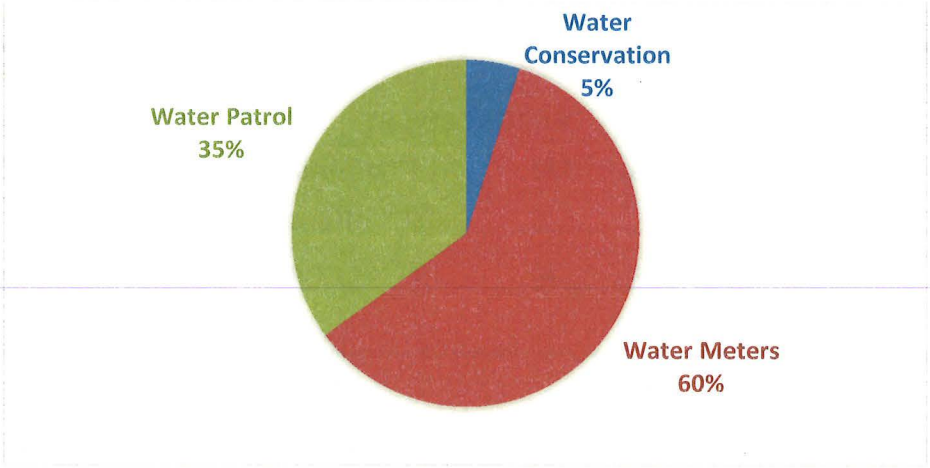
PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT: Bi-Weekly Water Conservation Report for August 28th through September 10th.

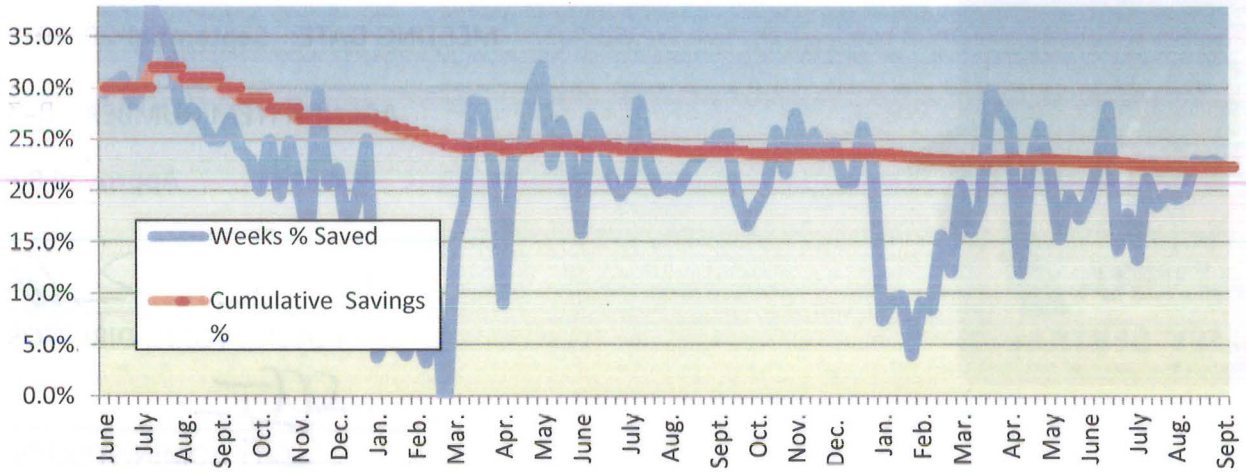
RECOMMENDATION: Staff recommends that the Council review the attached bi-weekly report of water conservation activities and progress in reducing residential water consumption.

BACKGROUND: The Water Conservation Unit is split between three different areas of focus: Water Conservation, Water Patrol and Water Meters. This varies throughout the year depending on weather and seasonal tasks. Below is the approximate distribution of efforts in the Unit during the bi-weekly reporting period.



WATER CONSERVATION: As illustrated below, the City's water conservation rate maintained at 23% from last bi-weekly report to this reporting period. The monthly conservation rate for August is down from 24% in 2016 to 21% in 2017. Below is the most current water conservation data.

Bi-Weekly	Monthly	Cumulative
Aug.-Sept. 28th-10th	August 1st – 31st	June 1st, 2015 Sept. 10th, 2017
23%	21%	22%



CONSERVATION OUTREACH: As part of our local outreach and education, the Water Conservation Unit participated with an information booth at the Madera District Fair September 7 through 10th.

Conservation Outreach
Madera District Fair Booth (Approx. 500 contacts)

WATER PATROL: The water patrol staff made a total of 138 individual public contacts. Below is the most current enforcement data.

ENFORCEMENT			
Individual Contacts	**138**	**1st offenses ($75)**	**54**
Verbal Warnings	**6**	**2nd offenses ($200)**	**6**
Correction Notices	**35**	**3rd or more offense ($500)**	**0**

WATER METERS: During this bi-weekly period the water meter staff investigated numerous meters that were not reading or that were reporting zero flow which resulted in repairs of meters at 16 locations. Staff also programed several new meters to the automatic read system.

There continued to be an increase in the number of customer concerns to be addressed, partially due to the increase in water rates. The number of customer concerns totaled 13 this two week period. These investigations resulted in discovery of leaks at 6 properties and notifications of large usage due to irrigation issues at 4 properties. There has also been several inquiries and applications for rebate opportunities this reporting period as a response to the article in the billing insert newsletter.

SYSTEM CAPACITY: Attached is a table and chart which shows the daily quantity of water pumped and performance of the City's system of water wells and its ability to provide fire flow. The system has continued to produce adequate flows to meet our peak demand and maintain reserve fire flow capacity.

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The 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.

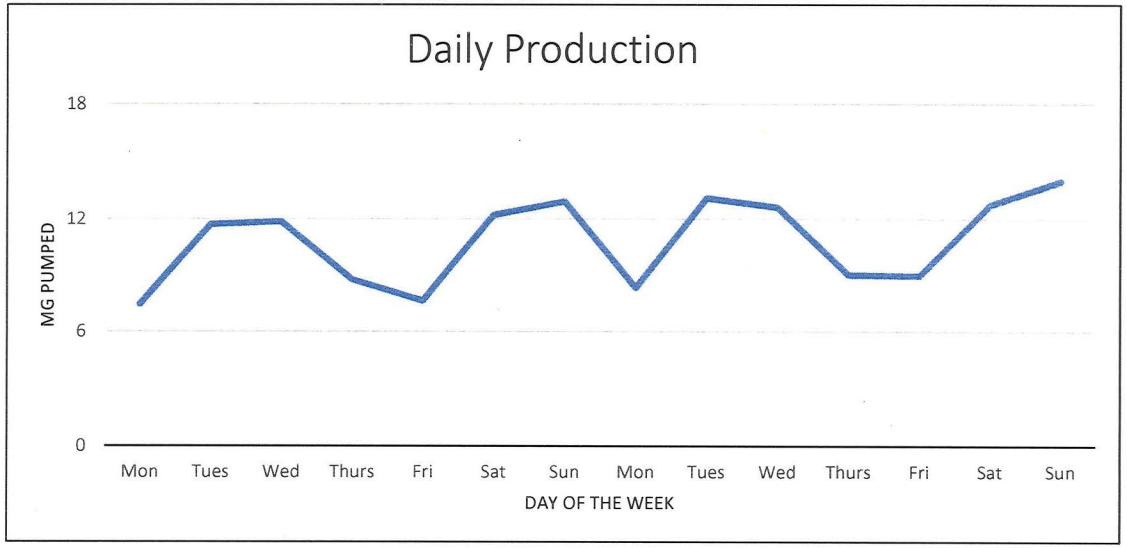
CITY OF MADERA
DEPARTMENT OF PUBLIC WORKS
WATER DIVISION

STATUS REPORT AUGUST 21th SEPTEMBER 3rd , 2017
WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY

Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserves Meets Fire flow for			
										Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
8/21/2017	Mon	91	7.454	12am-2am	46	880,000	16	11	5	YES	YES	YES	YES
8/22/2017	Tues	95	11.719	8pm-10pm	39	680,000	16	12	4	YES	YES	YES	YES
8/23/2017	Wed	97	11.868	8pm-10pm	42	780,000	16	12	4	YES	YES	YES	YES
8/24/2017	Thurs	98	8.759	8pm-10pm	44	780,000	16	10	6	YES	YES	YES	YES
8/25/2017	Fri	101	7.634	8pm-10pm	44	820,000	16	8	8	YES	YES	YES	YES
8/26/2017	Sat	104	12.231	12am-2am	45	820,000	16	10	6	YES	YES	YES	YES
8/27/2017	Sun	106	12.936	12am-2am	46	820,000	16	11	5	YES	YES	YES	YES
8/28/2017	Mon	108	8.328	12am-2am	45	650,000	16	6	9	YES	YES	YES	YES
8/29/2017	Tues	108	13.123	12am-2am	44	680,000	16	10	5	YES	YES	YES	YES
8/30/2017	Wed	103	12.631	1am-3am	46	780,000	16	9	6	YES	YES	YES	YES
8/31/2017	Thurs	103	9.009	7pm-9pm	44	780,000	16	9	6	YES	YES	YES	YES
9/1/2017	Fri	104	8.952	8pm-10pm	44	820,000	16	7	8	YES	YES	YES	YES
9/2/2017	Sat	109	12.760	12am-2am	37	880,000	15	8	7	YES	YES	YES	YES
9/3/2017	Sun	106	13.998	10pm-11pm	37	500,000	15	9	6	YES	YES	YES	YES

* Goal is to keep system above 30 psi., below 20 cause regulatory issue.
** Elevated tank has a 1,000,000 gallon maximum capacity.

19 **Total Wells**
4 **Wells Not Available**
#33 VFD Drive Failed (6am 9/2/17), Being Replaced
#16 Being Retrofitted for Submersible Pump to Gain 500 gpm
#20 Pump Pulled for Casing Rehabilitation and Bowl Adjustments
#27 Being Retrofitted for Nitrate Monitoring and Discharge Line
15 **Number of Wells Available**



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REPORT TO CITY COUNCIL

Council Meeting of September 20, 2017

Agenda Item Number B-4

Approved by:

Department Director

City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Juana Montes De Oca

RECOMMENDATION

It is recommended Council reject the claim filed by Juana Montes De Oca. The City will send a rejection notice to Ms. De Oca.

HISTORY

A claim was filed on August 9, 2017 by Ms. De Oca's Attorney, David Mamann. The claimant is alleging damages as a result of injuries sustained by falling at the Pan American Community Center while attending a private event.

SITUATION

The claimant alleges that on June 10, 2017 she slipped and fell at the Pan American Community Center on a grease/oil substance on the kitchen floor in the area between the refrigerator and the center island counter. The claimant alleges the premises were not maintained in a clean safe manner. The claimant sustained mid and low back pain, left rib cage pain and rib contusion. The claimant's damages includes a $1,409.72 hospital bill, MRI costs in the amount of $4,400.00 for two, Chiropractic care of $5,000.00 and $1,600.00 for pain management.

Suzanne Johnson, AIMS, investigated the claim. She was provided with a copy of the Permit Contract between the City of Madera Parks and Community Services and the renter, Jose Garcia for use of the Center on June 10, 2017. The permit includes the following disclaimer: "Persons or organizations whom such permits are issued shall be liable for loss, damage or injury to person or property resulting from the use of the public facilities under such permits." Ms. Johnson also reviewed an Accident Report completed by City Staff on the date of the incident. Ms. Johnson spoke with David Huff, Recreation/Community Program

Supervisor for the City. Mr. Huff stated staff arrived early in the morning to complete their facility rental inspection during which time if any hazardous items were discovered they would have been removed and/or called in for immediate repair. Upon notification of the incident in question City employee De'Ante Purcell, Program Leader I who was assigned to work the day of the incident, was informed that a woman had fainted and he contacted EMS. Mr. Purcell spoke with the renter of the event, Mr. Garcia, to find out what occurred and get the contact information of the claimant but was told by the renter he didn't feel comfortable giving out her information. Mr. Garcia made a statement to Mr. Purcell that the claimant just fainted as reflected in Mr. Purcell's City of Madera Accident Report.

Based on Ms. Johnson's investigation of the alleged accident it appeared accidental in nature. Ms. Johnson found no evidence to support negligence and/or liability on the part of the City. Also, whatever substance the claimant allegedly slipped on was more than likely not due to any action taken by the City. Ms. Johnson is therefore recommending the City consider the claim for rejection. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CITY OF MADERA

CLAIM FORM

(Please Type Or Print)

RECEIVED
City of Madera City Clerk
By: palvarez
Date: 8/9/17

CLAIM AGAINST City of Madera (Name of Entity)

Claimant's name: Juana Montes De Oca Telephone Number ([redacted])

SS#: N/A DOB: [redacted] Gender: Male [redacted]ale X

Claimant's address: [redacted]

Address where notices about claim are to be sent, if different from above: 291 S. La Cienega Blvd. #214 Beverly Hills, CA 90211

Date of incident/accident: 6-10-2017

Date injuries, damages, or losses were discovered: 6-10-2017

Location of incident/accident: Pan American Community Center 703 Sherwood Way Madera, CA 93638
Kitchen area between the fridge and counter island.

What did entity or employee do to cause this loss, damage, or injury? Premises was not maintained in a clean safe manner. Grease / oily substance was left on the floor
(Use back of this form or separate sheet if necessary to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? Injures to mid and low back, left rib cage, rib contusion
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of $10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] It is estimated at this time that her medical bills are in the excess of $12,409.72.

How was this amount calculated (please itemize)? Hospital bill $1409.72; MRI $4,400 for two, pain management $1,600, Chiropractic care $5,000. Based in the area of service.

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

Date Signed: 8/9/17 Signature: [signature]

If signed by representative:

Representative's Name DAVID MAMMAN, ESQ Address 291 S. La Cienega Blvd, Ste 214 Beverly Hills, CA 90211

Telephone # 310-659-7171

Relationship to Claimant Attorney for Claimant

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REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 20, 2017

AGENDA ITEM NUMBER B-5

APPROVED BY

GRANTS ADMINISTRATOR

COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: Consideration of Resolutions Adopting 2017/2018 Community Development Block Grant Agreements for Services as follows:

A. The Community Action Partnership of Madera County to Coordinate with the Fresno/Madera Continuum of Care
B. The Madera County Workforce Investment Corporation for the Vocational Training/Certification Program
C. The Madera Coalition for Community Justice to Coordinate the Zocalo Madera Program
D. The City of Madera Parks and Community Services Department to Provide Nutrition, Fitness, Recreation, and Education Services to Seniors
E. The Housing Authority of the City of Madera for the Pomona Ranch Housing for the Homeless Project
F. The City of Madera Engineering Department for the East Yosemite Avenue and Elm Street Traffic Signal Project
G. The City of Madera Engineering Department for the George Washington Elementary School Sidewalk Project

RECOMMENDATION:

Staff recommends Council adopt the Resolutions approving agreements with the Community Action Partnership of Madera County, the Madera County Workforce Investment Corporation, the Madera Coalition for Community Justice, the City of Madera Housing Authority and two City departments. Each agency and city department received CDBG allocations for FY 2017/2018.

DISCUSSION:

Council previously allocated Community Development Block Grant (CDBG) funding to the various agencies and City departments at its May 17, 2017 meeting. The Department of Housing & Urban Development (HUD) requires the City to enter into separate agreements prior to supporting CDBG-funded activities. The Council's approval to enter into the necessary agreements will satisfy HUD's requirements for these program activities during FY 2017/2018. Table 1 provides a description of each program and its CDBG allocation.

FINANCIAL IMPACT:

Approval of the attached agreements will not impact the General Fund because all of the activities will receive their funding from the CDBG program.

VISION MADERA 2025 CONSISTENCY:

Authorization of the attached agreements will support the Vision Madera 2025 Strategies and 2015/2019 Consolidated Plan as follows:

Strategy 113.3: Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.

Strategy 121.10: Add facilities and amenities for the public.

Strategy 126.6: Establish budgets to redevelop existing streets to install sidewalks, curb cuts, streetlights, and landscaping strips.

Strategy 132.2: Update arterials and collector streets to accommodate bicycles, pedestrians and transit vehicles.

Strategy 136: Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.

Strategy 215: Educational and Occupational Opportunities: Ensure educational and occupational opportunities are available for all Maderans.

Strategy 314.2: Continue and expand facilities for at-risk youth.

Strategy 321: Accessible, Affordable Education: Develop a focus on accessible and affordable higher education for community members.

Strategy 321.1: Create a coalition with the goal of raising Maderans' access to and use of higher education.

Strategy 332: Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts, and after-school programs.

Strategy 337: Develop programs for Maderans of all ages with an emphasis on youth and senior activities.

Strategy 407: Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.

Strategy 411: Enhance and expand recreational activities available to Maderans.

CDBG 2015/2019 CONSOLIDATED PLAN CONSISTENCY:

The use of CDBG funds requires the city to meet goals established by HUD. Some of these activities provide services to low- to moderate-income persons within areas of our community. These areas have percentages of low- to moderate-income persons equal to or greater than 51 percent. The remaining activities provide services by conducting income testing, or by servicing certain groups presumed by HUD to meet the lower income criteria. HUD has defined these groups as abused children, battered spouses, and elderly persons, persons with disabilities, homeless persons, illiterate persons, and migrant workers.

Table 1

Attachment	Program	Description	Allocation
A	Community Action Partnership of Madera County Fresno/Madera Continuum of Care	To assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless. To prepare future proposals to HUD to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey. Staff assigned to conduct outreach to homeless persons will be on-site with Code Enforcement during homeless camp abatement activities.	$16,950
B	Madera County Workforce Investment Corporation Scholarships for Adult Learning and Training	To provide unemployed persons with educational tools and resources to develop skills and thereby increase the ability to locate, obtain and retain employment successfully.	$7,945
C	Madera Coalition for Community Justice Zocalo Program	This program will establish a public art space in downtown to provide a new forum for visual, cultural art and music and other performance art. Youth will be educated on a broad range of issues in order to develop a comprehensive plan essential to implementing the project ranging from training in facilitation/presentation skills, gathering and analysis of data, participatory action, research and mapping assessment. Youth will also engage in maintenance activities such as leadership development, team, and relationship building opportunities with adult allies.	$7,945
D	City of Madera Parks and Community Services Department Senior Services	To support staffing, supplies and associated programming costs for Parks' suite of senior activities (1) Meals on Wheels, (2) recreation and enrichment at three congregate sites and (3) nutrition/meal programs at each site.	$103,503
E	The Housing Authority of the City of Madera	The program will upgrade the Pomona Ranch Housing Center's 50 units with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during the center's off-season, which is from November to March.	$157,536
F	City of Madera Engineering Department East Yosemite Avenue and Elm Street Traffic Signal	Construction and installation of a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of Yosemite Avenue and incorporation of a pedestrian crosswalk thereby improving safety, accessibility, and traffic circulation at the intersection.	$262,559
G	City of Madera Engineering Department George Washington Elementary School Sidewalk Project	To construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School.	$185,836

RESOLUTION NO. 17-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Community Action Partnership of Madera County, to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless, and to prepare future proposals to HUD to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey, and to coordinate outreach staffs' presence during Code Enforcement homeless camp abatements, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City's participation as of July 1, 2017, pursuant to the Agreement is hereby ratified.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective upon written confirmation from HUD of City of Madera 2017/18 Action Plan approval.
5. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

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RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE MADERA COUNTY WORKFORCE INVESTMENT CORPORATION

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Madera County Workforce Investment Corporation, to provide unemployed persons with educational tools and resources to develop skills and thereby increase the ability to locate, obtain and retain employment successfully, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City's participation as of July 1, 2017, pursuant to the Agreement is hereby ratified.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.
5. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

****

RESOLUTION NO. 17-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE MADERA COALITION FOR COMMUNITY JUSTICE

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Madera Coalition for Community Justice, to establish a public art space in downtown to provide a new forum for visual, cultural art and music and other performance art, and to educate youth on a broad range of issues in order to develop a comprehensive plan essential to implementing the project ranging from training in facilitation/presentation skills, gathering and analysis of data, participatory action, research and mapping assessment, and to engage youth in maintenance activities such as leadership development, team, and relationship building opportunities with adult allies, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City's participation as of July 1, 2017, pursuant to the Agreement is hereby ratified.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.
5. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

****

RESOLUTION NO. 17-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Parks and Community Services Department, to support staffing, supplies and associated programming costs for Parks' suite of senior activities (1) Meals on Wheels, (2) recreation and enrichment at three congregate sites and (3) nutrition/meal programs at each site, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City's participation as of July 1, 2017, pursuant to the Agreement is hereby ratified.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.
5. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

****

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE HOUSING AUTHORITY OF THE CITY OF MADERA

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the Housing Authority of the City of Madera to upgrade the Pomona Ranch Housing Center's 50 units with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during the off-season's colder winter months, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City's participation as of July 1, 2017, pursuant to the Agreement is hereby ratified.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.
5. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

****

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA ENGINEERING DEPARTMENT

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Engineering Department, to construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City's participation as of July 1, 2017, pursuant to the Agreement is hereby ratified.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.
5. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

****

RESOLUTION NO. 17-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE CITY OF MADERA ENGINEERING DEPARTMENT

THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The Agreement for Services Funded by the City of Madera, California, with the City of Madera Engineering Department, to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construct ADA compliant ramps on both sides of Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility, and traffic circulation at the intersection, is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City's participation as of July 1, 2017, pursuant to the Agreement is hereby ratified.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
4. This resolution is effective immediately upon adoption.
5. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

****

ATTACHMENT A

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY FRESNO/

MADERA CONTINUUM OF CARE

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2017.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the Community Action Partnership of Madera County, Inc. hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a program to assist homeless persons to obtain affordable housing and assist persons at risk of becoming homeless is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to prepare future HUD proposals to finance programs to assist homeless persons and families within Madera, and to fund a portion of a Point-in-Time survey consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15^{th}) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed $16,950 in fiscal year 2017-2018. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

Program Income

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

4. Compliance With Laws

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

Administrative Requirements/Financial Management/Accounting Standards

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

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

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

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017 and shall end its performance June 30, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

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

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

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

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

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

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

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

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

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

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

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

18. Breach of Agreement

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

19. No Third Party Beneficiaries

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

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

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

21. Entire Agreement

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

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

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

Date: _____

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

By: Mattie Mendez
Mattie Mendez, Executive Director

Date: 9/5/17

ATTEST:

By: _____
Sonia Alvarez, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Brent Richardson, City Attorney

Date: _____

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ORIGINAL

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2017/2018

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED:** March 15, 2017

Legal Name of Agency: Community Action Partnership of Madera County, Inc.

Program Name: Fresno Madera Continuum of Care Ending Homelessness

Agency Address: 1225 Gill Avenue

City/Zip: Madera, 93637 Telephone: (559) 673-9173

Program Director: Elizabeth M. Wisener FAX (559) 673-3223

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

This application seeks to help address community challenges created by homelessness in Madera. Homeless Services and Facilities was identified as a "High Priority" on The City of Madera's 2015 - 2019 Consolidated Plan. The most recent homeless-point-in-time-count was conducted in January 2017 in Fresno and Madera Counties. The results will be reviewed and approved by HUD later this year. For purposes of this application, the 2016 homeless point-in-time count results will be used to support how the need was identified. The 2016 Count enumerated 166 unsheltered homeless people and 95 sheltered homeless for a total of 261 people. Because of the support of the City of Madera with the CDBG grant, progress has been made on the Madera County's Ten Year Plan to End Homelessness that was put into place in 2011. Even though progress has occurred, more work needs to be done. Below is a summary of the progress towards ending homelessness in Madera County:

Exhibit A

HOMELESS POINT-IN-TIME COUNT HISTORY

FOR THE COUNTY OF MADERA

DESCRIPTION	2010	2011	2012	2013	2014	2015	2016
Sheltered	161	177	90	90	111	68	95
Unsheltered	365	551	551	242	221	196	166
Total	526	728	641	332	332	264	261
Percent Increase/ Decrease From Prior Year		38.40%	-11.95%	-48.21%	0.00%	-20.48%	-21.39%

The change in homelessness from 2010 to 2016 has declined by 265 or 50.4 %. The ongoing CDBG support that has been provided by the City of Madera has helped make this happen.

If this funding request is awarded, CAPMC will assist the City of Madera in achieving the SP-45 Goal regarding Homeless Prevention as listed on page 147 of the City of Madera 2015 – 2019 Consolidated Plan.

The funding request also lines up with SP-60 Homeless Strategy as outlined on page 152 of the City of Madera 2015 – 2019 Consolidate Plan. This strategy outlines actions the City will take to address homelessness and includes a statement that the City will work with and support CAPMC. The Plan also shares that the City intends to continue supporting the Fresno Madera Continuum of Care and the Madera County Homeless Coalition.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

Information about agencies currently addressing the need is included in the table on the following page. The table shows the progress that has been made in building capacity to serve the homelessness since 2010.

In addition, CAPMC is a member of the Fresno-Madera Continuum of Care (FMCoC); the Community Services Program Manager serves both on the Board of Directors and the Executive Committee. The Resident Manager of the Shunammite Place serves as the alternate board member. The FMCoC is comprised of homeless service providers who meet monthly to collaborate, develop and improve on a community-wide systematic approach to addressing the needs of the homeless population. Per the Housing and Urban Development (HUD) regulations, it is required that agencies receiving homeless funding be members of a HUD recognized Continuum of Care, and the Shunammite Place is funded predominately by HUD.

Exhibit A

Madera County Homeless Assistance Projects

#	Program	2010 Housing Capacity	2015 Housing Capacity		2017 Housing Capacity
1	Shunammite Place	15	15		15
2	MBH - Madera	9	9		9
3	DSS - Homeless Assistance Program	?	?		39
4	Madera Housing Authority Family Unification	17	17		16
5	Madera Housing Authority VASH Program (Vets)	50	50		50
6	Madera Rescue Mission	132	132		131
7	Turning Point - Oakhurst		7		7
8	Effie Kennon Ranch	0	10		0
9	DSS - Housing Support Program		??		8
10	Victory Outreach Mens Home		10		10
11	ClearView Outreach		30		8
12	CAPMC - DV Transitional		0	**	12
13	Retrain the Village				8
14	CAPMC - Los Amigos Mens Home		0		6
		223	280		319

Notes For The Above Table

- Three new programs opened in 2016: CAPMC Domestic Violence, Transitional Housing Program, Retrain the Village, and CAPMC Los Amigos Men's Housing Project.
- The DV Transitional Program is set up to house 4 families and as of March 15, 2017, there are 12 people in the program.
- Retrain the Village has been approved to serve 8 veterans.
- The Department of Social Services has two programs that assist with housing: The Housing Support Program and the Homeless Assistance Program. For the 2015/2016 year the Homeless Assistance Program served 39 families. As of June of 2015 there were 8 families in the Housing Support Program.
- The net increase from the prior year in the number of homeless people that can be served is 39 or a 13.5% increase in housing capacity. Part of the increase is because data for the number of families served by DSS in the past was not available.

Exhibit A

In addition to the above, CAPMC representatives have joined a newly formed Homeless Task Force that is led by the Linda Shaw, Executive Director of the Madera Housing Authority in conjunction with Madera City Councilman Will Oliver and Councilman Charles Rigby. The group is working with representatives from several local entities to help bring more homeless services to Madera. CAPMC representatives will communicate the outcomes of the group to the Madera Homeless Coalition and the FMCoC.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

The Fresno-Madera Continuum of Care (FMCoC) invites nonprofit service providers, government entities, business, and individuals to join in the efforts to end homelessness in the community by becoming a member of the FMCoC. FMCoC does not duplicate or provide direct services, but enhances and compliments all other homeless services within the FMCoC region through the ability to standardize services, provide the mandated Federal organization of service providers and the community members, and enables the region to apply for or receive $9,190,594 annually in HUD homeless funds. Without the FMCoC, a Madera County entity would not be eligible to apply for HUD funds which provide operational and supportive services for the Shunammite Place permanent supportive housing and Serenity Village in Oakhurst.

The FMCoC is a federally mandated homeless organization that serves as the Continuum of Care for the cities of Fresno, Madera, Clovis and all municipalities within Fresno and Madera Counties. As such, FMCoC is dedicated to increasing the awareness of the problems of people who are homeless and to the development and carrying out of local strategies to create permanent solutions to homelessness in our community. In the coming fiscal year, the FMCoC will carry out its mission by promoting and implementing these strategies to end homelessness.

This grant will pay for the personnel that will assist the FMCoC with awareness activities related to homeless issues within the City of Madera.

Some of the activities that the CAPMC staff will be responsible for are:

a. Ensure that the goals and objectives of the 10-year Plan to End Homelessness are being met and reported to the City of Madera and the Madera Homeless Coalition.

b. Coordinate the Madera Homeless Coalition meetings.

c. Organize and participate in activities to bring community awareness to the homeless populations and their issues.

d. Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless; including the Annual Homeless

Awareness Day event.

e. Seek new funding sources to serve the homeless population.

f. Plan and coordinate the HUD mandated 2018 Homeless Point-In-Time Count

The funding of the CDBG grant is vital to the on-going support for the homeless of Madera County. Because of the funding of the CDBG grant, CAPMC has remained an active participant on the FMCoC Executive Board, by attending monthly meetings, and serving on the FMCoC service committees. CAPMC has essentially become the voice of Madera on the Continuum. The CAPMC staff then share news from the Continuum with members of the Madera County Homeless Coalition. Without participation from an entity in Madera, Madera County would not be eligible to apply for HUD funding to expand housing services to the homeless in Madera. This funding is vital part of the success of Madera County's 10 Year Plan to End Homelessness.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

The results of the 2016 Homeless Point-In-Time Count indicated there are 166 unsheltered homeless living in Madera County. One hundred twenty-nine were funding living on the streets within the city limits of Madera and 37 were found living in Madera County. Of those counted, 123 or 74% were men and 43 or 26% were women. In addition, five households were identified that had at least one child. Three of these were sheltered and two were not.

State the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months)

CAPMC does not intend to provide direct services to clients with this funding source.

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes ___X___ No

If yes, <u>explain</u>:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

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

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	____	American Indian or Alaska native AND White	____
Black/African American	____	Asian AND White	____
Asian	____	Black/African American AND White	____
American Indian or Alaska Native	____	American Indian/Alaska Native AND Black/African American	____
Native Hawaiian or Other Pacific Islander	____	Other:_____	____
Mexican/Chicano	____	Cuban	____
Puerto Rican	____	Other Hispanic/Latino:_____	____

EFFECTIVENESS AND EFFICIENCY

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

What National Objective does your program meet?

Although this grant application does not directly relate to the three designated National Objectives, the scope of work of a Continuum of Care Coordinator or similar position is eligible under the CDBG program as administrative cost. Please fund this application out of the administrative cost. As a reference, please see HUD Information Bulletin CPD-01-020.

Describe what measureable objectives your program meets?

1. Support activities of Madera County Homeless Coalition by coordinating and participating in Homeless Coalition meetings. The measurable performance indicator will be tracking participating in meetings.

Goal: Advocacy for Homeless				
Specific Objective	**Source of Funds**	**Year**	**Performance Indicator**	**Expected Number**
Support activities of Madera Homeless Coalition by facilitating the Madera County Homeless Coalition meetings	CDBG and other funds as available	2017/2018	Participate in meetings	4

2. CAPMC will have active membership on the Fresno-Madera Continuum of Care. Membership on the Continuum is vital because often the only representatives present at Continuum meetings from Madera are those from CAPMC. The CAPMC staff then communicates information from the Continuum to the Madera Homeless Coalition. The measureable performance indicator will be participation in meetings.

Goal: Advocacy for Homeless				
Specific Objective	**Source of Funds**	**Year**	**Performance Indicator**	**Expected Number**
CAPMC will have active membership on the Fresno-Madera Continuum of Care.	CDBG and other funds as available	2017/2018	Participate meetings	24

3. CAPMC will work with Madera Homeless Coalition to plan and facilitate a Homeless Awareness Day for Homeless people in the city of Madera.

Goal: Advocacy for Homeless				
Specific Objective	**Source of Funds**	**Year**	**Performance Indicator**	**Expected Number**

Plan and facilitate a Homeless Awareness Day for Homeless people in the city of Madera.	CDBG and other funds as available	2017/2018	Event	1

4. CAPMC will plan and coordinate the 2017 Homeless Point-In-Time Count.

Goal: Advocacy for Homeless				
Specific Objective	**Source of Funds**	**Year**	**Performance Indicator**	**Expected Number**
Plan and facilitate a Homeless Point-In-Time Count	CDBG and other funds as available	2017/2018	Event	1

How will your program meet its goals in one year?

The program will monitor and report on performance indicators on a quarterly basis to the City of Madera. CAPMC will know that it has met its goals in one year if the performance indicators listed above reach the expected numbers.

SERVICE FUNDING

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

The CAPMC Staff who serve on the FMCoC Board are funded out of multiple sources. The CDBG funding allows us to maximize resources to provide more comprehensive services to the homeless.

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

Each year, CAPMC solicits in-kind donations from several sources to provide much needed assistance for homeless awareness day and the homeless point-in-time count. A dollar value has

not been assigned from the donations, but the events would not be successful without the additional support. This past year CAPMC received enough donations to prepare over 200 hygiene kits. There were also meals were donated for the homeless count. We do not have specific commitments for the 2017-2018 year, but Madera businesses are more than willing to support these types of community events.

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

CAPMC has the support of the Madera County Homeless Coalition members and the Fresno-Madera Continuum of Care members to continue facilitating and coordinating the homeless activities of the Coalition. Below is the contact information for agencies that expressed support of the CDBG application.

• Debbie DiNoto, LFMT Division Manager	Madera Behavioral Health
• Dennis Koch, MPA Director with	Madera County Behavioral Health
• Jay Varney, Sheriff/Coroner	Madera County Sheriff's Office
• Mike Unger, Executive Director	Madera Rescue Mission
• Halley Crumb, Executive Director	Retrain the Village
• Betty Scalise, Volunteer	Holy Family Table
• Martin Piepenbrok, Community Relations Mgr.	City of Chowchilla
• Ryan McWerther, Executive Director	The Madera County Food Bank
• Elaine Craig, Executive Director	Madera County Workforce Development
• Al Klodt, Pastor	Clearview Outreach
• Paul Yankee, Analyst	Department of Social Services
• Lourdes Herrera	Madera Coalition for Community Justice

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

CAPMC does not intend to provide direct services to clients outside of the Madera City limits with this funding source.

When there is an overflow of clients, how is it determined whom to serve?

The Centralized/Standardized intake process that is utilized by the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and replacement of homeless into appropriate and available programs. This is one of the mandated services and homeless project implementations that HUD has required implementation by all CoC's. Further, within our FMCoC and the Madera Homeless Coalition ongoing dialogue and interagency cooperation assist in ensuring that all clients' needs are met.

Exhibit A

Is income criteria used to establish eligibility for services?

CAPMC does not intend to provide direct services to clients with this funding source.

____ Yes ___X___ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

CAPMC does not intend to provide direct services to clients with this funding source.

____ Yes ___X___ No (If yes, attach a copy of fee schedule.)

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SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 11

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

15 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 1965

IRS Employer Number: 94-1612823

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

FINANCIAL:

How often are financial records audited, and by whom?

CAPMC is audited once a year by Randolph E. Scott & Company

Are the treasurer and/or other financial officers bonded? Yes

If so, for how much? $200,000

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

None

List any outstanding obligations:

None

Exhibit A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Community Action Partnership of Madera County, Inc. do hereby resolve that on April 13, 2017, the Board will review this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: March 14, 2017

AGENCY NAME: Community Action Partnership of Madera County, Inc.

ADDRESS: 1225 Gill Avenue, Madera, CA. 93637

TELEPHONE: (559) 673-9173

By: _____
Chairperson of the Board of Directors

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

By: Mattie Mendez
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE: **March 16, 2017, 5:00 p.m.**

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

Exhibit A

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2017 to June 30, 2018

NAME OF ORGANIZATION: **Community Action Partnership of Madera County, Inc.**
1225 Gill Avenue
Madera, CA 93637

PROJECT TITLE: Fresno Madera Continuum of Care

QUARTER AND YEAR OF REPORT: _____, 20__

I. LONG RANGE OBJECTIVES:

II. SHORT RANGE OBJECTIVES:

III. SPECIFIC ACTIVITIES COMPLETED:

IV. OUTCOMES ACHIEVED:

V. OTHER EFFORTS: Please describe and document efforts taken to demonstrate reach outreach and assistance provided to homeless persons. What type(s) of housing and services are being provided to men, if any? If none, describe obstacles and details with regard to providing housing and services to men. Describe collaboration with agencies helping persons discharged from public institutions, if any. If none, describe obstacles and details with regard to helping persons discharged from public institutions.

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

_____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

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

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

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT
CITY	
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY) CDBG	$16,950
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	$16,950

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	$10,377
BENEFITS	0150	$2,988
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	$267
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	$149
OFFICE RENTAL	0400	$538
EQUIPMENT RENTAL	0450	
UTILITIES	0500	$163
TRAVEL (ADMIN.)	0550	$650
FOOD SUPPLIES	0600	
CONTRACTS	0650	$657
TRANSPORTATION	0700	$1,161
FUND RAISING	0750	
TOTAL		$16,950

Exhibit B

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

Distribution: W-3-1

ATTACHMENT B

MADERA COUNTY WORKFORCE INVESTMENT CORPORATION

SCHOLARSHIPS FOR ADULT LEARNING AND TRAINING

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2017.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Madera County Workforce Investment Corporation, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined that a Public Service activity to provide unemployed persons with access to Vocational Training/Certification Programs and to provide educational tools and resources to develop skills and thereby increase the ability to successfully locate, obtain and retain employment is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to promote economic development, anti-poverty and self-sufficiency consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15^{th}) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B," and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed $7,945.00 in fiscal year 2017-2018. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

Program Income

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

4. Compliance With Laws

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

Administrative Requirements/Financial Management/Accounting Standards

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

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

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

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017, and shall end its performance June 30, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

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

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

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

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

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

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the

CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

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

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

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination,

upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

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

18. Breach of Agreement

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

19. No Third Party Beneficiaries

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

20. Indemnification

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

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

21. Entire Agreement

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

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

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

Date: _____

ATTEST:

By: _____
Sonia Alvarez, City Clerk

Date: _____

MADERA COUNTY WORKFORCE INVESTMENT CORPORATION

By: Elaine Craig
Elaine Craig, Executive Director

Date: 9-11-17

APPROVED AS TO LEGAL FORM:

By: _____
Brent Richardson, City Attorney

Date: _____

RECEIVED
MAR 13 2017

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2017/2018

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED: 3/13/2017**

Legal Name of Agency: Madera County Workforce Investment Corporation

Program Name: Bridge to Careers

Agency Address: 2037 W. Cleveland Avenue

City/Zip: Madera, 93637 Telephone: 559-662-4589

Program Director: Elaine M. Craig, Executive Director FAX: 559-673-1794

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

U.S. Census data from 2014 indicates that 27.6% of the population of the City of Madera live in households below the poverty level. In addition, the unemployment rate for the City of Madera, as published by the State of California Employment Development Department for the month of January 2017 was 8.6%, compared to the County of Madera at 10.0%, the State at 5.1% and the Nation at 4.8%. The unemployment rate for the City of Madera, however, does not reflect the statistic of "Not in Labor Force" which is 50.3% of those 16 years and over. Approximately one half of the unemployed individuals who reside in Madera County live within the City of Madera. More than half of the population is Hispanic or Latino with 69% speaking a language other than English at home. Compounding these issues of poverty and unemployment is the fact that 41.8% of those 25 and older have less than a High School diploma or equivalent, while less than 6.7% hold a Bachelor's degree and 6.9% have an Associate's Degree. The high percentage of individuals who are limited English proficient (LEP) along with the low attainment of a high school diploma/equivalent create barriers to employment that prevent these individuals from advancing in the workforce system. Many often cycle through low wage, dead end jobs and lack the education, skills, and financial support needed to move into self-sustaining wages.

To assist in addressing this need, the Madera County Workforce Investment Corporation is proposing a program offering scholarships or sponsorships for educational services including

GED/HISET and High School Diploma Credit Recovery and Adult Basic Education skills. We will also explore a contextualized Vocational English as a Second Language (VESL) component focused on customer service and/or workplace skills either within the HiSET or as a stand-alone class. The VESL courses would make the pathway from basic skills to academic or certificate programs more efficient. This class would create a bridge for ESL students to enter any field and ensure that they are prepared for the workplace. In addition, eligible participants will receive intensive career counseling and coaching for career pathway choices and options with training that allows maximum opportunity for stackable and portable certificates and credentials.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

The Madera Adult School offers courses and programs in the areas of High School Equivalency (HSE) (including GED and HiSET), English as a Second Language (ESL), Adult Basic Education (ABE), High School Diploma, and Community Education. However, with limited to no financial aid assistance, these courses and programs may not be accessible to low income or underemployed students who do not have the funds and support available to participate in these programs and pass the exams.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

As noted above, many individuals who are seeking employment are in need of a high school diploma or equivalent, post-secondary education or technical occupational skills training, licensing, or certification. However, due to state laws and regulations such as SB734, workforce areas are unable to utilize formula funds to spend on non-training related services such as the educational services mentioned above. Currently, we offer the flexibility of an open entry open exit HiSET program that is offered during both afternoons and evenings to allow individuals to enter the class and attend when their schedules permit. We have provided an instructor and clerical support to customize the delivery model for this class to ensure that these customers receive additional support and assistance. This proposed funding will continue to support GED/HiSET and High School Diploma Credit Recovery, as well as Adult Basic Education, and exploration of additional ESL or VESL components to be offered within these services or as a stand-alone. Funds will also be used for supportive services, such as mileage, books, testing fees, etc. that increase successful completion of class for eligible individuals and will complement other resources and services available through other community agencies, without duplication of those services. Up skilling participant's ability to successfully access workforce training opportunities will allow them to locate, obtain, and retain employment in positions that will move them along the path to economic self-sufficiency.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

Approximately 14,000.

State the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months)

50

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

___X___ Yes _____ No

If yes, <u>explain</u>:

Although there has not been a change in the composition of the target population or in the geographic target area, there has been a shift in the service model. Last year, funding provided assistance for educational services, vocational training and certification programs, and work-based learning opportunities such as paid internships, work experience, job shadowing, and related supportive services for low-income adult residents. This year, funding targets low-income and underemployed adult residents to provide scholarships for non-training related educational services; specific to GED/HiSET and High School Diploma Credit Recovery, Adult Basic Education skills and ESL. There is a bigger need for these fundamental skills, which are necessary to successfully gain access to Workforce services that will lead to training and career pathway choices for stackable and portable certificates and credentials.

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				21	25	4		
GENDER	Female	30						
	Male	20						
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	15	American Indian or Alaska native AND White	
Black/African American	2	Asian AND White	
Asian	1	Black/African American AND White	
American Indian or Alaska Native		American Indian/Alaska Native AND Black/African American	
Native Hawaiian or Other Pacific Islander		Other:_____	
Mexican/Chicano	32	Cuban	
Puerto Rican		Other Hispanic/Latino:_____	

EFFECTIVENESS AND EFFICIENCY

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

The program services will be evaluated using the same outcome metrics as other Workforce Innovation and Opportunity Act (WIOA) funded programs. Performance measurements will include the total number of individuals served, the number of individuals receiving a certificate/credential, and the number who enter employment, or post-secondary education/training following completion of their program.

What National Objective does your program meet?
#1 – Activities Benefiting Lower Income Persons/Households

Describe what measureable objectives your program meets?
Increasing certificate, credential, and employment outcomes for the target population.

How will your program meet its goals in one year?
Courses offered will be open entry/open exit and will be provided in the afternoons and evenings. Funding will also be utilized to purchase work-study materials and assist with exam fees and retakes, which will be completed within the 12 month operating period.

SERVICE FUNDING

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

Local Workforce Innovation and Opportunity Act (WIOA) funding (both allocated and grants), as well as CalWORKS and Department of Rehabilitation funds may be accessed/leveraged, based on the eligibility of the individuals served. Staff time and operating costs associated with providing services under this grant will be provided by funds other than CDBG.

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

No fundraising is planned or anticipated.

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

The Annual Local Strategic Plan has a public comment period and is available for review and comment. The public has an opportunity to provide feedback and input at any time during their participation with our program. In addition, monthly meetings of the Workforce Development Board and their Executive Committee include public comment opportunities.

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

Services will be provided to residents of the incorporated City of Madera.

When there is an overflow of clients, how is it determined whom to serve?

Priority of services shall be given to recipients of public assistance and other low income individuals and Veterans who reside within the City of Madera. Individuals who reside outside the City limits, but within Madera County will only be served after the priority individuals listed above. Overflow customers will be offered the opportunity to access other training opportunities should funding be available. Basic Career Services is available to all customers who access the Job Center, such as: Resource Room, Resume, Job Search, Use of Computers, Fax and Phone, Registration in CalJobs and other job boards.

Is income criteria used to establish eligibility for services?

__X__ Yes _____ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

_____ Yes __X__ No (If yes, attach a copy of fee schedule.)

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SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? __Monthly_____

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

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

_____5_____ Minimum _____8_____ Maximum

Please provide the following information:

Date of Incorporation: ___May 9, 2012_____

IRS Employer Number: __45-5243432_____

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

FINANCIAL:

How often are financial records audited, and by whom? Required by Uniform Guidance Part 200, annual Single Audit is performed by an outside auditing agency annually. Auditor: Moss Adams, LLP – copy of most recent audit will be provided upon request.

Are the treasurer and/or other financial officers bonded? __No___

If so, for how much? ____N/A_____

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

___None_____

List any outstanding obligations:

___None_____

RESOLUTION/CERTIFICATION:

We, the Board of Directors of the Madera County Workforce Investment Corporation do hereby resolve that on _____, 2017, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: _____, 2017

AGENCY NAME: Madera County Workforce Investment Corporation

ADDRESS: 2037 W. Cleveland Avenue, Madera, CA 93637

TELEPHONE: 559-662-4589

By: _____
President of the Board of Directors

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

By: _____
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE: **March 16, 2017, 5:00 p.m.**

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2017 to June 30, 2018

NAME OF ORGANIZATION: Madera County
Workforce Investment Corporation
2037 W. Cleveland Avenue
Madera, CA 93637

PROJECT TITLE: Bridge to Careers Program

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

I. CLIENT INFORMATION:

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

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

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

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

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

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH: (Items 5 and 6)

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

Exhibit A-1

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$33,550	$38,350	$43,150	$47,900	$51,750	$55,600	$59,400	$63,250
Minimum Annual Income	$12,600	$14,400	$16,200	$17,950	$19,400	$20,850	$22,300	$23,700
Total								

Age	**0 - 5**	**6 - 12**	**13 - 17**	**18 - 34**	**35 -54**	**55 - 59**	**60 - 64**	**65+**
Total								

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

Exhibit A-1

A. General Instructions

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

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

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

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT
CITY	
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
PARTICIPANT SERVICES & SUPPLIES		$7,945
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		$7,945

Exhibit B

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

Distribution: W-3-1

ATTACHMENT C

MADERA COALITION FOR COMMUNITY JUSTICE ZOCALO PROGRAM

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2017.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Madera Coalition for Community Justice, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a program to provide youth with college-readiness and preparatory assistance and activities, and to provide leadership development and create opportunities for whole families to engage in the academic success of their students and to involve students in community service is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to promote youth college-readiness and to engage parents in leadership consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B," and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed $7,945.00 in fiscal year 2017-2018. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

Program Income

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

4. Compliance With Laws

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

Administrative Requirements/Financial Management/Accounting Standards

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

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

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

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017 and shall end its performance June 30, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

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

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

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

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

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

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

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

CITY.

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

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

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

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

18. Breach of Agreement

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

19. No Third Party Beneficiaries

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

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

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

21. Entire Agreement

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

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

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

Date: _____

ATTEST:

By: _____
Sonia Alvarez, City Clerk

Date: _____

MADERA COALITION FOR COMMUNITY JUSTICE

By: LOURDES HERRERA
Lourdes Herrera, Executive Director

Date: 09/06/2017

APPROVED AS TO LEGAL FORM:

By: _____
Brent Richardson, City Attorney

Date: _____

RECEIVED

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2017/2018

AGENCY/PROGRAM INFORMATION DATE SUBMITTED: March 16, 2017

Legal Name of Agency: Madera Coalition for Community Justice

Program Name: Zocalo de Madera
Agency Address: 126 N. B Street

City/Zip: Madera, CA 93638 Telephone: (559) 661-1879

Program Director: Lourdes Herrera FAX: (559) 674-5674

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: *(Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)*

Please see attachment.

EXISTING SERVICES: *List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)*

There are some programs offering art exposure in Madera. None are focused on creating a public space dedicated to art and culture. This proposal is centralized around community unity and encouraging youth to become involved within their community through art, culture, and

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

There are some art activities and programs within Madera Unified School District. This project is design to enhance and supplement the current programs and activities in place. It is designed to take place in downtown Madera to create a higher sense of community through art expression.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services. 2,000

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

We will be serving a minimum of 300 people through this project in the proposed 12 month period.

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes _____ No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	10	25	100	100	25	25	10	5
GENDER	Female	150						
	Male	150						
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	6%	American Indian or Alaska native AND White	____
Black/African American	9%	Asian AND White	____
Asian	____	Black/African American AND White	____
American Indian or Alaska Native	____	American Indian/Alaska Native AND Black/African American	____
Native Hawaiian or Other Pacific Islander	____	Other:____	
Mexican/Chicano	85%	Cuban ____	
Puerto Rican	____	Other Hispanic/Latino:____	

EFFECTIVENESS AND EFFICIENCY

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

Please see attachment.

What National Objective does your program meet?

The project addresses both youth development and economic development.

Describe what measurable objectives your program meets?

Please see attachment.

How will your program meet its goals in one year?

Please see attachment.

SERVICE FUNDING

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

No other funding is available at this time.

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

None.

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

All was conducted orally during meetings and group discussions. This project has been an on going conversation with Madera Unified School District and Madera Arts Council. At the annual strategic planning meeting, both board members and community attendees, and youth discussed the application and the former subsequently approved its submission.

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

N/A

When there is an overflow of clients, how is it determined whom to serve?

Everyone in attendance will be able to attend and participate in the activities scheduled. This is open to the community.

Is income criteria used to establish eligibility for services?

__X__ Yes _____ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

_____ Yes __X__ No (If yes, attach a copy of fee schedule.)

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SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 10

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

8 Minimum 20 Maximum

Please provide the following information:

Date of Incorporation: September 7, 1994

IRS Employer Number: 77-0391942

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

FINANCIAL:

How often are financial records audited, and by whom? 12 months

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

If so, for how much? N/A

List any judgments or pending lawsuits against the agency or program: N/A

List any outstanding obligations: N/A

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera Coalition of Community Justice do hereby resolve that on February 27, 2017 the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: March 16, 2017

AGENCY NAME: Madera Coalition for Community Justice
ADDRESS: 126 N. B Street Madera, CA 93638

TELEPHONE: (559) 661-1879

By: _____
President of the Board of Directors

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

By: LOURDES HERRERA
Executive Director

RETURN AN ORIGINAL AND	City of Madera
TWO COPIES TO:	205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**March 16, 2017, 5:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com

Madera Coalition for Community Justice
126 N. B Street Madera, CA 93638
(559) 661-1879 www.maderaccj.org

"If you want peace, work for justice."

March 16, 2017

Zocalo de Madera

MCCJ projects go beyond doing the critical work in the community to bring about economic equity, social and environmental justice -- it seeks to actively engage its constituents to become a catalyst and to actively engage them in fashioning the solution. The proposed project offers a multi-faceted framework that uses the community as the forum for catalyzing new thinking, social interaction, co-operative and collaborative activities, real-life learning, and problem-solving. In that connection, it provides a context for addressing barriers in the local socio-political, environmental and educational system that circumscribe their quality of life, developmental needs and social activism.

Youth is an underutilized and overlooked resource. Too often, the adult world seeks to do things for them or to do things to them when they misstep. MCCJ's vision is to combine education and activism as the cornerstone of a sustainable community, in which youth live their lives consciously choosing actions that ensure a healthy quality of life. Its mission is to harness the collective vision, energy, and talent of youth and to parlay those expressions in ways that are collaborative and constructive to better the community by providing them with leadership development, educational tools and access to a network of resources.

The Madera downtown has been in steady decline since the 80s. The older generation often harkens back to the "good old days" and stay away from the downtown referring to it derogatorily as "Little Tijuana." Despite the best efforts of the city's redevelopment agency, most of the downtown remains blighted. While most Maderans stay away due to the fear of crime, it is still frequented by new immigrants and farmworkers. Public art has the transformative power to build pride in the neighborhoods while expressing the world-view of community members, where they come from, what they do and how they connect to each other. More specifically, street art has the effect of bridging community values between the young and old. Moreover, it facilitates youth engagement especially in terms of supporting them in becoming more positively involved with public space and art. In Madera, many teens are isolated – there is little in terms of program activities. A public art space would provide for a youth voice that integrates them into public life while providing a positive, supportive and active engagement in the community. It keeps them grounded and gives them a sense of place. (Zocalo Madera can provide a new forum for all sorts of visual and cultural art and music and other performance art where students can freely and openly learn and participate in.) At the same time, it invigorates the larger community and provides a healthy injection of creative energy that is sorely needed. From the City's perspective, the project begins to build a healthy community that revitalizes the economy of the downtown making it accessible, attractive and exciting, promotes healthy living, lowers crime and increases civic participation and political engagement.

Zocalo Madera is creative place making at its best connecting the community through art in a way that highlights neighborhood culture and bringing youth together to learn about each other and explore the larger world around them. Street art amplifies the power of young people to transform the

place they live in and allows youth to exercise transformative agency by reclaiming public space as a forum to take action for positive change. The proposed project brings arts and culture to improve the place where they live. It places youth, front and center, as "stewards" of the place and space where they live and learn. By extension, it provides links to multiple sectors of the community. The project activities will be designed by youth, planned by youth, and implemented by youth, with the support, guidance, mentoring and training provided by MCCJ staff, California Rural Legal Assistance, as well as other professionals and experts.

The project seeks to establish a public art space in downtown Madera that will be spearhead by a cadre of youth guided by Madera Coalition for Community Justice. Zocalo Madera will be a sanctioned space in downtown Madera that will feature a displays of graffiti art on wood panels that invites local youth street artists to contribute their artwork, show and tell, and provide a platform for other youth to learn and compete. Ideally, this "public square" will be a part of the City's revitalization of its downtown and connect with a fledgling "Art Hop" across the street that offers art classes and activities. While a major thrust of the project is to provide a hub, a gathering place, for youth from the Eastside of town, the overarching purpose is to provide a creative space to engage different groups and to be recognized by a wider public audience as a place that hosts educational and cultural events and a welcoming place that promotes public discourse and the exchange of ideas. In that connection, future directions call for networking with the Madera County Arts Council along with Madera Unified School District.

Project Implementation

The program will be composed of two core components. The first component (months 1-3) will be the planning process and plan preparation, and the second component (months 4-12) will be the plan implementation. Fifteen to twenty-four youth will be recruited from the local high schools for this year-long project. (It is anticipated that each event will involve and additional 50 youth from the Eastside Madera.) They will meet biweekly or as frequently as possible. The youth group will be guided by MCCJ staff coordinator to navigate the technical, political, legal and administrative considerations attending to this project. The project will begin with the hiring of a coordinator and student recruitment in the first month. These youth will be educated on a broad range of issues in order to develop a comprehensive plan that is essential to implement the project ranging from training in facilitation/presentation skills, gathering and analysis of data, participatory action research and mapping assessment. They will also engage in maintenance activities: leadership development, team-building and relationship-building opportunities with adult allies. An advisory committee may be established consisting of local stakeholders. In the second part of the program, the youth will begin by mapping community assets and resources, convene forums where they learn and listen to the community regarding goals, perception, problems and possibilities of public art, write letters to editors and collaborate on news story published in local and school newspapers, prepare a report of findings and recommendations, bring key stakeholders together to develop a shared vision, visit six street art sites around the state, conduct research, network with other street art communities, and consult with local and regional street art experts (including Erik Gonzalez) for technical assistance on best practices of successful public art spaces. Throughout the project life, there will be opportunities for the youth to reflect and regroup. There will be time scheduled to allow them to reflect on what they've learned and impact of their experience. Program activities will be planned and coordinated in a manner that provides a continuous loop of feedback that allows staff to monitor results, effectiveness and impact.

The youth will develop an action plan with goals linked to specific actions. Each goal will be broken into specific steps assigned to specific individuals. They will establish the time frame for the planning process and an implementation schedule that links budget and task responsibilities. Further, they will conduct face-to-face workshops with stakeholders to review research material and analyze data, flesh out problems, issues and concerns, consider budget and resource availability, develop vision for a plan, develop plan goals and objectives, generate and evaluate plan options and implement the best plan. During the course of these activities, they will collectively determine common thread issues including: site selection, exhibition display format (permanent or portable, wall murals, large scale pieces, gallery-style, commissioned artwork, etc.), motifs, themes and/or cultural symbols, images and/or styled writing, governance, rules of operation, and criteria for artist selection. They will also participate in developing effective communications, outreach and education tools. The youth will be involved in the day-to-day responsibility of implementing and running the project.

Project Evaluation

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria include completion of tasks, attainment of recruitment goals and compliance with budget outlay. There are important indicators that will measure successes or failures: retention rate of over 80% of participants; increased knowledge, confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 50% of members participate in college outreach; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume leadership roles in assigned activities; increased knowledge of current events and local issues in the City, increased understanding, skills, and knowledge of schools, local government, public hearing process, and budgets; enhanced confidence and skills in public speaking; understanding of leadership development; deeper appreciation of cooperation and collaboration; and attendance of at least one public hearing. Separately, there will be periodic evaluations by participants and partners on the program and/or activities. These important "lessons learned" will be shared with participants, community partners, the organization and board. Process will be evaluated through quarterly activity and budget reports. Review and updates will be provided by MCCJ director to the board monthly.

Madera Coalition For Community Justice

Madera, CA 93638
*PH: (559) 661-1879
maderaccj@yahoo.com

P.O. Box 817
126 N. B Street

*FAX (559) 674-5674
maderacoalition.org

Board of Directors
2017

President-Raquel Rodarte | **Vice President-Laura Hadjis**
Treasure- Franklin Nickell | **Secretary- Sue Kern**

NAME	ADDRESS	PHONE	YEAR ON BOARD /SINCE	OCCUPATION
Becerra, Jose	712 Green Way Madera, CA 93638	(559) 871-8250 C	3 years Has served since 2014	**Student**
Guadalupe Rangel	1763 Coolidge St. Madera, CA 93638	(559) 645-2715 C	1 year Has served since 2016	**Stay Home** Mom
Kern, Sue	P.O. Box 580 North Fork, CA 93643	(559) 877-5800 H (559) 457-2132 W (559) 349-3777 C	25 Years Has served since 1992	**Lawyer**
Pablo Fernandez	775 Saint Mary Ave Madera, CA 93637	(323) 715-0945	3 years Has served since 2014	**Youth Coordinator**
Nickell, Franklin	300 S N Street Madera, CA 93637	(559) 416-0964	3 years Has served since 2014	
Lilia Alaniz	27137 Parkwood Ave Madera, CA 93637	(559) 363-3730	4 years Has served since2013	**Instructional Assistant**
Rodarte, Raquel	10784 Juanita Dr. Madera, CA 93636	(559) 674-4631W (559) 673-2661H (559) 908-8447 C	20 Years Has served since 1997	**Elementary School Teacher**
Hadjis, Laura	P.O. Box 1283 Madera, Ca. 93639	(559) 673-2037 H	11 Years Has served since 2006	**Retired Migrant Counselor**
Cesar Hernandez	1763 Coolidge St. Madera, CA 93638	(559) 536-2503 C	1 year Has served since 2016	**Student**
Netty Ames		(559) 673-7909	2 years Has served since 2015	**Retired**

Honorary-*Gloria Medina* P.O. Box 1115, Madera, CA 93638 (559) 871-5355
Legal Counsel-*Baldwin Moy* Calif. Rural Legal Assistance 117 South Lake St., Madera, CA 93638 (559) 674-5670
Special Guest- Ramiro & Liz Gutierrez (559) 661-0190

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: MAY 30 1995

MADERA COALITION FOR COMMUNITY
JUSTICE
P.O. BOX 817
MADERA, CA 93639

Employer Identification Number:
77-0391942
Case Number:
955065145
Contact Person:
JOSEPH FAN
Contact Telephone Number:
(818) 441-6841
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
August 31, 1994
Advance Ruling Period Ends:
June 30, 1999
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of $10 a day when a return is filed late, unless there is reasonable

cause for the delay. However, the maximum penalty we charge cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

MADERA COALITION FOR COMMUNITY

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Richard R. Orosco
District Director

Enclosure(s):
Form 872-C

Letter 1045 (DO/CG)

The Madera Coalition for Community Justice prohibits discrimination against and harassment of any employee or any applicant for employment because of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected under applicable federal or state law. All personnel who are responsible for hiring and promoting employees and for the development and implementation of university programs or activities are charged to support this effort and to respond promptly and appropriately to any concerns that are brought to their attention.

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2017 to June 30, 2018

NAME OF ORGANIZATION: Madera Coalition for Community Justice
126 N. B Street
Madera, CA 93638

PROJECT TITLE: Zocalo de Madera

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

I. CLIENT INFORMATION:

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

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

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

4. Number of people refused services this month: _____

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

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH: (Items 5 through 10)

5. Female Head of Household: _____

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

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$33,550	$38,350	$43,150	$47,900	$51,750	$55,600	$59,400	$63,250
Minimum Annual Income	$12,600	$14,400	$16,200	$17,950	$19,400	$20,850	$22,300	$23,700
Total								

7. **What outreach was done to reach and serve a broader representation of youth?**

8. **Provide details and documentation to demonstrate program participants are advancing their education or career development. This is in addition to the number and names of youth attending field trips to colleges.**

9. **Objectively demonstrate improvement to the program participant's skills because of participating in the program. Provide details and documentation to support a measurable outcome.**

10. **Provide data and/or explain how you can demonstrate that participation in the program is reducing dropout rates and unexcused absences in school.**

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

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

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

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT
CITY	
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY) **CDBG**	7,945
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	6,250
BENEFITS	0150	650
SERVICES & SUPPLIES		400
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	200
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	445
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		7,945

Exhibit B

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

Distribution: W-3-1

ATTACHMENT D

CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

SENIOR SERVICES

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2017.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Parks and Community Services Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a Public Service activity to provide seniors with a nutritious, balanced meal year round, excluding holidays; fitness and wellness, recreation and educational activities and programs to enhance interaction and provide opportunities to socialize and explore educational and cultural activities; and services designed for seniors impacted by their health is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to promote public health and safety and to promote livability and foster a sense of community consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15^{th}) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B," and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed $103,503 in fiscal year 2017-2018. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

Program Income

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

4. Compliance With Laws

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

Administrative Requirements/Financial Management/Accounting Standards

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

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

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

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017, and shall end its performance June 30, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

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

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

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

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

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

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the

CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

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

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

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff,

termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

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

18. Breach of Agreement

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

19. No Third Party Beneficiaries

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

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

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

21. Entire Agreement

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

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

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

Date: _____

ATTEST:

By: _____
Sonia Alvarez, City Clerk

Date: _____

CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

By: _____
Mary Anne Seay, Parks and Community Services Director

Date: 9-6-17

APPROVED AS TO LEGAL FORM:

By: _____
Brent Richardson, City Attorney

Date: _____

RECEIVED

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2017/2018

AGENCY/PROGRAM INFORMATION DATE SUBMITTED: March 16, 2017

Legal Name of Agency: City of Madera - Parks & Community Services Department

Program Name: Senior Services

Agency Address: 701 East 5th Street

City/Zip: Madera / 93638 Telephone: (559) 661-5495

Program Director: Mary Anne Seay FAX: (559) 675-3827

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

The City of Madera's Parks and Community Services (PCS) Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 60 years of age and older. In recent years, staff has charted increased attendance in each of our program areas as a result of aggressive CDBG goals, an improved marketing strategy and an increasing senior population. While the interest and demand for senior services continue to grow in Madera, revenues have continued to decline in each of the last several years. Without additional sources of funding, the City of Madera would have no recourse but to reduce existing service-levels to Madera's seniors.

PCS employees manage senior services and programs at three congregate sites in addition to providing home-bound meal deliveries (Meals on Wheels) throughout the City. Staff is seeking Community Development Block Grant (CDBG) resources in the amount of $100,000 to support staffing, supplies and associated programming costs for our suite of senior activities which include: 1. the Meals on Wheels program; 2. Recreation and enrichment at our three congregate sites; and 3. nutrition/meal programs at each of the three congregate senior service locations. The congregate locations are located throughout Madera's disadvantaged neighborhoods at: the Frank Bergon Senior Center, the Pan-Am Community Center, and the Adult Day Care (ADC) Facility.

As introduced more generally above, requested CDBG funding would enable the City to continue to host and enhance the following programs and services for seniors:

a) **Meal Program** - The City of Madera provides a nutritious and balanced meal five days per week throughout the year, excluding holidays. The Meals on Wheels portion of the program delivers a minimum of five nutritious meals per week to qualified home-bound seniors. When resources are available from the funding source (Fresno Madera Agency on Aging (FMAAA)), additional meals (breakfast, snacks and/or shelf stable meal packages) are also provided.

b) **Wellness and Nutrition Programs** - Fitness and wellness programming takes place at all three locations. Programs offered throughout the week include: Tai-Chi, Zumba, aerobics, walking, chair exercise, water aerobics, yoga, dance instruction, and others.

c) **Recreation and Educational Activities** - The City augments its daily service for seniors with a variety of recreation and educational programming that includes safety discussions led by local law enforcement, technology related programs, genealogy classes, arts & crafts programs, ceramics classes, educational speakers, games, inter-generational programming, cooking classes, social dances, a wide variety of local and regional excursions, and other programs.

d) **Adult Day Care** - Meal and recreation programs for seniors with special needs are offered at the City of Madera's Adult Day Care (ADC) Center; programming at this facility is designed exclusively for seniors who have dementia (including Alzheimer's), Parkinson's disease or other related health issues. The program provides needed respite for family members and caregivers.

The three senior sites offer programming and services that are located throughout the City benefitting many of Madera's seniors and their families. The Meals on Wheels Program is also offered throughout the City limits. Without the City's senior programs, many program participants would live in isolation without the guarantee of consuming at least one nutritious meal each day. In addition, the recreation and fitness components provide an opportunity for social interaction, engagement, improved vitality and overall increased wellness. Our participants frequently describe our senior programming as their home away from home. In many cases, our services are the only nutritional, social and continued education services received by our participants. The attached letters illustrate some of these points.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

No other Madera-based agency offers the home delivered and congregate meal services and the variety and accessibility of programs within the City limits that are offered by the City's Parks and Community Services Department.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

Not applicable

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

The senior population of The City of Madera is estimated to be 6,129 which is 8.8% of the total population of the City according to the most recent census data.

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

None of the 6,129 seniors are exempt from our programs and services, but our program is limited by room-size as well as staffing and other capacity issues. We estimate that we could serve up to 770 unduplicated seniors annually in the various programs and special events provided for area seniors.

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes ___X___ No

If yes, explain: N/A

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
							220	550
GENDER	Female	539						
	Male	231						
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	287	American Indian or Alaska native AND White	296
Black/African American	42	Asian AND White	293
Asian	6	Black/African American AND White	329
American Indian or Alaska Native	9	American Indian/Alaska Native AND Black/African American	51
Native Hawaiian or Other Pacific Islander	3	Other: Two or more races	33
Mexican/Chicano	320	Cuban	0
Puerto Rican	0	Other Hispanic/Latino:_____	320

EFFECTIVENESS AND EFFICIENCY

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

Goal #1: The City will implement new local and regional recreational and educational programs for seniors. Participants will self-report a greater understanding of their community and a healthier life style.

Objective #1: The City will provide regional excursions that expose seniors to art galleries, special cultural events, garden exhibits, farmer's markets, and marketplace experiences that promote lifelong learning of the arts and exposure to various cultures.

Objective #2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.

Goal #2: The city will implement new wellness and recreation programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.

Objective #1: The City will provide wellness presentations and programs for seniors to socialize and meet new friends thus providing a wellness experience that promotes healthier self-esteem.

Objective #2: The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.

The City of Madera's Senior Service Programs have a system of checks and balances to ensure efficiencies, goal achievement and quality service. In addition to regular site visits, staff observation, employee evaluations, and program audits, we distribute and collect regular customer satisfaction surveys. The data collected from these surveys is compiled, analyzed and used as a means to grow and improve service. (See attached employee evaluation, visitation check-list, and customer satisfaction service survey.)

What National Objective does your program meet?

The City of Madera Senior Service Program meets the national objective of benefiting low and moderate income persons. Most program participants in the City of Madera meet the low income criteria. In the rare circumstance where this is not the case, all program participants are seniors and therefore meet the qualifications as defined by CDBG.

Describe what measureable objectives your program meets?

Objective #1: The program areas listed above will each achieve at least a 10% increase in unduplicated clients over the grant period.

Objective #2: The program areas listed above will each achieve at least a 10% increase in duplicated services provided over the grant period.

Objective #3: The average score on self-reporting surveys for life satisfaction will rise 10% over the grant period.

Objective #4: The average score on self-reporting surveys for wellness will rise 10% over the grant period.

How will your program meet its goals in one year?

The City of Madera Senior Services Program will meet its goals by monitoring monthly meal consumption and quarterly reports that demonstrate goals and objectives are being met to ensure low and moderate income persons are receiving meals, social interaction and recreation programming detailed in this grant application.

How does your proposal support the Vision Plan Madera 2025 Action Plan?

The City of Madera's Senior Services Program supports the Vision 2025 Action Plan in the specific target areas of strategies #337 and #342 by providing intergenerational activities and vocational opportunities for seniors. Strategy #337 is to develop programs for Maderans of all ages with an

emphasis on youth and senior activities. Strategy #342 is to ensure there are paid and volunteer opportunities for Madera's seniors.

SERVICE FUNDING

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

a) The Fresno Madera Area Agency on Aging (FMAAA) offers grant funding to help offset costs of senior services programs.
b) Some seniors make anonymous voluntary donations to the program. The suggested donation is $1.75/ meal. Seniors are NOT denied a meal and City staff does not track who donates resources and who does not.
c) The City of Madera's General Fund.
d) Other fund raising efforts occur periodically throughout the year; modest support of senior programs is achieved through fund-raising.

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

As mentioned earlier, this request is to cover increasing costs of doing business for an increased number of participants in the City of Madera. The overall budget for the three senior sites and homebound meal program is estimated to be about $433,094 for the upcoming 2017-18 Fiscal Year. FMAAA grants are anticipated to offset this figure by $71,563. Funding support from the FMAAA is likely to remain relatively consistent in the upcoming fiscal year, but specific funding amounts are not communicated to staff until well after the CDBG selection process and the City of Madera's Budget building process have been completed.

Voluntary donations for the current fiscal year are projected to be shy of $19,000. These voluntary contributions have declined significantly over the last several years and have not recovered in step with the economic recovery. City staff project $19,000 in donations for the upcoming fiscal year. The City's General Fund available to the Parks and Community Services Department has also decreased in step with the economic down-turn and final budget numbers are not yet available for next Fiscal Year. This reduction has impacted the service delivery plan for senior programs, while CDBG and FMAAA grant awards make continued programming possible.

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

The City of Madera surveys senior program participants annually and receives feedback from the Park and Recreation Advisory Board and the City of Madera Vision 2025 subcommittee.

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These groups meet regularly to discuss various topics and to give valuable input on programs and services, including those for seniors. Survey results and community feedback data are analyzed and program planning is implemented to meet the needs of participants as a direct result of feedback data.

The City of Madera has also hosted community meetings to seek feedback from seniors on the allocation of resources. Staff continues the practice of including participant feedback in program development. This occurs through formal evaluations and surveys as well as more casual conversation between staff and program participants. Valuable input from seniors continues to influence the provision of services. Seniors identified various areas of interest; the top three areas of requested change in the last survey are:

1. Increasing hours of operation at senior centers.
2. Increasing senior programming during added hours of operation.
3. Increasing healthy food choices in the meal program.

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

The City of Madera does not offer service outside of the Madera City limits.

When there is an overflow of clients, how is it determined whom to serve?

The City of Madera has not had an issue with an overflow of clients for the congregate meal program. The Home delivered meal program has a waiting list system in effect to serve the overflow of clients, additional resources helps to reduce the waiting list. We have increased the number of recreation and fitness programs to accommodate the increased interest, including additional and more regular field trips. Trips are offered on a first come/first served basis and they have filled up from time to time. When possible, a second bus is ordered.

Is income criteria used to establish eligibility for services?

____ Yes __X__ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

____ Yes __X__ No (If yes, attach a copy of fee schedule.)

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet?

