

**REGULAR MEETING OF THE MADERA CITY COUNCIL AND  
SPECIAL 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**

**205 W. 4<sup>th</sup> Street, Madera, California 93637**

**JOINT MEETING NOTICE AND AGENDA**

**Wednesday, January 4, 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 Roger Leach, Valley West Christian Center

**PLEDGE OF ALLEGIANCE:**

**PUBLIC COMMENT:**

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

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

- B-1 Minutes – 1/20/16
- B-2 Information Only – Warrant Disbursement Report
- B-3 Informational Report - the Successor Housing Agency is Notifying the Successor Agency of Future Commitment of 2008A/2008B Tax Allocation Bonds (Report by Bob Wilson, Successor Agency)
- B-4 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Police Officers' Association Related to Requirements for Waiver of Participation in Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-5 Consideration of a Minute Order Rejecting a Claim filed by Dina Cloeters (Report by Wendy Silva)
- B-6 Consideration of a Resolution Approving the Award of Contract for Thomas Jefferson Middle School Safe Routes to School Along Sunset Avenue, Pine Street to Schnoor Avenue Project Number SR2SL 5157-091 City Project No. ST 14-06 in the Amount of \$285,182 to Witbro Inc. DBA Seal Rite Paving and Grading, Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 15%, and Authorizing the Mayor to Execute the Contract on Behalf of the City

And

Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2016/17 Capital Fund Budget for Thomas Jefferson Middle School Safe Routes to School Along Sunset Avenue, Pine Street to Schnoor Avenue Project Number SR2SL 5157-091 City Project No. ST 14-06, Appropriating Measure T Environmental Enhancement Funds for the Construction Contract, Contingencies and Construction Inspection/Management (Report by Keith Helmuth)

- B-7 Consideration of a Resolution Approving an Amended Agreement with Pacific Gas and Electric (PG&E) for City of Madera to Relocate a Fire Hydrant at Cleveland Avenue and "D" Street at PG&E Expense (Report by Keith Helmuth)
- B-8 Consideration of Resolutions Ratifying and Adopting 2016/2017 Community Development Block Grant Agreements for Services as follows: (Report by Ivette Iraheta)
  - A. City of Madera Public Works Department for Installation of Solar Powered Street Lights
  - B. Pequeños Empresarios, Inc., to Provide Early Childhood Verbal, Written and Entrepreneur Development
- B-9 Consideration of a Resolution of the City of Madera, California, Authorizing the Submission of an Application to the California State Department of Housing and Community Development for Funding Under the HOME Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, any Amendments Thereto, and of Any Related Documents Necessary to Participate in the HOME Investment Partnerships Program (Report by Ivette Iraheta)

B-10 Consideration of a Resolution Establishing Fund Designations for Public Improvement Reimbursement Costs as Specified in the Approved Madera Travel Center Development Agreement (Report by Dave Merchen)

B-11 Consideration of a Resolution Authorizing the Examination of Transactions (Sales) and Use Tax Records (Report by Brent Richardson)

B-12 Bi-Weekly Water Conservation Report for 12/12/16 – 12/25/16 (Report by Dave Randall)

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

There are no items for this section.

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

There are no items for this section.

**F. COUNCIL REPORTS**

**G. CLOSED SESSION**

There are no items for this section.

**ADJOURNMENT** – The regular meeting scheduled 1/18/17 has been cancelled. The next regular meeting is scheduled February 1, 2017.

*[continued on next page]*

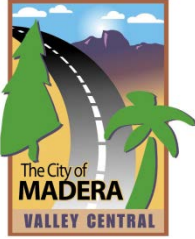


- 
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - Any writing related to an agenda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

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 January 4, 2017, near the front entrances of City Hall at 3:00 p.m. on December 30, 2016.

  
Sonia Alvarez, City Clerk





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

**January 20, 2016  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

The regular meeting for 1/20/16 was called to order by Mayor Poythress at 6:00 p.m.

**ROLL CALL:**

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

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Commander Dino Lawson, Director of Parks and Community Services Mary Anne Seay, Director of Human Resources Wendy Silva, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Procurement Services Manager Becky McCurdy, Planning Manager Chris Boyle, and Battalion Chief Jim Forga.

**INVOCATION:** Pastor Roger Leach, Valley West Christian Center

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

**PUBLIC COMMENT:**

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

No comments were offered.

**PRESENTATIONS**

- 1. Presentation to Former Council Member Sally J. Bompreszi**

Mayor Poythress stated this is something that they will present in honor of an individual who spent countless hours serving her City in a number of roles but most importantly, as a City Council Member as well as Mayor. Mayor Poythress asked former Council Member Sally Bompreszi to join him at the podium.

Mayor Poythress stated they had a chance to say good bye to former Council Member Bompreszi last month. He noted that they didn't get a chance to properly recognize her with a plaque that she can proudly place in her new office. He advised that he just wants to share a couple of things about former Council Member Bompreszi. He stated that she was elected in 2006, overwhelmingly. She was the top vote getter. Mayor Poythress recalled that she was running for office and he said to her, this is what you have to do. You have to get this committee together. You have to raise money and you have to do this and that and she's like yeah, ok, whatever. She was the top vote getter and didn't do any of that stuff.

Former Council Member Bompreszi clarified that she had a committee of 2, herself and her secretary, and her husband. They walked door to door; walked the precinct.

Mayor Poythress noted that it was still an overwhelming landslide victory and it was great for their City to have her there. He added that it was really interesting because she was elected in December of 2006. He then asked what happened in 2007; the housing thing is starting to drop. Then in 2008 everything falls apart so here is former Council Member Bompreszi onboard on the City Council during some of the toughest times. Sales tax dropped. They are having issues in trying to balance things. He noted that former Council Member Bompreszi did a lot of heavy lifting. She was Mayor in 2008 and was responsible for bringing in a grant. She traveled to Seattle and met with an agency there and was able to secure that grant which was very helpful. He noted that it goes on and on and on. She was on various commissions, appointments and so forth.

Former Council Member Bompreszi stated she was also on billboards.

Mayor Poythress agreed and noted she is still on the billboard. On behalf of himself, the City Council (her colleagues) and the staff at the City, he presented her with a plaque.

Former Council Member Bompreszi stated she thinks she said what she needed to say at her last meeting. She just wants to thank everybody for the support they have given her. She did start her new job on Tuesday at the Madera Housing Authority as the Financial Service Manager. She noted that her boss Linda Shaw came here today to support her. She added that it is an exciting time. She really loves having her Wednesday night's back and it seems like she is not so short with her mother anymore because she has some time. She noted that even last night her husband made dinner for the first time. She added that it has been great. It has been really good. She stated that the decision was hard but it is for the best. A new chapter in her life is starting. She thanked them for the plaque. She added that she misses all of them. She saw a couple of them this week.

Mayor Poythress added that the City's loss is definitely the Housing Authority's gain and the Council's gain.

## **2. Proclamation Recognizing Intercultural Week January 25 – January 29, 2016**

Mayor Poythress announced that the second proclamation tonight will be in honor of Intercultural Week. He invited Lourdes Herrera to join him at the podium. He advised that to him, it's an outstanding week for their City. It culminates actually with an event that is going to occur on January 28<sup>th</sup>, Thursday evening, from 4:30 p.m. to 6:30 p.m., Intercultural Festival at Hatfield Hall. He added that he was thinking about Madera and how fortunate they are to have so many cultures in their City. He stated that there are so many countries, and he doesn't care what continent you're on, they are very homogeneous. It is like they have that one culture and that is it. He added that maybe it means that you know how to get along a lot easier with everybody but how boring. He doesn't care if you are in Asia, if you are in Africa, if you are in Europe or whatever but here in America, it is very unique. He asked Ms. Herrera how many cultures she thinks are going to be represented at the Intercultural Festival.

Lourdes Herrera with the Madera Coalition for Community Justice stated that it is the 20<sup>th</sup> anniversary for this event. They started in 1996. She started as a volunteer and now she is the captain. They have already 72 tables representing 58 cultures, 18 religions, and the rest are agencies working here in Madera. This year they tried to invite different agencies like Madera Unified. They bring people from different staff members and they can bring information for the kids too. She stated that the 20<sup>th</sup> anniversary this year will be great and asked that they join them.

Mayor Poythress agreed and added if you haven't been, you need to go. He restated that it is a great event and in recognition he presented the proclamation to Ms. Herrera. He noted that the proclamation cites next week, January 25<sup>th</sup> through January 29<sup>th</sup>, as Intercultural Week. He added that the focus is to celebrate the diverse community that they live in and showcased by the local faith and cultural groups in an educational interactive and fun way. He added that he likes to say, when they think about their nation and their roots, he thinks that Madera is a microcosm of what their nation is all about and what it was meant to be. He noted that their nation was founded on religious freedom, freedom from tyranny, and people from different cultures and so forth. He thinks they can look at their City and be proud of the way they conduct themselves and how they are able to enjoy various cultures and seek to learn more about it.

Council Member Holley asked what time it starts.

Mayor Poythress replied 4:30 p.m. to 6:30 p.m.

Ms. Herrera thanked the City. She noted that they are a small organization and they try to work all the time with Madera serving their community. She added that this kind of event is shared with the people. They are not only one person; maybe they have the same voice for the community. They come from different countries but they have only one person here serving the people in Madera.

Mayor Poythress agreed with Ms. Herrera and thanked her.

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Weekly Water Conservation Reports (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving an Agreement with Aramark Uniform Services, and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Becky McCurdy)
- B-5 Informational Report on Emergency Repairs to Well No. 18, No. 23 & No. 30 (Report by Dave Randall)
- B-6 Consideration of a Resolution Authorizing Submittal of an Application to the California Department of Resources Recycling and Recovery for Payment Programs and Authorizing the City Administrator to Execute All Grant Documents (Report by Dave Randall)
- B-7 Consideration of a Resolution Authorizing the Acceptance of a Grant Award from the Housing Related Parks Program and Authorization for the City Administrator to Execute the State of California Standard Agreement and Any and All Documents Necessary to Participate in the Grant Program (Report by Sonia Hall)



- B-8 Consideration of a Resolution Approving Request for Outside of City Water Service for Property Located at 26533 Adell Street (Report by Keith Helmuth)
- B-9 Consideration of a Resolution Approving the Submission of an Application to the State Department of Parks and Recreation for the Land and Water Conservation Fund Grant (Report by Sonia Hall)

Mayor Poythress asked if there are any items on the consent calendar that a Councilperson would like to have pulled for further discussion. No requests were made and Mayor Poythress announced that he would accept a motion for action.

**ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.**

- RES. NO. 16-06 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A TWO-YEAR AGREEMENT WITH ARAMARK UNIFORM SERVICES FOR UNIFORM RENTAL AND LAUNDRY SERVICES, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY**
- RES. NO. 16-07 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR PAYMENT PROGRAMS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL GRANT DOCUMENTS**
- RES. NO. 16-08 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CA AUTHORIZING EXECUTION OF STATE STANDARD AGREEMENT FOR HOUSING RELATED PARKS PROGRAM GRANT**
- RES. NO. 16-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AGREEMENT WITH MORRIS AND MARJORIE DAVID FOR OUTSIDE OF CITY WATER SERVICE FOR 26533 ADELL STREET, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**
- RES. NO. 16-10 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUND – MADERA SUNRISE ROTARY PARK PROJECT**

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

- C-1 Second Reading and Consideration of Adoption of an Ordinance of the City Council of the City of Madera, California Amending Title IV: Chapter 15: Medical Marijuana, of the Madera Municipal Code to Provide for Compliance with the Medical Marijuana Regulation and Safety Act**

Planning Manager Chris Boyle stated that on January 6<sup>th</sup>, the Council introduced this ordinance. He advised that staff recommends approval of the ordinance to provide compliance with the recent State law. Mr. Boyle offered to answer any questions.

Mayor Poythress asked if there are any questions for Mr. Boyle. No questions were asked and Mayor Poythress called for title.

The ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY COUNCIL MEMBER OLIVER, FURTHER READING WAS WAIVED AND ORD. NO. 928 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.**

**ORD. NO. 928 C.S.      AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA DELETING CHAPTER 15 OF TITLE IV OF THE MADERA MUNICIPAL CODE IN ITS ENTIRETY AND ADDING A NEW CHAPTER 15 TO TITLE IV PROHIBITING ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY AND PROHIBITING CULTIVATION FOR MEDICAL USE BY A QUALIFIED PATIENT OR PRIVATE CAREGIVER**

**C-2      Consideration of a Resolution Initiating an Application to the Madera Local Agency Formation Commission to Reorganize Boundaries and Annex the Community of Parksdale into the City Limits**

Community Development Director David Merchen stated that this item is a consideration of a resolution to initiate the Parksdale Annexation. He clarified that it is actually a reorganization and he will explain a little bit more about that. He advised that the Parksdale area that they are talking about is just a little over 400 acres at the southeast corner of the City. By way of reference, he advised that it is kind of the center bottom as displayed on the screen where they see some blue buildings. He also pointed out the Cesar Chavez School, and on the left side of the screen, a residential kind of triangular neighborhood just to the left of the Tozer, is the KB Orchard Pointe Development.

Mr. Merchen stated that mostly it is rural residential properties. There are a couple of subdivisions inside Parksdale which look very much like city subdivisions but it is primarily rural residential with a bit of a mix of a few commercial properties, a little bit of multi-family from Self Help and so forth.

Mr. Merchen stated that a logical question is why is there a proposal to initiate the annexation at this point. He noted that there are really two reasons and they are interrelated. The first is and the most specific is that the initiation of the Parksdale initiation is required in order to complete the SMD Annexation. He noted that he has talked about that a little bit over the last year and he will review on that again this evening.

Mr. Merchen stated that the second is that Parksdale is in the path of urban growth and it is because of that that LAFCO (Madera Local Agency Formation Commission) and Madera County have been pressuring the City for a number of years to take up Parksdale as the City grows to the south and southeast. He noted that it was for essentially these two reasons, the timing primarily for the first reason that staff and the Council subcommittee for the tax sharing agreement decided to pursue this course of action at this time.

Mr. Merchen stated that the Southeast Madera Project, or the SMD Project, is an annexation of about 340 acres. He noted that this is the plan or a summary of the plan, you might say. It is a set of master planned neighborhoods with integrated parks, parks integrate to the existing school site. There is a mix of residential densities. It is really General Plan compliant; strong master planned neighborhoods. He advised that the City's approvals for that project were completed in 2013 and then a few months later in 2014, LAFCO approved the annexation of that property into the City limits.

Mr. Merchen stated that the physical relationship, SMD and Parksdale, is that they are contiguous to one another. They share a boundary at Avenue 13 which separates the neighborhoods. They can see that essentially, Parksdale becomes partially surrounded as the City grows to the south and east.

Mr. Merchen stated that as LAFCO considered the annexation of SMD in 2013 and 2014, it circulated the proposal to various agencies as is routine and various agencies commented including the County of Madera as displayed. He noted that it is a little bit tough to read but it is signed by the CAO (County Administrative Officer) Eric Fleming. He apologized for the poor quality of the scan. He noted that in that letter, the County says, the City must apply for annexation of CSA (County Service Area) 3 Parksdale and that the Board of Supervisors request that LAFCO and the City include all of the properties within that area in the annexation.

Mr. Merchen noted that when LAFCO proceeded with the SMD annexation, they did approve, as he mentioned, the annexation. They adopted the resolution, as shown on their screen, making the approval. He added that they included a specific condition of approval that says, prior to recordation to the Southeast Madera Development Annexation, the City of Madera shall file an annexation application for the disadvantaged community of Parksdale. He noted that as a specific condition of approval LAFCO said, this application must be filed.

Mr. Merchen stated that the County's comments and LAFCO's action are directly consistent with State law. He noted that the reference on their screen is to Government Code Section 56375(8)(a). He advised that he won't read it all but essentially is says, before a city can annex, property contiguous to a disadvantaged community, you have to file to annex that disadvantaged community also. He noted that it doesn't say that that annexation has to be successful but, it does say that an application has to be made.

Mr. Merchen stated that he mentioned that the other reason, in addition to SMD, was that there is a general theme, you might say, that the City needs to deal with Parksdale as it grows to the south and east because that community is within the path of urban development. He referred to the map on the screen noting that it is, sort of a background map, the southeast portion of the City's General Plan. He noted that everything in that picture, even the green, is within the City's General Plan area. He added that everything that has a non-green color is within the urban development boundary. He noted that anything yellowy is residential and he thinks reddish is commercial, and the big blue spot on the right hand side is the State Center Community College for instance. What this shows is that Parksdale, according to the way that the City plans to grow and its General Plan becomes completely surrounded, ultimately over time, when the City grows, the blue line that is kind of in the top center of the screen, shows that Parksdale is located within the City's sphere of influence, and the purple line shows that Parksdale is located squarely within the City's urban development boundary. He advised that a principle that LAFCO has cited for years and the County has also bought into, is that as a component of the City's orderly growth, it shouldn't hopscotch around disadvantaged communities. It needs to take up those disadvantaged communities and square off its boundaries. It evens out service delivery. Provides more efficient government services and so forth.

Mr. Merchen stated that the annexation process, as it relates to what the City does, has a number of steps to it some of which have already started. He advised that on January 12, 2016, the Planning Commission conducted a public hearing for a rezoning of Parksdale. He noted that rezoning is required in order to submit an application to annex property. At the January 12<sup>th</sup> hearing, the Planning Commission voted to recommend approval of the rezoning to the Council. He added that this evening, the second step is to consider a resolution initiating the annexation. The third step is for the City Council to take up the rezoning at a public hearing and then assuming that the ordinance is introduced at the first hearing, they would conduct a second reading on about February 17<sup>th</sup>. He added that the last step, noting that they do not have a timeline associated with it because the City can't control the outcome, is to have a property tax disposition agreement with the County and that is also a requirement of LAFCO.

Mr. Merchen commented that it is worth noting that State law, as well as the LAFCO condition of approval, identify that not only does the annexation have to record but it provides sort of, he doesn't want to say it is a get out of jail free card, but it allows for a determination by LAFCO that a majority protest exists and if that can be demonstrated by written evidence, then it kind of lets the City off the hook. He noted that they are not sure that there is a way to do that. They haven't found a way to demonstrate that a majority protest exists by written evidence without going through this process. He noted that while the rezoning public hearing at the Planning Commission was filled with ballpark 50 or 60 residents who were not very happy about the idea of annexation, that does not in and of itself allow them to determine that a majority of registered voters are opposed to annexation. He would expect, that because they have already scheduled that public hearing on February 3<sup>rd</sup>, that they are going to get more community members from Parksdale showing up and they will probably speak more to their opposition for annexation than they will on the rezoning but, the Council will have to deal with that at the time. In terms of the background, he wanted to let the Council know that that was coming.

Mr. Merchen stated that the annexation process, when it gets to LAFCO, what happens is that first, they have to receive a completed application from the City and that includes that tax sharing agreement



described earlier. Once they have a completed application, they will schedule and conduct a public hearing and make an initial decision on the annexation. He added, for instance, during that initial decision, LAFCO could hypothetically say, you know what, this just doesn't make sense. There is too much opposition. We are going to deny it right here. It is not going to go any further. We are not even going to schedule a protest hearing. He advised that is one outcome. The second outcome is that this annexation, the City's proposed Parksdale Annexation, conforms to LAFCO policies and principles, it complies with the State law; we are going to approve it subject to a protest hearing. He explained that because this is an inhabited annexation, LAFCO, if it wants to approve, it must schedule a protest hearing at which point the community then takes control of the outcome. He advised that there are a series of rules as to how protest hearings work but generally speaking, if 50% of registered voters say no or protest, then it kills the annexation. If 25% of the landowners with 25% of the property say no, then an election would be called and then, the annexation would be subject to the outcome of the election.

Mr. Merchen advised that the point of describing the LAFCO proceedings and the protest process is that the residents of Parksdale ultimately control, at least to the extent that LAFCO takes them to a protest hearing, whether they want to be annexed or not. He added, as he has described it to community residents during the rezoning process, the City's intent is to handle the process to create the opportunity to invite the residents into the City to become part of the City but, to the extent that they protest it, they control the outcome.

Mr. Merchen stated that the staff and Tax Sharing Agreement Negotiation Subcommittee recommendation is to adopt a resolution initiating an application to reorganize boundaries and annex the unincorporated community of Parksdale. Mr. Merchen clarified that this is called a reorganization because of that County Service Area that exists covering Parksdale. He advised that is the entity that provides sewer and water to Parksdale so when they annex, the County Service Area either goes away or gets reduced in size in some way. He explained that because there is an action that affects the City and the County Service Area, it is called a reorganization and that is the only reason why that term is included.

Mr. Merchen stated again that the recommendation is made based on its allowance for the SMD annexation to record and its ability really to address in a defined way the, sometimes encouragement and sometimes demand from the County and LAFCO to take up Parksdale as the City grows in that direction. Mr. Merchen offered to answer any questions.

Mayor Pro Tem Rigby asked how much time will protesters or registered voters actually have to go through the protest process. He noted that it seems that they could move rather quickly on the annexation from the City's end. Is there a timeframe that they have or do they have until the 17<sup>th</sup> of February or...

Mr. Merchen replied that the City's application process, the rezoning process is really the most lengthy timeline associated with anything that the City does. That will be completed, assuming the factors that he described earlier come into play on February 17<sup>th</sup>, but that only is the start of the LAFCO process. Once LAFCO starts, then they will conduct a completely separate set of proceedings where new and additional notice is provided. He added that because LAFCO is a separate legal autonomous agency, they don't rely on any of the City's processes to satisfy public input.

Mayor Poythress asked if there are any other questions of Mr. Merchen. No other questions were asked and Mayor Poythress announced that he would accept a motion for the subject resolution.

**ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY COUNCIL MEMBER OLIVER, RES. NO. 16-11 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.**

**RES. NO. 16-11                      RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA INITIATING AN APPLICATION TO THE MADERA LOCAL AGENCY FORMATION COMMISSION TO REORGANIZE BOUNDARIES AND ANNEX THE COMMUNITY OF PARKSDALE INTO THE CITY LIMITS**

**D. WRITTEN COMMUNICATIONS**

**D-1 Presentation by the United Way Fresno and Madera Counties on Programs Offered**

Bob Reyes, Interim President/CEO for the United Way Fresno and Madera Counties, stated they were here several months ago and spoke at the public comment section of the City agenda. They were asked at that time if they could come back for a lengthier presentation to allow for questioning. That is what they are back for this evening. He stated he is the Interim President/CEO of United Way Fresno and Madera Counties. He advised that he was actually the Board Chair on July 1<sup>st</sup>. He noted that on July 6<sup>th</sup>, their CEO resigned for medical reasons. As the Board Chair, he happened to be a retired person and he was asked if he could do an interim assignment for a couple of months. He advised that it is now January and he is still in the interim assignment but, he is thrilled to be here this evening with their incoming CEO Lindsay Callahan who is also present this evening. He asked her to stand and be recognized. He noted that they are stealing her from Fresno County Office of Education. He along with their entire Board and staff are very excited because she will bring a new energy and will be a great representative of their organization. He thanked her for being here this evening. He added that Ms. Callahan hasn't started yet. They are waiting for the County Office of Education to release her. They are thinking sometime next week unless she has good news for him tonight. Mr. Reyes commented that in order for him to do these interim assignments, he has to ask his wife and she will approve it if she thinks it is ok for him to go back and work for a little bit.

Mr. Reyes advised that he is a former educator and like he said last time, he was Mary Anne Seay's (Parks and Community Services Director) junior high English teacher. He noted that they go way back so it is always good to be among his former students. He also recognized Council Member Robinson as one of their board members (United Way). They also have a second board member from Madera County who is Enrique Lopez and he is with Madera Unified. He added that they have two other residents from Madera County that they had approached about joining their board. Unfortunately, they were not able to follow through. They are still interested in getting more board members to represent the County. He stated, if anyone here has recommendations this evening for possible other board members for United Way, to please let them know.

Mr. Reyes restated that he is the interim and Ms. Callahan is their incoming President. He asked May Gnia Her to stand. She is the Vice President of Community Impact. He advised that a lot of the programs they will be talking about this evening are programs that her department handles. They also have Nicholas Grim who is the Director of Campaign and Leadership Giving. He noted that Mr. Grim is a graduate and a former resident of Madera. He asked Mr. Grim where he went to school.

Mr. Grim replied that he went to St. Joachim's and then Class of '97 with Madera High when it was two campuses but one name. He added that his dad and stepmom were actually police officers here and retired from the City Police Department when the department was right next door here. He knows these streets very well.

Mr. Reyes acknowledged that they do have some connections already. He added that their mission statement is to improve the quality of life in their communities. He noted that is something that we will hear often from them. He stated that is their major mission in whatever communities they serve. They have been in Fresno County for 92 years but last spring, as the Council knows, they were approached by United Way Worldwide to see if they were interested, as a local United Way, in assuming the service area in Madera County. After discussing it with their board, it made sense to them because they wouldn't be duplicating services. They could expand into this area and provide services that perhaps were not here before. Again, when they do that, they always go in a community looking to see what they most want to see in their community. They like to listen and talk to people they will be serving. Mr. Reyes advised that he is going to give a short presentation. This is something that they use in their Resource Development Department because a lot of times, they have a very short timeframe when they are allowed to come in and speak and to do campaigns. Visually they did this for their opening developments. Mr. Reyes played a short video.

Mr. Reyes stated that one of the things they always talk about is community impact. One of the things they wanted to share this evening is that last year, through their efforts in going to different businesses, organizations and doing campaigns, they brought back \$2.8 million to their non-profit partners in their community. He advised that this supports funding for a lot of their partners. They serve as a non-profit hub for their area and at this time they are serving 87 non-profits.

Mr. Reyes noted, when they look at United Way Worldwide and most local United Ways, they are based on the three pillars; Education, Income and Health. He added that these are what they consider the building blocks of a strong community. They believe that all families should have access to a quality education that leads to a stable job with an income that supports a family now through retirement, and have access to resources that build and sustain good health. Mr. Reyes turned the presentation over to May Gnina Her.

May Gnina Her stated she is the Vice President of Community Impact for United Way. She advised that she gets the privilege of working in their department which they consider is the work of the United Way. She is guessing that probably most here have seen their name, have seen their logo but maybe wondering what they do. As Mr. Reyes had mentioned earlier, in the County they are looked to for three different capacities.

Ms. Her stated that the first one is the undesignated funding that goes to their non-profit partner. Last year they were fortunate to bring back \$2.8 million of undesignated funding to their non-profit partners and that is pretty much anyone that you can think of right now from Red Cross to Children's Hospital or Valley Children's. She noted that they are all in that portfolio of who gets funding from them. Those are undesignated and it goes to support their general fund.

Ms. Her stated that the second area that non-profit partners look to them is the gap filling for programs. They are what they call grants or designated funding. A lot of their non-profit partners will come to them and say hey, we've got a program that is doing perfectly well but if we had just a little bit more money, we can assist and help this many more families or this many more kids and that is where United Way comes in. They fill in the gap because they are looking at programs that work, programs that are measurable and programs that deliver, that are good for their community and their County. That is the other area that they come in.

Ms. Her advised that the last area that they come in is what she considers is kind of like filling in the gap. They know that they have so many different partners in Madera and Fresno Counties that do fantastic work. They do not duplicate efforts because they know that these partners are the subject matter experts in the fields that they serve but sometimes, as they have seen, they will come in where they see that their services are lacking. The backpack giveaway is one of those. She noted that of the two largest programs that they run, the first one is VITA (Volunteer Income Tax Assistance). It is another program that they run that is direct services and that is only because their non-profit partners don't have the capacity to carry that on. With the VITA program they do taxes for free; fairly simple. She advised that they are designated by the Internal Revenue Service. They follow their compliance and regulation. Every year they get about 250 volunteers trained and certified to prepare the 1040 to help families that are low to moderate income, \$62,000 or below, and they do that for free. They do State and Federal and they also do prior year so that is another benefit to their family. Most importantly, they save them (family) money. They teach them to don't go down to the "Statue of Liberties", nothing against those but, they want to save families money because they know how crucial it is for the dollar and how to stretch their dollar. Last year they brought over \$16 million and this year they are positioned to do more than \$16 million. She noted that the Community Action Partnership in Madera is their partner and they have been for the last five years. They have been part of their VITA program. Ms. Her stated the United Way is very honored to be part of that footprint here in Madera and they look to expand that.

Ms. Her stated that the other program that they offer that is direct services and that is another big program is their 211 Call Center. She advised that 211 is not currently available in Madera. They have applied with the CPUC for the licensing and they are waiting for all of those regulations to pass through. She asked that they imagine a family who is in distress, who is calling all over the place because they don't know who to call. With 211, all they do is dial one number. They tell them what they are looking for. They tell them what their situation is and they connect the family to what it is that they need. Their three highest needs



are first, housing and shelter. Most of the time, as they heard on the call, it is emergency shelter. It is families looking for a warm place to stay for the night because they have been evicted or they are homeless, or whatever the issue is. Their second is food. Ms. Her stated that they live in the richest agricultural land but they have a lot of food insecurities. They know that and they are working really hard to rectify that issue. Their third is utility payments. They get non-stop calls for help with rent, for help with PG&E, for help with anything else that is utilities. Those are their top three but as they can see on the screen, they have a whole host of other issues that people do call 211 for. They look to 211 as a hub of information for their entire community. As soon as they get that rolling in Madera, they also look forward to serving the families here in Madera as well.

Ms. Her stated that last year they took over 40,000 calls in just Fresno County. This year they are positioned to do more and as soon as they can get Madera rolling, they also look forward to serving the families here in Madera. She advised that there are over 1,100 programs, and 17 different programs and sub-programs because their partners are constantly changing to service areas that they also serve.

Ms. Her stated that during the holiday season they have the wonderful opportunity to host a program called the Adopt a Family Program. It is very basic and the name says it all. They look forward to their business partners to partner with them, individuals, and families to help them adopt families that may need just a little bit of extra cheer to make their Christmas merry. Last year they were very fortunate to adopt 44 different families so they are very happy that this program has been a super success. Here in Madera, they had two families that came from Madera. Again, they look forward to expand that reach as well.

Ms. Her stated that the other program that they have heard about is their Toys for Tots Program. Unfortunately, they only have the Toys for Tots Program currently in Fresno County. That is the one that they do oversee with the Marine Corps League Detachment 14. Here in Madera, they are looking to partner with the two different coordinators here in Madera. They are hoping that they can bring their assistance here to grow the program here as well. Ms. Her turned the presentation over to Nick Grim who will share the rest of the programs with the Council.

Nicholas Grim stated he is the Director of Campaigns and Leadership Giving. He advised that most of his role is out there fundraising for a lot of these great programs that they are hearing about here today but he is also going to talk a little bit more about them in depth and detail. He advised that what has been a big issue in their counties is human trafficking. They discovered that there has been need to help a lot of these people that are brought in for human trafficking who get branded which is tattooed and which could take up half their body. The United Way works with a non-profit called Break the Chains and their mission is to stop the prostitution and through the United Way outreach, they connected with a cosmetologist that is helping to remove these tattoos. He noted that is a big focus that they have been doing here in the Central Valley.

Mr. Grim stated that another thing that they had the honor of being a part of is the Hmong Story 40. They became the major sponsors of it last year. It chronicles the past 40 years of the journey of the Hmong people coming from the hills of Laos to California. Back in November they had an exhibit showcase here in Madera County at the fairgrounds which was very successful and then, just this past December, was the opening at the Fresno Fairgrounds which celebrated the start of the Hmong New Year. In the spring and fall of 2016, it will be going in the Merced and Sacramento areas.

Mr. Grim stated one of the great programs that they do is the United Way Book Bank. They collect children's books kindergarten through 6<sup>th</sup> grade. He noted that they might have some lying around at their homes, maybe they are holding up that end table or two or maybe the kitchen table. He asked that they give them a call. They will be happy to pick them up because what they do is they collect those books, clean them up and get them out to Title I rural county schools. For some of these schools, they are helping them build their libraries and getting books into these kids' hands. Last year they were able to collect over 10,000. What he means by when they collect them, they don't stay on their shelves longer than maybe two weeks. He noted that there is such a need out there. They are very proud of that program and they are looking to break that record this year.

Mr. Grim stated that another great thing that they do is Movies in the Park Backpack Giveaway. As they know, living in Madera County, there are a lot of families that can't afford to buy school supplies or even buy a backpack for their kids. It is like you have three or four kids, it is making a car payment just to make sure they have school supplies. What they do is they partner up and for just \$10 they can fill a backpack with school supplies for the year along with two books for each kid. They are very fortunate this past July to do 2,500 in Fresno County but what was great is that this August, they came into Madera County and did 700 backpacks right here at Town and Country Park. For him personally, it was great to come home. He got flashbacks of Friday nights after a football game driving by the Pizza Hut and then going out from there, and just remembering it as a kid playing baseball out there and just seeing how the park looked and seeing all the families. He noted that a lot of these families waited six plus hours in this great summer heat of theirs, that is very cooling as a joke, but they wait out here just for a backpack for their kids. That is a program that they are just very excited and they are looking to expand and make it bigger and better.

Mr. Grim stated that they held two job fairs this past year in southeast Fresno at their office partnering with the Economic Development Corporation (EDC). They had over 26 businesses out there and agencies for their job fair. They had over 800 people come through their doors. According to the EDC, it is the first time a job fair has ever been done in the southeast Fresno area and because of that, they helped enable 50 people to get jobs. That is a great thing and they are always looking to expand and do more, especially here in Madera County.

Mr. Reyes thanked Mr. Grim. Mr. Reyes stated that the next thing they wanted to share with the Council is a study that was made by United Way of California. He noted that a lot of the local United Way's within California helped to pay for this research study. It is called the Real Cost Measure in California. What it does is it estimates the amount of income that is needed to meet the basic needs of a family or a single person for a given household in a particular community. They did this all over California but they also have subsets of counties. What they have shared with the Council this evening are the numbers for Madera County. He advised that the real cost measure is what it costs to have those basic essential needs that would allow them to pay for their housing, food, transportation, healthcare, taxes and childcare. If they look at the study, what it shares there is the total households below the real cost measure in this County would be \$12,445. The percent of households below the real cost measure would be 39% of the households. The percent of households below the real cost measure which have at least one working adult would be 94% because a lot of times some people have the misconception that the people that are in these situations, they don't have anyone working. They don't take into consideration the working poor because if they are working at minimum wage, really a lot of times it would take a family two and one-half jobs at minimum wage just to maintain that real cost measure. He advised these are things that they share with the Council. He shared the website with them and noted that if they go into that website, it is very interactive. They had one of the authors of the study come to Fresno County to do a presentation and he was able, through this interactive display, to actually look at different zip code areas and areas of Fresno County where you could see pockets of poverty. He was able to point out, for instance, they tend to think of Clovis and Fresno County as very affluent but there were pockets within the Clovis sphere of influence or city limits that were low poverty. He noted that it is interesting to see where that aligns. He added that a lot of it was intuitive for them. They kind of thought that was but, when you actually see it based on the real data then it was pretty interesting. He advised they would leave the handout for the Council to look at.

Mr. Reyes stated that when they are doing a presentation on how people can participate, a lot of times people think they (the United Way) are just there to ask them to contribute money. He noted that certainly as a non-profit they would like to have that kind of support but, they are also there to encourage people to help out in their community so volunteering, volunteering tutor, volunteering to read to kids, to help clean up in their community, helping to feed the hungry and the homeless, collecting food for food pantry, helping to plant a community garden and then of course, giving to non-profit organizations.

Mr. Reyes stated that they looked at the monies that they get and how that affects the programs that they can offer and how that affects the lives within their community. They wanted to let people know when they donate that if you donated \$10 that gets a backpack and school supplies for a student in need. If you donate just \$1, that allows them to purchase two books to get in the hands of kids. \$10 gets emergency food and shelter to a family in crisis through their 211 program. \$1 gets a family off of government

assistance through their VITA and earned income tax credit program. \$10 powers the only call center that helps with everything from domestic violence to human trafficking and \$1 helps the survivor of human trafficking permanently remove the tattoo from a trafficker, that sign of ownership.

Mr. Reyes stated they will end with that and thanked the Council for allowing them to present to them. He offered to answer any questions.

Mayor Poythress thanked Mr. Reyes.

Council Member Holley stated he is so glad to see the United Way come back to Madera. They used to have this program years ago run by a lady by the name of Barbara Roach. When he looked at her, pointing to Ms. Callahan, she reminded him of Barbara when she just started out doing the United Way program. He added that they will see that they will really fit the mark here in Madera. He noted that they are so glad to see the United Way reopen this program back to the City. He added if there is anything he can do to assist them to please give him a call.

Mr. Reyes thanked Council Member Holley and stated his appreciation.

Council Member Oliver stated that last year they read that over \$2 million was left on the table from high school students and their families with regard to FAFSA (FREE Application for Federal Student Aid) funding for just not applying. He added that he along with Madera County Board of Supervisor Brett Frazier are looking at doing a FAFSA workshop. He is hoping to get more folks enrolled so they are looking at tax accountants, business financial professionals and any other community organization that they might be able to partner with. He wondered if their VITA program would be able to step in and help as well with something like that.

Ms. Her replied absolutely. She added that they are actually partnered also with the State Controller's Office to work with FAFSA involvement and to get their low income families and their disadvantaged families to enroll especially their children.

Mayor Poythress thanked them. He added that it is wonderful that they have one of their colleagues as a director. He is sure that with that connection that they will be able to partner in many things including what Council Member Oliver and Supervisor Frazier are working on.

## **E. ADMINISTRATIVE REPORTS**

### **E-1 Discussion and Request for Direction on Council District 1 Vacancy**

City Attorney Brent Richardson stated that in the wake of the vacancy left by former Councilmember Bompreszi's resignation. He advised that it used to be that there were three options where the Council could either appoint for the remainder of the term, call a special election, or do nothing until the next general election. He noted that the law has changed a little bit since they dealt with this prior and now what they are basically left with is essentially two options. One is to either appoint until the next general election which in this case would be June or to just call an election which would put them at the same spot without appointing. Basically they are down to those two options again. Staff is looking for direction as to where the Council wants to go. He added that obviously the appointment would be for a very short time so that is obviously a consideration but essentially, one of those two options will fill the vacancy. Mr. Richardson added that at the general election, the person who would be elected to that seat would fill the remainder then of the term which he thinks terminates in 2018 and then at that point, the position would be reelected so it wouldn't serve a full four year term. That keeps everything on the stagger that is currently done.

Mayor Poythress stated it is too bad the law changed because the last time they had to appoint somebody they really scored.

Council Member Medellin thanked Mayor Poythress for that.



Mayor Poythress stated if they didn't have to go to an election so soon, he would definitely be supporting an appointment but, it is almost as if they go through the appointment process and they blink and it is time to elect somebody. He probably would support just waiting until the special the special election in June. He asked for thoughts from the Council.

Mayor Pro Tem Rigby agreed with Mayor Poythress 100%. He thinks that allowing the voters of District 1 to make that decision is in the best interest of the City. He thinks that they are looking for somebody to fulfill a three year term. He would be more for an appointment if he felt the term was going to be over sooner but he thinks three years is a long time. He thinks that it is only proper that they as Council make the opportunity for the citizens of District 1 to make that decision as to who will represent them as a voice on the Council.

Council Member Medellin agreed but, he has a couple of concerns. He advised that normally there is a filing date and things of that nature. If they are asking somebody to run a campaign that too, time is of the essence. He asked if somebody can enlighten him on when those deadlines are to file. Do those close?

Mr. Richardson replied that he caught him off guard. He doesn't know what the filing deadline is. He noted they are on a pretty tight leash to call the election so he doesn't think they would be left without a whole lot of time.

Council Member Medellin stated that it would be very soon.

City Clerk Sonia Alvarez agreed that it would have to be very soon. She added that as soon as the Council approves calling the election, which would be scheduled at the next regular meeting. That information would be sent over to the Elections official. She added that she does not know the exact timelines but is fairly certain that she would probably put out a notice almost immediately.

Council Member Medellin added that due to the circumstances, those dates are not subject to any sort of adjustment or amendment because of what they are doing under the special circumstance.

Ms. Alvarez stated that the Council has the 60 days to make a decision of what to do and then of course, because of the timeline, the established date would be in June.

Mayor Poythress asked if there are any other questions or comments. None were given.

Mayor Poythress stated that based on comments if staff kind of got direction.

Mr. Richardson replied that he senses that they are not going to go through the appointment process so Council direction is to have staff bring back the item back to formally call the election in June.

Council concurred.

## **F. COUNCIL REPORTS**

### **F-1 Mayor's Appointment of Council Representatives to Fill Vacancies on Other Agency Boards**

Mayor Poythress stated that one that is not on here but it has to be apparently appointed by Air District Special City Selection Committee would be the appointment to the San Joaquin Valley Unified Air Pollution Control District Governing Board. He asked if we know when that might occur.

City Clerk Sonia Alvarez replied that she does not have any information on that. She knows that the Special City Selection Committee will need to call a meeting and at that point they would discuss the vacancy. She added that she is not certain how that timeframe works.

Mayor Poythress asked if that would be within Madera County.

Ms. Alvarez responded that they have a process in place. All the cities that are in the region, they have what they call a small city rotation based on population and then they have a large city rotation. It is a pretty complex process that they go through.

Council Member Robinson commented that the League of Cities, at the membership meeting, they will vote on it. He added that they have two cities in Madera County, Chowchilla, Madera then Kings County. He thinks they have four. So it is those two counties and then they will vote on it. They submit their applications.

Mayor Poythress thanked Council Member Robinson for the clarification.

Mayor Poythress announced that they would go on to the appointments that can be made.

Mayor Poythress made the following appointments to fill the vacancies.

COMMITTEE	APPOINTMENTS
<b>Central California Women's Facility (CCWF) Citizens Advisory Board</b>	Primary: Derek Robinson (eff. 1/20/16) Alternate: Donald Holley (eff. 1/20/16)
<b>Madera County Transportation Commission (MCTC)</b>	Primary: Robert Poythress Primary: Andrew Medellin Alternate: Charles Rigby (eff. 1/20/16)
<b>SJVAPCD SPECIAL CITY SELECTION COMMITTEE</b>	Primary: Derek Robinson (eff. 1/20/16) Alternate: Will Oliver (eff. 1/20/16)

Ms. Alvarez advised that she would notify those agencies of the appointments.

#### Other Council Reports

Council Member Robinson reported that he attended the Martin Luther King Day Celebration at Martin Luther King (MLK) Middle School and added that it was a nice presentation. He noted that Superintendent Ed Gonzalez gave a history lesson.

Council Member Holley reported that he also attended the Martin Luther King Jr. Local Host Committee. He thought he was the speaker there for a minute. He noted that it was a very nice event that came out of it.

Council Member Holley stated that they still need brothers and fathers and big brother program for their Big Brothers Big Sisters. They are trying to get folks to really step up to the plate. They are also looking for folks who like to mentor the kids. He noted that if you talk about it, it should be about it. That is what his pastor says so he is still trying to advocate that to keep rolling from the NAACP.

