REGULAR MEETING
OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, August 3, 2016
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

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

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.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 5/4/16

B-2 Information Only – Warrant Disbursement Report

B-3 A. Consideration of a Resolution Ratifying and Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2016-17 for **Adult Day Care**, Ratifying Participation in the Program Effective July 1, 2016 and Authorizing the Mayor to Execute the Agreement on Behalf of the City

And

B. Consideration of a Resolution Ratifying and Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2016-17 for **Site Management**, Ratifying Participation in the Program Effective July 1, 2016 and Authorizing the Mayor to Execute the Agreement on Behalf of the City

And

C. Consideration of a Resolution Ratifying and Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for Fiscal Year 2016-17 for **Transportation Program**, Ratifying Participation in the Program Effective July 1, 2016 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)

B-4 Consideration of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District (Report by Sonia Alvarez)

B-5 Consideration of a Resolution Approving Madera County Center for the Arts Funding (Report by David Tooley)

B-6 Consideration of a Resolution Approving a Reimbursement Agreement with Kevin Weaver for Sidewalk Repair at 3149 Tragon Drive and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Dave Randall)

B-7 Consideration of a Minute Order Accepting the Surface Seals at Various Streets City Project No. ST 16-01 and Authorizing the Recording of the Notice of Completion (Report by Keith Helmuth)

B-8 Consideration of a Resolution Calling For and Giving Notice of the Holding of a General Municipal Election to be Held November 8, 2016 for the Election of Certain Officers of the City of Madera for Council Districts 2, 4, and 6, and the Mayor of the City of Madera Elected At-Large; Requesting Consolidation Thereof with the Statewide Election; and Requesting that the Madera County Clerk Render Specified Election Services (Report by Sonia Alvarez)

B-9 Consideration of a Resolution of the City Council of the City of Madera to Summarily Vacate Excess Street Right-of-Way on South 'H' Street between the 9th Street Alignment and Madera Avenue (Report by Keith Helmuth)

B-10 Consideration of a Request to Schedule Public Hearing for Appeal of a Planning Commission Decision (Report by Chris Boyle)

B-11 Consideration of a Resolution of the City Council of the City of Madera Approving Amendments to and Adopting the City Investment Policy (Report by Tim Przybyla)

B-12 Consideration of a Resolution Approving a Capstone Sponsor Agreement with Brigham Young University Idaho "BYUI" for the Development of a Drone for Use in Video Inspection of Sewer Lines and Authorizing the Mayor to Execute the Agreement (Report by Dave Randall)

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

C-1 A. Consideration of a Resolution of the City Council of the City of Madera Calling for and Giving Notice of the Holding of a General Municipal Election to be Held on November 8, 2016 to Present to Voters a Measure to Levy a Transactions and Use Tax of One-Half of One Percent as Required by the Provisions of the Laws of the State of California Relating to General Law Cities; Requesting Consolidation thereof with the Statewide Election to be Held on the Same Date; and Requesting that the Madera County Board of Supervisors Authorize the Madera County Clerk to Render Specified Services to the City of Madera Relating to the Conduct of the General Municipal Election;

And

B. Consideration of Introduction of an Ordinance of the City of Madera Enacting a Transactions and Use Tax to be Administered by the State Board of Equalization, Upon Adoption by the Voters (Report by Brent Richardson)

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

C-3 Consideration of Introduction and First Reading of an Ordinance Amending Certain Sections of the Madera Municipal Code Pertaining to Water Regulations (Report by Dave Randall)

C-4 Public Hearing and Consideration of a Resolution Adopting the Community Development Block Grant 2016/2017 Action Plan, Approving Allocations and Authorizing the City Administrator to Sign the Certifications (Report by Ivette Iraheta)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Discussion and Request for Direction on Capital Project PK-00057, Fresno River Trail, MID to Schnoor, North Bank (Report by David Tooley)

E-2 Weekly Water Conservation Report – 7/18/16-7/24/16 (Report by Dave Randall)

E-3 Consideration of a Resolution Establishing an Advisory Committee to Participate in Joint Meetings with the Advisory Committees of the Madera Unified School District and the County of Madera (Report by David Tooley)

E-4 Consideration of a Resolution of the City Council of the City of Madera, California Supporting the Display of the National Motto – In God We Trust – in the Madera City Council Chambers (Report by Brent Richardson)

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

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

One case: Junaid Lateef v. City of Madera
MCV 072672

G-3 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting August 17, 2016

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

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for August 3, 2016, near the front entrances of City Hall at 4:30 p.m. on July 29, 2016.

Sonia Alvarez

Sonia Alvarez, City Clerk

Return to Agenda

Item:	B-1
Minutes for:	05/04/16
Adopted:	08/03/16

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

May 4, 2016
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

The regular meeting for 05/04/16 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

Present: **Mayor Robert L. Poythress**
Mayor Pro Tem Charles F. Rigby
Council Member Donald E. Holley (Arrived 6:08 pm)
Council Member Andrew J. Medellin
Council Member Derek O. Robinson Sr.
Council Member William Oliver

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

INVOCATION: Pastor Tim McGraw, Yosemite Christian Center

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

PUBLIC COMMENT:

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

Mary Diebert, PG&E representative, residing in Madera, CA notified the Council that this is her farewell. Isaias Franco will be the new PG&E representative. Ms. Diebert gave thanks for the last 8+ years that she's worked with staff and stated that it's been great. She will continue to report street lights for the town of Madera. Ms. Diebert stated that she has taken a strictly agricultural role as an Account Manager. She is still in town and she will still help Mr. Franco with local things and working with their division team to help keep Madera number 1. Ms. Diebert stated that she will still be helping Christina Herrera in RDA (Successor Agency to the former Redevelopment Agency) with reporting street lights and helping out with the shoes and those type of things.

PRESENTATIONS Recyclers of the Year Award

Mayor Poythress stated that they have an opportunity for a presentation this evening and invited Annette Kwock who was formerly with the City of Madera and is now with Mid Valley Disposal.

Annette Kwock introduced her bosses, Shaun Kalpakof and Jeremy Gorman. Ms. Kwock stated that this is the fun part of her job. They will talk about the two business that received "Recyclers of the Year".

Ms. Kwock stated that there is a small tortilla factory in Madera. La Rosa Tortilla factory is located on Nobel Street and they began in 2008. The business currently has 85 employees and average 20,000 tortillas a day. Ms. Kwock gave a brief overview of the facility. They have friendly hard-working staff. The site has (2) 6 yard recycle bins, a food waste bin and grease recycling which is serviced once a week. Ms. Kwock congratulated the City of Madera's Small Business Recycler of the Year, La Rosa Tortilla. Ms. Kwock stated that Madera Unified School District (MUSD) will receive a $2,500 donation in La Rosa Tortilla's name from Mid Valley Disposal next week at the MUSD Board meeting. Raul Orozco, General Manager of La Rosa Tortilla was asked to come to the front of the room.

Mayor Poythress presented Mr. Orozco with a plaque on behalf of the City of Madera and Mid Valley Disposal for their efforts and for the benefit of City of Madera and the school district.

Annette Kwock announced that the Large Business Recycler of the Year award went to Pacific Gas and Electric (PG&E). Ms. Kwock stated that PG&E was incorporated in California in 1905 and is one of the largest combination natural gas and electric utilities in the United States. The company is based in San Francisco and is a subsidiary PG&E corporation. They have approximately 20,000 employees who carry out their company's primary business. Ms. Kwock gave an overview of PG&E's Madera office which is located on Airport Drive. They have a recycling bin at the end of each desk. They have a tiny trash can (as everything else should be recyclable). They have a large roll-off bin for metal, blue bin for office recycling, 2 large roll-offs for cardboard and wood. Treated wood gets sent to a facility. Part of their recycling efforts include asking her to "tailgate" and to instruct their workers on the best way to divert. Ms. Kwock congratulated City of Madera's Large Business Recycler of the Year, Pacific Gas and Electric and stated that Madera Unified School District (MUSD) will also receive a $2,500 donation in PG&E's name from Mid Valley Disposal. Richard Garcia, Yosemite Division Senior Manager; Mary Diebert, Customer Relations Manager and Thomas Vaughns, Facilities Services Senior Manager were asked to come to the front of the room.

Mayor Poythress presented Mr. Garcia, Ms. Diebert and Mr. Vaughns with a plaque on behalf of the City of Madera and Mid Valley Disposal with special thanks from Madera Unified School District.

Annette Kwock thanked the Council for giving Mid Valley Disposal the opportunity to present the Recyclers of the Year.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

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

B-2 Information Only – Warrant Disbursement Report

B-3 Weekly Water Conservation Report 4/18/16-4/24/16 (Report by Dave Randall)

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

And

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

B-5 Consideration of a Resolution Approving the Award of Contract for Surface Seals at Various Streets City Project No. ST 16-01, in the Amount of $301,400.35 for the Base Bid, and Add Alternate No. 1 in the Amount of $140,819.50, for a Total Contract of $442,219.85 to Talley Oil Inc, Authorizing Construction Contingencies of Up to 20% and Construction Inspection and Management of Up to 5% as Approved by the City Engineer, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

B-6 Consideration of a Resolution of the City Council, of the City of Madera, California, Approving the Submission of Documents to Expedite an Award of FY 2015-16 California Transit Security Grant Program Proposition 1B Funds and Authorizing the City Administrator to Execute for and on Behalf of the City of Madera Any Documents or Take Actions Necessary for the Purpose of Obtaining Financial Assistance Provided by the California Governor's Office of Emergency Services (Report by Sonia Hall)

B-7 Consideration of a Minute Order Rejecting a Claim filed by Sally Frazier (Report by Wendy Silva)

B-8 Consideration of a Minute Order Rejecting a Claim filed by Dennis Thurston (Report by Wendy Silva)

B-9 Consideration of a Resolution Approving an Agreement with Devastating Pyrotechnics, LLC for Operation of the 2016, 4th of July Fireworks Show and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

B-10 Consideration of a Resolution Renewing an Agreement for Network Services with Comcast Business Services LLC and Authorizing the Mayor to Execute the Agreement and Authorizing the City Administrator, or their Designee, to Approve Proposals and Scopes of Work as Contemplated in the Agreement (Report by Ted Uyesaka)

Mayor Poythress asked if there are any consent calendar items that a Council person would like to have pulled for further discussion. Seeing none, Mayor Poythress asked for a motion for action on the Consent Calendar.

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

RES. NO. 16-55 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR CENTENNIAL

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

RES. NO. 16-56 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2015/16 BUDGET FOR THE CENTENNIAL PARK INCLUSIVE PLAYGROUND PROJECT CITY OF MADERA PROJECT NO. PK 61**

RES. NO. 16-57 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR SURFACE SEALS AT VARIOUS STREETS CITY PROJECT NO. ST 16-01 IN THE AMOUNT OF $301,400.35 FOR THE BASE BID, AND INCLUDING ADD ALTERNATE NO. 1 IN THE AMOUNT OF $140,819.50, FOR A TOTAL CONTRACT OF $442,219.85 TO TALLEY OIL INC, AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 20%, AND CONSTRUCTION INSPECTION AND MANAGEMENT OF UP TO 5% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY.**

RES. NO. 16-58 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE SUBMISSION OF DOCUMENTS TO EXPEDITE AN AWARD OF FY 2015-16 CALIFORNIA TRANSIT SECURITY GRANT PROGRAM PROPOSITION 1B FUNDS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY DOCUMENTS OR TAKE ACTIONS NECESSARY FOR AND ON BEHALF OF THE CITY OF MADERA FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE PROVIDED BY THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES**

RES. NO. 16-59 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH DEVASTATING PYROTECHNICS, LLC FOR OPERATION OF THE 2016, 4TH OF JULY FIREWORKS SHOW AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

RES. NO. 16-60 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR NETWORK SERVICES WITH COMCAST BUSINESS SERVICES LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE CITY ADMINISTRATOR, OR THEIR DESIGNEE, TO APPROVE PROPOSALS AND SCOPES OF WORK AS CONTEMPLATED IN THE AGREEMENT.**

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

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

And

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

Mayor Pro Tem Rigby declared a conflict of interest on Item C-1 and exited the room.

Chris Boyle Planning Manager, thanked the Council and stated that this is a continuation of an appeal hearing for two Conditional Use Permits, a Variance and a Site Plan Review that were originally at the Planning Commission in December and then heard at the April 6th City Council hearing. Mr. Boyle stated that at the April 6th hearing, the applicant proposed an alternative business model which included the establishment of an ethnic grocery store as opposed to a traditional convenience store and Council directed staff to craft conditions of approval reflective of the revised proposal. Staff worked with the applicant and applicant representatives, took feedback from other agencies including Madera's Health Department in relation to tobacco sales and created conditions of approval for their review. The conditions of approval are included as part of the resolution of determination. Staff received communication from the applicant yesterday where the applicant asked that three specific conditions of approval be reviewed.

- Condition 53: Sale of beer in no-less than 6-packs, 24 oz of imported and specialty craft beers.
    - The applicant requests that there be allowance for 3-packs and a 25 oz or less beers.

Currently, there are conditions of approval that are applied to all convenience stores which restrict the sale of single serving containers as a component of the business model, whether that is 32 oz. or 40 oz. In this case, the request would allow for the sale of individual 25 oz. Budweiser beers and 3-packs of Mexican branded beers as a component of their sales mix. Staff has not been providing for the sale of anything less than 6-packs in most cases. The nearby Dollar General has similar conditions of approval packages of no less than 6-pack or greater.

Mayor Poythress asked Mr. Boyle if there are any mini-marts that are allowed to sell single beers or 3-pack or less at this time.

Mr. Boyle replied that there are many stores within the City that have no restrictions on the types of beverages that are sold as a component of a liquor store or a convenience store and there has been an evolution of conditions of approval for the sale of alcohol beverages in the community. Mr. Boyle stated that in the past five years or so, generally off-sale types of uses there has been a fairly consistent application of that requirement. Stores like Rancho San Miguel, Walgreens or other convenience stores have those similar conditions of approval applied. Mr. Boyle stated that to answer the questions specifically, it hasn't been the case historically.

Mr. Boyle stated that the second concern was regarding:

- Condition 27: Prohibition of outdoor display of merchandise for sale.

Mr. Boyle stated that this is a specific call-out in the City's zoning designations which require a use permit for outdoor sales activities. For example, the City is currently processing a use permit for outdoor sales activities in association with a tire shop which wants to display rims and tires, etc. outdoors over the course

of their business day to help promote their sales. Mr. Boyle stated that, although not prohibited, the requirement of a use permit would be consistent with ordinance.
Mr. Boyle stated that the last concern was Condition 34, but staff believes the applicant is speaking in regards to Condition 36. Mr. Boyle stated that Condition 62 best speaks to the concern.

- Condition 62: A performance review of the Punjab ethnic grocery store shall be completed in six (6) months. Compliance with the conditions of approval and completion of all improvements required herein shall be confirmed at that time.

Mr. Boyle stated that there is a requirement to complete the requirements that are enclosed within the Use Permit whether that is improvements to the structure or the off-site improvement to right-of-way, water meters, etc. There are conditions of approval that asks for certain improvements to be made and in place at that six (6) month review.

Mr. Boyle stated that Condition 36 provides for a lesser performance standard regarding landscaping. Typically, the City places specific dates in performance standards. The one year call-out speaks to a condition of approval within site plan that states that the site plan shall be utilized within a one year's time, but a performance measure of a year isn't a reasonable standard to expect. Many communities might require all improvements to be made in advance of occupancy or the granting of a business license. Mr. Boyle stated that the City likes to be as business friendly as possible and because of that, some improvements are allowed more time to complete. Staff recommends, although does not require, that improvements to the structure and other improvements that might impede the logical doing of daily business be completed in advance of opening the business as those improvements retard sales when they try to complete them at a later date once the business has opened and established a clientele.

Mr. Boyle stated that applicable Condition 62 calls out a six (6) month performance standard.

Mr. Boyle completed his report and stated he would be happy to answer any questions.

Mayor Poythress asked if there were any questions for Mr. Boyle. Seeing none, Mayor Poythress opened the hearing for public comments.

Junaid Lateef of 300 W. Olive Avenue, Madera, CA thanked the Council Members and the Planning Department for doing a great job. Mr. Lateef stated that in regards to Condition 62, he is requesting a year to complete the site improvements as he likes the building as it is. Some of the improvements are going to cost him quite a bit of money and he would like to have as much time as possible to get those improvements done, but he is fine with whatever time is allowed.

Mr. Lateef stated that propane tanks are not normally stored inside. They are always outside.

Mr. Lateef stated that wanting to sell single beers is per customer demand and every store in town has them. Mr. Lateef stated that he'd agreed not to sell malt liquors and he is agreeing not to sell larger single containers, but in order for them to do well, they need to have the 25 oz. or less.

Council Member Oliver asked Mr. Lateef how many propane tanks were being considered and how much space would be used.

Mr. Lateef stated that he believes it's a 4x4 cage that holds 20 tanks.

Analie Manzano of 1109 Valley Way, Madera, CA stated that she is concerned regarding the selling of beer and tobacco as the site is so near to Madison Elementary School and the high school. She has children that will be attending high school next year. Ms. Manzano stated that there is already a store on Olive Avenue/Howard Road. Children in that area tend to walk home alone and that is one of her concerns.

Diane Sandoval of First 5 Madera County stated that she does not reside in Madera, however she does

provide tobacco education to the community and families who have children between the ages of 0 and 5. Their concern is that there is an oversaturation of convenience stores that already sell tobacco related products as well as alcohol. Ms. Sandoval stated that there are over 93 convenience stores within the city that sell those types of products. Madera City is not that large and if someone wanted to buy those products, they could simply go to another store. Ms. Sandoval stated that there are five stores in the area near this site that already sell alcohol and tobacco related products. The Gould Educational Center is about half a block away from this site. Madison Elementary School and the high school are about a block away from this site. Ms. Sandoval stated that everyone knows that children are highly susceptible to marketing. The FDA currently regulates products and they do restrict signage, however there is currently a Punjab ethnic food store on Country Club Drive that sells similar products to those proposed by Mr. Lateef and they do have signage in the front that indicates it is a smoke shop. Ms. Sandoval stated that she doesn't know what the regulations are or who monitors that, but signage is up. They definitely oppose the operation of another convenience store that sells those type of products.

Brenda Herrera, a Madera resident, stated she is also a coordinator of a health program called "Promotores de Salud". Ms. Herrera stated that they oppose a decision to have such a store sell tobacco or liquor near the schools. Aside from Madison Elementary School, there are other schools down Stadium Road. She stated that it goes against their efforts to educate people on healthier living to have a store so near to the schools they work with.

Veronica Tista stated she is a health promoter, mother and she has a student in high school. Ms. Tista stated that she is opposed to this store for the health of the community and because of its proximity to the schools. Ms. Tista asked who is going to make sure that they would not become a regular convenience store.

Debra Bernal with the Public Health Department on Road 28 in Madera, CA stated that she is a professional who works in Madera, but lives in Fresno. Ms. Bernal stated that Bruce (Bruce Evans of Solomon Saltsman & Jamieson, legal counsel for Johnny Lateef) just showed her what is being proposed at this time and believes that a lot of thought went into it and they are starting to align it with the City's Vision 2025, but Ms. Bernal wants the Council to think of the proposal. Cigarillos are still a part of the store's proposed inventory and cigarillos are targeted to youth. They are sold six for 99 cents, three for 99 cents or two for 99 cents. Ms. Bernal stated that the high school is right down the street and with names such as Fruit Fusion, Tropical Fruit Punch, "Who is the target audience of these products?" Ms. Bernal stated that they want to be careful not to go down a slippery slope of allowing one thing that is targeted to youth with prices and names. Ms. Bernal asked the Council to think of flavored tobacco and to think of their Vision 2025 for the City of Madera.

Myra Miranda with the Madera County Health Department located at 14215 Road 28, Madera, CA asked that they please keep in mind that stores in their community play an important role, not only economically but also the physical health of the community. Ms. Miranda stated that children are their future and they have students going into the store that are being constantly bombarded with advertisements and the children make habits early on that are going to affect them over a lifetime. Ms. Miranda stated that smoking is a habit that is hard to quit and asked that the following not be flavored: cigarillos, other smokeless tobacco such as Snooze, Snuff and chewing tobacco. Ms. Miranda stated that they are concerned with the health of the community.

Mayor Poythress asked if there were any members of the public who would like to address the Council on this item. Seeing none, he closed the public hearing and brought it back to Council for action.

Council Member Medellin stated that they have not addressed the appeal and he asked the City Attorney if this was part of the appeals process or if they were hearing an alternative to the original request.

Brent Richardson, City Attorney stated that if this was adopted they would be reversing the denial of the Planning Commission subject to the conditions or they could uphold the Planning Commission decision or modify it. Modification could be to allow some and not allow others. Mr. Richardson stated that this would effectively be overturning the Planning Commission decision subject to these revised conditions.

Council Member Medellin stated that to overturn the Planning Commission decision they would have to find faulty or error with their decision.

Mr. Richardson stated that they would have to find an error. There is language proposed in the resolution that states it is not detrimental to the health, safety and welfare and that there was an error in finding that pursuant to the new conditions.

Council Member Medellin stated that he had concerns.

- He doesn't like that the Planning Commission was given one particular issue and then during the appeal, the project became something totally different. He doesn't think that is fair to the Planning Commission at all.
- He believes that concerns they heard tonight were also heard at the Planning Commission which to him means that the Planning Commission took that into consideration with their decision.
- He is also concerned with the alternative proposal as it contradicts the CUPs (Conditional Use Permits) that they have in place.
- He is personally not a fan of massaging rules to make it work for individual businesses.
- They have conditions for a particular reason not necessarily to edit them to fit.
- He realizes that there are 18 of 20 licenses, but he is looking at city-wide and not necessarily just this neighborhood.
- He agrees that city-wide they have almost 100 convenience stores and that is too many in his opinion.
- He agrees with the Planning Commission and their decision that they feel that the closeness to schools, advertisement of beer and tobacco sales, with the detriment to the health, safety and welfare of the community. He cannot be in favor.

Council Member Oliver stated that it was apples and oranges between what Planning Commission looked at and what they have before them today. Council Member Oliver asked that the applicant or Chris Boyle, Planning Manager review some of the conditions regarding the prohibition of advertising or promotion of tobacco and alcoholic goods as he believes it would be advantageous for the public discussion today.

Bruce Evans of Solomon Saltsman & Jamieson located at 428 Culver Boulevard, Playa del Rey, CA spoke on behalf of Johnny Lateef. Mr. Evans stated that some of the speakers may not be aware of the additional conditions. Mr. Evans stated that what he was able to do for the Lateef family after he was retained subsequent to the Planning Commission hearing, was to articulate the business that they'd always intended which was a neighborhood ethnic market. It was never intended to be a typical convenience store of chips, snacks, soda pop and beer; that was not their model. Mr. Evans stated that he was able to work with Mr. Boyle and met with the City Attorney and they came up with some conditions to address staff issues and the concerns of the Planning Commission; the emphasis was the alcohol. Mr. Evans stated that this originally was a staff recommended approval for all but the beer and wine. They came up with the following:

- No advertising of alcohol or tobacco products.
- No cheap beer sales.
- No malt liquor.
- Alcohol behind the counter; not directly accessible to the public.

Mr. Evans stated that they agreed to all the additional conditions which didn't fundamentally alter the project. It just created sensible conditions that were consistent with what was worked out with staff. Mr. Evans stated that in regards to this being something different than what was proposed at the Planning Commission, they did not try to alter the conditions, his client just wanted clarification on would it prohibit having a propane tank and clarification on single sales. Mr. Evans stated that the issue with tobacco came up for the first time at the last hearing when the Public Health Department said no flavored tobacco. Mr. Evans stated that they took those comments as being well-founded, so they worked out a very detailed

condition with staff to basically eliminate the types of tobacco products that are marketed specifically to youth. Mr. Evans stated that after having looked at other CUPs, he is pretty sure that this would be the most restricted alcohol and tobacco retail location in Madera when you look at the totality of the conditions.

Council Member Medellin stated that his original notes show that this project was a cellular store with chips, sodas and snacks.

Mr. Evans stated that he didn't know what the project was before the Planning Commission hearing. He stated that he is speaking of the proposal that was submitted to the Planning Department for this application.

Council Member Oliver asked Chris Boyle, Planning Manager to outline some of those conditions.

Chris Boyle, Planning Manager stated that there are separate conditions relating to signage for tobacco and for alcohol.

- Tobacco – No promotional signage and/or displays promoting tobacco and/or tobacco related products shall be utilized in any way by the store. There isn't an allowance for placing any signage as it relates to tobacco either within the store or as a window treatment to be seen from the exterior of the store.
- Alcohol – No alcohol signage shall be utilized within the windows of the store, exterior of the store and no displays or signage shall be positioned in such a way within the interior of the store to be viewed from out of doors. Essentially it is a prohibition on promotional signage visible from the outside of the store.

Council Member Oliver asked if these conditions are consistent with zoning for traditional mini-mart liquor stores or are they specific to this use and specific business plan.

Mr. Boyle stated that these two conditions of approval are very unique to this use. Mr. Boyle stated that tobacco is a new requirement for a use permit and staff has been working hard in trying to identify what appropriate conditions of approval might be. Mr. Boyle stated that they would anticipate that this type of signage requirement may find its way into future use permits as it relates to tobacco sales. Staff has not implemented a requirement in terms of signage for the sale of alcoholic beverages within windows as a component of other use permits. They have relied on the Sign Ordinance of the City of Madera which has specific restrictions on the amount of window space that can be utilized.

Council Member Oliver stated:

- He thinks that this proposal is apples to oranges to what the Planning Commission initially heard.
- If he received that presentation and looked through the record, he would probably have many similar concerns and thoughts.
- He appreciates the community for providing input and local feedback.
- For him, it is a matter of precedence.
    - One of the reasons that the Planning Commission sided with the denial was that the nature of the business would impact the redevelopment of Bethard Square Shopping Center.
        - He believes that what is going to guide the development of Bethard Square is not necessarily businesses of preference that they might have at the time, but based on land use policies, the General Plan, market forces and co-tenants.
- The deviation in business plan is different (apples and oranges) but perhaps it goes far enough to not find fault but to correct some of those areas or concerns that the Planning Commission found.
    - Proximity to similar businesses, too many convenience stores in Madera.
    - If he was on the dais at the initial presentation, he might have come to the same agreement.
    - Proximity to schools, tobacco and alcohol within a mini-mart which attracts children which is a major walking route to and from school. He believes those are very valid points.
        - Perhaps they should have a greater discussion on policy as to their corridors of right-of-way adjacent to school site and the types of business that locate there.

- He believes that with the proposed signage restrictions and conditions which are unique and specific to this type of use, it might help correct concerns expressed.
- He believes that with Governor Brown's signage today of extending the legal age from 18 to 21 years to buy tobacco, he would hope that would help to offset that effect as well.

Council Member Oliver stated that he appreciates Council Member Medellin's comments. He thinks they are well warranted and they are very valid points, but this is apples and oranges. They've deviated a great deal as far as their business plan, their business use. He believes it may go far enough to address some of the concerns and objections that the Planning Commission issued at that time.

Mayor Poythress stated that he echoes Council Member Oliver's comments. He believes that the applicant has stepped up in addressing the concerns. Mayor Poythress stated that he hadn't known the City had 93 mini-mart/convenience stores. He stated that whatever influences are out there that would negatively impact children are there. It's going to happen. Mayor Poythress stated that this proposal wouldn't cause more issues it just divides the pie. The applicant has made a decision to go into this line of business and it's their right to do so if they believe they can make money. Mayor Poythress stated, as Council Member Oliver pointed out in regards to signage and other conditions, it could be a precedence that sets a new wave of restrictions or guidelines for these types of stores for the next applicants. He believes this is a step in the right direction.

Council Member Robinson stated that businesses opening up are a plus in regards to competition and lower prices. He stated that the advertising restriction would make it a close-knit customer base. It wouldn't be bright lights like Las Vegas. Council Member Robinson stated that he doesn't see a reason to cancel the proposal.

Johnny Lateef wanted to address Council Member Medellin's comment. Mr. Lateef stated that the stuff he suggested or added is not something he has to get. He is fine with the conditions that were submitted by the Planning Department previously, as well. Mr. Lateef stated that he is not a fan of signs advertising alcohol or tobacco. He stated that he is in the medical field so he knows their impact. Mr. Lateef stated that he had agreed not to have any kind of signage on the outside, windows or doors advertising alcohol or tobacco. Regarding the flavored stuff, Mr. Lateef stated that they had agreed on the electronic cigarettes, vapors and vape juices. He believes that is what attracts the kids or youth. Those products are marketed to the youth and he is agreeing to not sell those either.

Council Member Medellin stated that he is pro-business and he looks at the City of Madera as a whole. He stated that conditions are only as good as their enforcement. Council Member Medellin stated that starting today, they've basically shut down their Code Enforcement Department on every code in the City except for signage. That is what it is going to take to start at one end of the City and go to the other. Council Member Medellin stated that all convenience stores have the same ordinance that say they cannot do that (feathers, flags). It's an epidemic. Council Member Medellin stated that they were given the same set of conditions and now, here they are as a City, understaffed having to determine if they want to get mattresses and oil pans out of alley ways, weed abatement for the summer time or [take care of] signs. It gets to be so overwhelming and that is why businesses take advantage and put up signs, put up everything until the City goes and knocks on their doors knowing full well that it could be months before that happens. Council Member Medellin stated that restrictions are only as good as enforcement. Right now, they don't have somebody to come in and measure the amount of tobacco products. Council Member Medellin knows that a State officer does that and they are just as understaffed.

Mr. Lateef understands Council Member Medellin's enforcement concern and he would like to volunteer to bring photographs of his building every two months to a Council meeting for review. He doesn't have a problem with that.

Mr. Evans stated that a condition in this CUP (Conditional Use Permit), if approved, would be to review in six (6) months. Mr. Evans stated that other cities and what he would like to suggest in this case to address a lack of code enforcement resources would be to put an expiration date on the CUP. Council could grant

it for a one or two year term. Mr. Evans stated that puts the burden on Johnny Lateef at no cost to the City to apply to renew that CUP. He stated that Mr. Lateef would pay for the public notice and staff can review the conditions and it would be very easy for the City to remove the CUP.

Council Member Medellin stated that it still does not address why the Planning Commission denied the original application. They are still selling product.

Mr. Evans stated that after reviewing the staff report and the Planning Department summary of that Planning Commission hearing, they didn't like mini-marts. Mr. Evans stated that if this was a proposal for a mini-mart that looked like the photographs he brought previously, then he wouldn't want one in the neighborhood either. Mr. Lateef has proposed something that is conditioned to be something very different and that is very controlled and is not a standard mini-mart; it is an ethnic neighborhood market with very stringent controls on the alcohol and tobacco sales. Mr. Evans stated that is how the Council allows responsible development but still address the concerns of the neighborhood. Mr. Evans stated that the Council can set an expiration date on the CUP if they choose and Mr. Lateef would volunteer that [condition]. Mr. Evans stated that he understands the concerns, however there is nothing about those concerns that can't be addressed by appropriate conditions that were drafted by staff. The clarifications that Mr. Lateef asked for are pretty minor and, which he can live without, don't change that.

Council Member Holley asked Mr. Boyle if Mr. Lateef could open the business if tobacco and beer sales were not on the agenda.

Chris Boyle, Planning Manager stated that to open a food store would not require a conditional use permit. To repurpose the site would have required a Site Plan Review, but there would not have been any conditions of approval applicable to alcohol sales or tobacco under discretionary review.

Council Member Oliver asked if they would still require a parking Variance for the food store.

Mr. Boyle confirmed that it would have still required a Variance from the parking standards of the City.

Council Member Oliver stated:

- They are looking at two different proposals.
- He wishes that the applicant could have ironed out this business plan and put this together from the start.
- He believes this is an opportunity to create new precedent with future conditional use permits with respect to tobacco sales.
- He believes the City would be much better off if they had convenience stores in place that do not have that signage.
    - He doesn't believe they can pass a law today that would completely eliminate that.
- He agrees with Council Member Medellin that they are as good as their enforcement and it is not feasible to ensure that each and every business is abiding by each of their conditions of approval.
- He doesn't believe it is a good use of staff time to revisit that conditional use permit as it adds a lot of backlog and he doesn't think it's necessary.
- That what is put on paper is an agreement, to him, and he has to take them by their word.
- He would support moving forward and recommending the reverse of the Planning Commission's decision and appeal that decision concurrent with staff's recommended findings.

Mayor Poythress stated that was a motion and asked for a second.

Brent Richardson, City Attorney asked for clarification of the motion. Mr. Richardson asked if the motion was for the reversal of the Planning Commission decision.

Mayor Poythress stated that it was.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, MOTION FAILED BY A ROLL CALL VOTE OF 4-1. AYES: COUNCIL MEMBERS HOLLEY, OLIVER, ROBINSON AND MAYOR POYTHRESS. NOES: COUNCIL MEMBER MEDELLIN. ABSTENTION: MAYOR PRO TEM RIGBY
(After a roll call of the vote, Sonia Alvarez, City Clerk stated that the motion passed with a vote of 4-1. Brent Richardson, City Attorney clarified that the motion needed a vote of 5-7 to pass. Ms. Alvarez stated a correction for the record: Motion fails based on the requirements in the Municipal Code.)

Mayor Pro Tem Rigby reentered the Council Chambers.

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

Brent Richardson, City Attorney stated that this is a hearing to confirm liens on unpaid administrative fines. Mr. Richardson asked that the 617 & 621 Deerwood Drive properties be removed from consideration as the fines were paid earlier today. He also stated that counsel for the Garfield property is in attendance.

Mayor Poythress opened the hearing for public comments.

Heather Stern stated she is an attorney with Parker Ibrahim & Burg located at 695 Town Center Drive - 16th Floor, Costa Mesa, CA 92626 and they represent JP Morgan Chase Bank. Chase is the owner of the property located at 1100 Garfield Avenue. There is a lien against this property of $61,348 for consideration with the Council tonight. Ms. Stern asked the Council to refrain from imposing a lien at this time.

Ms. Stern thanked the City Attorney, City Clerk and City staff for working with her to compile documentation regarding this lien and also for working with her to continue the hearing on this matter as this was originally noticed for hearing for April 6th.

Ms. Stern stated:

- The Garfield property has been vacant for a long time and was foreclosed November 2012.
- At the time Chase acquired the property, it was already in violation since at least November 2011.
- According to the notices of record, it was in violation as a result of landscaping and security issues.
- The City also recorded another notice of continuing violation in the summer of 2012, again before the bank foreclosed in November 2012.
- At the time the bank foreclosed, the City has already assessed about $17,000 in fines and late fees.
- Following foreclosure, the City continued to assess fines due primarily to landscaping issues.
- Although the notices were not specific, the City shared that what was being observed was high grass. The lawn was not being cut often enough and the presence of weeds.
- In March 2013, after the bank had caused additional work to be done on the grass, the City was asked to confirm that the property was in compliance.
    - During this time, the bank did have a vendor cutting the grass regularly.
    - The bank spoke specifically with Maribel Hernandez
    - Ms. Hernandez indicated that it was not in compliance due to the lawn not being maintained, but no other detail was provided.
- The bank again asked the vendor to cut the grass and again asked Ms. Hernandez to confirm it was in compliance.
    - Ms. Hernandez responded that the grass was cut, but lawn clippings needed to be picked up.
    - Fines were assessed.
- In April/May 2013, the City advised the bank that there were $24,000+ in fines.
- The bank followed up and the City made some corrections for the fines and the City issued a

revised demand of $13,839.33, so about a $10,000 discount.

- On July 2013, the bank paid the almost $14,000 owed to the City.
- Even though the bank was communicating and obtaining the revised demand, Code Enforcement continued to assess fines on a weekly basis.
    - Beginning May 9, 2013, the City went out every week and assessed a fine of $1,000 and then assessed $100 late fee every time the $1,000 was not paid.
- The fines were related to landscaping; it related to grass. Even though the bank had a vendor cutting the lawn regularly.
- What was communicated to the bank, was that the lawn was not green enough even though it was summer time and there were water restrictions imposed due to drought.
- By April 2014, the City took the position that the total fines at that time were $42,974 and the Council was asked to confirm a lien which they did.
- That is aside from the lien that is in consideration tonight of $61,000+.
- The City appears to have given the bank credit for the $13,000+ as well as $2,200 that the bank paid previous to that before it recorded the lien in April 2014.
    - The April 2014 lien does not appear to reflect the $10,000+ adjustment that the City agreed to make in May 2013.
    - The April 2014 lien includes amounts imposed when the prior owner owned the property and before foreclosure occurred.
- They already have a $42,974 lien against the property and now the Council is being asked to confirm more liens.

Ms. Stern referenced the $61,348 on the agenda tonight:

- For 18 months, the City went out 3 or 4 times a month on average and imposed a $1,000 lien every time they went out which was due primarily to landscaping.
- The notices are not specific.
- The bank was in communication with the City to try to bring the property into compliance.
- The issues that are constantly raised were that the grass was not green enough and that the site was not secure.
    - Further inquiry revealed a flimsy lock on the side gate, so they were asked to replace that with a more substantial gate. This was done and the gate is now padlocked.
- This property does not have significant police activity.
    - None of these issues have been life, health or safety issues.
        - For example: Traffic stop nearby, calls from neighbors regarding the property being occupied; police officers go out and report that the property is secure and there are no occupants.
- If the goal of the City is to see the property occupied, liens are not the way to do that.
- Notices of continuing violations which are of record and recorded against this property and have been continuously since 2011 also make it very challenging to sell the property.

Ms. Stern requests that the Council authorize the City Attorney to have a conversation with them to discuss a resolution of the issues that would take the liens off the property and would also take the notices of continuing violations off the property. Ms. Stern stated that the City doesn't seem to take the notices of continuing violations off even when the bank is responsive to the City's concerns. It is just not possible to market and sell the property when they have liens and notices of continuing violation.

Ms. Stern stated that if the Council is inclined to confirm the lien, in lieu of authorizing the City Attorney to discuss with them, then the other things she would like to discuss had to do with the landscaping requirements under code.

Ms. Stern stated that they asked early on to be able to install desert landscaping as it would not require water to be on, would not require regular trimming and would be able to be maintained. She stated that they would continue to have a local agent conducting the regular inspections and be accessible and

available for any issues that arise with the desert landscaping. She would be responsive to any concerns about the desert landscaping on a go-forward basis. The City Attorney has her contact information.

Ms. Stern stated that it was shared with them that under Code Enforcement's interpretation of desert landscaping, it is not appropriate and a lawn is required. Code Enforcement even took this position after the lawn had died. Ms. Stern stated that in order for the lawn to happen again, new sod would have to be installed. The problem with that is that they are only allowed to water twice a week and new sod will not "take".

Ms. Stern asked that Council provide direction to Code Enforcement that desert landscaping is acceptable in order to resolve issues going forward. She believes that very nice desert landscaping could be installed that would be consistent with the neighborhood and the community. Ms. Stern stated that she doesn't think that would resolve the issue of trying to get the property sold.

Ms. Stern stated that in other properties, the bank has seen that it creates more problems than it solves when the water is on, because the water being on is an invitation to vagrants and trespassers to come in and use that water for their own purposes. Ms. Stern stated that having the water on also causes vandalism. People who are upset at the bank, house, property, etc., take water and cause vandalism and property destruction. It hasn't happened here, but it is another reason they request desert landscaping. Ms. Stern stated that they believe it is consistent with code, however Code Enforcement has taken another viewpoint of that and if Council is in favor of desert landscaping, then direction to staff in that regard would be appreciated.

Ms. Stern concluded that the issues with the property were never life, health or safety issues. They were primarily landscaping issues with the exception on one security issue having to do with a side gate. They believe the fines to be excessive when they consider the whole picture. Ms. Stern asked that the Council authorize the City Attorney to work with them on those things so that the property can be sold. They think it can be sold within 120 days once the title issues are cleared.

Mayor Poythress asked Brent Richardson City Attorney if an appeal hearing had been held. Mr. Richardson stated that there had not been an appeal hearing in regards to the citations.

Council Member Oliver stated that the City takes the drought seriously and they have a turf replacement rebate program that they would encourage the Public Works Director to share with Ms. Stern. The property owner may be eligible for an incentive to replace viable turf with xeriscape or desert landscape that meets the City's guidelines and objectives.

Mayor Pro Tem Rigby asked that Viola Rodriguez step up to the podium in order to address some of the enforced codes and to clarify some of the landscaping issues.

Viola Rodriguez, Neighborhood Preservation Supervisor and Maribel Hernandez, Neighborhood Preservation Specialist II addressed the Council. Ms. Rodriguez stated that they appreciate the comments made by the attorney for the owner of the property, however the condition of property was presented in a way that minimized the conditions and the situations that surrounded this property. Ms. Rodriguez stated that the citations are approved by the City Council based on City ordinances. The issues involved more than just the lack of landscaping. Some of the issues included: a portion of a missing side fence, an open gate, and although the Police Department reports don't indicate an arrest, the next door neighbors were reporting issues.

Ms. Hernandez stated that she did weekly inspections on this property and almost on a weekly basis, was stopped by neighbors complaining about the property. There was a lot of pressure from the neighborhood to do something about this property. Ms. Hernandez stated that she is not sure who advised the attorney that they'd spoken to her, but she didn't have any contact with anybody until the end. She does know that previous legal counsel reached out to the previous Neighborhood Preservation Supervisor and counsel asked some questions. Ms. Hernandez stated that the citations and notices are very specific and very

detailed and if someone were to ask for detailed specifics, she would definitely give that to them.

Mayor Pro Tem Rigby asked Ms. Hernandez where the attorney's client would have gotten the understanding that the City is anti-drought friendly landscape and was that part of the City's ordinance.

Ms. Hernandez stated that they were addressing dead lawns prior to the drought situation. Once they got direction from the City Council to stop addressing dead lawns, they stopped. Now, they address over-grown vegetation.

Council Member Medellin stated there was specific direction and it was to address unsecured windows, unsecured fences, locks, overgrown weeds and yellow grass, because that invited squatters and vagrants. Council Member Medellin stated that if anyone of them lived next door to a house like that, they would definitely call. He stated that, unfortunately, it is the neighborhood that suffers and the neighbors have to put up with the situation. It is not fair and that is why the City Council imposed that direction.

Ms. Hernandez stated that she was constantly asked what she was doing about the situation. She was told how they had to chase somebody out. Ms. Hernandez stated that it was unfortunate that people left once the Police Department arrived, but the neighbors had concerns whether they heard voices or not. Ms. Hernandez stated that she is a public servant and she had to address those situations.

Council Member Medellin stated that it's been four years; it's been too long.

Mayor Poythress asked if there were any members of the public who wished to address the Council on this item. Seeing none, the public hearing was closed and Mayor Poythress asked for a motion for action.

ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER MEDELLIN, ITEM C-2, RES. NO. 16-61 WAS ADOPTED WITH THE EXCLUSION OF THE TWO DEERWOOD DRIVE PROPERTIES UNANIMOUSLY BY A VOTE OF 6-0.

RES. NO. 16-61 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES.

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

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

Tim Przybyla, Director of Financial Services stated that he would be giving a brief presentation of the preliminary City of Madera Enterprise Fund budgets for FY 16/17. Mr. Przybyla stated that these are the highlights:

Major Enterprise Fund Highlights

- Sewer is projecting a slight surplus even with a $221,000 of capital outlay expenditures.
- Solid Waste is projecting a $242,000 deficit with anticipated reductions in the fund balance. This was planned to keep the Solid Waste rates as they are.
- Water is projecting a $1.3 million deficit with a $2.8 million in capital outlay. There is not an operating deficit there. It is caused by the capitals outlay not operations.
- Drainage is projecting $125,000 deficit and will make some budget changes prior to the final budget.

- Total Major Enterprise budget requests are down about $24,000 as compared to the FY 15/16 budget due primarily to reduced capital outlay projects in FY 16/17.
- Rate increases have made a huge impact on the Water and Sewer budgets and will help the City complete the much needed capital deferred maintenance projects over the next few years.
- Sewer Fund working capital has gone down in the last few years and it is projected to slightly increase in FY 16/17.
- Solid Waste working capital is going down, but that is according to plans.
- Water working capital is going down, but they have significant capital projects coming up in the Water fund.
- Drainage working capital is going to take a little bit of work. Staff is going to work on reducing some of the costs in that budget. City is not able to increase the rates easily and the City has not done that at this point. The working capital is going negative. Under $200,000 is projected in FY 16/17. Staff will work on reducing some of that deficit.

Non-Major Enterprise Fund Highlights

- Airport fund is projecting a $51,000 surplus which will be set aside for future capital improvements.
- Golf Course fund is balanced.
- Dial-A-Ride and the fixed route transportation funds should be balanced, so staff needs to make some corrections before the final budget presentation.

Mr. Przybyla introduced the new Grants Administrator, Ivette Iraheta. They are very happy to have her; she started Monday of this week.

- The total non-major enterprise fund requests are down about 20% from the prior year's budgets due primarily to less capital outlay requests.

Mr. Przybyla stated that this report is informational only and no action is required. This is the second preliminary presentation. The General Fund and other remaining preliminary budgets may be presented at the May 18th City Council meeting depending on staff's workload due to ERP conversion. Staff will do their best to get it presented as soon as possible. Mr. Przybyla stated that a budget workshop is scheduled sometime in June and the final budget could be presented to Council for consideration for approval in June or possibly July. Mr. Przybyla stated he would happy to answer any questions.

Council Member Oliver stated that Council discussed potential rate increases to Enterprise funds last year and central to that were the City's debt obligations and bonded covenants with a coverage goal of 120%. Council Member Oliver asked if Mr. Przybyla could give them and idea where the City was in reaching those goals or what the coverage ratios are today.

Mr. Przybyla stated that the City will meet those in the current fiscal year and in the future fiscal year. A rate stabilization fund was put into place in the prior year's budget, so the City can cover that ratio if needed. They should be "golden" going forward.

F. COUNCIL REPORTS

Council Member Robinson stated that he attended the United Way Mission United 211 Call Center for Veterans on April 22nd.

Mayor Pro Tem Rigby stated that he had the opportunity to tour the Pomona Ranch migrant facility with Mayor Poythress and Council Member Oliver last Wednesday.

Council Member Holley stated that he attended the Sierra Vista migrant graduation. Council Member Holley stated Sierra Vista appreciated Mayor Poythress being in attendance.

Council Member Holley stated that Relay for Life was awesome. Jim Taubert gave a great speech. Council Member Holley would like someone from every department in the City to go out and be a part of the event. He believes that would show that the City shows great support for the event. Council Member Holley stated that Sonia Alvarez, City Clerk did a great job. He stated that they raised quite a bit, but he believes they could have done more if they could get all the departments involved.

Council Member Medellin addressed Keith Helmuth and stated that a couple of constituents have called him regarding a crosswalk on Yosemite Avenue. There are a couple of buildings on Vineyard and Yosemite Avenues that have constant pedestrian traffic and they asked if there is any way of getting the ball rolling for some sort of pedestrian crosswalk. Council Member Medellin stated that he knows Yosemite Avenue is Caltrans.

Keith Helmuth, City Engineer stated that Caltrans would be less receptive to crosswalks than he is. He is not typically receptive to them depending upon the location, but they can try.

Council Member Medellin stated that all he is asking for is input. He will bring it up before the Transportation Commission as well as Caltrans and they will see where they can go with that.

Mr. Helmuth stated that he would check it out and be there with Council Member Medellin.

Council Member Oliver stated he was glad to represent his colleges and the City at the California Association for Local Economic Development annual awards luncheon. He joined David Tooley, City Administrator and Bobby Kahn of the Economic Development Commission. King Hussein of Span Construction received the Award of Excellence for Freedom Industrial Park which was the top award throughout the state.

Council Member Oliver stated that they had a neighborhood block party in his neighborhood of Sonora. He was joined by Council Member Medellin and his family. Council Member Oliver stated that they had over 30 people in attendance and great food. This block party was the first of its kind. Officer Bushéy was there to provide foot races and Council Member Oliver threw a football around. Everyone had a great time.

Council Member Oliver stated that this Friday the Police Department will have a Battle of the Badges Blood Drive. The event will be held from 10 or 11 am to 3 pm. Council Member Oliver asked that they support team Madera Police Department in donating blood.

Mayor Poythress stated that they have a breakfast tomorrow morning at 7 am.

Mayor Poythress announced that they would now move to the closed session.

Council Member Holley stated that he will be out of town next week.

G. CLOSED SESSION

The Council adjourned to closed session at 7:32 pm.

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

Agency Designated Representatives: David Tooley and Wendy Silva

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

Brent Richardson City Attorney announced that the Council will adjourn to closed session pursuant to Government Code Section 54957.6 to discuss conference with labor negotiators as described under item G-1.

The Council returned from closed session at 8:01 pm with all members present.

City Attorney Brent Richardson announced that the Council met in closed session pursuant to Government Code Section 54957.6 to discuss conference with labor negotiators, as described under item G-1, and reported that no reportable action was taken.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 8:01 pm.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

_____ _____

SONIA ALVAREZ, City Clerk ROBERT L. POYTHRESS, Mayor

_____

Prepared by:
ZELDA LEÓN, Deputy City Clerk

Return to Agenda

City of Madera

Council Meeting Of August 3rd, 2016
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: 08/03/2016

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

July 12th, 2016 to July 25th, 2016

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

General Warrant:	204903-205096	$	1,935,229.56
Wire Transfer	Union Bank Payroll and Taxes	$	796,216.76
Wire Transfer	SDI	$	2,052.97
Wire Transfer	Cal Pers	$	241,006.71

Respectfully submitted,

Tim Przybyla
Financial Services Director

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

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
204903	7/14/2016	CLEAN CUT LANDSCAPE	4TH ST MEDIAN LANDSCAPE-PROJ #PK 15-02	242,196.64
204904	7/14/2016	AT&T	06/16 CALNET 3 SVS 9391026407	954.07
204905	7/14/2016	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR JULY 2016	102.00
204906	7/14/2016	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE 07/15/16 PR	772.83
204907	7/14/2016	ALPHA OMEGA WIRELESS, INC	RADIO TOWER IT ANTENNA WORK	2,270.90
204908	7/14/2016	ALVAREZ, SONIA	SUPPLY REIMB FOR NOV 2015 & MAY 2016	50.06
204909	7/14/2016	AMERICAN LEGAL PUBLISHING CORPORATION	MUNI CODE S-39 PGS	1,022.13
204910	7/14/2016	THE ARC FRESNO	CITY CAN ORDERS JUN 2016	1,239.09
204911	7/14/2016	BSK ASSOCIATES	WATER SAMPLES	997.50
204912	7/14/2016	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINT MAY 2016 - INTERMODEL FACILIT	668.50
204913	7/14/2016	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINT MAY 2016 - RDA FRONT OFFICE	347.00
204914	7/14/2016	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 07/15/16 PAYROLL	1,042.48
204915	7/14/2016	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	174.50
204916	7/14/2016	DATAPROSE, LLC	JUN 2016 NEWSLETTER & CH INSERTS	2,208.60
204917	7/14/2016	DER MANOUEL INSURANCE & FINANCIAL SVCS	ANNUAL CONSULTING FEE JUN 15 - JUN 16	17,763.57
204918	7/14/2016	DIAMOND COMMUNICATIONS	PAN AM ALARM MODIFICATION FY 15-16	30.00
204919	7/14/2016	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMIN FEE JULY 2016	4,579.50
204920	7/14/2016	WALTERS MD JAMES E	Utility Billing Deposit Refund	9.28
204921	7/14/2016	LILLY LINDON	Utility Billing Deposit Refund	75.44
204922	7/14/2016	DELGADO JOSE CRUZ OR CITY OF MADERA	Utility Billing Credit Refund	97.76
204923	7/14/2016	PALMERIN ROSA M	Utility Billing Credit Refund	202.26
204924	7/14/2016	TORRES PATRICIA AND LAWRENCE	Utility Billing Credit Refund	128.02
204925	7/14/2016	CAMARENA DANIEL	Utility Billing Credit Refund	222.60
204926	7/14/2016	REYES SULMA	Utility Billing Deposit Refund	4.64
204927	7/14/2016	MADERA MANAGEMENT CO INC	Utility Billing Deposit Refund	45.26
204928	7/14/2016	CARRANZA DAMIAN	Utility Billing Credit Refund	213.72
204929	7/14/2016	LAIRD EDDIE	Utility Billing Credit Refund	88.06
204930	7/14/2016	DIAZ RICKY	Utility Billing Credit Refund	199.55
204931	7/14/2016	SANDOVAL MONICA	Utility Billing Credit Refund	150.00
204932	7/14/2016	ESPINOZA RAFAEL	Utility Billing Credit Refund	118.65
204933	7/14/2016	GONZALEZ ANTHONY AND JANE	Utility Billing Deposit Refund	70.10
204934	7/14/2016	GONZALES CRYSTAL OR CITY OF MADERA	Utility Billing Credit Refund	151.20
204935	7/14/2016	MARES STEVEN OR CITY OF MADERA	Utility Billing Credit Refund	75.42
204936	7/14/2016	ZARAGOSA ABEL OR CITY OF MADERA	Utility Billing Credit Refund	150.10
204937	7/14/2016	VENEGAS FRANCISCO AND GENOVEVA	Utility Billing Credit Refund	72.64
204938	7/14/2016	ONTIVEROS MICHELLE	Utility Billing Credit Refund	150.79
204939	7/14/2016	BOYLE JOSEPH	Utility Billing Credit Refund	131.82
204940	7/14/2016	MARTINEZ BLANCA	Utility Billing Credit Refund	130.46
204941	7/14/2016	SG-3 SAFTEY & HR SERVICES INC C/O SALVADOR GAYTAN	Utility Billing Credit Refund	158.39
204942	7/14/2016	AGUILAR SUSANA OR CITY OF MADERA	Utility Billing Credit Refund	150.58
204943	7/14/2016	CITY OF MADERA OR VILLANUEVA ANDY	Utility Billing Credit Refund	110.31
204944	7/14/2016	VALDOVINOS IVAN AND VERONICA P VALDOVINO	Utility Billing Credit Refund	68.76
204945	7/14/2016	CITY OF MADERA OR ARREOLA NORBERTO DANIE	Utility Billing Credit Refund	6.74
204946	7/14/2016	CITY OF MADERA OR SCHOETTLER LAUREN AND	Utility Billing Credit Refund	61.26
204947	7/14/2016	GONZALEZ MARY	Utility Billing Credit Refund	39.08
204948	7/14/2016	COEN DOLORES	Utility Billing Deposit Refund	179.35
204949	7/14/2016	FERNANDEZ LOPEZ DANIEL	Utility Billing Deposit Refund	44.01
204950	7/14/2016	VILLAREAL JUANA DE GARCIA OR CITY OF MADERA	Utility Billing Deposit Refund	14.66
204951	7/14/2016	ROMERO HERNANDEZ CESAR MARTIN	Utility Billing Credit Refund	132.10
204952	7/14/2016	EMISSIONS & SILENCER TECHNOLOGY, INC	3 WAY CATALYST	3,551.00
204953	7/14/2016	ESTEVES, BRIAN	PER DIEM SLI SESSION 6	208.00
204954	7/14/2016	FRESNO COUNTY TREASURER	WATER SAMPLES	2,014.00
204955	7/14/2016	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	ADC MEALS JUNE 2016	483.84
204956	7/14/2016	FRESNO MADERA AREA AGENCY ON AGING	05/16 UNSERVED MEALS	228.80
204957	7/14/2016	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	31.31
204958	7/14/2016	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	521.00
204959	7/14/2016	JOHNSON, PHIL	PER DIEM WONDERWARE TRAINING	160.00
204960	7/14/2016	JOHNSON REAL ESTATE APPRAISAL	INSPECTION 935 E YOSEMITE AVE/ARANCIBIA	400.00
204961	7/14/2016	LEAGUE OF CALIFORNIA CITIES	LOCC GENERAL MEMBERSHIP MTG 6/9/16	450.00
204962	7/14/2016	LEXISNEXIS	JUNE CHARGES	274.00
204963	7/14/2016	M A C E A	JULY 2016 MONTHLY DUES	25.00
204964	7/14/2016	CITY OF MADERA	JULY UTILITIES 123 N E ST #102	3.99
204965	7/14/2016	CITY OF MADERA	JULY UTILITIES 123 N E ST #101	70.26
204966	7/14/2016	CITY OF MADERA	JULY UTILITIES 123 N E ST	130.52

204967	7/14/2016	CITY OF MADERA	CLOTHES WASHER REBATE TO 9906052	50.00
204968	7/14/2016	CITY OF MADERA	CLOTHES WASHER REBATE TO 9387102	50.00
204969	7/14/2016	CITY OF MADERA	CLOTHES WASHER REBATE TO 9910484	50.00
204970	7/14/2016	CITY OF MADERA	TIMERS REBATE TO #9908798	90.00
204971	7/14/2016	CITY OF MADERA	DISHWASHER REBATE TO 6279002	35.00
204972	7/14/2016	CITY OF MADERA	WASHER/DISHWASHER REBATE TO 9892169	85.00
204973	7/14/2016	CITY OF MADERA	LOW FLOW TOILET REBATE TO 8715324	50.00
204974	7/14/2016	M.C.E.A.	JULY 2016 MONTHLY DUES	390.00
204975	7/14/2016	MADERA COUNTY TREASURER	MAY 2016 PARKING PENALTIES	198.00
204976	7/14/2016	MADERA COUNTY	50% AMTRAK STATION COSTS JAN-MAR 2016	1,341.26
204977	7/14/2016	MADERA DOWNTOWN ASSOC.	FY 15/16 4TH QTR ASSESSMENTS PAYABLE	5,864.05
204978	7/14/2016	M P O A	JULY 2016 MONTHLY DUES	6,440.98
204979	7/14/2016	MADERA TRIBUNE	HELP WANTED-WTR SYSTEM WRK III/MAINT TEC	172.70
204980	7/14/2016	MADERA TRIBUNE	PC NOTICE 7/12/16	499.90
204981	7/14/2016	MADERA UNIFIED SCHOOL DISTRICT	BUS RENTAL SANTA CRUZ TRIP #7337	1,258.16
204982	7/14/2016	WILLDAN FINANCIAL SERVICES	CFD 2005-1 2006-1	2,116.11
204983	7/14/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 7/15/16 PAYROLL	6,112.48
204984	7/14/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 7/15/16 PAYROLL	3,520.60
204985	7/14/2016	OPERATING ENGINEERS, LOCAL #3	JULY 2016 MONTHLY DUES	440.00
204986	7/14/2016	PACIFIC GAS & ELECTRIC	06/16 SVS 3533032414-2	170,569.99
204987	7/14/2016	P G AND E	07/16 SVS 5225647713-5	10.51
204988	7/14/2016	GCI SOLAR	CANCELLED PERMIT 20160742-1567 FAIRVIEW	275.12
204989	7/14/2016	CALIFORNIA SOLAR SYSTEMS	CANCELLED PERMIT 20151636-2295 BAY CT	275.12
204990	7/14/2016	SEA BREEZE ROOFING	CANCELLED PERMIT 20161410-2405 LANSING	183.80
204991	7/14/2016	CRAWFORD, TAMARA	REIMB APP FEE FOR 3574 POINT SUR DR	23.00
204992	7/14/2016	RODRIGUEZ, ANASTACIO	REF OF BOND FOR ENCROACHMENT PRMT #4963	500.00
204993	7/14/2016	SUNRUN	CANCELLED PERMIT 20160987-449 MACADAMIA	132.94
204994	7/14/2016	CABALLERO, ELIZABETH	PARK DEPOSIT REFUND	50.00
204995	7/14/2016	PAY PLUS SOLUTIONS, INC.	CALPERS MONTHLY SUBSCRIPTION JUL 2016	247.00
204996	7/14/2016	SOLAR CITY CORP	CANCELLED PERMIT 20152004-408 ELM AVE	373.46
204997	7/14/2016	PHOENIX GROUP INFO SYS	CITATIONS MAY 2016	250.80
204998	7/14/2016	QUAD-KNOPF ENGINEERING	LOVE'S EIR 05/22/16-06/18/16	3,334.77
204999	7/14/2016	SCRAP TIRE CO.	TRAILER SERVICE	1,200.00
205000	7/14/2016	STANDARD & POOR'S CORP.	ANNUAL SURVEILLANCE FEE FY 16/17	2,000.00
205001	7/14/2016	STATE BOARD OF EQUALIZATION	SALES & USE TAX PAYABLE FY 15/16	13,846.00
205002	7/14/2016	STATE CONTROLLER'S OFFICE	2014 REPORT YR - CIVIL PENALTY	1,055.58
205003	7/14/2016	TALLEY OIL, INC.	SURFACE SEALS PROJ #ST 16-01 PROG PMT #1	545,971.50
205004	7/14/2016	TESEI PETROLEUM, INC.	FUEL	534.72
205005	7/14/2016	THRIVE FITNESS	JULY 2016 MONTHLY DUES	81.00
205006	7/14/2016	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SVS	241.98
205007	7/14/2016	UNITED MUNICIPAL SECURITY	CD CHARGES - KANSAS STATE BANK	1,245.68
205008	7/14/2016	US BANK CORPORATE PAYMENT SYSTEMS	06/16 CAL-CARD CHARGES	146,927.76
205009	7/14/2016	VANTAGEPOINT TRANSFER AGENTS 457	PLAN #302351 CONTRIBS FOR 7/1/16 PAYROLL	41,776.95
205010	7/14/2016	WEST COAST ARBORISTS, INC.	CREW RENTAL 5/16/16 - 5/31/2016	3,825.00
205011	7/21/2016	BLANKENSHIP, KATHLEEN	PARK DEPOSIT REFUND	50.00
205012	7/21/2016	MARTINEZ, RAUL	FACILITY DEPOSIT REFUND	100.00
205013	7/21/2016	MCGUIRE, NOLAN	PROGRESS PMT#1 FOR 12-CALHOME-8711 12-03	8,755.50
205014	7/21/2016	MARTINEZ, SUZANNE	PARK DEPOSIT REFUND	100.00
205015	7/21/2016	HOLLEY, DONALD	PARK DEPOSIT REFUND	50.00
205016	7/21/2016	QUALITY CONTAINER	PARK DEPOSIT REFUND	90.00
205017	7/21/2016	AT&T	05/16 CALNT 3 SVS 9391026401	1,251.26
205018	7/21/2016	AT&T	06/16 CALNET 3 SVS 9391031566	1,675.39
205019	7/21/2016	AT&T	05/16 CALNET 3 SVS 9391031575	701.36
205020	7/21/2016	AVISON CONSTRUCTION, INC	CITY PROJECT ST 14-05 PMT FOR RETENTION	180,106.61
205021	7/21/2016	BASILA CONSTRUCTION	WINDOWS NEW OFFICE	1,050.00
205022	7/21/2016	BRIDGE STORE	ALTERNATIVE PAY STATION SVS JUNE 2016	695.00
205023	7/21/2016	BUGGY SHOWER CAR WASH	PD CAR WASHES JUNE 2016	290.50
205024	7/21/2016	CALIFORNIA BUILDING STANDARDS COMMISSION	BUILDIN STANDARD ADMIN SPECIAL QTR4	670.00
205025	7/21/2016	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	224.00
205026	7/21/2016	CALIFORNIA DEPARTMENT OF JUSTICE	DUI ANALYSIS JUNE 2016	2,418.98
205027	7/21/2016	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT PSYCH EXAM	400.00
205028	7/21/2016	CASCADE FIRE EQUIPMENT COMPANY	FIRE EQUIPMENT	103.68
205029	7/21/2016	CBCINNOVIS, INC	ACCESS FEE/CREDIT CHECK	16.00
205030	7/21/2016	CENTRAL VALLEY CHAPTER	BACKFLOW TESTER RECERTIFICATION	200.00
205031	7/21/2016	COMCAST	07/14-08/14 SVS 8155500320092096	126.71
205032	7/21/2016	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICALS	398.00
205033	7/21/2016	ROGERS, JASON	PER DIEM ACA 2016 CONFERENCE	493.80
205034	7/21/2016	COVANTA ENERGY LLC	DESTRUCTION PE	166.99

205035	7/21/2016	QUIROZ NORMAN PAUL OR CITY OF MADERA	Utility Billing Credit Refund	166.35
205036	7/21/2016	JORDAN LARRY	Utility Billing Deposit Refund	220.16
205037	7/21/2016	JORDAN LARRY D	Utility Billing Deposit Refund	406.51
205038	7/21/2016	IVORY DOUGLAS AND MICHELE	Utility Billing Credit Refund	82.37
205039	7/21/2016	GOMEZ GABRIELA AND MARTIN	Utility Billing Credit Refund	188.32
205040	7/21/2016	CITY OF MADERA OR ACEVEDO JESUS AND ROSA	Utility Billing Credit Refund	150.64
205041	7/21/2016	OROZCO RAUL OR CITY OF MADERA	Utility Billing Credit Refund	150.50
205042	7/21/2016	ALMANZA TERESA	Utility Billing Credit Refund	34.56
205043	7/21/2016	RANCHOS AUTO SALES	Utility Billing Credit Refund	263.19
205044	7/21/2016	VILLAREAL JUANA DE GARCIA OR CITY OF MADERA	Utility Billing Credit Refund	135.40
205045	7/21/2016	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPHS	600.00
205046	7/21/2016	ENVIRO CLEAN	FLOOR SCRUBBER REPAIR	219.97
205047	7/21/2016	ESPINOZA SEWER SERVICE	TOILET SERVICE	50.00
205048	7/21/2016	ESTEVES, BRIAN	PER DIEM SLI SESSION 7	240.00
205049	7/21/2016	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 07/01-07/15/16	8,343.75
205050	7/21/2016	FORENSIC NURSE SPECIALISTS, INC.	SARTS	900.00
205051	7/21/2016	GOLDEN STATE FLOW MEASUREMENT INC.	METER REGISTERS	2,476.57
205052	7/21/2016	GREEN, JASON	ADPP JULY 2016	2,940.30
205053	7/21/2016	JORGENSEN COMPANY	FIRE EXT SERVICE	30.00
205054	7/21/2016	KOMPAN, INC.	CENTENIAL PLAYGROUND	9,554.76
205055	7/21/2016	FIRST TRANSIT INC.	FIRST TRANSIT JUNE 2016	71,604.14
205056	7/21/2016	LANGUAGE LINE SERVICES, INC.	TRANSLATION SVC	45.43
205057	7/21/2016	LAW & ASSOCIATES	BACKGROUNDS	700.00
205058	7/21/2016	LIEBERT CASSIDY WHITMORE	LEGAL FEES	35,858.27
205059	7/21/2016	CITY OF MADERA	PAN AM JULY 2016 UTILITIES	245.93
205060	7/21/2016	MADERA CLEANERS & LAUNDRY	YOUTH CENTER FLOOR MAT SVS	32.30
205061	7/21/2016	MADERA COUNTY DEPT.OF WEIGHTS & MEASURES	REGISTRATION FEE FY 16/17	121.10
205062	7/21/2016	MADERA RADIO DISPATCH, INC.	TOWER RENT	308.00
205063	7/21/2016	MADERA TRIBUNE	ADVERTISEMENT ADMIN ASSISTANT	94.20
205064	7/21/2016	MADERA TRIBUNE	ADVERTISEMENT FOR BIDS	774.14
205065	7/21/2016	MADERA UNIFORM & ACCESSORIES	VOLUNTEER UNIFORM	129.22
205066	7/21/2016	MADERA VETERINARY CENTER	VET SVS 1606M-0193	193.50
205067	7/21/2016	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS JUNE 2016	292,659.78
205068	7/21/2016	O'DELL ENGINEERING, INC.	CENTENNIAL PARK DESIGN SVS	3,381.00
205069	7/21/2016	SEGURA, JUAN	BOND RELEASE PERMIT #4970	500.00
205070	7/21/2016	HUFFMAN, LAMONT	PARK DEPOSIT REFUND	50.00
205071	7/21/2016	HAWES, IRENE	PARK DEPOSIT REFUND	50.00
205072	7/21/2016	ABARCA, SOPHIA	PARK DEPOSIT REFUND	100.00
205073	7/21/2016	MACIEL, OLGA	PARK DEPOSIT REFUND	100.00
205074	7/21/2016	PECK'S PRINTERY	REGULAR ENVELOPES NEIGHBORHOOD REV.	455.44
205075	7/21/2016	AGRILAND FARMING	PARK DEPOSIT REFUND	100.00
205076	7/21/2016	SOLAR CITY CORP	CANCELLED PERMIT #20161370	120.26
205077	7/21/2016	PETTY CASH - NEIGHBORHOOD REVITALIZATION	PETTY CASH REIMBURSEMENT	219.42
205078	7/21/2016	PROVOST & PRITCHARD CONSULTING GROUP	UWMP	7,134.40
205079	7/21/2016	RANDALL, DAVID	PER DIEM ACA CONFERENCE	240.00
205080	7/21/2016	RIDX PEST CONTROL	PEST CONTROL SVS-624 4TH ST	1,450.00
205081	7/21/2016	RUSH ADVERTISING SPECIALTIES	MUNIS IMPLEMENTATION TRAINING	299.25
205082	7/21/2016	SAFE 2 PLAY - CERTIFIED MATTERS	PLAYGROUND INSPECTION	600.00
205083	7/21/2016	SJVAPCD	ANNUAL FEES WELL NO 18	850.55
205084	7/21/2016	SPEAKWRITE LLC	TRANSCRIPTION SVS	89.84
205085	7/21/2016	SWAN COURT CONFERENCE CENTER, INC.	CSMFO LUNCHEON	575.73
205086	7/21/2016	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	7,693.70
205087	7/21/2016	TAMARACK PEST CONTROL	JULY 2016 PEST CONTROL	450.00
205088	7/21/2016	TESEI PETROLEUM, INC.	FUEL	351.15
205089	7/21/2016	TESEI PETROLEUM INC.	PROPANE	6.98
205090	7/21/2016	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR REPAIR	823.00
205091	7/21/2016	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS JUNE 2016	110.00
205092	7/21/2016	TYLER TECHNOLOGIES	WAREHOUSE SCANNING HARDWARE MUNIS	16,222.80
205093	7/21/2016	UNITED RENTALS, INC	LIGHT TOWERS FOR 4TH OF JULY-GOLF COURSE	713.82
205094	7/21/2016	VERIZON WIRELESS	CITY CELL PHONE CHARGES JUNE11-JULY10	3,357.89
205095	7/21/2016	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	54.76
205096	7/25/2016	CANON FINANCIAL SERVICES	CONTRACT COPIERS	6,955.41
			Bank # 1 - Union Bank General Account Total	1,935,229.56

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF August 3, 2016
AGENDA ITEM NUMBER B-3

Mark Etheridge
BY: Mark Etheridge, Business Manager
Parks and Community Services

Mark Etheridge FOR MAS
APPROVED BY: Mary Anne Seay, Director
Parks and Community Services

APPROVED BY: David Tooley, City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2016-17 FOR ADULT DAY CARE, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2016 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

AND

CONSIDERATION OF A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2016-17 FOR SITE MANAGEMENT, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2016 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

AND

CONSIDERATION OF A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2016-17 FOR THE TRANSPORTATION PROGRAM, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2016 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

RECOMMENDATION:

Staff recommends Council ratify and approve Agreements with the Fresno Madera Area Agency on Aging (FMAAA) to serve older adult citizens 60 years and older in Adult Day Care, Site Management, and Transportation Programs as mandated under Title III of the Federally funded Older Americans Act. Staff further recommends Council ratify participation in the Programs effective July 1, 2016 and authorize the Mayor to execute the Agreements on behalf of the City.

SUMMARY:

The City of Madera has operated a variety of senior programs over the last 38 years. The Parks & Community Services (PCS) Department oversees services for senior residents in the City that include a congregate meal program, a home-bound meal program, an Adult Day Care Program and Transportation Services. PCS also manages recreation activities that range from exercise and excursions to organized classes and dances.

The FMAAA Governing Board has approved the grant awards for the provision of services under the proposed Adult Day Care, Site Management and Transportation Programs covering the period of July 1, 2016 through June 30, 2017. The FMAAA has provided Agreements for provision of services under these Programs that must be executed before funds are released to the City.

DISCUSSION:

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

The proposed Site Management Agreement provides $28,000 in revenue the City will use to support the management and staffing of the senior nutrition program. The proposed $33,368 Adult Day Care funding will be used to support a respite program offering daily recreation and nutrition services to seniors suffering from dementia or related illnesses. The proposed Transportation Agreement resources of $10,195 will be spent for subsidized tickets for seniors using local bus services. The total amount of proposed revenue derived from the three FMAAA grants this Fiscal Year is $71,563.

Senior services remain an important part of the offerings provided to the community by the City's Parks & Community Services Department. For seniors on fixed incomes the nutrition program can offer an opportunity for a balanced nutritious diet that may otherwise be beyond their means. Adult Day Care provides an affordable alternative for families caring for individuals with cognitive disorders (Alzheimer's for example). The bus ticket program increases the options for mobility for those 60 and older that have transportation challenges. Revenue and support from the FMAAA is critical to the success of the programs.

FINANCIAL IMPACT:

The funds for all Agreements under consideration are derived through the Fresno Madera Area Agency on Aging for operating the Senior Programs under Title III of the Federally funded Older Americans Act. The individual grant amounts for the Agreements are identical to last year's amounts.

The recommended actions provide revenues that have been included in the Fiscal Year 2016-2017 City Budget proposed to Council at the July 6th Regular Meeting. The acceptance of the grants requires the City to provide matching funds from program donations and the City's General Fund; the match has also been anticipated in the adopted FY 2016-2017 City Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

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

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

RESOLUTION NO. 16 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2016-17 FOR ADULT DAY CARE, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2016 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera Parks & Community Services Department provides senior services to older adult citizens age 60 years and older at the Adult Day Care Center; and

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

WHEREAS, the FMAAA has prepared an Agreement in the amount of $33,368 which provides funding for the City's Adult Day Care Program; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Agreement with the FMAAA for Adult Day Care, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. Participation in the activities contemplated by this Agreement as of July 1, 2016, is hereby ratified.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

* * * * * * * *

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2016-17 FOR SITE MANAGEMENT, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2016 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

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

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

WHEREAS, the FMAAA has prepared an Agreement to provide the City $28,000 in funding for the Site Management of Senior Services; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Agreement with the FMAAA for Site Management, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. Participation in the activities contemplated by this Agreement as of July 1, 2016, is hereby ratified.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

* * * * * * * *

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2016-17 FOR THE TRANSPORTATION PROGRAM, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2016 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

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

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

WHEREAS, the FMAAA has prepared an Agreement which provides the City $10,195 in funding for the Transportation Program; and

WHEREAS, the Agreement is in the best interests of the City, the FMAAA and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The Agreement with the FMAAA for the Transportation Program, a copy of which is on file in the Office of the City Clerk and is referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. Participation in the activities contemplated by this Agreement as of July 1, 2016, is hereby ratified.
5. This resolution is effective immediately upon adoption.

* * * * * * * *

Agency on Aging
Serving Fresno & Madera
Connecting the Community

Fiscal Year 2016-2017 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 17-0143
Adult Day Care

Documents Required to Execute Contract

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

The following contract documents require signatures and entries on both sets of documents.
*Enter original signatures in ink on **both** sets of documents; make required entries on each form.*

- ☐ **Page 2, Area Plan Grant Award Contract**
  Two Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
  Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Certification**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Contractor/Vendor Confidentiality Statement**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
  Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A)

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

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

Please attach two sets of the following to this page:

- ☐ 1. **Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- ☐ 2. **Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ 3. **Organizational chart**, *including names and position titles for contracted program*
- ☐ 4. **Job Description and Resume** *of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*
- ☐ 5. **List of Governing Board members**
- ☐ 6. **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ 7. **Current Program Newsletter and/or Flyer** *used to promote the contracted program*

Area Plan Grant Award

Table of Contents

Documents Required to Execute Contract i

CONTRACT 1

AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION 3

Article I. Definitions and Resolutions of Language Conflicts 3
Article II. Agreement 5
Article III. Term of Agreement 5
Article IV. Reasonableness of Compensation 6
Article V. Assurances 6
Article VI. Funds 22
Article VII. Budget and Budget Revision 26
Article VIII. Payments 30
Article IX. Subcontracts 31
Article X. Records and Reports 32
Article XI. Property 34
Article XII. Access 36
Article XIII. Monitoring and Evaluation 36
Article XIV. Audits 37
Article XV. Insurance 42
Article XVI. Donations 44
Article XVII. Termination 44
Article XVIII. Remedies and Appeal Process 47
Article XIX. Amendments, Revisions or Modifications 48
Article XX. Noticing 49

Area Plan Grant Award

Table of Contents (Continued)

APPENDICES

Resolution of Authorization to Contract ..... Appendix A
Certification ..... Appendix B
Contractor/Vendor Confidentiality Statement ..... Appendix C
Method of Providing Audit Compliance ..... Appendix D
Required Reports and Due Dates ..... Appendix E
Sanction Policy ..... Appendix F
Appeal Procedure for Service Providers ..... Appendix G
Fresno-Madera Area Agency on Aging Contact List for Service Providers ..... Appendix H
Fresno-Madera Area Agency on Aging Emergency Contact Information ..... Appendix I
Community Focal Points List ..... Appendix J
Request for Taxpayer Identification Number and Certification ..... Appendix K

EXHIBITS

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

CONTRACT BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

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

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

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

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2016 to June 30, 2017, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2016 through June 30, 2017 period may be incurred after June 30, 2017.

D. Maximum funds available for the following programs:

Approved by Fresno-Madera Area Agency on Aging Governing Board on June 23, 2016			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III B Supportive Services, Federal CFDA No. 93.044		
Service	**Agency on Aging Contract No.**	**Funding Period**	**Grant Amount**
Adult Day Care	17-0143	July 2016 – June 2017	$33,368

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

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

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.	Date
Mary Anne Seay	Director, Parks and Community Services Department
Type Name	Title

Signature of Authorized Contracting Official *(Refer to Appendix A)*	Date
Robert L. Poythress	Mayor
Type Name	Title

94-6000365
Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jean Robinson	Executive Director
Type Name	Title

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

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

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

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

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

D. "CCR" means California Code of Regulations.

E. "CFR" means Code of Federal Regulations.

F. "GC" means California Government Code.

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

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

I. "OAA" means Older Americans Act.

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

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

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

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

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

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

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

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

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

O. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.

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

Q. "USC" means United States Code.

R. "W&I" means California Welfare and Institutions Code.

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

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

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

2. Other applicable federal statutes and their implementing regulations.

3. Older Californians Act.

4. Title 22 CCR §7000 et. seq.

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

6. Any other documents incorporated herein by reference, including the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement (http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf).

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

ARTICLE II. AGREEMENT

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

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

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

ARTICLE III. TERM OF AGREEMENT

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

B. The term of this Agreement is from July 1, 2016, through June 30, 2017, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.

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

ARTICLE IV. REASONABLENESS OF COMPENSATION

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

ARTICLE V. ASSURANCES

A. Agreement Authorization

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

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

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary

of State of California and shall maintain that status throughout the term of the Agreement.

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

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

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

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

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

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

C. Debarment, Suspension, and Other Responsibility Matters

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

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

b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

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

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

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

keep in effect all licenses, permits, notices, and certificates that are required by law.

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

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

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

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

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

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

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

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

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment

Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC-307), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

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

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

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

   Contractor shall, unless exempted, ensure compliance with the requirements of Government Code §11135-11139.5, and 22 CCR §98000 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323, Chapter 182, Stats. 2006]

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

4. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and

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

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

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

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

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

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

H. Information Integrity and Security

1. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, §5300-5365.3; GC §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18, Protection of Information Assets.

Information assets include, but are not limited to:

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

b. Information stored in any media form, paper or electronic.

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure) any data collected under this Agreement that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

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

b. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

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

d. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

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

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

4. Training/Education

a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

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

Training must be completed within thirty (30) days of the start date of any new employee, subcontractor, or volunteer. If Internet access is not available, a hard copy of the training module is available from the Agency on Aging and may be provided to employees, subcontractors, and/or volunteers for their completion. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates.

b. The Contractor may substitute CDA's Information Security Awareness Training program with its own information security training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

c. All employees and volunteers who handle personal, sensitive, or confidential information relating to the CDA's and the Agency on Aging's programs must participate in Information Security Awareness Training.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

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

7. Security Incident Reporting

   A security incident occurs when CDA and/or Agency on Aging information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected.