The Madera City Council meets twice per month; once on the first Wednesday and once on the third Wednesday of each month. In the event a regularly scheduled meeting lands on a holiday, the Council meets the following business day.

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

The average number of members at meetings last calendar year was six (6). It should be noted that in November of 2012, the City of Madera moved from five (5) at large elected Council Members with a rotating annual Mayor to having six (6) Council Members elected by district and one (1) four year Mayor.

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

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-6000365

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

Andrew J. Medellin, Mayor, Mayor term expires December 2020

Cece Foley Gallegos, Mayor Pro-Tem term ending December 2017, Council Member term expires December 2018; District 1

Jose Rodriguez, Council Member term expires December 2020; District 2

William Oliver, Council term expires December 2018; District 3

Derek O. Robinson Sr., Council Member term expires December 2020; District 4

Charles F. Rigby, Council Member term expires December 2018; District 5

Donald E. Holley, Council Member term expires December 2020; District 6

All of the Council Members and the Mayor may be reached at the following:

Madera City Hall
205 W. 4th Street
Madera, CA 93637

(559) 661-5409

FINANCIAL:

How often are financial records audited, and by whom?

Senior Service budgets are tracked regularly by staff. Internal Parks & Community Service Department practice is to review budgets on a quarterly basis. The Senior Program is subject to being audited twice annually. Separate audits occur by the Fresno Madera Area Agency on Aging and by Price Paige and Company; they can be reached at: telephone - 559.299.9540, fax 559.299.2344 or website www.ppcpas.com.

Are the treasurer and/or other financial officers bonded? Yes

If so, for how much? $1,000,000

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

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of N/A do hereby resolve that on , 2015, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: _____, 2017

AGENCY NAME: City of Madera – Parks & Community Services Department

ADDRESS: 701 East 5th Street, Madera, California 93738

TELEPHONE: 559-661-5495

By: _____
Mayor, City of Madera

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

By: _____
Director, Parks and Community Services Department

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**March 16, 2017, 5:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com

Roberta Fox
PO Box 101
Madera, CA 2017

March 14, 2017

To whom if may concern;

I'm writing you to inform you how much the Pan Am Senior Program is a very important part of our lives as seniors living I this community.

It's not only a place to socialize but much more. For us older citizen's socialization is crucial for depression, loneliness, mental cognitive function. It is a safe place to congregate with others for nutrition, arts and crafts, karaoke, dancing, exercise, and other positive activities that would not exist for us if not for this program.

I personally looking forward to a long term of these services. It has become a part of my life that I'm not prepared to loose. I also very impressed with the work of Susan Gonzales, whom is a fine personal, but as a friend to all of seniors here.

Thank you again for this opportunity to express my appreciation of this community service program.

Sincerely,

Roberta Fox

Roberta Fox
Foxrj7@yahoo.com

To whom it may concern

The benefits of this program is that this program proves a safe and creative place for seniors to come to Through Music, Arts & crafts and Social skills.

Deborah Mayer

I Abby Evans, Gets great gusto to come to Pan Am, Etc. because it takes the stress away from our everyday life. By mingaling with fellow seniors - & as for me I like to share my small expertize in Karate. To make everyone happy.

Also we ~~sings~~ singers like to thank the staff for their tolerance.

March 14, 17

I have been coming to Shark Region Center for the past three years and has had a great impact of my life.

I have enjoyed meeting and greeting people here. I have been also eating the lunches here. The staff have been of great help for information that I was given. Such as bus information, health and things to do in Marion.

I also like playing pool here with the gentlemen that play pool. I've made a few friends male and female alike. I greatly appreciate what the center has done for me

Sincerely
Autumn D. Owen

3-14-17

Kathy Garcia

To Whom it May Concern;

I go to the Frank Bergon Senior Center because it gets me out of my apartement and I've made some new friends and run into some old friends. I love the pot luck get-togetters, cause I love to cook and bake. I also love the dancing and the computer room.

Kathy Garcia

3/14/2017

I, Krystle Kidwell, am writing this short letter from the bottom of my heart to thank everyone involved in funding & staffing this program at Madera Adult Day Care Center.

Both my husband and I have observed tremendous improvements of my Mom's mood & behavior since she was first accepted to the Center this April.

All the exercises, activities and the loving care from the staff has played an important role in her well-being. The knowledge from the Coordinator has provided the family members significant support to cope with the stress from this unfortunate illness.

I can't find adequate words to express my appreciation of this wonderful program, but keep all involved in our thoughts & prayers!

3-14-2017

This program has help
Emily a lot She doesn't
have to stay in her
appt. by her self and She
seems a lot happier

Thank you
Jose Fuentes my Mother in law

3/14/11

I Grace Castilla daughter of Maria Castilla am truly appreciative of Madera Adult Day Care. My mom has benefited greatly from the program. I feel that it gives her the stimulation that she needs to stay healthy. Thank you so much for the Adult Day Care, the staff are great!

Grace Castilla

3-14-2017

Daycare is really helpful in Rocio's care

Thanks
Ariel Williams

How would you rate the quality of meals?
Excellent Good Fair Poor No Opinion

How would you rate the cleanliness of the center and grounds?
Excellent Good Fair Poor No Opinion

How would you rate the programs offered through Senior Services
Excellent Good Fair Poor No Opinion

How would you rate the accessibility to Senior Services
Excellent Good Fair Poor No Opinion

Have you utilized the Commodities Program
Yes No

If yes, How would you rate the Commodities Program
Excellent Good Fair Poor No Opinion

Have you utilized the Brown Bag Program
Yes No

If yes, How would you rate the Brown Bag Program?
Excellent Good Fair Poor No Opinion

Have you utilized the Travel and Trips Program?
Yes No

If yes, How would you rate the Travel and Trip Program
Excellent Good Fair Poor No Opinion

How would you rate the social environment at Senior Centers?
Excellent Good Fair Poor No Opinion

How would you rate the friendliness and helpfulness of staff?
Excellent Good Fair Poor No Opinion

How would you rate the Responsiveness and availability of staff?
Excellent Good Fair Poor No Opinion

Based on your personal experience how would you describe staff
Very Courteous Somewhat courteous Somewhat discourteous Discourteous

City of Madera – Parks & Community Services
Visitation Checklist

Facility: Program:

Date: Staff Present:

Time In: Time Out: # of Participants

Activity: Report By:

PERSONNEL (Staff was where they were schedule to be, doing what they were scheduled to do)

- All scheduled employees were present
- Employees were on time
- Employees were in appropriate attire/uniform
- Employees were leading calendared activities
- Employees were working to achieve objectives
- Employees were engaged with program participants
- Employees were appeared organized
- Employees had the supplies they needed

FACILITY (The facility is well maintained)

- The Facility was neat and orderly
- Bathrooms were clean and stocked
- Other Facility issues: (please note that facility issues need to be reported to appropriate staff)

CORE VALUES (To the extent possible, please identify whether the staff exhibited the departments core values)

- Service
- Integrity
- Accountability
- Teamwork

FORMS (Staff was able to locate forms at the facility and were aware of their intended use)

- Activity calendar posted (Lessons schedule for pool)
- Attendance Form (up to date)
- Menu posted (where appropriate)
- Attendance Form (up to date)
- Incident reports in file
- Accident report in file
- Rules Posted
- Department Mission Statement and Core Values posted
- Other Required Forms:

SAFETY (Safety policies and procedures were observed)

- Staff Exhibited basic safety principles in their
- Fire extinguisher current
- Injury and Illness Plan available
- Appropriate postings of requires safety postings
- First Aid Kit up to date
- Other safety concerns or issues: (please note that safety issues need to be reported to appropriate staff immediately)

NOTES & OBSERVATIONS (Use this space to highlight the positives you noted during this visitation. Also, use the space below share information that might help the PCS team deliver higher quality service to our program participants.

Employee(s) Signature(s):

Supervisor Signature:

ity of Madera

Employee Performance Rating Form

LAST NAME	FIRST NAME	ID#	RANGE/STEP	PURPOSE OF REPORT
				( ) Probationary ___ Month ( ) Other _____ (X) Merit Increase ( ) Semi-Annual Performance

DEPARTMENT	POSITION TITLE	PERIOD ENDING	DUE DATE
P&CS	Program Leader		

PERFORMANCE FACTORS	NOT ACCEPTABLE	IMPROVEMENT NEEDED	SATISFACTORY	GOOD	SUPERIOR
1. Skill Level/Job Knowledge					
2. Work Habits					
3. Initiative					
4. Attitude					
5. Judgment					
6. Appearance/Physical Condition					
7. Communication Skills -Written/Oral					
8. Safety Awareness					
9. Cost Consciousness					
10. Attendance/Punctuality					
SUPERVISORS ONLY					
11.Organizational Skills					
12. Supervision/Leadership					
13. Self Confidence					
14. Fairness/Impartiality					

OVERALL COMMENTS:

RECOMMENDATIONS FOR IMPROVEMENT:

EMPLOYEE COMMENTS (optional):

GOALS (if applicable):

1.

SIGNATURE OF RATER (Immediate Supervisor) DATE

( ) I have discussed the above with the employee and explained the rating and remarks.

EMPLOYEE SIGNATURE DATE

( ) I have discussed the above rating with my supervisor
( ) I have reviewed this report. My signature does not necessarily imply agreement with all items marked.

DEPARTMENT HEAD SIGNATURE DATE

( ) I concur with rating
( ) I do not concur with rating
( ) Approved for merit increment

REVIEWED BY:

CITY MANAGER DATE:

WHITE – PERSONNEL COPY YELLOW – EMPLOYEE COPY PINK – DEPARTMENT COPY

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 1, 2017 to June 30, 2018

NAME OF ORGANIZATION: City of Madera Parks and Community Services Department
701 E. 5th Street
Madera, CA 93638

PROJECT TITLE: Seniors Services Program

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

I. CLIENT INFORMATION:

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

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

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

4. Number of people refused services this month: _____

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

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH: (Items 5 through 7)

5. Female Head of Household: _____

6. Number of Homeowners _____ Number of Renters _____

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OPERATIONAL NARRATIVE:

RETURN ACTIVITY REPORTS BY THE 15TH OF THE MONTH FOLLOWING THE END OF EACH QUARTER TO:

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

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

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

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

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

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

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

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

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

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

INCOME SOURCE	AMOUNT	
CITY	226,783	
UNITED WAY	-	
STATE (SPECIFY)	-	
FEDERAL (SPECIFY)	71,563	FMAAA
SERVICE FEES	500	
FUND RAISING	11,000	
DONATIONS	18,900	
CDBG REQUEST	103,503	
OTHER (LIST)	845	Madera County
TOTAL INCOME	433,094	

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	237,597
BENEFITS	0150	107,722
SERVICES & SUPPLIES		41,181
INSURANCE	0200	325
COMMUNICATIONS	0250	3,700
CONSULTANT SERVICES	0300	-
OFFICE EXPENSE	0350	1,300
OFFICE RENTAL	0400	1
EQUIPMENT RENTAL	0450	-
UTILITIES	0500	5,000
TRAVEL (ADMIN.)	0550	-
FOOD SUPPLIES	0600	1,000
CONTRACTS	0650	24,500
TRANSPORTATION	0700	4,268
FUND RAISING	0750	6,500
TOTAL		433,094

Exhibit B

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

Distribution: W-3-1

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

Distribution: W-3-1

ATTACHMENT E

THE HOUSING AUTHORITY OF THE CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2017.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and The Housing Authority of the City of Madera, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a project to upgrade the Pomona Ranch Housing Center's 50 units with air conditioning and heating to provide temporary residences and a continuum of care for homeless families with children during off-season during the colder winter months is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate first response to emergencies and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to purchase and install air conditioning and heating consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15^{th}) day of the month following the end of the quarter. Allowable expenditures under

this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed $157,536 in fiscal year 2017-2018. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

Program Income

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

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24

CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

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

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017 and shall end its performance June 30, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

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

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records

shall include but not be limited to:

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

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

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

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

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

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

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

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

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

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

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

18. Breach of Agreement

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

19. No Third Party Beneficiaries

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

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

21. Entire Agreement

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

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

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

Date: _____

ATTEST:

By: _____
Sonia Alvarez, City Clerk

Date: _____

THE HOUSING AUTHORITY OF THE CITY OF MADERA:

By: Linda M. Shaw
Linda Shaw, Executive Director

Date: 9-6-17

APPROVED AS TO LEGAL FORM:

By: _____
Brent Richardson, City Attorney

Date: _____

Housing Authority of the City of Madera



Community Development Block Grant Application 2017-2018

Submitted by Linda Marie Shaw, Executive Director

HACM is dedicated to serving our community by providing quality housing, resources, capital improvements and other sustaining services that will improve the lives of families.

RECEIVED 3-16-17

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2017/2018

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED: March 16, 2017**

Legal Name of Agency: Housing Authority of the City of Madera (HACM)

Program Name: Temporary Housing for Homeless Families at Pomona Ranch Housing Center

Agency Address: 205 N. G Street

City/Zip: Madera, CA 93637 Telephone: 559-674-5695

Program Director: Linda Shaw FAX: 559-674-5701

SUMMARY OF COMMUNITY NEED:

The 2015 Fresno Madera Continuum of Care Point-in-Time Count yielded a count of 264 homeless individuals in Madera. The majority of this population, 196 individuals, was listed as "unsheltered." In 2016, the Madera Rescue Mission self-reported that they provided emergency/overnight shelter to 47 families – defined as an adult with at least one child under age 18.

The Pomona Ranch Housing Center is a 50-unit subsidized residential complex for migrant farm workers, which sits empty between November and March of each year at taxpayer expense. HACM aims to upgrade these residential units with air conditioning and heating units in order to provide temporary residences and a continuum of care for homeless families with children. Once the Pomona Ranch facilities have been upgraded for the colder winter months, each of the 50 residences will be made available to homeless families at no cost. The opportunity to re-purpose Pomona Ranch during its 'off-season' was proposed by Linda Shaw at HACM and supported by 2016 data provided the Madera Rescue Mission.

Currently, The Pomona Ranch Housing Center is a gated 50-unit complex, with 10 two-bedroom, 30 three-bedroom, and 10 four-bedroom units. All units have 1 bathroom. In the spring/summer/fall months, rent is paid by migrant workers on a daily basis and all utilities are included. Each unit has a stove, refrigerator, 1 folding table, 6 folding chairs, and 2 beds per bedroom. The center has a playground, soccer field, volleyball court, and 2 basketball courts. This center has an on-site laundry facility with coin operated machines and a daycare facility run and operated by the Madera County Community Action Partnership.

EXISTING SERVICES: *List other agencies currently addressing the need or problem described above.*

Madera Rescue Mission (overnight-only homeless shelter)

Explain how your program supplements or complements existing services without duplicating them.

The Madera Rescue Mission is an overnight-only shelter with separate facilities for men and women, which means that some children have to be housed separately from their mother and/or father, depending on their gender and age. The facilities are overnight-only, which means families don't have a place to stay or keep their belongings during the day.

The proposed housing program at Pomona Ranch will provide homeless families with up to approximately 5 months of secure temporary housing from November to March. This will create a sense of stability and security while also giving adults a safe space from which to seek out job opportunities and/or additional services. The HACM will work to provide families at Pomona Ranch with a continuum of care that involves collaborations and referrals to multiple community organizations that provide services to homeless families.

HACM has formed an ad hoc committee comprised of representatives from local agencies and organizations that have pledged to provide a continuum of care for homeless families at Pomona Ranch. This agency is comprised of: Linda M. Shaw, Executive Director, Housing Authority City of Madera; Jim Taubert, Executive Director, Successor Agency; Charles Rigby, Chairperson, HACM Board of Commissioners; William Oliver, Vice-Chairperson, HACM Board of Commissioners; Elizabeth Wisener, Community Svc. Program Mgr. – Community Action Partnership of Madera County (CAPMC); Mattie Mendez, Executive Director, CAPMC; Dennis Koch, Executive Director, Madera County Behavioral Health; Miguel Gonzalez, Program Mgr., Dept. Social Services; Van Do-Reynoso, Public Health Director, Madera County Public Health; Mike Unger, Madera Rescue Mission; and G. Chiramonte, Madera Police Department.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

128 - 200

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

128

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes ___X___ No

If yes, explain: N/A

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 – 54	55 - 59	60 - 64	65 +
	51	34	13	20	29	1	0	0
GENDER	Female	83						
	Male	45						
FEMALE HEAD	46							

Race/Ethnicity:

Madera Rescue Mission did not provide ethnicity data for homeless families.

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives.

HACM will measure the effectiveness of its program by the number of families with children that choose to reside at Pomona Ranch between the months of November and March.

What National Objective does your program meet?
This program meets the following CDBG National Objective: L/M Income Limited Clientele

Describe what measureable objectives your program meets
The program will "exclusively benefit a clientele who are generally presumed by HUD to be principally L/M income persons," a definition that includes homeless persons.

How will your program meet its goals in one year?
HACM will assist homeless families needing shelter after the appropriate measures have been taken to ensure that Pomona Ranch residential units are safe and comfortable for families with children.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain.
No additional funds have been committed for this project at this time. No other grant proposals for this project have been submitted at this time.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).
HACM aims to support this project with CDBG grant funding.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
See **Attachment A**, which highlights relevant sections from multiple public meetings.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.
See **Attachment B** for letters of support from Office of Migrant Services and CA Dept. Of Housing and Community Development.

When there is an overflow of clients, how is it determined whom to serve?
HACM has waiting lists for all programs. Families will be served on a first-come first-served basis.

Is income criteria used to establish eligibility for services?

__X__ Yes _____ No

Is a fee schedule used?

____ Yes __X__ No

HOMELESS FAMILY HOUSING PROJECT BUDGET

INCOME SOURCE	AMOUNT
CITY	
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST) CDBG GRANT:	$150,000
TOTAL INCOME	$150,000

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES (P/t Mgmt fee)	0100	$15,000
BENEFITS	0150	$6,300
SERVICES & SUPPLIES		$2,800
INSURANCE	0200	$14,400
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	$2,000
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	$10,000
UTILITIES	0500	$14,500
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS (HVAC units)	0650	$80,000
TRANSPORTATION	0700	$5,000
FUND RAISING	0750	
TOTAL		$150,000

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? ___Monthly_____

What was the average number of Board members attending meetings last year? ___Seven (7)__

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

____7____ Minimum ____7____ Maximum

Please provide the following information:

Date of Incorporation: _____1968_____

IRS Employer Number: _____94-2542559_____

See **Attachment C** for Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

How often are financial records audited, and by whom? HACM financial records are not audited, as the OMS subsidy that the agency receives is reimbursed on a monthly basis and all rent revenues are submitted to OMS also on a monthly basis. The financials are presented along with our audited financial statements and submitted to HUD REAC annually.

Are the treasurer and/or other financial officers bonded? Board of Commissioners and Executive Director are not bonded

If so, for how much? _____N/A_____

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

_____None_____

List any outstanding obligations:

_____None_____

RESOLUTION/CERTIFICATION:

Please see **Attachment D**.

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

By: Linda M. Shaw
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**March 16, 2017, 5:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com

Capital Improvements Summary

Housing Authority of the City of Madera

Charles F. Rigby
CHAIRMAN

Linda Marie Shaw
EXECUTIVE DIRECTOR

Memorandum

To: Linda M. Shaw

From: James Garcia

Date: 3/9/17

RE: Pomona Ranch A/C Project (50) units.

There are ten units that are 862.5 sf. it would take a 2-ton unit of cooling and heating 14-seer energy efficient for approximate $5,000.00 per unit with an estimated cost to install at prevailing wage of about $4,500.00 not including permits, engineering, prints or other variables. A/C unit $5,000.00 installation $4,500.00 Total of $9,500.00 per unit.

1. Remove water cooler.
2. Inspect roof for damage & repairs.
3. Install new plenum and return duct.
4. Install pre-manufacture metal roof curb and seal replace shingles as needed.
5. Install new gas line for heater.
6. All new ducting per size per room and vents.
7. Install return duct.
8. Drop in 2-ton unit 14-seer and connect.

There are ten units at 632.5 sf. And thirty units at 713 sf. It takes 200 sf. per ton so these units are under 800 sf. and do not qualify for HVAC roof units.
The balance of units that are under 800 sf. we could use 1 1/2-ton mini split system were condenser is outside and A/C-Heating are inside cost for unit $1,900.00 plus installation $3,000.00 Total of $4,900.00 per unit.

10 – 2-ton units installation $95,000.00

10 – 1 1/2-ton mini split system A/C-Heating $49,000.00

Grand total $144,000.00

Thank you,

James Garcia
Maintenance Services Manager

Attachment A - see highlighted minutes

MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

Wednesday, March 8, 2017
6:00 P.M. – Regular Session
City Hall Council Chambers

6:00 p.m. - REGULAR SESSION

Commissioner Andrew Medellin opened the Regular Meeting of the Housing Authority of the City of Madera called for the roll.

ROLL CALL

Present: Chairperson Derek O. Robinson, Sr.
Vice Chairperson Charles F. Rigby
Commissioner Jose Rodriguez
Commissioner William Oliver
Commissioner Andrew J. Medellin
Commissioner Donald E. Holley
Commissioner Cece Foley Gallegos

Absent:

Also present were Sally Bomprezzi, Financial Services Manager; Irma Vargas, HCV Services Manager; Nora Rivera, Migrant Center Supervisor; Linda M. Shaw, Executive Director; Brent Richardson, General Legal Counsel, and Alicia Gonzales, Recording Secretary

INVOCATION

Pastor Randy Brannon – Grace Community Church

PLEDGE OF ALLEGIANCE:

Lead by Commissioner Andrew Medellin

PUBLIC COMMENT:

Designated period of fifteen (15) minutes for members of the public to address the Housing Authority Board of Commissioners on matters of public interest.

PRESENTATION

None

A. WORKSHOP

None

B. CONSENT CALENDAR

B-1 Approval of Minutes of Regular Meeting – January 11, 2017
B-2 Register of Audited Demands – January 5, 2017 – January 25, 2017
B-3 Register of Audited Demands – February 8, 2017 – February 16, 2017

Commissioner Holley, seconded by Commissioner Robinson moved to approve. Motion carried unanimously.

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

C-1 Consideration of a Resolution Approving the Agreement with Lowe's for Low Flow Toilets and Authorizing the Chairperson to Execute the Agreement

Executive Director Linda Shaw asked Nora Rivera, Migrant Center Supervisor to explain how the project was funded. Ms. Rivera stated that the Office of Migrant Services contacted our agency indicating that they wanted to proceed with low flow, water conservative toilets, shower heads, and aerators. The project was initially going to be funded by a grant that we did not receive, details were not provided. She stated that currently there is a healthy amount of money in the Operating Reserves which we were approved to use and move forward with the project. Ms. Rivera stated that she requested quotes from local vendors and Lowe's provided the lowest bid.

Chairperson Rigby stated that it was good to hear that the agency shopped local

Commissioner Holley, seconded by Commissioner Gallegos moved to approve. Motion carried unanimously.

C-2 Consideration of a Resolution Approving the Submission of the CDBG Application to request Funding to Retrofit Pomona Ranch Units and Authorizing the Executive Director to Sign the Agreement

Executive Director Linda Shaw stated that what we primarily need to do as part of Housing the Homeless at Pomona Ranch is to provide heating. Ms. Shaw stated that the heater units would cost around $570 per unit, as well as other Capital Improvement Projects. She is requesting approval from the board to submit the application for CDBG funds.

Commissioner Medellin asked for a recap of the homeless project at Pomona Ranch.

Executive Director Linda Shaw stated that there have been several meetings with a larger Ad Hoc Committee led by Commissioner Oliver and Rigby. Other partners have also joined, such as Jim Taubert, CAPMC, and others from the community who are able to provide land and funding so we may go above and beyond Pomona Ranch at some point and time. She added that we are talking about putting up an edifice that might be a year around opportunity for people to be housed and provide supplemental services to go along with that, such as work experience. She stated that there is a lot to do around this project which continues to grow. The original focus was Pomona Ranch. Just recently she received affirmation from OMS, although they are struggling with getting guidelines to everyone across the state. Ms. Shaw stated that she believes we are in good shape. She added that our Housing Authority has never applied for CDBG funds before and sees this as a great opportunity to get our foot in that door and have money to begin working on the project.

Commissioner Oliver stated that the Ad Hoc committee is working with many different agencies and partners including CAPMC, Department of Social Services, and Fresno Continuum Care. One thing that we are also looking at leveraging for both our facilities and maybe potential grant funding in the future, is to look at potential match dollars for emergency services or emergency solutions grant money, which could also aid in these efforts. He added that as Ms. Shaw had mentioned, we decided it would be best to focus our efforts on existing infrastructure, and what better way than to put to use a building that sits vacant six months out of the year. Commissioner Oliver stated that all of our partners seem to be excited about the project. We are also looking into a tour with some of our partners at Fresno Continuum. This project is off to a good start so far and we appreciate Ms. Shaw's leadership.

Chairperson Rigby added that we have brought several other agencies to the table including the Police and Sheriff Department, several community health groups, Behavioral Health, as well as Neighborhood Revitalization. We are currently seeing a collective community effort trying to work towards a common goal. This pilot program will be something we hope to hang our hat on.

Commissioner Medellin thanked everyone involved for their efforts so far.

Commissioner Medellin, seconded by Commissioner Oliver moved to approve. Motion carried unanimously.

D. WRITTEN COMMUNICATIONS

None

E. ADMINISTRATIVE REPORTS

E-1 Presentation of Audit (Informational Only) – Price Paige & Company – David Dybas

Financial Services Manager Sally Bomprezzi introduced Dave Dybas, Audit Manager-Price Paige & Company, Clovis, CA; who presented a brief overview of the agency's audit. He stated the Housing Authority experiences a level of scrutiny as far as internal controls of compliance because of the large amounts of federal funding it receives. Mr. Dybas stated that since it was Government Auditing Standards and because of the single audit and the Government Funding that is received, we have two reports. The first report is the Independent Audit Report and the Governments Auditing Standards report as well as the single audit. In regards to compliance, the Government Auditing Standards as well as the Uniform Guidance, we did have one finding. He stated that it was the calculation of the tenants income, that amount decides how much the Housing Authority's portion is going to be paid, opposed to the amount the tenant is going to pay. There were four instances out of sixty, which was a large improvement. He stated that last year, Linda was just coming aboard and there was new staff in training. He added that since then they have done a great job. Mr. Dybas stated that although there was a finding, but it is not to the severity that it was last year. He stated that staff went above and beyond to make sure that the files were starting to come together and that staff was receiving training.

Chairperson Rigby stated to Ms. Shaw that in regards to the finding on the Government Auditing Standards, he asked if this would be something that could be under control next year. He asked if it was due to the agency not documenting the amount of income being taken in by tenants.

Ms. Shaw stated that when she came aboard, the files were not complete giving the reason a few more staff were hired and separated that out so that program would report directly to her. She added that over the past year they have worked on cleaning up as many files as they possibly could before the audit, but there were still a couple of files that were not in order. Ms. Shaw stated the just as Mr. Dybas indicated it improved a great deal and she believes by next year the agency will be clear.

F. EXECUTIVE DIRECTOR REPORT

F-1 CPS HR Consulting Compensation Study and Request that an Ad Hoc Committee be appointed to work with Executive Director

Executive Director Linda Shaw stated that she previously sent to all Commissioners a copy of the Compensation Study. She stated that she along with the Finance Department found a few issues with the study. Due to the complexity of the study she requested an Ad Hoc Committee to

work through the study and make decisions on what part of the study will be validated and if so, how do we get that money into the hands of our employees.

Chairperson Rigby asked if any of the Commissioner would be interested in assisting Ms. Shaw in this process.

Commissioner Gallegos stated that she would like to be a part of the Ad Hoc Committee.

Commissioner Rodriguez stated that he would like to also be a part of the Ad Hoc Committee.

Chairperson Rigby appointed Commissioner Rodriguez and Commissioner Foley Gallegos to the Compensation Study Ad Hoc Committee.

F-2 Out-of-State Travel for Chairperson, Charles Rigby to attend the 2017 NAHRO Washington Conference in Arlington, VA – March 25 – March 28, 2017

Executive Director Linda Shaw stated that she is requesting approval for Chairman Rigby to attend a legislative conference in Washington, D.C. at the end of this month. She stated that for several reasons she is unable to attend, and Chairperson would be the best person to attend. We are in the process of setting up meetings with people of Congress. Meetings have already been set up with Senator Feinstein's office, Representative Costa, and meetings are pending with Linda Sanchez and Kamala Harris. In addition to those meetings the entire conference will be around talking to Legislatures directly about Affordable Housing, Immigration Issues, and others that are related.

Commissioner Oliver stated that it sounds like money well spent, and in addition to the Housing Authority he would imagine that there would be complimenting discussions for the City of Madera so he suggests reaching out to our consultant in Washington, D.C. and possibly assist with scheduling other meetings.

Chairperson Rigby asked Legal Counsel if this was an action item.

Legal Counsel, Brent Richardson stated the by-laws require approval formal approval for the Executive Director. He added that if Ms. Shaw is looking for a motion that Chairperson Rigby would need to abstain from it.

Commissioner Holley, seconded by Commissioner Gallegos moved to approve. Motion carried unanimously.

G. COMMISIONER REPORT

Commissioner Robinson stated that he attended the Adult Probation Graduation Dinner on March 7, 2017. He added that it was nice to see eight individuals graduated and to see them take their first steps to improving their lives.

H. CLOSED SESSION

H-1 Closed Session Announcement – General Legal Counsel

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

Property:	1 Parcel
Housing Authority APN:	006-280-001

Agency Negotiators:	Linda Shaw
Negotiating Parties:	Mark Meyers
Under Negotiations:	Price and Terms

H-3 Closed Session Report – General Legal Counsel

Legal Counsel Brent Richardson requested that the agenda items under Closed Session be pulled.

I. **ADJOURNMENT**

Meeting adjourned at 6:25 p.m.

MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

Wednesday, January 11, 2017
6:00 P.M. – Regular Session
City Hall Council Chambers

6:00 p.m. - REGULAR SESSION

Commissioner Andrew Medellin opened the Regular Meeting of the Housing Authority of the City of Madera called for the roll.

ROLL CALL

Present: Chairperson Derek O. Robinson, Sr.
Vice Chairperson Charles F. Rigby
Commissioner Jose Rodriguez
Commissioner William Oliver
Commissioner Andrew J. Medellin
Commissioner Donald E. Holley
Commissioner Cece Foley Gallegos

Absent:

Also present were Martha Ramirez, Housing Services Manager; Sally Bomprezzi, Financial Services Manager; Linda M. Shaw, Executive Director; Brent Richardson, General Legal Counsel, and Alicia Gonzales, Recording Secretary

PLEDGE OF ALLEGIANCE:

Lead by Commissioner Andrew Medellin

PUBLIC COMMENT:

Designated period of fifteen (15) minutes for members of the public to address the Housing Authority Board of Commissioners on matters of public interest.

PRESENTATION

Presentation by the Successor Agency - National Night Out Award

Commissioner Andrew Medellin passed the gavel to the Housing Authority Chairperson Derek O. Robinson, Sr. to conduct the Housing Authority portion of the meeting.

REORGANIZATION OF BOARD OF COMMISSIONERS

1. Selection of Chairperson

Chairperson Robinson asked Brent Richardson, Legal Counsel to address the reorganization of Chairperson and Vice Chairperson.

Mr. Richardson stated that some time ago by a resolution of the board which amended the by-laws, it provides an order of how the Chairperson and Vice Chairperson are selected, typically it is the person who has served the longest without being Chair and the Vice Chairperson usually

moves up to Chairperson which is Commissioner Rigby, provided he does not decline the position. He added that the appropriate vote for Vice Chairperson would be Commissioner Oliver.

Commissioner Rigby asked to abstain from voting.

Commissioner Jose Rodriguez nominated Commissioner Rigby as Chairperson of the Housing Authority of the City of Madera, seconded by Commissioner Holley. Motion carried with one abstention from Commissioner Rigby.

Commissioner Jose Rodriguez asked for future reference when someone is nominated can he vote for himself.

Mr. Richardson, Legal Counsel stated that yes that is allowed.

2. Selection of Vice Chairperson

The meeting was turned over to Chairperson Charles Rigby to continue with the meeting.

Chairperson Rigby stated that he was now opening up the session for nominations for Vice Chairperson.

Commissioner Gallegos nominated Commissioner Oliver as Vice Chairperson, seconded by Commissioner Robinson moved to approve. Motion carried unanimously.

Chairperson Rigby asked Recording Secretary, Alicia Gonzales to read the announcement.

Alicia Gonzales, Recording Secretary read the announcement which stated; Per government code 54957.5 members of the public are advised that less than 72 hours prior to this evenings meeting Items B-1 and B-2 were provided to the Board of Commissioners and staff. If you wish to obtain a copy of these items they are located on the podium. She also stated that it is also being requested at this time to pull agenda item B-8 from the Consent Calendar.

General Legal Counsel, Brent Richardson made clarification that Item B-8 was pulled from the agenda.

A. WORKSHOP

None

B. CONSENT CALENDAR

B-1 Approval of Minutes of Special Meeting – November 2, 2016

B-2 Approval of Minutes of Regular Meeting – November 9, 2016

B-3 Register of Audited Demands – November 4, 2016 – November 15, 2016

B-4 Register of Audited Demands – December 5, 2016 – December 30, 2016

B-5 Authorization of Out-of-State Travel for the Financial Services Manager to Attend Training Provided by Casterline Associates, P.C., Advanced PHA Budgeting & Accounting Seminar in Carson City, Nevada, February, 14-15, 2017

B-6 Consideration of a Minute Order Approving the Benefit Credit Increase to Housing Authority of the City of Madera Employees

B-7 Consideration of a Minute Order Approving and Authorizing the Executive Director to open a New Checking Account with Wells Fargo Bank for Flexible Benefit Funding

B-8 Consideration of a Minute Order Approving the Position of an Inspector with the Salary Range beginning at 59.5A

B-9 Consideration of a Minute Order Approving Agapito Rodriguez, Maintenance Lead to begin at Salary Range 55.0E

Commissioner Oliver, seconded by Commissioner Medellin moved to approve. Motion carried unanimously.

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS AND AGREEMENTS

C-1 Consideration of a Resolution Approving Schedule of Accounts Chargeable to Collection Losses for the Farm Labor Program Quarter Ending December 2016

Executive Director Linda Shaw asked Martha Ramirez, Housing Services Manager to speak about Items C-1 and C-2

Housing Services Manager, Martha Ramirez stated that the write offs for Public Housing and Farm Labor Programs are amounts owing from the families that left the program with a balance due. She stated that after all efforts of collecting are exhausted, we then send the files to Medvetta Collection Agency. If Medvetta is unable to collect the balances, the balances are then brought to the Board as write-offs. Ms. Ramirez stated that as shown, the balances are low because we do try our best to collect.

Chairperson Rigby asked what the process of collection is.

Housing Services Manager, Martha Ramirez stated that when the family moves out they are provided with a balance due notice. She stated that if we see that there is no effort from the family to pay the balance, she contacts, visits, and attempts to collect. This process takes up to thirty days. If unable to collect, the file is sent to Medvetta Collection Agency. She also stated that if the collection agency is unable to collect, that is when the amounts are brought to the Board as a write off.

Commissioner Medellin stated that if the balance is not collected is the family then, for lack of better word; black listed.

Ms. Ramirez stated that if it is a Public Housing family they are placed on a HUD website, which is the debts owed website. She added that if they try to sign up anywhere in the United States their Social Security number and name is tagged. If they want to receive assistance they must pay their balance off in Madera first. Also, the tenant is sanctioned for seven years, they will not be able to receive Housing Authority assistance. The same rule applies to Rural Development, their system is not as sophisticated, however internally the information is kept. But most tenants usually do pay off the balance.

Commissioner Oliver, seconded by Commissioner Robinson moved to approve. Motion carried unanimously.

C-2 Consideration of a Resolution Approving Schedule of Accounts Chargeable to Collection Losses for the Public Housing Program Quarter Ending December 2016

Commissioner Medellin, seconded by Commissioner Robinson moved to approve. Motion carried unanimously.

C-3 Consideration of a Resolution Approving an Amendment to the Employment Agreement with Linda Shaw as the Executive Director and Authorizing the Chairperson to Execute the Amendment

General Legal Counsel, Brent Richardson stated that the Ad Hoc Committee met with Ms. Shaw and came up with recommendations and amendments to her contract regarding salary. He added that he prepared the amendment and is now before you for consideration.

Chairperson Charles Rigby stated that he was on the Ad Hoc committee when Ms. Shaw was hired, she was on a probationary period and the Ad Hoc that was made up of himself, Chairperson Medellin, and Chairperson Holley decided that is was fair to remove Ms. Shaw from her time of probation. He added that they all agreed that she has done a significant job to indicate that she is deserving of that time to be pulled off of probation, and we are glad to have her here and we hope to have her here for many years to come.

Commissioner Robinson, seconded by Commissioner Holley moved to approve. Motion carried unanimously.

D. WRITTEN COMMUNICATIONS

None

E. ADMINISTRATIVE REPORTS

None

F. EXECUTIVE DIRECTOR REPORT

F-1 Sexual Harassment Training

Executive Director, Linda Shaw stated that as the Board is aware there was an investigation. She stated that she took action with regard to the results of the investigation. She also stated that for future reference the Housing Authority staff will receive sexual harassment training, Maintenance especially. The training will take place in February.

F-2 1431 Riverview

Executive Director Linda Shaw stated that we have had a few conversations about the application to HUD for the purchase of the property at 1431 Riverview. She added that Mr. Meyer's has also contacted the Mayor to ask about the status of the application. Ms. Shaw stated that the Housing Authority is resubmitting the application to HUD. She added that she was concerned about the environmental that was done by Mr. Meyer's representative that it does not meet what HUD is requiring. She stated that she is moving forward and sending it to HUD and will allow HUD to make the rejection.

Chairperson Rigby asked if Ms. Shaw's concern was voiced to the applicant

Executive Director, Linda Shaw stated, yes.

F-3 Grant Writer Contract

Executive Director Linda Shaw stated that she was encouraged to look at the home funds, and in doing so there are some challenges with regard to the home fund. She stated that there are other funds available. She asked if she could step to Item F-5.

Chairperson Rigby stated yes, it is within your report.

Ms. Shaw stated that she would like to request the appointment of an Ad Hoc Committee to work with her on these issues because they are becoming a little more complicated and she does not want to free fall on her own. She stated that she would appreciate the appointment of an Ad Hoc Committee to work with her on the homeless/housing issues. She added that if for some reason the agency receives a lot of money, she has some really creative ideas about how to use the money, but she does not want to do that by herself.

Chairperson Rigby stated that for the record just for those who might not be in communication with you about the project, please inform the Commissioners and the public of some of the things that you are hoping to do with some of the finances that could be allocated through the searches of these grants and opportunities.

Ms. Shaw stated that the Pomona Ranch property is empty for five months during the year. It seemed appropriate to get a waiver from OMS to house homeless families or individuals in that property during the time it sits empty. She added that she has a call out to the OMS Director because she is getting mixed signals right now about whether or not they can go ahead and retro fit the units for heating. She stated that she is being told it is not allowed, then being told it will only require a separate agreement with OMS. Ms. Shaw stated that the other project that she is very excited about is building a homeless shelter on the Storey Road property. She added that if the agency receives enough money to do that, she would like to build a 25-40 bed unit. She also added that the homeless shelter would be open year around. They would work with the homeless shelter in place and with other agencies such as Behavioral Health and Community Action Partnership. Ms. Shaw stated that the Ad Hoc Committee could help her work through those issues.

F-4 Board Orientation

Executive Director Linda Shaw stated that she would like to set up an orientation for the newer members such as Commissioner Gallegos, Commissioner Rodriguez, and new incoming Chair and Vice Chair. She stated she added it to the agenda to ask if anyone else would like to participate.

Chairperson Charles Rigby stated that he would love to sit on the Ad Hoc committee, and if it is okay, along with Vice Chairperson Oliver. He added that he and Vice Chairperson Oliver have been working alongside Ms. Shaw and several other groups within the County and City limits with this issue of homelessness and the housing issues. He added that he is watching very carefully a program that is being started by a Madera County team that have four gentlemen that are living in apartments that have become available through some funding, which is a six month program. He also stated that Commissioner Oliver has made a suggestion of possibly connecting with some of the things we have seen come out of Fresno. Chairperson Rigby stated that he would like to appoint Vice Chairperson Oliver to the Ad Hoc Committee.

Commissioner Oliver stated that he would also like to be appointed to the Ad Hoc Committee.

Commissioner Rodriguez asked if it was a two or three member committee.

Chairperson Rigby stated that there can be up to three members without interfering with the Brown Act.

Commissioner Rodriguez stated that he would like to serve as an alternate if a member were to be absent.

Chairperson Rigby stated that under the advisory of the council he would like to maintain that the three names be associated with the Ad Hoc are, Chairperson Rigby, Vice Chairperson Oliver, and Commissioner Robinson.

G. COMMISIONER REPORT

Commissioner Oliver shared a reminder that on January 26, 2017 there will be a Community Brainstorming Workshop between the City of Madera, Madera County Board of Supervisors, Madera Unified School District, and the Madera Arts Council regarding a feasibility study to create a Civic Center and Performing Arts Center in Madera. He added that this will be the first of several different community workshops. It will be held at 6:30pm – 8:30pm at the Madera South High School Multipurpose Room. He added that it would be a great opportunity for the Housing Authority to show some leadership with this project.

Commissioner Medellin congratulated Chairperson Rigby and Vice Chairperson Oliver, and a great thank you to the past Chairman Derek Robinson for doing a fantastic job this last year and for your service.

Commissioner Robinson stated that he enjoyed working with Linda Shaw and he praised her effort in bringing the Housing Authority up to the stratosphere.

Commissioner Holley stated that this Sunday at Martin Luther King Middle School, there will be a Martin Luther King program beginning at 2:30pm. He stated that if you can, come out to see what the young kids of our community have wrote about Martin Luther King.

Chairperson Rigby stated that he would like to thank his fellow Chair people for the nomination and he looks forward to serving as the Chair and working alongside Ms. Shaw and her incredible staff.

H. CLOSED SESSION

None

I. ADJOURNMENT

Meeting adjourned at 6:45 p.m.

MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

Wednesday, October12, 2016
6:00 P.M. – Regular Session
City Hall Council Chambers

6:00 p.m. - REGULAR SESSION

Commissioner Robert L. Poythress opened the Regular Meeting of the Housing Authority of the City of Madera and the Special Meeting of the Madera City Council Regular Meeting of the City Council as the Successor Agency to the Former Madera Redevelopment Agency and Special Meeting of the City Council as the Successor Housing Agency and called for the roll.

ROLL CALL

Present: Chairperson Derek O. Robinson, Sr.
Vice Chairperson Charles F. Rigby
Commissioner Robert L. Poythress
Commissioner William Oliver
Commissioner Andrew J. Medellin
Commissioner Donald E. Holley
Commissioner Cece Foley Gallegos

Absent: None

Also present were Martha Ramirez, Housing Services Manager; Nora Rivera, Migrant Center Supervisor; James Garcia, Maintenance Services Manager; Brent Richardson, General Legal Counsel, and Alicia Gonzales, Recording Secretary

PLEDGE OF ALLEGIANCE:

Lead by Commission Robert L. Poythress

PUBLIC COMMENT:

Designated period of fifteen (15) minutes for members of the public to address the Housing Authority Board of Commissioners on matters of public interest.

Commissioner Robert L. Poythress passed the gavel to the Housing Authority Chairperson Derek O. Robinson, Sr. to conduct the Housing Authority portion of the meeting.

Late agenda item announcement was made by Recording Secretary, Alicia Gonzales. Per Government Code Section 54957.5, members of the public were advised, that less than 72 hours prior to this evening's meeting, copies of the attachment that were handed out were in-advertently left out of the agenda packets for the presentation item. The Investment Plan was distributed to members of the Board of Commissioners and staff.

PRESENTATION

Sally Bomprezzi stated that the presentation was related to agenda item C-1, Investment Policy.
Lyle Defenbaugh, Client Relations Director for CalTRUST explained the connection between CalTRUST and Wells Fargo Asset Management. He stated that one of the requirements of the California Government Code and the Joint Powers Law that authorizes local agencies to create a JPA for purposes

of offering an investment program is that the JPA is required to retain an outside investment manager that meets certain criteria. They must have at least five years of experience managing the types of securities that local agencies can invest in and has a minimum of five hundred million dollars in assets under management. Mr. Defenbaugh described in his presentation the definition of CalTrust, Investment Options, and Wells Fargo Asset Management for Institutional Investors.

Vice Chairperson Rigby stated that the most recent activity with the Wells Fargo may or may not have an affect with the agencies decision to move forward with this company. He added that he is aware of several cities that have withdrawn their activity from using Wells Fargo Asset Management. The City of Chicago and several California cities have suspended the underwriting of municipal bonds and issues under Wells Fargo. He asked Mr. Defenbaugh for his comment on the current Wells Fargo situation.

Mr. Defenbaugh stated that what went on is indefensible, and what went on was on the retail banking side. Wells Fargo has three principal organizational units within the bank which include Retail Banking, Wholesale Banking, and Wealth and Investment Management. Wells Fargo Asset Management is under the Wealth and Investment Management category. He stated that the City of Chicago and the State of California does not include Wells Fargo Asset Management. Essentially the agencies that have suspended relations with Wells Fargo for one year falls under three different areas, the first is they will not consider Wells Fargo Investment Banking for the underwriting for any debt issues that they are undertaking for the next year, the second area is that they will not buy any Wells Fargo stocks or bonds into their portfolios, and third they are not going to buy any financial instruments from Wells Fargo Brokers that they may do business with. He stated that he has not seen any action taken by any agency that directly affects business with Wells Fargo Asset Management.

Vice Chairperson Rigby asked if the relationships have been stressed.

Mr. Defenbaugh stated that on his part he has reached out to as many investors in the CalTrust program to answer any questions and talk to them about their approach.

Executive Director Linda Shaw stated that she wanted to clarify that by no means are we agreeing to a contract with Wells Fargo tonight. Over the next couple of months what we hope to do is bring a couple more investment companies for the Board to review and think about to go along with the policy that Sally Bomprezzi will speak about this evening.

Sally Bomprezzi, Financial Services Manager stated that she was unaware of CalTrust until she spoke with the local Wells Fargo representative Donna Gonzalez. At that time we were looking into investing the LAIF funds and she then introduced Mr. Defenbaugh. Sally added, that is when it was realized the agency did not have an Investment Policy. She added that tonight's presentation was informational only.

A. WORKSHOP

None

B. CONSENT CALENDAR

B-1 Approval of Minutes – October 12, 2016

B-2 Register of Audited Demands – September 1, 2016 – September 23, 2016

Commissioner Holley, seconded by Commissioner Oliver moved to approve. Motion carried unanimously.

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS AND AGREEMENTS

C-1 Consideration of a Resolution Approving Adoption of an Investment Policy for the Housing Authority of the City of Madera

Linda Shaw stated that the Housing Authority did not have a current Investment Policy and by law we need a policy on file.

Financial Services Manager, Sally Bomprezzi stated that the last document related to an Investment Policy is a resolution dated July 5, 1988. The document states it is a resolution authorizing the investment of the Housing Authority of the City of Madera monies in local agency fund. She added that the resolution has not been revisited. The LAIF fund currently holds $3.1 million dollars which is accruing .64%, and the money is currently not being used. We recently added $350,000 to the LAIF fund, which was surplus money from Section 8. Sally added that she was recently advised in a training that, the Investment Policies and Cash Management Policies must be reviewed annually and the Board of Commissioners need to be updated on the Investments. She added that she recommends that adoption of the new Investment Policy with the Cash Management guidelines.

Vice Chairperson Rigby stated that he agrees to adopt the policy, but he would like to suggest creating an Ad Hoc Committee be formed that might accompany this policy. He added that he would like to volunteer Mayor Poythress to the Ad Hoc Committee.

General Legal Counsel, Brent Richardson stated that there is no Ad Hoc consideration as part of this item he suggests the requests for an Ad Hoc be brought back at the next meeting.

Vice-Chairperson Rigby, seconded by Commissioner Oliver, moved to approve. Motion carried unanimously.

D. WRITTEN COMMUNICATIONS

None

E. ADMINISTRATIVE REPORTS

None

F. EXECUTIVE DIRECTOR REPORT

F-1 Request Performance Evaluation

Executive Director Linda Shaw stated that she handed out to all Board Members information regarding her Performance Evaluation. She added that she would like to request a date to be set for a Closed Session hearing regarding the Performance Evaluation and an Ad Hoc Committee be set.

All Board Members agreed to the Closed Session item be presented at the next City Council Meeting on Wednesday, November 2, 2016.

F-2 Pomona Ranch – Homeless

Executive Director, Linda Shaw stated that she met with a couple of the Commissioners and staff about responding to the letter from OMS. Since the meeting with the Commissioners and Staff, an updated letter was received from OMS and forwarded to the Board of Commissioners. The letter stayed the same with the exception of a 30 day time limit for tenants to stay in housing. The most important decision made at the meeting was that we could not begin housing for the

homeless by this winter, and we would look at doing it over a period of 3 years. It was also decided to do 10 units per year over a period of 5 years. The good news is that the County has home funds available that we will seek to receive.

Commissioner Oliver stated that this may be introduced as a pilot project. We should also take the next several months as an opportunity to take in as many community partners.

Vice Chairperson Rigby stated that he wanted to reiterate that this is a pilot program and we want to be as slow to move with this a possible, only because we want to do it the correct way. We see this as a valuable opportunity to utilize resources that have been made available to us and to serve a community which needs it greatly. He added that he is looking forward to implementing a few ideas that he took in at League of Cities Conference and turn it into something that would be a great asset to our City.

Executive Director Linda Shaw stated that she is requesting permission to sign the OMS agreement and permission to apply for the Grant Funds. She stated that she believes that money would cover year one and year twos expenses.

General Legal Counsel Brent Richardson stated that an approval and agreement was not contemplated for this item. He added that if the item is time sensitive, it could be presented at the Special Meeting on November 2. He added that the only other option in certain cases, is to execute the contract then add it to the next board agenda as a ratification.

The Board agreed to add the OMS agreement to the November 2 Special Meeting of the Housing Authority.

F-3 Sale of Chowchilla Properties

Executive Director Linda Shaw stated that the MORES Board which is a nonprofit subsidiary company of the Housing Authority has given instruction to sell the properties at the end of the next six months. The reason they would like to sell the property is because it is hard to maintain without an onsite manager. Also, over the years the units have had a high vacancy rate and the units are not fully maintained. The MORES Board has approved a budget for the maintenance issues to be completed. She added that the occupancy rates have increased. She also added that the Victim Services Agency has shown interest in renting out any vacancies that we may have. Ms. Shaw stated that due to the nonprofit being attached to the Housing Authority that the Board should know that the MORES Board wants to sell the properties. She also stated that when the properties were appraised in 2013 the appraisal on the properties were higher than what they are being appraised at now. Currently the MORES Board owes $804,000 to the bank and owes $496,000 to the Housing Authority. At the MORES meeting in October we are going to ask them to begin paying back what they owe. Ms. Shaw added that two companies have recently shown interest in being property managers for the Chowchilla sites. It was recommended to the MORES Board to hold on to the properties as long as they can be kept full and maintained. The MORES Board agreed to keep them vacant and maintained for the next six months, but at the end of the six months they would like them sold.

Commissioner Oliver requested a MORES workshop to talk discuss MORES and its relationship to the Housing Authority. At that workshop it would be interesting to discuss and get more information about the history, formation, and Board of Directors. He added that he would like to see the workshop come together that way the Board of Commissioners is more aware of that entity and have a frame of greater reference.

Sally Bomprezzi stated that in regard to MORES, Inc. it was supposed to be separate from the Housing Authority. She added that technically MORES should hire an employee that does the accounting for the nonprofit. She also stated that she encourages the workshop sooner rather than later. We are currently using our personnel to do the accounting, and it is supposed to be clearly separate.

Brent Richardson, Legal Counsel stated that he does not function as legal counsel to the MORES Board. He stated that he was only part of the formation of the nonprofit.

Commissioner Medellin stated that he agreed with Commissioner Oliver's assessment, we need to understand what our relationship is with the MORES Board. He added that we are responsible for the tenants and for the two properties, which is about 50 units. He stated that it is important to understand what our relationship is since we are responsible for the tenants. Mr. Medellin stated that he does remember in 2013 when the property was purchased, the units were filled quickly. He added that soon after, maintenance became an issue as well as vacancies. Now within a short time as Ms. Shaw has become director and changing the way our practices are done especially with maintenance, he has a question as to why the MORES Board is now interested in selling. Commissioner Medellin asked if there are bids for property managers.

Linda Shaw replied, stating that there are currently two bids for property managers.

Commissioner Poythress stated that two of the MORES Board members include Gary Svanda as well as a new Board Member Bill Glover who is a MAI Appraiser, he has a lot of knowledge with commercial appraisals. Mr. Glover took a look at the appraisals that were done for these properties and immediately found a lot of short falls in the appraisals that were done. It seems that from the beginning we paid more for the properties than we should have. Mr. Poythress added that the properties are a bit beat up, the idea was that money needs to be put into these properties before they could be marketed. But because of the distance between Chowchilla and Madera, the area where these properties are located, and the ongoing maintenance that the properties require, the Board has decided that it would be best to pursue a sale. Currently, there are no bids on the properties because they will not be for sale until spring 2017. He also added that once the units are filled, a period of time is needed to be able to show that they have been fully occupied for some time. Commissioner Poythress stated that this was a decision of efficiency and how effective could we really be, managing the properties from a distance.

Commissioner Medellin asked if the properties were sold would the option be to continue at low income housing or could it be sold to anyone.

Commissioner Poythress stated the sale would be open market.

G. **COMMISIONER REPORT**
None

H. **CLOSED SESSION**
None

I. **ADJOURNMENT**
Meeting adjourned at 8:03 p.m.

MINUTES OF THE REGULAR MEETING OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

Wednesday, September 14, 2016
6:00 P.M. – Regular Session
City Hall Council Chambers

6:00 p.m. - REGULAR SESSION

Commissioner Robert L. Poythress opened the Regular Meeting of the Housing Authority of the City of Madera and the Special Meeting of the Madera City Council Regular Meeting of the City Council as the Successor Agency to the Former Madera Redevelopment Agency and Special Meeting of the City Council as the Successor Housing Agency and called for the roll.

ROLL CALL

Present: Chairperson Derek O. Robinson, Sr.
Vice Chairperson Charles F. Rigby
Commissioner Robert L. Poythress
Commissioner William Oliver
Commissioner Andrew J. Medellin
Commissioner Donald E. Holley
Commissioner Cece Foley Gallegos

Absent:

Also present were Martha Ramirez, Housing Services Manager; Officer Juan Villegas, Madera Police Department; Brent Richardson, General Legal Counsel, and Alicia Gonzales, Recording Secretary

PLEDGE OF ALLEGIANCE:

Lead by Commission Robert L. Poythress

PUBLIC COMMENT:

Designated period of fifteen (15) minutes for members of the public to address the Housing Authority Board of Commissioners on matters of public interest.

Yuliana Franco – Consultant, Madera Neighborhood Outreach

Presented to the Board of Commissioners the 2016 National Night Out video. She added that the 2016 National Night Out binder was submitted to the National Night Out Association. Ms. Franco also stated that she was very proud of the community and its collaboration. She handed out copies of the 2016 National Night Out binders to the board members.

Commissioner Robert L. Poythress passed the gavel to the Housing Authority Chairperson Derek O. Robinson, Sr. to conduct the Housing Authority portion of the meeting.

A. WORKSHOP

None

B. CONSENT CALENDAR

B-1 Approval of Minutes – August 10, 2016

B-2 Register of Audited Demands – August 4, 2016 – August 26, 2016

Commissioner Holley, seconded by Vice-Chairperson Rigby moved to approve. Motion carried unanimously.

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS AND AGREEMENTS

C-1 Consideration of a Resolution Approving the Adoption of Amendments/Revisions to the Housing Authority of the City of Madera Public Housing Admission and Continued Occupancy Plan (ACOP) and Authorizing the Executive Director to Execute the Documents for Submittal to HUD

Executive Director Linda Shaw asked Martha Ramirez, Housing Services Manager to inform the Board of Commissioners of the ACOP.

Martha Ramirez stated that the Public Housing Apartments are owned and managed by the Housing Authority of the City of Madera these units are located throughout out the City of Madera. The Madera Housing Authority has a total of 244 units. Public Housing has a plan titled Admission & Occupancy Plan referred to as the ACOP. It is the guide and reference to carry out the Public Housing Program. Included in this plan are regulatory changes as well as revisions.

She added, in order for the Housing Authority to proceed with the changes to the ACOP it must be presented to our Resident Advisory Board known as (RAB). The role of the RAB members are to assist and make recommendations, amendments and/or modifications to the plan. The recent ACOP changes were presented to the RAB members and were reviewed and approved. Martha Ramirez stated that at this time she is requesting approval to the amended and revised ACOP.

Commissioner Holley, seconded by Vice-Chairperson Rigby, moved to approve. Motion carried unanimously.

C-2 Consideration of a Resolution Approving Renewal of Standard Agreement with the State of California Employment Development Department (EDD) and Authorizing the Executive Director to Execute the Agreement on behalf of the Housing Authority of the City of Madera

Executive Director Linda Shaw asked Martha Ramirez, Housing Services Manager to inform the Board of Commissioners of the EDD Agreement.

Martha Ramirez stated that the Housing Authority of the City of Madera is requesting approval to go into an agreement for services with the Employment Development Department (EDD). With this agreement EDD will provide current wage history, disability insurance claim history, and unemployment insurance claim history that is used to calculate families' income for both Public Housing and the Farm Labor program.

Commissioner Oliver, seconded by Commissioner Gallegos, moved to approve. Motion carried unanimously.

D. WRITTEN COMMUNICATIONS

None

E. ADMINISTRATIVE REPORTS

Informational Presentation by Cal Trust Regarding Investment Options – Lyle Defenbaugh & Sally Bomprezzi

Chairperson Robinson stated that the Administrative Report will be postponed until the October board meeting.

F. EXECUTIVE DIRECTOR REPORT

Police Office Update – Officer Juan Villegas

Linda Shaw, Executive Director stated that she has asked Officer Villegas to briefly update the board on the status of his position at the Housing Authority.

Officer Juan Villegas stated that in the time he has been Officer for the Housing Authority a lot of changes have occurred. He stated that the residents are communicating their concerns, and building trust towards him. He added that he is making his rounds to all residents, introducing himself, handing out business cards and just letting residents know he is available to them. Officer Villegas stated that this has been a positive experience for him and the Housing Authority residents. He added that he will continue to work with the residents to bring trust back to the department and the Housing Authority.

G. COMMISIONER REPORT

Vice Chairperson Rigby stated that on September 14, 2016 at approximately 4:30p.m. he received an email in regards to hearing from OMS on whether or not Pomona Ranch will be made available to housing the homeless of the City of Madera. He stated that OMS seems to be in favor of this idea, but there are some requirements that need to be met. He added that he is willing to make himself available to work on this project to meet the requirements OMS is asking, as well as re-present the project to the Commission. He asked Ms. Shaw to state her opinion of the OMS letter she prepared.

Executive Director Linda Shaw stated that at this time she is recommending that she be allowed to caucus with her staff to go through each requirement given by OMS and prepare a recommendation to present to the board. She also added that she would like to recommend appointing an ADHOC Committee to include Commissioner Oliver and Vice Chairperson Rigby, to go through the list of requirements and make some preliminary conclusions and be prepared to present a plan in the upcoming October meeting.

Brent Richardson, Legal Counsel stated that the request for an ADHOC Committee was not on the agenda.

Ms. Shaw asked if she could conduct a meeting and invite those board members who would like to be involved, as long as it is not a quorum, then make a formal presentation at the board meeting in October.

Vice Chairperson Rigby stated the weather will begin to get cold and this is a timely matter. He added that he wants to make sure that the Housing Authority has enough time to prepare Pomona Ranch if this is the direction of the commission.

Chairperson Derek Robinson stated that he visited the Building Industry Luncheon at Pardini's Restaurant in Fresno, CA. He stated that he also attended the Executive League in the City of Tulare where he was notified that he will receive an award for Leadership at the next meeting.

H. **CLOSED SESSION**
None

I. **ADJOURNMENT**
Meeting adjourned at 6:28 p.m.

MORES INC.
205 N G ST. MADERA, CA 93637
PHONE: 559-674-5695 FAX: 559-674-5701

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

March 3, 2017

RE: Pomona Ranch and the Homeless

Dear Mr. Rojas:

I represent the Madera Opportunity Resident Enrichment Services (MORES, Inc.) Board. This letter is being written in support of the application submitted to you by the Housing Authority of the City of Madera. Since 1968 the Housing Authority has provided affordable housing services to low and moderate income families, now they want to help resolve the issues of homelessness with our local community.

At this time, there are approximately 200 individuals and families on the street, without shelter, especially during winter months. The Housing Authority has a facility already in place that remains empty for a good part of the year. With some retrofitting and staffing this could be open to bring in families who are in need of shelter.

This is an important project for the City and for the people we serve. Homeless issues are at the forefront of a much larger national agenda and solutions will be a catalyst for future growth. I would hope that this application will be given serious attention and approval from decision makers. Thank you for your time and interest in our project.

Sincerely,

Herman Perez, Chairman

Cc: Madera City Council
Housing Authority of the City of Madera Board of Commissioners
Linda M. Shaw, HACM Executive Director

Resident Advisory Board

Mr. Jorge Antonio Rojas, Grants Program Manager
City of Madera
205 W. Fourth Street
Madera, CA 93637

March 2, 2017

RE: Pomona Ranch and the Homeless

Dear Mr. Rojas:

We are aware of the funding request submitted by the Housing Authority of the City of Madera, asking your consideration of an application to house homeless families at Pomona Ranch. We fully support this project, and ask that you give the Housing Authority an opportunity to address the serious homeless problem facing our community.

As residents, we know what it's like to need affordable and safe housing; the Housing Authority has been in the business of providing shelter to those who need it and is in a position to provide continuous shelter in an effort to solve this problem.

Please give this application your fullest consideration and help the Housing Authority reach it's goal of serving homeless families this winter.

Sincerely,

Vidal Hinojosa
1034 Kennedy Street, #115
Madera, CA 93638
Cell: 559-363-0030

Mary Varela
211 Santa Cruz, #C
Madera, CA 93637
Cell: 559-395-6050

Cc: Madera City Council
Housing Authority of the City of Madera Board of Commissioners
Linda M. Shaw, HACM Executive Director

Attachment C

Housing Authority of the City of Madera (HACM)
Board of Commissioners
205 W. Fourth Street
Madera, CA 93637

- **Andrew Medellin - Mayor/Commissioner:**
- 7/1/11 – 12/5/12: 5 Months
- 12/2012 – 2016: 4 Years
- 2016 – 2020: 4 Year Term
- Owner of Andy's Sports & Design - 1993

Charles Rigby – Chairperson:
2014 – 2018: 4 Year Term
Pastor, Valley West Christian Center; Head Assistant Coach – Men's Basketball- Reedley College; Head Golf Coach Desmond Middle School

- **William Oliver - Vice-Chairperson:**
- 2014 -2018: 4 Year Term
- Fresno County Economic Development Corporation (EDC) – Business Support Manager
-
- **Donald Holley – Commissioner:**
- 2012 – 2016: 4 Years
- 2016 2020: 4 Year Term
- Retired
-
- **Cecelia (Cece) Foley-Gallegos – Commissioner:**
- 2016 – 2018
- Teacher
-
- **Derek O. Robinson Sr. – Commissioner:**
- 2012 – 2016: 4 Years
- 2016 – 2020: 4 Year Term
- Retired
-
- **Jose Rodriguez – Commissioner:**
- 2016 – 2020
- Mortgage Lender, Branch Manager American Pacific Mortgage

Attachment D - page 1

RESOLUTION NO. 1080

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF MADERA APPROVING THE SUBMISSION OF THE CDBG APPLICATION TO REQUEST FUNDING TO RETROFIT POMONA RANCH UNITS AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE AGREEMENT ON BEHALF OF THE HOUSING AUTHORITY OF THE CITY OF MADERA

WHEREAS, there is a need for funding to retrofit units at Pomona Ranch; and

WHEREAS, Pomona Ranch can with proper staffing and capital improvements, be utilized to provide shelter for homeless families; and

WHEREAS, Pomona Ranch remains empty for five months of the year during winter months; and

WHEREAS, we certify that the agency making this application is tax exempt and incorporated in the State of California, and has complied with all applicable laws and regulations.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Application, a copy of which is on file in the office of the Secretary and referred to for particulars, is approved
3. The Executive Director is authorized to execute the Application on behalf of the Housing Authority of the City of Madera.
4. This resolution shall be effective immediately.

****

Attachment D - page 2

The foregoing Resolution No. 1080 was adopted by the Housing Authority of the City of Madera on this 8th day of March 2017, by the following vote:

AYES: Commissioners Rigby, Oliver, Robinson, Medellin, Holley, Gallegos, Rodriguez

NOES: None

ABSENT: None

Charles F. Rigby, Chairperson

ATTEST:

Linda M. Shaw
Secretary

Approved as to Legal Form:

J. Brent Richardson
General Legal Counsel

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2017 to June 30, 2018

NAME OF ORGANIZATION: **Housing Authority of the City of Madera**
205 N. G Street
Madera, CA 93637

PROJECT TITLE: **Temporary Housing for Homeless Families at Pomona Ranch**

QUARTER AND YEAR OF REPORT: _____, 20__

I. Describe the current status of activity.

II. Describe activities to be undertaken in the next reporting period.

III. Describe problems and/or delays encountered and course of action taken.

IV. What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2018?

V. Describe and provide documentation showing how clients are selected.

VI. Describe and document efforts to be a member and work with the Fresno/Madera Continuum of Care.

VII. Describe staff's duties assigned to this activity. (Note: The Agreement specifies to submit employee timecards.)

Complete the chart below and provide supporting documentation (e.g., letters from social security income, supplemental security income, disability income, W-2s, paycheck stubs).

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	$33,550	$38,350	$43,150	$47,900	$51,750	$55,600	$59,400	$63,250
Minimum Annual Income	$12,600	$14,400	$16,200	$17,950	$19,000	$20,850	$22,300	$23,700
Total								

Age	**0 - 5**	**6 - 12**	**13 - 17**	**18 - 34**	**35 -54**	**55 - 59**	**60 - 64**	**65+**
Total								

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

_____

_____

Date

_____

Type of Assistance

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

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

_____

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

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

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

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

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

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

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

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

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

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

Homeless Family Housing Project Budget

Income Sources	Amount
City	
United Way	
State (Specify)	
Federal (Specify)	
Service Fees	
Fund Raising	
Donations	
Other (LIST) CDBG Grant:	$157,536.00
Total Income	$157,536.00

Salary Expenses	Account No.	Amount
Salaries (P/T Mgmt Fee)	0100	$16,640.00
Benefits	0150	$11,862.00
Service & Supplies		$2,800.00
Insurance	0200	$14,400.00
Communications	0250	
Consulations	0300	$2,000.00
Office Expense	0350	
Office Rental	0400	
Equipment Rental	0450	$10,000.00
Utilities	0500	$14,834.00
Travel (Admin)	0550	
Food Supplies	0600	
Contracts (HVAC Units)	0650	$80,000.00
Transportation	0700	$5,000.00
Fund Raising	0750	
Total		$157,536.00

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

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ATTACHMENT F

CITY OF MADERA ENGINEERING DEPARTMENT

EAST YOSEMITE AVENUE AND ELM STREET TRAFFIC SIGNAL

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2017.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Engineering Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a project to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility and traffic circulation at the Yosemite and Elm intersection eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate first response to emergencies and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to purchase and install air conditioning and heating consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by

the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed $262,559 in fiscal year 2017-2018. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

Program Income

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

4. Compliance With Laws

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

Administrative Requirements/Financial Management/Accounting Standards

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

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017 and shall end its performance June 30, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be

reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

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

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

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

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

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

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

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

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

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

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

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

12. Termination

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

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

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

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

13. Amendments

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

14. Administration

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

15. Evaluation

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

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

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

16. Governing Law

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

17. Reversion of Assets

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

18. Breach of Agreement

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

being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

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

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the

obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

21. Entire Agreement

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

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

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

Date: _____

ATTEST:

By: _____
Sonia Alvarez, City Clerk

Date: _____

THE CITY OF MADERA ENGINEERING DEPARTMENT:

By: _____
Keith Helmuth, City Engineer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Brent Richardson, City Attorney

Date: _____

RECEIVED
3-16-17

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PEDESTRIAN SAFETY AND TRAFFIC SIGNAL
AT YOSEMITE AVENUE AND ELM STREET INTERSECITON
PROPOSAL FORM
2017/2018

DATE SUBMITTED: March 16, 2017

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Engineering Department

   Address: 205 W. Fourth Street Madera, Ca. 93637

   Contact Person: Rosalva Ramirez Phone: (559) 661-5418

   Concurrence:
   Keith B. Helmuth, City Engineer

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

   The proposed project will make safety, accessibility and traffic improvements to the Yosemite and Elm intersection in the City of Madera. This will include the construction and installation of a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of Yosemite Avenue and incorporate a pedestrian crosswalk. These improvements will help mitigate the current and future traffic congestion and provide additional pedestrian safety measures to facilitate access to the various commercial services located adjacent to the intersection, for area residents.

2. Need (Explain why project is needed.):

   The existing intersection has Elm Street meeting Yosemite Avenue at a 'T' with only right turns allowed from Elm Street onto Yosemite Avenue. In 2006 a traffic analysis was conducted as part of the requirements for the Sugar Pine Village Development, now the Crossroads Shopping Center. The results of this analysis showed that with the projected traffic volumes, the existing intersection would not function adequately. The study recommended the installation of a traffic signal to address the congestion and safety issues. The new signal would allow for right and left turns onto Yosemite Avenue from Elm Street as well as provide time for pedestrians to cross Elm Street and Yosemite Avenue.

The proposed pedestrian improvements would provide a much-needed path for residents to access the commercial establishments located adjacent to the project. The area surrounding the project has a high low-income population that regularly use the local grocery store, Rancho San Miguel, the Pharmacy and other services in the shopping center at this location. Currently the nearest crosswalks (both signalized) are about 900 feet to the east and 3,400 feet to the west. This project would respond to the highly prioritized community need presented in the five-year consolidated plan; specifically, under: Item #1 making street improvements, Item #3 making sidewalk improvements as well as Item #11 improving ADA accessibility to public facilities.

This project was previously advertised and set to begin construction in 2013; however, due to the dissolution of the Redevelopment Agency (RDA), the project was postponed. Since 2013, the residential and commercial development in the area has continued to grow given area residents' increased demand for services. The traffic volumes and the number of projected pedestrians to use the intersection continues to increase which create not only congestions issues but increase the risk of traffic and pedestrian accidents.

Given the time that has elapsed since the project was originally planned in 2006 until now and additional requirements established by Caltrans, the cost of this signal is substantially more than that which was originally planned. The City has not been able to cover the cost of these improvements since then. Thus, without a meaningful source of funding; such as CDBG, the City must continue to delay or cancel this much-needed project. The City has diligently worked on preparing this project for construction, anticipating applying and obtaining CDBG funding and working to secure additional City funds.

These improvements would not only provide a safe and adequate intersection for drivers and pedestrians, but also would promote and support local businesses; thereby continue to reduce blithe in the neighborhood and support the service needs of community residents, including many seniors and disabled folks that utilize walkers and wheelchairs. Residents would have greater and safer access to the multiple services in the adjacent commercial developments as well as access to the bus stop found near the intersection.

3. Estimated cost of project and source of estimate (if available): $ 650,000.00

The engineer's estimate including the bread down of costs for construction management and inspection is attached.

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The pedestrian facilities as part of the traffic signal project will be funded by the available development impact funds. These funds are limited and are used for reimbursements of development projects. The fund would provide $250,000 for the project with a need of $400,000 from the CDBG grant.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

The City anticipates receiving final approval from Caltrans shortly in April or May. With this approval, the project is ready for advertisement and construction as soon as the CDBG funds are approved. Please see the attached project schedule for construction.

5. What measureable goals will your program deliver?

The project will create an intersection with the capacity to effectively and safely support the current and projected traffic volumes for the residents in close proximity to the intersection.

6. What are the project's expected outcomes? How are the outcomes assessed?

There are two outcomes. First, a protected pedestrian crossing on a State Highway will be provided where none previously existed. Pedestrian crossings at traffic signals represent the highest level of protection and safety as borne out in innumerable traffic engineering publications. Second, increase the capacity of the intersection. This is assessed by determining the level of service of the intersection. With the installation of this traffic signal the intersection will operate at an acceptable level of service.

