

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

NOTICE AND AGENDA

**Wednesday, April 19, 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 Tim Echevarria, New Harvest Christian Fellowship

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS Proclamation to Recognize the 2017 Relay for Life of Madera Event

A. WORKSHOP

A-1 Workshop on the City of Madera's Future Contribution Liability for the California Public Employees' Retirement System (David Tooley)

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Bi-Weekly Water Conservation Report for 3/27/17 – 4/9/17 (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving a Budget Amendment for the Third Year of a Three-Year Existing Agreement for Services with Laurin Associates, a Division of Raney Planning and Management, to Conduct Annual Home Long-Term Monitoring for the Arborpoint and Madera Family Apartments (Report by Ivette Iraheta)
- B-5 Consideration of a Resolution of the City of Madera, California, Authorizing the Submittal of an Extension Request to the California State Department of Housing and Community Development for Extended Funding Under the 2012-CalHome-8711, 2014-CalHome-9862; and the 2014-CalHome-9834 Agreements; the Execution of Standard Agreements if Selected for Extended Funding and Any Amendments Thereto; and Any Related Documents Necessary to Continue Participating in the CalHome 2012 and 2014 Programs and Authorizing the City Administrator or His Designee to Sign the Extension Request, Certifications, Funds Request and Any Related Grant Documents (Report by Ivette Iraheta)
- B-6 Consideration of a Resolution Approving a Lease Agreement between the City of Madera and the Community Action Partnership of Madera County, Inc. for Occupation and Use of Facilities at the Millview Community Center, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-7 Consideration of a Resolution of the City Council of the City of Madera to Summarily Vacate Excess Street Right of Way on 11th Street between South 'G' Street and Madera Avenue (Report by Keith Helmuth)
- B-8 Consideration of a Minute Order Rejecting a Claim filed by Juan Martinez (Report by Wendy Silva)
- B-9 Consideration of a Resolution Approving an Amendment to the Food Service Agreement with Madera Unified School District Providing Meals to Eligible Youth During the Summer Food Service Program and Authorizing the Mayor to Execute the Amendment to the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-10 Consideration of a Resolution Approving an Agreement with Lars Andersen and Associates, Inc., for Professional Engineering Services to Prepare a Drainage Study for the Olive Avenue Widening from Gateway Drive to Knox Street, City Project No. ST 14-07 (Report by Keith Helmuth)
- B-11 Consideration of a Resolution Approving an Agreement with waterTALENT, LLC, for the Provision of Temporary Employees, and Authorizing the City Administrator to Sign the Agreement and Related Documents (Report by Dave Randall)
- B-12 Consideration of a Minute Order Accepting the Commercial Water Meter Installation Improvement Project No. W 16-01 and Authorizing Recording of the Notice of Completion (Report by Keith Helmuth)

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

- C-1 A Public Hearing to Consider an Appeal by Mr. Dave Delawder of Planning Commission Approval for Conditional Use Permit 2017-07 and Site Plan Review 2017-08, which Allows for Three Outdoor Automotive Sales Events to be Held by 365 Autos in the Madera Marketplace Wal-Mart Parking Lot during 2017 and;

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

D. WRITTEN COMMUNICATIONS

- D-1 Presentation by Madera County Public Health Department on Healthy Stores, Healthy Communities Study (Alan Gilmore, Program Manager)

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

G. CLOSED SESSION

There are no items for closed session.

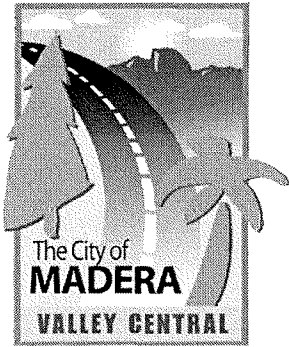
ADJOURNMENT – Next regular meeting May 3, 2017

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for April 19, 2017, near the front entrances of City Hall at 5:00 p.m. on April 13, 2017.


Sonia Alvarez, City Clerk

City Council Workshop




Council Meeting of April 19, 2017

Agenda Item No. A-1

Approved by:



Department Director



City Administrator

Workshop Topic: The City of Madera's Future Contribution Liability for the California Public Employees' Retirement System

What is CalPERS and how is it funded?

As part of the comprehensive benefit package the City of Madera provides its employees, the City participates in the California Public Employee's Retirement System, otherwise known as CalPERS. CalPERS is a defined benefit retirement plan and is the largest public pension fund in the United States besides the Social Security System. The defined benefit for employees is determined by the specific retirement formula the City contracts for with CalPERS. The City has been a member of CalPERS since 1974.

Funding for the CalPERS plans is generally divided into two parts: Employee Contributions and Employer Contributions. The Employee Contribution rate is a flat rate set by statute and the actual contribution rate depends on the contracted formula. This rate may be paid by the employee as the name suggests, or through the collective bargaining process the rate can be paid by the employer as Employer Paid Member Contributions (EPMC).

The Employer Contribution is set annually by CalPERS through an actuarial valuation of the plan's funded status, taking into account investment returns/losses, member demographics, assumed returns and other contributing factors. For many years, employers experienced a 0% contribution rate because plans were mostly funded by market returns. This employer contribution hiatus came to an end when the market crashed during the most recent recession. Employers now find themselves in the position of making large contributions to restore and maintain funded plans that will be able to pay out the expected pensions of members.

What is pension reform and how does it affect the City?

The Public Employee Pension Reform Act (PEPRA) that took effect January 2013 sought to address some of the funding issues brought to light when Employers were hit with big contribution requirements following the recession. The two changes specific to contributions were:

- Employee contributions under PEPRA are determined by the actual normal cost of the plan, not a flat rate set by statute. This is only applicable to employees who are new to the system post-PEPRA implementation. Existing member contributions are still set by statute and have not been changed.
- Employers will not see a contribution holiday like they saw prior to the recession.

In addition to addressing funding concerns, PEPRA made many other changes to retirement law to try to curb practices such as pension spiking, double-dipping after retirement, retroactive benefit enactment and the purchase of additional service credit without supporting worktime to name a few. PEPRA also created new, lower benefit formulas for those coming into CalPERS after its enactment.

What specifically does the City offer to its employees and how is it paid for?

CalPERS plans are divided into two categories: Safety and Miscellaneous. Safety plans apply to any employee who is a sworn law enforcement officer. Miscellaneous covers all other employees. The City's plan includes three formulas for each category and are dependent on the employee's date of hire and prior enrollment in a pension plan through another employer as defined by PEPRA. The formula describes the defined benefit to the employee. For example, the 3% @ 50 plan means that an employee will be paid 3% of their compensation for each year they work. The City's plans are:

Safety Employees

Classic Formula: 3% @ 50 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to April 21, 2012. The City pays the Employer Contribution. For all Safety employees except management, the employees pay 3% towards the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as EPMC. Management employees pay the full 9% Employee Contribution as well as contribute 3% towards the Employer Contribution.

Tier I Formula: 3% @ 55 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after April 21, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City pays the Employer Contribution. For all Safety employees except management, the employees pay 3% towards the Employee Contribution, with the City paying the remaining 6% of the Employee Contribution as EPMC. Management employees pay the full 9% Employee Contribution as well as contribute 3% towards the Employer Contribution.

PEPRA Formula: 2.7% @ 57 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City pays the Employer Contribution. Employees

pay the Employee Contribution as determined by CalPERS, currently 11.5%. Management Employees contribute 3% towards the Employer Contribution.

Miscellaneous Employees

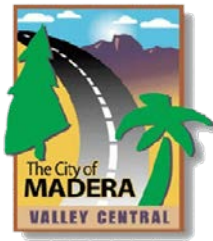
Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City pays the Employer Contribution. For all Miscellaneous employees except management, the employees pay 2.375% towards the Employee Contribution, with the City paying the remaining 5.625% of the Employee Contribution as EPMC. Management employees pay the full 8% Employee Contribution as well as contribute 2.375% towards the Employer Contribution (the City Administrator contributes 3% towards the Employer Contribution).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City pays the Employer Contribution. For all Miscellaneous employees except management, the employees pay 2.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as EPMC. Management employees pay the full 7% Employee Contribution as well as contribute 2.375% towards the Employer Contribution.

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City pays the Employer Contribution. Employees pay the Employee Contribution as determined by CalPERS, currently 6.25%. Management Employees contribute 2.375% towards the Employer Contribution.

Workshop on future contribution liability

The focus of the workshop will be to discuss the projected cost to the City of CalPERS contributions going forward, taking into account the most recent changes to the discount rate. Staff is utilizing a tool put together by the League of California Cities to project the City's future liability. To give Council a preview, using current projected payroll, the General Fund expense for Employer Contributions will likely increase over the next six years from \$3.8 million in fiscal year 2017-18 to \$5.5 million in fiscal year 2022-23 and contributions across all funds will likely increase from \$5.2 million to \$7.6 million over the same period. Staff will discuss these projections and also provide an overview of the options available to pay for the ever-increasing expense.



**Madera City Council Agenda 04/19/17
Agenda Item B-1**

There are no minutes for consideration.

City of Madera

Council Meeting Of	April 19th, 2017
Agenda Item No.	B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 04/19/2017

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

March 21st, 2017 to April 10th, 2017

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

General Warrant:	12604-12872	\$ 2,035,869.95
Wire Transfer	Union Bank Payroll and Taxes	\$ 1,241,719.54
Wire Transfer	SDI	\$ 4,140.43
Wire Transfer	Cal Pers	\$ 422,148.86

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
April 10th, 2017

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
12604	03/23/2017	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE MEDICAL BILL APRIL 2017	3,379.51
12605	03/23/2017	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR MARCH 2017	833.16
12606	03/23/2017	AMERICAN BUSINESS MACHINES	TONER FOR PRINTER	911.03
12607	03/23/2017	AT&T	01/17 CALNET 3 SVS 9391059143	2,589.64
12608	03/23/2017	SUNRUN	CANCELLED PERMIT #20162002	126.60
12609	03/23/2017	CALIFORNIA CLIMATE CONTROL, INC.	AIR CONDITIONING AND HEATING INSTALLATION	13,903.80
12610	03/23/2017	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	74.00
12611	03/23/2017	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 3/24/17 PAYROLL	1,080.04
12612	03/23/2017	COMCAST	03/17 SVS 8155500320340479	102.91
12613	03/23/2017	COMCAST	CITY INTERNET CONNECTION 02/15-03/14/17	1,372.25
12614	03/23/2017	CONCENTRA MEDICAL CENTERS	TB SKIN TEST	37.50
12615	03/23/2017	CSJVRMA	4TH QTR LIABILITY WC & BTA	469,233.00
12616	03/23/2017	DATAPROSE, LLC	02/17 AR STATEMENTS	113.81
12617	03/23/2017	DIAMOND COMMUNICATIONS	YOUTH CENTER FIRE ALARM INSPECTION	587.50
12618	03/23/2017	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 03/01/17-03/15/17	7,875.00
12619	03/23/2017	GOVERNMENT FINANCE OFFICERS ASSOC.	GFOA MEMBERSHIP RENEWAL	595.00
12620	03/23/2017	LEAGUE OF CALIFORNIA CITIES	2017 LOCAL STREETS AND ROADS NEEDS ASSESSMENT	400.00
12621	03/23/2017	M A C E A	MARCH 2017 MONTHLY DUES	24.00
12622	03/23/2017	M P O A	MARCH 2017 MONTHLY DUES	7,188.88
12623	03/23/2017	M.C.E.A.	MARCH 2017 MONTHLY DUES	400.00
12624	03/23/2017	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
12625	03/23/2017	MADERA COUNTY AUDITOR	Animal Shelter Services FY 16/17	116,666.64
12626	03/23/2017	MADERA COUNTY TREASURER	JANUARY 2017 PARKING PENALTIES	238.50
12627	03/23/2017	MADERA HONDA SUZUKI	Accident Repairs to PD #6603	9,052.61
12628	03/23/2017	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE FEBRUARY 2017	306,389.86
12629	03/23/2017	MOY & ASSOCIATES	CONSULTING SERVICES	2,623.68
12630	03/23/2017	MUNISERVICES, LLC	STARS SERVICES FOR 3RD QTR 2016 REPORTS	1,357.70
12631	03/23/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 3/24/17 PAYROLL	7,998.12
12632	03/23/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 3/24/17 PAYROLL	2,364.96
12633	03/23/2017	NOLAN MCGUIRE CONSTRUCTION	CalHome OOR 12-08 / 920 Sonora St.	14,267.00
12634	03/23/2017	OPERATING ENGINEERS, LOCAL #3	MARCH 2017 MONTHLY DUES	376.00
12635	03/23/2017	HAAR, THOMAS AND TAMMY	TURF REPLACEMENT REBATE	758.00
12636	03/23/2017	PACIFIC GAS & ELECTRIC	02/17 SVS 3533032414-2	97,652.65
12637	03/23/2017	CURIEL, CELIA	PARK DEPOSIT REFUND	50.00
12638	03/23/2017	GUZMAN, MARIA	PARK DEPOSIT REFUND	165.00
12639	03/23/2017	MORENO, MAYRA	FACILITY DEPOSIT REFUND	100.00
12640	03/23/2017	RIOS, RAFAEL	PARKS DEPOSIT REFUND	50.00
12641	03/23/2017	SANTIAGO, KATIE	SPORT REFUND	45.00
12642	03/23/2017	PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION	272.00
12643	03/23/2017	PHOENIX GROUP INFO SYS	JAN 2017 PARKING CITATIONS	278.70
12644	03/23/2017	PIERCE CONSTRUCTION	REMOVE AND REPLACE DAMAGED ASPHALT	20,800.01
12645	03/23/2017	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	4,113.90
12646	03/23/2017	PROVOST & PRITCHARD CONSULTING GROUP	PERMIT COMPLIANCE	284.28
12647	03/23/2017	RANDALL, DAVE	REIMB. FOR PMT TO SEED FOR SEWER DRONE PROJECT	200.08
12648	03/23/2017	ROBINSON, DEREK	PER DIEM MILEAGE REIMBURSEMENT LOCC DIVISION EXEC.	111.49
12649	03/23/2017	SEBASTIAN	PA SYSTEM REPAIR COUNCIL CHAMBERS	150.00
12650	03/23/2017	SITE ONE LANDSCAPE SUPPLY LLC	AGRONOMIC SEMINAR 02/02/17	100.00
12651	03/23/2017	SPARKLETT'S	LAB & DRINKING WATER	119.80
12652	03/23/2017	SUCCESSOR TO MADERA REDEVELOPMENT AGENCY	ALLOCATE FY 2016 OFFICE EXPENSE	25,743.68
12653	03/23/2017	TESEI PETROLEUM INC.	FUEL CHARGES 03/01/17-03/10/17	14,878.27
12654	03/23/2017	THRIVE FITNESS	MARCH 2017 MONTHLY DUES	52.00
12655	03/23/2017	TRI-SIGNAL INTEGRATION, INC.	HOOD FIRE SUPPRESSION MAINTENANCE	85.80
12656	03/23/2017	THE ARTINA GROUP, INC.	BLANK FOLD CHECKS	396.85
12657	03/23/2017	US BANK CORPORATE PAYMENT SYSTEMS	02/17 CAL-CARD CHARGES	172,193.40
12658	03/23/2017	VANTAGEPOINT TRANSFER AGENTS-457	PLAN 302351 CONTRIBS FOR 3/24/17 PAYROLL	23,096.53
12659	03/23/2017	VILLA GARDENING SERVICE INC	FEBRUARY GARDENING SERVICE	550.00
12660	03/23/2017	WEST COAST RUBBER RECYCLING	Tire Hauling	10,000.00
12661	03/28/2017	CANON FINANCIAL SERVICES	COPIER CHARGES	3,358.39
12662	03/30/2017	AIMS	REIMBURSEMENT FOR INCORRECTLY ISSUED 4850 PAYMENT	80.80
12663	03/30/2017	AT&T	02/17 CALNET 2 SVS 9391031578	1,721.80
12664	03/30/2017	BEST TOURS AND TRAVEL	MOTORCOACH TRNSPRT FROM MADERA TO BLACK OAK CASINO	660.00
12665	03/30/2017	BRAVO, ROBIN	CITY OF FRESNO - EE BACKGROUND CHECK	73.27
12666	03/30/2017	BSK ASSOCIATES	PERMIT COMPLIANCE LAB WORK	39.00
12667	03/30/2017	CALIFORNIA DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS	973.00
12668	03/30/2017	CBCINNOVIS, INC	ACCESS FEE	16.00
12669	03/30/2017	CEDAR VETERINARY HOSPITAL, INC	VETERINARY VISIT FOR "HAZARD"	77.86

12670	03/30/2017	CHIARAMONTE, GINO	CA POLICE CHIEFS ASSN CONFERENCE	333.00
12671	03/30/2017	COMCAST	03/05/17 SVS 8155500320092096	126.71
12672	03/30/2017	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	174.50
12673	03/30/2017	CS & FD MEDICAL WASTE DISPOSAL	PICK UP 2/22/17 MED WASTE 44 GAL	139.00
12674	03/30/2017	DIAMOND COMMUNICATIONS	ALARM MONITORING	115.00
12675	03/30/2017	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPH FOR PD RECRUITMENTS	900.00
12676	03/30/2017	ESTEVEZ, BRIAN	POST MGMT COURSE - BLOCK B	288.00
12677	03/30/2017	FEDERAL EXPRESS	PERSONNEL BACKGROUND TABS	25.78
12678	03/30/2017	FORENSIC NURSE SPECIALISTS, INC.	FRESNO SART	1,400.00
12679	03/30/2017	FRAZIER, STEVE	CA POLICE CHEIFS CONFERENCE	333.00
12680	03/30/2017	FRESNO COUNTY OFFICE OF EDUCATION	RECREATION DIVISION FIELD TRIP TO SCOUT ISLAND	550.00
12681	03/30/2017	GOLDEN STATE FLOW MEASUREMENT INC.	Previous PO 7828 in Mais - = (7,125.00
12682	03/30/2017	GOVERNMENT STAFFING SERVICES, INC.	PW Dept Admin Asst. temp staff	3,081.00
12683	03/30/2017	HAYNES, EUGENE G.	LIEBERT CASSIDY PERFORMANCE MANAGEMENT	72.27
12684	03/30/2017	HERC RENTALS	EQUIPMENT RENTAL	1,579.62
12685	03/30/2017	J.P. COOKE CO.	400 A-27 GREEN AA LIC TAGS	123.79
12686	03/30/2017	KER'S GAS & LUBE, INC.	PD CAR WASHES	98.00
12687	03/30/2017	LANGUAGE LINE SERVICES, INC.	TRANSLATION SERVICES	81.49
12688	03/30/2017	LAWSON, DINO	CA POLICE CHIEFS ASSN CONFERENCE	333.00
12689	03/30/2017	LEAGUE OF CALIFORNIA CITIES	LOCC MEETING MEAL	50.00
12690	03/30/2017	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE APRIL 2017	7,355.92
12691	03/30/2017	LOU'S GLOVES, INC.	NITRILE, EXAM GRADE, POWDER FREE	130.00
12692	03/30/2017	LYNN PEAVEY COMPANY	SUPPLIES	178.65
12693	03/30/2017	MADERA ANIMAL HOSPITAL	ALL STRAYS	260.00
12694	03/30/2017	MADERA COUNTY E D C	STATE OF THE COUNTY LUNCH	390.00
12695	03/30/2017	MADERA HONDA SUZUKI	ODSY, 12V, AGM, 160CCA, BTN	161.99
12696	03/30/2017	MADERA RADIO DISPATCH, INC.	TOWER RENT	295.47
12697	03/30/2017	MADERA TRIBUNE	ACCT TECH II RECRUITMENT AD	869.82
12698	03/30/2017	MADERA UNIFIED SCHOOL DISTRICT	RECRUITMENT	132.64
12699	03/30/2017	CLAUDIA RICO-OLVERA	FACILITY DEPOSIT REFUND	50.00
12700	03/30/2017	FELIX RODRIGUEZ	PARK DEPOSIT REFUND	50.00
12701	03/30/2017	MANUEL TABARREZ	PARK DEPOSIT REFUND	80.00
12702	03/30/2017	MARIA MARTINEZ	FACILITY DEPOSIT REFUND	100.00
12703	03/30/2017	MAURICIO CEJA	FACILITY DEPOSIT REFUND	340.00
12704	03/30/2017	MICHELLE MEJIA	PARK DEPOSIT REFUND	50.00
12705	03/30/2017	SUJEYDI SUT XON	FACILITY DEPOSIT REFUND	50.00
12706	03/30/2017	PECK'S PRINTERY	NOTICE TO APPEAR NARRATIVE	930.15
12707	03/30/2017	PRINCIPAL LIFE INSURANCE COMPANY	APRIL 2017 DENTAL INSURANCE	17,665.77
12708	03/30/2017	PROVOST & PRITCHARD CONSULTING GROUP	PROFESSIONAL ENVIRONMENTAL PLA	1,883.50
12709	03/30/2017	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PAID RETIREE MEDICAL BILL DAVID CHUMLEY 04/17	321.00
12710	03/30/2017	REHRIG PACIFIC COMPANY	Replacement carts	17,350.92
12711	03/30/2017	RNL DESIGN	PROFESSIONAL ARCHITECTURAL & E	12,025.00
12712	03/30/2017	ROBINSON, DEREK	WATER EDUCATION FOR LATINO LEADERS 2017 CONFERENCE	385.20
12713	03/30/2017	SALINAS, NICHOLAS	PER DIEM PC 832 ARREST, SEARCH & SEIZURE	320.00
12714	03/30/2017	SPEAKWRITE LLC	JOB NUMBER 17055-001 THRU 17055-003	15.56
12715	03/30/2017	SUPERIOR VISION INC.	SUPERIOR VISION APRIL 2017	2,506.89
12716	03/30/2017	TESEI PETROLEUM, INC.	FUEL	341.02
12717	03/30/2017	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS FEBRUARY 2017	116.25
12718	03/30/2017	ACTION REAL ESTATE AND CONSTRUCTION	Utility Billing Deposit Refund	26.48
12719	03/30/2017	ARTER CRYSTAL	Utility Billing Credit Refund	111.01
12720	03/30/2017	BARRIGA LAURA E OR THE CITY OF MADERA	Utility Billing Credit Refund	275.32
12721	03/30/2017	BARTSCH PATTY OR CITY OF MADERA	Utility Billing Credit Refund	63.68
12722	03/30/2017	BRANDL FRANCESCA	Utility Billing Credit Refund	221.84
12723	03/30/2017	BURMER THELMA J AND WILLIAM BURMER	Utility Billing Deposit Refund	5.84
12724	03/30/2017	BYARGEON FRIEDA	Utility Billing Credit Refund	90.45
12725	03/30/2017	CAVALETTO JUDY	Utility Billing Credit Refund	109.15
12726	03/30/2017	CITY OF MADERA OR AVALOS MORA PABLO	Utility Billing Credit Refund	150.52
12727	03/30/2017	CITY OF MADERA OR BROOKS KYMBERLEE	Utility Billing Credit Refund	55.45
12728	03/30/2017	CITY OF MADERA OR NATIONSTAR MORTGAGE C/O ECOVA	Utility Billing Deposit Refund	229.50
12729	03/30/2017	COSTA HOUSING CORPORATION	Utility Billing Credit Refund	195.99
12730	03/30/2017	DEARING DONALD HARRY	Utility Billing Credit Refund	26.23
12731	03/30/2017	DIAZ ADRIANA	Utility Billing Credit Refund	148.18
12732	03/30/2017	DOBBS MARCIA F	Utility Billing Credit Refund	135.66
12733	03/30/2017	DORETHA REESE	70.00 MEANT FOR CUSTOMERS PG&E	70.00
12734	03/30/2017	DVP LP	Utility Billing Deposit Refund	89.49
12735	03/30/2017	GALVAN MARTINEZ MIGUEL ANGEL OR CITY OF MADERA	Utility Billing Credit Refund	151.59
12736	03/30/2017	HAMAD ALI AND ELITE HOMES LLC	Utility Billing Credit Refund	190.56
12737	03/30/2017	JIMENEZ LAURA OR CITY OF MADERA AND VELA JESSICA	Utility Billing Credit Refund	112.63
12738	03/30/2017	JOHNSON PAM	Utility Billing Credit Refund	194.55
12739	03/30/2017	KNOX MARK	Utility Billing Deposit Refund	24.61
12740	03/30/2017	KNOX MARK	Utility Billing Deposit Refund	163.28

12741	03/30/2017	KUBOTA TAKAKO	Utility Billing Deposit Refund	54.35
12742	03/30/2017	LEE JOHN CLARENCE AND LEE PHYLLIS MARIE	Utility Billing Credit Refund	86.59
12743	03/30/2017	MACIAS MONICA	Utility Billing Deposit Refund	2.16
12744	03/30/2017	MADERA MANAGEMENT COMPANY INC	Utility Billing Deposit Refund	76.42
12745	03/30/2017	MADERA MOBILE HOME AND RV PARK LLC OR CITY OF MADE	Utility Billing Credit Refund	1,927.06
12746	03/30/2017	MAGDALENO JESUS	Utility Billing Credit Refund	174.48
12747	03/30/2017	MAGOS FRANCISCO V OR THE CITY OF MADERA	Utility Billing Credit Refund	272.16
12748	03/30/2017	MEDINA ANA AND JOSE	Utility Billing Credit Refund	143.28
12749	03/30/2017	MORENO HERLINDO D	Utility Billing Credit Refund	118.83
12750	03/30/2017	MORENO MARIA	Utility Billing Deposit Refund	26.41
12751	03/30/2017	NAJERA HERNANDEZ ELENA	Utility Billing Credit Refund	66.41
12752	03/30/2017	OCEGUEDA DANIEL G	Utility Billing Deposit Refund	56.26
12753	03/30/2017	OCHOA ALMA	Utility Billing Deposit Refund	9.81
12754	03/30/2017	OSEGUERA EDUARDO	Utility Billing Credit Refund	88.72
12755	03/30/2017	PHILLIPS CLEO	Utility Billing Credit Refund	49.69
12756	03/30/2017	PLAYERS SMOKED BBQ OR CITY OF MADERA	Utility Billing Credit Refund	145.32
12757	03/30/2017	PUJOL FRANCISCO L	Utility Billing Credit Refund	142.03
12758	03/30/2017	QUINONEZ KINDRA AND MARISSA	Utility Billing Credit Refund	208.79
12759	03/30/2017	RAMIREZ TELESORO OR CITY OF MADERA	Utility Billing Credit Refund	150.97
12760	03/30/2017	REYES SOFIA	Utility Billing Credit Refund	102.58
12761	03/30/2017	ROA VICTORIA	Utility Billing Credit Refund	97.81
12762	03/30/2017	RODRIGUEZ MANUEL OR CITY OF MADERA	Utility Billing Credit Refund	214.34
12763	03/30/2017	RODRIGUEZ ROSE A	Utility Billing Credit Refund	15.25
12764	03/30/2017	ROMERO AMANDA AND JAMIE ALEXIS	Utility Billing Credit Refund	151.57
12765	03/30/2017	SCHEIBNER CAROLINA	Utility Billing Credit Refund	150.86
12766	03/30/2017	SHEIKH KHUBAIB	Utility Billing Deposit Refund	76.49
12767	03/30/2017	SILVA SANDRO PAUL	Utility Billing Credit Refund	173.63
12768	03/30/2017	THOMPSON VELMA RAY	Utility Billing Credit Refund	185.16
12769	03/30/2017	VALENZUELA ISMAEL	Utility Billing Credit Refund	226.94
12770	03/30/2017	VELA SALINA AND GALVAN THOMAS	Utility Billing Credit Refund	210.44
12771	03/30/2017	VELASCO PASTORA M OR CITY OF MADERA AND FIGUEROA T	Utility Billing Credit Refund	151.45
12772	03/30/2017	VILLA ROSA I	Utility Billing Credit Refund	30.21
12773	03/30/2017	VERIZON WIRELESS	PW AIR CARDS FEB 11 - MAR 10	418.11
12774	03/30/2017	ZEE MEDICAL SERVICE CO.	SUPPLIES	76.44
12775	04/06/2017	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	78,572.09
12776	04/06/2017	ALL VALLEY ADMINISTRATORS	MEDICAL AND CHILD CARE EXP ACCT 04/07/2017 PAYROLL	731.16
12777	04/06/2017	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
12778	04/06/2017	AT&T	PD PRIVATE LINE SVS 02/19- 03/18	374.44
12779	04/06/2017	AT&T	01/17 CALNET 3 SVS 9391026408	1,451.61
12780	04/06/2017	BUSHONG, JASON	MILEAGE REIMBURSEMENT TO WWTP 3/12/17	14.79
12781	04/06/2017	CALIFORNIA BUILDING STANDARDS COMMISSION	BUILDING STANDARD ADMIN SPECIAL QTR3	589.00
12782	04/06/2017	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	967.00
12783	04/06/2017	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	700.00
12784	04/06/2017	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT PSYCH EXAM	400.00
12785	04/06/2017	CARAHSOFT TECHNOLOGY CORPORATION	TIME MATTERS SOFTWARE	692.00
12786	04/06/2017	CHICAGO TITLE	PREPARE PRELIMINARY TITLE REPORTS (8)	4,650.00
12787	04/06/2017	CITY OF MADERA	MISAPPLIED PAYMENT- APPLY TO A/R #3683	100.00
12788	04/06/2017	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 4/07/17 PAYROLL	1,080.04
12789	04/06/2017	COMCAST	03/22- 04/21 SVS 8155500320322006	95.56
12790	04/06/2017	COMCAST	CITY INTERNET CONNECTION 03/15-04/14/17	1,372.25
12791	04/06/2017	CORE BUSINESS INTERIORS	REPAIR EXISTING CHAIR	83.45
12792	04/06/2017	CROWN SERVICES CO.	SPECIAL EVENT 3/17/17	230.00
12793	04/06/2017	DEPARTMENT OF CONSERVATION	3RD QTR 16/17 SMIP FEE REPORTING	1,898.82
12794	04/06/2017	DEPARTMENT OF MOTOR VEHICLES	ORDER FOR VEHICLE CODES	165.85
12795	04/06/2017	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING MAY-JUL	255.00
12796	04/06/2017	MADERA CEMETERY DISTRICT	BOND RELEASE FOR ENROACHMENT PERIMIT #5074	3,700.00
12797	04/06/2017	ESP SURVEYING, INC.	PROFESSIONAL SURVEYING SERVICE	6,250.00
12798	04/06/2017	EUROFINS EATON ANALYTICAL, INC.	WATER SAMPLES	2,879.00
12799	04/06/2017	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GROUP #1MEDIAN MAINTENANCE FOR 0317	14,720.00
12800	04/06/2017	FCS INTERNATIONAL INC.	TS-00019 HOWARD RD/WESTBERRY	300.00
12801	04/06/2017	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 03/16/17-03/31/17	8,925.00
12802	04/06/2017	FRESNO CITY COLLEGE	REGISTRATION FEE - SHAWN BUSHEY & JOSHUA CHAVEZ	580.00
12803	04/06/2017	FRESNO MADERA COUNTIES POLICE CHIEF ASSO	FMCPA MEMBERSHIP DUES FRAZIER	150.00
12804	04/06/2017	GEIL ENTERPRISES, INC.	MARCH 2017 JANITORIAL SVS	8,489.08
12805	04/06/2017	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	537.00
12806	04/06/2017	LAW & ASSOCIATES	LAW ENFORCEMENT EMPLOYMENT BACKGROUND	700.00
12807	04/06/2017	LEGACY K9 INC.	K-9 BI-MONTHLY MAINTENANCE TRAINING	1,733.32
12808	04/06/2017	LIEBERT CASSIDY WHITMORE	LEGAL FEES MA020-00047	1,316.00
12809	04/06/2017	LIEBERT CASSIDY WHITMORE	LEGAL FEES MA020-00048	1,235.00
12810	04/06/2017	LOCAL GOVERNMENT PUBLICATIONS	2017 UPDATE CALIFORNIA LAND USE 2D	129.49
12811	04/06/2017	MADERA CO. ENVIRONMENTAL HEALTH DEPT	PAC HEALTH INSPECTION	229.00