8. Notification of Security Breach to Data Subjects

   a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.

   b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary, measures to restore system integrity are required.

   c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

9. Software Maintenance

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

10. Electronic Backups

    The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

11. Provisions of Information Integrity and Security

    The provisions contained in Article V, Section H, *Information Integrity and Security,* shall be included in all contracts of both the Contractor and its subcontractors that relate to this Agreement.

I. Copyrights

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

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

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

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

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are

first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

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

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

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

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

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (CCC-1005) of Appendix B, *Certification*, which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of $100,000

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

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

   b. Clean Water Act, as amended. [33 USC §1251]

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

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

   e. Public Contract Code §10295.3.

L. Lobbying Certification

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

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

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

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors

shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

M. Conflict of Interest

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

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

N. Covenant Against Contingent Fees

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

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

O. Facility Construction or Repair

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

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

      i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §276c] [29 CFR §3];

      ii) Davis-Bacon Act [40 USC §276a to 276a-7] [29 CFR §5];

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

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

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

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

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

Q. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older

individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:

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

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

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

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

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

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

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

a. Amount or duration of a service.

b. Denial or discontinuance of a service.

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

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

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

R. Disaster Plan

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

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

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

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

S. Community Focal Points

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

ARTICLE VI. FUNDS

A. Expenditure of Funds

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

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

3. Travel Reimbursement

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

      In State:

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

      Out of State:

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

   b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]

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

B. Accountability for Funds

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

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

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

4. Financial Management Systems

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

   a. Financial Reporting.

   b. Accounting Records.

   c. Complete Disclosure.

   d. Source Documentation.

   e. Internal Control.

   f. Budgetary Control.

   g. Cash Management (written procedures).

   h. Allowable Costs (written procedures).

C. Unexpended Funds

1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act

funds will remain unexpended at the ending date of this Agreement.

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

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

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

D. Funding Contingencies

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

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

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

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

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

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

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

ARTICLE VII. BUDGET AND BUDGET REVISION

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

B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2017.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

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

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

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital

improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414] [45 CFR §75.414]

D. Program Specific Funds

1. Program Income

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

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

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

d. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

e. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.

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

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

h. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for

program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

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

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

      1) The purchase of equipment that enhances the delivery of services to the eligible service population.

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

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

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

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

E. Line Item Budget Transfers

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

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

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

F. Matching Contributions

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

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

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

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

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

   a. Title III B Supportive Services, Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

   b. Title III E Family Caregiver Support Program: Approximately ninety percent (90%) of the sum of the grant award.

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

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

ARTICLE VIII. PAYMENTS

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

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

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

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

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

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

G. Closeout

1. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2017. If Agreement is terminated or cancelled prior to June 30, 2017, the *Financial Closeout Report* shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

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

ARTICLE IX. SUBCONTRACTS

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

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

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

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

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

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

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

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

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

ARTICLE X. RECORDS AND REPORTS

A. Records

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

2. All such records must be maintained and kept available by the Contractor as follows:

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

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

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

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

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

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

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

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

B. Reports

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

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

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

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

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

ARTICLE XI. PROPERTY

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

B. Property meeting all of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year.

2. Has a unit acquisition cost of at least $500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).

3. Is used to conduct business under this Agreement.

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

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

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

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

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

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

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

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

H. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

I. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.

J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

K. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property or equipment to the Agency on Aging via a written report. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.

L. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.

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

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

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

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

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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

ARTICLE XII. ACCESS

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

ARTICLE XIII. MONITORING AND EVALUATION

A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said

monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.

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

ARTICLE XIV. AUDITS

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

A copy shall be submitted to the:

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

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

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

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

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The

Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

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

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

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

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

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

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

93.053 Nutrition Services Incentive Program (NSIP)

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

C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general

ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.

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

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

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

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

3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).

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

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

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

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

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

e. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.305.

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

[2 CFR §200.302] [45 CFR §75.302]

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

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

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

1. Performed timely: Not less frequently than annually and a report submitted timely The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR §200.512] [45 CFR §75.515]

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

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

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

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

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

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

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

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

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

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

[2 CFR 200.425] [45 CFR §75.425]

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

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

ARTICLE XV. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

   Professional Liability coverage is exempt from this requirement.

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

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

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

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

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

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

Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

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

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

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

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

4. Each Service Provider will:

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

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

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

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

ARTICLE XVII. TERMINATION

A. Termination Without Cause

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

be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

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

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

B. Termination for Cause

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

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

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

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

   d. Failure to comply with reporting requirements.

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

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

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

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

i. The commission of an act of bankruptcy.

j. Finding of debarment or suspension.

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

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

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

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

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

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

D. Contractor's Obligation After Notice of Termination

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

   The Contractor shall:

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

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

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

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

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

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

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

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

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

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

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

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

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

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

D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the

Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.

C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the City of Madera
(Service Provider)

hereby authorizes Robert L. Poythress, Mayor
(Name/Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2016, to June 30, 2017, including any subsequent amendments and all necessary supporting documents.

_____
Name of Chair ***(Please Print)***
Governing Board

_____ _____
Signature of Chair **Date**
Governing Board

APPENDIX B

CERTIFICATION (CCC-1005)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

City of Madera	94-6000365
Contractor/Bidder Name (Typed)	*Federal ID*

By (Authorized Signature)

Mary Anne Seay, Director of Parks and Community Services Department

Name & Title of Person Signing (Typed)

	Madera
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future Fresno-Madera Area Agency on Aging (Agency on Aging) agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the Agency on Aging.

Failure to make a good faith effort may be cause for non-renewal of an Agency on Aging contract for legal services, and may be taken into account when determining the award of future contracts with the Agency on Aging for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the Agency on Aging.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the

Agency on Aging pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at http://www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Agency on Aging, the California Department of Aging, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not a state agency or other governmental entity.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

City of Madera	17-0143
Contractor/Vendor Name (Typed)	*Contract Number*
Authorized Signature	*Date*

Mary Anne Seay, Director of Parks and Community Services Department

Name and Title of Person Signing (Typed)

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (Agency on Aging) hereby requires the Contractor/Vendor to certify that:

- The Contractor/Vendor will provide annual confidentiality training for all employees and volunteers who handle personal, sensitive, or confidential information, as per Article V. Section H, *Information Integrity and Security*, of this Agreement.
- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to the Agency on Aging by completing CDA Form 1025, Security Incident Report.
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with the Agency on Aging.
- The Agency on Aging or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- I agree to protect the following types of confidential information which include, but are not limited to:
  - Social Security number.
  - Medical information.
  - Claimant and employer information.
  - Driver's License information.
  - Information about individuals that relates to their personal life or identifies or describes an individual.
  - Other agencies' confidential and proprietary information.
  - Criteria used for initiating audit selection.
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
  - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.

- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
  - Securing confidential information in approved locations.
  - Never removing confidential information from the work site without authorization.

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

Please place an **X** in the appropriate box:

- [x] An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

- [ ] An independent audit shall be performed and a copy submitted to the Agency on Aging.

- [ ] All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date → June (Month) | 30 (Day) | 2017 (Year)

APPENDIX E
Required Reports and Due Dates

Fiscal Reports

*Expenditure Reports by Program

Title III B, Title III C, Title III D, and Title VII Programs ***Due 15th of each month***
- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program ***Due 15th of each month***
- Title III E Monthly Report of Expenditures

Title V Senior Community Service Employment Program ***Due 10th of each month***
- Monthly Expenditure Report and Request for Funds *(CDA 29)*

Health Insurance Counseling and Advocacy Program ***Due 15th of each month***
- HICAP Monthly Report of Expenditure/Request for Funds *(CDA 245)*

Long-Term Care Ombudsman Program ***Due 15th of each month***
- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund *(CDA-OMB-300)*

** Payments are made on or about the 20th of the month, or the following business day if the 20th falls on a holiday or weekend, for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
  - Due by March 15th
- **Annual Financial Close Out Report**
  - Due by July 15th with exception of HICAP
    - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
    - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
  - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property**
  - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E
Required Reports and Due Dates

Program Reports

Monthly Service Unit Report *(Form 186M)* *Due 7th working day of each month*

- **Title III B Adult Day Care**
  - Attach Q Monthly Service Roster
  - Attach associated Client Intake Forms
  - Attach Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**
- ***Health Insurance Counseling and Advocacy Program (HICAP)**
  - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

**Due date subject to California Department of Aging notifications*

Monthly Title III C Elderly Nutrition Program Reports *Due 7th working day of each month*

- Q Monthly Service Roster
- Daily Sign-In Sheets
- Associated Client Intake Forms
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Cash Count Sheet
- Food Preparation Center Food Service
- Check Sheet

Quarterly Reports *Due 15th of each month*

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022)*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*
- ****Title V Senior Community Service Program** Quarterly Service Unit Report *(Form 186Q)*
  - Attach final Quarterly Progress Report from SPARQ system
- **Title V Senior Community Service Program** Quarterly Narrative Report

***Due date subject to California Department of Aging notifications*

Quarterly Reports *Due 30th of each month*

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:

1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
2. Financial reports do not include program income and the required match of funds;
3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.

B. Is not financially stable;

C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;

D. Has not conformed to terms and conditions of previous awards; or

E. Is otherwise not responsible, for which examples include, but are not limited, to:

1. Financial or program reports are late, incorrect, or incomplete;
2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
3. Corrective action plans are not implemented by the due date;
4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or

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

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

A. Withholding of funds;

B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;

C. Requiring preparation and implementation of an acceptable corrective action plan;

D. Additional contract monitoring;

E. Requiring the Contractor to obtain technical or management assistance;

F. Establishing additional prior approvals; and/or

G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

A. The nature of the sanctions;

B. The reason(s) for imposing them;

C. The effective date of the sanctions;

D. The legal or contractual citation upon which the sanction is based;

E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and

F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Title V Contract; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G

FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:

1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
3. Denial of an application to provide services when any of the following exist:
    a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
    b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
    c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.

D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.

B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.

C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:

1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and
3. Provide written notification of its determination to the service provider.

E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:

1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;

2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.

1. The hearing before the Agency on Aging Governing Board shall consist of:

a) Receipt and review of all previously submitted documents concerning the appeal;

b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;

c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.

2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.

   a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

Appendix H

Fresno-Madera Area Agency on Aging
3837 N. Clark St., Fresno, CA 93726

Contact List for Service Providers

Telephone Number for All Contacts: (559) 600-4405

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Administrative & Program Monitoring (excluding Nutrition) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Adam Vinogradoff Administrative Analyst Email: avinogradoff@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Site Monitoring Nutrition Supply Order Forms
Cory Scholtes Peggy Bakeman Program Coordinators Email: cscholtes@fmaaa.org pbakeman@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

Appendix I

Fresno-Madera Area Agency on Aging
Emergency Contact Information

Information and Assistance:	(559) 600-4405 (800) 510-2020

Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	PO Box 28093 Fresno, CA 93729
After Hours Phone:	(559) 930-5847

Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	2942 E. Swift Ave. Fresno, CA 93726
After Hours Phone:	(559) 222-1468

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals.* (42 USC Section 3002 (21))

PSA 14 Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging (includes Senior Resource Center/Sierra Resource Campus)	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

Request for Taxpayer Identification Number and Certification

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
City of Madera

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
205 W. 4th Street

Requester's name and address (optional)
Fresno-Madera Area Agency on Aging
3837 N. Clark St.
Fresno, CA 93726

6 City, state, and ZIP code
Madera, CA 93637

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
9	4	-	6	0	0	0	3	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor[4]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit A

TITLE III B PROGRAM EXHIBIT
Adult Day Care

I. Definitions Specific to Title III B Programs:

A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC Section 3001-3058]; the Code of Federal Regulations (CFR) [45 CFR 1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; and California Department of Aging Program Memoranda.

B. **Title III B (Supportive Services)** is defined as a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]

C. **Priority Services for Title III B** are defined as those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services, such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7].

E. **Adult Day Care** is defined as personal care for dependent older adults in a supervised, protective, and congregate setting during some portion of a day. The unit of measurement is one hour.

F. **Unduplicated Client Count** is defined as a new person served. A client is considered new, only once within the fiscal year, when he/she first utilizes a covered service. A client, who has never been previously registered as a client for the service in the current fiscal year, may be counted as unduplicated.

II. Scope of Work

A. The service provider is charged with providing Adult Day Care as a community-based program that provides non-medical care to persons 60 years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living (ADL) or for the protection of the individual on less than a 24-hour basis.

B. The service provider will provide Adult Day Care by offering social and recreational activities for older adults is a supervised, protective, and congregate setting during some portion of a 24-hour day.

Adult Day Care activities include:

- Social and recreational activities;
- Health monitoring;
- Supervision
- Assistance with ADL training;
- Counseling;
- Provision of personal care; and
- Provision of a noon meal and snacks on days of attendance.

C. Activities will be designed to encourage participant interaction and:

1. Seek to establish, maintain, or improve the participant's sense of usefulness;

2. Stimulate the participant's desire to use their physical and mental abilities to the fullest; and

3. Promote the participant's sense of self-respect.

D. The service provider will conduct an assessment of each individual's functional capacities and impairments prior to program participation.

E. The service provider will develop an individualized written service plan for each participant within thirty days of the participant's first date of service, and review the service plan at least once annually.

F. The service provider will make information and referral services available to program participants and their families.

G. The service provider must provide program staff with initial training on working with older adults, participants' rights, safety, and accident prevention.

H. The service provider must provide program staff with annual training in the use of fire extinguishers, administering written procedures for emergencies and evacuations, and an updated list of public safety and first responder phone numbers.

I. The service provider must submit complete, accurate, and timely fiscal and program reports to the Fresno-Madera Area Agency on Aging as listed in Appendix E of this Agreement.

J. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

III. Additional Assurances

A. The service provider for Adult Day Care must be licensed by the Community Care Licensing Division of the California Department of Social Services, and maintain this license in good standing with the state.

B. The service provider must ensure that the total number of participants served each day does not exceed the program facility's licensed capacity.

C. A space, such as a library, study room, or place adjacent to the activity, must be provided for clients who are not actively participating in planned activity programs.

D. If outdoor activity space is provided, the space must provide protection from traffic, provide a shaded rest area for clients, and be free of hazards.

E. The service provider must have a plan in place for communication with program participants who speak languages other than those spoken by direct-care staff.

F. The service provider must have a procedure in place for determining when the participant can no longer be served safely or adequately by the program, and for handling the participant's exit from the program.

G. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

Exhibit B

Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please return two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

(Revised June 2015)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2016-17

CONTRACTING AGENCY: City of Madera — **CONTRACT NO:** 17-0143

PROGRAM: Title III B - Adult Day Care — **REVISION NO:**

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
1. Community Service Manager	Salary	100.0%	70,868	5.00%				3,540		3,540
2. Community Service Coordinator	Salary	100.0%	50,611	10.00%				5,060		5,060
3. Office Assistant	Salary	100.0%	36,369	5.00%				1,818		1,818
4. Program Leader II	Salary	62.5%	15,985	44.21%	4,906	2,161				7,067
5. Program Leader II	Salary	62.5%	15,985	44.21%	4,906	2,161				7,067
6. Program Leader I	Salary	62.5%	13,375	44.22%	4,653	1,262				5,915
7. Program Leader I	Salary	62.5%	13,375	44.22%	4,653	1,262				5,915
8. Program Leader I	Salary	62.5%	13,375	44.22%	4,653	1,262				5,915
9. Program Leader I	Salary	62.5%	13,375	44.22%	4,653	1,262				5,915
10.	Salary									
	Total Salaries		*Page 2 Line 1 a ----->*		28,424	9,370		10,418		48,212
	Total Payroll Taxes		*Page 2 Line 1 b ----->*		3,878	1,279		1,115		6,272
	Total Benefits		*Page 2 Line 1 c ----->*		1,066	351		5,840		7,258
TOTAL PERSONNEL COSTS			*Page 2 Line 1 -----*		33,368	11,000		17,374		61,742

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2016-2017

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Adult Day Care
CONTRACT NO: 17-0143
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	28,424	9,370		10,418		48,212	
b. Payroll Taxes	3,878	1,279		1,115		6,272	
c. Employee Benefits & Work. Comp.	1,066	351		5,840		7,257	
1. PERSONNEL COSTS	33,368	11,000		17,373		61,741	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	33,368	11,000		17,373		61,741	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	33,368	11,000		17,373		61,741	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of $500 including taxes, shipping and installation)
** List all proposed purchases on page 4 of single or individual items with a cost in excess of $100 including taxes, shipping and installation.

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2016-17

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Adult Day Care

CONTRACT NO: 17-0143
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	33,368	
2. Program Donations:		
Current Year Program Donations	11,000	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	17,373	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	61,741	
Total from Page 2, Columns F and G	61,741	
Variance (must be zero)	0	0

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPIES AND EQUIPMENT PURCHASES: FY 2016-17

CONTRACTING AGENCY: City of Madera CONTRACT NO: 17-0143

PROGRAM: Title III B - Adult Day Care REVISION NO:

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
f								
g								
h								
i								
j								
k								
l								
m								
n								
o								
p								
q								
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

Exhibit C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM & SERVICE: Title III B Supportive Services: Adult Day Care

SERVICE PROVIDER: City of Madera

CONTRACT NUMBER: 17-0143

CONTRACT EFFECTIVE: July 1, 2016 to June 30, 2017

Goal: To assist licensed Adult Day Care (ADC) centers with the costs of serving people 60 years of age or older in order to maintain optimal capacity for self care and continue to live in the community rather than being placed in a long-term care institution.

SERVICE	DEFINITION
Adult Day Care	Adult Day Care is defined as personal care for dependent older adults in a supervised, protective, and congregate setting during some portion of a day.

SERVICE	NAPIS ID	UNDUPLICATED INDIVIDUALS TO BE SERVED	UNITS OF SERVICE TO BE PROVIDED	UNIT OF MEASURE
Adult Day Care	5	14	10,200	1 Hour

Exhibit D

PROGRAM COST EFFICIENCY

Complete a Program Cost Efficiency form for each contracted program. If more than one service location, include the total number of contracted program service units for all service locations.

Contract Effective: July 1, 2016 through June 30, 2017

Service Provider: City of Madera

Contract Number: 17-0143

Service: Adult Day Care

FMAAA Grant Funds	$33,368
Total Program Service Units	10,200
*Cost per Unit of Service	$3.27

**FMAAA* Grant Funds divided by Total Program Service Units*

Grant funds received from the FMAAA and all other sources	
Total Program Service Units	10,200
**Cost per Unit of Service	

***Grant funds from all funding sources divided by Total Program Service Units*

Exhibit E
Program Narrative

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	**Year Established**

2. S

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.

Program/Service	# of Years
Congregate Nutrition	32
Transportation	17
Computer Classes	4
Recreational / Leisure Activities	32

ERVICE AREA

Where will the contracted program be provided?

Street Address	City	Zip Code
Madera Adult Day Care Center 322 West 6th Street	Madera	93637

Exhibit E
Program Narrative

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	X	X	X
Spanish	X	X	X
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other:_____			

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?
The center has bi-lingual staff and if needed, additional City of Madera staff is available to assist. When needed, we will call the family for interpretation and assistance.

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?
Through group activities the participant can watch others do the activity and they can follow along and participate. Staff will work with families whose primary language is other than English/Spanish and ask for them to make 3x5 cards of everyday questions their loved one might ask to assist. We can also call family when needed to interpret

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*
The information that is gathered for Fresno-Madera Area Agency on Aging (FMAAA) and Community Care Licensing is done privately in an office or at the client's home.

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
The required forms are prepared, and then placed in an individual client binder and then secured in a locked file cabinet

Exhibit E
Program Narrative

Contracted Program:	Adult Day Care

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.
Monday thru Friday group activities are done which stimulate the client's mind and body through therapeutic programs, i.e. socialization, music, exercise, trivia, reminiscing, crafts, and games.

What was the primary accomplishment achieved by the contracted program in the past year?
Though marketing a bi-lingual program, our Spanish speaking only clients have increased this past year. Staff has done an excellent job in helping our clients feel welcomed and has engaged everyone in group activities supporting the different languages. We are meeting the needs of our Spanish speaking community and thus giving respite to families.

Please describe another accomplishment achieved by the contracted program in the past year.
Staff has worked with several clients' family members who wanted to provide plants and flowers for a garden. The outcome has been for two raised flower containers to grace the front of the building, thus making a more pleasurable site for clients and families.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.
A family came to us in distress, not knowing what to do with a family member and the person she was caring for. The family member had been caring for their mother and she was worn out and the family was looking to place the Mother in a convalescent home. Though our assistance and program, we have the Mother three days a week and the caregiver is now having free time to follow her dreams of going back to school and enjoying her time of rest.

Exhibit E
Program Narrative

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Ozzie Naranjo	Community Programs Manager
Corinne Long-Folk	Community Programs Coordinator
Marylin Hall-Zunino	Administrative Assistant
Gloria Luengas	Program Leader II
Adela Brown	Program Leader II
Monica Estrada	Program Leader I
Lilibeth Aguilar	Program Leader I
Carolyn Perez	Program Leader I
Marissa Easterbrook	Program Leader I

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Ozzie Naranjo	Community Programs Manager
Name	*Title*

(559) 661-5495	onaranjo@cityofmadera.com
Telephone Number	*E-mail Address*

→ ***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

Exhibit E
Program Narrative

8. SERVICE PROVIDER TIME FRAME

What days and hours will the <u>contracted program</u> be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Madera Adult Day Care Center 322 West 6th Street	M-T-W-Th-F	7:30 am	5:30 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2016	7/4/16	24
August 2016		23
September 2016	9/5/16	21
October 2016	10/10/16	20
November 2016	11/11/16; 11/24/16; 11/25/16	19
December 2016	12/26/16	21
January 2017	1/2/17; 1/16/17	20
February 2017	2/20/17	19
March 2017		23
April 2017		20
May 2017	5/29/17	22
June 2017		22
Total Days of Contracted Service to be Provided under this Agreement:		**254**

Exhibit E
Program Narrative

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.
1. Due to transportation issues, we did not have the after school program come for our inter-generational activities to the Day Center as planned. 2. Due to our family's schedules, it was difficult to plan the annual picnic in the park for the family/client recreational time. Along with that, the park was not going to work as planned as the bathrooms are not convenient for our type of clients who need assistance.

How would participants of the contracted program benefit from these improvements?
1. Through the inter-generational activity, our clients would have fun working with the youth in a specific project and thus the youth would enjoy assisting the elderly and making memories for all. 2. By providing a day of recreation for client and caregiver, they would have fun and laughter together and thus relieving some stress for the caregiver.

Describe the specific steps your organization will take to make these improvements during the current fiscal year.
1) We recently acquired a 10 seat van that would assist in transportation of the after school youth to our site. We can plan an inter-generational program for four (4) times a year. 2) Working with the families to schedule a day to have a picnic at the John Wells Youth Center where there are more accessible bathroom requirements for our clients and families.

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.
1) The inter-generational activities success can be measured by the willingness of the youth wanting to participate with the seniors and the response from our clients will provide the needed information to measure the success of the program. 2) By providing the families with an informational survey that will collect the data regarding the success of the picnic through their response. Also, by having a tailgate meeting with staff to gather their input and ideas.

Exhibit E
Program Narrative

Exhibit E
Program Narrative

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

Targeted Group of Older Individuals	How will the Targeted Group be informed of the contracted program & encouraged to participate?	Month(s) Scheduled
Reside in rural areas	Information is listed in the activity guide and are disseminated at rural commodities/food distribution sites, posted on facebook, ADC monthly support group and Madera CAPMC	Monthly
Greatest economic need *(Income level at or below the federal poverty line)*	Activity guide is given out at food distributions, senior centers, business expo, two annual senior BBQ's, and posted on facebook. MCH Home Health, Camarena Health Center, Farmer's market, Home delivered meals are given the ADC brochure	Ongoing Sept '16 May '17 June '17
Greatest social need *(Need caused by non-economic factors)*	Activity guide is given out at food distributions, senior centers, business expo, two annual senior BBQ's, and posted on facebook. MCH Home Health, Camarena Health Center, Farmer's market, Home delivered meals, monthly support group, are given the ADC brochure	Ongoing Sept '16 May '17 June '17
Native Americans	Activity guide and ADC Brochure are given out during the Camarena Health Fair, and the Business Expo. The information is posted on facebook	Ongoing July '16 June '17
Minorities with greatest economic and/or social need	ADC program is listed in the activity guide which is handed out at local senior centers, weekly food distribution, monthly commodities, posted on facebook. Provided to health agencies, health fairs, Senior BBQ's, and home delivered meals.	Ongoing Sept '16 May '16
Limited English proficiency	ADC is listed in the activity guide and the guide is published in English and Spanish. The program is also listed on our facebook page	Ongoing
Severe disabilities *(Severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)*	ADC program information is provided to the agencies that serve disabilities: ARP, Madera Home Health, Behavioral Health, Mental Health services and Home Delivered Meals	Ongoing
Alzheimer's disease or related disorders with neurological & organic brain dysfunction (and the caregivers of these individuals)	ADC brochure is given to all potential and current participants families, support groups, senior centers, VCRC, Business Expo, Health agencies, Movies in the Park, and health fairs	Ongoing July '16 August '16 May '17 June '17
Lesbian, gay, bisexual, or transgender	Posting on facebook about the ADC program, along with brochure to Home delivered meal clients. Information is sent to www.gayfresno for posting on their website	Ongoing

Exhibit E
Program Narrative

Exhibit F

Service Provider Emergency Resource Information

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Adult Day Care and Respite Center
Street Address	322 West 6th Street
City/ST/Zip	Madera, CA 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Manager	E-mail	onaranjo@cityofmadera.com
Office Phone	(559) 661-5495	Cell Phone	

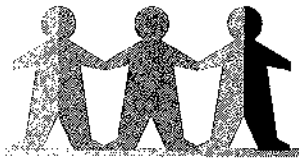
Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	cfolk@cityofmadera.com
Office Phone	(559) 661-5489	Cell Phone	

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB Radio
X	Emergency First Aid		Ham Radio
	Cooking Facilities		Internet Access
X	Distribution Site for Food & Water	X	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?		X
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals to disaster services?		X
Does this site have a dedicated vehicle that is lift-equipped?		X
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	X	

How many people can this facility provide emergency shelter for?	20
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster: N/A



Connecting the Community

Fiscal Year 2016-2017 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 17-0147
Site Management

Documents Required to Execute Contract

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

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

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

- ☐ **Page 2, Area Plan Grant Award Contract**
  Two Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
  Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Certification**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Contractor/Vendor Confidentiality Statement**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
  Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A)

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

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

Please attach two sets of the following to this page:

- ☐ 1. **Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- ☐ 2. **Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ 3. **Organizational chart**, *including names and position titles for contracted program*
- ☐ 4. **Job Description and Resume** *of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*
- ☐ 5. **List of Governing Board members**
- ☐ 6. **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ 7. **Current Program Newsletter and/or Flyer** *used to promote the contracted program*

Area Plan Grant Award

Table of Contents

Documents Required to Execute Contract i

CONTRACT 1

AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION 3

Article I.	Definitions and Resolutions of Language Conflicts	3
Article II.	Agreement	5
Article III.	Term of Agreement	5
Article IV.	Reasonableness of Compensation	6
Article V.	Assurances	6
Article VI.	Funds	22
Article VII.	Budget and Budget Revision	26
Article VIII.	Payments	30
Article IX.	Subcontracts	31
Article X.	Records and Reports	32
Article XI.	Property	34
Article XII.	Access	36
Article XIII.	Monitoring and Evaluation	36
Article XIV.	Audits	37
Article XV.	Insurance	42
Article XVI.	Donations	44
Article XVII.	Termination	44
Article XVIII.	Remedies and Appeal Process	47
Article XIX.	Amendments, Revisions or Modifications	48
Article XX.	Noticing	49

Area Plan Grant Award

Table of Contents (Continued)

APPENDICES

Resolution of Authorization to Contract ..... Appendix A
Certification ..... Appendix B
Contractor/Vendor Confidentiality Statement ..... Appendix C
Method of Providing Audit Compliance ..... Appendix D
Required Reports and Due Dates ..... Appendix E
Sanction Policy ..... Appendix F
Appeal Procedure for Service Providers ..... Appendix G
Fresno-Madera Area Agency on Aging Contact List for Service Providers ..... Appendix H
Fresno-Madera Area Agency on Aging Emergency Contact Information ..... Appendix I
Community Focal Points List ..... Appendix J
Request for Taxpayer Identification Number and Certification ..... Appendix K

EXHIBITS

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

CONTRACT BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

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

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

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

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2016 to June 30, 2017, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2016 through June 30, 2017 period may be incurred after June 30, 2017.

D. Maximum funds available for the following programs:

Approved by Fresno-Madera Area Agency on Aging Governing Board on May 19, 2016			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045		
Service	**Agency on Aging Contract No.**	**Funding Period**	**Grant Amount**
Site Management *(Two Sites)	17-0147	July 2016 – June 2017	$28,000

*Frank Bergon Senior Center, Pan American Community Center

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

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

FOR SERVICE PROVIDER:

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

94-6000365
Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature	Date
Jean Robinson	Executive Director
Type Name	Title

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

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

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

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

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

D. "CCR" means California Code of Regulations.

E. "CFR" means Code of Federal Regulations.

F. "GC" means California Government Code.

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

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

I. "OAA" means Older Americans Act.

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

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

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

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

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

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

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

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

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

O. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.

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

Q. "USC" means United States Code.

R. "W&I" means California Welfare and Institutions Code.

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

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

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

2. Other applicable federal statutes and their implementing regulations.

3. Older Californians Act.

4. Title 22 CCR §7000 et. seq.

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

6. Any other documents incorporated herein by reference, including the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement (http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf).

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

ARTICLE II. AGREEMENT

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

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

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

ARTICLE III. TERM OF AGREEMENT

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

B. The term of this Agreement is from July 1, 2016, through June 30, 2017, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.

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

ARTICLE IV. REASONABLENESS OF COMPENSATION

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

ARTICLE V. ASSURANCES

A. Agreement Authorization

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

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

B Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary

of State of California and shall maintain that status throughout the term of the Agreement.

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

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

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

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

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

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

C. Debarment, Suspension, and Other Responsibility Matters

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

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

b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

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

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

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

keep in effect all licenses, permits, notices, and certificates that are required by law.

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

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

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

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

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

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

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

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

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment

Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC-307), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

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

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

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

   Contractor shall, unless exempted, ensure compliance with the requirements of Government Code §11135-11139.5, and 22 CCR §98000 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323, Chapter 182, Stats. 2006]

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

4. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and

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

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

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

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

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

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

H. Information Integrity and Security

1. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, §5300-5365.3; GC §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18, Protection of Information Assets.

Information assets include, but are not limited to:

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

b. Information stored in any media form, paper or electronic.

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure) any data collected under this Agreement that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

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

b. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

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

d. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

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

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

4. Training/Education

a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

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

Training must be completed within thirty (30) days of the start date of any new employee, subcontractor, or volunteer. If Internet access is not available, a hard copy of the training module is available from the Agency on Aging and may be provided to employees, subcontractors, and/or volunteers for their completion. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates.

b. The Contractor may substitute CDA's Information Security Awareness Training program with its own information security training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

c. All employees and volunteers who handle personal, sensitive, or confidential information relating to the CDA's and the Agency on Aging's programs must participate in Information Security Awareness Training.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

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

7. Security Incident Reporting

   A security incident occurs when CDA and/or Agency on Aging information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected.

8. Notification of Security Breach to Data Subjects

   a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.

   b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary, measures to restore system integrity are required.

   c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

9. Software Maintenance

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

10. Electronic Backups

    The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

11. Provisions of Information Integrity and Security

    The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its subcontractors that relate to this Agreement.

I. Copyrights

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

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

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

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

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are

first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

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

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

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

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

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (CCC-1005) of Appendix B, *Certification*, which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of $100,000

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

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

   b. Clean Water Act, as amended. [33 USC §1251]

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

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

   e. Public Contract Code §10295.3.

L. Lobbying Certification

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

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

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

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors

shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

M. Conflict of Interest

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

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

N. Covenant Against Contingent Fees

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

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

O. Facility Construction or Repair

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

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

      i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §276c] [29 CFR §3];

      ii) Davis-Bacon Act [40 USC §276a to 276a-7] [29 CFR §5];

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

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

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

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

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

Q. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older

individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:

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

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

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

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

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

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

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

a. Amount or duration of a service.

b. Denial or discontinuance of a service.

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

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

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

R. Disaster Plan

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

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

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

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

S. Community Focal Points

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

ARTICLE VI. FUNDS

A. Expenditure of Funds

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

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

3. Travel Reimbursement

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

      In State:

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

      Out of State:

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

   b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]

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

B. Accountability for Funds

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

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

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

4. Financial Management Systems

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

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures).

h. Allowable Costs (written procedures).

C. Unexpended Funds

1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act

funds will remain unexpended at the ending date of this Agreement.

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

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

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

D. Funding Contingencies

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

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

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

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

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

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

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

ARTICLE VII. BUDGET AND BUDGET REVISION

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

B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2017.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

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

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

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital

improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414] [45 CFR §75.414]

D. Program Specific Funds

1. Program Income

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

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

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

d. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

e. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.

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

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

h. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for

program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

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

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

      1) The purchase of equipment that enhances the delivery of services to the eligible service population.

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

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

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

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

E. Line Item Budget Transfers

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

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

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

F. Matching Contributions

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

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

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

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

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

   a. Title III B Supportive Services, Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

   b. Title III E Family Caregiver Support Program: Approximately ninety percent (90%) of the sum of the grant award.

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

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

ARTICLE VIII. PAYMENTS

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

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

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

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

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

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

G. Closeout

1. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2017. If Agreement is terminated or cancelled prior to June 30, 2017, the *Financial Closeout Report* shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

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

ARTICLE IX. SUBCONTRACTS

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

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

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

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

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

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

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

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

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

ARTICLE X. RECORDS AND REPORTS

A. Records

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

2. All such records must be maintained and kept available by the Contractor as follows:

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

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

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

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

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

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

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

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

B. Reports

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

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

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

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

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

ARTICLE XI. PROPERTY

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

B. Property meeting all of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year.

2. Has a unit acquisition cost of at least $500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).

3. Is used to conduct business under this Agreement.

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

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

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

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

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

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

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

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

H. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

I. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.

J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

K. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property or equipment to the Agency on Aging via a written report. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.

L. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.

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

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

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

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

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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

ARTICLE XII. ACCESS

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

ARTICLE XIII. MONITORING AND EVALUATION

A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said

monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.

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

ARTICLE XIV. AUDITS

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

A copy shall be submitted to the:

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

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

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

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

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The

Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

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

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

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

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

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

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

93.053 Nutrition Services Incentive Program (NSIP)

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

C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general

ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.

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

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

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

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

3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).

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

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

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

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

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

e. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.305.

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

[2 CFR §200.302] [45 CFR §75.302]

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

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

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

1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR §200.512] [45 CFR §75.515]

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

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

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

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

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

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

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

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

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

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

[2 CFR 200.425] [45 CFR §75.425]

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

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

ARTICLE XV. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

Professional Liability coverage is exempt from this requirement.

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

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

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

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

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

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

Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

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

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

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

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

4. Each Service Provider will:

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

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

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

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

ARTICLE XVII. TERMINATION

A. Termination Without Cause

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

be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

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

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

B. Termination for Cause

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

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

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

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

   d. Failure to comply with reporting requirements.

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

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

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

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

i. The commission of an act of bankruptcy.

j. Finding of debarment or suspension.

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

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

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

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

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

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

D. Contractor's Obligation After Notice of Termination

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

   The Contractor shall:

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

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

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

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

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

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

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

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

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

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

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

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

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

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

D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the

Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.

C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the City of Madera
(Service Provider)

hereby authorizes Robert L. Poythress, Mayor
(Name/Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2016, to June 30, 2017, including any subsequent amendments and all necessary supporting documents.

Name of Chair ***(Please Print)***
Governing Board

Signature of Chair
Governing Board

Date

APPENDIX B

CERTIFICATION (CCC-1005)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

City of Madera	94-6000365
Contractor/Bidder Name (Typed)	*Federal ID*

By (Authorized Signature)

Mary Anne Seay, Director of Parks and Community Services Department

Name & Title of Person Signing (Typed)

	Madera
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future Fresno-Madera Area Agency on Aging (Agency on Aging) agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the Agency on Aging.

Failure to make a good faith effort may be cause for non-renewal of an Agency on Aging contract for legal services, and may be taken into account when determining the award of future contracts with the Agency on Aging for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the Agency on Aging.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the

Agency on Aging pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at http://www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Agency on Aging, the California Department of Aging, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not a state agency or other governmental entity.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

City of Madera	17-0147
Contractor/Vendor Name (Typed)	*Contract Number*

Authorized Signature	*Date*

Mary Anne Seay, Director of Parks and Community Services Department

Name and Title of Person Signing (Typed)

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (Agency on Aging) hereby requires the Contractor/Vendor to certify that:

- The Contractor/Vendor will provide annual confidentiality training for all employees and volunteers who handle personal, sensitive, or confidential information, as per Article V, Section H, *Information Integrity and Security*, of this Agreement.
- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to the Agency on Aging by completing CDA Form 1025, Security Incident Report.
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with the Agency on Aging.
- The Agency on Aging or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- I agree to protect the following types of confidential information which include, but are not limited to:
  - Social Security number.
  - Medical information.
  - Claimant and employer information.
  - Driver's License information.
  - Information about individuals that relates to their personal life or identifies or describes an individual.
  - Other agencies' confidential and proprietary information.
  - Criteria used for initiating audit selection.
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
  - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.

- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
  - Securing confidential information in approved locations.
  - Never removing confidential information from the work site without authorization.

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

Please place an **X** in the appropriate box:

- [x] An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

- [ ] An independent audit shall be performed and a copy submitted to the Agency on Aging.

- [ ] All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date →

June	30	2017
Month	Day	Year

APPENDIX E
Required Reports and Due Dates

Program Reports

Monthly Service Unit Report *(Form 186M)* *Due 7th working day of each month*

- **Title III B Adult Day Care**
  - Attach Q Monthly Service Roster
  - Attach associated Client Intake Forms
  - Attach Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**
- ***Health Insurance Counseling and Advocacy Program (HICAP)**
  - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

**Due date subject to California Department of Aging notifications*

Monthly Title III C Elderly Nutrition Program Reports *Due 7th working day of each month*

- Q Monthly Service Roster
- Daily Sign-In Sheets
- Associated Client Intake Forms
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Cash Count Sheet
- Food Preparation Center Food Service
- Check Sheet

Quarterly Reports *Due 15th of each month*

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022)*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*
- ****Title V Senior Community Service Program** Quarterly Service Unit Report *(Form 186Q)*
  - Attach final Quarterly Progress Report from SPARQ system
- **Title V Senior Community Service Program** Quarterly Narrative Report

***Due date subject to California Department of Aging notifications*

Quarterly Reports *Due 30th of each month*

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter

APPENDIX E
Required Reports and Due Dates

Fiscal Reports

*Expenditure Reports by Program

Title III B, Title III C, Title III D, and Title VII Programs ***Due 15th of each month***
- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program ***Due 15th of each month***
- Title III E Monthly Report of Expenditures

Title V Senior Community Service Employment Program ***Due 10th of each month***
- Monthly Expenditure Report and Request for Funds *(CDA 29)*

Health Insurance Counseling and Advocacy Program ***Due 15th of each month***
- HICAP Monthly Report of Expenditure/Request for Funds *(CDA 245)*

Long-Term Care Ombudsman Program ***Due 15th of each month***
- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund *(CDA-OMB-300)*

** Payments are made on or about the 20th of the month, or the following business day if the 20th falls on a holiday or weekend. for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
  - Due by March 15th
- **Annual Financial Close Out Report**
  - Due by July 15th with exception of HICAP
    - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
    - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
  - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property**
  - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:

1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
2. Financial reports do not include program income and the required match of funds;
3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.

B. Is not financially stable;

C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;

D. Has not conformed to terms and conditions of previous awards; or

E. Is otherwise not responsible, for which examples include, but are not limited, to:

1. Financial or program reports are late, incorrect, or incomplete;
2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
3. Corrective action plans are not implemented by the due date;
4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or

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

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

A. Withholding of funds;

B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;

C. Requiring preparation and implementation of an acceptable corrective action plan;

D. Additional contract monitoring;

E. Requiring the Contractor to obtain technical or management assistance;

F. Establishing additional prior approvals; and/or

G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

A. The nature of the sanctions;

B. The reason(s) for imposing them;

C. The effective date of the sanctions;

D. The legal or contractual citation upon which the sanction is based;

E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and

F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Title V Contract; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G

FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:

1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.

2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.

3. Denial of an application to provide services when any of the following exist:

a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);

b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;

c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.

D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.

B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.

C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:

1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and
3. Provide written notification of its determination to the service provider.

E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:

1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;

2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.

1. The hearing before the Agency on Aging Governing Board shall consist of:

a) Receipt and review of all previously submitted documents concerning the appeal;

b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;

c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.

2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.

   a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

Appendix H

Fresno-Madera Area Agency on Aging
3837 N. Clark St., Fresno, CA 93726

Contact List for Service Providers

Telephone Number for All Contacts: (559) 600-4405

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Administrative & Program Monitoring (excluding Nutrition) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Adam Vinogradoff Administrative Analyst Email: avinogradoff@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Site Monitoring Nutrition Supply Order Forms
Cory Scholtes Peggy Bakeman Program Coordinators Email: cscholtes@fmaaa.org pbakeman@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

Appendix I

Fresno-Madera Area Agency on Aging
Emergency Contact Information

Information and Assistance:	(559) 600-4405 (800) 510-2020

Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	PO Box 28093 Fresno, CA 93729
After Hours Phone:	(559) 930-5847

Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	2942 E. Swift Ave. Fresno, CA 93726
After Hours Phone:	(559) 222-1468

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals.* (42 USC Section 3002 (21))

PSA 14 Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging (includes Senior Resource Center/Sierra Resource Campus)	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

Request for Taxpayer Identification Number and Certification

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
City of Madera

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
205 W. 4th Street

Requester's name and address (optional)
Fresno-Madera Area Agency on Aging
3837 N. Clark St.
Fresno, CA 93726

6 City, state, and ZIP code
Madera, CA 93637

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ___

or

Employer identification number
9 4 - 6 0 0 0 3 6 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor[1]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit A

TITLE III PROGRAM EXHIBIT
Title III C1 – Elderly Nutrition Program Site Management

I. Definitions Specific to Title III Programs:

A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC §3001-3058]; the Code of Federal Regulations (CFR) [45 CFR §1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; California Department of Aging Program Memoranda; and California Retail Food Code (CRFC).

B. **Title III C1 Congregate Nutrition Services** is defined as nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans. To be an eligible Title III C1 congregate nutrition site, the site must meet all of the following criteria:

1. Be open to the public [45 CFR §1321.53(b)(3)].
2. Not means test [OAA §315(b)(3)].
3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service [OAA §315(b)(4)] [22 CCR §7638.9].
4. Not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR §200.403(f)].

C. **Title III C2 Home-Delivered Nutrition Services** is defined as nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans.

D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7].

E. **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

F. **CRFC** means the California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq., California Health and Safety Code.

G. **Urban**, for purposes of this Agreement, is defined as: 1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000; and 2) and incorporated place or a census designated place with 20,000 or more inhabitants. A rural area is any area that is not defined as urban.

H. **Eligible Participant** is defined as:

1. Congregate Meals: Individuals eligible to receive a meal at a congregate nutrition site are:
    a. Any older individual (sixty (60) years of age or older).
    b. The spouse of any older individual.
    c. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

    [22 CCR §7638.7(a)(1)-(4)]

2. Home-Delivered Meals: Individuals eligible to receive a home-delivered meal are:

   a. Any older individual who is frail and homebound by reason of illness, disability, or isolation.

      i. Frail means that an older individual is determined to be functionally impaired because the individual either:

         1) Is unable to perform at least two activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring, and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; [22 CCR §7119(a)] or

         2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others. [22 CCR §7119(b)]

   b. A spouse of an eligible individual as described in item H.2.a above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual. [22 CCR §7638.7(c)(2)]

   c. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program. [22 CCR §7638.7(c)(3)]

   d. Priority shall be given to eligible older individuals as described in item H.2.a. above.

   [22 CCR §7638.7(c)]

3. Volunteer Meals

   a. The Contractor may offer a meal to a volunteer under age sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR §7638.7(b)(1)]

   b. The Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR §7638.7(b)(2)]

I. **Current Meal Rate** is defined as the current vendor meal rate plus an additional amount established by the Fresno-Madera Area Agency on Aging (Agency on Aging) to recover costs associated with this process.

J. **Eligible Meal** is defined as meals served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and complies with the most current Dietary Guidelines for Americans.

K. **Volunteer** means an individual who provides services without pay, but may receive reimbursement for expenses, and who has been provided with orientation and training in compliance with Title 22, CCR §7635.5.

II. Scope of Work

The service provider is charged with providing site management services to the "eligible service population" within the service provider's area of influence as specified in Exhibit E, Item 2 of this Agreement.

A. Assurances

1. The service provider will comply with all the Program Requirements and those required under the California Retail Food Code (CRFC).

2. Meal Count Allocation

   a. The service provider will be charged at the current established meal rate for all meals ordered in excess of the number of eligible meals served to the Eligible Participants within the Title III C program. Participant eligibility is as defined in Title 22, CCR, Article 5, §7638.7.

   b. The service provider may, at the option of the Agency on Aging, be held financially responsible (at the current meal rate) for all meals ordered which exceed the annual allocation for that site. The Agency on Aging has the option to increase or decrease the meal target allocations to individual sites in the event of changes in available funding, or changes in average service levels at individual meal sites.

   c. Only those meals that are served to an eligible participant which provide one-third (1/3) of the Dietary Reference Intakes (DRI), and comply with the most current Dietary Guidelines for Americans, are allowable and counted as meals served.

3. Site Management Responsibilities

   In compliance with Title 22, CCR, Article 5, and the Agency on Aging Nutrition Policies and Procedure Manual, the service provider will:

a. Assure accurate and timely completion of Client Intake forms, client rosters, daily meal sign-in sheets, Client Deactivation requests, and Nutrition Volunteer Summary reports for the Congregate and Home-Delivered Meals programs;

b. Verify and order meal counts for Congregate (C1) and Home-Delivered (C2) meals no later than 12:00 noon the business day prior to the service day;

c. Monitor daily meal service numbers to maintain total monthly meals ordered near or at allocation level stated in this Agreement (however, this is not to be construed that the service provider is precluded from serving above the allocation level by using donations or other sources of revenue to supplement the number of meals supported by this Agreement);

d. Comply with all Title III C Program and CRFC requirements for client eligibility, and meal service safety and sanitation practices;

e. Maintain separate and verifiable records of all program income and expenses for Congregate (C1) and Home-Delivered (C2) meals (all donations received from C1 clients must be expended on C1 costs, and all donations received from C2 clients must be expended on C2 costs);

f. Assess new and continuing home-delivered meal clients for program eligibility. Reassessments of home-delivered meal clients are to be completed quarterly, alternating two in-home visits per year with two telephone reassessments;

g. Assess new and continuing Congregate Meals clients for program eligibility. Congregate Meals client reassessments are to be conducted at least once during each fiscal year.

h. Maintain client records in a safe and confidential manner;

i. Recruit volunteers as needed to provide in-center services for the Congregate (C1) and Home-Delivered (C2) Meals programs, and provide orientation, training, and supervision. A minimum of four hours of training shall be provided annually for all volunteer food service staff, to include, at a minimum:

   i) Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Points (HACCP) principles.

   ii) Accident prevention, instruction on fire safety, first aid,

choking, earthquake preparedness, and other emergency procedures.

j. Identify and make known available services to eligible individuals through outreach efforts in their community;

k. Attend Agency on Aging Site Management in-service training meetings as required;

l. Comply with all Agency on Aging monthly memos and other Agency on Aging correspondence;

m. Procure and maintain food service and cleaning supplies inventories;

n. Post menus in a location easily seen by participants at each congregate meal site, and ensure menus are legible and easy to read in the language of the majority of the participants;

o. Not preclude the service of a congregate meal to a participant who has failed to make a reservation, when food is available;

p. Have a paid staff member, or volunteer, designated to be responsible for the day-to-day activities at each congregate meal site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place;

q. Have restrooms, lighting, and ventilation which meet the requirements of the CRFC;

r. Include procedures for obtaining the views of Congregate Meals Program participants about the services received;

s. Have equipment at congregate meal sites, including tables and chairs, that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization;

t. Provide a welcoming, pleasant dining environment for congregate meals that affords older adults an opportunity for socialization with their peers and enhancement of a healthy and enriching lifestyle; and

u. Observe any physical or emotional changes in participants' conditions and report any cases of known or suspected elder abuse to Adult Protective Services.

III. Additional Assurances

A. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

B. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement.

C. All reports required by the Agency on Aging must be submitted by the due dates listed in Appendix E of this Agreement.

D. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

IV. Approved Holidays for Nutrition Sites

There are a total of nine recognized holidays (ten days) in which food service will not be provided by central kitchens to congregate meal sites and sites are assumed to be closed:

Independence Day	Monday, July 4, 2016
Labor Day	Monday, September 5, 2016
Veterans Day	Friday, November 11, 2016
Thanksgiving Holiday	Thursday, November 24, 2016 and Friday, November 25, 2016
Christmas Holiday	Monday, December 26, 2016
New Years Holiday	Monday, January 2, 2017
Martin Luther King Jr. Day	Monday, January 16, 2017
Presidents Day	Monday, February 20, 2017
Memorial Day	Monday, May 29, 2017

Exhibit B

Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please return two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

(Revised June 2015)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2016-17

CONTRACTING AGENCY: City of Madera **CONTRACT NO:** 17-0147

PROGRAM: Title III C1 - Site Management **REVISION NO:**

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
1. Community Service Manager	Salary	100.0%	70,868	5.00%				3,543		3,543
2. Community Service Coordinator	Salary	100.0%	50,611	25.00%	12,655					12,655
3. Office Assistant	Salary	100.0%	36,369	5.00%			598	1,222		1,820
4. Program Leader II Bergon	Salary	81.3%	20,781	19.93%	3,290	852				4,142
5. Program Leader II Pan Am	Salary	81.3%	20,781	19.93%	3,289	852				4,141
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries	*Page 2 Line 1 a -----> *				19,234	1,704	598	4,765		26,301
Total Payroll Taxes	*Page 2 Line 1 b -----> *				2,254	232	338	508		3,332
Total Benefits	*Page 2 Line 1 c -----> *				6,512	64	65	3,001		9,642
TOTAL PERSONNEL COSTS	*Page 2 Line 1 -----> *				28,000	2,000	1,000	8,274		39,275

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2016-2017

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Site Management
CONTRACT NO: 17-0147
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	19,234	1,704	598	4,765		26,301	
b. Payroll Taxes	2,254	232	338	508		3,332	
c. Employee Benefits & Work. Comp.	6,512	64	65	3,001		9,642	
1. PERSONNEL COSTS	28,000	2,000	1,001	8,274		39,275	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	28,000	2,000	1,001	8,274		39,275	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	28,000	2,000	1,001	8,274		39,275	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of **$500 including taxes, shipping and installation**)

** List all proposed purchases on page 4 of **single or individual** items with a cost in excess of **$100 including taxes, shipping and installation.**

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2016-17

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III C1 - Site Management

CONTRACT NO: 17-0147
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	28,000	
2. Program Donations:		
Current Year Program Donations	2,000	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations	1,001	
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	8,274	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	39,275	
Total from Page 2, Columns F and G	39,275	
Variance (must be zero)	*0*	*0*

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPIES AND EQUIPMENT PURCHASES: FY 2016-17

CONTRACTING AGENCY: City of Madera CONTRACT NO: 17-0147

PROGRAM: Title III C1 - Site Management REVISION NO:

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
f								
g								
h								
i								
j								
k								
l								
m								
n								
o								
p								
q								
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

Exhibit C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM: Elderly Nutrition Program Site Management

SERVICE PROVIDER: City of Madera

CONTRACT NUMBER: 17-0147

SITES: Two Sites in City of Madera (see below)

CONTRACT EFFECTIVE: July 1, 2016 to June 30, 2017

GOAL: The goal of the Elderly Nutrition Program is to reduce hunger and food insecurity; promote health and well-being; promote socialization; and delay adverse health conditions of older individuals.

DEFINITION: **Site Management** is defined as 1) oversight and responsibility for the day-to-day operations of an Elderly Nutrition Program nutrition site with respect to meals; 2) oversight of and responsibility for Elderly Nutrition Program staff and volunteers, including provision of required program training; 3) collection of required Elderly Nutrition Program data from program participants; 4) keeping records and preparing reports concerning meals ordered and served, nutrition volunteer hours, and donations; and 5) ensuring the Elderly Nutrition Program nutrition site meets all federal, state, and local regulations, including applicable licensing laws and ordinances related to food service operations and sanitation.

Congregate Meal Sites
Frank Bergon Senior Center
Pan American Community Center

Meals are subject to allocation and reallocation at any time by the Agency on Aging based upon available funding and nutrition program participation. When allocations are imposed, any meals allocated but not served revert to the Agency on Aging for reallocation.

Exhibit D

PROGRAM COST EFFICIENCY

Not Applicable -
Elderly Nutrition Program Site Management Contract

Exhibit E
Program Narrative

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	**Year Established**

2. S

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		Other: _____

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.

Program/Service	# of Years
Congregate Nutrition	32
Transportation	17
Health & Wellness Presentation / Fitness Classes	13
Recreational Activities	32
Leisure Trips	32
Adult Day Care	27

ERVICE AREA

Where will the contracted program be provided?

Street Address	City	Zip Code
Frank Bergon Senior Center 238 South D Street	Madera	93638
Pan-American Community Center 703 E Sherwood Way	Madera	93638

Exhibit E
Program Narrative

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	x	x	x
Spanish	x	x	x
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other:_____			

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?
The City of Madera has a translation technology system from an institute of Local Government (ILG) grant. The system is available to residents at council meetings and other large community events. Fifty such devices are available for special presentations to the senior populations; they can also be used for those who are hearing impaired

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?
There are several staff and volunteers who are fluent in Spanish which is the common spoken other language. If other languages are needed, staff is available to assist

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*
Confidentiality with our participants is done by providing a private place, most commonly a closed office where information can be given to complete an intake form

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
Staff completes the intake form in a closed office and all records are kept in a locked cabinet and secured in the designated area. In-service regarding the need for confidentiality is continually given at staff meetings and no information is provided without the Director's approval

Exhibit E
Program Narrative

Contracted Program:	Title III C Nutrition Site Management

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.
Nutrition site management is provided at two senior centers located in the City of Madera. The two sites serve a nutritious hot meal to seniors aged 60+ during the weekday (excluding holidays). Senior site program leaders II are responsible for food safety awareness and guidelines as set forth by the Agency on Aging registered dietician. There is an opportunity to foster nutrition and health education programs and have guest speakers/presentations

What was the primary accomplishment achieved by the contracted program in the past year?
Through the nutrition program we are able to meet the nutrition needs of our senior participants who otherwise might not be able to prepare a meal for themselves. The program provides opportunities for participants to enjoy a well balanced meal along with companionship with other senior's.

Please describe another accomplishment achieved by the contracted program in the past year.
The nutrition program provides 300+ senior participants with fresh fruits and vegetables daily that they otherwise might not have consumed due to financial situations. During the summer the participants really enjoy the choice of salads.

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.
The program helps enhance the lives of seniors by giving us a place to socialize and receive nutritious meals which I sometimes can't afford. I come every day and it makes my life enjoyable, I would be alone otherwise.

Exhibit E
Program Narrative

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Ozzie Naranjo	Community Programs Manager
Corinne Long-Folk	Community Programs Coordinator
Marylin Hall-Zunino	Administrative Assistant
Susan Gonzales	Program Leader II – Pan American
Lauren Magdaleno	Program Leader II – Frank Bergon

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Ozzie Naranjo	Community Programs Manager
Name	*Title*
(559) 661-5495	onaranjo@cityofmadera.com
Telephone Number	*E-mail Address*

→ ***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

Exhibit E
Program Narrative

8. SERVICE PROVIDER TIME FRAME

What days and hours will the Nutrition Site Management program be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Frank Bergon Senior Center	M-T-W-Th-F	8:00 am	2:00 pm
Pan-American Community Center	M-T-W-Th-F	8:00 am	2:00 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2016	7/4/16	24
August 2016		23
September 2016	9/5/16	21
October 2016	10/10/16	20
November 2016	11/11/16; 11/24/16; 11/25/16	19
December 2016	12/26/16	21
January 2017	1/2/17; 1/16/17	20
February 2017	2/20/17	19
March 2017		23
April 2017		20
May 2017	5/29/17	22
June 2017		22
	Total Days of Contracted Service to be Provided under this Agreement:	**254**

Exhibit E
Program Narrative

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.

1. Volunteers retention rate is low, so training part-time staff to assist site program leader to make wellness calls to our nutrition participants who have not attended during the last month, will strengthen our wellness program

2. Staffing another part-time person during nutrition hours will enable the program to offer service to the participants quickly and efficiently, and meet nutritional guidelines in service

How would participants of the contracted program benefit from these improvements?

1. Wellness calls by staff to participants will ensure consistent inquiries in the wellness of our participant and will give us an opportunity to assist with any resource information that might be needed, such as home delivered meals if the participant's health has declined

2. Placing wellness calls will enable staff to talk about the monthly menu and to generate regular program attendance and a healthier participant

Describe the specific steps your organization will take to make these improvements during the current fiscal year.

1. Providing staff with annual confidentiality training so they can make calls to participants

2. Scheduling specific time for staff to make the wellness calls

3. Train staff on available resources to offer participants

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.

1. Increase in number of nutrition meals ordered

2. Sign in sheets will provide daily participation data

3. Response from participants during the wellness checks and survey

Exhibit E
Program Narrative

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

Targeted Group of Older Individuals	How will the Targeted Group be informed of the contracted program & encouraged to participate?	Month(s) Scheduled
Reside in rural areas	Information is listed in the activity guide and are disseminated at rural commodities/food distribution sites, posted on facebook, and Madera CAPMC	Monthly
Greatest economic need *(Income level at or below the federal poverty line)*	Activity guide is given out at food distributions, senior centers, business expo, two annual senior BBQ's, and posted on facebook. MCH Home Health, Camarena Health Center, Farmer's market, Home delivered meals	Ongoing Sept '16 May '17 June '17
Greatest social need *(Need caused by non-economic factors)*	Activity guide is given out at food distributions, senior centers, business expo, two annual senior BBQ's, and posted on facebook. MCH Home Health, Camarena Health Center, Farmer's market, Home delivered meals	Ongoing Sept '16 May '17 June '17
Native Americans	Activity guides are given out during the Camarena Health Fair, and the Business Expo. The information is posted on facebook	Ongoing July '16 June '17
Minorities with greatest economic and/or social need	The activity guide is handed out at local senior centers, weekly food distribution, monthly commodities, posted on facebook. Provided to health agencies, health fairs, Senior BBQ's, and home delivered meals.	Ongoing Sept '16 May '17
Limited English proficiency	The activity guide is published in English and Spanish. The program is also listed on our facebook page	Ongoing
Severe disabilities *(Severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)*	The activity guide is provided to the agencies that serve disabilities: ARP, Madera Home Health, Behavioral Health, Mental Health services and Home Delivered Meals	Ongoing
Alzheimer's disease or related disorders with neurological & organic brain dysfunction (and the caregivers of these individuals)	ADC brochure and activity guide is given to all potential and current participants families, support groups, senior centers, VCRC, Business Expo, Health agencies, Movies in the Park, and health fairs	Ongoing July '16 August '16 May '17 June '17
Lesbian, gay, bisexual, or transgender	Posting on facebook about the nutrition program, along with activity guide to Home delivered meal clients. Information is sent to www.gayfresno for posting on their website	Ongoing

Exhibit F

Service Provider Emergency Resource Information

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Frank Bergon Senior Center
Street Address	238 South D Street
City/ST/Zip	Madera, Ca 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Supervisor	E-mail	onaranjo@cityofmadera.com
Office Phone	559-661-5495	Cell Ph	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	Clongfolk@cityofmadera.com
Office Phone	559-661-5495	Cell Ph	

Please check all emergency services that could be provided from this site:

	Emergency Power/Generator		CB Radio
X	Emergency First Aid		Ham Radio
X	Cooking Facilities		Internet Access
X	Distribution Site for Food & Water		Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	X	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals to disaster services?		X
Does this site have a dedicated vehicle that is lift-equipped?		X
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	X	

How many people can this facility provide emergency shelter for?	100
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster: N/A

Exhibit F

Service Provider Emergency Resource Information

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Pan-Am Community Center
Street Address	703 East Sherwood
City/ST/Zip	Madera, Ca 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Supervisor	E-mail	onaranjo@cityofmadera.com
Office Phone	559-661-5495	Cell Ph	559-395-2715

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	Clongfolk@cityofmadera.com
Office Phone	559-661-5495	Cell Ph	

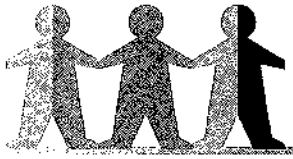
Please check all emergency services that could be provided from this site:

	Emergency Power/Generator		CB Radio
X	Emergency First Aid		Ham Radio
X	Cooking Facilities	X	Internet Access
X	Distribution Site for Food & Water	X	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	X	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals to disaster services?		X
Does this site have a dedicated vehicle that is lift-equipped?		X
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	X	

How many people can this facility provide emergency shelter for?	390
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster: N/A



Agency on Aging
Serving Fresno & Madera
Connecting the Community

Fiscal Year 2016-2017 Contract
between
City of Madera
and
Fresno-Madera Area Agency on Aging

Contract No. 17-0144
Transportation

Documents Required to Execute Contract

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

The following contract documents require signatures and entries on both sets of documents.
*Enter original signatures in ink on **both** sets of documents; make required entries on each form.*

- ☐ **Page 2, Area Plan Grant Award Contract**
  Two Signatures needed: 1) Individual named on Exhibit E, page 5, as having primary, hands-on involvement & oversight of day-to-day operations; & 2) individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix A, Resolution of Authorization to Contract**
  Must contain signature of chair of service provider's governing board.
- ☐ **Appendix B, Certification**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix C, Contractor/Vendor Confidentiality Statement**
  Must contain signature of individual authorized by governing board to execute the contract (see Appendix A).
- ☐ **Appendix K, Request for Taxpayer Identification Number and Certification (W-9)**
  Part II, Certification, must contain signature of individual authorized by governing board to execute the contract (see Appendix A)

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

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

Please attach two sets of the following to this page:

- ☐ 1. **Certificate(s) of Insurance** *Please review Article XV of Agreement prior to arranging for certificates to ensure all contractual requirements for insurance certificates are met.*
- ☐ 2. **Copy of IRS Determination Letter of Tax Exempt Status**
- ☐ 3. **Organizational chart**, *including names and position titles for contracted program*
- ☐ 4. **Job Description and Resume** *of individual named on Exhibit E, page 5, who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program*
- ☐ 5. **List of Governing Board members**
- ☐ 6. **List of Advisory Council or Advisory Committee members** *(if applicable)*
- ☐ 7. **Current Program Newsletter and/or Flyer** *used to promote the contracted program*

Area Plan Grant Award

Table of Contents

Documents Required to Execute Contract i

CONTRACT 1

AREA PLAN GRANT AWARD TERMS AND CONDITIONS DECLARATION 3

Article I.	Definitions and Resolutions of Language Conflicts	3
Article II.	Agreement	5
Article III.	Term of Agreement	5
Article IV.	Reasonableness of Compensation	6
Article V.	Assurances	6
Article VI.	Funds	22
Article VII.	Budget and Budget Revision	26
Article VIII.	Payments	30
Article IX.	Subcontracts	31
Article X.	Records and Reports	32
Article XI.	Property	34
Article XII.	Access	36
Article XIII.	Monitoring and Evaluation	36
Article XIV.	Audits	37
Article XV.	Insurance	42
Article XVI.	Donations	44
Article XVII.	Termination	44
Article XVIII.	Remedies and Appeal Process	47
Article XIX.	Amendments, Revisions or Modifications	48
Article XX.	Noticing	49

Area Plan Grant Award

Table of Contents (Continued)

APPENDICES

Resolution of Authorization to Contract ..... Appendix A
Certification ..... Appendix B
Contractor/Vendor Confidentiality Statement ..... Appendix C
Method of Providing Audit Compliance ..... Appendix D
Required Reports and Due Dates ..... Appendix E
Sanction Policy ..... Appendix F
Appeal Procedure for Service Providers ..... Appendix G
Fresno-Madera Area Agency on Aging Contact List for Service Providers ..... Appendix H
Fresno-Madera Area Agency on Aging Emergency Contact Information ..... Appendix I
Community Focal Points List ..... Appendix J
Request for Taxpayer Identification Number and Certification ..... Appendix K

EXHIBITS

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

CONTRACT BETWEEN

CITY OF MADERA

AS SERVICE PROVIDER

AND

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

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

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

B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2016 to June 30, 2017, subject, however, to earlier termination as provided herein.

C. No expenditure or obligation for the funding allocation for the July 1, 2016 through June 30, 2017 period may be incurred after June 30, 2017.

D. Maximum funds available for the following programs:

Approved by Fresno-Madera Area Agency on Aging Governing Board on June 23, 2016			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III B Supportive Services, Federal CFDA No. 93.044		
Service	**Agency on Aging Contract No.**	**Funding Period**	**Grant Amount**
Transportation	17-0144	July 2016 - June 2017	$10,195

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

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

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.

Date

Mary Anne Seay

Type Name

Director, Parks and Community Services Department

Title

Signature of Authorized Contracting Official
(Refer to Appendix A)

Date

Robert L. Poythress

Type Name

Mayor

Title

94-6000365

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature

Date

Jean Robinson

Type Name

Executive Director

Title

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

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

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

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

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

D. "CCR" means California Code of Regulations.

E. "CFR" means Code of Federal Regulations.

F. "GC" means California Government Code.

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

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

I. "OAA" means Older Americans Act.

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

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

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

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

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

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

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

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

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

O. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.

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

Q. "USC" means United States Code.

R. "W&I" means California Welfare and Institutions Code.

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

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

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

2. Other applicable federal statutes and their implementing regulations.

3. Older Californians Act.

4. Title 22 CCR §7000 et. seq.

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

6. Any other documents incorporated herein by reference, including the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement (http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf).

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

ARTICLE II. AGREEMENT

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

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

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

ARTICLE III. TERM OF AGREEMENT

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

B. The term of this Agreement is from July 1, 2016, through June 30, 2017, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.

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

ARTICLE IV. REASONABLENESS OF COMPENSATION

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

ARTICLE V. ASSURANCES

A. Agreement Authorization

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

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

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary

of State of California and shall maintain that status throughout the term of the Agreement.

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

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

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

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

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

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

C. Debarment, Suspension, and Other Responsibility Matters

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

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

b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

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

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

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

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

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

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

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

keep in effect all licenses, permits, notices, and certificates that are required by law.

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

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

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

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

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

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

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

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

F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment

Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

G. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC-307), which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

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

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

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

   Contractor shall, unless exempted, ensure compliance with the requirements of Government Code §11135-11139.5, and 22 CCR §98000 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR §98323, Chapter 182, Stats. 2006]

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

4. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and

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

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

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

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

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

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

H. Information Integrity and Security

1. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect Agency on Aging information assets (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, §5300-5365.3; GC §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18, Protection of Information Assets.

Information assets include, but are not limited to:

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

b. Information stored in any media form, paper or electronic.

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure) any data collected under this Agreement that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

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

b. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

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

d. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.

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

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

4. Training/Education

a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

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

Training must be completed within thirty (30) days of the start date of any new employee, subcontractor, or volunteer. If Internet access is not available, a hard copy of the training module is available from the Agency on Aging and may be provided to employees, subcontractors, and/or volunteers for their completion. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates.

b. The Contractor may substitute CDA's Information Security Awareness Training program with its own information security training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

c. All employees and volunteers who handle personal, sensitive, or confidential information relating to the CDA's and the Agency on Aging's programs must participate in Information Security Awareness Training.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

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

7. Security Incident Reporting

   A security incident occurs when CDA and/or Agency on Aging information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor must report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected.

8. Notification of Security Breach to Data Subjects

   a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.

   b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary, measures to restore system integrity are required.

   c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

9. Software Maintenance

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

10. Electronic Backups

    The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

11. Provisions of Information Integrity and Security

    The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its subcontractors that relate to this Agreement.

I. Copyrights

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

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

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

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

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are

first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

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

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

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

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

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (CCC-1005) of Appendix B, *Certification*, which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of $100,000

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

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

   b. Clean Water Act, as amended. [33 USC §1251]

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

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

   e. Public Contract Code §10295.3.

L. Lobbying Certification

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

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

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

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors

shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

M. Conflict of Interest

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

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

N. Covenant Against Contingent Fees

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

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

O. Facility Construction or Repair

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

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

      i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §276c] [29 CFR §3];

      ii) Davis-Bacon Act [40 USC §276a to 276a-7] [29 CFR §5];

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

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

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

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

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

Q. Grievance Process

1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older

individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:

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

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

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

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

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

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

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

a. Amount or duration of a service.

b. Denial or discontinuance of a service.

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

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

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

R. Disaster Plan

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

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

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

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

S. Community Focal Points

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

ARTICLE VI. FUNDS

A. Expenditure of Funds

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

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

3. Travel Reimbursement

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

      In State:

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

      Out of State:

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

   b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Agency on Aging and the State. [2 CCR §599.615 et seq.]

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

B. Accountability for Funds

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

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

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

4. Financial Management Systems

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

a. Financial Reporting.

b. Accounting Records.

c. Complete Disclosure.

d. Source Documentation.

e. Internal Control.

f. Budgetary Control.

g. Cash Management (written procedures)

h. Allowable Costs (written procedures).

C. Unexpended Funds

1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act

funds will remain unexpended at the ending date of this Agreement.

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

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

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

D. Funding Contingencies

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

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

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

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

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

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

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

ARTICLE VII. BUDGET AND BUDGET REVISION

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

B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2017.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

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

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

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital

improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414] [45 CFR §75.414]

D. Program Specific Funds

1. Program Income

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

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

c. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in Section D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.

d. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

e. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.

f. Program Income may not be used to meet the matching requirements of this Agreement.

g. Program Income must be used to expand baseline services.

h. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for

program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

   a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

   b. Titles III and VII federal program OTO funds shall only be used for the following purposes:

      1) The purchase of equipment that enhances the delivery of services to the eligible service population.

      2) Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

      3) Innovative pilot projects that are approved in advance by the California Department of Aging, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR §1321.53(a)(b).

      4) OTO funds can be used to maintain or increase baseline services; however, the Contractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance approval from the California Department of Aging.

   c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

The Contractor may transfer Agreement funds between line items under the following terms and conditions:

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.

2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.

   a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

   b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.

   c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.

2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:

   a. Title III B Supportive Services, Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).

   b. Title III E Family Caregiver Support Program: Approximately ninety percent (90%) of the sum of the grant award.

3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENTS

A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging.

B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.

C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contract as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.

D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.

E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.

F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.

G. Closeout

1. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2017. If Agreement is terminated or cancelled prior to June 30, 2017, the *Financial Closeout Report* shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.

B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.

C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.

D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.

E. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.

F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor(s) in the performance of this Agreement.

G. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Agency on Aging.

H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.

I. If a private non-profit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE X. RECORDS AND REPORTS

A. Records

1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audits*, of this Agreement. This includes the following: l etters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the Agency on Aging. All records pertaining this Agreement must be made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.

2. All such records must be maintained and kept available by the Contractor as follows:

   a. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit Branch;

   b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and

   c. For such longer period as the Agency on Aging or the State deems necessary.

3. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.

4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared

to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.

5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302, the expenditures will be questioned in the audit and may be disallowed by the Agency on Aging or the State during the audit resolution process.

6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.

2. The Contractor shall assure that all fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.

3. If supporting documentation is required as stated in Article XIV, *Audits*, all such documentation must accompany the monthly expenditure report.

4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a "first in-first out" method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property meeting all of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year.

2. Has a unit acquisition cost of at least $500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).

3. Is used to conduct business under this Agreement.

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:

1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.

2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.

3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds, Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.

E. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; and specific location of the property.

F. The Contractor shall maintain a cumulative inventory, including all information required by Section E of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

G. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, and enter the asset tag number on the cumulative inventory records maintained by the Contractor for this Agreement.

H. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and corresponding reconciliation must be kept on file and available for review by the Agency on Aging.

I. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.

J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

K. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property or equipment to the Agency on Aging via a written report. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.

L. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.

M. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.

N. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.

O. The Contractor shall use the property for the purpose for which it was intended under this Agreement.

P. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

R. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

A. Authorized Agency on Aging, State, and federal representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said

monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data, and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.

B. The Contractor shall cooperate with the Agency on Aging and the State in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

ARTICLE XIV. AUDITS

A. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR §200.501 to 200.521; and 45 CFR §75.501 to 75.521.

A copy shall be submitted to the:

Fresno Madera Area Agency on Aging
3837 North Clark Street
Fresno, California 93726

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

B. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The

Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041 Special Programs for the Aging – Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-B, Chapter 3)

93.042 Special Programs for the Aging - Title VII, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals (Title VII-A, Chapter 2)

93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)

93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)

93.045 Special Programs for the Aging – Title III, Part C - Nutrition Services (Title III C)

93.052 National Family Caregiver Support Program – Title III, Part E (Title III E)

93.053 Nutrition Services Incentive Program (NSIP)

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR §75 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75, Subpart F, Audit Requirements] [formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general

ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.

D. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the Financial Closeout Report.

E. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Contract resolution includes:

1. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR §200.501-200.521 and 45 CFR §75.501-75.521 as summarized in Section F of this Article;

2. Issuing a management decision on audit findings within six (6) months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;

3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).

4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

d. Comparison of expenditures with budget amounts for each federal award.

e. Written procedures to implement the requirements of 2 CFR §200.305 and 45 CFR §75.305.

f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles and 45 CFR Part 75, Subpart E-Cost Principles.

[2 CFR §200.302] [45 CFR §75.302]

5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

F. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements:

1. Performed timely: Not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR §200.512] [45 CFR §75.515]

2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509] [45 CFR §75.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514] [45 CFR §75.514]

4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515] [45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements.

G. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Agency on Aging shall have access to all audit reports and supporting work papers, and the Agency on Aging has the option to perform additional work, as needed.

H. A reasonably proportionate share of the costs required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act, 2 CFR §200, Subpart F–Audit Requirements and 45 CFR Part 75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

   a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

   b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: Activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425] [45 CFR §75.425]

I. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.

J. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. **General Liability** of not less than $1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).

2. **Automobile Liability, including non-owned auto liability**, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

   If applicable, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:

   - $ 750,000 if seating capacity is under 8.
   - $1,500,000 if seating capacity is 8–15.
   - $5,000,000 if seating capacity is over 15.

3. **Professional Liability** of not less than $1,000,000 as it appropriately relates to services rendered. Coverage shall include errors and omissions.

B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.

D The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

> "The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement."

Professional Liability coverage is exempt from this requirement.

2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its address (3837 N. Clark St., Fresno, CA 93726) must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.

G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.

H. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Labor Code §3700]

I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this

Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:

1. The Contractor or any subcontractors for any Title III or Title VII services shall not use means tests.

2. Any Title III or Title VII client who does not contribute toward the cost of the services received shall not be denied services.

3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.

4. Each Service Provider will:

   a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;

   b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;

   c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

   d. Establish appropriate procedures to safeguard and account for all contributions.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest. The Agency on Aging may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall

be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination of the Agreement.

3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

   a. In case of threat of life, health, or safety to the public.

   b. A violation of the law or failure to comply with any condition of this Agreement.

   c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

   d. Failure to comply with reporting requirements.

   e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Agency on Aging or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.

h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

i. The commission of an act of bankruptcy.

j. Finding of debarment or suspension.

k. The Contractor's organizational structure has materially changed.

l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions, as described in Appendix F, *Sanction Policy*.

m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.

2. Termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.

3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.

C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (Appendix G, *Appeal Procedure for Service Providers*)

D. Contractor's Obligation After Notice of Termination

1. After receipt of a notice of termination, and except as directed by the Agency on Aging, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

   The Contractor shall:

   a. Stop work as specified in the Notice of Termination;

   b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;

   c. Terminate all subcontracts to the extent they relate to the work terminated;

   d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause); and

   e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

A. The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.

B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal.*

C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710

D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.

C. The Agency on Aging reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the

Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.

C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.

APPENDIX A

RESOLUTION OF AUTHORIZATION TO CONTRACT

The governing board of the City of Madera
(Service Provider)

hereby authorizes Robert L. Poythress, Mayor
(Name/Title)

to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging for the fiscal year beginning July 1, 2016, to June 30, 2017, including any subsequent amendments and all necessary supporting documents.

Name of Chair ***(Please Print)***
Governing Board

Signature of Chair
Governing Board

Date

APPENDIX B

CERTIFICATION (CCC-1005)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

City of Madera	94-6000365
Contractor/Bidder Name (Typed)	*Federal ID*

By (Authorized Signature)

Mary Anne Seay, Director of Parks and Community Services Department

Name & Title of Person Signing (Typed)

	Madera
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future Fresno-Madera Area Agency on Aging (Agency on Aging) agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the Agency on Aging.

Failure to make a good faith effort may be cause for non-renewal of an Agency on Aging contract for legal services, and may be taken into account when determining the award of future contracts with the Agency on Aging for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the Agency on Aging.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the

Agency on Aging pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at http://www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Agency on Aging, the California Department of Aging, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not a state agency or other governmental entity.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

City of Madera	17-0144
Contractor/Vendor Name (Typed)	*Contract Number*

Authorized Signature	*Date*

Mary Anne Seay, Director of Parks and Community Services Department

Name and Title of Person Signing (Typed)

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., California Department of Aging (CDA) Management Memo 06-12 and CDA Budget Letter 06-34, the Fresno-Madera Area Agency on Aging (Agency on Aging) hereby requires the Contractor/Vendor to certify that:

- The Contractor/Vendor will provide annual confidentiality training for all employees and volunteers who handle personal, sensitive, or confidential information, as per Article V, Section H, *Information Integrity and Security*, of this Agreement.
- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to the Agency on Aging by completing CDA Form 1025, Security Incident Report.
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with the Agency on Aging.
- The Agency on Aging or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

APPENDIX C

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

- I agree to protect the following types of confidential information which include, but are not limited to:
  - Social Security number.
  - Medical information.
  - Claimant and employer information.
  - Driver's License information.
  - Information about individuals that relates to their personal life or identifies or describes an individual.
  - Other agencies' confidential and proprietary information.
  - Criteria used for initiating audit selection.
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.).
  - Any other information that is considered proprietary, a copyright, or otherwise protected by law or contract.

- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing, or modifying information only for the purpose of performing official duties.
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason.
  - Securing confidential information in approved locations.
  - Never removing confidential information from the work site without authorization.

APPENDIX D

METHOD OF PROVIDING AUDIT COMPLIANCE

The service provider shall indicate which method of providing audit compliance to the Fresno-Madera Area Agency on Aging (Agency on Aging) will be in force during this Agreement.

Please place an **X** in the appropriate box:

[x] An independent audit shall be performed in accordance with the requirements of 2 CFR §200, Subpart F - Audit Requirements, and 45 CFR §75, Subpart F - Audit Requirements, and a copy submitted to the Agency on Aging.

[ ] An independent audit shall be performed and a copy submitted to the Agency on Aging.

[ ] All supporting documentation shall be submitted to the Agency on Aging for review along with any request for reimbursement.