7. What National Objective does your program meet?

The pedestrian and intersection improvements meet the following national objectives:

1. **The project is in a low-income area**
2. **The project is adding improvements that encourage future development on vacant lots in the area and eliminate the blight.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

The traffic signal is a much-needed public improvement. The project not only includes the improvements to the street and intersection but will also enhance the current pedestrian facilities as well as improve ADA accessibility.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

There are no historical sites in the project area that would be affected.

a. How old is the affected structure? **NA**

b. Will this project affect an historically significant (or potentially historic) structure? **NA**

2. Archeological:

a. Will this project involve any ground disturbance?

The project will cause minimal ground disturbance as required to install the signal pole bases and electrical conduit.

b. If so, how deep will excavation be and what is the volume of earth to be moved?

NA

3. Water:

a. Does this project involve a sewer or water system?

No existing sewer or water systems will be disturbed due to this project.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

a. Number of persons served annually:

The project is in the CDBG qualifying census tract 9. Referencing to the 2015 census the project will positively benefit approximately 9,359 low to moderate income residents in the surrounding neighborhoods.

b. Service Area:

Number of City residents served annually:

Approximately 9,359 residents in the surrounding area would benefit from the proposed improvements and pedestrian facilities at Yosemite Avenue and Elm Street.

Number of persons with disabilities or seniors served:

The traffic signal would provide a controlled intersection for the numerous seniors, disabled, and access to the transit systems that service the senior and disabled in the community. This project would provide safe access to the adjacent businesses and community centers. A few of the businesses in the immediate area include a community church, grocery stores, pharmacy and restaurants. Yosemite Avenue is also a main access street to the schools and community center located south of Yosemite Avenue at Tozer Street.

2. How will the proposed project prevent or eliminate slums or blight?

The proposed project is in a low-income area with vacant lots on the north and west side of the intersection that are creating blight in the area. With the increase in traffic volumes brought on by the adjacent shopping center the existing intersection is functioning at a low capacity. Construction of the crosswalk improvements would aid in creating a more attractive setting for future development and the associated traffic demands within this census tract.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

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

   The improvements are essential to current efforts underway to revitalize the City's downtown area. The shopping center at this location was a project brought forth by the RDA to improve the low-income area and bring much needed facilities to the neighbors. Please see that the attached letter of support from the RDA.

2. Note complaints that have been received, etc.

   The RDA gauged the need for the original project through community interactions in 2008. The pedestrian and intersection improvements were always a part of that original plan presented to the residents.

3. Evidence of collaboration with other agencies within the community.

   The City of Madera is working closely with Caltrans in the design of this project. Caltrans is supportive of the pedestrian and ADA improvements on Yosemite Avenue as a State Highway. Members of the Madera County Transportation Commission (MCTC) have voiced their concerns regarding the safety and traffic conditions of this intersections at various MCTC meetings. The Madera Fire Department is also in favor the of the safety improvements that this project will provide. Please see that the attached letter of supports from the Madera Fire Department and the Madera County Supervisor attached.

Please see the eligible CDBG Census Tract map below.

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**March 16, 2017, 5:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com

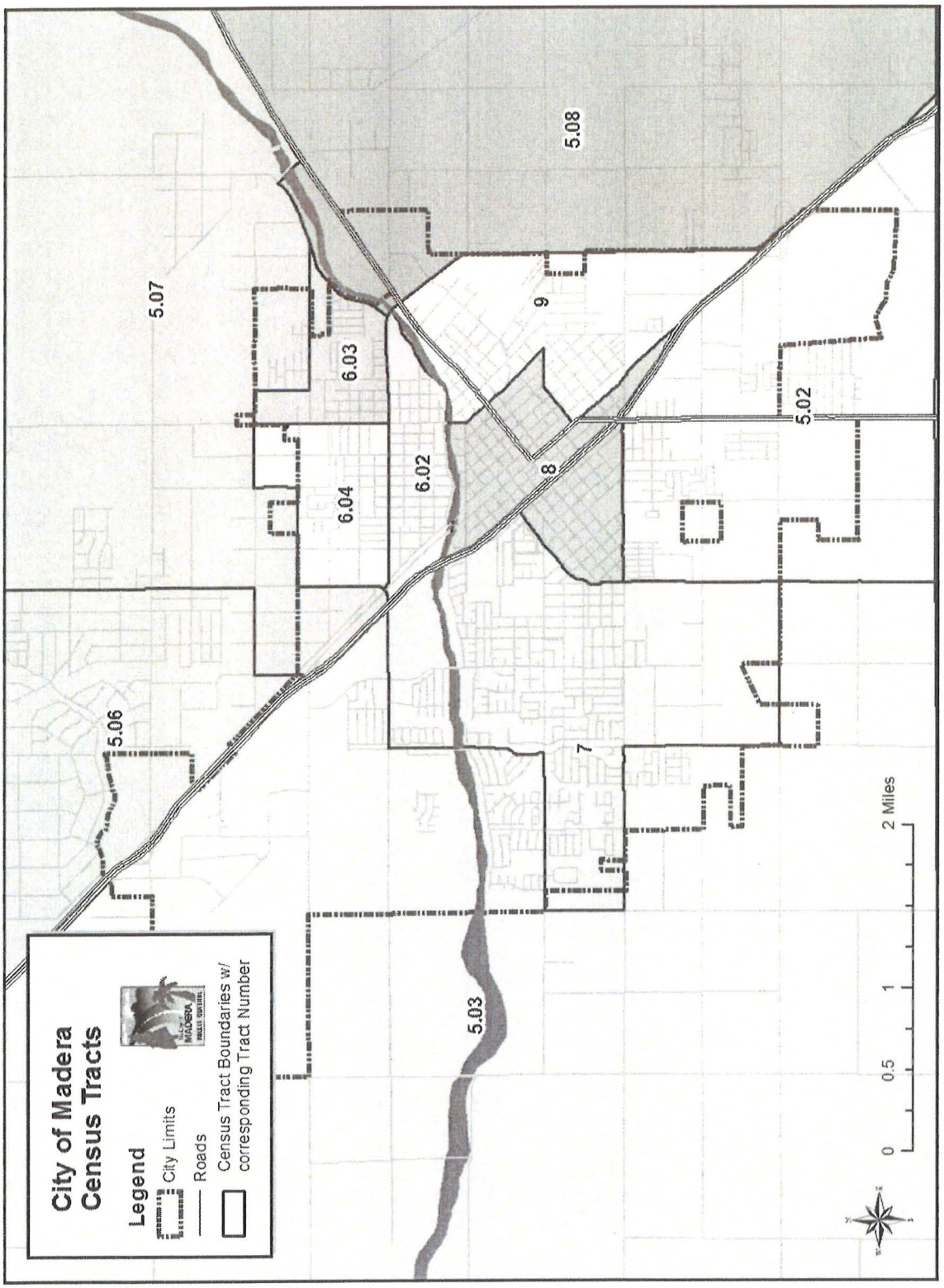
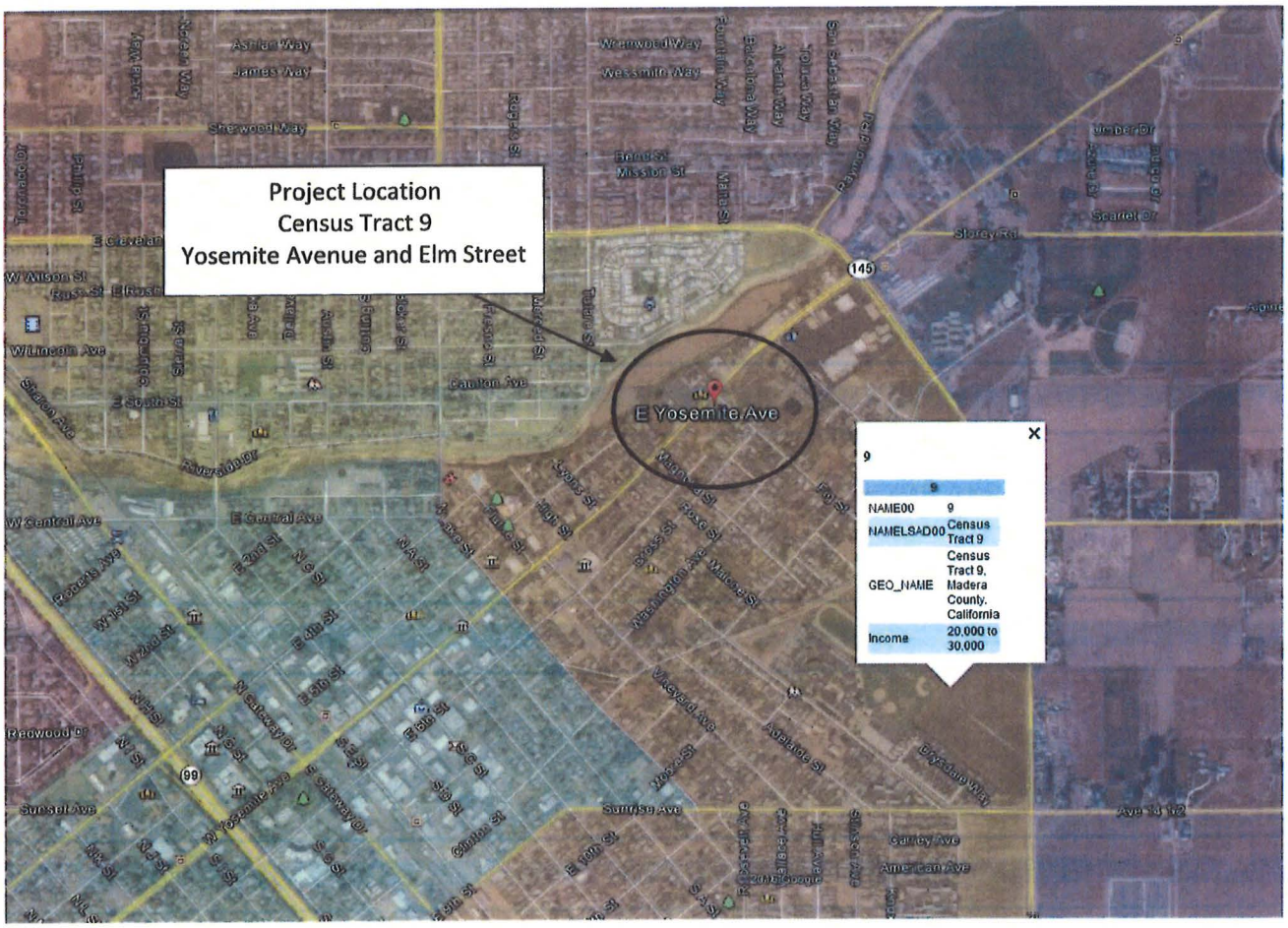

City of Madera
Census Tracts
Legend
City Limits
Roads
Census Tract Boundaries w/
corresponding Tract Number
5.07
5.08
6.03
6.04
6.02
5.06
5.03
9
8
7
5.02
0
0.5
1
2 Miles

Exhibit A

CDBG

YOSEMITE AVENUE AND ELM STREET TRAFFIC SIGNAL

PROJECT LOCAITON MAP



CDBG PROJECT SCHEDULE FOR
E. Yosemite Avenue (SR 145) & Elm Avenue Traffic Signal
RDA Project No. 15-01

Item of Work	Date
Finalize Caltrans Permit	March-17
Advertise construction of project	June-17
Opend Bids	July-17
Beginning Construction	August/ September 2017
Allow for 90 day construction period	September- December 2017
Finalize Construction	January/February 2018
Submit project to the City Council Acceptance	March/April 2018

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Successor Agency
to the former Madera Redevelopment Agency

428 East Yosemite Avenue
Madera, California, 93638
Phone: (559) 661-5110
Fax: (559) 674-7018

March 7, 2017

City of Madera
Keith Helmuth, City Engineer
Engineering Division
205 West Fourth Street
Madera, CA 93637

Subject: Construction of a new Traffic Signal at Yosemite Avenue and Elm Street

Mr. Helmuth,

The neighborhood surrounding Yosemite Avenue and Elm Street is currently using an inadequate intersection.

The Madera Redevelopment Agency prior to its dissolution had invested a great deal of time and resources to the betterment and development of East Yosemite Avenue/HWY 145 corridor. Dilapidated, blighted structures have been purchased and abated. Underground storage tanks have been removed and extensive mitigation perform. The Crossroads shopping center was developed. Today the Successor Redevelopment Agency remains involved in this area as it serves an important sector of the City/County. The intersection at Yosemite and Elm in its current state has significant limitations. Negative Traffic patterns are emerging. One example is where the left turn onto Yosemite is not possible a right turn and immediate U turn is now taking place.

The signal at this intersection was always a goal of the Agency. As an Agency deeply invested in that area we would stress that our citizens, local businesses and their customers would benefit greatly from the construction of a functional intersection.

At this time the Successor Agency to the Former Madera Redevelopment Agency would like to support the proposed "Construction of a new Traffic Signal at Yosemite and Elm Avenue."

Sincerely,

Bob Wilson
Redevelopment Manager

Exhibit A

NANCY B. KOEPERICH
Fire Chief

DAVE ALLEN
Division Chief

JAMES FORGA
Battalion Chief

MADERA CITY FIRE DEPARTMENT

200 4th Street • Madera, CA 93637 Phone: 559.675.7799 Fax: 559.297.3415

March 13, 2017

City of Madera
Engineering Division
205 West Fourth Street
Madera, Ca. 93637

Subject: Construction of a new Traffic Signal at Yosemite Avenue and Elm Street

To whom it may concern,

The neighborhood surrounding Yosemite Avenue and Elm Street is currently using an inadequate intersection. The Madera City Fire Department responds to all types of emergencies throughout the city of Madera. As an emergency responding agency for the area, our citizens as well as our staff would benefit from the construction of a functional intersection. Safety for the responders and safety for the citizens.

CALFIRE/Madera City Fire Department would like to support the proposed "Construction of a new Traffic Signal at Yosemite Avenue and Elm Street."

Sincerely,

James Forga
Battalion Chief
Madera City Fire Department

BOARD OF SUPERVISORS
COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

MAX RODRIGUEZ
SUPERVISOR, DISTRICT 4

March 16, 2017

City of Madera
Engineering Division
205 W. Fourth St.
Madera, CA 93637

RE: CONSTRUCTION OF A NEW TRAFFIC SIGNAL AT YOSEMITE AVENUE AND ELM STREET

To Whom It May Concern:

I am pleased to offer my support for the proposed construction of a new traffic signal at Yosemite Avenue and Elm Street. As a lifelong resident of the City of Madera and supervisor representing district four, I share numerous concerns about the welfare of our pedestrians, motorists, and cyclists at this unsafe intersection. Traffic signals offer the maximum degree of control at intersections. They are a valuable device for improving safety and efficiency of both pedestrian and vehicular traffic. Constructing a traffic signal would provide a permanent solution to what is currently an inadequate crossing and would likely prevent serious injuries or loss of life.

For these reasons, I strongly support the placement of a new traffic signal at the Yosemite Avenue and Elm Street intersection and hope you will consider the incalculable impacts it would have on our city. If you have any questions regarding this recommendation, please do not hesitate to contact me at 559-662-6040 or maxr@madera-county.com. Thank you for your consideration.

Respectfully,

Max Rodriguez,
Supervisor District 4

Exhibit A

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2017 to June 30, 2018

NAME OF ORGANIZATION: **City of Madera Engineering Department**
205 W. Fourth Street
Madera, CA 93637

PROJECT TITLE: **Yosemite Ave. and Elm St. Traffic Signal**

QUARTER AND YEAR OF REPORT: _____, 20__

I. **Describe the current status of activity.**

II. **Describe activities to be undertaken in the next reporting period.**

III. **Describe problems and/or delays encountered and course of action taken.**

IV. **What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2018?**

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

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

	A	B	C	D	E	F
1	**CDBG ESTIMATE FOR**					
2	**E. Yosemite Avenue (SR 145) & Elm Avenue Traffic Signal Installation**					
3	**City Project No. 17-02, CDBG Project No. B17MC060053**					
	EXHIBIT B					
5						
6	**Item**	**Description**	**Unit of Measure**	**Approx. Quantity**	**Unit Price ($)**	**Total Amount**
7	1	Mobilization, Bonds, Insurance & Permits (not to exceed $20,000)	LS	1	$20,000.00	$20,000.00
8	2	Caltrans Encroachment Permit No. 0617-NSN-0224	LS	1	$5,000.00	$5,000.00
9	3	Water Pollution Control Plan (WPCP/Dust Control)	LS	1	$2,000.00	$2,000.00
10	4	Caltrans & City Traffic Control,Detours & Signage	LS	1	$15,000.00	$15,000.00
11	5	Clearing & Grubbing Removal & Disposal	LS	1	$5,000.00	$5,000.00
12	6	Saw Cut Asphalt and Concrete Surfaces	LS	1	$3,000.00	$3,000.00
13	7	Demolition of Existing Median Island & Existing AC Pavement	LS	1	$15,000.00	$15,000.00
14	8	Demolition of Existing Concrete Sidewalk, Curb and Gutter & Existing AC Pavement	LS	1	$5,000.00	$5,000.00
15	9	Remove Existing Striping & Markings	LS	1	$3,000.00	$3,000.00
16	10	Construct 18" Median Island Concrete Curb & Median Nose	LF	200	$35.00	$7,000.00
17	11	Median Island Stamped Concrete (brick red)	SF	850	$15.00	$12,750.00
18	12	Construct A2-6" Concrete Curb and Gutter	LF	70	$35.00	$2,450.00
19	13	Construct Case A Curb Ramps with Truncated Domes & Sidewalk	SF	1000	$20.00	$20,000.00
20	14	Construct Case C Curb Ramps with Curb & Truncated Domes	EA	1	$5,000.00	$5,000.00
21	15	Roadway Grading, Backfill, Compaction and Subgrade Preparation	LS	1	$10,000.00	$10,000.00
22	16	Class 2 Aggregate Base	Tons	250	$80.00	$20,000.00
23	17	AC Paving & Fog Seal - Type A	Tons	200	$150.00	$30,000.00
24	18	Caltrans Type F - 4" HMA Dike	LF	40	$80.00	$3,200.00
25	19	Slurry Seal Application - Type II	LS	1	$15,000.00	$15,000.00
26	20	Provide New Traffic Striping, Markings & Signage	LS	1	$5,000.00	$5,000.00
27	21	Provide and Install Traffic Signal Pole Caltrans Type 19-4-100	EA	1	$20,000.00	$20,000.00
28	22	Provide and Install Traffic Signal Pole Caltrans Type 26-4-100	EA	1	$15,000.00	$15,000.00
29	23	Provide and Install Traffic Signal Pole Caltrans Type 18-4-100	EA	1	$20,000.00	$20,000.00
30	24	Provide and Install Traffic Signal Pole Caltrans Type 15-TS	EA	1	$15,000.00	$15,000.00
31	25	Provide and Install Traffic Signal Pole Caltrans Type 1A	EA	1	$15,000.00	$15,000.00
32	26	Provide and Install 165W - LED Street Lights	EA	3	$5,000.00	$15,000.00
33	27	Install Caltrans Furnished Equipment Model 2070E Controller, 332 Cabinet, Battery Backup System & Programming	LS	1	$25,000.00	$25,000.00
34	28	Provide & Install A Complete and Operating Traffic Signal inclusive of Required Conduits, Wiring, Pull Boxes and Required Connections	LS	1	$80,000.00	$80,000.00
35	29	Provide & Install 120/240V Electrical Service Meter w. Service Equipment Enclosure	LS	1	$5,000.00	$5,000.00
36	30	Provide & Install 100A/120V Electrical Service Meter w. Service Equipment Enclosure	LS	1	$5,000.00	$5,000.00
37	31	Provide and Install Traffic Signal Type D Loops, Wiring & Pull Boxes	EA	6	$2,000.00	$12,000.00

	A	B	C	D	E	F
38	32	Provide and Install Traffic Signal Type E Loops, Conduit, Wiring & Pull Boxes	EA	10	$2,000.00	$20,000.00
39	33	Provide and Install Traffic Signal Right Turn Loop, Conduit, Wiring & Pull Boxes	EA	1	$2,000.00	$2,000.00
40	34	Provide and Install Pedestrian Signals and Pedestrian Push Buttons	LS	1	$10,000.00	$10,000.00
41	35	Provide and Install Caltrans Camera System	EA	1	$15,000.00	$15,000.00
42	36	Provide & Install Emergency Vehicle Preemption	LS	1	$5,000.00	$5,000.00
43	37	Provide & Install Barricades	EA	5	$1,000.00	$5,000.00
44	38	Provide & Install Street Name Signs (3)	LS	1	$2,000.00	$2,000.00
45	39	Miscellaneous Work (not to exceed $5,000)	LS	1	$5,000.00	$5,000.00
46					**Bid Item Total**	**$494,400.00**
47					**Construction Contingency 10%**	**$49,440.00**
48					**Construction Total**	**$543,840.00**
49					**Construction Management and Inspection 10%**	**$49,440.00**
50					**Project Total Cost**	**$593,280.00**
51					**DIF: 45264 Traffic Signal Impact Fees - funds available**	**$390,000.00**
52					**CDBG Funds requested**	**$262,559.00**
53					**Total Project Funding**	**$652,559.00**
54		**September 7, 2017**				

Exhibit B

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice CPD- 00-10

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

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

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

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

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

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

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

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

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

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

IV. The Architectural Barriers Act of 1968

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

V. HUD Resources Available Concerning Section 504

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

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

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

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ATTACHMENT F

CITY OF MADERA ENGINEERING DEPARTMENT

EAST YOSEMITE AVENUE AND ELM STREET TRAFFIC SIGNAL

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2017.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Engineering Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

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

WHEREAS, the Madera City Council has determined a project to construct and install a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of Yosemite Avenue and incorporate a pedestrian crosswalk thereby improving safety, accessibility and traffic circulation at the Yosemite and Elm intersection eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate first response to emergencies and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to purchase and install air conditioning and heating consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by

the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed $262,559 in fiscal year 2017-2018. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

Program Income

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

4. Compliance With Laws

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

Administrative Requirements/Financial Management/Accounting Standards

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

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017 and shall end its performance June 30, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be

reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

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

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

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

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

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

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

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

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR'S staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'S failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement

being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the

obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

Date: _____

ATTEST:

By: _____
Sonia Alvarez, City Clerk

Date: _____

THE CITY OF MADERA ENGINEERING DEPARTMENT:

By: _____
Keith Helmuth, City Engineer

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Brent Richardson, City Attorney

Date: _____

RECEIVED
3-16-17

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PEDESTRIAN SAFETY AND TRAFFIC SIGNAL
AT YOSEMITE AVENUE AND ELM STREET INTERSECITON
PROPOSAL FORM
2017/2018

DATE SUBMITTED: March 16, 2017

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Engineering Department

   Address: 205 W. Fourth Street Madera, Ca. 93637

   Contact Person: Rosalva Ramirez Phone: (559) 661-5418

   Concurrence:
   Keith B. Helmuth, City Engineer

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

   The proposed project will make safety, accessibility and traffic improvements to the Yosemite and Elm intersection in the City of Madera. This will include the construction and installation of a new traffic signal with an audible push button activation and countdown pedestrian signal head to allow for ADA compliance, construction of ADA compliant ramps on both sides of Yosemite Avenue and incorporate a pedestrian crosswalk. These improvements will help mitigate the current and future traffic congestion and provide additional pedestrian safety measures to facilitate access to the various commercial services located adjacent to the intersection, for area residents.

2. Need (Explain why project is needed.):

   The existing intersection has Elm Street meeting Yosemite Avenue at a 'T' with only right turns allowed from Elm Street onto Yosemite Avenue. In 2006 a traffic analysis was conducted as part of the requirements for the Sugar Pine Village Development, now the Crossroads Shopping Center. The results of this analysis showed that with the projected traffic volumes, the existing intersection would not function adequately. The study recommended the installation of a traffic signal to address the congestion and safety issues. The new signal would allow for right and left turns onto Yosemite Avenue from Elm Street as well as provide time for pedestrians to cross Elm Street and Yosemite Avenue.

The proposed pedestrian improvements would provide a much-needed path for residents to access the commercial establishments located adjacent to the project. The area surrounding the project has a high low-income population that regularly use the local grocery store, Rancho San Miguel, the Pharmacy and other services in the shopping center at this location. Currently the nearest crosswalks (both signalized) are about 900 feet to the east and 3,400 feet to the west. This project would respond to the highly prioritized community need presented in the five-year consolidated plan; specifically, under: Item #1 making street improvements, Item #3 making sidewalk improvements as well as Item #11 improving ADA accessibility to public facilities.

This project was previously advertised and set to begin construction in 2013; however, due to the dissolution of the Redevelopment Agency (RDA), the project was postponed. Since 2013, the residential and commercial development in the area has continued to grow given area residents' increased demand for services. The traffic volumes and the number of projected pedestrians to use the intersection continues to increase which create not only congestions issues but increase the risk of traffic and pedestrian accidents.

Given the time that has elapsed since the project was originally planned in 2006 until now and additional requirements established by Caltrans, the cost of this signal is substantially more than that which was originally planned. The City has not been able to cover the cost of these improvements since then. Thus, without a meaningful source of funding; such as CDBG, the City must continue to delay or cancel this much-needed project. The City has diligently worked on preparing this project for construction, anticipating applying and obtaining CDBG funding and working to secure additional City funds.

These improvements would not only provide a safe and adequate intersection for drivers and pedestrians, but also would promote and support local businesses; thereby continue to reduce blithe in the neighborhood and support the service needs of community residents, including many seniors and disabled folks that utilize walkers and wheelchairs. Residents would have greater and safer access to the multiple services in the adjacent commercial developments as well as access to the bus stop found near the intersection.

3. Estimated cost of project and source of estimate (if available): $ 650,000.00

The engineer's estimate including the bread down of costs for construction management and inspection is attached.

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The pedestrian facilities as part of the traffic signal project will be funded by the available development impact funds. These funds are limited and are used for reimbursements of development projects. The fund would provide $250,000 for the project with a need of $400,000 from the CDBG grant.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

The City anticipates receiving final approval from Caltrans shortly in April or May. With this approval, the project is ready for advertisement and construction as soon as the CDBG funds are approved. Please see the attached project schedule for construction.

5. What measureable goals will your program deliver?

The project will create an intersection with the capacity to effectively and safely support the current and projected traffic volumes for the residents in close proximity to the intersection.

6. What are the project's expected outcomes? How are the outcomes assessed?

There are two outcomes. First, a protected pedestrian crossing on a State Highway will be provided where none previously existed. Pedestrian crossings at traffic signals represent the highest level of protection and safety as borne out in innumerable traffic engineering publications. Second, increase the capacity of the intersection. This is assessed by determining the level of service of the intersection. With the installation of this traffic signal the intersection will operate at an acceptable level of service.

7. What National Objective does your program meet?

The pedestrian and intersection improvements meet the following national objectives:

1. **The project is in a low-income area**
2. **The project is adding improvements that encourage future development on vacant lots in the area and eliminate the blight.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

The traffic signal is a much-needed public improvement. The project not only includes the improvements to the street and intersection but will also enhance the current pedestrian facilities as well as improve ADA accessibility.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

There are no historical sites in the project area that would be affected.

a. How old is the affected structure? **NA**

b. Will this project affect an historically significant (or potentially historic) structure? **NA**

2. Archeological:

a. Will this project involve any ground disturbance?

The project will cause minimal ground disturbance as required to install the signal pole bases and electrical conduit.

b. If so, how deep will excavation be and what is the volume of earth to be moved?

NA

3. Water:

a. Does this project involve a sewer or water system?

No existing sewer or water systems will be disturbed due to this project.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

a. Number of persons served annually:

The project is in the CDBG qualifying census tract 9. Referencing to the 2015 census the project will positively benefit approximately 9,359 low to moderate income residents in the surrounding neighborhoods.

b. Service Area:

Number of City residents served annually:

Approximately 9,359 residents in the surrounding area would benefit from the proposed improvements and pedestrian facilities at Yosemite Avenue and Elm Street.

Number of persons with disabilities or seniors served:

The traffic signal would provide a controlled intersection for the numerous seniors, disabled, and access to the transit systems that service the senior and disabled in the community. This project would provide safe access to the adjacent businesses and community centers. A few of the businesses in the immediate area include a community church, grocery stores, pharmacy and restaurants. Yosemite Avenue is also a main access street to the schools and community center located south of Yosemite Avenue at Tozer Street.

2. How will the proposed project prevent or eliminate slums or blight?

The proposed project is in a low-income area with vacant lots on the north and west side of the intersection that are creating blight in the area. With the increase in traffic volumes brought on by the adjacent shopping center the existing intersection is functioning at a low capacity. Construction of the crosswalk improvements would aid in creating a more attractive setting for future development and the associated traffic demands within this census tract.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

   The improvements are essential to current efforts underway to revitalize the City's downtown area. The shopping center at this location was a project brought forth by the RDA to improve the low-income area and bring much needed facilities to the neighbors. Please see that the attached letter of support from the RDA.

2. Note complaints that have been received, etc.

   The RDA gauged the need for the original project through community interactions in 2008. The pedestrian and intersection improvements were always a part of that original plan presented to the residents.

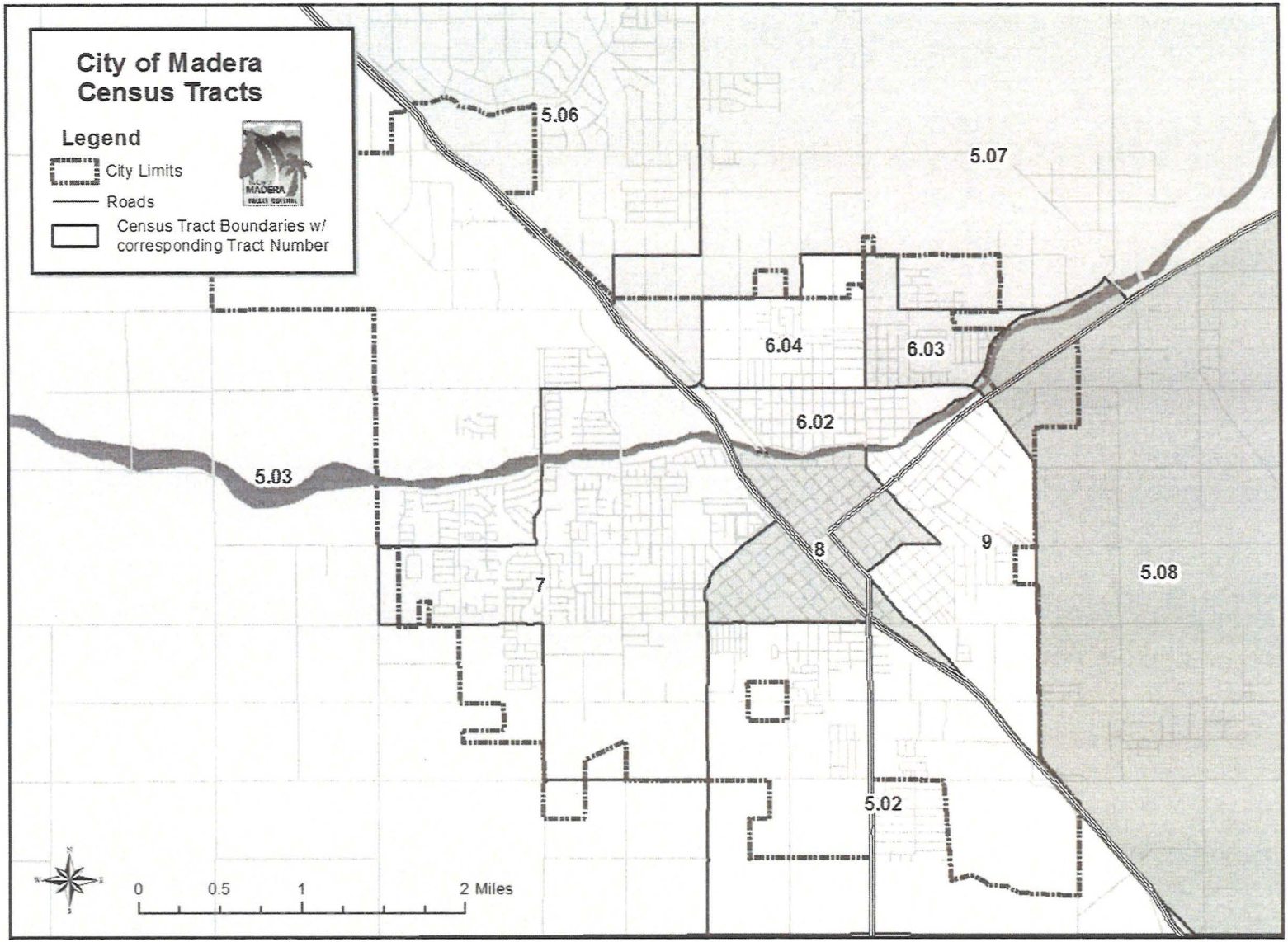
3. Evidence of collaboration with other agencies within the community.

   The City of Madera is working closely with Caltrans in the design of this project. Caltrans is supportive of the pedestrian and ADA improvements on Yosemite Avenue as a State Highway. Members of the Madera County Transportation Commission (MCTC) have voiced their concerns regarding the safety and traffic conditions of this intersections at various MCTC meetings. The Madera Fire Department is also in favor the of the safety improvements that this project will provide. Please see that the attached letter of supports from the Madera Fire Department and the Madera County Supervisor attached.

Please see the eligible CDBG Census Tract map below.

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**March 16, 2017, 5:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com

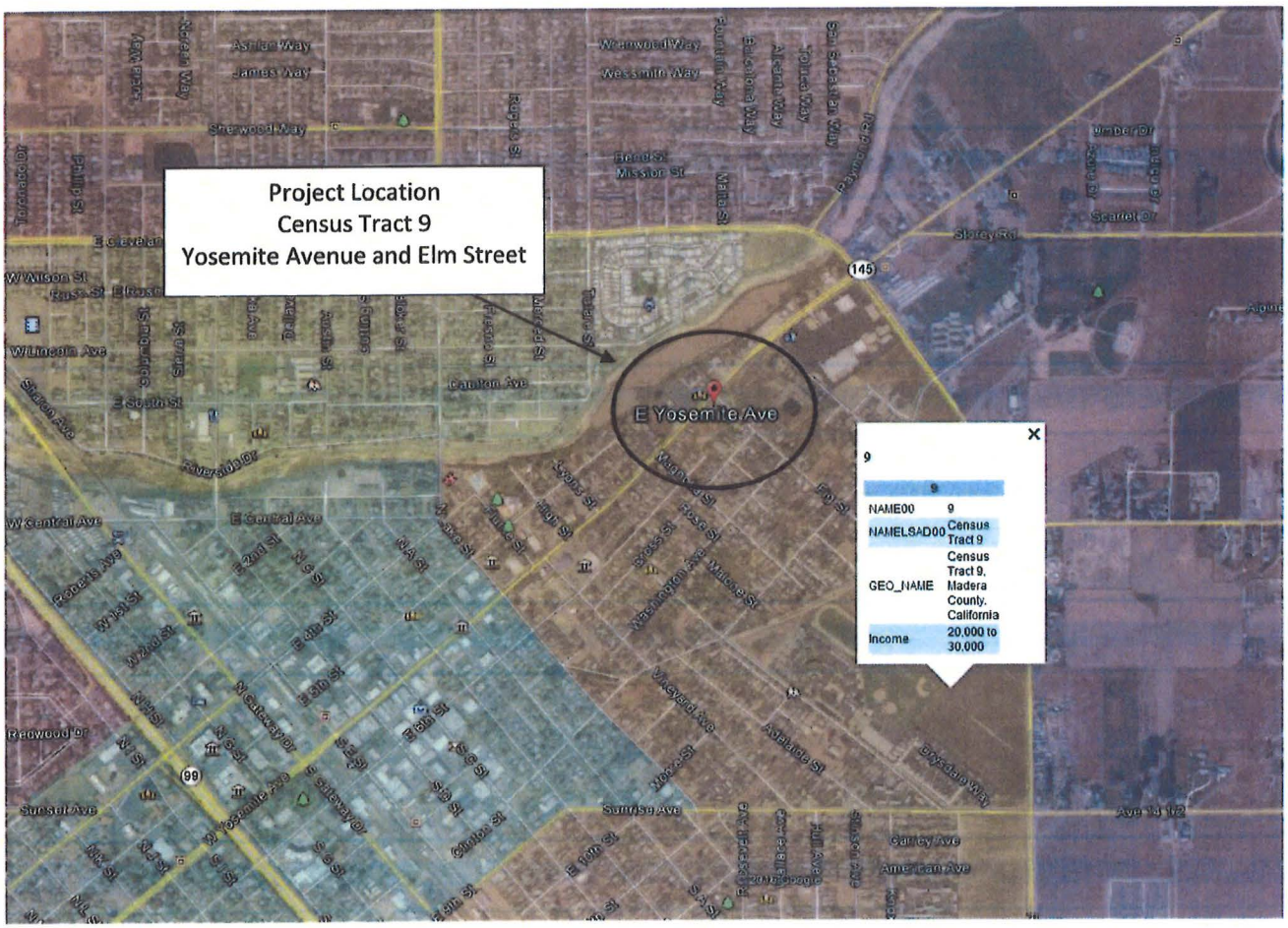
Exhibit A


City of Madera
Census Tracts
Legend
City Limits
Roads
Census Tract Boundaries w/
corresponding Tract Number
5.06
5.07
6.04
6.03
6.02
5.03
8
9
5.08
7
5.02
0
0.5
1
2 Miles

CDBG

YOSEMITE AVENUE AND ELM STREET TRAFFIC SIGNAL

PROJECT LOCAITON MAP



CDBG PROJECT SCHEDULE FOR
E. Yosemite Avenue (SR 145) & Elm Avenue Traffic Signal
RDA Project No. 15-01

Item of Work	Date
Finalize Caltrans Permit	March-17
Advertise construction of project	June-17
Opend Bids	July-17
Beginning Construction	August/ September 2017
Allow for 90 day construction period	September- December 2017
Finalize Construction	January/February 2018
Submit project to the City Council Acceptance	March/April 2018

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Successor Agency
to the former Madera Redevelopment Agency

428 East Yosemite Avenue
Madera, California, 93638
Phone: (559) 661-5110
Fax: (559) 674-7018

March 7, 2017

City of Madera
Keith Helmuth, City Engineer
Engineering Division
205 West Fourth Street
Madera, CA 93637

Subject: Construction of a new Traffic Signal at Yosemite Avenue and Elm Street

Mr. Helmuth,

The neighborhood surrounding Yosemite Avenue and Elm Street is currently using an inadequate intersection.

The Madera Redevelopment Agency prior to its dissolution had invested a great deal of time and resources to the betterment and development of East Yosemite Avenue/HWY 145 corridor. Dilapidated, blighted structures have been purchased and abated. Underground storage tanks have been removed and extensive mitigation perform. The Crossroads shopping center was developed. Today the Successor Redevelopment Agency remains involved in this area as it serves an important sector of the City/County. The intersection at Yosemite and Elm in its current state has significant limitations. Negative Traffic patterns are emerging. One example is where the left turn onto Yosemite is not possible a right turn and immediate U turn is now taking place.

The signal at this intersection was always a goal of the Agency. As an Agency deeply invested in that area we would stress that our citizens, local businesses and their customers would benefit greatly from the construction of a functional intersection.

At this time the Successor Agency to the Former Madera Redevelopment Agency would like to support the proposed "Construction of a new Traffic Signal at Yosemite and Elm Avenue."

Sincerely,

Bob Wilson
Redevelopment Manager

Exhibit A

NANCY B. KOEPERICH
Fire Chief

DAVE ALLEN
Division Chief

JAMES FORGA
Battalion Chief

MADERA CITY FIRE DEPARTMENT

200 4th Street • Madera, CA 93637 Phone: 559.675.7799 Fax: 559.297.3415

March 13, 2017

City of Madera
Engineering Division
205 West Fourth Street
Madera, Ca. 93637

Subject: Construction of a new Traffic Signal at Yosemite Avenue and Elm Street

To whom it may concern,

The neighborhood surrounding Yosemite Avenue and Elm Street is currently using an inadequate intersection. The Madera City Fire Department responds to all types of emergencies throughout the city of Madera. As an emergency responding agency for the area, our citizens as well as our staff would benefit from the construction of a functional intersection. Safety for the responders and safety for the citizens.

CALFIRE/Madera City Fire Department would like to support the proposed "Construction of a new Traffic Signal at Yosemite Avenue and Elm Street."

Sincerely,

James Forga
Battalion Chief
Madera City Fire Department

BOARD OF SUPERVISORS
COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

MAX RODRIGUEZ
SUPERVISOR, DISTRICT 4

March 16, 2017

City of Madera
Engineering Division
205 W. Fourth St.
Madera, CA 93637

RE: CONSTRUCTION OF A NEW TRAFFIC SIGNAL AT YOSEMITE AVENUE AND ELM STREET

To Whom It May Concern:

I am pleased to offer my support for the proposed construction of a new traffic signal at Yosemite Avenue and Elm Street. As a lifelong resident of the City of Madera and supervisor representing district four, I share numerous concerns about the welfare of our pedestrians, motorists, and cyclists at this unsafe intersection. Traffic signals offer the maximum degree of control at intersections. They are a valuable device for improving safety and efficiency of both pedestrian and vehicular traffic. Constructing a traffic signal would provide a permanent solution to what is currently an inadequate crossing and would likely prevent serious injuries or loss of life.

For these reasons, I strongly support the placement of a new traffic signal at the Yosemite Avenue and Elm Street intersection and hope you will consider the incalculable impacts it would have on our city. If you have any questions regarding this recommendation, please do not hesitate to contact me at 559-662-6040 or maxr@madera-county.com. Thank you for your consideration.

Respectfully,

Max Rodriguez,
Supervisor District 4

Exhibit A

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2017 to June 30, 2018

NAME OF ORGANIZATION: **City of Madera Engineering Department**
205 W. Fourth Street
Madera, CA 93637

PROJECT TITLE: **Yosemite Ave. and Elm St. Traffic Signal**

QUARTER AND YEAR OF REPORT: _____, 20__

I. **Describe the current status of activity.**

II. **Describe activities to be undertaken in the next reporting period.**

III. **Describe problems and/or delays encountered and course of action taken.**

IV. **What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2018?**

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15, AND JULY 15. RETURN THE REPORTS TO:

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

	A	B	C	D	E	F
1	**CDBG ESTIMATE FOR**					
2	**E. Yosemite Avenue (SR 145) & Elm Avenue Traffic Signal Installation**					
3	**City Project No. 17-02, CDBG Project No. B17MC060053**					
	EXHIBIT B					
5						
6	**Item**	**Description**	**Unit of Measure**	**Approx. Quantity**	**Unit Price ($)**	**Total Amount**
7	1	Mobilization, Bonds, Insurance & Permits (not to exceed $20,000)	LS	1	$20,000.00	$20,000.00
8	2	Caltrans Encroachment Permit No. 0617-NSN-0224	LS	1	$5,000.00	$5,000.00
9	3	Water Pollution Control Plan (WPCP/Dust Control)	LS	1	$2,000.00	$2,000.00
10	4	Caltrans & City Traffic Control,Detours & Signage	LS	1	$15,000.00	$15,000.00
11	5	Clearing & Grubbing Removal & Disposal	LS	1	$5,000.00	$5,000.00
12	6	Saw Cut Asphalt and Concrete Surfaces	LS	1	$3,000.00	$3,000.00
13	7	Demolition of Existing Median Island & Existing AC Pavement	LS	1	$15,000.00	$15,000.00
14	8	Demolition of Existing Concrete Sidewalk, Curb and Gutter & Existing AC Pavement	LS	1	$5,000.00	$5,000.00
15	9	Remove Existing Striping & Markings	LS	1	$3,000.00	$3,000.00
16	10	Construct 18" Median Island Concrete Curb & Median Nose	LF	200	$35.00	$7,000.00
17	11	Median Island Stamped Concrete (brick red)	SF	850	$15.00	$12,750.00
18	12	Construct A2-6" Concrete Curb and Gutter	LF	70	$35.00	$2,450.00
19	13	Construct Case A Curb Ramps with Truncated Domes & Sidewalk	SF	1000	$20.00	$20,000.00
20	14	Construct Case C Curb Ramps with Curb & Truncated Domes	EA	1	$5,000.00	$5,000.00
21	15	Roadway Grading, Backfill, Compaction and Subgrade Preparation	LS	1	$10,000.00	$10,000.00
22	16	Class 2 Aggregate Base	Tons	250	$80.00	$20,000.00
23	17	AC Paving & Fog Seal - Type A	Tons	200	$150.00	$30,000.00
24	18	Caltrans Type F - 4" HMA Dike	LF	40	$80.00	$3,200.00
25	19	Slurry Seal Application - Type II	LS	1	$15,000.00	$15,000.00
26	20	Provide New Traffic Striping, Markings & Signage	LS	1	$5,000.00	$5,000.00
27	21	Provide and Install Traffic Signal Pole Caltrans Type 19-4-100	EA	1	$20,000.00	$20,000.00
28	22	Provide and Install Traffic Signal Pole Caltrans Type 26-4-100	EA	1	$15,000.00	$15,000.00
29	23	Provide and Install Traffic Signal Pole Caltrans Type 18-4-100	EA	1	$20,000.00	$20,000.00
30	24	Provide and Install Traffic Signal Pole Caltrans Type 15-TS	EA	1	$15,000.00	$15,000.00
31	25	Provide and Install Traffic Signal Pole Caltrans Type 1A	EA	1	$15,000.00	$15,000.00
32	26	Provide and Install 165W - LED Street Lights	EA	3	$5,000.00	$15,000.00
33	27	Install Caltrans Furnished Equipment Model 2070E Controller, 332 Cabinet, Battery Backup System & Programming	LS	1	$25,000.00	$25,000.00
34	28	Provide & Install A Complete and Operating Traffic Signal inclusive of Required Conduits, Wiring, Pull Boxes and Required Connections	LS	1	$80,000.00	$80,000.00
35	29	Provide & Install 120/240V Electrical Service Meter w. Service Equipment Enclosure	LS	1	$5,000.00	$5,000.00
36	30	Provide & Install 100A/120V Electrical Service Meter w. Service Equipment Enclosure	LS	1	$5,000.00	$5,000.00
37	31	Provide and Install Traffic Signal Type D Loops, Wiring & Pull Boxes	EA	6	$2,000.00	$12,000.00

	A	B	C	D	E	F
38	32	Provide and Install Traffic Signal Type E Loops, Conduit, Wiring & Pull Boxes	EA	10	$2,000.00	$20,000.00
39	33	Provide and Install Traffic Signal Right Turn Loop, Conduit, Wiring & Pull Boxes	EA	1	$2,000.00	$2,000.00
40	34	Provide and Install Pedestrian Signals and Pedestrian Push Buttons	LS	1	$10,000.00	$10,000.00
41	35	Provide and Install Caltrans Camera System	EA	1	$15,000.00	$15,000.00
42	36	Provide & Install Emergency Vehicle Preemption	LS	1	$5,000.00	$5,000.00
43	37	Provide & Install Barricades	EA	5	$1,000.00	$5,000.00
44	38	Provide & Install Street Name Signs (3)	LS	1	$2,000.00	$2,000.00
45	39	Miscellaneous Work (not to exceed $5,000)	LS	1	$5,000.00	$5,000.00
46					**Bid Item Total**	**$494,400.00**
47					**Construction Contingency 10%**	**$49,440.00**
48					**Construction Total**	**$543,840.00**
49					**Construction Management and Inspection 10%**	**$49,440.00**
50					**Project Total Cost**	**$593,280.00**
51					**DIF: 45264 Traffic Signal Impact Fees - funds available**	**$390,000.00**
52					**CDBG Funds requested**	**$262,559.00**
53					**Total Project Funding**	**$652,559.00**
54		**September 7, 2017**				

Exhibit B

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

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Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

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ATTACHMENT G

CITY OF MADERA ENGINEERING DEPARTMENT

WASHINGTON ELEMENTARY SCHOOL SIDEWALK PROJECT

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2017.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Engineering Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined a project to construct new, 5-foot-wide sidewalks with ADA compliant corner ramps and approaches on Lincoln Avenue, South Street and Austin Street adjacent to George Washington Elementary School are eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate first response to emergencies and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to purchase and install air conditioning and heating consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under

this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed $185,836 in fiscal year 2017-2018. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b) (3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24

CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2017 and shall end its performance June 30, 2018, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records

shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b) (5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR'S staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'S failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

Date: _____

THE CITY OF MADERA ENGINEERING DEPARTMENT:

By: _____
Keith Helmuth, City Engineer

Date: _____

ATTEST:

By: _____
Sonia Alvarez, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Brent Richardson, City Attorney

Date: _____

RECEIVED
3-16-17
9R

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
NEW SIDWALKS FOR A SAFE PATH OF TRAVEL
PROPOSAL FORM
2017/2018

DATE SUBMITTED: March 16, 2017

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Engineering Department

Address: 205 W. Fourth Street Madera, Ca. 93637

Contact Person: Rosalva Ramirez Phone: (559) 661-5418

Concurrence:
Keith B. Helmuth, City Engineer

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):
The proposed project involves the construction of new 5-foot-wide sidewalks with ADA compliant corner ramps and approaches. The project is located on Lincoln Avenue, South Street, and Austin Street, adjacent to George Washington Elementary School. See location map attached.

2. Need (Explain why project is needed.):
Various locations throughout the City of Madera lack adequate sidewalks and pedestrian facilities. To more effectively address issues of installing sidewalk, the Engineering Department has previously submitted to the City Council for approval, a methodology for determining the location of new sidewalks projects. This methodology will prioritize locations as follows:

1. **Construction of sidewalks and wheel chair ramps shall to the greatest degree possible be installed along high pedestrian routes.**
2. **Priority shall be given to school walking routes on collector and arterial streets; elementary through high school in that order.**
3. **Commercial or retail areas along collector or arterial roads.**
4. **Residential neighborhoods where verifiable pedestrian safety concerns has been found.**
5. **Priorities may be adjusted as may be deemed necessary for competitiveness in grant applications.**

The area surrounding George Washington Elementary school consists of a patchwork of incomplete sidewalks and is considered a high priority location. The lack of sidewalks and ramps represents an unsafe path of travel for the many school children that attend the school. This project will begin to fill in the missing sidewalks along direct routes to the school while also providing ADA compliant corner ramps and adjust existing approaches as required.

3. Estimated cost of project and source of estimate (if available): $231,946

The engineer's estimate including the bread down of costs for construction management and inspection is attached.

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The sidewalks project will have additional funds provided by local transportation funds (LTF). These funds are limited and are used sparingly for various projects. The fund would provide $55,000 for the project with a need of $176,946 from the CDBG grant.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.
Upon approval of the CDBG funds, the City will immediately begin design on this project followed by construction. Please see the attached project schedule for design and construction.

5. What measureable goals will your program deliver?
The project will help in furthering our goal of creating safe and complete paths of travel for pedestrians and students. This goal is also included in a City document called the Vision 2025 Plan.

6. What are the project's expected outcomes? How are the outcomes assessed?
The outcomes include decreasing the probability of pedestrian accidents along these routes. By making sidewalks available, pedestrians will no longer feel the need to walk in the streets and interact with traffic which in turn reduces the risk of pedestrian accidents.

7. What National Objective does your program meet?
The pedestrian and intersection improvements meet the following national objectives:
   1. **The project is in a low-income area that utilizes the local school.**
   2. **The project would eliminate blight in the area by constructing sidewalk where dirt and weeds are present.**
   3. **The project has a direct need to provide sidewalks for the residents. Pedestrian safety is a priority not just locally but also on a state and national level. The lack of sidewalks puts pedestrians in unsafe situations by forcing them to walk on the roads.**

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?
The project not only includes the improvements to the street; they enhance the current pedestrian facilities and improve the ADA accessibility.

C. ENVIRONMENTAL IMPACTS:

1. Historical: **There are no historical sites in the project area that would be affected.**

   a. How old is the affected structure? **NA**
   b. Will this project affect an historically significant (or potentially historic) structure? **NA**

2. Archeological:

   a. Will this project involve any ground disturbance?
The project will cause minimal ground disturbance as required to construct 4" thick concrete sidewalks.

   b. If so, how deep will excavation be and what is the volume of earth to be moved? **NA**

3. Water:

   a. Does this project involve a sewer or water system?
No existing sewer or water systems will be disturbed due to this project.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects

that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

   a. Number of persons served annually:
   The project is in the CDBG qualifying census tract 6.02. Referring to the 2015 census the project will positively benefit approximately 5,058 low to moderate income residents in the surrounding area.

   b. Service Area:

   Number of City residents served annually:
   Approximately 5,058 residents in the surrounding area would benefit from construction of sidewalks and ADA facilities.

   Number of persons with disabilities or seniors served:
   The project would provide sidewalk for numerous seniors, disabled, and transit systems that service the senior and disabled in the community. This project would contribute to providing safe access to the school, local churches and the transit stop in the area.

2. How will the proposed project prevent or eliminate slums or blight?
   The proposed project is in a low-income area with a high minority population. The area currently has minimal sidewalks on the local roads leading to the school. Where sidewalks are missing, dirt and dried weeds are present. This project eliminates the current blight by adding concrete sidewalk improvements.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
   Ove the past few years the City worked with the Madera Unified School District (MUSD) in addressing the lack of pedestrian facilities near schools. This lack of sidewalks near schools and through the City is what led to a need of a priority list for sidewalks project. We remain in contact with the MUSD and try to incorporate new sidewalk projects near schools as much as possible.

2. Note complaints that have been received, etc.
   The MUSD receives concerns from parents and staff regarding the concerns of missing

sidewalks. The MUSD in turn contacts the City to discuss any potential projects that could help address these concerns.

3. Evidence of collaboration with other agencies within the community.
See the attached letter of support from the MUSD.

Please see the eligible CDBG Census Tract map below.

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**March 16, 2017, 5:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com

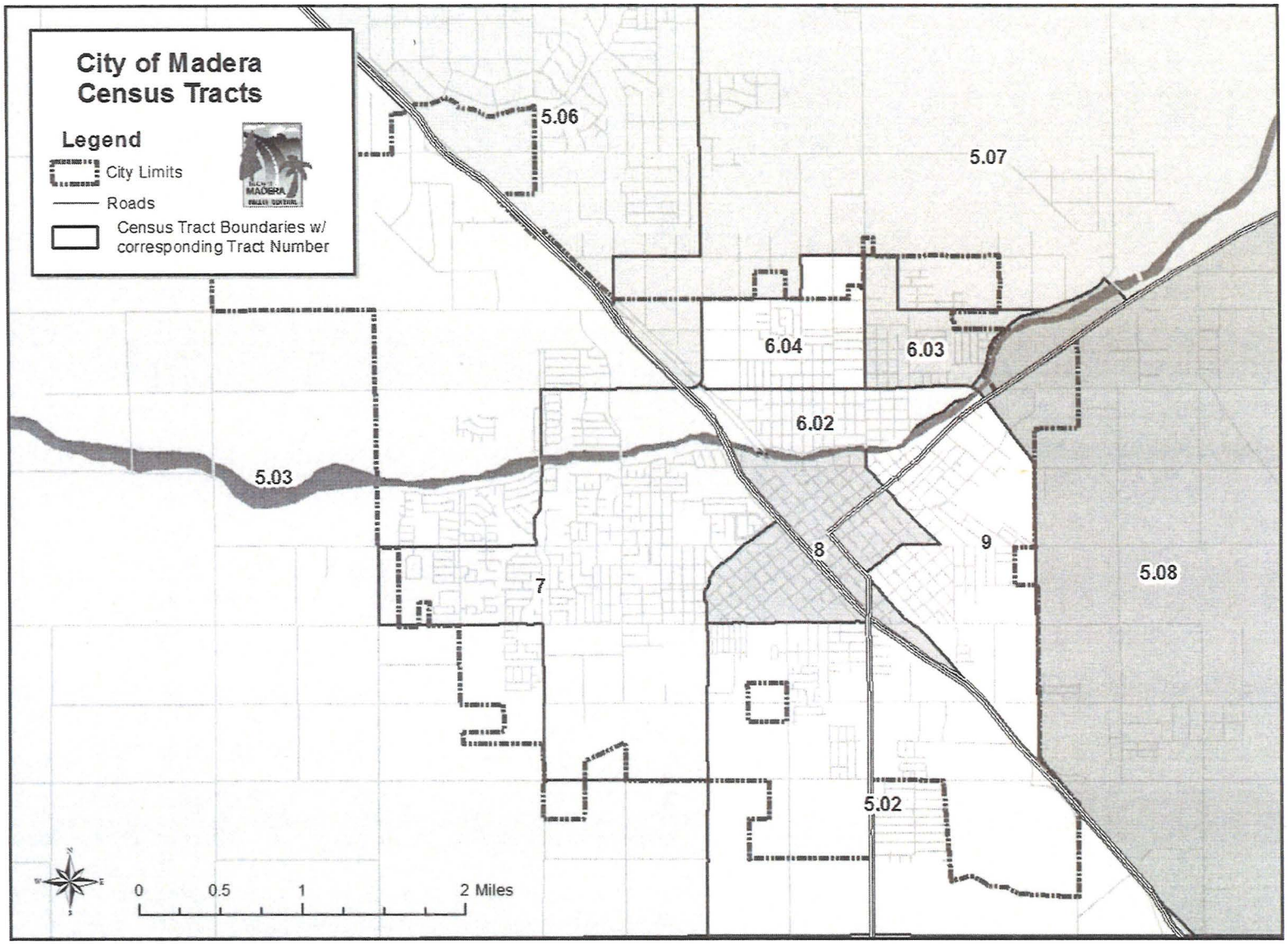
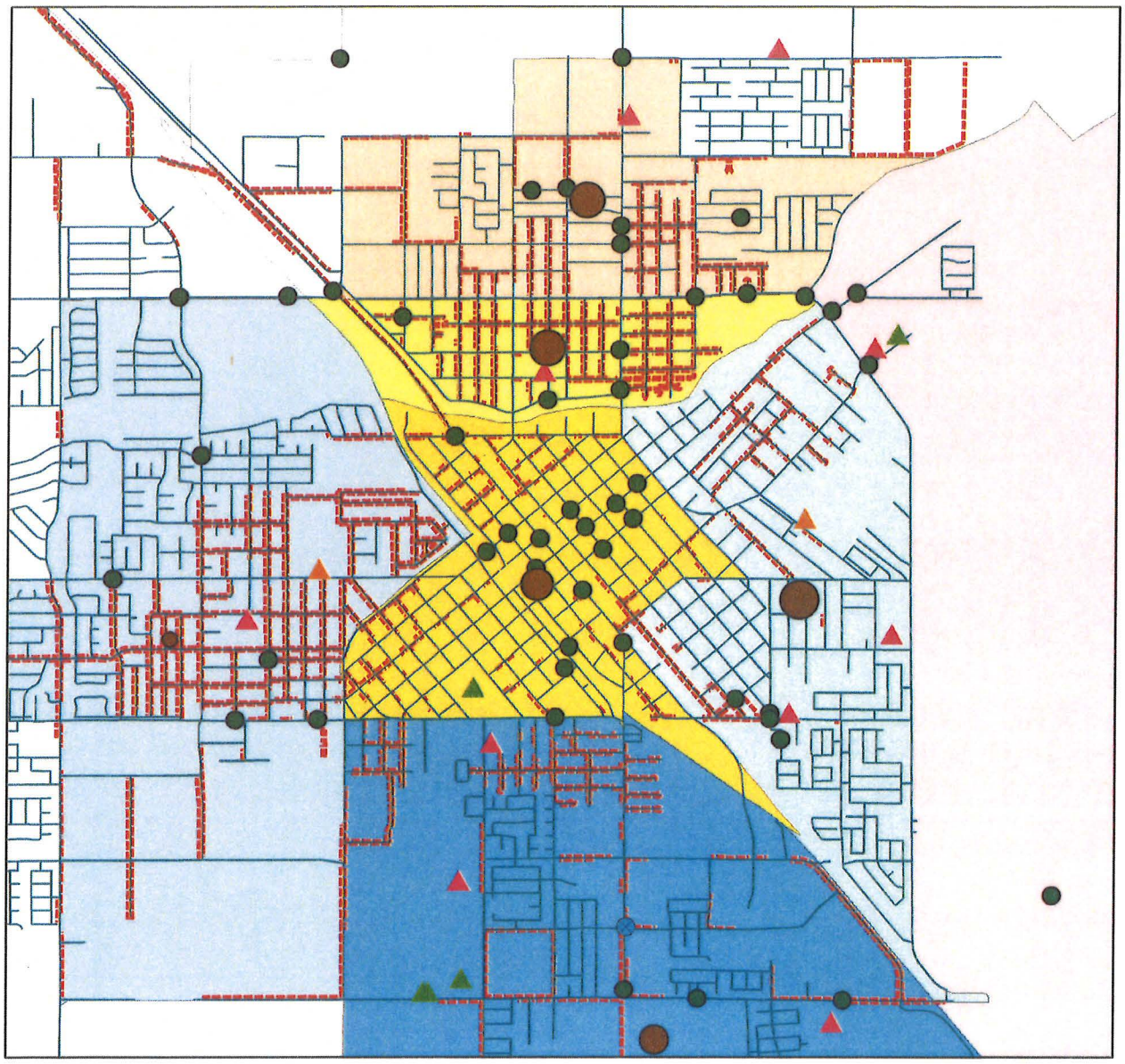

City of Madera
Census Tracts
Legend
City Limits
Roads
Census Tract Boundaries w/
corresponding Tract Number
5.06
5.07
6.04
6.03
6.02
5.03
8
9
5.08
7
5.02
0
0.5
1
2 Miles

Exhibit A


Project Location
Sidewalks to be installed
George Washington Elementary
Fresno St
Garfield Ave
Dauiton Ave
Bioker St
Cutting St
Aus..in St
Delaware Ave
Nebraska Ave
E Cleveland Ave
Torres Way
Rush St
W Wilson St
Davis St
W Lincoln Ave
W South St
E South St
Sharon Ave
Harding St
Ave 15 1/2
River Island
E Central Ave
W Central Ave
N Gateway Dr
N Lake St
N B St
E 1st St
N H St
Steven Lindblom Memorial Fwy
6.02
Census
NAMELSAD00 Tract
6.02
Income
$20,000
to
$30,000

Exhibit A

MISSING CITY SIDEWALK



Legend

Missing Sidewalk

Pedestrian Collision

MaderaUSD_Schools

GRD_RANGE

- 7-8
- 9-12
- K-6
- K-8

Income By Area

Income, Census Tract

- < $20,000, Census Tract 8
- $20,000 to $30,000, Census Tract 6.01
- $20,000 to $30,000, Census Tract 6.02
- $20,000 to $30,000, Census Tract 9
- $30,000 to $35,000, Census Tract 5.02
- $35,000 to $45,000, Census Tract 5.08
- >$45,000, Census Tract 7

Race_Hispanic_Latino

HispPer as Percent of Total

- 0- 2.71
- 2.71 - 4.18
- 4.18 - 5.56
- 5.56 - 7.73
- 7.73 - 7.90
- 7.90 - 9.65
- 9.65 - 10.67
- 10.67 - 11.86
- 11.86 - 12.76

Exhibit A

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CDBG PROJECT SCHEDULE FOR
Missing Sidewalks Project CDBG

Item of Work	Date
Award CDBG Funds	June-17
Begin Preliminary Design, environmental and right of way research	July-17
Begin Design of Project	August/ September/December 2017
Advertise for Construction	January-18
Construct Project 45 day construciton period	February - March 2018
Finalize project	April-May 2018

MADERA UNIFIED SCHOOL DISTRICT
1902 Howard Road, Madera, California 93637
(559) 675-4500

FAX: (559) 675-1186
www.madera.k12.ca.us

Board of Trustees:
Al Galvez, President, Ed McIntyre, Clerk
Trustees:
Ricardo Arredondo; Brent Fernandes,
Ruben Mendoza; Ray G. Seibert
Maria Velarde-Garcia
Interim Superintendent:
Todd Lile

March 14, 2017

City of Madera
Engineering Division
205 West Fourth Street
Madera, CA 93637

Subject: Installation of new sidewalk near George Washington Elementary School

To whom it may concern,

Madera Unified School District supports the City of Madera's grant application to install new sidewalk near George Washington Elementary School. There are sections on Austin Street and South Street where there is no sidewalk. Adding sidewalk in those sections would allow for a safe walking path for a majority of our students who walk to and from Washington Elementary School every day.

We hope you will give this application your full consideration.

Sincerely,

Rosalind Cox
Director of Facilities Planning & Construction Management

Exhibit A

CITY OF MADERA
Quarterly Activity Report

Contract Period: July 1, 2017 to June 30, 2018

NAME OF ORGANIZATION: City of Madera Engineering Department
205 W. Fourth Street
Madera, CA 93637

PROJECT TITLE: George Washington Elementary
School Sidewalk Improvements

QUARTER AND YEAR OF REPORT: _____, 20__

I. **Describe the current status of activity.**

II. **Describe activities to be undertaken in the next reporting period.**

III. **Describe problems and/or delays encountered and course of action taken.**

IV. **What actions have been taken to ensure all aspects of the project are completed on or before June 30, 2018?**

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15, AND JULY 15. RETURN THE REPORTS TO:

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

	A	B	C	D	E	F
1						
2	**CDBG ESTIMATE FOR**					
3	**WASHINGTON ELEMENTARY SCHOOL SIDEWALKS**					
	CITY PROJECT NO. ST 17-03, CDBG PROJECT NO. B17MC060053					
4			**EXHIBIT B**			
5	**Item**	**Description**	**Unit of Measure**	**Approx. Quantity**	**Unit Price ($)**	**Total Amount**
6	1	Mobilization, Bonds, Insurance & Permits (not to exceed $10,000)	LS	1	$10,000.00	$10,000.00
7	2	Traffic Control, Signage and Detours	LS	1	$5,000.00	$5,000.00
8	3	Clearing & Grubbing, Demolition, Removal & Disposal	LS	1	$10,000.00	$10,000.00
9	4	Water Pollution Control Plan(WPCP/Dust Control)	LS	1	$2,000.00	$2,000.00
10	5	Aggregate Base Class 2	TON	334	$35.00	$11,690.00
11	6	Asphalt Concrete Type B	TON	50	$100.00	$5,000.00
12	7	6" Concrete Curb and Gutter (6 sack)	LF	200	$30.00	$6,000.00
13	8	8" Concrete Curb (6 sack)	LF	100	$30.00	$3,000.00
14	9	Storm Drain Inlet	EA	2	$2,400.00	$4,800.00
15	10	Concrete Sidewalk (6 sack)	SF	10125	$8.00	$81,000.00
16	11	Concrete Alleyway Approach (6 sack)	EA	5	$2,400.00	$12,000.00
17	12	Concrete Drive Approach (6 sack)	EA	5	$1,500.00	$7,500.00
18	13	Concrete Drive Approach Modification (6 sack)	EA	14	$1,000.00	$14,000.00
19	14	Concrete Curb Return ADA Ramp w. Truncated Domes	SF	1250	$15.00	$18,750.00
20	15	Existing ADA Ramps Install Truncated Domes	EA	7	$500.00	$3,500.00
21	16	Relocate Wooden Fence	LF	70	$50.00	$3,500.00
22	17	Relocate Chain Link Fence	LF	200	$25.00	$5,000.00
23	18	Relocate Sign Posts and Mailboxes	EA	15	$200.00	$3,000.00
24	19	Miscellaneous Work (not to exceed $5,000)	LS	1	$5,000.00	$5,000.00
25					**Bid Items Total**	**$210,740.00**
26					**Construction Contingency 10%**	**$21,074.00**
27					**Construction Management and Inspection 10%**	**$21,074.00**
28					**Project Total Cost**	**$252,888.00**
29					**CDBG Funds requested**	**$ 185,836.00**
30					**Local Funds to be determined**	**$67,052.00**
31		September 7, 2017				
32						
33						
34						
35						
36						
37						

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:
All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

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Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/fhe/504/sect504.html).** Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	CPD	FHEO
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

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REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of September 20, 2017
Agenda Item Number B-6

SUBJECT: Consideration of a Resolution Authorizing Participation in the State Interagency Intercept Collections Program and Authorizing the Mayor to Execute the Intent to Participate and Any and All Documents Necessary to Facilitate Participation in the Program

RECOMMENDATION: That Council approve a resolution authorizing the City's participation in the State Interagency Intercept Collections Program and authorizing the Mayor to execute the Intent to Participate and all documents necessary to facilitate participation in the program.

SUMMARY: The City has certain debts which are owed to it arising out of things such as unpaid fines for code violations and other delinquent accounts. Some of these debts may qualify for a state program which secures payment of these debts by attaching certain state issued payments such as tax refunds and lottery winnings. Staff believes participation in this program may improve the City's percentage of debt which is collected.

DISCUSSION:
The City issues citations to individuals for violations of the Madera Municipal Code, which citations impose a fine of varying amounts dependent on the violation. Often, these fines remain unpaid by the individuals. In some instances, the City may place a lien against the individual's real property and may even place the amount on the County tax roll for collection with the property owner's property tax. There are situations where such a property lien is not possible due to the nature of the citation.

The City has been participating in a program administered by the State of California through the Franchise Tax Board wherein certain qualifying debts of municipal governments can be collected by attaching all or a portion of State income tax refunds or lottery winnings. This program has proven to be a superior means of collecting unpaid fines and other debts owed to the City.

In order to participate, the City must submit an annual Intent to Participate form. Once granted permission to participate, there is a certain process the City must go through in order to place debtors into the program. This includes providing 30 days written notice to them of the potential attachment of their tax refund. This helps ensure due process is provided.

Submission of Debtor information to the State for the intercept program is done once a year, so the City would need to compile a list annually. The list will be submitted to the State and the State will advise the City as to which debtors will be put on the intercept list for that year.

The State charges for participation in the program only for those accounts they collect on. The charge is determined based on the number of total intercepts for the year. Currently the estimate is approximately $2.00 per account.

FISCAL IMPACT: The actual impact to the City will be some increased revenues as a result of collecting some debts which may have been uncollectible short of the intercept program. The actual amount of this impact will depend on the number of debts which qualify for submission into the program and which are accepted by the State. An additional factor is whether the particular individuals are supposed to receive certain payments from the State of California such as income tax refunds or State lottery winnings which can be attached through the intercept program. The intercept program has been in place for approximately three years. To date, the city has realized approximately $17,271.82 in what would otherwise be uncollectible debt.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING PARTICIPATION IN THE STATE INTERAGENCY INTERCEPT COLLECTIONS PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE INTENT TO PARTICIPATE AND ANY AND ALL DOCUMENTS NECESSARY TO FACILITATE PARTICIPATION IN THE PROGRAM

WHEREAS, the City has the need to collect unpaid debts including unpaid code enforcement fines; and

WHEREAS, the State of California has a program, the State Interagency Intercept Collections Program (SIICP), which collects such unpaid debts from sources including tax returns and lottery winnings; and

WHEREAS, the City desires to continue participation in the SIICP; and

WHEREAS, it is necessary to submit an executed Intent to Participate in order to continue participation in the SIICP.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA, hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.

2. The City's participation in the SIICP is hereby approved.

3. The Mayor, or his designee, is authorized to execute the Intent to Participate and all other documents necessary to effectuate the participation in the SIICP on behalf of the City of Madera.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

STATE OF CALIFORNIA
INTERAGENCY INTERCEPT COLLECTION PROGRAM MS A116
FRANCHISE TAX BOARD
PO BOX 2966
RANCHO CORDOVA CA 95741-2966

☐ Mark this box if you are making revisions.

Email: iicgroup@ftb.ca.gov
Telephone: 916.845.5344
Fax: 916.843.2460

Intent to Participate

Complete both sides of this form, sign, and either fax or mail it to us.

Part 1 – Agency type

Individual debts

☐ State ☑ City ☐ County ☐ Court ☐ College ☐ Special District

Corporation or limited liability company (LLC) debt:

☐ State

Part 2 – Agency

Agency name:	Process year:
City of Madera	2018
Division/branch:	Agency code:
	TU

Part 3 – Public contact unit (provide an address and phone number for your debtors to contact you directly.)

Agency name:	Unit name:	Phone:
City of Madera		559-661-5483 Ext.
Agency address/PO Box:		Room/suite/floor:
205 W. 4th Street		
City:	State:	ZIP Code:
Madera	CA	93637

☐ Mark this box if the public contact unit is a private collection firm.

Provider name: _____

Part 4 – FTB Intercept Program liaisons

Provide the names and **direct** phone numbers of up to three individuals we may contact to resolve issues or obtain account information. These individuals should be authorized to request intercept services. We may provide email addresses to the State Controller's Office (SCO) for billing purposes.