12812	04/06/2017	MADERA COUNTY TREASURER	FEBRUARY 2017 PARKING PENALTIES	189.00
12813	04/06/2017	MADERA RADIO DISPATCH, INC.	TOWER RENT	590.94
12814	04/06/2017	METRO UNIFORM	UNIFORMS	544.00
12815	04/06/2017	LAW OFFICES OF GREGORY L. MYERS	LATEEF V. CITY OF MADERA (FEDERAL) NO. 000531002	2,365.00
12816	04/06/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 4/07/17 PAYROLL	8,191.23
12817	04/06/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 4/07/17 PAYROLL	2,213.94
12818	04/06/2017	NSP3	CCENTENNIAL PARK REPLACEMENT OF STOLEN BUGS PANEL	1,086.96
12819	04/06/2017	PACIFIC GAS & ELECTRIC	03/17 SVS 1619119913-8	28,989.68
12820	04/06/2017	LOPEZ, ENRIQUETA	FACILITY DEPOSIT REFUND	50.00
12821	04/06/2017	PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION	272.00
12822	04/06/2017	PECK'S PRINTERY	BUSINESS CARDS	120.68
12823	04/06/2017	PETTY CASH - PARKS DEPT.	PETTY CASH REIMBURSEMENT	437.92
12824	04/06/2017	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	1,558.91
12825	04/06/2017	PHOENIX GROUP INFO SYS	FEB 2017 PARKING CITATIONS	418.30
12826	04/06/2017	PIERCE CONSTRUCTION	REMOVE AND REPLACE DAMAGED ASPHALT	3,838.18
12827	04/06/2017	PURCHASE POWER	YOUTH CENTER POSTAGE RELOAD	356.11
12828	04/06/2017	ROCKWELL ENG. & EQ. CO.,INC.	EQUIPMENT MAINTENANCE TRAINING	386.00
12829	04/06/2017	SOFTWAREONE INC	Microsoft EA Renewal & True Up	100,611.51
12830	04/06/2017	STANTEC CONSULTING SERVICES INC.	ENGINEERING SERVICES, PROFESSIONAL	2,359.50
12831	04/06/2017	TESEI PETROLEUM INC.	FUEL CHARGES 03/11/17-03/20/17	12,468.91
12832	04/06/2017	BORGES TONY C/O NEWTON PROPERTY MANAGEMENT	Utility Billing Deposit Refund	67.00
12833	04/06/2017	CAVALETTO JUDY	Utility Billing Deposit Refund	80.35
12834	04/06/2017	CHAVEZ EUGENE STEVE	Utility Billing Credit Refund	183.55
12835	04/06/2017	CITY OF MADERA OR NUNEZ MARTHA ALICIA	Utility Billing Credit Refund	57.06
12836	04/06/2017	CITY OF MADERA OR RIVAS MARTINA	Utility Billing Credit Refund	61.63
12837	04/06/2017	CORTEZ EDMER	Utility Billing Credit Refund	63.13
12838	04/06/2017	COSTA HOUSING CORPORATION C/O LAS PALMAS MANAGEME	Utility Billing Credit Refund	203.37
12839	04/06/2017	DHILLON JAPNEET SINGH OR CITY OF MADERA	Utility Billing Credit Refund	167.13
12840	04/06/2017	GARCIA MICHELLE	Utility Billing Credit Refund	66.75
12841	04/06/2017	GUDINO EDGAR	Utility Billing Credit Refund	161.37
12842	04/06/2017	HERNANDEZ DIANA	Utility Billing Credit Refund	192.35
12843	04/06/2017	HUATO PATRICIA OR CITY OF MADERA	Utility Billing Credit Refund	69.57
12844	04/06/2017	INTELIS CORPORATION	Utility Billing Credit Refund	181.84
12845	04/06/2017	KING MAE	Utility Billing Deposit Refund	147.69
12846	04/06/2017	LAUDERMILK SHENA ANN	Utility Billing Credit Refund	68.02
12847	04/06/2017	LUNA KRIS	Utility Billing Credit Refund	141.23
12848	04/06/2017	MACIEL JAMIE	Utility Billing Credit Refund	97.06
12849	04/06/2017	MADERA MANAGEMENT COMPANY INC	Utility Billing Deposit Refund	35.50
12850	04/06/2017	MARMOLEJO DENISE	Utility Billing Deposit Refund	53.25
12851	04/06/2017	MARTINEZ FERNANDO BLANCO	Utility Billing Credit Refund	150.60
12852	04/06/2017	MATIAS ESTELA PACHECO	Utility Billing Credit Refund	150.48
12853	04/06/2017	MICHELSON JERI C/O NEWTON PROPERTY MANAGEMENT CO	Utility Billing Deposit Refund	29.18
12854	04/06/2017	MIRACLE GLORIA	Utility Billing Credit Refund	195.69
12855	04/06/2017	OPENSHAW PETER	Utility Billing Deposit Refund	76.52
12856	04/06/2017	PATEL ANSURYABEN	Utility Billing Credit Refund	201.15
12857	04/06/2017	PORTERFIELD KELLY	Utility Billing Deposit Refund	54.17
12858	04/06/2017	PRO REALTY	Utility Billing Deposit Refund	3.33
12859	04/06/2017	RICHARDSON JENNIFER OR CITY OF MADERA	Utility Billing Credit Refund	155.73
12860	04/06/2017	RODRIGUEZ IGNACIO M	Utility Billing Deposit Refund	18.75
12861	04/06/2017	SILVA JAVIER OR CITY OF MADERA	Utility Billing Credit Refund	171.35
12862	04/06/2017	SMITH JOHN	Utility Billing Deposit Refund	10.86
12863	04/06/2017	TARIN CONNIE	Utility Billing Credit Refund	201.76
12864	04/06/2017	TARLTON ESTATE AND ASSET MANAGEMENT	Utility Billing Deposit Refund	17.78
12865	04/06/2017	WILLEY TOM AND DENISE C/O MADERA MANAGEMENT CO	Utility Billing Deposit Refund	76.59
12866	04/06/2017	YANG LINDA	Utility Billing Deposit Refund	48.25
12867	04/06/2017	YATES JENNIE	Utility Billing Credit Refund	88.99
12868	04/06/2017	UNITED HEALTHCARE INSURANCE COMPANY	CITY PAID UNITED HEALTH CARE APRIL 2017	249,894.20
12869	04/06/2017	UNITED MUNICIPAL SECURITY	CD CHARGES	187.26
12870	04/06/2017	VANTAGEPOINT TRANSFER AGENTS-457	PLAN 302351 CONTRIBS FOR 4/07/17 PAYROLL	25,758.56
12871	04/06/2017	VILLA GARDENING SERVICE INC	REFURBISHMENT OF PLANTERS AT PUBLIC WORKS	925.00
12872	04/06/2017	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	80.68

Bank # 1 - Union Bank General Account Total 2,035,869.95

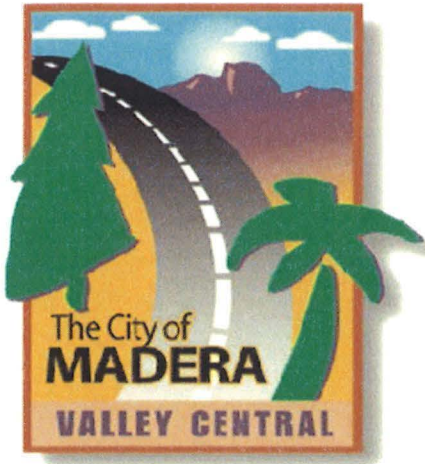
REPORT TO CITY COUNCIL

MEETING DATE: April 19, 2017

AGENDA ITEM NUMBER: B-3

Approved By:


 PUBLIC WORKS DIRECTOR

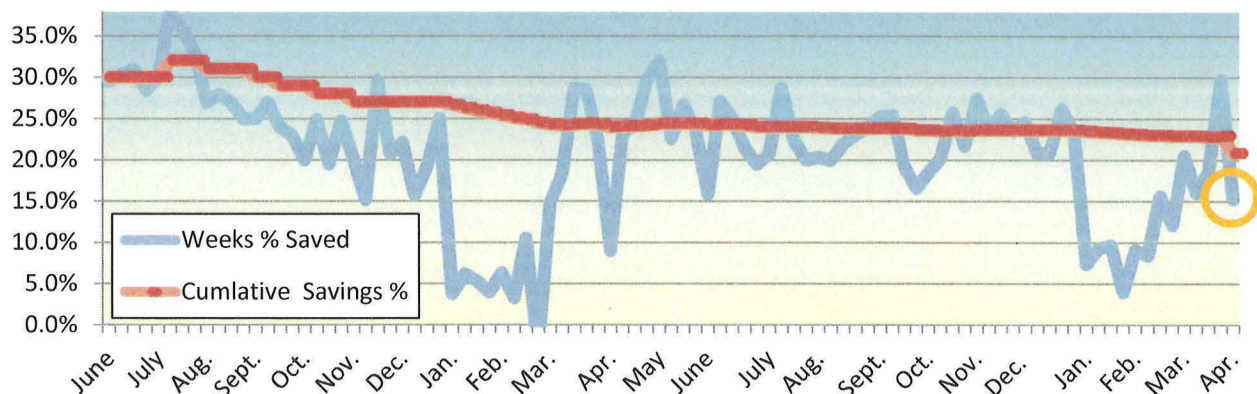
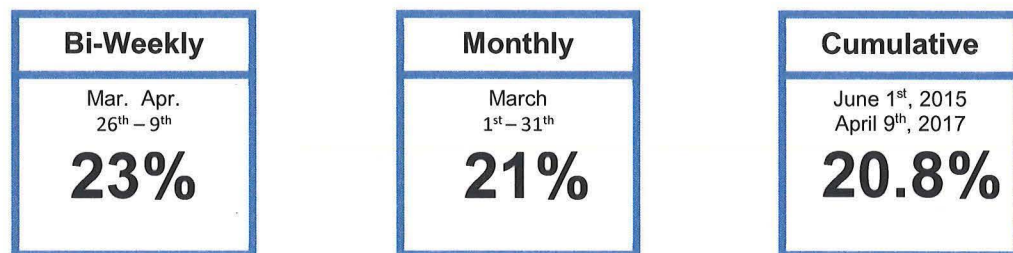

 CITY ADMINISTRATOR


SUBJECT: Bi-Weekly Water Conservation Report for March 27th thru April 9th.

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

BACKGROUND: The State began mandating water conservation goals in June of 2015, the City's initial goal was set as a 32% reduction from water usage levels in 2013. Based on data and the City's particular circumstances, City Staff negotiated a reduction of the goal down to 28%. The State has since suspended its mandatory goals but kept in place various water wasting restrictions, such as not watering with a hose without a control nozzle. In addition to water conservation activities, the Water Conservation Unit of the Water Division is also responsible for reading, maintaining and shutting off and on water meters.

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



WATER PATROL: The water patrol staff made 119 individual public contacts. Below is the most current enforcement data. As part of our local outreach and education, water conservation presentations were made at two local elementary schools: John J. Pershing and Berenda. Handouts were distributed to 235 kids.

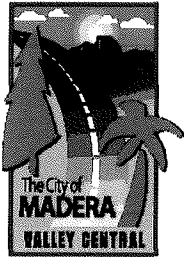
Enforcement			
2 Public Presentations (235 Participants)			
Individual Contacts	119	1 st offenses (\$75)	12
Verbal Warnings	2	2 nd offenses (\$250)	1
Correction Notices	21	3 rd or more offense (\$500)	0

WATER METERS: During this bi-weekly period, the Water Conservation Unit implemented the use of tablets in the field to electronically communicate information to the Utility Billing Division during the water service interruption and restoration process for delinquencies. This implementation has streamlined the process, saving staff time in both departments.

In addition, several meters that were reporting zero flow were investigated which resulted in repairs or replacement of the meters and 4 leaks were discovered during investigations of customer complaints. The Unit also completed programming of the remaining meters installed in the recent Water Meter Installation Project and all meter lists have been submitted to Utility Billing to be entered to the appropriate accounts.

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.



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF April 19, 2017

AGENDA ITEM NUMBER B-4

APPROVED BY


GRANT ADMINISTRATOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A BUDGET AMENDMENT FOR THE THIRD YEAR OF A THREE-YEAR EXISTING AGREEMENT FOR SERVICES WITH LAURIN ASSOCIATES, A DIVISION OF RANEY PLANNING AND MANAGEMENT, TO CONDUCT ANNUAL HOME LONG-TERM MONITORING FOR THE ARBORPOINT AND MADERA FAMILY APARTMENTS

RECOMMENDATION:

Staff recommends Council adopt a resolution approving the budget amendment.

DISCUSSION:

Pursuant to federal and state regulations, HOME-assisted rental projects with 26 or more total units must undergo an annual site-monitoring visit. During the visits, monitoring is conducted to determine compliance, prevent/identify deficiencies, and design corrective actions to improve or reinforce owner/managing agent performance. Both the Arborpoint Apartments (64 units) and the Madera Family Apartments (39 units) received HOME grant assistance and exceed the unit threshold; therefore, these projects require ongoing monitoring to satisfy the regulations.

The three-year agreement with Laurin Associates and a budget amendment for the first year of monitoring were approved by resolution March 18, 2015. Raney Planning and Management conducted the 2017 long-term monitoring. Funds to pay for the monitoring are available from two revenue accounts. The budget amendment allows for the transfer of funds to expenditure accounts. *(See Attachment A.)*

FINANCIAL IMPACT:

The budget amendment does not impact the General Fund because all expenses associated with this agreement will be provided through a combination of a developer fee and HOME funds.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Long-term monitoring of these affordable rental projects supports Action 101.8 by promoting and encouraging the development and redevelopment of low- and moderate-cost housing.

RESOLUTION NO. 17-_____

**A RESOLUTION APPROVING A BUDGET
AMENDMENT FOR THE THIRD YEAR OF A THREE-YEAR EXISTING
AGREEMENT FOR SERVICES WITH LAURIN ASSOCIATES, A
DIVISION OF RANEY PLANNING AND MANAGEMENT, TO CONDUCT
ANNUAL HOME LONG-TERM MONITORING FOR THE
ARBORPOINT AND MADERA FAMILY APARTMENTS**

WHEREAS: Pursuant to federal and state regulations, HOME-assisted rental projects with 26 or more total units must undergo an annual site monitoring visit; and

WHEREAS: The Arborpoint and Madera Family Apartments both require annual site monitoring visits to determine compliance, prevent/identify deficiencies and design corrective actions to improve or reinforce owner/managing agent performance; and

WHEREAS: To conduct the Long-Term Monitoring, a budget adjustment within Funds 43800 and 10200 is required as specified in Attachment A.

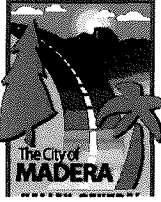
NOW, THEREFORE, THE CITY OF MADERA, hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The budget adjustments as shown in Attachment A are hereby approved and the Finance Director is authorized to take any steps necessary to effectuate the budget adjustments.
3. This resolution is effective immediately upon adoption.

ATTACHMENT A

CITY OF MADERA HOME 2017 Long-Term Monitoring Budget Adjustment

FUND	ACCOUNT NUMBER		DESCRIPTION		
	Org	Object			
Revenue Accounts					
4380	43800000	4659	HOME - DAP Activity- Refunds & Reimbursements		2,678.06
					2,678.06
Expenditure Accounts					
43800	43800000	6440	Contracted Services	2,678.06	+
10200	10211300	6440	Contracted Services	1,761.94	+
Long-Term Monitoring Budget				<u>4,440.00</u>	+



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF April 19, 2017

AGENDA ITEM NUMBER B-5

APPROVED BY


GRANT ADMINISTRATOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution of the City of Madera, California, Authorizing the Submittal of an Extension Request to the California State Department of Housing and Community Development for Extended Funding Under the 2012-CalHome-8711, 2014-CalHome-9862; and the 2014-CalHome-9834 Agreements; the Execution of Standard Agreements if Selected for Extended Funding and Any Amendments Thereto; and Any Related Documents Necessary to Continue Participating in the CalHome 2012 and 2014 Programs and Authorizing the City Administrator or His Designee to Sign the Extension Request, Certifications, Funds Request and Any Related Grant Documents

RECOMMENDATION: Staff recommends Council approve the Resolution.

DISCUSSION: In 2013, the Grants Department submitted an application in response to a Notice of Funding Availability (NOFA) from the California Department of Housing and Community Development (HCD). This NOFA was for Mortgage Assistance, Owner Occupied Rehabilitation (OOR), and a Manufactured Home Set Aside (MHOOR). Eligible applicants included local governments and nonprofits. We received a \$1 million award for OOR. Staff is requesting a second extension for this award.

In 2014, a NOFA from HCD was released, and the Grants Department submitted an application for the maximum activity funding amount. HCD awarded \$1 million to fund the City's OOR program. For the MHOOR program, applications were accepted on an over-the-counter basis. City of Madera delivered to HCD an application for MHOOR. It received an award of \$1 million.

For both the OOR and MHOOR, the maximum loan amounts are \$60,000 per household. Activity delivery fees are included as a portion of the loan.

According to the CalHome Operations Handbook, Section 111 D 1 states, "One hundred percent of funds must be expended within 36 (thirty-six) months of the date of the award of funds by HCD, not the date of execution of the Standard Agreement. All loans to borrowers must be closed by the 36th month, when the Standard Agreement expires. An extension to the Standard Agreement may be requested."

For HCD to consider an extension they require the following:

1. A formal letter on City letterhead requesting an extension. (Please see Exhibits A-1 and A-2.)
2. A copy of the resolution authorizing the extension. (Attached to this staff report.)
3. A copy of the webpage showing the person authorized to sign the Standard Agreement by name and title. (Please see Exhibit B.)
4. A business plan stating how the City will complete the fulfillment of the contract in the remaining twelve months if an extension is granted. (Please see Exhibit C for both OOR Programs and Exhibit D for the MHOOR Program.)

The awards details are in the chart below.

Awarded CalHome Agreements							
Agreement Number	Award Balance	Activity	Expenditure Percentage	Households Assisted	Households Remaining	Award Date(s)	Ending Dates
12-CalHome-8711	\$869,543	OOR	13%	3	15	01/15/2014	06/14/2016*
14-CalHome-9862	\$1,000,000		0%	0	17	01/12/2015	06/14/2017
14-CalHome-9834	\$547,344	MHOOR	50%	11	9		
*First extension ending date							

FINANCIAL IMPACT: Administration of the DAP program will not adversely impact the General Fund. The grant provides enough activity delivery revenue to effectively manage the program and has the potential to reduce other impacts on our General Fund.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The CalHome 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 101.10: Ensure adequate supply of affordable housing by promoting programs to assist in home ownership.

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN EXTENSION REQUEST TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR EXTENDED FUNDING UNDER THE 2012-CALHOME-8711, 2014-CALHOME-9862 AND THE 2014-CALHOME-9834 AGREEMENTS; THE EXECUTION OF STANDARD AGREEMENTS IF SELECTED FOR EXTENDED FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO CONTINUE PARTICIPATING IN THE CALHOME 2012 AND 2014 PROGRAMS AND AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO SIGN THE EXTENSION REQUEST, CERTIFICATIONS, FUNDS REQUEST AND ANY RELATED GRANT DOCUMENTS

WHEREAS:

- A. The City of Madera, a political subdivision of the State of California, applied for and received allocations of funds through the CalHome Program; and
- B. The California Department of Housing and Community Development (hereinafter referred to as "HCD") issued Notices of Funding Availability ("NOFA") for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and
- C. The City of Madera wishes to request an extension of the 12-CalHome-8711, 14-CalHome-9862 and 14-CalHome-9834 awards; and
- D. According to the CalHome Operations Handbook, Section 111 D 1 states, "One hundred percent of funds must be expended within 36 (thirty-six) months of the date of the award of funds by HCD, not the date of execution of the Standard Agreement. All loans to borrowers must be closed by the 36th month, when the Standard Agreement expires. An extension to the Standard Agreement may be requested."

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 City of Madera shall deliver to HCD the following items to request a one-year extension of its 12-CalHome-8711, 14-CalHome-9862, and 14-CalHome-9834 awards.
 - a. A formal letter on the City's letterhead requesting an extension.
 - b. A copy of the resolution authorizing the extension.

- c. A copy of the webpage showing the person authorized to sign the Standard Agreement by name and title.
 - d. Two business plans, one for both OOR Programs, and one for the MHOOR Program, stating how the contractor will complete the fulfillment of the contract in the remaining twelve months if an extension is granted.
- 3. The City of Madera authorizes David R. Tooley, City Administrator, or his designee to execute in the name of the City of Madera, the application, the Standard Agreement, and all other documents required by HCD for participation in the CalHome Program, and any amendments thereto subject to the approval of the City Attorney.
- 4. This resolution is effective immediately upon adoption.

April 20, 2017

Bizzou Gervais, Representative II
Housing and Community Development
2020 W. El Camino Ave, Room 650
Sacramento, CA 95833

Re: City of Madera 12-CalHome-8711

Dear Mr. Gervais:

This letter serves to provide a formal request for an extension of our above-referenced agreement. I respectfully request that a one-year (1) extension be granted, which would allow our staff to assist households and thereby maximize the use of the grant funds. The chart below provides details about the agreement.

Awarded CalHome Agreement							
Agreement Number	Award Balance	Activity	Expenditure Percentage	Households Assisted	Households Remaining	Award Date(s)	Ending Dates
12-CalHome-8711	\$869,543	OOR	13%	3	15	01/15/2014	06/14/2016*
							06/14/2017

*First extension ending date

Enclosed are items as follows:

1. A copy of the resolution authorizing the extension.
2. A copy of the webpage showing the person authorized to sign the Standard Agreements by name and title.
3. A business plan stating how the contractor will complete the fulfillment of the contract in the remaining twelve months if an extension is granted.

According to the CalHome Operations Handbook, Section III D 1 states, "One hundred percent of funds must be expended within 36 (thirty-six) months of the date of the award of funds by HCD, not the date of execution of the Standard Agreement. All loans to borrowers must be closed by the 36th month, when the Standard Agreement expires. An extension to the Standard Agreement may be requested." Further, you request a business plan stating how we will complete the fulfillment of the contract in the remaining twelve months if an extension is granted.

Thank you for your attention to my letter. If I can provide further details, or if you have questions about this request, then do not hesitate to contact me at (559) 661-3693 or via email at: jrojas@cityofmadera.com.

Very truly yours,

Jorge Antonio Rojas
Program Manager – Grants

/jar

July 3, 2017

Bizzou Gervais, Representative II
Housing and Community Development
2020 W. El Camino Ave, Room 650
Sacramento, CA 95833

Re: City of Madera 14-CalHome-9862 and 14-CalHome-9834

Dear Mr. Gervais:

This letter serves to provide a formal request for an extension of our above-referenced agreements. I respectfully request that a one-year (1) extension be granted, which would allow our staff to assist households and thereby maximize the use of the grant funds. The chart below provides details about the agreement.

Awarded CalHome Agreement							
Agreement Number	Award Balance	Activity	Expenditure Percentage	Households Assisted	Households Remaining	Award Date(s)	Ending Dates
14-CalHome-9862	\$1,000,000	OOR	0%		17	01/12/2015	9/24/17
14-CalHome-9834	\$547,344	MHOOR	50%	11	9		

Enclosed are items as follows:

1. A copy of the resolution authorizing the extensions.
2. A copy of the webpage showing the person authorized to sign the Standard Agreements by name and title.
3. A business plan for the two agreements stating how the contractor will complete the fulfillment of the contract in the remaining twelve months if an extension is granted.

According to the CalHome Operations Handbook, Section III D 1 states, "One hundred percent of funds must be expended within 36 (thirty-six) months of the date of the award of funds by HCD, not the date of execution of the Standard Agreement. All loans to borrowers must be closed by the 36th month, when the Standard Agreement expires. An extension to the Standard Agreement may be requested." Further, you request a business plan stating how we will complete the fulfillment of the contract in the remaining twelve months if an extension is granted.

Thank you for your attention to my letter. If I can provide further details, or if you have questions about this request, then do not hesitate to contact me at (559) 661-3693 or via email at: jrojas@cityofmadera.com.

Very truly yours,

Jorge Antonio Rojas
Program Manager – Grants

/jar

What is the council's function?

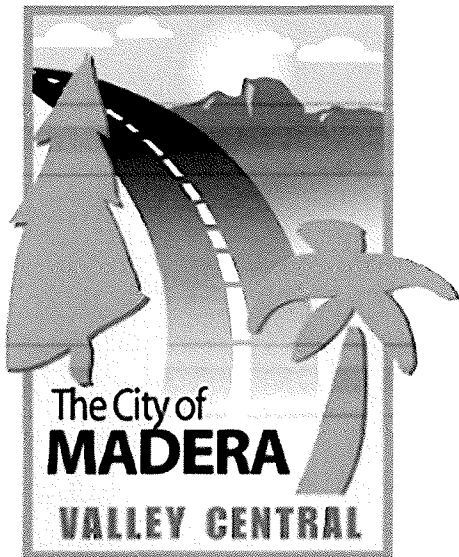
The council is the legislative body; its members are the community's decision makers. Power is centralized in the elected council, which approves the budget and determines the tax rate, for example. The council also focuses on the community's goals, major projects, and such long-term considerations as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The council hires a professional manager to carry out the administrative responsibilities and supervises the manager's performance.

**A message from City of Madera
Administrator David Tooley:**

From time to time I'll provide a discussion on issues that may be of interest to Madera citizens. I'll report and comment on events at the local, state or federal level and how they affect us in Madera. In all cases I'll report the facts as I understand them, share where I think those facts are leading us, and usually offer a few ideas about what we as a community might do in response. I will share these thoughts in a [blog hosted here](#).

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City of Madera

CalHome Owner-Occupied
Residential Rehabilitation Program
Business Plan for
12-CalHome-8711 and 14-CalHome-9862

205 W. Fourth Street
Madera, CA 93637

p. 559-661-3693
f. 559-674-2972

jrojas@cityofmadera.com
www.cityofmadera.ca.gov



EXHIBIT C

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I. Introduction

City of Madera is committed to improving our community's existing housing stock. City staff works closely with the Madera Successor Agency and the Madera Housing Authority to develop programs designed to satisfy this commitment. From 1997 to the present, we have continually worked with HCD's Home Program and the CalHome Program. We have provided 40 homeowners with health and safety improvements.

II. Objectives

Staff is confident about our ability to achieve objectives using the following timeline.

Performance Period	Milestone	Budget
April to June 2017	Assist ten households	\$600,000
July 2016 to December 2017	Assist ten households	\$600,000
January to June 2018	Assist eleven households	\$669,543

III. Mission Statement

City of Madera is committed to delivering quality public services with integrity, courage, compassion, and competence to our diverse community.

IV. Keys to Success

To market the program, staff drafted Bilingual flyers. City of Madera operates the CalHome Owner-Occupied Residential (OOR) Rehabilitation Program in conjunction with the Successor Agency's Neighborhood Revitalization staff. When our Neighborhood Stabilization staffs are in

PAGE 2 OF 8



EXHIBIT C

the field, they provide the flyers to owner-occupants. Staff also distributed the flyer to our community's service providers. Staff also markets the OOR through the City's Utility Billing Newsletter. The newsletter reaches over 14,000 account holders.

V. Program Description

The OOR program operates within Census Tracts 6.02, 8.00 and 9.00. Neighborhoods in these census tracts are considered "transitional." This is because many of the homes are in excellent condition with well-maintained landscaping. They are interspersed with homes characterized by years of deferred maintenance. One of the OOR program's goals is to improve attitudes about property maintenance. The program's operational boundaries are within proximity to downtown. Downtown property owners and businesses may also improve their attitudes about property maintenance.