Enter Fiscal Year Ending Date → June (Month) | 30 (Day) | 2017 (Year)

APPENDIX E
Required Reports and Due Dates

Fiscal Reports

*Expenditure Reports by Program

Title III B, Title III C, Title III D, and Title VII Programs ***Due 15th of each month***
- Monthly Report of Expenditures and Donations Revenue

Title III E Family Caregiver Support Program ***Due 15th of each month***
- Title III E Monthly Report of Expenditures

Title V Senior Community Service Employment Program ***Due 10th of each month***
- Monthly Expenditure Report and Request for Funds *(CDA 29)*

Health Insurance Counseling and Advocacy Program ***Due 15th of each month***
- HICAP Monthly Report of Expenditure/Request for Funds *(CDA 245)*

Long-Term Care Ombudsman Program ***Due 15th of each month***
- Budget Summary/Monthly Expenditure Report & Request for Funds, Special Deposit Fund & Skilled Nursing Facility Quality and Accountability Fund *(CDA-OMB-300)*

** Payments are made on or about the 20th of the month, or the following business day if the 20th falls on a holiday or weekend, for accurate expenditure reports received by the due date. Late or inaccurate expenditure report submissions will result in delay of payments until reporting requirements have been met.*

Additional Fiscal Reports – All Programs

- **Final Budget Revisions**
  - Due by March 15th
- **Annual Financial Close Out Report**
  - Due by July 15th with exception of HICAP
    - 1st HICAP Financial Closeout Report for federal funds from July 1-March 31 due by April 30th
    - 2nd HICAP Financial Closeout Report for State funds from July 1-June 30 and Federal funds from April 1-June 30 due by July 30th
- **Copy of Audit**, as required by contract
  - Due within 30 days after receipt of auditor's report, or nine months after end of audit period, whichever is earliest
- **Request to Dispose of Property**
  - Due within 5 days of the loss, destruction, or theft of property, or if the property will no longer be used for the contracted program

APPENDIX E
Required Reports and Due Dates

Program Reports

Monthly Service Unit Report *(Form 186M)* *Due 7th working day of each month*

- **Title III B Adult Day Care**
  - Attach Q Monthly Service Roster
  - Attach associated Client Intake Forms
  - Attach Client Deactivation Request
- **Title III B Legal Assistance**
- **Title III B Transportation**
- **Title III D Health Promotion**
- **Title VII (b) Elder Abuse Prevention, Education, & Training**
- ***Health Insurance Counseling and Advocacy Program (HICAP)**
  - Attach final version of HICAP Performance Measures and Benchmark Report generated from SHARP system for reporting month

**Due date subject to California Department of Aging notifications*

Monthly Title III C Elderly Nutrition Program Reports *Due 7th working day of each month*

- Q Monthly Service Roster
- Daily Sign-In Sheets
- Associated Client Intake Forms
- Client Deactivation Request
- Nutrition Volunteer Summary Report
- Cash Count Sheet
- Food Preparation Center Food Service
- Check Sheet

Quarterly Reports *Due 15th of each month*

- **Title III B California Legal Services** Quarterly Aggregate Report *(CDA 1022)*
- **Title VII (b) Elder Abuse Prevention** Quarterly Activity Report *(CDA 1037)*
- ****Title V Senior Community Service Program** Quarterly Service Unit Report *(Form 186Q)*
  - Attach final Quarterly Progress Report from SPARQ system
- **Title V Senior Community Service Program** Quarterly Narrative Report

***Due date subject to California Department of Aging notifications*

Quarterly Reports *Due 30th of each month*

- **Long-Term Care Ombudsman Program**
  - Copy of completed Quarterly Ombudsman Reporting Form *(OSLTCO S301)* as submitted to the California Department of Aging
    - Attach program performance data from the Ombudsman Data Integration Network for July 1st through last day of reporting quarter

APPENDIX F

FRESNO-MADERA AREA AGENCY ON AGING SANCTION POLICY

I. At-Risk Designation

Title 45 of the Code of Federal Regulations (45 CFR), sections 74.14 and 92.12, defines factors that determine if an Agreement with a Contractor is at risk. In accordance with 45 CFR, the Fresno-Madera Area Agency on Aging (Agency on Aging) may consider an Agreement with a Contractor to be at-risk if the Agency on Aging determines that the Contractor:

A. Has a history of unsatisfactory performance, for which examples include, but are not limited to:

1. Grant funds are not obligated properly, are not disbursed, or are not spent for the contracted purpose;
2. Financial reports do not include program income and the required match of funds;
3. The quantity of service units provided is less than 95% of the projected level at any time following the third month of the Agreement period;
4. The Targeting Plan is not implemented as described in the Program Narrative section of the Agreement;
5. Complaints received from clients, their caretakers, or the general public indicate that the Contractor is not providing the contracted service at a satisfactory level.

B. Is not financially stable;

C. Has a management system which does not meet the management standards set forth in Article VI, Section B, *Accountability for Funds*, of this Agreement;

D. Has not conformed to terms and conditions of previous awards; or

E. Is otherwise not responsible, for which examples include, but are not limited, to:

1. Financial or program reports are late, incorrect, or incomplete;
2. Responses to corrective actions requested by the Agency on Aging are not provided by the due date;
3. Corrective action plans are not implemented by the due date;
4. Findings from a prior contract monitoring are repeated in a subsequent monitoring;

5. Failure to respond to telephone or written communications from the Agency on Aging in a timely manner; or

6. A violation of the law or failure to comply with any condition of this Agreement.

II. Sanctions

The Agency on Aging may impose sanctions (special conditions and/or restrictions) on the Contractor that correspond to the at-risk condition. Such sanctions may include:

A. Withholding of funds;

B. Requiring additional, more detailed, and/or more frequent financial and/or program reports;

C. Requiring preparation and implementation of an acceptable corrective action plan;

D. Additional contract monitoring;

E. Requiring the Contractor to obtain technical or management assistance;

F. Establishing additional prior approvals; and/or

G. Withholding authority to continue provision of service within a given funding period.

Sanctions may be imposed upon approval by the Executive Director of the Agency on Aging, with the exception of Item II.G above, which requires approval by the Agency on Aging Governing Board.

For sanctions identified in Items II.A through II.F above, the Agency on Aging will promptly remove sanctions once the conditions that prompted them have been corrected.

For the sanction identified in Item II.G above, the sanction will be removed when the Contractor takes corrective action satisfactory to the Agency on Aging and/or the Contractor has been restored to satisfactory status in accordance with the terms and conditions of this Agreement.

III. Notification to Provider

The Agency on Aging will provide written notification to the Contractor of any sanctions imposed via certified or overnight mail, return receipt requested. Such notification will include:

A. The nature of the sanctions;

B. The reason(s) for imposing them;

C. The effective date of the sanctions;

D. The legal or contractual citation upon which the sanction is based;

E. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and

F. The Agency on Aging's appeal procedure for service providers.

IV. Unresolved At-Risk Condition(s)

Should the at-risk condition(s) remain unresolved following the imposition of sanctions, the Agency on Aging may proceed to terminate the Agreement with the Contractor, in accordance with the *Termination* section of this Agreement (Article XVII, Title III and Title VI Area Plan Contracts; Article XVI, Title V Contract; Article XVI, Health Insurance Counseling and Advocacy Program Contract).

APPENDIX G

FRESNO-MADERA AREA AGENCY ON AGING
APPEAL PROCEDURE FOR SERVICE PROVIDERS

I. Actions Subject to Appeal

A. A contracted or potential provider of service (service provider) has the right to appeal an adverse determination made by the Fresno-Madera Area Agency on Aging (Agency on Aging). The actions below shall be considered adverse determinations that are subject to appeal [Title 22 CCR §7704 (c)(1) – (c)(3)(C)]:

1. A reduction in the level of funding to an existing Contractor during an Agreement period; however, a reduction directly attributable to a reduction in the funding to the Area Agency on Aging by the State or federal government shall not be considered an adverse determination.
2. A cancellation or termination of an existing Agreement with the Contractor prior to the Agreement's expiration date.
3. Denial of an application to provide services when any of the following exist:
    a) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b)(3);
    b) The occurrence of a procedural error or omission, such as the failure of the Agency on Aging to include a federal mandate in its solicitation request;
    c) The lack of substantial evidence to support the Agency on Aging's action.

II. Method of Notification

A. The service provider shall provide notification of appeals, and the Agency on Aging shall provide notification of subsequent appeals determinations, by certified or overnight mail, return receipt requested, or by personal delivery in writing.

B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

C. The Agency on Aging shall transmit notification to the address listed on the service provider's appeal; if this address differs from the address listed on page 1 of the service provider's Agreement with the Agency on Aging, the Agency on Aging shall transmit a copy of the notification to the address contained on page 1 of the Agreement.

D. The Agency on Aging shall include a copy of this Appeal Procedure for Service Providers with all notifications to service providers of adverse appeals determinations.

III. Process

A. The service provider shall give notice of intent to appeal to the Executive Director of the Agency on Aging within ten (10) business days of the Agency on Aging's notice of adverse determination. The notice of intent to appeal shall be in writing, must state the specific grounds upon which the action by the Agency on Aging is appealed, and must be accompanied by all supporting documents.

B. The Executive Director of the Agency on Aging shall investigate the appeal and issue a written determination to the service provider within fifteen (15) business days of receipt of the appeal. The determination shall set forth the Agency on Aging's position and specify applicable sections of the service provider's Agreement with the Agency on Aging, government regulations, government statutes, or other provisions relied upon.

C. If the service provider is dissatisfied with the Agency on Aging Executive Director's determination, the service provider may appeal to the Executive Committee of the Agency on Aging Governing Board within ten (10) business days of the date of the Agency on Aging Executive Director's written determination. The appeal shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

D. The Executive Committee of the Agency on Aging Governing Board (Executive Committee) shall, within fifteen (15) business days of receipt of the service provider's appeal:

1. Review the service provider's appeal, considering any additional evidence or documentation provided by the Agency on Aging Executive Director;
2. Determine if the appeal should be denied, or if a recommendation should be made to the full Agency on Aging Governing Board at its next scheduled meeting to take action to grant the appeal; and
3. Provide written notification of its determination to the service provider.

E. If the service provider is dissatisfied with the Executive Committee's determination, the service provider may request a hearing before the full Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the Executive Committee's written notification of determination. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

F. If the Agency on Aging Governing Board does not accept and implement the Executive Committee's recommendation to grant the service provider's appeal:

1. The Agency on Aging shall provide written notification to the service provider of the Governing Board's decision within two (2) business days following the decision;

2. The service provider may request a hearing before the Agency on Aging Governing Board. The service provider must request the hearing within ten (10) business days of the date of the notification of the Agency on Aging Governing Board's decision. The hearing request shall be in writing, shall specify the grounds upon which the determination is appealed, and must be accompanied by all supporting documents.

G. Upon receipt of the service provider's request for a hearing before the Agency on Aging Governing Board, the Agency on Aging will place the hearing on the agenda of the next regularly scheduled meeting of the Agency on Aging Governing Board, and provide the service provider with a copy of the published agenda.

1. The hearing before the Agency on Aging Governing Board shall consist of:

a) Receipt and review of all previously submitted documents concerning the appeal;

b) Submission in writing by the service provider of any additional information or documentation supporting the service provider's position;

c) An oral presentation by the service provider, not to exceed thirty (30) minutes; and

d) An oral presentation by the Agency on Aging Executive Director and/or Agency on Aging staff, not to exceed thirty (30) minutes.

2. At the conclusion of the hearing, the Agency on Aging Governing Board shall vote to accept or deny the service provider's appeal.

   a) If the appeal is denied, the Agency on Aging Governing Board shall notify the service provider in writing of the reason(s) the appeal was denied, including a statement that all appeal procedures to the Agency on Aging and its Governing Board have been exhausted, and of the service provider's right to appeal the Governing Board's decision to the California Department of Aging. Such notification shall include a copy of Sections 7700 through 7710 of Title 22 of the California Code of Regulations, which contains the process for appealing the determination to the California Department of Aging.

Appendix H

Fresno-Madera Area Agency on Aging
3837 N. Clark St., Fresno, CA 93726

Contact List for Service Providers

Telephone Number for All Contacts: (559) 600-4405

Linda Descoteaux Administrative Manager Email: ldescoteaux@fmaaa.org Fax: (559) 243-5918	Contract Administration Administrative & Program Monitoring (excluding Nutrition) Area Agency on Aging Area Plan and Updates Service Unit Planning and Performance Q Care Access Client Database Administration
Teresa Scheidt Senior Accountant Email: tscheidt@fmaaa.org Fax: (559) 243-5918	Budget Questions Financial Close-Out Reports Fiscal Monitoring Monthly Payments to Service Providers Quarterly Reports of Expenditures & Donation Revenue
Adam Vinogradoff Administrative Analyst Email: avinogradoff@fmaaa.org Fax: (559) 243-5918	Monthly Service Unit Reports and Supporting Rosters Quarterly Service Unit Reports Client Intake Forms Congregate Meal Site Rosters & Daily Sign-In Sheets Nutrition Volunteer Summary Report
Stephanie Jenkins Program Coordinator Email: sjenkins@fmaaa.org Fax: (559) 243-5651	Congregate Nutrition Site Procedures Daily Congregate Meal Counts Nutrition Site Food Safety Nutrition Site Monitoring Nutrition Supply Order Forms
Cory Scholtes Peggy Bakeman Program Coordinators Email: cscholtes@fmaaa.org pbakeman@fmaaa.org Fax: (559) 243-5651	Home-Delivered Meals: Discontinue or Restart Eligibility & Assessments Missed Deliveries Short-Term Temporary (STT) Program

Appendix I

Fresno-Madera Area Agency on Aging
Emergency Contact Information

Information and Assistance:	(559) 600-4405 (800) 510-2020

Director, Emergency Coordinator, and Public Relations Officer	Jean Robinson
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	PO Box 28093 Fresno, CA 93729
After Hours Phone:	(559) 930-5847

Alternate Emergency Coordinator	Linda L. Descoteaux
Business Address:	3837 N. Clark St. Fresno, CA 93726
Office Phone:	(559) 600-4405
Residence Address:	2942 E. Swift Ave. Fresno, CA 93726
After Hours Phone:	(559) 222-1468

APPENDIX J

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals.* (42 USC Section 3002 (21))

PSA 14 Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging (includes Senior Resource Center/Sierra Resource Campus)	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

APPENDIX K

Request for Taxpayer Identification Number and Certification

Please complete and sign Internal Revenue Service Form W-9, which is provided on the next page.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
City of Madera

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
205 W. 4th Street

Requester's name and address (optional)
Fresno-Madera Area Agency on Aging
3837 N. Clark St.
Fresno, CA 93726

6 City, state, and ZIP code
Madera, CA 93637

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				
			-			-				

or

Employer identification number
9	4	-	6	0	0	0	3	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor[3]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit A

TITLE III B PROGRAM EXHIBIT
Transportation

I. **Definitions Specific to Title III B Programs:**

A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC Section 3001-3058]; the Code of Federal Regulations (CFR) [45 CFR 1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; and California Department of Aging Program Memoranda.

B. **Title III B (Supportive Services)** is defined as a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]

C. **Priority Services for Title III B** are defined as those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services, such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

D. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7].

E. **Transportation** is defined as transportation from one location to another, and does not include any other activity. Transportation may include travel vouchers and transit passes. The unit of measurement is one one-way trip.

F. **Unduplicated Client Count** is defined as a new person served. A client is considered new, only once within the fiscal year, when he/she first utilizes a covered service. A client, who has never been previously registered as a client for the service in the current fiscal year, may be counted as unduplicated.

II. Scope of Work

The service provider is charged with providing Transportation services for individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. Transportation shall be provided within a geographic area, and/or or to and from specific Agency on Aging Congregate Nutrition meal sites, as mutually agreed upon by the service provider and the Agency on Aging and as specified in Exhibit E, Item 2 of this Agreement.

III. Additional Assurances

A. Vehicles used for Transportation shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

B. Vehicles used for Transportation must be wheelchair accessible.

C. The service provider must keep the license, registration, and insurance current for all vehicles used for Transportation.

D. Service provider shall utilize the DMV Pull Program to review driving records of all drivers to ensure each driver has a safe driving record before hiring.

E. All Transportation program staff, including drivers, shall be provided with initial training on working with older adults, safety, and accident prevention.

F. The service provider shall coordinate services to allow maximum usage of vehicle spaces and efficient use of driver time to meet contracted units of service.

G. If providing Transportation to Agency on Aging Congregate Nutrition meal sites, the service provider shall provide demand-responsive transportation service to and from designated congregate meal site locations in a time coordinated manner to allow participating older adults adequate time to eat a leisurely meal at the site and enjoy a brief period of socialization with other older adults.

H. If Transportation is provided via travel vouchers and/or transit passes, the service provider shall monitor the distribution to ensure the quantity of vouchers/passes issued to any one individual can be reasonably used by the individual within a 30-day period.

I. No specific service boundaries shall be designated until such time that the service provider finds the requests for such trips result in unreasonable trip lengths and ride times and inefficient and ineffective service. The service provider shall provide a written request for approval from the Agency on Aging for any proposed changes in service area.

J. The Agency on Aging shall be notified in writing by the service provider on any and all occasions when an older adult is denied service, including for the reason indicated in paragraph I above.

K. Suggested donation for each one-way trip shall be posted in the vehicle, and must clearly state that service for individuals age 60 or over cannot be denied for lack of a donation. If Transportation is provided via travel vouchers and/or transit passes, a sign shall be posted at the point of distribution that clearly states that the vouchers/passes for individuals age 60 or over cannot be denied for lack of a donation.

L. Service provider shall provide a locked fare box in each vehicle having an opening into which the older adult participant can deposit coin or paper money contributions with relative ease.

M. All donations shall be handled in a manner that ensures confidentiality of the donor and provides fiscal security and accountability. All donations shall be retained by the service provider to help offset operational costs.

N. Service provider shall periodically publicize/market the need for, and uses of, the donations collected for Transportation services.

O. Service provider shall notify the Agency on Aging when any vehicles used for provision of transportation under this contract are involved in any major accident or when personal injury is involved.

P. Service provider shall immediately notify the Agency on Aging when any crisis occurs with an older adult passenger.

Q. The service provider must submit the reports specific to this program as listed in Appendix E of this Agreement and by the due dates listed in Appendix E of this Agreement.

R. Service providers shall accurately track the number of older adult passengers to document units of service provided.

S. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their data prior to submission to the Fresno-Madera Area Agency on Aging.

T. The service provider must report the unduplicated client count on a quarterly basis via the September, December, March, and June Monthly Service Unit Reports, and must maintain documentation of the number of unduplicated clients. An unduplicated count can be determined by the use of a single descriptive profile or master client registry maintained by the service provider.

Exhibit B

Budget

The Agency on Aging sends budget forms in Excel format to service providers via e-mail.

Please return two completed sets of the budget with the signed and completed contract documents.

Please contact the Agency on Aging's fiscal department at (559) 600-4405 to request hard copies of the blank worksheets if needed.

(Revised June 2015)

FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2016-17

CONTRACTING AGENCY: City of Madera CONTRACT NO: 17-0144

PROGRAM: Title III B - Transportation REVISION NO:

A. POSITION TITLE		B. FTE % (40 Hrs = 100%)	C. FULL ANNUAL SALARY	D. % OF TIME ON PROGRAM	E. FMAAA GRANT	F. PROGRAM DONATIONS	G. DONATIONS C-2	H. MATCHING FUNDS	I. NON-MATCHING FUNDS	J. TOTAL PERSONNEL COSTS
Community Service 1. Manager	Salary	100.0%	70,868	0.50%				354		354
Community Service 2. Coordinator	Salary	100.0%	50,611	1.00%				506		506
3. Office Assistant	Salary	100.0%	36,369	1.50%		209		335		544
4. Program Leader II Bergon	Salary	81.3%	15,985	4.00%				640		640
5. Program Leader II Pan Am	Salary	81.3%	15,985	4.00%				640		640
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries		*Page 2 Line 1 a ----->*				209		2,475		2,684
Total Payroll Taxes		*Page 2 Line 1 b ----->*				23		303		326
Total Benefits		*Page 2 Line 1 c ----->*				118		718		836
TOTAL PERSONNEL COSTS		*Page 2 Line 1 ----->*				350		3,496		3,846

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2016-2017

CONTRACTING AGENCY: City of Madera
CONTRACT NO: 17 0144
PROGRAM: Title III B - Transportation
REVISION NO:

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON-MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries		209		2,475		2,684	
b. Payroll Taxes		23		303		326	
c. Employee Benefits & Work. Comp.		118		718		836	
1. PERSONNEL COSTS		350		3,496		3,846	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n. Bus Tickets	10,195					10,195	
o.							
7. OTHER COSTS:	10,195					10,195	
TOTAL DIRECT COSTS	10,195	350		3,496		14,041	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	10,195	350		3,496		14,041	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of $500 including taxes, shipping and installation)

** List all proposed purchases on page 4 of single or individual items with a cost in excess of $100 including taxes, shipping and installation.

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2016-17

CONTRACTING AGENCY: City of Madera
PROGRAM: Title III B - Transportation

CONTRACT NO: 17-0144
REVISION NO:

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	10,195	
2. Program Donations:		
Current Year Program Donations	350	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Madera General Fund	3,496	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING *(These totals must agree with the totals shown at the bottom of Page 2 column F and G)*	14,041	
Total from Page 2, Columns F and G	14,041	
Variance (must be zero)	*0*	*0*

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPIES AND EQUIPMENT PURCHASES: FY 2016-17

CONTRACTING AGENCY: City of Madera CONTRACT NO: 17-0144

PROGRAM: Title III B - Transportation REVISION NO:

	ITEM QUANTITY (Must List number)	Item Type / Descripton	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to he used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
f								
g								
h								
i								
j								
k								
l								
m								
n								
o								
p								
q								
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING $100 PER INDIVIDUAL OR SINGLE ITEM:							
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							
a								
b								
c								
d								
e								
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING $500 PER INDIVIDUAL OR SINGLE ITEM:							

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

Exhibit C

ANNUAL SUMMARY OF ACTIVITIES

PROGRAM & SERVICE: Title III B Supportive Services: Transportation

SERVICE PROVIDER: City of Madera

CONTRACT NUMBER: 17-0144

CONTRACT EFFECTIVE: July 1, 2016 to June 30, 2017

GOAL: The goal of Transportation is to secure or provide transportation to assist older persons in obtaining essential services.

SERVICE	DEFINITION
Transportation	Transportation is defined as transportation from one location to another, and does not include any other activity. Transportation may include travel vouchers and transit passes.

SERVICE	NAPIS ID	UNDUPLICATED INDIVIDUALS TO BE SERVED	UNITS OF SERVICE TO BE PROVIDED	UNIT OF MEASURE
Transportation	10	200	19,848	1 One-Way Trip

Exhibit D

PROGRAM COST EFFICIENCY

Complete a Program Cost Efficiency form for each contracted program. If more than one service location, include the total number of contracted program service units for all service locations.

Contract Effective: July 1, 2016 through June 30, 2017

Service Provider: City of Madera

Contract Number: 17-0144

Service: Transportation

FMAAA Grant Funds	$10,195
Total Program Service Units	19,848
*Cost per Unit of Service	$0.51

**FMAAA* Grant Funds divided by Total Program Service Units*

Grant funds received from the FMAAA and all other sources	
Total Program Service Units	19,848
**Cost per Unit of Service	

***Grant funds from all funding sources divided by Total Program Service Units*

Exhibit E
Program Narrative

1. AGENCY'S HISTORY OF SERVICE TO OLDER ADULTS

City of Madera	1907
Organization Name	**Year Established**

Type of Organization (Check One)			
X	City Government		Non-Profit 501(c)(3)
	County Government		For-Profit
	Joint Powers Authority (JPA)		Other:

List programs/services your organization provides for older adults, and the number of years your organization has provided the program/service.

Program/Service	# of Years
Transportation	17
Congregate Nutrition	32
Adult Day Care	27
Recreational Activities	32
Leisure Trips	32
Health & Wellness Presentation / Fitness Class	12
Computer Classes	4

2. SERVICE AREA

Where will the contracted program be provided?

Street Address	City	Zip Code
Frank Bergon Senior Center 238 South D Street	Madera	93638
Pan American Senior Center 703 E Sherwood Way	Madera	93638

3. LANGUAGE TRANSLATION NEEDS & PROVISIONS

	Enter an "X" in the boxes below to indicate who speaks the language listed to the left.		
	Program Participants	Program Staff	Program Volunteers
English	X	X	X
Spanish	X	X	X
Hmong			
Arabic			
Armenian			
Cantonese			
Farsi (Persian)			
Filipino (Pilipino/Tagalog)			
Hindi			
Japanese			
Khmer (Cambodian)			
Khmu			
Korean			
Lao			
Mandarin (Putonghua)			
Mien (Yao)			
Mixteco			
Portuguese			
Punjabi			
Russian			
Thai			
Ukrainian			
Urdu			
Vietnamese			
Other:_____			

What resources does your organization use, or have available to use, when interpretation is needed for a program participant?
The City of Madera has a translation technology system from an institute of Local Government (ILG) grant. The system is available to residents at council meetings and other large community events. Fifty such devices are available for special presentations to the senior populations; they can also be used for those who are hearing impaired

How does your organization provide the contracted service to individuals who speak a language that is not spoken by program staff or volunteers?
There are several staff and volunteers who are fluent in Spanish which is the common spoken other language. If other languages are needed, staff is available to assist

4. CONFIDENTIALITY PROCEDURES

How does your organization protect the confidentiality of the program participant during verbal discussions? *(For example, asking the program participant for their date of birth, phone number, and any other information that identifies the individual and is needed to complete the client intake form)*
Confidentiality with our participants is done by providing a private place, most commonly a closed office

How does your organization protect confidential information obtained from program participants, such as client intake forms, from disclosure?
Staff completes the intake form in a closed office and all records are kept in a locked cabinet and secured in the designated area. In-service regarding the need for confidentiality is continually given at staff meetings and no information is provided without the Director's approval

Exhibit E
Program Narrative

Contracted Program:	Transportation

5. PROGRAM DESCRIPTION

Provide a brief description of how your organization provides the contracted program.

Currently two types of services are offered:

1. Subscription service: Whereby a senior citizen arranges for pick up and drop off at regularly scheduled times

2. Non-Subscription Service: Whereby a senior citizen must call to arrange for pick up

Both types of services provide curbside pick up and are offered within Madera City limits

What was the primary accomplishment achieved by the contracted program in the past year?

Serving 335 unduplicated seniors with transportation tickets. The seniors would not have had transportation to nutrition site, doctors, grocery store, etc. had it not been for the bus tickets

Please describe another accomplishment achieved by the contracted program in the past year.

The transportation bus tickets enable a senior to continue to have a good quality of life by helping them get to where they need to go and not having to rely on friends and family to get them to appointments

6. CASE STUDY

Briefly describe how the contracted program successfully met the needs of a program participant in the past year. Do not use real names.

A senior explains:
Coming to the center via bus transportation has made a huge difference in my life. I cannot walk very far, so I use a motorized wheelchair to get me around. By having the availability of bus tickets I can get out more, use the senior center for meals and socialization, get to appointments and shop for my groceries.

Exhibit E
Program Narrative

7. STAFFING

Please provide the names and titles of all staff listed in the Personnel section of the contract budget (Exhibit B).

Name	Title
Ozzie Naranjo	Community Programs Manager
Corinne Long-Folk	Community Programs Coordinator
Marylin Hall-Zunino	Administrative Assistant
Susan Gonzales	Program Leader II – Pan American
Lauren Magdaleno	Program Leader II – Frank Bergon

***Please provide the name and contact information for the person who has primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.**

Ozzie Naranjo	Community Programs Manager
Name	*Title*
(559) 661-5495	onaranjo@cityofmadera.com
Telephone Number	*E-mail Address*

***Attach the following documents to the "Documents Required to Execute Contract" checklist:**

- The **job description** for this position;
- The **resume** for the person occupying this position.

Exhibit E
Program Narrative

8. SERVICE PROVIDER TIME FRAME

What days and hours will the <u>contracted program</u> be available? *(Please note that these are not necessarily the same hours your organization/facility is open.)*

Location	Days Open	Start Time	Close Time
Frank Bergon Senior Center	M-T-W-Th-F	8:00 am	2:00 pm
Pan American Senior Center	M-T-W-Th-F	8:00 am	2:00 pm

Month	Enter Dates of Holidays & Other Planned Closures	Total Days Service to be Provided
July 2016	7/4/16	24
August 2016		23
September 2016	9/5/16	21
October 2016	10/10/16	20
November 2016	11/11/16; 11/24/16; 11/25/16	19
December 2016	12/26/16	21
January 2017	1/2/17; 1/16/17	20
February 2017	2/20/17	19
March 2017		23
April 2017		20
May 2017	5/29/17	22
June 2017		22
Total Days of Contracted Service to be Provided under this Agreement:		**254**

Exhibit E
Program Narrative

9. PROGRAM EVALUATION/IMPROVEMENT

In reviewing the past year's performance, identify areas that your organization could focus on for improvement of the contracted program.

We went beyond our projected unduplicated transportation participant numbers this year due to focusing on increased and different marketing. However, there is an untapped group of baby boomers that we have not reached through our past marketing strategies

How would participants of the contracted program benefit from these improvements?

Seniors / baby boomers, who currently do not participate in our programs, may look up local services that they need on their smart phones using facebook or our City of Madera webpage. Many seniors are looking for smart ways to get to Doctor appointments, grocery shopping, etc and not have it be cost prohibited. Senior transportation tickets would help them meet their needs

Describe the specific steps your organization will take to make these improvements during the current fiscal year.

Through current and new marketing strategies:

1. Continue to have the information on our facebook page
2. Buy ad space on facebook targeting senior transportation
3. Continue to provide information in our Activity guide
4. Have handouts at Business Expo, health fairs, pomegranate festival, etc

Describe how you will know if your improvement efforts are successful, and how you will measure your achievements.

1. Increase in unduplicated ridership
2. Likes / Hits on facebook
3. Information requested from our ad space on facebook
4. Continuing to ask the question on how they heard about our transportation program

Exhibit E
Program Narrative

10. OUTREACH ACTIVITIES/TARGETING PLAN *(22 CCR § 7310, WIC § 9103)*

Targeted Group of Older Individuals	How will the Targeted Group be informed of the contracted program & encouraged to participate?	Month(s) Scheduled
Reside in rural areas	Information is listed in the activity guide and are disseminated at rural commodities/food distribution sites, posted on facebook, and Madera CAPMC	Monthly
Greatest economic need *(Income level at or below the federal poverty line)*	Activity guide is given out at food distributions, senior centers, business expo, two annual senior BBQ's, and posted on facebook. MCH Home Health, Camarena Health Center, Farmer's market, Home delivered meals	Ongoing Sept '16 May '17 June '17
Greatest social need *(Need caused by non-economic factors)*	Activity guide is given out at food distributions, senior centers, business expo, two annual senior BBQ's, and posted on facebook. MCH Home Health, Camarena Health Center, Farmer's market, Home delivered meals	Ongoing Sept '16 May '17 June '17
Native Americans	Activity guides are given out during the Camarena Health Fair, and the Business Expo. The information is posted on facebook	Ongoing July '16 June '17
Minorities with greatest economic and/or social need	The activity guide is handed out at local senior centers, weekly food distribution, monthly commodities, posted on facebook. Provided to health agencies, health fairs, Senior BBQ's, and home delivered meals.	Ongoing Sept '16 May '17
Limited English proficiency	The activity guide is published in English and Spanish. The program is also listed on our facebook page	Ongoing
Severe disabilities *(Severe, chronic physical and/or mental impairment that is likely to continue indefinitely & results in substantial functional limitation in 3 or more major life activities)*	The activity guide is provided to the agencies that serve disabilities: ARP, Madera Home Health, Behavioral Health, Mental Health services and Home Delivered Meals	Ongoing
Alzheimer's disease or related disorders with neurological & organic brain dysfunction (and the caregivers of these individuals)	ADC brochure and activity guide is given to all potential and current participants families, support groups, senior centers, VCRC, Business Expo, Health agencies, Movies in the Park, and health fairs	Ongoing July '16 August '16 May '17 June '17
Lesbian, gay, bisexual, or transgender	Posting on facebook about the nutrition program, along with activity guide to Home delivered meal clients. Information is sent to www.gayfresno for posting on their website	Ongoing

Exhibit E
Program Narrative

Exhibit F

Service Provider Emergency Resource Information

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Frank Bergon Senior Center
Street Address	238 South D Street
City/ST/Zip	Madera, Ca 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Supervisor	E-mail	onaranjo@cityofmadera.com
Office Phone	559-661-5495	Cell Ph	

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	Clongfolk@cityofmadera.com
Office Phone	559-661-5495	Cell Ph	

Please check all emergency services that could be provided from this site:			
	Emergency Power/Generator		CB Radio
X	Emergency First Aid		Ham Radio
X	Cooking Facilities		Internet Access
X	Distribution Site for Food & Water		Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	X	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals to disaster services?		X
Does this site have a dedicated vehicle that is lift-equipped?		X
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	X	

How many people can this facility provide emergency shelter for?	100
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster: N/A

Exhibit F

Service Provider Emergency Resource Information

Please complete for each location from which contracted services are offered.

Organization	City of Madera
Site Name	Pan-Am Community Center
Street Address	703 East Sherwood
City/ST/Zip	Madera, Ca 93637

Primary Contact	Ozzie Naranjo		
Job Title	Community Programs Supervisor	E-mail	onaranjo@cityofmadera.com
Office Phone	559-661-5495	Cell Ph	559-395-2715

Secondary Contact:	Corinne Long-Folk		
Job Title	Community Programs Coordinator	E-mail	Clongfolk@cityofmadera.com
Office Phone	559-661-5495	Cell Ph	

Please check all emergency services that could be provided from this site:

	Emergency Power/Generator		CB Radio
X	Emergency First Aid		Ham Radio
X	Cooking Facilities	X	Internet Access
X	Distribution Site for Food & Water	X	Spanish Translation
	Counseling Services		Sign Language Translation
	Home/Neighborhood Cleanup		Other Translation:

	Yes	No
Can this site provide temporary shelter space for 48 hours or more in the event of an emergency?	X	
Is this site able to help with assessing the needs of older individuals in the neighborhood or community following a disaster?	X	
Following a major disaster, can this site help transport older individuals to disaster services?		X
Does this site have a dedicated vehicle that is lift-equipped?		X
Given the resources, can this site expand meal services following a disaster to meet needs in the community?	X	

How many people can this facility provide emergency shelter for?	390
How many days can this facility function using its back-up power source?	0
How many gallons of water are stored on-site as an emergency supply?	0

Please list any additional services your site can provide in the event of a disaster: N/A

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: August 3, 2016

Agenda Number: B-4

SUBJECT: Consideration of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District

RECOMMENDATION: Staff requests that the Council adopt a resolution appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District.

SUMMARY: The attached letter was received from the Madera County Mosquito and Vector Control District (District) requesting consideration of appointing Donald Horal to a new term as the City's representative on the District's Board of Trustees. Mayor Poythress would like to appoint Mr. Horal to a new term.

The term of office for Donald Horal expired on January 1, 2016. He has been serving two year terms as the City's representative since March 15, 2006 and is interested in continuing to serve.

The Board of Trustees for the District is comprised of seven (7) members. The selected individual must be a registered voter and resident of the City.

The District is responsible for conducting effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors. The Board of Trustees is the governing body charged with establishing the policies and guidelines for the operation of the District and the faithful implementation of those policies which is the responsibility of the employees of the District.

FINANCIAL IMPACT: None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN - Appointments to boards are not specifically addressed in the Vision Plan; the action however, does support Strategy 111 – Local Agencies Share Vision: Promote greater alignment of local government agencies under a shared community vision.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING DONALD HORAL TO THE BOARD OF TRUSTEES OF THE MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

WHEREAS, Division 3, Chapter 1, of the California Health and Safety Code (the "Law") sets forth the provisions for the creation and formation of the Madera County Mosquito and Vector Control District, its Board of Trustees, and selection of its members to the Board of Trustees; and

WHEREAS, the Law sets forth appointment and membership requirements, terms of office and removal of trustees to the Madera County Mosquito and Vector Control District; and

WHEREAS, Section 2021(b) of the Law authorizes the governing body of the City of Madera to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the City Council of the City of Madera is the governing body within the electorate of the City of Madera and authorized to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the term of office of the City's current representative on the Board of Trustees of the Madera County Mosquito and Vector Control District expired January 1, 2016; and

WHEREAS, it is the desire and intention of the Madera City Council to appoint Donald Horal as its representative to the Madera County Mosquito and Vector Control District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. Donald Horal is hereby appointed to the Office of Trustee to the Board of Trustees of the Madera County Mosquito and Vector Control District.

3. The term of appointment shall be through January 1, 2018.

4. This resolution is effective immediately upon adoption.

****

MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

3105 AIRPORT DRIVE
MADERA, CALIFORNIA 93637
TELEPHONE (559) 662-8880
FAX NUMBER (559) 662-8883
E-MAIL leoi_mmvcd@unwiredbb.com

BOARD OF TRUSTEES
JEFF COULTHARD, PRESIDENT
CHRIS GREEN, VICE PRESIDENT
PETER FRY, SECRETARY
MINNIE AGUIRRE
DAVID BUMP
DONALD HORAL
DENNIS MEISNER

DISTRICT PERSONNEL
LEONARD IRBY, MANAGER
ALEX SCALZO, FIELD FOREMAN
MONICA MARTINEZ, SECRETARY/BOOKKEEPER
WILLIAM ROWLES, MECHANIC

July 18, 2016

Dear Sonia,

The District's Board Member Donald Horal's term representing the City of Madera has expired as Trustee appointed by the City Council? Donald would like to serve another term and has done an excellent job in the past. Please put this on the City Council's Agenda for approval as soon as possible?

Best Regards

Leonard Irby

RECEIVED
City of Madera City Clerk
By: A Alvarez
Date: 7/18/16
c: City Administrator
City Attorney
Comm. Dev. Dir.

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF August 3, 2016

AGENDA ITEM NUMBER B-5

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

Subject: Consideration of a Resolution Approving Madera County Center for the Arts Funding

Recommendation:

Staff recommends that the Council:

Adopt a resolution to approve the change in funding plan and authorize City participation in the work plan as described in this report.

Discussion:

At its March 4, 2015 meeting, the Council authorized an amendment to its budget allocating up to $100,000 to participate in the planning of an Arts Center in the City's downtown core. The City's participation was contingent upon equal participation in funding by the City, Madera County and the Madera Unified School District.

In the time since Council action, an ad hoc committee including Councilmember Robinson and the City Administrator has been defining the elements of the study and refining the funding plan. MUSD found that legal limitations on their use of funds prevented their equal participation in the study portion of the work element. The ad hoc committee settled on the following split of costs which have since been approved by the County and MUSD. The City Council must now rescind their prior direction and approve the new funding plan in order for the project to move forward.

1. Downtown Master Plan $70,200
   Split between City and County
2. Theater and Performing Arts $126,080
   Split between City, County and MUSD
3. Reimbursables (for activities 1 and 2) $3,720
   Split between City and County
4. Economic Analysis $33,750
   Split between City and County
5. Old library adaptive re-use $85,655
   Paid by County
6. Contracting, management of the planning phase
   Covered by Madera County Arts Council

To summarize, the County will pay $181,517; **City will pay $95,862**; MUSD will pay $42,027. The Madera County Arts Council will cover expenses related to the project management and contract management.

Fiscal Impact

The fiscal impact is estimated to be $95, 862 from funds already allocated in the General Fund.

Consistency with the Vision Plan

An entire section of the *Vision Plan* is dedicated to "A Rich Cultural Life". The references to support the Arts are too many to be easily captured in this report but may be briefly summarized as follows:

Strategy 311. Public Arts Program; Establish a public arts program to express and honor Madera's diverse multicultural and ethnic back grounds.

Strategy 314. Provide facilities for all arts in Madera including performing, visual, musical, written and vocal.

Strategy 315. Promote the Arts in Madera.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2016-2017 BUDGET APPROPRIATING FUNDS TO SPECIFIED ACCOUNTS FOR FUNDING OF A FEASIBILITY STUDY FOR THE PROPOSED MADERA COUNTY CENTER FOR THE ARTS AND RESCINDING RESOLUTION NO. 15-49

WHEREAS, in March of 2015, the Madera County Center for the Arts Partnership ("MCCAP") approached the City with a request for a share of funding of a feasibility study for the proposed Madera County Center for the Arts; and

WHEREAS, the proposed Center for the Arts will benefit the City of Madera and improve the quality of life for the community as well as serve to revitalize downtown Madera; and

WHEREAS, the City desires to partner with MCCAP, the County of Madera and Madera Unified School District to conduct a feasibility study for the proposed center; and

WHEREAS, the City would like to amend the City of Madera FY 2016-2017 budget to reflect sufficient appropriations for funding of the feasibility study.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Madera hereby resolves, finds and orders as follows:

1. The above recitals are true and correct.

2. The appropriate FY 2016-2017 budget accounts are hereby amended as per Exhibit AA attached.

3. The City Clerk is directed to forward a copy of this resolution to the Director of Finance who shall take all necessary steps to implement the amendments.

4. The approval of the appropriation contemplated herein shall only be valid upon approval of appropriations by the governing bodies of the County of Madera and Madera Unified School District in the amounts of $181,517 and $42,027 respectively.

5. Resolution No. 15-49, and all other resolutions in conflict herewith, are hereby rescinded.

6. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT AA

FUND: GENERAL FUND - 10200
DEPT: 405 COMMUNITY PROMOTION

Expense Account:

1915-3070	Funding to Outside Agencies – Arts Council	$95,862
		$95,862

To appropriate funding for the City's proportionate share of cost, not to exceed $95,862 for a feasibility study related to the proposed Madera County Center for the Arts.

Note: As this budget amendment reflects an increase to General Fund expenditures without an offsetting credit, the net impact to the General Fund Reserves will be $95,862.

Return to Agenda

REPORT TO CITY COUNCIL

MEETING DATE: August 3, 2016

AGENDA ITEM NUMBER: B6

Approved By:

PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving a Reimbursement Agreement with Kevin Weaver for Sidewalk Repair at 3149 Tragon Drive and Authorizing the Mayor to Execute the Agreement on Behalf of the City.

RECOMMENDATION: Staff recommends Council approve the agreement with Kevin Weaver for reimbursement of sidewalk repair work through the Sidewalk Repair Cost Assistance Program. Staff further recommends Council authorize the Mayor to execute the Agreement on behalf of the City.

SUMMARY: Kevin Weaver is the property owner of 3149 Tragon Dr and wishes to enter into an agreement with the City of Madera in order to receive $3,985 reimbursement for curb and gutter, sidewalk and driveway repair costs under the Sidewalk Repair Cost Assistance Program.

DISCUSSION: The City Council, at their January 21, 2015 meeting, adopted Resolution **No. 15-21,** approving the Sidewalk Repair Cost Assistance Program. The program assists property owners with the costs of portions of the sidewalk, curb or gutter that are in need of repair.

Kevin Weaver expressed interest in the Program to cure raised and damaged curb and gutter, along with sidewalk issues, caused principally by root intrusion from the existing street trees, adjacent to his property. The Public Works Department met with Kevin Weaver and determined the scope of work eligible under the program; was 47 lineal feet of the curb and gutter, along 47 lineal ft of sidewalk and 88 square ft of driveway approach starting at the Western property line of 3149 Tragon, Dr and continuing East. The damage appears to be due to lifting from tree roots.

Upon review of the scope of work, Kevin Weaver was advised to follow the guidelines of the program and obtain three bids from contractors. Once the bids were received, the Public Works Department reviewed the bids along with the property owner. Out of the bids received, the lowest responsive proposals were from Fuentes Concrete and John's Tree Service.

The breakdown of costs for this project is as follows:

	Total Cost	City Share	Property Owner Share
Curb/Gutter/ Sidewalk	$5,600	$2,800	$2,800
Driveway Approach	$570	$285	$285
Tree Removal	$1,800	$900	$900
TOTAL	**$7,970**	**$3,985**	**$3,985**

Since the start of the Sidewalk Reimbursement program in April 2009 there have been 44 people who have expressed interest in the program. Of those 44, 16 have participated in the program including Kevin Weaver.

With the inclusion of tonight's agreement, a total of $3,985 will be expended from the program for Fiscal Year 2016/17.

FINANCIAL IMPACT: There is approximately $10,000 remaining in LTF funds which is allocated in Account No. 5830-5100 for the Sidewalk Repair Cost Assistance Program. This item will reduce that balance by $3,985.

VISIONING: This action is consistent with strategy 401 – Develop and promote Madera as a walk-able community with an emphasis on improving the quality of the natural resources.

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT WITH KEVIN WEAVER FOR SIDEWALK REPAIR AT 3149 TRAGON DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera is committed to the maintenance and continuous improvement of the City's infrastructure; and

WHEREAS, the City desires to maintain a harmonious, peaceful environment; and safe walkable neighborhoods; and

WHEREAS, the City Council has adopted Resolution No.15-21, approving the Sidewalk Repair Cost Assistance Program that reimburses the adjacent property owner for a portion of the cost of sidewalk and curb/gutter repair/replacement of approved costs within the limits of the program funds; and

WHEREAS, Kevin Weaver plans to repair the sidewalk adjacent to 3149 Tragon Drive; and

WHEREAS, Kevin Weaver desires to enter into an agreement with the City for reimbursement which is on file in the office of the City Clerk entitled, "AGREEMENT FOR SIDEWALK REPAIR REIMBURSEMENT FOR 3149 TRAGON DR".

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds orders and resolves as follows:

1. The above recitals are true and correct.

2. The agreement for Sidewalk Repair Reimbursement for 3149 Tragon Dr "Reimbursement Agreement", 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 Reimbursement Agreement on behalf of the City.

4. This resolution is effective immediately upon adoption.

AGREEMENT FOR SIDEWALK REPAIR REIMBURSEMENT FOR 3149 TRAGON DRIVE

This Agreement is made this _____ day of _____, 2016, by and between the City of Madera, hereinafter referred to as "City," and Kevin Weaver hereinafter referred to as "Owner(s)" in regard to the property of 3149 Tragon Drive

RECITALS:

A. City has determined that many sidewalks, curbs and gutters within the City are in need of repair or replacement, and has developed and adopted guidelines and set aside a limited amount of funding for a 50/50 owner participation sidewalk repair program (the Program) which will facilitate the repair of sidewalks and assist owners of abutting properties in financing such repairs.

B. The Streets and Highways Code requires owners of property abutting sidewalks, including curbs and gutters, to maintain sidewalks in a condition that will not endanger the public or interfere with public convenience.

C. Owner desires to repair the sidewalk abutting Owner's property and desires to participate in the City's Sidewalk Repair Program.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and Owner as follows:

1. Scope of Work. Owner and City have determined the scope of repairs to be undertaken to the sidewalk abutting Owners property (the Work), and the scope of the Work to be performed is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Duties of Owner. The Owner shall obtain bids from three contractors to perform the Work as set forth in Exhibit A. The bids obtained must be calculated using

prevailing wages. The contractors shall all be licensed by the State of California. Owner shall provide City with copies of all three bids.

3. Selection of Contractor. City shall review the bids provided by Owner and shall select the lowest responsive bidder and shall notify Owner of which bid has been selected. City shall not consider any bids which were not prepared using prevailing wages. Owner shall take all steps reasonably necessary to engage the selected contractor in performing the Work as set forth in Exhibit A. City shall not be a party to any contract or other agreement between Owner and the contractor performing the Work.

4. Commencement of Work. Owner shall ensure that Work shall commence within 30 days of execution of this Agreement, and shall ensure that the Work shall be completed no later than 90 days from execution of this Agreement.

5. Inspection and Approval of Work. The property owner shall apply for an encroachment permit through the Engineering Office. All fees for this permit shall be waived. Upon notification by Owner that the Work has been completed, City shall inspect the work and shall approve the Work if it meets all applicable standards and specifications. City approval shall be in writing on a form provided by City to Owner.

6. Payment of Contractor and Reimbursement. Upon completion of the Work as evidenced by written approval of City, Owner shall pay to the contractor the entire amount due for the contractor's completion of the Work. City shall upon satisfactory evidence of payment in full to the contractor by Owner, reimburse the amount stipulated by this agreement, which shall not exceed Three Thousand nine Hundred and Eighty-Five Dollars, ($3,985). City reimbursement shall only be made in accordance with a bid selected by City pursuant to Section 3 herein.

7. Indemnification. The Owner agrees to indemnify and defend the City and hold it, its Council, commissions, officers, volunteers, employees and agents free and harmless

from and against any and all claims, lawsuits, judgments, costs, expenses and attorneys fees on account of injury to persons or damage to property arising out of or resulting from the negligence or willful misconduct of the Owner in the performance of this Agreement except for the sole negligence or willful misconduct of the City.

8. Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

9. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

10. Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving fifteen (15) days written notice of intent to terminate the contract.

11. Notice. Any notice required hereunder shall be mailed

To the City:

City of Madera
c/o Dave Randall, Public Works Director
1030 S. Gateway Dr.
Madera, CA 93637

To the Owner:

Kevin Weaver
3149 Tragon Dr
Madera, CA 93637

12. Assignment. Neither the City nor Owner shall assign its interest in this Agreement without the written consent of the other.

13. Complete Agreement of Parties. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

Robert L. Poythress
Mayor

OWNER

Kevin Weaver

Attest:

Sonia Alvarez
City Clerk

Approved as to Form:

Brent Richardson
City Attorney

Exhibit A

Sidewalk Repair Reimbursement Program Scope of Work

APPOINTEE DETAILS			
Last Name:	Weaver	First Name:	Kevin
Address:	3149 Tragon Dr	Zip Code:	93637
Home # :		Cell # :	

SCOPE OF WORK
Location: At the Western property line moving East, 47 Ln ft of sidewalk (88) square ft of driveway approach and 47 Ln ft of curb and gutter
Repairs Required: 1. Total of 47 lineal ft. of sidewalk along with 47 lineal ft of curb and gutter and 88 square ft of driveway approach to be replaced due to cracked/damaged/raised concrete
- City is not responsible for costs associated with replacing any rocks or grass in the area on the side of the sidewalk
- Contractor shall install new sidewalk, driveway approach, curb and gutter to City Standards
City Cost Share:
Total cost of work shall be $7,970.00 based upon the bids of from Fuentes Concrete and John's tree Service for sidewalk, driveway approach, curb and gutter repair, and tree and stump removals.
- Owner's cost shall be $ 3,985.00
- City's cost shall be $ 3,985.00

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of August 3, 2016
Agenda Item Number B-7

SUBJECT: **MINUTE ORDER - ACCEPTING THE SURFACE SEALS AT VARIOUS STREETS CITY PROJECT NO. ST 16-01 AND AUTHORIZING RECORDING OF THE NOTICE OF COMPLETION**

RECOMMENDATION:

1. That the City Council approve Minute Order:
   a. Accepting the Surface Seals at Various Streets City Project No. ST 16-01
   b. Authorize the recording of the Notice of Completion.
   c. The release of retention after 35 days from recording of the Notice of Completion.

SUMMARY:

On May 4, 2016, the City Council awarded a contract to Talley Oil Inc. in the amount of $442,219.85. An increase in contingency and Change Order No. 1 was also approved by Council on June 1, 2016 in the amount of $132,487.

The Contractor has completed the project in accordance with the plans and specifications. A final project inspection was also held in which the Public Works Department and the Engineering Division determined they could accept the project. The project can now be accepted by the City Council and a "Notice of Completion" recorded.

DISCUSSION:

The work in general consisted of a chip seal surface application designed to extend the pavement life and improving the pavement surface to provide a smooth pavement surface. The process consisted of spraying a bituminous binder on the entire street surface followed with the placement of chip-rock aggregate that is immediately rolled and compacted (embedded into the binder) by pneumatic (rubber tire) rollers. Excess material was swept away followed by a fog seal placed about 2 days after application of the chip seal.

The chip seal treatment is a part of the Public Works Department pavement preservation program whereby the application of the asphalt emulsion mixed with the graded aggregate and fog seal is expected to add up to 7 or 8 years of life to the City streets being treated.

The original contract amount was $442,219.85. One contract change order was processed in the amount $132,487. The total cost of the project is $574,706.85, with the funding provided by Measure T, Local Transportation Program (LTP), Street Maintenance and Supplemental Street Maintenance fund.

The final progress payment less the retention of five percent has been processed. The contractor completed the project within the contract time and within the available budget. It is recommended that the Council accept the completed project.

FINANCIAL IMPACT:

Funds for this project were budgeted for FY 2015/16 with Measure T, LTP Street Maintenance and Supplemental Street Maintenance funds in Account No. 1825-3140. The project will not have a financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 126.0 – This surface seal project will provide safe, clean and attractive streets consistent with the Madera Vision 2025 Plan.

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 **AUGUST 3, 2016**
7. The name of the original contractor, if any, for such work of improvement was **TALLEY OIL, 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 competed is in the City of **Madera** County of **Madera**, State of California, and is described as follows:

SURFACE SEALS AT VARIOUS STREETS CITY OF MADERA PROJECT NO. ST 16-01

SURFACE SEALS AT VARIOUS STREETS CITY OF MADERA PROJECT NO. ST 16-01

10. The street address of said property is Madera City Limits
(If no street address has been officially assigned, insert "none".)

Dated: _____

Keith Brent Helmuth, P.E
City Engineer

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

_____
Keith Brent Helmuth, P.E

Subscribed and sworn to (or affirmed) before me on this ___ day of August, 2016, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Date

_____
Sonia Alvarez, City Clerk

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Dania Alvarez
Department Director

City Administrator

Council Meeting of: August 3, 2016

Agenda Number: B-8

SUBJECT: Consideration of a Resolution Calling For and Giving Notice of the Holding of a General Municipal Election to be Held November 8, 2016 for the Election of Certain Officers of the City of Madera for Council Districts 2, 4, and 6, and the Mayor of the City of Madera Elected At-Large; Requesting Consolidation Thereof with the Statewide Election; and Requesting that the Madera County Clerk Render Specified Election Services

RECOMMENDATION: Staff recommends that the Council adopt the resolution calling for and requesting consolidation of the City's general election with the statewide election to be held November 8, 2016, and that the Madera County Clerk render specified election services.

SUMMARY: The term of office for Members of the City Council elected to serve Districts 2, 4, and 6, and the Mayor's seat, are scheduled to expire the first Council meeting in December of this year. The resolution being considered calls for and requests consolidation of the City's general election, with the statewide election, to be held November 8, 2016, and that the Madera County Clerk conduct the election. Members of the City Council, including the Mayor, serve four year terms.

DISCUSSION:

Pursuant to California Elections Code §10403, the City must file a resolution with the Madera County Board of Supervisors at least 88 days prior to the date of the election; by August 12, 2016. The resolution requests that the Madera County Board of Supervisors authorize the consolidation of the City's general election with the statewide election to be held November 8, 2016 and that the Madera County Clerk conduct the election.

FINANCIAL IMPACT:
The estimated cost for election services for the four Council seats and the proposed public safety tax measure, to be considered as a separate item on this evenings agenda, is $85,000. The amount is included in the adopted budget for FY 2016/2017.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN
Strategy 302 – District Representation: Establish district representation in Madera with a separate election process for Mayor.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS OF THE CITY OF MADERA FOR COUNCIL DISTRICTS 2, 4, AND 6, AND THE ELECTION OF MAYOR AT-LARGE TO BE HELD IN THE CITY OF MADERA ON NOVEMBER 8, 2016 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a general municipal election shall be held on November 8, 2016 in the City of Madera, for the election of three members of the City Council to be elected by district for a term of four years for Council Districts 2, 4, and 6; and the election of the Mayor at-large for a term of four years; and

WHEREAS, Section 10002 of the Elections Code of the State of California provides that the governing body of the city may by resolution request the board of supervisors of the county to permit the county clerk to render specified services to the city relating to the conduct of elections; and

WHEREAS, the City Council desires to call such election and request its consolidation with the statewide election to be held on the same date and have the Madera County Clerk perform specified election services to the City of Madera.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA, hereby resolves, determines, finds, and orders as follows:

1. Pursuant to the Elections Code of the State of California there is called and ordered held in the City of Madera, California, on Tuesday, November 8, 2016, a general municipal election of the qualified electors of the City of Madera for the election of three members of the City Council to be elected by district for a term of four years for Council Districts 2, 4, and 6; and the election of the Mayor at-large for a term of four years.

2. The ballots to be used at the election shall be in such form and content as may be required by law to be used at the election.

3. Pursuant to Section 10002 of the Elections Code, the City requests the Board of Supervisors of the County of Madera to permit the Madera County Clerk to render specified services to the City relating to the election.

4. The Madera County Clerk is authorized and directed to do any and all things necessary in order to ensure the lawful conduct of the election.

5. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding elections in the City of Madera that are consolidated with any other election.

6. Notice of time and place of holding the election is given and the Madera County Clerk is authorized and directed to give such further or additional information in the time, form and manner as required by law in connection with the election.

7. Pursuant to Section 10403 of the Elections Code of the State of California, the Board of Supervisors of the County of Madera is hereby requested to consolidate the election referred to herein with the statewide election to be held on Tuesday, November 8, 2016.

8. For and in consideration of the election services rendered by the Madera County Clerk, the City of Madera agrees to pay to Madera County the proportionate share of reasonable expenses of said election, said share to consist of all direct costs as determined by the Madera County Clerk to be directly related to the conduct of the City of Madera's general municipal election together with the City's proportionate share of the expenses for election services rendered by Madera County that are being shared equally with other jurisdictions, if any, by virtue of the consolidation of the City's municipal election with elections being held by other jurisdictions, if any, in the City of Madera on November 8, 2016.

* * * * * * * * *

Return to Agenda

REPORT TO CITY COUNCIL

Council Meeting of August 3, 2016
Agenda Item Number B-9

Approved by

FOR: *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 SOUTH 'H' STREET BETWEEN THE 9TH STREET ALIGNMENT AND MADERA AVENUE

RECOMMENDATION:

That City Council approve Resolution No. 16-_____:

1. Making a finding that excess street right-of-way on South 'H' Street between the 9th Street Alignment 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.madera-ca.gov

SUMMARY:

The area proposed to be summarily vacated has existed as City of Madera right-of-way since the late 1950s. At that time, 'H' Street was realigned by Caltrans to make room for the Freeway 99 right-of-way. The realigned street, a 45-foot right-of-way frontage road, follows the northbound on-ramp at Madera Avenue, as well as the freeway right-of-way, until 'H' Street becomes discontinuous at the Madera County Government Center.

While 'H' Street provides residential and other access north of the Silva Ford dealership, the south approximately 600 feet being proposed for vacation serves only as frontage for the dealership. A cul-de-sac for 'H' Street is proposed at the north line of the dealership. The right-of-way for this cul-de-sac will be dedicated as part of a future action.

DISCUSSION:

Residents taking access from 'H' Street between 7th Street and the proposed cul-de-sac will no longer be able to access Madera Avenue directly from 'H' Street, but alternate neighborhood access is readily available. As part of the vacation, the owner of the dealership has agreed to relocate a City sewer main which exists under one of his buildings to a new location outside his current parcel. A gate will be provided in the fencing at the proposed cul-de-sac to serve as access for sewer maintenance by the City. As part of this proposed vacation, the owner of the dealership caused a traffic study to be prepared, addressing the possible impacts of the vacation to be studied. The traffic study, reviewed by both the City and Caltrans, indicated minimal impacts on traffic as a result of the vacation.

Prior to the January 12, 2016 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 1805 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 and simplified sewer and 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 S-0-

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO SUMMARILY VACATE EXCESS STREET RIGHT-OF-WAY ON SOUTH 'H' STREET BETWEEN THE 9TH STREET ALIGNMENT 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 the attached Exhibits 'A' and 'B'; and

WHEREAS, the City Planning Commission, at its regular meeting on January 12, 2016, by Resolution No. 1805 determined that the proposed vacation is categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15301, (Existing Facilities); 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 SOUTH 'H' STREET VACATION BETWEEN THE 9TH STREET ALIGNMENT AND MADERA AVENUE, 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 SOUTH 'H' STREET BETWEEN THE 9TH STREET ALIGNMENT 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"

Easement for Public Street to be Abandoned

Beginning at a point on the east line of Block 5 of Hughes Addition to the Town (now City of Madera) according to the map thereof filed in Volume 4 of Maps at page 31, Fresno County Records, from which the southeast corner of Section 24, Township 11 South, Range 17 East, Mount Diablo Base & Meridian, bears South 89°12'12" East, a distance of 40.00 feet and South 00°47'48" West a distance of 647.86 feet;

Thence South 01°42'21" West, a distance of 136.81 feet;

Thence along the northeasterly right-of-way of State Route 99, North 31'48"38" West a distance 62.20 feet;

Thence continuing along said right-of-way, North 58°47'00" West a distance of 266.16 feet to the beginning of a curve concave to the north having a radius of 1017.00 feet;

Thence continuing along said right of way, westerly along said curve through a central angle of 18°57'52" an arc distance of 336.62 feet to a point of cusp with a curve concave to the west having a radius of 45.00 feet the center of which bears North 39°50'45" East;

Thence leaving said right-of-way southerly & easterly along said 45 foot radius curve, through a central angle of 81°26'13" an arc length of 63.96 feet to the north easterly right-of-way 'H' Street;

Thence southeasterly along said right-of-way being a non-tangent curve concave to the northeast having a radius of 966.00 feet the center of which bears North 48"02'59" East, through a central angle of 16°49'59" an arc distance of 283.81 feet;

Thence continuing along the said right-of-way, South 58°47'00" East a distance of 203.45 feet to the beginning of a non-tangent curve concave to the west, having a radius of 40.00 feet, the center of which bears North 58°47'00" West;

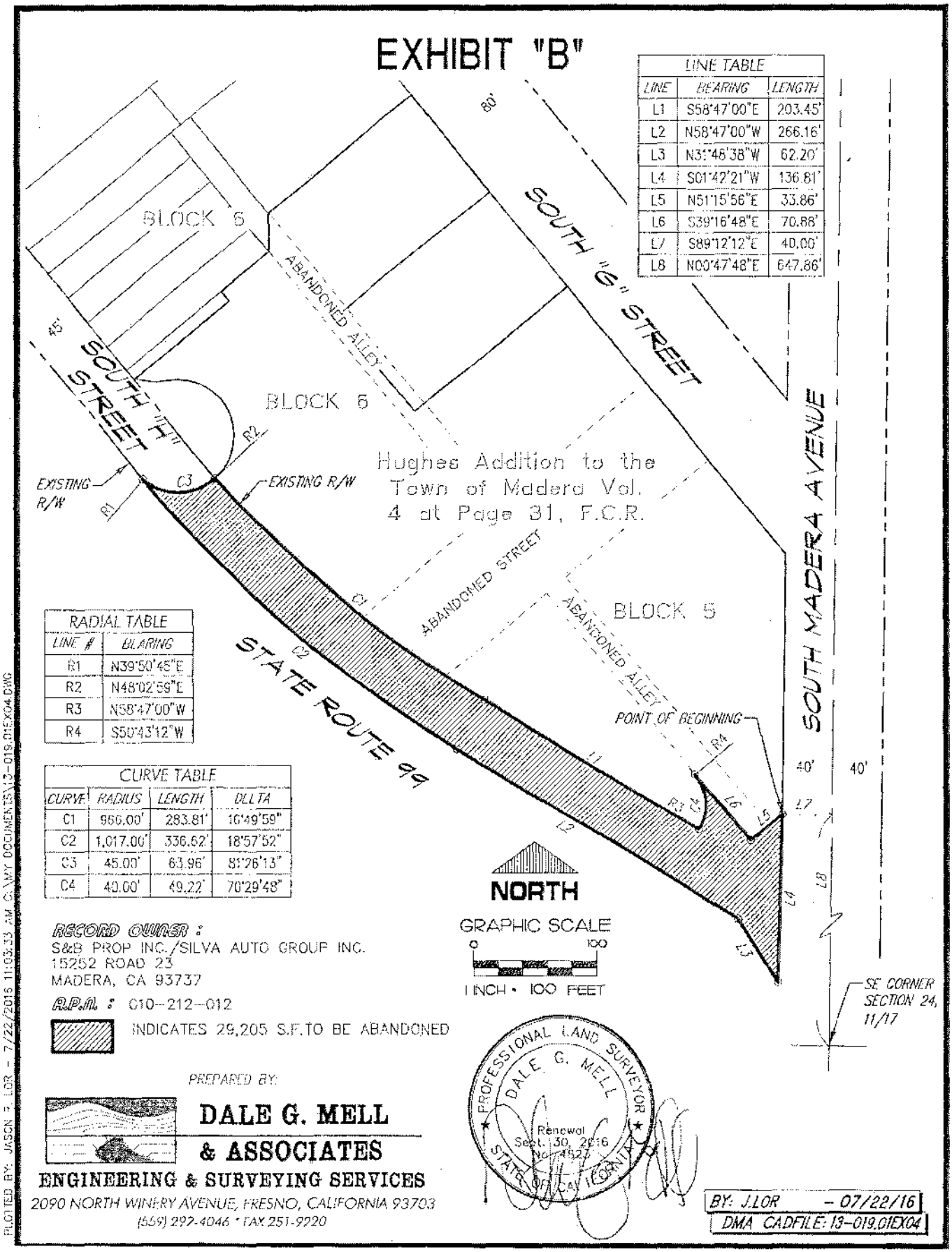
Thence northerly along said non-tangent curve through a central angle of 70°29'48" an arc distance of 49.22 feet;

Thence South 39°16'48" East a distance of 70.88 feet;

Thence North 51°15'56" East a distance of 33.86 to the POINT OF BEGINNING;

Area: 29,205 Square Feet / 0.67 Acres more or less

EXHIBIT "B"



LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°47'00"E	203.45'
L2	N58°47'00"W	266.16'
L3	N31°48'38"W	62.20'
L4	S01°42'21"W	136.81'
L5	N51°15'56"E	33.86'
L6	S39°16'48"E	70.88'
L7	S89°12'12"E	40.00'
L8	N00°47'48"E	647.86'

RADIAL TABLE	
LINE #	BEARING
R1	N39°50'45"E
R2	N48°02'59"E
R3	N58°47'00"W
R4	S50°43'12"W

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	966.00'	283.81'	16°49'59"
C2	1,017.00'	336.62'	18°57'52"
C3	45.00'	63.96'	81°26'13"
C4	40.00'	49.22'	70°29'48"

RECORD OWNER :
S&B PROP INC./SILVA AUTO GROUP INC.
15252 ROAD 23
MADERA, CA 93737

R.P.N. : 010-212-012

INDICATES 29,205 S.F. TO BE ABANDONED

PREPARED BY:

DALE G. MELL & ASSOCIATES
ENGINEERING & SURVEYING SERVICES
2090 NORTH WINERY AVENUE, FRESNO, CALIFORNIA 93703
(559) 292-4046 * FAX 251-9220

PROFESSIONAL LAND SURVEYOR
DALE G. MELL
Renewal
Sept. 30, 2016
No. 4927
STATE OF CALIFORNIA

BY: J.LOR - 07/22/16
DMA CADFILE: 13-019.01EX04

PLOTTED BY: JASON T. LOR - 7/22/2016 11:03:33 AM G:\MY DOCUMENTS\13-019.01EX04.DWG

SOUTH 'H' STREET VACATION
BETWEEN 9TH STREET ALIGNMENT AND MADERA AVENUE

Exhibit 'C'

RESOLUTION NO. 1805

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 AN APPROXIMATELY 45 FOOT WIDE BY 600 FOOT LONG SEGMENT OF SOUTH H STREET LOCATED BETWEEN THE 9TH STREET ALIGNMENT AND THE MADERA AVENUE RIGHT-OF-WAY 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 45 foot wide by 600 foot long segment of South H Street located between the 9th Street alignment and the Madera Avenue right-of-way 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 January 12, 2016 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; and

WHEREAS, completion of site plan review will be required to ultimately memorialize the conversion of the vacated street section into an integral component of the car dealership property.

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 12th day of January, 2016, by the following vote:

AYES: Ruben Mendoza, Jim DaSilva, Pamela Tyler, Jeff Dal Cerro and Kenneth Hutchings
NOES: None
ABSTENTIONS: None
ABSENT: Robert Gran, Jr. and Bruce Norton

Planning Commission
Chairperson

Attest:

Christopher Boyle
Planning Manager

Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
August 3, 2016

AGENDA ITEM NUMBER:
B-10

Approved By:

PLANNING MANAGER

CITY ADMINISTRATOR

SUBJECT: **Request to schedule public hearing for appeal of a Planning Commission decision.**

RECOMMENDATION:

Staff recommends the City Council schedule the appeal for public hearing on September 21, 2016.

SUMMARY:

On July 12, 2016, the Planning Commission revoked Conditional Use Permits 1963-23, 1989-30 and 1991-13, which cumulatively allowed for the operation of an athletic fitness club at 1803 Sunset Avenue in the R3 (Residential) Zone District with a C (Commercial) General Plan land use designation.

The benefactor of the entitlements, Christopher Montoya, filed an appeal of the Planning Commission revocation decision on July 25, 2016. The Madera Municipal Code requires that the Council, at its next duly held meeting, set a date and time for a public hearing on the appeal.

Per Section 10-3.1310(C), the City Council must render a decision on the appeal within sixty days of receipt of the appeal. Staff recommends that the City Council schedule the appeal hearing to its regular meeting on September 21, 2016.

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

RECEIVED
OFFICE OF THE CITY CLERK
JUL 25 2016
BY: [signature]

APPLICATION FOR APPEAL OF ADMINISTRATIVE DECISION

APPLICANT NAME: Merchant Men Inc, Christopher Montoya
ADDRESS: 2037 W. Bullard Ave., Ste. 348
CITY: Fresno, CA 93711 PHONE: (559) 977-6767 [illegible]mma@gmail.com

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 The City of Madera Planning Commission ON July 12, 2016 PERTAINING TO ACTION RELATING TO MY PROPERTY LOCATED AT 1803 Sunset Avenue, Madera, CA 93637, AND FURTHER IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 006-182-007. THIS APPEAL IS BASED ON:

(1) The lack of substantial evidence in the record that the property owner was in violation of the conditions of the existing use permit. The property owner and operator is actually in compliance with all of the past conditions, with the exception of a condition from 1991 requiring the submittal of a written parking plan, which the current owner agreed to prepare and did prepare, and condition from 1983 requiring shared parking agreement with the nearby Church, which is an illegal condition that cannot be imposed without the Church's consent.

(2) The Planning Commission and Staff improperly applied modern city code sections to this vested CUP in determining that the facility was out of compliance, when in actuality the permit is legally "grandfathered."

(3) The lack of substantial evidence that the neighborhood problems complained of are attributable to the fitness facility, and not other factors.

(4) The Planning Commission did not consider alternative or less drastic solutions other than revoking the use permit, and did not consider the property owner's investment-backed expectations prior to "taking" the use permit without just compensation for its value.

(5) The potential violation of due process in that some of the decision-makers may not have been unbiased prior to hearing the evidence.

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 7/25/16

DATE ACCEPTED 7/25/16

APPLICATION FEE:
Administrative $1,204
Project Approvals $605
(Fees Schedule Res. No. 14-137)

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: August 3, 2016

Agenda Number: B-11

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENTS TO AND ADOPTING THE CITY INVESTMENT POLICY.

RECOMMENDATION: Staff recommends the Council adopt the updates to the City Investment Policy.

DISCUSSION: The Finance Director and a member of his staff have reviewed the City's Investment Policy and come up with recommended changes. Two independent investment brokers, Stephen Bernstein from Morgan Stanley and Doug Robinson from Foothill Securities, also gave us their input and guidance in updating the City's investment policy. Based upon our review and with input from brokers, staff is recommending certain changes that will either further clarify information that was in the existing policy, add requirements that will strengthen the existing policy, provide more flexibility than the existing policy and/or update the policy to match with Local Agency Investment Guidelines.

The changes have been highlighted in the report. On page 1 of the proposed policy, the added information specifies which investments the investment policy does not apply to, such as bond proceeds and reserve funds which are governed by a separate code. Page 2 includes the addition of requirements related to arbitrage, which were not included in the existing policy. Performance standards have been added on page 3 of the proposed policy, which strengthen the policy by specifying how the market yield is to be measured and requiring a mark to market anaylsis to be calculated at least on a quarterly basis.

The additional information on page 5 specifies which investments (non-deliverable investments) are not required to be conducted on a delivery versus payment basis. On page 8 of the proposed policy, the maximum maturity for commercial paper is proposed to be increased from 90 days to 270 days, which is allowable by Local Agency Investment Guidelines, to provide more flexibility and opportunity for a slightly higher return on such investments. On January 1, 2016, a new rule came into effect, which allows for a separate 30 percent for collateralized certificates of deposit (including placement service certificates of deposit) from the 30 percent that is allowed for negotiable certificates of deposit. The highlighted changes at the bottom of page 5 recognize that and require verification of FDIC status, prior to purchase.

The highlighted changes on page 9 allow for more flexibility in medium term note investments, while still requiring a higher rating than what is required by State law. Also on page 9, the Local Agency Investment Fund (LAIF) has raised the maximum allowed investment in LAIF funds from $50 million to $65 million. We are simply proposing to increase our policy limit to match with LAIF's new maximum allowed limit.

On page 10, we are proposing to revise the requirements for taxable municipal bond investments (which are deemed safer than corporate bonds) to one agency rating the bonds in the highest "A" category. Section "N", which begins at the bottom of page 10 and includes most of page 11 adds a section regarding requirements for investment pools and money market funds. It requires a good amount of due diligence to be completed before making such investments.

On page 13, more specific information is being added in the proposed policy, which gives the exception to the regular $250,000 limit when investments in merged banks are grandfathered by the FDIC. Section 6, regarding portfolio monitoring is also an addition to the existing policy.

The final revision to the existing policy is the expansion of the glossary, which includes more financial terms than were included in the existing policy.

FINANCIAL IMPACT: None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is not specifically addressed in the Vision Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE NOVEMBER 2014 CITY OF MADERA INVESTMENT POLICY AND ADOPTING THE AUGUST 2016 CITY OF MADERA INVESTMENT POLICY

WHEREAS, the Madera City Council adopted the City of Madera Investment Policy (Policy) in November 2014, which Policy set forth the investment and operational policies for the management of the public funds of the City; and

WHEREAS, the Policy dictates that it "shall be reviewed annually, and submitted to the City Council for adoption by resolution on an annual basis". And, "The report to the City Council shall note any changes made to the Policy"; and

WHEREAS, staff has reviewed the Policy and found certain items within the Policy that did not meet State Code; and

WHEREAS, staff has also identified certain limits within the Policy that unnecessarily limit the City's investment options; and

WHEREAS, staff has presented a report to Council that notes all of the proposed changes to be made to the Policy; and

WHEREAS, the City of Madera Investment Policy can be changed only by a majority vote of the City Council.

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 amendments to the November 2014 City of Madera Investment Policy are approved and the August 2016 City of Madera Investment Policy, as shown in Exhibit "A" attached hereto and which incorporates said amendments, is adopted.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.
4. The resolution is effective immediately upon adoption.

****

Exhibit "A"

INVESTMENT POLICY OF THE CITY OF MADERA, CALIFORNIA

August 2016

1.0 POLICY

The purpose of this Policy is to set forth the investment and operational policies for the management of the public funds of the City. This Policy has been adopted by, and can be changed only by, a majority vote of the City Council.

It is the policy of the City to invest funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the daily cash flow demands of the City and conforming to all governing statutes.

2.0 SCOPE

This Policy applies to the financial assets of the City. These funds are accounted for in the Comprehensive Annual Financial Report and include:

A. General Fund;
B. Special Revenue Funds;
C. Capital Project Funds;
D. Enterprise Funds;
E. Trust & Agency Funds; and
F. Any new fund created unless specifically exempted by the City Council.

The City's Investment Policy does not apply to the following:

- Funds held in trust in the City's name in pension or other post-retirement benefit programs;
- Cash and Investments held in lieu of retention by banks or other financial institutions for construction projects;
- Short or long-term loans made to other entities by the City; and Short term (Due to/from) or long-term (Advances from/to) obligations made between the City and its funds.

Investment of Bond Proceeds

California Code Section 5922 (d) governs the investment of bond proceeds and reserve funds in accordance with bond indenture provisions.

Arbitrage Requirement

The US Tax Reform Act of 1986 requires the City to perform arbitrage calculations as required and return excess earnings to the US Treasury from investments of proceeds of bond issues sold after the effective date of this law. These arbitrage calculations may be contracted with an outside source to provide the necessary technical assistance to comply with this regulation. Investable funds subject to the 1986 Tax Reform Act will be kept segregated from other funds and records will be kept in a fashion to facilitate the calculations.

The City's investment position relative to the new arbitrage restrictions is to continue pursuing the maximum yield on applicable investments while ensuring the safety of capital and liquidity. It is the City's position to continue maximization of yield and to rebate excess earnings, if necessary.

3.0 PRUDENCE

The standard of prudence to be used by investment official shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The Standard states that:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from the expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

As specified in CGC 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

A. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
B. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

C. **Diversification:** The investment portfolio will be diversified by market sector and maturity to spread market risks. Diversification is required in order to limit potential losses on individual securities or issuers.

D. **Yield:** The investment portfolio shall be designed with the objective of attaining a market yield throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio. The portfolio risk shall be measured periodically against a benchmark based on City cash flows and the authorized securities.

Performance Standards

The investment portfolio shall be managed in accordance with the parameters specified within this policy and always within consistently safe and prudent treasury management procedures.

Market Yield (Benchmark)

The City's overall investment strategy is passive: Investments are generally held to maturity. The City portfolio shall be compared to a benchmark in order to determine whether market yields are being achieved. The LAIF apportionment rate and the two-year U.S. Treasury Note shall be considered useful benchmarks of the City's portfolio performance.

Marking to Market

The market value of the portfolio shall be calculated quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, is performed. In defining market value, consideration shall been given to pronouncements from the Government Accounting Standards Board (GASB) that address the reporting of investment assets and investment income for all investment portfolios held by governmental entities. The fair value of all securities reported in the City's portfolio is based on currently quoted market prices.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from California Government Code Sections 53600, et seq. Management responsibility for the investment program is hereby delegated to the City Treasurer (Treasurer), who shall establish written procedures for the operation of the investment program consistent with this Policy. Procedures should include: safekeeping, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

The Treasurer may delegate certain duties in the investment process and no person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Treasurer. All those involved in the investment process shall be designated

investment officers. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of internal controls to regulate the activities of subordinate investment officers. Under the provisions of California Government Code Sections 53600.3, the Treasurer is a trustee and a fiduciary subject to the prudent investor standard.

Additionally, the Treasurer is required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

6.0 ETHICS AND CONFLICT OF INTEREST

Investment officers and the Treasurer shall refrain from personal business activity that could conflict with the proper execution of the investment program, or could impair their ability to make impartial investment decisions.

No monies shall be deposited in any state or federal credit union if any investment officer or a member of the City Council, City Administrator's office, budget office or treasurer's office also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or supervisory committee, of the state or federal credit union.

7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

Depositories

The Treasurer shall maintain a list of approved financial institutions for time and demand deposits, selected on the basis of credit worthiness, financial strength, and minimal capitalization. No public deposit shall be made except in a qualified public depository as established by state laws.

Broker/Dealers

The Treasurer shall maintain a list of broker/dealers (and brokerage subsidiaries of financial institutions) that provide investment services and are located and registered in the State of California. The Treasurer will approve security broker/dealers selected by credit worthiness and service which are authorized to provide brokerage services in the State of California. The Treasurer shall select only broker/dealers in accordance with the requirements of California Government Code Sections 53601.5 who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, Financial Industry Regulatory Authority (FINRA) or other applicable regulatory organizations.

Qualified institutions and dealers are defined as "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15D3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by California law.