Name:	Position:	
Shawndee Dix	Paralegal	
Email address:		Phone:
sdix@cityofmadera.com		559-661-5483 Ext.
Name:	Position:	
Brent Richardson	City Attorney	
Email address:		Phone:
brichardson@cityofmadera.com		559-661-5480 Ext.
Name:	Position:	
Email address:		Phone: Ext.

Part 5 – Agency mailing address (to send warrants, fund transfers, and billings [exclude private collection firm information]) We may provide email addresses to the State Controller's Office (SCO) for billing purposes.

Agency name:	Unit name:	Phone:
City of Madera	City Attorney's Office	559-661-5483 Ext.
Agency address/PO Box:		Room/suite/floor:
205 W. 4th Street		
City:	State:	ZIP Code:
Madera	CA	93637
Contact name:		Phone:
Shawndee Dix		559-661-5483 Ext.
Email address:		Fax:
sdix@cityofmadera.com		

Part 6 – SWIFT agency contact information

Name:	Phone:
Shawndee Dix	559-661-5483 Ext.

SWIFT email address or group email address:

sdix@cityofmadera.com

Part 7 – Select your agency type (select only one)

☐ State agency (complete either A, B, or C. The State Controller will credit the intercepts accordingly.)

- **A.** General checking account number (three digit number): _____
- **B.** Special fund – Fund number: _____ Organization code: _____
  State Controller's account number: _____ (Contact your accounting office for this number.)
- **C.** Warrant ☐

☑ City, county agency, or college.

Special Districts – bridge tolls and high occupancy toll lane fees. (Government Code Section 12419.12)

A warrant will be issued to your agency listing the intercept funds sent to you.

Agency Certification

Complete the following information in full and sign.

This document notifies FTB that the City of Madera plans to participate in the Interagency Intercept Collections Program for the 20 18 process year. In doing so, I certify that all debtors received due process and the debts submitted for offset comply with the following Government Code Sections (please mark one):

☐ State agencies and colleges — 12419.5, 12419.7, 12419.9, 12419.10. 12419.11, and 12419.12

☑ Counties, city agencies, and special districts — 12419.8, 12419.10, and 12419.12
(Does not apply to corporations or LLCs.)

Type of debt we intend to collect for individual debts:

☑ Fines ☑ Parking Citations ☐ Dishonored Check ☑ Fees ☑ Judgments

☑ Taxes ☐ Tuition ☐ Insurance ☐ Unpaid Services ☐ Overpayment

Type of debt we intend to collect for corporation and LLC debts:

☐ Dishonored Check ☐ Fees ☐ Taxes

☐ Other (list the debt type):

_____ _____

_____ _____

_____ _____

I certify that the City of Madera agrees to pay administrative costs to the California State Controller's Office for processing these offset accounts, and that I am authorized to request services on behalf of this agency/college. Administrative costs include any direct or indirect expense incurred by FTB or SCO to process your request, including any expense to respond to administrative or civil complaints for an offset performed at your request.

I certify that all records, copies, files, and media submissions received by the City of Madera shall be destroyed in a manner acceptable to FTB.

The approved destruction methods that permanently render data unreadable and unusable include:

- Damage to disks that prevents their use in any disk drive.
- Crisscross shredding if the shreds are 5/16 inch or smaller.

All unauthorized or suspected access, uses, and/or disclosures (incidents) of the information received under this agreement shall be thoroughly reviewed by FTB. We comply with the incident reporting requirements, in accordance with Civil Code Section 1798.29 and SAM Chapter 5300 (Information Security). The participant shall immediately notify FTB's Information Security Audit Unit of all incidents involving the information obtained under this agreement as applicable, and provide the appropriate information to facilitate the required reporting to the taxpayers or state oversight agencies. Notification can be made by email at: SecurityAuditMail@ftb.ca.gov or by calling 916.845.5555.

Agencies using a private collection firm or data service provider need to read, sign, adhere to, and maintain FTB 7904, *Confidentiality Statement*, and *Interagency Intercept Collection Program Special Terms and Conditions*. Agencies need to identify and maintain these documents for **every** employee within their agency that has access to the daily and weekly reports. This requirement includes, but is not limited to, agency/vendor IT department staff, agency/vendor management, agency/vendor fiscal staff, agency/vendor collector staff, etc. **It is the responsibility of the agency, college, or district to safeguard the data.**

Failure to maintain FTB 7904 and *Interagency Intercept Collection Program Special Terms and Conditions* could result in unauthorized disclosure or access. Penalties for unauthorized disclosure or access could result in fines and imprisonment under California Law (R&TC Sections 19542, 19542.1, and 19542.3 and Government Code Section 90005).

Penalties may extend to the signature and names listed on the intent form as well as individuals listed on FTB 7904.

Contact the Interagency Intercept desk for FTB 7904 and the *Interagency Intercept Collection Program Special Terms and Conditions*. Franchise Tax Board may request a completed copy of FTB 7904 at any time.

All Agencies

Initial here  Prior to sending debts to the Franchise Tax Board, the participating agency must send the debtor a *Pre-Intercept Notice* allowing 30 days to resolve or dispute the liability before submitting the debt to the Interagency Intercept Collection Program. Submit a copy of the *Pre-Intercept Notice* with your completed FTB 2280, *Intent to Participate*, to the Interagency Intercept Collection group.

I agree that our agency's fax signatures sent to FTB should be treated as original signatures.

Print name:	Title:	Phone:
Andrew J. Medellin	Mayor	559-661-5400
Signature:		Date:
X		

FTB will not send or receive taxpayer social security numbers through regular email. Confidential taxpayer information should not be sent through regular email. Call the IIC Program staff at 916.845.5344 to register for our secure internet file transfer service.

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 2086
RANCHO CORDOVA CA 95741-2086

Contract Number	Begins:
	Ends:

Vendor/Contractor Confidentiality Statement

FTB Information

Unit Number	Unit Name	
Contact Person		Phone Number

Contractor/Vendor Information

Your Department/Company Name				
City of Madera, City Attorney's Office				
Business Address Where Work Will Be Performed Street	City	State	ZIP Code	FEIN
205 W. 4th Street	Madera	C A	93637	

Confidentiality Statement – I understand that all Franchise Tax Board (FTB), Internal Revenue Service (IRS), and other information provided by FTB and maintained on the above contractor's or vendor's premises is confidential. It is unlawful for any state or other employee to inspect, acquire, or disclose FTB, IRS, or other confidential information under California Revenue and Taxation Code Sections 19542 and 19542.1, Penal Code Section 502, California Public Contract Code Section 10426, Government Code Sections 90005 and 91000, 26 USC (Internal Revenue Code) Sections 7213(a)(2), 7213A(a)(2) and (b)(1), and 7431(a)(2) and (c), and 18 USC Section 1030. Violations of these statutes are punishable by fines, imprisonment, and/or the costs of prosecution. I will not enter any premises, access any computers, software, applications, or data not specifically required by my authorized duties, nor will I refer to or read any documents that come within my view other than those related to my authorized duties.

California Revenue and Taxation Code Section 19542 – Penalty for disclosing information contained in a return, report, or document. "Except as otherwise provided in this article and as required to administer subdivision (b) of Section 19005, it is a misdemeanor for the Franchise Tax Board or any member thereof, or any deputy, agent, clerk, or other officer or employee of the state (including its political subdivisions), or any former officer or employee or other individual, who in the course of his or her employment or duty has or had access to returns, reports, or documents required to be filed under this part, to disclose or make known in any manner information as to the amount of income or any particulars (including the business affairs of a corporation) set forth or disclosed therein."

California Revenue and Taxation Code Section 19542.1(a) – Penalty for willful unauthorized inspection or unwarranted disclosure or use of confidential information. "Except as otherwise provided by this article, it shall be unlawful for any person described in Section 19542 to willfully inspect any confidential information furnished or secured pursuant to this part, Part 10 (commencing with [Rev. & Tax C.] Section 17001), or Part 11 (commencing with [Rev. & Tax C.] Section 23001). For purposes of this section, "inspection" means any examination of confidential information. Any willful unauthorized inspection or unwarranted disclosure or use of confidential information by the persons described in Section 19542 is a misdemeanor."

California Government Code Section 90005 – "A member, employee, or agent of the Franchise Tax Board shall not divulge or make known in any manner the particulars of any record, documents, or information that he or she receives by virtue of this chapter, except in furtherance of the work of the Franchise Tax Board or the Commission or in connection with any court proceeding or any lawful investigation of any agency."

California Penal Code Section 502 – Knowingly and without permission accessing a computer, computer system or computer network; or accessing and taking, copying, making use of, adding, altering, damaging, deleting, or destroying any data from a computer, computer system or computer network, whether residing or existing internal or external to a computer, computer system, or computer network; or altering, damaging, deleting, destroying, or otherwise using any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data (among other prohibited actions prohibited by this section) is a misdemeanor or felony.

California Public Contract Code Section 10426 – It is unlawful for a person to intentionally disclose proprietary information obtained in the negotiation, execution, or performance of an information technology contract with a state agency when the contracting party knew or should have known that the disclosure was likely to cause harm, and such conduct is punishable as a misdemeanor.

26 United States Code Section 7213(a)(2) – "State and other employees. It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in Section 6103(b) [26 USC § 6103(b)]) acquired by him or another person under subsection (d), (i)(3)(B)(i) or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20) or (21), or (m)(2), (4), (5), (6), or (7) of Section 6103 [26 USC § 6103] or under Section 6104(c) [26 USC § 6104(c)]. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $ 5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution."

26 United States Code Section 7213A(a)(2) – "State and other employees. It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of Section 6103 [26 USC § 6103] referred to in Section 7213(a)(2) [26 USC § 7213(a)(2)] or under Section 6104(c) [26 USC § 6104(c)]."

26 United States Code Section 7213A(b)(1) – "In general. Any violation of subsection (a) [of 26 USC § 7213A] shall be punishable upon conviction by a fine in any amount not exceeding $ 1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution."

26 United States Code Section 7431(a)(2) – "Inspection or disclosure by a person who is not an employee of the United States. If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of [26 USC] Section 6103 or in violation of [26 USC] Section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States."

26 United States Code Section 7431(c) – Damages that may be awarded for a violation of 26 USC Section 7431(a)(2) include the greater of $1,000 for each act of unauthorized inspection or disclosure of a return or return information, or the sum of the actual damages and, if the inspection or disclosure was willful or the result of gross negligence, punitive damages; plus costs of the action, plus reasonable attorney's fees.

18 United States Code Section 1030(a)(2) – Intentionally accessing a computer without authorization or exceeding authorized access, and thereby obtaining information from any department or agency of the United States, or from any protected computer used by or for the United States Government, is punishable by fines and imprisonment from one to ten years.

My signature verifies that I read and agree to comply with the state and federal laws on PAGES 1 and 2 of this form. I further understand that failure to comply with these laws may result in my being barred from accessing Franchise Tax Board (FTB), Internal Revenue Service (IRS), or other information provided by FTB and could result in criminal prosecution.

I accept responsibility for having all company employees who will work with FTB, IRS, or other information provided by FTB read these laws, and agree to comply with them by signing and dating this statement or an attached signatory sheet.

I understand that it is my responsibility to retain this document and all signatures throughout the contracted period with FTB. I also understand it is my responsibility to ensure that all new employees read these laws and agree to comply with them before working with FTB, IRS, or other information provided by FTB by signing and dating this document or an attached signatory sheet.

Name (print)	Company Name and Title	
Brent Richardson	City of Madera, City Attorney	
Signature		Date

My signature verifies that I have read and agree to comply with the state and federal laws on PAGES 1 and 2 of this form. I further understand that failure to comply with these laws may result in my being barred from accessing Franchise Tax Board (FTB), Internal Revenue Service (IRS), or other information provided by FTB and could result in criminal prosecution.

Employee Signature	Print Name	Date
	Shawndee Dix	

Signature required on PAGE 2

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of September 20, 2017

Agenda Item Number B-7

SUBJECT: **APPROVAL - RESOLUTION APPROVING AMENDMENT NO. 4 TO THE AGREEMENT WITH LARS ANDERSEN & ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATING TO THE CONSTRUCTION OF THE FRESNO RIVER TRAIL UNDERCROSSINGS AT GATEWAY DRIVE AND UNION PACIFIC RAILROAD**

RECOMMENDATION:

That the City Council approves Resolution No. 17 - _____Approving Amendment No. 4 to the Agreement with Lars Andersen & Associates, Inc. for Engineering Services for the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad (UPRR) Project.

SUMMARY:

Lars Andersen & Associates, Inc. has submitted an amendment to their contract for additional engineering services recommended by Staff for completion of the Fresno River Trail Undercrossings at Gateway Drive and UPRR Project. Funds are available for the additional costs in the established budgets.

DISCUSSION:

The City of Madera entered into an agreement with Lars Andersen & Associates, Inc. in May 2008 to perform engineering services for the Fresno River Trail Undercrossing at Gateway Drive and UPRR Project, hereinafter called "Project". Subsequent amendments included 1) Preparation of legal descriptions and an exhibit for portions of the project within UPRR right-of-way, 2) Additional environmental engineering services

including a Biological Reconnaissance Survey and Report, and 3)Design Modifications and additions as required by UPRR and the California Public Utilities Commission.

Lars Andersen & Associates, Inc. has submitted a proposed amendment to their contract for additional engineering services required to complete the plans and specifications for the Project outside of their original scope as follows:

A) Funding is provided to this project from the Active Transportation Program (ATP). The project as funded through the ATP also includes a piece of sidewalk to be added across the UPRR tracks on the north side of Central Avenue. This amendment adds additional engineering services associated with incorporating that piece to the project documents

B) Preparation of Legal Description and Exhibit Map for portions of the project on County property

C) Preparation of additional technical studies needed to satisfy Caltrans for completion of the NEPA clearance

The proposal and fee for services is acceptable and within funds currently programmed for these projects.

FISCAL IMPACT:

The cost for the requested additional engineering services is $11,300 and will be funded from funds in the Capital Project Account for PK-000008.

There will be no impact to the City's General Fund by approving this amendment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 121 – Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses with Madera.

Strategy 132 – Neighborhood Connectivity: Connect Madera's neighborhoods through streets, trails and walkways that promote community interaction.

Strategy 401 – Walkable Community: Develop and promote Madera as a walkable community with an emphasis on improving the quality of the natural resources.

RESOLUTION NO. 17 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO THE AGREEMENT WITH LARS ANDERSEN & ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATING TO THE CONSTRUCTION OF THE FRESNO RIVER TRAIL UNDERCROSSINGS AT GATEWAY DRIVE AND UNION PACIFIC RAILROAD

WHEREAS, the City of Madera entered into an agreement with Lars Andersen & Associates, Inc. (Lars Andersen) on May 7, 2008 for professional engineering services related to the preparation of contract documents for construction of the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad; and

WHEREAS, Lars Andersen has submitted Amendment No. 4 in response to the City's request to adjust the scope of the project as described therein; and

WHEREAS, adequate funds are available in the project budget for these additional costs.

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. Amendment No. 4 to the Agreement for Engineering Services relating to the Construction of the Fresno River Trail Undercrossing at Gateway Drive and Union Pacific Railroad, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved in an amount not to exceed $11,300.00.
3. The Mayor is authorized to execute the Amendment as approved.
4. This resolution is effective immediately upon adoption.

* * * * *

AMENDMENT NO. 4 TO AGREEMENT WITH LARS ANDERSEN & ASSOCIATES, INC FOR ENGINEERING SERVICES RELATING TO THE CONSTRUCTION OF THE FRESNO RIVER TRAIL UNDERCROSSINGS AT GATEWAY DRIVE AND UNION PACIFIC RAILROAD

This Amendment No. 4 to the Agreement for Engineering Services for the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad (UPRR) Project(hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and Lars Andersen & Associates, Inc. (hereinafter called "ENGINEER") is entered into this 20th day of September, 2017.

W I T N E S S E T H

WHEREAS, CITY has included a project to construct the Fresno River Trail Undercrossings at Gateway Drive and UPRR, hereinafter called "Project"; and

WHEREAS, CITY and ENGINEER entered into an Agreement dated May 7, 2008 for professional engineering services to design such street improvements; and

WHEREAS, CITY has requested changes to the scope of work for the design of the Project; and

WHEREAS, Amendment No. 4 to Agreement is necessary to revise the Scope of Work and Compensation for the additional engineering services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

A G R E E M E N T

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and ENGINEER agree that the Agreement for Professional Engineering Services for the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad dated May 7, 2008 between CITY and ENGINEER shall be amended as follows:

Item No. 1: Section II of the Agreement shall be amended to read:

II. STATEMENT OF WORK:

ENGINEER shall provide the professional services set forth in EXHIBIT A including Civil Addendum No. 1 and Amendment Nos. 2, 3, and 4, attached hereto and incorporated herein by reference. ENGINEER accepts full responsibility for the scope of services provided by subconsultants necessary for delivery of the project. ENGINEER shall comply with all City of Madera design standards and requirements.

Item No. 2: Section III of the Agreement shall be amended by adding the following:

III. TERM

The term of the AGREEMENT is hereby extended until June 30, 2018 unless extended in writing by mutual agreement.

Item No. 3: Section VI of the Agreement shall be amended by adding the following:

VI. CONTRACT COSTS AND REIMBURSEMENTS

The basic fee based on the Scope of Work and Cost, EXHIBIT A, attached hereto and incorporated herein by reference, for the scope of work itemized in the Project Work Plan is $11,300 Dollars and no cents. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services, including travel expenses, are included in the basic fee.

Item No. 4. All other provisions shall remain in full force and effect.

In witness hereof, CITY and ENGINEER have executed this Amendment No. 4 to the Agreement on the date first written above.

LARS ANDERSEN & ASSOCIATES, Inc.

By: _____
Andrew J. Medellin, Mayor

By: _____
Scott Mommer, President

APPROVED AS TO LEGAL FORM

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

CITY OF MADERA
ENGINEERING DIVISION
205 W. 4TH STREET MADERA, CA 93637
TEL: (559) 661-5418 - *FAX:* (559) 675-6605

EXHIBIT A

Date: September 7, 2017

To: Dan Zoldak, Lars Anderson

From: Ellen Bitter

RE: Request to Amend Contract for Fresno River Trail Undercrossings

We would like to amend your contract to include additional work needed for the project. Please submit a brief scope of work and cost proposal for these additional services.

1. Add a plan sheet for construction of pedestrian pathway along the north side of Central Avenue across the UPRR right-of-way connecting to existing sidewalk on either side. This is included in the ATP grant the City received.
    a. Attend diagnostic meeting on September 14 with UPRR and PUC. $800.00
    b. Prepare Exhibits as may be needed for the GO88 (crossing improvement) $1,000.00
    c. Prepare exhibits as may be required for UPRR $1,000.00
    d. Base mapping and topo is available in AutoCAD from Precision Engineering. $200.00
    e. Tie into Existing/proposed improvements along the north side of Central as prepared by City of Madera as part of a CMAQ sidewalk project that is nearly complete (no improvements are on the UPRR right-of-way). $2,000.00

    Grand Total: $5,000.00

2. Prepare legal documents for right of way acquisition for the Trail Project not included in original contract or subsequent amendments. $1,200.00

3. Prepare a Location Hydraulic Study for review and approval by Caltrans in order to complete the NEPA clearance. Guidance in Caltrans LAPM and Caltrans Hydraulics Website. Please provide an estimated date of delivery on your scope. $3,900.00 – Assumes study can be completed with minimal impact and no significant encroachments are determined.

4. Preparation of Floodplain Summary Report following the Location Hydraulic Study. $1,200.00

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of September 20, 2017

Agenda Item Number B-8

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2017/18 CAPITAL PROJECTS BUDGET FOR THE INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS, CITY PROJECT NO. W 16-03

RECOMMENDATION:

That the City Council approves Resolution No. 17-____ authorizing a funding amendment to Fiscal Year 2017/18 Capital Projects Budget appropriating additional funds for the Installation of Water Mains at Various Locations Project, City Project No. W 16-03.

SUMMARY:

The Installation of Water Mains at Various Locations Project, W 16-03, is comprised of seven (7) smaller capital projects in the 2017/18 Budget that are scheduled for construction this fiscal year. The construction plans and contract documents are complete and the project is ready for advertising for construction. Based on the final engineer's estimate of probable costs, additional funding is needed to comfortably proceed with the project as currently designed to construction.

DISCUSSION:

This project is a conglomeration of seven City CIP projects that are being combined into a single project for enhanced economies of scale and to form a project size more conducive to lower construction bids. On February 17, 2017, City Council awarded a contract to Provost & Pritchard Consulting Group for design engineering services for this project. The plans and specifications are now complete and the project is ready for advertising.

The general scope of work for the project consists of the installation of approximately 1,750 feet of 8-inch water main and 2,520 feet of 12-inch water main. The CIP water main projects included with this project are as follows:

1. W-FF-4: Olive Avenue, extending from Grove Street to Cypress Street. Install approximately 770 feet of new 12-inch water main. The 2014 Water System Master Plan recommended this installation for improvement of fire flow.
2. W-FF-1: Maple Street, extending from Pine Street to Noble Street. Install approximately 890 feet of 8-inch water main in parallel with an existing water line. The 2014 Water System Master Plan recommended this installation for improvement of fire flow.
3. W-FF-2: Rotan Avenue, extending from Howard Road to Oak Street. Install approximately 450 feet of 8-inch water main in parallel with an existing 6-inch water line. The 2014 Water System Master Plan recommended this installation for improvement of fire flow.
4. W-PSW-50: Pecan Avenue, extending from Monterey Street to approximately 680 feet west from Monterey Street. Install approximately 680 feet of new 12-inch water main. The 2014 Water System Master Plan recommended this installation to close a gap between existing lines in order to improve efficiency of the City's water system.
5. W-PSE-3: Pecan Avenue, extending from Madera Avenue to approximately 750 feet east from Madera Avenue. Install approximately 750 feet of new 12-inch water main. The 2014 Water System Master Plan recommended this installation to close a gap between existing lines in order to improve efficiency of the City's water system.
6. W-28: Sycamore Street, extending from the existing fire hydrant on Sycamore Street to Lake Street. Install approximately 410 feet of new 8-inch water main. Public Works reported regular maintenance and repair issues with this existing 2" galvanized water line. This line will be replaced to reduce regular maintenance on the line and increase water system redundancy and efficiency.
7. W-PNW-30: Intersection of Aviation Drive and Falcon Drive. Install approximately 320 feet of new 12-inch water main between Aviation Drive and Falcon Drive. The 2014 Water System Master Plan recommended this installation to close a gap between existing lines in order to improve efficiency of the City's water system.

The project received a CEQA (California Environmental Quality Act) categorical exemption.

SITUATION:

The original combined project budget for the construction phase prior to initiating design was $646,400. As the design progressed, more information was available on existing conditions following site investigations and surveys. Critical items were identified to be added to the project such as replacing substandard fire hydrants and replacing five (5) substandard water service laterals along Sycamore Street. Those additions along with increasing construction costs have caused an increase in the overall projected construction costs. The recommended budget for construction including contract management and inspection is $736,000.

FINANCIAL IMPACT:

Funding for project construction was carried over from the City's FY 2016/17 Budget in the various line items to FY 17/18 with $572,700 coming from Water Utility Fund and $73,700 from Water Pipe Impact Fee for the proportionate share of the Pecan Water Mains. Staff has prepared an Exhibit AA reflecting the recommended budget increases and is proposing to transfer an additional $80,000 from the unprogrammed fund balance within the Water Utility Fund and an additional $10,000 within the Water Pipes Impact Fee to fund project design.

The construction of the project will not have a financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 101.6 – This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan.

RESOLUTION NO. 17-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2017/18 CAPITAL PROJECTS BUDGET FOR THE INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT NO. W 16-03

WHEREAS, the seven (7) projects comprising the Installation of Water Mains at Various Locations Project, City Project No. W 16-03, hereinafter called "the Project", are included in the FY 2017/18 Budget for Capital Projects; and

WHEREAS, additional funds are necessary for the construction phase of the Project; and

WHEREAS, funds are available in the unprogrammed fund balance of the Water Utility Fund and Water Pipe Impact Fees.

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 2017/18 Capital Projects Budget is hereby amended in accordance with Exhibit AA, which is attached hereto.

3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.

4. This resolution is effective immediately upon adoption.

* * * * * * * * *

EXHIBIT AA

CITY OF MADERA

Resolution 17 - _____

Appropriating Additional Funds for the Water Main Installation at Various Locations
City Project No. W 16-03

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	ALREADY APPROPRIATED AS PART OF DESIGN APPROVAL (+)	(-)
Water Utility Fund (20303830)					
20303830	7050	W-PSE-03	Pecan Ave Water Main, Madera-750'E	3,000.00	
20303830	7050	W-PNW-30	Aviation Dr/Falcon Dr Water Main	19,000.00	
20303830	7050	W-FF-001	Maple St Water Main, Pine to Noble	7,000.00	
20303830	7050	W-FF-002	Rotan Ave Water Main, Howard to Oak	4,000.00	
20303830	7050	W-FF-004	Olive Ave Water Main, Grove to Cypress	40,000.00	
20303830	7050	W-000028	Sycamore St Water Main, Lake to Clinton	7,000.00	
20303830	7050	W-PSW-50	Pecan Water Main, Monterey to 680'W	-	
2030	3210		Unappropriated Fund Balance		80,000.00
				80,000.00	**80,000.00**
Water Pipes Impact Fee (DIF:40845)					
40810000	7050	W-PSW-50	Pecan Water Main, Monterey to 680'W	10,000.00	
40810000	7050	W-PSE-03	Pecan Ave Water Main, Madera-750'E	-	
4081	3210		Unappropriated Fund Balance		10,000.00
				10,000.00	**10,000.00**

Return to Agenda

Report to City Council

Council Meeting of September 20, 2017
Agenda Item Number B-9

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving the Compensation Range for Part Time Public Works Maintenance Aids

RECOMMENDED ACTION

It is recommended Council adopt the attached resolution fixing the assigned salary range for part time Public Works Maintenance Aids of the City of Madera on Salary Schedule 'P.'

SITUATION

The City routinely utilizes part time employees in its service delivery program. Individuals employed in part time positions are compensated based on an approved salary schedule. The Public Works Department has historically employed part time employees as needed and paid the hourly equivalent of the full time Public Works Maintenance Worker base pay rate. This is currently $14.57/hour for part time Public Works Maintenance Worker I positions. After a review of department needs, it was determined that while hiring at the part time Public Works Maintenance Worker pay rate is sometimes appropriate based on assigned duties, there are other positions whose assigned tasks would more appropriately be paid at the California Minimum Wage. Most recently this was noted as the department is seeking part time personnel to assist with solid waste can repairs such as wheel replacement or lid replacement. At this time, staff is recommending assigning the Public Works Maintenance Aid position to Range 7 on Schedule P ($10.50/hour - $12.50/hour).

There is no intent to reduce the pay rate of any existing part time employee. As additional part time staff are hired, an internal analysis will be completed to see if the anticipated duties are in line with the Public Works Maintenance Worker classification or Public Works Maintenance Aid.

FISCAL IMPACT

Individual department budgets for part time salaries and benefits are included in the annual budget submitted for consideration and adoption by the City Council. The requested action will not add or delete any part time positions in the adopted budget,

but will allow the department to appropriately compensate employees based on assigned duties.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Adoption or amendment of a part time salary resolution is not contained in the vision or action plan; the requested action is also not in conflict with the plan.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE COMPENSATION RANGE FOR PART TIME PUBLIC WORKS MAINTENANCE AIDS OF THE CITY OF MADERA

NOW, THEREFORE, the City Council of the City of Madera hereby resolves, finds, and orders as follows:

SECTION 1. Effective September 20, 2017, the compensation range for part time Public Works Maintenance Aids of the City of Madera will be assigned to Salary Schedule 'P' as indicated below.

	Hourly Pay Rate					
Position	Range	Step A	Step B	Step C	Step D	Step E
Public Works Maintenance Aid	7	$10.50	$11.00	$11.50	$12.00	$12.50

Section 2. This resolution is effective immediately upon adoption.

****

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REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 20, 2017

AGENDA ITEM NUMBER B-10

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING ANNEXATION OF ADJUSTED PARCEL C OF LOT LINE ADJUSTMENT NO. 2016-01 INTO ZONE OF BENEFIT 1; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR ADJUSTED PARCEL C OF LOT LINE ADJUSTMENT NO. 2016-01 FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 1 FOR FISCAL YEAR 2017/2018; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

RECOMMENDATION:

That the City Council:

Approve a resolution Approving Annexation of Adjusted Parcel C of Lot Line Adjustment No. 2016-01 Into Zone of Benefit 1; Confirming the Diagram and Assessment for Adjusted Parcel C of Lot Line Adjustment No. 2016-01 for City Wide Landscape and Lighting Assessment District Zone of Benefit 1 for Fiscal Year 2017/2018; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

SUMMARY AND DISCUSSION:

In June of 1991, the City formed the City Wide Landscape and Lighting District, for the purposes of levying assessments against new development for the maintenance of landscaped areas, including median islands, certain park strips, frontage road islands and certain landscaped out-lots. Historically, the number of zones has increase with each successive development within the City. In recent years, the City has made efforts to annex new developments into existing zones where such annexation was logical. The annexation presented herein is logical in that this development is within close proximity to Zone 1 as seen in the attached Assessment Diagram and would benefit from the existing landscape therein. Zone 1 is responsible for maintenance of previously established landscape areas along Airport Drive between Aviation Drive and Avenue 17.

The development, California Custom Processing Plant was approved by the Planning Commission through Site Plan Review 2016-22, ZAP 2016-02 on May 10th, 2016. A requirement of the project's development was annexation of the parcel into the existing City's Landscape Maintenance District Zone of Benefit 1 for perpetual maintenance of already existing landscaping.

The covenant for Zone of Benefit 1 consents to an annual change in the range of the assessment in the amount of the Engineering News-Record Construction Cost (ENRCC) Index plus a two percent charge.

FINANCIAL IMPACT:

California Custom Processing will be responsible for participating in the cost of maintaining existing Zone 1 landscaping. There are no financial impacts to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The inclusion of the industrial parcel (California Custom Processing) into Landscape Maintenance District Zone of Benefit 1 is consistent with:

> ***Strategy 126 -*** *Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets.*
>
> ***Action 134.1*** *- Consider establishment of design/landscape standards for neighborhoods and business construction* - Current landscape design standards have been enforced which aid in the establishment of Well-Planned Neighborhoods and Housing.

RESOLUTION NO. 17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ANNEXATION OF ADJUSTED PARCEL C OF LOT LINE ADJUSTMENT NO. 2016-01 INTO ZONE OF BENEFIT 1; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR ADJUSTED PARCEL C OF LOT LINE ADJUSTMENT NO. 2016-01 FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 1 FOR FISCAL YEAR 2017/2018; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, the recommended assessments for 2017/2018 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 1 of said District consisting of CMSS Properties LLC, A California Limited Liability Company, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both;

WHEREAS, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

WHEREAS, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record

Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year;

WHEREAS, the property owner further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs, provided such assessment is consistent with the terms of this covenant.

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 the public interest and convenience require that certain property described in Exhibit "A" attached hereto and by reference incorporated herein be annexed to City Landscape Maintenance District as Zone of Benefit 1 for the maintenance and servicing of landscaping facilities.
3. The City Council hereby confirms the diagram and annual assessments as set forth in the agreement "COVENANT

LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 1" for the certain property described in Exhibit "A" attached hereto and by reference incorporated herein, as the same may be modified, and levies the assessments for fiscal year 2017/2018.

4. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.

5. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

"Exhibit A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS FOR APN 013-200-014:

PARCEL 1:

That portion of Parcels 1 and 3 of Parcel Map No. 06-P-09, in the City of Madera, County of Madera, State of California, according to the map thereof recorded in Book 56 of Maps, Pages 144 & 145, Madera County Records, described as follows:

COMMENCING at the southwest corner of said Parcel 1: thence North 89° 48' 42" East, along the south line of said Parcel 1, a distance of 275.00 feet to the TRUE POINT OF BEGINNING; thence North 00° 30' 55" West along a line that is parallel with the west line of Parcels 1 and 2 of said Parcel Map No. 06-P-09, a distance of 740.06 feet to a point on the north line of said Parcel 3: thence North 89° 48' 53" East, along said north line, a distance of 500.00 feet; thence South 00° 30' 55" East, along a line that is parallel with the west line of said Parcels 2 and 1, a distance 740.03 feet to a point on the south line of said Parcel 3; thence South 89° 48' 42" West, along the south line of said Parcels 3 and 1, a distance of 500.00 to the True Point of Beginning.

RECORDING REQUESTED BY:
City of Madera
WHEN RECORDED RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived per Section 27383 of the Government Code

COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 1

WHEREAS, CMSS Properties LLC, A California Limited Liability Company, hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A"; and

WHEREAS, the Covenantor hereby warrants 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 is required by the City as a condition of SPR 2016-22, ZAP 2016-02 approval to annex to the City's Landscape Maintenance District; and

WHEREAS, the Planning Commission of the City of Madera conditionally approved the Site Plan Review for said industrial parcel; and

WHEREAS, said resolution requires that maintenance of the landscaping

associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the site plan review for the industrial parcel, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property in an initial amount of:

Parcel 1 (APN 013-200-014) $189.23

The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News

Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: 8/15/17

WITNESS the execution of this covenant consisting of 6 pages including Exhibit A the day and year first above written.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

APPROVED:

By: _____
Keith B. Helmuth,
City Engineer

COVENANTOR:
CMSS Properties LLC, A California Limited Liability Company

By: _____
Terrance J. Cox, President

NOTARY ACKNOWLEDGEMENT REQUIRED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Madera)

On August 15, 2017 before me, Marilyn M. Clayton
(insert name and title of the officer)

personally appeared T.J. Cox,
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.

MARILYN M. CLAYTON
Notary Public – California
Madera County
Commission # 2201213
My Comm. Expires Jul 12, 2021

Signature _____ **(Seal)**

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS FOR APN 013-200-014:

PARCEL 1:

That portion of Parcels 1 and 3 of Parcel Map No. 06-P-09, in the City of Madera, County of Madera, State of California, according to the map thereof recorded in Book 56 of Maps, Pages 144 & 145, Madera County Records, described as follows:

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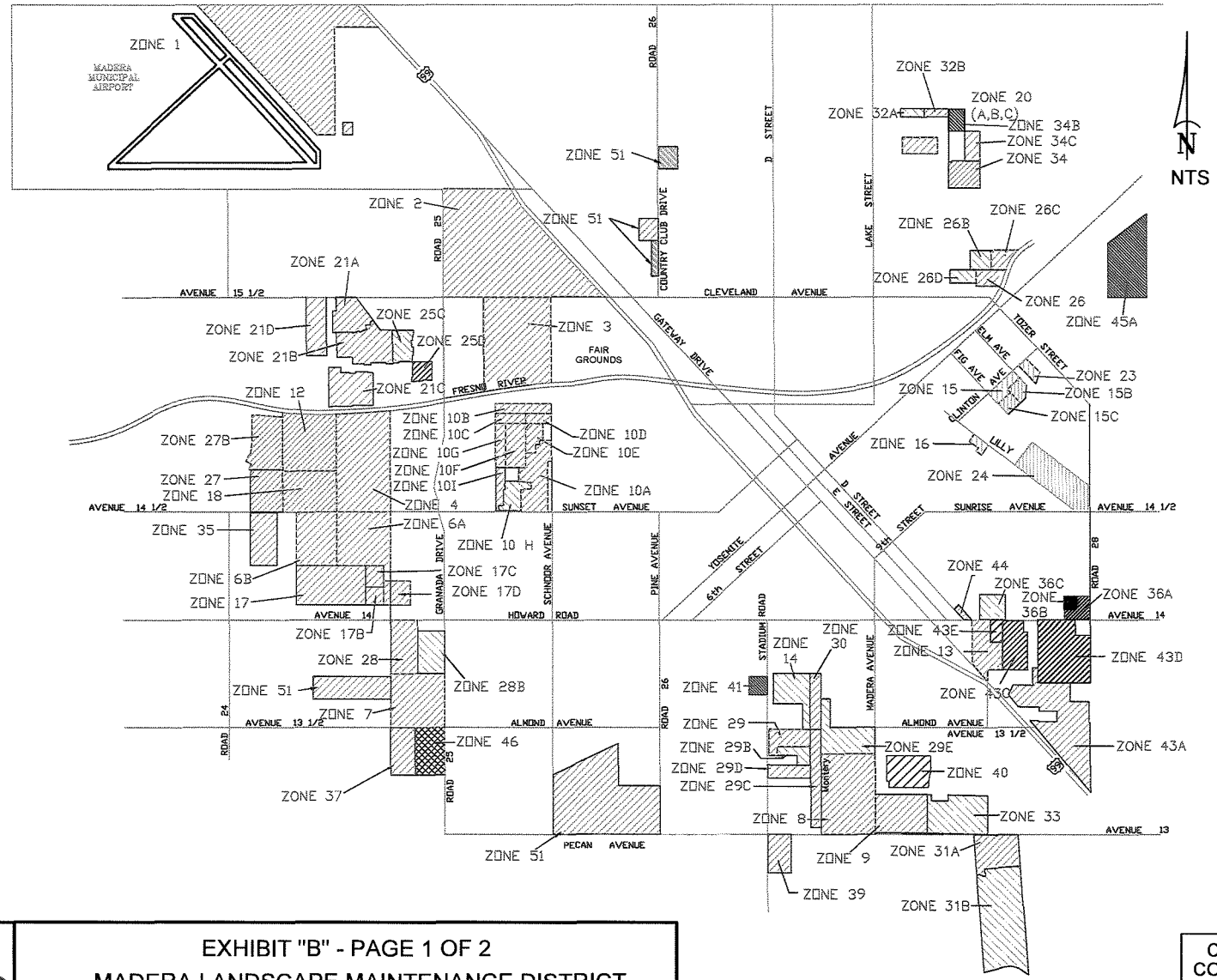


EXHIBIT "B" - PAGE 1 OF 2

MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. MAY 2017

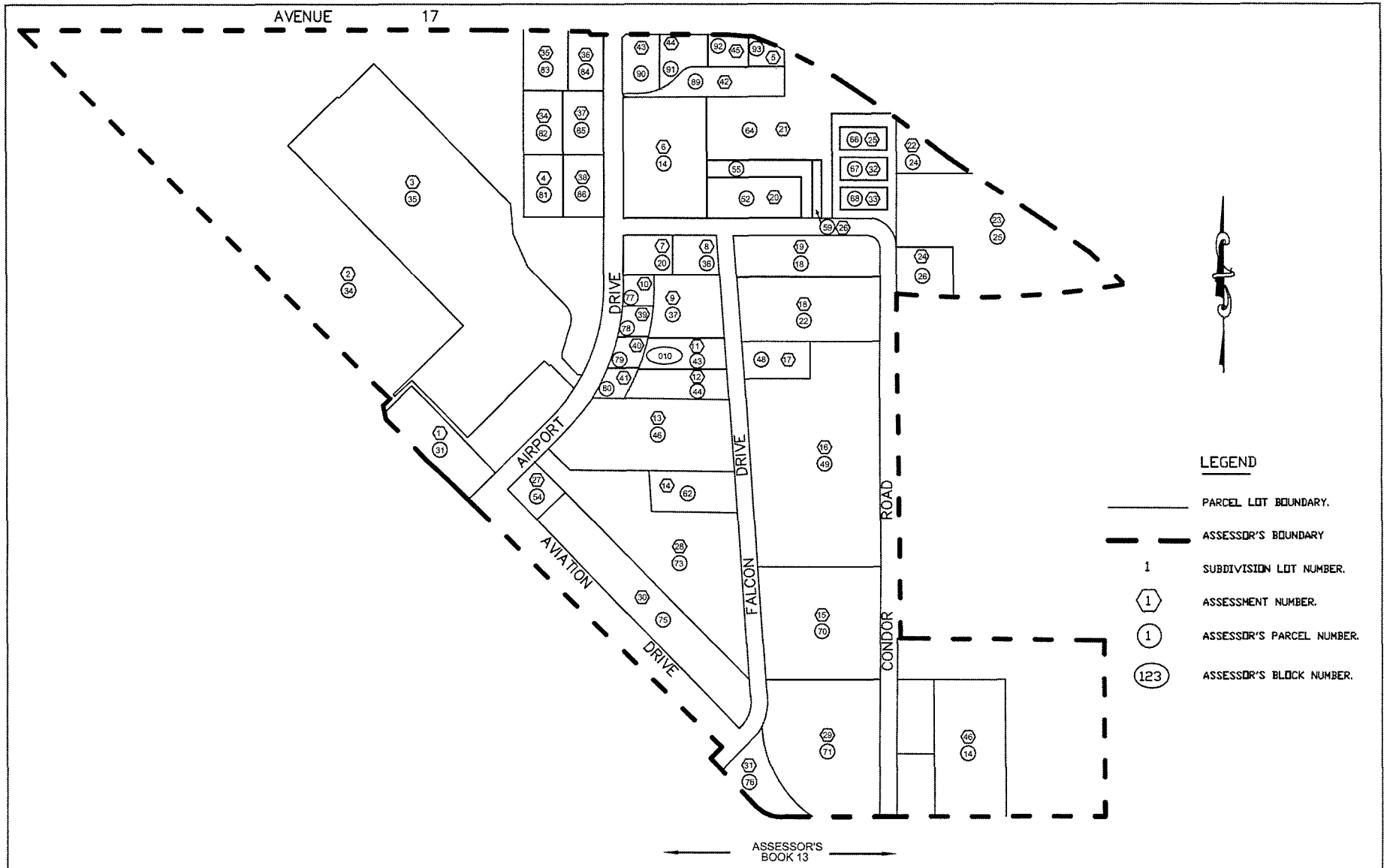


EXHIBIT B - Page 2 of 2
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 1
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
AIRPORT BUSINESS PARK
REV. August 2017

Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 20, 2017

AGENDA ITEM NUMBER B-11

APPROVED BY

Steve Frazier
DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION RATIFYING AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN MARIPOSA COUNTY SHERIFF'S OFFICE AND THE MADERA POLICE DEPARTMENT PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT MUTUAL AID AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN ON BEHALF OF THE CITY

RECOMMENDATION

Staff recommends that Council adopt the attached resolution ratifying and approving a Memorandum of Agreement between Mariposa County Sheriff's Office and the Madera Police Department for mutual aid rendered on July 21, 2017

SUMMARY

On July 18, 2017 the town of Mariposa was ordered to be evacuated in response to the Raging Detwiler fire threatening its border. Mariposa County Sheriff put out a call for mutual aid. This request was placed in order to have enough law enforcement personnel to patrol Mariposa in order to keep the now vacant streets and buildings safe from looters. The Madera Police Department received this request on July 18th and agreed to send six officers to work five 14 hour shifts for a total of 285 hours at time and one half. The Madera Police Department was one of several agencies that provided assistance with the fire. In order for the City of Madera to receive reimbursement for the aid that was provided we are required to enter into a Memorandum of Agreement, attached, with the requesting agency, Mariposa County Sheriff. Based upon limited time constraints we were required to bring the security agreement before the City Attorney and City Administrator in order to facilitate the acceptance of the MOA. The City Administrator signed the agreement and we are now bringing the agreement back to Council for your ratification.

FISCAL IMPACT

No fiscal impact is anticipated as full reimbursement of personnel time is expected. 285 hours translates to a expense of, to be reimbursed, $13,062

VISION PLAN

Strategy 111	**Local Agencies share vision: Promote greater alignment of local government agencies under a shared community vision.**
Strategy 115	**Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.**
Strategy 421	**First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.**

RESOLUTION NO.

A RESOLUTION RATIFYING AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN MARIPOSA COUNTY SHERIFF'S OFFICE AND THE MADERA POLICE DEPARTMENT PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT MUTUAL AID AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN ON BEHALF OF THE CITY

WHEREAS, the Madera Police Department received a request for Mutual Aid from Mariposa County Sheriff; and,

WHEREAS, the Madera Police Department responded to said request with six officers to work five 14 hour shifts for a total of 285 hours policing the streets of Mariposa; and,

WHEREAS, the Mariposa County Sheriff requires a Memorandum of Agreement with the Madera Police Department in order for reimbursement of services to occur; and.

WHEREAS, time constraints prohibited the timely submission of the agreement for Council approval requiring the City Administrator to sign the agreement.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby find, resolve, and order:

1. The above recitals are true and correct.
2. The Memorandum of Agreement, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby ratified and approved.
3. The City Administrator is hereby authorized to sign the Agreement on behalf of the City.
4. This resolution shall be effective immediately upon adoption.

* * * *

MEMORANDUM OF AGREEMENT BETWEEN MARIPOSA COUNTY SHERIFF'S OFFICE AND THE MADERA POLICE DEPARTMENT PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT MUTUAL AID PLAN

WHEREAS, on July 16, 2017 an extreme wildfire, fueled by heavy brush, gusty winds and low humidity swept through the region; and

WHEREAS, this fire consisted of the DETWILER FIRE; and

WHEREAS, on July 17, 2017, the Federal Emergency Management Agency (FEMA) approved emergency assistance through the Fire Management Assistant Grant Program (FM-5192-CA; and

WHEREAS, the Law Enforcement Mutual Aid Plan is issued and revised under the authority of Sections 8550, 8569, 8615 through 8619, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement; and

WHEREAS, the Law Enforcement Mutual Aid Plan delineates the current state policy concerning law enforcement mutual aid; and

WHEREAS, the Law Enforcement Mutual Aid Plan describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination of law enforcement mutual aid planning and readiness; and

WHEREAS, the county sheriff is the Operational Area Law Enforcement and Mutual Aid Coordinator; and

WHEREAS, Law Enforcement Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by a law enforcement agency within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

WHEREAS, the Law Enforcement Mutual Aid Plan provides, in pertinent part, "A request for law enforcement mutual aid requires the approval of the chief law enforcement officer of the requesting jurisdiction;" and

WHEREAS, the MARIPOSA COUNTY SHERIFF'S OFFICE requested the mutual aid assistance of the MADERA POLICE DEPARTMENT, pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with the DETWILER FIRE; and

WHEREAS, the MADERA POLICE DEPARTMENT provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials from (July 16, 2017 to August 1, 2017) to assist with law enforcement services in connection with the (DETWILER FIRE); and

WHEREAS, the MADERA POLICE DEPARTMENT agrees to document all of its mutual aid assistance costs related to the DETWILER FIRE as attachments to this MOA and submit to the MARIPOSA COUNTY SHERIFF'S OFFICE as soon as practicable; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the MADERA POLICE DEPARTMENT and the MARIPOSA COUNTY SHERIFF'S OFFICE that the MARIPOSA COUNTY SHERIFF'S OFFICE may reimburse all reasonable costs associated with the MADERA POLICE DEPARTMENT law enforcement mutual aid assistance during the DETWILER FIRE.

REQUESTOR

By_____
Douglas A. Binnewies
Sheriff
Date:

RESPONDER

By_____
David Tooley
City Administrator
Date:

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: September 20, 2017

Agenda Number: B-12

SUBJECT: Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending June 30, 2017

RECOMMENDATION: Staff recommends the Council approve and accept the City of Madera Investment Report for the quarter ending June 30, 2017 as presented by minute order.

DISCUSSION: The City of Madera Investment Policy calls for a quarterly report to be presented to the City Council, giving detailed information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program. The Finance Director hereby submits the report for the quarter ending June 30, 2017.

The market values for the items being reported were obtained from Union Bank, who acts as the custodian for our investments and who we considered to be an independent source for such information. After reviewing the information included in the attached Investment Report, the Finance Director/Treasurer certifies that to the best of his knowledge: 1) all investment actions taken during this quarter have been made in full compliance with the City of Madera June 2016 Investment Policy and, 2) the City will meet its expenditure obligations for the next six months.

As can be seen in the summary information of the Council Investment Report, the City's investment program out-performed the benchmarks, with a 1.51% yield as compared to 0.98% for the Local Agency Investment Fund [LAIF] and 1.38% for the 2-Year Treasury. Total Market Value of the City's investments equaled $52.0 million as of June 30, 2017, with Federal Agency Securities, Local Agency Investment Fund [LAIF], Medium Term Notes and Negotiable Certificates of Deposit Securities making up 83.5% of that total. The decrease in market value is due, in large part, to the drop in Federal Agency Securities as the bond market fell slightly in the 2nd quarter.

One change made to the investment report this quarter is interest bearing accounts, which included the General Fund checking account and other bank accounts like it, were removed as they were artificially reducing the total/average yield to maturity calculation. Also, one FDIC insured certificate of deposit for $249,000 was inadvertently left out of the calculations. The March 2017 numbers were updated to reflect these changes.

The Portfolio Holdings Distribution by Maturity Range report is on the second page of the Council Investment Report and reflects the percentages of holdings for each maturity range as of June 30, 2017. All holdings are in line with the June 2016 investment policy.

FINANCIAL IMPACT: There is no fiscal impact of the Council's acceptance of this Investment Report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

City of Madera
Council Investment Report
Report Format: By Transaction
Group By: Asset Class
Average By: Market Value
Portfolio / Report Group: Report Group: Investment Portfolio
As of 6/30/2017

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Book Value	Cost Value	Market Value	Maturity Date	Days To Maturity
FDIC Insured Certificate of Deposit											
Allegiance Bank 1.5 6/29/2019	CD-58629	0.48	Certificate Of Deposit	12/29/2016	1.500	249,000.00	249,000.00	249,000.00	249,000.00	6/29/2019	729
First Community Bank 2.1 8/19/2021	CD-16197	0.48	Certificate Of Deposit	8/19/2016	2.100	249,000.00	249,000.00	249,000.00	249,000.00	8/19/2021	1,511
First Internet Bank of Indiana 1.65 1/30/2020	CD-34607B	0.48	Certificate Of Deposit	1/30/2017	1.650	249,000.00	249,000.00	249,000.00	249,000.00	1/30/2020	944
First Utah Bank 2.23 1/7/2020	CD-1813	0.48	Certificate Of Deposit	1/7/2015	2.230	249,000.00	249,000.00	249,000.00	249,000.00	1/7/2020	921
Habib Bank 1.29 9/3/2017	CD-4587D	0.48	Certificate Of Deposit	9/3/2016	1.290	250,000.00	250,000.00	250,000.00	250,000.00	9/3/2017	65
Home City Federal Savings Bank 1.83 2/9/2019	CD-2855	0.48	Certificate Of Deposit	2/9/2015	1.830	249,000.00	249,000.00	249,000.00	249,000.00	2/9/2019	589
IDB Bank 2.1 9/30/2021	CD-IDB093016	0.48	Certificate Of Deposit	9/30/2016	2.100	248,000.00	248,000.00	248,000.00	248,000.00	9/30/2021	1,553
Kansas State Bank 2.05 6/13/2021	CD-19899	0.48	Certificate Of Deposit	6/13/2016	2.050	249,000.00	249,000.00	249,000.00	249,000.00	6/13/2021	1,444
Latino Credit Union 2.15 5/22/2022	CD-8104945	0.48	Certificate Of Deposit	5/22/2017	2.150	249,000.00	249,000.00	249,000.00	249,000.00	5/22/2022	1,787
Pentagon Federal Credit Union 1.4 10/16/2017	CD-1234B	0.48	Certificate Of Deposit	10/16/2015	1.400	249,000.00	249,000.00	249,000.00	249,000.00	10/16/2017	108
Rio Grande Credit Union 2.13 6/13/2021	CD-62573	0.48	Certificate Of Deposit	6/13/2016	2.130	249,000.00	249,000.00	249,000.00	249,000.00	6/13/2021	1,444
Royal Business Bank 1.36 9/20/2018	CD-5881B	0.48	Certificate Of Deposit	3/20/2017	1.360	249,000.00	249,000.00	249,000.00	249,000.00	9/20/2018	447
Security State Bank 1.935 10/26/2021	CD-SECSTBK16	0.48	Certificate Of Deposit	10/26/2016	1.935	249,000.00	249,000.00	249,000.00	249,000.00	10/26/2021	1,579
Start Community Bank 1.49 4/26/2019	CD-START102616	0.48	Certificate Of Deposit	10/26/2016	1.490	249,000.00	249,000.00	249,000.00	249,000.00	4/26/2019	665
State Bank of Chandler 2 8/17/2021	CD-8858	0.48	Certificate Of Deposit	8/19/2016	2.000	249,000.00	249,000.00	249,000.00	249,000.00	8/17/2021	1,509
Triumph Savings Bank 1.393 9/30/2018	CD-6749B	0.48	Certificate Of Deposit	9/30/2016	1.393	250,000.00	250,000.00	250,000.00	250,000.00	9/30/2018	457
Vibrant Credit Union 2.25 3/22/2020	CD-61093	0.48	Certificate Of Deposit	3/23/2016	2.250	248,000.00	248,000.00	248,000.00	248,000.00	3/22/2020	996
Sub Total / Average		**8.14**			**1.815**	**4,233,000.00**	**4,233,000.00**	**4,233,000.00**	**4,233,000.00**		**985**
Federal Agency Securities											
FFCB 1.375 12/21/2018-16	3133EFSW8	1.92	FFCB Bond	12/21/2015	1.375	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	12/21/2018	539
FFCB 1.54 12/14/2020-17	3133EGEU5	0.95	FFCB Bond	6/14/2016	1.540	500,000.00	500,000.00	500,000.00	496,050.00	12/14/2020	1,263
FHLB 1.25 6/29/2018-16	3130A6WT0	1.92	FHLB Bond	12/29/2015	1.250	1,000,000.00	1,000,000.00	1,000,000.00	999,300.00	6/29/2018	364
FHLB 1.45 12/15/2020-16	3130A8EM1	0.95	FHLB Bond	6/15/2016	1.450	500,000.00	500,000.00	500,000.00	494,450.00	12/15/2020	1,264

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Book Value	Cost Value	Market Value	Maturity Date	Days To Maturity
FHLB 2.1 5/18/2022-18	3130ABCS3	1.91	FHLB Bond	5/18/2017	2.100	1,000,000.00	1,000,000.00	1,000,000.00	994,900.00	5/18/2022	1,783
FHLB 2.15 12/28/2021-17	3130AAEX2	1.92	FHLB Bond	12/28/2016	2.150	1,000,000.00	1,000,000.00	1,000,000.00	998,900.00	12/28/2021	1,642
FHLB Step 11/23/2021-17	3130A9W80	1.90	FHLB Bond	11/23/2016	1.378	1,000,000.00	1,000,000.00	1,000,000.00	988,700.00	11/23/2021	1,607
FHLMC 1.2 12/26/2017-14	3134G5AP0	0.96	FHLMC Bond	6/26/2014	1.200	500,000.00	500,000.00	500,000.00	500,100.00	12/26/2017	179
FHLMC 1.4 12/27/2019-17	3134G9SN8	1.91	FHLMC Bond	6/27/2016	1.400	1,000,000.00	1,000,000.00	1,000,000.00	994,800.00	12/27/2019	910
FHLMC Step 6/30/2021-16	3134G9WX1	1.89	FHLMC Bond	6/30/2016	1.348	1,000,000.00	1,000,000.00	1,000,000.00	982,400.00	6/30/2021	1,461
FNMA 1.25 6/30/2020-16	3136G3WT8	1.89	FNMA Bond	6/30/2016	1.250	1,000,000.00	1,000,000.00	1,000,000.00	985,500.00	6/30/2020	1,096
FNMA 1.375 12/30/2020-16	3136G3WP6	1.87	FNMA Bond	6/30/2016	1.375	1,000,000.00	1,000,000.00	1,000,000.00	970,500.00	12/30/2020	1,279
FNMA 1.375 5/26/2020-17	3136G3QB4	0.95	FNMA Bond	5/26/2016	1.375	500,000.00	500,000.00	500,000.00	492,550.00	5/26/2020	1,061
FNMA 1.55 10/28/2021-17	3136G4DX8	1.87	FNMA Bond	10/28/2016	1.550	1,000,000.00	1,000,000.00	1,000,000.00	972,200.00	10/28/2021	1,581
FNMA 1.75 6/16/2021-16	3136G3QC2	0.95	FNMA Bond	6/16/2016	1.750	500,000.00	500,000.00	500,000.00	493,400.00	6/16/2021	1,447
Sub Total / Average		**23.77**			**1.507**	**12,500,000.00**	**12,500,000.00**	**12,500,000.00**	**12,363,750.00**		**1,188**
Local Agency Investment Fund											
LAIF LGIP	LGIP0502	16.99	Local Government Investment Pool	6/30/2013	0.978	8,836,956.50	8,836,956.50	8,836,956.50	8,836,956.50	N/A	1
Sub Total / Average		**16.99**			**0.978**	**8,836,956.50**	**8,836,956.50**	**8,836,956.50**	**8,836,956.50**		**1**
Medium Term Notes											
Apple Inc 1.1 8/2/2019	037833CB4	1.90	Corporate Bond	11/8/2016	1.212	1,000,000.00	997,704.11	997,000.00	989,300.00	8/2/2019	763
Apple Inc. 2.25 2/23/2021-21	037833BS8	1.93	Corporate Bond	1/24/2017	2.279	1,000,000.00	999,018.51	998,903.00	1,006,600.00	2/23/2021	1,334
General Electric Var. Corp 8/1/2017	36962G6B5	1.92	Corporate Bond	7/31/2012	2.170	1,000,000.00	1,000,000.00	1,000,000.00	1,000,300.00	8/1/2017	32
Microsoft Corp 1.55 8/8/2021-21	594918BP8	1.88	Corporate Bond	10/12/2016	1.637	1,000,000.00	996,592.84	996,000.00	978,400.00	8/8/2021	1,500
Royal Bank of Canada 1.5 7/29/2019	78012KRK5	0.95	Corporate Bond	12/13/2016	1.853	500,000.00	496,434.76	495,500.00	496,150.00	7/29/2019	759
Royal Bk CDA MTN 2.5 1/19/2021	78012KKU0	1.94	Corporate Bond	1/25/2016	2.301	1,000,000.00	1,006,634.10	1,009,300.00	1,006,800.00	1/19/2021	1,299
Toronto Dominion Bank 1.4 4/30/2018	89114QAG3	0.96	Corporate Bond	9/29/2015	1.503	500,000.00	499,581.36	498,700.00	499,600.00	4/30/2018	304
Toronto-Dominion Bank 1.95 1/22/2019	89114QBE7	0.97	Corporate Bond	3/24/2016	1.652	500,000.00	502,264.12	504,100.00	502,100.00	1/22/2019	571
Toyota Motor Credit Corp 1.7 2/19/2019	89236TCU7	0.96	Corporate Bond	3/24/2016	1.473	500,000.00	501,810.54	503,210.00	500,600.00	2/19/2019	599
Wells Fargo Bank NA 2.15 12/6/2019	94988J5G8	1.93	Corporate Bond	1/31/2017	2.096	1,000,000.00	1,001,274.89	1,001,490.00	1,004,600.00	12/6/2019	889
Sub Total / Average		**15.35**			**1.869**	**8,000,000.00**	**8,001,315.23**	**8,004,203.00**	**7,984,450.00**		**866**
Negotiable Certificate of Deposit Securties											
Access Nat'l Bank 1.25 3/29/2018	00432KDF7	0.48	Certificate Of Deposit	6/30/2015	1.250	249,000.00	249,000.00	249,000.00	249,032.37	3/29/2018	272
Ally Bank 1.8 3/23/2020	02006LZ22	0.48	Certificate Of Deposit	3/23/2017	1.800	247,000.00	247,000.00	247,000.00	247,345.80	3/23/2020	997
American Exp 2.35 5/10/2022	02587CEU0	0.48	Negotiable Certificate Of Deposit	5/10/2017	2.350	247,000.00	247,000.00	247,000.00	248,012.70	5/10/2022	1,775

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Book Value	Cost Value	Market Value	Maturity Date	Days To Maturity
American Express Centurion Bank 2.2 11/29/2019	02587DWK0	0.48	Negotiable Certificate Of Deposit	12/1/2014	2.200	247,000.00	247,000.00	247,000.00	249,395.90	11/29/2019	882
Banco Popular 2.25 10/7/2020	05965GVP8	0.48	Negotiable Certificate Of Deposit	10/7/2015	2.250	247,000.00	247,000.00	247,000.00	250,211.00	10/7/2020	1,195
Bank Leumi USA 1.05 6/15/2018	063248FQ6	0.48	Negotiable Certificate Of Deposit	6/15/2016	1.050	248,000.00	248,000.00	248,000.00	247,280.80	6/15/2018	350
Bank of Baroda 2.3 4/18/2022	06062Q3D4	0.48	Certificate Of Deposit	4/17/2017	2.300	247,000.00	247,000.00	247,000.00	248,037.40	4/18/2022	1,753
Barclays Bank 1.9 4/15/2019	06740KGG6	0.48	Negotiable Certificate Of Deposit	4/15/2014	1.900	247,000.00	247,000.00	247,000.00	248,926.60	4/15/2019	654
Belmont Savings Bank 1.4 6/26/2018	080515AU3	0.48	Negotiable Certificate Of Deposit	6/26/2014	1.400	248,000.00	248,000.00	248,000.00	248,446.40	6/26/2018	361
Beneficial Mutual 1.55 11/16/2021	08173QBU9	0.46	Certificate Of Deposit	11/16/2016	1.550	248,000.00	248,000.00	248,000.00	241,601.60	11/16/2021	1,600
Berkshire Bank 1.25 11/29/2018	084601GN7	0.48	Certificate Of Deposit	11/29/2016	1.250	248,000.00	248,000.00	248,000.00	247,256.00	11/29/2018	517
BMW 2.2 9/30/2020	05580ACZ5	0.48	Negotiable Certificate Of Deposit	9/30/2015	2.200	247,000.00	247,000.00	247,000.00	250,211.00	9/30/2020	1,188
Capital One Bank 2.1 10/1/2019	140420PN4	0.48	Negotiable Certificate Of Deposit	10/1/2014	2.100	248,000.00	248,000.00	248,000.00	249,785.60	10/1/2019	823
Capital One NA 2.25 7/22/2020	14042E4Y3	0.48	Negotiable Certificate Of Deposit	7/22/2015	2.250	248,000.00	248,000.00	248,000.00	250,901.60	7/22/2020	1,118
Cit Bank Salt Lake City 2 5/28/2020	17284DBB7	0.48	Certificate Of Deposit	5/28/2015	2.000	247,000.00	247,000.00	247,000.00	248,556.10	5/28/2020	1,063
Comenity Bank Utah 1.75 1/2/2019	20033AEC6	0.48	Negotiable Certificate Of Deposit	1/2/2014	1.750	247,000.00	247,000.00	247,000.00	248,704.30	1/2/2019	551
Commerce St Bank 1.65 9/26/2019	20070PHK6	0.48	Certificate Of Deposit	6/26/2015	1.650	249,000.00	249,000.00	249,000.00	249,597.60	9/26/2019	818
Compass Bank 1.15 5/7/2018	20451PKP0	0.48	Certificate Of Deposit	5/6/2015	1.150	248,000.00	248,000.00	248,000.00	247,727.20	5/7/2018	311
Customers Bank 1 8/18/2017	23204HBJ6	0.48	Negotiable Certificate Of Deposit	6/18/2014	1.000	248,000.00	248,000.00	248,000.00	248,000.00	8/18/2017	49
Discover Greenwood 1.4 9/25/2017	254672AA6	0.48	Negotiable Certificate Of Deposit	9/24/2014	1.400	248,000.00	248,000.00	248,000.00	248,198.40	9/25/2017	87
East Boston Svgs Bank 1.1 12/24/2018	27113PAZ4	0.47	Negotiable Certificate Of Deposit	6/23/2016	1.100	248,000.00	248,000.00	248,000.00	246,611.20	12/24/2018	542
Enerbank 1.65 7/1/2019	29266NM95	0.48	Certificate Of Deposit	6/30/2015	1.650	249,000.00	249,000.00	249,000.00	249,174.30	7/1/2019	731
Everbank 1.5 3/29/2019	29976DVY3	0.48	Negotiable Certificate Of Deposit	3/30/2015	1.500	248,000.00	248,000.00	248,000.00	247,801.60	3/29/2019	637
First Bank 1.3 9/28/2018	31909PAW1	0.48	Certificate Of Deposit	3/29/2017	1.300	249,000.00	249,000.00	249,000.00	248,651.40	9/28/2018	455
First Bank 1.5 2/28/2019	319234AJ9	0.48	Certificate Of Deposit	6/30/2015	1.500	249,000.00	249,000.00	249,000.00	249,498.00	2/28/2019	608
First Bank Puerto Rico 1.7 1/31/2020	33767AU58	0.48	Certificate Of Deposit	1/31/2017	1.700	249,000.00	249,000.00	249,000.00	248,875.50	1/31/2020	945
First Merchants Bank 1.5 10/30/2018	32082BDF3	0.48	Negotiable Certificate Of Deposit	4/30/2014	1.500	248,000.00	248,000.00	248,000.00	249,190.40	10/30/2018	487
First Premier Bank 1.55 12/24/2018	33610RPL1	0.48	Negotiable Certificate Of Deposit	6/25/2014	1.550	248,000.00	248,000.00	248,000.00	248,272.80	12/24/2018	542
FirstTrust Savings 1.1 12/10/2018	337630AX5	0.48	Negotiable Certificate Of Deposit	6/10/2016	1.100	249,000.00	249,000.00	249,000.00	247,680.30	12/10/2018	528

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Book Value	Cost Value	Market Value	Maturity Date	Days To Maturity
Goldman Sachs Bank 2.35 3/15/2022	38148PGZ4	0.48	Certificate Of Deposit	3/15/2017	2.350	247,000.00	247,000.00	247,000.00	248,901.90	3/15/2022	1,719
Homebanc 1.35 4/17/2018	43738AEX0	0.48	Negotiable Certificate Of Deposit	4/17/2014	1.350	249,000.00	249,000.00	249,000.00	249,572.70	4/17/2018	291
HSBC Bank USA 1.25 5/10/2019-17	40434YCW5	0.47	Certificate Of Deposit	11/10/2016	1.250	249,000.00	249,000.00	249,000.00	246,510.00	5/10/2019	679
JP Morgan Chase Bank 1.3 4/10/2018	48125T6E0	0.48	Certificate Of Deposit	4/10/2015	1.300	248,000.00	248,000.00	248,000.00	248,124.00	4/10/2018	284
Key Bank 1.5 7/25/2019	49306SWV4	0.48	Certificate Of Deposit	1/25/2017	1.500	248,000.00	248,000.00	248,000.00	247,355.20	7/25/2019	755
Live Oak Bank 1.8 4/7/2020	538036CN2	0.48	Certificate Of Deposit	4/7/2017	1.800	249,000.00	249,000.00	249,000.00	249,323.70	4/7/2020	1,012
Marlin Business 2.1 4/26/2022	57116ANS3	0.47	Certificate Of Deposit	4/26/2017	2.100	247,000.00	247,000.00	247,000.00	245,740.30	4/26/2022	1,761
MB Finl Bank 1.2 6/10/2019	55266CRX6	0.47	Negotiable Certificate Of Deposit	6/10/2016	1.200	249,000.00	249,000.00	249,000.00	246,983.10	6/10/2019	710
Medallion Bank 1.35 6/13/2018	58403BP34	0.48	Negotiable Certificate Of Deposit	6/13/2014	1.350	249,000.00	249,000.00	249,000.00	249,498.00	6/13/2018	348
Mercantil Commerce Bank 1.9 4/17/2019	58733AAU3	0.48	Negotiable Certificate Of Deposit	4/17/2014	1.900	247,000.00	247,000.00	247,000.00	248,926.60	4/17/2019	656
Merrick Bank 1.8 6/19/2020	59013JYV5	0.48	Negotiable Certificate Of Deposit	6/19/2017	1.800	249,000.00	249,000.00	249,000.00	249,074.70	6/19/2020	1,085
Morton Community Bank 1.6 6/16/2020	619165GX5	0.48	Certificate Of Deposit	12/16/2016	1.600	249,000.00	249,000.00	249,000.00	247,655.40	6/16/2020	1,082
Oriental B&T 1.65 6/18/2018	686184WL2	0.48	Negotiable Certificate Of Deposit	12/16/2015	1.650	248,000.00	248,000.00	248,000.00	248,248.00	6/18/2018	353
Peapack Gladstone Bank 1.4 4/17/2018	704692AH5	0.48	Negotiable Certificate Of Deposit	4/17/2014	1.400	249,000.00	249,000.00	249,000.00	249,572.70	4/17/2018	291
PrivateBank 1.3 1/19/2018	74267GUM7	0.48	Negotiable Certificate Of Deposit	5/21/2014	1.300	248,000.00	248,000.00	248,000.00	248,272.80	1/19/2018	203
Providence Bank 1.3 12/28/2018	74374MAE4	0.48	Certificate Of Deposit	12/28/2016	1.300	249,000.00	249,000.00	249,000.00	248,327.70	12/28/2018	546
Sallie Mae 2.2 11/4/2020	795450WV3	0.48	Negotiable Certificate Of Deposit	11/4/2015	2.200	247,000.00	247,000.00	247,000.00	250,186.30	11/4/2020	1,223
Smartbank 1.2 2/23/2018	83172HCQ1	0.48	Negotiable Certificate Of Deposit	4/23/2014	1.200	249,000.00	249,000.00	249,000.00	249,423.30	2/23/2018	238
State Bank India 2.4 3/14/2022	8562846Z2	0.48	Certificate Of Deposit	3/14/2017	2.400	247,000.00	247,000.00	247,000.00	249,445.30	3/14/2022	1,718
Stearns Bank 1.75 5/26/2020	857894TQ2	0.48	Negotiable Certificate Of Deposit	5/24/2017	1.750	249,000.00	249,000.00	249,000.00	248,800.80	5/26/2020	1,061
Sussex Bank 1.45 8/29/2018	86933DAM4	0.48	Negotiable Certificate Of Deposit	12/29/2015	1.450	248,000.00	248,000.00	248,000.00	248,173.60	8/29/2018	425
Synchrony Bank 2.2 9/18/2020	87164YKB9	0.48	Negotiable Certificate Of Deposit	9/18/2015	2.200	247,000.00	247,000.00	247,000.00	250,136.90	9/18/2020	1,176
Third Federal 1.05 7/24/2017	88413QAQ1	0.48	Negotiable Certificate Of Deposit	5/23/2014	1.050	248,000.00	248,000.00	248,000.00	248,024.80	7/24/2017	24
Unity Bank 1.7 12/30/2019	91330LAD5	0.48	Certificate Of Deposit	6/30/2015	1.700	249,000.00	249,000.00	249,000.00	249,946.20	12/30/2019	913
Washington TR 1.35 10/10/2017	940637GP0	0.48	Negotiable Certificate Of Deposit	10/8/2014	1.350	248,000.00	248,000.00	248,000.00	248,024.80	10/10/2017	102
Webster Bank 1.8 6/11/2019	94768NJS4	0.48	Negotiable Certificate Of Deposit	6/11/2014	1.800	247,000.00	247,000.00	247,000.00	248,852.50	6/11/2019	711

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Book Value	Cost Value	Market Value	Maturity Date	Days To Maturity
Wells Fargo 1.5 12/17/2018	9497482Z9	0.48	Negotiable Certificate Of Deposit	12/17/2015	1.500	249,000.00	249,000.00	249,000.00	249,597.60	12/17/2018	535
WEX Midvale Bank 1.8 6/2/2020	92937CFS2	0.48	Negotiable Certificate Of Deposit	6/2/2017	1.800	247,000.00	247,000.00	247,000.00	247,148.20	6/2/2020	1,068
Whitney Bank 1.65 4/22/2019	966594AY9	0.48	Certificate Of Deposit	4/20/2017	1.650	249,000.00	249,000.00	249,000.00	249,373.50	4/22/2019	661
Worlds Foremost Bank 1.4 3/22/2019	981571BZ4	0.38	Certificate Of Deposit	3/24/2016	1.400	200,000.00	200,000.00	200,000.00	199,620.00	3/22/2019	630
Sub Total / Average		**28.09**			**1.634**	**14,588,000.00**	**14,588,000.00**	**14,588,000.00**	**14,611,824.47**		**748**
Obligation of the US Government											
T-Note 0.625 11/30/2017	912828UA6	1.92	Treasury Note	6/12/2013	1.016	1,000,000.00	998,403.32	982,968.75	997,900.00	11/30/2017	153
T-Note 0.625 9/30/2017	912828TS9	1.92	Treasury Note	6/27/2013	1.222	1,000,000.00	998,540.33	975,312.50	998,900.00	9/30/2017	92
T-Note 0.75 2/28/2018	912828UR9	1.92	Treasury Note	6/27/2013	1.352	1,000,000.00	996,129.72	972,812.50	997,000.00	2/28/2018	243
T-Note 1 5/31/2018	912828VE7	1.92	Treasury Note	6/6/2013	1.010	1,000,000.00	999,907.97	999,500.00	997,400.00	5/31/2018	335
Sub Total / Average		**7.67**			**1.150**	**4,000,000.00**	**3,992,981.34**	**3,930,593.75**	**3,991,200.00**		**206**
Total / Average		**100**			**1.506**	**52,157,956.50**	**52,152,253.07**	**52,092,753.25**	**52,021,180.97**		**721**

CITY OF MADERA

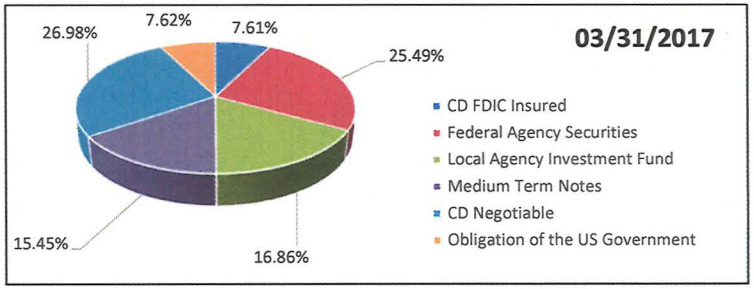
Council Investment Report

June 30, 2017

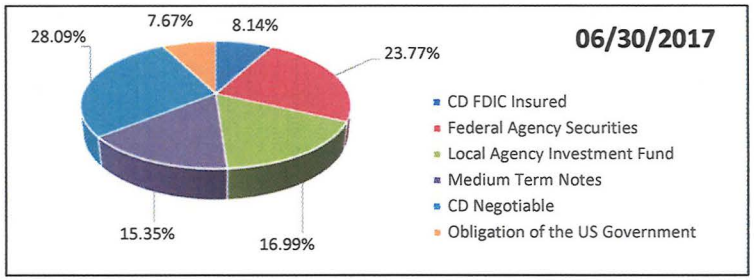
Benchmark Performance	Beginning Balance 3/31/2017	Ending Balance 6/30/2017
Weighted Average Yield	1.246	1.506
LAIF	0.82	0.98
2 Year Treasury	1.27	1.38

Investment Policy Compliance

Asset Class	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
CD FDIC Insured	7.61%	1.794	1026	2.710	3,984,000.00	3,984,000.00
Federal Agency Securities	25.49%	1.591	1310	3.460	13,500,000.00	13,344,255.00
Local Agency Investment Fund	16.86%	0.821	1	0.000	8,828,038.28	8,828,038.28
Medium Term Notes	15.45%	1.845	943	2.460	8,114,475.92	8,087,903.73
CD Negotiable	26.98%	1.528	682	1.820	14,096,000.00	14,124,767.99
Obligation of the US Government	7.62%	1.150	297	0.810	3,989,113.51	3,992,030.00
State Municipal Bonds	-	-	-			-
Total / Average	100.00%	1.465%	764	2.020	52,511,627.71	52,360,995.00



Asset Class	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
CD FDIC Insured	8.14%	1.815	985	2.600	4,233,000.00	4,233,000.00
Federal Agency Securities	23.77%	1.507	1188	3.160	12,500,000.00	12,363,750.00
Local Agency Investment Fund	16.99%	0.978	1	0.000	8,836,956.50	8,836,956.50
Medium Term Notes	15.35%	1.869	866	2.290	8,001,315.23	7,984,450.00
CD Negotiable	28.09%	1.634	748	1.990	14,588,000.00	14,611,824.47
Obligation of the US Government	7.67%	1.150	206	0.560	3,992,981.34	3,991,200.00
State Municipal Bonds	-	-	-		-	-
	100.00%	1.506%	721	1.720	52,152,253.07	52,021,180.97



Investment Policy Compliance	Max	Max Maturity	Compliance
CD FDIC Insured	30%	5 Years	Yes
Federal Agency Securities	90%	5 Years	Yes
Local Agency Investment Fund	65M	n/a	Yes
Medium Term Notes	30%	5 Years	Yes
CD Negotiable	30%	5 Years	Yes
Obligation of the US Government	90%	5 Years	Yes
State Municipal Bonds	20%	5 Years	Yes

Interest Bearing Accounts	Market Value
Union Bank - General Fund	10,317,347.42
Union Bank - Parking Fines	75,678.98
Union Bank - Special Program	131,322.16
Union Bank - Trust, Money Market	1,372,623.29
	11,896,971.85

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REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
September 20, 2017

AGENDA ITEM NUMBER:
B-13

Approved By:

COMMUNITY DEVELOPMENT DIRECTOR

CITY ADMINISTRATOR

Subject: **Consideration of a Resolution Approving a Professional Services Agreement with RRM Design Group for Professional Engineering Design Services for the Construction of a Fire Station and Authorizing the Mayor to Execute the Agreement on Behalf of the City.**

RECOMMENDATION:

It is recommended that the Council adopt a resolution approving a professional services agreement with RRM Design Group for professional engineering design services related to the construction of the new northwest Madera fire station.