City of Madera has actively pursued and received funding opportunities and managed the city's Grant portfolio. These grants have provided funding from federal, state, and nonprofit agencies for a wide array of activities, including housing, economic development and infrastructure projects. Staff has successfully executed grants from the state HOME and Federal NSP programs, to provide owner-occupied residential rehabilitation.

We have formed a relationship with the Madera Successor Agency (MSA). MSA staff has developed a particular expertise in rehabilitating and reconstructing residential properties. In an effort to engage residents, MSA staff conducts neighborhood meetings. These meetings have resulted in greater connectivity among residents and introduced the concept of "neighborhood assets." Many residents are unaware of this concept and feel a sense of community disenfranchisement. Because of the neighborhood meetings, residents now take pride in many attributes of their neighborhoods, despite the presence of recognizable inadequacies including disproportionate levels of crime, vacant and deteriorating structures, and certain deficiencies in public infrastructure.

Together, we assist homeowners to improve their unsafe, unhealthy homes by addressing health and safety issues, dilapidation, deterioration and faulty inadequate utilities. Our partnership possesses extensive experience administering and operating housing programs in our community.

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We carry out and administer the OOR program. It assists eligible Low or Very Low Income homeowners of single-family homes with correction of health and safety items as well as energy efficiency measures. Our assistance is in the form of a 30-year deferred, zero-interest, and silent second loans due and payable when title to the home changes, or the home is not the owner's primary residence, or the homeowner refinances with cash out. Program participants may make voluntary payments at any time. Loans shall be secured with a Promissory Note and a Deed of Trust. Any additional documents to secure our loan assistance to owners of single-family homes as required by the CalHome Program shall be implemented. All applicants are income qualified according to the most recent income limits by household size. Our maximum subsidy limit is \$55,000. Program participants shall be required to maintain fire and/or flood insurance. Our program incorporates all applicable CalHome loan servicing and annual monitoring guidelines.

VI. Hours of Operation

City of Madera Administration operates Monday through Friday, and is open to the public from 8:00 a.m. to 5:00 p.m.

VII. Management

The chart below lists all team members responsible for the implementation and operation of the CalHome Owner-Occupied Residential OOR Rehabilitation Program. Each member's role is briefly described, as well as, their estimated amount of hours per month devoted to the administration of the OOR program.

Name	Roles/responsibilities	Estimated Monthly Hours	Telephone	E-mail Address
Ivette Iraheta	Grants Administrator—provides oversight, direction, and supervision of grant programs.	5	559-661-3692	iiraheta@cityofmadera.com



Jorge Antonio Rojas	Program Manager—performs administrative duties and oversees day-to-day program support work; responsible for report preparation and guidance to both city staff and program participants. Interacts with program participants and Loan Review Committee; performs participant eligibility determination, complies and maintains individual program participant files.	20	559-661-3693	jrojas@cityofmadera.com
Tim Przybyla or his designee	Financial Services Director—provides oversight and maintains all accounting records for our grant-assisted programs and activities. His role, or his designee's role) and responsibilities include the entire spectrum of municipal finance.	5	559-661-5453	tprzybyla@cityofmadera.com
Steve Woodworth	Participates in home inspections, scope of work elements, bid tour and contractor selection. Conducts re-inspections to determine repairs meet code. Signs building permits during various stages of work and upon completion.	10	559-661-5446	swoodworth@cityofmadera.com

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EXHIBIT C



Bob Wilson	Provides oversight of staff assigned to identify potential homes, participates in home inspections, scope of work elements, bid tour, and contractor selection, reviews, and approves progress payment requests.	20	559-661-5188	bwilson@cityofmadera.com
Maribel Hernandez	Assist residents with home improvement and correction of violations by providing information on available City of Madera grants and loans through available residential rehabilitation programs.	50	559-661-5118	mhernandez@cityofmadera.com
Andrew J. Martinez Sr.	Assist residents with home improvement and correction of violations by providing information on available City of Madera grants and loans through available residential rehabilitation programs.	50	559-661-5186	amartinez@cityofmadera.com

VIII. Financial Management

City of Madera's Finance Department manages, monitors, and provides necessary financial services regarding the implementation of the OOR Program. The scope and conditions of operation of the OOR Program include checks and balances. Further, all federal and State policies, procedures, certifications and assurances required of CITY are provided by the Finance Department with regard to providing services for the OOR Program.



IX. Market Analysis

In the City of Madera, property owners of vacant buildings opt to board up their buildings and leave it vacant in lieu of repairs and maintenance. Although property owners have a right to do this, City of Madera requires that if a building is left vacant or boarded up and is no longer able to be used for its purpose, the owner has 90 days to bring the property up to standard. This entails boarding and securing, painting the boards to match the exterior to maintain aesthetics in the neighborhoods, registering the property, and regular maintenance and fence repair, removal of litter, accumulated trash and overgrown lawns and/or weeds. If property owners refuse to comply, enforcement and possible fines ensue.

Following the foreclosure crisis, vacant buildings became a bigger source of blight in both residential and nonresidential neighborhoods. Vacant, substandard, or unkempt buildings can discourage economic development and deflate property values. Vacant buildings are potential fire hazards and can jeopardize the ability of owners of neighboring property from securing or maintaining affordable fire insurance. They have the potential to attracting gangs, criminal drug related activities, and become housing for transients. As Madera's rental housing ages, there will be a growing need to rehabilitate these units. It is important that City of Madera, to the maximum extent possible, maintain programs that offer housing rehabilitation assistance.

As Madera's housing ages, there will be a growing need to rehabilitate these units. It is important that City of Madera, to the maximum extent possible, maintain programs that offer housing rehabilitation assistance.

X. Market Segmentation

City of Madera's OOR Program is available to eligible owner-occupants within the city limits. The program's terms (zero percent interest, deferred for 30 years) are not available through any lender or non-profit.



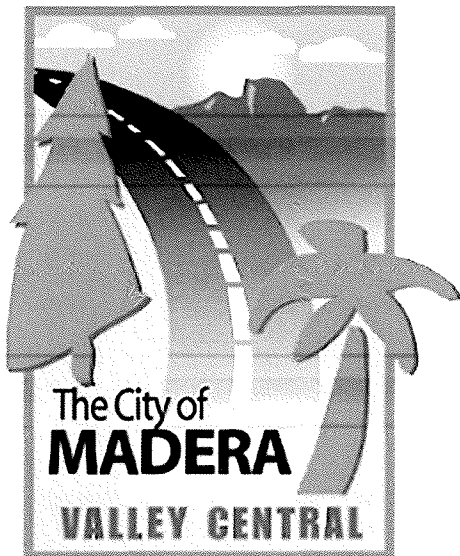
XI. Advertising and Promotion

When our Neighborhood Stabilization staffs are in the field, they provide the flyers to owner-occupants. Staff also distributed the flyer to our community's service providers. Staff also markets the OOR Program in City of Madera's Utility Billing Newsletter. The newsletter reaches over 14,000 account holders.

XII. Financial Management

City of Madera's Finance Department manages, monitors, and provides necessary financial services regarding the implementation of the OOR Program. The scope and conditions of operation of the OOR Program include checks and balances. Further, all federal and State policies, procedures, certifications and assurances required of City of Madera are provided by the Finance Department with regard to providing services for the OOR Program.





City of Madera

CalHome Owner-Occupied
Manufactured Housing Repair/Replacement Program
Business Plan for
14-CalHome-9834

205 W. Fourth Street
Madera, CA 93637

p. 559-661-3693
f. 559-674-2972

irojas@cityofmadera.com
www.cityofmadera.ca.gov



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I. Introduction

City of Madera is committed to improving our community's existing housing stock. City staff works closely with the Madera Successor Agency and the Madera Housing Authority to develop programs designed to satisfy this commitment. From 1997 to the present, we have continually worked with HCD's Home Program and the CalHome Program. We have provided 40 homeowners with health and safety improvements.

II. Objectives

Staff is confident about our ability to achieve objectives using the following timeline.

Performance Period	Milestone	Budget
April to June 2017	Assist one households	\$58,245
July 2016 to December 2017	Assist three households	\$174,735
January to June 2018	Assist three households	\$174,735

III. Mission Statement

City of Madera is committed to delivering quality public services with integrity, courage, compassion, and competence to our diverse community.

IV. Keys to Success

To market the Manufactured Housing Owner-Occupied Repair/Replacement Program (MHOOR), staff drafted Bilingual flyers. Staff mailed the flyer to the 197 manufactured housing spaces located in the Meadows Mobile Home Park.

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EXHIBIT D



V. Program Description

The MHOOR program operates within the Meadows Mobile Home Park. We assist homeowners to improve their unsafe, unhealthy homes by addressing health and safety issues, dilapidation, deterioration and faulty inadequate utilities.

We carry out and administer the MHOOR program. It assists eligible Low or Very Low Income owner-occupants of manufactured homes with correction of health and safety items as well as energy efficiency measures or replacement of their existing manufactured home. Our assistance is in the form of a 30-year deferred, zero-interest, and silent second loan due and payable when title to the home changes, or the home is not the owner's primary residence, or the homeowner refinances with cash out. Loans shall be secured with a Promissory Note, and are forgiven. Any additional documents to secure our loan assistance to owners of single-family homes as required by the CalHome Program shall be implemented. All applicants are income qualified according to the most recent income limits by household size. Our maximum subsidy limit is \$55,000. Program participants shall be required to maintain fire and/or flood insurance and current property taxes. Our program incorporates all applicable CalHome loan servicing and annual monitoring guidelines.

VI. Hours of Operation

City of Madera Administration operates Monday through Friday, and is open to the public from 8:00 a.m. to 5:00 p.m.

VII. Management

The chart below lists all team members responsible for the implementation and operation of the CalHome MHOOR program. Each member's role is briefly described, as well as, their estimated amount of hours per month devoted to the administration of the MHOOR program.

EXHIBIT D



Name	Roles/responsibilities	Estimated Monthly Hours	Telephone	E-mail Address
Ivette Iraheta	Grants Administrator—provides oversight, direction, and supervision of grant programs.	5	559-661-3692	iiraheta@cityofmadera.com
Jorge Antonio Rojas	Program Manager—performs administrative duties and oversees day-to-day program support work; responsible for report preparation and guidance to both city staff and program participants. Interacts with program participants and Loan Review Committee; performs participant eligibility determination, complies and maintains individual program participant files.	20	559-661-3693	jrojas@cityofmadera.com
Tim Przybyla or his designee	Financial Services Director—provides oversight and maintains all accounting records for our grant-assisted programs and activities. His role, or his designee's role) and responsibilities include the entire spectrum of municipal finance.	5	559-661-5453	tprzybyla@cityofmadera.com

EXHIBIT D



VIII. Financial Management

City of Madera's Finance Department manages, monitors, and provides necessary financial services regarding the implementation of the MHOOR Program. The scope and conditions of operation of the MHOOR Program include checks and balances. Further, all federal and State policies, procedures, certifications and assurances required of City of Madera are provided by the Finance Department with regard to providing services for the MHOOR Program.

IX. Market Analysis

There are three manufactured home parks within the City of Madera. Of the three, two do not have the necessary zoning permits. This impedes the ability of the residents of the two manufactured home parks from participating in the MHOOR Program. Our program operates in the Meadows Mobile Home Park located at 1218 E. Cleveland Avenue, Madera, CA 93638. The Meadows Mobile Home Park has the potential of accommodating 197 manufactured homes. Many of the manufactured homes in the Meadows Mobile Home Park are in need of repairs or replacement.

According to a website, MHVillage, the Meadows Mobile Home Park was built in 1974. The Park features wide and paved streets with curb and gutter. Its features include a clubhouse, planned social activities, on-site staff, billiard room, boat/RV storage, recreational facilities, a library and swimming pool and off-street parking. It is an age-restricted (55+) community and small animals under 25 pounds are allowed.

As Madera's housing ages, there will be a growing need to rehabilitate these units. It is important that City of Madera, to the maximum extent possible, maintain programs that offer housing rehabilitation assistance.

EXHIBIT D



X. Market Segmentation

City of Madera's MHOOR Program is available to eligible owner-occupants within the city limits. The program's terms (zero percent interest, deferred for 30 years) are not available through any lender or non-profit.

XI. Advertising and Promotion

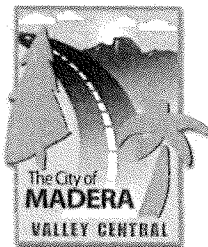
When our Neighborhood Stabilization staffs are in the field, they provide the flyers to owner-occupants. Staff also distributed the flyer to our community's service providers. Staff also markets the MHOOR Program in City of Madera's Utility Billing Newsletter. The newsletter reaches over 14,000 account holders.

XII. Financial Management

City of Madera's Finance Department manages, monitors, and provides necessary financial services regarding the implementation of the MHOOR Program. The scope and conditions of operation of the MHOOR Program include checks and balances. Further, all federal and State policies, procedures, certifications and assurances required of City of Madera are provided by the Finance Department with regard to providing services for the MHOOR Program.

EXHIBIT D





REPORT TO CITY COUNCIL

COUNCIL MEETING OF April 19, 2017
AGENDA ITEM NUMBER B-6


REPORT BY: **Mary Anne Seay**

Director, Parks & Community Services Department


APPROVED BY: **David Tooley**

City Administrator

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council:

- 1) Adopt the resolution approving the Lease Agreement between the City and the Community Action Partnership of Madera County, Inc. (CAPMC) for occupation and use of facilities at Millview Community Center for use in CAPMC's Head Start program.
- 2) Authorize the Mayor to execute the Lease Agreement on behalf of the City.

SUMMARY AND DISCUSSION:

The City has maintained a written Lease Agreement for over 20 years with the CAPMC for their use of parts of the Millview Community Center. The CAPMC uses the Center to house a Head Start program that provides school readiness for children below the eligibility age for kindergarten. Per the terms of the Agreement, the CAPMC has exclusive use of the west wing of the facility including a kitchen, as well as use of an outdoor play area and playground equipment. Last year the active Agreement established in 1995 between the two parties and its two subsequent amendments were consolidated into a new single document. Staff desires to renew the consolidated Agreement for an additional one year term.

The following provisions were contained in the 1995 document (original Agreement) and subsequent amendments and were retained in the new Lease Agreement created in 2016:

- The CAPMC has exclusive use of the property they lease.
- The CAPMC must pay for all building maintenance (interior and exterior) for their leased portion.
- The CAPMC pays all utilities, custodial supplies and services for the portion of the property they lease.
- The CAPMC is responsible to replace all equipment including air conditioning.
- In exchange for their use of the facilities, the CAPMC will pay \$500.00 in monthly rent.

FINANCIAL IMPACT:

The proceeds of the rent from the Agreement will provide \$6,000.00 in annual revenue to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Strategies and Actions:

- | | |
|----------------|--|
| Strategy 113 - | Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups. |
| Strategy 215 - | Ensure educational and occupational opportunities are available to all Maderans. |
| Action 314.2 - | Continue and expand facilities for youth-at-risk. |

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA APPROVING A LEASE AGREEMENT
BETWEEN THE CITY OF MADERA AND THE COMMUNITY
ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR
OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW
COMMUNITY CENTER, AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City owns and operates for the benefit of the public a facility known as Millview Community Center (MCC) at Madera Sunrise Rotary Sports Complex; and

WHEREAS, the Community Action Partnership of Madera County, Inc. (CAPMC) has used MCC as a location to operate their Head Start program for the benefit of Madera's pre-school age children; and

WHEREAS, the City and the CAPMC have historically collaborated, each contributing resources they control and possess to make the operation of the Head Start program possible; and

WHEREAS, the City and the CAPMC have previously entered into, a Lease Agreement setting forth the duties and obligations of each party with respect to the lease of facilities at MCC by the CAPMC for the Head Start program; and

WHEREAS, the City and the CAPMC desire to renew the Lease Agreement for an additional one-year term.

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

1. The above recitals are true and correct.
2. The Lease Agreement between the City and the Community Action Partnership of Madera County, Inc., which is on file in the Office of the City Clerk and is referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

AGREEMENT BETWEEN THE CITY OF MADERA AND THE
COMMUNITY ACTION PARTNERSHIP OF MADERA
COUNTY, INC. FOR OCCUPATION AND USE OF
FACILITIES AT THE MILLVIEW COMMUNITY CENTER

This Agreement is made this 19th day of April, 2017, by and between the City of Madera, hereinafter referred to as "City," and the Community Action Partnership of Madera County, Inc. (CAPMC), hereinafter referred to as "Lessee".

RECITALS:

1. The City owns the property at 1901 Clinton Street in Madera, commonly called the Millview Community Center (the "Center").
2. The primary function of the Center is to provide space for recreational and educational programming that benefits young residents of Madera and their families.
3. In the Madera community, CAPMC provides Head Start programming which includes comprehensive education, medical and dental screenings, mental health services, nutrition, and social services for pre-school age children.
4. CAPMC desires to maintain its Head Start program located at the Center since 1995, in part, by entering into a new Lease Agreement with the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the City and Lessee as follows:

I. PURPOSE:

Lessee desires to occupy and use certain real and personal property ("Facilities") located at 1901 Clinton Street, Madera, California, which is owned by the City of Madera. The City wishes to formalize terms and conditions of use and occupancy through a lease agreement (the "Lease"). The City of Madera agrees to permit Lessee to use the specified facilities subject to the terms and conditions set forth herein.

II. TERM:

The term of this Lease ("Term") shall be for a period commencing on April 19th, 2017, and ending on April 18th, 2018, for a total of twelve (12) months.

III. RENT:

Lessee shall have and hold leased premises, together with the appurtenances, rights, privileges and easements thereunto belonging or appertaining unto Lessee, for rental of \$500.00 per month payable on the first day of each month for which rent is due. The first payment for May 2017 shall be due on May 1st, 2017.

IV. OTHER OBLIGATIONS OF THE LESSEE:

Lessee shall furnish, during the lease term, at Lessee's sole expense, the following:

- a. All building repairs both inside and out, including the roof. Means and methods of repair shall be subject to the approval of the City's Director of Parks and Community Services.
- b. All equipment maintenance and replacement including air conditioning units. Replacement of equipment shall be subject to the approval of the City's Parks and Community Services Director.
- c. Inside custodial supplies and services.

V. FACILITIES:

The Facilities to be rented shall include:

- a. The Center for a total of 3,588 square feet.
- b. The kitchen for a total of 1,500 square feet.
- c. The playground for a total of 6,011 square feet.

VI. PERMITTED USE:

Lessee shall use the Facilities solely and exclusively for activities related to the education, recreation or well-being of the City's youth and/or their families in accordance with the mission and purpose of the CAPMC Head Start program. The City of Madera agrees to allow Lessee the sole and uninterrupted use of the rented Facilities described herein.

Any other use of the rented Facilities by Lessee must be pre-approved by the Director of Parks and Community Services, and shall be immediately terminated upon notice from the Director. Prohibited activities include, but are not limited to:

- a. Any activity that in the judgment of the City threatens the health and welfare of the public, clients, neighbors, City employees, contractors and volunteers, and any other Center Lessee or tenant.
- b. Any activity that is in violation of Local, State or Federal law, or City ordinance or administrative policy.
- c. Profit making activities without prior approval and consent of the City.
- d. Political activities.
- e. Activities that may damage any finish, surface, landscape, fixture or equipment of the building or grounds.
- f. Storing, manufacturing or selling any inherently dangerous or illegal substances, chemicals, things or devices.
- g. Any activity or practice that discriminates on the basis of gender, gender identity, gender expression, race, color, ethnicity, national origin, ancestry, marital status, medical condition, genetic information, religion, sexual orientation, political affiliation, position in a labor dispute or physical disability.

VII. ACCESS:

Lessee shall have access to their rented Facilities to perform Head Start related programming during the normal operating hours of the program and access to perform general administrative responsibilities during off hours and weekends. Lessee shall control the issuance of keys to the facility, issuing only a single set of keys per employee stationed at the Center. Lessee shall ensure that the City has been provided at least one current set of keys throughout the term of this Lease.

VIII. PARKING:

During the term of this Lease, Lessee shall have the non-exclusive use in common with City, the public, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by City. City reserves the right to designate parking areas adjacent to the Center or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. City

reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility and other uses as the City sees fit.

IX. DEFAULT:

Lessee shall be in default of this Lease if Lessee fails or refuses to pay rent in full when due to City as herein provided; default for non-payment of rent may be cured by Lessee within fifteen (15) days after written notice thereof is given to Lessee by City by full payment of all rent due and owing to City. Default shall also occur if any of the covenants or conditions contained in this Lease are not kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by City without correction thereof then having been commenced and thereafter diligently prosecuted. In the event of default as provided herein, City may declare the Term of this Lease ended and immediately terminated by giving Lessee written notice of such termination, and if possession of the Leased Premises is not surrendered by Lessee, City may reenter said premises upon delivery of such notice of termination. City shall have, in addition to the remedy above provided, any other right or remedy available to City for default by Lessee, either in law or equity. City shall use reasonable efforts to mitigate its damages.

X. QUIET POSSESSION:

City covenants and warrants that upon continued performance by Lessee of its obligations hereunder, City will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the leased Facilities as contemplated herein during the Term of this Lease.

XI. CONDEMNATION:

If any legally, constituted authority condemns the Center or such part thereof which shall make the leased Facilities unsuitable for leasing, this Lease shall cease when the public authority takes possession, and City and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

XII. SUBORDINATION:

Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the leased Facilities, or upon the Center and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased Facilities of the Center, and Lessee agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as City may request. In the event that Lessee should fail to execute any instrument of subordination herein required to be executed by Lessee promptly as requested, Lessee hereby irrevocably authorizes City to act as its attorney-in-fact to execute such instrument in Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by City execute and deliver to such persons as City shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that City is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as City shall reasonably require.

XIII. PROPERTY TAXES:

City shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the leased Facilities, and all personal property taxes with respect to City's personal property, if any, on the leased Facilities. Lessee shall be responsible for paying all personal property taxes with respect to Lessee's personal property at the leased Facilities.

XIV. SUBLEASE AND ASSIGNMENT:

Lessee shall not sublease all or any part of the leased Facilities, or assign this Lease in whole or in part without City's written consent.

XV. REPAIRS:

During the Lease Term, Lessee shall make, at Lessee's expense, all necessary repairs to the leased Facilities. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the leased Facilities damaged or worn through other than normal occupancy, subject to the obligations of the parties otherwise set forth in this Lease.

XVI. ALTERATIONS AND IMPROVEMENTS:

Subject to City's written consent in City's sole discretion, Lessee may remodel, redecorate, and make additions, improvements and replacements of parts of the leased Facilities from time to time, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased Facilities, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease Term or placed or installed on the leased Facilities by Lessee thereafter, shall remain Lessee's property free and clear of any claim by City. Lessee shall have the right and responsibility to remove the same at any time during the term of this Lease or upon termination provided that all damage to the leased Facilities caused by such removal shall be repaired by Lessee at Lessee's expense. Failure by Lessee to remove any such property, fixtures or installations from the Facilities upon termination of the Lease shall be deemed abandonment thereof, whereupon City shall have the right to remove such items at Lessee's expense.

XVII. SIGNS:

Any sign or signs to be placed on the Center or the leased Facilities by Lessee shall require the City's written consent, which consent shall not be unreasonably refused or delayed. Sign placement and installation shall comply with all City policies and building regulations for the Center. Lessee shall repair all damage to the leased Facilities or to Center property caused by the placement of signs thereon, or resulting from the removal of signs installed by Lessee.

XVIII. DISCRIMINATION:

Lessee will serve its target population in an environment that encourages diversity and shall not discriminate on the basis of gender, gender identity, gender expression, race, color, ethnicity, national origin, ancestry, marital status, medical condition, genetic information, religion, sexual orientation, political affiliation, position in a labor dispute or physical disability.

XIX. MAINTENANCE AND REPAIRS:

City shall repair any damage or destruction due to fire, the elements, acts of God, or other causes not the fault of Lessee or any persons in or about the premises with the expressed or implied consent of Lessee. The rent payable by Lessee pursuant to this Lease shall be abated to the extent such damage or destruction renders the Facilities uninhabitable by Lessee until the necessary repairs are made. In the event that the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceed fifty (50) percent of the replacement value of all buildings and improvements now located on the property, City may, at its option, either cancel this lease and return any unearned rent previously paid under this lease by Lessee or continue this lease and abate the rent as set forth in this section until such time as the necessary repairs to the Facilities and/or the Center have been made.

City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of City. Lessee shall be relieved from paying rent and other charges during any portion of the Lease Term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes. Rent and other charges paid in advance for any such period shall be credited on the next ensuing payment, if any, but if no further payments are made, any such advance payment shall be refunded to Lessee.

Lessee shall be responsible for the cleaning and maintenance of the Facilities and that portion of the property which is leased and/or used exclusively by Lessee. Notwithstanding anything in this section to the contrary, Lessee agrees that it shall also be solely responsible for cleaning all common areas after each event or other use of said areas by Lessee.

Lessee agrees to reimburse City for damage sustained to the Facilities other than ordinary wear and tear, to include building, furniture, equipment, or supplies, if such damage is caused by

Lessee or the agents, officers, members, partners, clients, volunteers, and/or employees of Lessee.

XX. ENTRY BY CITY:

Lessee shall permit City and City's agents to enter onto and upon the Facilities without notice in the case of an emergency as defined by the Parks and Community Services Director or her designee. Otherwise, City will provide Lessee with twenty-four (24) hours advanced notice prior to entry for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, and for posting notices. Such entry shall not impair the operation of the Lessee's business.

XXI. INDEMNIFICATION:

City will defend, indemnify, and hold harmless Lessee, its agents, officers, volunteers and employees, against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of City and its officers, agents, volunteers or employees in the performance of this Lease, except for such suits and claims which are due solely to the negligence or willful misconduct of Lessee.

Except for the sole negligence of City, Lessee shall defend, indemnify and keep and hold City, including City's officers, employees, agents, their successors and assigns, harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of Lessee, sustained in, on, or about the demised premises or arising out of Lessee's use or occupancy thereof, as a proximate result of the acts or omissions of Lessee, its employees and agents, or its contractors, licensees, invites or subtenants, their successors and assigns or arising out of the condition of the property. City shall, by appropriate, written notice to Lessee, advise Lessee as soon as practicable regarding any potential liability of Lessee under this Section.

XXII. INSURANCE:

Lessee shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the Facilities. The cost of insurance shall be borne by the Lessee.

Minimum Scope and Limits of Insurance

Lessee shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.
- Property Insurance for full replacement cost (\$1,333,000) with no coinsurance penalty provision.

If Lessee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Lessee.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of Lessee's leased portion of Facilities.
- Lessee's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance

maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Lessee shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before occupancy or work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

XXIII. MISCELLANEOUS:

A. The undersigned hereby acknowledges that he/she has read and fully understands the terms and conditions of this Lease. The person signing for each party represents that he/she has the full authority to act for the entity on whose behalf this Agreement is signed.

B. For purposes of writing and receiving grant monies or participation in other programs requiring matching dollars and for in-kind services, the Lessee will use the following formulas to derive dollar amounts:

Center/Kitchen	\$0.65 per square foot
Playground	\$.045 per square foot

XXIV. CONTINGENT UPON APPROVAL:

The parties recognize that the effectiveness of this Agreement is contingent upon approval by the City Council of the City of Madera. This Agreement will be presented to the Madera City Council to be ratified at a lawfully called meeting.

XXV. OTHER DOCUMENTS:

All parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize this Agreement.

XXVI. EXECUTION BY FACSIMILE OR IN COUNTERPARTS:

A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

XXVII. NOTICES:

Any notice to be given to either party by the other party shall be in writing and shall be served either personally or by the U.S. Postal services to the following addresses:

To the City:

Parks & Community Services
City of Madera
501 E. 5th Street
Madera, CA 93638

To Lessee:

Community Action Partnership of Madera County, Inc.
Head Start Office
1225 Gill Avenue
Madera, CA 93637
(559) 673-9173

XXVIII. SEVERABILITY:

If any provision of this Agreement is held to be void, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

XXIX. TERMINATION:

City may, by written notice to Lessee, terminate this lease in whole or in part at any time, by notice in writing to Lessee or its officers or agents, whether for City's convenience or because of the failure of Lessee to fulfill the obligations herein. Upon receipt of written notice, Lessee shall discontinue all programs at the Center, vacate the Facilities and the Center in no more than

30 days from the date of delivery of written notice, and remove all personal property of Lessee from the Center. Delivery of written notice may be effectuated by posting at the Facilities or by First Class Mail to the address of Lessee provided herein.

XXX. INTERPRETATION:

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

XXXI. WAIVER:

No waiver of any default of City or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

XXXII. SUCCESSORS:

The provisions of this Lease shall extend to and be binding upon City and Lessee and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at
Madera, California, the day and year first above written.

CITY OF MADERA

Lessee

By: _____

Andrew J. Medellin, Mayor

By: _____

Title: _____

ATTEST:

By: _____

Sonia Alvarez

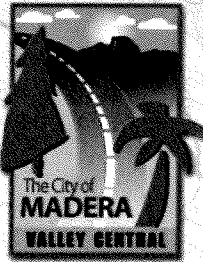
City Clerk

APPROVED AS TO FORM:

By: _____

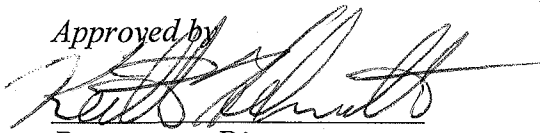
Brent Richardson

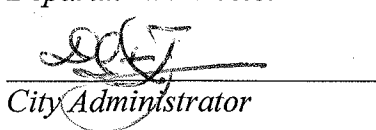
City Attorney



REPORT TO CITY COUNCIL

Council Meeting of April 19, 2017
Agenda Item Number B-7

Approved by

Department Director


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO SUMMARILY VACATE EXCESS STREET RIGHT-OF-WAY ON 11th STREET BETWEEN SOUTH 'G' STREET AND MADERA AVENUE

RECOMMENDATION:

That City Council approve Resolution No. 17- _____:

1. Making a finding that excess street right-of-way on 11th Street between G Street and Madera Avenue, as shown in attached Exhibits 'A' and 'B', is not required for street or highway purposes.
2. Adopting a Resolution of Summary Vacation of said excess right-of-way, as shown in Exhibits 'A' and 'B', attached to the Resolution.
3. Authorizing and directing the City Clerk to cause a Notice of Vacation to be recorded with the County Clerk/Recorder.