The Treasurer will accept and review proposals from financial institutions and/or dealers on an ongoing basis. All financial institutions and dealers seeking to become a provider of investment services with the City will be equally considered. Current information on the authorized financial institution(s) and/or broker/dealer(s) will be maintained by the Treasurer including audited financial statements, FINRA CRD reports (as applicable), proof of State of California registration, completed authorization to trade agreement and signed City policy certification. All information must be provided and evaluated before any transactions are considered or transacted.

Policy Certification

Before engaging in investment transactions with a broker/dealer or financial institution, the Treasurer shall have received from said firm a signed City Policy Certification Form. This form shall certify that the authorized individual responsible for the City's account with that Firm has reviewed the City's Investment Policy and that the Firm has reviewed and understands the Policy and intends to present investment recommendations and transactions to the City that are authorized and appropriate under the terms and conditions of this Policy.

8.0 COLLATERALIZATION

All individual certificates of deposit in excess of the FDIC insurance coverage (currently $250,000) must be collateralized. Collateral must meet the requirements of CGC 53652.

Authorized Collateral

Only the following securities are authorized as collateral for time and demand deposits:

A. Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including Mortgage Back Securities and Collateralized Mortgage Obligations which pass the bank test.
B. Obligations of any US state or of a County, City or other political subdivision of any state having been rated as investment grade (investment rate no less than "A" or its equivalent) by two nationally recognized rating agencies.

9.0 SAFEKEEPING AND CUSTODY

All securities purchased or acquired shall be delivered to the City's depository or approved safekeeping institution as required by CGC 53601. All security transactions entered into by the City shall be conducted on delivery-versus-payment (DVP) basis. The safekeeping agent shall establish the City's right of ownership by receipt. No securities shall be held by a broker/dealer. The only exception to the foregoing shall be depository accounts and securities purchases made with: LAIF, time certificates of deposit and money market mutual funds, since the purchased securities are not deliverable.

10.0 DIVERSIFICATION

The City will diversify its investments by security type and institution. It is the policy of the City to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

A. Portfolio maturities shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.
B. Maturities selected shall provide for stability of income and liquidity.
C. Disbursement and payroll dates shall be covered through maturities investments, marketable US Treasury bills or other cash equivalent instruments such as money market mutual funds.
D. Types of securities or positions will be diversified in accordance with the Policy that limits investments by investment type.

11.0 REPORTING

In accordance with CGC 53646(b) (1), on a timely basis, the Treasurer shall submit a quarterly investment report to the City Council giving detail information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program.

Such a quarterly report shall be presented and the report shall include, at a minimum, a complete description of each position in the portfolio including the type of investments, the issuers, maturity dates par values and the current market value. The report will include all funds managed for City by third party contracted advisors/managers. The report would also include the source of the portfolio valuation and compare their performance of the whole portfolio to its benchmark(s).

As specified in CGC 53646(e), if all funds are placed in LAIF or FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report would also include a certification that (1) all investment actions executed since the last report have been made in full compliance with this Policy or must specify in what manner the portfolio is not in compliance and, (2) the City will meet its expenditure obligations for the next six months or provide an explanation regarding why sufficient monies shall or may not be available, as required by CGC 53646(b) (2) and (3), respectively. The Treasurer shall maintain a complete record and shall present a timely record of all investment transactions.

Market prices for the calculation of market value will be obtained from independent sources.

12.0 AUTHORIZED INVESTMENT INSTRUMENTS

The City is empowered by the California Government Code to invest in a variety of securities and investment transactions. The City has further restricted the authorized investments to match City needs and risk tolerance levels by this Policy.

Allowable investments for the portfolio of the City are limited by California Government Code Sections 53601 Et seq., 53635. Percentages of Investment Participation and percentages of Maximum Participation apply at the time of purchase. Purchased transactions may not exceed five year maturities. No exception to this Policy is authorized until this Policy is amended and the amended Policy is approved by City Council. The investment instruments and percentage of participation permitted by this Policy are stated below.

A. Interest Bearing Accounts

City deposits may be kept in any demand checking or savings accounts at authorized financial institutions as identified in California Government Code Sections 53648 provided that they are adequately insured by FDIC or secured with proper collateral as prescribed by Government Code Sections 53656 and/or 53658 and further defined by this Policy. Funds may be automatically swept from the above accounts into authorized investment instruments limited as to percentage of investment participation by this Policy.

B. Obligation of the U.S. Government

United States Treasury notes, bonds, bill, or securities behind which the faith and credit of the United States is pledged for the payment of principal and interest.

Maximum Maturity:	5 Years
Investment Participation	90%

C. Federal Agency and Instrumentality Securities

Obligations of the agencies, instrumentalities and government sponsored enterprises of the US Government including debentures issued by FNMA, FHLB, FHLMC and FFCB but excluding mortgage-backed securities.

Maximum Maturity:	5 Years
Investment Participation:	90%

D. Bankers' Acceptances

Bills of exchange or time drafts drawn on and accepted by a US banking corporation which will be liquidated in full at maturity and is eligible as collateral from a Federal Reserve Bank.

Maximum Maturity:	180 days
Investment Participation:	30%
	10% per bank
Credit Requirement:	A1/P1 by one nationally recognized rating agency

E. Commercial Paper

A short-term, unsecured promissory note issued by financial and non-financial corporations to raise short-term cash. These issuing corporations must have total assets in excess of $500,000,000. Eligible paper is further limited to issuing corporations that are organized and operating within the United States.

Maximum Maturity:	270 days
Investment Participation:	25% of portfolio
	10% per issuer
Credit Requirement:	A1/P1 by two nationally recognized rating agencies

F. FDIC Insured or Collateralized Certificates of Deposit (Time Deposits), Including Placement Service Certificates of Deposit

Issued by commercial banks with federal deposit insurance available for amounts up to $250,000. Financial institutions must provide collateral for deposits over $250,000. Before purchase, the Treasurer must verify the FDIC status of the issuing bank (FDIC.gov).

Maximum Maturity:	5 Years
Investment Participation	30%

G. Share Certificates

Share (time) deposits from Credit Unions for amounts up to $250,000 backed by National Credit Union Share Insurance Fund (NCUSIF)

Maximum Maturity	5 Years
Investment Participation	10%

H. Negotiable Certificates of Deposit Securities

FDIC insured certificate of deposit securities issued by commercial banks and sold on the secondary market. Before purchase the Treasurer must verify FDIC status of the issuing bank (FDIC.gov).

Maximum Maturity:	5 Years
Investment Participation	30%

I. Medium Term Notes

Medium Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any states and operating within the United States. One nationally recognized rating agency must rate notes eligible for investment in the "AA" category. This includes the lowest AA rating category, which is AA- for Standard and Poor's and Fitch, and AA3 for Moody's.

If the credit rating of the security falls below the "A" grade, it must be sold and removed from the City Portfolio.

Maximum Maturity:	5 Years
Investment Participation:	30%

J. State of California Investment Pool, (Local Agency Investment Fund, i.e. LAIF)

A constant dollar pooled investment fund managed by the State Treasurer's office, which operates like a money market fund for the exclusive benefit of governmental entities within California and maintains a $1 NAV.

Investment Participation:	Maximum allowed by LAIF
	(Currently $65MM per Account)

K. Money Market Mutual Funds

AAA rated money market mutual funds which strive to maintain a $1 NAV.

Investment Participation:	20%

L. Taxable Municipal Bonds

California Government Code 53601 (d) and (e) permits public agencies to invest in obligations from any US State (in addition to California), as well as California local agency obligations, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by a state or California local agency or by a department, board, agency or authority of that state or California local agency. One nationally recognized rating agency must rate the bonds in the highest A category. This includes A+ for Standard and Poor's and Fitch, and A1 for Moody's.

If the credit rating of the security falls below the "A" grade, it must be sold and removed from the City Portfolio.

Maximum Maturity	5 years (per State Code)
Investment Participation	20%

The Investment Participation calculation is based on Amortized Book Value of Investments including investments held by the Fiscal Agent.

Securities which have become unauthorized by a change in Policy or law but which were authorized by Policy when purchased will continue to be considered authorized until maturity or sale. If the security is sold or when it matures, all proceeds shall be invested under the current Policy.

M. Prohibited Investments

Under the provisions of CGC 53601.6, the City shall not invest any funds covered by this Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

N. Investment Pools/Money Market Funds

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. The investigation will, at a minimum, obtain the following:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings
- A description of how the pool/fund maintain reserves, retained earnings, etc. or is all income after expenses distributed to participants
- A fee schedule that discloses when and how fees are assessed.
- The eligibility of the pool/fund to invest in bond proceeds and a description of its practices.

Money market funds must be registered with the Securities and Exchange Commission and which comply with rule 2a7 of the Investment Company Act of 1940. The dollar weighted average maturity of the portfolio shall be less than ninety (90) days and the portfolio is managed to maintain a one dollar ($1.00) share price. Also, the fund shall meet either of the following criteria: (a) Attained the highest ranking or the highest letter and numerical rating provided by not less than two Nationally Recognized Statistical-Rating Organizations; (b) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).

The purpose of this investigation is to determine the suitability of a pool or fund and evaluate the risk of placing funds with that pool or fund.

13.0 INTERNAL CONTROLS

A system of internal controls will be established by the Treasurer and maintained to reasonably assure that assets are protected from loss, theft, or misuse and to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

A. OPERATIONAL INTERNAL CONTROL PROCEDURES

Guidelines/procedures addressing operational internal controls will be established by the Treasurer and maintained to reasonably assure that assets are protected from loss, theft, or misuse and to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

The guidelines/procedures for operational internal controls shall address the following points at a minimum:

- Control of collusion,
- Separation of transaction authority from accounting and record keeping,
- Custodial safekeeping,
- Clear delegation of authority,
- Written confirmation for all transactions, and
- Review, maintenance and monitoring of security procedures both manual and automated.

Annually the Treasurer shall perform an internal compliance audit to assure compliance with requirements of this Policy and state statutes.

B. POLICY DIRECTED INTERNAL CONTROLS

Specific controls established for the safety of the portfolio and its management must be maintained and include:

1. Delivery versus Payment

All securities shall be purchased on a delivery versus payment (DVP) settlement basis. Funds shall not be released until receipt of the security by the City's approved custodian. The custodian shall provide the City with proof of ownership or claim by an original document delivered to the City.

2. Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. The Treasurer will analyze and maintain a cash flow plan to monitor and forecast cash positions for investment purposes.

3. Competitive Bidding

All security transactions will be made on a competitive basis to assure the City is receiving good market rates. When issued, securities should be compared to other securities available in the secondary market.

4. Monitoring Credit Ratings

The Treasurer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio which require credit ratings based upon independent information from a nationally recognized rating agency. If any security falls

below the minimum rating required by Policy, the Treasurer shall notify the City Administrator of the loss of rating, and liquidate the investment within two days with options for possible liquidation.

5. Monitoring FDIC Status for Mergers and Acquisitions

The Treasurer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing negotiable CD securities owned by the City based upon information from the FDIC (fdic.gov). If any bank has been acquired or merged with another bank in which CDs are owned by the City, the Treasurer shall immediately liquidate any CD which places the City above the FDIC insurance level. The exception to the above is if the FDIC grandfathers the acquired or merged back. In these instances, both banks are covered by FDIC insurance until the first maturity at either bank.

6. Review of Investment Portfolio

The securities held by the City must be in compliance with Authorized and Suitable Investments at the time of purchase. The City Treasurer shall establish procedures to report to the City Council, major and critical incidences of noncompliance identified through the review of the portfolio.

7. Annual Audit

There will be an annual audit conducted by an independent, outside auditing firm to ensure compliance with all regulations and this Policy of the City.

14.0 RISK TOLERANCES

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to control risk. The Treasurer is expected to display prudence and review issuer information in the selection of securities as a way to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The Treasurer shall periodically establish guidelines and strategies to control risks of default, market price changes and illiquidity.

It is explicitly recognized that in a diversified portfolio, occasional measured losses may occur, and must be considered within the context of overall investment return. Any swaps undertaken must be positive to the City's financial position within a three month time horizon from the sell side maturity date.

15.0 ADOPTION OF INVESTMENT POLICY

This Policy shall be reviewed annually, and submitted to the City Council for adoption by resolution on an annual basis. The report to the City Council shall note any changes made to the Policy.

GLOSSARY

BROKER: An intermediary that has no inventory of securities. The broker brings buyers and sellers together for a commission. (See Dealer.)

COLLATERAL: Securities, evidence of deposit or other property to secure payment. Securities pledged by a bank to secure deposits of public monies and held in custody by an independent party.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA OR FANNIE MAE): Chartered under the Federal National Mortgage Association Act in 1938, FNMA is a private stock holder owned corporation working under the auspices of the Department of Housing and Urban Development, HUD. It is the largest single provider of residential mortgage funds in the United States. The corporation purchases mortgages, secondary loans, and fixed-rate mortgages from the issuance of debentures. FNMA's securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest with implied credit of the US Government.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA): A self-regulatory association for the securities industry previously known as NASD (National Association of Securities Dealers). Each member and member firm is identified by a CRD number.

MONEY MARKET MUTUAL FUNDS: California Government Code Section 53601 (k) permits public agencies to invest 20% of their portfolio in mutual funds or money market mutual funds. The California Government Code Sections 53601 (k) (2) permits public agencies to invest in "shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80-a-1, et seq.) as long as the company shall have met either of the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations or (B) Retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with no less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (j), inclusive, or subdivisions (m) or (n) and with assets under management in excess of five hundred million dollars ($500,000,000).

NATIONALLY RECOGNIZED RATING AGENCIES: Independent credit rating agencies which publish analyst ratings for issued debt. The three most recognized agencies are S&P, Moody's Investors Service and Fitch.

SWAP: An investment transaction in which a position is sold and with the proceeds another security is bought. The swap should return a positive cash position to the City within a three month time frame from the sell side maturity date to be effective and authorized.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid

~~capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. Liquid capital includes cash and assets easily converted into cash.~~

GLOSSARY OF INVESTMENT TERMS

AGENCY: A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government (i.e. Government National Mortgage Association). Federally sponsored agencies (FSA's) are backed by each particular agency with a market perception that there is an implicit government guarantee (i.e. Federal National Mortgage Association).

ASKED PRICE: The price at which securities are offered for sale, also known as offering price.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.)

BOND PROCEEDS: The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

BOOK VALUE: The value at which a debt security is shown on the holder's balance sheet. Book value is often acquisition cost plus/minus amortization and accretion, which may differ significantly from the security's current value in the market.

BROKER: Someone who brings buyers and sellers together and is compensated for his/her service.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

CREDIT QUALITY: The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by a Nationally Recognized Statistical-Rating Organization.

CREDIT RISK: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CUSTODIAN: A bank or other financial institution that keeps custody of stock certificates and other assets.

CURRENT YIELD (CURRENT RETURN): A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, by buying and selling for his/her own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DIVERSIFICATION: Dividing investment funds among a variety of security types by sector, maturity and quality ratings offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FAIR VALUE: The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL CREDIT AGENCIES: Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small-business firms, students, farmers, farm co-operatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits currently up to $250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) that lend funds and provide correspondent banks services to member commercial banks, thrift institutions, credit unions and insurance companies.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is

a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., twelve Regional Banks and about 5,700 commercial banks that are members of the system.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA): A self-regulatory organization (SRO) responsible for governing business between brokers, dealers and the investing public.

GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB): A standard-setting body, associated with the Financial Accounting Foundation, which prescribes standard accounting practices for governmental units.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

GOVERNMENT SECURITIES: An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

INTEREST RATE RISK: The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

INTERNAL CONTROLS: An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

a. Control of collusion - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
b. Separation of transaction authority from accounting and record keeping - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

c. Custodial safekeeping - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
d. Avoidance of physical delivery securities - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
e. Clear delegation of authority to subordinate staff members - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
f. Written confirmation of transactions for investments and wire transfers - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
g. Development of a wire transfer agreement with the lead bank and third-party custodian - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): Chapter 730, Statutes of 1976 of the State of California, established the Local Agency Investment Fund. This fund enables local governmental agencies to remit money not required for immediate needs to the State Treasurer for the purpose of investment. In order to derive the maximum rate of return possible, the State Treasurer has elected to invest these monies with State monies as a part of the Pooled Money Investment Account. Each local governmental unit has the exclusive determination of the length of time its money will be on deposit with the State Treasurer. At the end of each calendar quarter, all earnings derived from investments are distributed by the State Controller to the participating government agencies in proportion to each agency's respective amounts deposited in the Fund and the length of time such amounts remained therein. Prior to the distribution, the State's costs of administering the program are deducted from the earnings.

MARK-TO-MARKET: The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

MARKET RISK: The risk that the value of a security will raise or decline as a result of changes in market conditions.

MARKET VALUE: The current price at which a security is trading and could presumably be purchased or sold at that particular point in time.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of a financial obligation is due and payable.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

MUTUAL FUND: An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by Securities and Exchange Commission (SEC) disclosure guidelines.

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO): Standard and Poor's, Moody's, and Fitch Financial Services are examples of such organizations.

OFFER: An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

PAR VALUE: The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in $1,000 increments per bond.

PORTFOLIO: Combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset. The purpose of a portfolio is to reduce risk by diversification.

PRINCIPAL: The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker/dealers, banks and a few unregulated firms.

PRINCIPAL: (1) The face amount or par value of a debt instrument. (2) One who acts as a dealer buying and selling for his own account.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the buyer for this. Dealers use RP extensively to finance their positions. Exception: When the Federal Reserve is said to be doing RP, it is lending money that is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT: An agreement of one party (for example, a financial institution) to purchase securities at a specified price from a second party (such as a public agency) and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specific date.

RISK: Degree of uncertainty of return on an asset.

RULE 2A-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING SERVICE: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection and security.

SECONDARY MARKET: A market is made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES LENDING: An agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises, (FHLB, FNMA, FHLMC, etc.), and Corporations that have imbedded options, (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns), into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SWAP: Trading one asset for another.

TOTAL RETURN: The sum of all investment income plus changes in the capital value of the portfolio.

TREASURY BILLS: Short-term U.S. government non-interest bearing discounted debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

TREASURY BOND: A long-term coupon-bearing U.S. Treasury security issued as a direct obligation of the U.S. Government and having an initial maturity of more than 10 years and issued in minimum denominations of $1,000.

TREASURY NOTE: A medium-term coupon-bearing U.S. Treasury security issued as a direct obligation of the U.S. Government and having an initial maturity of from one to ten years and issued in denominations ranging from $1,000 to $1 million or more.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission (SEC) Rule 15C3-1 outlining requirements that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

VOLATILITY: A degree of fluctuation in the price and valuation of securities.

YIELD: The current rate of return on an investment security generally expressed as a percentage of the security's current price. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Return to Agenda

REPORT TO CITY COUNCIL

MEETING DATE: August 3, 2016

AGENDA ITEM NUMBER: B-12

Approved By:

PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving a Capstone Sponsor Agreement with Brigham Young University Idaho "BYUI" for the Development of a Drone for Use in Video Inspection of Sewer Lines and Authorizing the Mayor to Execute the Agreement.

RECOMMENDATION: Staff recommends that the Council Consider adopting a Resolution Approving an Agreement with Brigham Young University Idaho "BYUI" for the Development of a Drone for Use in Video Inspection of Sewer Lines and Authorizing the Mayor to Execute the Agreement.

SUMMARY/ DISCUSSION: Staff has been investigating the purchase of a video camera system for use in sewer main lines. While we have a small camera that works on sewer laterals, we currently have to hire a firm to video tape our main lines when it is needed. Camera systems range in price from $10,000 to over $100,000 depending on the level of information you need to obtain. The need we are trying to fill would only be for resolving immediate minor problems. Hence, a lower end system is all that is warranted.

More formal analytical inspections of the sewer lines that the City has periodically performed to monitor sewer line conditions and degradation will continue to be accomplished through contracted services. The equipment used for that type of analysis costs well over $100,000 and requires certified Staff to operate. The request before you is to specifically address daily operations and maintenance.

Our routine operational need is to simply and quickly be able to determine what obstruction we are facing or general condition of a line. Currently we have to hire a firm for routine operational situations which is costly, $600 minimum per inspection, and often takes a day or two until they can schedule the work. Due to the costs this service is often forgone and our crews have to guess about what may be occurring and try different things until it is resolved. Being able to see the problem area would save a lot of time.

The Computer Science and Electrical Engineering Department of Brigham Young University – Idaho has offered to build us a drone to fly in sewer lines and give us live video of the line. This would be done as a Senior Project for their Electrical Engineers. The base cost to the City would be $2,000. Some minor additional cost could be incurred if the City asks for additional features or services. In addition to the drone system itself, the intellectual property developed as part of this project would become the City's. The project would be scheduled for work during the winter semester which starts in January.

Below is the basic conceptual requirement that was submitted to BYUI for consideration of the project.

- Sensor system to keep drone centered in pipe away from the walls and water surface
- Fly inside sewer lines 12"- 48" diameter.

- Live video feed, preferably with the ability to view/scan to see all sides of pipe
- Ability to capture minimum of 10 minutes of Video or screen shots.
- Video could be connected to a laptop or stand alone screen.
- Relatively easy to fly
- Waterproof/ floats
- Travel down pipes 600 -1,000 ft maximum with 0-1 turns maximum
- Maximum budget $ 2,000

The intended use is to allow field crews to lower the drone and antenna, if needed, into a manhole and fly it down the pipe to look for obstructions, defects, etc. The pipes usually have some flow in them ranging from 10% to 50% of the height. Normally a camera on a crawler that drags a cable is used, but is often impeded by issues with traction and obstructions that can hang the unit up and moves very slowly.

To begin this process BYUI request that we enter into a Capstone Sponsor Agreement. Provided with this report is a Company Sponsorship Informational Sheet, that explains more details about BYUI's program for senior development projects, and some samples of past Senior Projects.

FINANCIAL IMPACT:

The expenses for this activity would occur within the Sewer Fund and do not impact the General Fund. Adequate funding exists in the adopted budget to proceed with this project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Plan, but is not in conflict with it and is sympathetic of the underlying principles of the 2025 Plan.

RESOLUTION NO. 16 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING APPROVAL OF A CAPSTONE SPONSOR AGREEMENT WITH BRIGHAM YOUNG UNIVERSITY - BYUI FOR DEVELOPMENT OF A SEWER VIDEO INSPECTION DRONE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, the City of Madera desires to have a sewer video drone system developed to assist in maintenance of the City's sewer system; and

WHEREAS, Brigham Young University – Idaho's Capstone Program has the capacity to develop such a system uniquely for the City of Madera; and

WHEREAS, the City and Brigham Young University – Idaho desire to enter into a "Capstone Sponsor Agreement" to provide for said development of a sewer video drone system.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Capstone Sponsor Agreement, 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 hereby authorized to execute the agreement and all related documents on behalf of the City.
4. This resolution is effective immediately upon adoption.

****

Capstone Sponsor Agreement

Date: _____

Company Name: _____

Thank you for your support as a sponsor of the Capstone Program in the Department of Computer Science and Electrical Engineering at Brigham Young University - Idaho. We look forward to working with you this year.

As a Capstone sponsor, *you retain ownership rights to all products, processes, technologies, and other intellectual property developed by students as a result of their work on your project.* Upon written request (prior to the end of the semester in which the project is conducted), students and faculty associated with your team will sign a standard form BYU - Idaho "Assignment of Ownership and Non-disclosure Agreement". We will make reasonable efforts to protect any confidential or proprietary information you or a third party collaborator provide to the team for the duration of the project. However, students and faculty will be allowed to freely discuss and present, within the university, all information associated with the project as part of the normal educational activities in the Program.

Company's educational grant of $2,000 for each project helps to support the Capstone Program at BYU-Idaho. The student team assigned to your project will have access to up to $1000 of the educational grant to use in completing the project (including building prototypes, etc.) The remaining portion of the educational grant is used as needed within the department to support the Capstone Program and laboratory facilities. If your project requires the Capstone team to travel outside of the state of Idaho, we will ask you to approve and pay for those travel costs. In addition, if the hardware and other costs for each project exceed $1,000, we will ask you to approve and pay for those additional costs.

Faculty and students will have the right to publish and present information concerning the project in formats such as class discussions, electronic portfolios, and presentations. External publication of project information (such as on a Capstone web page) can be delayed for up to one year beyond the end of the semester upon written request from the sponsor.

The Capstone Program is an educational program designed to help students learn the practice of engineering. Because students are responsible for the work on the project, we can only provide the work of the BYU-Idaho faculty and students "as is." Students are not considered agents or employees of BYU-Idaho. *BYU-Idaho makes no warranties, express or implied, as to the condition, accuracy, originality, merchantability, or fitness for purpose of any products, processes or intellectual property developed in the program.*

As a Capstone sponsor you agree to release and to indemnify BYU-Idaho, its faculty, students, and agents from any claims arising out of the originality, design, manufacture, or use of any of the products, processes, technologies, or intellectual property generated as a result of the project, unless such claims arise out of the willful misconduct or gross negligence of BYD-Idaho, its faculty, students, or agents. *You agree that BYU-Idaho will not be liable for incidental or consequential damages or for lost profits resulting from a breach of this agreement, even if advised of the possibility of such damages, and that your exclusive remedy against BYU-Idaho for any claim you may have against BYU-Idaho relating to the Capstone Program will be limited to the amount of the educational grant funding the project.*

The Department of Computer Science and Electrical Engineering and BYU-Idaho thank you again for your participation in and support of the Capstone Program, and look forward to working with you in this educational effort.

_____

Richard Grimmett, Chair — Date
Department of
Computer Science and Electrical Engineering

_____

Capstone Sponsor — Date

_____

Title and Company

Company Sponsored Electrical and Computer Engineering Senior Project

The ECEN 499 Senior Design class at BYU-Idaho designs and builds prototype devices for company sponsors. The students in the class are seniors majoring in either Electrical Engineering or Computer Engineering. The class meets for 14 weeks during the semester. There are up to 5 students that work on a project depending on the number of projects and students in a given semester. The students are required to work on the project for at least 160 hours during the semester. Company sponsors pay an education grant of $2,000 for each project that helps to support this capstone project at BYU-Idaho. Students working on the project have up to $1,000 of the educational grant to use in completing the project (including building prototypes). The remaining portion of the educational grant is used as needed within the department to support the Capstone program and laboratory facilities. The team has a weekly web conference (30~60 minutes) with the company sponsor to review progress. If applicable, we can have the students sign a non-disclosure agreement and turn over intellectual property rights connected with the project to the company sponsor. The best projects are those that a company would like to have but do not need to have.

In Summary:

Duration: 14 Weeks (Winter Semester: Jan – April 2014 or Spring Semester: April – July, 2014)

Student Team: up to 5 ECEN students who each work a total of at least 160 hours.

Goal: Design and build a desired prototype for a company sponsor.

Cost: $2,000.

Weekly update: 30 to 60 minutes web conference with company sponsor and student team.

Intellectual Property: If desired, is given to company sponsor.

Non-disclosure: If applicable, students can sign non-disclosure agreements.

To discuss your interest in participating, contact the class instructor at

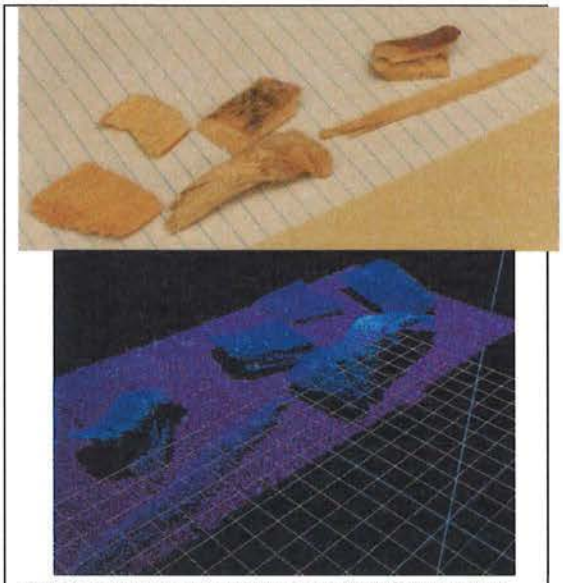
Kevin B. Smith, Ph.D., P.E.
Instructor

Tel: 208-496-7612 (office)
Tel: 208-709-7227 (mobile)
Email: smithk@byui.edu

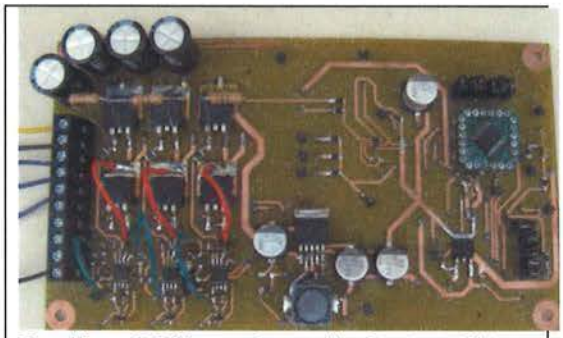
Sample of Past BYU-Idaho Electrical and Computer Engineering (ECEN 499) Senior Projects

Agriculture Hex-copter Project: This project was sponsored by the BYU-Idaho College of Agriculture and Life Science. The objective was to produce a platform to assist the college in surveying land, aerial photography and to gather data useful for agricultural success.

Retrofitting a CNC Cardboard Cutting and Scoring Table: This project was sponsored by Dixon Container Company (Boise, ID). The students successfully researched, sourced, and completely replaced the electronics and software control system.



Biomass Measurement Project: This project was sponsored by Idaho National Laboratories (Idaho Falls, ID). The objective was to measure the average volume size of biomass samples while moving on a conveyor belt. A student on the team was hired following the project.



Brushless DC Motor Controller Project: This project was sponsored by Varian Medical Systems (Salt Lake City, UT). This project was to re-engineer a Brushless DC Motor Controller for a hydraulic pump in a medical MRI scanner. A student on the team had just finished an internship with the company before the semester began and was hired full-time by them following the project.

Summary:

There are typically 6 to 9 ECEN 499 sponsored projects that are worked on each year. We are always looking for new ones. If you have an idea for a senior project, please contact Dr. Kevin B. Smith (Tel: 208-496-7612, Email: smithk@byui.edu).

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: August 3, 2016

Agenda Number: C-1

SUBJECT: **A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 TO PRESENT TO VOTERS A MEASURE TO LEVY A TRANSACTIONS AND USE TAX OF ONE-HALF OF ONE PERCENT, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION;**

and

B. CONSIDERATION OF INTRODUCTION OF AN ORDINANCE OF THE CITY OF MADERA ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION, UPON ADOPTION BY THE VOTERS.

RECOMMENDATION: Staff requests that the Council adopt a resolution calling for the holding of a general municipal election to be held on November 8, 2016 to present to voters a measure to levy a transactions and use tax of one-half of one percent, requesting consolidation with the statewide election and requesting the Madera County Board of Supervisors authorize the County Clerk to render special services to the City of Madera related to the election; and introduce an ordinance enacting a transactions and use tax to be administered by the State Board of Equalization, upon adoption by the voters.

BACKGROUND:

In August of 2015, staff brought an item to Council seeking direction as to a possible sales and use tax measure to be put to the voters during 2016. At that time various options were presented including the possibility of either a special tax or a general tax. A special tax is one that is specifically limited to certain expenditures which are identified in an expenditure plan. A general tax is not limited to any specific expenditures. At the August meeting, the Council was also provided possibilities as to the use of resources from such a tax, including expenditures for

police and fire. The revenue estimate of such a tax measure which was provided at that time was approximately $3.5 million dollars during the first year. Such revenue would potentially provide for an increase of approximately 13 officers for patrol, allow for construction of a third fire station and provide for needed repairs to City infrastructure.

The Council expressed interest in putting such a measure on the ballot. At the February 21, 2016, meeting, a consultant, TBWB Strategies, was hired to conduct research as to the viability of such a tax measure as well as assist in the process should such a measure be determined to be viable among the electorate. Research by the consultant indicated a positive reaction by the electorate.

Due to the higher threshold required for a special tax (2/3 vote) as opposed to the simple majority required for a general sales tax measure, it was seen as prudent to propose a general sales and use tax even though research conducted by the consultant indicated that a special tax would also likely pass.

To put the measure on the ballot, the Council must, by resolution, call for an election. The resolution includes a request that the County Clerk put the measure on the November ballot. The resolution also directs the City Attorney to prepare an impartial analysis of the proposed tax measure pursuant to the Elections Code. Along with the call for the election, the Council must pass an ordinance which amends the municipal code to include the new sales tax language. The language in the ordinance renders it valid only upon passage by the electorate at the upcoming November 2016 election. The item currently before you is for adoption of the resolution and introduction of such ordinance. The ordinance will then be brought back at the next meeting for adoption in the same manner as other ordinances.

FINANCIAL IMPACT: This item which merely calls for putting the tax question to the voters will not have a direct fiscal impact to the City . However, should the measure be approved by the voters, the potential revenue to the City is estimated to be around $3.5 million annually.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN –
Strategy 111: Local Agencies share vision: Promote greater alignment of local government agencies under a shared community vision.

Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

Strategy 421: First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 TO PRESENT TO VOTERS A MEASURE TO LEVY A TRANSACTIONS AND USE TAX OF ONE-HALF OF ONE PERCENT, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION

WHEREAS, the City of Madera (the City) is a wonderful place to live, work and raise a family, and as a result the City has grown to over 63,000 residents; and

WHEREAS, public safety services like police, fire and 9-1-1 emergency response have not expanded at the same rate, with just four police officers on patrol at certain times and just two fire stations to protect the entire city; and

WHEREAS, with the State providing early parole to reduce state prison populations, the City now has many new parolees in the area, and as a result the violent crime rate has increased by 47% in the past year, and property crimes are up 14%; and

WHEREAS, current City funding is simply inadequate to expand our police, fire protection, and emergency response services to the level needed to keep the community safe; and

WHEREAS, current City funding is insufficient to repair and maintain local roads and infrastructure; and

WHEREAS, in order to address this issue as soon as possible, the City Council desires to place a local funding measure on the ballot at the statewide general election on November 8, 2016; and

WHEREAS, if enacted, a local funding measure would provide a local revenue source to hire additional police officers and increase the number of neighborhood police patrols, provide services for youth and teens to keep them off the streets, and reduce gang activity and drug-related crimes; and

WHEREAS, if enacted, a local funding measure would repair and maintain potholes, local streets, public buildings and infrastructure including sidewalks, storm drains and gas pipes; and

WHEREAS, if enacted, a local funding measure would provide local revenue to add a fire station, fire engine, and additional firefighters to improve fire protection, emergency medical services and emergency response times; and

WHEREAS, by keeping the City safe, clean and well maintained, this funding measure will help protect the City's quality of life and property values; and

WHEREAS, this measure will give the City local control over local funds for local needs and no funds from this measure can be taken by the State; and

WHEREAS, City Council proposes to submit to the voters of the City an ordinance providing for the levy of a transaction and use tax; and

WHEREAS, Section 10002 of the Elections Code of the State of California provides that the governing body of the city may by resolution request the board of supervisors of the county to permit the county clerk to render specified services to the city relating to the conduct of elections; and

WHEREAS, the City Council desires to call such election and request its consolidation with the statewide election to be held on the same date and have the Madera County Clerk perform specified election services to the City of Madera.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. MEASURE TO BE VOTED ON AT GENERAL MUNICIPAL ELECTION

a. Ballot Language.

That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

City of Madera 9-1-1 Emergency Response, Crime Prevention and Vital Services Measure. To maintain and improve general city services including fast response to 9-1-1 emergencies/fires, adding police officers/neighborhood patrols/youth services to reduce gang activity/drug-related crimes, repairing potholes, and maintaining local streets/parks/facilities/infrastructure, shall City of Madera establish an ongoing ½ cent sales tax until ended by voters, providing approximately $3.5 million annually, requiring independent audits and all funds controlled locally?	YES NO

The measure shall be designated on the ballot by a letter, as provided in California Elections Code Section 13116.

b. Proposed Ordinance.

The full text of the ordinance authorizing the transactions and use tax to be approved by the voters, entitled "An Ordinance of the City of Madera Enacting a Transactions and Use Tax to be Administered by the State Board of Equalization, Upon Adoption by the Voters," is attached as Exhibit "A" to this Resolution. The full text of the ordinance shall be printed in the Voter Information Pamphlet.

c. Form of the Measure.

The exact form of the measure is as specified in Section 1(a) of this Resolution.

d. Passage of the Measure.

The transactions and use tax is a general tax requiring the approval of a majority of the votes cast by qualified electors of the City voting in the election on the issue.

e. Publication of Measure.

The City Clerk is hereby directed to cause notice of the measure to be published in accordance with California Elections Code Section 12111.

f. Letter Designation.

This measure shall be designated by letter by the Madera County Clerk.

SECTION 2. IMPLEMENTATION

The City Clerk is authorized and directed to perform all acts necessary or required by law to implement this Resolution and related to the election.

a. That the ballots to be used at the election shall be in form and content as required by law.

b. Pursuant to Section 10002 of the Elections Code, the City requests the Board of Supervisors of the County of Madera to permit the Madera County Clerk to render specified services to the City relating to the election.

c. The Madera County Clerk is authorized and directed to do any and all things necessary in order to ensure the lawful conduct of the election.

d. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding elections in the City of Madera that are consolidated with any other election.

e. Notice of time and place of holding the election is given and the Madera County Clerk is authorized and directed to give such further or additional information in the time, form and manner as required by law in connection with the election.

f. Pursuant to Section 10403 of the Elections Code of the State of California, the Board of Supervisors of the County of Madera is hereby requested to consolidate the election referred to herein with the statewide election to be held on Tuesday, November 8, 2016.

g. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 3. ELECTION EXPENSES

For and in consideration of the election services rendered by the Madera County Clerk, the City of Madera agrees to pay to Madera County the proportionate share of reasonable expenses of said election, said share to consist of all direct costs as determined by the Madera County Clerk to be directly related to the conduct of the City of Madera's general municipal election together with the City's proportionate share of the expenses for election services rendered by Madera County that are being shared equally with other jurisdictions, if any, by virtue of the consolidation of the City's municipal election with elections being held by other jurisdictions, if any, in the City of Madera on November 8, 2016.

SECTION 4. CEQA

The adoption of this Resolution is exempt from the California Environmental Quality Act, Public Resources Code §§ 21000 et seq. ("CEQA") and 14 Cal. Code Reg. §§ 15000 et seq. ("CEQA Guidelines"). The calling and noticing of a General Municipal Election for the submission of a ballot measure to voters is not a project within the meaning of CEQA Guidelines Section 15378. The transactions and use tax submitted to the voters is a general tax that can be used for any governmental purpose; it is not a commitment to any particular action or actions. As such, under CEQA Guidelines Section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment.

SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Resolution or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons and circumstances. The City Council of the City of Madera hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 6. IMPARTIAL ANALYSIS

The City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280.

SECTION 7. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

EXHIBIT A

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION, UPON ADOPTION BY THE VOTERS

The City Council of the City of Madera does hereby ordain as follows:

SECTION 1. Chapter 8 of Title VIII is hereby added to the Madera Municipal Code as follows:

§8-8.01 TITLE. This Ordinance shall be known as the City of Madera Transactions and Use Tax Ordinance. The City of Madera will hereinafter be called City. This Ordinance shall be applicable in the incorporated territory of the City.

§8-8.02 DEFINITIONS. The following words and phrases shall be defined as set forth herein, except that any term or phrase not defined in this shall have the same meaning as that term or phrase is defined in the California Revenue and Taxation Code, Division 2, Parts 1.6 and 1.7:

(A) "*City*" means the City of Madera.

(B) "*Operative Date*" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this chapter by vote of the electorate on November 8, 2016.

(C) "*State*" means the State of California.

§8-8.03 PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and it shall be interpreted liberally in order to accomplish all of its lawful purposes:

(A) To impose a retail transactions and use tax to be applied throughout the entire territory of the City to the fullest extent permitted by law and in accordance with the provisions of Part 1.6 (commencing with section 7251) of Division 2 of the Revenue and Taxation Code and section 7285.9 of Part 1.7 of Division 2, which authorizes the City to adopt this Ordinance if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(B) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(C) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

(D) To adopt a retail transactions and use tax chapter that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes and, at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

(E) To provide transactions and use tax revenue to the City to be used for general purposes.

§8-8.04 CONTRACT WITH THE STATE. Prior to the Operative Date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this chapter; provided, that if the City shall not have contracted with the State Board of Equalization prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

§8-8.05 TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a general transactions tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.5% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail within the territory of the City on and after the Operative Date of this Ordinance.

§8-8.06 PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the State sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

§8-8.07 USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of this chapter for storage, use or other consumption in the territory of the City at the rate of 0.5% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made.

§8-8.08 ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance, and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted, incorporated, and made a part of this chapter as though fully set forth herein.

§8-8.09 LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(A) Wherever the State is named or referred to as the taxing agency, the name of the City shall be substituted. However, this substitution shall not be made when:

(1) The word "State" is used as a part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, State Board of Equalization, State Treasury, or the Constitution of the State of California;

(2) The result of the substitution would require action to be taken by or against the City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

(3) In those sections, including, but not necessarily limited to, sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(a) Provide an exemption from the tax in this chapter with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from the tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or

(b) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the State under the same provision of that code.

(c) In sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(B) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in section 6203 and in the definition of that phrase in section 6203.

§8-8.10 PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

§8-8.11 EXEMPTIONS AND EXCLUSIONS.

(A) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(B) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government;

(2) Sales of property to be used outside the City, which is shipped to a point outside the City pursuant to the contract of sale by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(a) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(b) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this chapter.

(4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this chapter.

(5) For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(C) There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

(1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance;

(2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California;

(3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this chapter;

(4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this chapter.

(5) For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(6) Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(7) "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(D) Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to such person of the property the storage, use or other consumption of which is subject to the use tax.

§8-8.12 AMENDMENTS. All amendments subsequent to the Effective Date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become adopted and part of this chapter; provided, however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter. The City Council or the City's voters may amend this chapter to comply with applicable law or as may be otherwise necessary to further the chapter's stated purposes. However, as required by Article XIII C of the California Constitution, no amendment to this chapter may increase the rates of the taxes authorized by this chapter unless such amendment is submitted to and approved by the voters.

§8-8.13 PROHIBITION ON ENJOINING COLLECTION. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected under this chapter.

SECTION 2. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3. Effective Date.

This Ordinance relates to the levying and collecting of City transactions and use taxes and shall take effect immediately. However, no tax imposed by this chapter shall be effective unless that tax has been approved by the voters of the City as required by section 2(b) of Article XIII C of the California Constitution and applicable law.

SECTION 4. Precedence Over Other Provisions in the Municipal Code.

Any provision of the Madera Municipal Code or appendices thereto inconsistent with the provisions of this chapter, to the extent of such inconsistency and no further, is hereby repealed or modified to the extent necessary to effect the provisions of this chapter.

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION, UPON ADOPTION BY THE VOTERS

The City Council of the City of Madera does hereby ordain as follows:

SECTION 1. Chapter 8 of Title VIII is hereby added to the Madera Municipal Code as follows:

§8-8.01 TITLE. This Ordinance shall be known as the City of Madera Transactions and Use Tax Ordinance. The City of Madera will hereinafter be called City. This Ordinance shall be applicable in the incorporated territory of the City.

§8-8.02 DEFINITIONS. The following words and phrases shall be defined as set forth herein, except that any term or phrase not defined in this shall have the same meaning as that term or phrase is defined in the California Revenue and Taxation Code, Division 2, Parts 1.6 and 1.7:

(A) "*City*" means the City of Madera.

(B) "*Operative Date*" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this chapter by vote of the electorate on November 8, 2016.

(C) "*State*" means the State of California.

§8-8.03 PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and it shall be interpreted liberally in order to accomplish all of its lawful purposes:

(A) To impose a retail transactions and use tax to be applied throughout the entire territory of the City to the fullest extent permitted by law and in accordance with the provisions of Part 1.6 (commencing with section 7251) of Division 2 of the Revenue and Taxation Code and section 7285.9 of Part 1.7 of Division 2, which authorizes the City to adopt this Ordinance if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(B) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(C) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

(D) To adopt a retail transactions and use tax chapter that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes and, at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

(E) To provide transactions and use tax revenue to the City to be used for general purposes.

§8-8.04 CONTRACT WITH THE STATE. Prior to the Operative Date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this chapter; provided, that if the City shall not have contracted with the State Board of Equalization prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

§8-8.05 TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a general transactions tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.5% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail within the territory of the City on and after the Operative Date of this Ordinance.

§8-8.06 PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the State sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

§8-8.07 USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of this chapter for storage, use or other consumption in the territory of the City at the rate of 0.5% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made.

§8-8.08 ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance, and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted, incorporated, and made a part of this chapter as though fully set forth herein.

§8-8.09 LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(A) Wherever the State is named or referred to as the taxing agency, the name of the City shall be substituted. However, this substitution shall not be made when:

(1) The word "State" is used as a part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, State Board of Equalization, State Treasury, or the Constitution of the State of California;

(2) The result of the substitution would require action to be taken by or against the City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

(3) In those sections, including, but not necessarily limited to, sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(a) Provide an exemption from the tax in this chapter with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from the tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or

(b) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the State under the same provision of that code.

(c) In sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(B) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in section 6203 and in the definition of that phrase in section 6203.

§8-8.10 PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

§8-8.11 EXEMPTIONS AND EXCLUSIONS.

(A) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(B) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government;

(2) Sales of property to be used outside the City, which is shipped to a point outside the City pursuant to the contract of sale by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(a) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(b) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this chapter.

(4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this chapter.

(5) For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(C) There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

(1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance;

(2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California;

(3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this chapter;

(4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this chapter.

(5) For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(6) Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(7) "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(D) Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to such person of the property the storage, use or other consumption of which is subject to the use tax.

§8-8.12 AMENDMENTS. All amendments subsequent to the Effective Date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become adopted and part of this chapter; provided, however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter. The City Council or the City's voters may amend this chapter to comply with applicable law or as may be otherwise necessary to further the chapter's stated purposes. However, as required by Article XIII C of the California Constitution, no amendment to this chapter may increase the rates of the taxes authorized by this chapter unless such amendment is submitted to and approved by the voters.

§8-8.13 PROHIBITION ON ENJOINING COLLECTION. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected under this chapter.

SECTION 2. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3. Effective Date.

This Ordinance relates to the levying and collecting of City transactions and use taxes and shall take effect immediately. However, no tax imposed by this chapter shall be effective unless that tax has been approved by the voters of the City as required by section 2(b) of Article XIII C of the California Constitution and applicable law.

SECTION 4. Precedence Over Other Provisions in the Municipal Code.

Any provision of the Madera Municipal Code or appendices thereto inconsistent with the provisions of this chapter, to the extent of such inconsistency and no further, is hereby repealed or modified to the extent necessary to effect the provisions of this chapter.

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

City Engineer

City Administrator

Council Meeting of August 3, 2016
Agenda Item Number C-2

SUBJECT:

Public Hearing & Consideration Of A Resolution Confirming the Assessments For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 And Authorizing The City Engineer To File The Diagram And Assessment With The Auditor Of Madera County

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Conduct the public hearing and receive any public comments.
2. If there are unresolved public comments in any zone that require changes to the Engineer's Report, address the public comments at the meeting prior to approving Resolution No. 16-___ and adopt the Engineer's report as may be revised by Council.
3. Adopt Resolution No. 16-__:
    a. Confirming the diagram and annual assessments as set forth in said Engineer's Report for the Landscape and Lighting District of the City of Madera, as the same may be modified.
    b. Levying the assessments as set forth in said report of the Engineer for Fiscal Year 2016/2017.
    c. Authorizing and directing the City Engineer to file the diagram and assessments with the Auditor of Madera County.

SUMMARY:

State law (Sections 22620-22631 of the Streets and Highway Code) requires the City to undertake proceedings for each Fiscal Year during which an assessment is to be levied and collected within its existing landscape assessment district. There are 80 active zones of benefit within the City Wide Landscape and Lighting District. A zone location map is attached in Exhibit "A".

As has been cited in previous years, staff anticipates several zones are currently generating assessment revenue that is below the amounts required to adequately pay for expenses. In order to resolve this situation, assessments should typically be increased in conformance with the requirements of both the Streets and Highway Code and Proposition 218 when applicable. The Council must first approve an Engineer's Report and then adopt a Notice of Intent to levy assessments.

On July 20, 2016, the City Council approved the Engineer's Report for Fiscal Year 2016/2017 and adopted a Resolution of Intention and set August 3, 2016 as the date for a public hearing where affected residents may be heard on the recommendation to Levy and Collect Annual Assessments. Notice of this Public Hearing was published in the Madera Tribune on July 23, 2016 in accordance with the requirements of the California Government Code.

If there is a majority protest against the levy of an annual assessment that represents an increase from any previous year and is also outside the terms of the covenant for that zone, the proposed increase in the assessment shall be abandoned.

Following the public hearing, the City Council may order changes in any of the matters addressed in the Engineer's Report subject to such changes not exceeding the limits of existing covenants. No changes were proposed as part of the Engineer's Report that would exceed these limits or trigger the need for a Proposition 218 Election in any zone. If, after the public hearing, Council still supports the assessments in the previously approved Engineer's report, the Council may adopt a resolution confirming the diagram and assessments. The adoption of the resolution will constitute the levy of an assessment for the 2016/2017 Fiscal Year.

DISCUSSION:

The assessments presented in this year's Engineer's Report reflect staff's recommendation to utilize the revenue and expense projections used in last year's Engineers Report (FY 2015/2016). This method is recommended to allow the Parks and Community Services Department ample time to collect meaningful data needed to establish an updated assessment for each zone based on current cost factors. The revenue in that FY 2015/2016 report included the results of Proposition 218 hearings conducted last summer wherein 23 zones voted to reject an increase in the assessments that were intended to cover actual or projected expenses of each zone. Four additional zones were pulled from the ballot process due to concerns identified by staff as a result of feedback from various property owners. The expenses included the anticipated cost of maintaining each zone by the Parks & Community Services Department rather than a private contractor.

Pursuant to Council direction, Parks took over direct maintenance functions for landscape maintenance zones at the beginning of FY 2015/2016. Internal staff (including new hires), replaced external contractors which had previously performed most of the maintenance work. During this initial transition year, Parks began to collect the data required to update the

assessment structure to ensure that the actual costs are accurately being accounted for on a zone by zone basis. Additional information must be collected during the FY 2016/2017. Staff's preliminary review of the costs for maintaining each zone suggests that there may be meaningful fluctuations to assessments in multiple zones in the future to account for:

- What staff believes will be a more demand responsive method of providing maintenance as opposed to what the private contractors utilized which was a standard set of activities that occurred week in and week out regardless of need. This may result in greater effort in some zones and less in others.
- Addressing assessments in those zones where there were unsuccessful Proposition 218 Hearings.
- Other zones where Staff's 5 year projections already anticipated future Proposition 218 Hearings.

It is anticipated that the changes in assessment structure described above would be incorporated into the next Engineer's Report (FY 17/18). Some changes will trigger the need for 218 Elections. After that process occurs, staff anticipates that the City will move into more of a fine tuning stage on a year to year basis, though Proposition 218 hearings may continue to occur as some zones do not have the ability to utilize cost of living adjustments.

Factors Affecting the Assessment Calculation

There are several specific factors used in last year's Engineer's Report that continue to be reflected in the proposed FY 2016/2017 Engineer's Report. Examples of these factors include estimated operating and administrative expenses in each zone of benefit, along with recommended reserve amounts for cash flow and allowances for semi-regular expenses like tree trimming. Each of these factors plays a part in the proposed assessment and in prior years the Council has provided direction on how these factors should be addressed. A summary discussion of the various factors is included as Attachment A to this report. Of the various assessment factors, the transition from the use of a private contractor to internal staff is of particular note.

On July 1, 2015, Parks staff began maintenance of the 80 landscape maintenance district zones. This decision was made primarily to raise the quality of maintenance. It was also anticipated that this decision, along with the decision to maintain a cash flow reserve (See Attachment A) would result in less fluctuation in the cost of maintenance from year to year and a corresponding reduction in Proposition 218 Hearings.

Because this transfer occurred in July of 2015, staff is still in the preliminary stages of fully understanding the cost of maintaining each zone. Full implementation of Landscape Maintenance District maintenance through the writing of this report was and still is a work in progress. Hiring the last of the dedicated LMD staff occurred in December. Between July and December of 2015, new staff became familiar with the boundaries of the zones as well as the procedures for maintaining each zone within the budget. What we know thus far about the transition to Parks maintenance is:

- Landscape maintenance quality, as anticipated, is significantly higher than that which existed with private contractor maintenance. Parks staff is not aware of any complaints associated with the switch from private contractors to Parks staff with the exception of a few complaints regarding lack of maintenance in zones where Proposition 218 Hearings failed. This is especially meaningful when it is recognized that many of the

zone funding levels remained well below what was considered necessary for the private contractor to provide basic service as a result of failed Proposition 218 Hearings.

- As is always the case, the hiring process takes several months to recruit and navigate the hiring process. The full-time staff, consequently, came on board well into FY 2015/2016 and part-time help was used to get the zone work started at the beginning of the Fiscal Year. This makes it difficult to establish precise costs for each individual zone as well as the combination of all 80 zones put together.

- Maintenance levels were reduced in some zones based on failed Proposition 218 Hearings making it more difficult to establish a fair cost in the limited time-frame in which Parks maintenance has occurred.

- The impacts of the drought have artificially reduced landscape requirements. Reduced water reduces mowing and trimming requirements.

In addition to these items, staff continues to seek ways to lower costs and associated assessments. One of these ways includes adjusting some strict schedules followed by the private contractor that, for instance, involved performing weekly activities that in reality might only be required every two weeks.

In summary, staff does not yet feel that they have gathered sufficient information to propose adjustments to the zone assessments that would accurately reflect a reasonable cost of maintenance. In those zones where landscape covenants allow for escalation of assessments based on inflationary factors, those will only be adjusted upward if projections indicate it is warranted.

Landscape Maintenance Districts Formed Prior to 2002

Landscape Maintenance District zones are frequently categorized into two groups, those that were formed before August of 2002, and those that that were formed later.

While "newer" zones of benefit include provisions for regular escalation, landscape zones formed before August of 2002 do not have any built-in allowance for escalation or adjustment. In these older zones, the original assessment established at formation continued to be applied year after year. Many of these zones included assessments of $30 per year or less, which is in many cases well below the actual expenses required to maintain the zones. In 2012, the City Attorney's office determined that assessments could be adjusted to reflect current costs if a Proposition 218 protest hearing was conducted. In each of the years following this finding, the majority of zones subject to Proposition 218 hearings rejected increases. This led City Council to direct that maintenance within those zones be reduced to match revenue.

Assessment Calculation Summary

The average assessment recommended for each LMD zone of benefit is included in the attached table. The following points help to summarize the assessment calculation results:

- Proposition 218 Protest Hearings are not proposed this fiscal year
- Of the 80 zones, 28 zones will increase, each in accordance with the covenant in place with that zone
- The average assessment in 58 zones is less than $80 per year
- The average assessment in 12 zones is between $80 and $100

- The average assessment in 5 zones is between $100 and $150
- The average assessment in 1 zones is between $150 and $200
- The average assessment in 2 zones is between $200 and $300
- The average assessment in 2 zones is more than $300.

Table 1 illustrates the existing and proposed assessments based on the guiding principles as well as the previous high assessment for the individual zones.

FISCAL IMPACT:

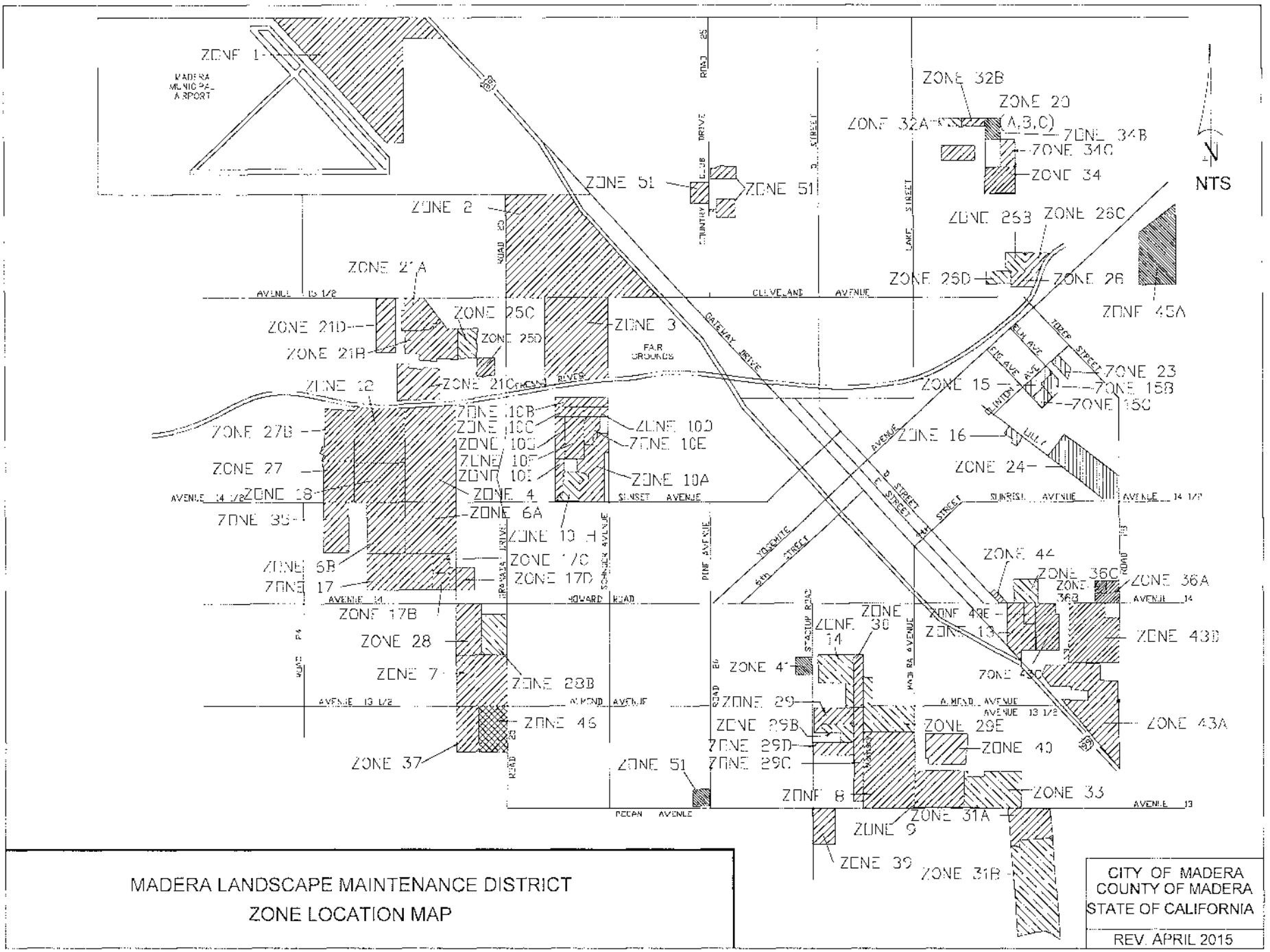
The General Fund is expected to absorb approximately $130,000 in LMD staff costs in the current fiscal year. Based on Council's previous direction, the recommended assessments proposed in the Engineer's Report would not recover this amount.

Because a final determination of zone costs will not occur for approximately another year, additional costs or savings on a zone by zone basis will be realized. For the same reason, staff is recommending a delay in proposition 218 hearings; staff cannot readily estimate the financial impacts as part of this staff report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The formation of Landscape and Lighting Districts while not specifically addressed in the vision or action plans would seem to fit well with:

Strategy 126 - Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets.



MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. APRIL 2015

EXHIBIT A

ATTACHMENT A – LMD COST ASSESSMENT FACTORS

- *Use of Fund Balance*. Beginning in Fiscal Year (FY) 2012/2013, an analysis of available fund balances in many zones indicated that assessments could be temporarily reduced or eliminated in those zones while the fund balances were brought down to appropriate levels which better approximated actual expenses. In some cases, these reductions still need to continue. In others, the fund balances have been reduced appropriately, and the assessments now need to be reset at a level where they equal expenses.

- *Unsuccessful Assessment Increase*. Forty zones were subject to Proposition 218 protest hearings for the previous FY 2015/2016 Engineer's Report. Twenty-three of those hearings resulted in unsuccessful rate increases. Those zones that did not approve a rate increase are subject to a new Proposition 218 election. As indicated above however, staff recommended and did proceed under the assumption that Proposition 218 hearings could not reasonably be implemented this year. Landscape activities within those zones where hearings were unsuccessful were reduced for the FY 2015/2016 in a manner commensurate with the funding anticipated being available. This reduction will continue into the FY 2016/2017. Parks staff will continue to monitor these zones to limit maintenance and associated costs to match available funding while still establishing the reasonable cost to provide full maintenance in later years.

- *Tree Trimming*. Where funding is available, one fourth of the trees in a zone are trimmed every year. For those zones that did not approve increases to assessments, tree trimming represents the first maintenance item to be removed; the assumption being trees represented less of a visual impact than un-mowed grass or un-trimmed bushes

- *Water Usage Costs*. The water usage fee is included in the recommended Engineer's Report based on the square footage of landscaping within each zone. This fee will transition to a metered cost as meters are installed at the various water service locations. As a result of the drought, water usage has been assumed to be decreased by approximately 35 percent for the previously approved FY 2015/2016 Engineer's Report as well as this year's Engineer's Report.

- *Reserve for Cash Flow*. This reserve may be held in accordance with Section 22569 of the Streets and Highways Code. The maximum amount and defined target for the zones is equivalent to the estimated costs of maintaining the zones between July 1 and December 10. The maximum amount would be accrued over the course of as much as 5 years with the goal of reducing the magnitude of recommended assessment increases. Prior to this reserve going below zero in any given year for those zones that do not have an escalation/cost of living (COLA) clause, a Proposition 218 Hearing would be required to increase assessments. Again, proposition 218 Hearings are not recommended this year.

  Because the accrual amount can, at present, vary to a fairly large degree based on a number of factors, several zones are anticipated to accumulate a larger reserve amount than planned. Similar to the logic that staff has presented as part of the recommendation to forego Proposition 218 Hearings this year, staff is not recommending a reduction in assessments until the cost of maintaining zones is fully understood unless it is clearly understood that zone costs will be less than the current assessment revenue or that excess funds cannot be used for needed improvements.

- *Administrative Costs*. Administrative costs for Engineering, Legal, Finance and Parks Departments are limited to 30% of the value of the non-administrative costs. This cap was directed by Council. Similar to previous years, staff estimates the actual administrative costs will exceed the amount collected through assessments by approximately $130,000 for FY 2016/2017. The General Fund continues to absorb this amount similar to last year.

- *Drought*. The ongoing drought may dictate changes to the zones. Some changes will be involuntary such as the on-going need to reduce water consumption in accordance with the Drought Water Restriction Level in place at the time. Others that may include future changes in plant material will be the result of choices made by residents and businesses within the various zones as well as the City. This Engineer's Report does not make any assumptions with regard to possible changes beyond an assumed 35% reduction in water usage.

- *Cost of Living Adjustment*. Certain zones include covenants providing for annual cost of living increases that have been calculated to be 5.4% based on the Engineering News Record-Construction Cost Index through June 2016. The adjustments have not been utilized only in those cases where staff feels comfortable that actual final costs of maintenance will be below the current assessment or can be absorbed over time in future cost of living adjustments.

Table 1
Existing and Proposed Assessments

Zone	Existing Average Assessment by Parcel	Proposed Assessment	Previous High Assessment
1	$0.00	$0.00	$75.71
2	$103.18	$103.18	$103.18
3	$44.81	$44.81	$44.81
4	$75.86	$75.86	$75.86
6-A	$160.03	$160.03	$160.03
6-B	$59.28	$59.28	$59.28
7	$24.80	$24.80	$24.80
8	$22.94	$22.94	$22.94
9	$33.10	$33.10	$44.12
10-A	$26.74	$26.74	$26.74
10-B	$19.06	$19.06	$24.17
10-C	$24.68	$24.68	$24.68
10-D	$19.82	$19.82	$30.58
10-E	$24.67	$26.01	$26.35
10-F	$44.19	$44.19	$44.19
10 - G	$24.67	$26.00	$32.58
10-H	$24.67	$26.00	$32.56
10-I	$38.21	$40.28	$38.21
12	$357.28	$357.28	$357.28
13	$86.26	$86.26	$86.26
14	$25.66	$25.66	$25.66
15	$53.68	$53.68	$53.68
15-B	$0.00	$0.00	$53.70
15-C	$40.00	$42.16	$111.34
16	$35.00	$35.00	$35.00
17-A	$74.47	$74.47	$74.47
17-B	$116.87	$116.87	$116.86
17-C	$105.93	$105.93	$105.93
17-D	$35.00	$36.89	$52.78
18	$76.57	$76.57	$196.22
20A	$38.84	$38.84	$38.84
20B	$0.00	$0.00	$56.56
20C	$37.50	$39.53	$56.38
21A	$0.00	$0.00	$74.90
21B	$49.70	$49.70	$49.70
21C	$0.00	$0.00	$198.02
21D	$0.00	$0.00	$318.82
23	$35.79	$35.79	$76.16
24	$226.80	$239.05	$312.14
25C	$34.57	$36.43	$34.57
25D	$78.42	$79.21	$78.42
26	$14.25	$15.02	$14.25

Table 1
Existing and Proposed Assessments

Zone	Existing Average Assessment by Parcel	Proposed Assessment	Previous High Assessment
26B	$23.69	$24.97	$23.69
26C	$16.52	$17.41	$20.98
26D	$25.19	$26.55	$25.19
27	$35.76	$35.76	$35.86
27B	$83.11	$83.11	$83.11
28	$0.00	$0.00	$78.66
28-B	$0.00	$0.00	$68.40
29	$82.28	$82.28	$106.98
29-B	$94.85	$94.85	$113.86
29-C	$92.00	$96.97	$120.12
29-D	$84.88	$89.46	$116.54
29-E	$103.10	$107.74	$120.16
30	$54.43	$54.43	$105.74
31-A	$118.71	$125.12	$422.92
31-B	$91.09	$96.01	$409.36
32-A	$90.58	$95.47	$135.08
32-B	$87.29	$87.29	$129.10
33	$93.70	$93.70	$162.22
34	$68.61	$68.61	$224.86
34-B	$0.00	$0.00	$264.50
34-C	$0.00	-$59.41	$252.84
35	$0.00	$0.00	$85.26
36-A	$0.00	-$15.85	$136.24
36-B	$10.21	$97.27	$145.81
36-C	$32.61	$53.48	$130.70
37	$0.00	$14.40	$66.92
39	$0.00	$0.00	$165.08
40	$0.00	$33.97	$89.42
41	$0.00	$0.00	$439.66
43-A	$127.45	$0.00	$423.57
43-C	$58.25	$78.64	$171.10
43-D	$77.14	$81.31	$97.24
43-E	$0.00	$0.00	$332.76
44	$281.99	$281.99	$395.38
45-A	$76.07	$76.07	$86.34
46	$62.60	$62.60	$62.60
50	$44.20	$44.20	$190.36
51	$313.77	$313.77	$313.77

RESOLUTION NO. 16-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR BENEFIT ZONES 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 LANDSCAPE AND LIGHTING FOR FISCAL YEAR 2016/2017 AND AUTHORIZING THE CITY ENGINEER TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City Council has heretofore, provided for the formation of a City Wide Assessment District pursuant to the Landscape and Lighting Act of 1972 (the "Act") and provided for the inclusion of Zones into said District; and

WHEREAS, pursuant to Section 22624 of the Streets and Highways Code of the State of California (the "Landscape and Lighting Act of 1972"), the Council of the City of Madera has reviewed the report of the City Engineer relative to the levy and collection of assessments under the Landscaping and Lighting Act of 1972 for Benefit Zones 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 of the Landscape and Lighting Assessment District of the City of Madera for the Fiscal Year 2016/2017 and did on July 20, 2016 adopt City Council Resolution 16-111 "A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 FOR FISCAL YEAR 2016/2017 AND SETTING HEARING THEREON", which hearing was set for Wednesday, the 3rd of August 2016 at the hour of 6:00 p.m. in the Council Chambers of the City Council of the City of Madera; and

WHEREAS, the City Council approved the Engineer's Report on July 20, 2016; and

WHEREAS, pursuant to Streets and Highway Code Section 22630, the City Council may order changes in any matters provided in the City Engineer's Report; and

WHEREAS, the recommended assessment for 2016/2017 reflects the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, at said public hearing the City Council afforded to every interested person an opportunity to comment upon the report of the Engineer relative to the diagram or cost of the work, either orally or in writing, and the City Council has considered such comments, if any, and modifications of assessments, if any.

WHEREAS, the City Engineer has prepared an Engineer's Report which has been filed with the office of the City Clerk for submission to the City Council, setting forth a full and detailed description of the improvements, the boundaries of the assessment district, the zones of benefit therein and the proposed assessments upon assessable lots and parcels of land within the District to which reference is hereby made for full particulars. The boundaries of the zones of benefit within the City wide assessment district and the improvement therein are as generally described in the Engineer's Report; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.

2. The Engineer's Report has been prepared and has been filed with the office of the City Clerk for submission to the City Council and has been approved by the City Council.

3. The City Council hereby confirms the diagram and annual assessments as set forth in the report of the City Engineer for Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 of the Landscape and Lighting District of the City of Madera, as the same may be modified, and levies the assessments as set forth in said report of the Engineer in those same zones listed above for Fiscal Year 2016/2017.

4. The Landscape and Lighting District Zones which generally include, but are not limited to park strip and median landscaping are in general conformity to those originally formed and no changes have been made or are proposed to the existing improvements as part of this action.

5. Pursuant to Section 22641 of the Streets and Highways Code, the City Engineer is authorized and directed to forthwith file the diagram and assessment with Auditor of Madera County.

6. This resolution is effective immediately upon adoption.

* * * * *

RECORDING REQUESTED BY
AND MAILED TO:

NAME: CITY OF MADERA

STREET: 205 W. 4TH STREET

CITY: MADERA, CA 93637

ATTENTION: CITY CLERK

CITY OF MADERA

ENGINEERING DEPARTMENT

COUNTY OF MADERA, STATE OF CALIFORNIA

ENGINEER'S REPORT

FOR

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2016-2017 ASSESSMENT

Keith Brent Helmuth

City Engineer

City of Madera

_____

Date

ENGINEER'S REPORT
FOR CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2016-2017 ASSESSMENT

TABLE OF CONTENTS

LANDSCAPING ZONES BY SUBDIVISION ….....3

ASSESSMENT SPREAD METHODOLOGY ..……..7

METHOD OF ASSESSMENT BY ZONE ..……8

COSTS PER ZONE / ASSESSMENT ROLLS ..……29

ASSESSMENT DIAGRAM / MAPS ……..30

CERTIFICATION OF FILING AND CONFIRMATION OF ASSESSMENT
TO THE ENGINEER'S REPORT FOR
CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2016-2017 ASSESSMENT

The Undersigned respectfully submits the enclosed reports as directed by the City Council on _____, 2016.

BY: _____
Keith Brent Helmuth, City Engineer

Certification of Filing with City.

I, Sonia Alvarez, City Clerk of the City of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were filed with me on _____, 2016.

BY: _____

Certification of Approval and Confirmation by City Council

I, Sonia Alvarez, City Clerk of the City of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were approved and confirmed by the City Council of the City of Madera on _____, 2016.

BY: _____

Certification of Filing with Superintendent of Streets

I, Keith Brent Helmuth, City Engineer of the City of Madera, hereby certify that the foregoing assessments together with the diagrams attached thereto, were recorded in my office on _____, 2016.

BY: _____

Certification of Filing with the County Auditor

I, Catherine Nainoa, Auditor of the County of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were filed in my office _____, 2016.

BY: _____
Catherine Nainoa
Supervising Accountant/Auditor

LANDSCAPING ZONES BY SUBDIVISION

ZONE #	ZONE NAME
1	AIRPORT BUSINESS PARK
2	PHEASANT RUN/NORTHWEST ESTATES
3	MANSIONETTE ESTATES 1, 2, & 3
4	WESTGATE NORTHWEST 1 & 2
6A	WOODLAND HILLS/BASILA
6B	SUNSET SOUTHWEST 1, 2, 3, 4, & 5
7	TOWN & COUNTRY ESTATES
8	VINEYARD ESTATES II, III, IV &V
9	ORCHARD ESTATES & ORCHARD ESTATES No. 2
10A	VENTURI SUBDIVISION
10B	PEBBLE BEACH I & II
10C	PEBBLE BEACH III & IV
10D	PEBBLE BEACH V
10E	PEBBLE BEACH VI
10F	PEBBLE BEACH VII
10G	PEBBLE BEACH VIII
10H	PEBBLE BEACH IX
10I	PEBBLE BEACH X
12	FRENCH COVE 1 & 2
13	LAS PALMAS ESTATES I, II, III & IV
14	CAPISTRANO 1 & 2
15	CLINTON / ELM RANCHOS 1
15B	CLINTON / ELM RANCHOS 2
15C	CLINTON / ELM RANCHOS 3
16	SUGAR PINE ESTATES
17A	CAPISTRANO X, PHASES 1 & 2 & TUSCAN VILLAGE
17B	CAPISTRANO X, PHASE III
17C	CAPISTRANO X, PHASE IV
17D	CAPISTRANO XI, PHASE I
18	LINCOLN PLACE, PHASE I, II & III
20A	LA JOLLA ESTATES, PHASE 1
20B	LA JOLLA ESTATES, PHASE 2
20C	LA JOLLA ESTATES, PHASE 3

ZONE #	ZONE NAME
21A	HOME RANCH I
21B	HOME RANCH II
21C	HOME RANCH III
21D	HOME RANCH IV
23	ELM ESTATES II
24	VISTA DEL SIERRA (RDA)
25C	COTTONWOOD ESTATES III
25D	COTTONWOOD ESTATES IV
26	CORDOVA ESTATES PHASE I & II
26B	CORDOVA ESTATES PHASE III
26C	CORDOVA ESTATES PHASE IV
26D	OAKWOOD ESTATES
27	VINEYARD WEST I
27B	VINEYARD WEST II
28	CAPISTRANO XII & XIV
28B	CAPISTRANO XIII
29	CHATEAU AT THE VINEYARDS, PHASE I
29B	CHATEAU AT THE VINEYARDS, PHASE II
29C	CHATEAU AT THE VINEYARDS, PHASE III
29D	CHATEAU AT THE VINEYARDS, PHASE IV
29E	CHATEAU AT THE VINEYARDS EAST
30	YOSEMITE ESTATES
31A	HIGHLANDS AT RANCHO VALENCIA PHASE I
31B	HIGHLANDS AT RANCHO VALENCIA PHASE II
32A	LA JOLLA NORTH PHASE I
32B	LAN JOLLA NORTH PHASE II
33	SOUTH STAR ESTATES
34	KENNEDY ESTATES PHASE I & II
34B	KENNEDY ESTATES PHASE III
34C	KENNEDY ESTATES PHASE IV
35	SANTA BARBARA ESTATES
36A	MARIPOSA ESTATES I
36B	MARIPOSA ESTATES II
36C	OLIVE ESTATES
37	ALMOND TREE ESTATES
39	CARMEL HOMES III
40	TIERRA VISTA ESTATES
41	POND PLACE

ZONE #	ZONE NAME
43A	ORCHARD POINT ESTATES PHASE I & II & BRAWLEY
43C	EL CORONADO ESTATES
43D	ALMOND VILLAGE ESTATES
43E	TAYLOR ESTATES
44	SIERRA VISTA ESTATES PHASE III
45A	SIENNA ESTATES
46	CAPISTRANO XVII
50	SUGAR PINE VILLAGE
51	RED ROCK RETAIL CENTER

ENGINEER'S REPORT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT
2016-2017 ASSESSMENT

ZONES: **1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51**

WHEREAS, on June, 1991 the City Council of the City of Madera by resolution provided for the creation of a Landscape Maintenance District to provide funds to the City for the maintenance of landscaping within street medians, street park strips, and easements included as a part of said District, the entire City shall be designated as one District composed of separate Landscape Maintenance Zones, and

NOW THEREFORE, I, Keith Brent Helmuth, Engineer of Work for the City of Madera, do hereby assess and apportion the total estimate of cost of the formation, servicing, and maintenance of the referenced Zones upon the several lots or parcels of land benefited, as more particularly set forth in the assessment rolls filed herewith, marked Exhibit "C" and incorporated herein by reference. The numbers on said assessment roll correspond with the assigned numbers upon the assessment diagrams filed herewith, marked Exhibit "D", and incorporated herein by reference. Said assessment is made upon the several lots or parcels of land within the Zones in proportion to the estimated benefits to be received by said lots of parcels of land for said maintenance. A description of the method used to estimate those benefits is presented below.

PLANS AND SPECIFICATIONS

Improvement Plans, Tract Map, and Conditions of Approval have been used to determine landscaped areas within each Zone. Such detailed plans have been prepared by the various project developers and are on file with the City of Madera.

ESTIMATE OF COSTS

The amounts to be assessed and a breakdown of these costs are provided in the Exhibit "C". These costs are based upon the best estimates available at the time of preparation of this report. Since this report will be a yearly document for the continuation of each maintenance Zone, any costs not spent by the City of Madera during the referenced fiscal year will be credited to assessments in future years. Conversely any costs underestimated during the referenced year will be recovered by assessments in future years.

The amount to be assessed maybe increased annually by the increase in the Engineering News Record Construction Cost Index (Los Angeles) plus two percent (2%) for those zones that include an escalation clause within the covenant that was executed upon formation of the zone. Zones that do not include an escalation clause may only be increased as the result of a Proposition 218 election.

ASSESSMENT DIAGRAM

The maps entitled "ASSESSMENT DIAGRAM" are incorporated herein, and sets forth the lots of parcels of land, and assigns each individual parcel a distinctive number for reference to the assessment roll. Each of the properties included within each referenced Zone is identified by an Assessment Parcel Number.

DATED: _____

SIGNED: _____
ENGINEER OF WORK FOR THE CITY OF MADERA

Exhibit 'A'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2016-2017 ASSESSMENT

ASSESSMENT SPREAD METHODOLOGY

PROPERTY RELATED BENEFIT

Property-related benefit must provide a specific, rather than general, benefit to each property being assessed in proportion to at least the amount of assessment.

The installation and maintenance of landscaping of park strips, median islands along major streets, median islands within developments/subdivisions, and certain out-lots, were requirements for obtaining favorable development entitlements which provide a specific benefit to the newly created properties, all as more particularly described on Exhibit "B".

GENERAL BENEFIT

General benefit is defined as any benefit that does not confer specific benefit via a property-related service or capital improvement. General benefits can be determined to benefit the property within the District/Zone and/or the public at large. The landscaping in median islands located in major streets results in an attractive transportation corridor for the community in conformance with the City's General Plan, and thereby providing some degree of general benefit as well as, a specific benefit to adjoining properties.

FY 2016-2017 ASSESSMENT

In accordance with the definitions of Proposition 218, the properties in each case are being assessed for their prorate share of costs to maintain the landscaping in park strips along major streets adjacent to the respective developments/subdivisions, in median islands located within the development/subdivision, in certain outlots. Costs include maintenance of trees, shrubs, sprinkler systems, fertilizer, weed control and general maintenance and repair or replacement when required. The assessment may be increased annually to the range of the assessment in the amount of the Engineering News Record Constructions Cost Index (Los Angeles, plus two percent).

In accordance with Proposition 218, the owners of land with a majority of the total cost of assessments did heretofore approve the assessments for landscape maintenance on June 4, 1997, June 3, 1998, July 16, 1999, July 19, 2000, April 4, 2001, June 6, 2001, June 5, 2002, August 21, 2002, July 16, 2003, September 1, 2004, August 3, 2005, August 16, 2006, August 15, 2007, August 20, 2008 and August 5, 2009, July 21, 2010, August 3, 2011, August 1, 2012, August 7, 2013, June 4, 2014, July 1, 2015 and July 20, 2016, or was required as a condition of approval of the subdivision.