SUMMARY:

With the voter's approval of Measure K in November of 2016, funding became available for the construction and staffing of a new fire station. The process of selecting an architectural firm to design the project commenced during spring of this year. After eleven firms responded to the City's request for qualifications, RRM Design Group was identified by the City's selection team as its preferred architectural firm. A scope of work and fee were subsequently negotiated to the satisfaction of both the selection team and RRM Design. The total compensation for the agreement includes $403,008 in basic services, $12,000 in estimated reimbursable expenses, and $40,000 for additional services which may be requested by the City.

DISCUSSION:

The City is working towards a goal of completing construction of a new fire station in the northwest part of the City by the end of 2018, or as soon thereafter as possible. The selection of a firm to design the new facility and prepare construction plans is an integral first step towards commencing construction. A request for qualification (RFQ) was released in May, generating a total of 11 responses from firms interested in working on the project. All responses were evaluated and ranked by a team that included Mayor Pro Tem Gallegos, the City Administrator, the Community Development Director, the Cal Fire Division Chief, and the Cal Fire Battalion Chief. RRM Design was selected by the team based on their approach to the work, the understanding of the City's project, and their experience in designing similar facilities.

The recommended scope of works calls for RRM Design to assist the City with schematic design and project layout before moving into detailed building design and the preparation of construction documents. The firm will also assist the City with bidding process, and will perform construction administration functions whereby they act as an extension of the City's development team throughout the construction process. The firm will be compensated on a time and materials basis, not-to-exceed the total amount of $403,008. Reimbursable expenses estimated at $12,000 are also allowed. Finally, an additional $40,000 is included in the agreement for additional work requested by the City but not specifically included in the basic scope of services.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The 2025 Action Plan includes Strategy #421: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

FINANCIAL IMPACT:

Funding for the design contract for the fire station has been appropriated from the portion of Measure K revenue allocated to the Fire Services, Fund 10252500.

RESOLUTION NO._____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE CONSTRUCTION OF A FIRE STATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera desires the construction of a new fire station to serve the northwest part of the City ("the Fire Station Project"); and

WHEREAS, the selection of a qualified architectural design firm is required in order to design the site and building and perform related services for the Fire Station Project; and

WHEREAS, the City underwent a competitive process to select a firm to perform engineering design services for the Fire Station Project before selecting RRM Design Group as its preferred architectural firm; and

WHEREAS, the City and RRM Design Group have agreed upon a scope of work and fee for services related to the Fire Station 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. City Council approves the Professional Services Agreement with RRM Design Group for Professional Engineering Design Services for the Construction of a Fire Station, a copy of which is on file with the City Clerk and referred to for particulars.
3. The Mayor is authorized to execute the agreement on behalf of the City.
4. This resolution is effective immediately.

* * * * * * * * * * *

AGREEMENT WITH RRM DESIGN GROUP FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR CONSTRUCTION OF FIRE STATION

This Agreement made and entered into this _____day of_____, 2017 between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY"**, and RRM Design Group, located in San Luis Obispo, CA, hereinafter called "CONSULTANT ".

W I T N E S S E T H

WHEREAS, CITY plans to construct a fire station in the City of Madera, California, hereinafter called "Project"; and

WHEREAS, CITY needs professional project development and engineering design services for the Project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional project development and design services and is knowledgeable of Federal, State, and City standard policies and regulatory requirements; and

WHEREAS, CITY desires to hire CONSULTANT for such professional project development and design services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional project development and design services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with

applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. CONSULTANT shall prepare brief minutes of such meetings and submit them to CITY for review and approval.

4. CITY'S OBLIGATIONS:

The CITY shall provide the consultant with the following:

a. A Project Manager to work with CONSULTANT;
b. Timely review of all submittals; and
c. Payment of all fees for permits.

5. COMPENSATION:

Consultant shall be compensated on a time and materials basis for satisfactory performance of professional engineering services described in this contract. The total amount of the basic fee shall not exceed four hundred three thousand and eight dollars ($403,008) based on the itemized estimate of tasks listed in Exhibit B - Budget.

Consultant shall be compensated for the amount of the expense, including all sub-consultant costs.

Hourly rates shall be consistent with the rates listed in Exhibit C – "Bill Rate Ranges". Consultant may adjust hourly rates on July 1st of each year for the life of this contract including all amendments, subject to the City's written consent, which shall not be unreasonably withheld. Adjustments to the hourly rates shall not affect the not-to-exceed amount specified above.

6. REIMBURSABLE EXPENSES

Consultant shall be reimbursed the actual expenses for Reimbursable Expenses incurred in performing services under this Agreement. All reimbursement claims must be supported by adequate documentation and show appropriate share breakdown. Reimbursable expenses do not include expenses that are usually and customarily included as part of Consultant's overhead. The total amount reimbursable expenses shall not exceed twelve thousand dollars ($12,000) without prior written approval by the CITY.

7. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

8. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through CITY'S Project Manager in writing and agreed to by CONSULTANT in writing for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of forty thousand dollars ($40,000).

9. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with

respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

10. LIABILITY INSURANCE:

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

a. Minimum Scope of Insurance

Consultant shall maintain limits no less than:

i. $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. ***Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.***

ii. $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

iii. **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

iv. $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

b. Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

c. Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency

reserves the right to require complete, certified copies of all required insurance policies, at any time.

d. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

e. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its sub-consultants or subcontractors.

f. Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

g. Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference

to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

h. Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

i. Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

j. Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

k. Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

11. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

12. TIME OF COMPLETION:

a. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in Exhibit D, Project Schedule.
b. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.
c. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 13.

d. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement in writing.

13. TERMINATION OF AGREEMENT:

a. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

b. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

   i. An illegal use of funds by CONSULTANT;

   ii. A failure by CONSULTANT to comply with any material term of this Agreement;

   iii. In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

14. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

15. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual

or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

16. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

18. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

19. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

20. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

21. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees.

22. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

23. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

24. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

25. CONSULTANT 'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

26. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that

party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA	**CONSULTANT**
David Merchen Community Development Department 205 W. 4th Street Madera, Ca 93637	Mike Scott RRM Design Group 3765 S. Higuera Street Ste 102 San Luis Obispo, Ca 93401

27. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * * * * * * * * *

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

CONSULTING FIRM

By: _____
Erik Justesen, CEO RRM Design Group

95-2923783
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A

PROJECT WORK PLAN – SCOPE OF WORK

City of Madera Fire Station No. 8

Scope of Services

August 17, 2017; Revised September 13, 2017

PROJECT UNDERSTANDING

The City of Madera is seeking public safety strategic planning services for the new Fire Station to serve the community of Madera in the northwest region of the City and area around the Madera Municipal Airport. The final site will be determined during the planning and preliminary project assessment phase.

The City desires to complete the design and construction of this new fire station before January 2019. With the schedule in mind, the City has requested that RRM base the design of this station on a previous RRM project, Bakersfield Fire station No. 5. This station will be approximately 9,800 sf with three (3) apparatus bays.

SCOPE OF SERVICES

RRM Design Group has been selected for this project to work with the City to refine the scope and associated fees. The following listing and description of phases and subtasks represent our approach for the project.

Phase 1: Planning and Preliminary Project Assessment

Task 1.1 Fire Station Conceptual Layout – Site Plan and Floor Plan (Already Started)
Task 1.2 Schematic Design

Phase 2: Design Development and Construction Documents

Task 2.1 Design Development
Task 2.2 Construction Documents
Task 2.3 Permitting

Phase 3: Bidding Phase

Task 3.1 Bidding

Phase 4: Construction and Project Completion

Task 4.1 Construction Administration
Task 4.2 Record Drawings and Project Close Out

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609
www.rrmdesign.com
a California corporation • Lenny Grant, Architect C26973 • Jerry Michael, PE 36895, LS 6276 • Jeff Ferber, LA 2844

Phase 1: Planning and Preliminary Project Assessment

Subtask 1.1: Fire Station Conceptual Layout – Site Plan and Floor Plan *(Already Started)*

RRM will refine the overall project schedule. RRM will review the program space needs summary for the project and validate the project budget assumptions. Working closely with the City's Fire Department, RRM will design a site layout to meet the needs of this specific site with consideration given to the site circulation, and a floor plan layout based on the operational needs of the City's Fire Department. RRM will assist the team to identify the most appropriate architectural character of the station to compliment the neighborhood and prepare conceptual building elevations for City's Fire Department approval. Each decision will be reviewed and evaluated by the impact to the project budget.

Objectives:

- *Refine the project schedule*
- *Review Facility Space Needs*
- *Verify the project budget*
- *Prepare conceptual layouts*
- *Identify architectural character*
- *Refine selected site plan, floor plan, and elevations; three (3) anticipated*

Deliverables:

- *Preliminary Project Schedule*
- *Project Space Needs Summary Review*
- *Preliminary Project Budget*
- *Two (2) Draft Conceptual Site Plan*
- *One (1) Final Conceptual Site Plan*
- *One (1) Draft Conceptual Building Floor Plan*
- *One (1) Final Conceptual Building Floor Plan*
- *Three (3) Draft Architectural Concept Building Massing*
- *One (1) Final Architectural Concept Building Massing*

Meetings:

- *One (1) kickoff meeting to review preliminary schedule, budget, and work plan strategy*
- *One (1) program validation meeting; concurrent with kickoff*
- *One (1) working project meeting to review draft site, floor plan, and elevations*
- *One (1) working project meeting to review the final site and floor plan, and draft concept massing*

Client Participation:

- *Attend working meetings*
- *Provide timely decisions*

Subtask 1.2: Schematic Design

With the conceptual floor plan and site plan defined, RRM will prepare a complete Schematic Design application package for submittal to the City Planning Division.

Bedrock Engineering, a civil engineering and land surveying company in Madera, will provide a topographic survey of the proposed construction area.

Tasks:

- *Prepare an addendum to Site Plan Review (SPR) package; in coordination with existing approval; identified as a 30% design package including civil, architecture and landscape architecture*
- *Secure utility information*
- *Assist City with preparation of presentation for planning commission; if needed*
- *Perform topographic survey*

Deliverables:

- *Project Schedule*
- *Preparation of a Qualified Cost Estimate*
- *30% Design Package*
    - *Architectural Site Plan – Colored for Presentation*
    - *Architectural Floor Plan*
    - *Architectural Building Elevations*
    - *Architectural Building Sections*
    - *Landscape Plan*
    - *Grading and Drainage plan*
    - *Site Photo*
    - *Colored Rendering*
    - *Parking and Circulation Plan (part of Site Plan)*
    - *Interior and Exterior Finish Board*

Meetings:

- *One (1) working project status meeting to review the Schematic Design and project budget*
- *Attendance at one (1) planning commission approval meeting; if needed*

Client Participation:

- *Attendance at working project status meetings*
- *Attendance at planning approval meetings*
- *Provide timely decisions regarding the design*
- *Assistance with preparation and processing of planning application; if needed*

Phase 2: Design Development and Construction Documents

Subtask 2.1: Design Development

Based on the Schematic Design documents and project budget, RRM and our consultant team will develop the building systems and site improvements for the project. In the Design Development subtask, the architectural and engineering team will design and layout the basic engineering systems. A Schematic Design/Design Development level construction cost estimate will be prepared to reflect the information developed in this task.

Decisions made in this phase are evaluated based on operational needs, durability, operations and maintenance, initial and long-term costs, sustainability, and other priorities identified in the program. We recommend a careful analysis at this stage to develop the most energy efficient design possible.

Tasks:

- *Work with the City to review the project design and budget*
- *Develop 100% Design Development package to include:*
    - *Architectural drawings*
    - *Engineering drawings; including*
        - *Plumbing, mechanical, electrical, civil, and structural*
    - *Progress specifications*
    - *Design Development level cost estimate*

Deliverables:

- *Design Development Drawings*
- *Design Development Progress Specifications*
- *Design Development Engineering Drawings; including*
    - *Plumbing, mechanical, electrical, civil, and structural*
- *Design Development Qualified Level Cost Review – by the design team*
- *Interior Finishes Materials Board*

Meetings:

- *One (1) meeting to present the Design Development package to City*

Client Participation:

- *Attend scheduled Design Development meetings*
- *Provide timely decisions regarding the design*
- *Review and approval of Design Development package*

Note: *Civil design includes utility connection to existing utilities in street and driveway design.*

Subtask 2.2: Construction Documents

Based on the Schematic Design/Design Development drawings, specifications, and the construction cost estimate, RRM and our subconsultants will proceed with the preparation of the Construction Documents.

Tasks:

- *Develop 100% Construction Documents package for permit submittal and bidding phase to include:*
    - *Architectural drawings*
    - *Engineering drawings; including*
        - *Plumbing, mechanical, electrical, civil, and structural*
    - *Specifications in CSI format*
    - *Title 24 reports*
    - *Structural calculations*
    - *Bid schedule*

- *Assist the City in preparing the front-end specification; Division 1 and General Conditions, if needed*
- *100% Construction Document level cost estimate*
- *RRM in-house QA/QC process*

Deliverables:

- *100% Construction Document package (for Client review and permit submittal)*
- *100% construction cost estimate with bid schedule*
- *Response to City comments*

Meetings:

- *One (1) meeting to review City team comments to the 100% Construction Document*

Client Participation:

- *Attendance of City/RRM team meetings*
- *Provide timely decisions regarding design and cost*
- *Provide Standard Division 1 and General Condition specifications*

Note: *Civil design includes utility connection to existing utilities in street and driveway design.*

Subtask 2.3: Permitting

RRM will submit the 100% Construction Documents to the City Building Department for plan check review at the end of the Construction Document task. RRM will respond to the plan check comments received in writing and prepare documentation to achieve permit ready status. During this subtask modification to the documents may also occur as a result of City team review comments and RRM's in-house QA/QC process. RRM will incorporate City agency plan check, RRM in-house QA/QC, and City review comments into the 100% Construction Document set for the project bidding process.

Tasks:

- *Submit to City for building permit*
- *Respond to plan check comments*

Deliverables:

- *100% Construction Documents with City's review team comments included submittal for bidding*

Meetings:

- *One (1) meeting to review plan check comments with the building department*

Client Participation:

- *Payment of plan check fees*
- *Attendance of RRM/agency meetings*

Phase 3: Bidding Phase

Subtask 3.1: Bidding

RRM and our subconsultants will assist the City during the bidding phase by participating in a pre-bid conference, evaluating and advising the City with regards to substitution requests, and responding to questions from prospective bidders in the form of an addendum.

Tasks:

- *Respond to bidder questions*
- *Prepare five (5) addendums*

Meetings:

- *One (1) pre-bid conference with prospective bidders*

Client Participation:

- *Attendance at pre-bid conference*
- *City will conduct bid opening*

Phase 4: Construction and Project Completion

Subtask 4.1: Construction Administration

RRM and our subconsultants will remotely assist the City during the construction phase by reviewing and responding to contractor submittals and requests for additional information, reviewing and responding to requests by the City or Contractor for changes in the work, observing and advising the City Construction Administrator regarding construction progress and conformance to the Contract Documents. We will attend regular progress meetings and assist the City in the preparation of a punch list and will advise the City on the status of the project concerning Substantial Completion and Final Completion.

Tasks:

- *Respond to Requests for Information*
- *Issue supplemental information/instructions*
- *Review payment applications*
- *Review change proposals and change orders*
- *Prepare field observation reports when needed*
- *Prepare punch list*
- *Attendance at construction project meetings every two weeks for 12 months for a total of 26 months*
- *Review of contractor provided record as-built drawings and operations and maintenance manuals*
- *Participate in a conference call for alternating project meetings every two (2) weeks when not in attendance on-site*
- *Review and approve submittals within five (5) working days*

Meetings:

- *One (1) pre-construction meeting*
- *Twenty-Six (26) on-site project meetings/construction observations; every two (2) weeks. Also, RRM to participate in a conference call for twenty-six (26) project meetings*
- *One (1) preliminary punch list walk-through*
- *One (1) final construction completion meeting*
- *Submittals*

Client Participation:

- *Attendance at job site meetings*

Subtask 4.2: Record Drawings and Project Closeout

RRM and our subconsultants will review the contractor's markups of record drawings to verify all revisions made during construction are included to provide the City with a complete record of the project as completed.

Tasks:

- *Review revisions and changes during construction*
- *Comment on revisions contractor has not yet incorporated*
- *Review final contractor markup set*

Deliverables:

- *List of missing revisions*
- *Scan of final contractor markups*
- *As built construction plans*

Client Participation:

- *Review and provide comment to initial record drawing set*

TASK AND FEE SUMMARY

TASK	DESCRIPTION	T&M NTE (see footnote)
Phase 1	**Planning and Preliminary Project Assessment**	
1.1	Fire Station Conceptual Layout – Site Plan and Floor Plan	$ 21,320
	Accelerated Design Process Savings (Previously completed)	$ (6,000)
1.2	Schematic Design	$ 38,843
	***Phase 1** Subtotal*	**$ 54,163**
Phase 2	**Design Development and Construction Documents**	
2.1	Design Development	$ 55,818
2.2	Construction Documents	$ 149,293
2.3	Permitting	$ 19,063
	***Phase 2** Subtotal*	**$ 224,173**
Phase 3	**Bidding Phase**	
3.1	Bidding	$ 10,330
	***Phase 3** Subtotal*	**$ 10,330**
Phase 4	**Construction and Project Completion**	
4.1	Construction Administration	$ 106,870
4.2	Record Drawings and Project Closeout	$ 7,473
	***Phase 4** Subtotal*	**$ 114,343**
	ESTIMATED PROJECT TOTAL:	**$403,009**
	Estimated Reimbursable Expenses:	**$12,000**

SCOPE OF SERVICES FOR OPTIONAL TASKS

Task X.01: Cost Estimate at Design Development Phase

A typical Fire Station process includes three (3) cost estimates throughout the design process, but due to the accelerated schedule, it is anticipated that only two (2) estimates (at the completion of Schematic Design and during the Construction Documents phase) will be provided. If request an additional cost estimate, at the completion of the Design Development, will be provided.

Task X.02 or X.03: Lot Line Adjustment or Lot Merger

Bedrock Engineering, a civil engineering and land surveying company in Madera, will provide the necessary services to facilitate a lot line adjustment or a lot merger. It is not anticipated that both services would be required.

Task X.04: AutoCAD As-Built Drawing Files

RRM and each of its consultants will implement each of the RFI's and contractor revisions presented in the contractor markups into an AutoCAD digital file to provide the City. The revised drawings will include architectural, landscape, civil, structural, mechanical, electrical, and plumbing.

OPTIONAL TASKS

TASK	DESCRIPTION	T&M NTE (see footnote)
X.01	Cost Estimate at Design Development Phase	$ 10,120
X.02	Lot Line Adjustment	$ 2,500
X.03	Lot Merger	$ 1,180
X.04	AutoCAD As-Built Drawing Files	$ 9.800

Fee Footnote

Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) establish the maximum that will be billed for each task. Amounts billed will reflect actual hours, and will not exceed the maximum amount shown without prior approval by the Client. The T&M NTE amounts include the subconsultant fees.

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for this project, are reimbursed by the Client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include, but are not limited to

reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis, each July 1st.

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Property location and data on project site(s)
- Development agreements
- Geotechnical reports
- CEQA documents

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee or hourly basis.

The following services or tasks are specifically excluded from the scope:

- Drawings for off-site electrical or gas utilities
    - *Civil will connect to utilities provided immediately adjacent to this site in the street under this contract*
- Building Commissioning Agent; provided by developer/owner
- LEED certification or documentation
- Street improvements (e.g., street lights, traffic signals)
- Undergrounding of overhead utilities
- Bid Forms and General Conditions; use City standard
- Legal description or plat maps for easements
- Detailed cost estimate at the completion of the Design Development task (Qualified cost review is included)
- Lot line adjustment or lot merger
- SWPPP/QSP inspection or monitoring services

If you have any questions or require clarification of the scope of services or fees outlined above, please do not hesitate to call us. Thank you again for this opportunity.

Attachment: Revised Fee Schedule - Budget
Bill rate ranges
Revised Schedule

EXHIBIT B

BUDGET

Madera City Fire Station

Madera, CA

			Consultants									Total Fees
			RRM Architecture	Corner-stone Struct Eng	BMA Mech Eng	Thoma Elect Eng	BedRock Survey	RRM Landscape	Bedrock Civil	None Geotech-nical Eng	Saylor Cost Est.	
			$243,840	$52,250	$27,253	$27,225	$6,380	$19,000	$14,300		$22,440	
				$47,500	$24,775	$24,750	$5,800		$13,000		$20,400	
Phase 1 - Planning and Project Assessment			58%	12%	6%	6%		0.0%			5%	
Task 1.1	**Fire Station Conceptual Layout / Program Verification**	**$ 21,320**										
Task 1.1a	Preliminary Project Program	$ 1,800										
Task 1.1b	Prliminary Project Schedule and Budget	$ 1,200										
Task 1.1c	**Conceptual Floor Plans**	$ 3,600	$21,320									**$21,320**
Task 1.1d	**Conceptual Building Elevations**	$ 5,680										
Task 1.1e	Refined plans	$ 2,800										
Task 1.1f	**Meetings - 2Team Meetings**	$ 6,240										
	Accelerated Design Savings											**-$6,000**
Task 1.2	**Schematic Design**	**$ 18,060**										
Task 1.2a	Preparation of Site Plan	$ 2,660										
Task 1.2b	Preparation of CUP package/Renderings	$ 5,960										
Task 1.2c	Consultant Coordination	$ 3,200										
Task 1.2d	Colored Board	$ 1,680	$18,060		$880	$3,273		$3,000	$2,200		$6,930	**$34,343**
Task 1.2e	Outline Specifications	$ -										
Task 1.2f	Construction Cost Estimate - Not at this Phases	$ -										
Task 1.2g	**Meetings -2 Team/Discretionary Review Meetings**	$ 4,560										
Task 5.3	**Survey**	**$ 1,200**										
Task 5.3a	Survey	$ 1,200	$1,200				$3,300					**$4,500**
Phase 2 - Design Development and Construction Documents												
Task 2.1	**Design Development**	**$ 28,920**										
Task 2.2a	Preparation of drawings	$ 15,600										
Task 2.1b	Preparation of progress specifications	$ 6,000										
Task 2.1c	Construction Cost Estimate	$ 1,200	$28,920	$14,850	$2,200	$3,548		$3,000	$3,300			**$55,818**
Task 2.1d	Interior Materials Board	$ 3,000										
Task 2.1e	**Meetings - 1 Team Meeting**	$ 3,120										
Task 2.2	**100% Construction Documents**	**$ 64,620**										
Task 2.2a	Preparation of drawings	$ 34,080										
Task 2.2b	Preparation of specifications	$ 10,100										
Task 2.2c	Preparation of calculations	$ -	$64,620	$22,000	$18,150	$13,613		$11,000	$4,400		$15,510	**$149,293**
Task 2.2d	Construction Cost Estimate	$ 3,800										
Task 2.2e	QAQC Review / Constructability Review	$ 9,200										
Task 2.2f	**Meetings - 1 Team Meeting**	$ 7,440										
Task 2.3	**Permitting**	**$ 9,520**										
Task 2.3a	Preparation of plan check and bid documents	$ 6,600	$9,520	$4,400	$2,420	$2,723						**$ 19,063**
Task 2.3b	**Meetings - 1 Team Meeting**	$ 2,920										
Phase 3 - Bidding												
Task 3.1	**Bidding**	**$ 6,700**										
Task 3.1a	Response to bidders	$ 1,000										
Task 3.1b	Preparation of addendums	$ 4,500	$6,700	$550	$330	$550			$2,200			**$10,330**
Task 3.1c	**Meetings - 1 Team Meeting**	$ 1,200										
Phase 4 - Construction and Project Completion												
Task 4.1	**Construction Administration**	**$ 86,500**										
Task 4.1a	Review of Submittals	$ 16,500										
Task 4.1b	Response to RFIs	$ 19,000	$86,500	$9,900	$2,750	$3,520		$2,000	$2,200			**$106,870**
Task 4.1c	Punch List review	$ 6,500										
Task 4.1d	**Job Site Meetings - 28 Job Site Meetings**	$ 44,500										
Task 4.2	**Record Drawings and Project Closeout**	**$ 6,400**										
Task 4.2a	Record Drawings	$ 6,400	$6,400	$550	$523							**$7,473**

FEE SUBTOTALS **$403,008**

Estimated Reimbursables **$12,000**

EXHIBIT C

BILL RATE RANGES

Bill Rate Ranges

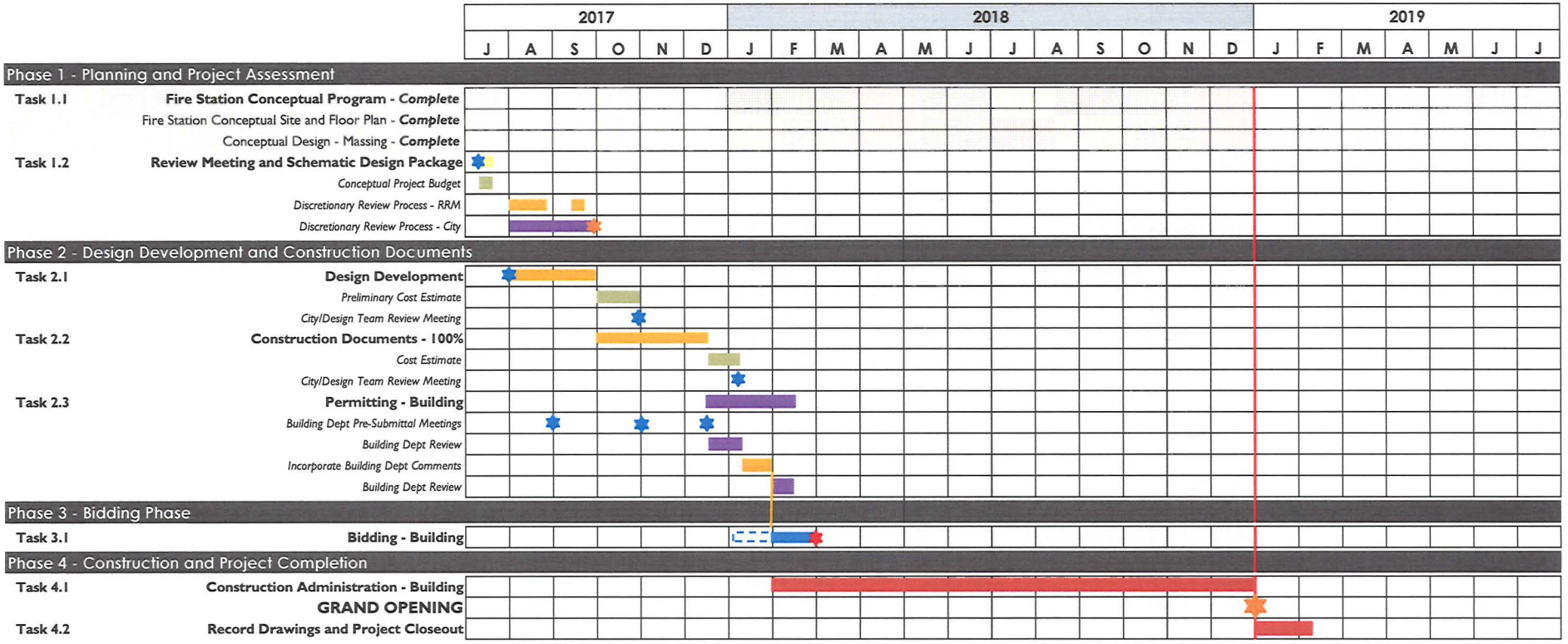
Subject to change effective July 1st each year

Accountant	$ 75	$ 140
Accounting Specialist	$ 50	$ 85
Accounting Technician	$ 40	$ 65
Administrative Assistant	$ 50	$ 105
Agency Coordinator	$ 55	$ 105
Architect	$ 90	$ 150
Assistant Designer	$ 65	$ 95
Assistant Manager of Architecture	$ 120	$ 180
Assistant Planner	$ 65	$ 95
Associate Designer	$ 75	$ 115
Associate Planner I	$ 75	$ 115
Associate Planner II	$ 85	$ 120
Billing Specialist	$ 45	$ 85
Business Development Coordinator	$ 80	$ 125
Business & Project Development Manager	$ 95	$ 140
Chief Executive Officer	$ 170	$ 315
Chief Operations Officer	$ 150	$ 280
Construction Inspector	$ 105	$ 150
Controller	$ 110	$ 245
Design Director	$ 130	$ 205
Designer - Landscape Architecture	$ 85	$ 120
Designer I - Architecture	$ 65	$ 100
Designer I - Engineering	$ 45	$ 80
Designer II - Architecture	$ 75	$ 110
Designer II - Engineering	$ 60	$ 100
Designer III - Architecture	$ 85	$ 145
Designer III - Engineering	$ 75	$ 125
Engineer I	$ 75	$ 120
Engineer II	$ 90	$ 140
Facilities Coordinator	$ 45	$ 80
Facilities Supervisor	$ 60	$ 105
File Clerk	$ 30	$ 60
Graphic Designer	$ 75	$ 125
Human Resources Assistant	$ 45	$ 80
Human Resources Generalist	$ 70	$ 125
Information Technology Assistant	$ 45	$ 80
Information Technology Technician	$ 60	$ 105
Information Technology Server/LAN Administrator	$ 80	$ 140
Interior Designer I	$ 50	$ 90
Interior Designer II	$ 65	$ 105
Intern	$ 35	$ 65
Job Captain	$ 85	$ 145
Landscape Architect	$ 80	$ 120
Land Surveyor	$ 105	$ 160
Manager of Architecture	$ 135	$ 230
Manager of Engineering Services	$ 150	$ 245
Manager of Human Resources	$ 100	$ 160
Manager of Information Technology	$ 110	$ 195
Manager of Landscape Architecture	$ 135	$ 230
Manager of Marketing	$ 100	$ 160
Manager of Planning	$ 135	$ 230
Manager of Surveying	$ 140	$ 210
Marketing Assistant	$ 45	$ 80
Marketing Coordinator	$ 60	$ 105
Office Coordinator	$ 65	$ 115
Party Chief	$ 90	$ 150
Principal	$ 165	$ 280
Principal Landscape Architect	$ 120	$ 210
Principal Planner	$ 120	$ 210
Project Accountant	$ 65	$ 125
Project Administrator	$ 70	$ 115
Project Architect	$ 100	$ 160
Project Engineer	$ 105	$ 160
Project Manager - Architecture	$ 95	$ 160
Project Manager - Engineering	$ 130	$ 220
Receptionist	$ 40	$ 80
Recruiter	$ 70	$ 125
Senior Architect	$ 125	$ 185
Senior Designer - Architecture	$ 100	$ 170
Senior Designer - Engineering	$ 95	$ 160
Senior Designer - Landscape Architecture	$ 100	$ 155
Senior Interior Designer	$ 80	$ 130
Senior Land Surveyor	$ 120	$ 185
Senior Landscape Architect	$ 100	$ 155
Senior Marketing Coordinator	$ 80	$ 130
Senior Party Chief	$ 105	$ 170
Senior Planner	$ 100	$ 155
Senior Project Engineer	$ 125	$ 205
Senior Project Manager - Architecture	$ 125	$ 215
Supervisor of Surveying	$ 125	$ 195
Survey Technician I	$ 50	$ 90
Survey Technician II	$ 60	$ 115
Survey Technician III	$ 75	$ 140

Survey Crew Rates		
REGULAR		
One person w/ GPS or Robotic Workstation	$ 125	$ 155
Two person	$ 175	$ 290
Three person	$ 235	$ 390
PREVAILING WAGE		
One person w/ GPS or Robotic Workstation	$ 150	$ 180
Two person	$ 225	$ 340
Three person	$ 325	$ 490

EXHIBIT D

PROJECT SCHEDULE



Note: City durations are projections from the City. Timing is dependent on the City.

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 20, 2017
AGENDA ITEM NUMBER B-14

PREPARED BY: Mary Anne Seay, Director
Parks & Community Services Department

APPROVED BY: David Tooley, City Administrator

SUBJECT: **CONSIDERATION OF MINUTE ORDER APPROVING A LETTER TO MADERA COUNTY REQUESTING AN EASEMENT DEED FOR USE BY THE CITY IN CONSTRUCTING A PORTION OF THE GATEWAY/UPRR TRAIL UNDERCROSSING AND AUTHORIZING THE MAYOR TO SIGN THE LETTER**

RECOMMENDATION:
Staff recommends Council approve the minute order approving a letter to Madera County requesting an Easement Deed for use by the City in constructing a portion of the Gateway/UPRR Trail Undercrossing. Staff further recommends that Council authorize the Mayor to sign the Letter on behalf of the City.

SUMMARY:
In order to complete right-of-way acquisition for the Vern McCullough River Trail Gateway/UPRR Undercrossing project, a Deed of Easement is required from Madera County for a 0.275 acre parcel of property above the Fresno River just south of the County Maintenance Yard. Staff is requesting Council approve the attached letter to the County Board of Supervisors asking for a Deed of Easement for the property.

DISCUSSION:

The Council approved project to construct a trail undercrossing beneath the Gateway Avenue Bridge and the Union Pacific Railroad (UPRR) trestle at the Fresno River may be ready to break ground as early as the summer of 2018. One of the many tasks that need to be finalized before this can occur is acquisition of all right-of-way within the project boundaries. The County of Madera currently administers land adjacent to and south of the County Maintenance Yard (see letter attachment, Exhibit B) situated off of North Gateway Drive and on the north slope of the banks of the Fresno River. The portion of the property in front of the Yard is currently occupied by a sidewalk and is therefore already dedicated to pedestrian use. The part of the requested easement south of the Yard on the river bank is currently unoccupied, offers no benefit to the County, has negligible monetary value and creates a continual maintenance burden for the County.

In order to obtain the required Deed of Easement, staff has prepared a request letter to the Board of Supervisors for the Mayor to sign. It is anticipated that the request can be agendized to go before the Board at their upcoming October 3, 2017 meeting.

FINANCIAL IMPACT:

There is no General Fund impact from the recommended action, as with many capital projects eventual completion of the undercrossing will consume General Fund resources for ongoing maintenance of the trail segment. Staff estimates annual maintenance costs to be in the range of $3,000 to $4,000.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

Strategy 401 – Develop and promote Madera as a walkable community with an emphasis on improving the quality of the natural resources.

Strategy 404 – Community Wellness: Promote increased community wellness.

Strategy 411 – Recreational Opportunities: Enhance and expand recreational activities available to Maderans.

Strategy 121 – Multi-modal transportation: ". . . ensure safe, affordable and convenient transportation modes for residents . . ."

September 20, 2017

Madera County Board of Supervisors
c/o Max Rodriguez, Chair
200 West 4th Street
Madera, CA 93637

Dear Supervisor Rodriguez:

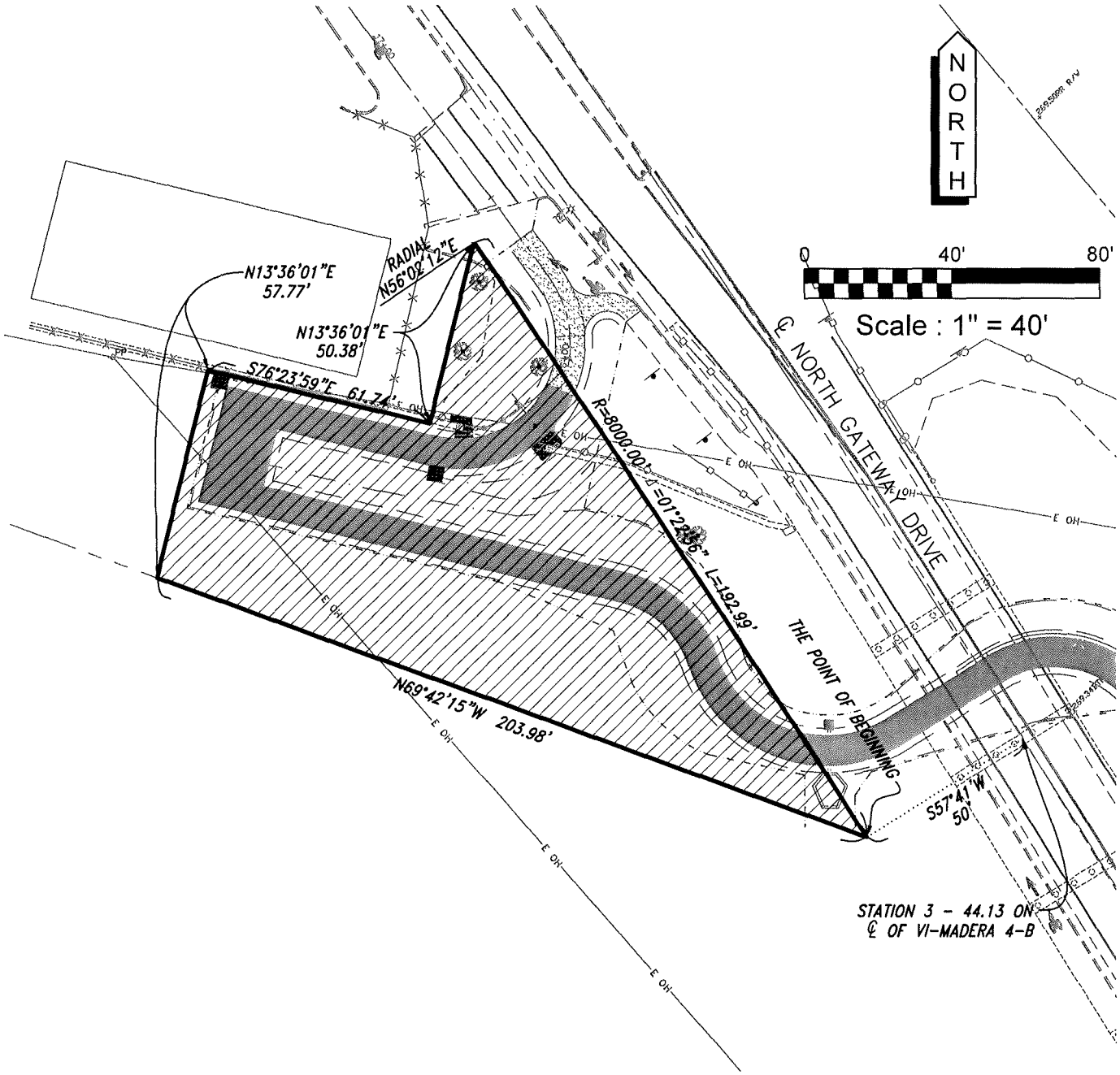
One of the premier recreation and transportation amenities in the City of Madera is the Vern McCullough Fresno River Trail spanning the City almost continuously on the banks of the Fresno River from the eastern to the western City Limits. Unfortunately for years the trail has terminated at the Union Pacific Railroad right-of-way approaching from the East, and North Gateway Drive approaching from the West. In order for pedestrians and bicyclists to legally cross this void, they must detour to the busy intersection at Gateway Drive and Cleveland Avenue, and make a crossing when traffic signals allow. In far too many instances, trail users choose the path of least resistance and cross the railroad tracks at an unauthorized crossing and proceed across Gateway Drive without the benefit of a crosswalk. For over a decade the City has worked with the state, the federal government and its local partner agencies to acquire financial resources and right-of-way to construct a trail segment that will pass under both Gateway and the railroad. This is necessary to finally achieve an uninterrupted trail that will be safe, scenic, and convenient for users.

Recently there has been encouraging progress in moving the project forward toward a potential construction date in the Summer of 2018. Construction plans are being finalized, required permits are being obtained and establishment of right-of-way is in its final stages. The issue of right-of-way is the reason for this communication. The County of Madera administers land (approximately 0.275 acres, see attachment Exhibit B) on the north bank of the Fresno River, west of Gateway Drive, which will be needed to accommodate a portion of the trail that descends beneath the Gateway Drive Bridge. The City of Madera is requesting that an item be placed on the Madera County Board of Supervisors October 3, 2017 Meeting Agenda to consider granting an easement to the City in accordance with the requirements for Federal Air Projects which allows for right-of-way to be donated as long as it is voluntary and the County is aware of its right to compensation. Thank you for your consideration in supporting this beneficial community project.

Sincerely,

Andrew J. Medellin
Mayor
City of Madera

City Council of the City of Madera
205 West 4th Street * Madera, CA 93637 * TEL (559) 661-5400 * FAX (559) 674-2972
www.madera-ca.gov



INDICATES AREA PUBLIC USE EASEMENT
11,992 SF / 0.275 AC

OWNER: MADERA COUNTY

LICENSED LAND SURVEYOR
DANIEL J. ZOLDAK
LIC. NO. 9279
Exp. 09/30/18
STATE OF CALIFORNIA

PREPARED BY:
LARS ANDERSEN & ASSOCIATES, INC.
4694 W. JACQUELYN AVENUE
FRESNO, CA. 93722
PHONE: (559) 276-2790
FAX: (559) 276-0850

EXHIBIT "B"

DANIEL J. ZOLDAK DATE

Return to Agenda

REPORT TO CITY COUNCIL

MEETING DATE: September 20, 2017

AGENDA ITEM NO.: B - 15

Approved:

Tim Przybyla, Director of Finance

For David R. Tooley, City Administrator

Subject: **CONSIDERATION OF A RESOLUTION ADOPTING THE CITY'S MASTER FEE SCHEDULE AND THE MASTER PENALTY SCHEDULE FOR FY 2017/2018.**

Recommendation:

Staff recommends Council Adopt the Resolution approving the Master Fee Schedule and the Master Penalty Schedule for FY 2017/2018.

Summary: Staff has reviewed the Master Fee Schedule and submitted recommendations for fee increases based on increased costs of doing business as well as maintaining a market appropriate fee schedule. These fee increases are detailed in Exhibit A, attached. Additionally, various fees previously approved by Council have been added to the Master Fee Schedule. There are no changes to the Master Penalty Schedule. Permitting Fees and Developer Impact Fees are currently under review and will be submitted for review at a future time.

Discussion:

A. The Parks and Community Services Department (PCS) team reviews and adjusts their rental, reservation and program fees on an annual basis. As a foundation for determining the recommended changes, PCS staff evaluate customer suggestions, our own revenue trend-lines for the past few years along with comparative data from 7 surrounding communities. The 7 cities we look to for comparison information are: Chowchilla, Clovis, Fresno, Kerman, Merced, Modesto, and Reedley. The ultimate goal is to identify market-rate appropriate fees for Madera's residents while balancing the need for increased revenue. It should also be noted that PCS

receives several anonymous donations to a scholarship fund for children who may otherwise be unable to participate in our fee-based recreation programs.

Some key adjustments for FY 17-18 include:

1. Adding the Bergon Senior Center to the list of facilities that allow alcohol;
2. Increasing the deposit for events where alcohol is served;
3. Increasing the alcohol surcharge for events where alcohol is served;
4. Increasing pool rental fees for private parties to more closely align with neighboring cities;
5. Increasing rental fees for some of our facilities;
6. Increasing outdoor lighting fees by $5/hour due to rising utility costs and comparative data; and
7. Adding an option to have early entry, late exit, or evening before set-up options.

B. New Community Development Fees include the addition of Rental Inspection fees and minor increases in other fees to adjust for the increased costs associated with the services.

C. Permitting Fees and Developer Impact Fees are currently under review and recommendations for adjustments will be presented at a later date.

Financial Impact:

The updates to the Master Fee Schedule include minor increases to keep up with inflation and new fees required for new services, which are intended to offset the cost of providing the service. No changes have been made to the Master Penalty Schedule.

Consistency with the Vision Madera 2025 Plan:

Approval of the Fiscal Year 2017/2018 Master Fee Schedule and Master Penalty Schedule is consistent with Strategy 115 of the Vision Plan – Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

EXHIBIT A:

Parks & Community Services
FACILITY & PARK RENTAL
FEE SCHEDULE

		Administrative Fees		Weekday (Excluding Holidays)						Weekends and Holidays						Deposit		Miscellaneous			
		FY 16-17 Current Fees	FY 17-18 Proposed Fees	FY 16-17 Current Fees	FY 17-18 Proposed Fees	FY 16-17 Current Fees	FY 17-18 Proposed Fees	FY 16-17 Current Fees	FY 17-18 Proposed Fees	FY 16-17 Current Fees	FY 17-18 Proposed Fees	FY 16-17 Current Fees	FY 17-18 Proposed Fees	FY 1617 Current Fees	FY 17-18 Proposed Fees	FY 16-17 Current Fees	FY 17-18 Proposed Fees	FY 16-17 Current Fees	FY 17-18 Proposed Fees	FY 16-17 Current Fees	FY 17-18 Proposed Fees
		Admin. (Non-Refundable)	Admin. (Non-Refundable)	Min. Rental Charge (Note 1)	Min. Rental Charge (Note 1)	Hourly Rental	Hourly Rental	Full Day Rental	Full Day Rental	Min. Rental Charge (Note 1)	Min. Rental Charge (Note 1)	Hourly Rental	Hourly Rental	Full Day Rental	Full Day Rental	General (Note 2)	General (Note 2)	Early Entry or Late Fee/Hour	Early Entry or Late Fee/Hour	Alcohol Surcharge	Alcohol Surcharge
Centennial Park	Swimming Pool Complex (1-75 people)	$ 25.00	N/A	$ 200.00	N/A	$ 50.00	N/A	$ 400.00	N/A	$ 200.00	N/A	$ 50.00	N/A	$ 400.00	N/A	$ 100.00	N/A	$ 15.00	N/A		
Centennial Park	Swimming Pool Complex (76-100 people)	$ 25.00	N/A	$ 235.00	N/A	$ 58.75	N/A	$ 470.00	N/A	$ 235.00	N/A	$ 58.75	N/A	$ 470.00	N/A	$ 100.00	N/A	$ 15.00	N/A		
Centennial Park	Swimming Pool Complex (1-100 people)		$ 25.00		$ 240.00		$ 60.00		N/A		$ 240.00		$ 60.00		N/A		$ 100.00		$ 20.00		
Centennial Park	Swimming Pool Complex (101-125 people)	$ 25.00	N/A	$ 270.00	N/A	$ 67.50	N/A	$ 540.00	N/A	$ 270.00	N/A	$ 67.50	N/A	$ 540.00	N/A	$ 100.00	N/A	$ 15.00	N/A		
Centennial Park	Swimming Pool Complex (126-150 people)	$ 25.00	N/A	$ 310.00	N/A	$ 77.50	N/A	$ 620.00	N/A	$ 310.00	N/A	$ 77.50	N/A	$ 620.00	N/A	$ 100.00	N/A	$ 15.00	N/A		
Centennial Park	Swimming Pool Complex (101-150 people)		$ 25.00		$ 320.00		$ 80.00		N/A		$ 320.00		$ 85.00		N/A		$ 100.00		$ 20.00		
Centennial Park	Swimming Pool Complex (151-175 people)	$ 25.00	N/A	$ 345.00	N/A	$ 86.25	N/A	$ 690.00	N/A	$ 345.00	N/A	$ 86.25	N/A	$ 690.00	N/A	$ 100.00	N/A	$ 15.00	N/A		
Centennial Park	Swimming Pool Complex (176-200 people)	$ 25.00	N/A	$ 380.00	N/A	$ 95.00	N/A	$ 760.00	N/A	$ 380.00	N/A	$ 95.00	N/A	$ 760.00	N/A	$ 100.00	N/A	$ 15.00	N/A		
Centennial Park	Swimming Pool Complex (151-200 people)		$ 25.00		$ 420.00		$ 105.00		N/A		$ 420.00		$ 105.00		N/A		$ 100.00		$ 20.00		
Centennial Park	Swimming Pool Complex (201-250 people)			$ 415.00	$ 540.00	$ 103.75	$ 135.00	$ 830.00	N/A	$ 415.00	$ 540.00	$ 103.75	$ 130.00	$ 830.00	N/A			$ 15.00	$ 20.00		
Centennial Park	Picnic Area	$ 25.00	N/A	$ 20.00	N/A	$ 5.00	N/A	$ 35.00	N/A	$ 30.00	N/A	$ 7.50	N/A	$ 50.00	N/A	$ 50.00	N/A	$ 15.00	N/A		
Frank A. Bergon	Computer Lab			$ 60.00	$ 50.00	$ 20.00	$ 25.00	$ 100.00	$ 125.00	$ 60.00	$ 50.00	$ 20.00	$ 25.00	$ 100.00	$ 125.00			$ 15.00	$ 20.00		
Frank A. Bergon	Multi-Purpose Room					$ 50.00	$ 75.00	$ 200.00	$ 400.00			$ 50.00	$ 75.00	$ 200.00	$ 400.00			$ 15.00	$ 20.00		
Frank A. Bergon	Multi-Purpose Room with alcohol				$ 150.00		$ 75.00		$ 400.00		$ 150.00		$ 75.00		$ 400.00		$ 200.00		$ 20.00		$ 250.00
Lions Town & Country Park	Pavilion			$ 30.00	$ 45.00	$ 10.00	$ 15.00	$ 55.00	$ 100.00	$ 60.00	$ 45.00	$ 20.00	$ 15.00	$ 115.00	$ 100.00			$ 15.00	$ 20.00		
Lions Town & Country Park	Picnic Shelter 1																	$ 15.00	$ 20.00		
Lions Town & Country Park	Picnic Shelter 2																	$ 15.00	$ 20.00		
Lions Town & Country Park	Redwood Area																	$ 15.00	$ 20.00		
Lions Town & Country Park	Amphitheater (4 hr. Min)			$ 40.00	$ 100.00	$ 10.00	$ 25.00	$ 65.00	$ 175.00	$ 80.00	$ 120.00	$ 20.00	$ 30.00	$ 140.00	$ 200.00			$ 15.00	$ 20.00		
Lions Town & Country Park	Ball Fields 1-9 (2 hr. Min.)			$ 20.00	$ 25.00	$ 10.00	$ 12.50	$ 80.00	$ 100.00	$ 20.00	$ 25.00	$ 10.00	$ 12.50	$ 80.00	$ 100.00			$ 15.00	$ 20.00		
Lions Town & Country Park	Ball Fields 1-9 Lights					$ 15.00	$ 20.00					$ 15.00	$ 20.00								
Lions Town & Country Park	Ball Fields 1-9 Field Preparation			$ 37.00	$ 45.00					$ 37.00	$ 45.00										
Lions Town & Country Park	Ball Fields 1-9 Bi-Weekly Field Prep.			$ 115.00	$ 150.00					$ 115.00	$ 150.00										
McNally Park	Picnic Shelter 1																	$ 15.00	$ 20.00		
Mexican American	Multi-Purpose Room 1																	$ 15.00	$ 20.00		
Mexican American	Multi-Purpose Room 2																	$ 15.00	$ 20.00		
Millview	Kitchen																	$ 15.00	$ 20.00		
Millview	Gym			$ 75.00	$ 105.00	$ 25.00	$ 35.00									$ 100.00	$ 200.00	$ 15.00	$ 20.00		
Pan American	Gym w/out alcohol															$ 100.00	$ 200.00	$ 15.00	$ 20.00		
Pan American	Gym with alcohol															$ 250.00	$ 500.00	$ 15.00	$ 20.00	$ 150.00	$ 250.00
Pan American	Multi-Purpose Room w/out alcohol																	$ 15.00	$ 20.00		
Pan American	Multi-Purpose Room with alcohol																	$ 15.00	$ 20.00	$ 150.00	$ 250.00
Pan American	Computer Lab																	$ 15.00	$ 20.00		
Pan American	Picnic Shelter 1 (Park Shelter)																	$ 15.00	$ 20.00		
Rotary Park	Pavilion w/out alcohol			$ 30.00	$ 37.50	$ 10.00	$ 12.50											$ 15.00	$ 20.00		
Rotary Park	Pavilion with alcohol			$ 30.00	$ 37.50	$ 10.00	$ 12.50									$ 150.00	$ 200.00	$ 15.00	$ 20.00		
Rotary Park	Picnic Shelter 1			$ 30.00	$ 40.00	$ 7.50	$ 10.00	$ 50.00	$ 75.00									$ 15.00	$ 20.00		
Rotary Park	Picnic Shelter 2			$ 30.00	$ 40.00	$ 7.50	$ 10.00	$ 50.00	$ 75.00									$ 15.00	$ 20.00		
Rotary Park	Picnic Shelter 3			$ 30.00	$ 40.00	$ 7.50	$ 10.00	$ 50.00	$ 75.00									$ 15.00	$ 20.00		
Rotary Park	Walking Track			$ 50.00	$ 60.00	$ 7.50	$ 15.00	$ 75.00	$ 85.00												
Rotary Park	Skate Park																	$ 15.00	$ 20.00		
Rotary Youth Hut	Multi-Purpose Room			$ 90.00	$ 120.00	$ 30.00	$ 40.00	$ 100.00	$ 180.00	$ 90.00	$ 120.00	$ 30.00	$ 40.00	$ 100.00	$ 180.00			$ 15.00	$ 20.00		
Sunrise Rotary Sports Comp.	Pavilion			$ 30.00	$ 37.50	$ 10.00	$ 12.50											$ 15.00	$ 20.00		
Sunrise Rotary Sports Comp.	Softball Fields 1 & 2 (2 hr. min.)			$ 20.00	$ 25.00	$ 10.00	$ 12.50	$ 80.00	$ 90.00	$ 20.00	$ 25.00	$ 10.00	$ 12.50	$ 80.00	$ 90.00			$ 15.00	$ 20.00		
Sunrise Rotary Sports Comp.	Softball Fields 1 & 2 Field Prep.			$ 37.00	$ 45.00					$ 37.00	$ 45.00										
Sunrise Rotary Sports Comp.	Softball Fields 1 & 2 Bi-Weekly Field Prep.			$ 115.00	$ 150.00					$ 115.00	$ 150.00										
Sunrise Rotary Sports Comp.	Soccer Field (2 hr. min.)			$ 20.00	$ 25.00	$ 10.00	$ 12.50	$ 80.00	$ 90.00	$ 20.00	$ 25.00	$ 10.00	$ 12.50	$ 80.00	$ 90.00			$ 15.00	$ 20.00		
Sunrise Rotary Sports Comp.	Soccer Field Lights					$ 15.00	$ 20.00					$ 15.00	$ 20.00								
Sunrise Rotary Sports Comp.	Soccer Field Prep.			$ 37.00	$ 50.00					$ 37.00	$ 50.00										
Sunrise Rotary Sports Comp.	Soccer Field Bi-Weekly Prep.			$ 115.00	$ 150.00					$ 115.00	$ 150.00										
Wells Youth Center	Computer Lab																	$ 15.00	$ 20.00		
Wells Youth Center	Multi-Purpose Room (Rec Room)																	$ 15.00	$ 20.00		
Wells Youth Center	Multi-Purpose Room (Teen Lounge)																	$ 15.00	$ 20.00		
Wells Youth Center	Multi-Purpose Room (Crafts)																	$ 15.00	$ 20.00		
Wells Youth Center	Gym															$ 100.00	$ 200.00	$ 15.00	$ 20.00		
Wells Youth Center	Patio																	$ 15.00	$ 20.00		
Wells Youth Center	Dance Studio																	$ 15.00	$ 20.00		

EXHIBIT A:

Wells Youth Center	Music Studio		$ 15.00	$ 20.00

PROGRAM FEES	Program Fees	
	FY 16-17	FY 17-18
	Current Fees	Proposed Fees
	Program (min.)	Program (min.)
Group Swimming Lessons (See Note 7)	$ 40.00	$ 45.00
Private Swimming Lessons	$ 75.00	$ 85.00
Public Swim Season Pass - Adult	$ 65.00	$ 80.00

STAFF	Fees	
	FY 16-17	FY 17-18
	Current Fees	Proposed Fees
	Hourly	Hourly
Movie Projectionist/Sound Tech. - 2 Required with Rental of Screen	$15 each	$18.32 each
After School Program Staff	$25.25 each	$27.35 each
Clean-Up After Event (See Note 9)	$25.25 each	$27.35 each

NOTES

1. Indoor facilities have a minimum rental charge of 3 x the hourly rate, outdoor facilities (including the pool) have a minimum rental charge of 4 x the hourly rate unless otherwise noted.
2. Facility clean-up costing more than the General Deposit will be billed to the renter at hourly labor cost plus materials. All damages will be billed to the renter.
3. 50% of total rental fee (including admin. fee and deposit) is due at time of reservation; balance is due 45 days prior to event. Cancellation before 45 days prior to event is eligible for full refund minus admin. fee. Cancellations and reservations not paid in full 45 days or less prior to event are subject to loss of all funds deposited (50% of total rental including admin. fee).
4. Based on availability and the Parks Department Director's approval, certain community-based non-profit organizations may use Parks Department meeting rooms for business meetings at no charge
5. Non-City hosted tournaments are required to pay the City $100 in addition to all other applicable charges.
6. Registered non-profits may be eligible for a 15% reduction of rental charges.
7. 2nd child in the household registered at the same time as the 1st child is eligible for a 10% reduction in activity fee (administrative fee not included). 3rd and subsequent children registered at the same time as the 1st and 2nd child are eligible for a 20% reduction in the activity fee.
8. Some programs (example T-ball) include a T-Shirt in the Program Fee . For programs not including a T-Shirt or for extra shirts the cost is $15.00/ shirt.
9. Renters are expected to leave fields, picnic areas and facilities clean after their rental, renters may be charged a fee for excessive trash or other clean-up.

Community Development Department

Code Compliance	Current	Proposed
Inspections	$40.00 per hour	$60.00 per hour
Re-Inspections	$40.00 per hour	$60.00 per hour
Re-scheduling Fee		$60.00 per hour
Registration Delinquecy Fee		$650.00 per hour

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE MASTER FEE SCHEDULE AND THE MASTER PENALTY SCHEDULE FOR FY 2017/2018.

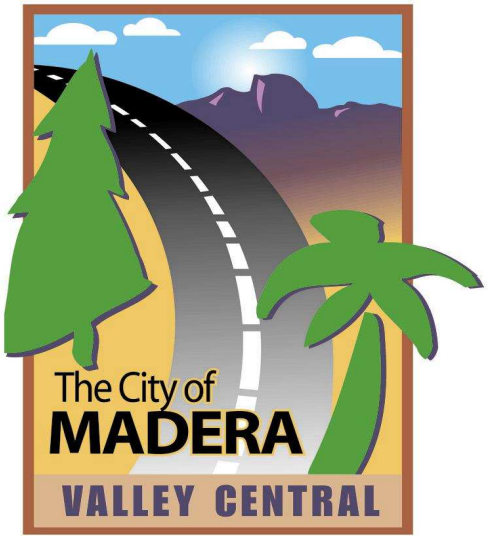
WHEREAS, there are no proposed changes to the Master Penalty Schedule for FY 2017/2018.

WHEREAS, The City Council desires to provide for adjustments and modification to the existing fees, together with the imposition of new fees and additional charges to the Master Fee Schedule as incorporated in the 2017/2018 Master Fee Schedule.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The City hereby finds and determines that the fees and charges imposed hereunder do not exceed a reasonable estimate of the cost of providing the service for which the fees are charged.
3. The City hereby approves the changes and additions to the Master Fee Schedule as identified in the attached Exhibit A and approves the adoption of the Master Penalty Schedule for FY 2017/201/8.
4. This resolution is effective immediately upon adoption.