Engineering

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

www.cityofmadera.ca.gov

SUMMARY:

The existing 11th Street segment does not provide meaningful benefit or service to the City. The street segment has not been maintained for an extended period of time. The summary vacation of this street segment is in conformity with the City's General Plan and would not create any significant environmental impacts and has been determined to be exempt from the California Environmental Quality Act (CEQA).

DISCUSSION:

The proposed summary vacation would eliminate the 11th Street "stub" segment between two commercial parcels located at 211 Madera Avenue and 700 South G Street. 211 Madera Avenue is developed as a Valero gas station and convenience store. 700 South G Street is currently vacant, once serving as a used car lot and recycling center.

The street segment is not required as part of the City's circulation system and does not support traffic to any degree. This 150 foot long "stub" street segment runs from 11th Street's intersection with South G Street to a dead end at the State Route 99 highway right-of-way (Madera Avenue). An alley segment intersects with the stub street and continues south along the freeway corridor. No properties abutting to the alley take access or utilize the alley segment.

Although commercial driveways take access to both sides of the stub street, these right-of-way encroachments are not pivotal to the adjoining properties because other driveways providing more logical points of access to the affected properties are in place. Trash service does not have to utilize the street segment and there are no utility improvements located in the street.

Prior to the October 13, 2015 City of Madera Planning Commission meeting on this summary vacation, all affected property owners and Caltrans were notified. No objections were received. As part of the public hearing, the Planning Commission made a finding of General Plan conformance and an Environmental Determination favorable to the vacation. Planning Commission Resolution 1798 is included in Exhibit 'C' of this report.

FISCAL IMPACT:

There is no direct fiscal impact to the City from this proposed vacation. There are some minor benefits to the City in reduced street maintenance.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Although there is no specific action relating to unneeded public right-of-way being returned to private use, the proposed action fits the context of Strategy 115, Economic Resource Provision, by returning unneeded publicly funded infrastructure to private use.

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera, ATTN: City Clerk
205 W. 4th Street
Madera CA 93637

Fee Waived Per Section 27383 of the Government Code.

No Document Tax Due

\$-0-

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO SUMMARILY VACATE EXCESS STREET RIGHT-OF-WAY ON 11TH STREET BETWEEN G STREET AND MADERA AVENUE

WHEREAS, pursuant to the Public Streets, Highways and Service Easements Vacation Law, being California Streets and Highways Code, Section 8334 (the “Act”), the City of Madera has proposed to summarily vacate the street easements shown on attached Exhibits ‘A’ and ‘B’; and

WHEREAS, the City Planning Commission, at its regular meeting on October 13, 2015, by Resolution No. 1798 determined that the proposed vacation is categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15305, (Minor Alterations in Land Use Limitations); and

WHEREAS, it has been determined that the area proposed to be vacated involves street connections that are unnecessary for present or prospective public use; and

WHEREAS, the proposed vacation will not preclude public access to any properties.

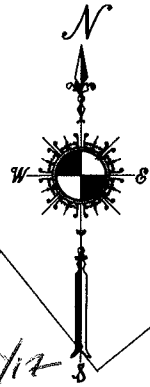
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA hereby finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. Based on the information presented to Council, approval of the proposed vacation is in the best interest of the City of Madera, and the Council finds that in light of the record, there is no possibility that the proposed vacation will have a significant effect on the environment, and that the proposed vacation is determined to be exempt from the California Environmental Quality Act.

3. The area of the proposed vacation, described in attached Exhibits 'A' and 'B' which are incorporated herein for reference, and designated on that certain map entitled "PORTION OF 11TH STREET TO BE VACATED", copies of which are on file in the office of the City Clerk, is determined not to be required for existing or future traffic circulation or access purposes, and is hereby ordered vacated.
4. The vacation of said 11th Street between G Street and Madera Avenue shall become effective upon recording of this Resolution of Vacation.
5. The City Clerk is hereby authorized and directed to cause this Resolution of Vacation to be recorded in the office of the Clerk/Recorder of the County of Madera.
6. This Resolution is effective immediately.

* * * * *

EXHIBIT "A"



WEST LINE OF
SECTION 19,
11/17 M.D.B.&M.

MADERA AVENUE (HWY 145)

(N00°47'48"E)(R-1)
N00°47'48"E

(40')
(R-1)

(116.38')(R-1)

(231.58' CALC)(R-1)

(40')
(R-1)

115.20'

S89°12'12"E
40.00'

VACATED STREET TO BE
MERGED PROPORTIONALLY
WITH THE CONTIGUOUS
PARCELS

532.66'

SOUTHWEST CORNER OF SECTION 19,
11/17 M.D.B.&M.

"LANKERSHIM COLONY"
VOL. 4, Pg. 31, F.C.R.
BLOCK 10

(N50°43'12"E 148.40')(R-1)
N50°43'12"E 148.40'

11TH STREET

N50°43'12"E 159.31'

N50°43'12"E 150.00'

S39°56'26"E 80.00'

"LANKERSHIM COLONY"
VOL. 4, Pg. 31, F.C.R.
BLOCK 27

CURB/GUTTER (E)

0 40' 80'
SCALE 1" = 40'

LEGENDS:



INDICATES AREA TO BE VACATED FOR PUBLIC
STREET PURPOSES (80' PREVIOUSLY DEDICATED
ON MAP OF "LANKERSHIM COLONY")
AREA: ±0.27 ACRE

(R-1)

RECORD DATA PER CALTRANS RIGHT
OF WAY MAP FOR STATE HIGHWAY 99
DATED OCT. 24, 1956 PM 10.41

SUBJECT PROPERTY
SECTION LINE

PREPARED BY:

CVEAS CENTRAL VALLEY
ENGINEERING AND SURVEYING

2132 HIGH STREET
SELMA, CA 93662
WWW.CVEAS.COM

Tel. (559) 891-8811
Fax (559) 891-8815
Email: Info@cveas.com

CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION • CUSTOM HOME DESIGN
COMMERCIAL BUILDING DESIGN • PLANNING & PROJECT MANAGEMENT

PORTION OF 11TH STREET TO BE VACATED

BEING A PORTION OF 11th STREET OF PLAT MAP
"LANKERSHIM ADDITION", RECORDED IN VOLUME 4 OF PLATS
AT PAGE 31,
CITY OF MADERA
FRESNO COUNTY RECORD

JOB NO. 14122

DRAWN BY: N.SAHOTA
START DATE: 1/2/2017
REVISE DATE: 1/10/17
SCALE: 1" = 40"
SHEET 1 OF 1

Exhibit "B"

PORTION OF 11th STREET VACATED

That portion of 11th Street of "Lankershim Addition", according to the map thereof recorded in Volume 4, Page 31 of Plats, Fresno County Records, located in the City of Madera, County of Madera, State of California, being more particularly described as follows:

- 1) **Commencing** at the Southwest corner of Section 19, Township 11 South, Range 17 East, Mount Diablo Base and Meridian; thence North 00° 47' 48" East, along the West line of said Section 19, a distance of 532.66 feet;
- 2) thence, leaving said west line of Section 19, South 89° 12' 12" East, a distance of 40.00 feet to the **TRUE POINT OF BEGINNING**, said point being on the easterly right-of-way line of Madera Avenue, also known as State Highway 145;
- 3) thence North 50°43'12" East along Southeasterly line of Block 10 of said "Lankershim Addition" a distance of 148.40 feet;
- 4) thence South 39°56'26" East a distance of 80.00 feet more or less to the Northerly corner of Block 27 of said "Lankershim Addition";
- 5) thence South 50°43'12" West along Northwesterly line of Block 27 of said "Lankershim Addition" a distance of 150.00 feet;
- 6) thence North 38°47'40" West a distance of 80.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.27 acre, more or less.

End of Description

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: _____

Narinder Sahota, LS 8719

Date: January 10, 2017



EXHIBIT "C"

RESOLUTION NO. 1798

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA MAKING A REPORT TO THE CITY COUNCIL OF THE CITY OF MADERA FINDING THAT THE SUMMARY VACATION OF A 150 FOOT SEGMENT OF THE 11TH STREET RIGHT-OF-WAY LOCATED BETWEEN SOUTH G STREET AND THE STATE ROUTE 99 CORRIDOR IS IN CONFORMITY WITH THE CITY'S GENERAL PLAN AND THAT A CATEGORICAL EXEMPTION IS THE APPROPRIATE ENVIRONMENTAL DETERMINATION.

WHEREAS, It has been proposed that an approximately 80 foot wide by 150 foot long portion of the 11th Street right-of-way located between South G Street and the State Route 99 corridor be vacated pursuant to the California Streets and Highway code §8300 et.seq.; and

WHEREAS, The City of Madera Planning Commission at its regularly scheduled meeting of October 13, 2015 has considered whether the proposed summary vacation of the street segment is in conformity with City of Madera's General Plan; and

WHEREAS, the Commission also considered and does affirm that the proposed summary vacation would not pose any significant environmental impacts and is appropriately determined to be categorically exempt under §15305 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines; and

WHEREAS, the proposed summary vacation of the street segment would not be in conflict with the goals and policies of the General Plan.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

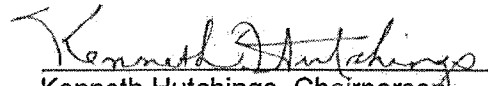
1. The above recitals are true and correct.
2. Based upon the testimony and information presented at the public meeting, and all evidence in the whole record pertaining to this matter, the Commission does hereby report to the City Council that it finds that the proposed summary vacation of the street segment is in conformity with the City of Madera's General Plan.
3. The project has been determined categorically exempt under §15305 of the CEQA Guidelines.

4. This resolution is effective immediately.

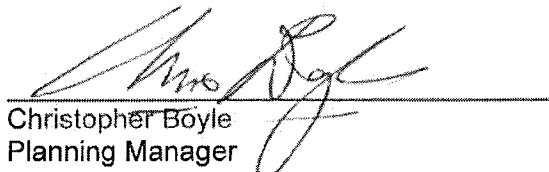
* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 13th day of October, 2015, by the following vote:

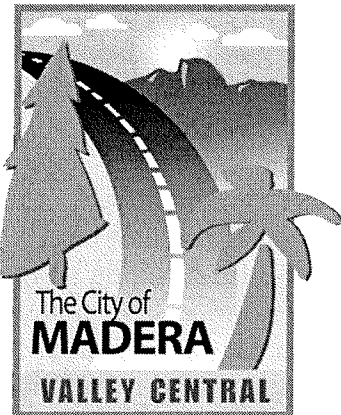
AYES: Bruce Norton, Pamela Tyler, Ruben Mendoza, Jim DaSilva, Jeff
NOES: None Dal Cerro, Robert Gran, Jr., Kenneth Hutchings
ABSTENTIONS: None
ABSENT: None


Kenneth Hutchings, Chairperson
City Planning Commission

Attest:


Christopher Boyle
Planning Manager

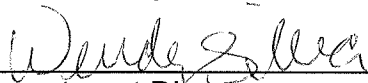
REPORT TO CITY COUNCIL




Council Meeting of April 19, 2017

Agenda Item Number B-8

Approved by:



Department Director



City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Juan Martinez

RECOMMENDATION

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

HISTORY

A claim was filed on March 15, 2017. The claimant, Juan Martinez is currently employed by the City of Madera as a Public Works Maintenance Worker II and works in the Street Department. He allegedly bent over to shut off a valve and his phone slipped out of his front shirt pocket and fell into an open manhole.

SITUATION

Mr. Martinez alleges that on March 13, 2017, he bent over to shut off a valve and his phone slipped out of his pocket and fell into an open manhole. The claimant stated he was asked to use his own phone by his supervisor to communicate with him who was two blocks away. The claimant is seeking \$168.00 plus tax in damages from the City for his water damaged cell phone. The claim was filed timely and sufficiently.

Suzanne Johnson, AIMS, investigated the claim. Ms. Johnson discussed the matter with City employee's Bob Mack, Streets and Storm Drainage Operations Manager as well as Delton Cullins, Street and Storm Drainage Supervisor who was working with the claimant at the time of the alleged incident. Mr. Mack indicated to Ms. Johnson employees in his department often use their own cell phones as a means of communicating with each other, but using their own cell phone is a personal choice and not a requirement. Streets Department employees have access to two way radios as a means of communicating with each other. Mr. Cullins stated they were working together on a job to track water flow out to the river. The claimant was in charge of driving the water truck on the

day of the alleged incident. Mr. Cullins stated he never told the claimant to use his cell phone. In Ms. Johnson's interview with Mr. Martinez he told her when the alleged incident took place he had placed his personal cell phone in his front shirt pocket so he could hear it ring, he bent over the drain and his cell phone slipped out of his pocket and went into the sewage drain.

Based on Ms. Johnson's investigation she found no evidence of negligence and/or liability on the part of the City. It was the claimant's decision to use his own personal cell phone and the claimant was aware that hand held radios were available for use. It was the claimant's actions of putting the phone in his front pocket and leaning over the open manhole that led to the loss. Because there was no liability attributable to the City in this instance, any payment from the City could be interpreted to be a gift of Public Funds.

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CITY OF MADERA

RECEIVED
OFFICE OF THE CITY CLERK

CLAIM FORM

MAR 15 2017

(Please Type Or Print)

BY: 32CLAIM AGAINST City of Madera
(Name of Entity)Claimant's name: Juan MartinezTelephone Number [REDACTED]SS#: [REDACTED]DOB: [REDACTED]Gender: Male ☒ Female ☐Claimant's address: [REDACTED]

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

Date of incident/accident: 3-13-17Date injuries, damages, or losses were discovered: 3-13-17Location of incident/accident: Rush Street / N.D StWhat did entity or employee do to cause this loss, damage, or injury? Juan was going what I was ask to do. I bend over to shut off a valve, and my phone slip out of my →
(Use back of this form or separate sheet if necessary to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? water damage and

(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)] 168.00 + taxHow was this amount calculated (please itemize)? that what shown on the Verizon website

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

Date Signed: 3-15-17 Signature: [Signature]

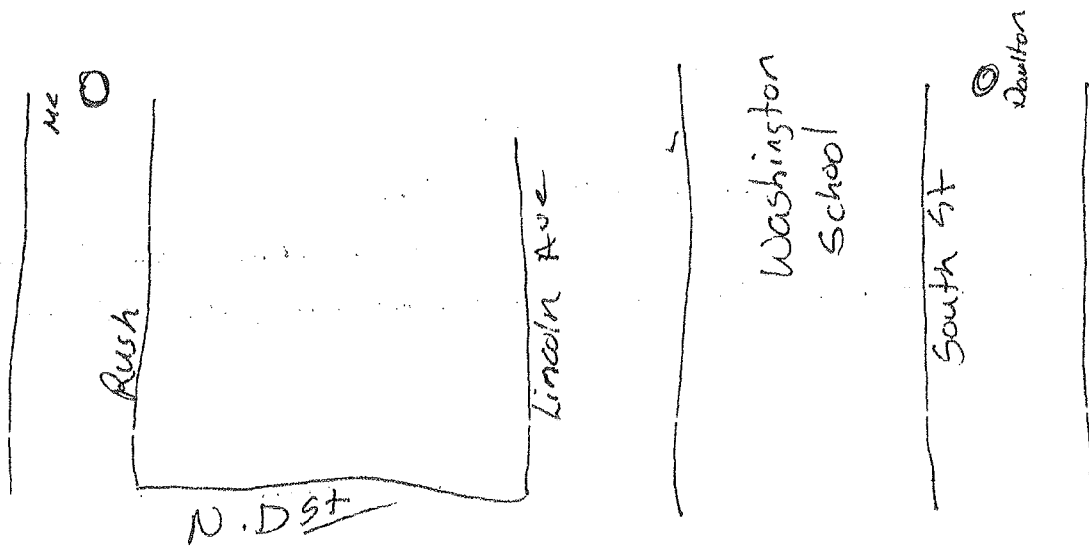
If signed by representative:

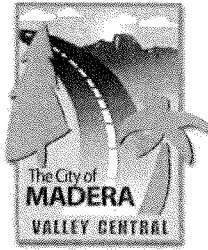
Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

shirt pocket and in to the manhole. where the old ~~sewage~~ drain.
I was using my phone to talk to my supervisor because
we were checking a water flow. He was two blocks
away from where I was





REPORT TO CITY COUNCIL

COUNCIL MEETING OF April 19, 2017
AGENDA ITEM NUMBER B-9



REPORT BY: Mary Anne Seay, Director
Parks & Community Services Department



APPROVED BY: David Tooley, City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AMENDMENT TO THE FOOD SERVICE AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT PROVIDING MEALS TO ELIGIBLE YOUTH DURING THE SUMMER FOOD SERVICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council approve an Amendment to the Food Service Agreement with Madera Unified School District (MUSD) providing meals to eligible youth during the Summer Food Service Program. Staff further recommends Council authorize the Mayor to execute the Amendment to the Agreement on behalf of the City.

SUMMARY

The Summer Food Service Program (SFSP) is a federally-funded, state-administered program. The SFSP reimburses sponsors for providing healthy meals to children and teens in low-income areas during periods when they are out of school for fifteen (15) or more consecutive school days. The program is available to children ages eighteen (18) and under.

The City and MUSD entered into a three-year Food Services Agreement last May to provide Madera's youth with a healthy meal during out-of-school months. The program operated at four (4) City locations. Based on data from last year's program, MUSD would like to add a 5th meal service location at Madera Sunrise Rotary Park to the Agreement.

DISCUSSION:

Children need healthy food all year long. During the school year, many children receive free and reduced-price breakfast and lunch through the School Breakfast and National School Lunch Programs. When school is out of session during the summer months, many local children are at risk of hunger. Hunger is one of the most severe roadblocks to the learning process. Lack of nutrition during the summer months has the potential to start a cycle for poor academic performance once school begins and is proven to make children more prone to illness and other health issues. The SFSP is designed to fill that nutrition gap and make sure children get the nutritious meals they need.

Reimbursement funding is made available through the United States Department of Agriculture (USDA) by way of the California Department of Education (CDE). MUSD serves in the capacity of the local sponsor; their Child Nutrition Department prepares and delivers meals to sites, administers the program, and communicates data with the CDE. MUSD receives reimbursement payments for the meals they serve. Children 18 years and younger may receive free meals and persons with disabilities who are 19 and older and participate in school programs for mentally or physically disabled people are also eligible.

The City will designate and make appropriate space available for the SFSP at the additionally requested site, Madera Sunrise Rotary Park. This location will be added to the four (4) sites at which the program has traditionally operated: Lions Town and Country Park, Centennial Park, Pan-American Community Center and Rotary Park. PCS staff will assist in marketing efforts for the program through the Department's Summer Activity Guide (offered in English and Spanish), the City's web-site and via social media outlets. MUSD will ensure that all SFSP staff is trained on proper handling and distribution of food as mandated by the funding agency. All associated staff must pass a criminal background check to include Live Scan fingerprinting and must be cleared to work with children.

FINANCIAL IMPACT:

Because there is no monetary exchange between the District and the City as a result of this Agreement, the Agreement and its Amendment have no negative impact to the City's General Fund. The City simply provides meal service locations and marketing assistance while our program participants benefit from the program; the District is reimbursed for staffing and operational costs by the USDA via the CDE.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

Action 305.4: Expand youth service club and promote community services provided.

Strategy 404: Promote increased community wellness.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING AN AMENDMENT TO THE FOOD SERVICE AGREEMENT WITH
MADERA UNIFIED SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH
DURING THE SUMMER FOOD SERVICE PROGRAM AND AUTHORIZING THE
MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT ON BEHALF OF
THE CITY**

WHEREAS, the City of Madera provides recreation programs and facilities to the youth of Madera; and

WHEREAS, Madera Unified School District (MUSD) operates a Summer Food Service Program made available by the United States Department of Agriculture (USDA); and

WHEREAS, MUSD provides a nutritious meal served to qualified attendees who are 0 to 18 years of age or who are over 18 but participate in a special needs program through MUSD at Centennial Park, Rotary Park, Pan-American Community Center, and Lions Town and Country Park; and

WHEREAS, MUSD is a qualified and established vendor providing food services that meet the guidelines provided by the USDA; and

WHEREAS, MUSD and the City have an existing Agreement outlining the terms and conditions for the provision of food services at the above listed locations.

WHEREAS, MUSD and the City wish to amend the Agreement to include an additional service location at Madera Sunrise Rotary Park.

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

1. The above recitals are true and correct.
2. The proposed Amendment to the Food Service Agreement between the City and Madera Unified School District, a copy of which is on file in the Office of the City Clerk and is referred to for full particulars, is approved.
3. The Mayor is authorized to execute the Amendment to the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

Madera Unified School District
and

The City of Madera

***1st AMENDMENT TO FOOD SERVICE
AGREEMENT***

This 1st amendment to the Food Service Agreement dated the 25th day of May, 2016, is made and entered into this 19th day of April 2017, by and between Madera Unified School District ("District") and The City of Madera ("City").

In consideration of the mutual obligations of the parties herein, District and City agree that the Food Service Agreement dated May 25th, 2016 shall be amended to add services at the following location:

Madera Sunrise Rotary Park
1901 Clinton Street
Madera, CA 93638

All other provisions of the agreement shall remain in full force and effect.

Madera Unified School District:

by: Todd Lile
Interim Superintendent

Signature: _____

Date: _____

City of Madera:

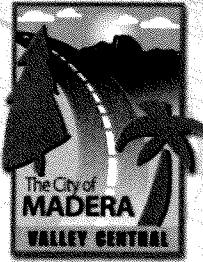
by: Andrew J. Medellin
Mayor, City of Madera

Signature: _____

Date: _____

Approved as to form:

Brent Richardson, City Attorney:



Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

Council Meeting of April 19, 2017
Agenda Item Number B-10

City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH LARS ANDERSEN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE A DRAINAGE STUDY FOR THE OLIVE AVENUE WIDENING FROM GATEWAY DRIVE TO KNOX STREET PROJECT, CITY PROJECT NO. ST 14-07

RECOMMENDATION:

That the City Council adopt Resolution No. 17-_____:

1. Approving the Agreement with Lars Andersen and Associates, Inc.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement with Lars Andersen and Associates, Inc. is to provide Professional Engineering services for the preparation of a Drainage Study for the Olive Avenue Widening project from Gateway Drive to Knox Street.

The total amount of the agreement is \$12,063, and \$1,500 for extra services subject to City Engineer approval. The project is included in the 2016/17 City Budget. The Professional Engineering Services will be funded with Regional Surface Transportation Program (RSTP) Exchange Funds.

DISCUSSION:

The Olive Avenue Widening project consists of reconstructing Olive Avenue to City Standards for an Arterial Street that will provide a four lane divided street with bike lanes and a raised median. The Official Plan Line adopted by City Council in 1997 provides for acquisition of a right-of-way width of 100 feet between Gateway Drive and Knox Street that does not generally conform to the existing road centerline.

Engineering

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

www.cityofmadera.ca.gov

A Request for Proposal (RFP), for Professional Engineering Services to prepare a drainage study was sent to four firms that were selected from our list of qualified local firms. The firms were Blair Church and Flynn, Giersch & Associates, Lars Andersen & Associates, and O'dell Engineering. Out of the four firms, only Lars Andersen & Associates submitted a proposal. The other firms chose not to submit for various reasons.

Since only one proposal was received, the selection process followed the non-competitive procedures based on 23 CFR 172.7(a) 3 which specifies that non-competitive procurement may only be used under limited circumstances. The situation satisfied one of the limitations which is, ***“after solicitation of a number of sources, competition is inadequate”***.

Staff from the Engineering Division reviewed and evaluated the proposal submitted by Lars Andersen & Associates based on five criteria listed in the RFP. The criteria were, Qualification and Experience, Organization and Approach, Scope of Services to be provided, Manpower/Fee Proposal, and Schedule of Work. The proposal submitted by Lars Anderson satisfied all the criteria and was selected to perform the work specified in the RFP.

Staff is hereby recommending that Council approve the agreement for such services in favor of Lars Andersen and Associates, Inc.

The agreement total amount is \$13,563 that includes \$1,500 for extra services subject for approval by the City Engineer.

The Olive Avenue Widening Project between Gateway Drive and Knox Street (the Project) is included in the 2016/17 Capital Improvement Program with construction currently planned for Fiscal Year 2017/18.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is funded and included in the adopted City's FY 2016/17 CIP Budget.

The funding source for the drainage study is in the City's allocation of Regional Surface Transportation (RSTP) Federal Exchange Funds Org No. 41315320, Object No. 7050.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

RESOLUTION NO. 17-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH LARS ANDERSEN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE A DRAINAGE STUDY FOR THE OLIVE AVENUE WIDENING, GATEWAY DRIVE TO KNOX STREET, PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has initiated the design phase of the Olive Avenue Widening Project between Gateway Drive and Knox Street (the Project) which includes preparation of a Drainage Study; and

WHEREAS, the funding for design work on the Project has been included in the 2016/17 Budget, Capital Improvement Program; and

WHEREAS, professional engineering services by a professional engineering firm is required for the preparation of a Drainage Study; and

WHEREAS, Lars Andersen and Associates, Inc. has the professional skills to perform the necessary services, and City desires to retain Lars Andersen and Associates, Inc.; and

WHEREAS, the Agreement with Lars Andersen and Associates, Inc. for such professional engineering services 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 Agreement with Lars Andersen and Associates, Inc. for professional engineering services for an amount not to exceed \$13,563, 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.

* * * * *

AGREEMENT WITH LARS ANDERSEN & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE A DRAINAGE STUDY TO THE CITY OF MADERA FOR THE OLIVE AVENUE WIDENING PROJECT FROM GATEWAY DRIVE TO KNOX STREET, CITY PROJECT NO. ST 14-07

This Agreement made and entered into this _____ day of _____, 2017 between the City of Madera, a municipal corporation of the State of California, hereinafter called “CITY”, and Lars Andersen & Associates, Inc., located in Fresno, CA, hereinafter called “CONSULTANT”.

W I T N E S S E T H

WHEREAS, CITY plans to widen and reconstruct street improvements on Olive Avenue from Gateway Drive to Knox Street, hereinafter called “Project”; and

WHEREAS, CITY needs professional services to prepare a Drainage Study required by the CITY for the design of the project; and

WHEREAS, CONSULTANT is qualified and licensed to provide the required Professional Engineering services and is knowledgeable of Federal, State and City standard, policies and regulatory requirements and

WHEREAS, CITY desires to hire CONSULTANT for such Professional Engineering services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide Professional Engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the “Project Work Plan Tasks & Deliverable Schedule”, EXHIBIT A, attached hereto and incorporated herein by reference.

2. SCOPE OF WORK:

CONSULTANT shall provide the Professional Engineering services as set forth in the "Project Work Plan Tasks & Deliverable Schedule", EXHIBIT A, attached hereto and incorporated herein by reference. CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with all City of Madera design standards and requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall not exceed two per month during the course of CONSULTANT'S work. CONSULTANT shall prepare brief minutes of such meetings and submit them to CITY for review and approval.

4. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION

The basic fee based on the Project/Manpower/Schedule, EXHIBIT B, attached hereto and incorporated herein by reference, for the scope of work itemized in the Project Work Plan is Twelve Thousand Sixty Three dollars (\$12,063) and no cents. CITY and CONSULTANT agree that the hourly rates in the HOURLY RATE SCHEDULE, Exhibit C, attached hereto and incorporated herein by reference, shall remain in full force and effect through December 31, 2017. It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee.

The following payment schedule represents the maximum payable upon CONSULTANT'S submittal for the following work:

60% Drainage Study:	Not to Exceed \$7,300
100% Drainage Study:	Not to Exceed \$4,763

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Project Work Plan or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of One Thousand Five Hundred Dollars (\$1,500).

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

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

A. Minimum Scope of Insurance

Consultant shall maintain limits no less than:

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

- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

B. Maintenance of Coverage

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

C. Proof of Insurance

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

D. Acceptable Insurers

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

E. Waiver of Subrogation

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

F. Enforcement of Contract Provisions (non estoppel)

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

G. Specifications not Limiting

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

H. Notice of Cancellation

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

I. Self-insured Retentions

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

J. Timely Notice of Claims

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

K. Additional Insurance

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

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on a Notice to Proceed date of April 19, 2017, CONSULTANT shall complete the work as shown in EXHIBIT B, Task Schedule with the following milestones:

Collecting/Obtaining Data	April 26, 2017
Prepare Draft & submit 60% Drainage Study	May 15, 2017
Receive Comments from City of Madera	May 23, 2017
Revise and submit final 100% Drainage Study	June 9, 2017

The above schedule includes a one week review period by the CITY for Submittals and Deliverables.

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 13.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31, 2017, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination

which are authorized by the CITY representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

CONSULTANT shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers,

sub-consultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

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

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

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

24. CONSULTANT'S LEGAL AUTHORITY:

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

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or

that party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows

CITY OF MADERA

Engineering Division

205 W. 4th Street

Madera, CA 93637

Attention: City Engineer

CONSULTANT

Lars Andersen & Associates, Inc.

4694 W. Jacquelyn Avenue

Fresno, CA 93722

Attention: Daniel Zoldak, PE

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

LARS ANDERSEN & ASSOCIATES, INC.