Council Member Holley reported that today he went to a meeting where they talked about tobacco. They are trying to find people that would like to serve on the subcommittee. They are trying to find different agencies that would like to come and be a part of it, to promote it to see how they can talk to people about it and get it out. He added that on March 16<sup>th</sup> they are going to have a program out there called Kick Butt Day and that is to make sure that they can, not kick nobody's butt, but kick the butt habit of smoking cigarettes and that is what it really narrows down to.

Council Member Oliver reported that he had the pleasure of attending a grand opening for Universal Solutions. They are a credit counseling business in District 3 here in the City so he was really proud to attend that.

Council Member Oliver stated, kind of as a report and a complaint, he is playing on a basketball team with their Parks Recreational League along with Councilman Rigby and Mayor Poythress. He doesn't know but, there is a recreational and a competitive league and the guys in this rec league are doing 360 slam dunks.

He added that in all honesty it has been fun to be on the other side and being a participant in their Parks program. He just wanted to report on that and added that it has been a great deal of fun.

Mayor Poythress commented to Council Member Oliver that he would be there next Monday.

Mayor Poythress reported that last Thursday he was able to attend one of the regularly scheduled quarterly CAL COG (California Association of Councils of Governments) meetings in Sacramento. He was able to get some interesting information about how CAL COG works for the MPO's (Metropolitan Planning Organizations).

Mayor Poythress reported that he along with Council Member Medellin and Council Member Oliver attended the neighborhood watch meeting. He advised that it was a really, really good meeting. They had a chance to get the information out. He heard from some of the participants that they wished it would have been maybe about a half hour less in content because their brains got full but it was a very, very good outcome. They had a packed house so it was really a good event.

Mayor Poythress reported that this afternoon they had a Madera County Transportation Commission meeting. He noted that some of the discussion they would call robust. It was interesting because typically Caltrans people don't get very emotional but Council Member Medellin was able...he had that special gift of being able to elicit some emotion from one of the Caltrans people.

Council Member Medellin stated that he ticked him off.

Mayor Poythress noted it was for a good reason. He clarified that it is in regards to some overruns on their overpass project. It was a very good meeting.

#### **G. CLOSED SESSION**

##### **G-1 Closed Session Announcement – City Attorney**

City Attorney Brent Richardson announced that the Council will adjourn to closed session pursuant to Government Code §54956.9 to discuss conference with legal counsel, existing litigation as described under item G-2.

The Council adjourned to closed session at 7:09 p.m.

##### **G-2 Conference with Legal Counsel – Existing Litigation.** Subdivision (d)(1) of Government Code §54956.9

One case: Lavon Coles v. City of Madera  
MCV 070152

##### **G-3 Closed Session Report – City Attorney**

The Council returned from closed session at 7:19 p.m. with all members present.

City Attorney Brent Richardson announced that the Council met in closed session pursuant to Government Code §54956.9 to discuss conference with legal counsel, existing litigation as described under item G-2, and reported that no reportable action was taken.

#### **ADJOURNMENT**

The meeting was adjourned by Mayor Poythress at 7:20 p.m.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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

---

SONIA ALVAREZ, City Clerk

---

ANDREW J. MEDELLIN, Mayor

City of Madera

Council Meeting Of	January 4th, 2017
Agenda Item No.	<u>B-2</u>

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 01/04/2017

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

December 13th, 2016 to December 27th, 2016

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

General Warrant:	11491-11706	\$ 1,215,420.02
Wire Transfer	Union Bank Payroll and Taxes	\$ 619,556.40
Wire Transfer	SDI	\$ 1,855.23
Wire Transfer	Cal Pers	\$ 0.00

Respectfully submitted,



Tim Przybyla  
Financial Services Director

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT**  
**December 27th, 2016**

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
11491	12/15/2016	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR DECEMBER 2016	833.16
11492	12/15/2016	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
11493	12/15/2016	AT&T	11/16 CALNET 3 SVS 9391026414	547.81
11494	12/15/2016	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	320.00
11495	12/15/2016	CALIFORNIA DEPT OF FISH AND WILDLIFE	CDFW FEE - ROUTINE MAINTENANCE #1600-2015-0112-R4	281.00
11496	12/15/2016	CBCINNOVIS, INC	ACCESS FEE	16.00
11497	12/15/2016	CITY OF MADERA	12/16 UTILITIES ACCT# 003040441-0	290.01
11498	12/15/2016	CITY OF MADERA	12/16 UTILITIES 703 SHERWOOD WAY	159.41
11499	12/15/2016	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 637061	225.00
11500	12/15/2016	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 5912011	150.00
11501	12/15/2016	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 12/16/16 PAYROLL	1,116.53
11502	12/15/2016	CUTTONE & MASTRO CERTIFIED PUBLIC ACCOUNTANTS	GROUNDWATER JPA AUDIT SERVICES	2,000.00
11503	12/15/2016	DATAPROSE, LLC	ENVELOPES FOR CITY	3,181.68
11504	12/15/2016	GOLDEN STATE FLOW MEASUREMENT INC.	REPAIR AS REQUESTED	17,183.28
11505	12/15/2016	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	521.00
11506	12/15/2016	JAKUSZ PROPERTY MAINTENANCE	NOVEMBER 2016 MONTHLY MAINTENANCE	1,726.50
11507	12/15/2016	JAKUSZ PROPERTY MAINTENANCE	NOVEMBER 2016 MONTHLY MAINTENANCE	4,415.50
11508	12/15/2016	KER'S GAS & LUBE, INC.	PD CAR WASHES	269.50
11509	12/15/2016	LEE'S CONCRETE	CONCRETE POUR - 420 AVIATION DR	710.78
11510	12/15/2016	LEGACY K9 INC.	BI-MONTHLY MAINTENANCE TRAINING	577.77
11511	12/15/2016	LIEBERT CASSIDY WHITMORE	LEGAL FEES	1,571.50
11512	12/15/2016	M A C E A	DECEMBER 2016 MONTHLY DUES	24.00
11513	12/15/2016	M P O A	DECEMBER 2016 MONTHLY DUES	6,682.48
11514	12/15/2016	M.C.E.A.	DECEMBER 2016 MONTHLY DUES	405.00
11515	12/15/2016	MADERA CO. ENVIRONMENTAL HEALTH DEPT	WWTP ANNUAL HAZ MAT FEE	1,359.50
11516	12/15/2016	MADERA COUNTY AUDITOR-CONTROLLER	LAFCO CONTRIBUTION - FISCAL YEAR 2016-2017	22,329.88
11517	12/15/2016	MADERA COUNTY TREASURER	OCTOBER 2016 PARKING PENALTIES	126.00
11518	12/15/2016	MADERA IRRIGATION DISTRICT	MADERA GROUNDWATER AUTHORITY - CLERICAL SERVICES	1,000.00
11519	12/15/2016	MADERA TRIBUNE	DEC. PC MEETING - 10 DAY NOTICE	90.00
11520	12/15/2016	MOTOROLA SOLUTIONS INC.	Radio Communication Equipment;	8,430.80
11521	12/15/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 12/16/16 PAYROLL	7,576.20
11522	12/15/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 12/16/16 PAYROLL	2,365.90
11523	12/15/2016	OPERATING ENGINEERS, LOCAL #3	DECEMBER 2016 MONTHLY DUES	308.00
11524	12/15/2016	PATRICIA YBARRA	PARK DEPOSIT REFUND	50.00
11525	12/15/2016	PHOENIX GROUP INFO SYS	CITATIONS OCTOBER 2016	203.70
11526	12/15/2016	ROBINSON, DEREK	LOCC DIVISION EXECUTIVE BOARD MTG MILAGE 11/17/16	72.25
11527	12/15/2016	ROCKWELL ENG. & EQ. CO.,INC.	MACHINERY AND HARDWARE, INDUST	10,951.95
11528	12/15/2016	RON'S TOWING & ROAD SERVICE	TOW SVS	45.00
11529	12/15/2016	TESEI PETROLEUM INC.	FUEL	446.75
11530	12/15/2016	THE ARC FRESNO	CITY CAN ORDERS NOVEMBER 2016	1,422.91
11531	12/15/2016	THRIVE FITNESS	DECEMBER 2016 MONTHLY DUES	52.00
11532	12/15/2016	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 12/16/16 PAYROLL	21,977.53
11533	12/15/2016	VETERINARY EMERGENCY SERV., INC.	VETERINARY SVS	221.00
11534	12/15/2016	WILLDAN FINANCIAL SERVICES	COMMUNITY FACILITIES DISTRICT ADMINISTRATION	1,515.00
11535	12/15/2016	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	47.42
11536	12/16/2016	NOLAN MCGUIRE CONSTRUCTION	CALHOME OOR 12-08 / 920 SONORA, PROG PMT #1	18,982.00
11537	12/23/2016	ADMINISTRATIVE SOLUTIONS INC.	CITY PD RETIREE PRESCRIPTION BILL 01/01- 02/01/17	159.80
11538	12/23/2016	AMERICAN BUSINESS MACHINES	REMAINING BALANCE FROM INVOICE #291652	8.15
11539	12/23/2016	BANK OF NEW YORK MELLON	TRUSTEE FEE- SPECIAL TAX BONDS 2006	6,338.80
11540	12/23/2016	ACCURATE GLASS	CANCELLED BUSINESS LICENSE	148.00
11541	12/23/2016	SYNTROL PLUMBING	CANCELLED PERMIT- REFUND FEES	132.94
11542	12/23/2016	BSN SPORTS	T-BALL EQUIPMENT	474.70
11543	12/23/2016	BUGGY SHOWER CAR WASH	GAS FOR 12/11 PATROL, TESEI PUMPS DOWN	208.15
11544	12/23/2016	BURNS, KARYN	MILEAGE FOR TRAINING 11/13/16- 11/18/16	176.58
11545	12/23/2016	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS	44.77
11546	12/23/2016	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	HEAT DETECTOR/ THERMAL GUN	102.16
11547	12/23/2016	CHICAGO TITLE	LOAN POLICY	100.00
11548	12/23/2016	CITY OF CHOWCHILLA	MGA FINAL DISBURSEMENT	1,621.50
11549	12/23/2016	CITY OF MADERA	MISAPPLIED TO BL- APPLY TO UB #4390051	3,277.77
11550	12/23/2016	CONCENTRA MEDICAL CENTERS	DOT TESTING	123.00
11551	12/23/2016	CROXEN, MARIANNE	REIMBURSEMENT FOR GAS 10/05/2016	28.48
11552	12/23/2016	CSJVRMA	3RD QTR LIABILITY WC & BTA	469,232.00
11553	12/23/2016	DIAMOND COMMUNICATIONS	SEWER LIFT STATION ALARM MONITOR	141.00
11554	12/23/2016	DOWNTOWN FORD SALES	F250 PICKUP REGULAR CAB	25,166.31



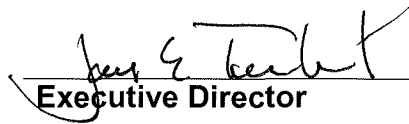
11555	12/23/2016	E & M ELECTRIC & MACHINERY, INC.	INTOUCH WONDERWARE TRAINING	6,000.00
11556	12/23/2016	GILL INVESTMENTS, INC.	BOND RELEASE FOR ENCROAMT PERMIT 4982	500.00
11557	12/23/2016	FCS INTERNATIONAL INC.	R-000037 RAYMOND RD. SHOULDER	9,850.00
11558	12/23/2016	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 12/01/16- 12/15/16	7,631.25
11559	12/23/2016	FIRST TRANSIT INC.	FIRST TRANSIT NOVEMBER 2016	77,454.73
11560	12/23/2016	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	ADC MEALS NOVEMBER 2016	419.04
11561	12/23/2016	GEIL ENTERPRISES, INC.	DECEMBER 2016 CUSTODIAL SERVICE	16,978.16
11562	12/23/2016	GOLDEN STATE FLOW MEASUREMENT INC.	LOGIC UPGRADE METERING SYSTEM	21,375.00
11563	12/23/2016	J.P. COOKE CO.	DOG TAGS	122.54
11564	12/23/2016	LEE'S CONCRETE	CONCRETE POUR	710.78
11565	12/23/2016	LIEBERT CASSIDY WHITMORE	LEGAL FEES	20,474.50
11566	12/23/2016	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
11567	12/23/2016	MADERA CO. ENVIRONMENTAL HEALTH DEPT	ANNUAL PERMIT FEES	478.00
11568	12/23/2016	MADERA COUNTY	MGA FINAL DISBURSEMENT	3,243.00
11569	12/23/2016	MADERA IRRIGATION DISTRICT	MGA FINAL DISBURSEMENT	1,621.50
11570	12/23/2016	MADERA REDEVELOPMENT AGENCY	REIMBURSE SA FOR DEPOSITS PUT INTO CITY ACCT	10,715.42
11571	12/23/2016	MADERA TRIBUNE	PH 12/21/16- LOVES TRAVEL CENTER	701.92
11572	12/23/2016	MOORE TWINING ASSOCIATES, INC	REMAINING BALANCE FROM INVOICE #0047783	33.75
11573	12/23/2016	LAW OFFICES OF GREGORY L. MYERS	LATEEF V. CITY OF MADERA (STATE)	1,643.00
11574	12/23/2016	OFFICE DEPOT	REPLACEMENT ARM FOR CHAIR	21.60
11575	12/23/2016	ONTRAC	OVERNIGHT SHIPPING	7.18
11576	12/23/2016	WOODS, KIANA	REFUND PAYMENT MADE TO WRONG ACCOUNT	77.05
11577	12/23/2016	P G AND E	11/16 SVS 1598348280-1	70.54
11578	12/23/2016	PACIFIC GAS & ELECTRIC	11/16 SVS 3533032414-2	148,257.58
11579	12/23/2016	PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION	272.00
11580	12/23/2016	PECK'S PRINTERY	COUNCIL NAME PLATES MTGS	44.38
11581	12/23/2016	PIERCE CONSTRUCTION	REMOVE AND REPLACE DAMAGED ASP	4,739.51
11582	12/23/2016	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	535.47
11583	12/23/2016	POLYDYNE INC.	SLUDGE DEWATERING POLYMER FOR	4,123.44
11584	12/23/2016	PRINTASAUROS	SOFTBALL CHAMP SHIRTS	230.25
11585	12/23/2016	PROFORCE	Previous PO #8342 in Mais - =	10,789.20
11586	12/23/2016	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PD RETIREE MEDICAL BILL 01/16 CHUMLEY	175.00
11587	12/23/2016	ALISO WATER DISTRICT	MGA FINAL DISBURSEMENT	1,621.50
11588	12/23/2016	CHOWCHILLA WATER DISTRICT	MGA FINAL DISBURSEMENT	1,621.50
11589	12/23/2016	GRAVELLY FORD WATER DISTRICT	MGA FINAL DISBURSEMENT	1,621.50
11590	12/23/2016	MADERA WATER DISTRICT	MGA FINAL DISBURSEMENT	1,621.50
11591	12/23/2016	ROOTCREEK WATER DISTRICT	MGA FINAL DISBURSEMENT	1,621.50
11592	12/23/2016	SPARKLETTTS	LAB & DRINKING WATER	156.88
11593	12/23/2016	STATE WATER RESOURCES CONTROL BOARD	WWTP ANNUAL PERMIT FEE	34,833.00
11594	12/23/2016	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	8,179.81
11595	12/23/2016	TAMARACK PEST CONTROL	NOVEMBER 2016 PEST CONTROL SVS	510.00
11596	12/23/2016	TESEI PETROLEUM INC.	FUEL	311.85
11597	12/23/2016	TESEI PETROLEUM, INC.	FUEL	324.58
11598	12/23/2016	THALES CONSULTING, INC.	SCO REPORT	400.00
11599	12/23/2016	TOTER INC.	TOTES	1,754.47
11600	12/23/2016	TRI-SIGNAL INTEGRATION, INC.	FIRE EXTINGUISHER TESTING	139.19
11601	12/23/2016	ACTION REAL ESTATE AND CONSTRUCTION	UTILITY BILLING CREDIT REFUND	30.48
11602	12/23/2016	AGUILAR, VANESSA VASQUEZ	UTILITY BILLING CREDIT REFUND	102.92
11603	12/23/2016	ALANIZ, ARMANDO	UTILITY BILLING CREDIT REFUND	204.64
11604	12/23/2016	ANDERSON, LINDA	UTILITY BILLING CREDIT REFUND	55.00
11605	12/23/2016	ARMAS, RIGOBERTO RAMOS	UTILITY BILLING CREDIT REFUND	181.09
11606	12/23/2016	AVILA, ROSA	UTILITY BILLING CREDIT REFUND	127.22
11607	12/23/2016	BAKER, AUBREY K AND STEINAUER, CLAUDIA	UTILITY BILLING CREDIT REFUND	123.65
11608	12/23/2016	BARRIENTOS, MARGARITA	UTILITY BILLING CREDIT REFUND	227.30
11609	12/23/2016	BITTICK, DEBBIE AND PAUL	UTILITY BILLING CREDIT REFUND	35.72
11610	12/23/2016	BOLANOS, MARIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	21.29
11611	12/23/2016	BRODIE BRITTNEY DIREDO CHRISTOPHER	UTILITY BILLING CREDIT REFUND	204.49
11612	12/23/2016	CAMPBELL, EDWARD	UTILITY BILLING CREDIT REFUND	150.00
11613	12/23/2016	CASTANEDA, FRANCISCO AND MICHELLE	UTILITY BILLING CREDIT REFUND	145.29
11614	12/23/2016	CASTILLO, MARGARITA	UTILITY BILLING CREDIT REFUND	177.50
11615	12/23/2016	CENTRAL VALLEY CAPITAL	UTILITY BILLING CREDIT REFUND	66.53
11616	12/23/2016	CORONADO, ERICA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.90
11617	12/23/2016	CORPUZ, PATRICIA	UTILITY BILLING CREDIT REFUND	137.29
11618	12/23/2016	CORTES, JOSE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.52
11619	12/23/2016	CRUZ, ROBERT	UTILITY BILLING CREDIT REFUND	6.86
11620	12/23/2016	DIAZ, ARMANDO AND TEODORA DE CARRILLO	UTILITY BILLING CREDIT REFUND	134.95
11621	12/23/2016	DODD, PAUL	UTILITY BILLING CREDIT REFUND	52.04
11622	12/23/2016	DUTROW, RONALD	UTILITY BILLING CREDIT REFUND	40.40