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2017-2018

CITY OF MADERA

MASTER FEE SCHEDULE

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
A-1	Assembly—Fixed Seating	1,500	$4,468	$17.6355	$3,723	$14.6963	$2,979	$11.7570
-	Theater, Concert Hall	7,500	$5,526	$17.9910	$4,605	$14.9925	$3,684	$11.9940
-	-	15,000	$6,876	$16.4790	$5,730	$13.7325	$4,584	$10.9860
-	-	30,000	$9,347	$11.0130	$7,790	$9.1775	$6,232	$7.3420
-	-	75,000	$14,303	$4.8510	$11,919	$4.0425	$9,536	$3.2340
-	-	150,000	$17,942	$11.9610	$14,951	$9.9675	$11,961	$7.9740
A-2	Assembly—Food & Drink	700	$4,555	$38.9475	$3,796	$32.4563	$3,037	$25.9650
-	Restaurant, Night Club, Bar	3,500	$5,645	$40.3920	$4,705	$33.6600	$3,764	$26.9280
-	-	7,000	$7,059	$36.3690	$5,883	$30.3075	$4,706	$24.2460
-	-	14,000	$9,605	$23.9445	$8,004	$19.9538	$6,403	$15.9630
-	-	35,000	$14,633	$10.7595	$12,194	$8.9663	$9,756	$7.1730
-	-	70,000	$18,399	$26.2845	$15,333	$21.9038	$12,266	$17.5230
A-3	Assembly—Worship, Amusement	1,020	$4,523	$26.6693	$3,769	$22.2244	$3,015	$17.7795
-	Arcade, Church, Community Hall	5,100	$5,611	$27.8370	$4,676	$23.1975	$3,741	$18.5580
-	-	10,200	$7,031	$24.8940	$5,859	$20.7450	$4,687	$16.5960
-	-	20,400	$9,570	$16.2900	$7,975	$13.5750	$6,380	$10.8600
-	-	51,000	$14,555	$7.3710	$12,129	$6.1425	$9,703	$4.9140
-	-	102,000	$18,314	$17.9550	$15,262	$14.9625	$12,209	$11.9700
A-4	Assembly—Indoor Sport Viewing	500	$3,990	$48.6999	$3,325	$40.5833	$2,660	$32.4666
-	Arena, Skating Rink, Tennis Court	2,500	$4,964	$52.0020	$4,137	$43.3350	$3,309	$34.6680
-	-	5,000	$6,264	$45.4032	$5,220	$37.8360	$4,176	$30.2688
-	-	10,000	$8,534	$29.1276	$7,112	$24.2730	$5,689	$19.4184
-	-	25,000	$12,903	$13.5324	$10,753	$11.2770	$8,602	$9.0216
-	-	50,000	$16,286	$32.5728	$13,572	$27.1440	$10,858	$21.7152
A-5	Assembly—Outdoor Activities	1,500	$5,363	$20.6786	$4,469	$17.2322	$3,575	$13.7858
-	Amusement Park, Bleacher, Stadium	7,500	$6,604	$20.2770	$5,503	$16.8975	$4,402	$13.5180
-	-	15,000	$8,124	$19.3590	$6,770	$16.1325	$5,416	$12.9060
-	-	30,000	$11,028	$13.3380	$9,190	$11.1150	$7,352	$8.8920
-	-	75,000	$17,030	$5.6430	$14,192	$4.7025	$11,354	$3.7620
-	-	150,000	$21,263	$14.1750	$17,719	$11.8125	$14,175	$9.4500
A	A Occupancy Tenant Improvements	300	$2,243	$45.4174	$1,869	$37.8478	$1,495	$30.2783
-	-	1,500	$2,788	$48.1950	$2,323	$40.1625	$1,858	$32.1300
-	-	3,000	$3,511	$42.3360	$2,925	$35.2800	$2,340	$28.2240
-	-	6,000	$4,781	$27.3420	$3,984	$22.7850	$3,187	$18.2280
-	-	15,000	$7,241	$12.6090	$6,035	$10.5075	$4,828	$8.4060
-	-	30,000	$9,133	$30.4425	$7,611	$25.3688	$6,089	$20.2950

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
B	Business—Animal Hospital	420	$3,308	$49.0050	$2,756	$40.8375	$2,205	$32.6700
-	-	2,100	$4,131	$53.8245	$3,442	$44.8538	$2,754	$35.8830
-	-	4,200	$5,261	$45.6165	$4,384	$38.0138	$3,507	$30.4110
-	-	8,400	$7,177	$28.4940	$5,981	$23.7450	$4,785	$18.9960
-	-	21,000	$10,767	$13.7160	$8,973	$11.4300	$7,178	$9.1440
-	-	42,000	$13,648	$32.4945	$11,373	$27.0788	$9,098	$21.6630
B	Business—Bank	400	$2,706	$42.7444	$2,255	$35.6203	$1,804	$28.4963
-	-	2,000	$3,390	$47.9115	$2,825	$39.9263	$2,260	$31.9410
-	-	4,000	$4,348	$39.7440	$3,623	$33.1200	$2,899	$26.4960
-	-	8,000	$5,938	$24.2955	$4,948	$20.2463	$3,959	$16.1970
-	-	20,000	$8,853	$12.0285	$7,378	$10.0238	$5,902	$8.0190
-	-	40,000	$11,259	$28.1475	$9,383	$23.4563	$7,506	$18.7650
B	Business—Barber Shop/Beauty Shop	200	$2,172	$69.4980	$1,810	$57.9150	$1,448	$46.3320
-	-	1,000	$2,728	$79.2045	$2,274	$66.0038	$1,819	$52.8030
-	-	2,000	$3,520	$64.5300	$2,934	$53.7750	$2,347	$43.0200
-	-	4,000	$4,811	$38.7990	$4,009	$32.3325	$3,207	$25.8660
-	-	10,000	$7,139	$19.6290	$5,949	$16.3575	$4,759	$13.0860
-	-	20,000	$9,102	$45.5085	$7,585	$37.9238	$6,068	$30.3390
B	Business—Car Wash	200	$2,055	$67.8510	$1,712	$56.5425	$1,370	$45.2340
-	-	1,000	$2,597	$80.5248	$2,165	$67.1040	$1,732	$53.6832
-	-	2,000	$3,403	$62.8668	$2,836	$52.3890	$2,268	$41.9112
-	-	4,000	$4,660	$36.1476	$3,883	$30.1230	$3,107	$24.0984
-	-	10,000	$6,829	$19.3644	$5,691	$16.1370	$4,553	$12.9096
-	-	20,000	$8,765	$43.8264	$7,304	$36.5220	$5,844	$29.2176
B	Business—Clinic, Outpatient	700	$3,743	$32.9839	$3,119	$27.4866	$2,496	$21.9893
-	-	3,500	$4,667	$35.7345	$3,889	$29.7788	$3,111	$23.8230
-	-	7,000	$5,918	$30.7260	$4,931	$25.6050	$3,945	$20.4840
-	-	14,000	$8,068	$19.4265	$6,724	$16.1888	$5,379	$12.9510
-	-	35,000	$12,148	$9.1935	$10,123	$7.6613	$8,099	$6.1290
-	-	70,000	$15,366	$21.9510	$12,805	$18.2925	$10,244	$14.6340
B	Business—Dry Cleaning	200	$2,163	$67.9658	$1,803	$56.6381	$1,442	$45.3105
-	-	1,000	$2,707	$75.6270	$2,256	$63.0225	$1,805	$50.4180
-	-	2,000	$3,463	$63.2070	$2,886	$52.6725	$2,309	$42.1380
-	-	4,000	$4,727	$38.9565	$3,939	$32.4638	$3,151	$25.9710
-	-	10,000	$7,065	$19.0755	$5,887	$15.8963	$4,710	$12.7170
-	-	20,000	$8,972	$44.8605	$7,477	$37.3838	$5,981	$29.9070

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
B	Business—Laboratory	500	$2,244	$28.1988	$1,870	$23.4990	$1,496	$18.7992
-	-	2,500	$2,808	$31.3956	$2,340	$26.1630	$1,872	$20.9304
-	-	5,000	$3,593	$26.2332	$2,994	$21.8610	$2,395	$17.4888
-	-	10,000	$4,904	$16.1568	$4,087	$13.4640	$3,270	$10.7712
-	-	25,000	$7,328	$7.9272	$6,107	$6.6060	$4,885	$5.2848
-	-	50,000	$9,310	$18.6192	$7,758	$15.5160	$6,206	$12.4128
B	Business—Motor Vehicle Showroom	500	$2,762	$35.1776	$2,302	$29.3147	$1,841	$23.4518
-	-	2,500	$3,466	$39.8655	$2,888	$33.2213	$2,311	$26.5770
-	-	5,000	$4,462	$32.6835	$3,719	$27.2363	$2,975	$21.7890
-	-	10,000	$6,097	$19.7910	$5,081	$16.4925	$4,064	$13.1940
-	-	25,000	$9,065	$9.9090	$7,554	$8.2575	$6,044	$6.6060
-	-	50,000	$11,543	$23.0850	$9,619	$19.2375	$7,695	$15.3900
B	Business—Professional Office	1,000	$4,281	$26.6524	$3,567	$22.2103	$2,854	$17.7683
-	-	5,000	$5,347	$29.3085	$4,456	$24.4238	$3,564	$19.5390
-	-	10,000	$6,812	$24.8130	$5,677	$20.6775	$4,541	$16.5420
-	-	20,000	$9,293	$15.4845	$7,745	$12.9038	$6,196	$10.3230
-	-	50,000	$13,939	$7.4655	$11,616	$6.2213	$9,293	$4.9770
-	-	100,000	$17,672	$17.6715	$14,726	$14.7263	$11,781	$11.7810
B	Business—High Rise Office	20,000	$11,110	$2.9768	$9,258	$2.4806	$7,406	$1.9845
-	-	100,000	$13,491	$2.9070	$11,243	$2.4225	$8,994	$1.9380
-	-	200,000	$16,398	$1.9710	$13,665	$1.6425	$10,932	$1.3140
-	-	400,000	$20,340	$0.7950	$16,950	$0.6625	$13,560	$0.5300
-	-	1,000,000	$25,110	$0.6750	$20,925	$0.5625	$16,740	$0.4500
-	-	2,000,000	$31,860	$1.5930	$26,550	$1.3275	$21,240	$1.0620
B	B Occupancy Tenant Improvements	200	$1,677	$51.7793	$1,398	$43.1494	$1,118	$34.5195
-	-	1,000	$2,091	$56.2275	$1,743	$46.8563	$1,394	$37.4850
-	-	2,000	$2,654	$48.2220	$2,211	$40.1850	$1,769	$32.1480
-	-	4,000	$3,618	$30.4425	$3,015	$25.3688	$2,412	$20.2950
-	-	10,000	$5,445	$14.4585	$4,537	$12.0488	$3,630	$9.6390
-	-	20,000	$6,890	$34.4520	$5,742	$28.7100	$4,594	$22.9680
E	Educational—Group Occupancy	1,000	$3,642	$23.1120	$3,035	$19.2600	$2,428	$15.4080
-	6+ persons, up to the 12th Grade	5,000	$4,566	$26.0685	$3,805	$21.7238	$3,044	$17.3790
-	-	10,000	$5,870	$21.4920	$4,892	$17.9100	$3,913	$14.3280
-	-	20,000	$8,019	$13.0500	$6,683	$10.8750	$5,346	$8.7000
-	-	50,000	$11,934	$6.5070	$9,945	$5.4225	$7,956	$4.3380
-	-	100,000	$15,188	$15.1875	$12,656	$12.6563	$10,125	$10.1250

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
E	Educational—Day Care	500	$2,526	$31.1715	$2,105	$25.9763	$1,684	$20.7810
-	5+ children, older than 2 1/2 yrs	2,500	$3,149	$33.8175	$2,624	$28.1813	$2,099	$22.5450
-	-	5,000	$3,995	$29.0250	$3,329	$24.1875	$2,663	$19.3500
-	-	10,000	$5,446	$18.3465	$4,538	$15.2888	$3,631	$12.2310
-	-	25,000	$8,198	$8.6805	$6,832	$7.2337	$5,465	$5.7870
-	-	50,000	$10,368	$20.7360	$8,640	$17.2800	$6,912	$13.8240
E	E Occupancy Tenant Improvements	1,000	$1,764	$11.0295	$1,470	$9.1913	$1,176	$7.3530
-	-	5,000	$2,205	$12.1905	$1,838	$10.1588	$1,470	$8.1270
-	-	10,000	$2,815	$10.2735	$2,346	$8.5613	$1,877	$6.8490
-	-	20,000	$3,842	$6.3630	$3,202	$5.3025	$2,561	$4.2420
-	-	50,000	$5,751	$3.0780	$4,793	$2.5650	$3,834	$2.0520
-	-	100,000	$7,290	$7.2900	$6,075	$6.0750	$4,860	$4.8600
F-1	Factory Industrial—Moderate Hazard	4,000	$4,513	$6.0426	$3,761	$5.0355	$3,009	$4.0284
-	-	20,000	$5,480	$5.9076	$4,567	$4.9230	$3,653	$3.9384
-	-	40,000	$6,661	$4.0176	$5,551	$3.3480	$4,441	$2.6784
-	-	80,000	$8,268	$1.6056	$6,890	$1.3380	$5,512	$1.0704
-	-	200,000	$10,195	$1.3824	$8,496	$1.1520	$6,797	$0.9216
-	-	400,000	$12,960	$3.2400	$10,800	$2.7000	$8,640	$2.1600
F-2	Factory Industrial—Low Hazard	3,000	$3,484	$7.2158	$2,903	$6.0131	$2,323	$4.8105
-	-	15,000	$4,350	$7.9110	$3,625	$6.5925	$2,900	$5.2740
-	-	30,000	$5,536	$6.7095	$4,614	$5.5913	$3,691	$4.4730
-	-	60,000	$7,549	$4.2120	$6,291	$3.5100	$5,033	$2.8080
-	-	150,000	$11,340	$2.0250	$9,450	$1.6875	$7,560	$1.3500
-	-	300,000	$14,378	$4.7925	$11,981	$3.9938	$9,585	$3.1950
F	F Occupancy Tenant Improvements	2,000	$1,726	$5.4243	$1,438	$4.5203	$1,151	$3.6162
-	-	10,000	$2,160	$6.0264	$1,800	$5.0220	$1,440	$4.0176
-	-	20,000	$2,763	$5.0436	$2,302	$4.2030	$1,842	$3.3624
-	-	40,000	$3,771	$3.1104	$3,143	$2.5920	$2,514	$2.0736
-	-	100,000	$5,638	$1.5120	$4,698	$1.2600	$3,758	$1.0080
-	-	200,000	$7,150	$3.5748	$5,958	$2.9790	$4,766	$2.3832
H-1	High Hazard Group H-1	1,000	$2,886	$17.0460	$2,405	$14.2050	$1,924	$11.3640
-	Pose a detonation hazard	5,000	$3,568	$17.3160	$2,973	$14.4300	$2,378	$11.5440
-	-	10,000	$4,433	$15.9480	$3,695	$13.2900	$2,956	$10.6320
-	-	20,000	$6,028	$10.6710	$5,024	$8.8925	$4,019	$7.1140
-	-	50,000	$9,230	$4.6890	$7,691	$3.9075	$6,153	$3.1260
-	-	100,000	$11,574	$11.5740	$9,645	$9.6450	$7,716	$7.7160

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
H-2	High Hazard Group H-2	2,000	$3,196	$9.5634	$2,664	$7.9695	$2,131	$6.3756
-	Pose a deflagration hazard	10,000	$3,961	$9.9360	$3,301	$8.2800	$2,641	$6.6240
-	-	20,000	$4,955	$8.9424	$4,129	$7.4520	$3,303	$5.9616
-	-	40,000	$6,744	$5.8788	$5,620	$4.8990	$4,496	$3.9192
-	-	100,000	$10,271	$2.6460	$8,559	$2.2050	$6,847	$1.7640
-	-	200,000	$12,917	$6.4584	$10,764	$5.3820	$8,611	$4.3056
H-3	High Hazard Group H-3	800	$3,475	$26.4769	$2,896	$22.0641	$2,317	$17.6513
-	Readily support combustion	4,000	$4,323	$28.2285	$3,602	$23.5238	$2,882	$18.8190
-	-	8,000	$5,452	$24.6780	$4,543	$20.5650	$3,635	$16.4520
-	-	16,000	$7,426	$15.8580	$6,188	$13.2150	$4,951	$10.5720
-	-	40,000	$11,232	$7.3710	$9,360	$6.1425	$7,488	$4.9140
-	-	80,000	$14,180	$17.7255	$11,817	$14.7713	$9,454	$11.8170
H-4	High Hazard Group H-4	1,000	$3,463	$20.4552	$2,886	$17.0460	$2,309	$13.6368
-	Pose health hazards	5,000	$4,281	$20.7792	$3,568	$17.3160	$2,854	$13.8528
-	-	10,000	$5,320	$19.1376	$4,433	$15.9480	$3,547	$12.7584
-	-	20,000	$7,234	$12.8052	$6,028	$10.6710	$4,823	$8.5368
-	-	50,000	$11,075	$5.6268	$9,230	$4.6890	$7,384	$3.7512
-	-	100,000	$13,889	$13.8888	$11,574	$11.5740	$9,259	$9.2592
H-5	High Hazard Group H-5	1,000	$3,463	$20.4552	$2,886	$17.0460	$2,309	$13.6368
-	Semiconductor Fabrication, R&D	5,000	$4,281	$20.7792	$3,568	$17.3160	$2,854	$13.8528
-	-	10,000	$5,320	$19.1376	$4,433	$15.9480	$3,547	$12.7584
-	-	20,000	$7,234	$12.8052	$6,028	$10.6710	$4,823	$8.5368
-	-	50,000	$11,075	$5.6268	$9,230	$4.6890	$7,384	$3.7512
-	-	100,000	$13,889	$13.8888	$11,574	$11.5740	$9,259	$9.2592
H	H Occupancy Tenant Improvements	1,000	$1,781	$10.8945	$1,485	$9.0788	$1,188	$7.2630
-	-	5,000	$2,217	$11.6640	$1,848	$9.7200	$1,478	$7.7760
-	-	10,000	$2,800	$10.1628	$2,334	$8.4690	$1,867	$6.7752
-	-	20,000	$3,817	$6.5016	$3,181	$5.4180	$2,544	$4.3344
-	-	50,000	$5,767	$3.0240	$4,806	$2.5200	$3,845	$2.0160
-	-	100,000	$7,279	$7.2792	$6,066	$6.0660	$4,853	$4.8528
I-1	Institutional—7+ persons, ambulatory	2,000	$4,045	$11.7828	$3,371	$9.8190	$2,697	$7.8552
-	-	10,000	$4,987	$11.7072	$4,156	$9.7560	$3,325	$7.8048
-	-	20,000	$6,158	$11.0268	$5,132	$9.1890	$4,105	$7.3512
-	-	40,000	$8,364	$7.5168	$6,970	$6.2640	$5,576	$5.0112
-	-	100,000	$12,874	$3.2184	$10,728	$2.6820	$8,582	$2.1456

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
-	-	200,000	$16,092	$8.0460	$13,410	$6.7050	$10,728	$5.3640
I-2	Institutional—6+ persons, non-ambulatory	2,000	$5,056	$14.7285	$4,213	$12.2738	$3,371	$9.8190
-	-	10,000	$6,234	$14.6340	$5,195	$12.1950	$4,156	$9.7560
-	-	20,000	$7,698	$13.7835	$6,415	$11.4863	$5,132	$9.1890
-	-	40,000	$10,454	$9.3960	$8,712	$7.8300	$6,970	$6.2640
-	-	100,000	$16,092	$4.0230	$13,410	$3.3525	$10,728	$2.6820
-	-	200,000	$20,115	$10.0575	$16,763	$8.3813	$13,410	$6.7050
I-3	Institutional—6+ persons, restrained	2,000	$4,973	$14.5193	$4,144	$12.0994	$3,315	$9.6795
-	-	10,000	$6,134	$14.4720	$5,112	$12.0600	$4,090	$9.6480
-	-	20,000	$7,582	$13.5810	$6,318	$11.3175	$5,054	$9.0540
-	-	40,000	$10,298	$9.2520	$8,582	$7.7100	$6,865	$6.1680
-	-	100,000	$15,849	$3.9690	$13,208	$3.3075	$10,566	$2.6460
-	-	200,000	$19,818	$9.9090	$16,515	$8.2575	$13,212	$6.6060
I-4	Institutional—6+ persons, day care	1,000	$3,831	$22.5315	$3,193	$18.7763	$2,554	$15.0210
-	-	5,000	$4,732	$22.7475	$3,944	$18.9563	$3,155	$15.1650
-	-	10,000	$5,870	$21.0870	$4,892	$17.5725	$3,913	$14.0580
-	-	20,000	$7,979	$14.1975	$6,649	$11.8313	$5,319	$9.4650
-	-	50,000	$12,238	$6.1695	$10,198	$5.1413	$8,159	$4.1130
-	-	100,000	$15,323	$15.3225	$12,769	$12.7688	$10,215	$10.2150
I	I Occupancy Tenant Improvements	1,000	$1,757	$10.7082	$1,464	$8.9235	$1,171	$7.1388
-	-	5,000	$2,185	$11.4048	$1,821	$9.5040	$1,457	$7.6032
-	-	10,000	$2,755	$9.9684	$2,296	$8.3070	$1,837	$6.6456
-	-	20,000	$3,752	$6.4116	$3,127	$5.3430	$2,501	$4.2744
-	-	50,000	$5,675	$2.9700	$4,730	$2.4750	$3,784	$1.9800
-	-	100,000	$7,160	$7.1604	$5,967	$5.9670	$4,774	$4.7736
L	Labs (California ONLY)	2,000	$4,253	$12.2661	$3,545	$10.2218	$2,836	$8.1774
-	-	10,000	$5,235	$11.9772	$4,362	$9.9810	$3,490	$7.9848
-	-	20,000	$6,432	$11.4696	$5,360	$9.5580	$4,288	$7.6464
-	-	40,000	$8,726	$7.9560	$7,272	$6.6300	$5,818	$5.3040
-	-	100,000	$13,500	$3.3264	$11,250	$2.7720	$9,000	$2.2176
-	-	200,000	$16,826	$8.4132	$14,022	$7.0110	$11,218	$5.6088
M	Mercantile—Department & Drug Store	1,650	$4,290	$15.6296	$3,575	$13.0247	$2,860	$10.4198
-	-	8,250	$5,321	$16.3350	$4,435	$13.6125	$3,548	$10.8900
-	-	16,500	$6,669	$14.6070	$5,558	$12.1725	$4,446	$9.7380
-	-	33,000	$9,079	$9.5355	$7,566	$7.9462	$6,053	$6.3570
-	-	82,500	$13,799	$4.3335	$11,499	$3.6113	$9,200	$2.8890

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
-	-	165,000	$17,375	$10.5300	$14,479	$8.7750	$11,583	$7.0200
M	Mercantile—Market	2,000	$3,768	$11.2050	$3,140	$9.3375	$2,512	$7.4700
-	-	10,000	$4,664	$11.4885	$3,887	$9.5738	$3,110	$7.6590
-	-	20,000	$5,813	$10.4625	$4,844	$8.7188	$3,875	$6.9750
-	-	40,000	$7,906	$6.9615	$6,588	$5.8013	$5,270	$4.6410
-	-	100,000	$12,083	$3.0645	$10,069	$2.5538	$8,055	$2.0430
-	-	200,000	$15,147	$7.5735	$12,623	$6.3113	$10,098	$5.0490
M	Mercantile—Motor fuel-dispensing	400	$3,200	$48.9476	$2,667	$40.7897	$2,134	$32.6318
-	-	2,000	$3,984	$52.4610	$3,320	$43.7175	$2,656	$34.9740
-	-	4,000	$5,033	$45.6300	$4,194	$38.0250	$3,355	$30.4200
-	-	8,000	$6,858	$29.1600	$5,715	$24.3000	$4,572	$19.4400
-	-	20,000	$10,357	$13.6080	$8,631	$11.3400	$6,905	$9.0720
-	-	40,000	$13,079	$32.6970	$10,899	$27.2475	$8,719	$21.7980
M	Mercantile—Retail or wholesale store	1,000	$7,093	$41.6543	$5,911	$34.7119	$4,728	$27.7695
-	-	5,000	$8,759	$41.9310	$7,299	$34.9425	$5,839	$27.9540
-	-	10,000	$10,855	$38.9745	$9,046	$32.4788	$7,237	$25.9830
-	-	20,000	$14,753	$26.3115	$12,294	$21.9263	$9,835	$17.5410
-	-	50,000	$22,646	$11.4075	$18,872	$9.5062	$15,098	$7.6050
-	-	100,000	$28,350	$28.3500	$23,625	$23.6250	$18,900	$18.9000
M	M Occupancy Tenant Improvements	300	$2,108	$42.7208	$1,757	$35.6006	$1,405	$28.4805
-	-	1,500	$2,621	$45.3735	$2,184	$37.8113	$1,747	$30.2490
-	-	3,000	$3,301	$39.8385	$2,751	$33.1988	$2,201	$26.5590
-	-	6,000	$4,496	$25.6860	$3,747	$21.4050	$2,998	$17.1240
-	-	15,000	$6,808	$11.8530	$5,673	$9.8775	$4,539	$7.9020
-	-	30,000	$8,586	$28.6200	$7,155	$23.8500	$5,724	$19.0800
R-1	Residential—Transient	2,000	$4,456	$12.7575	$3,714	$10.6313	$2,971	$8.5050
-	Boarding Houses, Hotels, Motels	10,000	$5,477	$12.2985	$4,564	$10.2488	$3,651	$8.1990
-	-	20,000	$6,707	$11.9610	$5,589	$9.9675	$4,471	$7.9740
-	-	40,000	$9,099	$8.3475	$7,583	$6.9563	$6,066	$5.5650
-	-	100,000	$14,108	$3.4695	$11,756	$2.8913	$9,405	$2.3130
-	-	200,000	$17,577	$8.7885	$14,648	$7.3238	$11,718	$5.8590
R-2	Residential—Permanent, 2+ Dwellings	1,250	$3,549	$16.9796	$2,958	$14.1497	$2,366	$11.3198
-	Apartment, Dormitory, Timeshare	6,250	$4,398	$17.6175	$3,665	$14.6813	$2,932	$11.7450
-	-	12,500	$5,500	$15.8625	$4,583	$13.2188	$3,666	$10.5750
-	-	25,000	$7,482	$10.4445	$6,235	$8.7038	$4,988	$6.9630
-	-	62,500	$11,399	$4.6845	$9,499	$3.9038	$7,599	$3.1230

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
-	-	125,000	$14,327	$11.4615	$11,939	$9.5513	$9,551	$7.6410
R-3	Dwellings—Custom Homes	1,500	$2,739	$25.9133	$2,283	$21.5944	$1,826	$17.2755
-	-	2,500	$2,998	$37.9080	$2,499	$31.5900	$1,999	$25.2720
-	-	3,500	$3,377	$38.8463	$2,815	$32.3719	$2,252	$25.8975
-	-	4,500	$3,766	$23.0074	$3,138	$19.1728	$2,511	$15.3383
-	-	6,500	$4,226	$15.1817	$3,522	$12.6514	$2,817	$10.1211
-	-	10,000	$4,757	$47.5740	$3,965	$39.6450	$3,172	$31.7160
R-3	Dwellings—Models, First Master Plan	1,000	$2,950	$39.5190	$2,458	$32.9325	$1,967	$26.3460
-	-	1,600	$3,187	$39.9165	$2,656	$33.2638	$2,125	$26.6110
-	-	2,500	$3,546	$67.1625	$2,955	$55.9688	$2,364	$44.7750
-	-	3,000	$3,882	$48.2895	$3,235	$40.2413	$2,588	$32.1930
-	-	4,000	$4,365	$18.9135	$3,637	$15.7613	$2,910	$12.6090
-	-	6,500	$4,838	$74.4255	$4,031	$62.0213	$3,225	$49.6170
R-3	Dwellings—Production Phase	1,000	$2,206	$15.9480	$1,839	$13.2900	$1,471	$10.6320
-	of Master Plan (repeats)	1,600	$2,302	$24.1455	$1,918	$20.1213	$1,535	$16.0970
-	-	2,500	$2,519	$38.8935	$2,100	$32.4112	$1,680	$25.9290
-	-	3,000	$2,714	$34.0875	$2,262	$28.4063	$1,809	$22.7250
-	-	4,000	$3,055	$10.4517	$2,546	$8.7098	$2,037	$6.9678
-	-	6,500	$3,316	$51.0165	$2,763	$42.5138	$2,211	$34.0110
R-3	Dwellings—Alternate Materials	1,500	$3,191	$32.1367	$2,659	$26.7806	$2,127	$21.4245
-	-	2,500	$3,512	$42.8760	$2,927	$35.7300	$2,342	$28.5840
-	-	3,500	$3,941	$40.8578	$3,284	$34.0481	$2,627	$27.2385
-	-	4,500	$4,350	$26.8988	$3,625	$22.4156	$2,900	$17.9325
-	-	6,500	$4,888	$16.7207	$4,073	$13.9339	$3,258	$11.1471
-	-	10,000	$5,473	$54.7290	$4,561	$45.6075	$3,649	$36.4860
R-3	Dwellings—Hillside - Custom Homes	1,500	$2,987	$30.6382	$2,489	$25.5319	$1,992	$20.4255
-	-	2,500	$3,294	$42.6330	$2,745	$35.5275	$2,196	$28.4220
-	-	3,500	$3,720	$43.5308	$3,100	$36.2756	$2,480	$29.0205
-	-	4,500	$4,155	$25.3868	$3,463	$21.1556	$2,770	$16.9245
-	-	6,500	$4,663	$17.1990	$3,886	$14.3325	$3,109	$11.4660
-	-	10,000	$5,265	$52.6500	$4,388	$43.8750	$3,510	$35.1000
R-3	Dwellings—Hillside - Models, First Master	1,500	$2,987	$30.6382	$2,489	$25.5319	$1,992	$20.4255
-	Plan	2,500	$3,294	$42.6330	$2,745	$35.5275	$2,196	$28.4220
-	-	3,500	$3,720	$43.5308	$3,100	$36.2756	$2,480	$29.0205
-	-	4,500	$4,155	$25.3868	$3,463	$21.1556	$2,770	$16.9245
-	-	6,500	$4,663	$17.1990	$3,886	$14.3325	$3,109	$11.4660

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
-	-	10,000	$5,265	$52.6500	$4,388	$43.8750	$3,510	$35.1000
R-3	Dwellings—Hillside - Production Phase	1,500	$2,037	$12.5482	$1,697	$10.4569	$1,358	$8.3655
-	of Master Plan (repeats)	2,500	$2,162	$24.4890	$1,802	$20.4075	$1,441	$16.3260
-	-	3,500	$2,407	$25.4543	$2,006	$21.2119	$1,605	$16.9695
-	-	4,500	$2,661	$16.3215	$2,218	$13.6013	$1,774	$10.8810
-	-	6,500	$2,988	$9.4404	$2,490	$7.8670	$1,992	$6.2936
-	-	10,000	$3,318	$33.1830	$2,765	$27.6525	$2,212	$22.1220
R-3	Dwellings—Hillside - Alternate Materials	1,500	$2,873	$27.5805	$2,394	$22.9838	$1,915	$18.3870
-	-	2,500	$3,149	$40.0072	$2,624	$33.3394	$2,099	$26.6715
-	-	3,500	$3,549	$40.8915	$2,957	$34.0763	$2,366	$27.2610
-	-	4,500	$3,958	$24.2021	$3,298	$20.1684	$2,639	$16.1348
-	-	6,500	$4,442	$16.0341	$3,702	$13.3618	$2,961	$10.6894
-	-	10,000	$5,003	$50.0310	$4,169	$41.6925	$3,335	$33.3540
R-4	Residential—Assisted Living (6-16 persons)	1,500	$3,806	$14.8905	$3,171	$12.4088	$2,537	$9.9270
-	-	7,500	$4,699	$14.9715	$3,916	$12.4763	$3,133	$9.9810
-	-	15,000	$5,822	$13.9455	$4,852	$11.6213	$3,881	$9.2970
-	-	30,000	$7,914	$9.4140	$6,595	$7.8450	$5,276	$6.2760
-	-	75,000	$12,150	$4.0770	$10,125	$3.3975	$8,100	$2.7180
-	-	150,000	$15,208	$10.1385	$12,673	$8.4488	$10,139	$6.7590
R	R Occupancy Tenant Improvements	1,000	$1,955	$12.4538	$1,630	$10.3781	$1,304	$8.3025
-	-	5,000	$2,454	$14.1075	$2,045	$11.7563	$1,636	$9.4050
-	-	10,000	$3,159	$11.5830	$2,633	$9.6525	$2,106	$7.7220
-	-	20,000	$4,317	$7.0065	$3,598	$5.8388	$2,878	$4.6710
-	-	50,000	$6,419	$3.4965	$5,349	$2.9138	$4,280	$2.3310
-	-	100,000	$8,168	$8.1675	$6,806	$6.8063	$5,445	$5.4450
S-1	Storage—Moderate Hazard	1,000	$1,413	$8.5590	$1,178	$7.1325	$942	$5.7060
-	-	5,000	$1,756	$9.0396	$1,463	$7.5330	$1,170	$6.0264
-	-	10,000	$2,208	$7.9704	$1,840	$6.6420	$1,472	$5.3136
-	-	20,000	$3,005	$5.1768	$2,504	$4.3140	$2,003	$3.4512
-	-	50,000	$4,558	$2.3760	$3,798	$1.9800	$3,038	$1.5840
-	-	100,000	$5,746	$5.7456	$4,788	$4.7880	$3,830	$3.8304
S-1	Storage—Moderate Hazard, Repair Garage	500	$1,512	$18.3600	$1,260	$15.3000	$1,008	$12.2400
-	Motor Vehicles (not High Hazard)	2,500	$1,879	$19.4724	$1,566	$16.2270	$1,253	$12.9816
-	-	5,000	$2,366	$17.1180	$1,971	$14.2650	$1,577	$11.4120
-	-	10,000	$3,222	$11.0664	$2,685	$9.2220	$2,148	$7.3776
-	-	25,000	$4,882	$5.0976	$4,068	$4.2480	$3,254	$3.3984

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
-	-	50,000	$6,156	$12.3120	$5,130	$10.2600	$4,104	$8.2080
S-2	Storage—Low Hazard	500	$2,322	$27.3038	$1,935	$22.7531	$1,548	$18.2025
-	-	2,500	$2,868	$27.5670	$2,390	$22.9725	$1,912	$18.3780
-	-	5,000	$3,557	$25.5420	$2,964	$21.2850	$2,372	$17.0280
-	-	10,000	$4,834	$17.2035	$4,029	$14.3363	$3,223	$11.4690
-	-	25,000	$7,415	$7.4925	$6,179	$6.2438	$4,943	$4.9950
-	-	50,000	$9,288	$18.5760	$7,740	$15.4800	$6,192	$12.3840
S-2	Storage—Low Hazard, Aircraft Hangar	1,000	$2,322	$13.6519	$1,935	$11.3766	$1,548	$9.1013
-	-	5,000	$2,868	$13.7835	$2,390	$11.4863	$1,912	$9.1890
-	-	10,000	$3,557	$12.7575	$2,964	$10.6313	$2,372	$8.5050
-	-	20,000	$4,833	$8.6175	$4,028	$7.1813	$3,222	$5.7450
-	-	50,000	$7,418	$3.7395	$6,182	$3.1163	$4,946	$2.4930
-	-	100,000	$9,288	$9.2880	$7,740	$7.7400	$6,192	$6.1920
S-2	Storage—Low Hazard, Parking Garages	1,000	$1,973	$11.8152	$1,644	$9.8460	$1,315	$7.8768
-	Open or Enclosed	5,000	$2,445	$12.2688	$2,038	$10.2240	$1,630	$8.1792
-	-	10,000	$3,059	$11.0376	$2,549	$9.1980	$2,039	$7.3584
-	-	20,000	$4,162	$7.2576	$3,469	$6.0480	$2,775	$4.8384
-	-	50,000	$6,340	$3.2616	$5,283	$2.7180	$4,226	$2.1744
-	-	100,000	$7,970	$7.9704	$6,642	$6.6420	$5,314	$5.3136
S	S Occupancy Tenant Improvements	1,000	$1,335	$8.1135	$1,113	$6.7613	$890	$5.4090
-	-	5,000	$1,660	$8.6265	$1,383	$7.1888	$1,107	$5.7510
-	-	10,000	$2,091	$7.5735	$1,743	$6.3113	$1,394	$5.0490
-	-	20,000	$2,849	$4.8825	$2,374	$4.0688	$1,899	$3.2550
-	-	50,000	$4,313	$2.2545	$3,594	$1.8788	$2,876	$1.5030
-	-	100,000	$5,441	$5.4405	$4,534	$4.5338	$3,627	$3.6270
U	Accessory—Agricultural Building	600	$1,775	$18.4343	$1,479	$15.3619	$1,183	$12.2895
-	-	3,000	$2,217	$20.2635	$1,848	$16.8863	$1,478	$13.5090
-	-	6,000	$2,825	$17.1450	$2,354	$14.2875	$1,884	$11.4300
-	-	12,000	$3,854	$10.6965	$3,212	$8.9138	$2,569	$7.1310
-	-	30,000	$5,779	$5.1705	$4,816	$4.3088	$3,853	$3.4470
-	-	60,000	$7,331	$12.2175	$6,109	$10.1813	$4,887	$8.1450
U	Accessory—Barn or Shed	200	$1,226	$38.6910	$1,022	$32.2425	$817	$25.7940
-	-	1,000	$1,535	$43.3215	$1,279	$36.1013	$1,024	$28.8810
-	-	2,000	$1,969	$35.9775	$1,640	$29.9813	$1,312	$23.9850
-	-	4,000	$2,688	$22.0455	$2,240	$18.3713	$1,792	$14.6970
-	-	10,000	$4,011	$10.8675	$3,342	$9.0563	$2,674	$7.2450

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
-	-	20,000	$5,098	$25.4880	$4,248	$21.2400	$3,398	$16.9920
U	Accessory—Private Garage	200	$1,033	$34.7254	$861	$28.9378	$688	$23.1503
-	-	1,000	$1,310	$42.0795	$1,092	$35.0663	$874	$28.0530
-	-	2,000	$1,731	$32.1300	$1,443	$26.7750	$1,154	$21.4200
-	-	4,000	$2,374	$18.0135	$1,978	$15.0113	$1,583	$12.0090
-	-	10,000	$3,455	$9.9495	$2,879	$8.2913	$2,303	$6.6330
-	-	20,000	$4,450	$22.2480	$3,708	$18.5400	$2,966	$14.8320
U	Accessory—Other	1,000	$1,881	$12.3424	$1,567	$10.2853	$1,254	$8.2283
-	-	5,000	$2,375	$14.5260	$1,979	$12.1050	$1,583	$9.6840
-	-	10,000	$3,101	$11.4345	$2,584	$9.5288	$2,067	$7.6230
-	-	20,000	$4,244	$6.6420	$3,537	$5.5350	$2,830	$4.4280
-	-	50,000	$6,237	$3.5100	$5,198	$2.9250	$4,158	$2.3400
-	-	100,000	$7,992	$7.9920	$6,660	$6.6600	$5,328	$5.3280
-	Other Tenant Improvements	1,000	$1,915	$11.9003	$1,596	$9.9169	$1,277	$7.9335
-	-	5,000	$2,391	$13.0680	$1,992	$10.8900	$1,594	$8.7120
-	-	10,000	$3,044	$11.0835	$2,537	$9.2363	$2,030	$7.3890
-	-	20,000	$4,153	$6.9255	$3,461	$5.7713	$2,768	$4.6170
-	-	50,000	$6,230	$3.3345	$5,192	$2.7788	$4,154	$2.2230
-	-	100,000	$7,898	$7.8975	$6,581	$6.5813	$5,265	$5.2650
R-3	Residential Room Addition	50	$1,237	$144.8348	$1,031	$120.6956	$825	$96.5565
-	-	250	$1,527	$145.0845	$1,272	$120.9038	$1,018	$96.7230
-	-	500	$1,890	$135.4995	$1,575	$112.9163	$1,260	$90.3330
-	-	1,000	$2,567	$91.8900	$2,139	$76.5750	$1,711	$61.2600
-	-	2,500	$3,945	$39.6360	$3,288	$33.0300	$2,630	$26.4240
-	-	5,000	$4,936	$98.7255	$4,114	$82.2713	$3,291	$65.8170
SHELL BUILDINGS								
-	All Shell Buildings	1,000	$1,571	$9.4446	$1,309	$7.8705	$1,047	$6.2964
-	-	5,000	$1,948	$9.8928	$1,624	$8.2440	$1,299	$6.5952
-	-	10,000	$2,443	$8.8128	$2,036	$7.3440	$1,629	$5.8752
-	-	20,000	$3,324	$5.7672	$2,770	$4.8060	$2,216	$3.8448
-	-	50,000	$5,054	$2.6136	$4,212	$2.1780	$3,370	$1.7424
-	-	100,000	$6,361	$6.3612	$5,301	$5.3010	$4,241	$4.2408
A-2	Shell: Assembly—Food & Drink	1,000	$1,837	$10.7703	$1,531	$8.9753	$1,225	$7.1802
-	-	5,000	$2,268	$10.8000	$1,890	$9.0000	$1,512	$7.2000
-	-	10,000	$2,808	$10.0656	$2,340	$8.3880	$1,872	$6.7104
-	-	20,000	$3,815	$6.8148	$3,179	$5.6790	$2,543	$4.5432

Plan Check and Inspection Fees by Occupancy Class and Construction Type

IBC Class	IBC Occupancy Type	Project Size Threshold	Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
			Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
-	-	50,000	$5,859	$2.9484	$4,883	$2.4570	$3,906	$1.9656
-	-	100,000	$7,333	$7.3332	$6,111	$6.1110	$4,889	$4.8888
B	Shell: Business—Clinic, Outpatient	1,000	$2,296	$13.4629	$1,914	$11.2191	$1,531	$8.9753
-	-	5,000	$2,835	$13.5000	$2,363	$11.2500	$1,890	$9.0000
-	-	10,000	$3,510	$12.5820	$2,925	$10.4850	$2,340	$8.3880
-	-	20,000	$4,768	$8.5185	$3,974	$7.0988	$3,179	$5.6790
-	-	50,000	$7,324	$3.6855	$6,103	$3.0713	$4,883	$2.4570
-	-	100,000	$9,167	$9.1665	$7,639	$7.6388	$6,111	$6.1110
B	Shell: Business—Professional Office	1,000	$2,296	$13.4629	$1,914	$11.2191	$1,531	$8.9753
-	-	5,000	$2,835	$13.5000	$2,363	$11.2500	$1,890	$9.0000
-	-	10,000	$3,510	$12.5820	$2,925	$10.4850	$2,340	$8.3880
-	-	20,000	$4,768	$8.5185	$3,974	$7.0988	$3,179	$5.6790
-	-	50,000	$7,324	$3.6855	$6,103	$3.0713	$4,883	$2.4570
-	-	100,000	$9,167	$9.1665	$7,639	$7.6388	$6,111	$6.1110
M	Shell: Mercantile—Department & Drug Store	1,000	$2,296	$13.4629	$1,914	$11.2191	$1,531	$8.9753
-	-	5,000	$2,835	$13.5000	$2,363	$11.2500	$1,890	$9.0000
-	-	10,000	$3,510	$12.5820	$2,925	$10.4850	$2,340	$8.3880
-	-	20,000	$4,768	$8.5185	$3,974	$7.0988	$3,179	$5.6790
-	-	50,000	$7,324	$3.6855	$6,103	$3.0713	$4,883	$2.4570
-	-	100,000	$9,167	$9.1665	$7,639	$7.6388	$6,111	$6.1110
-	Other Shell Building	1,000	$2,296	$13.4629	$1,914	$11.2191	$1,531	$8.9753
-	-	5,000	$2,835	$13.5000	$2,363	$11.2500	$1,890	$9.0000
-	-	10,000	$3,510	$12.5820	$2,925	$10.4850	$2,340	$8.3880
-	-	20,000	$4,768	$8.5185	$3,974	$7.0988	$3,179	$5.6790
-	-	50,000	$7,324	$3.6855	$6,103	$3.0713	$4,883	$2.4570
-	-	100,000	$9,167	$9.1665	$7,639	$7.6388	$6,111	$6.1110

* Each additional 100 square feet, or portion thereof, up to the next highest project size threshold.

(Res. 92-121, passed 12-21-92; Am.Res.96-80, passed 6-5-96; Am.Res.01-119, passed 6-6-01; Am.Res.02-266, passed 10-2-02; Am.Res. 04-136, passed 6-2-04; Am.Res.06-343, passed 11-15-06; Am Res.14-137, passed 8-6-14)

Mechanical, Electrical and Plumbing Item Fees

FEE TYPES	FEE TYPES	Unit Cost
Travel and Documentation Fees:	Travel and Documentation Fees:	$ -
Simple Project (1 trip)	Simple Project (1 trip)	$ 12.69
Moderate Project (2 trips)	Moderate Project (2 trips)	$ 25.37
Complex Project (3 trips)	Complex Project (3 trips)	$ 38.06
		$ -
Permit Issuance	Permit Issuance	$ 19.03
Supplemental Permit Issuance	Supplemental Permit Issuance	$ 19.03
Plan archival fee - 8.5 x 14	Plan archival fee - 8.5 x 14	$ 2.50 / sheet
Plan archival fee - 8.5 x 14 and smaller, supporting documents	Plan archival fee - 8.5 x 14 and smaller, supporting documents	$ .30 / sheet
Pernit record research	Pernit record research	$ 25.00 / per hr, (min. chg - 1/2 hr)
Administrative fee - preparation of documents (lien releases, etc.)	Administrative fee - preparation of documents (lien releases, etc.)	$ 50.00 / each
Permits or applications where activity was commenced with out receiving prior approval	Permits or applications where activity was commenced with out receiving prior approval	4 x Normal

MECHANICAL PERMIT FEES

Stand Alone Mechanical Plan Check (hourly rate)	Stand Alone Mechanical Plan Check (hourly rate)	$ 76.11
		$ -
UNIT FEES:	**UNIT FEES:**	$ -
		$ -
A/C, Residential (each)	Install/Relocate forced air or gravity-type furnace or burner (including attached ducts and vents) up to and including 100,000 Btu/h (each)	$ 87.64
Furnace (F.A.U., Floor)	Install/Relocate forced air or gravity-type furnace or burner (including attached ducts and vents) over 100,000 Btu/h (each)	$ 44.40
Heater (Wall)	Install/Relocate floor furnace, including vent (each)	$ 44.40
Appliance Vent/Chimney (only)	Install/Relocate suspended heater, recessed wall heater, or floor-mounted unit heater (each)	$ 19.03

Mechanical, Electrical and Plumbing Item Fees

FEE TYPES	FEE TYPES	Unit Cost
Refrigeration Compressor	Install/Relocate/Replace appliance vent installed and not included in an appliance permit (each)	$ 62.27
Boiler	Repair/Alter/Add heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls (each)	$ 50.74
Chiller	Install/Relocate boiler or compressor, up to and including 3HP, or absorption system up to and including 100,000 Btu/h (each)	$ 50.74
Heat Pump (Package Unit)	Install/Relocate boiler or compressor, over 3HP and up to and including 15 HP, or absorption system over 100,000 Btu/h and up to and including 500,000 Btu/h (each)	$ 74.96
Heater (Unit, Radiant, etc.)	Install/Relocate boiler or compressor, over 15 HP and up to and including 30 HP, or absorption system over 500,000 Btu/h and up to and including 1,000,000 Btu/h (each)	$ 25.37
Air Handler	Install/Relocate boiler or compressor, over 30 HP and up to and including 50 HP, or absorption system over 1,000,000 Btu/h and up to and including 1,750,000 Btu/h (each)	$ 87.64
Duct Work (only)	Install/Relocate boiler or compressor, over 50 HP, or absorption system over 1,750,000 Btu/h (each)	$ 38.06
Evaporative Cooler	Air-handling unit, including attached ducts. (Note: this fee shall not apply to an air-handling unit that is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere) (each)	$ 62.27
Make-up Air System	Air-handling unit over 10,000 CFM (each)	$ 38.06
Moisture Exhaust Duct (Clothes Dryer)	Evaporative cooler other than portable type (each)	$ 19.03
Vent Fan, Single Duct (each)	Ventilation fan connected to a single duct (each)	$ 19.03
Vent System	Ventilation system that is not a portion of any heating or air-conditioning system authorized by a permit (each)	$ 38.06
Exhaust Hood and Duct (Residential)	Hood installation that is served by mechanical exhaust, including the ducts for such hood (each)	$ 19.03
Exhaust Hood, Type I (Commercial Grease Hood)	Requires fire rated shaft / duct wrap	$ 138.38
Exhaust Hood, Type II (Commercial Steam Hood)		$ 113.01
Non-Residential Incinerator	Install/Relocate commercial or industrial-type incinerator (each)	$ 74.96
Refrigerator Condenser Remote		$ 38.06
Walk-in Box/Refrigerator Coil		$ 19.03

Mechanical, Electrical and Plumbing Item Fees

FEE TYPES	FEE TYPES	Unit Cost
	Appliance or piece of equipment not classed in other appliance categories, or for which no other fee is listed (each)	$ -
OTHER FEES:	**OTHER FEES:**	$ -
		$ -
Other Mechanical Inspections (per half hour)	Other Mechanical Inspections (per half hour)	$ 38.06
		$ -

PLUMBING/GAS PERMIT FEES

Stand Alone Plumbing Plan Check (hourly rate)	Stand Alone Plumbing Plan Check (hourly rate)	$ 76.11
		$ -
UNIT FEES:	**UNIT FEES:**	$ -
		$ -
Fixtures (each)	Plumbing fixture or trap or set of fixtures on one trap, including water, drainage piping, and backflow protection (each)	$ 19.03
Gas System	Building or trailer park sewer (each)	$ -
First Outlet	Rainwater system inside building (per drain)	$ 19.03
Each Additional Outlet	Cesspool (each)	$ 19.03
Building Sewer	Private sewage disposal system (each)	$ 63.43
Grease Trap	Water Heater and/or vent (each)	$ 25.37
Backflow Preventer	Industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps (each)	$ -
First 5	Install/Alter/Repair water piping and/or water treating equipment (each)	$ 25.37
Each after the First 5	Repair/Alter drainage or vent piping (each fixture)	$ 6.34
Roof Drain—Rainwater System	Lawn sprinkler system on any one meter, including backflow protection devices therefore (each)	$ 38.06
Water Heater	Backflow devices not included in other fee services, e.g., building/trailer park sewer (each)	$ -
First Heater	Atmospheric-type vacuum breakers not included in other fee services, e.g., building/trailer park sewer (1-5 units)	$ 31.71
Each Additional Heater	Atmospheric-type vacuum breakers not included in other fee services, e.g., building/trailer park sewer (each unit over 5 units)	$ 31.71

Mechanical, Electrical and Plumbing Item Fees

FEE TYPES	FEE TYPES	Unit Cost
Water Pipe Repair/Replacement (ea. Outlet)		$ 25.37
Drain-Vent Repair/Alterations		$ 19.03
Drinking Fountain		$ 25.37
Solar Water System Fixtures (solar panels, tanks, water treatment equipment)		$ 151.07
Graywater Systems (per hour)		$ 113.01
Medical Gas System (Each Outlet)		$ 38.06
		$ -
OTHER FEES:	**OTHER FEES:**	$ -
		$ -
Other Plumbing and Gas Inspections (per half hour)	Other Plumbing and Gas Inspections (per half hour)	$ 38.06
		$ -

ELECTRICAL PERMIT FEES

Stand Alone Electrical Plan Check (hourly rate)	Stand Alone Electrical Plan Check (hourly rate)	$ 100.22
		$ -
SYSTEM FEES:	**SYSTEM FEES:**	$ -
		$ -
	Private, Residential, In-ground Swimming Pools (each new)	$ 38.06
Single Phase Service (per 100 amps)		$ 25.37
Three Phase Service (per 100 amps)		$ 25.37
		$ -
	Outdoor Events	$ -
15 or 20 amp, each circuit	Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays, and attractions	$ 6.34
	Electric generator and electrically-driven rides (each)	$ -
	Mechanically-driven rides and walk-through attractions or displays having electric lighting (each)	$ -
25 to 40 amp circuits (each)	System of area and booth lighting (each)	$ 6.34

Mechanical, Electrical and Plumbing Item Fees

FEE TYPES	FEE TYPES	Unit Cost
50 to 175 amp circuits (each)	For permanently installed rides, booths, displays, and attractions, use the UNIT FEE schedule	$ 6.34
200 amp and larger circuits (each)		$ 6.34
	Temporary Power Service	$ -
Temporary Service (each)	Temporary Service power pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances	$ 25.37
Temporary Pole (each)	Temporary distribution system and temporary lighting and receptacle outlets for constructions sites, decorative light, Christmas tree sales lots, firework stands, etc.	$ 49.59
		$ -
UNIT FEES:	**UNIT FEES:**	$ -
Pre-Inspection (per half hour)		$ 38.06
Generator Installation (per kW)	Receptacle, Switch, and Lighting Outlets	$ 55.93
	Receptacle, switch, lighting, or other outlets at which current is used or controlled, except services, feeders, and meters	$ -
	First 10 (or portion thereof)	$ 38.06
	Each Additional 10 (or portion thereof)	$ 38.06
	(For multi-outlet assemblies, each 5 feet or fraction thereof may be considered as one outlet)	$ 38.06
		$ -
	Lighting Fixtures	$ -
	Lighting Fixtures, sockets, or other lamp-holding devices	$ -
	First 10	$ 50.74
	Each additional 10	$ 50.74
	Pole or platform-mounted lighting fixtures (each)	$ 38.06
	Theatrical-type lighting fixtures or assemblies (each)	$ 82.46
		$ -
	Residential Appliances	$ -
	Fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter mounted cooking tops; electric ranges; self-contained room console or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances (each) not exceeding one horsepower (HP) in rating (each)	$ 31.71

Mechanical, Electrical and Plumbing Item Fees

FEE TYPES	FEE TYPES	Unit Cost
	(For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus)	$ 31.71
		$ -
	Nonresidential Appliances	$ -
	Residential appliances and self-contained factory-wired, nonresidential appliances, including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment (each)	$ 38.06
	Residential appliances and self-contained factory-wired, nonresidential appliances not exceeding one horsepower (HP), kilowatt (kW), or kilovolt-ampere (kVA) in rating, including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment (each)	$ 38.06
	(For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus)	$ 38.06
		$ -
	Power Apparatus	$ -
	Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus. Rating in horsepower (HP), kilowatts (kW), or kilovolt-amperes (kVA), or kilovolt-amperes-reactive (kVAR)	$ -
	Up to and including 1 (each)	$ 38.06
	Over 1 and not over 10 (each)	$ 44.40
	Over 10 and not over 50 (each)	$ 63.43
	Over 50 and not over 100 (each)	$ 69.77
	Over 100 (each)	$ 76.11
	(For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. These fees include all switches, circuit breakers, contactors, thermostats, relays, and other directly related control equipment.)	$ -
		$ -

Mechanical, Electrical and Plumbing Item Fees

FEE TYPES	FEE TYPES	Unit Cost
	Busways	$ -
	Trolley and plug-in-type busways - each 100 feet or fraction thereof	$ 31.71
	(An additional fee will be required for lighting fixtures, motors, and other appliances that are connected to trolley and plug-in-type busways. No fee is required for portable tools.)	$ 31.71
		$ -
	Signs, Outline Lighting, and Marquees	$ -
	Signs, Outline Lighting, or Marquees supplied from one branch circuit (each)	$ 50.74
	Additional branch circuits within the same sign, outline lighting system, or marquee (each)	$ 19.03
		$ -
	Services	$ -
	Services of 600 volts or less, up to 200 amperes in rating (each)	$ 95.14
	Services of 600 volts or less, 201 to 1000 amperes in rating (each)	$ 145.88
	Services over 600 volts or over 1000 amperes in rating (each)	$ 196.63
		$ -
	Miscellaneous Apparatus, Conduits, and Conductors	$ -
	Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth	$ 25.37
	(This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs, or other equipment)	$ -
		$ -
	Photovoltaic Systems (each)	$ 380.57
		$ -
OTHER FEES:	**OTHER FEES:**	$ -
		$ -
Other Electrical Inspections (per half hour)	Other Electrical Inspections (per half hour)	$ 38.06
		$ -

Mechanical, Electrical and Plumbing Item Fees

FEE TYPES	FEE TYPES	Unit Cost
OTHER INSPECTIONS AND FEES		
Inspections outside of normal business hours, 0-2 hours (minimum charge)	Inspections outside of normal business hours, 0-2 hours (minimum charge)	$ 228.34
Each additional hour or portion thereof	Each additional hour or portion thereof	$ 76.11
Reinspection Fee (per hour)	Reinspection Fee (per hour)	$ 76.11
Inspections for which no fee is specifically indicated, per hour (minimum charge = 1 hour)	Inspections for which no fee is specifically indicated - per hour (minimum charge = 1 hour)	$ 76.11
Additional Plan Review required by changes, additions, or revisions to approved plans, per hour (minimum charge = 1 hour)	Additional Plan Review required by changes, additions, or revisions to approved plans, per hour (minimum charge = 1 hour)	$ 76.11

(Res. 92-121, passed 12-21-92; Am.Res.96-80, passed 6-5-96; Am.Res.01-119, passed 6-6-01; Am.Res.02-266, passed 10-2-02; Am.Res. 04-136, passed 6-2-04; Am.Res.06-343, passed 11-15-06; Am Res.14-137, passed 8-6-14)

Miscellaneous Item Fees

Work Item	Unit	Plan Check — Plan Check Cost	Inspection — Inspection Cost	Total Plan Check & Inspection — Total Cost
Acoustical Review				
Single Family Home/Duplex—New	each			
Single Family Home/Duplex—Addition/Alteration	each			
Multi-Family/Commercial	each			
Address Assignment	per hour			
Antenna—Telecom Facility				
Radio	each	$ 139.65	$ 101.23	$ 240.88
Cellular/Mobile Phone, free-standing	each	$ 139.65	$ 190.28	$ 329.94
Cellular/Mobile Phone, attached to building	each	$ 158.68	$ 139.29	$ 297.97
Application Meeting				
First Hour	hourly rate			
Each additional hour	hourly rate			
Arbor/Trellis	each	$ 224.12	$ 101.23	$ 325.36
Awning/Canopy (supported by building)	each	$ 195.58	$ 63.17	$ 258.76
Balcony addition	each	$ 262.18	$ 158.32	$ 420.50
Carport	each	$ 290.72	$ 196.37	$ 487.10
Certifications				
Special Inspector Certification Application	each			
Materials Testing Lab Certification	each			
Chimney	each			
Chimney Repair	each	$ 64.70	$ 82.20	$ 146.90
Close Existing Openings				

Miscellaneous Item Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Plan Check & Inspection Total Cost
Interior wall	each	$ 55.18	$ 47.57	$ 102.75
Exterior wall	each	$ 55.18	$ 53.66	$ 108.84
Commercial Coach (per unit)	each unit	$ 121.78	$ 120.26	$ 242.04
Covered Porch	each	$ 243.15	$ 101.23	$ 344.38
Deck (wood)	each	$ 243.15	$ 139.29	$ 382.44
Deck Railing		$ 38.06	$ 63.17	$ 101.23
Demolition (up to 3,000 sf)				
Commercial	each	$ 101.60	$ 101.23	$ 202.83
Residential	each	$ 101.60	$ 101.23	$ 202.83
Disabled Access Compliance Inspection	per hour	$ 102.75	$ 158.32	$ 261.07
Door				
New door (non structural)	each	$ 45.67	$ 53.66	$ 99.33
New door (structural shear wall/masonry)	each	$ 64.70	$ 63.17	$ 127.87
Duplicate/Replacement Job Card	each	$ 26.64	$ 38.06	$ 64.70
Fence				
Non-masonry, over 6 feet in height	up to 100 lf	$ 195.58	$ 63.17	$ 258.76
Non-masonry, each additional 100 lf	each 100 lf		$ 9.51	$ 9.51
Masonry, over 6 feet in height	up to 100 lf	$ 243.15	$ 148.80	$ 391.95
Masonry, each additional 100 lf	each 100 lf	$ 9.51	$ 76.11	$ 85.63
Fireplace				
Masonry	each	$ 55.18	$ 148.80	$ 203.98
Pre-Fabricated/Metal	each	$ 55.18	$ 101.23	$ 156.41
Flag pole (over 20 feet in height)	each	$ 82.57	$ 101.23	$ 183.80
Foundation Repair	each	$ 68.50	$ 152.23	$ 220.73

Miscellaneous Item Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Plan Check & Inspection Total Cost
Garage (detached)				
Wood frame up to 1,000 sf	each	$ 121.78	$ 196.37	$ 318.15
Masonry up to 1,000 sf	each	$ 140.81	$ 243.94	$ 384.75
Life Safety Report	each		$ -	$ -
Lighting pole	each	$ 55.18	$ 53.66	$ 108.84
each add'l pole	each	$ 9.51	$ 19.03	$ 28.54
Modular Structures				
Partition—Commercial, Interior (up to 30 lf)	up to 30 lf	$ 47.57	$ 47.57	$ 95.14
Additional partition	each 30 lf	$ 9.51	$ 19.03	$ 28.54
Partition—Residential, Interior (up to 30 lf)	up to 30 lf	$ 47.57	$ 47.57	$ 95.14
Additional partition	each 30 lf	$ 9.51	$ 19.03	$ 28.54
Patio Cover				
Wood frame	up to 300 sf	$ 205.10	$ 139.29	$ 344.38
Metal frame	up to 300 sf	$ 224.12	$ 158.32	$ 382.44
Other frame	up to 300 sf	$ 224.12	$ 158.32	$ 382.44
Additional patio	each 300 sf	$ 19.03	$ 57.08	$ 76.11
Enclosed, wood frame	up to 300 sf	$ 254.57	$ 190.28	$ 444.85
Enclosed, metal frame	up to 300 sf	$ 292.63	$ 228.34	$ 520.97
Enclosed, other frame	up to 300 sf	$ 292.63	$ 228.34	$ 520.97
Additional enclosed patio	each 300 sf	$ 19.03	$ 57.08	$ 76.11
Photovoltaic System				
Residential	each	$ 275.12	$ 120.26	$ 395.38
Commercial, up to 4 kilowatts	up to 4 kW	$ 338.29	$ 196.37	$ 534.67
Commercial, each additional 1 kilowatt	each 1 kW	$ 7.61	$ 11.42	$ 19.03
Pile Foundation				

Miscellaneous Item Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Plan Check & Inspection Total Cost
Cast in Place Concrete (first 10 piles)	up to 10	$ 190.28	$ 190.28	$ 380.57
Additional Piles (increments of 10)	each 10	$ 190.28	$ 190.28	$ 380.57
Driven (steel, pre-stressed concrete)	up to 10	$ 190.28	$ 190.28	$ 380.57
Additional Piles (increments of 10)	each 10	$ 190.28	$ 190.28	$ 380.57
Product Review	per hour	$ 76.11	$ -	$ 76.11
Remodel—Residential				
Less than 300 sf	up to 300 sf	$ 139.65	$ 196.37	$ 336.02
Kitchen	up to 300 sf	$ 139.65	$ 243.94	$ 383.60
Bath	up to 300 sf	$ 139.65	$ 243.94	$ 383.60
Additional remodel	each 300 sf	$ 47.57	$ 47.57	$ 95.14
Re-roof				
Residential		$ 63.54	$ 120.26	$ 183.80
Multi-Family Dwelling	up to 500 sf	$ 92.08	$ 101.23	$ 193.31
Commercial	up to 500 sf	$ 92.08	$ 101.23	$ 193.31
Commercial/MFD, Additional	each 500 sf	$ 17.13	$ 82.20	$ 99.33
Retaining Wall (concrete or masonry)				
Standard (up to 50 lf)	up to 50 lf	$ 243.15	$ 148.80	$ 391.95
Additional retaining wall	each 50 lf	$ 19.03	$ 19.03	$ 38.06
Special Design, 3-10' high (up to 50 lf)	up to 50 lf	$ 254.57	$ 161.74	$ 416.31
Additional retaining wall	each 50 lf	$ 19.03	$ 19.03	$ 38.06
Special Design, over 10' high (up to 50 lf)	up to 50 lf	$ 283.11	$ 142.71	$ 425.82
Additional retaining wall	each 50 lf	$ 19.03	$ 19.03	$ 38.06
Gravity/Crib Wall, 0-10' high (up to 50 lf)	up to 50 lf	$ 186.07	$ 82.20	$ 268.27
Additional Gravity/Crib Wall	each 50 lf	$ 19.03	$ 17.51	$ 36.53
Gravity/Crib Wall, over 10' high (up to 50 lf)	up to 50 lf	$ 224.12	$ 120.26	$ 344.38

Miscellaneous Item Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Plan Check & Inspection Total Cost
Additional Gravity/Crib Wall	each 50 lf	$ 19.03	$ 17.51	$ 36.53
Revisions				
Commercial New	each			
Tenant Improvement	each			
SFDWL	each			
Addition	each			
Remodel	each			
Roof Structure Replacement	up to 100 sf	$ 74.96	$ 76.11	$ 151.07
Additional roof structure replacement	each 100 sf	$ 9.51	$ 25.12	$ 34.63
Sauna—steam	each	$ 57.08	$ 114.17	$ 171.25
Siding				
Stone and Brick Veneer (interior or exterior)	up to 400 sf	$ 38.06	$ 63.17	$ 101.23
All Other	up to 400 sf	$ 51.00	$ 63.17	$ 114.17
Additional siding	each 400 sf	$ 7.61	$ 25.12	$ 32.73
Signs				
Directional	each	$ 55.18	$ 82.20	$ 137.38
Each additional Directional Sign	each			
Ground/Roof/Projecting Signs	each	$ 45.67	$ 82.20	$ 127.87
Master Plan Sign Check	each			
Rework of any existing Ground Sign	each	$ 32.73	$ 44.15	$ 76.87
Other Sign	each	$ 32.73	$ 44.15	$ 76.87
Reinspection Fee	each		$ 76.11	$ 76.11
Wall/Awning Sign, Non-Electric	each	$ 51.00	$ 82.20	$ 133.20
Wall, Electric	each	$ 51.00	$ 82.20	$ 133.20
Skylight				

Miscellaneous Item Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Plan Check & Inspection Total Cost
Less than 10 sf	each	$ 22.83	$ 44.15	$ 66.98
Greater than 10 sf or structural	each	$ 45.67	$ 59.37	$ 105.04
Solar Panels	each			
Roof Mount				
Ground Mount				
Stairs—First Flight	first flight	$ 38.06	$ 76.11	$ 114.17
Each additional flight	per flight	$ 7.61	$ 15.22	$ 22.83
Storage Racks				
0-8' high (up to 100 lf)	first 100 lf	$ 38.06	$ 76.11	$ 114.17
each additional 100 lf	each 100 lf	$ 15.22	$ 15.22	$ 30.45
over 8' high (up to 100 lf)	first 100 lf	$ 38.06	$ 38.06	$ 76.11
each additional 100 lf	each 100 lf	$ 15.22	$ 15.22	$ 30.45
Stucco Applications	up to 400 sf	$ 26.64	$ 25.12	$ 51.76
Additional Stucco Application	each 400 sf		$ 25.12	$ 25.12
Supplemental Plan Check Fee (after 3rd review)				
First hour	each	$ 83.72	$ -	$ 83.72
Each Additional hour	per hour	$ 83.72	$ -	$ 83.72
Supplemental Inspection Fee				
First hour	each		$ 82.20	$ 82.20
Each Additional hour	per hour		$ 82.20	$ 82.20
Swimming Pool/Spa				
Vinyl-lined (up to 800 sf)	each	$ 254.57	$ 380.57	$ 635.14
Fiberglass	each	$ 262.18	$ 386.65	$ 648.84
Gunite (up to 800 sf)	each	$ 300.24	$ 386.65	$ 686.89
Additional pool (over 800 sf)	each 100 sf	$ 83.72	$ 76.11	$ 159.84

Miscellaneous Item Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Plan Check & Inspection Total Cost
Commercial pool (up to 800 sf)	each	$ 300.24	$ 228.34	$ 528.58
Commercial pool (over 800 sf)	each	$ 376.35	$ 228.34	$ 604.69
Spa or Hot Tub (Pre-fabricated)	each	$ 170.85	$ 120.26	$ 291.10
Window or Sliding Glass Door				
Replacement	each	$ 26.64	$ 44.15	$ 70.79
Replacement, Additional Windows	each	$ -	$ 15.22	$ 15.22
New Window (non structural)	each	$ 26.64	$ 59.37	$ 86.01
New window (structural shear wall/masonry)	each	$ 83.72	$ 120.26	$ 203.98
Bay Window (structural)	each	$ 83.72	$ 120.26	$ 203.98

(Res. 92-121, passed 12-21-92; Am.Res.96-80, passed 6-5-96; Am.Res.01-119, passed 6-6-01; Am.Res.02-266, passed 10-2-02; Am.Res. 04-136, passed 6-2-04; Am.Res.06-343, passed 11-15-06; Am Res.14-137, passed 8-6-14)

Fire Miscellaneous Items Permit Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Cost
Fire Sprinkler Systems				
1-20 Heads	per floor or system	$ 216.00	$ 180.00	$ 396.00
21-100 Heads	per floor or system	$ 288.00	$ 252.00	$ 540.00
101-200 Heads	per floor or system	$ 360.00	$ 360.00	$ 720.00
201-350 Heads	per floor or system	$ 432.00	$ 432.00	$ 864.00
351+	per floor or system	$ 576.00	$ 504.00	$ 1,080.00
				$ -
Fire Sprinkler —Tenant Improvements				$ -
		$ -	$ -	$ -
1-19 Heads	per floor or system	$ 72.00	$ 108.00	$ 180.00
20-100 Heads	per floor or system	$ 144.00	$ 180.00	$ 324.00
101-200 Heads	per floor or system	$ 234.00	$ 252.00	$ 486.00
201-350 Heads	per floor or system	$ 324.00	$ 360.00	$ 684.00
351+	per floor or system	$ 432.00	$ 432.00	$ 864.00
Additional Fire Sprinkler Review Items				
Hydraulic Calculation	per remote area	$ 108.00	$ -	$ 108.00
Antifreeze System	per system	$ -	$ -	$ -
Dry Pipe Valve	per valve	$ 108.00	$ 72.00	$ 180.00
Deluge/Preaction	per valve	$ 108.00	$ 72.00	$ 180.00
Fire Cycle	per system	$ -	$ -	$ -
Pressure Reducing Station	per valve	$ -	$ -	$ -
Annual Sprinkler Test		$ -	$ -	$ -
Fire Pump	per pump	$ 144.00	$ 216.00	$ 360.00
New Knox Box Installation		$ 36.00	$ 36.00	$ 72.00
Trenching/Confined Space Permits	Inspection	$ -	$ -	$ -
Fire Standpipe System				
Class I, II, III & Article 81	per outlet	$ 36.00	$ 54.00	$ 90.00

Fire Miscellaneous Items Permit Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Cost
Fire Alarm System				
0-15 Devices*	per system	$ 108.00	$ 108.00	$ 216.00
16-50 Devices	per system	$ 144.00	$ 180.00	$ 324.00
51-100 Devices	per system	$ 180.00	$ 252.00	$ 432.00
101-500 Devices	per system	$ 288.00	$ 360.00	$ 648.00
Each additional 25 devices up to 1,000	per system	$ 54.00	$ 72.00	$ 126.00
1001+	per system	$ 198.00	$ 360.00	$ 558.00
Each additional 100 devices	per system	$ 108.00	$ 108.00	$ 216.00
*Devices=All Initiating and indicating appliances				
Additional Fire Alarm Review Items				
Dampers	each	$ 18.00	$ 72.00	$ 90.00
Hi/Lo Alarms	each	$ 36.00	$ 36.00	$ 72.00
Low Air/Temp Alarms	each	$ 36.00	$ 36.00	$ 72.00
Graphic Annunciator Review	each	$ 18.00	$ 36.00	$ 54.00
Hazardous Activities or Uses				
Installation Permits				
Clean Agent Gas Systems	each	$ 108.00	$ 144.00	$ 252.00
Dry Chemical Systems	each	$ 108.00	$ 90.00	$ 198.00
Wet Chemical/Kitchen Hood	each	$ 108.00	$ 72.00	$ 180.00
Foam Systems	each	$ 72.00	$ 72.00	$ 144.00
Paint Spray Booth	each	$ 108.00	$ 90.00	$ 198.00
Vehicle Access Gate	each	$ 18.00	$ 36.00	$ 54.00
Monitoring	each	$ 36.00	$ 72.00	$ 108.00
Propane Tank (LPG)	each	$ 72.00	$ 108.00	$ 180.00
Aboveground—Flammable/Combustible Liquid Tank and/or Pipe	per site	$ 72.00	$ 144.00	$ 216.00
Underground—Flammable/Combustible Liquid Tank and/or Pipe	per site	$ 72.00	$ 144.00	$ 216.00

Fire Miscellaneous Items Permit Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Cost
Fuel Dispensing System Complete	per site	$ 144.00	$ 252.00	$ 396.00
High Piled/Rack/Shelf Storage	each	$ 72.00	$ 72.00	$ 144.00
Smoke Control IFC Chpter 9	each	$ 180.00	$ 288.00	$ 468.00
Nurse Call	each	$ -	$ -	$ -
Medical Gas Alarms	each	$ 108.00	$ 72.00	$ 180.00
Medical Gas Level 1 (Hospital)				$ -
1-36 outlets	group	$ 72.00	$ 72.00	$ 144.00
each additional 36 outlets	group	$ 72.00	$ 72.00	$ 144.00
Medical Gas Level 2 (Dental w/oxygen)				$ -
1-36 outlets	group	$ 108.00	$ 144.00	$ 252.00
each additional 36 outlets	group	$ 72.00	$ 108.00	$ 180.00
Medical Gas Level 3 (Dental)	per system	$ 72.00	$ 108.00	$ 180.00
Refrigerant System	each	$ 108.00	$ 144.00	$ 252.00
Refrigerant Monitoring System	each	$ 72.00	$ 90.00	$ 162.00
Annual Permits				
Aerosol Products (a.1)	per permit	$ -	$ 72.00	$ 72.00
Aircraft Refueling Vehicles (a.2)	per permit	$ -	$ -	$ -
Aircraft Repair Hanger (a.3)	per permit	$ -	$ 72.00	$ 72.00
Automobile Wrecking Yard (a.5)	per permit	$ -	$ -	$ -
Battery System (b.1)	per permit	$ -	$ 72.00	$ 72.00
Candles and Open Flames in Assembly Areas (c.1)	per permit	$ -	$ 72.00	$ 72.00
Cellulose Nitrate Film (c.3)	per permit	$ -	$ 72.00	$ 72.00
Cellulose Nitrate Storage (c.4)	per permit	$ -	$ 72.00	$ 72.00
Cellulose Fiber Storage (c.5)	per permit	$ -	$ 72.00	$ 72.00
Combustible Material Storage (c.6)	per permit	$ -	$ 72.00	$ 72.00
Compressed Gases (c.7)	per permit	$ -	$ 72.00	$ 72.00
Commercial Rubbish-Handling Operation (c.8)	per permit	$ -	$ 72.00	$ 72.00
Cryogens (c.9)	per permit	$ -	$ 72.00	$ 72.00

Fire Miscellaneous Items Permit Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Cost
Dry Cleaning Plants (d.1)	per permit	$ -	$ 72.00	$ 72.00
Dust-Producing Operations (d.2)	per permit	$ -	$ 72.00	$ 72.00
Explosives or Blasting Agents, Use or Transportation (e.1)	per permit	$ -	$ 72.00	$ 72.00
Fire; Manufacture, Compound, Store, Sale (f.2)	per permit	$ -	$ 72.00	$ 72.00
Flammable or Combustible Liquids; Pipelines; Store, Handle, Use (f.3)	per permit	$ -	$ 72.00	$ 72.00
Fruit Ripening (f.4)	per permit	$ -	$ 72.00	$ 72.00
Fumigation or Thermal Insecticide Fogging (f.5)	per permit	$ -	$ 72.00	$ 72.00
(h.1)	per permit	$ -	$ 144.00	$ 144.00
High-Piled Combustible Storage (h.2)	per permit	$ -	$ 72.00	$ 72.00
Hot-Works Operations (h.3)	per permit	$ -	$ 72.00	$ 72.00
Liquefied Petroleum Gases, Store, Use, Handle, Dispense (l.1)	per permit	$ -	$ 72.00	$ 72.00
Lumber Yards (l.3)	per permit	$ -	$ 72.00	$ 72.00
Magnesium Working (m.1)	per permit	$ -	$ 72.00	$ 72.00
Motor Vehicle Fuel-Dispensing Stations (m.3)	per permit	$ -	$ 72.00	$ 72.00
Organic Coatings (o.2)	per permit	$ -	$ 72.00	$ 72.00
Places of Assembly (p.2)	per permit	$ -	$ 72.00	$ 72.00
Radioactive Materials (r.1)	per permit	$ -	$ 72.00	$ 72.00
Refrigeration Equipment; Operate (r.2)	per permit	$ -	$ 72.00	$ 72.00
Repair Garages (r.3)	per permit	$ -	$ 72.00	$ 72.00
Spraying or Dipping (s.1)	per permit	$ -	$ 72.00	$ 72.00
Tire Storage (t.2)	per permit	$ -	$ 72.00	$ 72.00
Wood Products (w.1)	per permit	$ -	$ 72.00	$ 72.00
Knox Box Inspection	Per inpection	$ -	$ 72.00	$ 72.00
Activity Permits (Single Event/One-Time)				
Bowling Pin or Alley Refinishing (b.2)	per permit	$ -	$ 72.00	$ 72.00
Candles and Open Flames in Assembly Areas (b.2)	per permit	$ -	$ 72.00	$ 72.00
Carnivals and Fairs (c.2)	per permit	$ 72.00	$ 144.00	$ 216.00
Explosive or Blasting Agents; Use, Dispose (e.1)	per permit	$ -	$ 108.00	$ 108.00
Fireworks; Displays (f.2)	per permit	$ 72.00	$ 360.00	$ 432.00

Fire Miscellaneous Items Permit Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Cost
Hot Work Operations (h.3)	per permit	$ 72.00	$ 144.00	$ 216.00
Liquefied Petroleum Gasses; install Containers (l.1)	per permit	$ -	$ 144.00	$ 144.00
(l.2)	per permit	$ -	$ 144.00	$ 144.00
Mall, Covered (m.2)	per permit	$ -	$ -	$ -
Open Burning (o.1)	per permit	$ -	$ -	$ -
Parade Float (p.1)	per permit	$ -	$ -	$ -
Pyrotechnical Special Effects Material (p.3)	per permit	$ -	$ -	$ -
Temporary Membrane Structures, Tents, and Canopies (t.1)	per permit	$ 18.00	$ 72.00	$ 90.00
Reports				
Life Safety Report	per hour	$ 144.00	$ -	$ 144.00
Hazardous Material Inventory Statement	per hour	$ 144.00	$ -	$ 144.00
Hazardous Material Management Plan	per hour	$ 216.00	$ -	$ 216.00
Hazardous Material Spill Verification Letter	per request	$ -	$ 36.00	$ 36.00
Other Fire Fees				
Hydrants/Underground Fire Service Plan Check	each	$ 108.00	$ 180.00	$ 288.00
Hydrant Flow Test (existing Hydrants)	each	$ -	$ 144.00	$ 144.00
Fire Special Plan Review	each	$ 72.00	$ -	$ 72.00
Reinspection Fee	per hour	$ 72.00	$ 72.00	$ 144.00
Hot Work Permit (Roofing)	per inspection	$ -	$ 72.00	$ 72.00
Res or Comm Fumigation Inspection	per inspection	$ -	$ 144.00	$ 144.00
Response/Recovery/Insp Services	per hour	$ -	$ -	$ -
Annual State-Mandated Inspections (Permitted)				
24-Hour Care Facilities				
6 or less	per facility	$ -	$ 144.00	$ 144.00
more than 6	per facility	$ -	$ 144.00	$ 144.00
Day Care Centers				
7-12	per facility	$ -	$ 72.00	$ 72.00

Fire Miscellaneous Items Permit Fees

Work Item	Unit	Plan Check Cost	Inspection Cost	Total Cost
12+	per facility	$ -	$ 72.00	$ 72.00
High Rise Building	per facility	$ -	$ -	$ -
Homes for the Mentally Impaired, 6+	per facility	$ -	$ 216.00	$ 216.00
Hospital and Jail	per facility	$ -	$ 288.00	$ 288.00
Nursery School	per facility	$ -	$ 144.00	$ 144.00
Private School	per facility	$ -	$ 720.00	$ 720.00
Annual State-Mandated Inspections (No Charge)				

(Res. 92-121, passed 12-21-92; Am.Res.96-80, passed 6-5-96; Am.Res.01-119, passed 6-6-01; Am.Res.02-266, passed 10-2-02; Am.Res. 04-136, passed 6-2-04; Am.Res.06-343, passed 11-15-06; Am Res.14-137, passed 8-6-14)

Planning Department Fees

FEE NO.	Fee Name	Current Fee / Deposit ($)
	AMENDMENTS & REZONING	
1	Rezoning/Prezoning - under 10 acres	$4,200
2	Rezoning/Prezoning- greater than 10 acres	$6,251
3	Code Amendments	$4,205
4	General Plan Amendments	$4,243
4.1	Major General Plan Amendments - 10 Acres+	$6,364
5	Specific Plan Amendments	$4,268
7	Specific Plan Preparation	$0
5.1	Major Specific Plan Amendments - 10 Acres +	$6,403
	APPEALS	
6	Administrative	$1,204
7	Project Approvals	$605
	ENVIRONMENTAL ASSESSMENTS	
8	Negative Declaration	$360
9	Mitigated Negative Declaration	$425
10	Environmental Impact Report	$0
10.1	Environmental Impact Report - Administration	10% of Cost
11	Supplemental EIR	$0
11.1	Supplemental EIR EIR - Administration	10% of Cost
	SUBDIVISION	
12	Lot Line Adjustment	$342
13	Tentative Parcel Maps	$962
13.1	Tentative Parcel Map Modification/Time Extension	$442
14	Tentative Subdivision Maps - Less than 40 acres	$3,550
14.1	Tentative Subdivision Maps - More than 40 Acres	$5,325
15	Tentative Subdivision Map Modifications	$1,628
16	Tentative Subdivision Map Time Extensions	$1,120
	SITE PLAN REVIEW APPLICATIONS	

Planning Department Fees

FEE NO.	Fee Name	Current Fee / Deposit ($)
17	Minor Projects and new construction < 1,200 s.f.	$882
18	New Projects of up to 10,000 s.f. & < 25 units	$1,355
19	Major Projects > 10,000 s.f. & 25+ units	$2,387
20	Large Projects (NEW) > 100,000 s.f. & 150 Units	$4,137
21	Modifications to approved site plans	50% Orig. Fee
	SIGN PERMITS & APPLICATIONS	
22	Sign Permit - Single	$108
23	Sign Permit - Multiple	$146
24	Sign Use Permit	$1,602
25	Sign Variance	$1,874
26	Minor Adjustment (New)	$317
27	Master Sign Program (New)	$260
	USE PERMIT, PRECISE PLANS, AND VARIANCES	
28	Use permits with no new construction, or new construction of less than 3,000 s.f.	$1,327
29	Use permits for new projects of 3,000 - 10,000 s.f. with 25 units or less	$2,404
30	Use permits for more than 10,000 s.f. or more than 25 units	$2,829
30.1	Use permits for more than 100 s.f. or more than 150 units	$4,243
31	Precise plan for less than 10,000 s.f. or 25 units or less	$2,460
32	Precise plan for more than 10,000 s.f. or more than 25 units	$3,407
32.2	Precise plan for more than 100,000 s.f. or more than 150 units	$5,110
33	Variances	$2,208
34	Temporary Use Permit (New)	$149
35	Modifications	50% of Full Application Fee
36	Extensions	$1,158

Planning Department Fees

FEE NO.	Fee Name	Current Fee / Deposit ($)
	MISCELLANEOUS	
43	Agenda Subscription	$0
37	Home Occupational Permit	$150
45	House / Building Move	$0
38	Request for Findings / Determinations	$2,165
39	Request for Continued Hearing	-
39.1	Prior to Packet Distribution	$75
39.2	After Packet Distribution	$129
40	Right-of-way Abandonment	$2,165
41	Summary Vacations	$2,165
42	Zoning Administrator Permits	$441
46	Consulting services administered by City	Cost + 10 %
47	Additional request for staff services	Cost
48	Permits or applications where activity was commenced without receiving prior approval	4 x Normal Fee
49	Printing (Copy) Charges (Black & White)	.10 single sided copy
50	Printing (Copy) Charges (Black & White)	.15 double sided copy
51	Up to and including 8 1/2 x 14 - Color	$ 1.00 each side
52	11" x 17" - Color	$ 2.00 each side
53	Large Scale Map - Color	$45.00 each
54	CD/DVD	$5.00 each

Note: Where projects require that multiple applications be filed, the primary application will be at full fee. Each secondary application will be charged at 50% of the full fee.