Exhibit 'B'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2016-2017 ASSESSMENT

METHOD OF ASSESSMENT BY ZONE

ZONE 1 – Airport Business Park
Landscape easements along the east and west side of Airport Drive from Aviation Drive to Avenue 17 were included as part of the Airport Business Park Improvement Plans and are also required for proposed future development within the boundaries established herein. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are 45 parcels within the Airport Business Park included in this Zone, all of them zoned for commercial use. Assessments for maintenance of the above improvements have been spread based upon parcel area of all properties within the Zone and frontage length of those properties fronting the landscaped areas along Airport Drive. The proportions will be such that 75 % of the total assessment will be spread on the basis of lot area and the remaining 25 % will be spread on the basis of frontage length along Airport Drive.

ZONE 2 – Pheasant Run/Northwest Estates
Landscaping along the north right of way of Cleveland Avenue and along the east right of way of Granada Drive was included as conditions of approval of plans for Pheasant Run Subdivision. Landscaped median islands along Schnoor Avenue between Cleveland Avenue and Avenue 16 were included as conditions of approval of plans for Northwest Estates Subdivision and proposed future development within the boundaries established herein. A portion of the future Cleveland Avenue median landscaping was also included as an assessable item within the Zone. The assessments include fifty percent of the costs for maintaining of the median island landscaping on Schnoor and Cleveland Avenues. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are 173 (Assessment Numbers 10-182) single-family residential lots within Pheasant Run Subdivision Nos. 1, 2 and 3 and 97 single-family residential lots within Northwest Estates Subdivision Nos. 1-5 & 7 (Assessment Numbers 183-220 and 237 –278 and 281- 297). Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot, for a total of 260 unit assessments for residential property.

Assessment Numbers 279 and 280, and Parcel 1 in Book 35 of Maps at Page 27 of Madera County Records (Assessment No. 232) and Parcels A through O in Book 42 of Maps at pages 107 and 108 of Madera County Records (Assessment Nos. 221 through 226 zoned professional office) and all property east of Schnoor Avenue within Zone 2 (319-328) are currently zoned commercial. The number of units assigned to each commercial lot was determined by dividing their respective areas by 0.15 acre, which is the average area of the single-family residential lots within the Pheasant Run and Northwest Estates subdivisions.

ZONE 3 – Mansionette Estates, Phases 1, 2, 3
Landscaped medians along Schnoor Avenue between Cleveland Avenue and the Fresno River and a portion of the Cleveland Avenue median landscaping were conditions of approval of proposed future development within the boundaries of Mansionette Estates 1, 2, & 3.

Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs for maintenance of the median island landscaping in Schnoor Avenue. The assessments include fifty percent of the cost for maintenance of the landscaping of the MID canal right of way.

Parcel 1 and 2 in Book 49 of Maps at Page 9 of Madera County Records (Assessment Numbers 7 and 8) and Parcels 1 and 2 in Book 43 of Maps at Pages 9 and 10 of Madera County Records (Assessment Number 10 and 11) and parcel 3 and 4 in Book 43 of Maps at Pages 9 and 10 of Madera County Records (Assessment number 9) were combined per document 2006017711 to form one parcel and Parcels 1, 2 and 4 in Book 38 of Maps, at Page 87 of Madera County Records (Assessment Numbers 2, 3, and 4) and Parcel 1 and 2 in Book 39 of Maps at Page 129 of Madera County Records (Assessment Numbers 5 and 6) are currently zoned commercial. Parcel A in Book 37 of Maps, at Pages 102-104 of Madera County Records (Assessment Number 1) is currently zoned multi-family residential. The number of unit assessments assigned to each commercial lot and multi-family lot was determined by dividing their respective areas by 0.17 acre, which is the average size of the single family residential lot within Mansionette Estates, Phase 1, 2, & 3.

Parcel B in Book 37 of Maps, at Pages 102-104 of Madera County Records has been subdivided into two lots. The northerly lot has been further divided into 34 single family residential lots within Mansionette Estates Phase III Subdivision in Book 42 of Maps at Pages 143 and 144 of Madera County Records (Assessment Number 106 through 139). There are 159 single-family residential lots within Mansionette Estates Subdivision Phase I and II in Book 37 of Maps at Pages 103 and 104 of Madera county Records (Assessment Numbers 12 through 105). Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot. The southerly lot (Assessment Numbers 172 and 173) cannot be developed and will not be assessed.

There are 193 unit assessments for residential property, and 11unit assessments for commercial areas.

ZONE 4 – Westgate Northwest, Phases I & II
A condition of approval of the Westgate Northwest subdivision required landscaping of the following areas.

1. A median island in North Westberry Boulevard, between Sunset Avenue and Riverview Drive;

2. A median island in Double Tree Way between Sunset Avenue and Boulder Avenue;

3. A median island in Castle Way between Double Tree Way and Countess Lane.

4. The planter strip along the east right of way of Westberry Boulevard, contiguous to the subdivision; and,

5. The planter strip along the north right of way of Sunset Avenue contiguous to the subdivision.

The proposed landscape area between Riverview Drive and the Fresno River was also added as an assessable item within the Zone. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of costs to maintain the landscaped areas.

There are 106 zero lot line, family residential lots and 57 standard, single-family residential lots within Westgate Northwest Phase I. There are 90 single family residential lots within Phase II of Westgate Northwest after numerous Lot Line Adjustments.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each zero lot line residential lot and two units of assessment per each

standard residential lot, which are approximately twice the acreage of the zero lot line residential lots.

ZONE 6A – Woodlands/Basila

Landscaping of certain areas was a condition of approval for the Woodland Subdivision, the Woodlands Subdivision No. 2, and the Basila Subdivision in Madera. Landscape areas are located along Woodlands Drive, Woodlands Court, Cedar Creek Lane and Westberry Blvd, all within or adjacent to the above subdivision and streets. The median island landscaping along Westberry Blvd between Sunset Avenue and the south property line of Basila Subdivision, Phase 2 and 3 shall be included in the assessments at a rate of 50% of the costs of maintenance.

There are 108 single family residential lots within Woodland Subdivision, Woodland Subdivision No. 2, Basila Subdivision, and Basila Subdivision Phases 2 and 3. Assessment for maintenance of these improvements has been spread based upon one unit of assessment per each of the 109 residential lots.

The remaining two parcels (009-300-010-000 & 009-300-009-000) have been assessed for maintenance of these improvements and has been spread based upon one unit of assessment per each of the 109 residential lots.

ZONE 6B – Sunset Southwest, Phases 1, 2, 3, 4 & 5

Landscaping was required by conditions of approval for Sunset Southwest Subdivision, Phases I through 5 including Kimmel Avenue, the south side of Sunset Avenue, the west side of Westberry Boulevard and 50% of the median in Westberry Boulevard, all within or adjacent to the above subdivision and streets.

There are 139 residential lots within Sunset Southwest Subdivision, Phases1 through 5. Assessment for maintenance of these improvements has been spread based upon one unit of assessment per each of the 139 residential lots.

ZONE 7 – Town & Country Estates

Landscaped medians along Merlot Avenue, landscaping within the west right of way of S. Granada Drive and the north right of way of W. Almond, and maintenance of the paved emergency access easement were included as conditions of approval of the Town and Country Estates subdivision. Therefore, it is incumbent upon all property owners within these boundaries to account for their fair share of costs to maintain the landscaped areas.

There are 137 single-family residential lots within Town & Country Estates, which benefit from the landscaped frontage along Granada Drive and the landscaped median in Merlot Avenue. Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 137 residential lots.

Assessment Numbers 138, 139 and 140 are zoned for multi-family residential units. The apartment units front Almond Avenue and a portion of Granada Drive. The apartments isolate the single-family lots from any benefit of landscaping along these roads. Therefore maintenance costs associated with this landscaping will be applied only to the multi-family residential units once established. No maintenance costs are assumed for the 30-foot wide access easement through the apartment complex since it is temporary and will be replaced by a parking lot.

The number of units assigned to each multi-family residential lot, was determined by dividing their respective areas by 0.16 acre, which is the average size of the single-family residential lot within the Town and Country Estates subdivision.

ZONE 8 – Vineyard Estates Subdivision, Phases II, III, IV & V

Conditions of approval of the plans for the Vineyards Subdivision 2, 3, 4 and 5, required maintenance of the landscaped areas noted below:

1. The park strip along the north right of way of Pecan Avenue;

2. The landscape easement along the north side of Pecan Avenue;

3. The landscape easement adjacent to the storm drainage pond; and,

4. The landscape buffer within the right of way along the north and south sides of Gary Lane.

Therefore, it is incumbent upon all property owners within these boundaries to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 193 single family residential lots within the Vineyards Subdivision No. 1, 2, 3, 4 and 5.

Assessment Numbers 52, 53 and 54 are currently zoned commercial. The number of units assigned to each commercial lot was determined by dividing their respective areas by 0.14 acre, which is the average size of the single family residential lot within Vineyards, Phases II, III, IV and V.

The assessments for Assessment Numbers 1-51 and 55-196 may increase if future development requires landscaping along Monterey Avenue, Gary Lane or Pecan Avenue.

ZONE 9 – Orchard Estates & Orchard Estates No. 2
Landscaping in the park strip located along the North right of way of Pecan Avenue was included as a condition of approval of plans for the Orchard Estates Subdivision. Therefore, it is incumbent upon all property owners within the boundaries of Orchard Estates Subdivision and Orchard Estates Subdivision No. 2 to account for their fair share of the costs to maintain the landscaped areas.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 66 single family residential lots within Orchard Estates Subdivision and Orchard Estates Subdivision No. 2, and the 2 other residential lots within Zone 9, for a total of 68 units of assessment.

ZONE 10 A – Venturi Subdivision
The landscape park strip along the north side of Sunset Avenue from Shannon Avenue to 630 feet to the east line of the subdivision and the park strip along the east side of Shannon Avenue, located between 248 feet and 428 feet (180) north of Sunset Avenue, was included as a condition of approval of the plans for the Venturi Subdivision. The entry gate to the subdivision has 180 square feet of landscaping. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment for each of the 13 lots within the Venturi Subdivision.

ZONE 10B – Pebble Beach, Phase I & II
A condition of approval for Pebble Beach Estates Ph II was maintenance of the west park strip along Schnoor Avenue, North and South of Riverview Drive, through the creation of Zone 10B. There are 39 single-family residential lots in Pebble Beach Estates, Phase II within Zone 10B.

Eight (8) single-family residential lots within Pebble Beach Estates, Phase I are included in Zone 10 B for the maintenance of landscaping along the north right-of-way of Sunset Avenue, just West of Shannon Avenue. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 47 single-family residential lots within Pebble Beach Estates, Phase I and Phase II.

ZONE 10C – Pebble Beach, Phase III & IV
A condition of approval of Pebble Beach Estates Phases III and IV was maintenance of the West park strip along Schnoor Avenue, North and South of Riverview Drive. All parcels within

the subdivision are specifically benefited by the maintenance of the landscaped park strip. Therefore it is incumbent upon the property owners within the boundaries to account for their share of the costs to maintain the landscaped areas.

There are 21 single-family residential lots within Pebble Beach Estates Phase III and 29 single-family residential lots within Pebble Beach Estates Phase IV. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 50 residential lots within Pebble Beach Estates Phases III and IV.

ZONE 10D – Pebble Beach, Phase V

Maintenance of the landscape planter strip along the west side of Schnoor Avenue between 90 feet South and 360 feet North of University Avenue was a condition of map approval of the Pebble Beach Estates Phase V subdivision. There are 27 single-family residential lots within Pebble Beach Estates Phase V. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 27 residential lots within Pebble Beach Estates Phase V.

ZONE 10E – Pebble Beach, Phase VI

A condition of approval of Pebble Beach Estates, Phase VI was the maintenance of landscaping of several park strips, located:

1. Along the west side of North Schnoor Avenue between a point located 250 feet south of University Avenue, to a point located 800 feet north of University; and,

2. Along the north side of Sunset Avenue from Shannon Drive to Mainberry Drive.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped median and park strip. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 22 residential lots within Pebble Beach Estates Phase VI.

ZONE 10 F – Pebble Beach, Phase VII

A condition of approval of Pebble Beach Estates, Phase VII was a requirement to maintain landscaping in park strips located on the west side of North Schnoor Avenue and along the north side of West Sunset Avenue adjacent to the Pebble Beach Phase I subdivision. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strips. Therefore, it is incumbent upon the property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 41 residential lots within Pebble Beach Estates, Phase VII.

ZONE 10G – Pebble Beach Estates Phase VIII

A condition of approval of Pebble Beach Estates, Phase VIII was the maintenance of landscaping of two park strips:

1. Along the west side of N. Schnoor Avenue; and
2. Along the north side of W. Sunset Avenue all adjacent to Pebble Beach Phase I.

It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 46 residential lots within Pebble Beach Estates Phase VIII.

ZONE 10 H – Pebble Beach, Phase IX

A condition of approval of Pebble Beach Estates, Phase IX was a requirement to maintain landscaping and irrigation, including trees along the park strip on the west side of North Schnoor Avenue and the landscaping and irrigation, including trees along the park strip on the north side

of West Sunset Avenue all adjacent to the Pebble Beach Subdivision. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped parkstrip. Therefore, it is incumbent upon the property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are fifty-three (53) single-family residential lots within Pebble Beach Estates, Phase IX within Zone 10H. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each residential lot within Pebble Beach Estates, Phase IX.

ZONE 10 I – Pebble Beach, Phase X

A condition of approval Pebble Beach, Phase X, was the requirement for landscaping and irrigation, including trees, along the park strip on the west side of N. Schnoor Avenue, and the landscaping and irrigation, including trees along the park strip on the north side of W. Sunset Avenue all adjacent to the Pebble Beach Estates Phase X Subdivision.

There are twenty-one (21) single-family residential lots and 1 multi-family lot within Pebble Beach Estates Phase X within Zone 10I. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each residential lot within the Pebble Beach Estates Subdivision Phase X.

ZONE 12 – French Cove Phase I & II

A condition of approval of plans for French Cove Phase I and Phase II, included the following landscaped areas:

1. The planter strip on the West side of Westberry Blvd. from 107 feet South of Double Tree Way to the South right of way line of Riverview Drive;

2. The median island in Doubletree Avenue between Summer Set Lane and Westberry Blvd;

3. The median island in Tragon Street between Tragon Way and Summer Set Lane;

4. The planter strip on the North side of Riverview Drive between Summer Set Lane and Westberry Blvd.; and,

5. One-half of the median islands on Westberry Blvd. along the entire east boundary of the subdivision.

The landscaped park strips and the local street medians, provide a zone of benefit to all parcels within the two subdivisions. Therefore, one hundred percent of the maintenance costs for areas 1, 2, 3, 4, and 5 noted above, will be equally shared by the single-family lots within French Cove Phases I and II. The landscaped median in Westberry Blvd. however, provides a zone of benefit to the City at large. Therefore, the maintenance costs for this median island will be equally shared between the City and all single-family lots within the two subdivisions. There are 33 single-family residential lots in French Cove Phase I and 46 single-family residential lots in French Cove Phase II, for a total of 79 unit assessments.

ZONE 13 – Las Palmas Estates, Phases I, II, III & IV

A condition of approval of Las Palmas Subdivision Phases I, II, III and IV, was maintenance of the park strip located on the South side of Olive Avenue along the frontage of Phase I and the median island landscaping located in Varbella Park between Varbella Way and La Perla Way. It is therefore incumbent upon the property owners within the boundaries of Las Palmas Subdivision Phases I, II, III and IV to account for their fair share of the costs to maintain the landscaped areas.

There are 22 lots in Phase I, 26 lots in Phase II, 9 lots in Phase III, and, 11 lots in Phase IV, all within Zone 13. Assessments for maintenance for the above improvements have been spread

based upon one unit of assessment per each of the 68 residential lots within Las Palmas Estates Subdivision.

ZONE 14 – Capistrano, Phases I & II
Landscaping along the north side of Almond Avenue along the frontage of Capistrano Subdivision Phase I, and the east side of Stadium Road along the frontages of said Phase I and Capistrano Subdivision Phase II, was required as a condition of approval of the plans for said Phases I and II. Therefore, it is incumbent upon all property owners within the boundaries of the Capistrano Subdivisions, to account for their fair share of costs to maintain the landscaped areas.

There are 115 single-family residential lots in Zone 14. Assessment for maintenance of the above landscaped areas has been spread based upon one unit of assessment per each residential lot within the Capistrano Subdivisions.

ZONE 15 – Clinton/Elm Ranchos, Phase I
Landscaping of the planter strip along the southeast side of Clinton Avenue, for the full frontage of the Clinton-Elm Ranchos Subdivision, from Fig Avenue to Elm Avenue, was required by the conditions of approval of the plans. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas.

There are 19 single-family residential lots within the Clinton/Elm Ranchos Subdivision in Zone 15. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot within Clinton/Elm Ranchos Subdivision.

ZONE 15B – Clinton/Elm Ranchos, Phase II
Maintenance of the landscaped planter strip along the southeast side of Clinton Avenue from Fig Avenue to Elm Avenue was required by the conditions of approval of the plans for the Clinton/Elm Ranchos Subdivision Phase II. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas.

There are 10 single-family residential lots within the Clinton/Elm Ranchos Subdivision Phase II, in Zone 15B. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot within said Phase II.

ZONE 15C – Clinton/Elm Ranchos, Phase III
A condition of approval of plans for Clinton/Elm Ranchos Phase III was maintenance of the landscaped planter strip along the southeasterly side of Clinton Avenue from Fig Avenue to Elm Avenue. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 11 residential lots within Clinton/Elm Ranchos, Phase III.

ZONE 16 – Sugar Pine Estates
Conditions of approval of the Sugar Pine Estates subdivision required landscaping of the following areas:

1. Outlots “A” and “B” along the southwesterly side of Lilly Street between the Main Canal No. 1 and Sawmill Street;

2. Planter strip on the southwest side of Lilly Street adjacent to lots 1 through 4 inclusive, of said subdivision, a distance of approximately 214 feet; and,

3. Planter strip on the northeasterly side of Adelaide Street, adjacent to lots 5 through 8 inclusive and adjacent to lot 9, a distance of about 240 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped outlots and the planter strips. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 24 residential lots and Outlot "C" within Sugar Pine Estates.

ZONE 17A – Capistrano X, Phases I & II & TUSCAN VILLAGE

A condition of approval of plans for Tuscan Village, required landscaped areas and an irrigation system in the park strip located along the west side of North Westberry Boulevard north of Ren way, adjacent to the east side said subdivision, a distance of 250 lineal feet. The above landscaping completes the park strip to be included in Zone of Benefit 17A.

A condition of map approval for Capistrano X, Phases I & II, required landscaped areas at the locations noted below.

1. median island and the park strip along the west side of Westberry Boulevard between a point located approximately 123 feet south of the centerline of Ren Way to a point located approximately 247 feet north of said centerline;

2. median island and park strip along the west side of Westberry Boulevard between a point located approximately 145 feet south of the centerline of Westgate Drive to a point located approximately 247 feet north of said centerline; and,

3. "Outlot A" along the east side of Kent Drive, an area 15 feet wide and 300 feet long, more or less.

There are 40 single-family residential lots in Phase I and 33 single-family residential lots in Phase II. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 73 residential lots within Capistrano X Phases I and II; and, the 25 lots in Tuscan Village derive a benefit from the landscaped median island in point located approximately 123 feet south of the centerline of Ren Way and a point located approximately 247 feet north of the centerline of Westgate Drive. Therefore, one-hundred percent of the maintenance costs for the above identified park strip and 50% of the maintenance costs of the above identified median island will be assessed against 98 lots now existing within Zone 17A.

ZONE 17B – Capistrano X Phase III

One of the conditions for approval of plans for the Capistrano X, Phase III, was maintenance of the landscaped park strip along the east side of Westberry Blvd and, the median island in Westberry Blvd., along a distance of about 530 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 32 single-family residential lots in the subdivision. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 32 residential lots within Capistrano X Phase III.

ZONE 17C – Capistrano X Phase IV

One of the conditions for approval of plans for the Capistrano X, Phase IV, was maintenance of the landscaped park strip along the east side of Westberry Blvd., and the median island in Westberry Blvd. along a distance of about 526 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas.

The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 35 single-family residential lots in Capistrano X, Phase IV. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 35 residential lots within Capistrano X, Phase IV.

ZONE 17D – Capistrano XI Phase I
One of the conditions for approval of plans for the Capistrano XI Phase I was maintenance of the landscaped park strip along the east side of Westberry Blvd., and the median island in Westberry Blvd., improvements which exist along the west boundary of the Capistrano X, Phase III, subdivision, and measure about 530 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas.

The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 45 single-family residential lots in Capistrano XI Phase I. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 45 residential lots within Capistrano XI, Phase I.

ZONE 18 – Lincoln Place, Phase I, II & III
Conditions for approval of plans for Lincoln Place, Phase I, II, and III was maintenance of landscaped areas noted below:

1. Park strip along the west side of Westberry Blvd. and the median island in Westberry Blvd. between the north boundary of Phase II and the south boundary of Phase I, a distance of about 600 feet; and,

2. Park strip along the north side of Sunset Avenue between Liberty Lane and Westberry Blvd. a distance of about 580 feet; and,

3. Lot 55 (Outlot "A") of Lincoln Place Phase I.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all residential lots in the subdivision. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 54 residential lots within Lincoln Place I, II & III.

ZONE 20A – La Jolla Estates Phase 1
One of the conditions for approval of plans for La Jolla Estates Phase 1 was maintenance of the landscaped park strip on the east side of Merced Street, adjacent to lot 17, measuring about 110 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 17 single-family residential lots within La Jolla Estates Phase 1.

ZONE 20B – La Jolla Estates Phase 2
One of the conditions for approval of plans for La Jolla Estates Phase 2 was maintenance of the landscaped park strip on the east side of Merced Street, adjacent to lots 22 and 23, measuring about 270 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 31 single-family residential lots within La Jolla Estates Phase 2.

ZONE 20C – La Jolla Estates Phase 3
One of the conditions for approval of plans for La Jolla Estates Phase 3 was maintenance of the landscaped park strip on the east side of Merced Street, adjacent to lot 64, measuring about 100 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based upon one

unit of assessment per each of the 16 single-family residential lots within La Jolla Estates Phase 3.

ZONE 21A – Home Ranch Phase I
A condition of approval for Home Ranch Phase I was the maintenance of several landscaped areas:

1. the park strip along the south side of W. Cleveland and the median island in W. Cleveland from Westberry Boulevard to Glade Avenue;
2. the park strip on the east ad west sides of Westberry Blvd. And ½ of the median island in Westberry Blvd. From W. Cleveland to a point located 430 feet south, thereof; and,
3. the full median island in Westberry Blvd. Between a point located 430 feet south of W. Cleveland and a point located 1,143 feet south of W. Cleveland.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 41 residential lots within Home Ranch Phase I.

ZONE 21B – Home Ranch Phase II
A condition of approval of the plans for Home Ranch Phase II was maintenance of the park strip along the east side of Westberry Blvd. And the median island in Westberry Blvd. Between a point located about 150 feet south of the centerline of West Fairway Avenue to a point located about 400 feet north of said centerline.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 72 residential lots within Home Ranch Phase II. Of these lots three (3) are assessed an addition 1/3 due to lot line adjustments and five (5) are assessed double for merged lots.

ZONE 21C - Home Ranch Phase III
A condition of approval of plans for Home Ranch Phase III, required landscape plants and an irrigation system in two park strips located on the east side and the west side of North Westberry Boulevard between the alignment of Hampton Drive to a point located approximately 535 feet north of the center line of Fairfield Way, also described as the west boundary of Home Ranch Phase III, a distance of about 1,215 lineal feet.

The landscaped park strips provide a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared by the original 86 single-family lots within Home Ranch Phase III.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the original 86 residential lots in Home Ranch Phase III, for a total of 86 unit assessments for residential property.

ZONE 21D – Home Ranch Phase IV
A condition of approval of Home Ranch Phase IV was the requirement of landscaping in the areas described below:

1. The park strip along the south side of W. Cleveland Avenue between N. Westberry Avenue and the west boundary of Home Ranch Phase IV, a distance of about 425 feet, more or less; and,

2. The park strip along the west side of Westberry Blvd. and the median island in N. Westberry Blvd., between W. Cleveland and W. Fairway Avenue, a distance of about 1,2000 feet, more or less.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 54 residential lots within Home Ranch Phase IV Subdivision.

ZONE 23 – Elm Estates II

A condition of approval of the plans for Elm Estates II was maintenance of the park strip along the southeasterly side of Clinton Avenue adjacent to lot 1 of the subdivision, a distance of about 120 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 9 residential lots within Elm Estates II.

ZONE 24 – Vista del Sierra

A condition of approval was the requirement for landscaping and irrigation, including trees, along the park strip on the north side of Sunrise Avenue and frontage road island located along the west side of Lilly Avenue, and the temporary stormwater retention basin, all adjacent to the Vista del Sierra Subdivision frontage. Assessments for maintenance for the above improvements have been spread upon one unit of assessment per each of the forty-nine (49) lots (forty-eight residential lots and a temporary basin lot which has been determined to be equivalent to a single-family residential lot.) within the Vista del Sierra subdivision and the temporary basin lot.

ZONE 25C – Cottonwood Estates Phase III

A condition of approval of the tentative map for Cottonwood Estates Phase III, required participation in the maintenance of landscaping and irrigation systems located in three (3) park strips along the west side of N. Granada Drive Constructed by Cottonwood Estates Phase I, between a point located approximately 290 feet south of the centerline of West Cleveland Avenue to a point located approximately 2,109 feet south said Cleveland Avenue, a distance of approximately, 1,817 lineal feet. Three phases of Cottonwood estates have been approved to date, with identical requirements, to maintain the above described park strip along Granada Avenue.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 42 lots within the Cottonwood Estates Phase III Subdivision.

ZONE 25D – Cottonwood Estates Phase IV

A condition of approval of the tentative map for Cottonwood Estates Phase 4, required participation in the maintenance of landscaping and irrigation systems located in three (3) park strips along the west side of N. Granada Drive constructed by Cottonwood Estates Phase I, between a point located approximately 290 feet south of the centerline of West Cleveland Avenue to a point located approximately 2,109 feet south said Cleveland Avenue, a distance of approximately, 1,817 lineal feet. Three phases of Cottonwood Estates have been approved to date, with identical requirements, to maintain the above described park strip along Granada Avenue.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 39 residential lots within the Cottonwood Estates Phase 4 Subdivision.

ZONE 26 – Cordova Estates Phase I & II

A condition of approval of Cordova Estates Phase I & II was the requirement for landscaping the park strip along the westerly side of Raymond Road from a point located about 135 feet south of the centerline of Laguna Way to a point located about 450 feet north of the centerline of Laguna Way.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment

per each of the 50 residential lots in Cordova Estates Phase I, and the 28 residential lots in Cordova Estates Phase II, for a total of 78 lots in Zone 26.

ZONE 26B – Cordova Estates Phase III

A condition of approval of Cordova Estates Phase III was the requirement for landscaping and irrigation, including trees along the park strip on the west side of Raymond Road between the north and south boundary of the subdivision, and one-half of the landscaping and irrigation, including trees along the future median island in Raymond road between the north and south boundary of the subdivisions Cordova Estates Phases I, II and IV. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped parkstrip.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the sixty-one (61) single-family residential lots within Cordova Estates, Phase III, within Zone 26B.

ZONE 26C – Cordova Estates Phase IV

A condition of approval of Cordova Estates Phase IV was the requirement for landscaping the park strip along the westerly side of Raymond Road from a point located about 135 feet south of the centerline of Laguna Way to a point located about 450 feet north of the centerline of Laguna Way.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 52 residential lots within Cordova Estates Phase IV.

ZONE 26D – Oakwood Estates

A condition of approval of plans for Oakwood Estates, required participation in the maintenance of landscape plants and an irrigation system in the park strip located on the west side of North Raymond Road along the east boundary of the final subdivision maps for Cordova Estates Phase I and II, Map 03-S-02, and, Cordova Estates Phase IV, map 04-S-03, a distance of approximately 1,485 feet.

The landscaped park strip provides a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strip will be equally shared by the single-family lots within Oakwood Estates, the residential lots in said Cordova Estates Phases I, II, IV, and, Cordova Estates Phase III, located west of Cordova Estates Phase IV.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 23 residential lots in Oakwood Estates for a total of 23 unit assessments for residential property.

ZONE 27 – Vineyard West I

A condition of approval of Vineyards West Phase I was the requirement for landscaping park strips on the north side of Sunset Avenue, between Caitlan Drive and Via Cerioni, a distance of about 400 feet, more or less, and between Via Cerioni and a point located 140 feet east of Via Cerioni.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 46 residential lots and lot No. 47 which is well site No. 32, owned by the City, within the Vineyards West Phase I Subdivision.

ZONE 27B – Vineyards West Phase II
A condition of approval of Vineyards West Phase II was the requirement for landscaping the park strip on the north side of Sunset Avenue and Riverside Drive between the east and west boundary of the Subdivision, all adjacent to the Vineyards West Phase II subdivision. There are 44 single-family residential lots within Vineyards West Phase II subdivision. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 44 residential lots within the Vineyards West Phase II Subdivision.

ZONE 28 – Capistrano XII & XIV
A condition of approval of Capistrano Phase XII was the requirement for landscaping three (3) park strips on the south side of Howard Road from a point located 130 feet east of St Tropez Drive, to a point located about 130 feet west of Makenna Drive a distance of approximately 657 lineal feet.

Several park strips located along the Westside of South Granada Drive from a point located 342 feet north of Plumas Avenue to a point 125 feet south of Industrial Avenue, a distance of approximately 1210 lineal feet.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 86 residential lots within Capistrano Phase XII and 60 residential lots within Capistrano Phase XIV.

ZONE 28B – Capistrano XIII
Landscaping of the park strip located along the west right of way of Granada Drive starting at a point located 110 feet south of Desert Ranch Way to Plumas Street along a distance of 570 feet was a condition of approval of the Tentative Map for Capistrano XIII subdivision.

There are 42 single-family residential lots within Capistrano XIII subdivision. Assessments for maintenance of the above improvements have been spread based upon unit of assessment per each residential lot.

ZONE 29 – Chateau at the Vineyards, Phase I
A condition of approval of Chateau at the Vineyards Phase I was the requirement for landscaping and irrigation, including trees, along West Almond Avenue, Stadium Road, and Gary Lane, all adjacent to the Chateau at the Vineyards Subdivision frontage.

Assessments for the above improvements have been spread based upon one unit of assessment per each of the seventy (70) single-family residential lots within the Chateau at the Vineyards Subdivision and a “Not a Part” (NAP) lot which has been determined to be equivalent to twenty-four (24) single-family residential lots.

ZONE 29B – Chateau at the Vineyards, Phase II
A condition of approval of Chateau at the Vineyards Phase II was the requirement for landscaping and irrigation, including trees, along West Almond Avenue, Stadium Road, and Gary Lane, all adjacent to the Chateau at the Vineyards Subdivision frontage.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped areas. Assessment for maintenance of the above landscaped areas has been spread based upon one unit of assessment per each of the thirty-nine (39) single-family residential lots within Chateau at the Vineyards, Phase II.

ZONE 29C – Chateau at the Vineyards, Phase III
A condition of approval of plans for Chateau at the Vineyards was participation in the maintenance of irrigated landscaped areas constructed by Chateau at the Vineyards phase I, including:

1. Two park strips along the south side of West Almond Avenue between South Stadium Road and a point located approximately 1,150 feet east of Stadium Road; and,

2. Two park strips along the east side of South Stadium Road between West Almond Avenue and a point located approximately 734 feet south of Almond Avenue.

Chateau at the Vineyards, Phase III was also required to install an irrigation system and landscaping park strip along the south side of West Almond Avenue between Monterey Avenue and a point located approximately 80 feet west of Monterey Avenue.

The landscaped park strips provide a zone of benefit to all of the 19 parcels within the Chateau at the Vineyards, Phase III. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared between the four (4) phases identified in the tentative map for the Chateau at the Vineyards subdivision.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 19 residential lots in Chateau at the Vineyards.

ZONE 29D – Chateau at the Vineyards, Phase IV
A condition of approval of Chateau at the Vineyards Phase IV Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements installed in conjunction with all Chateau at the Vineyards phases:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of Almond Avenue between Stadium Road and Monterey Street, running approximately 1,275 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the east side of Stadium Road, running approximately 1,275 feet between Almond Avenue and Gary Lane adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation system on the north side of Gary Lane, running approximately 1,275 feet between Stadium Road and Monterey Street adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 35 residential lots planned for Chateau at the Vineyards Phase IV.

ZONE 29E – Chateau at the Vineyards East
A condition of approval of Chateau at the Vineyards East Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of Almond Avenue, between Stadium Road and Monterey Street and on the east side of Stadium Road between Almond Avenue and the future Gary Lane, adjacent to the subdivision Tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 24 residential lots within the Chateau at the Vineyards East subdivision.

ZONE 30 – Yosemite Estates
A condition of approval of Yosemite Estates was the requirement for landscaping the park strip on the north side of Almond Avenue from Monterey Avenue to a point located about 195 feet west of Monterey Avenue. There are thirty (30) single-family residential lots with the Yosemite Estates subdivision. Assessments for Maintenance for the above improvements have been spread based upon one unit of assessment per each of the thirty (30) residential lots within the Yosemite Estates Subdivision.

ZONE 31A – Highlands at Rancho Valencia Phase I
A condition of approval of the Tentative Map for Highlands at Rancho Valencia was a requirement for extensive landscaping with irrigation systems along park strips, within several mini-parks, within two traffic circles, and one median island in Sanders Avenue. The park strips are located on the south side of Pecan Roan and on the east side of Raymond Thomas Street. The total costs to maintain the landscape improvements will be shared equally between the 346 residential lots included in the tentative map for the Highlands at Rancho Valencia.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 94 residential lots included within the Highlands at Rancho Valencia Phase I subdivision.

ZONE 31B – Highlands at Rancho Valencia Phase II
A condition of approval of Highlands at Rancho Valencia Phase II was the requirement to participate in the maintenance of shrubs, trees, groundcover, and irrigation systems in the following locations:

1. The park strip located along the east side of Raymond Thomas Road between Parkwood Avenue and Hazel Avenue, along the west side of the subdivision;
2. The park strips, landscaped outlots, and traffic circles located in the South Valencia Avenue from the north boundary of the subdivision near Parkwood Avenue, to Georgia Avenue;
3. Outlots “F”, “H”, and “K”.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 247 residential lots within the Highlands at Rancho Valencia Phase II subdivision.

ZONE 32A – La Jolla North Phase I
A condition of approval of plans for La Jolla North subdivision Phase I, required landscape plants and an irrigation system in two park strips located on:

1. The east side of Merced Street between East Carmen and East Ellis Street, and
2. The south side of Ellis Street adjacent to lots 32 through 46 of Phase I, inclusive, a distance of about 1,000 feet.

The landscaped park strips provide a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above-identified park strips will be equally shared by the single-family lots within La Jolla North subdivision Phase I.

Assessments for maintenance of the above improvements have been spread based upon one unit of the assessment per each of the 46 residential lots in La Jolla North subdivision Phase I, for a total of 46 unit assessments for residential property.

ZONE 32B – La Jolla North Phase II
A condition of approval of plans for La Jolla North subdivision Phase II, required landscape plants and irrigation system in the park strip located on the south side of East Ellis Street adjacent to lost 47 through 61 of Phase II, inclusive, a distance of about 1,000 feet.

The landscaped park strip provides a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strip will be equally shared by the single-family lots within the La Jolla North subdivision Phase II.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 47 residential lots in La Jolla North Subdivision Phase II, for a total of 47 unit assessment for residential property.

ZONE 33 – South Star Estates
A condition of approval of plans for South Star Estates was maintenance of plants and the irrigation system for two park strips located:

1. The north side of Pecan Avenue (Avenue 13) located between Hickory Avenue and Barnett Avenue, a distance of about 930 feet; and,
2. The west side of Barnett Street between Pecan Avenue and a point located about 120 feet north of the center line of Macadamia Avenue, a distance of approximately 610 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped areas. Assessment for maintenance of the above landscaped areas has been spread based upon one unit of assessment per each of the 61 family residential lots within South Star Estates.

ZONE 34 – Kennedy Estates Phase I & II
A Condition of approval of plans for the tentative map of Kennedy Estates, required landscape plants and an irrigation system in the park strips located:

1. along the west side of North Chapin Avenue from Kennedy Avenue, to a point located about 860 lineal feet north of Kennedy Avenue; and
2. along the north side of Kennedy Avenue from the westerly boundary of the Kennedy Estates to Chapin Avenue, a distance of about 1,025 lineal feet.

The landscaped park strip provides a zone of benefit to all of the 101 parcels within the Phase I & II of Kennedy Estates. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared by the 101 single-family lots within the subdivision.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 101 residential lots in Kennedy Estates Phase I & II, for a total of 101 unit assessments for residential property.

ZONE 34B – Kennedy Estates Phase 3
A condition of approval of Kennedy Estates Phase 3 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. along the west side of North Chapin Avenue from Ellis Street, to a point located about 860 lineal feet south of Ellis Street; and
2. along the south side of Ellis Street from the westerly boundary of the Kennedy Estates Phase 3 Subdivision to Chapin Avenue, a distance of about 1,025 lineal feet

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 52 residential lots within the Kennedy Estates Phase 3 Subdivision.

ZONE 34C – Kennedy Estates Phase 4
A condition of approval of Kennedy Estates Phase 4 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. along the west side of North Chapin Avenue from Ellis Street, to a point located about 860 lineal feet south of Ellis Street; and
2. along the south side of Ellis Street from the westerly boundary of Kennedy Estates Phase 3 Subdivision to Chapin Avenue, a distance of about 1,025 lineal feet

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 51 residential lots within the Kennedy Estates Phase 4 Subdivision.

ZONE 35 – Santa Barbara Estates
A condition of approval of Santa Barbara Estates was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the north side of Howard Road, running 660 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 90 residential lots within the Santa Barbara Estates Subdivision.

ZONE 36A – Mariposa Estates
A condition of approval of Mariposa Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 558 feet west starting from Tozer Street and ending at the east side of Mariposa Street, then starting the west side of Mariposa Street continuing west along the north side of east Olive Avenue 550 feet and ending at Knox Street.

Landscaping and irrigation, including trees along the park strip on the west side of Tozer Street 507 feet north starting at East Olive Avenue and ending at the south side of Trail Way, then starting at the north side of Trail Way continuing north along the west side of Tozer Street 594 feet and ending at A Street.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 140 residential lots within the Mariposa Estates Subdivision.

ZONE 36B – Mariposa Estates Phase II
Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 558 feet west starting from Tozer Street and ending at the east side of Mariposa Street, then starting the west side of Mariposa Street continuing west along the north side of east Olive Avenue 550 feet and ending at Knox Street.

Landscaping and irrigation, including trees along the park strip on the west side of Tozer Street 507 feet north starting at East Olive Avenue and ending at the south side of Trail Way, then starting at the north side of Trail Way continuing north along the west side of Tozer Street 594 feet and ending at A Street.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strip. Mariposa Estates, Phase II totals 10 lots equaling 10 units.

ZONE 36C – Olive Estates
A condition of approval of Olive Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 590 feet west starting at Knox Street and ending at the westerly subdivision boundary.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 46 residential lots within the Olive Estates Subdivision.

Zone 37 – Almond Tree Estates
A condition of approval of Almond Tree Estates was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Landscaping and irrigation, including trees along the park strip on the South side of West Almond Avenue, along the frontage of the subdivision, approximately 660 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strip. Almond Tree Estates totals 100 lots equaling 100 units.

ZONE 39 – Carmel Homes III
A condition of approval of Carmel Homes III was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the East side of Stadium Road, running 620 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation on the South side of Pecan Ave, running 310 feet adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation on the Median on Pecan Ave, running 220 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 82 residential lots within the Carmel Homes III Subdivision.

ZONE 40 – Tierra Vista Estates
A condition of approval of Tierra Vista Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the north side of Gary Lane, running approximately 780 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the west side of Emily Lane, running approximately 240 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 78 residential lots within the Tierra Vista Estates Subdivision.

ZONE 41 – Pond Place Estates
A condition of approval of Pond Place Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

Landscaping and irrigation, including trees, along the park strip on the west side of Stadium Road starting from the northern boundary of the subdivision, heading south approximately 140 feet, and ending at El Monte Avenue.

Landscaping and irrigation, including trees, on the frontage road island on the west side of Stadium Road starting from El Monte Avenue, heading south approximately 320 feet, and ending at Gamay Avenue.

Landscaping and irrigation, including trees, along the park strip on the west side of Stadium Road starting from Gamay Avenue, heading south approximately 120 feet, and ending at the southern boundary of the subdivision.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 29 residential lots within the Pond Place Estates Subdivision.

ZONE 43A – Orchard Point Estates Phase I & II, Brawley Subdivision
A condition of approval of Orchard Pointe Estates Phase I & II Subdivision and the Brawley Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the west side of Tozer Street 2290 feet adjacent to the subdivision tract.

2. Installation of shrubs, trees groundcover and irrigation system in the median island of Tozer Street,, running approximately 1960 feet adjacent to the subdivision tract.
3. Installation of shrubs, groundcover and irrigation system on Knox Street, running approximately 980 feet adjacent to the subdivision tract on the east side of the street.
4. Installation of shrubs, trees, groundcover and irrigation system on Knox Street, running approximately 2790 feet adjacent to the subdivision tract on the west side of the of the street.
5. Installation of shrubs, trees, groundcover and irrigation system on Nectarine Street, running approximately 500 feet adjacent to the subdivision tract on the south side of the street and 140 feet on the north street.
6. 14,540 square feet of landscape and hardscape material and playground equipment.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessments per each of the 306 residential lots, and an appropriate pro-rated share based on lot area for two (2) commercial lots, included in the tentative map for Orchard Pointe Phases I & II and for the Brawley Subdivision.

ZONE 43C – El Coronado Estates
A condition of approval of El Coronado Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system within the median of Tozer Street running approximately 1,680 feet between East Olive Avenue and the southern edge of subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the west side of Tozer Street, running approximately 1,000 feet adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation system within the median of East Olive Avenue running approximately 1,270 feet between Tozer Street and Knox Street.
4. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Olive Avenue running approximately 870 feet adjacent to the subdivision tract.
5. Installation of shrubs, trees, groundcover and irrigation system on the east side of Knox Street running approximately 900 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 206 residential lots within the El Coronado Estates Subdivision.

ZONE 43D – Almond Village Estates
A condition of approval of Almond Village Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Olive Avenue, running 615 feet adjacent to the subdivision tract.

2. Installation of shrubs, trees, groundcover, and irrigation system in the median island of East Olive Avenue, beginning at the west limits of the subdivision tract and running approximately 235 feet adjacent to the subdivision tract.

3. Installation of shrubs, trees, groundcover and irrigation system on the west side of Knox Road, running 1,060 feet adjacent to the subdivision tract between East Olive Avenue and Los Arcos Lane.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 104 residential lots within the Almond Village Estates Subdivision.

ZONE 43E – Taylor Estates
A condition of approval of Taylor Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, groundcover and irrigation system on the south side of Olive Avenue running approximately 430 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system in the median island of Olive Avenue, running approximately 430 feet adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 20 residential lots included in the tentative map

ZONE 44 – Sierra Vista Estates Phase III
A condition of approval of Sierra Vista Estates Phase III was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the east side of Don Miguel Street, running 410 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation on the north side of Olive Ave, running 130 feet adjacent to the subdivision tract

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 9 residential lots within the Sierra Vista Estates III Subdivision.

ZONE 45A – Sienna Estates Phase 1
A condition of approval of Sienna Estates Phase 1 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Yosemite Avenue, running approximately 1,050 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the north side of Storey Road, running approximately 850 feet adjacent to the subdivision tract.
3. Installation of shrubs, groundcover and irrigation system on Emerald Way, running approximately 110 feet within the subdivision tract on the both sides of the street.
4. Installation of shrubs, groundcover and irrigation system on Crimson Way, running approximately 110 feet within the subdivision tract on the both sides of the street.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 138 residential lots planned for Sienna Estates in Phases 1 and 2.

ZONE 46 – Capistrano XVII
A condition of approval of the Capistrano XVII Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for South Granada Drive, Almond Avenue and Outlot A of the Final Map. Specific limits and improvements within street frontages are identified as follows:

1. Installation of shrubs, trees, groundcover and irrigation system on the West side South Granada Drive, running approximately 1,285 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the South side of West Almond Avenue, running approximately 640 feet adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 102 residential lots included in the tentative map for Capistrano XVII.

ZONE 50 – Sugar Pine Village
A condition of approval of Sugar Pine Village Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the north side of Clinton Street, running approximately 240 feet in length, adjacent to the subdivision.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 25 residential lots within the Sugar Pine Village Subdivision.

ZONE 51 – Red Rock Retail Center
A condition of approval of Red Rock Retail Center was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system in the median island on Country Club Dr. fronting Parcels A and B of Parcel Map 08-P-06, running approximately 55 feet in length.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 22 commercial lots within the Red Rock Retail Center.

INCIDENTAL COSTS
Assessments for the Administrative, Legal, Mailing, and Processing Fees for each lot or parcel are spread in the same manner as the maintenance costs for the zone in which it is located.

Exhibit 'C'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 45, 50 & 51

2016-2017 ASSESSMENT

COSTS PER ZONE / ASSESSMENT ROLLS

CITY OF MADERA

ZONE 1

2016-2017

1.	BEGINNING FUND BALANCE				$	0.00
2.	LANDSCAPE MAINTENANCE COSTS		$	6,131.46		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	444.46		
	b.	ENGINEERING ADMINISTRATION	$	393.92		
	c.	LEGAL ADMINISTRATION	$	31.86		
	d.	FINANCE ADMINISTRATION	$	85.49		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	297.85		
	g.	EQUIPMENT	$	349.61		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	703.92		
				TOTAL COSTS:	$	8,438.58
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(6,333.90)
5.	TOTAL ASSESSMENT				$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL					0.00

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 1 - AIRPORT BUSINESS PARK

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
1	013-010-031-000	$0.00	- CITY	36	013-010-084-000	$0.00
2	013-010-034-000	$0.00		37	013-010-085-000	$0.00
3	013-010-035-000	$0.00		38	013-010-086-000	$0.00
4	013-010-081-000	$0.00		39	013-010-078-000	$0.00
5	013-010-093-000	$0.00		40	013-010-079-000	$0.00
6	013-010-014-000	$0.00	- COUNTY	41	013-010-080-000	$0.00
7	013-010-020-000	$0.00	- STATE	42	013-010-089-000	$0.00
8	013-010-036-000	$0.00		43	013-010-090-000	$0.00
9	013-010-037-000	$0.00		44	013-010-091-000	$0.00
10	013-010-077-000	$0.00		45	013-010-092-000	$0.00
11	013-010-043-000	$0.00			Subtotal	$0.00
12	013-010-044-000	$0.00				
13	013-010-046-000	$0.00	- PG & E		Total	$0.00
14	013-010-062-000	$0.00				
15	013-010-070-000	$0.00				
16	013-010-049-000	$0.00			Amount to be billed via A/R	
17	013-010-048-000	$0.00			$0.00	
18	013-010-022-000	$0.00				
19	013-010-018-000	$0.00				
20	013-010-052-000	$0.00				
21	013-010-064-000	$0.00				
22	013-010-024-000	$0.00				
23	013-010-025-000	$0.00				
24	013-010-026-000	$0.00				
25	013-010-066-000	$0.00	- CITY			
26	013-010-059-000	$0.00		Note-PM11-P-03 - adjustmens to parcel through		
27	013-010-054-000	$0.00		lot line adjustments have occurred		
28	013-010-073-000	$0.00				
29	013-010-071-000	$0.00	- CITY			
30	013-010-075-000	$0.00	- CITY			
31	013-010-076-000	$0.00	- CITY			
32	013-010-067-000	$0.00				
33	013-010-068-000	$0.00				
34	013-010-082-000	$0.00				
35	013-010-083-000	$0.00				

CITY OF MADERA

ZONE 2

2016-2017

1.	BEGINNING FUND BALANCE			$	11,413.70
2.	LANDSCAPE MAINTENANCE COSTS	$	17,119.95		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	256.00		
	b. ENGINEERING ADMINISTRATION	$	2,496.71		
	c. LEGAL ADMINISTRATION	$	201.95		
	d. FINANCE ADMINISTRATION	$	541.85		
	e. TREE TRIMMING	$	2,880.00		
	f. GAS & UTILITIES	$	2,021.88		
	g. EQUIPMENT	$	976.17		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	1,965.45		
			TOTAL COSTS:	$	28,459.96
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				16,798.05
5.	TOTAL ASSESSMENT			$	33,844.30
6.	AVERAGE ASSESSMENT PER PARCEL				103.18

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 2 - PHEASANT RUN/NORTHWEST ESTATES

TOTAL ASSESSMENT:
$33,844.30

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
1	013-070-012-000	$1,956.22		36	013-090-031-000	$39.14
2	013-070-014-000	$600.22		37	013-090-032-000	$39.14
3			**	38	013-090-033-000	$39.14
4	013-070-020-000	$829.46		39	013-090-034-000	$39.14
5	013-070-023-000	$295.30		40	013-090-035-000	$39.14
6	013-070-025-000	$3,520.58		41	013-090-036-000	$39.14
7	013-070-026-000	$209.12		42	013-090-037-000	$39.14
8	013-070-027-000	$172.92		43	013-090-038-000	$39.14
9	013-070-028-000	$147.80		44	013-090-039-000	$39.14
10	013-090-005-000	$39.20		45	013-090-040-000	$39.14
11	013-090-006-000	$39.14		46	013-090-041-000	$39.14
12	013-090-007-000	$39.14		47	013-090-042-000	$39.14
13	013-090-008-000	$39.14		48	013-091-001-000	$39.14
14	013-090-009-000	$39.14		49	013-091-002-000	$39.14
15	013-090-010-000	$39.14		50	013-091-003-000	$39.14
16	013-090-011-000	$39.14		51	013-091-004-000	$39.14
17	013-090-012-000	$39.14		52	013-091-005-000	$39.14
18	013-090-013-000	$39.14		53	013-091-006-000	$39.14
19	013-090-014-000	$39.14		54	013-091-007-000	$39.14
20	013-090-015-000	$39.14		55	013-091-008-000	$39.14
21	013-090-016-000	$39.14		56	013-091-009-000	$39.14
22	013-090-017-000	$39.14		57	013-091-010-000	$39.14
23	013-090-018-000	$39.14		58	013-091-011-000	$39.14
24	013-090-019-000	$39.14		59	013-091-012-000	$39.14
25	013-090-020-000	$39.14		60	013-091-013-000	$39.14
26	013-090-021-000	$39.14		61	013-091-014-000	$39.14
27	013-090-022-000	$39.14		62	013-091-015-000	$39.14
28	013-090-023-000	$39.14		63	013-091-016-000	$39.14
29	013-090-024-000	$39.14		64	013-091-017-000	$39.14
30	013-090-025-000	$39.14		65	013-091-018-000	$39.14
31	013-090-026-000	$39.14		66	013-091-019-000	$39.14
32	013-090-027-000	$39.14		67	013-091-020-000	$39.14
33	013-090-028-000	$39.14		68	013-091-021-000	$39.14
34	013-090-029-000	$39.14		69	013-091-022-000	$39.14
35	013-090-030-000	$39.14		70	013-091-023-000	$39.14

Assessment Number	Assessor's Parcel Number	Assessment
71	013-091-024-000	$39.14
72	013-091-025-000	$39.14
73	013-091-026-000	$39.14
74	013-091-027-000	$39.14
75	013-091-028-000	$39.14
76	013-091-029-000	$39.14
77	013-091-030-000	$39.14
78	013-091-031-000	$39.14
79	013-091-032-000	$39.14
80	013-091-033-000	$39.14
81	013-091-034-000	$39.14
82	013-091-035-000	$39.14
83	013-091-036-000	$39.14
84	013-091-037-000	$39.14
85	013-091-038-000	$39.14
86	013-091-039-000	$39.14
87	013-091-040-000	$39.14
88	013-091-041-000	$39.14
89	013-091-042-000	$39.14
90	013-091-043-000	$39.14
91	013-091-044-000	$39.14
92	013-091-045-000	$39.14
93	013-091-046-000	$39.14
94	013-091-047-000	$39.14
95	013-091-048-000	$39.14
96	013-091-049-000	$39.14
97	013-091-050-000	$39.14
98	013-091-051-000	$39.14
99	013-091-052-000	$39.14
100	013-091-053-000	$39.14
101	013-091-054-000	$39.14
102	013-091-055-000	$39.14
103	013-091-056-000	$39.14
104	013-091-057-000	$39.14
105	013-091-058-000	$39.14
106	013-091-059-000	$39.14
107	013-091-060-000	$39.14
108	013-091-061-000	$39.14
109	013-091-062-000	$39.14
110	013-091-063-000	$39.14
111	013-091-064-000	$39.14
112	013-091-065-000	$39.14
113	013-091-066-000	$39.14
114	013-091-067-000	$39.14
115	013-091-068-000	$39.14
116	013-091-069-000	$39.14
117	013-091-070-000	$39.14
118	013-091-071-000	$39.14
119	013-091-072-000	$39.14
120	013-091-073-000	$39.14
121	013-091-074-000	$39.14
122	013-091-075-000	$39.14
123	013-091-076-000	$39.14
124	013-091-077-000	$39.14
125	013-130-002-000	$39.14
126	013-130-003-000	$39.14
127	013-130-004-000	$39.14
128	013-130-005-000	$39.14
129	013-130-006-000	$39.14
130	013-130-007-000	$39.14
131	013-130-008-000	$39.14
132	013-130-009-000	$39.14
133	013-130-010-000	$39.14
134	013-130-011-000	$39.14
135	013-130-012-000	$39.14
136	013-130-013-000	$39.14
137	013-130-014-000	$39.14
138	013-130-015-000	$39.14
139	013-130-016-000	$39.14
140	013-130-017-000	$39.14
141	013-130-018-000	$39.14
142	013-130-019-000	$39.14
143	013-130-020-000	$39.14
144	013-130-021-000	$39.14
145	013-130-022-000	$39.14
146	013-130-023-000	$39.14
147	013-130-024-000	$39.14
148	013-130-025-000	$39.14
149	013-130-026-000	$39.14
150	013-130-027-000	$39.14
151	013-130-028-000	$39.14
152	013-130-029-000	$39.14
153	013-130-030-000	$39.14
154	013-130-031-000	$39.14
155	013-130-032-000	$39.14
156	013-130-033-000	$39.14
157	013-130-034-000	$39.14
158	013-130-035-000	$39.14
159	013-130-036-000	$39.14
160	013-130-037-000	$39.14

Assessment Number	Assessor's Parcel Number	Assessment
161	013-130-038-000	$39.14
162	013-130-039-000	$39.14
163	013-130-040-000	$39.14
164	013-130-041-000	$39.14
165	013-130-042-000	$39.14
166	013-130-043-000	$39.14
167	013-130-044-000	$39.14
168	013-130-045-000	$39.14
169	013-130-046-000	$39.14
170	013-130-047-000	$39.14
171	013-130-048-000	$39.14
172	013-130-049-000	$39.14
173	013-130-050-000	$39.14
174	013-130-051-000	$39.14
175	013-130-052-000	$39.14
176	013-130-053-000	$39.14
177	013-130-054-000	$39.14
178	013-130-055-000	$39.14
179	013-130-056-000	$39.14
180	013-130-057-000	$39.14
181	013-130-058-000	$39.14
182	013-130-059-000	$39.14
183	013-131-001-000	$39.14
184	013-131-002-000	$39.14
185	013-131-003-000	$39.14
186	013-131-004-000	$39.14
187	013-131-005-000	$39.14
188	013-131-006-000	$39.14
189	013-131-007-000	$39.14
190	013-131-008-000	$39.14
191	013-131-009-000	$39.14
192	013-131-010-000	$39.14
193	013-140-001-000	$39.14
194	013-140-002-000	$39.14
195	013-140-003-000	$39.14
196	013-140-004-000	$39.14
197	013-140-005-000	$39.14
198	013-140-006-000	$39.14
199	013-140-007-000	$39.14
200	013-140-008-000	$39.14
201	013-140-009-000	$39.14
202	013-140-010-000	$39.14
203	013-140-011-000	$39.14
204	013-140-012-000	$39.14
205	013-140-013-000	$39.14
206	013-140-014-000	$39.14
207	013-140-015-000	$39.14
208	013-140-016-000	$39.14
209	013-140-017-000	$39.14
210	013-140-018-000	$39.14
211	013-140-019-000	$39.14
212	013-140-020-000	$39.14
213	013-140-021-000	$39.14
214	013-140-022-000	$39.14
215	013-140-023-000	$39.14
216	013-140-024-000	$39.14
217	013-140-025-000	$39.14
218	013-140-026-000	$39.14
219	013-140-027-000	$39.14
220	013-140-028-000	$39.14
221	013-140-037-000	$47.00
222	013-140-038-000	$70.50
223	013-140-039-000	$47.00
224	013-141-005-000	$172.20
225	013-140-048-000	$54.80
226	013-140-053-000	$177.28
237	013-150-003-000	$39.14
238	013-150-004-000	$39.14
239	013-150-005-000	$39.14
240	013-150-006-000	$39.14
241	013-150-007-000	$39.14
242	013-150-008-000	$39.14
243	013-150-009-000	$39.14
244	013-150-010-000	$39.14
245	013-150-011-000	$39.14
246	013-150-012-000	$39.14
247	013-150-013-000	$39.14
248	013-150-014-000	$39.14
249	013-150-015-000	$39.14
250	013-150-016-000	$39.14
251	013-150-017-000	$39.14
252	013-151-001-000	$39.14
253	013-151-002-000	$39.14
254	013-151-003-000	$39.14
255	013-151-004-000	$39.14
256	013-151-005-000	$39.14
257	013-151-006-000	$39.14
258	013-151-007-000	$39.14
259	013-151-008-000	$39.14
260	013-151-009-000	$39.14

Assessment Number	Assessor's Parcel Number	Assessment			Assessment Number	Assessor's Parcel Number	Assessment
261	013-151-010-000	$39.14			301	013-160-015-000	$211.34
262	013-151-011-000	$39.14			302	013-160-016-000	$3,784.80
263	013-151-012-000	$39.14			303	013-160-019-000	$66.60
264	013-151-013-000	$39.14			304	013-160-020-000	$47.24
265	013-151-014-000	$39.14			305	013-160-021-000	$440.18
266	013-151-015-000	$39.14			306	013-160-022-000	$210.48
267	013-151-016-000	$39.14			307	013-160-023-000	$196.66
268	013-151-017-000	$39.14			308	013-160-025-000	$77.62
269	013-151-018-000	$39.12	Madera Co.		309	013-160-024-000	$240.94
270	013-151-019-000	$39.14			310	013-160-026-000	$2,701.06
271	013-151-020-000	$39.14			311	013-160-017-000	$125.84
272	013-151-021-000	$39.14			312	013-160-018-000	$80.42
273	013-151-022-000	$39.14		*	313	013-110-032-000	$0.00
274	013-151-023-000	$39.14		*	314	013-110-007-000	$0.00
275	013-151-024-000	$39.14		*	315	013-110-023-000	$0.00
276	013-151-025-000	$39.14		*	316	013-110-024-000	$0.00
277	013-151-026-000	$39.14		*	317	013-110-010-000	$0.00
278	013-151-027-000	$39.14			319	013-141-006-000	$70.44
279	013-151-034-000	$190.56			320	013-141-027-000	$140.84
280	013-151-035-000	$266.08			321	013-141-030-000	$57.52
281	013-152-001-000	$39.14			322	0	$0.00
282	013-152-002-000	$39.14			323	013-141-031-000	$60.28
283	013-152-003-000	$39.14			324	013-141-025-000	$138.12
284	013-152-004-000	$39.14			325	013-141-026-000	$60.24
285	013-152-005-000	$39.14			326	013-141-023-000	$83.36
286	013-152-006-000	$39.14			327	013-141-010-000	$39.14
287	013-152-007-000	$39.14			328	013-141-029-000	$234.74
288	013-152-008-000	$39.14					
289	013-152-009-000	$39.14			329	013-141-032-000	$28.60
290	013-152-010-000	$39.14			330	013-141-033-000	$26.24
291	013-152-011-000	$39.14			331	013-070-046-000	$201.08
292	013-152-012-000	$39.14			332	013-070-047-000	$471.90
293	013-153-001-000	$39.14					
294	013-153-002-000	$39.14					
295	013-153-003-000	$39.14				TOTAL ASSESSMENT:	$33,844.30
296	013-153-004-000	$39.14					
297	013-153-005-000	$39.14			Madera Co.	$39.12	
298	013-160-005-000	$1,304.38			Total to Assessor	$33,805.18	
299	013-160-013-000	$211.28					
300	013-160-014-000	$3,208.08					

* - Weren't on the list of apn's when the zone was started in 1998.

CITY OF MADERA

ZONE 3

2016-2017

1.	BEGINNING FUND BALANCE				$	194.00
2.	LANDSCAPE MAINTENANCE COSTS		$	4,512.36		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	552.46		
	b.	ENGINEERING ADMINISTRATION	$	604.59		
	c.	LEGAL ADMINISTRATION	$	48.90		
	d.	FINANCE ADMINISTRATION	$	131.21		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	1,077.36		
	g.	EQUIPMENT	$	569.23		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	518.04		
				TOTAL COSTS:	$	8,014.15
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(113.25)
5.	TOTAL ASSESSMENT				$	7,706.90
6.	AVERAGE ASSESSMENT PER PARCEL					44.81

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 3
MANSIONETTE ESTATES 1, 2, & 3
TOTAL ASSESSMENT:
$7,706.90

Assessment Number	Assessor's Parcel Number	Assessment
1	006-390-011-000	$1,336.78
2	006-390-013-000	$72.92
3	006-390-014-000	$72.92
4	006-390-016-000	$1,142.34
5	006-390-019-000	$48.62
6	006-390-020-000	$48.62
7	006-390-021-000	$121.54
8	006-390-022-000	$145.54
9	006-390-027-000	$437.52
11	006-390-025-000	$148.56
12	006-390-026-000	$240.34
13	006-420-001-000	$24.32
14	006-420-002-000	$24.32
15	006-420-003-000	$24.32
16	006-420-004-000	$24.32
17	006-420-005-000	$24.32
18	006-420-006-000	$24.32
19	006-420-007-000	$24.32
20	006-420-008-000	$24.32
21	006-420-055-000	$24.32
22	006-420-056-000	$24.32
23	006-420-057-000	$24.32
24	006-420-012-000	$24.32
25	006-420-058-000	$24.32
26	006-420-059-000	$24.32
27	006-420-015-000	$24.32
28	006-420-016-000	$24.32
29	006-420-017-000	$24.32
30	006-420-018-000	$24.32
31	006-420-019-000	$24.32
32	006-420-020-000	$24.32
33	006-420-021-000	$24.32
34	006-420-022-000	$24.32
35	006-420-023-000	$24.32
36	006-420-024-000	$24.32
37	006-420-025-000	$24.32
38	006-420-026-000	$24.32
39	006-420-027-000	$24.32
40	006-420-028-000	$24.32
41	006-420-029-000	$24.32
42	006-420-030-000	$24.32
43	006-420-031-000	$24.32
44	006-420-032-000	$24.32
45	006-420-033-000	$24.32
46	006-420-034-000	$24.32
47	006-420-035-000	$24.32
48	006-420-036-000	$24.32
49	006-420-037-000	$24.32
50	006-420-038-000	$24.32
51	006-420-039-000	$24.32
52	006-420-040-000	$24.32
53	006-420-041-000	$24.32
54	006-420-042-000	$24.32
55	006-420-043-000	$24.32
56	006-420-044-000	$24.32
57	006-420-045-000	$24.32
58	006-420-046-000	$24.32
59	006-420-047-000	$24.32
60	006-420-048-000	$24.32
61	006-420-049-000	$24.32
62	006-420-050-000	$24.32
63	006-420-051-000	$24.32
64	006-420-052-000	$24.32
65	006-420-053-000	$24.32
66	006-440-026-000	$24.32
67	006-440-027-000	$24.32
68	006-440-003-000	$24.32
69	006-440-004-000	$24.32
70	006-440-005-000	$24.32
71	006-440-006-000	$24.32
72	006-440-007-000	$24.32
73	006-440-008-000	$24.32
74	006-440-009-000	$24.32
75	006-440-010-000	$24.32
76	006-440-011-000	$24.32
77	006-441-001-000	$24.32
78	006-441-002-000	$24.32
79	006-440-021-000	$24.32
80	006-440-020-000	$24.32
81	006-440-019-000	$24.32
82	006-440-025-000	$24.32
117	006-422-015-000	$24.32
118	006-422-014-000	$24.32
119	006-422-013-000	$24.32
120	006-422-012-000	$24.32
121	006-422-011-000	$24.32
122	006-422-010-000	$24.32
123	006-422-009-000	$24.32
124	006-422-008-000	$24.32
125	006-422-007-000	$24.32
126	006-422-006-000	$24.32
127	006-422-005-000	$24.32

Assessment Number	Assessor's Parcel Number	Assessment
83	006-440-024-000	$24.32
84	006-440-015-000	$24.32
85	006-440-014-000	$24.32
86	006-440-013-000	$24.32
87	006-440-012-000	$24.32
88	006-441-014-000	$24.32
89	006-441-013-000	$24.32
90	006-441-012-000	$24.32
91	006-441-011-000	$24.32
92	006-441-010-000	$24.32
93	006-441-009-000	$24.32
94	006-441-008-000	$24.32
95	006-441-007-000	$24.32
96	006-441-006-000	$24.32
97	006-441-005-000	$24.32
98	006-441-004-000	$24.32
99	006-441-003-000	$24.32
100	006-422-032-000	$24.32
101	006-422-031-000	$24.32
102	006-422-030-000	$24.32
103	006-422-029-000	$24.32
104	006-422-028-000	$24.32
105	006-422-027-000	$24.32
106	006-422-026-000	$24.32
107	006-422-025-000	$24.32
108	006-422-024-000	$24.32
109	006-422-023-000	$24.32
110	006-422-022-000	$24.32
111	006-422-021-000	$24.32
112	006-422-020-000	$24.32
113	006-422-019-000	$24.32
114	006-422-018-000	$24.32
115	006-422-017-000	$24.32
116	006-422-016-000	$24.32
128	006-422-004-000	$24.32
129	006-422-003-000	$24.32
130	006-422-002-000	$24.32
131	006-422-001-000	$24.32
132	006-421-014-000	$24.32
133	006-421-013-000	$24.32
134	006-421-012-000	$24.32
135	006-421-011-000	$24.32
136	006-421-010-000	$24.32
137	006-421-009-000	$24.32
138	006-421-008-000	$24.32
139	006-421-007-000	$24.32
140	006-421-006-000	$24.32
141	006-421-043-000	$24.32
142	006-421-044-000	$24.32
143	006-421-022-000	$24.32
144	006-421-021-000	$24.32
145	006-421-020-000	$24.32
146	006-421-019-000	$24.32
147	006-421-018-000	$24.32
148	006-421-017-000	$24.32
149	006-421-016-000	$24.32
150	006-421-015-000	$24.32
151	006-421-031-000	$24.32
152	006-421-030-000	$24.32
153	006-421-029-000	$24.32
154	006-421-028-000	$24.32
155	006-421-027-000	$24.32
156	006-421-026-000	$24.32
157	006-421-025-000	$24.32
158	006-421-024-000	$24.32
159	006-421-023-000	$24.32
160	006-421-003-000	$24.32
161	006-421-002-000	$24.32
162	006-421-001-000	$24.32
163	006-421-041-000	$24.32
164	006-421-040-000	$24.32
165	006-421-039-000	$24.32
166	006-421-038-000	$24.32
167	006-421-037-000	$24.32
168	006-421-036-000	$24.32
169	006-421-035-000	$24.32
170	006-421-034-000	$24.32
171	006-421-033-000	$24.32
172	006-421-032-000	$24.32
	TOTAL	$7,706.90

CITY OF MADERA

ZONE 4

2016-2017

1.	BEGINNING FUND BALANCE			$	3,181.35
2.	LANDSCAPE MAINTENANCE COSTS	$	5,961.54		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,333.38		
	b. ENGINEERING ADMINISTRATION	$	1,924.58		
	c. LEGAL ADMINISTRATION	$	155.67		
	d. FINANCE ADMINISTRATION	$	417.68		
	e. TREE TRIMMING	$	3,555.00		
	f. GAS & UTILITIES	$	1,216.41		
	g. EQUIPMENT	$	339.92		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	684.41		
			TOTAL COSTS:	$	15,588.58
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				6,633.38
5.	TOTAL ASSESSMENT			$	19,040.61
6.	AVERAGE ASSESSMENT PER PARCEL				75.86

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 4
WESTGATE NORTHWEST 1 & 2
TOTAL ASSESSMENT:
$19,040.61

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-251-001-000	$76.16	36	006-251-050-000	$76.16
2	006-251-002-000	$76.16	37	006-251-049-000	$76.16
3	006-251-003-000	$76.16	38	006-251-048-000	$76.16
4	006-251-004-000	$76.16	39	006-251-047-000	$76.16
5	006-251-005-000	$76.16	40	006-251-046-000	$76.16
6	006-251-006-000	$76.16	41	006-251-045-000	$76.16
7	006-251-007-000	$76.16	42	006-251-044-000	$76.16
8	006-251-008-000	$76.16	43	006-251-043-000	$76.16
9	006-251-072-000	$76.16	44	006-251-042-000	$76.16
10	006-251-071-000	$76.16	45	006-251-041-000	$76.16
11	006-251-070-000	$76.16	46	006-251-040-000	$76.16
12	006-251-013-000	$76.16	47	006-251-039-000	$76.16
13	006-251-014-000	$76.16	48	006-251-038-000	$76.16
14	006-251-015-000	$76.16	49	006-251-037-000	$76.16
15	006-251-016-000	$76.16	50	006-251-036-000	$76.16
16	006-251-069-000	$76.16	51	006-251-035-000	$76.16
17	006-251-068-000	$76.16	52	006-251-034-000	$76.16
18	006-251-067-000	$76.16	53	006-251-033-000	$76.16
19	006-251-066-000	$76.16	54	006-251-032-000	$76.16
20	006-251-022-000	$76.16	55	006-251-031-000	$76.16
21	006-251-023-000	$76.16	56	006-251-030-000	$76.16
22	006-251-064-000	$76.16	57	006-251-029-000	$76.16
23	006-251-063-000	$76.16	58	006-251-073-000	$76.16
24	006-251-062-000	$76.16	60	006-251-026-000	$76.16
25	006-251-061-000	$76.16			
26	006-251-060-000	$76.16	61	006-251-025-000	$76.16
27	006-251-059-000	$76.16	62	006-251-024-000	$76.16
28	006-251-058-000	$76.16	63	006-252-028-000	$76.16
29	006-251-057-000	$76.16	64	006-252-027-000	$76.16
30	006-251-056-000	$76.16	65	006-252-026-000	$76.16
31	006-251-055-000	$76.16	66	006-252-025-000	$76.16
32	006-251-054-000	$76.16	67	006-252-024-000	$76.16
33	006-251-053-000	$76.16	68	006-252-023-000	$76.16
34	006-251-052-000	$76.16	69	006-252-022-000	$76.16
35	006-251-051-000	$76.16	70	006-252-021-000	$76.16
71	006-252-020-000	$76.16	116	006-253-048-000	$76.16
72	006-252-019-000	$76.16	117	006-253-047-000	$76.16
73	006-252-018-000	$76.16	118	006-253-046-000	$76.16
74	006-252-017-000	$76.16	119	006-253-045-000	$76.16
75	006-252-016-000	$76.16	120	006-255-018-000	$76.16

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
76	006-252-015-000	$76.16	121	006-255-017-000	$76.16
77	006-252-036-000	$76.16	122	006-255-016-000	$76.16
78	006-252-035-000	$76.16	123	006-255-015-000	$76.16
79	006-252-034-000	$76.16	124	006-255-014-000	$76.16
80	006-252-033-000	$76.16	125	006-255-013-000	$76.16
81	006-252-032-000	$76.16	126	006-255-012-000	$76.16
82	006-252-031-000	$76.16	127	006-255-011-000	$76.16
83	006-252-030-000	$76.16	128	006-255-063-000	$76.16
84	006-252-029-000	$76.16	129	006-255-062-000	$76.16
85	006-252-044-000	$76.16	130	006-255-055-000	$76.16
86	006-252-043-000	$76.16	131	006-255-054-000	$76.16
87	006-252-042-000	$76.16	132	006-255-005-000	$76.16
88	006-252-041-000	$76.16	133	006-255-004-000	$76.16
89	006-252-040-000	$76.16	134	006-255-061-000	$76.16
90	006-252-039-000	$76.16	135	006-254-049-000	$76.16
91	006-252-038-000	$76.16	136	006-254-024-000	$76.16
92	006-252-037-000	$76.16	137	006-254-023-000	$76.16
93	006-252-014-000	$76.16	138	006-254-022-000	$76.16
94	006-252-013-000	$76.16	139	006-254-059-000	$76.16
95	006-252-012-000	$76.16	140	006-254-060-000	$76.16
96	006-252-011-000	$76.16	141	006-254-061-000	$76.16
97	006-252-010-000	$76.16	142	006-254-055-000	$76.16
98	006-252-009-000	$76.16	143	006-254-015-000	$76.16
99	006-252-008-000	$76.16	144	006-254-014-000	$76.16
100	006-252-007-000	$76.16	145	006-254-013-000	$76.16
101	006-252-006-000	$76.16	146	006-254-065-000	$76.16
102	006-252-005-000	$76.16	147	006-254-064-000	$76.16
103	006-252-004-000	$76.16	148	006-254-063-000	$76.16
104	006-252-003-000	$76.16	149	006-254-062-000	$76.16
105	006-252-002-000	$76.16	150	006-254-007-000	$76.16
106	006-252-001-000	$76.16	151	006-254-006-000	$76.16
107	006-253-057-000	$76.16	152	006-254-005-000	$76.16
108	006-253-056-000	$76.16	153	006-254-004-000	$76.16
109	006-253-055-000	$76.16	154	006-254-003-000	$76.16
110	006-253-054-000	$76.16	155	006-254-002-000	$76.16
111	006-253-053-000	$76.16	156	006-254-001-000	$76.16
112	006-253-052-000	$76.16	157	006-254-037-000	$76.16
113	006-253-051-000	$76.16	158	006-254-036-000	$76.16
114	006-253-050-000	$76.16	159	006-254-035-000	$76.16
115	006-253-049-000	$76.16	160	006-254-067-000	$76.16

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
161	006-254-066-000	$76.16	206	006-255-020-000	$76.16
162	006-254-031-000	$76.16	207	006-255-019-000	$76.16
163	006-254-054-000	$76.16	208	006-253-044-000	$76.16
164	006-254-053-000	$76.16	209	006-253-043-000	$76.16
165	006-254-052-000	$76.16	210	006-253-042-000	$76.16
166	006-254-051-000	$76.16	211	006-253-041-000	$76.16
167	006-254-050-000	$76.16	212	006-253-040-000	$76.16
168	006-255-068-000	$76.16	213	006-253-039-000	$76.16
169	006-255-067-000	$76.16	214	006-253-038-000	$76.16
170	006-255-066-000	$76.16	215	006-253-037-000	$76.16
171	006-255-065-000	$76.16	216	006-253-036-000	$76.16
172	006-255-064-000	$76.16	217	006-253-034-000	$76.16
173	006-255-045-000	$76.16	218	006-253-033-000	$76.16
174	006-255-044-000	$76.16	219	006-253-032-000	$76.16
175	006-255-043-000	$76.16	220	006-253-031-000	$76.16
176	006-255-042-000	$76.16	221	006-253-030-000	$76.16
177	006-255-041-000	$76.16	222	006-253-029-000	$76.16
178	006-255-040-000	$76.16	223	006-253-028-000	$76.16
179	006-255-039-000	$76.16	224	006-253-027-000	$76.16
180	006-255-038-000	$76.16	225	006-253-026-000	$76.16
181	006-255-037-000	$76.16	226	006-253-025-000	$76.16
182	006-255-036-000	$76.16	227	006-253-024-000	$76.16
183	006-255-035-000	$76.16	228	006-253-023-000	$76.16
184	006-255-034-000	$76.16	229	006-253-022-000	$76.16
185	006-254-042-000	$76.16	230	006-253-021-000	$76.16
186	006-254-041-000	$76.16	231	006-253-020-000	$76.16
187	006-254-040-000	$76.16	232	006-253-019-000	$76.16
188	006-254-039-000	$76.16	233	006-253-001-000	$76.16
189	006-254-038-000	$76.16	234	006-253-002-000	$76.16
190	006-254-047-000	$76.16	235	006-253-003-000	$76.16
191	006-254-046-000	$76.16	236	006-253-004-000	$76.16
192	006-254-045-000	$76.16	237	006-253-005-000	$76.16
193	006-254-044-000	$76.16	238	006-253-059-000	$76.16
194	006-254-043-000	$76.16	239	006-253-060-000	$76.16
195	006-255-033-000	$76.16	240	006-253-008-000	$76.16
196	006-255-032-000	$76.16	241	006-253-009-000	$76.16
197	006-255-031-000	$76.16	242	006-253-010-000	$76.16
198	006-255-030-000	$76.16	243	006-253-011-000	$76.16
199	006-255-071-000	$76.16	244	006-253-012-000	$76.16
200	006-255-070-000	$76.16	245	006-253-013-000	$76.16
201	006-255-069-000	$76.16	246	006-253-014-000	$76.16
202	006-255-025-000	$76.16	247	006-253-015-000	$76.16
203	006-255-060-000	$76.16	248	006-253-016-000	$76.16
204	006-255-059-000	$76.16	249	006-253-017-000	$76.16
205	006-255-058-000	$76.16	250	006-253-018-000	$76.16
251	006-253-035-000	$76.16			
	TOTAL	**$19,040.61**			

CITY OF MADERA

ZONE 6A

2016-2017

1.	BEGINNING FUND BALANCE				$	3,935.54
2.	LANDSCAPE MAINTENANCE COSTS		$	7,646.63		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	1,666.21		
	b.	ENGINEERING ADMINISTRATION	$	876.90		
	c.	LEGAL ADMINISTRATION	$	70.93		
	d.	FINANCE ADMINISTRATION	$	190.31		
	e.	TREE TRIMMING	$	1,305.00		
	f.	GAS & UTILITIES	$	1,843.62		
	g.	EQUIPMENT	$	436.01		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	877.87		
				TOTAL COSTS:	$	14,913.46
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					6,625.47
5.	TOTAL ASSESSMENT				$	17,604.49
6.	AVERAGE ASSESSMENT PER PARCEL				$	160.03

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 6A
WOODLAND HILLS/BASILA
TOTAL ASSESSMENT:
$17,604.49