11623	12/23/2016	FLORES ISADOR AND MARCIA JANE CAJIGA	UTILITY BILLING CREDIT REFUND	189.00
11624	12/23/2016	FREITAS, LUCIA	UTILITY BILLING CREDIT REFUND	111.66
11625	12/23/2016	GARCEZ, ALEXSANDRA	UTILITY BILLING CREDIT REFUND	223.46
11626	12/23/2016	GARCIA CARRERAS MARIA VICTORIA AND LOPEZ ALEX	UTILITY BILLING CREDIT REFUND	149.06
11627	12/23/2016	GENDRON-ORTON, CHARLENE & JOSHUA	UTILITY BILLING CREDIT REFUND	65.48
11628	12/23/2016	GOMES, JOHN	UTILITY BILLING CREDIT REFUND	67.39
11629	12/23/2016	GOMEZ, ALVARO	UTILITY BILLING CREDIT REFUND	524.30
11630	12/23/2016	GOMEZ, PAUL AND SUE	UTILITY BILLING CREDIT REFUND	325.13
11631	12/23/2016	GONZALEZ, VANESSA	UTILITY BILLING CREDIT REFUND	150.61
11632	12/23/2016	GREENE, TERESA LYNN	UTILITY BILLING CREDIT REFUND	146.90
11633	12/23/2016	GUTILE, LAURA	UTILITY BILLING CREDIT REFUND	267.08
11634	12/23/2016	HACHTMANN, SHAUN AND COURTNEY	UTILITY BILLING CREDIT REFUND	81.75
11635	12/23/2016	HERNANDEZ, MICHAEL	UTILITY BILLING CREDIT REFUND	314.38
11636	12/23/2016	HIPOLITO, ROSALBA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	114.49
11637	12/23/2016	HOLGUIN, SEAN	UTILITY BILLING CREDIT REFUND	145.42
11638	12/23/2016	HTS L P	UTILITY BILLING CREDIT REFUND	106.06
11639	12/23/2016	HTS L P	UTILITY BILLING CREDIT REFUND	577.76
11640	12/23/2016	HUGHES, PATTI	UTILITY BILLING CREDIT REFUND	187.69
11641	12/23/2016	IBARRA, MARTIN OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	83.16
11642	12/23/2016	ITURRALDE, ANCELMA	UTILITY BILLING CREDIT REFUND	81.53
11643	12/23/2016	JAUREGUI, OCTAVIO	UTILITY BILLING CREDIT REFUND	139.31
11644	12/23/2016	JETT, BETTY M	UTILITY BILLING CREDIT REFUND	123.84
11645	12/23/2016	JOHNSON, BRYAN F	UTILITY BILLING CREDIT REFUND	278.58
11646	12/23/2016	JONES, CHRISTOPHER	UTILITY BILLING CREDIT REFUND	23.27
11647	12/23/2016	KJ WORLDWIDE INVESTMENTS, INC	UTILITY BILLING CREDIT REFUND	226.24
11648	12/23/2016	KOLB, JONI	UTILITY BILLING CREDIT REFUND	160.80
11649	12/23/2016	LUNA, SHIRLEY	UTILITY BILLING CREDIT REFUND	73.81
11650	12/23/2016	MARSHALL, PRINCE W	UTILITY BILLING CREDIT REFUND	80.80
11651	12/23/2016	MARTIN, REBECCA	UTILITY BILLING CREDIT REFUND	147.94
11652	12/23/2016	MARTINEZ, ALFRED	UTILITY BILLING CREDIT REFUND	53.20
11653	12/23/2016	MEDINA, EVELYN	UTILITY BILLING CREDIT REFUND	22.57
11654	12/23/2016	MEEKS, RONALD	UTILITY BILLING CREDIT REFUND	79.57
11655	12/23/2016	MELGOZA, JOSE LUIS LEON OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.41
11656	12/23/2016	MENDOZA HERNANDEZ HILARIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.43
11657	12/23/2016	MONJARAZ-PEREZ, CATALINA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.48
11658	12/23/2016	MORENO, KIMBERLY M OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.43
11659	12/23/2016	NAYLON, JOSEPH	UTILITY BILLING CREDIT REFUND	118.06
11660	12/23/2016	NEWTON PROPERTY MANAGEMENT	UTILITY BILLING CREDIT REFUND	286.16
11661	12/23/2016	NORA AND ASSOCIATES REALTY	UTILITY BILLING CREDIT REFUND	67.43
11662	12/23/2016	NUNEZ, GUADALUPE	UTILITY BILLING CREDIT REFUND	185.05
11663	12/23/2016	ONOFRE MERINO SERGIO	UTILITY BILLING CREDIT REFUND	139.03
11664	12/23/2016	OROZCO, BELINA G OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	66.16
11665	12/23/2016	PACHECO, JOSE ORDAZ	UTILITY BILLING CREDIT REFUND	142.31
11666	12/23/2016	PATINO, ROBERTO R AND RACHEL	UTILITY BILLING CREDIT REFUND	94.04
11667	12/23/2016	PEREZ-HERNANDEZ, ADRIANA	UTILITY BILLING CREDIT REFUND	5.19
11668	12/23/2016	PESTORICH HOLDINGS, LLC	UTILITY BILLING CREDIT REFUND	168.84
11669	12/23/2016	PETERS, JOHN N AND MARY	UTILITY BILLING CREDIT REFUND	39.88
11670	12/23/2016	PRICE, ROBERT OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	103.74
11671	12/23/2016	RAHMAN, OMAR	UTILITY BILLING CREDIT REFUND	38.91
11672	12/23/2016	RAMIRES, RAMON	UTILITY BILLING CREDIT REFUND	73.68
11673	12/23/2016	RAMIREZ SANTIAGO ANTONIO MARCOS	UTILITY BILLING CREDIT REFUND	199.92
11674	12/23/2016	RICE MARY HELEN AND LADDIE D	UTILITY BILLING CREDIT REFUND	164.94
11675	12/23/2016	RIOS, JOSEPH	UTILITY BILLING CREDIT REFUND	122.14
11676	12/23/2016	RUEDA, AGUSTIN	UTILITY BILLING CREDIT REFUND	255.77
11677	12/23/2016	RUIZ, MARIA	UTILITY BILLING CREDIT REFUND	171.89
11678	12/23/2016	SALAZAR, LUCY	UTILITY BILLING CREDIT REFUND	148.16
11679	12/23/2016	SAUNDERS, SUE	UTILITY BILLING CREDIT REFUND	220.83
11680	12/23/2016	SHERN, STACIE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	73.85
11681	12/23/2016	SINGH HARJINDER SANDHU	UTILITY BILLING CREDIT REFUND	105.31
11682	12/23/2016	SINGH, DILBAG	UTILITY BILLING CREDIT REFUND	53.72
11683	12/23/2016	SMITH, SAMANTHA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	103.66
11684	12/23/2016	SOLIS, BRENDA	UTILITY BILLING CREDIT REFUND	90.64
11685	12/23/2016	TAPIA, IRVIN MENDEZ	UTILITY BILLING CREDIT REFUND	156.67
11686	12/23/2016	TARLTON PROPERTIES, LLC	UTILITY BILLING CREDIT REFUND	38.63
11687	12/23/2016	TARTON ESTATE AND ASSET MANAGEMENT	UTILITY BILLING CREDIT REFUND	12.81
11688	12/23/2016	TOSCANA, ELODIA	UTILITY BILLING CREDIT REFUND	6.00
11689	12/23/2016	TREVINO, BROOKE	UTILITY BILLING CREDIT REFUND	83.32
11690	12/23/2016	TUNE, GARY	UTILITY BILLING CREDIT REFUND	58.65

11691	12/23/2016	VALENZUELA, GENOBEB	UTILITY BILLING CREDIT REFUND	214.78
11692	12/23/2016	VALENZUELA, RUBEN OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.40
11693	12/23/2016	VELAZQUEZ, CECILIA	UTILITY BILLING CREDIT REFUND	137.88
11694	12/23/2016	VILLANUEVA, LUPE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	229.27
11695	12/23/2016	VILLASENOR, BLANCA ESTELLA	UTILITY BILLING CREDIT REFUND	150.46
11696	12/23/2016	VILLEGAS, DANIEL	UTILITY BILLING CREDIT REFUND	134.70
11697	12/23/2016	WALLACE, JAMES AND ANITA	UTILITY BILLING CREDIT REFUND	80.87
11698	12/23/2016	WEAVER, KEVIN	UTILITY BILLING CREDIT REFUND	9.32
11699	12/23/2016	WISENER, MECHELLE A	UTILITY BILLING CREDIT REFUND	130.35
11700	12/23/2016	ZECCHINI, R JOHN	UTILITY BILLING CREDIT REFUND	150.17
11701	12/23/2016	ZUNIGA, VANESSA	UTILITY BILLING CREDIT REFUND	45.04
11702	12/23/2016	US BANK CORPORATE PAYMENT SYSTEMS	11/16 CAL-CARD CHARGES	138,404.94
11703	12/23/2016	USC FOUNDATION OFFICE	WATER PURVEYOR MEMBERSHIP ANNUAL FEE	820.00
11704	12/23/2016	VERIZON WIRELESS	CITY CELL PHONE CHARGES NOV 11- DEC 10	4,833.20
11705	12/23/2016	WILLDAN FINANCIAL SERVICES	CFD FEES	472.00
11706	12/23/2016	TRACKER	ANNUAL SUBSCRIPTION FEE	2,820.00
Bank # 1 - Union Bank General Account Total				1,215,420.02

**REPORT TO SUCCESSOR AGENCY  
AND  
SUCCESSOR HOUSING AGENCY  
OF THE FORMER MADERA REDEVELOPMENT AGENCY**

BOARD MEETING OF: January 4, 2017  
AGENDA ITEM NUMBER: B-3  
APPROVED BY:

  
Executive Director

**Subject:** Informational report - The Successor Housing Agency is Notifying the Successor Agency of Future Commitment of 2008A/2008B Tax Allocation Bonds

**Summary:** By way of this report the Successor Housing Agency is notifying the Successor Agency regarding the future commitment of 2008A/2008B Tax Allocation Bonds for Malone Street and Midtown Properties.

**HISTORY/BACKGROUND**

Pursuant to AB1484 Section 34176(g)(1)(A), the entity assuming the housing functions pursuant to this section may designate the use of and commit indebtedness obligation proceeds that remain after the satisfaction of enforceable obligations.

Pursuant to Section 34176(g)(1)(B), the entity assuming the housing functions shall provide notice to the Successor Agency of any designation of use or commitments of funds specified in subparagraph (A) that it wishes to make at least 20 days before the deadline for submission of the Recognized Obligation Payment Schedule to the Oversight Board. The review of these designations and commitments by the Successor Agency, Oversight Board, and Department of Finance shall be limited to a determination that the designations and commitments are consistent with bond covenants and that there are sufficient funds available.

**SITUATION**

By previous action, the Successor Housing Agency notified the Successor Agency that remaining 2008A & 2008B Tax Allocation Bonds would be used for public improvements associated with the following projects:

Riverside Villas

Riverwalk Subdivision

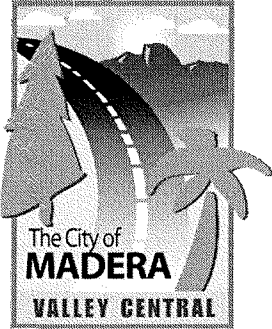
Hunter/Adelaide Subdivision

We are proposing that remaining 2008A and 2008B Tax Allocation Bonds be used to fund public improvements required for the development of the Malone Street and Midtown Properties. The funding request will be included in upcoming ROPS.

**RECOMMENDATION**

This report is for your information only; no action is required.

## REPORT TO CITY COUNCIL



Council Meeting of January 4, 2017

Agenda Item Number B-4

**Approved by:**

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

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

**Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Police Officers' Association Related to Requirements for Waiver of Participation in Health Benefits and Authorizing the City Administrator to Execute the Agreement**

**RECOMMENDATION**

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and the Madera Police Officers' Association (MPOA) and authorizing the City Administrator to execute the agreement.

**HISTORY**

The City and MPOA entered into a Memorandum of Understanding (MOU) effective August 5, 2015 through June 30, 2018. The MOU includes an option for employees to waive participation in the City's health benefits plan with proof of other coverage. Employees who waive participation receive a benefit of \$300 per month.

**SITUATION**

Since implementation of the requirements of the Affordable Care Act, employers have been anticipating clarification and direction on calculating the affordability requirements for plans with an incentivized waiver (which the City's plan has). The Internal Revenue Service (IRS) has finally released regulations regarding how incentivized waivers should be treated. Specifically, unless the City were to comply with requirements to make the incentivized waiver part of an Eligible Opt Out Arrangement, the amount an employee receives for waiving would be counted against the affordability of the City's plan as what could be described as an opportunity cost. To make the City's waiver part of an Eligible Opt Out Arrangement under the IRS regulations, the City must require employees to not only provide proof of other coverage, but also have them attest that the other plan they participate in meets Minimum Essential Coverage (MEC) requirements

of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. The proposed side letter amends the waiver requirements for represented employees to comply with these requirements.

**FISCAL IMPACT**

There is no anticipated fiscal impact.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Labor relations are not specifically addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND  
THE MADERA POLICE OFFICERS' ASSOCIATION  
RELATED TO REQUIREMENTS FOR WAIVER OF PARTICIPATION IN HEALTH BENEFITS  
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, City staff and the Madera Police Officers' Association (MPOA) representatives entered into a Memorandum of Understanding (MOU) effective August 5, 2015 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the Internal Revenue Service (IRS) has released new Regulations relating to how health benefit waiver benefits are treated under the Affordable Care Act; and

WHEREAS, in accordance with the Meyers Milius Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit and reached agreement on a side letter agreement that addresses these new IRS regulations; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The Side Letter Agreement between the City and the Madera Police Officers' Association is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
2. The City Administrator is authorized to execute the Agreement on behalf of the City.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*



**SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF MADERA  
AND THE  
MADERA POLICE OFFICERS' ASSOCIATION**

The parties have conferred, and do hereby agree that Article 24 – Health Insurance as set forth in the Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association is amended to include:

To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, effective January 1, 2017, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department.

No portion of this Side Letter is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

The parties agree to meet and confer regarding these requirements as outlined above should the IRS change or modify its Regulations or should the Affordable Care Act requirements be modified by the United States Government.

This Side Letter Agreement is effective January 1, 2017 and shall remain in full force and effect unless superseded by a new or amended agreement between the parties hereto.

  
\_\_\_\_\_  
Dan Foss, MPOA President

\_\_\_\_\_  
David R. Tooley, City Administrator

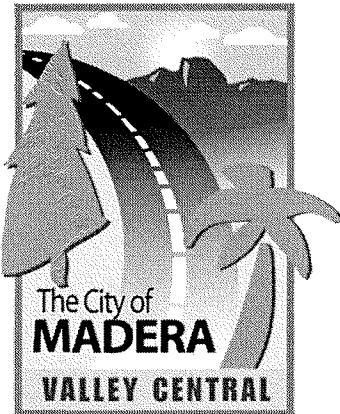
12-29-16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
,MPOA Legal Counsel

\_\_\_\_\_  
Date

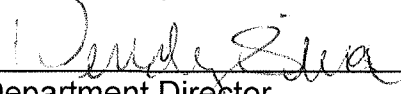
## REPORT TO CITY COUNCIL

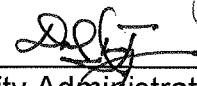


Council Meeting of January 4, 2017

Agenda Item Number B-5

Approved by:

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

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

### **Consideration of a Minute Order Rejecting a Claim filed by Dina Cloeters**

#### **RECOMMENDATION**

It is recommended Council reject the claim filed by Dina Cloeters. The City will send a rejection notice to Ms. Cloeters.

#### **HISTORY**

A claim was filed on November 22, 2016. The claimant alleged that she tripped over a raised sidewalk due to tree roots on Granada Drive and Sunset Avenue. Ms. Cloeters sustained a black eye and a laceration to the right eyebrow which required stitches, bruising on the right side and injury to the right shoulder limiting shoulder movement. She alleged she discontinued her daycare business because of her injuries. She was seeking \$10,000 in damages to compensate her for lost wages, loss of business, pain and suffering, and to pay for her \$1,000 hospital bill. The claim was filed timely and sufficiently.

#### **SITUATION**

Ms. Cloeters alleges that on September 1, 2016, she was walking on Granada Drive when she tripped over a raised sidewalk due to tree roots. She fell forward, hit her head and injured her right side. She sustained bruising on the right side, including bruised ribs. She had a black eye and three stitches over her right eyebrow. Ms. Cloeters also stated she injured her right shoulder because she lost strength in and some mobility in the shoulder. Ms. Cloeters is seeking \$10,000 in damages to compensate her for lost wages, loss of business, pain and suffering, and to pay for her \$1,000 hospital bill.

Suzanne Johnson, AIMS, investigated the claim. Ms. Johnson discussed the matter with City employee John Scarborough, Parks Planning Manager. He advised Ms. Johnson that he received no notice or complaints about the subject tree roots lifting up the sidewalk adjacent to 612 Granada Avenue. He further

stated that the City follows the Streets and Highway Code regarding the maintenance of the trees in the right-of-way, including the sidewalks. Maintenance is the responsibility of the abutting property owner.

Ms. Johnson also spoke with City employee, Bob Mack, Streets and Storm Drainage Operations Manager. Mr. Mack received no prior notice and/or complaints regarding the subject sidewalk but advised he would send someone out to assess the sidewalk and take photos and measurements and write up a scope of repair. He would then send out a Notice of Repair to the property owner and post the notice on the property owner's door along with information about the City's cost sharing sidewalk repair program. If the property owner does not repair the sidewalk within 60 days, the City would repair the sidewalk and send a lien to the property owner.

Based on Ms. Johnson's investigation she found no evidence of negligence and/or liability on the part of the City based upon the lack of prior notice of a dangerous condition. Additionally, the abutting property owner is responsible for maintaining the trees in the right-of-way as well as the sidewalks. Furthermore, Ms. Cloeters shares responsibility for the accident since she should have been aware of an open and obvious condition.

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

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

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

CITY OF MADERA

NOV 22 2016

CLAIM FORM

BY: 36

(Please Type Or Print)

CLAIM AGAINST City of Madera  
(Name of Entity)

Claimant's name: Dina Cloeters Telephone Number [REDACTED]

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

Claimant's address: [REDACTED]

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

Date of incident/accident: 9-1-16

Date injuries, damages, or losses were discovered: 9-1-16, on going

Location of incident/accident: granada dr. + sunset

What did entity or employee do to cause this loss, damage, or injury? tripped over the raised sidewalk from tree roots  
(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)? City of Madera

What specific injuries, damages, or losses did claimant receive? Black eye, stitches, bruising on my right side, right shoulder has limited movement  
(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)] I'm seeking the full amount for \$10,000- There are 25 uprooted sidewalks between Sunset and Riverview, people have  
How was this amount calculated (please itemize)? Hospital Bill \$1,000-, loss wages from  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 11-21-16 Signature: Dina [Signature]

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

6 photos inclosed

complained and nothing gets fixed.

Loss wages From Sep 1, 2016 22 days \$3630-  
Day-Care Oct 17, 2016 11 days @ \$1815-  
I made \$165-a day  
X 5 days of week Total \$5445-  
\$825-a week

I came back from Summer vacation to open my daycare for the school year. I had to continue to postpone my opening up, as it is difficult to lift with my right arm. When it never improved I realized I couldn't continue in my business of 37 years. I called my customers and explained the situation.

At lost wages of \$5445-  
Hospital Bill of \$1000-

Pain & suffering  
closing my business of 37 yrs  
\$10,000- is a small compensation  
for what I went through & continue.  
I choose not to get a lawyer at this  
point, as I don't want the added stress.  
Sincerely Dina Cloeters



Date: 09/01/16  
Account Num: V0202396545  
Med Rec Num: M0003469  
Patient: CLOETERS, DINA LOUISE  
Location: ER  
Physician: Alvarez, Juan A P.A.

---

## **Patient Visit Information**

### **You were seen today for:**

Laceration of right eyebrow

### **Patient Instructions Reviewed**

Laceration (ED)

received 09/01/16 - 1540

### **Activity Restrictions or Additional Instructions**

Follow up in 2 days for a recheck:

Follow up in 5 days to remove the sutures:

Keep the area clean and dry for 2 day:

### **MCH "MyChart" Patient Portal**

Madera Community Hospital is pleased to announce our new patient portal titled 'MyChart.' Please visit "My Chart" to see information contained in your health record and view upcoming appointments.

To access the portal and self-register, follow the steps below:

1. Visit the Madera Community Hospital website at [www.maderahospital.org](http://www.maderahospital.org)
2. At the top of the screen, select the option "For Patients."
3. Click on the "MyChart Self-Enrollment" patient portal link. Self Enrollment is only necessary once. The next time you log into the site select the "MyChart Patient Portal" link.
4. Complete the enrollment questionnaire. Enter your name, date of birth and email.
5. You will also be asked to enter your Medical Record Number which is at the top right corner of this form. The Medical Record number begins with an 'M' and is a seven digit number. Enter both the 'M' and the number (example M0132454) in the space for the Medical Record number.
6. Save the information
7. Go to your private email. You will see an email from [mychart@maderahospital.org](mailto:mychart@maderahospital.org). This email will contain a one-time user name, password and link to the portal.
8. Click on the link to access the portal.
9. Enter your one-time user name, password and security question and click Log-On.
10. Enter your new user name and password.
11. Explore the portal!



1250 E. Almond Avenue  
Madera, CA 93637

AV 01 028641 58743B107 A\*\*5DGT



DINA LOUISE CLOETERS

### Statement of Hospital Services

Statement Date: 11/17/2016

Page 1 of 2

Pay Online: [www.maderahospital.org](http://www.maderahospital.org)

Pay by Phone: (559) 675-5514

#### Account Information

Guarantor Name: DINA LOUISE CLOETERS

Account Number: V0202396545

Primary Insurance: BLUE CROSS OF CA PBP

Secondary Insurance: No Insurance on file

**Please verify your insurance information!**

#### Account Summary

Patient Name: DINA LOUISE CLOETERS

Date(s) of Service: 09/01/2016

Description of Service: EMERGENCY ROOM/EMERGENCY ROOM

Billed Charges to Date	\$1,086.81
Receipts to Date	\$560.77
Adjustments to Date	\$326.04
Refunds to Date	\$0.00
Estimated Insurance Due	\$0.00

<b>Amount You Owe</b>	<b>\$200.00</b>
-----------------------	-----------------

Account Detail is on the reverse.

Credit Department Hours: (559) 675-5514 Monday - Friday, 8:00 am - 4:30 pm

- If you need to speak to us to make payment arrangements or discuss financial assistance, please contact us at the phone number shown above.
- Si usted tiene preguntas sobre su factura, por favor entre en contacto al Departamento de Credito y Colecciones. Al numero de telefono: (559) 675-5514 y presione numero 2. Gracias.

MCH has a Financial Assistance Program for those individuals who do not have the ability to pay for their hospital services. Please contact the MCH Credit Department at (559) 675-5514 for more information.

MCH tiene un programa de Asistencia Financiera para individuos que no tienen recursos para pagar por los servicios. Por favor llame al departamento de credito MCH (559) 675-5514 para mas informacion.

Credit counseling services are available to you from ClearPoint Credit Counseling Solutions at (800) 750-2227 or [clearpointcreditsolutions.org](http://clearpointcreditsolutions.org) and from Consumer Credit at (866) 464-5243 or [consumercredit.com](http://consumercredit.com).

Servicios consejeros sobre credito estan disponibles para usted en ClearPoint Credit Counseling Solutions (800) 750-2227 o [clearpointcreditsolutions.org](http://clearpointcreditsolutions.org) de Consumer Credit (866) 464-5243 o [consumercredit.com](http://consumercredit.com).



Statement Date 11/17/2016

☐ Check here if your address or insurance information has changed.  
Please indicate changes on the back of this page.