Note: Any required environmental review fee shall also be added to the total. This provision is applied to projects such as General Plan or Specific Plan amendments and rezoning or Rezoning applications processed

Planning Department Fees

FEE NO.	Fee Name	Current Fee / Deposit ($)

concurrently with Use Permits.

(Res. 92-121, passed 12-21-92; Am.Res.96-80, pass 6-5-96; Am.Res.01-119, passed 6-6-01; Am.Res.02-266, passed 10-2-02; Am.Res. 04-136, passed 6-2-04; Am.Res.06-343, passed 11-15-06; Ord. 848 C.S., passed 10-15-08; Am.Res.14-137,passed 8-6-14)

Engineering Department Fees

FEE NO.	Fee Name	Current Fee / Deposit ($)
	BASIC ENGINEERING SERVICES	
1	Civil Plan Review (Subdivision, Parcel Map Improvements, and Encroachment Permits)	
1.1	First $100,000 of Improvement Cost	2.0% of Project Cost
1.2	Improvement Cost Between $100,001 and $250,000	1.2% of Project Cost
1.3	Improvement Cost Between $250,001 and $1,000,000	0.5% of Project Cost
1.4	Improvement Cost over $1,000,000	0.15% of Project Cost
1.5	On-site Plan Review	50% of Equivalent Civil Plan Review Fee
2	Traffic Study Review	-
2.1	0-5 acres	$294
2.2	5-40 acres	$439
2.3	40+ acres	$584
3	Plan Revisions - Minimum Fee	$125
4	Traffic Control Plan (Waived for Subdivisions)	$61
5	Grant or Easement Deed Acceptance	$405
6	Deed Preparation and Acceptance (Time & Materials) - Minimum Fee	$686
7	Parcel or Lot Merger	$331
8	Abandon / Vacation of Right-of-Way Summary	$887
9	Abandon / Vacation of Right-of-Way Petition	$1,580
10	Lot Line Adjustment	$675
11	Inspections (Subdivision, Parcel Map Improvements & Encroachment Permits)	
11.1	First $100,000 of Improvement Cost	3.0% of Project Cost
11.2	Improvement Cost Between $100,001 and $250,000	2.25% of Project Cost
11.3	Improvement Cost Between $250,001 and $1,000,000	1.5% of Project Cost
11.4	Improvement Cost over $1,000,000	1% of Project Cost
12	Additional Punchlists - Minimum Fee	$114
13	Parcel Map (Final)	$2,100
14	Subdivision Map (Final) and Agreement	$5,894

Engineering Department Fees

FEE NO.	Fee Name	Current Fee / Deposit ($)
15	Special Event Permit Fee - Business/Commercial	$78
15.1	Special Event Permit Fee - Residential/Homeowner	$25
16	Oversize Load Permit	$25
16.1	Oversize Load - Annual Permit	$90
17	Partial Acceptance - Subdivision	$477
18	Deferral Agreement	$325
19	Covenant	$325
20	Subdivision Agreement Amendment	$381
21	Special Agreement (At Cost, Minimum Fee)	$450
22	Outside of City Service Connection	$523
23	Landscape (or other benefit) District Formation	$517
	Landscape Plancheck (See Parks Dept Schedule of Fees)	
24	Certificate of Correction	$188
	BLUE LINE PRINTS	
25	Research to locate materials / prepare special reports (non-city related)	-
25.1	City Engineer (per hour)	$125
25.2	Engineering Staff (per hour)	$73
26	Printing (Copy) Charges	-
26.1	8 1/2" x 11" or 14" (per page)	$0.30
26.2	11" x 17" (per page)	$0.36
26.3	Blueprints (s.f)	$0.36

Engineering Department Fees

FEE NO.	Fee Name	Current Fee / Deposit ($)
	BASIC INSPECTION SERVICES	
27	Permit Processing Fee	$69
28	Encroachment Permit Inspection Fee (minimum)	$95
29	Re-Inspection Fee	$41
30	Curb (lineal feet)	$0.99
31	Curb and Gutter and "V" Alley (lineal feet)	$1.85
32	Sidewalk (lineal feet)	$0.99
33	Driveway Approach	$43
34	Asphalt Paving (per s.f.)	$0.14
35	Sewer or Drain Pipe (lineal feet) ($100 minimum)	$0.71
36	Manholes, Catch Basins, or Vaults	$95
37	Water Pipe (lineal feet)	-
37.1	0-18 ft (w / o Hot Tap)	$50
37.2	0-18 ft (w / Hot Tap)	$91
37.3	18+ feet (Per lineal foot with a $275 minimum)	$0.43
38	Street Light plus conduit (each light)	$47
39	Utilities - Out of Roadway	$94
40	Utilities - in Roadway (Per lineal foot with a $95 minimum)	$0.25
41	Cross Valley Gutter (each)	$38
42	Handicap Ramps	$28
43	Water and Sewer Service Laterals (each)	$52
44	Fire Hydrant Assembly (each)	$76
45	Under sidewalk drain (each)	$14
46	Backflow Devices and Vacuum Breakers	$43
47	Concrete Alley Centerline Trough (lineal feet)	$1.85
48	Electrical Services in ROW 600V 200Amp	$19
49	Inspections performed outside normal business hours	$85
	Landscape Inspection (See Parks Dept Schedule of Fees)	

Engineering Department Fees

FEE NO.	Fee Name	Current Fee / Deposit ($)

(Res. 92-121, passed 12-21-92; Am.Res.96-80, pass 6-5-96; Am.Res.01-119, passed 6-6-01; Am.Res.02-266, passed 10-2-02; Am.Res. 04-136, passed 6-2-04; Am.Res.06-343, passed 11-15-06; Am Res.14-137, passed 8-6-14)

Community Development Department Fees

CODE COMPLIANCE		
Inspections	$ 60.00	/per hour
Re-inspections	$ 60.00	/per hour
Re-scheduling Fee	$ 60.00	/per hour
Registration Delinquency Fee	$ 650.00	/Flate Rate
Vacant Building Fees	$ 550.00	/Flat Rate
Administrative costs	Cost	
Abatement Hearing	Cost	
Abandoned Property Registration	$ 75.00	
Non Compliance Retes / Hours		
Police Department	$ 43.80	
Building Official	$ 55.60	
Building Inspector	$ 31.75	
Finance Accountant	$ 30.60	
Taxi Cab Business Permit Fee	$ 180.00	
Taxi Cab Vehicle Permit Fee (annual)	$ 60.00	/per vehicle
Permits or applications where activity was commenced without receiving prior approval	4 x Normal Fee	
COMMUNITY FACILITY DISTRICT ANNEXATIONS		
CFD 2005-01 Annexation Administrative Fee	$ 500.00	(plus consultant fees)
CFD 2005-01 Consultant Processing Fees	Direct Cost *	
* Direct consultant costs for CFD Annexation processing are dependent on the number of individual development projects which are being annexed at any given time. The following fee schedule applies:		
Number of projects	**Consultant Costs**	
1 to3	$ 3,500.00	
4 to 6	$ 7,000.00	
7 to 9	$ 10,500.00	
If a single application to annex a project is being processed, the required fee to cover consultant costs is $3,500. If more than one application can be processed concurrently, the consultant costs are split equally among the applications. The number of applications being processed at any given time can be found by contacting the City of Madera Community Development Department.		

(Res. 92-121, passed 12-21-92; Am.Res.96-80, pass 6-5-96; Am.Res.01-119, passed 6-6-01; Am.Res.02-266, passed 10-2-02; Am.Res. 04-136, passed 6-2-04; Am.Res.06-343, passed 11-15-06; Ord. 848 C.S., passed 10-15-08; Res 17-79 passed 06/17/17;)

Development Impact Fees

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq.ft.)	Industrial Fee (sq.ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee - northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee - northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee - northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee - southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee - southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee - city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees - pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees - Wells	562.34	300.78	0.072	[2]

City Clerk Department Fees

Services	Fee/Charge	
Council candidate filing fee	$ 25.00	
Certification of minutes	$ 1.00	/document
Copy charges for documents	$ 0.10	single sided copy
	$ 0.15	double sided copy
Listening to/taping from Council meeting tapes	$ 18.00	/hour
Research time	$ 18.00	/hour
Council agenda subscription	$ 24.00	/year
Council minutes subscription	$ 0.25	/page plus postage
Municipal Code book	$ 200.00	
Code book reprints	$ 0.30	/page

(Res. 92-121, passed 12-21-92; Am. Res. 99-214, passed 10-20-1999)

Finance Department Fees

Services	Fee/Charge	
Business license application fee	$ 50.00	
Business license application fee -- Rental property	$ 25.00	
Business license relocation fee	$ 25.00	
Business license late charge	10% of past due or $10.00 whichever is greater.	
Copy of business license	$ 5.00	Current 6 month listing
Utility sign-up fee (non-refundable)	$ 23.00	
Deposit for new residential accounts	$ 150.00	
Deposit for disputed meter reading 1"-2"meter	$ 100.00	
Deposit for disputed meter reading 4"meter or larger	$ 215.00 Each service address cost of meter test may be different	
Trash cans ----New construction Only	$ 160.00	non-refundable
Trash cans (each)	$ 54.00	non-refundable
Utility late charge - past due 30 days	10%	
Utility late charge - past due 60 days	1.50%	per month as interest rate
Shut - off fee 1st fee resets to $50.00 after account has been brought to current	$ 50.00 $ 100.00	for 1st shut -off for 2nd and any additional shut-offs
Illegal water fine Unauthorized use of service 1st fine resets to $75.00 after account has been brought to current	$ 75.00 $ 150.00	for 1st violation for 2nd and any additional violations
Unauthorized use residential account holder	$ 50.00	
Minimum balance disconnect for delinquency	$ 20.00	
Service account transfer/*reactivation* fee	$ 23.00	
Weekend /after hour service charge	$ 55.00	
Parking district late charge	50% 10%	1st month after past due from 2nd to 5th month
Parking Ticket Hearing/Review non-refundable Fee	$ 25	
Return check charge	$ 30.00	
Return check charge (if notify us before deposit)	$ 7.00	

(Res. 92-121, passed 12-21-92; Am.Res.01-136, passed 5-16-01; Am. Res 13-112, passed 07-3-13)

Fire Department Fees

Services	Fee/Charge	
Fireworks permit	$ 100.00	
Weed abatement (per parcel)	$ 250.00	
Engine standby (per hour plus personnel cost)	$ 250.00	

(Res. 92-121, passed 12-21-92; Am. Res. 09-56, passed 2-18-09)

Parks and Community Services

FACILITY RENTALS		Administrative Fees	Weekday (Excluding Holidays)			Weekends and Holidays			Deposit	Miscellaneous	
		Admin. (Non-Refundable)	Min. Rental Charge (Note 1)	Hourly Rental	Full Day Rental	Min. Rental Charge (Note 1)	Hourly Rental	Full Day Rental	General (Note 2)	Early Entry or Late Fee/Hour	Alcohol Surcharge
Centennial Park	Swimming Pool Complex (1-100 people)	$ 25.00	$ 240.00	$ 60.00	N/A	$ 240.00	$ 60.00	N/A	$ 100.00	$ 20.00	
Centennial Park	Swimming Pool Complex (101-150 people)	$ 25.00	$ 320.00	$ 80.00	N/A	$ 320.00	$ 85.00	N/A	$ 100.00	$ 20.00	
Centennial Park	Swimming Pool Complex (151-200 people)	$ 25.00	$ 420.00	$ 105.00	N/A	$ 420.00	$ 105.00	N/A	$ 100.00	$ 20.00	
Centennial Park	Swimming Pool Complex (201-250 people)	$ 25.00	$ 540.00	$ 135.00	N/A	$ 540.00	$ 130.00	N/A	$ 100.00	$ 20.00	
Frank A. Bergon	Computer Lab	$ 25.00	$ 50.00	$ 25.00	$ 125.00	$ 50.00	$ 25.00	$ 125.00	$ 100.00	$ 20.00	**NO ALC**
Frank A. Bergon	Multi-Purpose Room	$ 25.00	$ 150.00	$ 75.00	$ 400.00	$ 150.00	$ 75.00	$ 400.00	$ 100.00	$ 20.00	
Frank A. Bergon	Multi-Purpose Room with alcohol	$ 25.00	$ 150.00	$ 75.00	$ 400.00	$ 150.00	$ 75.00	$ 400.00	$ 200.00	$ 20.00	**$ 250.00**
Frank A. Bergon	Kitchen (Not Rented Independently)		$ 30.00	$ 10.00	$ 40.00	$ 30.00	$ 10.00	$ 40.00	$ 50.00		
Lions Town & Country Park	Pavilion	$ 25.00	$ 45.00	$ 15.00	$ 100.00	$ 45.00	$ 15.00	$ 100.00	$ 50.00	$ 20.00	
Lions Town & Country Park	Picnic Shelter 1	$ 25.00	$ 20.00	$ 5.00	$ 35.00	$ 30.00	$ 7.50	$ 50.00	$ 50.00	$ 20.00	
Lions Town & Country Park	Picnic Shelter 2	$ 25.00	$ 20.00	$ 5.00	$ 35.00	$ 30.00	$ 7.50	$ 50.00	$ 50.00	$ 20.00	
Lions Town & Country Park	Redwood Area	$ 25.00	$ 20.00	$ 5.00	$ 35.00	$ 30.00	$ 7.50	$ 50.00	$ 50.00	$ 20.00	
Lions Town & Country Park	Walking Track	$ 25.00	$ 50.00	$ 7.50	$ 75.00	$ 100.00	$ 15.00	$ 150.00	$ 50.00		
Lions Town & Country Park	Amphitheater (4 hr. Min)	$ 25.00	$ 100.00	$ 25.00	$ 175.00	$ 120.00	$ 30.00	$ 200.00	$ 100.00	$ 20.00	
Lions Town & Country Park	Ball Fields 1-9 (2 hr. Min.)	$ 25.00	$ 25.00	$ 12.50	$ 100.00	$ 25.00	$ 12.50	$ 100.00	$ 50.00	$ 20.00	
Lions Town & Country Park	Ball Fields 1-9 Lights			$ 20.00			$ 20.00				
Lions Town & Country Park	Ball Fields 1-9 Field Preparation		$ 45.00			$ 45.00					
Lions Town & Country Park	Ball Fields 1-9 Bi-Weekly Field Prep.		$ 150.00			$ 150.00					
Boy Scouts' One Week Camp		$ 25.00			$ 175.00			$ 175.00	$ 50.00		
Emergency Services	Staging Area	$ 25.00		$400 to $1000			$400 to $1000		$ 50.00		
McNally Park	Picnic Shelter 1	$ 25.00	$ 20.00	$ 5.00	$ 35.00	$ 30.00	$ 7.50	$ 50.00	$ 50.00	$ 20.00	
McNally Park	Basketball Courts	$ 25.00	$ 20.00	$ 5.00	$ 35.00	$ 40.00	$ 10.00	$ 70.00	$ 50.00		
Mexican American	Multi-Purpose Room 1	$ 25.00	$ 81.00	$ 27.00	$ 100.00	$ 81.00	$ 27.00	$ 100.00	$ 50.00	$ 20.00	
Mexican American	Multi-Purpose Room 2	$ 25.00	$ 81.00	$ 27.00	$ 100.00	$ 81.00	$ 27.00	$ 100.00	$ 50.00	$ 20.00	
Millview	Kitchen	$ 25.00	$ 105.00	$ 35.00	$ 250.00	$ 105.00	$ 35.00	$ 250.00	$ 200.00	$ 20.00	
Millview	Gym	$ 25.00	$ 105.00	$ 35.00	$ 250.00	$ 75.00	$ 25.00	$ 250.00	$ 200.00	$ 20.00	
Pan American	Gym w/out alcohol	$ 25.00	$ 330.00	$ 110.00	$ 600.00	$ 330.00	$ 110.00	$ 600.00	$ 200.00	$ 20.00	
Pan American	Gym with alcohol	$ 26.00	$ 330.00	$ 110.00	$ 600.00	$ 330.00	$ 110.00	$ 600.00	$ 500.00	$ 20.00	**$ 250.00**
Pan American	Multi-Purpose Room w/out alcohol	$ 25.00	$ 150.00	$ 50.00	$ 200.00	$ 150.00	$ 50.00	$ 200.00	$ 100.00	$ 20.00	
Pan American	Multi-Purpose Room with alcohol	$ 25.00	$ 150.00	$ 50.00	$ 200.00	$ 150.00	$ 50.00	$ 200.00	$ 250.00	$ 20.00	**$ 250.00**
Pan American	Kitchen (not rented independently)		$ 75.00	$ 25.00	$ 135.00	$ 75.00	$ 25.00	$ 135.00			
Pan American	Small Kitchen (not rented independently)		$ 30.00	$ 10.00	$ 40.00	$ 30.00	$ 10.00	$ 40.00			
Pan American	Computer Lab	$ 25.00	$ 60.00	$ 20.00	$ 100.00	$ 60.00	$ 20.00	$ 100.00	$ 100.00	$ 20.00	
Pan American	Picnic Shelter 1 (Park Shelter)	$ 25.00	$ 20.00	$ 5.00	$ 35.00	$ 30.00	$ 7.50	$ 50.00	$ 50.00	$ 20.00	

Parks and Community Services

FACILITY RENTALS		Administrative Fees	Weekday (Excluding Holidays)			Weekends and Holidays			Deposit	Miscellaneous	
		Admin. (Non-Refundable)	Min. Rental Charge (Note 1)	Hourly Rental	Full Day Rental	Min. Rental Charge (Note 1)	Hourly Rental	Full Day Rental	General (Note 2)	Early Entry or Late Fee/Hour	Alcohol Surcharge
Rotary Park	Pavilion w/out alcohol	$ 25.00	$ 37.50	$ 12.50	$ 55.00	$ 60.00	$ 20.00	$ 115.00	$ 50.00	$ 20.00	
Rotary Park	Pavilion with alcohol	$ 26.00	$ 37.50	$ 12.50	$ 55.00	$ 60.00	$ 20.00	$ 115.00	$ 200.00	$ 20.00	$ 150.00
Rotary Park	Picnic Shelter 1	$ 25.00	$ 40.00	$ 10.00	$ 75.00	$ 50.00	$ 15.00	$ 90.00	$ 50.00	$ 20.00	
Rotary Park	Picnic Shelter 2	$ 25.00	$ 40.00	$ 10.00	$ 75.00	$ 50.00	$ 15.00	$ 90.00	$ 50.00	$ 20.00	
Rotary Park	Picnic Shelter 3	$ 25.00	$ 40.00	$ 10.00	$ 75.00	$ 50.00	$ 15.00	$ 90.00	$ 50.00	$ 20.00	
Rotary Park	Walking Track	$ 25.00	$ 60.00	$ 15.00	$ 85.00	$ 100.00	$ 15.00	$ 150.00	$ 50.00		
Rotary Park	Skate Park	$ 25.00	$ 165.00	$ 50.00	$ 315.00	$ 165.00	$ 50.00	$ 315.00	$ 50.00	$ 20.00	
Rotary Youth Hut	Multi-Purpose Room	$ 25.00	$ 120.00	$ 40.00	$ 180.00	$ 120.00	$ 40.00	$ 180.00	$ 50.00	$ 20.00	
Sunrise Rotary Sports Comp.	Pavilion	$ 25.00	$ 37.50	**$ 12.50**	$ 55.00	$ 60.00	$ 20.00	$ 115.00	$ 50.00	$ 20.00	
Sunrise Rotary Sports Comp.	Softball Fields 1 & 2 (2 hr. min.)	$ 25.00	$ 25.00	**$ 12.50**	$ 90.00	$ 25.00	$ 12.50	$ 90.00	$ 50.00	$ 20.00	
Sunrise Rotary Sports Comp.	Softball Fields 1 & 2 Lights			$ 15.00			$ 15.00				
Sunrise Rotary Sports Comp.	Softball Fields 1 & 2 Field Prep.		$ 45.00			$ 45.00					
Sunrise Rotary Sports Comp.	Softball Fields 1 & 2 Bi-Weekly Field Prep.		$ 150.00			$ 150.00					
Sunrise Rotary Sports Comp.	Soccer Field (2 hr. min.)	$ 25.00	$ 25.00	$ 12.50	$ 90.00	$ 25.00	$ 12.50	$ 90.00	$ 50.00	$ 20.00	
Sunrise Rotary Sports Comp.	Soccer Field Lights			$ 20.00			$ 20.00				
Sunrise Rotary Sports Comp.	Soccer Field Prep.		$ 50.00			$ 50.00					
Sunrise Rotary Sports Comp.	Soccer Field Bi-Weekly Prep.		$ 150.00			$ 150.00					
Wells Youth Center	Conference Room 1st Floor	$ 25.00	$ 60.00	$ 20.00	$ 100.00				$ 100.00	$ 20.00	
Wells Youth Center	Conference Room 2nd Floor	$ 25.00	$ 60.00	$ 20.00	$ 100.00				$ 100.00	$ 20.00	
Wells Youth Center	Computer Lab	$ 25.00	$ 150.00	$ 75.00	$ 300.00	$ 75.00	$ 150.00	$ 300.00	$ 100.00	$ 20.00	
Wells Youth Center	Multi-Purpose Room (Rec Room)	$ 25.00	$ 120.00	$ 40.00	$ 235.00	$ 120.00	$ 40.00	$ 235.00	$ 100.00	$ 20.00	
Wells Youth Center	Multi-Purpose Room (Teen Lounge)	$ 25.00	$ 120.00	$ 40.00	$ 235.00	$ 120.00	$ 40.00	$ 235.00	$ 100.00	$ 20.00	
Wells Youth Center	Multi-Purpose Room (Crafts)	$ 25.00	$ 120.00	$ 40.00	$ 235.00	$ 120.00	$ 40.00	$ 235.00	$ 100.00	$ 20.00	
Wells Youth Center	Gym	$ 25.00	$ 150.00	$ 50.00	$ 295.00	$ 150.00	$ 50.00	$ 295.00	$ 200.00	$ 20.00	
Wells Youth Center	Patio	$ 25.00	$ 40.00	$ 20.00	$ 70.00	$ 40.00	$ 20.00	$ 70.00	$ 100.00	$ 20.00	
Wells Youth Center	Dance Studio	$ 25.00	$ 90.00	$ 30.00	$ 100.00	$ 90.00	$ 30.00	$ 100.00	$ 100.00	$ 20.00	
Wells Youth Center	Music Studio	$ 25.00	$ 195.00	$ 65.00		$ 195.00	$ 65.00		$ 500.00	$ 20.00	

Parks and Community Services

PROGRAM FEES	Admin. Fees	Program Fees		
	Non-Refundable	Program (min.)	Program (max.)	Late Reg. Fee
Tournament Fees (see Note 5)	$ 35.00	$ 150.00	$ 600.00	
Camps (see Note 6)	$ 5.00 to $15.00	$ 40.00	$ 200.00	$ 10.00
Camps Junior Counselor	$ 5.00 to $15.00	$ 30.00	$ 190.00	$ 10.00
T-ball (See Note 7)	$ 5.00	$ 45.00	$ 65.00	$ 10.00
Youth Basketball (See Note 7)	$ 5.00	$ 45.00	$ 65.00	$ 10.00
Youth Sports Prog. (1 day clinics to multi-week leagues) (See Note 7)	$ 5.00	$ 5.00	$ 75.00	$ 10.00
Adult Leagues (Basketball, Softball, Football, Soccer, etc.)	$ 35.00	$ 250.00	$ 400.00	$ 25.00
Group Swimming Lessons (See Note 7)	$ 5.00	$ 45.00		$ 10.00
Private Swimming Lessons	$ 5.00	$ 85.00		$ 10.00
Public Swim - Youth Per Day		$ 1.00		
Public Swim Season Pass - Youth	$ 5.00	$ 35.00		
Public Swim-Adults Per Day		$ 2.00		
Public Swim Season Pass - Adult	$ 5.00	$ 80.00		
Recreation Class/Program (See Note 7)	$ 5.00 to $20.00	$ 25.00	$ 250.00	$ 10.00
Drop-In Programs		$ 2.00	$ 25.00	
Field Trips	$ 5.00 to $25.00	$ 5.00	$ 400.00	$ 10.00
Hosted Parties `	$ 25.00	$5/guest	$60/guest	
Special Event at Parks	$ 25.00	$ 100.00	$ 250.00	

EQUIPMENT RENTALS/PURCHASE	Rental Fees			
	Hourly	Daily (min.)	Daily (max.)	Deposit
Movie Screen	$ 100.00	$ 300.00	$ 800.00	$ 300.00
Movie Licensing	Actual cost plus $50.00			
Horseshoes - 2 pair		$ 12.00	$ 12.00	$ 40.00
Baseball Bases (set)		$ 25.00	$ 25.00	$ 40.00
Soccer Goals (set)		$ 25.00	$ 25.00	$ 40.00
Volleyball Net		$ 12.00	$ 12.00	$ 40.00
Chairs		$ 0.50	$ 0.50	$ 50.00
Tables		$ 5.00	$ 5.00	$ 50.00

T-Shirts (for purchase) $15.00 (See Note 8)

NOTES

1. Indoor facilities have a minimum rental charge of 3 x the hourly rate, outdoor facilities (including the pool) have a minimum rental charge of 4 x the hourly rate unless otherwise noted.
2. Facility clean-up costing more than the General Deposit will be billed to the renter at hourly labor cost plus materials. All damages will be billed to the renter.
3. 50% of total rental fee (including admin. fee and deposit) is due at time of reservation; balance is due 45 days prior to event. Cancellation before 45 days prior to event is eligible for full refund minus admin. fee. Cancellations and reservations not paid in full 45 days or less prior to event are subject to loss of all funds deposited (50% of total rental including admin. fee).
4. Based on availability and the Parks Department Director's approval, certain community-based non-profit organizations may use Parks Department meeting rooms for business meetings at no charge
5. Non-City hosted tournaments are required to pay the City $100 in addition to all other applicable charges.
6. Registered non-profits may be eligible for a 15% reduction of rental charges.
7. 2nd child in the household registered at the same time as the 1st child is eligible for a 10% reduction in activity fee (administrative fee not included). 3rd and subsequent children registered at the same time as the 1st and 2nd child are eligible for a 20% reduction in the activity fee.
8. Some programs (example T-ball) include a T-Shirt in the Program Fee . For programs not including a T-Shirt or for extra shirts the cost is $15.00/ shirt.
9. Renters are expected to leave fields, picnic areas and facilities clean after their rental, renters may be charged a fee for excessive trash or other clean-up.

Parks and Community Services

STAFF	Fees	
	Hourly	Overtime/ Hr.
Movie Projectionist/Sound Tech. - 2 Required with Rental of Screen	$18.32 each	$27.48 each
After-School Program Staff	$27.35 each	$41.02 each
Clean-Up After Event (See Note 9)	$27.35 each	$41.02 each

PARKS LANDSCAPE DEVELOPMENT FEES

Landscape Plan Check	
to 5,000 sq.ft..	$180
5,001 - 10,000 sq. ft.	$285
10,001 - 15,000 sq. ft.	$340
15,001 - 25,000 sq. ft.	$440
25,001 - 50,000 sq. ft.	$540
50,000 + sq. ft.	$790
Re-Checks	
to 5,000 sq.ft..	$135
5,001 - 10,000 sq. ft.	$180
10,001 - 15,000 sq. ft.	$225
15,001 - 25,000 sq. ft.	$270
25,001 - 50,000 sq. ft.	$315
50,000 + sq. ft.	$360
Site Inspections	
to 5,000 sq.ft..	$180
5,001 - 10,000 sq. ft.	$285
10,001 - 15,000 sq. ft.	$340
15,001 - 25,000 sq. ft.	$440
25,001 - 50,000 sq. ft.	$540
50,000 + sq. ft.	$790
Re-inspections	
to 5,000 sq.ft..	$135
5,001 - 10,000 sq. ft.	$180
10,001 - 15,000 sq. ft.	$225
15,001 - 25,000 sq. ft.	$270
25,001 - 50,000 sq. ft.	$315
50,000 + sq. ft.	$360
Final Inspection	
to 5,000 sq.ft..	$135
5,001 - 10,000 sq. ft.	$180
10,001 - 15,000 sq. ft.	$225
15,001 - 25,000 sq. ft.	$270
25,001 - 50,000 sq. ft.	$315
50,000 + sq. ft.	$360

(Res ____ passed 09/20/17)

Police Department Fees

Services	Fee/Charge	
Police reports:	$ 10.00	(1 - 10 pages)
a. Provided same business day	$ 5.00	/page (11 + pages)
b. Provided subsequent business day	$ 18.00	/hour actual time plus
c. Research documents/archived reports	"a" or "b" above	
Tow service rotation list	$ 50.00	(initial placement)
Impounded vehicle release (excludes "victim" vehicles)	$ 64.30	
Impounded vehicle release (including an impound hearing)	$ 77.90	
Media Reproduction		
a. First compact disc	$ 20.00	plus material costs
b. Each subsequent compact disc	$ 5.00	plus material costs
Tape transcription (if available) * bilingual transcription individually negotiated based upon personnel availability	Contract rate * actual cost of transcription from third party vendor @ $.0125 to $.02 per word.	
Statutory registration * plus fingerprinting fee if required and Dept. of Justice fee	$ 20.00 *	
Statutory background investigation	Hourly rate/benefits of personnel assigned for actual time required	
Vehicle I.D.verification	$ 10.00	
Release repossessed vehicles	$ 15.00	
Alarm registration fee	$ 50.00	
CCW PERMIT	$ 149.00	
Non-Refundable Fee	$ 105.00	
Upon Completion	$ 44.00	
Photograph reproduction	$ 20.00	plus expenses
Subpoena duces tecum	Police report fee plus hourly rate/ benefits of personnel assigned for actual time when personnel activities are involved (i.e. court appearance)	
Special event officer *includes equipment/vehicle if needed	$ 68.93	/hour*
Local criminal history record check	$ 25.00	
Duplication (logger recorder)	$ 41.00	6000

Police Department Fees

Services	Fee/Charge
Citation sign off	$ 10.00
Animal Control Fees:	
License Fees:	
1 year unaltered	$ 50.00
1 year Spayed / Neutered	$ 8.00
Sr.Discount Spayed/Neutered (1st Dog)	Free
Police K-9/Military K-9	Free
Service, Guide or Signal Dog	Free
3 year Spayed / Neutered	$ 17.00
Sr.Discount Spayed/Neutered (1st Dog)	Free
Police K-9/Military K-9	Free
Service, Guide or Signal Dog	Free
Delinquent License Penalty	$15.00
Lost License Replacement	$3.00
Animal Pick-Up Fees	
a. Owned dogs & cats	$20.00
b. After normal animal shelter hours	$25.00
c. Large animal pick-up	Officer salary per hour with minimum of 1 hour + costs incurred from assistance requested from County Animal Shelter
d. Miscellaneous owned animals	$25.00
e. Owned animal tranquilizer fee	Personnel costs with minimum of 1hour + market costs of tranquilizer
Kennel Permit:	$50.00 per year
a. Annual inspection	$25.00
b. Re-inspection	$20.00
Trap Rentals:	
a. Trap rentals deposit	$35.00
b. Cat trap daily rental fee	$2.00 a day
c. Dog trap deposit	$65.00
d. Dog trap daily rental fee	$4.00 a day
e. Trap delinquent return fee	$2.00 a day after 3 days
Quarantine inspections:	
a. At animal shelter	$45.00 (+County Animal Shelter boarding & impound costs)
b. At business or residence of owner	$45.00

Police Department Fees

Services	Fee/Charge	
c. Final inspection and release	$20.00	
Vicious animal permits	$50.00	per year
Exotic pet / wildlife animal permit fee	$20.00	per year
Administrative Fees:		
a. Enforcement action initial hearing fee	$15.00	
b. Enforcement action City Administrator hearing fee	$30.00	
c. Enforcement action Council hearing filing Fee	$40.00	
d. Services billing fees	$5.00	a month
e. Collection fees	actual costs	
f. Unfounded emergency calls	$30.00 + salary of employee(s) minimum of 3 hours salary	
Tow Fees:		
(Fees established by Madera Police Department, to be assessed by respective tow company)		
Flat price per vehicle per call:		
a. Light duty tow/flatbed	$200.00	each
b. Medium duty tow	$ CHP rates apply (currently $275)	
c. Heavy duty tow	$ CHP rates apply (currently $450)	
Water Recovery:	$ CHP rates apply (currently $375)	
Storage Rates:		
a. Passenger cars	$55.00	per day
b. Motorcycles	$55.00	per day
c. Trucks or Trailers	$ CHP rates apply (currently $75)	
Inside Storage Rates:		
a. Passenger cars	$70.00	per day
b. Motorcycles	$70.00	per day
c. Trucks or trailers	$ CHP rates apply (currently $100)	

Gate Fee: No gate fees may be charged between 8:00 a.m. through 5:00 p.m. Monday through Friday, excluding City recognized holidays as listed in the Agreement.

On Saturday and Sunday, between the hours of 8 a.m. and 12 p.m. (noon) a $85.00 gate fee may be applied to the invoice. Any other after hour gate fee may be charged at all other times. The gate fee is not to exceed 50% of the flat rate charge for a light duty tow and may be charged to the vehicle's owner for releases or personal property recovery that occurs outside normal business hours (excluding lien fees, storage fees, taxes, or other additional fees.)

Police Department Fees

Services	Fee/Charge	
Gate fees for medium and heavy duty tows will be set at 1/2 the CHP hourly rate for medium and heavy duty tows. Non-tow service calls (out of gas, lockouts, and flat tires) shall not exceed one-half the flat rate charge for a light duty truck response.		
City of Madera Administrative / Franchise Fees to the City: (assessed by the City to tow company)		
Tow company finders fee	$50.00	
Tow company monthly fee	$150.00	
Tow company application fee	$50.00	
Tow operator (background)	$25.00	
Tow company reinstatement fee	$500.00	
Tow operator violation/s	$100.00	
Live-Scan (fingerprints)	$49.00	

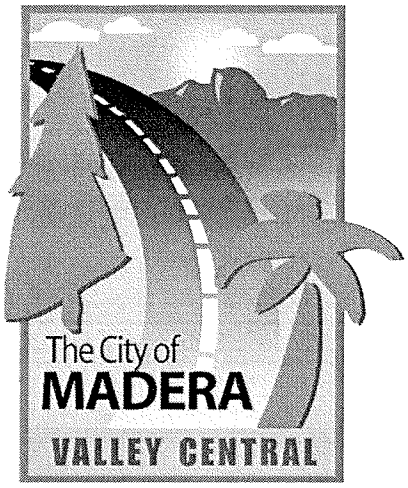
(Res. 92-121, passed 12-21-92; Am.Res.98-142, passed 7-15-98; Am.Res.2000-186, passed 8-2-00; Am.Res.12-19, passed 1-18-12; Am. Res. 13-112, passed 07-03-13; Am.Res.14-194, passed 11-5-14)

Public Works Department Fees

Services	Fee/Charge
Construction Water Fees	
Meter rates and charges for all residential, commercial or industrial developments which obtain construction water from fire hydrants are as follows:	
2" Construction Meter Deposit	$ 1,700.00
4" Construction Meter Deposit	$ 4,800.00
6" Construction Meter Deposit	$ 7,800.00
(Refundable based on return of water meter, R.P.valve and stand in good working condition)	
Meter setup and relocation fee	$ 83.52
2" Meter and R.P. valve amortization fee (per day of use)	$ 1.00
4" Meter and R.P. valve amortization fee (per day of use)	$ 2.63
6" Meter and R.P. valve amortization fee (per day of use)	$ 4.27
Uniform monthly service charge	$ 25.28
Volume rate for water used ($/*hundred cubic feet)	$ 1.87
Idle assigned meters charge at a minimum rate per month.	$ 60.00
City reserves the right to discontinue the temporary construction meter service if meter is unused for 30 days. Following such cases, a request to reset meter at a given location will result in payment of meter setup and relocation fee.	
Finance Department Requested Water Meter Removal & Reinstallation	
Water Meter Removal	$ 83.5200
Water Meter Reinstallation	$ 83.5200
Backflow Certified Tester Fee	
Tester Annual Permit Fee	$ 61.99
Disposal of Septic Tank Waste	
An annual permit fee shall be charged for each company discharging septic waste at city WWTP, and a manifest shall be required for each load. No waste originating outside of Madera County shall be accepted.	
Annual fee	$ 101.23
Late application fee	$ 40.00
Failure to renew by the due date will result in denial of access to WWTP septic receiving station. An additional late application fee will then apply.	
Volume rate per gallon with $25.00 minimum	$ 0.0650
Septic rate adjusted for additional operating cost of new WWTP.	
Uniform Septic Service Charge (per delivery)	$ 38.21

Public Works Department Fees

Special Events			6000
Labor	$	36.51	/hour
Overtime labor	$	54.77	/hour
Block party barricade/signs	$	16.76	flat rate
Barricades	$	0.33	/each
Barricades with lights	$	0.44	/each
Cones	$	0.27	/each
Signs	$	0.66	/each
Note: Above rates includes equipment/vehicles as needed. All special events upon public right-of-way require encroachment permit by Engineering Department and pay accompanying fee.			
(Res. 92-121, passed 12-21-92; Am. Res.02-13, passed 1-16-02; Am. Res.14-124, passed 07-16-14) <u>Revision Dates:</u> (Res. No. 09-157, 7/1/09; Am.Res. 09-209, 9/2/09; Am.Res. 09-241, 10/7/09; Am.Res. 10-134, 6/16/10; Am.Res. 10-195, 9/15/10; Am.Res.11-126, 6/15/11; Am.Res.12-19,1/18/12; Am. Res. 13-112, 07/13/13; Am. Res. 14-54, 04/16/14; Am.Res.14-124, 07/16/14; Am.Res.14-137, 08/06/14; Am. Res.14-145; 8/20/14; Am.Res.14-194; 11/5/14)			



2017-2018

CITY OF MADERA

MASTER PENALTY SCHEDULE

ADOPTED ON SEPTEMBER 20, 2017

BY RESOLUTION NO.

Master Penalty Schedule

UTO Section	Description	Corresponding CVC Section	Fine
8.5	Obedience to barriers and signs	22506	$ 67.00
10.1	Stopping/standing in parkways	22500(a)	$ 67.00
10.3(d)	Red curb or no parking sign	22500.1	$ 127.00
10.3(f)	Traffic hazard	22500(g)	$ 67.00
10.3(g)	After notice for cleaning or repair of street	22507.6	$ 67.00
10.3(i)	Within 20' of intersection	22500(g)	$ 67.00
10.3(j)	Within 20' of traffic signal/stop sign	22500(g)	$ 67.00
10.4	Use of street to store vehicle	22506	$ 67.00
10.5	Parking on street "For Sale"	22506	$ 67.00
10.6	Repairing vehicle on street	22506	$ 67.00
10.7	Washing/polishing vehicle on street (for pay)	22506	$ 67.00
10.9	Prohibited on narrow streets	22500(g)	$ 67.00
10.10	Parking of grade without wheels blocked	22509	$ 67.00
10.11	Unlawful parking/vending from vehicle	22455(b)	$ 67.00
10.13	Disabled vehicle/warming devices not displayed	25251(b)	$ 67.00
11	24 minute parking	21462	$ 67.00
11.1	40 minute parking	21462	$ 67.00
11.2	1 hour parking	21462	$ 67.00
11.3	2 hour parking	21462	$ 67.00
11.4(b)	Parking parallel on one-way street	22502(a)	$ 67.00
11.5(a)	Diagonal parking (within lines, etc.)	22503	$ 67.00
11.9	Trailer left unattended	22506	$ 67.00
12.3	Standing for loading/unloading only	21458(2)	$ 67.00
12.4	Standing in passenger loading zone	21458(2)	$ 67.00
12.5	Standing in alley (Loading/unloading only)	22500(g)	$ 67.00
12.7	Parking in taxi stand	none	$ 67.00
13.1	Advertising vehicle (sound amplification)	27007	$ 67.00

Master Penalty Schedule

13.2	Horse drawn vehicles. Between 1600-1830	22506	$ 67.00
13.3(b)	Truck routes	35701(a)	$ 147.00
13.4(b)	Truck parked off truck route	35701(a)	$ 147.00
15.1	Trains blocking crossing (longer than 10 min.)	none	$ 67.00
UFC 10.207(b)	Fire lane on private property	22500.1	$ 127.00

CVC	Description	Corresponding CVC Section	Fine
22500(a)	Within intersection	22500(a)	$ 67.00
(b)	On a crosswalk	22500(b)	$ 67.00
(c)	Adjacent to a safety zone	22500(c)	$ 67.00
(d)	Within 15' of fire station	22500(d)	$ 67.00
(e)	In front of driveway (public or private)	22500(e)	$ 67.00
(f)	On sidewalk	22500(f)	$ 67.00
(g)	Blocking excavation	22500(g)	$ 67.00
(h)	Double parking	22500(h)	$ 67.00
(i)	Posted bus loading zone	22500(i)	$ 272.00
(j)	In tube or tunnel	22500(j)	$ 67.00
(k)	On bridge, unless posted permitting	22500(k)	$ 67.00
(l)	Blocking sidewalk wheelchair access	22500(l)	$ 272.00
22500.1	Posted fire lane	22500.1	$ 127.00
22502(a)	Right side of road/Wheels 18" from curb	22502(a)	$ 67.00
22504(a)	Stopping or parking on roadway	22504(a)	$ 127.00
22505(b)	Stop park or leave standing on State Highway	22505(b)	$ 127.00
22507.8(a)	Parked in handicapped space	22507.8(a)	$ 272.00
(b)	Blocking designated handicapped spaces)	22507.8(b)	$ 272.00
(c)	On lines of designated handicapped spaces)	22507.8(c)	$ 272.00
22514	Park unattended within 15' of fire hydrant	22514	$ 127.00
22515(a)	Leave motor vehicle running and unattended	22515(a)	$ 127.00
22521	Park on railroad tracks	22521	$ 127.00

Master Penalty Schedule

22522	Park near sidewalk access ramp	22522	$ 272.00
22523	Abandon vehicle prohibited	22523	$ 244.00
22526	Parked; blocking intersection (anti-gridlock)	22526	$ 147.00
These fines are mandated by California State Law			
Dismissible violations			**Fine**
4000(a)	Expired registration		$ 285.00
5200	License plates required		$ 197.00
5204	Display of Registration Tabs		$ 197.00
24400(A)(1)	Headlamp requirements		$ 197.00
24607(B)	Reflectors required rear of vehicle		$ 197.00
25300(c)	Warning device on disabled vehicles		$ 197.00
26100	Unapproved vehicle equipment		$ 197.00
26700(A)	Windshield required		$ 197.00
26708(A)	Material obstructing/reducing view		$ 197.00
26708.5(A)	Material on windows restricted		$ 197.00
26710	Defective windshield & rear windows		$ 197.00
27465(B)	Tread depth of pneumatic tires		$ 197.00
4000.4(A)	California registration required		$ 197.00
4457	Stolen, lost, damaged cards/plates		$ 197.00
4462(A)	unlawful display of registration		$ 197.00
4462(B)	Registration, wrong vehicle/unlawful display		$ 197.00
4464	Altered license plates displayed		$ 197.00
5201	Plates improperly positioned		$ 197.00
5201(F)	License plate covered		$ 197.00
5202	Period of display of plates specified		$ 197.00
9400(A-C)	Weight fees due		$ 197.00

(Res. 11-29, passed 1-19-2011;Am. Res. 15-147, passed 07-1-15)

Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 20, 2017

AGENDA ITEM NUMBER C-1

APPROVED BY

GRANTS ADMINISTRATOR

CITY ADMINISTRATOR

SUBJECT:

PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION APPROVING 2016/2017 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY

RECOMMENDATION:

Staff recommends that Council open the public hearing, invite public input and approve the attached resolution.

DISCUSSION:

The Department of Housing and Urban Development (HUD) requires entitlement communities receiving Community Development Block Grant (CDBG) funds to annually review and publicly report on the progress made in carrying out its Annual Action Plan. Submission of the Consolidated Annual Performance and Evaluation Report (CAPER) is the reporting tool HUD requires to meet this obligation and is due to HUD within 90 days after the end of each program year (June 30, 2017).

As required by HUD regulations and the Citizen Participation Plan, staff obtained citizen participation by publishing and posting bilingual public hearing notices. Staff published a bilingual public hearing notice Saturday, September 2, 2017 in the Madera Tribune. Notices were also posted at City Hall. The notices contained details on availability of the CAPER for review and information about the date, time, and location for our public hearing. Each notice stated, citizens' comments may be submitted in person and in writing until 5:00 p.m., Monday, September 18, 2017. No comments were received as of the writing of this staff report.

In summary, the CAPER reflects that the City is making progress to expend its CDBG funds in a timely manner and meet the grant's primary objectives. The City has a total balance of CDBG funds of $1,057,207. This amount consists of the 2016/17 allocation of $847,853 and $209,354 in carryover funds from previous years. During FY 2016/17 the City spent $329,665 through June 30, 2017. (Please see the chart below.) Staff believes this performance demonstrates the City's strong commitment to meeting the objectives of the CDBG program and recommends that Council approve submission of the 2016/2017 CAPER.

The following provides a summary status of CDBG Capital Projects/Public Improvements activities funded during 2016/17 allocations:

Centennial Park Rehabilitation and Lighting Project

Phase 1 of this project was to paint the exterior of the John W. Wells Youth Center. This phase was completed in Fiscal Year 2016/2017 with total expenditures of $47,010. Phase 2 consists of installing exterior lighting, ADA upgrades, and other improvements to enhance Centennial Park. A Request for Statements and Qualifications (RFQ) soliciting a design firm is underway. Staff anticipates placing a qualified firm under contract by December 2017, and construction completed by June 2018.

Fire Station No. 6 Emergency Generator

The generator is ordered and expected to be delivered in approximately six weeks. Staff is currently working to provide the Fire Station with an acceptable electrical panel that will adequately work with the new generator. It is anticipated that this project will be completed by end of this calendar year.

Solar Powered LED Street Lights

The installation of the solar powered LED street lights is progressing well. Currently, there are eight (8) installed and an order for six (6) additional lights has been submitted. All of these street lights are designated for CDBG qualifying areas. The first eight are working well and illuminating neighborhoods where traditional utility powered street lights were not feasible. They are near the City's water tower in mid-block locations adjacent to the tower's surrounding streets.

2016/2017 expenditures for programs and projects are as follows:

CDBG 2016/2017		
Administration	**Expenditures**	**Balance**
CDBG Grant Oversight	$133,138.57	$17,831.43
Fresno/Madera Continuum of Care (Community Action Partnership of Madera County)	$16,000.00	$0.00
Sub Total	$149,138.57	$17,831.43
Public Services		
Madera County Workforce Investment Corporation	$10,000.00	$0.00
Resilient Madera I and II	$10,000.00	$0.00
Pequeños Empresarios	$9,709.39	$290.61
Parks Senior Services	$95,226.96	$0.04

Sub Total	$124,936.35	$290.65
Capital Projects/Public Improvements		
Centennial Park Rehabilitation and Lighting Project	$47,010.00	$382,990.00
Fire Station No. 6 Emergency Generator	$1,812.92	$23,187.08
Solar Powered LED Street Lights	$6,767.82	$93,888.18
Sub Total	$55,590.74	$500,065.26
Grand Total	**$329,665.66**	**$518,187.34**

FINANCIAL IMPACT:

Approval of the CAPER will not have a direct financial impact on the General Fund but will satisfy HUD requirements and maintain the City's eligibility for future cycles of CDBG funding.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The projects and programs discussed in this report advance the following Vision Plan objectives:

Fresno/Madera Continuum of Care and Madera ADA Advisory Council:

Strategy 113: City Facilities Accessibility: Promote greater accessibility of City facilities and services to meet the needs of various cultural, socioeconomic, and disabled groups.

Madera County Workforce Investment Corporation:

Strategy 215: Educational and Occupational Opportunities: Ensure educational and occupational opportunities are available for all Maderans.

Strategy 211: Business-Education Alliance: Create a business-education alliance to promote mutual support for vocational training.

Resilient Madera I and II, Pequeños Empresarios and Parks Senior Services:

Strategy 215: Educational and Occupational Opportunities: Ensure educational and occupational opportunities are available for all Maderans.

Strategy 303.3: Strengthen neighborhood associations.

Strategy 407: Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.

Centennial Park Rehabilitation and Lighting Project:

Action 113.3:	Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.
Action 113.4:	Provide parking with easy access for the handicapped.
Action 121.0:	Add facilities and amenities for the public.
Action 314.2:	Continue and expand facilities for youth-at-risk.
Strategy 332:	Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts, and after-school programs.
Strategy 336:	Youth Center: Expand youth center facilities throughout the City.
Strategy 404:	Promote increased community wellness.
Strategy 406:	Community Safety: Reduce the incidence of domestic violence within the community including child abuse; spousal abuse; crimes against youth and the elderly; and crimes committed by youth.
Strategy 407:	Promote and expand existing services to allow Madera's elders to maintain independent lifestyles.
Strategy 411:	Enhance and expand recreational activities available to Maderans.

Fire Station No. 6 Emergency Generator:

Strategy 421:	First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

Solar Powered LED Street Lights:

Strategy 431:	Alternative Energy Use: Develop a City plan to promote both governmental and citizen use of alternative sources of energy.

RESOLUTION NO. 17 -_____

A RESOLUTION APPROVING THE 2016/2017 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY REPORT

THE COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:

1. That certain "2016/2017" U. S. Department of Housing and Urban Development City of Madera Consolidated Annual Performance and Evaluation Report and Financial Summary Report on file in the office of the City Clerk and to which reference is hereby made for full particulars as to the requirements thereof is hereby approved.

2. This resolution is effective immediately upon adoption.

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	834,853.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	700,000.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,534,853.00
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	180,527.09
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	180,527.09
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	149,138.57
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	329,665.66
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,205,187.34
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	180,527.09
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	180,527.09
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	124,936.35
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	124,936.35
32 ENTITLEMENT GRANT	834,853.00
33 PRIOR YEAR PROGRAM INCOME	248,000.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,082,853.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	11.54%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	149,138.57
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	149,138.57
42 ENTITLEMENT GRANT	834,853.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	834,853.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	17.86%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

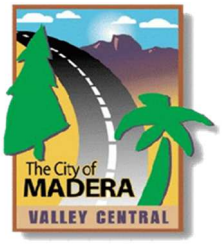
Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	7	241	6064649	Centennial Park Rehabilitation and Lighting Project	03F	LMA	$45,650.00
2016	7	241	6072677	Centennial Park Rehabilitation and Lighting Project	03F	LMA	$1,360.00
					03F	**Matrix Code**	**$47,010.00**
2016	9	243	6064649	Solar Powered LED Street Lights	03K	LMA	$6,696.33
2016	9	243	6077819	Solar Powered LED Street Lights	03K	LMA	$71.49
					03K	**Matrix Code**	**$6,767.82**
2016	8	242	6051730	Fire Station No, 6 Emergency Generator	03O	LMA	$462.25
2016	8	242	6064649	Fire Station No. 6 Emergency Generator	03O	LMA	$1,323.61
2016	8	242	6077819	Fire Station No. 6 Emergency Generator	03O	LMA	$27.06
					03O	**Matrix Code**	**$1,812.92**
2016	6	240	6010855	Senior Services	05A	LMC	$47,613.48
2016	6	240	6051730	Senior Services	05A	LMC	$25,173.91
2016	6	240	6064649	Senior Services	05A	LMC	$22,439.57
					05A	**Matrix Code**	**$95,226.96**
2016	4	238	6064649	Pequenos Empresarios	05D	LMC	$3,923.59
2016	4	238	6072677	Pequenos Empresarios	05D	LMC	$5,785.80
2016	5	239	6064649	Resilient Madera I and II	05D	LMC	$7,890.00
2016	5	239	6072677	Resilient Madera I and II	05D	LMC	$2,110.00
					05D	**Matrix Code**	**$19,709.39**
2016	3	237	6064649	Scholarships for Adult Learning and Training	05H	LMC	$900.91
2016	3	237	6072677	Scholarships for Adult Learning and Training	05H	LMC	$9,099.09
					05H	**Matrix Code**	**$10,000.00**
Total							**$180,527.09**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	6	240	6010855	Senior Services	05A	LMC	$47,613.48
2016	6	240	6051730	Senior Services	05A	LMC	$25,173.91
2016	6	240	6064649	Senior Services	05A	LMC	$22,439.57
					05A	**Matrix Code**	**$95,226.96**
2016	4	238	6064649	Pequenos Empresarios	05D	LMC	$3,923.59
2016	4	238	6072677	Pequenos Empresarios	05D	LMC	$5,785.80
2016	5	239	6064649	Resilient Madera I and II	05D	LMC	$7,890.00
2016	5	239	6072677	Resilient Madera I and II	05D	LMC	$2,110.00
					05D	**Matrix Code**	**$19,709.39**
2016	3	237	6064649	Scholarships for Adult Learning and Training	05H	LMC	$900.91
2016	3	237	6072677	Scholarships for Adult Learning and Training	05H	LMC	$9,099.09
					05H	**Matrix Code**	**$10,000.00**
Total							**$124,936.35**

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	1	235	6010855	Administration	21A		$69,979.39
2016	1	235	6051730	Administration	21A		$34,003.31
2016	1	235	6064649	Administration	21A		$28,622.39
2016	1	235	6077819	Administration	21A		$533.48
2016	2	236	6064649	Fresno/Madera Continuum of Care	21A		$15,785.51
2016	2	236	6072677	Fresno/Madera Continuum of Care	21A		$180.74
2016	2	236	6077819	Fresno/Madera Continuum of Care	21A		$33.75
					21A	**Matrix Code**	**$149,138.57**
Total							**$149,138.57**



Madera City Council Agenda 09/20/17
Agenda Item C-1

Public Hearing and Consideration of a Resolution Approving the 2016/2017 Community Development Block Grant Consolidated Annual Performance and Evaluation Report and Financial Summary

The CAPER report referenced in the staff report will be distributed prior to the scheduled meeting.

Return to Agenda

Council Meeting Date: September 20, 2017
Agenda Item No. D-1

RECEIVED
OFFICE OF THE CITY CLERK
AUG 30 2017
BY:

Valley West
CHRISTIAN CENTER

C: City Administrator
City Attorney
Comm. Dev. Dir.
Chief Bldg Official
Planning Manager
Finance Director

August 28, 2017

Sonia Alvarez, City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Dear Sonia:

After meeting with Dave Merchen, Director of Community Development, I am writing to request an item be placed on a Madera City Council meeting agenda to address the council, concerning fee reductions for Non-Profits in planning permit fees for new developments/additional buildings. If I could be placed on the agenda for the meeting of September 20, 2017 or later, that would be greatly appreciated. I have several points that I would like to address and Dave and I feel that this would be the best avenue to bring this item to our City Council. Thank you for all of your assistance.

Sincerely,

Pastor Roger Leach

Roger D. Leach, Senior Pastor
101 West Adell Street, Madera, California 93638 • Office (559) 674-8922 • Fax (559) 674-8955
www.maderavwcc.com

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
September 20, 2017

AGENDA ITEM NUMBER:
D-1

Approved By:

COMMUNITY DEVELOPMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: Written Communication From Valley West Christian Center and Consideration of a Request for a Reduction in Fees for a Proposed 5,250 Square Foot Multi-Purpose Building.

RECOMMENDATION:

This report is provided as backup information to the written communication from Roger Leach of Valley West Christian Center which addresses fee reductions for non-profit development projects. The communication is related to a specific request for a reduction in fees for a proposed 5,250 square foot multi-purpose building.

SUMMARY:

In conjunction with the addition of a new structure on the campus of Valley West Christian Center, Roger Leach requested an adjustment to the City's calculation of development impact fees. The existing fee schedule sets these fees at $19,136. Staff could not identify a basis for granting a fee adjustment under the requirements of the municipal code. After discussing this determination with Mr. Leach and reviewing his options with him, he has chosen to request relief from the City Council based on the non-profit and quasi-public nature of the use. Such factors may not be considered by Staff under the technical criteria spelled out in municipal code. However, the City Council may choose to adjust fees if it finds that the public benefit created by a proposed use is a reasonable basis to a grant a fee adjustment.

DISCUSSION:

In December of 2016, the Planning Commission approved a conditional use permit and site plan review to allow a new 5,250 square foot multi-purpose building on the grounds of Valley West Christian Center. The building will be used for miscellaneous church activities and will function as classroom space for the charter school which operates on the church campus. When the project moved to the building permit stage this summer, development impact fees in the amount of $19,136 were calculated for the new building. Believing that this amount was excessive, and that the church had already paid appropriate fees previously, Mr. Leach requested a fee adjustment (Attachment 1).

Fee waivers and modifications are reviewed pursuant to Section 10-8.17 of the Municipal Code. The code requires that adjustments be based upon the absence of any reasonable relationship between a project's impact on a public facility and the amount of the fee charged. Legal and technical arguments supporting the request must be provided. Unfortunately, the facts surrounding new multi-purpose building and the resulting fee calculation did not support the request. A letter describing Staff's finding in this matter was completed (Attachment 2) and Staff later met with Mr. Leach in person where the determination outlined in the letter was confirmed.

In discussing this matter with Valley West Christian Center, it is apparent that the request for a fee waiver is at least partially based on their status as a non-profit entity and the intended use of the proposed building as part of the existing church and charter school campus. Neither City code or the City fee schedule currently make a distinction between for-profit and not-for-profit/quasi-public uses. All private development projects are treated the same. In very limited instances, where a non-profit use demonstrates public benefit, the Council has authorized a fee adjustment. An example is when land use permit fees were absorbed by the City for the Madera Rescue Mission project.

In comparison to private-non-private projects, public agency projects, such as schools and County offices, are only subject to City sewer, water, and storm drainage development impact fees. A comparison of development impact fees due from a private versus public building is presented below.

5,250 Square Foot Classroom/Multi-Purpose Building
Private Building vs. Public Building Development Impact Fees

Fee Category	Private Building		Public Building
Commercial Admin Impact Fee	$126.00		$0
Commercial Fire Impact Fee	$189.00		$0
Commercial General Government Fee	$63.00		$0
Commercial Police Impact Fee	$378.00		$0
Commercial Public Works Impact Fee	$698.25		$0
Commercial Additional Sewer NE	$887.25		$887.25
Commercial Existing Sewer NE	$189.00		$189.00
Commercial Storm Drain NE	$6,352.50		$6,352.50
Commercial 12 Ft. Arterial Street Lane	$1,317.75		$0
Commercial 16 Ft. Arterial Median Island	$745.50		$0
Commercial 24 Ft Collector Street Lane	$1,317.75		$0
Commercial Traffic Signals	$456.75		$0
Commercial Transportation Facilities	$1,333.50		$0
Commercial Water Pipes Impact Fee	$698.25		$698.25
Commercial Water Wells	$378.00		$378.00
Commercial Wastewater Treatment Plant	$4,005.75		$4,005.75
Total Development Impact Fees	**$19,136.25**		**$12,510.75**

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The Vision Madera 2025 Action Plan does not address the topic of fee adjustments for projects proposed by non-profit groups or other types of project applicants.

FISCAL IMPACT:

The development impact fee total for the Valley West Christian Center is $19,136 across 16 fee categories. A fee reduction would result in minor reductions in the amounts otherwise programmed for developer reimbursements or future capital projects.

ATTACHMENT 1

Valley West
CHRISTIAN CENTER

July 25, 2017

City of Madera
Community Development Director
Dave Merchen

Re: Permit Fees Printed July 9, 2017

Dave,

I want to ask the City of Madera to reduce the permit fees that the engineering department assessed upon our project at 101 W Adell St, Madera.

I believe the fees to be excessive and redundant for our project. This is not a new site, construction was begun in 1990 finished 1991 where street, curbs, gutter, sewer, water along the street, storm drains were all completed. We never received any pay back from other developments.

All the sizing, flow, impact of our total project scope were approved and fees were paid then. We are not putting any more use into the system of water, sewer, or storm drains than when we proposed our master plan in 1989. (Actually we had a much larger sanctuary planned on the site plan at that time, over twice the size of the building currently being done.) There are no new city connections, in 1990 the city engineers designed the original size and all has been fine. The new building is not creating any new runoff in the storm drain (already calculated and constructed), nor water hook ups, nor sewer or electrical. The work has already been done.

Our project will add to Madera's employment of about 5-6 people which will bring more revenue, but more importantly, a better school into our community. More people are leaving Madera for Clovis school attendance areas and we need to provide this kind of school (STEM) for our community. These fees cause a hardship in finishing the building like we would want to.

The fees also include areas that do not affect our project, like the Arterial Street Lane, Median lane, Traffic signals, and collector street lane. The waste water fees are outrages and the treatment plant was paid for by a FHA grant years ago, the fee of $4005.75 is excessive.

Roger D. Leach, Senior Pastor
101 West Adell Street, Madera, California 93638 • Office (559) 674-8922 • Fax (559) 674-8955
www.maderavwcc.com

Valley West
CHRISTIAN CENTER

The fees I would like to see reduced are;

1. Comm Public Works Impact
2. Comm Additional Sewer NE
3. Comm Exist Sewer NE
4. Comm Storm Drain NE
5. Comm 12 FT Arterial Street Lane
6. Comm Arterial Median Island
7. Comm 24FT Collector Street Lane
8. Comm Traffic Signals
9. Comm Transportation Faciliies
10. Comm Water Pipes Impact Fee
11. Comm Waste Water Treatment Pln

The other 13 fees itemized on the permit, I would gladly pay in the suggested amounts. I believe that $ 20,255.80 permit fees for a 5000 sq ft building are way to excessive. We paid the CUP fees months ago.

I feel that we have already paid these fees (probably more on several occasions) and ask the city for a reduction. We have always allowed the city to use our buildings and charged no fees and whenever asked, have accommodated the city and county services, at again no charge. We are a non profit organization and have only tried to benefit our city and community and strived to make it better.

Thank you for your consideration,

Roger Leach
Senior Pastor

Roger D. Leach, Senior Pastor
101 West Adell Street, Madera, California 93638 • Office (559) 674-8922 • Fax (559) 674-8955
www.maderavwcc.com

INVOICE

You have applied for a permit from the City of Madera, Community Development Department, Building Division. This invoice is provided for your records. You must pay this invoice in person at the Finance Department window located in the front lobby of City Hall. You do not need to bring this invoice, but you must obtain a Finance Dept. copy from the Building Division prior to paying. You may pay by cash, personal check, business check or credit card (Master Card, and Visa).

Permit Number: 020171026

Application Date: Jun 9, 2017 Printed: Jul 10, 2017
Construction Site Address: 101 ADELL ST W
FOUNDATION ONLY
Owner: VALLEY WEST CHRISTIAN CENTER CONTRACTOR: BERRY CONSTRUCTION
Value of Construction: 161,700.00

Charges included:	
Permit Valuation	921.06
State Green Building Dev Fund	7.00
State Commercial Seismic Fee	45.36
Permit Issuance	19.03
Plan Check - Consultant	75.00
Archival Pgs > 8.5 x 14 EACH	20.00
Archival Pgs < 8.5 x 14 EACH	23.10
Construction Water FLAT FEE	9.00
Comm Administrative Impact Fee	126.00
Comm Fire Impact Fee	189.00
Comm General Government Fee	63.00
Comm Police Impact Fee	378.00
Comm Public Works Impact	698.25
Comm Additional Sewer NE	887.25
Comm Exist Sewer NE	189.00
Comm Storm Drain NE	6,352.50
Comm 12 FT Arterial StreetLane	1,317.75
Comm 16 FT ArterialMedianIslan	745.50
Comm 24 FT Collector SteeetLan	1,317.75
Comm Traffic Signals	456.75
Comm Transportation Facilities	1,333.50
Comm Water Pipes Impact Fee	698.25
Comm Water Wells Impact Fee	378.00
Comm Waste Water Treatment Pln	4,005.75
Total Charges:	***20,255.80***

If invoice has two pages, total charges will show up on the second page only.
Make checks Payable to: City of Madera, 205 W. 4TH St., Madera, CA 93637

ATTACHMENT 2

CITY OF MADERA
COMMUNITY DEVELOPMENT DEPARTMENT

Dave Merchen – Director of Community Development
dmerchen@cityofmadera.com ▪ (559) 661-5430
205 W 4th Street ▪ Madera, Ca 93637

August 14, 2017

Roger Leach
Valley West Christian Center
101 W. Adel Street
Madera, CA 93638

RE: Impact Fee Adjustment – Preliminary Review and Determination

Dear Mr. Leach,

I have had an opportunity to review your request for an adjustment to the development impact fees calculated for the building project at 101 W. Adel Street. Your request has been reviewed in accordance with Section 10-8.17 of the Madera Municipal Code, a copy of which is attached. According to these provisions, fee adjustments shall be based upon the absence of any reasonable relationship between a project's impact on a public facility and the amount of the fee charged. The discussion below represents my review and preliminary determination on the matter.

Building Description

The building description and the characteristics of its use are generally the determining factors in whether an adjustment to typical impact fee calculations can be supported. The building under consideration is a 5,250 square foot multi-purpose building on the campus of Valley West Christian Center. The building's use, as described in the application and operational statement provided in conjunction the project's conditional use permit, is for school classrooms and church activities. Classroom space will be provided for 75 students, with parents picking up and dropping off students each day. Between classroom and church activities, activities will occur in the building 6 days per week on a year-round basis.

Fee Program-Calculation Methodology

The purpose of development impact programs, as authorized under California law, is to assess the proportionate cost of new capital facilities to the new development (new construction) that generates the need for those facilities. Impact fee revenues are utilized to construct sewer, water and street facilities, for instance, that are required to support new subdivisions, schools, and shopping centers. In many instances, fee revenues are also utilized to reimburse developers who installed more than their fair share of public facilities when their projects were first constructed.

The City's development impact fee program anticipates that new construction will create various levels of demand for City services for each type of building. For instance, one use within a commercial building may generate very little vehicle traffic, while a different use within the same size building may generate a very large amount of traffic. Understanding that the character and use of every building may evolve and

change over time, the fee program does not attempt to calculate fees based on a case-by-case evaluation of the impacts of individual occupancies. Instead, the program specifies a fee schedule for each of 4 building types (commercial, industrial, single family residential, multiple family residential) based on average demands, and then relies on square footage as a logical "scaling mechanism" to determine fee responsibility for each new building. These factors combine to establish the reasonable relationship called for in the municipal code.

Finding Required to Grant Waiver

The waiver or adjustment of a fee shall be based upon the absence of any reasonable relationship between the impact on public facilities of that development and either the amount of fee charged or the type of facilities to be financed [§ 10-8.17 (A)].

The application for fee adjustment or waiver shall state completely and in detail both the applicant's factual basis and legal theory for adjustment or waiver, and compare its proposal with the analysis set forth in the Technical Report prepared for the fee being challenged [§ 10-8.17 (B)].

Analysis of the Request in Comparison to the Required Finding

1. The building in question is intended to support classroom occupancy of 75 students and to host miscellaneous church activities while school is not in session. The building will directly intensify activities on the parcel through the addition of new classroom space. The new building will indirectly allow intensification of on-site activities by allowing expanded use of existing facilities when the building is used for church operations.

2. Additional demand for services will be created as the result of the intensifications described above. Additional traffic will be created, additional sewer and water service will be required and utilized, and additional demand on the capital equipment and facilities used in Public Works to install and maintain this infrastructure will be generated.

3. The City's development impact fee program assesses fees based on new square footage, as a universal scaling measure of the demand for services created by new buildings and the uses within those buildings. The building in question represents 5,250 square feet of new construction.

4. The request for waiver or adjustment notes that existing construction on the site was completed in 1991 and states that "All of the sizing, flow, impact of our total project scope were approved and fees were paid then. We are not putting any more use into the system of water, sewer, or storm drains than we proposed our master plan in 1989."

   As described above, the measure of building impacts and the calculation of development impact fees does not occur at the master plan or overall project level; it occurs as each new building is proposed. Additional demand is created as new buildings are constructed. No information has been provided which demonstrates that development impact fees were previously paid for the new 5,250 square foot building.

5. The request for waiver or adjustment of impact fees does not provide a factual and legal theory to support the request, nor does it compare the proposal with the analysis set forth in the Technical Report for the fee being challenged.

Preliminary Determination

Based on the analysis described above, my preliminary determination is that your request for a waiver or adjustment of impact fees does not meet the requirements set forth in Section 10-8.17 of the Madera Municipal Code. For this reason, I am not able to support your request.

Informal Hearing Available

This letter represents my preliminary determination relative to your request. Pursuant to the terms of the municipal code, you are entitled to an informal hearing on this matter. I would be pleased to meet with you at your convenience to discuss the details of your request for an adjustment, or to review the analysis and determination that are outlined above. If you have not scheduled a time to meet with me within 30 days of the date of this letter, the preliminary determination outlined in this letter will become final.

If you have any questions regarding this matter of if you'd like to meet, please do not hesitate to give me a call at 661-5430.

Sincerely,

David J. Merchen
Community Development Director

Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF **September 20, 2017**

AGENDA ITEM NUMBER D-2

APPROVED BY

Steve Fransen

DEPARTMENT HEAD

CITY ADMINISTRATOR

SUBJECT: **CONSIDERATION OF A WRITTEN REQUEST BY THE MADERA SOUTH HIGH SCHOOL SEEKING COUNCIL APPROVAL TO WAIVE PERMIT FEES AND COVER THE COST OF POLICE AND PUBLIC WORKS EFFORTS IN ASSOCIATION WITH THEIR HOMECOMING PARADE AND REQUEST FOR THE CITY TO PAY $1,200 TOWARDS THE RENTAL OF BARRICADES**

RECOMMENDATION:

It is the recommendation of staff that Council consider this request and provide direction as outlined in discussion below.