By: _____
Daniel Zoldak, PE
66124

94-1518666
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

* * * * *

EXHIBIT A


PROJECT WORK PLAN/TASKS & DELIVERABLES

Lars Andersen & Associates, Inc. will provide all services for the preparation of the Storm water Runoff Drainage Study for the Olive Ave. Widening - Gateway Dr. to Knox St. project and shall include but not be limited to the following information:

1. Evaluate the existing Storm Drain system within the watershed area of the project.
2. Identify locations where gutter capacity is exceeded.
3. Prepare a storm drainage analysis that will impact Olive Avenue in accordance with the design criteria provided in the Storm Drainage Master Plan.
4. Calculate the size and location of drainage structures (drop inlets, pipes, etc.) necessary to accommodate runoff quantity in number 3 above. Determine if the storm drainage infrastructure as called out in the Master Plan within the limits of the planned road construction is adequate.
5. Submit to the City a draft Drainage Study and include estimates, conclusions and recommendations for the most feasible drainage system to install within the project limits. City will review the draft report and return it to Consultant within 2 weeks.
6. Submit to the City four (4) hard copies and PDF of the final Drainage Study stamped and signed by a Civil Engineer licensed to practice in the state of California. All exhibits and drawings approved by City for final submittal shall be in electronic format drawn in AutoCAD Civil version 2016 and stored in a compact disk. The drainage study shall also be submitted in MS Word format, and Engineering and technical calculations in MS Excel Windows format.

Lars Andersen & Associates, Inc. shall consider hydrology, surface drainage patterns, and hydraulic analysis when preparing the drainage study within the project area and shall include tables, charts, graphs and/or illustrations in the submittals.

Lars Andersen & Associates, Inc. shall provide project updates to the City's Project Manager on a bi-weekly basis via e-mail beginning 15 days after Notice to Proceed Work has been issued.

<div>  <div> MANPOWER COST Professional Services for City of Madera Professional Engineering Services to Prepare a Drainage Study Olive Ave Widening from Gateway Drive to Knox Street </div> </div>			
Phase I. Scoping and Conceptual Trail Plan			
PHASE DESCRIPTION	MAN-HOURS	RATE	EXTENSION
Task 1 - Evaluate Existing Stormdrain System			
Lars Andersen & Associates, Inc.			
1. PRINCIPAL ENGINEER	14	\$165.00	\$2,310.00
2. PROJECT MANAGER	3	\$117.00	\$351.00
3. CLERICAL	1	\$47.50	\$47.50
Subtotal	18		\$2,708.50
Task 2 - Identify Locations of Gutter Capacity			
Lars Andersen & Associates, Inc.			
1. PRINCIPAL ENGINEER	14	\$165.00	\$2,310.00
2. PROJECT MANAGER	3	\$117.00	\$351.00
3. CLERICAL	1	\$47.50	\$47.50
Subtotal	18		\$2,708.50
Task 3 - Prepare Stormdrain Analysis			
Lars Andersen & Associates, Inc.			
1. PRINCIPAL ENGINEER	8	\$165.00	\$1,320.00
2. PROJECT MANAGER	2	\$117.00	\$234.00
3. CLERICAL	0.5	\$47.50	\$23.75
Subtotal	10.5		\$1,577.75
Task 4 - Calculate Size & Location of Drainage Structures			
Lars Andersen & Associates, Inc.			
1. PRINCIPAL ENGINEER	8	\$165.00	\$1,320.00
2. PROJECT MANAGER	2	\$117.00	\$234.00
3. CLERICAL	0.5	\$47.50	\$23.75
Subtotal	10.5		\$1,577.75
Task 5 - Draft Drainage Study & Estimates			
Lars Andersen & Associates, Inc.			
1. PRINCIPAL ENGINEER	6	\$165.00	\$990.00
2. PROJECT MANAGER	2	\$117.00	\$234.00
3. CLERICAL	0.5	\$47.50	\$23.75
Subtotal	8.5		\$1,247.75
Task 6 - Submit Drainage Study			
Lars Andersen & Associates, Inc.			
1. PRINCIPAL ENGINEER	4	\$165.00	\$660.00
2. PROJECT MANAGER	0.5	\$117.00	\$58.50
3. CLERICAL	0.5	\$47.50	\$23.75
Subtotal	5		\$742.25

Prepared By:
Lars Andersen Associates, Inc.
 (559) 276-2790
 3/20/2017

Sheet 2 of 2

OTHER/MISC			
1. EXPENSES (MILEAGE AND PRINTS ONLY)			
Reimbursable Total			\$1,500.00

SUMMARY OF FEES:	HOURS		
Task 1 - Evaluate Existing Stormdrain System	18		\$2,708.50
Task 2 - Identify Locations of Gutter Capacity	18		\$2,708.50
Task 3 - Prepare Stormdrain Analysis	10.5		\$1,577.75
Task 4 - Calculate Size & Location of Drainage Structures	10.5		\$1,577.75
Task 5 - Draft Drainage Study & Estimates	8.5		\$1,247.75
Task 6 - Submit Drainage Study	5		\$742.25
Reimbursable Expenses			\$1,500.00
GRAND TOTAL	71		\$12,062.50

***Surveying Services Not Included

EXHIBIT C

Lars Andersen & Associates, Inc. **2017 NON-PREVAILING WAGE Fees for Professional Services**

<u>Professional Services</u>	<u>Hourly Rate</u>
Expert Witness	\$375.00
Principal Engineer	\$165.00
Principal Engineer (Vice President)	\$125.00
Certified Access Specialist (CAsp)	\$125.00
Chief Surveyor	\$117.00
Project Manager	\$117.00
Project Engineer	\$107.00
Graphic Engineer	\$ 80.00
Design Engineer	\$ 77.00
Design Technician	\$ 67.00
Assistant Technician	\$ 57.00
Project Coordinator	\$ 77.00
Survey Manager	\$ 87.00
Survey Technician	\$ 65.00
Survey Crew (1 man GPS)	\$145.00
Survey Crew (2 man GPS)	\$175.00
Survey Crew (3 man GPS)	\$190.00
Engineer Assistant	\$ 67.00
Clerical	\$ 47.50

Construction Stakes are based on Market Value (plus 10%)

Printing

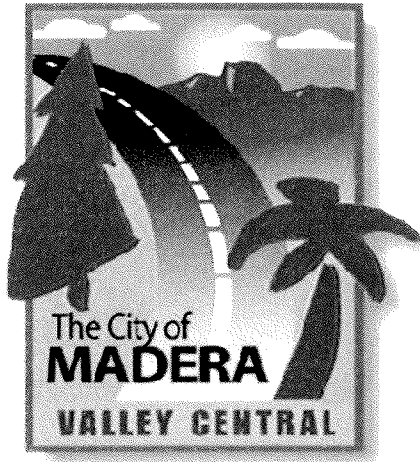
Mylars – Large 36 x 42	\$15.00/Sheet
Mylars – All other sizes	\$10.00/Sheet
Large Bond – Black/White	\$ 8.50/Sheet
Small Bond – Black/White	\$ 5.50/Sheet
Small/Large Bond - Color	\$12.00/Sheet
Photocopies (8 ½ x11) - Black & White	\$ 0.15/Sheet
Photocopies (8 ½ x11) - Color	\$ 0.50/Sheet
Facsimile	\$ 0.50/Sheet

Mileage

Mileage	\$ 0.55/Mile
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Office Hours

Monday through Friday - 8:00 a.m. to 5:00 p.m.



REPORT TO CITY COUNCIL

MEETING DATE: April 19, 2017

AGENDA ITEM NUMBER: B-11

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Approving an Agreement with waterTALENT, LLC, for the Provision of Temporary Employees, and Authorizing the City Administrator to Sign the Agreement and Related Documents.

RECOMMENDATION:

It is recommended that the Council approve the proposed resolution which will approve the agreement with waterTALENT, LLC, an employment agency, to provide temporary employees for the City where needed, and authorize the City Administrator to sign the agreement and related documents.

SUMMARY/DISCUSSION:

The City experienced two retirements this past year leaving critical vacancies in Waste Water Treatment Plant Operator III positions (Operator III). These positions are essential to the Waste Water Treatment Plant's daily operations. In order to be in compliance with state regulations, an Operator III or above must be present during plant operations. The City currently has one Operator III, and two other qualified individuals to meet this requirement. The Plant operates around the clock, seven days a week. Three qualified individuals staffing the Plant is insufficient to staff over a seven day period. Due to the current staffing levels, it is imperative that a minimum of one additional Operator III be hired immediately to sustain basic operations. While we continue to actively recruit for permanent Operator III's, attracting qualified applicants with the necessary certifications and specialized skill sets is challenging. As a result of the last two recruitments, qualified applicants were placed on eligibility lists and interviewed with the Department. Once interviews were completed, other circumstances influenced applicants to lose interest in the position. The City is currently recruiting for certified Waste Water Treatment Plant Operators at all levels, including as trainees. We have one Operator II who we are encouraging to pursue certification as an Operator III. He does not meet the state's education requirements to test for the level III certification at this time. It takes time for individuals with lower level certifications to work up to the level III certification. Therefore, we are seeking approval for use of temporary employees who can be provided by waterTALENT, LLC, to fill the critical need for Operator III's.

Local temporary services agencies have been sought after to assist with this need through the informal bid process. Randstad, also known as Placement Pros, was contacted. They indicated they could not provide employees with the required certifications. Select Staffing was also contacted and a response was not received from them. Kelly Services (Fresno) was contacted and they did not respond to our requests. The City has access to Acro Service Corporation through a piggyback contract with U.S. Communities. When asked if they could fulfill our staffing need, they indicated they did not have anyone available and they would have to recruit for Operator III's. They indicated it would take approximately 1-2 months to identify whether or not they could provide temporary employees. Contact information for

waterTALENT, LLC, was provided to the Waste Water Treatment Plant Manager. When waterTALENT was contacted, they identified an individual who has the required certifications and experience to meet the City's need. The City has an existing agreement in place with MuniTemps. Initially, MuniTemps could provide two Operator III's. A Purchase Order Requisition form was prepared to include information from MuniTemps, waterTALENT, LLC, and Placement Pros. Since MuniTemps offered the lowest hourly rate for services, they were contacted for follow up. They indicated the two individuals they initially identified were no longer available. Therefore, waterTALENT, LLC, was the only other agency who could provide Operator III's.

FINANCIAL IMPACT:

The increased costs for these services will be covered from existing salary savings incurred as a result of the two Operator III vacancies. The Task Order for the position includes the rate of pay for a Grade III Operator at \$95 per hour. While the exact duration and cost are currently undefined, the costs for the temporary employees' rates are approximately 57% above our normal staffing costs. Since there is an immediate need for Operator III's and we are currently unable to secure permanent employees, this cost is necessary to maintain Plant operations.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed means of operation is not specifically addressed as part of the Plan, nor is it in conflict with the Plan.

RESOLUTION No. _____

RESOLUTION APPROVING AN AGREEMENT WITH
WATERTALENT, LLC, FOR THE PROVISION OF
TEMPORARY EMPLOYEES AND AUTHORIZING THE CITY
ADMINISTRATOR TO EXECUTE THE AGREEMENT AND
RELATED DOCUMENTS ON BEHALF OF THE CITY

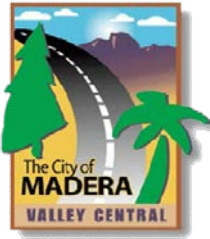
WHEREAS, the City of Madera (City) is in need of temporary employees with unique technical abilities, specifically individuals with California Wastewater Treatment Plant Grade III Operator certifications; and

WHEREAS, waterTALENT, LLC (waterTALENT), has the unique technically qualified personnel that can be assigned as temporary employees to the City of Madera; and

WHEREAS, the City and waterTALENT have prepared an agreement with terms satisfactory to both parties.

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

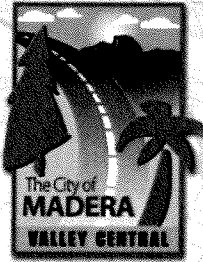
1. The above recitals are true and correct.
2. The Agreement for Temporary Employee Services with waterTALENT, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is approved.
3. The City Administrator or his designee is authorized to execute the Agreement and all related documents on behalf of the City of Madera, including Task Orders.
4. This resolution is effective immediately upon adoption.



**Madera City Council Agenda 04/19/17
Agenda Item B-11**

Consideration of a Resolution Approving an Agreement with waterTALENT for the Provision of Temporary Employees, and Authorizing the City Administrator to Sign the Agreement and Related Documents

The agreement referenced in the report will be distributed prior to the scheduled meeting.



REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of April 19, 2017

Agenda Item Number B-12

SUBJECT: MINUTE ORDER – ACCEPTING THE COMMERCIAL WATER METER INSTALLATION IMPROVEMENT PROJECT NO. W 16-01 AND AUTHORIZING RECORDING OF THE NOTICE OF COMPLETION

RECOMMENDATION:

City Council approve Minute Order approving:

1. Acceptance of the Commercial Water Meter Installation Improvement Project No. W 16-01.
2. The recording of the Notice of Completion.
3. The release of retention 35 days after recording of the Notice of Completion.

SUMMARY:

The City Council, at their March 15, 2016 meeting, awarded a contract to West Valley Construction Company, Inc. for the Commercial Water Meter Installation Improvement Project. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the City Council accept the project.

SITUATION:

A final project inspection was held by the Engineering Division. Affected divisions within the Public Works Department also participated in the final review of the project. All parties agree the project can be recommended for acceptance by the City Council and a "Notice of Completion" recorded.

The original scope of the Commercial Water Meter Installation Improvement Project consisted of the installation of water meter utility boxes, water meters and related appurtenances and equipment with Automatic Meter Read Service (AMRS) capability on 673 of the City's commercial and industrial "flat rate" water accounts. During the

Engineering

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

www.cityofmadera.ca.gov

project, City inspectors discovered many of the unmetered accounts actually had meters in place that had only to be programmed resulting in a substantial cost savings to the project. As noted in the staff report for the award of this contract, the City attempted to gain permission to install meters at 44 remaining residential locations in gated communities. Meters were successfully added at 23 of those locations under change order to this contract. At the close of the project, a total of 520 meters, ranging from 1 to 8 inches, were installed throughout the City.

The original contract amount was \$1,345,395. Seven Contract Change Orders were processed for work added/deleted to the project. Significant contract adjustments are noted below.

- Deducted approximately 150 meters from the project because they were in place and only needed programming. Deductions of various other bid items that were not utilized throughout the project.
- Added 23 meters in gated communities.
- Added 40 meters for City maintained Landscape Maintenance District services along with additional traffic control.
- Added cost for installing traffic rated boxes and vaults and lids where field conditions required such adjustments.
- Increased bid item quantities for items that went over expected contract quantities.
- Contractor encountered unforeseen field conditions that were uncovered once some services were exposed. Adjustments were made in the field to raise some services to current City standards. These costs were not in the original bid price.

The total amount of the Change Orders resulted in a net increase to the contract of \$201,468.08, increasing the cost of the project 14.97% to \$1,546,863.08. The allowable project contingency was 25% to account for unknown conditions and to install meters at any other unmetered locations discovered during the project.

Initially this contract was intended to capture all remaining unmetered accounts. However, some of the larger services (3" to 8" meters) presented challenges such that they had to be pulled from this contract for further engineering and to avoid change order costs that were beyond that which would be considered reasonable. Additionally, many locations of 1" and 2" services that slipped through previous meter installation projects due to the character of the account were discovered. It was determined that it would be more cost-effective to package these remaining meter locations into a new contract. At present, there is approximately \$730,000 available from bond funding intended for installation of meters which is expected to be expended in the next contract. Because it is anticipated that the installation cost of the remaining meters will exceed available bond funds, staff will present a status update to Council at a future meeting that will discuss focus on remaining meters, their costs and associated funding needs and opportunities.

FINANCIAL IMPACT:

This agreement was financed by monies received from the sale of bonds for this purpose and set aside in the FY 2010/11 CIP budget in account #2905-5097. There is no impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The presented capital improvement project supports:

Strategy 434 – Water Quality and Usage: Ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water-use.

Action 434.1 – Increase water-usage monitoring through meter reading and water patrol to increase conservation.

RECORDING REQUESTED BY:
CITY OF MADERA

AND WHEN RECORDED MAIL TO:
CITY OF MADERA – CITY CLERK
205 W. 4TH STREET
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEE WAIVED PER SECTION 27383 OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is City of Madera
3. The full address of the undersigned is 205 West 4th Street; Madera, CA 93637
4. The nature of the title of the undersigned is: In fee Public Improvements
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

N/A

6. A work of improvement on the property hereinafter described was completed on April 19, 2017
7. The name of the original contractor, if any, for such work of improvement was West Valley Construction Company, Inc.
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES

ADDRESSES

N/A

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of Madera
County of Madera, State of California, and is described as follows:

**COMMERCIAL WATER METERS INSTALLATION IMPROVEMENT PROJECT, CITY OF
MADERA PROJECT NO. W 16-01**

10. The street address of said property is Madera City Limits
(If no street address has been officially assigned, insert “none”.)

(Signature of Owner named In Paragraph 2)

Dated: _____

Keith Brent Helmuth, P.E.
City Engineer

**COMMERCIAL WATER METERS INSTALLATION IMPROVEMENT PROJECT, CITY OF
MADERA PROJECT NO. W 16-01**

STATE OF CALIFORNIA
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera,
The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the
property therein described; that he makes this verification on behalf of said corporation;
That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

Signature of Officer: _____

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

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on this 19th day of April, 2017, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____(Seal)
Sonia Alvarez, City Clerk

REPORT TO THE CITY COUNCIL


COUNCIL MEETING OF:
April 19, 2017

AGENDA ITEM NUMBER:
C-1

Approved By:



PLANNING MANAGER



CITY ADMINISTRATOR

SUBJECT: A Public Hearing to Consider an Appeal by Mr. David Delawder of Planning Commission Approval for Conditional Use Permit 2017-07 and Site Plan Review 2017-08, which allows for three outdoor automotive sales events to be held by 365 Autos in the Madera Marketplace Wal-Mart parking lot during 2017, and Consideration of a Resolution of Determination on Appeal.

RECOMMENDATION

Staff recommends the City Council adopt a resolution of determination after an appeal hearing, affirming and upholding the Planning Commission's approval of Conditional Use Permit 2017-07 and Site Plan Review 2017-08.

ANALYSIS

Introduction

On March 14, 2017, the Planning Commission approved of Conditional Use Permit 2017-07 and Site Plan Review 2017-08. The entitlements cumulatively allowed for three temporary outdoor used car sales events to occur during the 2017 calendar year. The three approved sales period are June 28th – July 5th, September 20th – October 1st and December 26th – December 31st.

The appellant, Mr. David Delawder, filed an appeal of the Planning Commission approval on March 21, 2017. Per Section 10-3.1310(C), the City Council must render a decision on the appeal within sixty days of receipt of the appeal. On April 5, 2017, the City Council scheduled the appeal hearing to April 19, 2017.

Procedurally, in the event of an appeal of a decision of the Planning Commission, the Madera Municipal Code Section 10-3.1310(D) provides that the City Council may, by resolution, affirm, reverse or modify the decision of the Planning Commission. That section also requires that, in the event it decides to reverse the decision of the Planning Commission, it must make a written finding of fact setting forth where the Planning Commission decision was in error.

Per Section 10-3.1310(B), a member of the Planning Commission will be present to represent the Commission. The March 14, 2017 Planning Commission staff report is attached as Exhibit A.

History

The Madera Marketplace shopping center was approved within two separate phases. The first phase, approved within Conditional Use Permit (CUP) 1989-39, provided for the development of the Wal-Mart component of the shopping center, which includes the building itself as well as a substantial area of the parking field. The second phase, approved within Site Plan Review (SPR) 1990-25, provided for the remaining construction which cumulatively formed the Madera Marketplace, which included a JC Penney and Pak N Save grocery store as primary tenants. Perhaps because of the separate development entitlements, outdoor sales activities have been largely handled separately for each of the two phases.

For the Wal-Mart component, outdoor sales activities were initially guided by Condition No. 5 of CUP 1989-39 which states: "The outdoor storage and sales activities shall be restricted to the fenced area defined on the site plan, except for official, sanctioned community sidewalk sale days." Any and all outdoor sales activities not consistent with the condition of approval have required an additional request for conditional use permit to accommodate the proposed activity. Many use permits have been granted over the years. The last used car sales event occurred as part of CUP 2013-12. Gill Automotive Group secured approval for separate events in July, September and November of that year. Wal-Mart also uses the use permit process for annual placement of storage containers to assist in the holiday sales season.

For the second phase of the Madera Marketplace, outdoor sales activities were not initially addressed with conditions of approval for SPR 1990-25. The first entitlement to allow for outdoor sales activities was granted as part of CUP 1995-25, which allowed for multiple restaurants to provide outdoor dining. Actual outdoor sales events were not addressed until CUP 1996-13. CUP 1995-13 was "a request to allow periodic weekend outdoor sales events in the parking lot area of Madera Market Place Shopping Center (exclusive of Wal-Mart)." The Phase II operators were approved to "operate outdoor special sales events on each of six occasions, for one week at a time, in front of shops in the center and at times in the parking lot area, except for Wal-Mart, which is allowed outdoor sales periodically under a different use permit." No use permit for outdoor sales activities has been requested from the Phase II businesses for an extended period of time.

Since at least the 1995 use permit approval, outdoor sales activities have been allowed on an annual basis, with the Wal-Mart (Phase I) property requiring separate permits for outdoor sales activities from the Madera Marketplace (Phase II) properties.

Current Approval

CUP 2017-07 and SPR 2017-08 allow for three outdoor sales events over the remainder of the 2017 calendar year. The event has a defined sales event area with logical conditions of approval to provide compatibility with surrounding uses and to address potential nuisances. These conditions of approval have been utilized in past used car sales events and have proven sufficient to provide for the conducting of the used car sales events. The conditions of approval for CUP 2017-07 are included in the attached Planning Commission staff report.

CC&Rs

The appellant described a set of CC&Rs which he contends restricts outdoor sales activities in the shopping center. He indicated that there was a difference in opinion as to how the CC&Rs were interpreted.

The actual enforcement of CC&Rs is not in any way the responsibility of the City. When requested, the City may review CC&Rs as a courtesy to an applicant. Within that review, only two issues are of importance to the City; that no element of the document is inconsistent with

the Municipal Code, and that the City is not called out as an agent for the enforcement of the provisions within document.

SUMMARY

No evidence has been presented wherein an error on the part of the Planning Commission has been identified. The historic record of activities on the project site supports the use permit allowance. Staff recommends the City Council adopt a resolution affirming the Planning Commission decision approving Conditional Use Permit 2017-07 and Site Plan Review 2017-08.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The vision plan “encourage[s] viable economic development.” Although good governance is a foundational goal of the City, an appeal of a Planning Commission approval of a use permit is not directly addressed within the Vision for Madera.

FISCAL IMPACT

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

ATTACHMENTS

Application for Appeal of Administrative Decision

Resolution of Determination

Exhibit A – Planning Commission Report of March 14, 2017

Exhibit B – Minutes of March 14, 2017 Planning Commission

Exhibit C – Minutes of May 14, 1996 Planning Commission

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, MAKING A DETERMINATION AFTER HEARING AN APPEAL OF
THE PLANNING COMMISSION DECISION APPROVING CONDITIONAL USE
PERMIT 2017-07 AND SITE PLAN REVIEW 2017-08**

WHEREAS, the Planning Commission for the City of Madera Approved Conditional Use Permit 2017-07 and Site Plan Review 2017-08 which cumulatively allow for three outdoor used car sales events at 1977 West Cleveland Avenue; and

WHEREAS, Madera Capital L.P., David Delawder has filed an appeal of the Planning Commission decision to the City Council; and

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA
HEREBY FINDS, ORDERS AND RESOLVES AS FOLLOWS:**

1. The above recitals are true and correct.
2. After duly conducting a public hearing on April 19, 2017, to hear the appeal filed by Madera Capital L.P., David Delawder, of the Planning Commission Decision approving Conditional Use Permit 2017-07 and Site Plan Review 2017-08, and after considering all of the evidence before it, the City Council hereby makes the following decision on said appeal:

_____ The Decision of the Madera Planning Commission approving Conditional Use Permit 2017-07 and Site Plan Review 2017-08 is affirmed.

(or)

_____ The Decision of the Madera Planning Commission approving Conditional Use Permit 2017-07 and Site Plan Review 2017-08 is reversed based on the following findings of error by the Planning Commission:

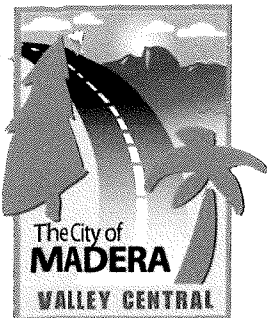
(or)

_____ The Decision of the Madera Planning Commission approving Conditional Use Permit 2017-07 and Site Plan Review 2017-08 is modified in following aspects:

3. This Resolution is effective immediately upon adoption.

* * * * *

065-2



APPLICATION FOR APPEAL OF ADMINISTRATIVE DECISION

APPLICANT NAME Madera Capital LP David Delander Property Mgr.
ADDRESS 1850 S. Sepulveda Blvd.
CITY L.A. CA 90025 PHONE 661-547-8037 (C)
310-473-9500 (C)

AN APPEAL CANNOT BE ACCEPTED FOR PROCESSING WITHOUT A FULL EXPLANATION OF THE CIRCUMSTANCES SURROUNDING THE ACTION, AND THE GROUNDS FOR THE APPEAL THEREOF. (USE ADDITIONAL SHEETS IF NECESSARY.)

I AM HEREBY APPEALING THE DECISION OF (NAME) 365 Autos ON (date) March 14, 2017 PERTAINING TO ACTION RELATING TO MY PROPERTY LOCATED AT 1977 W. Cleveland Ave. AND FURTHER IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 013-160-014. THIS APPEAL IS BASED ON (GIVE A FULL EXPLANATION) CC&R's for Madera Marketplace. We feel that Auto Sales were never to be allowed. The sales were only intended for the merchants and not outside vendors & this is not part of the shopping center and there are no Auto Sales at the shopping center. We also disagree that the sale is being held during a prime time of the year at Christmas. The current approval does not address how many cars are for sale. And no limitation how many cars can be sold. We have restrictions to other tenants what can be sold in front of their stores. The CC&R's stipulate that they run with the land even when property is sold. Some of the Planning Commissioners indicated Walmart had this approval from the City in the past that we lost our rights that is not the interpretation of the CC&R's. We feel this whole thing affects the sales of the other tenants by driving in these sales and hampers our parking. Our permit under the CC&R's is for customers only. Service vendors & employees to come and go.

Signature [Signature]

THE SUBMISSION OF THIS FORM, COMPLETED AS REQUIRED, AND ACCOMPANIED BY THE APPLICATION FEE AS DETERMINED BY THE CITY COUNCIL, ENTITLES THE APPLICANT TO A HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MADERA AT THE NEXT AVAILABLE PUBLIC HEARING, UNLESS DELAYED AT REQUEST OF THE APPLICANT OR DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF STAFF OR THE CITY COUNCIL OF THE CITY OF MADERA.

DATE FILED _____

DATE ACCEPTED _____

RECEIVED
MAR 21 2017

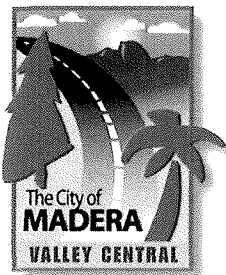
CITY OF MADERA
PLANNING DEPARTMENT

APPLICATION FEE:

Administrative \$1,204
Project Approvals \$605

(Fee Schedule Res. No. 14-137)

City of Madera, 205 W. 4th St., Madera, CA 93637 (559) 661-5405



CITY OF MADERA PLANNING COMMISSION

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

Staff Report: 365 Autos - Walmart Temporary Outdoor Sales Activities CUP 2017-07 & SPR 2017-08 Item #5 – March 14, 2017

PROPOSAL: Consideration of a request for a conditional use permit and site plan review to allow for three outdoor automotive sales events to be held by 365 Autos in the Madera Marketplace Wal-Mart parking lot. The Madera Marketplace requires the approval of a use permit for all outdoor sales activities. 365 Autos is requesting approval for three separate events, in addition to an event recently completed.

APPLICANT:	Auto USA Inc. (dba 365 Autos)	OWNER:	Wal-Mart Realty Company
ADDRESS:	1977 West Cleveland Avenue	APN:	013-160-014
APPLICATIONS:	CUP 2017-07 & SPR 2017-08	CEQA:	Categorical Exemption

LOCATION: The site is located in the Madera Marketplace shopping center, situated on the northeast corner of the intersection of North Schnoor Avenue and West Cleveland Avenue.

STREET ACCESS: Access to the project site is provided via North Schnoor and West Cleveland Avenues.

PARCEL SIZE: The Wal-Mart store is located on a 12.3-acre parcel, which is a portion of the overall shopping center site.

GENERAL PLAN DESIGNATION: C (Commercial)

ZONING DISTRICT: C1 (Light Commercial)

SITE CHARACTERISTICS: The Madera Marketplace shopping center is substantially surrounded by developed commercial/retail properties, with The Commons at the Madera Fair shopping center to the south and the John Deere equipment dealer to the east.

ENVIRONMENTAL REVIEW: This project is categorically exempt under §15304(e), Minor Alterations to Land, of CEQA Guidelines.

SUMMARY: Outdoor sales events require the approval of a conditional use permit at the Madera Marketplace shopping center. Approval would allow for three additional ten-day temporary outdoor used car sales events to occur.

APPLICABLE CODES AND PROCEDURES

MMC § 10-3.802 Uses Permitted, C-1 Zones

MMC § 10-3.1202 Parking Regulations

MMC § 10-3.1301, et seq. Use Permit Procedures

The General Plan designates the project site as C (Commercial) property. The project site is located in the C-1 (Light Commercial) Zone District. The C-1 (Commercial) Zone District allows for “temporary outdoor display of merchandise and sales activities” with the approval of a zoning administrator permit, while also allowing for “outdoor sales establishments” subject to the approval of a use permit by the Planning Commission. Original entitlements allowing for the development of the Wal-Mart property require a use permit for the placement of any outdoor storage and sales activities beyond the fenced outdoor sales area on the northern side of the Wal-Mart store structure.