MAKE CHECK PAYABLE TO MADERA COMMUNITY HOSPITAL



MADERA COMMUNITY HOSPITAL  
PO BOX 742380  
LOS ANGELES CA 90074-2380

Guarantor Name	Account Number	Date Due
DINA LOUISE CLOETERS	V0202396545	12/02/2016

Amount Now Due  
\$200.00

Amount I Am Paying

\$

Select One

☐ Check Enclosed

☐ Charge



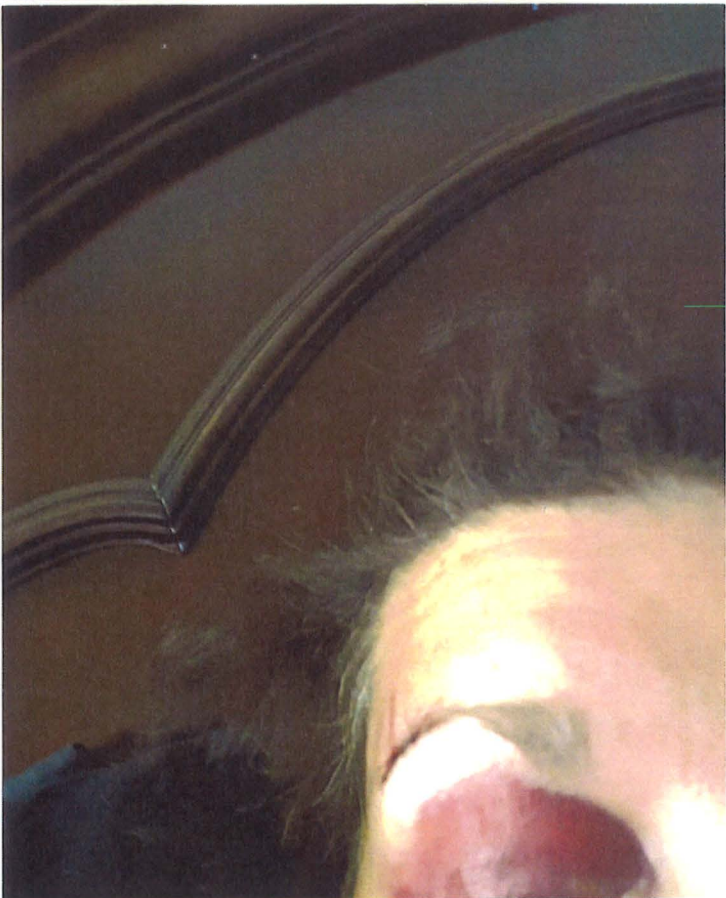
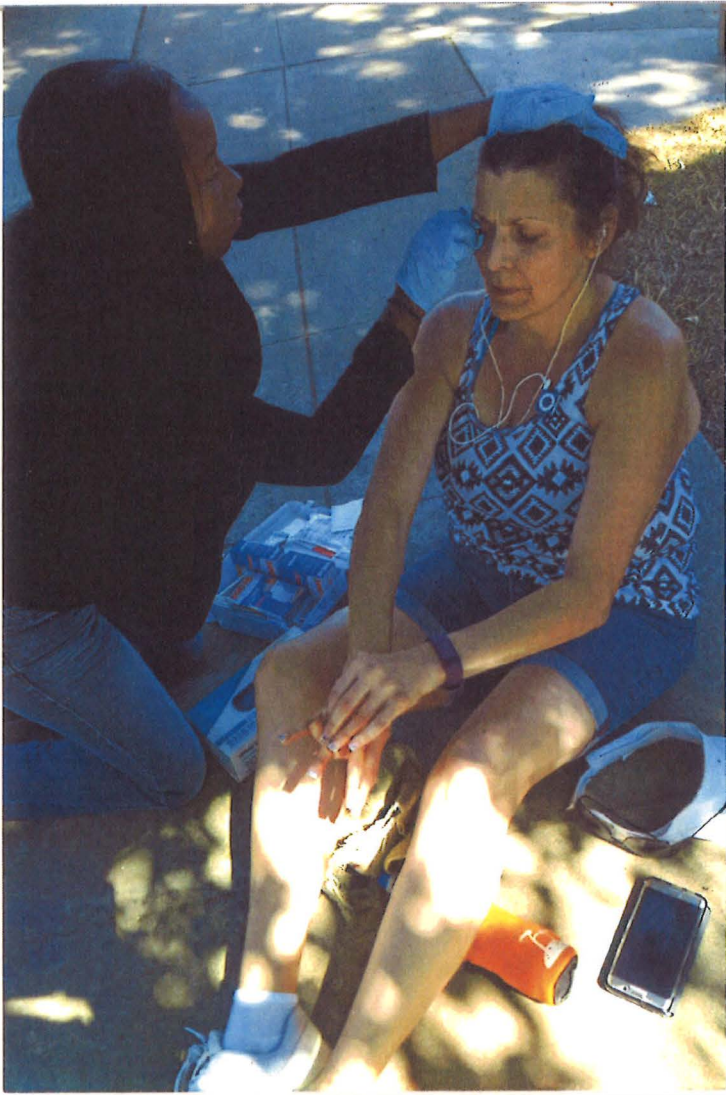
Card #

Exp. Date CVC Code

Print Cardholder's Name

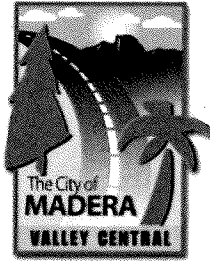
Signature











## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of January 4, 2017  
Agenda Item Number B-6

  
City Administrator

**SUBJECT:** CONSIDERATION OF A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR THOMAS JEFFERSON MIDDLE SCHOOL SAFE ROUTES TO SCHOOL ALONG SUNSET AVENUE, PINE STREET TO SCHNOOR AVENUE PROJECT NUMBER SR2SL 5157-091 CITY PROJECT No. ST 14-06 IN THE AMOUNT OF \$285,182 TO WITBRO, INC. DBA SEAL RITE PAVING AND GRADING, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 15%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

CONSIDERATION OF A RESOLUTION APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2016/17 CAPITAL FUND BUDGET FOR THOMAS JEFFERSON MIDDLE SCHOOL SAFE ROUTES TO SCHOOL ALONG SUNSET AVENUE, PINE STREET TO SCHNOOR AVENUE PROJECT NUMBER SR2SL 5157-091 CITY PROJECT No. ST 14-06, APPROPRIATING MEASURE T ENVIRONMENTAL ENHANCEMENT FUNDS FOR THE CONSTRUCTION CONTRACT, CONTINGENCIES AND CONSTRUCTION INSPECTION/MANAGEMENT

### **RECOMMENDATION:**

1. That the City Council approves Resolutions:
  - a. Approving the award of the contract for the Thomas Jefferson Middle School Safe Routes to School along Sunset Avenue, Pine Street to Schnoor Avenue Project Number SR2SL 5157-091 City Project No. ST 14-06 in the amount of \$285,182 to Witbro, Inc. dba Seal Rite Paving & Grading.
  - b. Authorizing Construction Contingencies of up to 10% of the contract amount as approved by the City Engineer.
  - c. Authorizing Funding of up to 15% of the construction amount for Construction Inspection and Management as approved by the City Engineer.
  - d. Authorizing the Mayor to execute the contract on behalf of the City.
  - e. Approving funding amendments to the City of Madera Fiscal Year 2016/17 Capital Projects Budget.

**Engineering**

## **SUMMARY:**

The funding for the project is being provided by the State of California Safe Routes to School (SR2S) funding program in the amount of \$262,891. The State of California allocated the construction funds effective October 24, 2012, thereby authorizing bidding and award of the project. The matching and supplemental funding will be provided with LTF funds and Measure T Environmental Enhancement funds.

## **DISCUSSION:**

The work, in general, consists of construction of sidewalk, handicap ramps, driveway and alley approaches, minor curb and gutter repair, and the installation of rectangular rapid flashing beacons for Thomas Jefferson Middle School project.

The project has been reviewed by the State Architect's Office for compliance with ADA requirements in the vicinity of the existing schools.

The project received a CEQA (California Environmental Quality Act) categorical exemption.

## **SITUATION:**

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

On October 18, 2016, the City received the three bids listed below:

<u>BIDDER'S NAME</u>	<u>BID SCHEDULE</u>
1. Witbro, Inc. dba Seal Rite Paving & Grading	\$285,182.00
2. Rolfe Construction	\$301,331.00
3. Victor Concrete, Inc..	\$340,920.00
Engineer's Estimate	\$271,860.00

All bids were checked for accuracy of the bid extensions, required bid documents were checked for compliance with requirements of the specifications and the validity of contracting licenses and bid security was also checked. It was determined that Witbro, Inc. dba Seal Rite Paving & Grading has submitted the lowest responsive and responsible bid that meets all the contract requirements.

During the design phase of the project the engineers estimate was increased to include additional items necessary for construction. These items included increased concrete and asphalt cost for transitions to provide an ADA compliant path of travel and additional costs for aggregate base for use in the construction of the concrete sidewalk. The engineer's estimate exceeded the funding allocated for this project. In order to complete the project within the state funding deadline, staff had the option of reducing the scope of work or acquiring additional funding for the project. Due to the high pedestrian traffic on Sunset Avenue, including a high volume of students, it was clear that reducing the scope of work for this project would not be beneficial for the community. In addition to providing a complete pedestrian path of travel from Pine Street to Schnoor Avenue, the City has been granted funds for future projects to continue pedestrian sidewalks from Schnoor Avenue to west of Granada Drive. The goal of these two projects together is to create a complete path of

travel along Sunset Avenue for the students utilizing the schools in the area. In order to achieve this goal, staff acquired additional funding from the Measure T Environmental Enhancement Fund for the Thomas Jefferson Middle School Safe Routes to School along Sunset Avenue, Pine Street to Schnoor Avenue project.

**FINANCIAL IMPACT:**

Funding for project construction was included in the City's FY 2016/17 Budget with \$262,891 coming from Safe Routes to School Fund 41300, Account No. 9120-5110 and \$14,612 from LTF Fund 42000, Account No. 5830-5110. The additional funding in the amount of \$79,000 is currently un-programmed and will come from the Measure T Environmental Enhancement Fund 41570 Account No. 9164-5112. The budget adjustments are described in Exhibit AA, which is attached to the resolution for the Appropriations Adjustments to the City of Madera Fiscal Year 2016/17 Budget.

The construction of the project will not have a financial impact on the City's General Fund.

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

**Strategy 126.0** – This project supports the strategy to create clean and attractive streets that are safe and aesthetically pleasing.

**Strategy 126.6** – Reconstruct existing streets to install sidewalks and ADA ramps.



**RESOLUTION NO. 17-\_\_**

**A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR THOMAS JEFFERSON MIDDLE SCHOOL SAFE ROUTES TO SCHOOL ALONG SUNSET AVENUE, PINE STREET TO SCHNOOR AVENUE PROJECT NUMBER SR2SL 5157-091 CITY PROJECT No. ST 14-06 IN THE AMOUNT OF \$285,182 TO WITBRO, INC. DBA SEAL RITE PAVING AND GRADING, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 15%, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

**WHEREAS**, The City of Madera Engineering Division advertised for bids for the Thomas Jefferson Middle School Safe Routes to School along Sunset Avenue, Pine Street to Schnoor Avenue Project Number SR2SL 5157-091 City Project No. ST 14-06, and

**WHEREAS**, Sealed bids were received and opened by the City Engineer; and

**WHEREAS**, Original funding for project construction is programmed in the City's FY 2016/17 Budget, and

**WHEREAS**, An Environmental Determination approved on October 7, 2014, certified a Categorical Exemption pursuant to CEQA, the project will not have a significant effect on the environment

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

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Division.
3. The City finds that Witbro, Inc. dba Seal Rite Paving & Grading is the lowest responsible and responsive bidder.
4. The contract for the Thomas Jefferson Middle School Safe Routes to School along Sunset Avenue, Pine Street to Schnoor Avenue Project Number SR2SL 5157-091 City Project No. ST 14-06, a copy of which is on file in the office of the City Clerk and which is referred to for more particulars, is hereby approved.
5. Construction contingencies of up to 10% of the contract amount are hereby authorized.
6. Construction Inspection and Management of up to 15% of the contract amount as approved by the City Engineer are hereby authorized.
7. The Mayor is authorized to execute the contract on behalf of the City.
8. This Resolution is effective immediately upon adoption.

\* \* \* \* \*

**RESOLUTION NO. 17-\_\_**

**A RESOLUTION APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2016/17 CAPITAL FUND BUDGET FOR THOMAS JEFFERSON MIDDLE SCHOOL SAFE ROUTES TO SCHOOL ALONG SUNSET AVENUE, PINE STREET TO SCHNOOR AVENUE PROJECT NUMBER SR2SL 5157-091 CITY PROJECT No. ST 14-06, APPROPRIATING MEASURE T ENVIRONMENTAL ENHANCEMENT FUNDS FOR THE CONSTRUCTION CONTRACT, CONSTRUCTION INSPECTION/MANAGEMENT AND CONTINGENCIES**

**WHEREAS**, the Thomas Jefferson Middle School Safe Routes to School along Sunset Avenue, Pine Street to Schnoor Avenue Project Number SR2SL 5157-091 City Project No. ST 14-06; is included in the FY 2016/17 Budget for Capital Projects; and

**WHEREAS**, the City of Madera has authorized the bidding of the Thomas Jefferson Middle School Safe Routes to School along Sunset Avenue, Pine Street to Schnoor Avenue Project Number SR2SL 5157-091 City Project No. ST 14-06; and

**WHEREAS**, the FY 2016/17 Budget Capital Project funding appropriation shall be adjusted according to the attached Exhibit AA; and

**WHEREAS**, amendments to the Capital Fund Budget Fund in addition to the already available funds are necessary for the construction of improvements included in the Thomas Jefferson Middle School Safe Routes to School along Sunset Avenue, Pine Street to Schnoor Avenue Project Number SR2SL 5157-091 City Project No. ST 14-06.

**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 budget of the Capital Fund Budget Appropriating Regional Surface Transportation Program Funds is hereby amended in accordance with Exhibit AA, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



[illegible]

# CITY OF MADERA

**Budget Appropriation : Res.#17- 1/4/2017**

Appropriation Adjustment Fiscal Year 2016/17					
Account Number	Description	FY 2016/17 Budget	FY 2016/17 Actual	FY 2016/17 Encum.	FY 2016/17 Total
THOMAS JEFFERSON MIDDLE SCHOOL	SALES ROUTES TO SCHOOL ALONG SUNSET AVENUE FIVE STREET TO COUNOOD AVENUE				

THOMAS JEFFERSON MIDDLE SCHOOL SAFE ROUTES TO SCHOOL ALONG SUNSET AVENUE, PINE STREET TO SCHNOOR AVENUE										R-
000051										

[illegible]

## AGREEMENT

**THIS AGREEMENT**, made this 4<sup>th</sup> day of January, 2017, between the City of Madera, hereinafter called "**OWNER**", and Witbro, Inc. dba Seal Rite Paving & Grading, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**THOMAS JEFFERSON MIDDLE SCHOOL SAFE ROUTES TO SCHOOL ALONG SUNSET AVENUE, PINE STREET TO SCHNOOR AVENUE PROJECT NO. SR2SL 5157-091 CITY PROJECT NUMBER ST 14-06**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$285,182.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
  - A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid Proposal
  - (D) Bid Bond
  - (E) Agreement
  - (F) Payment Bond
  - (G) Performance Bond
  - (H) Insurance Requirements for Contractors
  - (I) General Conditions
  - (J) Special Conditions
  - (K) State Standard Plans and Specifications ISSUE MAY 2015
  - (L) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**THOMAS JEFFERSON MIDDLE SCHOOL SAFE ROUTES TO SCHOOL ALONG SUNSET AVENUE, PINE STREET TO SCHNOOR AVENUE PROJECT NO. SR2SL 5157-091 CITY PROJECT NUMBER ST 14-06**" dated **SEPTEMBER 2016**. Project Plans prepared or issued by the City of Madera Engineering Department, Explanation of Bid Items, Technical Specifications, City of Madera Standard Specifications and Drawings

Addenda Nos.	<u>1</u>	, dated <u>11/21/16</u>
Addenda Nos.	<u>2</u>	, dated <u>11/30/16</u>
Addenda Nos.	<u>3</u>	, dated <u>12/01/16</u>
Addenda Nos.	<u>4</u>	, dated <u>12/05/16</u>
6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit

specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Four Hundred Dollars (\$400.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the

Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

**CONTRACTOR** agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to

Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

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

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

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

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

Insurance policies shall name the City of Madera as additional insured. The insurance provider shall furnish Owner with general liability coverage provided in the form of an endorsement to the Contractor's insurance as least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).

See Section "INSURANCE REQUIREMENTS FOR CONTRACTOR", **pages 36-46** of the Contract Documents, for additional details as they pertain to the provision of insurance.

18. Amendments- Any changes to this Agreement requested by either City or Witbro, Inc. dba Seal Rite Paving & Grading may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

19. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Witbro, Inc. dba Seal Rite Paving & Grading shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by

the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by Witbro, Inc. dba Seal Rite Paving & Grading;
2. A failure by Witbro, Inc. dba Seal Rite Paving & Grading to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by Witbro, Inc. dba Seal Rite Paving & Grading to City.

In no event shall any payment by City or acceptance by Witbro, Inc. dba Seal Rite Paving & Grading 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 Witbro, Inc. dba Seal Rite Paving & Grading the repayment to City of any funds disbursed to Witbro, Inc. dba Seal Rite Paving & Grading under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera  
Engineering Department  
205 W. 4<sup>th</sup> Street  
Madera, Ca 93637

To the Contractor Witbro, Inc. dba Seal Rite Paving & Grading

Notices. All notices and communications from the Witbro, Inc. dba Seal Rite Paving & Grading shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

20. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

21. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

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

23. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

24. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of Witbro, Inc. dba Seal Rite Paving & Grading hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that Witbro, Inc. dba Seal Rite Paving

& Grading is a duly organized and legally existing corporation in good standing in the State of California.

25. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

26. Sole Agreement- This instrument constitutes the sole and only Agreement between City and Witbro, Inc. dba Seal Rite Paving & Grading in connection to the Project and correctly sets forth the obligations of the City and Witbro, Inc. dba Seal Rite Paving & Grading to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the Witbro, Inc. dba Seal Rite Paving & Grading nor City will assign its interest in this Agreement without the written consent of the other.

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

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.



**IN WITNESS WHEREOF** the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

**City of Madera**  
Herein Called OWNER

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

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

ATTEST:

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

BY: \_\_\_\_\_  
Herein Called CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D. No.

\_\_\_\_\_  
Contractor License Number

\_\_\_\_\_  
DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

## Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

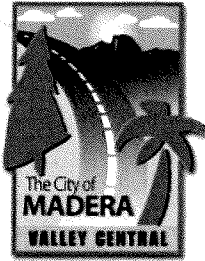
On \_\_\_\_\_, 2017 \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of officer)

personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

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



## REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of January 4, 2017  
Agenda Item Number B-7

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AMENDED AGREEMENT WITH PACIFIC GAS AND ELECTRIC (PG&E) FOR CITY OF MADERA TO RELOCATE A FIRE HYDRANT AT CLEVELAND AVENUE AND "D" STREET AT PG&E EXPENSE**

### RECOMMENDATION:

That the City Council approves Resolution No. 17-\_\_\_\_\_:

1. Approving the amended Agreement with Pacific Gas and Electric Company
2. Authorizing the Mayor to execute the Agreement.

### SUMMARY:

On November 16, 2016, City Council approved an agreement with PG&E relative to their request to reimburse the City of Madera for the cost of relocating a water line and fire hydrant using a contractor selected and compensated by PG&E. Following Council's approval of the agreement, it was determined that there was a misunderstanding between PG&E and the contractor as to what the full scope of work would be to relocate the fire hydrant and make pavement repairs and that an amendment to the initial agreement would be required to account for additional costs of pavement repair. This amendment accounts for the revised costs.

### DISCUSSION:

Following Council's approval of the initial agreement, staff contacted the contractor selected by PG&E to give them notice that they could start relocation efforts. Upon visiting the site, it was noted by the contractor that pavement repair work was greater than what they presented in their original proposal to PG&E. Subsequently, PG&E and the contractor agreed upon a revised scope of work that would include the larger repair area. That cost has been included in the amended agreement. Because this amendment does result in additional City costs, the amendment also includes a modest increase of \$500 to account for said City costs.

As noted in the original report to Council, it was staff's belief that there was a relatively low risk that the City would experience costs that are not covered by PG&E but that such a risk does exist. This amendment serves

### Engineering

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

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

to illustrate that risks do exist. But, given the City's ability to amend the original agreement, staff believes the potential for risk has been reset to the original low level.

**FISCAL IMPACT:**

As structured, it is not anticipated that the General Fund or any other City fund would be negatively impacted by this effort.

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

This effort neither supports nor contradicts any of the actions contained within the Vision Plan.

**RESOLUTION NO. 17-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AMENDED AGREEMENT WITH PACIFIC GAS AND ELECTRIC (PG&E) FOR CITY OF MADERA TO RELOCATE A FIRE HYDRANT AT CLEVELAND AVENUE AND "D" STREET AT PG&E EXPENSE**

**WHEREAS**, the City of Madera has previously agreed to the request by PG&E to hire their selected contractor and manage construction for the purposes of relocating a fire hydrant and PVC water main (the Project); and

**WHEREAS**, the funding for such relocation continues to be provided by PG&E; and

**WHEREAS**, the contractor, West Valley Construction, selected by PG&E has the professional skills and experience to perform the necessary services; and

**WHEREAS**, the amended Agreement with PG&E for relocation of fire hydrant and PVC water main is recommended for approval and a copy of such agreement is on file in the Office of the City Clerk.

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

1. The above recitals are true and correct.
2. The amended Agreement to relocate fire hydrant and PVC water main located at Cleveland Ave. and D Street, Madera, PG&E Project: T-1030 Location O with Pacific Gas and Electric Company for an estimated amount of \$42,070, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



January 4, 2016

City of Madera  
205 West Fourth Street  
Madera, California 93637

Re: Amended Agreement to relocate fire hydrant and PVC water main  
located at Cleveland Ave. and D Street, Madera  
PG&E Project: T-1030 Location O

Dear Sir/Ma'am,

During the Pacific Gas and Electric Company (PG&E) Hydrostatic pressure test T-1030 Location O of Line 118A, it was discovered that a PVC water line and fire hydrant was within one inch of the gas transmission line. The infraction is located at the northwest corner of E. Cleveland Avenue and N. D Street, Madera.