SUMMARY:

Madera South High School is sponsoring its annual Homecoming Parade on Friday, October 6, 2017. Approximately 900 students will take part in the parade, including the Band, pep and cheer, Varsity and Junior Varsity football teams, and class and club floats. All purple pyramid elementary and junior high schools will be bused to the campus to watch the parade.

DISCUSSION:

Mrs. Julie Larrivee, Director of Student Activities, has requested the City Council waive the fees for permit, and is asking the council to cover the cost for police and public works services associated with the event. As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors, are to be provided by Madera South High School. Further, Madera South High School requests the City of Madera to pay, $1,200 toward the cost of barricades. Last year Council approved this request out of the Community Promotion/Employee recognition line item (10201120-6518). This account has already been encumbered and therefore is insufficient to cover the cost as requested by Madera

South High School. Neither the cost for barricades or officer time has been included within the current budget. Council may:

- Deny the request altogether.
- Deny the cost sharing of barricades.
- Direct the PD to fund the barricades and officer time and make appropriate budget adjustments at midyear.
- Apply any combination above.

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control and cleanup is estimated at about $1,765 to pay for overtime and straight time for two and a half hours of work. The sponsors request this amount of money be covered by the City and additionally is seeking $1,200 for assistance in barricade rental. Please see discussion above for decision points by Council.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

City participation in the annual Homecoming Parade supports the following Vision 2025 strategies:

- Strategy 317: "Develop and encourage festival, gatherings, and events . . . ".
- Strategy 332: "Expand comprehensive services for Madera's youth . . ."
- Strategy 313: "Provide year-round programs fostering community pride. . .".

MADERA SOUTH HIGH SCHOOL

"Stallion Pride – Madera Wide"

705 West Pecan Avenue
Madera, CA 93637
(559) 675-4450
Fax (559) 675-9985

September 11, 2017

Mayor Robert L. Poythress and Members of the City Council,

For the last six years, our school's Homecoming festivities have featured a community parade thanks to your contribution and support. We are beyond thrilled to continue the traditional of promoting our student body and celebrating Stallion Pride once again this year. Please consider this letter as our request to be put on the agenda for your next meeting. The item for consideration is our 7th annual Madera South High Homecoming Parade on Friday, October 6th. This parade has been a goal from the very first year we opened as a brand new high school and an event that we wish to continue to showcase our students and creating a strong Stallion Alumni.

Approximately 900 high school students will take part in the parade, including the band, pep and cheer, all football teams, class and club floats. This is our third year we are collaborating with our feeder elementary and middle schools to be part of the celebration. Each school has the opportunity to have a float in the parade which will increase our parade participation to over 1,000 involved. We also invite all of the purple pyramid elementary and middle schools to attend and pay for them to be bussed over to our campus to watch the parade. Last year we had over 5,000 students and spectators lined on the parade route.

We understand that an event of this magnitude will incur many costs for all parties involved. We make sure to inform all Madera residents who reside on the parade route to make sure they are aware of the closure of the streets. We ask that the City of Madera would continue to support this event that is truly meaningful not only for our students, but the community of Madera by waiving the permits, police and public work fees that are associated with the events. We also ask to continue the agreement that was made last year that the City of Madera will pay, not to exceed, $1, 200 toward the cost of the rental of the safety barricades through the company, Alert O Lite. We have paid the remaining balance of the barricades which is usually an additional $400-$500.

We are looking forward to another spirited community pride event!
Thank you for your consideration of this matter.

Julie Larrivee
Director of Student Activities
675-4450 ext. 1083 cell 974-1404
julielarrivee@maderausd.org

Oracio Rodriguez – Principal
Vice Principal Agricultural, Science & Engineering – Matthew Toews
Vice Principal Humanities –Ericka Moran
Director of Athletics – Andrea Devine
Vice Principal Health Science – Carry Gassett
Vice Principal Business/Human Services – Brad Holck
Director of Activities – Julie Larrivee

Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF September 20, 2017

AGENDA ITEM NUMBER D-3

APPROVED BY

Steve Fronzien

DEPARTMENT HEAD

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE MADERA HIGH SCHOOL SEEKING COUNCIL APPROVAL TO COVER THE COST OF POLICE AND PUBLIC WORKS EFFORTS IN ASSOCIATION WITH THEIR HOMECOMING PARADE

RECOMMENDATION:

It is the recommendation of staff that Council approve the participation of Police and Public Works for traffic and clean-up at no cost to Madera High School (MHS).

SUMMARY:

Madera High School is sponsoring its annual Homecoming Parade on Friday, October 13, 2017. Approximately 700 students will take part in the parade, including the Coyote Band, pep and cheer, Varsity and Junior Varsity football teams, and class and club floats. All the elementary and junior high schools are invited to bring students to watch the parade.

It has been the practice of the Council to recognize this function as a community event and help defray some of the costs associated with putting on the activity.

DISCUSSION:

Mr. Isaac Lopez, Director of Student Activities, has requested the City Council waive the fees for permit, and cover the cost for police and public works associated with the event, i.e. traffic and crowd control and cleanup (see attached letter). The high school will obtain the appropriate special use permit for use of city streets as part of the parade route.

As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided by Madera High School. Further, Madera High School administration has agreed to contribute up to $1,500 toward the provision of installation of barricades along the parade route.

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control and cleanup is estimated to be cost neutral with the $1,500 fee offered by Madera High.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

City participation in the annual Homecoming Parade supports the following Vision 2025 strategies:

- Strategy 317: "Develop and encourage festival, gatherings, and events . . . ".
- Strategy 332: "Expand comprehensive services for Madera's youth . . ."
- Strategy 313: "Provide year-round programs fostering community pride. . .".

MADERA UNIFIED
SCHOOL DISTRICT

"Home of the Coyotes"

MADERA HIGH SCHOOL

COYOTES

September 11, 2017

Mayor Andrew J. Medellin and Members of the City Council,

Please consider this letter as our formal request to be placed on the agenda for your next meeting. The item for consideration is our annual Madera High School Homecoming Parade on Friday, October 13, 2017. Our parade has been a Madera tradition for the last 18 years that we wish to continue for the community.

Approximately 700 high school students and 100 elementary students will take part in the parade, which includes the band, pep and cheer, football teams, class and club floats. Furthermore, we invite elementary and junior high feeder schools to bring students to watch the parade. Last year we had over 600 students in attendance from our feeder programs.

We understand that an event of this magnitude will incur many costs for all parties involved. However, we kindly ask the City of Madera for their continued support with this event by waiving the permit, police, and public works fees that are associated with the MHS Homecoming parade. Subsequently, we respectfully ask to continue the agreement that was made in 2006 whereas MHS may pay the City of Madera, a sum *not* to exceed $1500 toward the cost of the rental and safety barricades.

The Coyote family is looking forward to another spirited community event! Thank you for your consideration of this matter.

Respectfully,

Isaac A. Lopez
Director of Student Activities
675-4444 ext.1380
isaaclopez@maderausd.org

Robyn Cosgrove, Principal

200 South "L" Street, Madera, CA 93637 • (559)675-4444 • Fax (559)675-4531 • robyncosgrove@maderausd.org

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Sonia Alvarez
Department Director

City Administrator

Council Meeting of: 9/20/17

Agenda Number: E-1

SUBJECT: **Report and Request for Direction Regarding Agenda Distribution Timeline**

RECOMMENDATION: Staff requests discussion and direction from the Council regarding timeline on distribution of agenda packets to Council. If the Council would like to increase the timeline, staff requests that the Council provide a definitive distribution timeline (number of days before scheduled meeting) and direct staff to transition as necessary.

SUMMARY: Council Member Gallegos recently expressed an interest in receiving the agenda packet sooner to allow adequate time to review the agenda reports. Agenda packets are currently distributed on Friday, or five days, prior to the scheduled meeting.

DISCUSSION: The Brown Act requires that agendas are posted at least 72 hours before the regular meeting (GC 54954.2). For the City, the 72 hour timeline falls during the weekend therefore agendas are posted on Friday of the week prior to the scheduled meeting. It has been the practice of the City to also distribute the agenda packet to the Council and post to the website on Friday, five days prior to the scheduled meeting. Of the cities that responded to a recent inquiry, most stated that the agenda packet is distributed to the elected body and posted to their website five or six days prior to the scheduled meeting.

There is nothing that prohibits finalizing and distributing the agenda in advance of the 72 hour requirement. Changes to the distribution timeline will require adjustments internally, by departments, during the agenda preparation process. Depending on Council direction, a transition period may be necessary in order to finalize the agenda sooner. In addition, it is anticipated that if there are changes to the distribution timeline, that the Successor Agency and the Housing Authority will follow suit.

As with any change, there are pros and cons to earlier distribution of the agenda packet. Examples of potential benefits and impacts follow. Earlier distribution provides extra cushion to ensure the City meets the Brown Act posting requirement. It provides the Council extra time to

review the reports which can be voluminous in nature and ask questions of staff in advance of the meeting if necessary. It also provides the public and interested parties more time to review the business conducted by the City. Earlier distribution may lengthen the time between finalizing contract negotiations with proposed vendors and actual adoption by the Council. Earlier distribution will also lead to less flexibility in adding items to agendas making any urgent last minute additions difficult to do. As previously stated, and based on Council direction, earlier distribution will require department timelines be adjusted accordingly to meet the distribution timeline. It can also mean an increase in late distributions.

Benefits and impacts can occur regardless of whether the timeline remains at five days or not. If the Council would like to increase the timeline, staff requests that the Council provide a definitive distribution timeline (number of days before scheduled meeting) and direct staff to transition as necessary.

FINANCIAL IMPACT: Discussion and direction only. There is no financial impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The requested action is not specifically addressed in the Vision Plan however, it supports the statement of A Well Planned City by reinforcing transparency and open communication between the community and City government.

Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
September 20, 2017

AGENDA ITEM NUMBER:
E-2

Approved By:

COMMUNITY DEVELOPMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: Update and Request for Direction Regarding a Proposal By Sohan Samran for Extra-Territorial Sewer and Water Connections in Conjunction with the Expansion of the BAPU Almond Facility at 24341 Avenue 14.

RECOMMENDATION:

Staff recommends that the City Council review the staff report and any testimony provided during the Council's discussion of this matter and provide direction to staff as the Council deems appropriate.

SUMMARY:

In June of this year, the Council reviewed a request by Sohan Samran that the City provide sewer and water connections to the BAPU Almonds nut processing facility at 24341 Avenue 14. The Council asked that the owner work with staff to determine if some of the obstacles that complicated the request could be removed or minimized. Staff worked with the owner to draft an agreement with terms that would have provided the utility connections while requiring the project to meet development standards equivalent to businesses that are developing in the City. After considering the full scope and costs related to the agreement, the owner determined that he did not wish to proceed. Instead, the owner has requested that the City allow the installation of a fire hydrant along the frontage to provide fire flow to the site.

DISCUSSION:

The BAPU Almond property is comprised of a 5.5 acre County island, located on the north side of Howard Road between the Santa Barbara Estates subdivision and a mini storage business. The owner is in the process of expanding his existing almond processing business to fully build-out the available space on the parcel. While requesting City sewer and water connections, the applicant had been opposed to annexing into the City or developing the site to City standards. Development conditions are further complicated by the fact that the nut processing facility is not consistent with the low density residential use called for in both City and County General Plans.

Following the June 7, 2017 City Council meeting, the owner expressed a new willingness to annexing the subject property into the City limits and developing the project in accordance with some or all of the City development standards. Based on this change in position, a draft agreement was prepared and provided to the owner (attached).

Primary features of the draft agreement are as follows:

1. Applicant would agree to annex into the City, and be responsible for all costs of annexation process. City would be the applicant for annexation process. Annexation would not be completed for 1 year or until the owner's project was completed, whichever occurred first.

2. The subject property would be pre-zoned to U (Unclassified). The use at time of annexation would be grand-fathered, including all the improvements completed by the owner during the one-year period provided by point #1 above. Future expansion/modification would require a conditional use permit.

3. Owner would construct standard half-street frontage improvements on Howard Road, including undergrounding of utilities. City would permit and inspect off-site improvements.

4. Owner would be eligible for standard reimbursements with standard terms.

5. Improvements would need to be completed within 1 year. If occupancy of the office occurs prior to completion of improvements, improvements would be secured with cash or a certificate of deposit.

6. On-site development of the property would be permitted under Madera County's land use jurisdiction for a period of at least one year. Annexation would not record until development process is completed or 1 year, whichever is later.

7. Owner would pay sewer and water impact fees for existing facilities, and full City impact fees for new construction as would any project developing in the City. Connection fees (payback for existing improvements) would also be paid.

8. Owner would incorporate site plan features into the development to minimize conflicts with adjacent properties to the extent feasible.

A draft of the sewer and water agreement was provided to the owner on July 10th and over the following few weeks a handful of subsequent discussions and clarifications occurred regarding the various fees and terms contained in the document. The owner consistently expressed concern regarding certain costs related to the agreement, including but not limited to the cost of undergrounding the existing overhead electrical line. On August 9th, the owner's representative indicated that they were dropping the request for sewer and water and instead asked that the City consider allowing the installation of a fire hydrant along the project frontage.

The location of an existing water main along the subject parcel's Howard Road frontage makes it possible to install a new fire hydrant without extending City infrastructure. The installation of the line would provide enhanced fire flow to the parcel and alleviate some or all of the need for on-site water storage. While this would improve fire protection capacity for the parcel, it would effectively extend the benefits of City infrastructure to a parcel that has otherwise declined to develop in conformance with the same standards as similar parcels located within the City. If the Council determines that the installation of a fire hydrant is appropriate, Staff recommends that development impact fees and connection fees (payback fees for existing improvements) related to the water system be required.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Consideration of the extraterritorial service request should be evaluated against its relationship with applicable Vision statements and Action Items. As discussed in the body of this report, the circumstances involved with the request may be viewed through multiple lenses; no single perspective clearly prevails. Vision 2025 calls for a well-planned, healthy community with strong and carefully planned neighborhoods and commercial uses. Vision statements also support economic development and job creation for a range of business sectors.

FISCAL IMPACT:

Standard language in sewer and water service agreements call for owners to pay for the costs of physically connecting to the applicable systems, as well as payment of related impact fees and their proportionate share of any existing utility lines that front their properties. In the case of the BAPU site, because the connections were proposed to support intensive site development, staff recommended that full impact fees be paid for the new construction, as if they were already in the City. If a fire hydrant alone is permitted, staff recommends that impact fees and connection fees specifically related to the water system infrastructure be collected.

DRAFT

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 No Doc. Tax Due

AGREEMENT FOR OUTSIDE CITY LIMITS

WATER AND SEWER CONNECTIONS FOR 24341 AVENUE 14

AGREEMENT MADE AND ENTERED INTO this _____ day of _____, 2017, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY" and Sohan and Mandeep Samran, Trustees of the Sohan and Mandeep Samran Family Trust dated September 13, 2012, hereinafter called "OWNER".

W I T N E S S E T H

WHEREAS, OWNER is the owner of that certain property consisting of 5.56 acres, more or less, located on the north side of Avenue 14 (Howard Road), west of Westberry Boulevard, known as 24341 Avenue 14 ("the Property"), in the unincorporated territory of Madera County; and

WHEREAS, the Property is located outside the City limits, but contiguous to the City limits on its northerly, westerly, and easterly property lines; and

WHEREAS, OWNER is in the process of expanding an existing almond sorting and processing business on the Property as described and illustrated in Exhibit A; and

WHEREAS, OWNER desires sewer and water service connections from CITY to the Property to facilitate the business expansion; and

WHEREAS, CITY is willing to authorize said sewer and water connections subject to conditions agreeable to OWNER; and

NOW, THEREFORE, the parties hereto agree as follows:

DRAFT

Connections to Sewer and Water Mains

1. Subject to and in accordance with all of the conditions set forth in this Agreement, CITY hereby authorizes OWNER to connect to existing water and sewer mains in Avenue 14 (Howard Road) to serve OWNER'S Property located on the north side of Avenue 14 (Howard Road), west of Westberry Boulevard, which property is more particularly described as follows:

PARCEL 2 OF PARCEL MAP NO. 3377, ACCORDING TO THE MAP THEREOF RECORDED JULY 2, 1993 IN BOOK 41 OF MAPS, AT PAGES 57 AND 58, MADERA COUNTY RECORDS.
APN: 045-090-066

2. OWNER agrees that connections to the sewer and water mains at this time is for the purpose of providing domestic water, fire flow, and sewer service to property located on the north side of Avenue 14 (Howard Road), west of Westberry Boulevard for the buildings and improvements described and illustrated in Exhibit A. Use of water for industrial purposes, or discharge of wastewater into the sewer system, including rinse and wash down processes, is not permitted without specific written approval by CITY. Use of CITY services for use not shown in Exhibit A, or use of CITY services for any change of use of the Property or buildings on the Property, is not allowed without the express approval of the CITY.

3. OWNER agrees that water connection shall be subject to all City of Madera water regulations and fines as may be contained in City of Madera Municipal Code.

Construction and Dedication of Public Improvements

4. As a condition precedent to receiving sewer and water connections, OWNER agrees to construct and dedicate public improvements along the Property's Avenue 14 (Howard Road) frontage as follows:

a. OWNER shall dedicate a Public Utility Easement 10-foot wide along the entire project parcel frontage on Avenue 14 (Howard Road) prior to CITY'S approval of plans or issuance of encroachment permit(s) for the installation or construction of any improvements described in this Section 3 of the Agreement. A $405 fee or the fee in effect at the time of dedication shall be paid to the Engineering Department.

b. The north half of Avenue 14 (Howard Road) along the entire project frontage shall be improved to a 100 foot arterial street per City of Madera standards. Adequate transitions with the existing improvements relative to grade and alignment shall be provided. The following improvements shall be constructed in their ultimate location relative to the property line on Avenue 14 (Howard Road) per CITY standards: curb, gutter, sidewalk, fire hydrants, landscape parkstrip, and street lights.

c. All existing overhead public utilities allocated along the Avenue 14 (Howard Road) project frontage shall be undergrounded, except transformers, which may be mounted on pads.

d. Water service connection(s) shall be constructed to current CITY standards including the installation of an Automatic Meter Reading (AMR) water meter installed within public right-of-way and backflow prevention device installed within private property.

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e. A separate water meter and backflow prevention device will be required for landscape area.

f. Existing wells if any shall be abandoned as directed and permitted by City of Madera for compliance with State standards.

g. Sewer service connection(s) shall be constructed to current CITY standards.

h. Sewer main connection(s) 6" and larger diameter shall require manhole installation.

i. Existing septic tanks, if found, shall be removed, permitted, and inspected by City of Madera Building Department.

j. Storm runoff from this project site is planned to go to Mosesian Basin located north of this project. Runoff volume calculations shall be provided and the OWNER shall excavate basin to an amount equivalent to this project's impact on the basin.

k. Support calculations shall be provided that prove the existing storm drain facilities are capable of intercepting runoff in accordance with the provisions of the Storm Drainage System Master Plan.

l. Improvement plans for off-site public improvements described in this Section 3 shall be signed and sealed by an engineer and shall be submitted to the Engineering Division for approval in accordance with CITY'S standard submittal process.

m. All off-site improvements shall be completed within 12 months of the execution of this Agreement. However, if all of the improvements are not completed at the time the office structure shown in Exhibit A is occupied, the completion of all remaining improvements shall be secured with a cash bond or certificate of deposit naming the City of Madera as a payee.

Reimbursement to Owner for Eligible Public Facility Costs

5. In consideration of public improvements constructed in accordance with CITY Standards and Specifications, CITY agrees to reimburse the OWNER'S reasonable costs as the term is herein described below for construction of certain improvements. The following improvements shall be reimbursed through funds collected as part of the City-wide development impact fee program:

a. Construction of new street improvements within Avenue 14 (Howard Road) completed by the OWNER and not previously constructed by another party that are located within 20 feet of either side of the Avenue 14 (Howard Road) center line will be eligible for reimbursement.

b. Those improvements within 8 feet on either side of the centerline shall be reimbursed consistent with a typical median island reimbursement.

c. Construction of those improvements located between 8 feet and 20 feet on either side of the centerline shall be reimbursed as arterial lanes.

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6. CITY agrees to reimburse OWNER the CITY'S proportionate share of the costs of improvements as determined by the City Engineer in his sole discretion and whose decision shall be final and as set forth below. CITY shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the condition precedent that the OWNER shall submit a financial statement within ninety (90) days after the CITY'S acceptance of the improvements, showing evidence of the actual costs of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, cancelled checks and construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administrative or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed 15 percent. Such cost shall be determined in the sole discretion of the City Engineer.

7. CITY does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. CITY shall have no responsibility for the delivery of the funds collected hereunder and only agrees to hold said funds collected and to make payment as directed by contact with CITY. CITY will contact OWNER within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. CITY shall have no obligation to locate or determine the true address of OWNER other than the addresses provided by the OWNER. If no contact has been made at the address provided by the OWNER, CITY shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate impact or connection fee fund, and all responsibilities of CITY shall terminate. CITY cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this Agreement CITY will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. OWNER acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for CITY in advance of reimbursement to OWNER. In no event shall reimbursement exceed the OWNER'S cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the CITY within 90 days from completion of such facilities and approved by the City Engineer. For purpose of determining the adjustment in the CCI, the time begins upon the submittal of request for reimbursement.

8. All work and improvements shall be done at the sole cost and expense of the OWNER. The cost of engineering, inspection, testing, surveying, staking and all applicable fees as required by the City of Madera shall be the sole responsibility of the OWNER.

Payment of Fees and Costs by Owner

9. Prior to installation or construction of any improvements described in Section 3 of this Agreement, OWNER shall pay to CITY the following amounts:

a. Water and sewer impact fees which total ~~$147,505~~ $14,482. Impact fees are based the 2016-2017 City of Madera Master Fee Schedule, development Impact fee program for

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commercial (office) and industrial (storage) development, and are calculated to include the existing 39,816 sq. ft. building area and the proposed 59,823 sq. ft. building expansion.

b. Street related impact fees which total $30,217. Impact fees are based the 2016-2017 City of Madera Master Fee Schedule, development Impact fee program for commercial (office) and industrial (storage) development, and are calculated to include only the proposed 59,823 sq. ft. building expansion.

c. Storm drainage related impact fees which total $34,151. Impact fees are based the 2016-2017 City of Madera Master Fee Schedule, development Impact fee program for commercial (office) and industrial (storage), and are calculated to include only the proposed 59,823 sq. ft. building expansion.

d. Public safety, general government, and other miscellaneous impact fees which total $11,958. Impact fees are based the 2016-2017 City of Madera Master Fee Schedule, development Impact fee program for commercial (office) and industrial (storage), and are calculated to include only the proposed 59,823 sq. ft. building expansion.

e. 50% of the cost to install the 8-inch component of the 12-inch water and 12 inch sewer mains located in Avenue 14 (Howard Road), in the amount of $12,770.18.

f. City Encroachment Permit and Inspection fees for all public improvements to be constructed by OWNER pursuant to this Agreement.

g. Any other fees as specified in this Agreement or fees for services as specified in the City of Madera Master Fee Schedule.

h. On and after connection of OWNER'S property to the CITY water and sewer systems, OWNER shall pay to CITY the appropriate monthly water and sewer service charges.

Owner's Consent to Annexation and Waiver of Right to Protest

10. OWNER hereby agrees to the annexation to the City of Madera of all of OWNER'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 and waives any right to protest such annexation.

Submittal of Application to Annex the Property

11. OWNER and CITY agree that CITY will file an application to annex the Property into the city limits, as follows:

a. CITY shall file the annexation application in such a manner that the annexation does not record until after on-site development of the Property is completed in accordance with Exhibit A, or 12 months from the execution of this agreement, whichever occurs first.

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b. Prior to the issuance of any encroachment permit for the improvements described in Section 3, OWNER shall pay the costs for the items outlined in this Section 10a related to annexing the Property. The amount for each item shall be based on the fee schedule in effect for each item at the time payment is made.

- City of Madera Prezoning Fee
- City of Madera Mitigated Negative Declaration Fee
- LAFCO Annexation Fee
- State Board of Equalization fee
- Madera County Recorder Fee
- State Fish and Game Fee
- Legal Description Preparation Costs
- City Administrative Costs (20% of Total of All other Costs in Section 9a)

Prezoning of the Property in Preparation for Annexation

12. Prior to the issuance of any encroachment permit for the improvements described in Section 3, OWNER shall file a complete application with the City Planning Department to Pre-zone the Property to the U (Unclassified) zone district.

13. CITY and OWNER agree that buildings and uses legally established on the Property prior to annexation will be considered by CITY to be "grand-fathered", or legal non-conforming uses which may continue to function in the same manner under the U (Unclassified) zone district after the Property is annexed as they did prior to annexation. OWNER further acknowledges that modification, addition, or expansion of the use of the Property after annexation occurs, under the U (Unclassified) zone district will require the issuance of conditional use permit by the City of Madera Planning Commission. CITY does not and cannot guarantee the outcome of any future conditional use permit request.

On-Site Development and Construction

14. CITY and OWNER agree that any building permits or other permits and inspections required to construct buildings and other on-site improvements in conjunction with the planned expansion of the existing almond business as shown in Exhibit A will be processed or issued by the County of Madera until the property is annexed into the City limits. Recordation of the annexation shall not occur less than 12 months after the execution of this Agreement.

15. Notwithstanding County's permitting authority for development of the Property prior to annexation, CITY and OWNER agrees that the following features will be provided in conjunction with the development of the property pursuant to Exhibit A:

a. On-site landscaping designed and installed in conformance with the State Model Water Efficient Landscape Ordinance (MWELO).

b. On-site drainage improvements to prevent on-site storm water from entering adjacent residential properties by retaining storm water on-site or directing storm water into City drainage facilities.

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c. Paving of all parking and circulation areas.

d. Installation of a picnic area for employees in a portion of the site which does not abut a residential lot.

City's Reservation of Right to Terminate Service in Event of Breach by Owner

16. CITY reserves the right to terminate sewer and/or water service provided herein in the event of breach by OWNER 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 OWNER'S consent to annexation, however, be considered revocable as a result of the terms of this paragraph.

Agreement is Covenant Running with Land

17. This agreement shall be recorded and is considered a covenant running with the land and is binding upon OWNER, OWNER'S heirs, executors, administrators, assigns and successors in interest.

Hold Harmless

18. OWNER shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the OWNER'S performance of its obligations under this agreement or out of the operations conducted by OWNER, including the CITY'S active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from OWNER'S performance of this agreement, the OWNER shall provide a defense to the CITY indemnitees, or at the CITY'S option, reimburse the CITY indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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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/OWNERS
The Sohan and Mandeep Samran Family Trust, dated December 13, 2012

By: _____
Sohan Samran, Trustee

By: _____
Mandeep Samran, Trustee

ATTACH NOTARY ACKNOWLEDGEMENT

DRAFT

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 No Doc. Tax Due

COVENANT TO ANNEX TO THE CITY OF MADERA

AND WAIVE THE RIGHT TO PROTEST THERETO

RECITALS

WHEREAS, the undersigned, Covenantor, hereby represents and warrants that they are the record owner of the real property (the "Subject Property") commonly known as 24341 Avenue 14 (APN 045-090-066), situated in the County of Madera, State of California, and more particularly described as:

PARCEL 2 OF PARCEL MAP NO. 3377, ACCORDING TO THE MAP THEREOF RECORDED JULY 2, 1993 IN BOOK 41 OF MAPS, AT PAGES 57 AND 58, MADERA COUNTY RECORDS.

APN: 045-090-066

WHEREAS, the Covenantor hereby warrants 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 he is seeking permission from the City to connect to the City water and sewer system located adjacent to Covenantor's property.

COVENANTS

NOW, THEREFORE, the Covenantor hereby covenants, promises and agrees with the City of Madera, for the benefit of said City its public property and the Subject Property, as follows:

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1. The Covenantor hereby agrees 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 Covenantor hereby agrees to the annexation of the Subject Property and waives 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 Covenantor, 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.

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CITY OF MADERA
Accepted by:

By: _____
Keith B. Helmuth
City Engineer

ATTEST:

By: _____
Sonia Alvarez, City Clerk

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

OWNERS/OWNERS
The Sohan and Mandeep Samran Family Trust, dated December 13, 2012

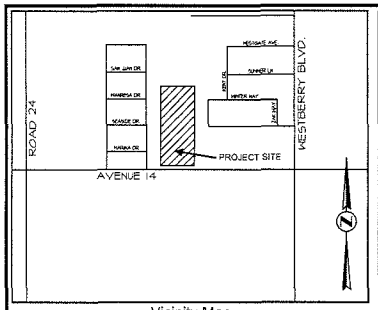
By: _____
Sohan Samran, Trustee

By: _____
Mandeep Samran, Trustee

APPROVAL AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTACH NOTARY ACKNOWLEDGEMENT



Vicinity Map

KEY NOTES:

1	(E) ASPHALT DRIVEWAY APPROACH TO BE INSPECTED AND REPAIRED WHERE DAMAGED PER ENG. DWGS. & MADERA COUNTY STANDARDS	9	PROPOSED LOADING DOCK UNDER SEPARATE PERMIT	17	(E) NATIVE ENGINE TO REMAIN AS EXISTING
2	(E) ASPHALT DRIVEWAY TO TO BE INSPECTED AND REPAIRED WHERE DAMAGED PER ENG. DWGS. & MADERA COUNTY STANDARDS	10	(E) EMPLOYEE SMOKE AREA TO REMAIN AS EXISTING	18	PROPOSED ENGINEERED SEPTIC SYSTEM
3	(E) CONCRETE SIDEWALK TO REMAIN AS EXISTING	11	PROPOSED PARKING AREA PER PLAN TO BE STRIPED PER PLANS	19	
4	(E) POWER POLE TO REMAIN AS EXISTING	12	PROPOSED 6' HIGH WROUGHT IRON GATE w/ AUTOMATIC OPENER	20	
5	(E) 6" CONCRETE PAVING TO REMAIN AS EXISTING	13	NEW 6" CONCRETE PAVING PER CIVIL PLANS	21	
6	(E) LOADING DOCK TO REMAIN AS EXISTING	14	PROPOSED 6' MIN. & 8' MAX HEIGHT IRON MAN-GATE PER PLAN SEE DETAIL 1/A4.2	22	
7	(E) ROAD BASE TO REMAIN AS EXISTING	15	(E) ASPHALT PAVING TO TO BE INSPECTED AND REPAIRED WHERE DAMAGED PER ENG. DWGS. & MADERA COUNTY STANDARDS	23	
8	(E) WATER WELL TO REMAIN AS EXISTING	16	NEW 6" NON CONCRETE CURB PER CIVIL PLANS SEE DETAIL 9/A4.2	24	
9	(E) 500 GAL. LPG TANK TO BE RELOCATED TO SHOWN LOCATION	17	NEW ACCESSIBLE PARKING STALLS PER 2013 CBC SEE DETAIL 2/A4.2	25	
10	(E) 6 FT HIGH CHAIN LINK FENCE TO REMAIN AS EXISTING	18	NEW "STOP" SIGN PER PUBLIC WORKS STANDARDS	26	
11	(E) SITE PROPERTY LINE	19	NEW SITE ENTRANCE SIGN, REGARDING ACCESSIBLE PARKING. SEE DETAIL 3/A4.2	27	
12	PROPOSED 6' HIGH WROUGHT IRON FENCE PER PLAN SEE DETAIL 13/A4.2	20	NEW DETACHED DETECTABLE WARNINGS PER 2013 CBC SEE DETAIL 10/A4.2	28	
13	PROPOSED LANDSCAPING AREA	21	RELOCATED (E) ELECTRICAL SWITCH BOARD SEE ELECTRICAL PLANS	29	
14	(E) CARPORT TO REMAIN AS EXISTING	22	PROPOSED GAS METER GAS UTILITY COMPANY SEE PLUMBING PLANS	30	
15	(E) WELL BUILDING TO REMAIN AS EXISTING	23	NEW 6FT WIDE CONCRETE SIDEWALK PER 2013 CBC SEE DETAIL 3/A4.2	31	

ALLOWABLE BUILDING AREA:

BUILDING OCCUPANCY TYPE:	= OCCUPANCY B / U
BUILDING CONSTRUCTION TYPE:	= VB / NON-SPRINKLERED
MAXIMUM ALLOWABLE BUILDING AREA x STORIES:	= 9,000 SQ FT. / 2 STORY
PROPOSED 1ST FLOOR BUILDING AREA:	= 8,261 SQ.FT.
PROPOSED 2ND FLOOR BUILDING AREA:	= 3,336 SQ.FT.
TOTAL PROPOSED BUILDING AREA:	= 11,223 SQ.FT.

TOTAL BLDG. AREA = 11,223 SQ.FT. < 18,000 SQ.FT. PER TABLE 505

OCCUPANT LOAD CALCULATION:

COMBINED OCCUPANT LOAD	OCCUPANCY B / U
1ST FLOOR OFFICE AREA (BUSINESS AREAS):	
4,200 SQ.FT. GROSS / 100 SQ.FT. PER OCCUPANT	= 44 OCCUPANTS
2ND FLOOR OFFICE AREA (BUSINESS AREAS): (1,995 SQ.FT. GROSS / 100 SQ.FT. PER OCCUPANT	= 20 OCCUPANTS
GYMNASIUM (EXERCISE ROOMS): 1,261 SQ.FT. GROSS / 50 SQ.FT. PER OCCUPANT	= 25 OCCUPANTS
GARAGE (ACCESSORY STORAGE AREAS): 1,031 SQ.FT. GROSS / 300 SQ.FT. PER OCCUPANT	= 4 OCCUPANTS
2ND FLOOR STORAGE AREA (ACCESSORY STORAGE AREAS): 251 SQ.FT. GROSS / 300 SQ.FT. PER OCCUPANT	= 3 OCCUPANTS
TOTAL PROPOSED OCCUPANT LOAD	= 97 OCCUPANTS

PROJECT DATA

APPLICANT:	BAPU ALMOND CO., INC. SOHAN SHARMA 24341 AVENUE 14 MADERA, CA 93637 (559) 661-1556
SITE ADDRESS:	24341 AVENUE 14 MADERA, CA 93637
APN:	049-062-066
ZONING:	CRG- COMMERCIAL, RURAL, GENERAL DISTRICT
GENERAL PLAN LAND USE	COMMERCIAL
OCCUPANCY:	B / U
CONSTRUCTION TYPE:	VB / NON-SPRINKLERED

SITE AREA:

SITE AREA:	± 242393 SQ. FT.
EXISTING SITE COVERAGE:	10 %
PROPOSED SITE COVERAGE:	24 %

EXISTING BUILDING AREA:

EXISTING STORAGE BUILDING NO1:	12,000 SQ.FT.
EXISTING STORAGE BUILDING NO2:	12,000 SQ.FT.
EXISTING STORAGE BUILDING NO3:	12,000 SQ.FT.
EXISTING OFFICE BUILDING:	1,223 SQ.FT.
TOTAL AREA:	37,223 SQ.FT.

PROPOSED BUILDING AREA:

EXISTING STORAGE BUILDING NO1:	12,000 SQ.FT.
EXISTING STORAGE BUILDING NO2:	12,000 SQ.FT.
EXISTING STORAGE BUILDING NO3:	12,000 SQ.FT.
NEW STORAGE BUILDING NO4:	12,000 SQ.FT.
NEW STORAGE BUILDING NO5:	12,000 SQ.FT.
NEW STORAGE BUILDING NO6:	12,000 SQ.FT.
NEW STORAGE BUILDING NO7:	14,000 SQ.FT.
NEW OFFICE BUILDING:	1,223 SQ.FT.
NEW 2ND OFFICE BUILDING:	1,336 SQ.FT.
TOTAL AREA:	109,559 SQ.FT.

PARKING:

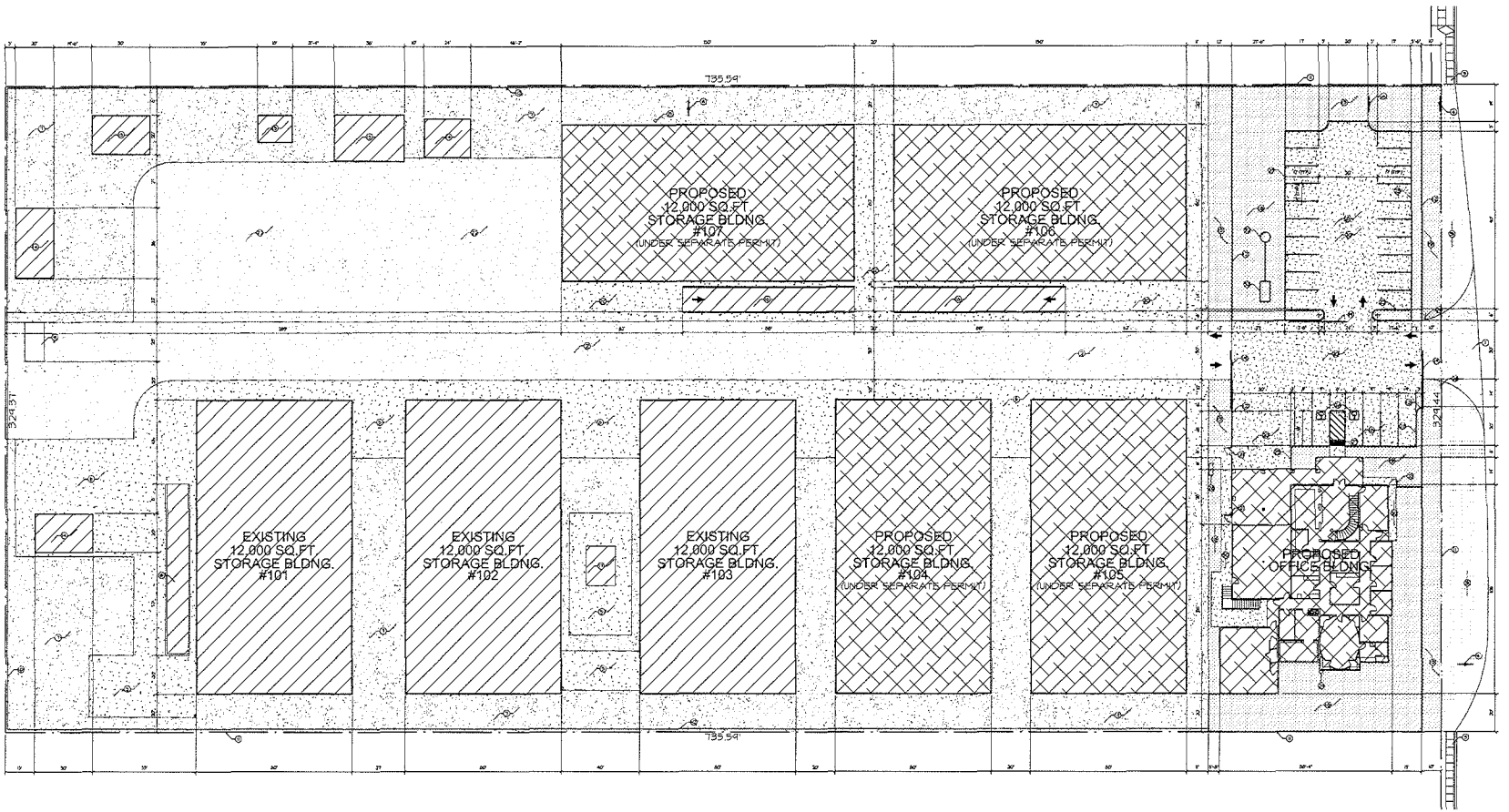
REQUIRED PARKING:
REQUIRED PARKING FOR "OFFICE" USING MADERA COUNTY PARKING STANDARDS CALCULATED AT 1 STALL PER 300 SQ.FT. OF OFFICE BUILDING AREA:

PROPOSED OFFICE BUILDING PARKING REQUIREMENTS:
6,223 SQ.FT. / 300 SQ.FT. = 23 PARKING STALLS REQUIRED

PROPOSED PARKING:

STANDARD STALLS PROVIDED:	24 STALLS
HANDICAP ACCESSIBLE STALLS PROVIDED:	2 STALLS
TOTAL STALLS PROVIDED	26 STALLS

TOTAL PARKING RATIO: 5 STALLS / 1,000 SQ.FT.



SITE PLAN

Villa Di Ubaldo
Architecture, Engineering & Development
Ubaldo Garcia Hernandez
Architect Lic. No. C-33519
Tel. (559) 297-5534
Email: villadiubaldo@hotmail.com
PO BOX 925
MADERA, CA 93639

REVISIONS:

BAPU ALMOND CO., INC.
Proposed Office Building
24341 AVENUE 14
MADERA, CA 93637
Phone: (559) 661-1556
Mobil: (559) 907-4022

DATE: 4 / 1 / 2015
DRAWN BY: UBALDO GARCIA
SCALE: 1" = 20'-0"
JOB NO.: 2015 - 0402
SHEET: A1.1

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 20, 2017
AGENDA ITEM NUMBER E-3

PREPARED BY: Mary Anne Seay, Director
Parks & Community Services Department

APPROVED BY: David Tooley, City Administrator

SUBJECT: **SEEKING DIRECTION FROM COUNCIL ON ABSORBING RENTAL FEES TO ACCOMMODATE THE MEXICAN CONSULATE AT THE PAN-AMERICAN COMMUNITY CENTER**

SUMMARY:

Members from the Mexican Consulate are traveling to Madera to provide services to residents for one week in December of 2017. The Parks & Community Services Department received a request from Councilmember Rigby to host them at a City facility at no cost. Staff is requesting direction from Council on how to proceed with this request.

DISCUSSION:

For several months, Council Member Rigby and Mayor Medellin have been working in partnership with the Mexican Consulate to establish temporary satellite offices to provide services to local constituents. Because the number of people served is determined by the size of available space and because their goal is to serve as many Maderans as possible, the large multi-purpose space at the Pan-American Center was requested. The dates and times requested are Monday, December 11 through Friday, December 15, 2017 from 8 am to 5 pm each of those days.

The Parks and Community Services Department does not typically rent this facility to users at the above listed times/days because it is routinely used for senior fitness programs, drop-in recreation programming, organized sports leagues and family fitness events. Staff has met and identified ways to move, postpone, or adapt our scheduled programs for the week to accommodate the request.

FINANCIAL IMPACT:

The cost for a non-profit entity to rent the Pan-American facility for the requested times is $510 per day for a total of $2,550. There are no anticipated dips in revenue anticipated for this action and staff costs for the event will be approximately $300.00.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

Strategy 111: Promote greater alignment of local government agencies under a shared community vision.

Strategy 113: Promote greater accessibility of City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.

Strategy 317: Foster cross-cultural understanding and community pride.

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF September 20, 2017
AGENDA ITEM NUMBER E-4

PREPARED BY: Mary Anne Seay, Director
Parks & Community Services Department

APPROVED BY: David Tooley, City Administrator

SUBJECT: REQUEST FOR DIRECTION ON THE ELIMINATION OF THE ADULT DAY CARE PROGRAM

RECOMMENDATION:
Staff recommends that Council consider the elimination of the Adult Day Care (ADC) Program as a budget cutting measure and direct staff to take next steps.

SUMMARY:
During the City Council's Budget Workshop in June of 2017, Parks and Community Services (PCS) Staff described potential budget cuts which included the elimination of the ADC Program. The FY 2017-18 City Budget was adopted with a projected deficit of $911,000 which staff and Council agreed to reduce in the first half of the Fiscal Year. The ADC Program, while valuable, is being recommended for elimination to achieve a General Fund savings of approximately $30,000 - $35,000 in the current year and $70,000 per year in subsequent years.

DISCUSSION:
Meal and recreation programs for seniors with special needs are offered by the Parks & Community Services Department at the ADC Center which is located in an old County building at the south-east corner of 6th and I Streets. Programming at this facility is designed exclusively for seniors who have dementia (including Alzheimer's), Parkinson's disease or other related health conditions. The program also provides respite for caregivers who are most often family members of the program participants.

Staff used the elimination of the Adult Day Care Program as an example of potential General Fund savings at the Budget Workshop for several reasons. First, this is a service that municipalities do not typically offer

residents. While the program has value, this service is not viewed as a core service for a City of any size. Second, program expenses continue to climb while revenues remain on a flat or downward trend. Third, the program's present attendance numbers are quite low. Elimination of the program now would impact fewer clients and families. Additionally, because we must have at least two Program Leaders on the premises at all times, the low attendance numbers drive up the cost per client and reduce opportunities to collect revenue as there are fewer participants.

By its nature, this program's attendance is variable. With the age and fragility of the clients, we see them migrate on to settings where more care can be provided such as a long term care facility. Also, additional families identify the need for respite care periodically so we see increases and decreases throughout any one year. Attendance numbers range from as low as five total clients to a max out at 20, though our high watermark has been 17 for the last 10 years. We currently have three participants who attend on a daily basis. The balance of our current clientele is as follows: one client comes 3 times/week, one comes twice/week, one comes once/week, and another is registered and comes periodically (two – five times per month). To highlight the variance in attendance numbers, staff reported 10 total clients during the Budget Workshop in June and different numbers again in August.

As stated above, lower attendance numbers increase the cost per client. In the Budget Workshop, Council was provided with an annual cost per client that ranged from $4,118 - $7,000 based on total general fund costs less full-time salaries (we used $70,000). Presently, the cost per client has increased to $11,667 with slightly more than half of the existing clients being part-time attendees.

Program expenses include percentages of full-time salaries apportioned to this activity, fully-burdened part-time salaries, utilities, meals, supplies/equipment, and inter-fund charges. Total expenses for the program are budgeted at $162,428 in the current Fiscal Year. Only a portion of full-time staff time is assigned to this activity. PCS lost a full-time employee earlier this month who will not be replaced due to budget conditions. This person was responsible for oversight of the home-bound meal program. Staff determined a logical re-organization of activities would be to shift the full-time salaries currently spent on ADC to home-bound meal program oversight. If the ADC Program is eliminated, the program revenues will be lost. Total program revenues projections for the current Fiscal Year are $55,213.

Revenues	
FMAAA	$33,368
County	$ 845
Fundraising	$ 3,000
Client Donations	$18,000
	$55,213
Expenditures	
Fully-burdened FT Staff	$37,772
Fully-burdened PT Staff	$83,494
Utilities	$ 4,350
Supplies/Meals/training etc.	$18,001
Intra-fund charges	$18,811
	$162,428
Net Cost to the General Fund	**$107,215**
Less the cost of FT Salaries	- $ 37,772
	$ 69,443

The specific direction requested tonight is a choice of the following:

A) Maintain the program as it currently is, or
B) Eliminate the program effective January 1, 2018.

Eliminating the program has consequences. While small in number, there are families who rely on the services that are provided. Another equally painful reality is the reduction of the part-time workforce who we consider a part of our PCS family.

Making the effective date of elimination January 1, 2018 does several things. It allows the City to send the FMAAA a letter providing our 90 day notice of intent to suspend the program. Per the contract, there is a 90 day requirement. The three plus months also gives our team the opportunity to work with families to make other arrangements and do what we can to connect them to other services in the region. It also gives our loyal and hard-working part-time staff some time to find other work. They will also be considered first for any part-time work for which they qualify within the City.

FINANCIAL IMPACT:
This action would result in savings of approximately $30,000 - $35,000 in the current Fiscal Year and $70,000 + in future years.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
The recommended action is not necessarily consistent with a Vision Plan that calls for increased programming for a variety of user groups. That said, particularly under the current conditions, sound fiscal planning is a critical element of the City team's work effort.

Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
September 20, 2017

AGENDA ITEM NUMBER:
E-5

Approved By:

COMMUNITY DEVELOPMENT DIRECTOR

CITY ADMINISTRATOR

Subject: **Review of Permit and Processing Costs for the Development Services Departments, Review of Potential Fee Adjustment Programs, and Direction to Staff Regarding Placing These Items on the October 4, 2017 Agenda for Consideration**

RECOMMENDATION:

Staff recommends that the City Council review the attached materials and provide direction to staff to place a user fee update and a targeted fee adjustment program on the October 4th agenda.

SUMMARY:

At its August 16th meeting, the City Council reviewed and discussed a potential update to the user fees in the Building, Planning and Engineering Departments. A preliminary fee schedule showing full cost recovery was presented. Council members expressed interest in reviewing alternative scenarios and requested that additional information be presented showing the relationship between the existing fees and updated fees. Interest was also expressed in reviewing programs that would reduce fees for targeted projects that the Council might want to incentivize.

DISCUSSION:

The existing fee schedule was adopted in 2014 following the completion of a fee study by Matrix Consulting Group. Updating the calculations to determine the full cost of providing services is accomplished by incorporating current cost data into the fee model built by Matrix Consulting for each department. Alternate fee schedule scenarios can be run by applying different cost recovery percentages. Two different scenarios are presented for each department in the attached materials, as follows:

- Option A: Fees based on 100% of costs, calculated using most recent budgeted cost data.
- Option B: Fees based on alternative cost recovery percentages, 90% for the Engineering and Building Departments, 75% - 100% for the Planning Department.

The attached information provides a comparison of each alternative scenario to the existing fee program. This is presented on a fee-by-fee basis for the Planning and Engineering Departments. Because of the hundreds of fee categories in the Building Department, absorbing the detail in a multi-scenario fee comparison would be very arduous and time consuming. For that reason, a summary of building fees is presented. Finally, a comparison of some of the most common permits issued by each department is provided which shows the results of the alternative fee scenarios.

The Council can set each fee in the fee schedule at any level up to the full cost of providing the service. Any proposal to change the existing fee schedule will need to return to the Council for consideration after a noticed public hearing. Staff's recommendation is that the Council direct staff to proceed with scheduling an item at the October 4th Council Meeting to adopt a fee schedule based on either Option A or Option B as presented in the attachments to this report. If there are specific fees for which a unique recovery target is desired, direction can be provided accordingly.

Fee Adjustment Programs

Fee adjustment programs can be established if the City Council wishes to provide an incentive to facilitate certain kinds of development, or development in certain locations. A review of existing programs in cities across the state and country demonstrates that a wide range of fee adjustments have been implemented to achieve priorities set by local agencies. The most common fees are geographically oriented, whereby building permit and/or land use permit fees are reduced in downtown areas. Some are focused on tenant improvements, while others are strictly limited to new construction. Below are some potential user fee reduction programs that the Council might have interest in considering.

A. *Downtown Target Area.* Reduce fees for new commercial construction or commercial tenant improvements within a defined downtown target area. Reduction of 25% with $2,000 maximum reduction for civil plan check and inspection, plus 50% reduction for all other development user fees with $1,250 maximum reduction.

B. *Non-Profit Organization Projects.* Reduce fees for new construction or tenant improvements for projects owned and utilized by Non-Profit Organizations (IRS 501C Confirmed). Reduction of 25% with $3,500 maximum reduction for civil plan check and inspection, plus 50% reduction for all other development user fees with $2,000 maximum reduction.

C. *Vacant Building Tenant Improvements.* Reduce fees for tenant improvements in buildings or individual suites within buildings that have been vacant for longer than 180 days. Reductions of 50% of all development user fees with a maximum reduction of $1,250.

D. *Older Buildings Reinvestment.* Reduce fees for reinvestments in commercial buildings older than 40 years where Site Plan Review has been completed and interior and exterior improvements are included to update a building. Reduction of 25% with $2,000 maximum reduction for civil plan check and inspection, plus 50% for all other development user fees with $1,250 maximum reduction.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 112.1 calls for a review of all fees as often as necessary, but not less than once every three years.

FISCAL IMPACT

Projected fee revenues in the affected departments total approximately $1.37 Million in the FY 17/18 budget. Fees in the Planning and Engineering Departments were projected to be updated, with updates effective for approximately 9 months of the fiscal year. After a new or updated fee schedule is approved, State law specifies that it cannot become effective for 60 days. Therefore, if a fee schedule is adopted as early as October 4th, it would not become effective until the first week of December. Updated fees would be in place for approximately 7 months of the fiscal year.

Approximately 73% of $1.37 Million total revenue estimate ($996,000) is from fees related to building permits. Fees set at full cost recovery might generate an annual increase of up to $250,000 (approximately) in comparison to amounts shown in the adopted budget.

The remaining 27% in budgeted fee revenue ($375,000) is related to permits and services provided in the Planning and Engineering Departments. The budget projections for the Engineering Department assume that costs factors will be updated, but the percentage of costs recovered will stay at 90%. The projections for the Planning Department assume that cost factors will be updated, and that the percentage of cost recovery will increase from a 60% average target to a 75% average target. If fees are set to achieve full cost recovery, with all discounts removed, fee revenue would result in an annual increase of up to $125,000 in comparison to budgeted amounts.

If fee updates are effective for 7 months of the fiscal year, a little less than 60% of the potential revenue increases described above could be expected.

The financial impact of fee reduction programs has not been estimated because the number and type of building projects that would qualify for various programs is unknown.

HYPOTHETICAL PROJECTS - FEE SCHEDULE COMPARISON

EXISTING FEE + 17/18 FULL COST RECOVERY + 17/18 ALTERNATE RECOVERY TARGETS

	2014 Fee Schedule	Option A Full Cost FY 17/18	Option B Alternate Targets
Planning Department			
Site Plan Review - 2,500 s.f. Retail New Construction	$1,355	$1,355	$1,355
Site Plan Review - 75,000 s.f. Industrial Building	$2,387	$4,325	$3,244
Conditional Use Permit - Alcohol Sales	$1,327	$2,950	$2,213
Conditional Use Permit - 12,500 s.f. auto/machine shop	$2,829	$4,925	$3,694
Subdivision Map - 100 Lots on 20 Acres	$3,550	$6,050	$4,538
Tentative Parcel Map - 4 parcels	$962	$1,425	$1,069
Sign Permit for New Business With 4 Signs	$146	$250	$188
Multi-Permit Projects*			
Conditional Use Permit + Site Plan Review For New Church Construction	$3,082	$5,366	$4,279
Alcohol Sales CUP + Outdoor Seating CUP for Restaurant	$1,991	$5,163	$3,873
Rezone 5 AC + CUP + Site Plan for 7000 sf Office	$6,080	$12,578	$9,689
*2014 fee schedule specifies secondary permits charged at 50% of Primary Permits			
*Option A & B Fee calculaton includes secondary permits charged at 75% of Primary Permits			
Building Department			
2,500 s.f. Retail New Construction	$6,431	$8,251	$7,426
75,000 s.f. Industrial Building	$6,818	$8,746	$7,871
4,000 Restaurant TI	$2,466	$3,164	$2,848
New 12,500 s.f. auto/machine shop	$4,189	$5,374	$4,837
A/C Changeout Residential	$87	$65	$59
Re-roof Residential	$183	$235	$212
Patio Cover	$344	$441	$397
Water Heater changeout	$41	$32	$29
Photovoltaic Sys - Residential	$395	$507	$456
Complete Tenant Imp - 3000 sq ft Office (B Occ)	$2,091	$2,683	$2,415
New Retail - 14,000 sq ft (M Occ)	$13,389	$17,177	$15,459
SF Home - Std Plan - 1435 sf + 400 sf garage	$2,259	$2,898	$2,608
Custom Residential - 4550 s.f. with 909 sq ft garage	$3,400	$4,361	$3,925
Retail Tenant Imp - 1250 s.f. (M Occ)	$1,690	$2,168	$1,951
Church Tenant Imp - 10,000 sq ft (A Occ)	$3,917	$5,025	$4,523

		2014 Fee Schedule	Option A Full Cost FY 17/18	Option B Alternate Targets
	Residential Fire Sprinklers -Std Plan - No Plan Check	$180	$231	$208
	Residential Fire Sprinklers Duplex w/ Plan Check	$540	$693	$624
	Fire Sprinklers - Retail Tenant Imp (20 Heads)	$324	$416	$374
	Fire Sprinkler - Industrial Tenant Imp (200 heads)	$486	$623	$561
	Fire Sprinklers - New Retail	$540	$692	$623
	Kitchen Hood System - Fast Food	$180	$231	$208
Engineering Department				
	Plan Check & Inspection $100,000 Improvements	$2,500	$2,500	$2,500
	Plan Check & Inspection $450,000 Improvements	$12,675	$12,675	$12,675
	Plan Check & Inspection $1,750,000 Improvements	$33,800	$33,800	$33,800
	Final Parcel Map - 4 Lots	$2,100	$2,538	$2,285
	Parcel/Lot Merger	$331	$432	$388
	Lot Line Adjustment	$675	$751	$676
	Special Event - Homeowner	$25	$109	$98
	Inspection - 200' Lineal Curb	$198	$246	$220
	500' Dry Utility Inspection - In roadway	$125	$200	$180

Planning Department Permit Cost - FY 2017/18

FEE NO.		2014 Targets	2014 Adopted Fee	Option A 100% Total Cost FY 17/18	% Change From 2014	Option B Modified Recovery Targets New Target	Resulting Fee	%Change From 2014
	AMENDMENTS & REZONING							
1	Rezoning/Prezoning - under 10 acres	60%	$4,200	$8,300	98%	75%	$6,225	48%
2	Rezoning/Prezoning- greater than 10 acres	90%	$6,251	$8,300	33%	90%	$7,470	20%
3	Code Amendments	60%	$4,205	$8,300	97%	75%	$6,225	48%
4	General Plan Amendments	60%	$4,243	$8,300	96%	75%	$6,225	47%
4.1	Major General Plan Amendments - 10 Acres+	90%	$6,364	$8,300	30%	90%	$7,470	17%
5	Specific Plan Amendments	60%	$4,268	$8,150	91%	75%	$6,113	43%
5.1	Major Specific Plan Amendments - 10 Acres +	90%	$6,403	$8,150	27%	90%	$7,335	15%
5.2	Specific Plan Preparation	100%	@Cost	$12,450	N/A	100%	$12,450	N/A
	APPEALS							
6	Administrative	60%	$1,204	$2,450	103%	75%	$1,838	53%
7	Project Approvals	60%	$605	$1,175	94%	75%	$881	46%
	ENVIRONMENTAL ASSESSMENTS							
8	Negative Declaration	60%	$360	$650	81%	75%	$488	36%
9	Mitigated Negative Declaration	60%	$425	$750	77%	75%	$563	32%
10	Environmental Impact Report	-	At Cost	At Cost	N/A	-	At Cost	N/A
10.1	Environmental Impact Report - Administration	-	10% of Cost	10% of Cost	N/A	-	10% of Cost	N/A
11	Supplemental EIR	-	At Cost	At Cost	N/A	-	At Cost	N/A
11.1	Supplemental EIR EIR - Administration	-	10% of Cost	10% of Cost	N/A	-	10% of Cost	N/A
	SUBDIVISION							
12	Lot Line Adjustment	80%	$342	$450	32%	90%	$405	19%
13	Tentative Parcel Maps	70%	$962	$1,425	48%	75%	$1,069	11%
13.1	Tentative Parcel Map Modification/Time Extension	60%	$442	$713	61%	75%	$534	21%
14	Tentative Subdivision Maps - Less than 40 acres	60%	$3,550	$6,050	70%	75%	$4,538	28%
14.1	Tentative Subdivision Maps - More than 40 Acres	90%	$5,325	$6,050	14%	90%	$5,445	2%
15	Tentative Subdivision Map Modifications	60%	$1,628	$3,000	84%	75%	$2,250	38%
16	Tentative Subdivision Map Time Extensions	60%	$1,120	$2,125	90%	75%	$1,594	42%
	SITE PLAN REVIEW APPLICATIONS							
17	Minor Projects and new construction < 1,200 s.f.	100%	$882	$950	8%	100%	$950	8%
18	New Projects of up to 10,000 s.f. & < 25 units	100%	$1,355	$1,355	0%	100%	$1,355	0%
19	Major Projects > 10,000 s.f. & 25+ units	60%	$2,387	$4,325	81%	75%	$3,244	36%
20	Large Projects (NEW) > 100,000 s.f. & 150 Units	90%	$4,137	$5,425	31%	90%	$4,883	18%
21	Modifications to approved site plans	100%	50% Orig. Fee	50% Orig. Fee	N/A	-	75% Orig. Fee	N/A

	SIGN PERMITS & APPLICATIONS				N/A			
22	Sign Permit - Single	60%	$108	$200	N/A	75%	$150	38%
23	Sign Permit - Multiple	60%	$146	$250	N/A	75%	$188	29%
24	Sign Use Permit	60%	$1,602	$2,975	86%	75%	$2,231	39%
25	Sign Variance	60%	$1,874	$3,450	84%	75%	$2,588	38%
26	Minor Adjustment (New)	60%	$317	$575	81%	75%	$431	36%
27	Master Sign Program (New)	60%	$260	$450	73%	75%	$338	30%
	USE PERMIT, PRECISE PLANS, AND VARIANCES							
28	Use permits with no new construction, or new construction of less than 3,000 s.f.	50%	$1,327	$2,950	122%	75%	$2,213	67%
29	Use permits for new projects of 3,000 - 10,000 s.f. with 25 units or less	60%	$2,404	$4,350	81%	75%	$3,263	36%
30	Use permits for more than 10,000 s.f. or more than 25 units	60%	$2,829	$4,925	74%	75%	$3,694	31%
30.1	Use permits for more than 100 s.f. or more than 150 units	90%	$4,243	$4,925	16%	90%	$4,433	4%
31	Precise plan for less than 10,000 s.f. or 25 units or less	60%	$2,460	$4,475	82%	75%	$3,356	36%
32	Precise plan for more than 10,000 s.f. or more than 25 units	60%	$3,407	$6,150	81%	75%	$4,613	35%
32.2	Precise plan for more than 100,000 s.f. or more than 150 units	90%	$5,110	$6,150	20%	90%	$5,535	8%
33	Variances	60%	$2,208	$3,950	79%	75%	$2,963	34%
34	Temporary Use Permit (New)	60%	$149	$275	85%	75%	$206	39%
35	Modifications	50%	50% Full Fee	50% Full Fee	N/A	-	75% Full Fee	N/A
36	Extensions	60%	$1,158	$2,200	90%	75%	$1,650	43%
	MISCELLANEOUS							
37	Home Occupational Permit	61%	$150	$275	83%	61%	$166	11%
38	Request for Findings / Determinations	60%	$2,165	$4,350	101%	75%	$3,263	51%
39	Request for Continued Hearing		-	-		-	-	
39.1	Prior to Packet Distribution	76%	$75	$125	68%	76%	$95	27%
39.2	After Packet Distribution	100%	$129	$150	16%	100%	$150	16%
40	Right-of-way Abandonment	60%	$2,165	$4,350	101%	75%	$3,263	51%
41	Summary Vacations	60%	$2,165	$4,350	101%	75%	$3,263	51%
42	Zoning Administrator Permits	75%	$441	$700	59%	90%	$630	43%

Engineering Department Permit Costs - FY 2017/18

FEE NO.	Fee Name	2014 Adopted Fee Schedule	Option A 100% FY 17/18 Full Cost Recovery	% Change From 2014	Option B 90% 90% Recovery 17/18 Costs	% Change From 2014
	BASIC ENGINEERING SERVICES					
1	Civil Plan Review (Subdivision, Parcel Map Improvements, and Encroachment Permits)		-			
1.1	First $100,000 of Improvement Cost	2.0% of Proj Cost	2.0% of Proj Cost	N/A	2.0% of Proj Cost	N/A
1.2	Improvement Cost Between $100,001 and $250,000	1.2% of Proj Cost	1.2% of Proj Cost	N/A	1.2% of Proj Cost	N/A
1.3	Improvement Cost Between $250,001 and $1,000,000	0.5% of Proj Cost	0.5% of Proj Cost	N/A	0.5% of Proj Cost	N/A
1.4	Improvement Cost over $1,000,000	0.15% of Proj Cost	0.15% of Proj Cost	N/A	0.15% of Proj Cost	N/A
1.5	On-site Plan Review	50% of Civ Pln Fee	50% of Civ Pln Fee	N/A	50% of Civ Pln Fee	N/A
2	Traffic Study Review	-				
2.1	0-5 acres	$294	$392	33%	$353	20%
2.2	5-40 acres	$439	$585	33%	$527	20%
2.3	40+ acres	$584	$778	33%	$700	20%
3	Plan Revisions - Minimum Fee	$125	$166	33%	$149	20%
4	Traffic Control Plan (Waived for Subdivisions)	$61	$83	36%	$75	23%
5	Grant or Easement Deed Acceptance	$405	$502	24%	$452	12%
6	Deed Preparation and Acceptance (Time & Materials) - Minimum Fee	$686	$815	19%	$733	7%
7	Parcel or Lot Merger	$331	$432	30%	$388	17%
8	Abandon / Vacation of Right-of-Way Summary	$887	$1,038	17%	$935	5%
9	Abandon / Vacation of Right-of-Way Petition	$1,580	$1,833	16%	$1,650	4%
10	Lot Line Adjustment	$675	$751	11%	$676	0%
11	Inspections (Subdivision, Parcel Map Improvements & Encroachment Permits)					
11.1	First $100,000 of Improvement Cost	3.0% of Proj Cost	3.0% of Proj Cost	N/A	3.0% of Proj Cost	N/A
11.2	Improvement Cost Between $100,001 and $250,000	2.25% of Proj Cost	2.25% of Proj Cost	N/A	2.25% of Proj Cost	N/A
11.3	Improvement Cost Between $250,001 and $1,000,000	1.5% of Proj Cost	1.5% of Proj Cost	N/A	1.5% of Proj Cost	N/A
11.4	Improvement Cost over $1,000,000	1% of Proj Cost	1% of Proj Cost	N/A	1% of Proj Cost	N/A
12	Additional Punchlists - Minimum Fee	$114	$154	35%	$139	22%
13	Parcel Map (Final)	$2,100	$2,538	21%	$2,285	9%
14	Subdivision Map (Final) and Agreement	$5,894	$7,361	25%	$6,625	12%
15	Special Event Permit Fee - Business/Commercial	$78	$109	40%	$98	26%
15.1	Special Event Permit Fee - Residential/Homeowner	$25	$109	335%	$98	291%
16	Oversize Load Permit (Fee Set by State)	$25	$16	N/A	$16	NA
16.1	Oversize Load - Annual Permit (Fee Set by State)	$90	$90	0%	$90	0%
17	Partial Acceptance - Subdivision	$477	$615	29%	$553	16%
18	Deferral Agreement	$325	$409	26%	$368	13%
19	Covenant	$325	$409	26%	$368	13%
20	Subdivision Agreement Amendment	$381	$483	27%	$435	14%
21	Special Agreement (At Cost, Minimum Fee)	$450	$584	30%	$525	17%

Building Department Permits - Summary & Description - FY 2017/18

Fee Schedule Description: The fee schedule for the building department is comprised of three separate schedules for three different types of permits. (1) A fee schedule for general building permits and inspections for new construction and tenant improvements. Fees are based on the use, occupancy, and construction type, and square footage. (2) A fee schedule for Mechanical, Engineering and Plumbing Permits, where a fixed fee is charged for individual improvements or installations related to building systems, such as an air conditioner replacement or the installation of a new electrical panel. (3) A fee schedule where a fixed fee or per unit fee is charged for miscellaneous, discreet improvements such as a deck or carport addition, or installation of a door or window. (4) A fee schedule for improvements related to fire protection, where a fixed fee or per unit fee is charged for fire protection related improvements such as fire sprinklers, alarms, and suppression systems.

Basis for Fee Calculation: All building department fees are calculated based on the amount of time estimated for permit, including plan check and inspection processes as applicable. The time for each permit is multiplied by an aggregate hourly rate for the staff that provide service. All permits use the same aggregate hourly rate.

				Option A 100%		Option B 90%	
No.	Fee Name	Minutes	2014 Adopted Fee Schedule	FY 17/18 Full Cost Recovery	% Change From 2014	90% Recovery 17/18 Costs	% Change From 2014
Aggregate Hourly Rate							
1	Aggregate Hourly Rate for All Building Permits	60	$76.11	$97.65	28%	$87.89	15%
Mechanical, Electrical Pluming Permits - Examples							
2	Mechanical Permit - Heater Installation (Inspect)	35	$44.40	$56.96	28%	$51.27	15%
3	Electrical Permit - 10 Lighting Fixtures Installation (PC + Inspect)	40	$50.74	$65.10	28%	$58.59	15%
Miscellaneous Permits - Examples							
4	Construction of Covered Porch (PC + Inspect)	271	$344.02	$441.38	28%	$397.24	15%
5	Installation of 100' of 8' Tall Storage Rack (PC + Inspect)	90	$114.17	$146.48	28%	$131.83	15%
Fire Related Permits & Inspections							
6	Installation of 80 Head Fire Sprinkler System (PC + Inspect)	425	$539.62	$692.34	28%	$623.10	15%
7	Installation of Wet Chemical/Kitchen Hood	142	$180.00	$230.94	28%	$207.85	15%
General Building - Plan Check and Building Permit							
8	3500 SF New Restaurant - Type 5 Construction (PC + Inspect)	2967	$3,764.00	$4,829.26	28%	$4,346.33	15%
9	1500 SF Retail Ten. Improvement Type 5 Con. (PC + Inspect)	1377	$1,747.00	$2,241.42	28%	$2,017.28	15%
10	20,000 SF Industrial - F-1 Occ. Type 2 Constr (PC + Inspect)	3600	$4,567.00	$5,859.51	28%	$5,273.56	15%
11	3500 SF Custom Home (PC + Inspect)	1775	$2,252.00	$2,889.34	28%	$2,600.41	15%
12	1600 Tract Home - Production Phase (PC + Inspect)	1210	$1,535.00	$1,969.42	28%	$1,772.48	15%

FEE NO.	Fee Name	2014 Adopted Fee Schedule	FY 17/18 Full Cost Recovery	% Change From 2014	90% Recovery 17/18 Costs	% Change From 2014
22	Outside of City Service Connection	$523	$664	27%	$598	14%
23	Landscape (or other benefit) District Formation	$517	$647	25%	$582	12%
24	Certificate of Correction	$188	$245	30%	$221	17%
	BLUE LINE PRINTS					
25	Research to locate materials / prepare special reports (non-city related)					
25.1	City Engineer (per hour)	$125	$149	19%	$134	7%
25.2	Engineering Staff (per hour)	$73	$85	16%	$77	5%
26	Printing (Copy) Charges					
26.1	8 1/2" x 11" or 14" (per page)	$0.30	$0.30	0%	$0.30	0%
26.2	11" x 17" (per page)	$0.36	$0.36	0%	$0.36	0%
26.3	Blueprints (s.f)	$0.36	$0.36	0%	$0.36	0%
	BASIC INSPECTION SERVICES					
27	Permit Processing Fee	$69	$91	32%	$82	19%
28	Encroachment Permit Inspection Fee (minimum)	$95	$128	35%	$115	22%
29	Re-Inspection Fee	$41	$54	34%	$49	21%
30	Curb (lineal feet)	$0.99	$1.23	23%	$1.10	11%
31	Curb and Gutter and "V" Alley (lineal feet)	$1.85	$2.66	44%	$2.39	30%
32	Sidewalk (lineal feet)	$0.99	$1.23	23%	$1.10	11%
33	Driveway Approach	$43	$58	35%	$52	22%
34	Asphalt Paving (per s.f.)	$0.14	$0.20	44%	$0.18	30%
35	Sewer or Drain Pipe (lineal feet) ($100 minimum)	$0.71	$1.02	44%	$0.92	30%
36	Manholes, Catch Basins, or Vaults	$95	$128	35%	$115	22%
37	Water Pipe (lineal feet)					
37.1	0-18 ft (w / o Hot Tap)	$50	$67	35%	$61	22%
37.2	0-18 ft (w / Hot Tap)	$91	$123	35%	$111	22%
37.3	18+ feet ($275 minimum)	$0.43	$0.61	44%	$0.55	30%
38	Street Light plus conduit (each light)	$47	$58	22%	$52	10%
39	Utilities - Out of Roadway (lineal feet)	$94	$128	35%	$115	22%
40	Utilities - in Roadway (lineal feet)	$0.25	$0.40	60%	$0.36	44%
41	Cross Valley Gutter (each)	$38	$51	35%	$46	22%
42	Handicap Ramps	$28	$38	35%	$35	22%
43	Water and Sewer Service Laterals (each)	$52	$71	35%	$64	22%
44	Fire Hydrant Assembly (each)	$76	$103	35%	$92	22%
45	Under sidewalk drain (each)	$14	$19	35%	$17	22%
46	Backflow Devices and Vacuum Breakers	$43	$58	35%	$52	22%
47	Concrete Alley Centerline Trough (lineal feet)	$1.85	$2.66	44%	$2.39	30%
48	Electrical Services in ROW 600V 200Amp	$19	$26	35%	$23	22%
49	Inspections performed outside normal business hours	$85	$115	35%	$104	22%