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

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

PRIOR ACTION

Use Permit X-89-39, approved by the Commission on November 14, 1989, allowed for “an outdoor storage/sales area” in conjunction with the development of the Wal-Mart commercial site. Since development of the Madera Marketplace site, numerous use permits and zoning administrator permits have been approved on behalf of Wal-Mart to allow outdoor display and sale of merchandise, and/or outdoor storage of merchandise. Most recently, Conditional Use Permit 2013-12 made an allowance for up to three outdoor sales events for the Gill Automotive Group.

The applicant recently initiated a sales event on the Wal-Mart site without first securing the required permits. Upon notification by City staff, the applicant made application for the required use permit and site plan review. With the application submittal, staff allowed the completion of the non-permitted five-day event.

ANALYSIS

Nature of Request

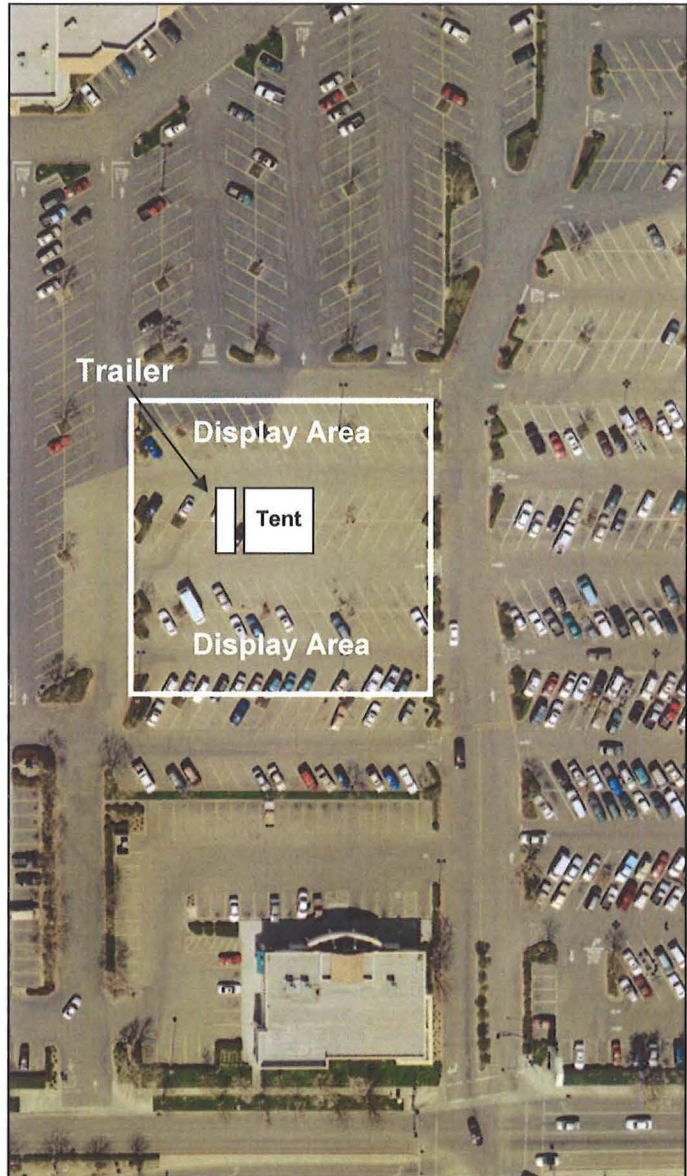
The applicant, 365 Autos, is a used car dealer located on Blackstone Avenue in Fresno. The applicant is requesting an allowance to hold three outdoor automotive sales events during the spring, summer and fall in the Wal-Mart parking lot. These outdoor sales events would allow 365 Autos greater exposure to potential Madera customers. The events would be supported with coordinated media exposure to maximize visitation to the events. The three proposed

weekend events would occur on June 28th through July 5th, September 20th through October 1st and December 26th through December 31st in the 2017 calendar year.

In consideration of outdoor activities in any commercial zone, issues such as traffic congestion and pedestrian safety, loitering, noise, trash, litter, vector control, visual blight, and site maintenance are concerns that generally need to be considered. While conditions of approval may be imposed to address these concerns, implementation and monitoring of compliance with those conditions of approval would be a necessity on the part of the applicant and staff. The primary concerns within this application relate to traffic congestion, pedestrian safety, trash/litter and public nuisances.

Analysis

The proposed location for the outdoor sales event is positioned in a centralized location in the center of the shopping center parking field, just to the west of the primary drive into and out of the shopping center. This location has in the past successfully accommodated similar outdoor events, including new and used car sales events. No primary interior drive aisles are compromised by the proposed event footprint and there is ample space for display of vehicles for sale. A sales trailer and shade tent(s) will be located in the center of the proposed event area, which will provide customer seating as well as areas for loan processing and vehicle financing as needed. It is recommended that no direct vehicle access be allowed into the proposed event area. Drive aisles along the perimeter of the event area should be clearly blocked to restrict vehicular access into the event area. Customers to the event will be able to utilize the remaining parking field to park and then take access to the event. To best protect pedestrians, pedestrian entrances should be logically placed and clearly marked.



To control litter, trash receptacles should be distributed inside of the tent and in each quadrant of the display area. The site should be checked for litter throughout the course of the business day and remedied as necessary. The serving of food or drink out of doors should not be a component of the automotive sales event without the authorization of the Community Development Director and the written authorization of the Madera County Public Health Department.

To address nuisances, amplified sound should not be employed as a component of the outdoor sales event. Lighting should be focused onto the event sight and should not create conditions of glare that could adversely impact surrounding uses and/or motorists. Adequate security should be the responsibility of the applicant. All signage associated with the outdoor sales event must be consistent with ordinance and will require the approval of a temporary sign permit in advance of placement of any signage.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Though approval of outdoor automobile sales events are not specifically addressed in the vision or action plans, the overall project does indirectly support Action 115.1 to “encourage viable economic development” and also Good Jobs and Economic Opportunity which focuses in part on creating “a broad spectrum of business opportunities”.

SUMMARY OF RECOMMENDATIONS

The outdoor sales event is permitted with the approval of a conditional use permit. Conditions of approval are recommended in order to ensure compatibility with surrounding uses. It is recommended that the conditional use permit be approved as conditioned.

PLANNING COMMISSION ACTION

The Commission would be taking action regarding the conditional use permit.

Motion 1: Move to approve the requested Conditional Use Permit 2017-07 and Site Plan Review 2017-08 based on and subject to the findings and conditions of approval as listed below.

Findings

- This project is categorically exempt under Section 15304(e), Minor Alterations to Land, of the California Environmental Quality Act (CEQA) since this temporary use of lands will have negligible or no permanent on the environment.
- The allowance for outdoor sales events is consistent with the purposes of the C (Commercial) General Plan land use designation and the C-1 (Light Commercial) Zone District which provide for the use, subject to the issuance of a conditional use permit.
- There is adequate parking and site features to allow for the proposed outdoor sales events.
- As conditioned, the outdoor sales events would be compatible with surrounding properties, because its operation would not negatively impact adjoining businesses within the Madera Marketplace shopping center and adjacent properties.
- As conditioned, the establishment, maintenance or operation of the outdoor sales events would not under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the City.

CONDITIONS OF APPROVAL

General Conditions

1. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by receipt in the Planning Department of the applicant's signature upon an Acknowledgement and Acceptance of Conditions within thirty (30) days of the date of approval for this use permit.
2. Any deviation from the approved plan or any condition contained herein shall require prior written request by the applicant and approval by the Planning Manager.
3. The use permit is valid for the current request(s) only. Any subsequent request for outdoor sales events shall require an application for use permit. This approval shall expire upon completion of the permitted events.
4. The applicant's failure to utilize this use permit within approved time periods following the date of this approval shall render the conditional use permit null and void unless an application for amendment has been submitted to and approved by the Planning Commission.
5. It shall be the responsibility of the applicant to ensure that any required permits, inspections and approvals from any regulatory agency shall be obtained from the concerned agency prior to commencement of any outdoor sales activities on the site.
6. This use permit shall be subject to periodic reviews and inspection by the City to determine compliance with the conditions of approval and applicable codes. If at any time, the use is determined by Staff to be in violation of the conditions of approval, Staff may schedule a public hearing before the Planning Commission within 45 days of the violation to consider revocation of the permit.
7. Three outdoor sales events are allowed during the remainder of the 2017 calendar year.
 - June 28th – July 5th
 - September 20th – October 1st
 - December 26th – December 31st
8. The daily hours of operation for each event shall be from as early as 9:00 am to as late as 9:00 pm. Setup of the event shall occur as early as 12:00 noon on the day before the event and teardown shall be completed by no later than 12:00 noon on the day following the event.
9. Ingress and egress to the Madera Marketplace shopping center parking lot shall not be blocked at any time.
10. The applicant shall be responsible for providing adequate event security.
11. The applicant shall keep the outdoor sales event area clear of all trash, rubbish and debris at all times. To control litter, trash receptacles shall be distributed inside of the tent and in each quadrant of the display area. The site should be checked for litter throughout the course of the business day and remedied as necessary.
12. Vandalism and graffiti shall be corrected per the Madera Municipal Code.

**CITY OF MADERA PLANNING COMMISSION
REGULAR MEETING
March 14, 2017**

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

ROLL CALL

PRESENT: Commissioner Kenneth Hutchings (Chairperson)
Commissioner Robert Gran Jr. (Vice Chairperson)
Commissioner Jim DaSilva
Commissioner Israel Cortes
Commissioner Pamela Tyler
Commissioner Richard Broadhead

ABSENT: Commissioner Bruce Norton

STAFF: Dave Merchen, Community Development Director
Christopher Boyle, Planning Manager
Keith Helmuth, City Engineer
Jose Sandoval, Assistant Engineer
Robert Holt, Assistant Planner
Brent Richardson, City Attorney
Brandi Garcia, Recording Secretary

PLEDGE: Commissioner Tyler led the Pledge of Allegiance.

PUBLIC COMMENT: None

MINUTES: February 13, 2017

Commissioner DaSilva moved to approve the minutes from the February 13th meeting.
Seconded by Commissioner Tyler. The motion carried unanimously.

CONSENT ITEMS: None

NON-PUBLIC HEARING ITEMS: None

PUBLIC HEARING ITEMS

1. TSM 2016-02 – Sunrise Estates

A continued public hearing to consider a tentative subdivision map proposing to subdivide four parcels (008-180-001, 002, 003 and 004) encompassing 22.52 acres into a 112-lot single family residential subdivision. The project site is located at the northwest corner of Sunrise Avenue and Tozer Street in the R1 (Low Density Residential) Zone District, with an LD (Low Density Residential) General Plan land use designation. A Negative Declaration will also be considered by the Planning Commission.

Christopher Boyle, Planning Manager explained that this item was removed from the Agenda per the applicant's request.

2. CUP 2007-24MOD & SPR 2016-60 – Head Start Expansion

A noticed public hearing to consider a modification to a conditional use permit and site plan review to allow for a 960 square foot modular classroom expansion for the Head Start program at the Valley West Christian Center located on the north side of West Adell Street at its intersection with Sonora Street (101 West Adell Street), in the R1 (Low-Density Residential) Zone District with an MD (Medium-Density Residential) General Plan land use designation. (APN: 003-200-004)

Christopher Boyle, Planning Manager presented the item.

Commissioner Gran asked about the condition regarding inspections.

Mr. Boyle said they felt that based on the time lines it was important to address land use entitlements at this point. Typically the office would be constructing structures on school sites which would be exempt from inspections. This is not a school site, it's a residentially zoned property but staff feels confident that we will resolve that issue in the near future. Because of the time lines it was good advice to the applicant to move forward with the zoning entitlements since they would be required regardless.

Commissioner Gran noted it is a mix of church and state, usually it's a state, state situation. They must understand that different rules apply for private property.

Mr. Boyle said he believes there is a realization coming about. There's a bit of a sticker shock as well for inspection fees, etc. He believes they will be able to resolve those matters with the applicant and come to agreement and move forward.

The applicant was invited to the podium.

Corina McDonald of 1100 H St. in Modesto stepped to the podium. She brought the architect, Mike Clark, up with her as well. Corina is the Operations and Construction Manager for the County and works for the Stanislaus County Office of Education. They are in agreement with the conditions. Their number one goal is to serve the kids. They did come into this in a backwards way, this is not the traditional manner but they are trying to correct the issues and move forward.

Commissioner Gran asked how Stanislaus County ended up in Madera.

Mrs. McDonald stated they have extra funding so they are working with Madera County staff but it is their funding that is being used.

Commissioner Hutchings had a question for the architect. He asked about the proposed site plan. With the shade trees there is one light that is placed near a couple trees. Has there been an analysis to make sure that light would be effective once the trees are mature? He wanted to bring that to their attention.

Mr. Clark of 571 McHenry Ave. in Modesto responded that he will discuss that with the electrical person. Sometimes with the preliminary plans there is a coordination issue and they may not have coordinated with locations of shade trees.

Commissioner Hutchings asked if anyone else would like to address the Commission.

Pastor Roger Leach of Valley West Christian Center at 101 W. Adell St. stepped to the podium. He said he and M.J. Neighbors got together back in about 2000 and started talking about the need for education for small children in that area. The idea started to take place then. It's a unique collaboration working with Stanislaus. They will work things out and get things done. They have a migrant housing complex right across the street and the children come walking across the street. They want to do everything they can to make sure the children are protected.

The item was returned to the Commission for further processing.

Commissioner Gran was concerned about the inspections.

Brent Richardson, City Attorney said the City will have the same enforcement as we would for anything else.

Commissioner Gran said he just wants to make sure they can come to some kind of agreement.

Mr. Richardson said they have agreed to the conditions for the use permit.

Commissioner Gran made a move to approve Motion 1, seconded by Commissioner DaSilva. The motion was carried unanimously.

3. CUP 2017-04 & SPR 2017-05 – Paletalandia Beer and Wine Sales

A noticed public hearing to consider a conditional use permit and site plan review to allow for the on-site consumption of beer and wine in conjunction with an existing restaurant located in the Madera Marketplace shopping center at the northeast corner of North Schnoor Avenue and West Cleveland Avenue (2295 West Cleveland Avenue), in the C1 (Light Commercial) Zone District with a C (Commercial) General Plan land use designation. (APN: 013-160-020)

Robert Holt, Assistant Planner presented the item.

The applicant was invited to the podium.

Alejandro Aguilar, General Manager for Paletalanda stated he has read the conditions of approval and is in agreement with them.

Commissioner DaSilva asked who would be doing the upgrades, him or the property owner.

Mr. Aguilar said he believes the property owner will be doing the upgrades.

There were no further questions of Mr. Aguilar. He stepped down from the podium.

Dave Delawder, Property Manager for the Shopping Center stepped to the podium.

He asked about the water meter and the sewer going into the City easement areas. He met with Public Works, the Water District and Engineering and also sat

down with Chris. He has easement rights with the City to have the water meters where they are now. Some are on public right of way, the same with the sewer lines. They would like to keep the same locations and just upgrade the meters. It's very costly to redesign the infrastructure of the shopping center.

Commissioner Hutchings asked about Mr. Delawder managing the entire shopping center.

Mr. Delawder said that IHOP and the Tire Center are not a part of it even though they should have been. He manages the parking lot sweeping and landscape maintenance for the shopping center. Walmart maintains their own security and issues on their property. He does also take care of the sweeping, lighting and landscaping for Chase.

Commissioner Hutchings noted there is a stop sign near Chase and IHOP that is extremely washed out.

Mr. Delawder noted that right at that drive way is the property line for IHOP. They don't take care of anything on the IHOP side which is where the sign is.

Commissioner Hutchings verified that he would need to contact the IHOP Manager.

The item was returned to the Commission for further processing.

Commissioner Gran asked if the water meter would be an issue.

Keith Helmuth noted that he did speak with Mr. Delawder that day and they are able to keep the location of the meter and just do the upgrade of the meter.

Commissioner Gran made a move to approve Motion 1 with the modification to #15 to read the upgrade to City standards but remain in the existing location. Seconded by Commissioner Tyler. The motion carried unanimously.

4. CUP 2017-05 & SPR 2017-02 – La Quinta Inn & Suites

A noticed public hearing to consider a conditional use permit and site plan review to allow for the renovation of the existing hotel located at the northeast corner of West 4th Street and North G Street (317 North G Street), in the C2 (heavy Commercial) Zone District with a C (Commercial) General Plan land use designation. (APN: 006-095-010)

This item was presented by Planning Manager, Christopher Boyle.

Commissioner DaSilva asked what they were going to do with signage.

Mr. Boyle said that all signage on site has a permit so La Quinta will then propose alternative signage as part of the remodel. They may wish to retain freestanding signage or they may wish to entertain alternative signage as part of the rebranding.

Commissioner Gran asked where the trash enclosure is going.

Mr. Boyle said that they will be required to bring the trash enclosure to City standards.

There were no further questions for Mr. Boyle. The applicant was invited to step forward.

Carter Case of 232 Southeast Oak Street, Portland OR 97214 stepped to the podium. He said that Mr. Boyle did a good job describing what their intent is which is a complete remodel. The number of rooms will stay the same with maybe one or two that will be switched around. They will take the old restaurant and make it a lobby and breakfast room with places to sit and eat. He described the materials that will be used in the remodel of the outside of the building. He also noted that they will take care of the trash enclosure. They want the first impression of people to be that they want to stay there. They have read the conditions of approval and they are anxious to move forward.

Commissioner Gran confirmed that he is in agreement with all the conditions.

Mr. Case said, yes.

Commissioner DaSilva made a move to approve Motion 1, seconded by Commissioner Tyler. The motion was carried unanimously.

5. CUP 2017-07 & SPR 2017-08 – 365 Autos Temporary Outdoor Sales

A noticed public hearing to consider a modification to a conditional use permit and site plan review to allow for three outdoor sales events to be held by 365 Auto in the Walmart parking lot located on the northeast corner of the intersection of North Schnoor Avenue and West Cleveland Avenue (1977 West Cleveland Avenue) in the C1 (Light Commercial) Zone District, with a C (Commercial) General Plan land use designation. (APN: 013-160-014)

Planning Manager, Christopher Boyle presented the item.

Commissioner DaSilva asked if the tent was a pop up tent that would be taken down every night.

Mr. Boyle said no, it's not a pop up tent, this vendor relies on a trailer. The trailer is noted in the site plan. Regardless, the tent will need to be inspected by the Fire Marshall.

Commissioner Hutchings noted that during the holiday season it gets busy in the shopping center and this will add to the congestion the parking lot and this will add to it.

Mr. Boyle said that yes the shopping center will experience higher degrees of congestion during the holiday season. The parking lot is parked in a way to provide for the expansion of the green space along Cleveland Ave if at such time Walmart had chosen to move forward with that expansion project. Notwithstanding, the fact that the day after Christmas is a high parking demand period, the site chosen is away from the other tenants on the site and staff would still feel that the parking field would adequately address the number of cars.

Commissioner Gran noted that the only thing that would be impacted is the area where the RV's park.

Commissioner Broadhead asked if the location would be taped off.

Mr. Boyle said there are conditions of approval that require them to make sure the site is separated from rights of way to protect pedestrians.

Commissioner DaSilva asked about security during the night.

Mr. Boyle said that he would anticipate there will be some type of security to protect inventory while they are closed. There are conditions of approval that relate to things like trash, nuisances, etc.

Commissioner Broadhead asked if parking for the event will be parked there or mixed in with the Walmart parking.

Mr. Boyle said that typically those who visit the site will not park within it.

The applicant was invited to the podium.

Jim Estes of 4175 N. Blackstone, the dealer of 365 Autos stepped forward. He stated he is in agreement with the conditions of approval.

There were no questions of Mr. Estes.

Dave Delawder, Property Manager for the shopping center stepped to the podium. He said that the owner of the other part of the shopping center is opposed to it. They have a CCR which was established when the shopping center was built. It states there will be no other activities in the parking lot except for parking lot sales for those retail stores located in the shopping center. 365 Autos is an auto sale that has nothing to do with the retail sales of the shopping center such as Walmart having a parking lot sale. Under the CC&R there are parking requirements as well. There are a certain number of parking stalls for shopping center customer's only. As far as the safety and barricading of the roadway; it states that you cannot block any roadway for through traffic in the shopping center. They do block off a whole section and it takes away the whole section which is a violation of the CC&R's.

Commissioner DaSilva asked if they (365 Autos) came to him and asked for permission.

Mr. Delawder said no, and in 2014 when it was done he wrote to Benton, AR. To the Walmart Corporate office. They said they felt different and they've done it already, the Planning Commission gave them permission.

Commissioner DaSilva said you were notified already for Gill.

Commissioner Gran noted that they were notified by mail and all of a sudden now, they're opposed to it. The sales have been going on for years now just not with this applicant. He said he understands there's a CCR but does it apply to Walmart's property also?

Mr. Delawder said that the CC&R is between Walmart and the other owner of the shopping center. Walmart is part of the shopping center. It stipulates these are the rules and regulations. It says that when there are parking lot sales none of the roadways can be blocked. Only the parking stalls can be roped off.

Commissioner Gran asked how the storage was addressed.

Mr. Delawder said that the storage containers are in the back of Walmart and is under a container issue. The City has come to him and he says he doesn't own the Walmart parking and as long as they are in the back there are no parking spaces so he doesn't have a problem.

Commissioner Gran said yes, there are and they are counted spaces.

Mr. Delawder said they may be counted but they're not blocking the roadway.

Commissioner Gran asked about RV's.

Mr. Delawder asked what RV's, the one in the middle?

Commissioner Gran said it is a known fact that if you have an RV you can park at a Walmart.

Mr. Delawder said that he talked to Walmart about it in the past and even went to Walmart's corporate office. He's had people coming to him including Madera Police but he doesn't own their property or control their security issues, they do.

Commissioner DaSilva asked for clarification on the boundaries.

Mr. Delawder said he can provide a map.

Commissioner Gran noted that the CC&R's apply to both.

Mr. Delawder said there is an agreement that they would operate the parking lot to be for parking only for the use of the retail stores that are in the shopping center.

Mr. Boyle noted that to answer the question regarding the parcel configuration, looking at the aerial photo, you can see the difference in the parking lot between the times the blacktop has been refreshed. That is closely aligns with the parcel line.

Mr. Delawder said they have restrictions on signs being put up throughout the parking lot. The stalls need to be left open for those that are tentative shoppers. There is over flow in the middle but the stores that run from Pak N Save to Goodwill have a narrow parking strip. With the school there now, they are having trouble with the parking and will be making the parking in some areas to 30 minute parking. Walmart owns the parking lot but there is the CC&R agreement with them.

Commissioner Hutchings said the opposition had been noted.

Mr. Estes stepped back to the podium. He said he prefers to have parking only in the stalls because the more open it is the more traffic comes through. They don't want to take over the lot and block traffic. He has extensive experience in automotive and has been in the Valley for a long period of time. They signed a contract with Walmart and mailed out several pieces of mail offering a \$5 Walmart card for everyone that visits. It not only benefits Walmart but people will also stop and get groceries or whatever while there.

Commissioner Hutchings asked if anyone else would like to address the Commission on this item. Seeing none, the public hearing was closed and the item was returned to the Commission for further processing.

Commissioner Gran asked for Mr. Richardson's input on this.

Mr. Richardson said it is certainly something that we could consider but they do not necessarily apply to the City. They are between the two property owners. The City itself is not necessarily bound by it. It's a little problematic to consider them since you cannot see them. If the Commission grants the permit and it is in violation then the property owner can pursue some sort of action to keep them from operating in violation.

Commissioner DaSilva made a move to accept Motion 2, to continue the request for approval of Conditional Use Permit 2017-07 and Site Plan Review 2017-08 to the April 11, 2017 Planning Commission meeting so they can see the CC&R's.

Commissioner Gran said this has been going on for a while and he understands that they feel like they need to say something but at the same time...

Commissioner Cortes seconded the motion.

Commissioner Hutchings - no
Commissioner Gran - yes
Commissioner Tyler - no
Commissioner Broadhead - no
Commissioner Cortes - yes
Commissioner DaSilva - yes

The motion failed due to a tie vote.

Commissioner Tyler made a move to accept Motion 1, to approve Conditional Use Permit 2017-07 and Site Plan Review 2017-08, seconded by Commissioner Gran.

Commissioner Hutchings - yes
Commissioner Gran - yes
Commissioner Tyler - yes
Commissioner Cortes - no
Commissioner Broadhead - yes
Commissioner DaSilva - no

Motion 1 was carried by a 4-2 vote.

NON PUBLIC HEARING ITEMS:

1. CUP 2016-20 & SPR 2016-36 – Teran Residence (Performance Review)

A review of the performance of Conditional Use Permit 2016-20 and Site Plan Review 2016-36 allowing for a residential use on a commercially zoned property, to determine whether it is appropriate to schedule a hearing on revocation.

Mr. Boyle, Planning Manager presented the item.

Commissioner DaSilva asked if there was any ADA compliance.

Mr. Boyle confirmed there was not but it would not be required from a residential perspective. It there would have been a requirement if the applicant wished to continue the use as a commercial building.

Commissioner DaSilva asked if it was commercial throughout the whole year or just during tax season.

Mr. Boyle said that in the inspections over time it had remained commercial. As of six days ago the 'Open' sign had been removed and the 'Tax Services' sign had been removed but as you walk up the front steps the interior of the site still functions as a commercial entity. He can't say with certainty that every day since the approval of the use permit it was functioning as a commercial, but every time staff has inspected it has been.

Commissioner DaSilva asked if the parking stalls would be removed if it was a residential use.

Mr. Boyle said that staff made a concession that the site doesn't have a covered parking stall on site but since the site never has had covered parking, it would not be required and they could use the street parking for the residential needs moving forward. We felt that long term viability as a commercial property is where we wanted to see the property go.

There were no further questions of Mr. Boyle.

Commissioner Gran made a move to accept Motion 1, seconded by Commissioner DaSilva. The motion was carried unanimously.

ADMINISTRATIVE REPORTS:

Mr. Boyle stated that staff would bring updates on current projects at the next scheduled meeting.

COMMISSIONER REPORTS:

Commissioner DaSilva reported that the Planning Commission Academy was good. He felt that last year was better but they did get a lot of good information.

Commissioner DaSilva also asked Mr. Helmuth about the sinkhole at Olive and Pecan. He said it's getting bigger.

Mr. Helmuth said the construction manager was going to look at it but he will check on it.

The meeting adjourned at 7:23 p.m.


Planning Commission Chairperson


Brandi Garcia, Recording Secretary

MINUTES OF THE CITY OF MADERA PLANNING COMMISSION

REGULAR MEETING OF MAY 14, 1996

CITY COUNCIL CHAMBERS

CALL TO ORDER

The meeting was called to order by Chairman Thornton at 6:30 P.M.

The Invocation was led by Pastor Randy Brannon of the Grace Community Church.

The Pledge of Allegiance was led by Vice-Chairman Garcia.

ROLL CALL:

PRESENT: Vice-Chairman Danny Garcia
Comm. Donald E. Holley
Chairman Ross Thornton
Comm. Michael Westley
Comm. Corky Walters
Comm. Bob Gran, Jr.
Comm. Maurice Phillips

STAFF: Planning Director Larry J. Red
Community Development Director/City Engineer Leon Lancaster
Assistant Planner/Code Enforcement Officer Pat Bodin
City Attorney Joseph Soldani
Recording Secretary Dawn Flores

PUBLIC COMMENT: The Chairman opened the meeting for public comment on any items not on the regular scheduled agenda. There being no speakers, the Chairman closed the Public Comment section of the meeting.

APPROVAL OF MINUTES:

ON MOTION BY COMM. HOLLEY, SECONDED BY COMM. GRAN, THE MINUTES OF THE APRIL 9, 1996 MEETING WERE APPROVED BY THE FOLLOWING VOTE: AYES: COMMS. HOLLEY, WESTLEY, WALTERS, PHILLIPS, GRAN, VICE-CHAIRMAN GARCIA AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: NONE. ABSENT: NONE.

CONSENT CALENDAR:

A. BUENROSTRO USE PERMIT TIME EXTENSION #X-96-08.

Review of a request for an extension of time on an approved Use Permit to allow establishment of a restaurant and night club in an existing building at 301 East Yosemite Avenue in the C-1, Light Commercial Zone. A one year extension to April 13, 1997, is requested.

B. NORTHVIEW ESTATES TENTATIVE MAP TIME EXTENSION #VIII-96-05.

Review of a request for a one year time extension for the Northview Estates Tentative Subdivision Map #VIII-90-09 for 123 single family residential lots of approximately 6,000 square feet each on 26.7 acres located on the east side of Merced Street just south of Adell Street in the R-1, Residential Zone.

ON MOTION BY VICE-CHAIRMAN GARCIA, SECONDED BY COMM. GRAN, THE CONSENT CALENDAR WAS APPROVED BY THE FOLLOWING VOTE: AYES: COMMS. WESTLEY, HOLLEY, WALTERS, GRAN, PHILLIPS, VICE-CHAIRMAN GARCIA AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: NONE. ABSENT: NONE.

HEARING CALENDAR:

1. MADERA MARKETPLACE OUTDOOR SALES USE PERMIT #X-96-13.

Public hearing on a request to allow periodic weekend outdoor retail sales events in the parking lot area of Madera Market Place Shopping Center (exclusive of Wal-Mart) located on the north side of West Cleveland Avenue and the east side of North Schnoor Avenue in the C-1, Light Commercial zone.

Chairman Thornton introduced the item and Assistant Planner/Code Enforcement Officer Bodin presented the staff report as written. The request is to allow the applicants to operate outdoor special sales events on each of six occasions, for one week at a time, in front of the shops in the center and at times in the parking lot area, except for Wal-Mart, which is allowed outdoor sales periodically under a different use permit. The requested special occasions were Easter, Mother's Day, Independence Day, Labor Day, Veteran's Day and Father's Day.

In response to Comm. Gran's question, Planner Bodin explained that once Hollywood Video moves into the old Warehouse building, they will also be able to use this use permit.

Chairman Thornton opened the public hearing and called on the applicant.