The minimum clearance required from a transmission gas line is 12 inches. The water line and fire hydrant must be relocated at least 12 inches away from the gas line for safe operation and maintenance of both the gas transmission line and water facilities.

PG&E has selected West Valley Construction to perform such work but finds that it must reimburse the City of Madera directly for the costs of such work rather than entering into a contractual agreement with West Valley Construction. PG&E T-1030 Project Manager received an updated bid from West Valley Construction to relocate the fire hydrant and PVC water main and restore the impacted area for the amount of \$36,650.00. The City of Madera invoiced PG&E for \$22,050 on November 17, 2016 based on the original quote from West Valley that excluded restoration. As such, PG&E agrees to reimburse the City of Madera the remaining balance of \$14,600. The City of Madera hereby agrees to issue an encroachment permit to West Valley Construction and agrees to pay West Valley Construction using funds received directly from PG&E upon execution of this agreement. PG&E agrees to further reimburse City for its administrative costs associated with the work, in an amount not to exceed \$2,000 as well as any unforeseen construction costs uncovered during the construction in an amount not to exceed \$5,410. The City will invoice PG&E for such administrative costs and provide reasonable supporting documentation.

West Valley Construction will obtain an encroachment permit from the City of Madera agreeing to all standard requirements contained thereon. On that basis, the City of Madera shall not be required to indemnify, defend, protect and hold PG&E and its officers, directors, and employees harmless against any claims, loss, demands, damages, costs, and liability, including any physical injury to persons and property damage, caused in any way by City of Madera or their Representatives in its performance of City of Madera activities.

This agreement supersedes any and all previous agreements associated with the fire hydrant located at Cleveland Avenue and D Street.

Please acknowledge your acceptance of this agreement by signing and dating below.

Thank you for your cooperation.



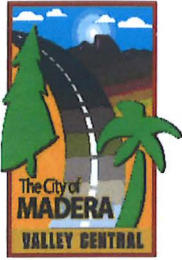
Ed Stracke  
Manager, Strength Test Engineering  
Pacific Gas and Electric Company

City of Madera

By: \_\_\_\_\_

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

Date \_\_\_\_\_



## REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF January 4, 2017

AGENDA ITEM NUMBER B-8

APPROVED BY

  
GRANTS ADMINISTRATOR

  
CITY ADMINISTRATOR

**SUBJECT: Consideration of Resolutions Ratifying and Adopting 2016/2017 Community Development Block Grant Agreements for Services as follows:**

- A. City of Madera Public Works Department for Installation of Solar Powered Street Lights
- B. Pequeños Empresarios, Inc., to Provide Early Childhood Verbal, Written and Entrepreneur Development

### RECOMMENDATION:

Staff recommends Council adopt the Resolutions approving agreements with the Public Works Department and Pequeños Empresarios, Inc. They both received CDBG allocations for FY 2016/2017.

### DISCUSSION:

Council previously allocated Community Development Block Grant (CDBG) funding to various community organizations and City departments at its August 3, 2016 meeting. The Department of Housing & Urban Development (HUD) requires that the city enter into separate agreements prior to supporting their activities. The Council's approval to enter into the necessary agreements will satisfy HUD's requirements for these program activities during FY 2016/2017. 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 2016/2019 Consolidated Plan as follows:

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



**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 431:** Alternative Energy Use: Develop a City plan to promote both governmental and citizen use of alternative sources of energy.

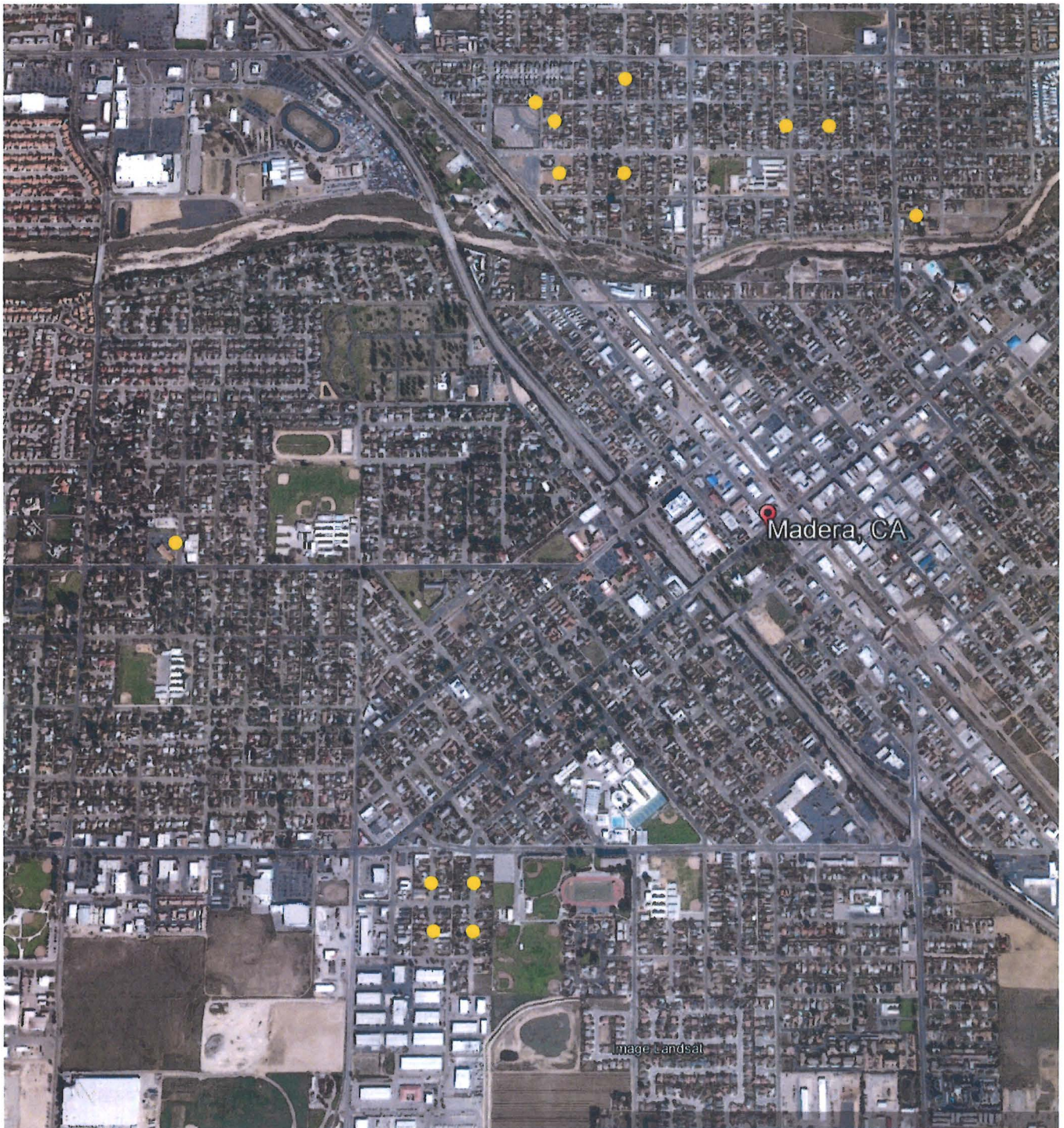
**CDBG 2016/2019 CONSOLIDATED PLAN CONSISTENCY:**

The use of CDBG funds requires the city to meet goals established by HUD. The Pequeños Empresarios provide services to low- to moderate-income children within our community by conducting income testing. The street lights will be installed in areas where percentages of low- to moderate-income persons are equal to or greater than 51 percent. See Exhibit 1 for aerial views of the street lights' locations.

**Table 1**

<b>Attachment</b>	<b>Program</b>	<b>Description</b>	<b>Allocation</b>
<b>A</b>	City of Madera Public Works Department	To purchase and install up to 12 solar powered street lights with LED efficient street lamps in CDBG eligible Census Tracts 5.02 (4 street lights) and 6.02 (8 street lights).	\$100,656
<b>B</b>	Pequeños Empresarios, Inc.	To provide early childhood verbal, written and entrepreneur development.	\$10,000





Davis Court & Bush Street  
816 Columbia Street  
817 Torres Way  
916 Austin Street  
912 Riverside Street  
Grove & Park Streets  
Orchard North of Sunset

1018 Columbia Street  
920 Cutting

## Exhibit 1





Davis Court & Bush Street

- Proposed New Solar Street Lights
- Existing Street Light





816 Columbia Street

● Proposed New Solar Street Lights

● Existing Street Light

**Exhibit 1**

Page 3 of 10





817 Torres Way

● Proposed New Solar Street Lights

● Existing Street Light

## Exhibit 1





916 Austin Street

● Proposed New Solar Street Lights

● Existing Street Light

**Exhibit 1**

Page 5 of 10





912 Riverside Street

- Proposed New Solar Street Lights
- Existing Street Light

## Exhibit 1





Grove & Park Streets

- Proposed New Solar Street Lights
- Existing Street Light

**Exhibit 1**





Orchard North of Sunset

● Proposed New Solar Street Lights

● Existing Street Light

**Exhibit 1**

Page 8 of 10





1018 Columbia Street

● Proposed New Solar Street Lights

● Existing Street Light

## Exhibit 1





920 Cutting Street

- Proposed New Solar Street Lights
- Existing Street Light

## Exhibit 1

**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, RATIFYING AND APPROVING A 2016/2017 COMMUNITY  
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE  
CITY OF MADERA PUBLIC WORKS 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 Public Works Department, to purchase and install solar powered street lights with LED efficient street lamps in CDBG eligible Census Tracts 5.02 (4 street lights) and 6.02 (8 street lights) 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 Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. The Director of Finance is hereby authorized to take such action as is necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, RATIFYING AND APPROVING A 2016/2017 COMMUNITY  
DEVELOPMENT BLOCK GRANT AGREEMENT FOR  
SERVICES WITH PEQUEÑOS EMPRESARIOS**

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 Pequeños Empresarios, Inc., to provide early childhood verbal, written and entrepreneur development 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 Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. The Director of Finance is hereby authorized to take such action as is necessary to implement the terms of the resolution.
4. This resolution is effective immediately upon adoption.



## **AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Agreement is entered into, effective on the date of July 1, 2016.

### **PARTIES:**

The City of Madera, hereafter referred to as "CITY", and the City of Madera Public Works 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 purchase and install 12 solar powered street lights with LED efficient street lamps in CDBG eligible Census Tracts 5.02 (4 street lights) and 6.02 (8 street lights) is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to the installation and/or reconstruction of public facilities and improvements such as, yet not limited to, street lighting; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to purchase and install the solar powered street lights 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<sup>th</sup>) 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 \$100,656.00 in fiscal year 2016-2017. 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, 2016 and shall end its performance June 30, 2017, 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 CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

21. Entire Agreement

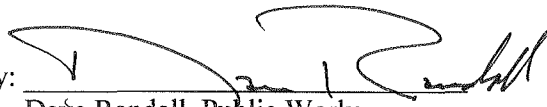
This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this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

**CITY OF MADERA PUBLIC WORKS  
DEPARTMENT:**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By:   
Dave Randall, Public Works  
Operations Director

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

Date: 12/29/16

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

By: \_\_\_\_\_  
Brent Richardson, City Attorney

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

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

CITY OF MADERA  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROJECT PROPOSAL FORM  
2016/2017

DATE SUBMITTED: June 23, 2016

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Public Works Department

Address: 1030 South Gateway Dr., Madera, CA. 93637

Contact Person: Philip Johnson Phone: 559-474-5490

Concurrence: \_\_\_\_\_  
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary:

Public Works is seeking funding in order to provide for the purchase and installation of solar powered street lights with LED efficient street lamps in low income and high crime areas within the City of Madera. The project will occur within CDBG Census Tracts 5.02, 6.01, 6.02, 8 and 9 within those neighborhoods that do not have street lights as part of their current infrastructure and do not have readily accessible points of electrical service to install normal street lights. These street lights will be installed approximately 400 feet apart from each other, whereas typical spacing is 180-220 feet apart, in order to affect a larger area and provide lighting to more areas. Lighting in these areas would be a deterrent to crime and provide safety to pedestrians and motorists that traverse through these areas.

2. Need:

These lower income neighborhoods continue to suffer from a higher rate of crime and graffiti relative to the rest of the City. The installation of these lights would aid as a deterrent to crime and provide an elevated sense of security that positively affects property values. These are older neighborhoods that were developed before there was a consistent city standard for placing street lights. The substandard street lighting condition of these areas needs to be brought up to the same level as afforded to other areas within the City of Madera to help counteract deterioration in the areas and protect people and property values.

The effect of this street lighting project is threefold, it:

1. Decreases the conditions of blight,
2. Offers safety and security for families residing there, and
3. Raises the quality of life by strengthening Madera's neighborhood image.



Estimated cost of project and source of estimate (if available):

The cost to complete this project is estimated at \$100,000

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.  
None

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

The project would begin July 1<sup>st</sup> and be completed within the FY 2016/2017 year. Additionally, the project is expected to meet the goals and outcomes listed below.

5. What measureable goals will your program deliver?

This project has very specific measurable goals in regards to the physical installation of ten to twelve solar street light poles within various CDBG tract neighborhoods.

6. What are the projects expected outcomes? How are the outcomes assessed?

The result of the additional illumination from street lights will help in creating a sense of security to the citizens that live within these areas and is a deterrent to crime. This project will affect a sense of security, strengthening the area's image and potentially reducing crime. Additionally, the project will provide safety to the public and safety personal such as Police and Fire that may have to enter such areas to deal with problems that the lack of street lighting may add to. It is expected to cut down on graffiti and vandalism in the areas as well.

7. What National Objective does your program meet?

Eliminating slums and blight; preventing deterioration of property; and providing needed neighborhood community facilities, principally for persons of low and moderate income.

- Eliminating conditions which are detrimental to health, safety and public welfare through rehabilitation of street lights.
- Eliminating slums and blight; preventing deterioration of property; and providing needed neighborhood community facilities, principally for persons of low and moderate income.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

C. **ENVIRONMENTAL IMPACTS:**

1. Historical:

- a. *How old is the affected structure?* There are no affected structures with this project as the infrastructure currently does not exist.

b. *Will this project affect a historically significant (or potentially historic) structure?* No

2. **Archeological:**

a. *Will this project involve any ground disturbance?* Yes. Minor ground disturbance with the installation of bases for the poles will take place.

b. *If so, how deep will excavation be and what is the volume of earth to be moved?* The excavation could go 6 feet deep depending on the anchor bolts recommended by the manufacturer. Two cubic yards of earth at each pole will need to be removed, replaced and backfilled to City Standards

3. **Water:**

a. *Does this project involve a sewer or water system?* No

**D. PROGRAM ELIGIBILITY:**

*To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.*

1. **Primarily benefits low and moderate-income persons.**

a. **Number of persons served annually:** In the proposed project areas there are approximately 150-200 housing units with an undetermined number of citizens and a City park that is heavily used. As a result, moderate traffic traverses through the area, making the number of people that will benefit from this project exponentially higher.

b. **Service Area:** The two areas being serviced currently fall within currently CDBG low income designated census tracts 5.02, 6.01, 6.02, 8 and 9.

*Number of City residents served annually:* Unknown

*Number of persons with disabilities or seniors served:* Unknown

2. **How will the proposed project prevent or eliminate slums or blight?**

These areas are known for having drug, graffiti, and prostitution activities. With the increased street lighting these activities will not be able to hide under the cover of darkness.

**E. CITIZEN PARTICIPATION:**

Project proposals should include evidence of citizen support for activity.

1. *What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.*
2. *Note complaints that have been received, etc.*
3. *Evidence of collaboration with other agencies within the community.*

**Please see the eligible CDBG Census Tract map below.**

**RETURN AN ORIGINAL AND  
TWO COPIES TO:**

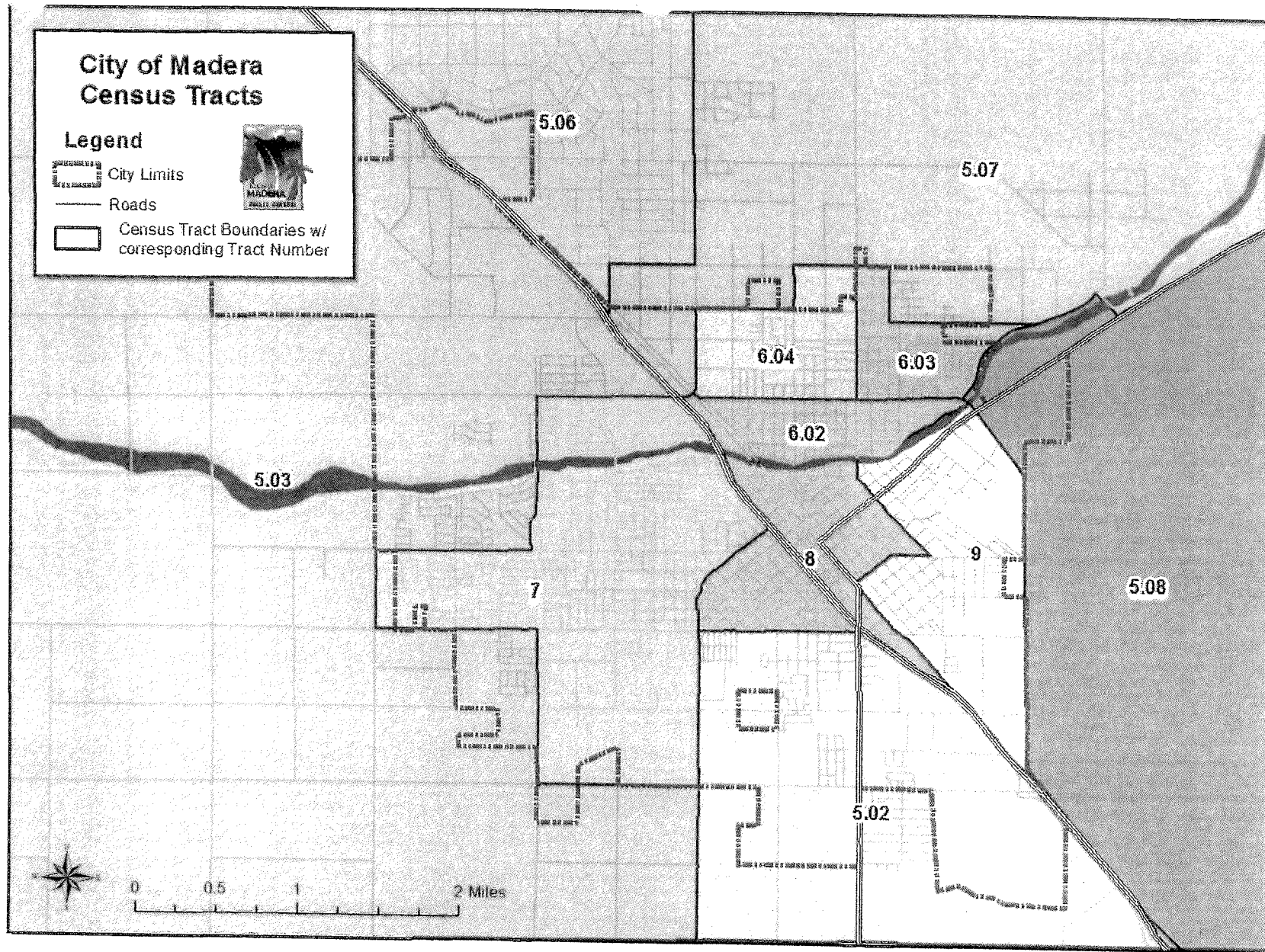
City of Madera  
205 West Fourth Street  
Madera, CA 93637  
Attention: CDBG Administration

**DUE DATE:**

**June 23, 2016, 5:00 p.m.**

**CONTACT PERSON:**

Jorge Antonio Rojas, Program Manager – Grants  
559-661-3693  
[jrojas@cityofmadera.com](mailto:jrojas@cityofmadera.com)



**CITY OF MADERA  
Quarterly Activity Report**

Contract Period: July 1, 2016 to June 30, 2017

NAME OF ORGANIZATION: City of Madera Public Works Department  
1030 S. Gateway Drive  
Madera, CA 93637

PROJECT TITLE: Solar Powered Street Lights Project

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, 2017?