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-300-009-000	$160.04	36	009-400-034-000	$160.04
2	009-300-010-000	$160.04	37	009-400-035-000	$160.04
3	009-400-001-000	$160.04	38	009-400-036-000	$160.04
4	009-400-002-000	$160.04	39	009-421-001-000	$160.04
5	009-400-003-000	$160.04	40	009-421-002-000	$160.04
6	009-400-004-000	$160.04	41	009-421-003-000	$160.04
7	009-400-005-000	$160.04	42	009-421-004-000	$160.04
8	009-400-006-000	$160.04	43	009-421-005-000	$160.04
9	009-400-007-000	$160.04	44	009-421-006-000	$160.04
10	009-400-008-000	$160.04	45	009-421-007-000	$160.04
11	009-400-009-000	$160.04	46	009-421-008-000	$160.04
12	009-400-010-000	$160.04	47	009-421-009-000	$160.04
13	009-400-011-000	$160.04	48	009-421-010-000	$160.04
14	009-400-012-000	$160.04	49	009-421-011-000	$160.04
15	009-400-013-000	$160.04	50	009-421-012-000	$160.04
16	009-400-014-000	$160.04	51	009-421-013-000	$160.04
17	009-400-015-000	$160.04	52	009-421-014-000	$160.04
18	009-400-016-000	$160.04	53	009-421-015-000	$160.04
19	009-400-017-000	$160.04	54	009-421-016-000	$160.04
20	009-400-018-000	$160.04	55	009-421-017-000	$160.04
21	009-400-019-000	$160.04	56	009-421-018-000	$160.04
22	009-400-020-000	$160.04	57	009-421-019-000	$160.04
23	009-400-021-000	$160.04	58	009-421-020-000	$160.04
24	009-400-022-000	$160.04	59	009-421-021-000	$160.04
25	009-400-023-000	$160.04	60	009-421-022-000	$160.04
26	009-400-024-000	$160.04	61	009-421-023-000	$160.04
27	009-400-025-000	$160.04	62	009-422-001-000	$160.04
28	009-400-026-000	$160.04	63	009-422-002-000	$160.04
29	009-400-027-000	$160.04	64	009-422-003-000	$160.04
30	009-400-028-000	$160.04	65	009-422-004-000	$160.04
31	009-400-029-000	$160.04	66	009-422-005-000	$160.04
32	009-400-030-000	$160.04	67	009-422-006-000	$160.04
33	009-400-031-000	$160.04	68	009-422-007-000	$160.04
34	009-400-032-000	$160.04	69	009-422-008-000	$160.04
35	009-400-033-000	$160.04	70	009-422-009-000	$160.04

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-422-010-000	$160.04			
72	009-422-011-000	$160.04			
73	009-422-012-000	$160.04			
74	009-422-013-000	$160.04			
75	009-423-001-000	$160.04			
76	009-423-002-000	$160.04			
77	009-423-003-000	$160.04			
78	009-423-004-000	$160.04			
79	009-423-005-000	$160.04			
80	009-423-006-000	$160.04			
81	009-423-007-000	$160.04			
82	009-423-008-000	$160.04			
83	009-423-009-000	$160.04			
84	009-423-010-000	$160.04			
85	009-423-011-000	$160.04			
86	009-423-012-000	$160.04			
87	009-423-013-000	$160.04			
88	009-423-014-000	$160.04			
89	009-423-015-000	$160.04			
90	009-423-016-000	$160.04			
91	009-423-017-000	$160.04			
92	009-423-018-000	$160.04			
93	009-423-019-000	$160.04			
94	009-423-020-000	$160.04			
95	009-423-021-000	$160.04			
96	009-423-022-000	$160.04			
97	009-423-023-000	$160.04			
98	009-423-024-000	$160.04			
99	009-423-025-000	$160.04			
100	009-423-026-000	$160.04			
101	009-423-027-000	$160.04			
102	009-423-028-000	$160.04			
103	009-423-029-000	$160.04			
104	009-423-030-000	$160.04			
105	009-423-031-000	$160.04			
106	009-423-032-000	$160.04			
107	009-423-033-000	$160.04			
108	009-423-034-000	$160.04			
109	009-423-035-000	$160.04			
110	009-423-036-000	$160.04			
	TOTAL	**$17,604.49**			

CITY OF MADERA

ZONE 6B

2016-2017

1.	BEGINNING FUND BALANCE				$	1,618.87
2.	LANDSCAPE MAINTENANCE COSTS		$	3,979.08		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	1,333.38		
	b.	ENGINEERING ADMINISTRATION	$	1,092.38		
	c.	LEGAL ADMINISTRATION	$	88.36		
	d.	FINANCE ADMINISTRATION	$	237.07		
	e.	TREE TRIMMING	$	833.00		
	f.	GAS & UTILITIES	$	535.22		
	g.	EQUIPMENT	$	226.89		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	456.82		
				TOTAL COSTS:	$	8,782.18
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,076.64
5.	TOTAL ASSESSMENT				$	8,239.95
6.	AVERAGE ASSESSMENT PER PARCEL				$	59.28

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 6B
SUNSET SOUTHWEST 1, 2, 3, 4, & 5
TOTAL ASSESSMENT:
$8,239.95

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-390-002-000	$59.28	36	009-390-040-000	$59.28
2	009-390-003-000	$59.28	37	009-390-041-000	$59.28
3	009-390-004-000	$59.28	38	009-390-042-000	$59.28
4	009-390-005-000	$59.28	39	009-390-043-000	$59.28
5	009-390-006-000	$59.28	40	009-390-044-000	$59.28
6	009-390-007-000	$59.28	41	009-390-045-000	$59.28
7	009-390-008-000	$59.28	42	009-390-046-000	$59.28
8	009-390-009-000	$59.28	43	009-390-047-000	$59.28
9	009-390-010-000	$59.28	44	009-390-048-000	$59.28
10	009-390-011-000	$59.28	45	009-390-049-000	$59.28
11	009-390-012-000	$59.28	46	009-390-050-000	$59.28
12	009-390-013-000	$59.28	47	009-390-051-000	$59.28
13	009-390-014-000	$59.28	48	009-390-052-000	$59.28
14	009-390-015-000	$59.28	49	009-390-053-000	$59.28
15	009-390-016-000	$59.28	50	009-390-054-000	$59.28
16	009-390-017-000	$59.28	51	009-390-055-000	$59.28
17	009-390-018-000	$59.28	52	009-390-056-000	$59.28
18	009-390-019-000	$59.28	53	009-390-057-000	$59.28
19	009-390-020-000	$59.28	54	009-390-058-000	$59.28
20	009-390-021-000	$59.28	55	009-390-061-000	$59.28
21	009-390-022-000	$59.28	56	009-390-062-000	$59.28
22	009-390-023-000	$59.28	57	009-390-063-000	$59.28
23	009-390-024-000	$59.28	58	009-390-064-000	$59.28
24	009-390-025-000	$59.28	59	009-390-065-000	$59.28
25	009-390-026-000	$59.28	60	009-390-066-000	$59.28
26	009-390-027-000	$59.28	61	009-390-067-000	$59.28
27	009-390-031-000	$59.28	62	009-390-068-000	$59.28
28	009-390-032-000	$59.28	63	009-390-069-000	$59.28
29	009-390-033-000	$59.28	64	009-390-070-000	$59.28
30	009-390-034-000	$59.28	65	009-390-071-000	$59.28
31	009-390-035-000	$59.28	66	009-390-072-000	$59.28
32	009-390-036-000	$59.28	67	009-390-073-000	$59.28
33	009-390-037-000	$59.28	68	009-390-074-000	$59.28
34	009-390-038-000	$59.28	69	009-390-075-000	$59.28
35	009-390-039-000	$59.28	70	009-390-076-000	$59.28

Assessment Number	Assessor's Parcel Number	Assessment
71	009-390-077-000	$59.28
72	009-390-078-000	$59.28
73	009-390-079-000	$59.28
74	009-390-080-000	$59.28
75	009-390-081-000	$59.28
76	009-390-082-000	$59.28
77	009-390-083-000	$59.28
78	009-390-084-000	$59.28
79	009-390-085-000	$59.28
80	009-390-086-000	$59.28
81	009-390-087-000	$59.28
82	009-390-088-000	$59.28
83	009-430-001-000	$59.28
84	009-430-002-000	$59.28
85	009-430-003-000	$59.28
86	009-430-004-000	$59.28
87	009-430-005-000	$59.28
88	009-430-006-000	$59.28
89	009-430-007-000	$59.28
90	009-430-008-000	$59.28
91	009-430-009-000	$59.28
92	009-430-010-000	$59.28
93	009-430-011-000	$59.28
94	009-430-012-000	$59.28
95	009-430-013-000	$59.28
96	009-430-014-000	$59.28
97	009-430-015-000	$59.28
98	009-430-016-000	$59.28
99	009-430-017-000	$59.28
100	009-430-018-000	$59.28
101	009-430-019-000	$59.28
102	009-430-020-000	$59.28
103	009-430-021-000	$59.28
104	009-430-022-000	$59.28
105	009-430-023-000	$59.28
106	009-430-024-000	$59.28
107	009-430-025-000	$59.28
108	009-430-026-000	$59.28
109	009-430-029-000	$59.28
110	009-430-032-000	$59.28
111	009-430-034-000	$59.28
112	009-430-035-000	$59.28
113	009-430-036-000	$59.28
114	009-430-037-000	$59.28
115	009-430-038-000	$59.28
116	009-430-039-000	$59.28
117	009-430-040-000	$59.28
118	009-430-041-000	$59.28
119	009-430-042-000	$59.28
120	009-430-043-000	$59.28
121	009-430-044-000	$59.28
122	009-430-045-000	$59.28
123	009-430-046-000	$59.28
124	009-430-047-000	$59.28
125	009-430-048-000	$59.28
126	009-430-049-000	$59.28
127	009-430-050-000	$59.28
128	009-430-051-000	$59.28
129	009-430-052-000	$59.28
130	009-430-053-000	$59.28
131	009-430-054-000	$59.28
132	009-430-055-000	$59.28
133	009-430-056-000	$59.28
134	009-430-057-000	$59.28
135	009-430-058-000	$59.28
136	009-430-059-000	$59.28
137	009-430-060-000	$59.28
138	009-430-061-000	$59.28
139	009-430-062-000	$59.28
	TOTAL	$8,239.95

CITY OF MADERA

ZONE 7

2016-2017

1.	BEGINNING FUND BALANCE (CREDIT/DEBIT)				$	0.00
2.	LANDSCAPE MAINTENANCE COSTS		$	1,631.82		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	244.23		
	b.	ENGINEERING ADMINISTRATION	$	345.34		
	c.	LEGAL ADMINISTRATION	$	27.93		
	d.	FINANCE ADMINISTRATION	$	74.95		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	498.10		
	g.	EQUIPMENT	$	296.32		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	187.34		
				TOTAL COSTS:	$	3,306.03
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					165.97
5.	TOTAL ASSESSMENT				$	3,472.00
6.	AVERAGE ASSESSMENT PER PARCEL				$	24.80

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 7 - TOWN & COUNTRY ESTATES

TOTAL ASSESSMENT:
$3,472.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-370-001-000	$24.80	36	009-370-036-000	$24.80
2	009-370-002-000	$24.80	37	009-370-037-000	$24.80
3	009-370-003-000	$24.80	38	009-370-038-000	$24.80
4	009-370-004-000	$24.80	39	009-370-039-000	$24.80
5	009-370-005-000	$24.80	40	009-370-040-000	$24.80
6	009-370-006-000	$24.80	41	009-370-041-000	$24.80
7	009-370-007-000	$24.80	42	009-370-042-000	$24.80
8	009-370-008-000	$24.80	43	009-370-043-000	$24.80
9	009-370-009-000	$24.80	44	009-370-044-000	$24.80
10	009-370-010-000	$24.80	45	009-370-045-000	$24.80
11	009-370-011-000	$24.80	46	009-370-046-000	$24.80
12	009-370-012-000	$24.80	47	009-370-047-000	$24.80
13	009-370-013-000	$24.80	48	009-370-048-000	$24.80
14	009-370-014-000	$24.80	49	009-370-049-000	$24.80
15	009-370-015-000	$24.80	50	009-370-050-000	$24.80
16	009-370-016-000	$24.80	51	009-370-051-000	$24.80
17	009-370-017-000	$24.80	52	009-370-052-000	$24.80
18	009-370-018-000	$24.80	53	009-370-053-000	$24.80
19	009-370-019-000	$24.80	54	009-370-054-000	$24.80
20	009-370-020-000	$24.80	55	009-380-001-000	$24.80
21	009-370-021-000	$24.80	56	009-380-002-000	$24.80
22	009-370-022-000	$24.80	57	009-380-003-000	$24.80
23	009-370-023-000	$24.80	58	009-380-004-000	$24.80
24	009-370-024-000	$24.80	59	009-380-005-000	$24.80
25	009-370-025-000	$24.80	60	009-380-006-000	$24.80
26	009-370-026-000	$24.80	61	009-380-007-000	$24.80
27	009-370-027-000	$24.80	62	009-380-008-000	$24.80
28	009-370-028-000	$24.80	63	009-380-009-000	$24.80
29	009-370-029-000	$24.80	64	009-380-010-000	$24.80
30	009-370-030-000	$24.80	65	009-380-011-000	$24.80
31	009-370-031-000	$24.80	66	009-380-012-000	$24.80
32	009-370-032-000	$24.80	67	009-380-013-000	$24.80
33	009-370-033-000	$24.80	68	009-380-014-000	$24.80
34	009-370-034-000	$24.80	69	009-380-015-000	$24.80
35	009-370-035-000	$24.80	70	009-380-016-000	$24.80
71	009-380-017-000	$24.80	116	009-380-062-000	$24.80

Assessment Number	Assessor's Parcel Number	Assessment
72	009-380-018-000	$24.80
73	009-380-019-000	$24.80
74	009-380-020-000	$24.80
75	009-380-021-000	$24.80
76	009-380-022-000	$24.80
77	009-380-023-000	$24.80
78	009-380-024-000	$24.80
79	009-380-025-000	$24.80
80	009-380-026-000	$24.80
81	009-380-027-000	$24.80
82	009-380-028-000	$24.80
83	009-380-029-000	$24.80
84	009-380-030-000	$24.80
85	009-380-031-000	$24.80
86	009-380-032-000	$24.80
87	009-380-033-000	$24.80
88	009-380-034-000	$24.80
89	009-380-035-000	$24.80
90	009-380-036-000	$24.80
91	009-380-037-000	$24.80
92	009-380-038-000	$24.80
93	009-380-039-000	$24.80
94	009-380-040-000	$24.80
95	009-380-041-000	$24.80
96	009-380-042-000	$24.80
97	009-380-043-000	$24.80
98	009-380-044-000	$24.80
99	009-380-045-000	$24.80
100	009-380-046-000	$24.80
101	009-380-047-000	$24.80
102	009-380-048-000	$24.80
103	009-380-049-000	$24.80
104	009-380-050-000	$24.80
105	009-380-051-000	$24.80
106	009-380-052-000	$24.80
107	009-380-053-000	$24.80
108	009-380-054-000	$24.80
109	009-380-055-000	$24.80
110	009-380-056-000	$24.80
111	009-380-057-000	$24.80
112	009-380-058-000	$24.80
113	009-380-059-000	$24.80
114	009-380-060-000	$24.80
115	009-380-061-000	$24.80
117	009-380-063-000	$24.80
118	009-380-064-000	$24.80
119	009-380-065-000	$24.80
120	009-380-066-000	$24.80
121	009-380-067-000	$24.80
122	009-380-068-000	$24.80
123	009-380-069-000	$24.80
124	009-380-070-000	$24.80
125	009-380-071-000	$24.80
126	009-380-072-000	$24.80
127	009-380-073-000	$24.80
128	009-380-074-000	$24.80
129	009-380-075-000	$24.80
130	009-380-076-000	$24.80
131	009-380-077-000	$24.80
132	009-380-078-000	$24.80
133	009-380-079-000	$24.80
134	009-380-080-000	$24.80
135	009-380-081-000	$24.80
136	009-380-082-000	$24.80
137	009-380-083-000	$24.80
138	009-370-058-000	$24.80
139	009-370-059-000	$24.80
140	009-370-060-000	$24.80
	TOTAL	$3,472.00

CITY OF MADERA

ZONE 8

2016-2017

1.	BEGINNING FUND BALANCE				$	638.33
2.	LANDSCAPE MAINTENANCE COSTS		$	1,539.39		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	329.01		
	b.	ENGINEERING ADMINISTRATION	$	669.52		
	c.	LEGAL ADMINISTRATION	$	54.15		
	d.	FINANCE ADMINISTRATION	$	145.30		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	1,076.42		
	g.	EQUIPMENT	$	207.51		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	176.73		
				TOTAL COSTS:	$	4,198.03
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,142.78
5.	TOTAL ASSESSMENT				$	4,702.48
6.	AVERAGE ASSESSMENT PER PARCEL				$	22.94

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 8 - VINEYARD ESTATES 2, 3, 4, & 5

TOTAL ASSESSMENT:
$4,702.48

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
1	012-310-001-000	$18.16	HA - Madera	36	012-310-036-000	$18.16
2	012-310-002-000	$18.16		37	012-310-037-000	$18.16
3	012-310-003-000	$18.16		38	012-310-038-000	$18.16
4	012-310-004-000	$18.16		39	012-310-039-000	$18.16
5	012-310-005-000	$18.16		40	012-310-040-000	$18.16
6	012-310-006-000	$18.16		41	012-310-041-000	$18.16
7	012-310-007-000	$18.16		42	012-310-042-000	$18.16
8	012-310-008-000	$18.16		43	012-310-043-000	$18.16
9	012-310-009-000	$18.16		44	012-310-044-000	$18.16
10	012-310-010-000	$18.16		45	012-310-045-000	$18.16
11	012-310-011-000	$18.16		46	012-310-046-000	$18.16
12	012-310-012-000	$18.16		47	012-310-047-000	$18.16
13	012-310-013-000	$18.16		48	012-310-048-000	$18.16
14	012-310-014-000	$18.16		49	012-310-049-000	$18.16
15	012-310-015-000	$18.16		50	012-310-050-000	$18.16
16	012-310-016-000	$18.16		51	012-310-054-000	$18.16
17	012-310-017-000	$18.16		52	012-320-003-000	$199.60
18	012-310-018-000	$18.16		53	012-320-004-000	$154.46
19	012-310-019-000	$18.16		54	012-330-073-000	$18.16
20	012-310-020-000	$18.16		55	012-311-001-000	$18.16
21	012-310-021-000	$18.16		56	012-311-002-000	$18.16
22	012-310-022-000	$18.16	HA - Madera	57	012-311-003-000	$18.16
23	012-310-023-000	$18.16		58	012-311-004-000	$18.16
24	012-310-024-000	$18.16		59	012-311-005-000	$18.16
25	012-310-025-000	$18.16		60	012-311-006-000	$18.16
26	012-310-026-000	$18.16		61	012-311-007-000	$18.16
27	012-310-027-000	$18.16		62	012-311-008-000	$18.16
28	012-310-028-000	$18.16		63	012-311-009-000	$18.16
29	012-310-029-000	$18.16		64	012-311-010-000	$18.16
30	012-310-030-000	$18.16		65	012-311-011-000	$18.16
31	012-310-031-000	$18.16		66	012-311-012-000	$18.16
32	012-310-032-000	$18.16		67	012-311-013-000	$18.16
33	012-310-033-000	$18.16		68	012-311-014-000	$18.16
34	012-310-034-000	$18.16		69	012-311-015-000	$18.16
35	012-310-035-000	$18.16		70	012-311-016-000	$18.16
71	012-311-017-000	$18.16		116	012-340-034-000	$18.16
72	012-311-018-000	$18.16		117	012-340-035-000	$18.16
73	012-311-019-000	$18.16		118	012-340-036-000	$18.16
74	012-311-020-000	$18.16		119	012-340-037-000	$18.16

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
75	012-311-021-000	$18.16		120	012-340-038-000	$18.16
76	012-311-022-000	$18.16		121	012-340-039-000	$18.16
77	012-311-023-000	$18.16		122	012-340-040-000	$18.16
78	012-311-024-000	$18.16		123	012-340-041-000	$18.16
79	012-311-025-000	$18.16	HA - Madera	124	012-340-042-000	$18.16
80	012-311-026-000	$18.16		125	012-340-043-000	$18.16
81	012-311-027-000	$18.16		126	012-340-044-000	$18.16
82	012-311-028-000	$18.16		127	012-340-045-000	$18.16
83	012-311-029-000	$18.16		128	012-340-046-000	$18.16
84	012-311-030-000	$18.16		129	012-340-047-000	$18.16
85	012-340-003-000	$18.16		130	012-340-048-000	$18.16
86	012-340-004-000	$18.16		131	012-330-013-000	$18.16
87	012-340-005-000	$18.16		132	012-330-012-000	$18.16
88	012-340-006-000	$18.16		133	012-330-011-000	$18.16
89	012-340-007-000	$18.16		134	012-330-010-000	$18.16
90	012-340-008-000	$18.16		135	012-330-009-000	$18.16
91	012-340-009-000	$18.16		136	012-330-008-000	$18.16
92	012-340-010-000	$18.16		137	012-330-007-000	$18.16
93	012-340-011-000	$18.16		138	012-330-006-000	$18.16
94	012-340-012-000	$18.16		139	012-330-021-000	$18.16
95	012-340-013-000	$18.16		140	012-330-020-000	$18.16
96	012-340-014-000	$18.16		141	012-330-019-000	$18.16
97	012-340-015-000	$18.16		142	012-330-018-000	$18.16
98	012-340-016-000	$18.16		143	012-330-017-000	$18.16
99	012-340-017-000	$18.16		144	012-330-016-000	$18.16
100	012-340-018-000	$18.16		145	012-330-015-000	$18.16
101	012-340-019-000	$18.16		146	012-330-014-000	$18.16
102	012-340-020-000	$18.16		147	012-330-028-000	$18.16
103	012-340-021-000	$18.16		148	012-330-027-000	$18.16
104	012-340-022-000	$18.16		149	012-330-026-000	$18.16
105	012-340-023-000	$18.16		150	012-330-025-000	$18.16
106	012-340-024-000	$18.16		151	012-330-024-000	$18.16
107	012-340-025-000	$18.16		152	012-330-023-000	$18.16
108	012-340-026-000	$18.16		153	012-330-022-000	$18.16
109	012-340-027-000	$18.16		154	012-330-036-000	$18.16
110	012-340-028-000	$18.16		155	012-330-037-000	$18.16
111	012-340-029-000	$18.16		156	012-330-038-000	$18.16
112	012-340-030-000	$18.16		157	012-330-039-000	$18.16
113	012-340-031-000	$18.16		158	012-330-040-000	$18.16
114	012-340-032-000	$18.16		159	012-330-041-000	$18.16
115	012-340-033-000	$18.16		160	012-330-042-000	$18.16

Assessment Number	Assessor's Parcel Number	Assessment
161	012-330-043-000	$18.16
162	012-330-035-000	$18.16
163	012-330-034-000	$18.16
164	012-330-033-000	$18.16
165	012-330-032-000	$18.16
166	012-330-031-000	$18.16
167	012-330-030-000	$18.16
168	012-330-029-000	$18.16
169	012-330-072-000	$18.16
170	012-330-071-000	$18.16
171	012-330-070-000	$18.16
172	012-330-069-000	$18.16
173	012-330-068-000	$18.16
174	012-330-067-000	$18.16
175	012-330-066-000	$18.16
176	012-330-045-000	$18.16
177	012-330-046-000	$18.16
178	012-330-047-000	$18.16
179	012-330-048-000	$18.16
180	012-330-049-000	$18.16
181	012-330-065-000	$18.16
182	012-330-064-000	$18.16
183	012-330-063-000	$18.16
184	012-330-062-000	$18.16
185	012-330-061-000	$18.16
186	012-330-060-000	$18.16
187	012-330-059-000	$18.16
188	012-330-058-000	$18.16
189	012-330-057-000	$18.16
190	012-330-056-000	$18.16
191	012-330-055-000	$18.16
192	012-330-054-000	$18.16
193	012-330-053-000	$18.16
194	012-330-052-000	$18.16
195	012-330-051-000	$18.16
196	012-330-050-000	$18.16
197	012-312-001-000	$20.18
198	012-312-002-000	$20.18
199	012-312-003-000	$20.18
200	012-312-004-000	$20.18
201	012-312-005-000	$20.18
202	012-312-006-000	$20.18
203	012-312-007-000	$20.18
204	012-312-008-000	$20.18
205	012-312-009-000	$20.18
206	012-320-006-000	$643.76

Assessment Number	Assessor's Parcel Number	Assessment
	TOTAL	$4,702.48
	To be billed via A/R	
	54.48	
	Total to County Assessor	
	$4,648.00	

CITY OF MADERA

ZONE 9

2016-2017

1.	BEGINNING FUND BALANCE				$	185.11
2.	LANDSCAPE MAINTENANCE COSTS		$	1,083.34		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	444.46		
	b.	ENGINEERING ADMINISTRATION	$	403.85		
	c.	LEGAL ADMINISTRATION	$	32.67		
	d.	FINANCE ADMINISTRATION	$	87.64		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	145.12		
	g.	EQUIPMENT	$	86.39		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	124.37		
				TOTAL COSTS:	$	2,407.84
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					28.07
5.	TOTAL ASSESSMENT				$	2,250.80
6.	AVERAGE ASSESSMENT PER PARCEL				$	33.10

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 9 - ORCHARD ESTATES

TOTAL ASSESSMENT:
$2,250.80

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-133-040-000	$33.10	36	012-350-034-000	$33.10
2	012-133-041-000	$33.10	37	012-350-035-000	$33.10
3	012-350-001-000	$33.10	38	012-350-036-000	$33.10
4	012-350-002-000	$33.10	39	012-350-037-000	$33.10
5	012-350-003-000	$33.10	40	012-350-038-000	$33.10
6	012-350-004-000	$33.10	41	012-350-039-000	$33.10
7	012-350-005-000	$33.10	42	012-350-040-000	$33.10
8	012-350-006-000	$33.10	43	012-350-041-000	$33.10
9	012-350-007-000	$33.10	44	012-350-042-000	$33.10
10	012-350-008-000	$33.10	45	012-350-043-000	$33.10
11	012-350-009-000	$33.10	46	012-350-044-000	$33.10
12	012-350-010-000	$33.10	47	012-350-045-000	$33.10
13	012-350-011-000	$33.10	48	012-350-046-000	$33.10
14	012-350-012-000	$33.10	49	012-350-047-000	$33.10
15	012-350-013-000	$33.10	50	012-350-048-000	$33.10
16	012-350-014-000	$33.10	51	012-350-049-000	$33.10
17	012-350-015-000	$33.10	52	012-350-050-000	$33.10
18	012-350-016-000	$33.10	53	012-350-051-000	$33.10
19	012-350-017-000	$33.10	54	012-350-052-000	$33.10
20	012-350-018-000	$33.10	55	012-350-053-000	$33.10
21	012-350-019-000	$33.10	56	012-350-054-000	$33.10
22	012-350-020-000	$33.10	57	012-350-057-000	$33.10
23	012-350-021-000	$33.10	58	012-350-058-000	$33.10
24	012-350-022-000	$33.10	59	012-350-059-000	$33.10
25	012-350-023-000	$33.10	60	012-350-060-000	$33.10
26	012-350-024-000	$33.10	61	012-350-061-000	$33.10
27	012-350-025-000	$33.10	62	012-350-062-000	$33.10
28	012-350-026-000	$33.10	63	012-350-063-000	$33.10
29	012-350-027-000	$33.10	64	012-350-064-000	$33.10
30	012-350-028-000	$33.10	65	012-350-065-000	$33.10
31	012-350-029-000	$33.10	66	012-350-066-000	$33.10
32	012-350-030-000	$33.10	67	012-350-067-000	$33.10
33	012-350-031-000	$33.10	68	012-350-068-000	$33.10
34	012-350-032-000	$33.10			
35	012-350-033-000	$33.10		TOTAL	$2,250.80

CITY OF MADERA

ZONE 10A

2016-2017

1.	BEGINNING FUND BALANCE				$	(641.92)
2.	LANDSCAPE MAINTENANCE COSTS		$	0.00		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	0.00		
	b.	ENGINEERING ADMINISTRATION	$	0.00		
	c.	LEGAL ADMINISTRATION	$	0.00		
	d.	FINANCE ADMINISTRATION	$	0.00		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	157.39		
	g.	EQUIPMENT	$	121.72		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
				TOTAL COSTS:	$	279.11
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(600.19)
5.	TOTAL ASSESSMENT				$	320.84
6.	AVERAGE ASSESSMENT PER PARCEL				$	26.74

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10A - VENTURI SUBDIVISION

TOTAL ASSESSMENT:
$320.84

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-460-005-000	$24.68			
2	006-460-007-000	$24.68			
3	006-460-009-000	$24.68			
4	006-460-010-000	$24.68			
5	006-460-011-000	$24.68			
6	006-460-012-000	$24.68			
7	006-460-013-000	$24.68			
8	006-460-014-000	$24.68			
9	006-460-015-000	$24.68			
10	006-460-016-000	$24.68			
11	006-460-017-000	$24.68			
12	006-460-037-000	$49.36			
	TOTAL	$320.84			

CITY OF MADERA

ZONE 10B

2016-2017

1.	BEGINNING FUND BALANCE				$	671.15
2.	LANDSCAPE MAINTENANCE COSTS		$	37.76		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	29.29		
	b.	ENGINEERING ADMINISTRATION	$	416.21		
	c.	LEGAL ADMINISTRATION	$	33.67		
	d.	FINANCE ADMINISTRATION	$	90.33		
	e.	TREE TRIMMING	$	6.65		
	f.	GAS & UTILITIES	$	2.41		
	g.	EQUIPMENT	$	2.15		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	4.34		
				TOTAL COSTS:	$	622.80
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					963.33
5.	TOTAL ASSESSMENT				$	914.52
6.	AVERAGE ASSESSMENT PER PARCEL				$	19.06

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10B - PEBBLE BEACH I & II

TOTAL ASSESSMENT:
$914.52

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-460-024-000	$19.46	36	006-492-010-000	$19.46
2	006-460-025-000	$19.46	37	006-492-011-000	$19.46
3	006-460-026-000	$19.46	38	006-492-012-000	$19.46
4	006-460-027-000	$19.46	39	006-492-013-000	$19.46
5	006-460-028-000	$19.46	40	006-492-014-000	$19.46
6	006-460-029-000	$19.46	41	006-492-015-000	$19.46
7	006-460-030-000	$19.46	42	006-492-016-000	$19.46
8	006-460-031-000	$19.46	43	006-492-017-000	$19.46
9	006-491-001-000	$19.46	44	006-492-018-000	$19.46
10	006-491-002-000	$19.46	45	006-492-019-000	$19.46
11	006-491-003-000	$19.46	46	006-492-020-000	$19.46
12	006-491-004-000	$19.46	47	006-492-021-000	$19.46
13	006-491-005-000	$19.46	48	006-492-022-000	$19.46
14	006-491-006-000	$19.46			
15	006-491-007-000	$19.46		TOTAL	$914.52
16	006-491-008-000	$19.46			
17	006-491-009-000	$19.46			
18	006-491-010-000	$19.46			
19	006-491-011-000	$19.46			
20	006-491-012-000	$19.46			
21	006-491-013-000	$19.46			
22	006-491-014-000	$19.46			
23	006-491-015-000	$19.46			
24	006-491-016-000	$19.46			
25	006-491-017-000	$19.46			
26	006-491-018-000	$19.46			
27	006-492-001-000	$19.46			
28	006-492-002-000	$12.98			
29	006-492-003-000	$6.48			
30	006-492-004-000	$19.46			
31	006-492-005-000	$19.46			
32	00-6492-006-000	$19.46			
33	006-492-007-000	$19.46			
34	006-492-008-000	$19.46			
35	006-492-009-000	$19.46			

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10B - PEBBLE BEACH I & II

TOTAL ASSESSMENT:
1159.96

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number
1	006-460-024-000	24.68	36	006-492-010-000
2	006-460-025-000	24.68	37	006-492-011-000
3	006-460-026-000	24.68	38	006-492-012-000
4	006-460-027-000	24.68	39	006-492-013-000
5	006-460-028-000	24.68	40	006-492-014-000
6	006-460-029-000	24.68	41	006-492-015-000
7	006-460-030-000	24.68	42	006-492-016-000
8	006-460-031-000	24.68	43	006-492-017-000
9	006-491-001-000	24.68	44	006-492-018-000
10	006-491-002-000	24.68	45	006-492-019-000
11	006-491-003-000	24.68	46	006-492-020-000
12	006-491-004-000	24.68	47	006-492-021-000
13	006-491-005-000	24.68	48	006-492-022-000
14	006-491-006-000	24.68		
15	006-491-007-000	24.68		TOTAL
16	006-491-008-000	24.68		
17	006-491-009-000	24.68		
18	006-491-010-000	24.68		
19	006-491-011-000	24.68		
20	006-491-012-000	24.68		
21	006-491-013-000	24.68		
22	006-491-014-000	24.68		
23	006-491-015-000	24.68		
24	006-491-016-000	24.68		
25	006-491-017-000	24.68		
26	006-491-018-000	24.68		
27	006-492-001-000	24.68		
28	006-492-002-000	16.46		
29	006-492-003-000	8.22		
30	006-492-004-000	24.68		
31	006-492-005-000	24.68		
32	00-6492-006-000	24.68		
33	006-492-007-000	24.68		
34	006-492-008-000	24.68		
35	006-492-009-000	24.68		

CITY OF MADERA

ZONE 10C

2016-2017

1.	BEGINNING FUND BALANCE				$	828.39
2.	LANDSCAPE MAINTENANCE COSTS		$	441.43		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	268.33		
	b.	ENGINEERING ADMINISTRATION	$	329.77		
	c.	LEGAL ADMINISTRATION	$	26.67		
	d.	FINANCE ADMINISTRATION	$	71.57		
	e.	TREE TRIMMING	$	60.93		
	f.	GAS & UTILITIES	$	22.08		
	g.	EQUIPMENT	$	32.90		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	50.68		
				TOTAL COSTS:	$	1,304.37
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					758.03
5.	TOTAL ASSESSMENT				$	1,234.00
6.	AVERAGE ASSESSMENT PER PARCEL					24.68

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10C - PEBBLE BEACH III & IV

TOTAL ASSESSMENT:
$1,234.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-493-001-000	$24.68	36	006-494-015-000	$24.68
2	006-493-002-000	$24.68	37	006-494-016-000	$24.68
3	006-493-003-000	$24.68	38	006-494-017-000	$24.68
4	006-493-004-000	$24.68	39	006-494-018-000	$24.68
5	006-493-005-000	$24.68	40	006-494-019-000	$24.68
6	006-493-006-000	$24.68	41	006-494-020-000	$24.68
7	006-493-007-000	$24.68	42	006-494-021-000	$24.68
8	006-493-008-000	$24.68	43	006-494-022-000	$24.68
9	006-493-009-000	$24.68	44	006-494-023-000	$24.68
10	006-493-010-000	$24.68	45	006-494-024-000	$24.68
11	006-493-011-000	$24.68	46	006-494-025-000	$24.68
12	006-493-012-000	$24.68	47	006-494-026-000	$24.68
13	006-493-013-000	$24.68	48	006-494-027-000	$24.68
14	006-493-014-000	$24.68	49	006-494-028-000	$24.68
15	006-493-015-000	$24.68	50	006-494-029-000	$24.68
16	006-493-016-000	$24.68		TOTAL	$1,234.00
17	006-493-017-000	$24.68			
18	006-493-018-000	$24.68			
19	006-493-019-000	$24.68			
20	006-493-020-000	$24.68			
21	006-493-021-000	$24.68			
22	006-494-001-000	$24.68			
23	006-494-002-000	$24.68			
24	006-494-003-000	$24.68			
25	006-494-004-000	$24.68			
26	006-494-005-000	$24.68			
27	006-494-006-000	$24.68			
28	006-494-007-000	$24.68			
29	006-494-008-000	$24.68			
30	006-494-009-000	$24.68			
31	006-494-010-000	$24.68			
32	006-494-011-000	$24.68			
33	006-494-012-000	$24.68			
34	006-494-013-000	$24.68			
35	006-494-014-000	$24.68			

CITY OF MADERA

ZONE 10D

2016-2017

1.	BEGINNING FUND BALANCE				$	128.33
2.	LANDSCAPE MAINTENANCE COSTS		$	67.82		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	160.99		
	b.	ENGINEERING ADMINISTRATION	$	170.89		
	c.	LEGAL ADMINISTRATION	$	13.82		
	d.	FINANCE ADMINISTRATION	$	37.09		
	e.	TREE TRIMMING	$	36.56		
	f.	GAS & UTILITIES	$	13.25		
	g.	EQUIPMENT	$	6.39		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	7.79		
				TOTAL COSTS:	$	514.61
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					208.28
5.	TOTAL ASSESSMENT				$	594.56
6.	AVERAGE ASSESSMENT PER PARCEL					19.82

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10D - PEBBLE BEACH V

TOTAL ASSESSMENT:
$594.56

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-495-001-000	$22.16			
2	006-495-002-000	$22.16			
3	006-495-003-000	$22.16			
4	006-495-004-000	$22.16			
5	006-495-005-000	$22.16			
6	006-495-006-000	$22.16			
7	006-495-007-000	$22.16			
8	006-495-008-000	$22.16			
9	006-495-009-000	$22.16			
10	006-495-010-000	$22.16			
11	006-495-011-000	$22.16			
12	006-495-012-000	$22.16			
13	006-495-013-000	$22.16			
14	006-495-014-000	$22.16			
15	006-495-015-000	$22.16			
16	006-495-016-000	$14.74			
17	006-495-017-000	$6.00			
18	006-495-018-000	$22.16			
19	006-495-019-000	$22.16			
20	006-495-020-000	$22.16			
21	006-495-021-000	$22.16			
22	006-495-022-000	$22.16			
23	006-495-023-000	$22.16			
24	006-495-024-000	$7.32			
25	006-495-025-000	$14.76			
26	006-495-026-000	$22.16			
27	006-495-027-000	$18.06			
28	006-495-028-000	$1.80			
29	006-495-029-000	$22.16			
30	006-495-030-000	$22.16			
TOTAL		$594.56			

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10D - PEBBLE BEACH V

TOTAL ASSESSMENT:
$825.78

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number
1	006-495-001-000	$30.78		
2	006-495-002-000	$30.78		
3	006-495-003-000	$30.78		
4	006-495-004-000	$30.78		
5	006-495-005-000	$30.78		
6	006-495-006-000	$30.78		
7	006-495-007-000	$30.78		
8	006-495-008-000	$30.78		
9	006-495-009-000	$30.78		
10	006-495-010-000	$30.78		
11	006-495-011-000	$30.78		
12	006-495-012-000	$30.78		
13	006-495-013-000	$30.78		
14	006-495-014-000	$30.78		
15	006-495-015-000	$30.78		
16	006-495-016-000	$20.48		
17	006-495-017-000	$8.32		
18	006-495-018-000	$30.78		
19	006-495-019-000	$30.78		
20	006-495-020-000	$30.78		
21	006-495-021-000	$30.78		
22	006-495-022-000	$30.78		
23	006-495-023-000	$30.78		
24	006-495-024-000	$10.18		
25	006-495-025-000	$20.50		
26	006-495-026-000	$30.78		
27	006-495-027-000	$25.08		
28	006-495-028-000	$2.50		
29	006-495-029-000	$30.78		
30	006-495-030-000	$30.78		

TOTAL $825.78

CITY OF MADERA

ZONE 10E

2016-2017

1.	BEGINNING FUND BALANCE				$	130.64
2.	LANDSCAPE MAINTENANCE COSTS		$	293.33		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	185.27		
	b.	ENGINEERING ADMINISTRATION	$	180.61		
	c.	LEGAL ADMINISTRATION	$	14.61		
	d.	FINANCE ADMINISTRATION	$	39.20		
	e.	TREE TRIMMING	$	42.07		
	f.	GAS & UTILITIES	$	15.25		
	g.	EQUIPMENT	$	26.85		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	33.68		
				TOTAL COSTS:	$	830.85
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					106.00
5.	TOTAL ASSESSMENT				$	805.91
6.	AVERAGE ASSESSMENT PER PARCEL					26.01

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10E - PEBBLE BEACH VI

TOTAL ASSESSMENT:
$805.91

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-496-001-000	$26.00			
2	006-496-002-000	$26.00			
3	006-496-003-000	$26.00			
4	006-496-004-000	$26.00			
5	006-496-005-000	$26.00			
6	006-496-006-000	$26.00			
7	006-496-007-000	$26.00			
8	006-496-008-000	$26.00			
9	006-496-009-000	$26.00			
10	006-496-010-000	$26.00			
11	006-496-011-000	$26.00			
12	006-496-012-000	$26.00			
13	006-496-013-000	$26.00			
14	006-496-014-000	$26.00			
15	006-496-015-000	$26.00			
16	006-496-016-000	$26.00			
17	006-496-017-000	$26.00			
18	006-496-018-000	$26.00			
19	006-496-019-000	$26.00			
20	006-496-020-000	$26.00			
21	006-496-021-000	$26.00			
22	006-496-022-000	$26.00			
23	006-496-023-000	$26.00			
24	006-496-024-000	$26.00			
25	006-496-025-000	$26.00			
26	006-496-026-000	$26.00			
27	006-496-027-000	$26.00			
28	006-496-028-000	$26.00			
29	006-496-029-000	$26.00			
30	006-496-030-000	$26.00			
31	006-496-031-000	$26.00			
	TOTAL	$805.91			

CITY OF MADERA

ZONE 10F

2016-2017

1.	BEGINNING FUND BALANCE				$	657.64
2.	LANDSCAPE MAINTENANCE COSTS		$	540.46		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	245.04		
	b.	ENGINEERING ADMINISTRATION	$	364.20		
	c.	LEGAL ADMINISTRATION	$	29.46		
	d.	FINANCE ADMINISTRATION	$	79.04		
	e.	TREE TRIMMING	$	55.64		
	f.	GAS & UTILITIES	$	20.17		
	g.	EQUIPMENT	$	30.82		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	62.05		
				TOTAL COSTS:	$	1,426.87
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,042.47
5.	TOTAL ASSESSMENT				$	1,812.11
6.	AVERAGE ASSESSMENT PER PARCEL					44.19

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 F - PEBBLE BEACH VII

TOTAL ASSESSMENT:
$1,812.11

Assessment Number	Assessor's Parcel Number	Assessment
1	006-496-034-000	$44.20
2	006-496-035-000	$44.20
3	006-496-036-000	$44.20
4	006-496-037-000	$44.20
5	006-496-038-000	$44.20
6	006-496-039-000	$44.20
7	006-496-040-000	$44.20
8	006-496-041-000	$44.20
9	006-496-042-000	$44.20
10	006-496-043-000	$44.20
11	006-496-044-000	$44.20
12	006-496-045-000	$44.20
13	006-496-046-000	$44.20
14	006-496-047-000	$44.20
15	006-496-048-000	$44.20
16	006-496-049-000	$44.20
17	006-496-050-000	$44.20
18	006-496-051-000	$44.20
19	006-496-052-000	$44.20
20	006-496-053-000	$44.20
21	006-496-054-000	$44.20
22	006-496-055-000	$44.20
23	006-496-056-000	$44.20
24	006-496-057-000	$44.20
25	006-496-058-000	$44.20
26	006-496-059-000	$44.20
27	006-496-060-000	$44.20
28	006-496-061-000	$44.20
29	006-496-062-000	$44.20
30	006-496-063-000	$44.20
31	006-496-064-000	$44.20
32	006-496-065-000	$44.20
33	006-496-066-000	$44.20
34	006-496-067-000	$44.20
35	006-496-068-000	$44.20

Assessment Number	Assessor's Parcel Number	Assessment
36	006-496-069-000	$44.20
37	006-496-070-000	$44.20
38	006-496-071-000	$44.20
39	006-496-072-000	$44.20
40	006-496-073-000	$44.20
41	006-496-074-000	$44.20
	TOTAL	$1,812.11

CITY OF MADERA

ZONE 10G

2016-2017

1.	BEGINNING FUND BALANCE			$	(424.62)
2.	LANDSCAPE MAINTENANCE COSTS	$	605.36		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	562.57		
	b. ENGINEERING ADMINISTRATION	$	401.35		
	c. LEGAL ADMINISTRATION	$	32.46		
	d. FINANCE ADMINISTRATION	$	87.10		
	e. TREE TRIMMING	$	127.74		
	f. GAS & UTILITIES	$	46.30		
	g. EQUIPMENT	$	34.52		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	69.50		
			TOTAL COSTS:	$	1,966.90
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,195.38)
5.	TOTAL ASSESSMENT			$	1,196.14
6.	AVERAGE ASSESSMENT PER PARCEL				26.00

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10G - PEBBLE BEACH VIII

TOTAL ASSESSMENT:
$1,196.14

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-497-001-000	$26.00	36	006-497-036-000	$26.00
2	006-497-002-000	$26.00	37	006-497-037-000	$26.00
3	006-497-003-000	$26.00	38	006-497-038-000	$26.00
4	006-497-004-000	$26.00	39	006-497-039-000	$26.00
5	006-497-005-000	$26.00	40	006-497-040-000	$26.00
6	006-497-006-000	$26.00	41	006-497-041-000	$26.00
7	006-497-007-000	$26.00	42	006-497-042-000	$26.00
8	006-497-008-000	$26.00	43	006-497-043-000	$26.00
9	006-497-009-000	$26.00	44	006-497-044-000	$26.00
10	006-497-010-000	$26.00	45	006-497-045-000	$26.00
11	006-497-011-000	$26.00	46	006-497-046-000	$26.00
12	006-497-012-000	$26.00			
13	006-497-013-000	$26.00		TOTAL	$1,196.14
14	006-497-014-000	$26.00			
15	006-497-015-000	$26.00			
16	006-497-016-000	$26.00			
17	006-497-017-000	$26.00			
18	006-497-018-000	$26.00			
19	006-497-019-000	$26.00			
20	006-497-020-000	$26.00			
21	006-497-021-000	$26.00			
22	006-497-022-000	$26.00			
23	006-497-023-000	$26.00			
24	006-497-024-000	$26.00			
25	006-497-025-000	$26.00			
26	006-497-026-000	$26.00			
27	006-497-027-000	$26.00			
28	006-497-028-000	$26.00			
29	006-497-029-000	$26.00			
30	006-497-030-000	$26.00			
31	006-497-031-000	$26.00			
32	006-497-032-000	$26.00			
33	006-497-033-000	$26.00			
34	006-497-034-000	$26.00			
35	006-497-035-000	$26.00			

CITY OF MADERA

ZONE 10H

2016-2017

1.	BEGINNING FUND BALANCE				$	964.52
2.	LANDSCAPE MAINTENANCE COSTS		$	749.79		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	808.52		
	b.	ENGINEERING ADMINISTRATION	$	204.01		
	c.	LEGAL ADMINISTRATION	$	16.50		
	d.	FINANCE ADMINISTRATION	$	44.28		
	e.	TREE TRIMMING	$	183.59		
	f.	GAS & UTILITIES	$	66.54		
	g.	EQUIPMENT	$	95.01		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	86.08		
				TOTAL COSTS:	$	2,254.32
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(1,840.93)
5.	TOTAL ASSESSMENT				$	1,377.90
6.	AVERAGE ASSESSMENT PER PARCEL					26.00

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 H - PEBBLE BEACH IX

TOTAL ASSESSMENT:
$1,377.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-498-001-000	$26.00	36	006-498-036-000	$26.00
2	006-498-002-000	$26.00	37	006-498-037-000	$26.00
3	006-498-003-000	$26.00	38	006-498-038-000	$26.00
4	006-498-004-000	$26.00	39	006-498-039-000	$26.00
5	006-498-005-000	$26.00	40	006-498-040-000	$26.00
6	006-498-006-000	$26.00	41	006-498-041-000	$26.00
7	006-498-007-000	$26.00	42	006-498-042-000	$26.00
8	006-498-008-000	$26.00	43	006-498-043-000	$26.00
9	006-498-009-000	$26.00	44	006-498-044-000	$26.00
10	006-498-010-000	$26.00	45	006-498-045-000	$26.00
11	006-498-011-000	$26.00	46	006-498-046-000	$26.00
12	006-498-012-000	$26.00	47	006-498-047-000	$26.00
13	006-498-013-000	$26.00	48	006-498-048-000	$26.00
14	006-498-014-000	$26.00	49	006-498-049-000	$26.00
15	006-498-015-000	$26.00	50	006-498-050-000	$26.00
16	006-498-016-000	$26.00	51	006-498-051-000	$26.00
17	006-498-017-000	$26.00	52	006-498-052-000	$26.00
18	006-498-018-000	$26.00	53	006-498-053-000	$26.00
19	006-498-019-000	$26.00			
20	006-498-020-000	$26.00		TOTAL	$1,377.90
21	006-498-021-000	$26.00			
22	006-498-022-000	$26.00			
23	006-498-023-000	$26.00			
24	006-498-024-000	$26.00			
25	006-498-025-000	$26.00			
26	006-498-026-000	$26.00			
27	006-498-027-000	$26.00			
28	006-498-028-000	$26.00			
29	006-498-029-000	$26.00			
30	006-498-030-000	$26.00			
31	006-498-031-000	$26.00			
32	006-498-032-000	$26.00			
33	006-498-033-000	$26.00			
34	006-498-034-000	$26.00			
35	006-498-035-000	$26.00			

CITY OF MADERA

ZONE 10I

2016-2017

1.	BEGINNING FUND BALANCE			$	(1,267.98)
2.	LANDSCAPE MAINTENANCE COSTS	$	824.84		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	118.07		
	b. ENGINEERING ADMINISTRATION	$	223.02		
	c. LEGAL ADMINISTRATION	$	18.04		
	d. FINANCE ADMINISTRATION	$	48.40		
	e. TREE TRIMMING	$	26.81		
	f. GAS & UTILITIES	$	9.72		
	g. EQUIPMENT	$	47.03		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	94.70		
			TOTAL COSTS:	$	1,410.64
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,792.54)
5.	TOTAL ASSESSMENT			$	886.08
6.	AVERAGE ASSESSMENT PER PARCEL				40.28

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 I - PEBBLE BEACH X

TOTAL ASSESSMENT:
$886.08

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-498-001-000	$40.28			
2	006-498-002-000	$40.28			
3	006-498-003-000	$40.28			
4	006-498-004-000	$40.28			
5	006-498-005-000	$40.28			
6	006-498-006-000	$40.28			
7	006-498-007-000	$40.28			
8	006-498-008-000	$40.28			
9	006-498-009-000	$40.28			
10	006-498-010-000	$40.28			
11	006-498-011-000	$40.28			
12	006-498-012-000	$40.28			
13	006-498-013-000	$40.28			
14	006-498-014-000	$40.28			
15	006-498-015-000	$40.28			
16	006-498-016-000	$40.28			
17	006-498-017-000	$40.28			
18	006-498-018-000	$40.28			
19	006-498-019-000	$40.28			
20	006-498-020-000	$40.28			
21	006-498-021-000	$40.28			
22	006-498-022-000	$40.28			
	TOTAL	$886.08			

CITY OF MADERA

ZONE 12

2016-2017

1.	BEGINNING FUND BALANCE			$	1,545.29
2.	LANDSCAPE MAINTENANCE COSTS	$	13,183.35		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,666.21		
	b. ENGINEERING ADMINISTRATION	$	646.55		
	c. LEGAL ADMINISTRATION	$	52.30		
	d. FINANCE ADMINISTRATION	$	140.32		
	e. TREE TRIMMING	$	3,848.00		
	f. GAS & UTILITIES	$	1,191.85		
	g. EQUIPMENT	$	751.71		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	1,513.51		
			TOTAL COSTS:	$	22,993.79
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				6,776.62
5.	TOTAL ASSESSMENT			$	28,225.12
6.	AVERAGE ASSESSMENT PER PARCEL				357.28

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 12 - FRENCH COVE 1 & 2

TOTAL ASSESSMENT:
$28,225.12

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-470-001-000	$357.28	36	006-480-049-000	$357.28
2	006-470-002-000	$357.28	37	006-480-004-000	$357.28
3	006-470-003-000	$357.28	38	006-480-005-000	$357.28
4	006-470-004-000	$357.28	39	006-480-006-000	$357.28
5	006-470-005-000	$357.28	40	006-480-007-000	$357.28
6	006-470-006-000	$357.28	41	006-480-008-000	$357.28
7	006-470-007-000	$357.28	42	006-480-009-000	$357.28
8	006-470-008-000	$357.28	43	006-480-010-000	$357.28
9	006-470-037-000	$357.28	44	006-480-011-000	$357.28
10	006-470-038-000	$357.28	45	006-480-012-000	$357.28
11	006-470-039-000	$357.28	46	006-480-013-000	$357.28
12	006-470-040-000	$357.28	47	006-480-014-000	$357.28
13	006-470-041-000	$357.28	48	006-480-015-000	$357.28
14	006-470-042-000	$357.28	49	006-480-016-000	$357.28
15	006-470-016-000	$357.28	50	006-480-017-000	$357.28
16	006-470-017-000	$357.28	51	006-480-018-000	$357.28
17	006-470-018-000	$357.28	52	006-480-019-000	$357.28
18	006-470-019-000	$357.28	53	006-480-020-000	$357.28
19	006-470-020-000	$357.28	54	006-480-021-000	$357.28
20	006-470-021-000	$357.28	55	006-480-022-000	$357.28
21	006-470-022-000	$357.28	56	006-480-023-000	$357.28
22	006-470-043-000	$357.28	57	006-480-024-000	$357.28
23	006-470-044-000	$357.28	58	006-480-025-000	$357.28
24	006-470-045-000	$357.28	59	006-480-026-000	$357.28
25	006-470-046-000	$357.28	60	006-480-027-000	$357.28
26	006-470-047-000	$357.28	61	006-480-028-000	$357.28
27	006-470-029-000	$357.28	62	006-480-029-000	$357.28
28	006-470-030-000	$357.28	63	006-480-030-000	$357.28
29	006-470-031-000	$357.28	64	006-480-032-000	$357.28
30	006-470-032-000	$357.28	65	006-480-033-000	$357.28
31	006-470-033-000	$357.28	66	006-480-034-000	$357.28
32	006-470-034-000	$357.28	67	006-480-035-000	$357.28
33	006-470-035-000	$357.28	68	006-480-036-000	$357.28
34	006-480-001-000	$357.28	69	006-480-037-000	$357.28
35	006-480-002-000	$357.28	70	006-480-038-000	$357.28
71	006-480-039-000	$357.28			
72	006-480-040-000	$357.28			
73	006-480-041-000	$357.28			
74	006-480-042-000	$357.28			
75	006-480-043-000	$357.28			
76	006-480-044-000	$357.28			
77	006-480-045-000	$357.28			
78	006-480-046-000	$357.28			
79	006-480-047-000	$357.28			
	TOTAL	$28,225.12			

CITY OF MADERA

ZONE 13

2016-2017

1.	BEGINNING FUND BALANCE				$	936.16
2.	LANDSCAPE MAINTENANCE COSTS		$	2,266.04		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	298.01		
	b.	ENGINEERING ADMINISTRATION	$	252.47		
	c.	LEGAL ADMINISTRATION	$	20.42		
	d.	FINANCE ADMINISTRATION	$	54.79		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	1,477.90		
	g.	EQUIPMENT	$	289.06		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	260.15		
				TOTAL COSTS:	$	4,918.84
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,883.00
5.	TOTAL ASSESSMENT				$	5,865.68
6.	AVERAGE ASSESSMENT PER PARCEL					86.26

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 13 - LAS PALMAS ESTATES 1, 2, 3, & 4

TOTAL ASSESSMENT:
$5,865.68

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-310-001-000	$86.26	36	011-310-037-000	$86.26
2	011-310-002-000	$86.26	37	011-310-038-000	$86.26
3	011-310-003-000	$86.26	38	011-310-039-000	$86.26
4	011-310-004-000	$86.26	39	011-310-040-000	$86.26
5	011-310-005-000	$86.26	40	011-310-041-000	$86.26
6	011-310-006-000	$86.26	41	011-310-042-000	$86.26
7	011-310-007-000	$86.26	42	011-310-043-000	$86.26
8	011-310-008-000	$86.26	43	011-310-044-000	$86.26
9	011-310-009-000	$86.26	44	011-310-045-000	$86.26
10	011-310-010-000	$86.26	45	011-310-046-000	$86.26
11	011-310-011-000	$86.26	46	011-310-047-000	$86.26
12	011-310-012-000	$86.26	47	011-310-048-000	$86.26
13	011-310-013-000	$86.26	48	011-310-049-000	$86.26
14	011-310-014-000	$86.26	49	011-310-055-000	$86.26
15	011-310-015-000	$86.26	50	011-310-056-000	$86.26
16	011-310-016-000	$86.26	51	011-310-057-000	$86.26
17	011-310-017-000	$86.26	52	011-310-058-000	$86.26
18	011-310-018-000	$86.26	53	011-310-059-000	$86.26
19	011-310-019-000	$86.26	54	011-310-060-000	$86.26
20	011-310-020-000	$86.26	55	011-310-061-000	$86.26
21	011-310-021-000	$86.26	56	011-310-062-000	$86.26
22	011-310-022-000	$86.26	57	011-310-063-000	$86.26
23	011-310-024-000	$86.26	58	011-310-068-000	$86.26
24	011-310-025-000	$86.26	59	011-310-069-000	$86.26
25	011-310-026-000	$86.26	60	011-310-070-000	$86.26
26	011-310-027-000	$86.26	61	011-310-071-000	$86.26
27	011-310-028-000	$86.26	62	011-310-072-000	$86.26
28	011-310-029-000	$86.26	63	011-310-073-000	$86.26
29	011-310-030-000	$86.26	64	011-310-074-000	$86.26
30	011-310-031-000	$86.26	65	011-310-075-000	$86.26
31	011-310-032-000	$86.26	66	011-310-076-000	$86.26
32	011-310-033-000	$86.26	67	011-310-077-000	$86.26
33	011-310-034-000	$86.26	68	011-310-078-000	$86.26
34	011-310-035-000	$86.26			
35	011-310-036-000	$86.26		TOTAL	$5,865.68

CITY OF MADERA

ZONE 14

.

2016-2017

1.	BEGINNING FUND BALANCE			$	379.26
2.	LANDSCAPE MAINTENANCE COSTS	$	1,393.67		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	493.35		
	b. ENGINEERING ADMINISTRATION	$	676.40		
	c. LEGAL ADMINISTRATION	$	54.71		
	d. FINANCE ADMINISTRATION	$	146.79		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	179.33		
	g. EQUIPMENT	$	107.39		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	160.00		
			TOTAL COSTS:	$	3,211.63
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				118.53
5.	TOTAL ASSESSMENT			$	2,950.90
6.	AVERAGE ASSESSMENT PER PARCEL				25.66

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 14 - CAPISTRANO 1 & 2

TOTAL ASSESSMENT:
$2,950.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-380-001-000	$25.66	36	012-380-036-000	$25.66
2	012-380-002-000	$25.66	37	012-380-037-000	$25.66
3	012-380-003-000	$25.66	38	012-380-038-000	$25.66
4	012-380-004-000	$25.66	39	012-380-039-000	$25.66
5	012-380-005-000	$25.66	40	012-380-040-000	$25.66
6	012-380-006-000	$25.66	41	012-380-041-000	$25.66
7	012-380-007-000	$25.66	42	012-380-042-000	$25.66
8	012-380-008-000	$25.66	43	012-380-043-000	$25.66
9	012-380-009-000	$25.66	44	012-380-044-000	$25.66
10	012-380-010-000	$25.66	45	012-380-045-000	$25.66
11	012-380-011-000	$25.66	46	012-380-046-000	$25.66
12	012-380-012-000	$25.66	47	012-380-047-000	$25.66
13	012-380-013-000	$25.66	48	012-380-048-000	$25.66
14	012-380-014-000	$25.66	49	012-380-049-000	$25.66
15	012-380-015-000	$25.66	50	012-380-050-000	$25.66
16	012-380-016-000	$25.66	51	012-380-051-000	$25.66
17	012-380-017-000	$25.66	52	012-380-052-000	$25.66
18	012-380-018-000	$25.66	53	012-380-053-000	$25.66
19	012-380-019-000	$25.66	54	012-381-001-000	$25.66
20	012-380-020-000	$25.66	55	012-381-002-000	$25.66
21	012-380-021-000	$25.66	56	012-381-003-000	$25.66
22	012-380-022-000	$25.66	57	012-381-004-000	$25.66
23	012-380-023-000	$25.66	58	012-381-005-000	$25.66
24	012-380-024-000	$25.66	59	012-381-006-000	$25.66
25	012-380-025-000	$25.66	60	012-381-007-000	$25.66
26	012-380-026-000	$25.66	61	012-381-008-000	$25.66
27	012-380-027-000	$25.66	62	012-381-009-000	$25.66
28	012-380-028-000	$25.66	63	012-381-010-000	$25.66
29	012-380-029-000	$25.66	64	012-381-011-000	$25.66
30	012-380-030-000	$25.66	65	012-381-012-000	$25.66
31	012-380-031-000	$25.66	66	012-381-013-000	$25.66
32	012-380-032-000	$25.66	67	012-381-014-000	$25.66
33	012-380-033-000	$25.66	68	012-381-015-000	$25.66
34	012-380-034-000	$25.66	69	012-381-016-000	$25.66
35	012-380-035-000	$25.66	70	012-381-017-000	$25.66

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-381-018-000	$25.66			
72	012-381-019-000	$25.66			
73	012-381-020-000	$25.66			
74	012-381-021-000	$25.66			
75	012-381-022-000	$25.66			
76	012-381-023-000	$25.66			
77	012-381-024-000	$25.66			
78	012-381-025-000	$25.66			
79	012-381-026-000	$25.66			
80	012-381-027-000	$25.66			
81	012-381-028-000	$25.66			
82	012-381-029-000	$25.66			
83	012-381-030-000	$25.66			
84	012-381-031-000	$25.66			
85	012-381-032-000	$25.66			
86	012-381-033-000	$25.66			
87	012-381-034-000	$25.66			
88	012-381-035-000	$25.66			
89	012-381-036-000	$25.66			
90	012-381-037-000	$25.66			
91	012-381-038-000	$25.66			
92	012-381-039-000	$25.66			
93	012-381-040-000	$25.66			
94	012-381-041-000	$25.66			
95	012-381-042-000	$25.66			
96	012-381-043-000	$25.66			
97	012-381-044-000	$25.66			
98	012-381-045-000	$25.66			
99	012-381-046-000	$25.66			
100	012-381-047-000	$25.66			
101	012-381-048-000	$25.66			
102	012-381-049-000	$25.66			
103	012-381-050-000	$25.66			
104	012-381-051-000	$25.66			
105	012-381-052-000	$25.66			
106	012-381-053-000	$25.66			
107	012-381-054-000	$25.66			
108	012-381-055-000	$25.66			
109	012-381-056-000	$25.66			
110	012-381-057-000	$25.66			
111	012-381-058-000	$25.66			
112	012-381-059-000	$25.66			
113	012-381-060-000	$25.66			
114	012-381-061-000	$25.66			
115	012-381-062-000	$25.66			
	TOTAL	$2,950.90			

CITY OF MADERA

ZONE 15

.

2016-2017

1.	BEGINNING FUND BALANCE				$	481.83
2.	LANDSCAPE MAINTENANCE COSTS		$	89.64		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	60.00		
	b.	ENGINEERING ADMINISTRATION	$	36.13		
	c.	LEGAL ADMINISTRATION	$	2.92		
	d.	FINANCE ADMINISTRATION	$	7.84		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	330.42		
	g.	EQUIPMENT	$	28.39		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	10.29		
				TOTAL COSTS:	$	565.64
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					936.11
5.	TOTAL ASSESSMENT				$	1,019.92
6.	AVERAGE ASSESSMENT PER PARCEL					53.68

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15 - CLINTON / ELM RANCHOS 1

TOTAL ASSESSMENT:
$1,019.92

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-027-000	$53.68			
2	008-082-028-000	$53.68			
3	008-082-029-000	$53.68			
4	008-082-030-000	$53.68			
5	008-082-031-000	$53.68			
6	008-082-032-000	$53.68			
7	008-082-033-000	$53.68			
8	008-082-034-000	$53.68			
9	008-082-035-000	$53.68			
10	008-082-036-000	$53.68			
11	008-082-037-000	$53.68			
12	008-082-038-000	$53.68			
13	008-082-039-000	$53.68			
14	008-082-040-000	$53.68			
15	008-082-041-000	$53.68			
16	008-082-042-000	$53.68			
17	008-082-043-000	$53.68			
18	008-082-044-000	$53.68			
19	008-082-045-000	$53.68			
	Total	$1,019.92			

CITY OF MADERA

ZONE 15B

.

2016-2017

1.	BEGINNING FUND BALANCE				$	235.43
2.	LANDSCAPE MAINTENANCE COSTS		$	261.97		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	333.34		
	b.	ENGINEERING ADMINISTRATION	$	133.86		
	c.	LEGAL ADMINISTRATION	$	10.83		
	d.	FINANCE ADMINISTRATION	$	29.05		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	30.42		
	g.	EQUIPMENT	$	14.94		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	30.08		
				TOTAL COSTS:	$	844.48
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(609.05)
5.	TOTAL ASSESSMENT				$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL					0.00

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15B - CLINTON / ELM RANCHOS 2

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-046-000	$0.00			
2	008-082-047-000	$0.00			
3	008-082-048-000	$0.00			
4	008-082-049-000	$0.00			
5	008-082-050-000	$0.00			
6	008-082-051-000	$0.00			
7	008-082-052-000	$0.00			
8	008-082-053-000	$0.00			
9	008-082-054-000	$0.00			
10	008-082-055-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 15C

.

2016-2017

1.	BEGINNING FUND BALANCE				$	426.67
2.	LANDSCAPE MAINTENANCE COSTS		$	287.93		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	333.34		
	b.	ENGINEERING ADMINISTRATION	$	141.29		
	c.	LEGAL ADMINISTRATION	$	11.43		
	d.	FINANCE ADMINISTRATION	$	30.66		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	30.42		
	g.	EQUIPMENT	$	16.42		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	33.06		
				TOTAL COSTS:	$	884.55
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					5.88
5.	TOTAL ASSESSMENT				$	463.76
6.	AVERAGE ASSESSMENT PER PARCEL					42.16

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15C - CLINTON / ELM RANCHOS 3

TOTAL ASSESSMENT:
$463.76

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-058-000	$42.16			
2	008-082-059-000	$42.16			
3	008-082-060-000	$42.16			
4	008-082-061-000	$42.16			
5	008-082-062-000	$42.16			
6	008-082-063-000	$42.16			
7	008-082-064-000	$42.16			
8	008-082-065-000	$42.16			
9	008-082-066-000	$42.16			
10	008-082-067-000	$42.16			
11	008-082-068-000	$42.16			
	TOTAL	$463.76			

CITY OF MADERA

ZONE 16

.

2016-2017

1.	BEGINNING FUND BALANCE				$	106.42
2.	LANDSCAPE MAINTENANCE COSTS		$	32.71		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	5.00		
	b.	ENGINEERING ADMINISTRATION	$	3.57		
	c.	LEGAL ADMINISTRATION	$	0.29		
	d.	FINANCE ADMINISTRATION	$	0.77		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	359.66		
	g.	EQUIPMENT	$	124.34		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	3.76		
				TOTAL COSTS:	$	530.10
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					416.32
5.	TOTAL ASSESSMENT				$	840.00
6.	AVERAGE ASSESSMENT PER PARCEL					35.00

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 16 - SUGAR PINE

TOTAL ASSESSMENT:
$840.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-093-001-000	$35.00			
2	008-093-002-000	$35.00			
3	008-093-003-000	$35.00			
4	008-093-004-000	$35.00			
5	008-093-005-000	$35.00			
6	008-093-006-000	$35.00			
7	008-093-007-000	$35.00			
8	008-093-008-000	$35.00			
9	008-093-009-000	$35.00			
10	008-093-010-000	$35.00			
11	008-093-011-000	$35.00			
12	008-093-012-000	$35.00			
13	008-093-013-000	$35.00			
14	008-093-014-000	$35.00			
15	008-093-015-000	$35.00			
16	008-093-016-000	$35.00			
17	008-093-017-000	$35.00			
18	008-093-018-000	$35.00			
19	008-093-019-000	$35.00			
20	008-093-020-000	$35.00			
21	008-093-021-000	$35.00			
22	008-093-022-000	$35.00			
23	008-093-023-000	$35.00			
24	008-093-024-000	$35.00			
	TOTAL	$840.00			

CITY OF MADERA

ZONE 17A

.

2016-2017

1.	BEGINNING FUND BALANCE			$	2,075.52
2.	LANDSCAPE MAINTENANCE COSTS	$	2,937.11		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	888.92		
	b. ENGINEERING ADMINISTRATION	$	787.73		
	c. LEGAL ADMINISTRATION	$	63.72		
	d. FINANCE ADMINISTRATION	$	170.96		
	e. TREE TRIMMING	$	675.00		
	f. GAS & UTILITIES	$	219.09		
	g. EQUIPMENT	$	167.47		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	337.19		
			TOTAL COSTS:	$	6,247.18
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,125.98
5.	TOTAL ASSESSMENT			$	7,298.62
6.	AVERAGE ASSESSMENT PER PARCEL				74.47

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17A - CAPISTRANO X, PHASE 1 & 2

TOTAL ASSESSMENT:
$7,298.62

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-450-011-000	$74.48	36	009-450-049-000	$74.48
2	009-450-012-000	$74.48	37	009-450-050-000	$74.48
3	009-450-013-000	$74.48	38	009-450-051-000	$74.48
4	009-450-014-000	$74.48	39	009-450-052-000	$74.48
5	009-450-015-000	$74.48	40	009-450-053-000	$74.48
6	009-450-016-000	$74.48	41	009-451-001-000	$74.48
7	009-450-017-000	$74.48	42	009-451-002-000	$74.48
8	009-450-018-000	$74.48	43	009-451-003-000	$74.48
9	009-450-019-000	$74.48	44	009-451-004-000	$74.48
10	009-450-020-000	$74.48	45	009-451-005-000	$74.48
11	009-450-021-000	$74.48	46	009-451-006-000	$74.48
12	009-450-022-000	$74.48	47	009-451-007-000	$74.48
13	009-450-023-000	$74.48	48	009-451-008-000	$74.48
14	009-450-024-000	$74.48	49	009-451-009-000	$74.48
15	009-450-025-000	$74.48	50	009-451-010-000	$74.48
16	009-450-026-000	$74.48	51	009-451-011-000	$74.48
17	009-450-027-000	$74.48	52	009-451-012-000	$74.48
18	009-450-028-000	$74.48	53	009-451-013-000	$74.48
19	009-450-029-000	$74.48	54	009-451-014-000	$74.48
20	009-450-030-000	$74.48	55	009-451-015-000	$74.48
21	009-450-031-000	$74.48	56	009-451-016-000	$74.48
22	009-450-032-000	$74.48	57	009-451-017-000	$74.48
23	009-450-033-000	$74.48	58	009-451-018-000	$74.48
24	009-450-034-000	$74.48	59	009-451-019-000	$74.48
25	009-450-035-000	$74.48	60	009-451-020-000	$74.48
26	009-450-036-000	$74.48	61	009-451-021-000	$74.48
27	009-450-037-000	$74.48	62	009-451-022-000	$74.48
28	009-450-038-000	$74.48	63	009-451-023-000	$74.48
29	009-450-039-000	$74.48	64	009-451-024-000	$74.48
30	009-450-040-000	$74.48	65	009-451-025-000	$74.48
31	009-450-044-000	$74.48	66	009-451-026-000	$74.48
32	009-450-045-000	$74.48	67	009-451-027-000	$74.48
33	009-450-046-000	$74.48	68	009-451-028-000	$74.48
34	009-450-047-000	$74.48	69	009-451-029-000	$74.48
35	009-450-048-000	$74.48	70	009-451-030-000	$74.48

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-451-031-000	$74.48			
72	009-451-032-000	$74.48			
73	009-451-033-000	$74.48			
74	009-520-001-000	$74.48			
75	009-520-002-000	$74.48			
76	009-520-003-000	$74.48			
77	009-520-004-000	$74.48			
78	009-520-005-000	$74.48			
79	009-520-006-000	$74.48			
80	009-520-007-000	$74.48			
81	009-520-008-000	$74.48			
82	009-520-009-000	$74.48			
83	009-520-010-000	$74.48			
84	009-520-011-000	$74.48			
85	009-520-012-000	$74.48			
86	009-520-013-000	$74.48			
87	009-520-014-000	$74.48			
88	009-520-015-000	$74.48			
89	009-520-016-000	$74.48			
90	009-520-017-000	$74.48			
91	009-520-018-000	$74.48			
92	009-520-019-000	$74.48			
93	009-520-020-000	$74.48			
94	009-520-021-000	$74.48			
95	009-520-022-000	$74.48			
96	009-520-023-000	$74.48			
97	009-520-024-000	$74.48			
98	009-520-025-000	$74.48			
	Total	$7,298.62			

CITY OF MADERA

ZONE 17B

.

2016-2017

1.	BEGINNING FUND BALANCE			$	1,140.65
2.	LANDSCAPE MAINTENANCE COSTS	$	1,062.03		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	444.46		
	b. ENGINEERING ADMINISTRATION	$	297.33		
	c. LEGAL ADMINISTRATION	$	24.05		
	d. FINANCE ADMINISTRATION	$	64.53		
	e. TREE TRIMMING	$	1,193.00		
	f. GAS & UTILITIES	$	48.84		
	g. EQUIPMENT	$	60.56		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	121.93		
			TOTAL COSTS:	$	3,316.72
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,563.61
5.	TOTAL ASSESSMENT			$	3,739.36
6.	AVERAGE ASSESSMENT PER PARCEL				116.87

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17B - CAPISTRANO X, PHASE 3

TOTAL ASSESSMENT:
$3,739.36

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-470-001-000	$116.86			
2	009-470-002-000	$116.86			
3	009-470-003-000	$116.86			
4	009-470-004-000	$116.86			
5	009-470-005-000	$116.86			
6	009-470-006-000	$116.86			
7	009-470-007-000	$116.86			
8	009-470-008-000	$116.86			
9	009-470-009-000	$116.86			
10	009-470-010-000	$116.86			
11	009-470-011-000	$116.86			
12	009-470-012-000	$116.86			
13	009-470-013-000	$116.86			
14	009-470-014-000	$116.86			
15	009-470-015-000	$116.86			
16	009-470-016-000	$116.86			
17	009-470-017-000	$116.86			
18	009-470-018-000	$116.86			
19	009-470-019-000	$116.86			
20	009-470-020-000	$116.86			
21	009-470-021-000	$116.86			
22	009-470-022-000	$116.86			
23	009-470-023-000	$116.86			
24	009-470-024-000	$116.86			
25	009-470-025-000	$116.86			
26	009-470-026-000	$116.86			
27	009-470-027-000	$116.86			
28	009-470-028-000	$116.86			
29	009-470-029-000	$116.86			
30	009-470-030-000	$116.86			
31	009-470-031-000	$116.86			
32	009-470-032-000	$116.86			
	TOTAL	$3,739.36			

CITY OF MADERA

ZONE 17C

.

2016-2017

1.	BEGINNING FUND BALANCE			$	1,478.83
2.	LANDSCAPE MAINTENANCE COSTS	$	1,148.17		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	777.80		
	b. ENGINEERING ADMINISTRATION	$	319.62		
	c. LEGAL ADMINISTRATION	$	25.85		
	d. FINANCE ADMINISTRATION	$	69.36		
	e. TREE TRIMMING	$	540.00		
	f. GAS & UTILITIES	$	125.60		
	g. EQUIPMENT	$	65.47		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	131.82		
			TOTAL COSTS:	$	3,203.69
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,982.53
5.	TOTAL ASSESSMENT			$	3,707.75
6.	AVERAGE ASSESSMENT PER PARCEL				105.93

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17C - CAPISTRANO X, PHASE 4

TOTAL ASSESSMENT:
$3,707.75

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-480-001-000	$105.94			
2	009-480-002-000	$105.94			
3	009-480-003-000	$105.94			
4	009-480-004-000	$105.94			
5	009-480-005-000	$105.94			
6	009-480-006-000	$105.94			
7	009-480-007-000	$105.94			
8	009-480-008-000	$105.94			
9	009-480-009-000	$105.94			
10	009-480-010-000	$105.94			
11	009-480-011-000	$105.94			
12	009-480-012-000	$105.94			
13	009-480-013-000	$105.94			
14	009-480-014-000	$105.94			
15	009-480-015-000	$105.94			
16	009-480-016-000	$105.94			
17	009-480-017-000	$105.94			
18	009-480-018-000	$105.94			
19	009-480-019-000	$105.94			
20	009-480-020-000	$105.94			
21	009-480-021-000	$105.94			
22	009-480-022-000	$105.94			
23	009-480-023-000	$105.94			
24	009-480-024-000	$105.94			
25	009-480-025-000	$105.94			
26	009-480-026-000	$105.94			
27	009-480-027-000	$105.94			
28	009-480-028-000	$105.94			
29	009-480-029-000	$105.94			
30	009-480-030-000	$105.94			
31	009-480-031-000	$105.94			
32	009-480-032-000	$105.94			
33	009-480-033-000	$105.94			
34	009-480-034-000	$105.94			
35	009-480-035-000	$105.94			
	TOTAL	$3,707.75			

CITY OF MADERA

ZONE 17D

.

2016-2017

1.	BEGINNING FUND BALANCE			$	1,728.45
2.	LANDSCAPE MAINTENANCE COSTS	$	640.76		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	777.80		
	b. ENGINEERING ADMINISTRATION	$	393.92		
	c. LEGAL ADMINISTRATION	$	31.86		
	d. FINANCE ADMINISTRATION	$	85.49		
	e. TREE TRIMMING	$	698.00		
	f. GAS & UTILITIES	$	48.84		
	g. EQUIPMENT	$	36.54		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	73.56		
			TOTAL COSTS:	$	2,786.77
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				601.73
5.	TOTAL ASSESSMENT			$	1,660.05
6.	AVERAGE ASSESSMENT PER PARCEL				36.89

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17D - CAPISTRANO XI, PHASE 1

TOTAL ASSESSMENT:
$1,660.05

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-490-001-000	$36.89	36	009-490-040-000	$36.89
2	009-490-002-000	$36.89	37	009-490-041-000	$36.89
3	009-490-003-000	$36.89	38	009-490-042-000	$36.89
4	009-490-004-000	$36.89	39	009-490-043-000	$36.89
5	009-490-005-000	$36.89	40	009-490-044-000	$36.89
6	009-490-006-000	$36.89	41	009-490-045-000	$36.89
7	009-490-063-000	$36.89	42	009-490-058-000	$36.89
8	009-490-009-000	$36.89	43	009-490-048-000	$36.89
9	009-490-010-000	$36.89	44	009-490-049-000	$36.89
10	009-490-011-000	$36.89	45	009-490-050-000	$36.89
11	009-490-012-000	$36.89		TOTAL	$1,660.05
12	009-490-013-000	$36.89			
13	009-490-014-000	$36.89			
14	009-490-015-000	$36.89			
15	009-490-016-000	$36.89			
16	009-490-057-000	$36.89			
17	009-490-019-000	$36.89			
18	009-490-020-000	$36.89			
19	009-490-021-000	$36.89			
20	009-490-022-000	$36.89			
21	009-490-023-000	$36.89			
22	009-490-024-000	$36.89			
23	009-490-025-000	$36.89			
24	009-490-026-000	$36.89			
25	009-490-060-000	$36.89			
26	009-490-059-000	$36.89			
27	009-490-031-000	$36.89			
28	009-490-032-000	$36.89			
29	009-490-033-000	$36.89			
30	009-490-034-000	$36.89			
31	009-490-035-000	$36.89			
32	009-490-036-000	$36.89			
33	009-490-037-000	$36.89			
34	009-490-038-000	$36.89			
35	009-490-039-000	$36.89			

CITY OF MADERA

ZONE 18

.