Jeff Foss, Property Manager for the Madera Market Place, 41 Lafayette Circle, Lafayette, CA, states that the only problem they have with the conditions of this use permit is that they would like to have

seven days instead of the three that Staff is recommending so that they can have extra time for set up and take down time. Mr. Foss explained that even though the shopping center and Wal-Mart provides security on a day-to-day basis, they will also provide additional security on sale days. Mr. Foss also assured the Commission that they will be sure not to block fire lanes as well.

Richard Strong, attorney representing Wal-Mart, states that he would like Wal-Mart included in this use permit to take advantage of the outdoor sales events. Mr. Strong advised that Wal-Mart has security from early A.M. to late P.M.

Adolf Vizcarra, representative for Pepsi-Cola Company; Michelle Simmons, operator - TCBY; and Sue Robinson, Pacific Color Nurseries all added that they are in favor of including Wal-Mart on this use permit and believe that it would be good for the community.

There being no further speakers, the Chairman closed the public hearing.

COMM. PHILLIPS MOVED TO APPROVE THE MADERA MARKETPLACE USE PERMIT #X-96-16 IN FAVOR OF THE MADERA MARKETPLACE SHOPPING CENTER, INCLUDING WAL-MART, IN THE C-1, LIGHT COMMERCIAL ZONE, WITH FINDINGS AND CONDITIONS OF APPROVAL, WITH CORRECTION TO #2 (FROM THREE DAY TO FIVE DAY EVENTS).

THE MOTION WAS SECONDED BY COMM. HOLLEY AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. GRAN, WESTLEY, HOLLEY, PHILLIPS, WALTERS, VICE-CHAIRMAN GARCIA AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: NONE. ABSENT: NONE.

2. "CHARLIE'S FAMILY ENTERTAINMENT CENTER" USE PERMIT #X-96-14.

Public hearing on a negative declaration in conjunction with a Use Permit application to establish an amusement arcade in the existing 2,500 square foot building at 216 South "D" Street (across the street from the Post Office) in the C-1, Light Commercial zone. The operation will include four pool tables, four video games, plus two pinball machines and two air hockey games. It is proposed to be open from 11 A.M. to 10 P.M. daily. Non-alcoholic beverages and prepackaged snacks will be available.

Chairman Thornton introduced the item and Assistant Planner/Code Enforcement Officer Pat Bodin presented the staff report as written. The use permit, if granted, would allow the applicants to operate an entertainment arcade with four pool tables, four video arcade games, two air hockey games and two pinball games. Hours of operation would be 11:00 a.m. to 10:00 p.m., daily. Snack items of food and drink would be available as packaged food only. The business owner would provide two employees during the peak business hours from 5:00 p.m. to 10:00 p.m.

Chairman Thornton opened the public hearing and called on the applicant.

Mike Mideiros, draftsman on project, commented that he told the applicant, Mr. Bazan, that he needed to assure the Planning Commission that he will be able to control any problems that may arise from operating an arcade, such as gang activity, etc.

Miguel Bazan, applicant, states that he would try to do whatever is needed to comply with conditions of the use permit. In response to Comm. Walters' question, Mr. Bazan stated that if needed, he would be happy to hire a security guard if warranted. Mr. Bazan commented that he doesn't have any actual experience operating an arcade but he does go to them frequently and feels that this experience will help him deal with any problems that may arise.

OPPOSITION

Mitch Rigby, 219 So. "D" Street; Jim Massetti, 215 So. "D" Street; Chris Pistoiresi, auto dealer; all state that if this project is approved, they would be concerned for the downtown area as they don't perceive this use as a step forward for the downtown area. They also cited the possibility of loitering and vandalism as reasons to deny this request.

Chairman Thornton commented that Mr. Massetti had called him before tonight's meeting to discuss this request.

REBUTTAL

Michael Mideiros suggested that perhaps an additional condition could be added to include the hiring of a security officer during business hours. Mr. Mideiros urged the Commission not to deny this project out right and suggested they continue it until some of their concerns could be mitigated.

There being no further speakers, the Chairman closed the public hearing.

Comm. Phillips, Vice-Chairman Garcia and Comm. Westley all cited the lack of experience in operating an arcade by the applicant and felt that this is definitely a detriment to opening this type of business. They also said they concur with the comments made by those in opposition to this project and fully sympathize with the business owners in the area.

COMM. PHILLIPS MOVED TO DENY USE PERMIT #X-96-14 TO ALLOW ESTABLISHMENT OF AN AMUSEMENT ARCADE AT 216 SOUTH "D" STREET IN THE C-1, LIGHT COMMERCIAL ZONE BASED ON THE FINDING THAT THE PROPOSED USE WOULD BE DETRIMENTAL TO THE HEALTH, SAFETY AND WELFARE OF THE NEIGHBORHOOD AND THE LACK OF AVAILABLE PARKING IN THE AREA.

THE MOTION WAS SECONDED BY COMM. WALTERS AND CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. WESTLEY, HOLLEY, PHILLIPS, GRAN, WALTERS, AND VICE-CHAIRMAN GARCIA. NOES: CHAIRMAN THORNTON. ABSTENTIONS: NONE. ABSENT: NONE.

3. MADERA DOWNTOWN ASSOCIATION OUTDOOR SALES USE PERMIT #X-96-16.

Public hearing on a Use Permit request by the Madera Downtown Association to allow its retail members to conduct outdoor sales events on the first Friday, Saturday, and Sunday of each month from June through October, 1996, in the area generally located between North and South "E" Streets and North and South Lake Street, and two blocks north and two blocks south of East Yosemite Avenue in the C-1, Light Commercial, C-2, Heavy Commercial, I, Industrial, and PF, Public Facility zones.

Chairman Thornton introduced the item and Assistant Planner/Code Enforcement Officer Pat Bodin presented the staff report as written. The use permit, if granted, would allow the applicants to operate outdoor special sales events within the above defined boundaries on the first Friday, Saturday and Sunday of each month from May to October, inclusive. Only member businesses of the Madera Downtown Association would be allowed participation, and the events would be conditioned to prevent any potential negative impact on the community.

In response to Comm. Gran's question regarding Condition #11, Planner Bodin explained that if the Downtown Association wanted to have a radio remote (amplified music/sound), this would take a modification to their use permit and they would have to come back before the Commission for this approval.

Chairman Thornton opened the public hearing and called on the applicant.

Bill Alessini, President of the Downtown Association, 148 No. Park Drive, commented that if the radio station wanted to broadcast at the outdoor sales events, they should get their own use permit. In response to Vice-Chairman Garcia's question, Mr. Alessini explained there shouldn't be a problem with non-members of the Association participating in these sale events because most of the business operators in the downtown area are already members. Responding to Comm. Phillips' question, Mr. Alessini indicated that he wouldn't be opposed to changing the hours of operation on Sunday's from 9:00 A.M. to Noon until 6:00 P.M. to accommodate the people coming from church.

There being no further speakers, the Chairman closed the public hearing.

COMM. WALTERS MOVED TO APPROVE THE DOWNTOWN ASSOCIATION USE PERMIT #X-96-16 IN FAVOR OF THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT, IN THE C-1, LIGHT COMMERCIAL, C-2, HEAVY COMMERCIAL, I, INDUSTRIAL AND PF, PUBLIC FACILITY ZONES, WITH FINDINGS AND CONDITIONS OF APPROVAL WITH A CORRECTION TO CONDITION #2 WITH REGARD TO HOURS OF OPERATION ON SUNDAY.

THE MOTION WAS SECONDED BY COMM. PHILLIPS AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. HOLLEY, WALTERS, GRAN, PHILLIPS, WESTLEY, VICE-CHAIRMAN GARCIA AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: NONE. ABSENT: NONE.

4. DMP DEVELOPMENT CORPORATION MINI-STORAGE USE PERMIT #X-96-15.

Public hearing on a Negative Declaration in conjunction with a Use Permit application to allow construction of a mini-storage complex on 4.5 acres located at 125 Tozer Street, on the east side between Millview School and the small commercial development on the southeast corner of Tozer Street and East Yosemite Avenue. A total of 557 units in 107,651 square feet, with a manager's residence, is proposed. The site is zoned C-1, Light Commercial zone.

Chairman Thornton introduced the item and Planning Director Larry Red presented the staff report as written. The applicant is proposing to construct in phases, a self-serve mini-storage yard to consist of 557 storage units totaling 107,651 square feet. An on-site manager's residence is also proposed. The applicant's operational statement indicates that Phase 1 is proposed to consist of the manager's residence/office, and approximately 25% of the storage units. The remaining phases of the project have not been specifically identified.

In response to Comm. Phillips' question, Director Red explained that the project as it is currently designed has the entrance on the north side of the property and Staff is recommending that the front part of the project be flipped over so that the entrance to the facility is on the southerly side of the property, which would get the entrance just a little further away from that major intersection.

Chairman Thornton opened the public hearing and called on the applicant.

Mike Pistoiresi, D.M.P. Development Corp., 227 So. "D" Street, applicant, states that he has a few objections as regards the conditions of approval of his project. Mr. Pistoiresi requested that the required installation of the sewer main in Storey Road be deferred until the project develops fronting on Storey Road and that the drainage issue with regard to Storey Road not be dealt with again until the project reaches that stage. Mr. Pistoiresi further explained that because they are going to be developing in phases and starting at the far end of the project, they would like to defer that expense until the point in time when they have to deal with drainage and street improvements on Storey Road. Mr. Pistoiresi added that he also has a problem with Staff's recommendation of flipping the plans over to put entrance closer to Millview School. Current State and City Engineering Standards require that the minimum distance from an intersection is 200 feet. City Engineer Lancaster commented that the issue also is that Mr. Pistoiresi has to have a median island and will probably want a left turn pocket and he isn't sure there is enough room for it from Tozer to get onto Yosemite Ave. Mr. Pistoiresi said that if Engineer Lancaster would stipulate that he would be allowed to have a left turn pocket in the median island, he wouldn't have a problem flipping the plans to put the entrance closer to Millview School (wording for Condition #4 would be changed to reflect this).

Mr. Pistoiresi asked that Conditions #7 and #17 be changed to reflect deferral of Storey Road improvements being completed. As regards Condition #17, Mr. Pistoiresi asks that the requirement that the sewer line for Tozer and Storey Streets be inspected via video tape be removed because at the current time, this type of inspection is not a City Standard. Lastly, as regards Condition #20, Mr. Pistoiresi requests that they be allowed to install a water line that would accommodate on-site fire hydrants and provide fire flows sufficient for the Fire Department Standards; they can do this with an 8" line at this point without running a complete looped system. However, as they approach the half

way point of the project, they ask then to be able to go to Storey Road and tap into the existing water line to loop the system.

There being no further speakers, the Chairman closed the public hearing.

In response to Chairman Thornton's question, Director Red stated he saw no problem with Mr. Pistoresi's request for a deferral with some modification to Condition #7 to accomplish that. It goes without saying that in terms of the street improvements, that if they are deferred then installation of the water line would be deferred as well. As regards Condition #20, Director Red felt that the elimination of the term "looped" would probably be satisfactory. That would indicate that it would be a system that would provide adequate fire flow to satisfy the Fire Marshall's requirements.

Responding to Comm. Walters' question, Engineer Lancaster explained what a video inspection of the sewer line entailed and remarked that he felt that this inspection is necessary for this project.

Vice-Chairman Garcia asked Engineer Lancaster if he had a problem with changing #4 to reflect the left turn pocket requirement and Engineer Lancaster said he didn't.

COMM. HOLLEY MOVED TO CERTIFY THE NEGATIVE DECLARATION WITH THE FINDINGS THAT THERE IS NO SUBSTANTIAL EVIDENCE IN THE RECORD THAT THE PROJECT MAY HAVE A SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACT WHICH CANNOT BE MITIGATED, BECAUSE OF THE AVAILABILITY OF PUBLIC SERVICES, ADEQUATE CIRCULATION IN THE AREA AND LOW TRAFFIC GENERATION EXPECTED FROM THIS TYPE OF USE, THE DESIGNATION OF THE SITE FOR URBAN USES, AND LACK OF IDENTIFIED SIGNIFICANT ENVIRONMENTAL FEATURES ON THE PROPERTY.

AND

MOVED TO GRANT DMP DEVELOPMENT COMPANY'S MINI-STORAGE USE PERMIT #X-96-15 IN FAVOR OF THE PROPERTY AT 125 TOZER STREET TO CONSTRUCT A SELF-SERVE MINI-STORAGE YARD CONSISTING OF 557 STORAGE UNITS AND AN ON-SITE MANAGER'S RESIDENCE TOTALING 107,651 SQUARE FEET, ON 4.5 ACRES OF PROPERTY IN THE C-1, LIGHT COMMERCIAL ZONE, WITH FINDINGS AND CONDITIONS OF APPROVAL WITH CORRECTIONS TO CONDITIONS #4, #7, #17, AND #20.

THE MOTIONS WERE SECONDED BY COMM. GRAN AND CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. GRAN, HOLLEY, WALTERS, PHILLIPS, WESTLEY, VICE-CHAIRMAN GARCIA AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: NONE. ABSENT: NONE.

A recess was called at 8:00 P.M. and the meeting was reconvened at 8:10 P.M.

5. CARPENTER REZONING #I-96-08.

Public hearing on a Negative Declaration in conjunction with a request for rezoning of a 6,250 square foot parcel location at 115 West Lewis Street from R-1 to R-2, Residential. The project will be construction of a duplex, and the General Plan designation is for Medium Density Residential.

Chairman Thornton introduced the item and Planning Director Larry Red presented the staff report as written. The project proposal is for a rezoning of the property to R-2, Residential, consistent with the General Plan designation of Medium Density Residential. The applicant has indicated an intent to construct a duplex on property with completion of the rezoning.

Chairman Thornton opened the public hearing and called on the applicant.

John Carpenter, 3088 Sunnyside, applicant, states he has no problem with any of the Conditions of approval.

There being no further speakers, the Chairman closed the public hearing.

VICE-CHAIRMAN GARCIA MOVED TO CERTIFY THE NEGATIVE DECLARATION WITH THE FINDING THAT THERE IS NO SUBSTANTIAL EVIDENCE IN THE RECORD THAT THE PROJECT MAY HAVE A SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACT BECAUSE OF THE AVAILABILITY OF PUBLIC SERVICES AND UTILITIES, ACCESS TO AN IMPROVED STREET, AND THE DESIGNATION OF THE SITE FOR RESIDENTIAL DEVELOPMENT.

AND

MOVED TO RECOMMEND TO THE CITY COUNCIL APPROVAL OF THE REZONING OF 6,250 SQUARE FEET OF PROPERTY LOCATED AT 115 WEST LEWIS STREET FROM R-1, RESIDENTIAL, TO R-2, RESIDENTIAL WITH FINDINGS AND CONDITIONS OF APPROVAL AS OUTLINED IN THE DRAFT ORDINANCE.

THE MOTIONS WERE SECONDED BY COMM. HOLLEY AND CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. HOLLEY, PHILLIPS, GRAN, WESTLEY, WALTERS, VICE-CHAIRMAN GARCIA AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: NONE. ABSENT: NONE.

6. THRIFTY DRUG STORE USE PERMIT MODIFICATION #X-96-19.

Public hearing on a Use Permit Modification request to allow expansion of outdoor display and sales from the front sidewalk area of the store to the parking lot on a seasonal basis. The applicant is also requesting to be allowed to expand the area allowed for display on the sidewalk in front of the store from three to four feet from the wall, and to be allowed to market items other than live plants outdoors. The store is located in the Bethard Square Shopping Center, 335 West Olive Avenue, north side, between South "I" and South "K" Streets in the C-1, Light Commercial zone.

Chairman Thornton introduced the item and Assistant Planner/Code Enforcement Officer Pat Bodin presented the staff report as written. The request is to allow the applicant to expand use of the sidewalk in front of the Thrifty Drug Store from the currently allowed three foot wide nursery racks to a four foot width as measured from the front of the store out into the sidewalk, and to allow a broader range of nursery items to be displayed. The applicant is also requesting permission to allow a fenced enclosure now in the parking lot to remain for the remainder of the Spring, and to be erected each Spring thereafter. There is a further request to be allowed Christmas tree sales in the parking lot, but this is allowed under separate provisions of the Code.

In response to Comm. Westley's question regarding if there had been a resolution to the Code Enforcement problem in relation to the fenced enclosure in the middle of the parking lot and Planner Bodin advised that the enclosure is still there.

Chairman Thornton opened the public hearing and called on the applicant.

Kevin Doyle, Manager, stated he began the use permit process last year because of the added responsibility of adding a large garden section to the store. Mr. Doyle advised that in regard to Condition #2, he would rather have February to May instead of March to May. Mr. Doyle indicated that the garden section has grown from \$12,000 last year to \$40,000 this year and he needs help from the Commission as to how he can comply with the use permit and still be able to store and display his garden supplies. Mr. Doyle states he has asked Code Enforcement Officer Ruiz how he can comply with the use permit and hasn't received a lot of help from him. Mr. Doyle indicated that he would like to use the fenced compound as a surplus area to deal with the heavy ad traffic in the Spring time, specifically for the garden division. Mr. Doyle said he would like to have consideration given to allow him to use the compound for other seasonal events such as Christmas trees, etc. In response to Mr. Doyle's question, Planner Bodin explained the process of obtaining permission to hold an event at the store.

Comm. Westley commented that when Mr. Doyle came before the Commission last year for the original use permit, he was very impressed with the changes that had occurred at the store and Mr. Doyle made some very definitive statements as to what he was going to be selling outside which did not include any fertilizers or chemicals. Mr. Doyle took it upon himself to make changes regardless of what the use permit was indicating and Comm. Westley asked for an explanation from Mr. Doyle as to what gave him the right to make changes without benefit of a modification from the Commission. Mr. Doyle went on to explain what had happened when he received a citation for blocking the sidewalk (nursery truck off-loaded and it took two hours to process delivery). Mr. Doyle further explained that he felt that he could get away with sidewalk sales because others had gotten away with it and besides the property manager for Bethard Square had given him permission to use the sidewalk in front of the empty store next to Thrifty's. Mr. Doyle said he can see now where he was at fault but would like to come into compliance now.

Chairman Thornton expressed anger at people who don't comply and doesn't appreciate people who ignore the conditions that the Commission has imposed on them. He further noted that he wants to encourage business but the point is it doesn't matter what other businesses do or don't do; if a use permit indicates certain conditions to comply with, that is just what the business operator is to do.

Steve McClellan, Corporate Attorney, commented that he took this issue seriously and wanted to assure the Commission that Mr. Doyle would comply with the conditions of the use permit. Following a lengthy discussion between Mr. McClellan and Chairman Thornton, Mr. McClellan advised that Thrifty's Corporation has told Mr. Doyle he will cooperate with the City and the C.U.P. Mr. McClellan also pointed out that Mr. Doyle was told by the property manager that it would be all right if Mr. Doyle were to use the sidewalk in front of the empty store next door to Thrifty's.

Comm. Phillips observed that when Mr. Doyle came before the Commission last June and made his presentation and asked for approval of his use permit application, the Commission were all very impressed by Mr. Doyle and his intelligent presentation, they were sympathetic to him and gave him what he asked for. Based upon all of that, Comm. Phillips said he felt that Mr. Doyle would have made the Planning Department his "best friend" and any time he had a question or a problem, he would go to the Planning Department for guidance. Comm. Phillips indicated that he felt that attitude more than the violation is the problem and he doesn't appreciate it. The landlord had no right to tell Mr. Doyle he could move his sidewalk sale in front of another store because that is the Commission's place and right to do so.

Jane Coddington, Property Manager for Bethard Square Shopping Center, states she wasn't aware of the Commission's meeting last June and she is here tonight so that she knows what conditions are being set so that when she is on the property she can review the situation and make sure that the conditions are being upheld. She states they support Thrifty's in relationship with the things that they are attempting to do and understands their need to comply with the City regulations. Ms. Coddington points out that the landowners give permission in relationship to them owning the land but not all government authority in relationship to that. She further states that in looking at what Thrifty's is proposing, they feel that it will be attractive for the center and Mr. Doyle has done a good job in turning that store around for the better. Ms. Coddington indicated that the landowners have proposed to Thrifty's that they take the 900 square feet that is adjacent to their current space and turn that into a garden center. She added that they feel that the greenery out in the parking lot and in front of the store truly does enhance the appearance of the center and they have gotten many compliments in relationship to that.

There being no further speakers, the Chairman closed the public hearing.

COMM. HOLLEY MOVED TO APPROVE THRIFTY DRUG STORE USE PERMIT MODIFICATION #X-96-19 IN FAVOR OF THE REQUEST TO ALLOW INCREASED OUTDOOR DISPLAY OF GARDEN RELATED MERCHANDISE, IN THE C-1, LIGHT COMMERCIAL ZONE, WITH FINDINGS AND CONDITIONS OF APPROVAL WITH CORRECTIONS TO CONDITIONS #1, #2 AND #3 AND THE ADDITION OF CONDITION #14 AS FOLLOWS:

14. REVIEW FOR COMPLIANCE IN ONE YEAR.

THE MOTION WAS SECONDED BY COMM. GRAN AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. GRAN, WALTERS, HOLLEY, PHILLIPS, WESTLEY, VICE-CHAIRMAN GARCIA AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: NONE. ABSENT: NONE.

7. THREE STAR BAR RELOCATION USE PERMIT #X-96-20.

Public hearing on an application for a Conditional Use Permit to allow the owner of the Three Star Bar to relocate his current business from 222 South "C" Street to 224 South Gateway Drive in the C-2, Heavy Commercial zone. The business would consist of one card table, two pool table and a premises to premises beer and wine license transfer.

Chairman Thornton introduced the item and Assistant Planner/Code Enforcement Officer Pat Bodin presented the staff report as written. The use permit, if granted, would allow the applicant to relocate the bar, now at 222 South "C" Street, to 224 South Gateway Drive and to operate two pool tables and two card games, and serve beer and wine on the premises. The Police Department notes that the State ABC Department may or may not approve the application for a premises to premises license transfer. Based on the fact that the establishment is located in a census tract where there is an overconcentration of licensees already, premises to premises transfers may be treated as new applications under the circumstances.

In response to Comm. Westley's question, Planner Bodin explained that the parking spaces on 7th Street are currently being used and they don't qualify as on-site parking.

Responding to Chairman Thornton's question, Director Red explained that the Winner's Circle Card Room was allowed to count the 7th Street parking spaces as their own per the Commission's determination.

Chairman Thornton opened the public hearing and called on the applicant.

Russ Ryan, 2000 No. Schnoor Ave., attorney for Mr. Ruben Zendejas, applicant, explained that after Mr. Zendejas' bar was damaged through no fault of his own, he has been looking for over a year for a suitable location to relocate and he feels that 224 So. Gateway is an ideal location. Mr. Ryan noted that there shouldn't be a parking problem as long as Mr. Zendejas can use the 7th Street parking as the last occupants were allowed to do. Mr. Ryan indicated that if he and Mr. Zendejas can't work something out with this location, perhaps the agreement with the City on acquiring the Three Star Bar is going to have to be delayed because Mr. Zendejas needs this to survive. Mr. Ryan further commented that he was unaware that there was an objection by the church until tonight's meeting but he is sure that they can reassure the church group that any problems they may have can be mitigated.

OPPOSITION

Linda Gardner, 14282 Road 24; Manuel Capistrano, 1401 Noreen Way; Pat Royale, 230 So. Gateway Drive; Rose Marchetti, 309 No. "E" Street; Mary Martinez, 1123 Cross Street; Bill Purcell,

27468 Ave. 17 - All cited the close proximity to their church (450') and A.B.C.'s requirement that a bar cannot be located within 600' of a church; lack of parking in the area; close proximity to residential housing; possibility of illegal activities around the bar; and lastly, they cited the fact that there are A.A. meetings situated across the street from the proposed location of the bar which could possibly send a wrong message to the recovering alcoholics to come across the street for a drink.

REBUTTAL

Russ Ryan urged the Commission to look at Mr. Zendejas' past record in running his bar and the lack of problems he has experienced before making their decision.

There being no further speakers, the Chairman closed the public hearing.

Responding to Comm. Westley's question, Chief Colston said that any past law enforcement problems at the Three Star Bar is probably a moot issue since ABC probably won't accept the premise to premise transfer license request anyway since there is more than ample and sufficient grounds for them to deny it.

In response to Chairman Thornton's question, City Attorney Soldani explained that the Redevelopment Agency is involved in this project and they have given direction to Staff to acquire this building. The City has negotiated and they have come to an agreement. Mr. Soldani indicated that the fact that the City is acquiring the building shouldn't enter into the Commission's decision tonight.

COMM. WALTERS MOVED TO DENY USE PERMIT #X-96-20 TO ALLOW RELOCATION OF THE THREE STAR BAR FROM 222 SOUTH "C" STREET TO 224 SOUTH GATEWAY DRIVE IN THE C-2, HEAVY COMMERCIAL ZONE BASED ON THE FINDINGS THAT THE PROPOSED USE WOULD BE DETRIMENTAL TO THE HEALTH, SAFETY AND WELFARE OF THE NEIGHBORHOOD AND WOULD LACK REQUIRED ON-SITE PARKING.

THE MOTION WAS SECONDED BY COMM. PHILLIPS AND WAS CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. WALTERS, PHILLIPS, WESTLEY, GRAN, HOLLEY, VICE-CHAIRMAN GARCIA AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: NONE. ABSENT: NONE.

8. CITY OF MADERA / BOMANITE CORPORATION REZONING #I-96-07.

Public hearing on a Negative Declaration in conjunction with a City initiated rezoning of approximately one acre at 220 South Schnoor Avenue adjacent to the City Fire Station. A rezoning from PF, Public Facility, to IP, Industrial Park is proposed for the site consistent with the General Plan and the adjacent industrial park area.

Chairman Thornton introduced the item and Planning Director Larry Red presented the staff report as written. The project proposal is for a rezoning of the property consistent with the adjacent Bomanite property, and the Industrial Park.

Chairman Thornton opened the public hearing and called on anybody wishing to speak on this matter.

There being no speakers, the Chairman closed the public hearing.

VICE-CHAIRMAN GARCIA MOVED TO RECOMMEND CERTIFICATION OF THE NEGATIVE DECLARATION WITH THE FINDING THAT THERE IS NO SUBSTANTIAL EVIDENCE IN THE RECORD THAT THE PROJECT MAY HAVE A SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACT BECAUSE OF THE AVAILABILITY OF PUBLIC SERVICES AND UTILITIES, THE PROXIMITY OF IMPROVED STREETS ADJACENT TO THE SITE, AND THE DESIGNATION OF THE SITE FOR INDUSTRIAL DEVELOPMENT.

AND

MOVED TO RECOMMEND TO THE CITY COUNCIL APPROVAL OF THE REZONING OF APPROXIMATELY ONE ACRE OF PROPERTY LOCATED AT 220 SOUTH SCHNOOR AVENUE FROM PF, PUBLIC FACILITY, TO IP, INDUSTRIAL PARK, WITH THE FINDINGS THAT A NEGATIVE DECLARATION HAS BEEN CERTIFIED, AND THE PROPOSED REZONING IS CONSISTENT WITH THE MADERA GENERAL PLAN.

THE MOTIONS WERE SECONDED BY COMM. WALTERS AND CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. WALTERS, WESTLEY, GRAN, HOLLEY, PHILLIPS, VICE-CHAIRMAN GARCIA AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: NONE. ABSENT: NONE.

9. CITY OF MADERA CODE AMENDMENT #I-96-03.

Public hearing on a proposed amendment of the Madera Municipal code to establish provisions for granting exceptions to the requirement that existing utilities along perimeter streets be placed underground with construction of new subdivisions.

Chairman Thornton introduced the item and Planning Director Larry Red presented the staff report as written. The project proposal is to amend the Code to establish exception provisions for granting exceptions to the requirement that existing underground utilities along perimeter streets be placed underground with the construction of new subdivision.

In response to Chairman Thornton's question, Director Red explained that traditionally the development community will wait to go before the City Council to present their testimony rather than present it to the Commission.

Chairman Thornton opened the public hearing and called on anyone wishing to speak on this matter.

There being no speakers, the Chairman closed the public hearing.

VICE-CHAIRMAN GARCIA MOVED TO RECOMMEND TO THE CITY COUNCIL THE AMENDMENT OF THE MUNICIPAL CODE AS INDICATED IN THE DRAFT ORDINANCE PROVIDED.

THE MOTION WAS SECONDED BY COMM. WALTERS AND CARRIED BY THE FOLLOWING VOTE: AYES: COMMS. GRAN, WALTERS, WESTLEY, HOLLEY, PHILLIPS, VICE-CHAIRMAN GARCIA AND CHAIRMAN THORNTON. NOES: NONE. ABSTENTIONS: NONE. ABSENT: NONE.

ADMINISTRATIVE REPORTS:

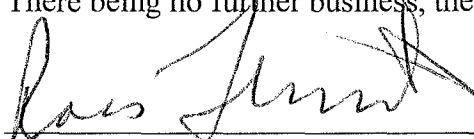
Planning Director Larry Red reported that at the May 15th City Council meeting, the Council will consider the Outdoor Retail Sales and MobileVendor ordinance and the recommended code amendment for regulation of Alcoholic Beverage Establishments.

COMMISSIONER REPORTS:

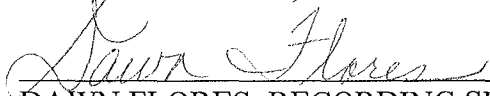
Comm. Holley reported that on May 11th, he was presented with the key to the City by Mayor Armentrout while at McNally Park during the Jesse Owens races. Comm. Holley was heartily congratulated by all present.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:02 P.M.



ROSS THORNTON, CHAIRMAN



DAWN FLORES, RECORDING SECRETARY

Return to Agenda

**MADERA COUNTY
PUBLIC HEALTH DEPARTMENT****Public Health**
Prevent. Promote. Protect.Madera County Public Health Department
Community Health ProgramsVAN DO-REYNOSO, MPH
Public Health DirectorTHOMAS COLE, MD
Health Officer

April 10, 2017

Madera City Council
205 W. 4th Street
Madera, CA. 93637

Dear Madera City Council Members,

I am writing to request that time be made available on the April 19th City Council Meeting agenda for the Madera County Public Health Department to provide a presentation on the topic of the Healthy Stores for Healthy Communities Campaign.