**RETURN ACTIVITY REPORTS BY THE 15<sup>TH</sup> 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](mailto:jrojas@cityofmadera.com)

REPORT PREPARED BY: \_\_\_\_\_

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

# Beta Initial Phase

	PROJECT TASKS	LABOR HOURS	LABOR COST (\$)	TOTAL PER TASK
Labor Costs	Identify key locations and Prep	20.0	\$50.00	\$1,000.00
	Bore Foundations and set Anchors	80.0	\$50.00	\$4,000.00
	Install Poles and Related Equipment	48.0	\$50.00	\$2,400.00
	Make Final Connections, Adjust and Test	48.0	\$50.00	\$2,400.00
	Evaluate	4.0	\$50.00	\$200.00
	<b>Subtotal</b>	<b>200.0</b>	<b>\$250.00</b>	<b>\$10,000.00</b>

		Qty	EQUIPMENT COST (\$)	
Material Costs	Poles and Light Fixtures	8.0	\$5,500.00	\$44,000.00
	Concrete	8.0	\$325.00	\$2,600.00
	Anchors and other Equipment	8.0	\$600.00	\$4,800.00
	<b>Subtotal</b>	<b>24.0</b>	<b>\$6,425.00</b>	<b>\$51,400.00</b>

		Hours	MATERIAL COST (\$)	
Equipment Costs	Crane Service	8.0	\$100.00	\$800.00
	Auger and Bobcat	16.0	\$250.00	\$4,000.00
	<b>Subtotal</b>	<b>24.0</b>	<b>\$350.00</b>	<b>\$4,800.00</b>

Other Costs	Other Miscellaneous Parts and Supplies	2.0	\$152.00	\$304.00
	<b>Subtotal</b>	<b>2.0</b>	<b>\$152.00</b>	<b>\$304.00</b>

<b>Subtotals Beta Phase 1</b>	<b>\$66,504.00</b>
<b>Subtotals Final Phase 2</b>	<b>\$34,152.00</b>
<b>Total (Scheduled)</b>	<b>\$100,656.00</b>

# Final Phase

	PROJECT TASKS	LABOR HOURS	LABOR COST (\$)	TOTAL PER TASK
Labor Costs	Identify key locations and Prep	10.0	\$50.00	\$500.00
	Bore Foundations and set Anchors	40.0	\$50.00	\$2,000.00
	Install Poles and Related Equipment	40.0	\$50.00	\$2,000.00
	Make Final Connections, Adjust and Test	24.0	\$50.00	\$1,200.00
	Evaluate	4.0	\$50.00	\$200.00
	<b>Subtotal</b>	<b>118.0</b>	<b>\$250.00</b>	<b>\$5,900.00</b>

		Qty	MATERIAL COST (\$)	
Material Costs	Poles and Light Fixtures	4.0	\$5,500.00	\$22,000.00
	Concrete	4.0	\$325.00	\$1,300.00
	Anchors and other Equipment	4.0	\$600.00	\$2,400.00
	<b>Subtotal</b>	<b>12.0</b>	<b>\$6,425.00</b>	<b>\$25,700.00</b>

		Hours	EQUIPMENT COST (\$)	
Equipment Costs	Crane Service	4.0	\$100.00	\$400.00
	Auger and Bobcat	8.0	\$250.00	\$2,000.00
	<b>Subtotal</b>	<b>12.0</b>	<b>\$350.00</b>	<b>\$2,400.00</b>

Other Costs	Misc. Unforeseen Items	1.0	\$152.00	\$152.00
	<b>Subtotal</b>	<b>1.0</b>	<b>\$152.00</b>	<b>\$152.00</b>

<b>Subtotals</b>	<b>\$34,152.00</b>
<b>Total (Scheduled)</b>	<b>\$34,152.00</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 CFRE 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](http://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/taprogram.htm](http://www.usdoj.gov/crt/ada/taprogram.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.

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

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

Distribution: W-3-1

## **AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA**

This Agreement is entered into, effective on the date of July 1, 2016.

### **PARTIES:**

The City of Madera, hereafter referred to as "CITY", and Pequeños Empresarios, 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 that a Public Service activity to prepare young children to become entrepreneurs and professional individuals in their adult life, and to improve reading, comprehension, verbal and written communication is eligible for funding under 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 provide early childhood development 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<sup>th</sup>) 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 \$10,000.00 in fiscal year 2016-2017. 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, 2016 and shall end its performance June 30, 2017, 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.

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:

PEQUEÑOS EMPRESARIOS, INC.

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: Leonor Hipolito  
Leonor Hipolito, Executive Director

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

Date: 12-09-16

ATTEST:

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Sonia Alvarez, City Clerk

By: \_\_\_\_\_  
Brent Richardson, City Attorney

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

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



RECEIVED  
3-24-16  
J. Rojas

**CITY OF MADERA  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PUBLIC SERVICE PROPOSAL APPLICATION  
2016/2017**

**AGENCY/PROGRAM INFORMATION**

**DATE SUBMITTED:** 03-24-16

**Legal Name of Agency:** Pequeños Empresarios, Inc.

**Program Name:** Pequeños Empresarios

**Agency Address:** 414 Elm Street

**City/Zip:** Madera, CA 93638

**Telephone:** (559) 718-4801

**Program Director:** Leonor Hipolito

**FAX:**

**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.)

By the end of 2015, Madera, CA had an unemployment rate of 8.7%, which is 2.9% higher than the state percentage of 5.8% and 3.7% higher than the national average of 5.0% (<http://www.homefacts.com/unemployment/California/Madera-County/Madera.html>). This is a trend can not continue if Madera plans on growing and taking its place in California among all the other profitable cities and towns. Empresarios proposes to take an aggressive plan that will prepare young children to become entrepreneurs and professional individuals in their adult life. This goal will be achieved by mentoring these children to become successful business individuals that will have a positive impact in reducing poverty levels in our community.

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

Madera Adult School, State Center Community College District, and Timberline Education Center, LLC. are all educational facilities in Madera, CA that are charged with educating the masses to make Madera profitable.

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

The above programs are all for adults. Our program starts the education early. Our future entrepreneurs get a positive, unequal start on business unlike any other. Unlike the adult programs, our children do not have a lifetime of bad habits to break. Our program will teach proper habits and skills needed to succeed not only in the business world, but in life as well.

## CLIENT POPULATION

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

There are currently 10,247 children in the Madera education system (public and private) from elementary through high school ([www.citydata.com](http://www.citydata.com)). Currently, we are working with young children through elementary school. Our goal is to reach as many children as possible.

---

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

We are currently teaching 25 students one day a week. Upon receiving the \$10,000.00 grant from the CDBG we will be able to continue with the same number of students once a week.

---

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:

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	12						
	Male	13						
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	20%	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	<u>80%</u>	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.

**Children are provided with a questionnaire to analyze their skills. During the course, children receive one-on-one sessions to measure course progress. Through personal testimonials, children are able to validate the impact of the program and describe the impact it has created in their lives. A survey is provided to the children after completing a course to measure its success.**

**(See Attachment A)**

What National Objective does your program meet?

**We will be meeting National objective number one.**

Describe what measurable objectives your program meets?

**Our measurable objectives are met by mentoring these children to become successful entrepreneurs and businessmen by the improvement of reading, comprehension, verbal communication as well as written communication.**

How will your program meet its goals in one year?

**Our goal is to improve their grades and grade point average from the start of the program to the completion of the program. We have many programs in place to meet these objectives including, but not limited to: writing assignments, reports (written and oral), presentations and accountability for ones actions.**

### **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.

**We are a non-profit organization and as such ask the community for support in the form of fundraisers, donations and grants. Currently, all staff members are volunteers interested in our community development.**

**(See Attachment B)**

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).

**We have been successful in obtaining a \$10,000.00 grant from Wells Fargo. Our goal is to reach out to other financial institutions and successful businesses in our community requesting funding for our program.**

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

**(See Attachment C)**

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.

**Currently, the \$10,000.00 grant from Wells Fargo is allocated 50/50 for the cities of Madera, CA and Fresno, CA. Our request for CDBG funds will be dedicated to serve children residing within the city of Madera, CA.**

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

**Children are selected on a first come first serve basis.**

Is income criteria used to establish eligibility for services?

  X   Yes                             No

**(See Attachment D)**

Is a fee schedule used?

       Yes                        X   No

**TO BE INSERTED**

## SPONSORING AGENCY MANAGEMENT

### CORPORATION DIRECTORS:

How often does the Board meet? **Board meetings are held on the last Thursday of every month at 10:30 a.m.**

What was the average number of Board members attending meetings last year? **5**

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

  3   Minimum   7   Maximum

Please provide the following information:

Date of Incorporation: **October 28, 2013**

IRS Employer Number: **45-5640209**

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

**(See Attachment E)**

How often are financial records audited, and by whom?

**Currently there are no audit requirements from Wells Fargo**

Are the treasurer and/or other financial officers bonded?

**No**

If so, for how much? \_\_\_\_\_

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

**N/A**

List any outstanding obligations:

**N/A**



We, the Board of Directors of **Pequeños Empresarios** do hereby resolve that on 02-16, 2016, 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: February 16, 2016

AGENCY NAME: Pequeños Empresarios Inc.  
ADDRESS: 414 Elm Street, Madera CA 93638  
TELEPHONE: (559) 718-4801

By: Leona Hipolito  
President of the Board of Directors

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

By: Leona Hipolito  
Executive Director

**RETURN AN ORIGINAL AND  
TWO COPIES TO:**

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

**DUE DATE:**

**February 19, 2016, 5:00 p.m.**

**CONTACT PERSON:**

Jorge Antonio Rojas, Program Manager – Grants  
559-661-3693  
[jrojas@cityofmadera.com](mailto:jrojas@cityofmadera.com)

# **Attachment A**

How can you make money?

By working in exchange for money, there are many types of jobs depending on the education you have.

---

What does the department of treasures do?

They create coins and they print the bills we use

---

Who has more job opportunities?

The higher the education the higher the earning power and the opportunity to have a better job.

---

Como se gana dinero?

Trabajamos a cambio de dinero hay muchos tipos de trabajos dependiendo de la educacion

---

Qué es el departamento de tesoros?

Crean las monedas se imprimen los billetes que usamos

---

Quienes tienen más oportunidades de trabajo?

Cuanto mayor sea la educacion mayor será el poder de ganancia y mayor es la oportunidad de mejores de trabajo.

---

### **Que es un cheque?**

Es un tipo de cuenta bancaria que le permite poner dinero (depósito), o sacar dinero (retiro).

---

### **What is a check?**

It is a type of bank account that allows you to deposit or withdraw money

---

### **Que es un banco?**

El banco es un lugar que mantiene tu dinero seguro y te ayuda a invertir, a ahorrar tu dinero.

---

### **What is a bank ?**

A bank is a place that keeps your money safe and helps you invest it and save it

---

### **Que es un Presupuesto ?**

Presupuesto es planificar para conseguir las cosas que queremos y necesitamos y poder controlar donde va nuestro dinero

---

### **What's a Budget?**

A budget is a plan to get the things we want and need and to control where our money goes

# Certificado de Reconocimiento a

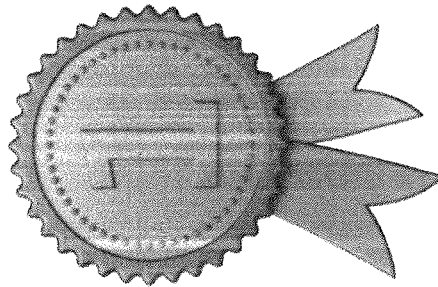
## Jimmy Lorzano

### Por completar el taller

### Niño empresario exitoso

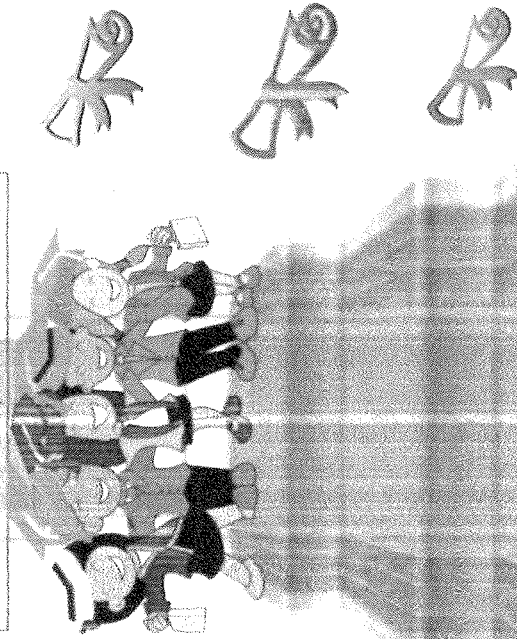
Exhibit A

Amílcar Villanueva,  
Entrenador y Coach



por años ②

EMPRESARIOS



*Leonor Hipólito*

Presidente

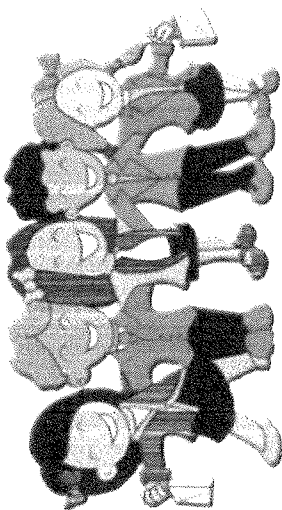
Febrero 01 2015

PRIMER PASO HACIA EL ÉXITO

Niños en acción por un mundo mejor

por años

EMPRESARIOS



ENTREGA ESTE  
CERTIFICADO A

MARTIN BECERRA

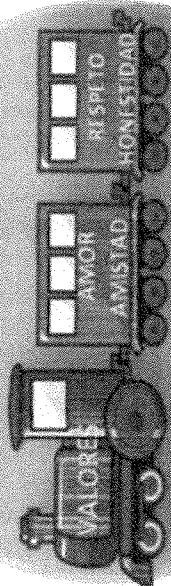
POR COMPLETAR SATISFACTORIAMENTE

LAS CLASES DE  
CUIDADO DEL PLANETA Y VALORES

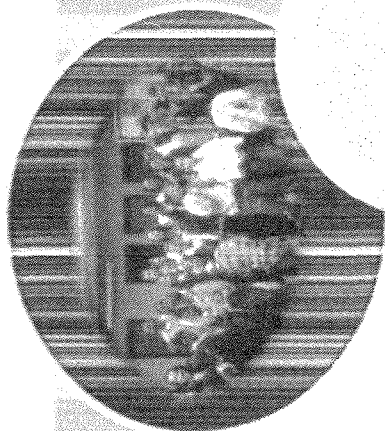
Leonor Hipolito  
presidente

12 de Junio 2015

VALORES



NIÑOS EN ACCION  
POR UN MUNDO MEJOR





# **Attachment B**

## OTHER FUNDING SOURCES

Please document the status of other sources of funds being pursued in support of the project/program.

Source Identify the name of the entity and classify as government (G), foundation (F), corporate (C), individual (I), special events (S), or other (O).	Amount Please indicate the amount requested or, if approved, the amount to be funded.	Status Indicate whether the funding request is pending, declined , or approved.
1) Local Leadership Group (I)	\$4,100.00	Approved
2) Kings Canyon Chiropractic (C)	\$450.00	Approved
3) Pacific Gas & Electric Company (C)	\$5,000	Pending
4) Donaghy Sales (C)	\$1,000	Pending
5) Fundraising Event (S)	\$3,000	Pending
6) Wells Fargo (C)	\$10,000	Approved

# **Attachment C**

# Hernandez Consultant Services

## Professional Program Management Services

March 23, 2016

RE: Letter of Support for Pequeños Empresarios to apply for funding to support education and training for children age's five to twelve in Madera.

To Whom It May Concern:

I fully support Mrs. Leonor Ipolito, Executive Director for Pequeños Empresarios to seek grant funds available through the City of Madera to financially support a unique and innovative children's program such as Pequeños Empresarios.

Pequeños Empresarios is a non-profit organization developed as a grassroots children's program to serve Madera's children by providing literacy-based tutorial services, Spanish language classes, leadership development skills, and self-esteem for children ages 5 to 12 as an after school program model.

I have personally witnessed the great work that Pequeños Empresarios directors and staff are executing with their respective students. Children are benefiting from the many leadership classes, finance/budget activities, communication skills and basic entrepreneur class. Children are applying their skills and routinely conduct presentations within the community and provide an opportunity to showcase the unique leadership and project-based activities that are part of a 21<sup>st</sup> century learning model.

I fully support Pequeños Empresarios to work directly with City of Madera staff and make the case for the City of Madera to provide an adequate funding level to further sustain a great best practice program that is making a great investment in the education of Madera's children.

Please contact Mr. David Hernandez at 559-706-7741 if I can provide additional information.

Respectfully Submitted,

**Exhibit A**

David Hernandez

Mr. David Hernandez  
Community Liaison/ Program Consultant

DH

03/23/2016

Grants Department  
City of Madera  
205 W. 4<sup>th</sup> Street  
Madera, CA 93638

To Whom This May Concern:

I write to recommend President Leonor Hipolito and her organization Pequenos Empresarios to receive a financial grant from the city. President Leonor is a community leader, dedicated to the cause of uplifting children academically and personally. I have met with her many times since last year and spoken a few times to her children at their evening classes. The passion, the discipline, and the apparent change in the children nudged me to write this letter. I write to attest to her cause with humility and full confidence. The results the organization has achieved are rewarding and experientially fulfilling.

More importantly, the organization is filling in the gap created by working parents. The children they cater to could be exposed, in their own neighborhoods, to gang affiliation, illicit drug activities, and troubled lifestyle. With the help of the organization, however, there are after-school and evening classes to teach them, particularly children who live in Spanish-speaking households, how to read, write, and speak. They learn to take pride of who they are and what they could do. It teaches them to respect our laws and the proper way to conduct themselves morally right in the public space and in their homes. The group is focused on inculcating in the minds and hearts of children that education is important, school is the best roadway, and college is their uplifting destination.

I am aware that the organization intends to include instructions in English and wants to broaden their services to more children and parents. Their parent workshops, educational classes, children training, and other services will require more funds, and it is with your financial grant that the organization could help more children and parents in our city. They can use the grant to hire part-time teachers and offer more programs. President Leonor, her team, and the organization are turning children from future gang affiliation, drug abuse, and troubled lifestyles to education and future personal and professional development.

I hope you will consider President Hipolito and her organization for your financial grant. Her enviable work is changing lives and turning hearts and minds to the better, and it is worthwhile for you to invest in them and our future residents. Should you have any questions about them or any of the above, please contact me, Sal Alhomedí, at (559) 661-5111.

Respectfully yours,



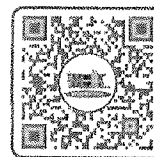
Community Outreach Coordinator  
City of Madera, Neighborhood Revitalization Department



# Fresno Area Hispanic Foundation

DOWNTOWN  
**BUSINESS HUB**

1444 Fulton Street  
Fresno, CA 93721  
(559) 222-8705  
Tax ID 75-3129705



March 23, 2016

President/ CEO  
**Dora C. Westerlund**

## OFFICERS

Chairman  
**Fausto Hinojosa**  
Price, Paige & Company

Treasurer/ Vice-Chair  
**Rosa Rodriguez**  
Rabobank, N.A.

Secretary  
**Porfirio Rios**  
Intervalley Insurance

## BOARD OF DIRECTORS

**Ricardo Flores**  
Los Amigos Mexican  
Restaurant

**Antonio Valtierra**  
Valtierra Insurance Agency

**Enrique Altero**  
Herndon Auto Service

**Patricia Ahlenslager**  
BBVA Compass

**William Eric McComas**  
Rummonds, Barron,  
Thornton, LLP

**Sandra Vicente**  
Union Bank

**Victor Olivares**  
CSU Fresno

**Frank Villegas**  
F&E Consulting

**Gerardo Hernandez**  
Raimondo & Associates

## EX-OFFICIO

**Rudy Medina**  
U. S. Bank

**Al Galvez**  
Amani-International

**Jaime Marquez**  
Marquez Brothers

To Whom It May Concern:

I am pleased to write this letter of recommendation for Pequeños Empresarios. As the Corporate Relations Director of the Fresno Area Hispanic Foundation, I witnessed the inception of this incredible organization. Since its formal establishing in 2013, Pequeños Empresarios has positively impacted the lives of many children and families through its innovative program.

Pequeños Empresarios has taken the initiative to serve children in ways that the education system does not. The organization's founders deliver their teachings with passion and understanding of every child's character and culture. Their work is essential in the growth and development of these children's lives, especially the personal development component, which strengthens their self-esteem and leadership traits.

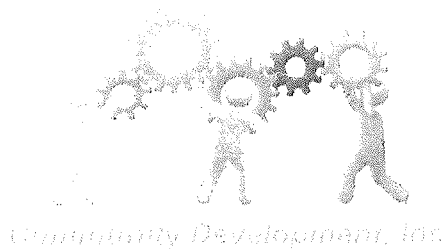
I believe that Pequeños Empresarios has a great potential for growth and will continue to expand its program throughout our region. The organization's commitment and dedication to the children they serve will help shape the future leaders of our community holding on to ethical and moral values.

Pequeños Empresarios is an outstanding organization that brings life changing opportunities to the children it serves.

If you have any questions or would like further information, please do not hesitate to contact me at 559-222-8705.

Respectfully,

Yery Olivares  
Corporate Relations Director



March 22, 2016

Re: Letter of Support

To Whom it May Concern:

It is my hope and sincere desire to fully endorse the outstanding efforts of "Pequeños Empresarios".

The time, sacrifice and passion that the administrators of the program put forth is second to none. The enthusiasm and the cross-sector collaboration that happen on a daily basis is truly empowering the children and the parents.

Over the course of my public sector life (25 years) and 14 years as a City Manager I can attest to the uniqueness and their continuous improvement to truly change lives. I have seen their work, sacrifice and dedication first hand. The life skills, values, social entrepreneurship that the youth exhibit is life changing. Their curriculum covers the full gamut from protecting the environment, financial literacy, good etiquette, to exhibiting proper values.

Again, I would like to underscore how impressed I am by this program and that copiously sanction their effort to get grant funding and/or other support.

Should you have any questions, please feel free to contact me via e-mail [president@communitydevelopment-inc.com](mailto:president@communitydevelopment-inc.com) or cell (559) 970-8896.

Sincerely,

José Antonio Ramírez  
President

Atentamente

A quien corresponda

Esta carta es para expresarme  
de la organización de pequeños empresarios  
De los beneficios que hemos obtenido.

!Mi niña Luna Montero a pesar de sus  
8 años de edad ya tiene una mente

De empresaria ya está pensando de como  
generar para tener un ahorro en el banco  
Para sus estudios

Y es gracias a Pequeños empresarios

Y la Sra Leonor hipólito

La Sra Maria Vargas

La Sra Jacinta Berrocal

Y todos los Patrocinadores que han puesto  
su granito de arena

que están sembrando para un mundo mejor

Gracias a todos y les deee  
Muchas bendiciones

Delfina Arenas

Translation

To whom it may concern:

The purpose of this letter is to express my support for Pequeños Empresarios and to verify this organizations impact on my daughter Luna Montero's positive way of thinking. In spite of her young age (8 years old) my daughter is already thinking to become an entrepreneur. She is planning on opening a bank account so that when she becomes of age she can start her own business.