2016-2017

1.	BEGINNING FUND BALANCE			$	(5,714.58)
2.	LANDSCAPE MAINTENANCE COSTS	$	7,830.71		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,222.26		
	b. ENGINEERING ADMINISTRATION	$	460.80		
	c. LEGAL ADMINISTRATION	$	37.27		
	d. FINANCE ADMINISTRATION	$	100.00		
	e. TREE TRIMMING	$	923.00		
	f. GAS & UTILITIES	$	256.48		
	g. EQUIPMENT	$	446.50		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	899.00		
			TOTAL COSTS:	$	12,176.03
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(13,755.61)
5.	TOTAL ASSESSMENT			$	4,134.46
6.	AVERAGE ASSESSMENT PER PARCEL				76.57

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 18 - LINCOLN PLACE, PHASE 1, 2, & 3

TOTAL ASSESSMENT:
$4,134.46

Assessment Number	Assessor's Parcel Number	Assessment
1	006-451-001-000	$76.56
2	006-451-002-000	$76.56
3	006-451-003-000	$76.56
4	006-451-004-000	$76.56
5	006-451-005-000	$76.56
6	006-451-006-000	$76.56
7	006-451-007-000	$76.56
8	006-451-008-000	$76.56
9	006-451-009-000	$76.56
10	006-451-010-000	$76.56
11	006-451-011-000	$76.56
12	006-451-012-000	$76.56
13	006-451-013-000	$76.56
14	006-451-014-000	$76.56
15	006-451-015-000	$76.56
16	006-451-016-000	$76.56
17	006-451-017-000	$76.56
18	006-451-018-000	$76.56
19	006-452-001-000	$76.56
20	006-452-002-000	$76.56
21	006-452-003-000	$76.56
22	006-452-004-000	$76.56
23	006-452-005-000	$76.56
24	006-452-006-000	$76.56
25	006-452-007-000	$76.56
26	006-452-008-000	$76.56
27	006-452-009-000	$76.56
28	006-452-010-000	$76.56
29	006-452-011-000	$76.56
30	006-452-012-000	$76.56
31	006-452-013-000	$76.56
32	006-452-014-000	$76.56
33	006-452-015-000	$76.56
34	006-452-016-000	$76.56
35	006-452-017-000	$76.56
36	006-452-018-000	$76.56
37	006-453-001-000	$76.56
38	006-453-002-000	$76.56
39	006-453-003-000	$76.56
40	006-453-004-000	$76.56
41	006-453-005-000	$76.56
42	006-453-006-000	$76.56
43	006-453-007-000	$76.56
44	006-453-008-000	$76.56
45	006-453-009-000	$76.56
46	006-453-010-000	$76.56
47	006-453-011-000	$76.56
48	006-453-012-000	$76.56
49	006-453-013-000	$76.56
50	006-453-014-000	$76.56
51	006-453-015-000	$76.56
52	006-453-016-000	$76.56
53	006-453-017-000	$76.56
54	006-453-018-000	$76.56
	TOTAL	$4,134.46

CITY OF MADERA

ZONE 20A

.

2016-2017

1.	BEGINNING FUND BALANCE				$	329.05
2.	LANDSCAPE MAINTENANCE COSTS		$	693.86		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	111.11		
	b.	ENGINEERING ADMINISTRATION	$	312.19		
	c.	LEGAL ADMINISTRATION	$	25.25		
	d.	FINANCE ADMINISTRATION	$	67.75		
	e.	TREE TRIMMING	$	68.00		
	f.	GAS & UTILITIES	$	19.18		
	g.	EQUIPMENT	$	39.56		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	79.66		
				TOTAL COSTS:	$	1,416.56
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					233.08
5.	TOTAL ASSESSMENT				$	1,320.93
6.	AVERAGE ASSESSMENT PER PARCEL					38.84

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20A - LA JOLLA ESTATES, PHASE 1

TOTAL ASSESSMENT:
$1,320.93

Assessment Number	Assessor's Parcel Number	Assessment
1	005-250-001-000	$51.80
	005-250-002-000	$25.90
2	005-250-003-000	$51.80
	005-250-004-000	$25.90
3	005-250-005-000	$51.80
	005-250-006-000	$25.90
4	005-250-007-000	$51.80
	005-250-008-000	$25.90
5	005-250-009-000	$51.80
	005-250-010-000	$25.90
6	005-250-011-000	$51.80
	005-250-012-000	$25.90
7	005-250-013-000	$51.80
	005-250-014-000	$25.90
8	005-250-015-000	$51.80
	005-250-016-000	$25.90
9	005-250-017-000	$51.80
	005-250-018-000	$25.90
10	005-250-019-000	$51.80
	005-250-020-000	$25.90
11	005-250-021-000	$51.80
	005-250-022-000	$25.90
12	005-250-023-000	$51.80
	005-250-024-000	$25.90
13	005-250-025-000	$51.80
	005-250-026-000	$25.90
14	005-250-027-000	$51.80
	005-250-028-000	$25.90
15	005-250-029-000	$51.80
	005-250-030-000	$25.90
16	005-250-031-000	$51.80
	005-250-032-000	$25.90
17	005-250-033-000	$51.80
	005-250-034-000	$25.90
	TOTAL	$1,320.93

CITY OF MADERA

ZONE 20B

.

2016-2017

1.	BEGINNING FUND BALANCE				$	143.46
2.	LANDSCAPE MAINTENANCE COSTS		$	587.37		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	67.78		
	b.	ENGINEERING ADMINISTRATION	$	176.84		
	c.	LEGAL ADMINISTRATION	$	14.30		
	d.	FINANCE ADMINISTRATION	$	38.38		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	46.53		
	g.	EQUIPMENT	$	54.90		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	67.43		
				TOTAL COSTS:	$	1,053.54
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(910.08)
5.	TOTAL ASSESSMENT				$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL					0.00

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20B - LA JOLLA ESTATES, PHASE 2

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-250-038-000	$0.00			
2	005-250-039-000	$0.00			
3	005-250-040-000	$0.00			
4	005-250-041-000	$0.00			
5	005-250-042-000	$0.00			
6	005-250-043-000	$0.00			
7	005-250-044-000	$0.00			
8	005-250-045-000	$0.00			
9	005-250-046-000	$0.00			
10	005-250-047-000	$0.00			
11	005-250-048-000	$0.00			
12	005-250-049-000	$0.00			
13	005-250-050-000	$0.00			
14	005-250-051-000	$0.00			
15	005-250-052-000	$0.00			
16	005-250-053-000	$0.00			
17	005-250-054-000	$0.00			
18	005-250-055-000	$0.00			
19	005-250-056-000	$0.00			
20	005-250-057-000	$0.00			
21	005-250-058-000	$0.00			
22	005-250-059-000	$0.00			
23	005-250-060-000	$0.00			
24	005-250-061-000	$0.00			
25	005-250-062-000	$0.00			
26	005-250-063-000	$0.00			
27	005-250-064-000	$0.00			
28	005-250-065-000	$0.00			
29	005-250-066-000	$0.00			
30	005-250-067-000	$0.00			
31	005-250-068-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 20C

.

2016-2017

1.	BEGINNING FUND BALANCE			$	243.34
2.	LANDSCAPE MAINTENANCE COSTS	$	637.22		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	111.11		
	b. ENGINEERING ADMINISTRATION	$	178.44		
	c. LEGAL ADMINISTRATION	$	14.43		
	d. FINANCE ADMINISTRATION	$	38.73		
	e. TREE TRIMMING	$	68.00		
	f. GAS & UTILITIES	$	16.60		
	g. EQUIPMENT	$	36.33		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	73.16		
			TOTAL COSTS:	$	1,174.02
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(298.29)
5.	TOTAL ASSESSMENT			$	632.24
6.	AVERAGE ASSESSMENT PER PARCEL				39.53

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20C - LA JOLLA ESTATES, PHASE 3

TOTAL ASSESSMENT:
$632.24

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-250-071-000	$39.52			
2	005-250-072-000	$39.52			
3	005-250-073-000	$39.52			
4	005-250-074-000	$39.52			
5	005-250-075-000	$39.52			
6	005-250-076-000	$39.52			
7	005-250-077-000	$39.52			
8	005-250-078-000	$39.52			
9	005-250-079-000	$39.52			
10	005-250-080-000	$39.52			
11	005-250-081-000	$39.52			
12	005-250-082-000	$39.52			
13	005-250-083-000	$39.52			
14	005-250-084-000	$39.52			
15	005-250-085-000	$39.52			
16	005-250-086-000	$39.52			
	TOTAL	$632.24			

CITY OF MADERA

ZONE 21

.

2016-2017

1.	BEGINNING FUND BALANCE				$	198.88
2.	LANDSCAPE MAINTENANCE COSTS		$	0.00		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	0.00		
	b.	ENGINEERING ADMINISTRATION	$	0.00		
	c.	LEGAL ADMINISTRATION	$	0.00		
	d.	FINANCE ADMINISTRATION	$	0.00		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	0.00		
	g.	EQUIPMENT	$	247.07		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
				TOTAL COSTS:	$	247.07
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(48.19)
5.	TOTAL ASSESSMENT				$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL					0.00

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21A - HOME RANCH PHASE I

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-510-001-000	$0.00	36	006-510-057-000	$0.00
2	006-510-002-000	$0.00	37	006-510-058-000	$0.00
3	006-510-003-000	$0.00	38	006-510-059-000	$0.00
4	006-510-004-000	$0.00	39	006-510-060-000	$0.00
5	006-510-005-000	$0.00	40	006-510-061-000	$0.00
6	006-510-006-000	$0.00	41	006-510-062-000	$0.00
7	006-510-007-000	$0.00	42	006-510-063-000	$0.00
8	006-510-008-000	$0.00	43	006-510-064-000	$0.00
9	006-510-009-000	$0.00	44	006-510-065-000	$0.00
10	006-510-010-000	$0.00			
				TOTAL	$0.00
11	006-510-011-000	$0.00			
12	006-510-012-000	$0.00			
13	006-510-013-000	$0.00			
14	006-510-014-000	$0.00			
15	006-510-015-000	$0.00			
16	006-510-016-000	$0.00			
17	006-510-017-000	$0.00			
18	006-510-018-000	$0.00			
19	006-510-019-000	$0.00			
20	006-510-022-000	$0.00			
21	006-510-023-000	$0.00			
22	006-510-024-000	$0.00			
23	006-510-025-000	$0.00			
24	006-510-044-000	$0.00			
25	006-510-045-000	$0.00			
26	006-510-047-000	$0.00			
27	006-510-048-000	$0.00			
28	006-510-049-000	$0.00			
29	006-510-050-000	$0.00			
30	006-510-051-000	$0.00			
31	006-510-052-000	$0.00			
32	006-510-053-000	$0.00			
33	006-510-054-000	$0.00			
34	006-510-055-000	$0.00			
35	006-510-056-000	$0.00			

CITY OF MADERA

ZONE 21B

.

2016-2017

1.	BEGINNING FUND BALANCE			$	999.44
2.	LANDSCAPE MAINTENANCE COSTS	$	1,276.80		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	666.69		
	b. ENGINEERING ADMINISTRATION	$	594.54		
	c. LEGAL ADMINISTRATION	$	48.09		
	d. FINANCE ADMINISTRATION	$	129.03		
	e. TREE TRIMMING	$	293.00		
	f. GAS & UTILITIES	$	116.71		
	g. EQUIPMENT	$	72.80		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	146.58		
			TOTAL COSTS:	$	3,344.24
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,233.34
5.	TOTAL ASSESSMENT			$	3,578.57
6.	AVERAGE ASSESSMENT PER PARCEL				49.70

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21B - HOME RANCH PHASE II

TOTAL ASSESSMENT:
$3,578.57

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-510-061-000	$45.04	36	006-520-035-000	$45.04
2	006-510-062-000	$45.04	37	006-520-083-000	$99.44
3	006-510-063-000	$45.04	38	006-520-038-000	$45.04
4	006-520-086-000	$45.04	39	006-520-085-000	$99.44
5	006-520-087-000	$45.04	40	006-520-041-000	$45.04
6	006-520-003-000	$45.04	41	006-520-042-000	$45.04
7	006-520-004-000	$45.04	42	006-520-043-000	$45.04
8	006-520-005-000	$45.04	43	006-520-044-000	$45.04
9	006-520-006-000	$45.04	44	006-520-084-000	$99.44
10	006-520-007-000	$45.04	45	006-520-047-000	$45.04
11	006-520-008-000	$45.04	46	006-520-048-000	$45.04
12	006-520-009-000	$45.04	47	006-520-049-000	$45.04
13	006-520-010-000	$45.04	48	006-520-050-000	$45.04
14	006-520-011-000	$45.04	49	006-520-051-000	$45.04
15	006-520-012-000	$45.04	50	006-520-052-000	$45.04
16	006-520-013-000	$45.04	51	006-520-053-000	$45.04
17	006-520-014-000	$45.04	52	006-520-054-000	$45.04
18	006-520-015-000	$45.04	53	006-520-055-000	$45.04
19	006-520-016-000	$45.04	54	006-520-056-000	$45.04
20	006-520-017-000	$45.04	55	006-520-057-000	$45.04
21	006-520-018-000	$45.04	56	006-520-058-000	$45.04
22	006-520-019-000	$45.04	57	006-520-059-000	$45.04
23	006-520-020-000	$45.04	58	006-520-060-000	$45.04
24	006-520-021-000	$45.04	59	006-520-061-000	$45.04
25	006-520-022-000	$45.04	60	006-520-062-000	$45.04
26	006-520-023-000	$45.04	61	006-520-080-000	$66.28
27	006-520-024-000	$45.04	62	006-520-081-000	$66.28
28	006-520-025-000	$45.04	63	006-520-082-000	$66.28
29	006-520-027-000	$45.04	64	006-520-067-000	$45.04
30	006-520-026-000	$45.04	65	006-520-068-000	$45.04
31	006-520-079-000	$99.44	66	006-520-069-000	$45.04
32	006-520-030-000	$45.04	67	006-520-070-000	$45.04
33	006-520-077-000	$99.44	68	006-520-071-000	$45.04
34	006-520-033-000	$45.04	69	006-520-072-000	$45.04
35	006-520-034-000	$45.04	70	006-520-073-000	$45.04
71	006-520-074-000	$45.04			
72	006-520-075-000	$45.04			
	TOTAL	$3,578.57			

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21B - HOME RANCH PHASE II

TOTAL ASSESSMENT:
$1,606.56

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-510-061-000	$20.22	36	006-520-035-000	$20.22
2	006-510-062-000	$20.22	37	006-520-083-000	$44.64
3	006-510-063-000	$20.22	38	006-520-038-000	$20.22
4	006-520-001-000	$20.22	39	006-520-085-000	$44.64
5	006-520-002-000	$20.22	40	006-520-041-000	$20.22
6	006-520-003-000	$20.22	41	006-520-042-000	$20.22
7	006-520-004-000	$20.22	42	006-520-043-000	$20.22
8	006-520-005-000	$20.22	43	006-520-044-000	$20.22
9	006-520-006-000	$20.22	44	006-520-084-000	$44.64
10	006-520-007-000	$20.22	45	006-520-047-000	$20.22
11	006-520-008-000	$20.22	46	006-520-048-000	$20.22
12	006-520-009-000	$20.22	47	006-520-049-000	$20.22
13	006-520-010-000	$20.22	48	006-520-050-000	$20.22
14	006-520-011-000	$20.22	49	006-520-051-000	$20.22
15	006-520-012-000	$20.22	50	006-520-052-000	$20.22
16	006-520-013-000	$20.22	51	006-520-053-000	$20.22
17	006-520-014-000	$20.22	52	006-520-054-000	$20.22
18	006-520-015-000	$20.22	53	006-520-055-000	$20.22
19	006-520-016-000	$20.22	54	006-520-056-000	$20.22
20	006-520-017-000	$20.22	55	006-520-057-000	$20.22
21	006-520-018-000	$20.22	56	006-520-058-000	$20.22
22	006-520-019-000	$20.22	57	006-520-059-000	$20.22
23	006-520-020-000	$20.22	58	006-520-060-000	$20.22
24	006-520-021-000	$20.22	59	006-520-061-000	$20.22
25	006-520-022-000	$20.22	60	006-520-062-000	$20.22
26	006-520-023-000	$20.22	61	006-520-080-000	$29.76
27	006-520-024-000	$20.22	62	006-520-081-000	$29.76
28	006-520-025-000	$20.22	63	006-520-082-000	$29.76
29	006-520-027-000	$20.22	64	006-520-067-000	$20.22
30	006-520-026-000	$20.22	65	006-520-068-000	$20.22
31	006-520-079-000	$44.64	66	006-520-069-000	$20.22
32	006-520-030-000	$20.22	67	006-520-070-000	$20.22
33	006-520-077-000	$44.64	68	006-520-071-000	$20.22
34	006-520-033-000	$20.22	69	006-520-072-000	$20.22
35	006-520-034-000	$20.22	70	006-520-073-000	$20.22
71	006-520-074-000	$20.22			
72	006-520-075-000	$20.22			
	TOTAL	$1,606.56			

CITY OF MADERA

ZONE 21C

.

2016-2017

1.	BEGINNING FUND BALANCE			$	49,138.46
2.	LANDSCAPE MAINTENANCE COSTS	$	5,613.43		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,222.26		
	b. ENGINEERING ADMINISTRATION	$	698.57		
	c. LEGAL ADMINISTRATION	$	56.50		
	d. FINANCE ADMINISTRATION	$	151.61		
	e. TREE TRIMMING	$	765.00		
	f. GAS & UTILITIES	$	537.22		
	g. EQUIPMENT	$	320.07		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	644.45		
			TOTAL COSTS:	$	10,009.11
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				39,129.35
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21C - HOME RANCH PHASE III

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-562-001-000	$0.00	36	006-562-020-000	$0.00
2	006-562-002-000	$0.00	37	006-562-062-000	$0.00
3	006-562-003-000	$0.00	38	006-562-060-000	$0.00
4	006-562-063-000	$0.00	39	006-562-059-000	$0.00
5	006-561-001-000	$0.00	40	006-562-058-000	$0.00
6	006-561-002-000	$0.00	41	006-562-057-000	$0.00
7	006-561-003-000	$0.00	42	006-561-020-000	$0.00
8	006-561-004-000	$0.00	43	006-561-021-000	$0.00
9	006-561-005-000	$0.00	44	006-561-022-000	$0.00
10	006-561-006-000	$0.00	45	006-561-023-000	$0.00
11	006-561-007-000	$0.00	46	006-561-024-000	$0.00
12	006-561-008-000	$0.00	47	006-561-025-000	$0.00
13	006-561-009-000	$0.00	48	006-561-026-000	$0.00
14	006-561-010-000	$0.00	49	006-561-027-000	$0.00
15	006-561-011-000	$0.00	50	006-561-028-000	$0.00
16	006-561-012-000	$0.00	51	006-561-029-000	$0.00
17	006-561-013-000	$0.00	52	006-561-030-000	$0.00
18	006-561-014-000	$0.00	53	006-561-031-000	$0.00
19	006-561-015-000	$0.00	54	006-561-032-000	$0.00
20	006-562-006-000	$0.00	55	006-561-033-000	$0.00
21	006-562-007-000	$0.00	56	006-561-034-000	$0.00
22	006-562-008-000	$0.00	57	006-561-035-000	$0.00
23	006-562-009-000	$0.00	58	006-561-036-000	$0.00
24	006-562-010-000	$0.00	59	006-561-037-000	$0.00
25	006-562-011-000	$0.00	60	006-561-038-000	$0.00
26	006-562-012-000	$0.00	61	006-561-039-000	$0.00
27	006-562-013-000	$0.00	62	006-561-040-000	$0.00
28	006-562-064-000	$0.00	63	006-561-041-000	$0.00
29	006-561-043-000	$0.00	64	006-562-028-000	$0.00
30	006-561-018-000	$0.00	65	006-562-029-000	$0.00
31	006-561-019-000	$0.00	66	006-562-030-000	$0.00
32	006-562-016-000	$0.00	67	006-562-031-000	$0.00
33	006-562-017-000	$0.00	68	006-562-032-000	$0.00
34	006-562-018-000	$0.00	69	006-562-033-000	$0.00
35	006-562-019-000	$0.00	70	006-562-034-000	$0.00
71	006-562-035-000	$0.00			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
72	006-562-036-000	$0.00			
73	006-562-037-000	$0.00			
74	006-562-038-000	$0.00			
75	006-562-039-000	$0.00			
76	006-562-040-000	$0.00			
77	006-562-041-000	$0.00			
78	006-562-042-000	$0.00			
79	006-562-043-000	$0.00			
80	006-562-044-000	$0.00			
81	006-562-045-000	$0.00			
82	006-562-046-000	$0.00			
83	006-562-047-000	$0.00			
84	006-562-048-000	$0.00			
85	006-562-049-000	$0.00			
86	006-562-061-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 21D

.

2016-2017

1.	BEGINNING FUND BALANCE			$	26,405.43
2.	LANDSCAPE MAINTENANCE COSTS	$	2,810.84		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,222.26		
	b. ENGINEERING ADMINISTRATION	$	460.80		
	c. LEGAL ADMINISTRATION	$	37.27		
	d. FINANCE ADMINISTRATION	$	100.00		
	e. TREE TRIMMING	$	833.00		
	f. GAS & UTILITIES	$	264.00		
	g. EQUIPMENT	$	160.27		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	322.70		
			TOTAL COSTS:	$	6,211.14
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				20,194.29
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21D - HOME RANCH PHASE IV

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-511-001-000	$0.00	36	006-511-036-000	$0.00
2	006-511-002-000	$0.00	37	006-511-037-000	$0.00
3	006-511-003-000	$0.00	38	006-511-038-000	$0.00
4	006-511-004-000	$0.00	39	006-511-039-000	$0.00
5	006-511-005-000	$0.00	40	006-511-040-000	$0.00
6	006-511-006-000	$0.00	41	006-511-041-000	$0.00
7	006-511-007-000	$0.00	42	006-511-042-000	$0.00
8	006-511-008-000	$0.00	43	006-511-043-000	$0.00
9	006-511-009-000	$0.00	44	006-511-044-000	$0.00
10	006-511-010-000	$0.00	45	006-511-045-000	$0.00
11	006-511-011-000	$0.00	46	006-511-046-000	$0.00
12	006-511-012-000	$0.00	47	006-511-047-000	$0.00
13	006-511-013-000	$0.00	48	006-511-048-000	$0.00
14	006-511-014-000	$0.00	49	006-511-049-000	$0.00
15	006-511-015-000	$0.00	50	006-511-050-000	$0.00
16	006-511-016-000	$0.00	51	006-511-051-000	$0.00
17	006-511-017-000	$0.00	52	006-511-052-000	$0.00
18	006-511-018-000	$0.00	53	006-511-053-000	$0.00
19	006-511-019-000	$0.00	54	006-511-054-000	$0.00
20	006-511-020-000	$0.00			
21	006-511-021-000	$0.00		TOTAL	$0.00
22	006-511-022-000	$0.00			
23	006-511-023-000	$0.00			
24	006-511-024-000	$0.00			
25	006-511-025-000	$0.00			
26	006-511-026-000	$0.00			
27	006-511-027-000	$0.00			
28	006-511-028-000	$0.00			
29	006-511-029-000	$0.00			
30	006-511-030-000	$0.00			
31	006-511-031-000	$0.00			
32	006-511-032-000	$0.00			
33	006-511-033-000	$0.00			
34	006-511-034-000	$0.00			
35	006-511-035-000	$0.00			

CITY OF MADERA

ZONE 23

.

2016-2017

1.	BEGINNING FUND BALANCE				$	0.00
2.	LANDSCAPE MAINTENANCE COSTS		$	0.00		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	0.00		
	b.	ENGINEERING ADMINISTRATION	$	0.00		
	c.	LEGAL ADMINISTRATION	$	0.00		
	d.	FINANCE ADMINISTRATION	$	0.00		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	10.09		
	g.	EQUIPMENT	$	40.37		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
				TOTAL COSTS:	$	50.46
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					271.69
5.	TOTAL ASSESSMENT				$	322.05
6.	AVERAGE ASSESSMENT PER PARCEL					35.79

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 23 - ELM ESTATES II

TOTAL ASSESSMENT:
$322.05

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-150-004-000	$35.78			
2	008-150-005-000	$35.78			
3	008-150-006-000	$35.78			
4	008-150-007-000	$35.78			
5	008-150-008-000	$35.78			
6	008-150-009-000	$35.78			
7	008-150-010-000	$35.78			
8	008-150-011-000	$35.78			
9	008-150-012-000	$35.78			
	TOTAL	$322.05			

CITY OF MADERA

ZONE 24

.

2016-2017

1.	BEGINNING FUND BALANCE			$	294.11
2.	LANDSCAPE MAINTENANCE COSTS	$	7,731.59		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	444.46		
	b. ENGINEERING ADMINISTRATION	$	416.21		
	c. LEGAL ADMINISTRATION	$	33.67		
	d. FINANCE ADMINISTRATION	$	90.33		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	739.76		
	g. EQUIPMENT	$	440.85		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	887.62		
			TOTAL COSTS:	$	10,784.49
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				984.13
5.	TOTAL ASSESSMENT			$	11,474.03
6.	AVERAGE ASSESSMENT PER PARCEL				239.05

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 24 - VISTA DEL SIERRA (RDA)

TOTAL ASSESSMENT:
$11,474.03

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-120-003-000	$239.04	36	008-120-038-000	$239.04
2	008-120-004-000	$239.04	37	008-120-039-000	$239.04
3	008-120-005-000	$239.04	38	008-120-040-000	$239.04
4	008-120-006-000	$239.04	39	008-120-041-000	$239.04
5	008-120-007-000	$239.04	40	008-120-042-000	$239.04
6	008-120-008-000	$239.04	41	008-120-043-000	$239.04
7	008-120-009-000	$239.04	42	008-120-044-000	$239.04
8	008-120-010-000	$239.04	43	008-120-045-000	$239.04
9	008-120-011-000	$239.04	44	008-120-046-000	$239.04
10	008-120-012-000	$239.04	45	008-120-047-000	$239.04
11	008-120-013-000	$239.04	46	008-120-048-000	$239.04
12	008-120-014-000	$239.04	47	008-120-049-000	$239.04
13	008-120-015-000	$239.04	48	008-120-050-000	$239.04
14	008-120-016-000	$239.04			
15	008-120-017-000	$239.04			$11,474.03
16	008-120-018-000	$239.04			
17	008-120-019-000	$239.04			
18	008-120-020-000	$239.04			
19	008-120-021-000	$239.04			
20	008-120-022-000	$239.04			
21	008-120-023-000	$239.04			
22	008-120-024-000	$239.04			
23	008-120-025-000	$239.04			
24	008-120-026-000	$239.04			
25	008-120-027-000	$239.04			
26	008-120-028-000	$239.04			
27	008-120-029-000	$239.04			
28	008-120-030-000	$239.04			
29	008-120-031-000	$239.04			
30	008-120-032-000	$239.04			
31	008-120-033-000	$239.04			
32	008-120-034-000	$239.04			
33	008-120-035-000	$239.04			
34	008-120-036-000	$239.04			
35	008-120-037-000	$239.04			

CITY OF MADERA

ZONE 25C

2016-2017

+	BEGINNING FUND BALANCE				$	(462.70)
2.	LANDSCAPE MAINTENANCE COSTS	$	715.38			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	320.01			
	b. ENGINEERING ADMINISTRATION	$	178.38			
	c. LEGAL ADMINISTRATION	$	14.43			
	d. FINANCE ADMINISTRATION	$	38.71			
	e. TREE TRIMMING	$	0.00			
	f. GAS & UTILITIES	$	137.45			
	g. EQUIPMENT	$	84.98			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	82.13			
				TOTAL COSTS:	$	1,571.48
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(503.97)
5.	TOTAL ASSESSMENT				$	1,529.79
6	AVERAGE ASSESSMENT PER PARCEL					36.43

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 25C - COTTONWOOD PHASE III

TOTAL ASSESSMENT:
$1,529.79

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-570-001-000	$36.42	36	006-570-036-000	$36.42
2	006-570-002-000	$36.42	37	006-570-037-000	$36.42
3	006-570-003-000	$36.42	38	006-570-038-000	$36.42
4	006-570-004-000	$36.42	39	006-570-039-000	$36.42
5	006-570-005-000	$36.42	40	006-570-040-000	$36.42
6	006-570-006-000	$36.42	41	006-570-041-000	$36.42
7	006-570-007-000	$36.42	42	006-570-042-000	$36.42
8	006-570-008-000	$36.42			
9	006-570-009-000	$36.42			$1,529.79
10	006-570-010-000	$36.42			
11	006-570-011-000	$36.42			
12	006-570-012-000	$36.42			
13	006-570-013-000	$36.42			
14	006-570-014-000	$36.42			
15	006-570-015-000	$36.42			
16	006-570-016-000	$36.42			
17	006-570-017-000	$36.42			
18	006-570-018-000	$36.42			
19	006-570-019-000	$36.42			
20	006-570-020-000	$36.42			
21	006-570-021-000	$36.42			
22	006-570-022-000	$36.42			
23	006-570-023-000	$36.42			
24	006-570-024-000	$36.42			
25	006-570-025-000	$36.42			
26	006-570-026-000	$36.42			
27	006-570-027-000	$36.42			
28	006-570-028-000	$36.42			
29	006-570-029-000	$36.42			
30	006-570-030-000	$36.42			
31	006-570-031-000	$36.42			
32	006-570-032-000	$36.42			
33	006-570-033-000	$36.42			
34	006-570-034-000	$36.42			
35	006-570-035-000	$36.42			

CITY OF MADERA

ZONE 25D

2016-2017

+	BEGINNING FUND BALANCE				$	300.43
2.	LANDSCAPE MAINTENANCE COSTS		$	1,044.33		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	666.69		
	b.	ENGINEERING ADMINISTRATION	$	349.34		
	c.	LEGAL ADMINISTRATION	$	28.26		
	d.	FINANCE ADMINISTRATION	$	75.82		
	e.	TREE TRIMMING	$	360.00		
	f.	GAS & UTILITIES	$	137.45		
	g.	EQUIPMENT	$	59.55		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	119.89		
				TOTAL COSTS:	$	2,841.32
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					548.14
5.	TOTAL ASSESSMENT				$	3,088.64
6.	AVERAGE ASSESSMENT PER PARCEL					79.21

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

Zone 25D - Cottonwood Esates Phase 4

TOTAL ASSESSMENT:
$3,088.64

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-580-001-000	$79.20	36	006-580-036-000	$79.20
2	006-580-002-000	$79.20	37	006-580-037-000	$79.20
3	006-580-003-000	$79.20	38	006-580-038-000	$79.20
4	006-580-004-000	$79.20	39	006-580-039-000	$79.20
5	006-580-005-000	$79.20			
				Total	$3,088.64
6	006-580-006-000	$79.20			
7	006-580-007-000	$79.20			
8	006-580-008-000	$79.20			
9	006-580-009-000	$79.20			
10	006-580-010-000	$79.20			
11	006-580-011-000	$79.20			
12	006-580-012-000	$79.20			
13	006-580-013-000	$79.20			
14	006-580-014-000	$79.20			
15	006-580-015-000	$79.20			
16	006-580-016-000	$79.20			
17	006-580-017-000	$79.20			
18	006-580-018-000	$79.20			
19	006-580-019-000	$79.20			
20	006-580-020-000	$79.20			
21	006-580-021-000	$79.20			
22	006-580-022-000	$79.20			
23	006-580-023-000	$79.20			
24	006-580-024-000	$79.20			
25	006-580-025-000	$79.20			
26	006-580-026-000	$79.20			
27	006-580-027-000	$79.20			
28	006-580-028-000	$79.20			
29	006-580-029-000	$79.20			
30	006-580-030-000	$79.20			
31	006-580-031-000	$79.20			
32	006-580-032-000	$79.20			
33	006-580-033-000	$79.20			
34	006-580-034-000	$79.20			
35	006-580-035-000	$79.20			

CITY OF MADERA

ZONE 26

2016-2017

1.	BEGINNING FUND BALANCE				$	14.33
2.	LANDSCAPE MAINTENANCE COSTS		$	150.18		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	148.34		
	b.	ENGINEERING ADMINISTRATION	$	284.41		
	c.	LEGAL ADMINISTRATION	$	23.00		
	d.	FINANCE ADMINISTRATION	$	61.72		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	22.02		
	g.	EQUIPMENT	$	19.24		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.24		
				TOTAL COSTS:	$	726.16
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					460.00
5.	TOTAL ASSESSMENT				$	1,171.84
6.	AVERAGE ASSESSMENT PER PARCEL					15.02

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26 - CORDOVA ESTATES PHASE I & II

TOTAL ASSESSMENT:
$1,171.84

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-260-001-000	$15.02	36	005-260-036-000	$15.02
2	005-260-002-000	$15.02	37	005-260-037-000	$15.02
3	005-260-003-000	$15.02	38	005-260-038-000	$15.02
4	005-260-004-000	$15.02	39	005-260-039-000	$15.02
5	005-260-005-000	$15.02	40	005-260-040-000	$15.02
6	005-260-006-000	$15.02	41	005-260-041-000	$15.02
7	005-260-007-000	$15.02	42	005-260-042-000	$15.02
8	005-260-008-000	$15.02	43	005-260-043-000	$15.02
9	005-260-009-000	$15.02	44	005-260-044-000	$15.02
10	005-260-010-000	$15.02	45	005-260-045-000	$15.02
11	005-260-011-000	$15.02	46	005-260-046-000	$15.02
12	005-260-012-000	$15.02	47	005-260-047-000	$15.02
13	005-260-013-000	$15.02	48	005-260-048-000	$15.02
14	005-260-014-000	$15.02	49	005-260-049-000	$15.02
15	005-260-015-000	$15.02	50	005-260-050-000	$15.02
16	005-260-016-000	$15.02	51	005-260-051-000	$15.02
17	005-260-017-000	$15.02	52	005-260-052-000	$15.02
18	005-260-018-000	$15.02	53	005-260-053-000	$15.02
19	005-260-019-000	$15.02	54	005-260-054-000	$15.02
20	005-260-020-000	$15.02	55	005-260-055-000	$15.02
21	005-260-021-000	$15.02	56	005-260-056-000	$15.02
22	005-260-022-000	$15.02	57	005-260-057-000	$15.02
23	005-260-023-000	$15.02	58	005-260-058-000	$15.02
24	005-260-024-000	$15.02	59	005-260-059-000	$15.02
25	005-260-025-000	$15.02	60	005-260-060-000	$15.02
26	005-260-026-000	$15.02	61	005-260-061-000	$15.02
27	005-260-027-000	$15.02	62	005-260-062-000	$15.02
28	005-260-028-000	$15.02	63	005-260-063-000	$15.02
29	005-260-029-000	$15.02	64	005-260-064-000	$15.02
30	005-260-030-000	$15.02	65	005-260-065-000	$15.02
31	005-260-031-000	$15.02	66	005-260-066-000	$15.02
32	005-260-032-000	$15.02	67	005-260-067-000	$15.02
33	005-260-033-000	$15.02	68	005-260-068-000	$15.02
34	005-260-034-000	$15.02	69	005-260-069-000	$15.02
35	005-260-035-000	$15.02	70	005-260-070-000	$15.02

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	005-260-071-000	$15.02			
72	005-260-072-000	$15.02			
73	005-260-073-000	$15.02			
74	005-260-074-000	$15.02			
75	005-260-075-000	$15.02			
76	005-260-076-000	$15.02			
77	005-260-077-000	$15.02			
78	005-260-078-000	$15.02			
	TOTAL	$1,171.84			

CITY OF MADERA

ZONE 26B

2016-2017

1.	BEGINNING FUND BALANCE			$	(287.57)
2.	LANDSCAPE MAINTENANCE COSTS	$	788.85		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	189.01		
	b. ENGINEERING ADMINISTRATION	$	290.76		
	c. LEGAL ADMINISTRATION	$	23.52		
	d. FINANCE ADMINISTRATION	$	63.10		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	58.91		
	g. EQUIPMENT	$	79.33		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	90.56		
			TOTAL COSTS:	$	1,584.03
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(348.26)
5.	TOTAL ASSESSMENT			$	1,522.74
6.	AVERAGE ASSESSMENT PER PARCEL				24.97

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26B - CORDOVA ESTATES PHASE III

TOTAL ASSESSMENT:
$1,522.74

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-240-003-000	$24.96	36	005-240-040-000	$24.96
2	005-240-004-000	$24.96	37	005-240-041-000	$24.96
3	005-240-005-000	$24.96	38	005-240-042-000	$24.96
4	005-240-006-000	$24.96	39	005-240-043-000	$24.96
5	005-240-007-000	$24.96	40	005-240-044-000	$24.96
6	005-240-008-000	$24.96	41	005-240-045-000	$24.96
7	005-240-009-000	$24.96	42	005-240-046-000	$24.96
8	005-240-010-000	$24.96	43	005-240-047-000	$24.96
9	005-240-011-000	$24.96	44	005-240-048-000	$24.96
10	005-240-012-000	$24.96	45	005-240-049-000	$24.96
11	005-240-013-000	$24.96	46	005-240-050-000	$24.96
12	005-240-016-000	$24.96	47	005-240-051-000	$24.96
13	005-240-017-000	$24.96	48	005-240-052-000	$24.96
14	005-240-018-000	$24.96	49	005-240-053-000	$24.96
15	005-240-019-000	$24.96	50	005-240-054-000	$24.96
16	005-240-020-000	$24.96	51	005-240-055-000	$24.96
17	005-240-021-000	$24.96	52	005-240-056-000	$24.96
18	005-240-022-000	$24.96	53	005-240-057-000	$24.96
19	005-240-023-000	$24.96	54	005-240-058-000	$24.96
20	005-240-024-000	$24.96	55	005-240-059-000	$24.96
21	005-240-025-000	$24.96	56	005-240-060-000	$24.96
22	005-240-026-000	$24.96	57	005-240-061-000	$24.96
23	005-240-027-000	$24.96	58	005-240-062-000	$24.96
24	005-240-028-000	$24.96	59	005-240-064-000	$24.96
25	005-240-029-000	$24.96	60	005-240-065-000	$24.96
26	005-240-030-000	$24.96	61	005-240-066-000	$24.96
27	005-240-031-000	$24.96			
28	005-240-032-000	$24.96		TOTAL	$1,522.74
29	005-240-033-000	$24.96			
30	005-240-034-000	$24.96			
31	005-240-035-000	$24.96			
32	005-240-036-000	$24.96			
33	005-240-037-000	$24.96			
34	005-240-038-000	$24.96			
35	005-240-039-000	$24.96			

CITY OF MADERA

ZONE 26C

2016-2017

1.	BEGINNING FUND BALANCE				$	135.30
2.	LANDSCAPE MAINTENANCE COSTS		$	190.45		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	281.68		
	b.	ENGINEERING ADMINISTRATION	$	376.82		
	c.	LEGAL ADMINISTRATION	$	30.48		
	d.	FINANCE ADMINISTRATION	$	81.78		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	22.02		
	g.	EQUIPMENT	$	12.85		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	21.86		
				TOTAL COSTS:	$	1,017.93
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					22.53
5.	TOTAL ASSESSMENT				$	904.63
6.	AVERAGE ASSESSMENT PER PARCEL					17.41

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26C - CORDOVA ESTATES PHASE IV

TOTAL ASSESSMENT:
$904.63

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-241-002-000	$17.40	36	005-241-037-000	$17.40
2	005-241-003-000	$17.40	37	005-241-038-000	$17.40
3	005-241-004-000	$17.40	38	005-241-039-000	$17.40
4	005-241-005-000	$17.40	39	005-241-040-000	$17.40
5	005-241-006-000	$17.40	40	005-241-041-000	$17.40
6	005-241-007-000	$17.40	41	005-241-042-000	$17.40
7	005-241-008-000	$17.40	42	005-241-043-000	$17.40
8	005-241-009-000	$17.40	43	005-241-044-000	$17.40
9	005-241-010-000	$17.40	44	005-241-045-000	$17.40
10	005-241-011-000	$17.40	45	005-241-046-000	$17.40
11	005-241-012-000	$17.40	46	005-241-047-000	$17.40
12	005-241-013-000	$17.40	47	005-241-048-000	$17.40
13	005-241-014-000	$17.40	48	005-241-049-000	$17.40
14	005-241-015-000	$17.40	49	005-241-050-000	$17.40
15	005-241-016-000	$17.40	50	005-241-051-000	$17.40
16	005-241-017-000	$17.40	51	005-241-052-000	$17.40
17	005-241-018-000	$17.40	52	005-241-053-000	$17.40
18	005-241-019-000	$17.40			
19	005-241-020-000	$17.40		TOTAL	$904.63
20	005-241-021-000	$17.40			
21	005-241-022-000	$17.40			
22	005-241-023-000	$17.40			
23	005-241-024-000	$17.40			
24	005-241-025-000	$17.40			
25	005-241-026-000	$17.40			
26	005-241-027-000	$17.40			
27	005-241-028-000	$17.40			
28	005-241-029-000	$17.40			
29	005-241-030-000	$17.40			
30	005-241-031-000	$17.40			
31	005-241-032-000	$17.40			
32	005-241-033-000	$17.40			
33	005-241-034-000	$17.40			
34	005-241-035-000	$17.40			
35	005-241-036-000	$17.40			

CITY OF MADERA

ZONE 26D

2016-2017

1.	BEGINNING FUND BALANCE			$	(65.87)
2.	LANDSCAPE MAINTENANCE COSTS	$	214.81		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	136.67		
	b. ENGINEERING ADMINISTRATION	$	94.49		
	c. LEGAL ADMINISTRATION	$	7.64		
	d. FINANCE ADMINISTRATION	$	20.51		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	58.91		
	g. EQUIPMENT	$	29.87		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	24.66		
			TOTAL COSTS:	$	587.56
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(42.82)
5.	TOTAL ASSESSMENT			$	610.38
6.	AVERAGE ASSESSMENT PER PARCEL				26.55

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26D - OAKWOOD ESTATES

TOTAL ASSESSMENT:
$610.38

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-161-001-000	$26.54			
2	005-161-002-000	$26.54			
3	005-161-003-000	$26.54			
4	005-161-004-000	$26.54			
5	005-161-005-000	$26.54			
6	005-161-006-000	$26.54			
7	005-161-007-000	$26.54			
8	005-161-008-000	$26.54			
9	005-161-009-000	$26.54			
10	005-161-010-000	$26.54			
11	005-161-011-000	$26.54			
12	005-161-012-000	$26.54			
13	005-161-013-000	$26.54			
14	005-161-014-000	$26.54			
15	005-161-015-000	$26.54			
16	005-161-016-000	$26.54			
17	005-161-017-000	$26.54			
18	005-161-018-000	$26.54			
19	005-161-019-000	$26.54			
20	005-161-020-000	$26.54			
21	005-161-021-000	$26.54			
22	005-161-022-000	$26.54			
23	005-161-023-000	$26.54			
	TOTAL	$610.38			

CITY OF MADERA

ZONE 27A

2016-2017

1.	BEGINNING FUND BALANCE				$	860.93
2.	LANDSCAPE MAINTENANCE COSTS	$	448.41			
3.	INCIDENTAL COSTS:					
	a. PARKS ADMINISTRATION	$	333.34			
	b. ENGINEERING ADMINISTRATION	$	401.35			
	c. LEGAL ADMINISTRATION	$	32.46			
	d. FINANCE ADMINISTRATION	$	87.10			
	e. TREE TRIMMING	$	203.00			
	f. GAS & UTILITIES	$	41.19			
	g. EQUIPMENT	$	25.57			
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	51.48			
				TOTAL COSTS:	$	1,623.91
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					882.14
5.	TOTAL ASSESSMENT				$	1,645.12
6.	AVERAGE ASSESSMENT PER PARCEL					35.76

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 27A - VINEYARD WEST I

TOTAL ASSESSMENT:
$1,645.12

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-454-001-000	$35.76	36	006-454-036-000	$35.76
2	006-454-002-000	$35.76	37	006-454-037-000	$35.76
3	006-454-003-000	$35.76	38	006-454-038-000	$35.76
4	006-454-004-000	$35.76	39	006-454-039-000	$35.76
5	006-454-005-000	$35.76	40	006-454-040-000	$35.76
6	006-454-006-000	$35.76	41	006-454-041-000	$35.76
7	006-454-007-000	$35.76	42	006-454-042-000	$35.76
8	006-454-008-000	$35.76	43	006-454-043-000	$35.76
9	006-454-009-000	$35.76	44	006-454-044-000	$35.76
10	006-454-010-000	$35.76	45	006-454-045-000	$35.76
11	006-454-011-000	$35.76	46	006-454-046-000	$35.76
12	006-454-012-000	$35.76			
13	006-454-013-000	$35.76		TOTAL	$1,645.12
14	006-454-014-000	$35.76			
15	006-454-015-000	$35.76			
16	006-454-016-000	$35.76			
17	006-454-017-000	$35.76			
18	006-454-018-000	$35.76			
19	006-454-019-000	$35.76			
20	006-454-020-000	$35.76			
21	006-454-021-000	$35.76			
22	006-454-022-000	$35.76			
23	006-454-023-000	$35.76			
24	006-454-024-000	$35.76			
25	006-454-025-000	$35.76			
26	006-454-026-000	$35.76			
27	006-454-027-000	$35.76			
28	006-454-028-000	$35.76			
29	006-454-029-000	$35.76			
30	006-454-030-000	$35.76			
31	006-454-031-000	$35.76			
32	006-454-032-000	$35.76			
33	006-454-033-000	$35.76			
34	006-454-034-000	$35.76			
35	006-454-035-000	$35.76			

CITY OF MADERA

ZONE 27B

2016-2017

1.	BEGINNING FUND BALANCE			$	1,319.43
2.	LANDSCAPE MAINTENANCE COSTS	$	1,788.93		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	333.34		
	b. ENGINEERING ADMINISTRATION	$	386.49		
	c. LEGAL ADMINISTRATION	$	31.26		
	d. FINANCE ADMINISTRATION	$	83.88		
	e. TREE TRIMMING	$	315.00		
	f. GAS & UTILITIES	$	171.24		
	g. EQUIPMENT	$	102.00		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	205.38		
			TOTAL COSTS:	$	3,417.53
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,558.57
5.	TOTAL ASSESSMENT			$	3,657.10
6.	AVERAGE ASSESSMENT PER PARCEL				83.11

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 27B - VINEYARD WEST II

TOTAL ASSESSMENT:
$3,657.10

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-550-001-000	$83.12	36	006-550-036-000	$83.12
2	006-550-002-000	$83.12	37	006-550-037-000	$83.12
3	006-550-003-000	$83.12	38	006-550-038-000	$83.12
4	006-550-004-000	$83.12	39	006-550-039-000	$83.12
5	006-550-005-000	$83.12	40	006-550-040-000	$83.12
6	006-550-006-000	$83.12	41	006-550-041-000	$83.12
7	006-550-007-000	$83.12	42	006-550-042-000	$83.12
8	006-550-008-000	$83.12	43	006-550-043-000	$83.12
9	006-550-009-000	$83.12	44	006-550-044-000	$83.12
10	006-550-010-000	$83.12			
				TOTAL	$3,657.10
11	006-550-011-000	$83.12			
12	006-550-012-000	$83.12			
13	006-550-013-000	$83.12			
14	006-550-014-000	$83.12			
15	006-550-015-000	$83.12			
16	006-550-016-000	$83.12			
17	006-550-017-000	$83.12			
18	006-550-018-000	$83.12			
19	006-550-019-000	$83.12			
20	006-550-020-000	$83.12			
21	006-550-021-000	$83.12			
22	006-550-022-000	$83.12			
23	006-550-023-000	$83.12			
24	006-550-024-000	$83.12			
25	006-550-025-000	$83.12			
26	006-550-026-000	$83.12			
27	006-550-027-000	$83.12			
28	006-550-028-000	$83.12			
29	006-550-029-000	$83.12			
30	006-550-030-000	$83.12			
31	006-550-031-000	$83.12			
32	006-550-032-000	$83.12			
33	006-550-033-000	$83.12			
34	006-550-034-000	$83.12			
35	006-550-035-000	$83.12			

CITY OF MADERA

ZONE 28A

2016-2017

1.	BEGINNING FUND BALANCE			$	10,732.33
2.	LANDSCAPE MAINTENANCE COSTS	$	1,808.99		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	777.80		
	b. ENGINEERING ADMINISTRATION	$	1,144.39		
	c. LEGAL ADMINISTRATION	$	92.57		
	d. FINANCE ADMINISTRATION	$	248.36		
	e. TREE TRIMMING	$	833.00		
	f. GAS & UTILITIES	$	180.34		
	g. EQUIPMENT	$	103.15		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	207.68		
			TOTAL COSTS:	$	5,396.28
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				5,336.05
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 28 - CAPISTRANO XII & XIV

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-500-002-000	$0.00	36	009-500-037-000	$0.00
2	009-500-003-000	$0.00	37	009-500-038-000	$0.00
3	009-500-004-000	$0.00	38	009-500-039-000	$0.00
4	009-500-005-000	$0.00	39	009-500-040-000	$0.00
5	009-500-006-000	$0.00	40	009-500-041-000	$0.00
6	009-500-007-000	$0.00	41	009-500-042-000	$0.00
7	009-500-008-000	$0.00	42	009-500-043-000	$0.00
8	009-500-009-000	$0.00	43	009-500-044-000	$0.00
9	009-500-010-000	$0.00	44	009-500-045-000	$0.00
10	009-500-011-000	$0.00	45	009-500-046-000	$0.00
11	009-500-012-000	$0.00	46	009-500-047-000	$0.00
12	009-500-013-000	$0.00	47	009-500-048-000	$0.00
13	009-500-014-000	$0.00	48	009-500-049-000	$0.00
14	009-500-015-000	$0.00	49	009-500-050-000	$0.00
15	009-500-016-000	$0.00	50	009-500-051-000	$0.00
16	009-500-017-000	$0.00	51	009-500-052-000	$0.00
17	009-500-018-000	$0.00	52	009-500-053-000	$0.00
18	009-500-019-000	$0.00	53	009-500-054-000	$0.00
19	009-500-020-000	$0.00	54	009-500-055-000	$0.00
20	009-500-021-000	$0.00	55	009-500-056-000	$0.00
21	009-500-022-000	$0.00	56	009-500-057-000	$0.00
22	009-500-023-000	$0.00	57	009-500-058-000	$0.00
23	009-500-024-000	$0.00	58	009-500-059-000	$0.00
24	009-500-025-000	$0.00	59	009-500-060-000	$0.00
25	009-500-026-000	$0.00	60	009-500-061-000	$0.00
26	009-500-027-000	$0.00	61	009-500-062-000	$0.00
27	009-500-028-000	$0.00	62	009-500-063-000	$0.00
28	009-500-029-000	$0.00	63	009-500-064-000	$0.00
29	009-500-030-000	$0.00	64	009-500-065-000	$0.00
30	009-500-031-000	$0.00	65	009-500-066-000	$0.00
31	009-500-032-000	$0.00	66	009-500-067-000	$0.00
32	009-500-033-000	$0.00	67	009-500-068-000	$0.00
33	009-500-034-000	$0.00	68	009-500-069-000	$0.00
34	009-500-035-000	$0.00	69	009-500-070-000	$0.00
35	009-500-036-000	$0.00	70	009-500-071-000	$0.00

Assessment Number	Assessor's Parcel Number	Assessment
71	009-500-072-000	$0.00
72	009-500-073-000	$0.00
73	009-500-074-000	$0.00
74	009-500-075-000	$0.00
75	009-500-076-000	$0.00
76	009-500-077-000	$0.00
77	009-500-078-000	$0.00
78	009-500-079-000	$0.00
79	009-500-080-000	$0.00
80	009-500-081-000	$0.00
81	009-500-082-000	$0.00
82	009-500-083-000	$0.00
83	009-500-084-000	$0.00
84	009-500-085-000	$0.00
85	009-500-086-000	$0.00
86	009-500-087-000	$0.00
87	009-530-001-000	$0.00
88	009-530-002-000	$0.00
89	009-530-003-000	$0.00
90	009-530-004-000	$0.00
91	009-530-005-000	$0.00
92	009-530-006-000	$0.00
93	009-530-007-000	$0.00
94	009-530-008-000	$0.00
95	009-530-009-000	$0.00
96	009-530-010-000	$0.00
97	009-530-011-000	$0.00
98	009-530-012-000	$0.00
99	009-530-013-000	$0.00
100	009-530-0014-000	$0.00
101	009-530-015-000	$0.00
102	009-530-016-000	$0.00
103	009-530-017-000	$0.00
104	009-530-018-000	$0.00
105	009-530-019-000	$0.00
106	009-530-020-000	$0.00
107	009-530-021-000	$0.00
108	009-530-022-000	$0.00
109	009-530-023-000	$0.00
110	009-530-024-000	$0.00
111	009-530-025-000	$0.00
112	009-530-026-000	$0.00
113	009-530-027-000	$0.00
114	009-530-028-000	$0.00
115	009-530-029-000	$0.00
116	009-530-030-000	$0.00
117	009-530-031-000	$0.00
118	009-530-032-000	$0.00
119	009-530-033-000	$0.00
120	009-530-034-000	$0.00
121	009-530-035-000	$0.00
122	009-530-036-000	$0.00
123	009-530-037-000	$0.00
124	009-530-038-000	$0.00
125	009-530-039-000	$0.00
126	009-530-040-000	$0.00
127	009-530-041-000	$0.00
128	009-530-042-000	$0.00
129	009-530-043-000	$0.00
130	009-530-044-000	$0.00
131	009-530-045-000	$0.00
132	009-530-046-000	$0.00
133	009-530-047-000	$0.00
134	009-530-048-000	$0.00
135	009-530-049-000	$0.00
136	009-530-050-000	$0.00
137	009-530-051-000	$0.00
138	009-530-052-000	$0.00
139	009-530-053-000	$0.00
140	009-530-054-000	$0.00
141	009-530-055-000	$0.00
142	009-530-056-000	$0.00
143	009-530-057-000	$0.00
144	009-530-058-000	$0.00
145	009-530-059-000	$0.00
146	009-530-060-000	$0.00
	TOTAL	$0.00

CITY OF MADERA

ZONE 28B

2016-2017

1.	BEGINNING FUND BALANCE			$	3,420.88
2.	LANDSCAPE MAINTENANCE COSTS	$	173.47		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	333.34		
	b. ENGINEERING ADMINISTRATION	$	616.83		
	c. LEGAL ADMINISTRATION	$	49.89		
	d. FINANCE ADMINISTRATION	$	133.87		
	e. TREE TRIMMING	$	180.00		
	f. GAS & UTILITIES	$	43.90		
	g. EQUIPMENT	$	9.89		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	19.91		
			TOTAL COSTS:	$	1,561.11
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,859.78
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 28B - CAPISTRANO XIII

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-510-003-000	$0.00	36	009-510-038-000	$0.00
2	009-510-004-000	$0.00	37	009-510-039-000	$0.00
3	009-510-005-000	$0.00	38	009-510-040-000	$0.00
4	009-510-006-000	$0.00	39	009-510-041-000	$0.00
5	009-510-007-000	$0.00	40	009-510-042-000	$0.00
6	009-510-008-000	$0.00	41	009-510-043-000	$0.00
7	009-510-009-000	$0.00	42	009-510-044-000	$0.00
8	009-510-010-000	$0.00	43	009-510-049-000	$0.00
9	009-510-011-000	$0.00	44	009-510-050-000	$0.00
10	009-510-012-000	$0.00	45	009-510-051-000	$0.00
11	009-510-013-000	$0.00	46	009-510-052-000	$0.00
12	009-510-014-000	$0.00	47	009-510-053-000	$0.00
13	009-510-015-000	$0.00	48	009-510-054-000	$0.00
14	009-510-016-000	$0.00	49	009-510-055-000	$0.00
15	009-510-017-000	$0.00	50	009-510-056-000	$0.00
16	009-510-018-000	$0.00	51	009-510-057-000	$0.00
17	009-510-019-000	$0.00	52	009-510-058-000	$0.00
18	009-510-020-000	$0.00	53	009-510-059-000	$0.00
19	009-510-021-000	$0.00	54	009-510-060-000	$0.00
20	009-510-022-000	$0.00	55	009-510-061-000	$0.00
21	009-510-023-000	$0.00	56	009-510-062-000	$0.00
22	009-510-024-000	$0.00	57	009-510-063-000	$0.00
23	009-510-025-000	$0.00	58	009-510-064-000	$0.00
24	009-510-026-000	$0.00	59	009-510-065-000	$0.00
25	009-510-027-000	$0.00	60	009-510-066-000	$0.00
26	009-510-028-000	$0.00	61	009-510-067-000	$0.00
27	009-510-029-000	$0.00	62	009-510-068-000	$0.00
28	009-510-030-000	$0.00	63	009-510-069-000	$0.00
29	009-510-031-000	$0.00	64	009-510-070-000	$0.00
30	009-510-032-000	$0.00	65	009-510-071-000	$0.00
31	009-510-033-000	$0.00	66	009-510-072-000	$0.00
32	009-510-034-000	$0.00	67	009-510-073-000	$0.00
33	009-510-035-000	$0.00	68	009-510-074-000	$0.00
34	009-510-036-000	$0.00	69	009-510-075-000	$0.00
35	009-510-037-000	$0.00	70	009-510-076-000	$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-510-077-000	$0.00			
72	009-510-078-000	$0.00			
73	009-510-079-000	$0.00			
74	009-510-080-000	$0.00			
75	009-510-081-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 29

2016-2017

1.	BEGINNING FUND BALANCE			$	2,473.71
2.	LANDSCAPE MAINTENANCE COSTS	$	2,804.94		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	888.92		
	b. ENGINEERING ADMINISTRATION	$	579.68		
	c. LEGAL ADMINISTRATION	$	46.89		
	d. FINANCE ADMINISTRATION	$	125.80		
	e. TREE TRIMMING	$	495.00		
	f. GAS & UTILITIES	$	112.72		
	g. EQUIPMENT	$	159.94		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	322.02		
			TOTAL COSTS:	$	5,535.91
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,697.38
5.	TOTAL ASSESSMENT			$	5,759.58
6.	AVERAGE ASSESSMENT PER PARCEL				82.28

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29 - CHATEAU AT THE VINEYARDS, PHASE I

TOTAL ASSESSMENT:
$5,759.58

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-420-001-000	$82.28	36	012-420-036-000	$82.28
2	012-420-002-000	$82.28	37	012-420-037-000	$82.28
3	012-420-003-000	$82.28	38	012-420-038-000	$82.28
4	012-420-004-000	$82.28	39	012-420-039-000	$82.28
5	012-420-005-000	$82.28	40	012-420-040-000	$82.28
6	012-420-006-000	$82.28	41	012-420-041-000	$82.28
7	012-420-007-000	$82.28	42	012-420-042-000	$82.28
8	012-420-008-000	$82.28	43	012-420-043-000	$82.28
9	012-420-009-000	$82.28	44	012-420-044-000	$82.28
10	012-420-010-000	$82.28	45	012-420-045-000	$82.28
11	012-420-011-000	$82.28	46	012-420-046-000	$82.28
12	012-420-012-000	$82.28	47	012-420-047-000	$82.28
13	012-420-013-000	$82.28	48	012-420-048-000	$82.28
14	012-420-014-000	$82.28	49	012-420-049-000	$82.28
15	012-420-015-000	$82.28	50	012-420-050-000	$82.28
16	012-420-016-000	$82.28	51	012-420-051-000	$82.28
17	012-420-017-000	$82.28	52	012-420-052-000	$82.28
18	012-420-018-000	$82.28	53	012-420-053-000	$82.28
19	012-420-019-000	$82.28	54	012-420-054-000	$82.28
20	012-420-020-000	$82.28	55	012-420-055-000	$82.28
21	012-420-021-000	$82.28	56	012-420-056-000	$82.28
22	012-420-022-000	$82.28	57	012-420-057-000	$82.28
23	012-420-023-000	$82.28	58	012-420-058-000	$82.28
24	012-420-024-000	$82.28	59	012-420-059-000	$82.28
25	012-420-025-000	$82.28	60	012-420-060-000	$82.28
26	012-420-026-000	$82.28	61	012-420-061-000	$82.28
27	012-420-027-000	$82.28	62	012-420-062-000	$82.28
28	012-420-028-000	$82.28	63	012-420-063-000	$82.28
29	012-420-029-000	$82.28	64	012-420-064-000	$82.28
30	012-420-030-000	$82.28	65	012-420-065-000	$82.28
31	012-420-031-000	$82.28	66	012-420-066-000	$82.28
32	012-420-032-000	$82.28	67	012-420-067-000	$82.28
33	012-420-033-000	$82.28	68	012-420-068-000	$82.28
34	012-420-034-000	$82.28	69	012-420-069-000	$82.28
35	012-420-035-000	$82.28	70	012-420-070-000	$82.28
				TOTAL	$5,759.58

CITY OF MADERA

ZONE 29B

2016-2017

1.	BEGINNING FUND BALANCE			$	2,160.65
2.	LANDSCAPE MAINTENANCE COSTS	$	1,163.51		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,222.26		
	b. ENGINEERING ADMINISTRATION	$	349.34		
	c. LEGAL ADMINISTRATION	$	28.26		
	d. FINANCE ADMINISTRATION	$	75.82		
	e. TREE TRIMMING	$	495.00		
	f. GAS & UTILITIES	$	112.72		
	g. EQUIPMENT	$	66.34		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	133.58		
			TOTAL COSTS:	$	3,646.83
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,212.85
5.	TOTAL ASSESSMENT			$	3,699.42
6.	AVERAGE ASSESSMENT PER PARCEL				94.85

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29B - CHATEAU AT THE VINEYARDS, PHASE II

TOTAL ASSESSMENT:
$3,699.42

Assessment Number	Assessor's Parcel Number	Assessment
1	012-421-001-000	$94.86
2	012-421-002-000	$94.86
3	012-421-003-000	$94.86
4	012-421-004-000	$94.86
5	012-421-005-000	$94.86
6	012-421-006-000	$94.86
7	012-421-007-000	$94.86
8	012-421-008-000	$94.86
9	012-421-009-000	$94.86
10	012-421-010-000	$94.86
11	012-421-011-000	$94.86
12	012-421-012-000	$94.86
13	012-421-013-000	$94.86
14	012-421-014-000	$94.86
15	012-421-015-000	$94.86
16	012-421-016-000	$94.86
17	012-421-017-000	$94.86
18	012-421-018-000	$94.86
19	012-421-019-000	$94.86
20	012-421-020-000	$94.86
21	012-421-021-000	$94.86
22	012-421-022-000	$94.86
23	012-421-023-000	$94.86
24	012-421-024-000	$94.86
25	012-421-025-000	$94.86
26	012-421-026-000	$94.86
27	012-421-027-000	$94.86
28	012-421-028-000	$94.86
29	012-421-029-000	$94.86
30	012-421-030-000	$94.86
31	012-421-031-000	$94.86
32	012-421-032-000	$94.86
33	012421-033-000	$94.86
34	012-421-034-000	$94.86
35	012-421-035-000	$94.86
36	012-421-036-000	$94.86
37	012-421-037-000	$94.86
38	012-421-038-000	$94.86
39	012-421-039-000	$94.86
	TOTAL	$3,699.42

CITY OF MADERA

ZONE 29C

2016-2017

1.	BEGINNING FUND BALANCE			$	681.55
2.	LANDSCAPE MAINTENANCE COSTS	$	289.11		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,222.26		
	b. ENGINEERING ADMINISTRATION	$	200.73		
	c. LEGAL ADMINISTRATION	$	16.24		
	d. FINANCE ADMINISTRATION	$	43.56		
	e. TREE TRIMMING	$	495.00		
	f. GAS & UTILITIES	$	63.20		
	g. EQUIPMENT	$	16.48		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	33.19		
			TOTAL COSTS:	$	2,379.78
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				144.11
5.	TOTAL ASSESSMENT			$	1,842.15
6.	AVERAGE ASSESSMENT PER PARCEL				96.97

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29C - CHATEAU AT THE VINEYARDS, PHASE III

TOTAL ASSESSMENT:
$1,842.15

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-421-041-000	$96.96			
2	012-421-042-000	$96.96			
3	012-421-043-000	$96.96			
4	012-421-044-000	$96.96			
5	012-421-045-000	$96.96			
6	012-421-046-000	$96.96			
7	012-421-047-000	$96.96			
8	012-421-048-000	$96.96			
9	012-421-049-000	$96.96			
10	012-421-050-000	$96.96			
11	012-421-051-000	$96.96			
12	012-421-052-000	$96.96			
13	012-421-053-000	$96.96			
14	012-420-072-000	$96.96			
15	012-420-073-000	$96.96			
16	012-420-074-000	$96.96			
17	012-420-075-000	$96.96			
18	012-420-076-000	$96.96			
19	012-420-077-000	$96.96			
	TOTAL	$1,842.15			

CITY OF MADERA

ZONE 29D

2016-2017

1.	BEGINNING FUND BALANCE			$	1,244.46
2.	LANDSCAPE MAINTENANCE COSTS	$	1,044.33		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,222.26		
	b. ENGINEERING ADMINISTRATION	$	319.62		
	c. LEGAL ADMINISTRATION	$	25.85		
	d. FINANCE ADMINISTRATION	$	69.36		
	e. TREE TRIMMING	$	495.00		
	f. GAS & UTILITIES	$	112.72		
	g. EQUIPMENT	$	59.55		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	119.89		
			TOTAL COSTS:	$	3,468.59
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				907.05
5.	TOTAL ASSESSMENT			$	3,131.18
6.	AVERAGE ASSESSMENT PER PARCEL				89.46

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29D - CHATEAU AT THE VINEYARDS, PHASE IV

TOTAL ASSESSMENT:
$3,131.18

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-422-001-000	$89.46			
2	012-422-002-000	$89.46			
3	012-422-003-000	$89.46			
4	012-422-004-000	$89.46			
5	012-422-005-000	$89.46			
6	012-422-006-000	$89.46			
7	012-422-007-000	$89.46			
8	012-422-008-000	$89.46			
9	012-422-009-000	$89.46			
10	012-422-010-000	$89.46			
11	012-422-011-000	$89.46			
12	012-422-012-000	$89.46			
13	012-422-013-000	$89.46			
14	012-422-014-000	$89.46			
15	012-422-015-000	$89.46			
16	012-422-016-000	$89.46			
17	012-422-017-000	$89.46			
18	012-422-018-000	$89.46			
19	012-422-019-000	$89.46			
20	012-422-020-000	$89.46			
21	012-422-021-000	$89.46			
22	012-422-022-000	$89.46			
23	012-422-023-000	$89.46			
24	012-422-024-000	$89.46			
25	012-422-025-000	$89.46			
26	012-422-026-000	$89.46			
27	012-422-027-000	$89.46			
28	012-422-028-000	$89.46			
29	012-422-029-000	$89.46			
30	012-422-030-000	$89.46			
31	012-422-031-000	$89.46			
32	012-422-032-000	$89.46			
33	012-422-033-000	$89.46			
34	012-422-034-000	$89.46			
35	012-422-035-000	$89.46			
	TOTAL	$3,131.18			

CITY OF MADERA

ZONE 29E

2016-2017

1.	BEGINNING FUND BALANCE				$	1,458.04
2.	LANDSCAPE MAINTENANCE COSTS		$	588.84		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	1,222.26		
	b.	ENGINEERING ADMINISTRATION	$	237.89		
	c.	LEGAL ADMINISTRATION	$	19.24		
	d.	FINANCE ADMINISTRATION	$	51.63		
	e.	TREE TRIMMING	$	495.00		
	f.	GAS & UTILITIES	$	75.49		
	g.	EQUIPMENT	$	33.58		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	67.60		
				TOTAL COSTS:	$	2,791.52
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,252.17
5.	TOTAL ASSESSMENT				$	2,585.65
6.	AVERAGE ASSESSMENT PER PARCEL					107.74

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29E - CHATEAU AT THE VINEYARDS, EAST

TOTAL ASSESSMENT:
$2,585.65

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-450-001-000	$107.74			
2	012-450-002-000	$107.74			
3	012-450-003-000	$107.74			
4	012-450-004-000	$107.74			
5	012-450-005-000	$107.74			
6	012-450-006-000	$107.74			
7	012-450-007-000	$107.74			
8	012-450-008-000	$107.74			
9	012-450-009-000	$107.74			
10	012-450-010-000	$107.74			
11	012-450-011-000	$107.74			
12	012-450-012-000	$107.74			
13	012-450-013-000	$107.74			
14	012-450-014-000	$107.74			
15	012-450-015-000	$107.74			
16	012-450-016-000	$107.74			
17	012-450-017-000	$107.74			
18	012-450-018-000	$107.74			
19	012-450-019-000	$107.74			
20	012-450-020-000	$107.74			
21	012-450-021-000	$107.74			
22	012-450-022-000	$107.74			
23	012-450-023-000	$107.74			
24	012-450-024-000	$107.74			
	TOTAL	$2,585.65			

CITY OF MADERA

ZONE 30

2016-2017

1.	BEGINNING FUND BALANCE			$	654.09
2.	LANDSCAPE MAINTENANCE COSTS	$	807.14		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	111.11		
	b. ENGINEERING ADMINISTRATION	$	282.47		
	c. LEGAL ADMINISTRATION	$	22.85		
	d. FINANCE ADMINISTRATION	$	61.30		
	e. TREE TRIMMING	$	135.00		
	f. GAS & UTILITIES	$	31.46		
	g. EQUIPMENT	$	46.02		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	92.66		
			TOTAL COSTS:	$	1,590.03
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				697.05
5.	TOTAL ASSESSMENT			$	1,633.29
6.	AVERAGE ASSESSMENT PER PARCEL				54.43

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 30 - YOSEMITE ESTATES

TOTAL ASSESSMENT:
$1,633.29

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-210-005-000	$54.44			
2	012-210-006-000	$54.44			
3	012-210-007-000	$54.44			
4	012-210-008-000	$54.44			
5	012-210-009-000	$54.44			
6	012-210-010-000	$54.44			
7	012-210-011-000	$54.44			
8	012-210-012-000	$54.44			
9	012-210-013-000	$54.44			
10	012-210-014-000	$54.44			
11	012-210-015-000	$54.44			
12	012-210-016-000	$54.44			
13	012-210-017-000	$54.44			
14	012-210-018-000	$54.44			
15	012-210-019-000	$54.44			
16	012-210-020-000	$54.44			
17	012-210-021-000	$54.44			
18	012-210-022-000	$54.44			
19	012-210-023-000	$54.44			
20	012-210-024-000	$54.44			
21	012-210-025-000	$54.44			
22	012-210-026-000	$54.44			
23	012-210-027-000	$54.44			
24	012-210-028-000	$54.44			
25	012-210-029-000	$54.44			
26	012-210-030-000	$54.44			
27	012-210-031-000	$54.44			
28	012-210-032-000	$54.44			
29	012-210-033-000	$54.44			
30	012-210-034-000	$54.44			
	TOTAL	$1,633.29			

CITY OF MADERA

ZONE 31A

2016-2017

1.	BEGINNING FUND BALANCE			$	(7,870.35)
2.	LANDSCAPE MAINTENANCE COSTS	$	15,859.67		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,055.76		
	b. ENGINEERING ADMINISTRATION	$	758.01		
	c. LEGAL ADMINISTRATION	$	61.31		
	d. FINANCE ADMINISTRATION	$	164.51		
	e. TREE TRIMMING	$	1,604.00		
	f. GAS & UTILITIES	$	1,041.00		
	g. EQUIPMENT	$	516.36		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	1,039.66		
			TOTAL COSTS:	$	22,100.28
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(18,209.19)
5.	TOTAL ASSESSMENT			$	11,761.44
6.	AVERAGE ASSESSMENT PER PARCEL				125.12

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 31A - HIGHLANDS I

TOTAL ASSESSMENT:
$11,761.44

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-430-001-000	$125.12	36	012-430-036-000	$125.12
2	012-430-002-000	$125.12	37	012-430-037-000	$125.12
3	012-430-003-000	$125.12	38	012-431-001-000	$125.12
4	012-430-004-000	$125.12	39	012-431-002-000	$125.12
5	012-430-005-000	$125.12	40	012-431-003-000	$125.12
6	012-430-006-000	$125.12	41	012-431-004-000	$125.12
7	012-430-007-000	$125.12	42	012-431-005-000	$125.12
8	012-430-008-000	$125.12	43	012-431-006-000	$125.12
9	012-430-009-000	$125.12	44	012-431-007-000	$125.12
10	012-430-010-000	$125.12	45	012-431-008-000	$125.12
11	012-430-011-000	$125.12	46	012-431-009-000	$125.12
12	012-430-012-000	$125.12	47	012-431-010-000	$125.12
13	012-430-013-000	$125.12	48	012-431-011-000	$125.12
14	012-430-014-000	$125.12	49	012-431-012-000	$125.12
15	012-430-015-000	$125.12	50	012-431-013-000	$125.12
16	012-430-016-000	$125.12	51	012-431-014-000	$125.12
17	012-430-017-000	$125.12	52	012-431-015-000	$125.12
18	012-430-018-000	$125.12	53	012-431-016-000	$125.12
19	012-430-019-000	$125.12	54	012-431-017-000	$125.12
20	012-430-020-000	$125.12	55	012-431-018-000	$125.12
21	012-430-021-000	$125.12	56	012-431-019-000	$125.12
22	012-430-022-000	$125.12	57	012-431-020-000	$125.12
23	012-430-023-000	$125.12	58	012-431-021-000	$125.12
24	012-430-024-000	$125.12	59	012-431-022-000	$125.12
25	012-430-025-000	$125.12	60	012-431-023-000	$125.12
26	012-430-026-000	$125.12	61	012-431-024-000	$125.12
27	012-430-027-000	$125.12	62	012-431-025-000	$125.12
28	012-430-028-000	$125.12	63	012-431-026-000	$125.12
29	012-430-029-000	$125.12	64	012-431-027-000	$125.12
30	012-430-030-000	$125.12	65	012-431-028-000	$125.12
31	012-430-031-000	$125.12	66	012-431-029-000	$125.12
32	012-430-032-000	$125.12	67	012-431-030-000	$125.12
33	012-430-033-000	$125.12	68	012-431-031-000	$125.12
34	012-430-034-000	$125.12	69	012-431-032-000	$125.12
35	012-430-035-000	$125.12	70	012-431-033-000	$125.12

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
71	012-431-034-000	$125.12				
72	012-431-035-000	$125.12				
73	012-431-036-000	$125.12				
74	012-431-037-000	$125.12				
75	012-431-038-000	$125.12				
76	012-431-039-000	$125.12				
77	012-431-040-000	$125.12				
78	012-431-041-000	$125.12				
79	012-431-042-000	$125.12				
80	012-431-043-000	$125.12				
81	012-431-044-000	$125.12				
82	012-431-045-000	$125.12				
83	012-431-046-000	$125.12				
84	012-431-047-000	$125.12				
85	012-431-048-000	$125.12	City			
86	012-431-049-000	$125.12				
87	012-431-050-000	$125.12				
88	012-431-051-000	$125.12				
89	012-431-052-000	$125.12				
90	012-431-053-000	$125.12				
91	012-431-054-000	$125.12				
92	012-431-055-000	$125.12				
93	012-431-056-000	$125.12				
94	012-431-057-000	$125.12				
	SUB-TOTAL:	$11,636.32				
	Amount to be billed by A/R:	$125.12				
	TOTAL:	$11,761.44				

CITY OF MADERA

ZONE 31B

2016-2017

1.	BEGINNING FUND BALANCE			$	12,446.07
2.	LANDSCAPE MAINTENANCE COSTS	$	11,710.67		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	2,166.05		
	b. ENGINEERING ADMINISTRATION	$	1,894.86		
	c. LEGAL ADMINISTRATION	$	153.27		
	d. FINANCE ADMINISTRATION	$	411.23		
	e. TREE TRIMMING	$	2,852.00		
	f. GAS & UTILITIES	$	2,137.00		
	g. EQUIPMENT	$	1,059.39		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	2,133.00		
			TOTAL COSTS:	$	24,517.45
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				11,643.62
5.	TOTAL ASSESSMENT			$	23,715.00
6.	AVERAGE ASSESSMENT PER PARCEL				96.01

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 31B - HIGHLANDS II

TOTAL ASSESSMENT:
$23,715.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-371-001-000	$87.64	36	012-372-009-000	$87.64
2	012-371-002-000	$87.64	37	012-372-010-000	$87.64
3	012-371-003-000	$87.64	38	012-372-011-000	$87.64
4	012-371-004-000	$87.64	39	012-372-012-000	$87.64
5	012-371-005-000	$87.64	40	012-372-013-000	$87.64
6	012-371-006-000	$87.64	41	012-372-014-000	$87.64
7	012-371-007-000	$87.64	42	012-372-015-000	$87.64
8	012-371-008-000	$87.64	43	012-372-016-000	$87.64
9	012-371-009-000	$87.64	44	012-372-017-000	$87.64
10	012-371-010-000	$87.64	45	012-372-018-000	$87.64
11	012-371-011-000	$87.64	46	012-372-019-000	$87.64
12	012-371-012-000	$87.64	47	012-372-020-000	$87.64
13	012-371-013-000	$87.64	48	012-372-021-000	$87.64
14	012-371-014-000	$87.64	49	012-372-022-000	$87.64
15	012-371-015-000	$87.64	50	012-372-023-000	$87.64
16	012-371-016-000	$87.64	51	012-372-024-000	$87.64
17	012-371-017-000	$87.64	52	012-373-001-000	$87.64
18	012-371-018-000	$87.64	53	012-373-002-000	$87.64
19	012-371-019-000	$87.64	54	012-373-003-000	$87.64
20	012-371-020-000	$87.64	55	012-373-004-000	$87.64
21	012-371-021-000	$87.64	56	012-373-005-000	$87.64
22	012-371-022-000	$87.64	57	012-373-006-000	$87.64
23	012-371-023-000	$87.64	58	012-373-007-000	$87.64
24	012-371-024-000	$87.64	59	012-373-008-000	$87.64
25	012-371-025-000	$87.64	60	012-373-009-000	$87.64
26	012-371-026-000	$87.64	61	012-373-010-000	$87.64
27	012-371-027-000	$87.64	62	012-373-011-000	$87.64
28	012-372-001-000	$87.64	63	012-373-012-000	$87.64
29	012-372-002-000	$87.64	64	012-373-013-000	$87.64
30	012-372-003-000	$87.64	65	012-373-014-000	$87.64
31	012-372-004-000	$87.64	66	012-373-015-000	$87.64
32	012-372-005-000	$87.64	67	012-373-016-000	$87.64
33	012-372-006-000	$87.64	68	012-373-017-000	$87.64
34	012-372-007-000	$87.64	69	012-373-018-000	$87.64
35	012-372-008-000	$87.64	70	012-373-019-000	$87.64
71	012-373-020-000	$87.64	116	012-371-055-000	$87.64
72	012-373-021-000	$87.64	117	012-371-056-000	$87.64

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
73	012-373-022-000	$87.64	118	012-371-057-000	$87.64
74	012-373-023-000	$87.64	119	012-371-058-000	$87.64
75	012-373-024-000	$87.64	120	012-371-059-000	$87.64
76	012-372-025-000	$87.64	121	012-371-060-000	$87.64
77	012-372-026-000	$87.64	122	012-371-061-000	$87.64
78	012-372-027-000	$87.64	123	012-371-062-000	$87.64
79	012-372-028-000	$87.64	124	012-371-063-000	$87.64
80	012-372-029-000	$87.64	125	012-371-064-000	$87.64
81	012-372-030-000	$87.64	126	012-371-065-000	$87.64
82	012-372-031-000	$87.64	127	012-371-066-000	$87.64
83	012-372-032-000	$87.64	128	012-371-067-000	$87.64
84	012-372-033-000	$87.64	129	012-371-068-000	$87.64
85	012-372-034-000	$87.64	130	012-371-069-000	$87.64
86	012-372-035-000	$87.64	131	012-372-038-000	$87.64
87	012-372-071-000	$87.64	132	012-372-039-000	$87.64
88	012-372-072-000	$87.64	133	012-372-040-000	$87.64
89	012-371-028-000	$87.64	134	012-372-041-000	$87.64
90	012-371-029-000	$87.64	135	012-372-042-000	$87.64
91	012-371-030-000	$87.64	136	012-372-043-000	$87.64
92	012-371-031-000	$87.64	137	012-372-044-000	$87.64
93	012-371-032-000	$87.64	138	012-372-045-000	$87.64
94	012-371-033-000	$87.64	139	012-372-046-000	$87.64
95	012-371-034-000	$87.64	140	012-372-047-000	$87.64
96	012-371-035-000	$87.64	141	012-372-048-000	$87.64
97	012-371-036-000	$87.64	142	012-372-049-000	$87.64
98	012-371-037-000	$87.64	143	012-372-050-000	$87.64
99	012-371-038-000	$87.64	144	012-372-051-000	$87.64
100	012-371-039-000	$87.64	145	012-372-052-000	$87.64
101	012-371-040-000	$87.64	146	012-372-053-000	$87.64
102	012-371-041-000	$87.64	147	012-372-054-000	$87.64
103	012-371-042-000	$87.64	148	012-372-055-000	$87.64
104	012-371-043-000	$87.64	149	012-372-056-000	$87.64
105	012-371-044-000	$87.64	150	012-372-057-000	$87.64
106	012-371-045-000	$87.64	151	012-372-058-000	$87.64
107	012-371-046-000	$87.64	152	012-372-059-000	$87.64
108	012-371-047-000	$87.64	153	012-372-060-000	$87.64
109	012-371-048-000	$87.64	154	012-372-061-000	$87.64
110	012-371-049-000	$87.64	155	012-372-062-000	$87.64
111	012-371-050-000	$87.64	156	012-372-063-000	$87.64
112	012-371-051-000	$87.64	157	012-372-064-000	$87.64
113	012-371-052-000	$87.64	158	012-373-025-000	$87.64
114	012-371-053-000	$87.64	159	012-373-026-000	$123.50
115	012-371-054-000	$87.64	160	012-373-027-000	$87.64