Healthy Stores for a Healthy Community is a statewide campaign that focuses on improving the health of Californians and the residents of Madera through changes in stores they shop at. The Healthy Stores for a Healthy Community campaign operates as a statewide collaboration between partners focused on tobacco use prevention, nutrition, and alcohol prevention.

The campaign works to improve the health of the residents of Madera by educating consumers and retailers how marketing practices influence consumption of unhealthy products, and assist in making the retail environment a healthier place for our residents. Working together, residents and business owners can make their community a healthier place to live while maintaining a vibrant business community.

For the presentation, we will need approximate 15-20 minutes. After the presentation, we would like to request an opportunity to arrange for future meetings with city staff to discuss options for working together to improve the health of the community based on the results of the Healthy Stores for a Health Community survey results.

Thank you for your time and we look forward to presenting to you on April 19th.

Sincerely,

Alan Gilmore
Program Manager

/ag

RECEIVED

City of Madera City Clerk

By:

Date: 4/11/17

c: City Administrator

City Attorney

Comm. Dev. Dir.

Planning Manager

Why is Tobacco Control Important?

Tobacco is:

- The leading cause of preventable death in the US and globally.
- In 2011, the tobacco industry spent \$8.4 billion on cigarette advertising and promotional expenses in the United States alone.
- The money cigarette companies spent in 2011 on U.S. marketing amounted to approximately \$23 million per day.
- Accord to the Centers for Disease Control (CDC): Of all students who had never smoked a cigarette, 90% reported some level of exposure to advertising or promotions for cigarettes or other tobacco products.

Source:

Centers for Disease Control

Office of Smoking and Health, National Center for Chronic Disease Prevention and Health Promotion



Madera County Public Health Department - Tobacco Control

14215 Road 28
Madera, CA 93638

Phone: 559-675-7893

Madera County Public Health
Department - Tobacco Control

Madera County Tobacco Coalition



559-675-7893

*Paid for by Prop 99,
the Tobacco tax.*

About Us:

The Madera County Tobacco Coalition was established in 1990. We are community members with a collective vision of a tobacco-free community. By involving the community, we believe we can foster a tobacco-free Madera County for generations to come. We meet on a quarterly basis to plan activities, network and attend trainings on issues affecting Madera County.

Coalition Goals

Goals Include:

- 1) Reduce exposure to environmental tobacco smoke.
- 2) Reduce youth access to tobacco products.
- 3) Counter pro-tobacco influences.
- 4) Reform the retail environment.

Join the Coalition:

Join the coalition and help:

- Reduce youth access to tobacco products.
- Reduce the public's exposure to secondhand and third-hand smoke.
- Identify ways to help Madera County residents break their nicotine addiction.



Benefits of Joining:

- Help make your community healthier.
- Work with agencies to reduce youth access to tobacco products.
- Receive training and information from Madera County Tobacco Control staff.
- Staying up to date on emerging tobacco products.

Current Efforts:

We are currently working on:

- Smoke-free multi-unit housing.
- Smoke-free college campuses.
- Smoke-free health care campuses.
- Reducing youth access to tobacco products.

Membership:

Membership is open to all community members and partners who support the goals of the Madera County Tobacco Coalition.

Want more information?

Interested in joining?

Contact us at:

**Madera County Public Health
Department - Tobacco Control**

14215 Road 28
Madera, CA 93638

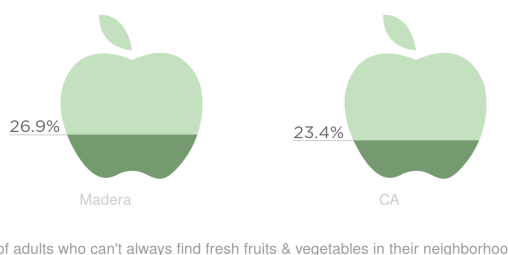
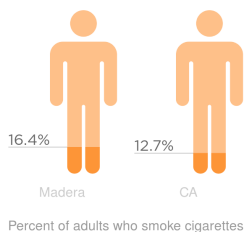
Phone: 559-675-7893

Madera County

Scroll down to see Tobacco, Alcohol, Food, and STD county data from stores that sell tobacco compared to California.

Population: 152,452

What We Know

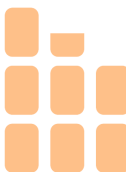


\$29.6 Million



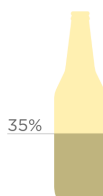
Madera

\$7.48 Billion

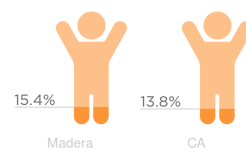
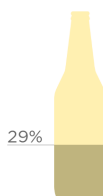


CA

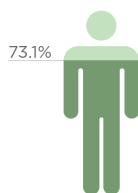
Cost of smoking



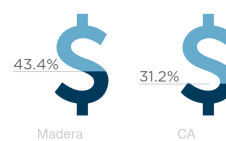
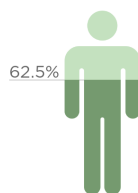
Percent of youth (11th grade) alcohol use before age 15



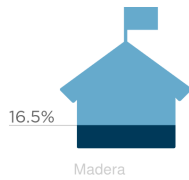
Percent of youth who use any tobacco



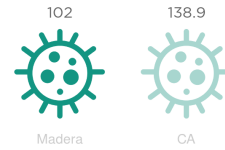
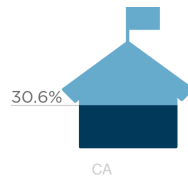
Percent of adults who are overweight or obese



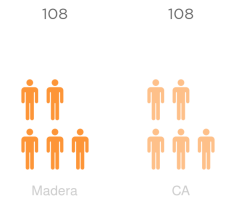
Percent of stores in low income areas that sell tobacco products



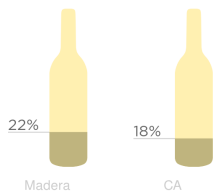
Percent of stores near schools that sell tobacco products



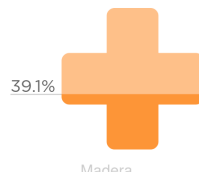
Gonorrhea incidence per 100,000 people



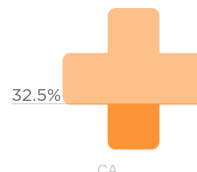
Number of adult smokers per store



% of youth (11th grade) who binge drink



Percent of retail pharmacies that sell tobacco products



Number of youth per store that sells tobacco products

Survey Results

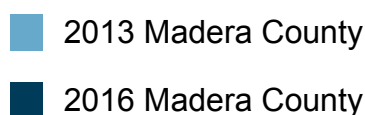
Click through the tabs to view survey results from stores that sell tobacco. The results are part of a statewide collaboration between tobacco use prevention, nutrition, alcohol prevention, and sexually transmitted disease prevention partners.

How Far Have We Come?

2013 - 2016 Madera County

Store Advertising

% OF STORES...

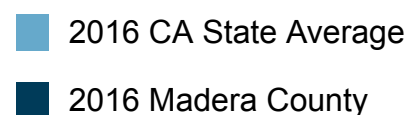


How Do We Compare to CA?

2016 Madera County - 2016 CA State Average

Store Advertising

% OF STORES...



with **healthy** storefront ads

6.4%



10.7%



in a **low-income** area with **healthy** storefront ads

10.6%



13.1%



not in a **low-income** area with **healthy** storefront ads

3.2%



8.3%



with **unhealthy** storefront ads

75.2%



79.3%



in a **low-income** area with **unhealthy** storefront ads

78.7%



83.6%



not in a **low-income** area with **unhealthy** storefront ads

72.6%



75.0%



with **healthy** storefront ads

13.6%



10.7%



in a **low-income** area with **healthy** storefront ads

11.9%



13.1%



not in a **low-income** area with **healthy** storefront ads

14.6%



8.3%



with **unhealthy** storefront ads

69.8%



79.3%



in a **low-income** area with **unhealthy** storefront ads

71.4%



83.6%



not in a **low-income** area with **unhealthy** storefront ads

68.9%



75.0%



near schools with unhealthy storefront ads

72.2%

76.2%

near schools with unhealthy storefront ads

71.3%

76.2%

Tobacco

% OF STORES...

2013 Madera County

2016 Madera County

Tobacco

% OF STORES...

2016 CA State Average

2016 Madera County

with chewing tobacco

63.3%

72.7%

with chewing tobacco

57.2%

72.7%

with little cigars/cigarillos

85.3%

90.1%

with little cigars/cigarillos

78.0%

90.1%

with single little cigars/cigarillos

57.8%

75.2%

with single little cigars/cigarillos

47.0%

75.2%

with electronic smoking devices

32.1%

with electronic smoking devices

62.3%

69.4%

with flavored non-cigarette tobacco products

81.7%

91.7%

near schools with flavored non-cigarette tobacco products

94.4%

100.0%

with tobacco marketing in kid-friendly locations

52.1%

near schools with tobacco marketing in kid-friendly locations

61.9%

with menthol cigarettes

87.2%

97.5%

of stores that sell Swisher Sweets, and sell them for less than \$1.00

69.4%

with flavored non-cigarette tobacco products

81.8%

91.7%

near schools with flavored non-cigarette tobacco products

81.4%

100.0%

with tobacco marketing in kid-friendly locations

37.4%

52.1%

near schools with tobacco marketing in kid-friendly locations

37.9%

61.9%

with menthol cigarettes

92.2%

97.5%

of stores that sell Swisher Sweets, and sell them for less than \$1.00

69.7%



93.4%



of stores **near schools** that sell Swisher Sweets, and sell them for less than \$1.00

62.5%



94.1%



Food

% OF STORES...

2013 Madera County

2016 Madera County

with any fresh fruits or vegetables

38.5%



52.1%



with low- or non-fat milk

22.0%



24.0%



with sugary drinks at check-out

70.6%



54.5%



87.4%



93.4%



of stores **near schools** that sell Swisher Sweets, and sell them for less than \$1.00

88.0%



94.1%



Food

% OF STORES...

2016 CA State Average

2016 Madera County

with any fresh fruits or vegetables

41.7%



52.1%



with low- or non-fat milk

32.5%



24.0%



with sugary drinks at check-out

41.3%



54.5%



with sugary drinks storefront ads

45.0%



47.1%



Alcohol

% OF STORES...

2013 Madera County

2016 Madera County

with alcohol

88.1%



86.8%



(that sell alcohol) with alcohol ads near
candy/toys or below 3 feet

26.0%



66.7%



(that sell alcohol) with alcopops

84.8%



(that sell alcohol) with alcohol storefront
ads

57.3%



with sugary drinks storefront ads

42.5%



47.1%



Alcohol

% OF STORES...

2016 CA State Average

2016 Madera County

with alcohol

69.6%



86.8%



(that sell alcohol) with alcohol ads near
candy/toys or below 3 feet

34.2%



66.7%



(that sell alcohol) with alcopops

69.5%



84.8%



(that sell alcohol) with alcohol storefront
ads

50.3%



51.4%



(that sell alcohol) in a **low-income** area with malt liquor

75.0%



90.4%



(that sell alcohol) not in a **low-income** area with malt liquor

76.8%



79.2%



Sexually Transmitted Diseases

% OF STORES...

2013 Madera County

2016 Madera County

with condoms

87.6%



with condoms on the shelf and unlocked

57.0%



51.4%



(that sell alcohol) in a **low-income** area with malt liquor

79.1%



90.4%



(that sell alcohol) not in a **low-income** area with malt liquor

74.8%



79.2%



Sexually Transmitted Diseases

% OF STORES...

2016 CA State Average

2016 Madera County

with condoms

81.1%



87.6%



with condoms on the shelf and unlocked

37.1%



57.0%



What's Changed in Madera County?

Check out some of the changes that happened in the County between the 2013-2016 Healthy Stores for a Healthy Community surveys.

Madera County

- ✓ The Madera County Planning Commission and other public officials have become very aware of the effects of tobacco retailers in the community. They have started utilizing tobacco program staff regularly for information, resources and technical assistance.
- ✗ There has been an increase in the number of vape shops in the city of Madera. One of the vape shops utilizes a drive through window to provide customers with products.

Statewide

- ✓ All CVS pharmacies and the Raley's supermarket chain stopped selling tobacco altogether.
- ✓ In 2016, two new state laws became effective that changed how stores sell tobacco. One increased the legal age to sale for tobacco products from 18 to 21. The other required e-cigarettes to be treated the same as a tobacco product, closing a loophole.
- ✓ On November 8, 2016, California voters overwhelming approved Proposition 56, which added a \$2 tax on cigarettes, and an equivalent rate on other tobacco products and e-cigarettes.
- ✗ By 2014, all of the Big Tobacco companies jumped into the e-cigarette business, pouring tens of millions into advertising. And, a lot more stores, 2 out of 3, are selling e-cigarettes in California today than three years ago.

Demographics

See below for the makeup of Madera County

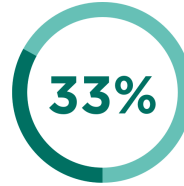
AGE



Percentage of age under 5



Percentage of age 5-17



Percentage of age under 21

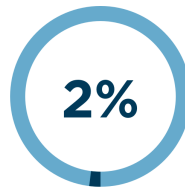
ETHNICITY



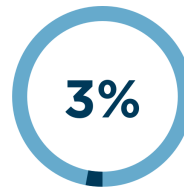
White



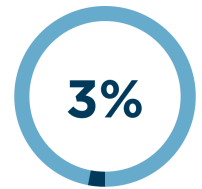
Hispanic/Latino



Asian/Pacific Islander



Black



All Other Races

INCOME

\$45,490

Average Household Income



Household Receiving SNAP



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Addiction is Never Sweet or Cool



Which kinds of products are flavored?

Electronic cigarettes (e-cigarettes) contain nicotine and chemicals known to cause cancer and produce an aerosol that can harm the lungs. [1]

Cigar smoke contains many of the same cancer-causing chemicals as cigarette smoke, and may even be more toxic. [2]

Smokeless Tobacco includes chewing tobacco, dip, snuff, snus and dissolvable products. It can be sniffed, chewed, or placed between the teeth and gums. Smokeless tobacco contains about 28 chemicals that can cause cancer. [3]

Hookah pipes are used for smoking shisha, a flavored tobacco frequently mixed with molasses, honey, and fruit. Use of shisha is associated with lung, stomach, and mouth cancer. Smoking shisha for 45 to 60 minutes is just as harmful as smoking 100 or more cigarettes. [4, 5]

Menthol Cigarettes are more addicting and harder to quit than cigarettes without menthol. [6, 7] Menthol masks the harsh taste of tobacco and makes cigarettes very appealing to beginner smokers. [8]

Why is flavored tobacco an issue?

Flavors, including menthol, make it easier to start smoking

Flavors are very tempting because they taste good, and make tobacco smoke less harsh and easier to breathe in. With its cool, minty taste, menthol covers up the harshness of tobacco and makes it easier to smoke. [8, 9]

More young people are using flavored products

Most teens who use tobacco start with a flavored product. [10] E-liquids and shisha come in many candy and fruit flavors like bubblegum, cotton candy and apple. [11] Many of these products are tempting to young people because they are sold in colorful packaging that makes them look like candy. [12]

Flavors, especially menthol, make it harder to quit

Flavors make it easier to start smoking and make it harder to quit. [13] Menthol actually makes cigarettes more addictive. [6] People who smoke menthol cigarettes are less likely to quit than other smokers. [7]

Many young people think that flavors make tobacco and smoking safer

Flavors and menthol may make smoke feel less harsh, but it does not make smoking any safer. Flavored tobacco is just as dangerous and addicting as non-flavored tobacco. [14]



Who Uses Menthol and Flavored Tobacco Products in California?



- 48% of high school cigarette smokers say they normally smoke menthol flavored cigarettes. [15]
- 53% of lesbian, gay, and bisexual (LGB) adults who smoke usually smoke menthol cigarettes (compared to only 27% of straight adult smokers). [16]
- 71.5% of Black, 51% of American Indian, 35% of Hispanic, 23% of Asian, and 18.5% of White adult smokers say that they usually smoke menthol cigarettes. [16]
- 36% of female adult smokers say that they usually smoke menthol cigarettes (compared to 25% of male cigarette smokers). [16]
- 54% of people between the ages of 18-24 who use other-tobacco products (OTP), report using a flavored OTP in the past month compared to 15% of 25-44 year old OTP users, 5% of 45-64 year old OTP users, and 1.7% of OTP users over 65 years of age. [16]
- 38% of e-cigarette users between the ages of 18-24 have smoked a flavored e-cigarette in the past month compared to 17% of 25-44 year old e-cigarette smokers, 5% of 45-64 year old e-cigarette smokers, and 1.5% of e-cigarette smokers over 65. [16]



How can you make a difference?

Talk to your children and their friends about the dangers of smoking at around age five or six. Share with them if family members have died or are sick from tobacco use. Tell them about how flavors are used to make tobacco less harsh and make people want to try them. Flavors and menthol do not make tobacco safer.

Make your home smoke-free and don't use tobacco in front of children.

Make your voice heard! Speak out about how flavors entice kids into wanting to use tobacco products and how menthol cigarettes are more addictive than non-flavored cigarettes. Write a letter to the newspaper, an opinion piece, a blog or use Facebook and other social media to tell others what you think.

Keep learning and teaching others about policies that make it harder to buy menthol cigarettes and flavored tobacco products.

Get help with quitting. Call 1-800-NO-BUTTS (1-800-662-8887) for free quitting help for yourself, a family member or friend.





HOW DO I PROTECT MY FAMILY AND FRIENDS?

Nicotine is a poison. Never leave e-cigarettes or e-liquids where children can get them. Immediately call the California Poison Control System at 1-800-222-1222 if any e-liquid is swallowed, gets on the skin or in the eyes.

Never allow the use of e-cigarettes in your home. They pollute the air and are harmful to you and your family.

Pregnant and breastfeeding women, children and teens should never use e-cigarettes or be exposed to the aerosol due to the harm nicotine may cause to brain development.

Support policies that do not allow e-cigarettes to be used indoors and where children are present.

If you use e-cigarettes or other tobacco products, call for free help with quitting: 1-800-NO BUTTS (1-800-662-8887).

For more information, visit

www.cdph.ca.gov/programs/tobacco



Funded by the Centers for Disease Control and Prevention
under Grant # 2U58DP002007-06. 2014.

PROTECT YOUR FAMILY FROM E-CIGARETTES

The Facts You Need to Know



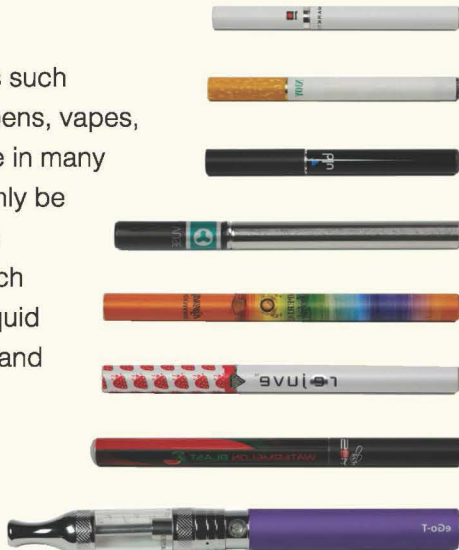
THE FACTS YOU NEED TO KNOW

WHAT ARE E-CIGARETTES?

E-cigarettes are devices that use a battery to heat a liquid nicotine solution (“e-liquid”). The heated e-liquid creates an aerosol that is breathed into the lungs.

E-cigarettes go by other names such as e-cigs, e-hookahs, hookah pens, vapes, vape pens or mods. They come in many shapes and sizes. Some can only be used once, while others can be refilled. Others have a tank which may hold large amounts of e-liquid containing nicotine, flavorings, and other chemicals.

E-cigarettes are also used to smoke illegal substances like marijuana and hash oil.



WHY ARE THEY DANGEROUS?

E-cigarettes contain nicotine and chemicals that can cause cancer, birth defects or other health problems.

E-cigarettes and e-liquids come in fruit and candy flavors that appeal to children who may taste or drink the e-liquid.

E-liquids are poisonous if swallowed, and are harmful if the liquid gets on skin or in the eyes. The e-cigarette batteries are also poisonous if swallowed.



AREN'T THEY SAFER THAN TOBACCO CIGARETTES?

E-cigarettes contain harmful chemicals, but not as many as regular cigarettes.

E-cigarettes produce an aerosol, not water vapor. The aerosol is a mixture of chemicals and small particles that can hurt the lungs just like cigarette smoke.

E-cigarettes are just as addictive as regular cigarettes.

People can become addicted to nicotine from using e-cigarettes and then may start using regular cigarettes.



DO E-CIGARETTES HELP SMOKERS QUIT?

Studies show that e-cigarettes do not help people quit smoking cigarettes. Instead, many people end up using both products.

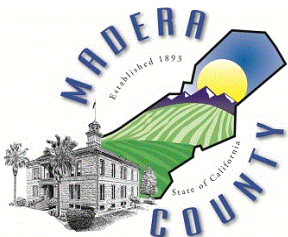
Over-the-counter and prescription medicines are widely available and very effective at helping people quit smoking cigarettes.



ARE THEY SAFE TO SMOKE INDOORS?

No. E-cigarettes pollute the air with tiny particles that get trapped in the lungs. Just like regular cigarettes, the pollution from e-cigarettes may hurt others.





Public Health
Prevent. Promote. Protect.

Madera County Public Health Department

What We Know

In California:

- 1 in 3 teenagers are obese or overweight and most of the calories teenagers ingest are from sugary drinks, including sodas and sports drinks.^{1,2}
- Many stores that sell tobacco are less than 2 blocks away from a school.³
- Youth are 3 times more likely to be influenced by tobacco advertisements than adults.⁴
- Children smoke 7.6 million packs of cigarettes each year.⁵
- Communities with a higher number of stores that sell alcohol have higher crime.⁶

Sources: California Department of Public Health, California Obesity Prevention Program.¹ (2010). California Obesity Prevention Plan: A Vision for Tomorrow, Strategic Actions for Today. 2 Harvard School of Public Health. (2012). Sugary Drinks Supersizing and the Obesity Epidemic. 3 Henriksen, L. (2012). Presentation: The Retail Environment for Tobacco. 4 Campaign for Tobacco-Free Kids. (2013). Toll of Tobacco in the United States of America. 5 Campaign for Tobacco-Free Kids. (2013). The Toll of Tobacco in California. 6 Pacific Institute. (2009). Liquor Stores and Community Health.

In Madera County:

- The Adult Smoking Rate is **16.4%**. The Youth Smoking Rate is **15.4%**.
- Cost of Smoking (includes medical costs/lost productivity/lost income) is **\$29,604,884.16**
- Adults who are overweight or obese - **73.1%**
- Adults who report that they cannot always find fresh fruits or vegetables - **26.9%**
- Youth alcohol usage before the age of 15 (2009-2015) - **35%**
- Youth who binge drink (2009 -2016) - **22%**

Sources: UCLA Center for Health Policy Research. AskCHIS 2012-2014. Current smoking status for adults age 18 and over. [Online]. <http://ask.chis.ucla.edu/>. Accessed May 26, 2016. State of California, Department of Public Health, Tobacco Control Program. 2012 California Student Tobacco Survey. Sacramento, CA, 2013. Max W, Sung HY, Lightwood J. The impact of changes in tobacco control funding on healthcare expenditures in California, 2012-2016. Tob Control. 2013; 22(e1): e10-e15. doi:10.1136/tobaccocontrol-2011-050130. State of California, Department of Finance. E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2015 and 2016. Sacramento, CA, May 2016. California Health Interview Survey, 2015 California Health Interview Survey, 2014-201

The Campaign

Healthy Stores for a Healthy Community is a statewide campaign that focuses on improving the health of Californians through changes in stores they shop at. The Healthy Stores for a Healthy Community campaign operates as a statewide collaboration between partners focused on tobacco use prevention, nutrition, alcohol prevention, and sexually transmitted disease prevention.

The campaign works to improve the health of Californians by educating consumers and retailers how marketing practices influence consumption of unhealthy products, and assist in making the retail environment a healthier place for our residents. Working together, residents and business owners can make their community a healthier place to live while maintaining a vibrant business community.

The overall goal of the campaign is to promote community health by offering healthier foods and decreasing tobacco and alcohol advertisements in stores throughout California. The Healthy Stores for a Healthy Community Campaign helps stores provide...

- More fruit, vegetables, and healthy snack choices.
- Less tobacco, alcohol, and junk food advertisements.
- Less flavored tobacco and alcohol products that are attractive to youth.
- Less unhealthy food options in check-out aisles.

In 2016, local health departments surveyed over 7,000 randomly selected stores throughout California that sell tobacco products statewide. This is the second time in California that tobacco, alcohol and food were analyzed, with the first survey conducted in 2013. In Madera County a total of 128 stores were surveyed. Of those stores surveyed, 93 of the stores were in the City of Madera.

The Survey

The purpose of the survey was to evaluate the impact of the Healthy Stores for a Healthy Community campaign, and to monitor tobacco, alcohol, food and condom availability and marketing in the retail environment. This scientific survey is one of the largest of its kind ever conducted and builds upon an initial survey conducted in 2013. This is the second time in California and in the County of Madera that tobacco, alcohol and foods were all looked at together in stores in terms of accessibility, advertising, and health impact.

The California Tobacco Control Program continued its collaboration with the Nutrition Education and Obesity Prevention Branch and the Substance Use Disorders Branch at the California Department of Public Health. In addition, in 2016, the Department's Sexually Transmitted Diseases Control Branch also joined the campaign to better understand availability and access to affordable condoms, in light of the growing rate of sexually transmitted diseases among young people in California.

The survey, administered by Madera County Public Health Department staff, looked at the marketing and availability of healthy and unhealthy products, including tobacco, alcohol, sugary beverages, junk foods, fresh fruits and vegetables, milk, and condoms. Stores were surveyed in spring and summer of 2016. The stores surveyed included convenience, drug stores and pharmacies, liquor stores, supermarkets and large grocery stores, small markets and delis, and tobacco and vape shops.

Public health staff and trained volunteers and youth, participated to gather this important information. The information collected through the survey will be used for educational purposes, informing local efforts to improve the retail environment in their community.

The goal is to improve the health of the residents of the city of Madera and Madera County through changes in the retail environment and to educate people how in-store product marketing influences consumption of unhealthy products. Working together, we can make our community a healthier place and maintain a vibrant business community. To learn more about the advertising and availability of healthy vs. unhealthy products in California, consumers can visit www.HealthyStoresHealthyCommunity.com.

FINDINGS: Critical Issues

Stores in our communities play a critical role in our health. They not only impact the economic well-being of our neighborhoods, but also the physical health of the people who visit them.

Living closer to healthy food retail is associated with better eating habits and decreased risk for obesity and diet-related diseases because access to nutritious and affordable food is an important factor enabling community residents to make easy, healthy choices about their diets.

The types, location and density of stores we have in our community, the types of products available and how they're promoted influence us all, but especially our youth, who are more vulnerable to unhealthy messages. Many of the products this survey looked at, such as junk food, tobacco and alcohol, contribute to lifelong chronic health issues that can take years from our lives.

Every year, the tobacco industry spends billions of dollars on promotions of their products at convenience stores.

- Nearly half of adolescents shop in convenience stores at least weekly.
- Exposure to cigarette advertising increases the likelihood that youth will start to smoke.
- Youth are three times more likely to be influenced by a tobacco ad than an adult.
- \$1 million an hour is spent by food and beverage companies on marketing to kids.
- Underage youth are more likely to drink when exposed to alcohol ads.

Stores cluttered with unhealthy advertising and graffiti contribute to neighborhood decay and blight. Take a look around. Stop and notice how many unhealthy messages are surrounding our kids.

Neighborhoods with a high proportion of residents of low socio-economic status – those with lower income, educational attainment, or employment status - have greater exposure to advertising by the tobacco, alcohol and junk food industries.

All of our youth deserve to live in communities free from unhealthy ads, imagery, and influences.

FINDINGS: Health Effects and Costs

What do these influences cost our community?

- In California, the health care cost directly caused by smoking is estimated to be \$13.3 billion annually.
- It's estimated that alcohol costs California \$38.5 billion each year in medical and mental health spending, in work losses, and in criminal justice spending, property damage and public program costs.
- In California, overweight and obesity costs families, employers, the health care industry, and government more than \$21 billion each year.

Those are just the financial costs to California. What are the costs to our youth and families in years lost to disease?

- Chronic diseases such as heart disease, cancer, stroke and chronic respiratory disease account for more than 80% of all deaths in California.
- The good news is many of these deaths could be prevented by eliminating tobacco use, limiting alcohol intake, eating healthy and being more physically active.
- The youth and residents of the City of Madera deserve better.

Work Being Done & Work To Do

The Madera County Public Health Department and its partners remain committed to bettering the lives of residents of the City of Madera by:

- encouraging smokers to quit;
- educating residents on the harmful effects of secondhand smoke;
- protecting young people from the influence of unhealthy product marketing in stores in our community;
- increasing access to and promotion of healthy foods.

With this new information we are able to better understand how to make the places we shop healthier. From corner stores to supermarket chains, we all can help retailers make healthy changes.

Through a healthy store environment, with activities and promotions, retailers can show their commitment to customer health, which increases loyalty and even helps drive sales. At the same time, shoppers benefit from eating affordable and healthy options.

We applaud retailers that made changes to their stores to increase healthier options and decrease the promotion or sales of unhealthy options, but a sprinkling of stores is not enough. We invite retailers to join us in making changes that improve the health of youth and their families.

Next time you visit a store in your community, take a look around. Look at what is being promoted to you and speak-up! Tell your community store what you want to buy and that you value the healthy products they do offer.

We all deserve to live in healthy communities full of healthy options and free from the harmful influences, especially our youth.