I sincerely thank the Directors of Pequeños Empresarios:

Mrs. Leonor Hipolito  
Mrs. Maria Vargas  
Mrs. Jacinta Berrecel

And all the other sponsor who were invested in this organization for a better way of life.

Thank you and Blessing

/signed/  
Delfina Arenas

# **Attachment D**

para niños

# EMPRESARIOS

## Aplicación de ingreso

Nombre Del Padre
Correo Electrónico:
Teléfono Celular:
Prefiere La Información Por Mensaje De Texto <input type="checkbox"/> O Correo Electrónico <input type="checkbox"/> Marque Su Preferencia

Nombre De la Madre:
Correo Electrónico:
Teléfono Celular:
Prefiere La Información Por Mensaje De Texto <input type="checkbox"/> O Correo Electrónico <input type="checkbox"/> Marque Su Preferencia

Teléfono de la casa:
Dirección:
2 Nombres a quien contactar en caso emergencia:
2 Teléfono de emergencia:

En caso de emergencia autorizo llevar a mi hijo al hospital más cercano Firma:
Nombre del niño/a:
Fecha de nacimiento:
Grado que cursa:
Indicación especial?:


TRABAJAR CON SUS HIJOS ES MARAVILLOSO POR ESO LES PEDIMOS PREGÚNTENLE A SUS NIÑOS COMO SE SIENTEN APÓYENLOS NO SOLO HAY QUE AMARLOS DEBEMOS DEJARLES SABER LO QUE SENTIMOS POR ELLOS.

Comentario:	
Firma Del Padre o tutor:	Firma De La Madre o tutora:
Fecha:	Fecha:



# **Attachment E**

## **BOARD OF DIRECTORS**

Leonor Hipolito, President & CEO  
Volunteer for Empresarios  
414 Elm Street  
Madera, CA 93638  
3 years

Jaime Olivace, Vice President  
Owner- May Money  
9903 Paramount Blvd # 242  
Downey CA 90240  
2 years

J. Beatriz Gonzalez de Berrocal, Secretary  
Volunteer for Empresarios  
408 S, I Street  
Madera, CA 93637  
3 years

Maria S. Vargas, Treasurer  
Volunteer for Empresarios  
17027 Melba Drive  
Madera, CA 93638  
3 years

Michael Rodriguez,  
Barber  
2404 Bay View Dr.  
Madera, CA 93637  
2years

Karla Hurted, Board Member  
Restaurant Manager  
5133 E Drummond Ave  
Fresno CA 93725  
2 years

Beatriz Zepeda, Board Member  
Dental Assistant  
1832 Merced St  
Madera, Ca 93638  
2 years

**CITY OF MADERA**

**Quarterly Activity Report**

**Contract Period:** July 1, 2016 to June 30, 2017

**NAME OF ORGANIZATION:** Pequeños Empresarios, Inc.  
414 Elm Street  
Madera, CA 93638

**PROJECT TITLE:** Pequeños Empresarios

**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.**

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

6. Female Head of Household: \_\_\_\_\_

7. Sex: Female \_\_\_\_\_

Male \_\_\_\_\_

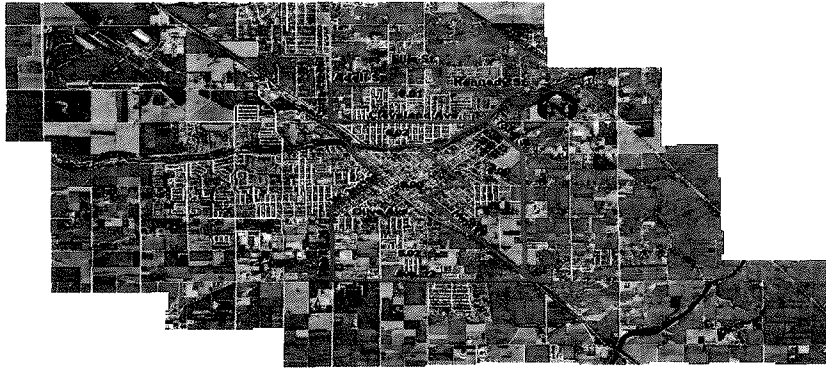
8. Residential ZIP Code: 93637 \_\_\_\_\_

93638 \_\_\_\_\_

9. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100
Minimum Annual Income	\$11,950	\$13,650	\$15,350	\$17,050	\$18,450	\$19,800	\$21,150	\$22,550
Total								

10. Census Tract:



5.02 \_\_\_\_\_ 6.01 \_\_\_\_\_ 6.02 \_\_\_\_\_ 8.00 \_\_\_\_\_ 9.00 \_\_\_\_\_

**Note:** To locate an address's Census Tract, enter the address, city, state and zip code at <http://factfinder.census.gov/servlet/AGSGeoAddressServlet>. The Census Tract number will be located in the results window.

**II. LONG RANGE OBJECTIVES:**

**III. SHORT RANGE OBJECTIVES:**

**IV. SPECIFIC ACTIVITIES:**

**V. OPERATION NARRATIVE:**

**RETURN ACTIVITY REPORTS BY THE 15<sup>TH</sup> 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](mailto:jrojas@cityofmadera.com)**

**REPORT PREPARED BY: \_\_\_\_\_**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type of Assistance

<b>Ethnic Categories*</b>	<b>Select One</b>
Hispanic or Latino	
Not-Hispanic or Latino	
<b>Racial Categories*</b>	<b>Select All that Apply</b>
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.

## **Exhibit A-1**

INCOME SOURCE	AMOUNT	
CITY	10,000	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST) (see Attachment C)		
TOTAL INCOME	10,000	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
SERVICES & SUPPLIES		2,120
INSURANCE	0200	980
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	7,000
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		10,000

## 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 CFRE 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](http://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/taprogram.htm](http://www.usdoj.gov/crt/ada/taprogram.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.

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

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

Distribution: W-3-1





## REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF January 4, 2017

AGENDA ITEM NUMBER B-9

APPROVED BY

  
\_\_\_\_\_  
GRANTS ADMINISTRATOR

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

**SUBJECT:** Consideration of a Resolution of the City of Madera, California, Authorizing the Submission of an Application to the California State Department of Housing and Community Development for Funding Under the HOME Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, Any Amendments Thereto, and of Any Related Documents Necessary to Participate in the HOME Investment Partnerships Program

**RECOMMENDATION:** Staff recommends Council approve the Resolution.

**DISCUSSION:** The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability for the HOME Investment Partnerships Program. It provides notice that a minimum of \$26 million is available statewide on a competitive basis for affordable housing activities. Eligible applicants include local governments and nonprofits.

For our community, the maximum activity funding is \$500,000. Applicants may request this entire amount or divide it among other proposed housing assistance activities. Based on our most recent experience, staff has decided to submit an application requesting \$250,000 to fund the city's Owner-Occupied Residential Rehabilitation Program (OOR) and \$250,000 to fund the city's First Time Homebuyer Program (FTHB).

Eligible applicants shall be low or very-low income homeowners. Both programs shall offer deferred, zero-interest loans, due and payable when title to the home changes, or the home is not the owner's primary residence, or the home owner refinances with cash out. The amount of our OOR assistance initially addresses the home's health, safety and accessibility requirements. Additional home improvements depend upon their consistency with HOME regulations and the amount of a home owner's available equity. The amount of our FTHB assistance shall be limited to the minimum amount necessary to ensure good quality, affordable and financially viable housing for the duration of the affordability period, as determined by a subsidy layering analysis and underwriting of the project financing.

**FINANCIAL IMPACT:** Administration of the programs will not adversely impact the General Fund. A successful grant application will provide enough activity delivery revenue to effectively manage the programs and has the potential to reduce other impacts on our General Fund.

## **VISION MADERA 2025 ACTION PLAN CONSISTENCY:**

The HOME grant will provide the city with the necessary funds to promote the following elements of the Vision Plan:

- |                 |  |
|-----------------|--|
| Strategy 101.8: | Promote and encourage development and redevelopment of low- and moderate-cost housing. |
| Strategy 135:   | Ensure adequate supply of affordable, accessible and barrier-free housing city-wide.   |

**RESOLUTION NO. 17-\_\_\_\_\_**

**A Resolution of the City of Madera, California, Authorizing the Submission of an Application to the California State Department of Housing and Community Development for Funding Under the HOME Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, any Amendments Thereto, and of Any Related Documents Necessary to Participate in the HOME Investment Partnerships Program**

**WHEREAS:**

- A. The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On December 6, 2016, the Department issued a 2016 Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”).
- C. In response to the 2016 NOFA, the City of Madera, a political subdivision of the State of California (the “Applicant”), wishes to apply to the department for, and receive an allocation of HOME funds.

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

- 1. The above recitals are true and correct.
- 2. In response to the 2016 NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Five Hundred Thousand Dollars (\$500,000) for the following activities and/or programs.

Owner-Occupied Rehabilitation (OOR) for low or very low-income homeowners in the form of deferred, zero-interest loans, in second position, due and payable when title to the home changes, or the home is not the owner’s primary residence, or the home owner refinances with cash out. The amount of our OOR assistance shall address the home’s health, safety and accessibility requirements. Additional home improvements shall depend upon their consistency with HOME Investment Partnerships Program regulations and the amount of a home owner’s available equity. The amount of our OOR assistance shall be limited to the minimum amount necessary to ensure good quality, affordable and financially viable housing for the duration of the affordability period, as determined by a subsidy layering analysis and

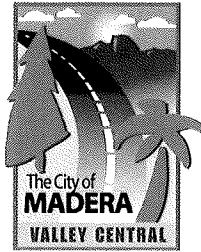
underwriting of the project financing. All program activities shall be located within the city limits of the City of Madera, California. \$250,000.

First Time Homebuyer (FTHB) down payment assistance for low or very low-income homeowners in the form of deferred, zero-interest loans, in second position, due and payable when title to the home changes, or the home is not the owner's primary residence, or the home owner refinances with cash out. The amount of our FTHB assistance shall be limited to the minimum amount necessary to ensure good quality, affordable and financially viable housing for the duration of the affordability period, as determined by a subsidy layering analysis and underwriting of the project financing. All program activities shall be located within the city limits of the City of Madera, California. \$250,000.

2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, and amendments thereto with the approval of the City Attorney, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).
3. The applicant authorizes David R. Tooley, City Administrator and David Merchen, Community Development Director, to execute, in the name of the applicant, the required documents.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*


# REPORT TO THE CITY COUNCIL



COUNCIL MEETING OF:  
January 4, 2017

AGENDA ITEM NUMBER:  
B-10

Approved By:

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

  
\_\_\_\_\_  
Community Development Director

**SUBJECT: Consideration of a Resolution Establishing Fund Designations for Public Improvement Reimbursement Costs as Specified in the Approved Madera Travel Center Development Agreement**

## **RECOMMENDATION:**

Staff recommends that the City Council adopt the resolution establishing fund designations for public improvement reimbursement costs as specified in the approved Madera Travel Center Development Agreement.

## **SUMMARY:**

At its December 21, 2016 meeting, the City Council adopted an ordinance approving a development agreement for the Madera Travel Center Project. The approved development agreement calls for the City to make reimbursements to the developer under a defined schedule for specific public improvements that the developer will construct. Staff recommends that the Council authorize the establishment of designations in each of the applicable funds to reserve those dollars that will be needed for the reimbursements.

## **DISCUSSION:**

The approved development agreement calls for approximately \$5.2 Million in lump sum reimbursement payments, plus the cost of a water well, to be made to the developer after the public improvements are completed. These reimbursements are proposed to be made from funding sources traditionally used for capital projects. In order to ensure that the required funding is available to make the reimbursements, staff recommends that appropriate designations be established in each applicable fund. Establishing a designation does not create a budget appropriation in the current expenditure budget. Instead, the funds are simply "earmarked" for a specific purpose and separated from the undesignated amounts within the same fund. This prevents the dollars needed for reimbursements from being used for another purpose without Council action. The affected funds and amounts of the recommended designations are listed in Exhibit A to the resolution.

Though the development costs for the required water well are currently unknown, staff is recommending that a “placeholder” designation of \$2 Million in the Water Fund be established. This amount may be adjusted up or down as additional information is obtained. It should also be noted that the overall funding plan for the lump sum reimbursements includes the use of \$1,040,000 in un-programmed LTF (Local Transportation Funds) dollars. A designation of this amount cannot be made at this time because un-programmed funds are held by the Madera Transportation Commission rather than the City. These amounts will be programmed for the Travel Center project at the earliest possible opportunity.

The recommended designations will help ensure that the City can meet the contractual requirements of the development agreement; the funds and amounts are based on the dollars that are available today. As previously described to the Council, the reservation and use of these funding sources will not result in any existing capital project being cancelled or significantly delayed. These points notwithstanding, taking this action now will not limit the City’s ability to use different funding sources to make reimbursement payments should other, more preferable sources become available.

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

The proposed development agreement facilitates development of the Travel Center project and is therefore consistent with Action 115.1 to “encourage viable economic development” as well as Good Jobs and Economic Opportunity which focuses in part on creating “a broad spectrum of business opportunities”.

#### **FISCAL IMPACT:**

The designation of funds for public improvement reimbursements will make these funds unavailable for other purposes. However, because the affected funding sources are capital improvement funding sources, and reservation of the funds will not be detrimental to any planned projects, Staff has not identified any negative fiscal impact.

**RESOLUTION NO. 17-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ESTABLISHING  
FUND DESIGNATIONS FOR PUBLIC IMPROVEMENT REIMBURSEMENT COSTS AS SPECIFIED IN  
THE APPROVED MADERA TRAVEL CENTER DEVELOPMENT AGREEMENT**

**WHEREAS**, the City of Madera adopted an Ordinance approving a Development Agreement for the Madera Travel Center Project on December 21, 2016; and

**WHEREAS**, the Development Agreement specifies that the developer will construct certain public improvements and the City will reimburse the developer for a portion of those public improvements under a defined schedule; and

**WHEREAS**, the City has identified funding sources that are available to make a portion of the reimbursements specified in the development agreement and wishes to establish designations in the applicable funds to reserve the amounts necessary to make these reimbursements.

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

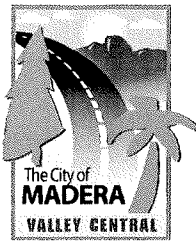
1. The above recitals are true and correct.
2. The designations as shown in Exhibit A to this resolution are hereby approved.
3. The Director of Financial Services is hereby directed to make the necessary journal entries to designate the fund balances as listed in Exhibit A.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*




**EXHIBIT A****MADERA TRAVEL CENTER DEVELOPMENT AGREEMENT  
FUNDING SOURCE DESIGNATIONS**


<b>Funding Source Name</b>	<b>Amount</b>	<b>From Fund Balance- Unappropriated</b>	<b>To Reserved for LOVE's Truck Stop</b>
Arterial DIF - Fund Balance	\$580,000	4096-3210	4096-3330
Traffic Signal DIF - Fund Balance	\$403,000	4097-3210	4097-3330
Add Obl Sewer N/E DIF - Fund Balance	\$131,000	4101-3210	4101-3330
Storm Drain N/E DIF - Fund Balance	\$68,210	4100-3210	4100-3330
Water Pipes DIF - Fund Balance	\$42,700	4081-3210	4081-3330
Old Water DIF (40800) - Fund Balance	\$31,000	4080-3210	4080-3330
Transportation Facility DIF	\$1,090,000	4093-3210	4093-3330
LTF - Removed From Lake Street	\$600,000	4200-3210	4200-3330
Measure A - Reprogrammed from Olive St	\$602,000	4150-3210	4150-3330
Measure A - Reprogrammed from Pine Street	\$518,000	4150-3210	4150-3330
Water Fund - Capital Project Fund Balance	\$2,000,000	2030-3210	2030-3330



## REPORT TO CITY COUNCIL

Approved by:

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

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

Council Meeting of: January 4, 2017

Agenda Number: B-11

**SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE TAX RECORDS**

**RECOMMENDATION:** Staff requests that the Council approve a resolution authorizing the examination of transactions and use tax records by the State Board of Equalization.

**BACKGROUND:** At the November 2016 election, the voters approved a new one-half of one percent transactions and use tax to be used for police, fire and public facility maintenance. In order to implement the ordinance that was adopted upon the successful passage of the tax measure, the State Board of Equalization (“BOE”) requires certain documents to be executed and provided to them. Among these documents is the subject resolution which authorizes the examination of transactions and use tax records by the BOE. The Council previously approved two agreements with the BOE for administration of the City’s new tax and the subject resolution is another document required by the BOE. The BOE has model documents that it requires public entities to use, including this resolution currently before the Council for consideration.

**FINANCIAL IMPACT:** The potential revenue to the City from the approved tax measure is estimated to be around \$3.5 million annually.

### **CONSISTENCY WITH THE VISION MADERA 2025 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 Authorizing the Examination of Transactions (Sales) and Use Tax Records**

**WHEREAS**, pursuant to Ordinance No. 935 C.S. of the City of Madera hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the State Board of Equalization to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

**WHEREAS**, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the State Board of Equalization pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

**WHEREAS**, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

**NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:**

**Section 1.** That the City Administrator, Director of Finance or other officer or employee of the District designated in writing by the City Administrator to the State Board of Equalization (hereafter referred to as Board) is hereby appointed to represent the District with authority to examine transactions and use tax records of the Board pertaining to transactions and use taxes collected for the District by the Board pursuant to the contract between the District and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the District's transactions and use taxes by the Board pursuant to the contract.

**BE IT FURTHER RESOLVED** that the information obtained by examination of Board records shall be used only for purposes related to the collection of District's transactions and use taxes by the Board pursuant to the contracts between the District and Board.

Introduced, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Andrew J. Medellin, Mayor

(Name & Title)

\_\_\_\_\_  
(Attest)

Sonia Alvarez, City Clerk

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

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

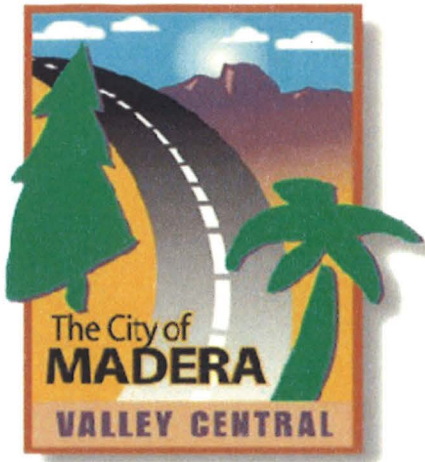
# REPORT TO CITY COUNCIL

MEETING DATE: January 4, 2017

AGENDA ITEM NUMBER: B-12

Approved By:

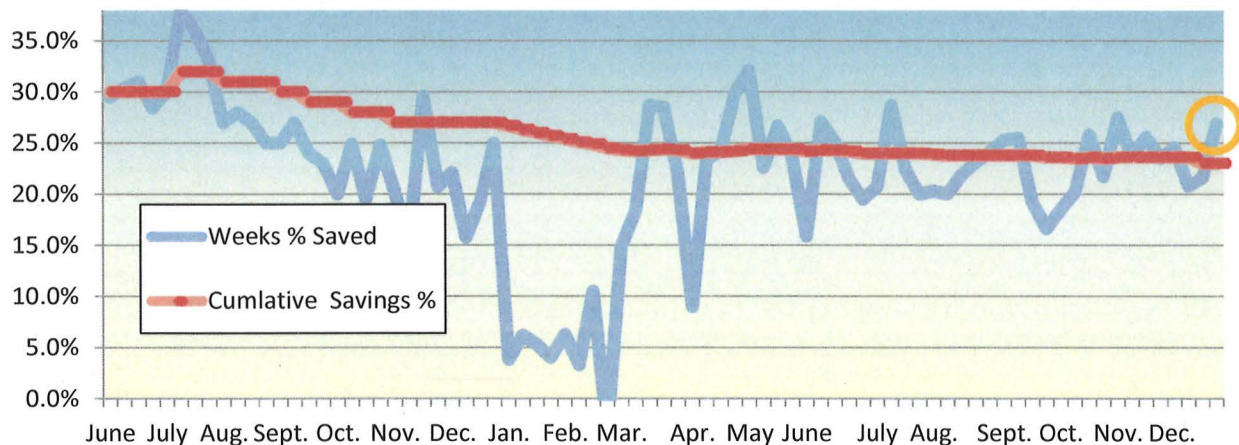
  
 PUBLIC WORKS DIRECTOR

  
 CITY ADMINISTRATOR


**SUBJECT:** Bi-Weekly Water Conservation Report for December 12<sup>th</sup> thru December 25<sup>th</sup>.

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

**SUMMARY/ DISCUSSION:** The City's water conservation rate was up from 22.5% in the last bi-weekly reporting to 24.3% this report, as illustrated in the graph below. This is higher than December of last year, which we had a monthly conservation rate of 20.5%. Below is the most current water conservation data.



June July Aug. Sept. Oct. Nov. Dec. Jan. Feb. Mar. Apr. May June July Aug. Sept. Oct. Nov. Dec.

Enforcement			
Public Contacts	25	1 <sup>st</sup> offenses (\$75)	12
Verbal Warnings	2	2 <sup>nd</sup> offenses (\$250)	3
Correction Notices	3	3 <sup>rd</sup> or more offense (\$500)	1

**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:**

While the proposed actions are not specifically addressed as part of the Plan, they are not in conflict with it and are sympathetic of the underlying principles of the 2025 Plan.