Assessment Number	Assessor's Parcel Number	Assessment
161	012-373-028-000	$123.50
162	012-373-029-000	$87.64
163	012-373-030-000	$92.92
164	012-373-031-000	$123.50
165	012-373-032-000	$87.64
166	012-373-033-000	$123.50
167	012-373-034-000	$123.50
168	012-373-035-000	$123.50
169	012-373-036-000	$123.50
170	012-373-037-000	$123.50
171	012-373-038-000	$123.50
172	012-373-039-000	$87.64
173	012-373-040-000	$87.64
174	012-373-041-000	$123.50
175	012-373-042-000	$87.64
176	012-373-043-000	$87.64
177	012-373-044-000	$123.50
178	012-373-045-000	$87.64
179	012-373-046-000	$123.50
180	012-373-047-000	$123.50
181	012-374-001-000	$123.50
182	012-374-002-000	$87.64
183	012-374-003-000	$123.50
184	012-374-004-000	$123.50
185	012-374-005-000	$123.50
186	012-374-006-000	$123.50
187	012-374-007-000	$87.64
188	012-374-008-000	$123.50
189	012-374-009-000	$123.50
190	012-373-048-000	$87.64
191	012-373-049-000	$87.64
192	012-373-050-000	$87.64
193	012-373-051-000	$87.64
194	012-373-052-000	$87.64
195	012-374-010-000	$87.64
196	012-374-011-000	$123.50
197	012-374-012-000	$123.50
198	012-374-013-000	$123.50
199	012-374-014-000	$123.50
200	012-374-015-000	$123.50
201	012-374-016-000	$87.64
202	012-374-017-000	$123.50
203	012-373-053-000	$123.50
204	012-373-054-000	$123.50
205	012-373-055-000	$123.50
206	012-373-056-000	$87.64
207	012-373-057-000	$123.50
208	012-373-058-000	$123.50
209	012-374-018-000	$123.50
210	012-374-019-000	$123.50
211	012-374-020-000	$123.50
212	012-374-021-000	$92.78
213	012-374-022-000	$87.64
214	012-374-023-000	$123.50
215	012-374-024-000	$87.64
216	012-374-025-000	$123.50
217	012-374-026-000	$108.68
218	012-374-027-000	$87.64
219	012-374-028-000	$99.38
220	012-374-029-000	$87.64
221	012-374-030-000	$123.50
222	012-374-031-000	$123.50
223	012-374-032-000	$123.50
224	012-374-033-000	$120.94
225	012-374-034-000	$123.50
226	012-374-035-000	$105.44
227	012-374-036-000	$123.50
228	012-374-037-000	$87.64
229	012-374-038-000	$119.40
230	012-374-039-000	$123.50
231	012-374-040-000	$92.58
232	012-373-059-000	$87.64
233	012-373-060-000	$123.50
234	012-373-061-000	$123.50
235	012-373-062-000	$123.50
236	012-373-063-000	$123.50
237	012-373-064-000	$123.50
238	012-373-065-000	$123.50
239	012-373-066-000	$87.64
240	012-373-067-000	$123.50
241	012-373-068-000	$123.50
242	012-373-069-000	$123.50
243	012-373-070-000	$87.64
244	012-373-071-000	$123.50
245	012-372-065-000	$123.50
246	012-372-066-000	$87.64
247	012-372-067-000	$123.50
	TOTAL	$23,715.00

CITY OF MADERA

ZONE 32A

2016-2017

1.	BEGINNING FUND BALANCE			$	1,316.99
2.	LANDSCAPE MAINTENANCE COSTS	$	2,350.63		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	777.80		
	b. ENGINEERING ADMINISTRATION	$	401.35		
	c. LEGAL ADMINISTRATION	$	32.46		
	d. FINANCE ADMINISTRATION	$	87.10		
	e. TREE TRIMMING	$	698.00		
	f. GAS & UTILITIES	$	235.94		
	g. EQUIPMENT	$	134.03		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	269.86		
			TOTAL COSTS:	$	4,987.19
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				721.28
5.	TOTAL ASSESSMENT			$	4,391.02
6.	AVERAGE ASSESSMENT PER PARCEL				95.47

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 32A - LA JOLLA ESTATES NORTH PHASE I

TOTAL ASSESSMENT:
$4,391.02

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-270-001-000	$95.46	36	005-270-036-000	$95.46
2	005-270-002-000	$95.46	37	005-270-037-000	$95.46
3	005-270-047-000	$95.46	38	005-270-038-000	$95.46
4	005-270-048-000	$95.46	39	005-270-039-000	$95.46
5	005-270-049-000	$95.46	40	005-270-040-000	$95.46
6	005-270-050-000	$95.46	41	005-270-041-000	$95.46
7	005-270-007-000	$95.46	42	005-270-042-000	$95.46
8	005-270-008-000	$95.46	43	005-270-043-000	$95.46
9	005-270-009-000	$95.46	44	005-270-044-000	$95.46
10	005-270-010-000	$95.46	45	005-270-053-000	$95.46
11	005-270-011-000	$95.46	46	005-270-054-000	$95.46
12	005-270-012-000	$95.46			
13	005-270-013-000	$95.46		TOTAL	$4,391.02
14	005-270-014-000	$95.46			
15	005-270-015-000	$95.46			
16	005-270-016-000	$95.46			
17	005-270-017-000	$95.46			
18	005-270-018-000	$95.46			
19	005-270-019-000	$95.46			
20	005-270-020-000	$95.46			
21	005-270-021-000	$95.46			
22	005-270-022-000	$95.46			
23	005-270-023-000	$95.46			
24	005-270-024-000	$95.46			
25	005-270-025-000	$95.46			
26	005-270-026-000	$95.46			
27	005-270-027-000	$95.46			
28	005-270-028-000	$95.46			
29	005-270-029-000	$95.46			
30	005-270-030-000	$95.46			
31	005-270-051-000	$95.46			
32	005-270-032-000	$95.46			
33	005-270-033-000	$95.46			
34	005-270-034-000	$95.46			
35	005-270-035-000	$95.46			

CITY OF MADERA

ZONE 32B

2016-2017

1.	BEGINNING FUND BALANCE			$	2,846.53
2.	LANDSCAPE MAINTENANCE COSTS	$	1,741.73		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	777.80		
	b. ENGINEERING ADMINISTRATION	$	408.78		
	c. LEGAL ADMINISTRATION	$	33.06		
	d. FINANCE ADMINISTRATION	$	88.72		
	e. TREE TRIMMING	$	743.00		
	f. GAS & UTILITIES	$	156.65		
	g. EQUIPMENT	$	99.31		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	199.96		
			TOTAL COSTS:	$	4,249.02
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,700.32
5.	TOTAL ASSESSMENT			$	4,103.28
6.	AVERAGE ASSESSMENT PER PARCEL				87.29

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 32B - LA JOLLA ESTATES NORTH PHASE II

TOTAL ASSESSMENT:
$4,103.28

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-280-001-000	$87.30	36	005-280-036-000	$87.30
2	005-280-002-000	$87.30	37	005-280-037-000	$87.30
3	005-280-003-000	$87.30	38	005-280-038-000	$87.30
4	005-280-004-000	$87.30	39	005-280-039-000	$87.30
5	005-280-005-000	$87.30	40	005-280-040-000	$87.30
6	005-280-006-000	$87.30	41	005-280-041-000	$87.30
7	005-280-007-000	$87.30	42	005-280-042-000	$87.30
8	005-280-008-000	$87.30	43	005-280-043-000	$87.30
9	005-280-009-000	$87.30	44	005-280-044-000	$87.30
10	005-280-010-000	$87.30	45	005-280-045-000	$87.30
11	005-280-011-000	$87.30	46	005-280-046-000	$87.30
12	005-280-012-000	$87.30	47	005-280-047-000	$87.30
13	005-280-013-000	$87.30			
14	005-280-014-000	$87.30			
15	005-280-015-000	$87.30		TOTAL	$4,103.28
16	005-280-016-000	$87.30			
17	005-280-017-000	$87.30			
18	005-280-018-000	$87.30			
19	005-280-019-000	$87.30			
20	005-280-020-000	$87.30			
21	005-280-021-000	$87.30			
22	005-280-022-000	$87.30			
23	005-280-023-000	$87.30			
24	005-280-024-000	$87.30			
25	005-280-025-000	$87.30			
26	005-280-026-000	$87.30			
27	005-280-027-000	$87.30			
28	005-280-028-000	$87.30			
29	005-280-029-000	$87.30			
30	005-280-030-000	$87.30			
31	005-280-031-000	$87.30			
32	005-280-032-000	$87.30			
33	005-280-033-000	$87.30			
34	005-280-034-000	$87.30			
35	005-280-035-000	$87.30			

CITY OF MADERA

ZONE 33

2016-2017

1.	BEGINNING FUND BALANCE			$	1,344.14
2.	LANDSCAPE MAINTENANCE COSTS	$	2,605.52		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	666.69		
	b. ENGINEERING ADMINISTRATION	$	512.81		
	c. LEGAL ADMINISTRATION	$	41.48		
	d. FINANCE ADMINISTRATION	$	111.29		
	e. TREE TRIMMING	$	630.00		
	f. GAS & UTILITIES	$	247.05		
	g. EQUIPMENT	$	148.57		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	299.12		
			TOTAL COSTS:	$	5,262.53
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,797.36
5.	TOTAL ASSESSMENT			$	5,715.75
6.	AVERAGE ASSESSMENT PER PARCEL				93.70

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 33 - SOUTH STAR

TOTAL ASSESSMENT:
$5,715.75

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-360-004-000	$93.70	36	012-360-039-000	$93.70
2	012-360-005-000	$93.70	37	012-360-040-000	$93.70
3	012-360-006-000	$93.70	38	012-360-041-000	$93.70
4	012-360-007-000	$93.70	39	012-360-042-000	$93.70
5	012-360-008-000	$93.70	40	012-360-043-000	$93.70
6	012-360-009-000	$93.70	41	012-360-044-000	$93.70
7	012-360-010-000	$93.70	42	012-360-045-000	$93.70
8	012-360-011-000	$93.70	43	012-360-046-000	$93.70
9	012-360-012-000	$93.70	44	012-360-047-000	$93.70
10	012-360-013-000	$93.70	45	012-360-048-000	$93.70
11	012-360-014-000	$93.70	46	012-360-049-000	$93.70
12	012-360-015-000	$93.70	47	012-360-050-000	$93.70
13	012-360-016-000	$93.70	48	012-360-051-000	$93.70
14	012-360-017-000	$93.70	49	012-360-052-000	$93.70
15	012-360-018-000	$93.70	50	012-360-053-000	$93.70
16	012-360-019-000	$93.70	51	012-360-054-000	$93.70
17	012-360-020-000	$93.70	52	012-360-055-000	$93.70
18	012-360-021-000	$93.70	53	012-360-056-000	$93.70
19	012-360-022-000	$93.70	54	012-360-057-000	$93.70
20	012-360-023-000	$93.70	55	012-360-058-000	$93.70
21	012-360-024-000	$93.70	56	012-360-059-000	$93.70
22	012-360-025-000	$93.70	57	012-360-060-000	$93.70
23	012-360-026-000	$93.70	58	012-360-061-000	$93.70
24	012-360-027-000	$93.70	59	012-360-062-000	$93.70
25	012-360-028-000	$93.70	60	012-360-063-000	$93.70
26	012-360-029-000	$93.70	61	012-360-064-000	$93.70
27	012-360-030-000	$93.70			
28	012-360-031-000	$93.70		TOTAL	$5,715.75
29	012-360-032-000	$93.70			
30	012-360-033-000	$93.70			
31	012-360-034-000	$93.70			
32	012-360-035-000	$93.70			
33	012-360-036-000	$93.70			
34	012-360-037-000	$93.70			
35	012-360-038-000	$93.70			

CITY OF MADERA

ZONE 34

2016-2017

1.	BEGINNING FUND BALANCE			$	3,787.88
2.	LANDSCAPE MAINTENANCE COSTS	$	3,115.29		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	888.92		
	b. ENGINEERING ADMINISTRATION	$	810.02		
	c. LEGAL ADMINISTRATION	$	65.52		
	d. FINANCE ADMINISTRATION	$	175.79		
	e. TREE TRIMMING	$	743.00		
	f. GAS & UTILITIES	$	296.33		
	g. EQUIPMENT	$	177.63		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	357.65		
			TOTAL COSTS:	$	6,630.16
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				4,087.72
5.	TOTAL ASSESSMENT			$	6,931.01
6.	AVERAGE ASSESSMENT PER PARCEL				68.61

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34 - KENNEDY ESTATES PHASE I & II

TOTAL ASSESSMENT:
$6,931.01

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-300-001-000	$68.62	36	005-300-036-000	$68.62
2	005-300-002-000	$68.62	37	005-300-037-000	$68.62
3	005-300-003-000	$68.62	38	005-300-038-000	$68.62
4	005-300-004-000	$68.62	39	005-300-039-000	$68.62
5	005-300-005-000	$68.62	40	005-300-040-000	$68.62
6	005-300-006-000	$68.62	41	005-300-041-000	$68.62
7	005-300-007-000	$68.62	42	005-300-042-000	$68.62
8	005-300-008-000	$68.62	43	005-300-043-000	$68.62
9	005-300-009-000	$68.62	44	005-300-044-000	$68.62
10	005-300-010-000	$68.62	45	005-300-045-000	$68.62
11	005-300-011-000	$68.62	46	005-300-046-000	$68.62
12	005-300-012-000	$68.62	47	005-300-047-000	$68.62
13	005-300-013-000	$68.62	48	005-300-048-000	$68.62
14	005-300-014-000	$68.62	49	005-300-049-000	$68.62
15	005-300-015-000	$68.62	50	005-300-050-000	$68.62
16	005-300-016-000	$68.62	51	005-300-051-000	$68.62
17	005-300-017-000	$68.62	52	005-300-052-000	$68.62
18	005-300-018-000	$68.62	53	005-301-001-000	$68.62
19	005-300-019-000	$68.62	54	005-301-002-000	$68.62
20	005-300-020-000	$68.62	55	005-301-003-000	$68.62
21	005-300-021-000	$68.62	56	005-301-004-000	$68.62
22	005-300-022-000	$68.62	57	005-301-005-000	$68.62
23	005-300-023-000	$68.62	58	005-301-006-000	$68.62
24	005-300-024-000	$68.62	59	005-301-007-000	$68.62
25	005-300-025-000	$68.62	60	005-301-008-000	$68.62
26	005-300-026-000	$68.62	61	005-301-009-000	$68.62
27	005-300-027-000	$68.62	62	005-301-010-000	$68.62
28	005-300-028-000	$68.62	63	005-301-011-000	$68.62
29	005-300-029-000	$68.62	64	005-301-012-000	$68.62
30	005-300-030-000	$68.62	65	005-301-013-000	$68.62
31	005-300-031-000	$68.62	66	005-301-014-000	$68.62
32	005-300-032-000	$68.62	67	005-301-015-000	$68.62
33	005-300-033-000	$68.62	68	005-301-016-000	$68.62
34	005-300-034-000	$68.62	69	005-301-017-000	$68.62
35	005-300-035-000	$68.62	70	005-301-018-000	$68.62

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	005-301-019-000	$68.62			
72	005-301-020-000	$68.62			
73	005-301-021-000	$68.62			
74	005-301-022-000	$68.62			
75	005-301-023-000	$68.62			
76	005-301-024-000	$68.62			
77	005-301-025-000	$68.62			
78	005-301-026-000	$68.62			
79	005-301-027-000	$68.62			
80	005-301-028-000	$68.62			
81	005-301-029-000	$68.62			
82	005-301-030-000	$68.62			
83	005-301-031-000	$68.62			
84	005-301-032-000	$68.62			
85	005-301-033-000	$68.62			
86	005-301-034-000	$68.62			
87	005-301-035-000	$68.62			
88	005-301-036-000	$68.62			
89	005-301-037-000	$68.62			
90	005-301-038-000	$68.62			
91	005-301-039-000	$68.62			
92	005-301-040-000	$68.62			
93	005-301-041-000	$68.62			
94	005-301-042-000	$68.62			
95	005-301-043-000	$68.62			
96	005-301-044-000	$68.62			
97	005-301-045-000	$68.62			
98	005-301-046-000	$68.62			
99	005-301-047-000	$68.62			
100	005-301-048-000	$68.62			
101	005-301-049-000	$68.62			
	TOTAL	$6,931.01			

CITY OF MADERA

ZONE 34B

2016-2017

1.	BEGINNING FUND BALANCE			$	31,901.70
2.	LANDSCAPE MAINTENANCE COSTS	$	1,593.05		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	888.92		
	b. ENGINEERING ADMINISTRATION	$	438.50		
	c. LEGAL ADMINISTRATION	$	35.47		
	d. FINANCE ADMINISTRATION	$	95.17		
	e. TREE TRIMMING	$	383.00		
	f. GAS & UTILITIES	$	304.28		
	g. EQUIPMENT	$	90.83		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	182.89		
			TOTAL COSTS:	$	4,012.10
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				27,889.60
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34B
Kennedy Estates Phase 3
TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-303-001-000	$0.00	36	005-303-037-000	$0.00
2	005-303-002-000	$0.00	37	005-303-038-000	$0.00
3	005-303-003-000	$0.00	38	005-303-039-000	$0.00
4	005-303-004-000	$0.00	39	005-303-040-000	$0.00
5	005-303-005-000	$0.00	40	005-303-041-000	$0.00
6	005-303-006-000	$0.00	41	005-303-042-000	$0.00
7	005-303-007-000	$0.00	42	005-303-043-000	$0.00
8	005-303-008-000	$0.00	43	005-303-044-000	$0.00
9	005-303-009-000	$0.00	44	005-303-045-000	$0.00
10	005-303-010-000	$0.00	45	005-303-046-000	$0.00
11	005-303-011-000	$0.00	46	005-303-047-000	$0.00
12	005-303-012-000	$0.00	47	005-303-048-000	$0.00
13	005-303-013-000	$0.00	48	005-303-049-000	$0.00
14	005-303-014-000	$0.00	49	005-303-050-000	$0.00
15	005-303-015-000	$0.00	50	005-303-051-000	$0.00
16	005-303-016-000	$0.00	51	005-303-052-000	$0.00
17	005-303-017-000	$0.00			
18	005-303-019-000	$0.00		TOTAL	$0.00
19	005-303-020-000	$0.00			
20	005-303-021-000	$0.00			
21	005-303-022-000	$0.00			
22	005-303-023-000	$0.00			
23	005-303-024-000	$0.00			
24	005-303-025-000	$0.00			
25	005-303-026-000	$0.00			
26	005-303-027-000	$0.00			
27	005-303-028-000	$0.00			
28	005-303-029-000	$0.00			
29	005-303-030-000	$0.00			
30	005-303-031-000	$0.00			
31	005-303-032-000	$0.00			
32	005-303-033-000	$0.00			
33	005-303-034-000	$0.00			
34	005-303-035-000	$0.00			
35	005-303-036-000	$0.00			

CITY OF MADERA

ZONE 34C

2016-2017

1.	BEGINNING FUND BALANCE			$	2,712.58
2.	LANDSCAPE MAINTENANCE COSTS	$	1,593.05		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	888.92		
	b. ENGINEERING ADMINISTRATION	$	438.50		
	c. LEGAL ADMINISTRATION	$	35.47		
	d. FINANCE ADMINISTRATION	$	95.17		
	e. TREE TRIMMING	$	383.00		
	f. GAS & UTILITIES	$	304.28		
	g. EQUIPMENT	$	90.83		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	182.89		
			TOTAL COSTS:	$	4,012.10
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,730.48
5.	TOTAL ASSESSMENT			$	3,029.49
6.	AVERAGE ASSESSMENT PER PARCEL				59.41

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34C
Kennedy Estates Phase 4
TOTAL ASSESSMENT:
$3,029.49

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-304-001-000	$59.40	36	005-304-036-000	$59.40
2	005-304-002-000	$59.40	37	005-304-037-000	$59.40
3	005-304-003-000	$59.40	38	005-304-038-000	$59.40
4	005-304-004-000	$59.40	39	005-304-039-000	$59.40
5	005-304-005-000	$59.40	40	005-304-040-000	$59.40
6	005-304-006-000	$59.40	41	005-304-041-000	$59.40
7	005-304-007-000	$59.40	42	005-304-042-000	$59.40
8	005-304-008-000	$59.40	43	005-304-043-000	$59.40
9	005-304-009-000	$59.40	44	005-304-044-000	$59.40
10	005-304-010-000	$59.40	45	005-304-045-000	$59.40
11	005-304-011-000	$59.40	46	005-304-046-000	$59.40
12	005-304-012-000	$59.40	47	005-304-047-000	$59.40
13	005-304-013-000	$59.40	48	005-304-048-000	$59.40
14	005-304-014-000	$59.40	49	005-304-049-000	$59.40
15	005-304-015-000	$59.40	50	005-304-050-000	$59.40
16	005-304-016-000	$59.40	51	005-304-051-000	$59.40
17	005-304-017-000	$59.40			
18	005-304-018-000	$59.40		TOTAL	$3,029.49
19	005-304-019-000	$59.40			
20	005-304-020-000	$59.40			
21	005-304-021-000	$59.40			
22	005-304-022-000	$59.40			
23	005-304-023-000	$59.40			
24	005-304-024-000	$59.40			
25	005-304-025-000	$59.40			
26	005-304-026-000	$59.40			
27	005-304-027-000	$59.40			
28	005-304-028-000	$59.40			
29	005-304-029-000	$59.40			
30	005-304-030-000	$59.40			
31	005-304-031-000	$59.40			
32	005-304-032-000	$59.40			
33	005-304-033-000	$59.40			
34	005-304-034-000	$59.40			
35	005-304-035-000	$59.40			

CITY OF MADERA

ZONE 35

2016-2017

1.	BEGINNING FUND BALANCE			$	5,637.40
2.	LANDSCAPE MAINTENANCE COSTS	$	962.91		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	444.46		
	b. ENGINEERING ADMINISTRATION	$	728.29		
	c. LEGAL ADMINISTRATION	$	58.91		
	d. FINANCE ADMINISTRATION	$	158.06		
	e. TREE TRIMMING	$	203.00		
	f. GAS & UTILITIES	$	91.67		
	g. EQUIPMENT	$	54.90		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	110.55		
			TOTAL COSTS:	$	2,812.74
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,824.67
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 35 - SANTA BARBARA ESTATES

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-540-001-000	$0.00	36	009-540-036-000	$0.00
2	009-540-002-000	$0.00	37	009-540-037-000	$0.00
3	009-540-003-000	$0.00	38	009-540-038-000	$0.00
4	009-540-004-000	$0.00	39	009-540-039-000	$0.00
5	009-540-005-000	$0.00	40	009-540-040-000	$0.00
6	009-540-006-000	$0.00	41	009-540-041-000	$0.00
7	009-540-007-000	$0.00	42	009-540-042-000	$0.00
8	009-540-008-000	$0.00	43	009-540-043-000	$0.00
9	009-540-009-000	$0.00	44	009-540-044-000	$0.00
10	009-540-010-000	$0.00	45	009-540-045-000	$0.00
11	009-540-011-000	$0.00	46	009-540-046-000	$0.00
12	009-540-012-000	$0.00	47	009-540-047-000	$0.00
13	009-540-013-000	$0.00	48	009-540-048-000	$0.00
14	009-540-014-000	$0.00	49	009-540-049-000	$0.00
15	009-540-015-000	$0.00	50	009-540-050-000	$0.00
16	009-540-016-000	$0.00	51	009-540-051-000	$0.00
17	009-540-017-000	$0.00	52	009-540-052-000	$0.00
18	009-540-018-000	$0.00	53	009-540-053-000	$0.00
19	009-540-019-000	$0.00	54	009-540-054-000	$0.00
20	009-540-020-000	$0.00	55	009-540-055-000	$0.00
21	009-540-021-000	$0.00	56	009-540-056-000	$0.00
22	009-540-022-000	$0.00	57	009-540-057-000	$0.00
23	009-540-023-000	$0.00	58	009-540-058-000	$0.00
24	009-540-024-000	$0.00	59	009-540-059-000	$0.00
25	009-540-025-000	$0.00	60	009-540-060-000	$0.00
26	009-540-026-000	$0.00	61	009-540-061-000	$0.00
27	009-540-027-000	$0.00	62	009-540-062-000	$0.00
28	009-540-028-000	$0.00	63	009-540-063-000	$0.00
29	009-540-029-000	$0.00	64	009-540-064-000	$0.00
30	009-540-030-000	$0.00	65	009-540-065-000	$0.00
31	009-540-031-000	$0.00	66	009-540-066-000	$0.00
32	009-540-032-000	$0.00	67	009-540-067-000	$0.00
33	009-540-033-000	$0.00	68	009-540-068-000	$0.00
34	009-540-034-000	$0.00	69	009-540-069-000	$0.00
35	009-540-035-000	$0.00	70	009-540-070-000	$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-540-071-000	$0.00			
72	009-540-072-000	$0.00			
73	009-540-073-000	$0.00			
74	009-540-074-000	$0.00			
75	009-540-075-000	$0.00			
76	009-540-076-000	$0.00			
77	009-540-077-000	$0.00			
78	009-540-078-000	$0.00			
79	009-540-079-000	$0.00			
80	009-540-080-000	$0.00			
81	009-540-081-000	$0.00			
82	009-540-082-000	$0.00			
83	009-540-083-000	$0.00			
84	009-540-084-000	$0.00			
85	009-540-085-000	$0.00			
86	009-540-086-000	$0.00			
87	009-540-087-000	$0.00			
88	009-540-088-000	$0.00			
89	009-540-089-000	$0.00			
90	009-540-090-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 36A

2016-2017

1.	BEGINNING FUND BALANCE			$	11,733.98
2.	LANDSCAPE MAINTENANCE COSTS	$	3,968.65		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,660.87		
	b. ENGINEERING ADMINISTRATION	$	1,114.67		
	c. LEGAL ADMINISTRATION	$	90.16		
	d. FINANCE ADMINISTRATION	$	241.91		
	e. TREE TRIMMING	$	1,850.00		
	f. GAS & UTILITIES	$	202.16		
	g. EQUIPMENT	$	226.29		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	455.62		
			TOTAL COSTS:	$	9,810.33
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				4,173.65
5.	TOTAL ASSESSMENT			$	2,248.58
6.	AVERAGE ASSESSMENT PER PARCEL				15.85

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36A
Mariposa Estates
TOTAL ASSESSMENT:
$2,248.58

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-291-001-000	$15.84	36	011-292-012-000	$15.84
2	011-291-002-000	$15.84	37	011-292-013-000	$15.84
3	011-291-003-000	$15.84	38	011-292-014-000	$15.84
4	011-291-004-000	$15.84	39	011-292-015-000	$15.84
5	011-291-005-000	$15.84	40	011-292-016-000	$15.84
6	011-291-006-000	$15.84	41	011-292-017-000	$15.84
7	011-291-007-000	$15.84	42	011-292-018-000	$15.84
8	011-291-008-000	$15.84	43	011-292-019-000	$15.84
9	011-291-009-000	$15.84	44	011-292-020-000	$15.84
10	011-291-010-000	$15.84	45	011-292-021-000	$15.84
11	011-291-011-000	$15.84	46	011-292-022-000	$15.84
12	011-291-012-000	$15.84	47	011-292-023-000	$15.84
13	011-291-013-000	$15.84	48	011-292-024-000	$15.84
14	011-291-014-000	$15.84	49	011-292-025-000	$15.84
15	011-291-015-000	$15.84	50	011-292-026-000	$15.84
16	011-291-016-000	$15.84	51	011-292-027-000	$15.84
17	011-291-017-000	$15.84	52	011-292-028-000	$15.84
18	011-291-018-000	$15.84	53	011-292-029-000	$15.84
19	011-291-019-000	$15.84	54	011-292-030-000	$15.84
20	011-291-020-000	$15.84	55	011-292-031-000	$15.84
21	011-291-021-000	$15.84	56	011-292-032-000	$15.84
22	011-291-022-000	$15.84	57	011-292-033-000	$15.84
23	011-291-023-000	$15.84	58	011-292-034-000	$15.84
24	011-291-024-000	$15.84	59	011-292-035-000	$15.84
25	011-292-001-000	$15.84	60	011-292-036-000	$15.84
26	011-292-002-000	$15.84	61	011-292-037-000	$15.84
27	011-292-003-000	$15.84	62	011-292-038-000	$15.84
28	011-292-004-000	$15.84	63	011-292-039-000	$15.84
29	011-292-005-000	$15.84	64	011-292-040-000	$15.84
30	011-292-006-000	$15.84	65	011-292-041-000	$15.84
31	011-292-007-000	$15.84	66	011-292-042-000	$15.84
32	011-292-008-000	$15.84	67	011-292-095-000	$15.84
33	011-292-009-000	$15.84	68	011-292-044-000	$15.84
34	011-292-010-000	$15.84	69	011-292-045-000	$15.84
35	011-292-011-000	$15.84	70	011-292-046-000	$15.84

Assessment Number	Assessor's Parcel Number	Assessment
71	011-292-047-000	$15.84
72	011-291-025-000	$15.84
73	011-291-026-000	$15.84
74	011-291-027-000	$15.84
75	011-291-028-000	$15.84
76	011-291-029-000	$15.84
77	011-291-030-000	$15.84
78	011-291-031-000	$15.84
79	011-291-032-000	$15.84
80	011-291-033-000	$15.84
81	011-291-034-000	$15.84
82	011-291-035-000	$15.84
83	011-291-036-000	$15.84
84	011-292-048-000	$15.84
85	011-292-049-000	$15.84
86	011-292-050-000	$15.84
87	011-292-051-000	$15.84
88	011-292-052-000	$15.84
89	011-292-053-000	$15.84
90	011-292-054-000	$15.84
91	011-292-055-000	$15.84
92	011-292-056-000	$15.84
93	011-292-096-000	$15.84
94	011-292-058-000	$15.84
95	011-292-059-000	$15.84
96	011-292-060-000	$15.84
97	011-292-061-000	$15.84
98	011-292-062-000	$15.84
99	011-292-063-000	$15.84
100	011-292-064-000	$15.84
101	011-292-065-000	$15.84
102	011-292-066-000	$15.84
103	011-292-067-000	$15.84
104	011-292-068-000	$15.84
105	011-292-069-000	$15.84
106	011-292-070-000	$15.84
107	011-292-071-000	$15.84
108	011-292-072-000	$15.84
109	011-292-073-000	$15.84
110	011-292-074-000	$15.84
111	011-292-075-000	$15.84
112	011-292-076-000	$15.84
113	011-292-077-000	$15.84
114	011-292-078-000	$15.84
115	011-291-037-000	$15.84
116	011-291-038-000	$15.84
117	011-291-039-000	$15.84
118	011-291-040-000	$15.84
119	011-291-041-000	$15.84
120	011-291-042-000	$15.84
121	011-292-079-000	$15.84
122	011-292-080-000	$15.84
123	011-292-081-000	$15.84
124	011-292-082-000	$15.84
125	011-292-083-000	$15.84
126	011-292-084-000	$15.84
127	011-292-085-000	$15.84
128	011-292-086-000	$15.84
129	011-292-087-000	$15.84
130	011-292-088-000	$15.84
131	011-292-089-000	$15.84
132	011-292-090-000	$15.84
133	011-292-091-000	$15.84
134	011-292-092-000	$15.84
135	011-291-043-000	$15.84
136	011-291-044-000	$15.84
137	011-291-045-000	$15.84
138	011-291-046-000	$15.84
139	011-291-047-000	$15.84
140	011-291-048-000	$15.84
141	011-292-094-000	$15.84
142	011-292-097-000	$15.84
	TOTAL	$2,248.58

CITY OF MADERA

ZONE 36B

2016-2017

1.	BEGINNING FUND BALANCE			$	319.70
2.	LANDSCAPE MAINTENANCE COSTS	$	279.48		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	116.96		
	b. ENGINEERING ADMINISTRATION	$	133.86		
	c. LEGAL ADMINISTRATION	$	10.83		
	d. FINANCE ADMINISTRATION	$	29.05		
	e. TREE TRIMMING	$	140.00		
	f. GAS & UTILITIES	$	202.16		
	g. EQUIPMENT	$	15.94		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	32.09		
			TOTAL COSTS:	$	960.36
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				332.06
5.	TOTAL ASSESSMENT			$	972.63
6.	AVERAGE ASSESSMENT PER PARCEL				97.27

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36B
Mariposa Estates II
TOTAL ASSESSMENT:
$972.63

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-260-008-000	$97.26			
2	011-260-009-000	$97.26			
3	011-260-010-000	$97.26			
4	011-260-011-000	$97.26			
5	011-260-012-000	$97.26			
6	011-260-013-000	$97.26			
7	011-260-014-000	$97.26			
8	011-260-015-000	$97.26			
9	011-260-016-000	$97.26			
10	011-260-017-000	$97.26			
	Total	$972.63			

CITY OF MADERA

ZONE 36C

2016-2017

1.	BEGINNING FUND BALANCE			$	1,719.45
2.	LANDSCAPE MAINTENANCE COSTS	$	1,146.99		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	666.69		
	b. ENGINEERING ADMINISTRATION	$	401.35		
	c. LEGAL ADMINISTRATION	$	32.46		
	d. FINANCE ADMINISTRATION	$	87.10		
	e. TREE TRIMMING	$	293.00		
	f. GAS & UTILITIES	$	108.50		
	g. EQUIPMENT	$	65.40		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	131.68		
			TOTAL COSTS:	$	2,933.18
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,246.27
5.	TOTAL ASSESSMENT			$	2,460.00
6.	AVERAGE ASSESSMENT PER PARCEL				53.48

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36C - OLIVE ESTATES

TOTAL ASSESSMENT:
$2,460.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-272-002-000	$53.48	36	011-272-037-000	$53.48
2	011-272-003-000	$53.48	37	011-272-038-000	$53.48
3	011-272-004-000	$53.48	38	011-272-039-000	$53.48
4	011-272-005-000	$53.48	39	011-272-040-000	$53.48
5	011-272-006-000	$53.48	40	011-272-041-000	$53.48
6	011-272-007-000	$53.48	41	011-272-042-000	$53.48
7	011-272-008-000	$53.48	42	011-272-043-000	$53.48
8	011-272-009-000	$53.48	43	011-272-044-000	$53.48
9	011-272-010-000	$53.48	44	011-272-045-000	$53.48
10	011-272-011-000	$53.48	45	011-272-046-000	$53.48
11	011-272-012-000	$53.48	46	011-272-047-000	$53.48
12	011-272-013-000	$53.48			
13	011-272-014-000	$53.48		TOTAL	$2,460.00
14	011-272-015-000	$53.48			
15	011-272-016-000	$53.48			
16	011-272-017-000	$53.48			
17	011-272-018-000	$53.48			
18	011-272-019-000	$53.48			
19	011-272-020-000	$53.48			
20	011-272-021-000	$53.48			
21	011-272-022-000	$53.48			
22	011-272-023-000	$53.48			
23	011-272-024-000	$53.48			
24	011-272-025-000	$53.48			
25	011-272-026-000	$53.48			
26	011-272-027-000	$53.48			
27	011-272-028-000	$53.48			
28	011-272-029-000	$53.48			
29	011-272-030-000	$53.48			
30	011-272-031-000	$53.48			
31	011-272-032-000	$53.48			
32	011-272-033-000	$53.48			
33	011-272-034-000	$53.48			
34	011-272-035-000	$53.48			
35	011-272-036-000	$53.48			

CITY OF MADERA

ZONE 37

2016-2017

1.	BEGINNING FUND BALANCE			$	2,912.66
2.	LANDSCAPE MAINTENANCE COSTS	$	934.59		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	444.46		
	b. ENGINEERING ADMINISTRATION	$	802.59		
	c. LEGAL ADMINISTRATION	$	64.92		
	d. FINANCE ADMINISTRATION	$	174.18		
	e. TREE TRIMMING	$	383.00		
	f. GAS & UTILITIES	$	87.91		
	g. EQUIPMENT	$	53.29		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	107.29		
			TOTAL COSTS:	$	3,052.24
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,300.42
5.	TOTAL ASSESSMENT			$	1,440.00
6.	AVERAGE ASSESSMENT PER PARCEL				14.40

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 37 - ALMOND TREE ESTATES

TOTAL ASSESSMENT:
$1,440.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-560-001-000	$14.40	36	009-561-019-000	$14.40
2	009-560-002-000	$14.40	37	009-561-020-000	$14.40
3	009-560-003-000	$14.40	38	009-561-021-000	$14.40
4	009-560-004-000	$14.40	39	009-561-022-000	$14.40
5	009-560-005-000	$14.40	40	009-561-023-000	$14.40
6	009-560-006-000	$14.40	41	009-561-024-000	$14.40
7	009-560-007-000	$14.40	42	009-561-025-000	$14.40
8	009-560-008-000	$14.40	43	009-561-026-000	$14.40
9	009-560-009-000	$14.40	44	009-561-027-000	$14.40
10	009-560-010-000	$14.40	45	009-561-028-000	$14.40
11	009-560-011-000	$14.40	46	009-561-029-000	$14.40
12	009-560-012-000	$14.40	47	009-561-030-000	$14.40
13	009-560-013-000	$14.40	48	009-561-031-000	$14.40
14	009-560-014-000	$14.40	49	009-561-032-000	$14.40
15	009-560-015-000	$14.40	50	009-561-033-000	$14.40
16	009-560-016-000	$14.40	51	009-560-018-000	$14.40
17	009-560-017-000	$14.40	52	009-560-019-000	$14.40
18	009-561-001-000	$14.40	53	009-560-020-000	$14.40
19	009-561-002-000	$14.40	54	009-560-021-000	$14.40
20	009-561-003-000	$14.40	55	009-560-022-000	$14.40
21	009-561-004-000	$14.40	56	009-560-023-000	$14.40
22	009-561-005-000	$14.40	57	009-560-024-000	$14.40
23	009-561-006-000	$14.40	58	009-560-025-000	$14.40
24	009-561-007-000	$14.40	59	009-560-026-000	$14.40
25	009-561-008-000	$14.40	60	009-560-027-000	$14.40
26	009-561-009-000	$14.40	61	009-560-028-000	$14.40
27	009-561-010-000	$14.40	62	009-560-029-000	$14.40
28	009-561-011-000	$14.40	63	009-560-030-000	$14.40
29	009-561-012-000	$14.40	64	009-560-031-000	$14.40
30	009-561-013-000	$14.40	65	009-560-032-000	$14.40
31	009-561-014-000	$14.40	66	009-560-033-000	$14.40
32	009-561-015-000	$14.40	67	009-560-034-000	$14.40
33	009-561-016-000	$14.40	68	009-560-035-000	$14.40
34	009-561-017-000	$14.40	69	009-560-036-000	$14.40
35	009-561-018-000	$14.40	70	009-560-037-000	$14.40

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-560-038-000	$14.40			
72	009-560-039-000	$14.40			
73	009-560-040-000	$14.40			
74	009-560-041-000	$14.40			
75	009-560-042-000	$14.40			
76	009-560-043-000	$14.40			
77	009-561-034-000	$14.40			
78	009-561-035-000	$14.40			
79	009-561-036-000	$14.40			
80	009-561-037-000	$14.40			
81	009-561-038-000	$14.40			
82	009-561-039-000	$14.40			
83	009-561-040-000	$14.40			
84	009-561-041-000	$14.40			
85	009-561-042-000	$14.40			
86	009-561-043-000	$14.40			
87	009-561-044-000	$14.40			
88	009-561-045-000	$14.40			
89	009-561-046-000	$14.40			
90	009-561-047-000	$14.40			
91	009-561-048-000	$14.40			
92	009-561-049-000	$14.40			
93	009-560-044-000	$14.40			
94	009-560-045-000	$14.40			
95	009-560-046-000	$14.40			
96	009-560-047-000	$14.40			
97	009-560-048-000	$14.40			
98	009-560-049-000	$14.40			
99	009-560-050-000	$14.40			
100	009-560-051-000	$14.40			
	TOTAL	$1,440.00			

CITY OF MADERA

ZONE 39

2016-2017

1.	BEGINNING FUND BALANCE			$	5,518.18
2.	LANDSCAPE MAINTENANCE COSTS	$	1,246.12		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	777.80		
	b. ENGINEERING ADMINISTRATION	$	668.85		
	c. LEGAL ADMINISTRATION	$	54.10		
	d. FINANCE ADMINISTRATION	$	145.16		
	e. TREE TRIMMING	$	473.00		
	f. GAS & UTILITIES	$	286.09		
	g. EQUIPMENT	$	71.05		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	143.06		
			TOTAL COSTS:	$	3,865.23
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,652.95
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 39 - CARMEL HOMES III

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-470-001-000	$0.00	36	012-470-036-000	$0.00
2	012-470-002-000	$0.00	37	012-470-037-000	$0.00
3	012-470-003-000	$0.00	38	012-470-038-000	$0.00
4	012-470-004-000	$0.00	39	012-470-039-000	$0.00
5	012-470-005-000	$0.00	40	012-470-040-000	$0.00
6	012-470-006-000	$0.00	41	012-470-041-000	$0.00
7	012-470-007-000	$0.00	42	012-470-042-000	$0.00
8	012-470-008-000	$0.00	43	012-470-043-000	$0.00
9	012-470-009-000	$0.00	44	012-470-044-000	$0.00
10	012-470-010-000	$0.00	45	012-470-045-000	$0.00
11	012-470-011-000	$0.00	46	012-470-046-000	$0.00
12	012-470-012-000	$0.00	47	012-470-047-000	$0.00
13	012-470-013-000	$0.00	48	012-470-048-000	$0.00
14	012-470-014-000	$0.00	49	012-470-049-000	$0.00
15	012-470-015-000	$0.00	50	012-470-050-000	$0.00
16	012-470-016-000	$0.00	51	012-470-051-000	$0.00
17	012-470-017-000	$0.00	52	012-470-052-000	$0.00
18	012-470-018-000	$0.00	53	012-470-053-000	$0.00
19	012-470-019-000	$0.00	54	012-470-054-000	$0.00
20	012-470-020-000	$0.00	55	012-470-055-000	$0.00
21	012-470-021-000	$0.00	56	012-470-056-000	$0.00
22	012-470-022-000	$0.00	57	012-470-057-000	$0.00
23	012-470-023-000	$0.00	58	012-470-058-000	$0.00
24	012-470-024-000	$0.00	59	012-470-059-000	$0.00
25	012-470-025-000	$0.00	60	012-470-060-000	$0.00
26	012-470-026-000	$0.00	61	012-470-061-000	$0.00
27	012-470-026-000	$0.00	62	012-470-062-000	$0.00
28	012-470-028-000	$0.00	63	012-470-063-000	$0.00
29	012-470-029-000	$0.00	64	012-470-064-000	$0.00
30	012-470-030-000	$0.00	65	012-470-065-000	$0.00
31	012-470-031-000	$0.00	66	012-470-066-000	$0.00
32	012-470-032-000	$0.00	67	012-470-067-000	$0.00
33	012-470-033-000	$0.00	68	012-470-068-000	$0.00
34	012-470-034-000	$0.00	69	012-470-069-000	$0.00
35	012-470-035-000	$0.00	70	012-470-070-000	$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-470-071-000	$0.00			
72	012-470-072-000	$0.00			
73	012-470-073-000	$0.00			
74	012-470-074-000	$0.00			
75	012-470-075-000	$0.00			
76	012-470-076-000	$0.00			
77	012-470-077-000	$0.00			
78	012-470-078-000	$0.00			
79	012-470-079-000	$0.00			
80	012-470-080-000	$0.00			
81	012-470-081-000	$0.00			
82	012-470-082-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 40

2016-2017

1.	BEGINNING FUND BALANCE			$	4,080.35
2.	LANDSCAPE MAINTENANCE COSTS	$	2,081.58		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	444.46		
	b. ENGINEERING ADMINISTRATION	$	639.12		
	c. LEGAL ADMINISTRATION	$	51.70		
	d. FINANCE ADMINISTRATION	$	138.70		
	e. TREE TRIMMING	$	788.00		
	f. GAS & UTILITIES	$	198.05		
	g. EQUIPMENT	$	118.69		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	238.97		
			TOTAL COSTS:	$	4,699.28
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,031.07
5.	TOTAL ASSESSMENT			$	2,649.22
6.	AVERAGE ASSESSMENT PER PARCEL				33.97

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 40 - TIERRA VISTA ESTATES

TOTAL ASSESSMENT:
$2,649.22

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-254-005-000	$33.96	36	012-254-040-000	$33.96
2	012-254-006-000	$33.96	37	012-254-041-000	$33.96
3	012-254-007-000	$33.96	38	012-254-042-000	$33.96
4	012-254-008-000	$33.96	39	012-254-043-000	$33.96
5	012-254-009-000	$33.96	40	012-254-044-000	$33.96
6	012-254-010-000	$33.96	41	012-254-045-000	$33.96
7	012-254-011-000	$33.96	42	012-254-046-000	$33.96
8	012-254-012-000	$33.96	43	012-254-047-000	$33.96
9	012-254-013-000	$33.96	44	012-254-048-000	$33.96
10	012-254-014-000	$33.96	45	012-254-049-000	$33.96
11	012-254-015-000	$33.96	46	012-254-050-000	$33.96
12	012-254-016-000	$33.96	47	012-254-051-000	$33.96
13	012-254-017-000	$33.96	48	012-254-052-000	$33.96
14	012-254-018-000	$33.96	49	012-254-053-000	$33.96
15	012-254-019-000	$33.96	50	012-254-054-000	$33.96
16	012-254-020-000	$33.96	51	012-254-055-000	$33.96
17	012-254-021-000	$33.96	52	012-254-056-000	$33.96
18	012-254-022-000	$33.96	53	012-254-057-000	$33.96
19	012-254-023-000	$33.96	54	012-254-058-000	$33.96
20	012-254-024-000	$33.96	55	012-254-059-000	$33.96
21	012-254-025-000	$33.96	56	012-254-060-000	$33.96
22	012-254-026-000	$33.96	57	012-254-061-000	$33.96
23	012-254-027-000	$33.96	58	012-254-062-000	$33.96
24	012-254-028-000	$33.96	59	012-254-063-000	$33.96
25	012-254-029-000	$33.96	60	012-254-064-000	$33.96
26	012-254-030-000	$33.96	61	012-254-065-000	$33.96
27	012-254-031-000	$33.96	62	012-254-066-000	$33.96
28	012-254-032-000	$33.96	63	012-254-067-000	$33.96
29	012-254-033-000	$33.96	64	012-254-068-000	$33.96
30	012-254-034-000	$33.96	65	012-254-069-000	$33.96
31	012-254-035-000	$33.96	66	012-254-070-000	$33.96
32	012-254-036-000	$33.96	67	012-254-071-000	$33.96
33	012-254-037-000	$33.96	68	012-254-072-000	$33.96
34	012-254-038-000	$33.96	69	012-254-073-000	$33.96
35	012-254-039-000	$33.96	70	012-254-074-000	$33.96

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-254-075-000	$33.96			
72	012-254-076-000	$33.96			
73	012-254-077-000	$33.96			
74	012-254-078-000	$33.96			
75	012-254-079-000	$33.96			
76	012-254-080-000	$33.96			
77	012-254-081-000	$33.96			
78	012-254-082-000	$33.96			
	Total	$2,649.22			

CITY OF MADERA

ZONE 41

2016-2017

1.	BEGINNING FUND BALANCE			$	19,659.74
2.	LANDSCAPE MAINTENANCE COSTS	$	1,444.36		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	444.46		
	b. ENGINEERING ADMINISTRATION	$	275.04		
	c. LEGAL ADMINISTRATION	$	22.25		
	d. FINANCE ADMINISTRATION	$	59.69		
	e. TREE TRIMMING	$	248.00		
	f. GAS & UTILITIES	$	138.28		
	g. EQUIPMENT	$	82.36		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	165.82		
			TOTAL COSTS:	$	2,880.25
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				16,779.49
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 41 - Pond Place Estates

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-440-001-000	$0.00			
2	012-440-002-000	$0.00			
3	012-440-003-000	$0.00			
4	012-440-004-000	$0.00			
5	012-440-005-000	$0.00			
6	012-440-006-000	$0.00			
7	012-440-007-000	$0.00			
8	012-440-008-000	$0.00			
9	012-440-009-000	$0.00			
10	012-440-010-000	$0.00			
11	012-440-011-000	$0.00			
12	012-440-012-000	$0.00			
13	012-440-013-000	$0.00			
14	012-440-014-000	$0.00			
15	012-440-015-000	$0.00			
16	012-440-016-000	$0.00			
17	012-440-017-000	$0.00			
18	012-440-018-000	$0.00			
19	012-440-019-000	$0.00			
20	012-440-020-000	$0.00			
21	012-440-021-000	$0.00			
22	012-440-022-000	$0.00			
23	012-440-023-000	$0.00			
24	012-440-024-000	$0.00			
25	012-440-025-000	$0.00			
26	012-440-026-000	$0.00			
27	012-440-027-000	$0.00			
28	012-440-028-000	$0.00			
29	012-440-029-000	$0.00			
	Total	$0.00			

CITY OF MADERA

ZONE 43A

2016-2017

1.	BEGINNING FUND BALANCE			$	113,234.78
2.	LANDSCAPE MAINTENANCE COSTS	$	32,370.72		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	2,221.78		
	b. ENGINEERING ADMINISTRATION	$	2,333.25		
	c. LEGAL ADMINISTRATION	$	188.73		
	d. FINANCE ADMINISTRATION	$	506.37		
	e. TREE TRIMMING	$	2,385.00		
	f. GAS & UTILITIES	$	3,765.99		
	g. EQUIPMENT	$	1,845.76		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	3,716.30		
			TOTAL COSTS:	$	49,333.89
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				63,900.88
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

This zone includes new improvements intended to enhance the neighborhood. Improvements include:14,540 square feet of landscape and hardscape materials, playground equipment. Inclusion of these improvements do not serve to increase the abase assessment.

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43A - ORCHARD POINTE PHASE I & II

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-340-004-000	$0.00	36	011-341-034-000	$0.00
2	011-340-005-000	$0.00	37	011-341-035-000	$0.00
3	011-341-001-000	$0.00	38	011-341-036-000	$0.00
4	011-341-002-000	$0.00	39	011-341-037-000	$0.00
5	011-341-003-000	$0.00	40	011-341-038-000	$0.00
6	011-341-004-000	$0.00	41	011-341-039-000	$0.00
7	011-341-005-000	$0.00	42	011-341-040-000	$0.00
8	011-341-006-000	$0.00	43	011-341-041-000	$0.00
9	011-341-007-000	$0.00	44	011-341-042-000	$0.00
10	011-341-008-000	$0.00	45	011-341-043-000	$0.00
11	011-341-009-000	$0.00	46	011-342-001-000	$0.00
12	011-341-010-000	$0.00	47	011-342-002-000	$0.00
13	011-341-011-000	$0.00	48	011-342-003-000	$0.00
14	011-341-012-000	$0.00	49	011-342-004-000	$0.00
15	011-341-013-000	$0.00	50	011-342-005-000	$0.00
16	011-341-014-000	$0.00	51	011-342-006-000	$0.00
17	011-341-015-000	$0.00	52	011-342-007-000	$0.00
18	011-341-016-000	$0.00	53	011-342-008-000	$0.00
19	011-341-017-000	$0.00	54	011-342-009-000	$0.00
20	011-341-018-000	$0.00	55	011-342-010-000	$0.00
21	011-341-019-000	$0.00	56	011-342-011-000	$0.00
22	011-341-020-000	$0.00	57	011-342-012-000	$0.00
23	011-341-021-000	$0.00	58	011-342-013-000	$0.00
24	011-341-022-000	$0.00	59	011-342-014-000	$0.00
25	011-341-023-000	$0.00	60	011-342-015-000	$0.00
26	011-341-024-000	$0.00	61	011-342-016-000	$0.00
27	011-341-025-000	$0.00	62	011-342-017-000	$0.00
28	011-341-026-000	$0.00	63	011-342-018-000	$0.00
29	011-341-027-000	$0.00	64	011-342-019-000	$0.00
30	011-341-028-000	$0.00	65	011-342-020-000	$0.00
31	011-341-029-000	$0.00	66	011-342-021-000	$0.00
32	011-341-030-000	$0.00	67	011-342-022-000	$0.00
33	011-341-031-000	$0.00	68	011-342-023-000	$0.00
34	011-341-032-000	$0.00	69	011-342-024-000	$0.00
35	011-341-033-000	$0.00	70	011-342-025-000	$0.00
71	011-342-026-000	$0.00	116	011-352-011-000	$0.00
72	011-342-027-000	$0.00	117	011-352-012-000	$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
73	011-342-028-000	$0.00	118	011-352-013-000	$0.00
74	011-342-029-000	$0.00	119	011-352-014-000	$0.00
75	011-342-030-000	$0.00	120	011-352-015-000	$0.00
76	011-342-031-000	$0.00	121	011-352-016-000	$0.00
77	011-342-032-000	$0.00	122	011-352-017-000	$0.00
78	011-342-033-000	$0.00	123	011-352-018-000	$0.00
79	011-342-034-000	$0.00	124	011-352-019-000	$0.00
80	011-342-035-000	$0.00	125	011-352-020-000	$0.00
81	011-342-036-000	$0.00	126	011-352-021-000	$0.00
82	011-342-037-000	$0.00	127	011-352-022-000	$0.00
83	011-342-038-000	$0.00	128	011-352-023-000	$0.00
84	011-342-039-000	$0.00	129	011-352-024-000	$0.00
85	011-342-040-000	$0.00	130	011-352-025-000	$0.00
86	011-342-041-000	$0.00	131	011-352-026-000	$0.00
87	011-342-042-000	$0.00	132	011-352-027-000	$0.00
88	011-342-043-000	$0.00	133	011-352-028-000	$0.00
89	011-342-044-000	$0.00	134	011-352-029-000	$0.00
90	011-342-045-000	$0.00	135	011-352-030-000	$0.00
91	011-342-046-000	$0.00	136	011-352-031-000	$0.00
92	011-342-047-000	$0.00	137	011-352-032-000	$0.00
93	011-342-048-000	$0.00	138	011-352-033-000	$0.00
94	011-342-049-000	$0.00	139	011-352-034-000	$0.00
95	011-342-050-000	$0.00	140	011-352-035-000	$0.00
96	011-342-051-000	$0.00	141	011-352-036-000	$0.00
97	011-342-052-000	$0.00	142	011-352-037-000	$0.00
98	011-342-053-000	$0.00	143	011-352-038-000	$0.00
99	011-342-054-000	$0.00	144	011-352-039-000	$0.00
100	011-342-055-000	$0.00	145	011-352-040-000	$0.00
101	011-342-056-000	$0.00	146	011-352-041-000	$0.00
102	011-342-057-000	$0.00	147	011-351-001-000	$0.00
103	011-342-058-000	$0.00	148	011-351-002-000	$0.00
104	011-342-059-000	$0.00	149	011-351-003-000	$0.00
105	011-342-060-000	$0.00	150	011-351-004-000	$0.00
106	011-352-001-000	$0.00	151	011-351-005-000	$0.00
107	011-352-002-000	$0.00	152	011-351-006-000	$0.00
108	011-352-003-000	$0.00	153	011-351-007-000	$0.00
109	011-352-004-000	$0.00	154	011-351-008-000	$0.00
110	011-352-005-000	$0.00	155	011-351-009-000	$0.00
111	011-352-006-000	$0.00	156	011-351-010-000	$0.00
112	011-352-007-000	$0.00	157	011-351-011-000	$0.00
113	011-352-008-000	$0.00	158	011-351-012-000	$0.00
114	011-352-009-000	$0.00	159	011-351-013-000	$0.00
115	011-352-010-000	$0.00	160	011-351-014-000	$0.00
161	011-351-015-000	$0.00	206	011-351-060-000	$0.00
162	011-351-016-000	$0.00	207	011-351-061-000	$0.00
163	011-351-017-000	$0.00	208	011-351-062-000	$0.00
164	011-351-018-000	$0.00	209	011-351-063-000	$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
165	011-351-019-000	$0.00	210	011-351-064-000	$0.00
166	011-351-020-000	$0.00	211	011-351-065-000	$0.00
167	011-351-021-000	$0.00	212	011-351-066-000	$0.00
168	011-351-022-000	$0.00	213	011-351-067-000	$0.00
169	011-351-023-000	$0.00	214	011-351-068-000	$0.00
170	011-351-024-000	$0.00	215	011-351-069-000	$0.00
171	011-351-025-000	$0.00	216	011-351-070-000	$0.00
172	011-351-026-000	$0.00	217	011-351-071-000	$0.00
173	011-351-027-000	$0.00	218	011-351-072-000	$0.00
174	011-351-028-000	$0.00	219	011-351-073-000	$0.00
175	011-351-029-000	$0.00	220	011-351-074-000	$0.00
176	011-351-030-000	$0.00	221	011-351-075-000	$0.00
177	011-351-031-000	$0.00	222	011-351-076-000	$0.00
178	011-351-032-000	$0.00	223	011-351-077-000	$0.00
179	011-351-033-000	$0.00	224	011-351-078-000	$0.00
180	011-351-034-000	$0.00	225	011-351-079-000	$0.00
181	011-351-035-000	$0.00	226	011-351-080-000	$0.00
182	011-351-036-000	$0.00	227	011-350-001-000	$0.00
183	011-351-037-000	$0.00	228	011-350-002-000	$0.00
184	011-351-038-000	$0.00	229	011-350-003-000	$0.00
185	011-351-039-000	$0.00	230	011-350-004-000	$0.00
186	011-351-040-000	$0.00	231	011-350-005-000	$0.00
187	011-351-041-000	$0.00	232	011-350-006-000	$0.00
188	011-351-042-000	$0.00	233	011-350-007-000	$0.00
189	011-351-043-000	$0.00	234	011-350-008-000	$0.00
190	011-351-044-000	$0.00	235	011-350-009-000	$0.00
191	011-351-045-000	$0.00	236	011-350-010-000	$0.00
192	011-351-046-000	$0.00	237	011-350-011-000	$0.00
193	011-351-047-000	$0.00	238	011-350-012-000	$0.00
194	011-351-048-000	$0.00	239	011-350-013-000	$0.00
195	011-351-049-000	$0.00	240	011-350-014-000	$0.00
196	011-351-050-000	$0.00	241	011-350-015-000	$0.00
197	011-351-051-000	$0.00	242	011-350-016-000	$0.00
198	011-351-052-000	$0.00	243	011-350-017-000	$0.00
199	011-351-053-000	$0.00	244	011-350-018-000	$0.00
200	011-351-054-000	$0.00	245	011-350-019-000	$0.00
201	011-351-055-000	$0.00	246	011-350-020-000	$0.00
202	011-351-056-000	$0.00	247	011-350-021-000	$0.00
203	011-351-057-000	$0.00	248	011-350-022-000	$0.00
204	011-351-085-000	$0.00	249	011-350-023-000	$0.00
205	011-351-086-000	$0.00	250	011-350-024-000	$0.00
251	011-350-025-000	$0.00	296	011-353-006-000	$0.00
252	011-350-026-000	$0.00	297	011-353-007-000	$0.00
253	011-350-027-000	$0.00	298	011-353-008-000	$0.00
254	011-350-028-000	$0.00	299	011-353-009-000	$0.00
255	011-350-029-000	$0.00	300	011-353-010-000	$0.00

Assessment Number	Assessor's Parcel Number	Assessment
256	011-350-030-000	$0.00
257	011-350-031-000	$0.00
258	011-350-032-000	$0.00
259	011-350-033-000	$0.00
260	011-350-034-000	$0.00
261	011-350-035-000	$0.00
262	011-350-036-000	$0.00
263	011-350-037-000	$0.00
264	011-350-038-000	$0.00
265	011-350-039-000	$0.00
266	011-350-040-000	$0.00
267	011-350-041-000	$0.00
268	011-350-042-000	$0.00
269	011-350-043-000	$0.00
270	011-350-044-000	$0.00
271	011-350-045-000	$0.00
272	011-350-046-000	$0.00
273	011-350-047-000	$0.00
274	011-350-048-000	$0.00
275	011-350-049-000	$0.00
276	011-350-050-000	$0.00
277	011-350-051-000	$0.00
278	011-350-052-000	$0.00
279	011-350-053-000	$0.00
280	011-350-054-000	$0.00
281	011-350-055-000	$0.00
282	011-350-056-000	$0.00
283	011-350-057-000	$0.00
284	011-350-058-000	$0.00
285	011-350-059-000	$0.00
286	011-350-060-000	$0.00
287	011-350-061-000	$0.00
288	011-350-062-000	$0.00
289	011-350-063-000	$0.00
290	011-350-064-000	$0.00
291	011-353-001-000	$0.00
292	011-353-002-000	$0.00
293	011-353-003-000	$0.00
294	011-353-004-000	$0.00
295	011-353-005-000	$0.00

Assessment Number	Assessor's Parcel Number	Assessment
301	011-353-011-000	$0.00
302	011-353-012-000	$0.00
303	011-353-013-000	$0.00
304	011-353-014-000	$0.00
305	011-353-015-000	$0.00
306	011-353-016-000	$0.00
	TOTAL	$0.00

CITY OF MADERA

ZONE 43C

2016-2017

1.	BEGINNING FUND BALANCE			$	14,526.12
2.	LANDSCAPE MAINTENANCE COSTS	$	11,144.25		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,666.21		
	b. ENGINEERING ADMINISTRATION	$	1,590.21		
	c. LEGAL ADMINISTRATION	$	128.63		
	d. FINANCE ADMINISTRATION	$	345.11		
	e. TREE TRIMMING	$	3,690.00		
	f. GAS & UTILITIES	$	944.76		
	g. EQUIPMENT	$	635.44		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	1,279.41		
			TOTAL COSTS:	$	21,424.02
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				9,302.10
5.	TOTAL ASSESSMENT			$	16,200.55
6.	AVERAGE ASSESSMENT PER PARCEL				78.64

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43C - El Coronado Estates

TOTAL ASSESSMENT:
$16,200.55

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-331-001-000	$78.64	36	011-333-033-000	$78.64
2	011-331-002-000	$78.64	37	011-333-034-000	$78.64
3	011-331-003-000	$78.64	38	011-333-035-000	$78.64
4	011-333-001-000	$78.64	39	011-333-036-000	$78.64
5	011-333-002-000	$78.64	40	011-333-037-000	$78.64
6	011-333-003-000	$78.64	41	011-333-038-000	$78.64
7	011-333-004-000	$78.64	42	011-333-039-000	$78.64
8	011-333-005-000	$78.64	43	011-333-040-000	$78.64
9	011-333-006-000	$78.64	44	011-333-041-000	$78.64
10	011-333-007-000	$78.64	45	011-333-042-000	$78.64
11	011-333-008-000	$78.64	46	011-333-043-000	$78.64
12	011-333-009-000	$78.64	47	011-333-044-000	$78.64
13	011-333-010-000	$78.64	48	011-331-019-000	$78.64
14	011-333-011-000	$78.64	49	011-331-020-000	$78.64
15	011-333-012-000	$78.64	50	011-331-021-000	$78.64
16	011-333-013-000	$78.64	51	011-332-001-000	$78.64
17	011-333-014-000	$78.64	52	011-332-002-000	$78.64
18	011-333-015-000	$78.64	53	011-332-003-000	$78.64
19	011-333-016-000	$78.64	54	011-332-004-000	$78.64
20	011-333-017-000	$78.64	55	011-332-005-000	$78.64
21	011-333-018-000	$78.64	56	011-332-006-000	$78.64
22	011-333-019-000	$78.64	57	011-332-007-000	$78.64
23	011-333-020-000	$78.64	58	011-332-008-000	$78.64
24	011-333-021-000	$78.64	59	011-332-009-000	$78.64
25	011-333-022-000	$78.64	60	011-332-010-000	$78.64
26	011-333-023-000	$78.64	61	011-332-011-000	$78.64
27	011-333-024-000	$78.64	62	011-332-012-000	$78.64
28	011-333-025-000	$78.64	63	011-332-013-000	$78.64
29	011-333-026-000	$78.64	64	011-332-014-000	$78.64
30	011-333-027-000	$78.64	65	011-332-015-000	$78.64
31	011-333-028-000	$78.64	66	011-332-016-000	$78.64
32	011-333-029-000	$78.64	67	011-332-017-000	$78.64
33	011-333-030-000	$78.64	68	011-332-018-000	$78.64
34	011-333-031-000	$78.64	69	011-332-019-000	$78.64
35	011-333-032-000	$78.64	70	011-332-020-000	$78.64
71	011-332-021-000	$78.64	116	011-333-082-000	$78.64
72	011-332-022-000	$78.64	117	011-333-083-000	$78.64

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
73	011-332-023-000	$78.64	118	011-333-084-000	$78.64
74	011-332-024-000	$78.64	119	011-333-085-000	$78.64
75	011-332-025-000	$78.64	120	011-331-004-000	$78.64
76	011-332-026-000	$78.64	121	011-331-005-000	$78.64
77	011-332-027-000	$78.64	122	011-331-006-000	$78.64
78	011-332-028-000	$78.64	123	011-331-007-000	$78.64
79	011-333-045-000	$78.64	124	011-331-008-000	$78.64
80	011-333-046-000	$78.64	125	011-331-009-000	$78.64
81	011-333-047-000	$78.64	126	011-331-010-000	$78.64
82	011-333-048-000	$78.64	127	011-331-011-000	$78.64
83	011-333-049-000	$78.64	128	011-331-012-000	$78.64
84	011-333-050-000	$78.64	129	011-331-013-000	$78.64
85	011-333-051-000	$78.64	130	011-331-014-000	$78.64
86	011-333-052-000	$78.64	131	011-331-015-000	$78.64
87	011-333-053-000	$78.64	132	011-331-016-000	$78.64
88	011-333-054-000	$78.64	133	011-331-017-000	$78.64
89	011-333-055-000	$78.64	134	011-331-018-000	$78.64
90	011-333-056-000	$78.64	135	011-333-086-000	$78.64
91	011-333-057-000	$78.64	136	011-333-087-000	$78.64
92	011-333-058-000	$78.64	137	011-333-088-000	$78.64
93	011-333-059-000	$78.64	138	011-333-089-000	$78.64
94	011-333-060-000	$78.64	139	011-333-090-000	$78.64
95	011-333-061-000	$78.64	140	011-333-091-000	$78.64
96	011-333-062-000	$78.64	141	011-333-092-000	$78.64
97	011-333-063-000	$78.64	142	011-333-093-000	$78.64
98	011-333-064-000	$78.64	143	011-333-094-000	$78.64
99	011-333-065-000	$78.64	144	011-333-095-000	$78.64
100	011-333-066-000	$78.64	145	011-333-096-000	$78.64
101	011-333-067-000	$78.64	146	011-333-097-000	$78.64
102	011-333-068-000	$78.64	147	011-331-022-000	$78.64
103	011-333-069-000	$78.64	148	011-331-023-000	$78.64
104	011-333-070-000	$78.64	149	011-331-024-000	$78.64
105	011-333-071-000	$78.64	150	011-331-025-000	$78.64
106	011-333-072-000	$78.64	151	011-331-026-000	$78.64
107	011-333-073-000	$78.64	152	011-331-027-000	$78.64
108	011-333-074-000	$78.64	153	011-331-028-000	$78.64
109	011-333-075-000	$78.64	154	011-331-029-000	$78.64
110	011-333-076-000	$78.64	155	011-331-030-000	$78.64
111	011-333-077-000	$78.64	156	011-331-031-000	$78.64
112	011-333-078-000	$78.64	157	011-331-032-000	$78.64
113	011-333-079-000	$78.64	158	011-331-033-000	$78.64
114	011-333-080-000	$78.64	159	011-331-034-000	$78.64
115	011-333-081-000	$78.64	160	011-331-035-000	$78.64
161	011-331-036-000	$78.64	206	011-332-058-000	$78.64
162	011-331-037-000	$78.64			
163	011-331-038-000	$78.64		Total	$16,200.55
164	011-331-039-000	$78.64			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
165	011-331-040-000	$78.64			
166	011-331-041-000	$78.64			
167	011-331-042-000	$78.64			
168	011-331-043-000	$78.64			
169	011-331-044-000	$78.64			
170	011-331-045-000	$78.64			
171	011-331-046-000	$78.64			
172	011-331-047-000	$78.64			
173	011-331-048-000	$78.64			
174	011-331-049-000	$78.64			
175	011-331-050-000	$78.64			
176	011-331-051-000	$78.64			
177	011-332-029-000	$78.64			
178	011-332-030-000	$78.64			
179	011-332-031-000	$78.64			
180	011-332-032-000	$78.64			
181	011-332-033-000	$78.64			
182	011-332-034-000	$78.64			
183	011-332-035-000	$78.64			
184	011-332-036-000	$78.64			
185	011-332-037-000	$78.64			
186	011-332-038-000	$78.64			
187	011-332-039-000	$78.64			
188	011-332-040-000	$78.64			
189	011-332-041-000	$78.64			
190	011-332-042-000	$78.64			
191	011-332-043-000	$78.64			
192	011-332-044-000	$78.64			
193	011-332-045-000	$78.64			
194	011-332-046-000	$78.64			
195	011-332-047-000	$78.64			
196	011-332-048-000	$78.64			
197	011-332-049-000	$78.64			
198	011-332-050-000	$78.64			
199	011-332-051-000	$78.64			
200	011-332-052-000	$78.64			
201	011-332-053-000	$78.64			
202	011-332-054-000	$78.64			
203	011-332-055-000	$78.64			
204	011-332-056-000	$78.64			
205	011-332-057-000	$78.64			

CITY OF MADERA

ZONE 43D

2016-2017

1.	BEGINNING FUND BALANCE			$	2,775.96
2.	LANDSCAPE MAINTENANCE COSTS	$	3,809.15		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,222.26		
	b. ENGINEERING ADMINISTRATION	$	832.31		
	c. LEGAL ADMINISTRATION	$	67.32		
	d. FINANCE ADMINISTRATION	$	180.63		
	e. TREE TRIMMING	$	1,395.00		
	f. GAS & UTILITIES	$	362.91		
	g. EQUIPMENT	$	217.20		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	437.31		
			TOTAL COSTS:	$	8,524.10
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				2,708.06
5.	TOTAL ASSESSMENT			$	8,455.16
6.	AVERAGE ASSESSMENT PER PARCEL				81.31

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43D - ALMOND VILLAGE ESTATES

TOTAL ASSESSMENT:
$8,455.16

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-360-001-000	81.30	36	011-360-036-000	81.30
2	011-360-002-000	81.30	37	011-360-037-000	81.30
3	011-360-003-000	81.30	38	011-360-038-000	81.30
4	011-360-004-000	81.30	39	011-360-039-000	81.30
5	011-360-005-000	81.30	40	011-360-040-000	81.30
6	011-360-006-000	81.30	41	011-360-041-000	81.30
7	011-360-007-000	81.30	42	011-360-042-000	81.30
8	011-360-008-000	81.30	43	011-360-043-000	81.30
9	011-360-009-000	81.30	44	011-360-044-000	81.30
10	011-360-010-000	81.30	45	011-360-045-000	81.30
11	011-360-011-000	81.30	46	011-360-046-000	81.30
12	011-360-012-000	81.30	47	011-360-047-000	81.30
13	011-360-013-000	81.30	48	011-360-048-000	81.30
14	011-360-014-000	81.30	49	011-360-049-000	81.30
15	011-360-015-000	81.30	50	011-360-050-000	81.30
16	011-360-016-000	81.30	51	011-360-051-000	81.30
17	011-360-017-000	81.30	52	011-360-052-000	81.30
18	011-360-018-000	81.30	53	011-360-053-000	81.30
19	011-360-019-000	81.30	54	011-360-054-000	81.30
20	011-360-020-000	81.30	55	011-360-055-000	81.30
21	011-360-021-000	81.30	56	011-360-056-000	81.30
22	011-360-022-000	81.30	57	011-360-057-000	81.30
23	011-360-023-000	81.30	58	011-360-058-000	81.30
24	011-360-024-000	81.30	59	011-360-059-000	81.30
25	011-360-025-000	81.30	60	011-361-001-000	81.30
26	011-360-026-000	81.30	61	011-361-002-000	81.30
27	011-360-027-000	81.30	62	011-361-003-000	81.30
28	011-360-028-000	81.30	63	011-361-004-000	81.30
29	011-360-029-000	81.30	64	011-361-005-000	81.30
30	011-360-030-000	81.30	65	011-361-006-000	81.30
31	011-360-031-000	81.30	66	011-361-007-000	81.30
32	011-360-032-000	81.30	67	011-361-008-000	81.30
33	011-360-033-000	81.30	68	011-361-009-000	81.30
34	011-360-034-000	81.30	69	011-361-010-000	81.30
35	011-360-035-000	81.30	70	011-361-011-000	81.30
71	011-361-012-000	81.30			
72	011-361-013-000	81.30			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
73	011-361-014-000	81.30			
74	011-361-015-000	81.30			
75	011-361-016-000	81.30			
76	011-361-017-000	81.30			
77	011-361-018-000	81.30			
78	011-361-019-000	81.30			
79	011-361-020-000	81.30			
80	011-361-021-000	81.30			
81	011-361-022-000	81.30			
82	011-361-023-000	81.30			
83	011-361-024-000	81.30			
84	011-361-025-000	81.30			
85	011-361-026-000	81.30			
86	011-361-027-000	81.30			
87	011-361-028-000	81.30			
88	011-361-029-000	81.30			
89	011-361-030-000	81.30			
90	011-361-031-000	81.30			
91	011-361-032-000	81.30			
92	011-361-033-000	81.30			
93	011-361-034-000	81.30			
94	011-361-035-000	81.30			
95	011-361-036-000	81.30			
96	011-361-037-000	81.30			
97	011-360-060-000	81.30			
98	011-360-061-000	81.30			
99	011-360-062-000	81.30			
100	011-360-063-000	81.30			
101	011-360-064-000	81.30			
102	011-360-065-000	81.30			
103	011-360-066-000	81.30			
104	011-360-067-000	81.30			
	Total	8455.16			

CITY OF MADERA

ZONE 43E

2016-2017

1.	BEGINNING FUND BALANCE			$	15,537.06
2.	LANDSCAPE MAINTENANCE COSTS	$	977.07		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	111.11		
	b. ENGINEERING ADMINISTRATION	$	208.16		
	c. LEGAL ADMINISTRATION	$	16.84		
	d. FINANCE ADMINISTRATION	$	45.18		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	48.82		
	g. EQUIPMENT	$	55.71		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	112.17		
			TOTAL COSTS:	$	1,575.07
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				13,961.99
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43E - Taylor Estates Subdivision

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-301-001-000	$0.00			
2	011-301-002-000	$0.00			
3	011-301-003-000	$0.00			
4	011-301-004-000	$0.00			
5	011-301-005-000	$0.00			
6	011-301-006-000	$0.00			
7	011-301-007-000	$0.00			
8	011-301-008-000	$0.00			
9	011-301-009-000	$0.00			
10	011-301-010-000	$0.00			
11	011-301-011-000	$0.00			
12	011-301-012-000	$0.00			
13	011-301-013-000	$0.00			
14	011-301-014-000	$0.00			
15	011-301-015-000	$0.00			
16	011-301-016-000	$0.00			
17	011-301-017-000	$0.00			
18	011-301-018-000	$0.00			
19	011-301-019-000	$0.00			
20	011-301-020-000	$0.00			
	Total	$0.00			

CITY OF MADERA

ZONE 44

2016-2017

1.	BEGINNING FUND BALANCE			$	986.84
2.	LANDSCAPE MAINTENANCE COSTS	$	1,274.44		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	666.69		
	b. ENGINEERING ADMINISTRATION	$	126.43		
	c. LEGAL ADMINISTRATION	$	10.23		
	d. FINANCE ADMINISTRATION	$	27.44		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	120.66		
	g. EQUIPMENT	$	72.67		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	146.31		
			TOTAL COSTS:	$	2,444.85
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,079.90
5.	TOTAL ASSESSMENT			$	2,538.00
6.	AVERAGE ASSESSMENT PER PARCEL				281.99

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 44 - SIERRA VISTA ESTATES PHASE III

TOTAL ASSESSMENT:
$2,538.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-202-022-000	$282.00			
2	011-202-023-000	$282.00			
3	011-202-024-000	$282.00			
4	011-202-025-000	$282.00			
5	011-202-026-000	$282.00			
6	011-202-027-000	$282.00			
7	011-202-028-000	$282.00			
8	011-202-029-000	$282.00			
9	011-202-030-000	$282.00			
	TOTAL	$2,538.00			

CITY OF MADERA

ZONE 45A

2016-2017

1.	BEGINNING FUND BALANCE			$	2,726.19
2.	LANDSCAPE MAINTENANCE COSTS	$	3,950.76		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	444.46		
	b. ENGINEERING ADMINISTRATION	$	832.31		
	c. LEGAL ADMINISTRATION	$	67.32		
	d. FINANCE ADMINISTRATION	$	180.63		
	e. TREE TRIMMING	$	743.00		
	f. GAS & UTILITIES	$	377.32		
	g. EQUIPMENT	$	225.27		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	453.56		
			TOTAL COSTS:	$	7,274.64
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,362.63
5.	TOTAL ASSESSMENT			$	7,911.94
6.	AVERAGE ASSESSMENT PER PARCEL				76.07

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 45A - SIENNA ESTATES I & II

TOTAL ASSESSMENT:
$7,911.94

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-131-001-000	$76.08	36	008-132-006-000	$76.08
2	008-131-002-000	$76.08	37	008-132-007-000	$76.08
3	008-131-003-000	$76.08	38	008-132-008-000	$76.08
4	008-131-004-000	$76.08	39	008-132-009-000	$76.08
5	008-131-005-000	$76.08	40	008-132-010-000	$76.08
6	008-131-006-000	$76.08	41	008-132-011-000	$76.08
7	008-131-007-000	$76.08	42	008-132-012-000	$76.08
8	008-131-008-000	$76.08	43	008-132-013-000	$76.08
9	008-131-009-000	$76.08	44	008-132-014-000	$76.08
10	008-131-010-000	$76.08	45	008-132-015-000	$76.08
11	008-131-011-000	$76.08	46	008-132-016-000	$76.08
12	008-131-012-000	$76.08	47	008-132-017-000	$76.08
13	008-131-013-000	$76.08	48	008-132-018-000	$76.08
14	008-131-014-000	$76.08	49	008-132-019-000	$76.08
15	008-131-015-000	$76.08	50	008-132-020-000	$76.08
16	008-131-016-000	$76.08	51	008-132-021-000	$76.08
17	008-131-017-000	$76.08	52	008-132-022-000	$76.08
18	008-131-018-000	$76.08	53	008-132-023-000	$76.08
19	008-131-019-000	$76.08	54	008-132-024-000	$76.08
20	008-131-020-000	$76.08	55	008-132-025-000	$76.08
21	008-131-021-000	$76.08	56	008-132-026-000	$76.08
22	008-131-022-000	$76.08	57	008-132-027-000	$76.08
23	008-131-023-000	$76.08	58	008-132-028-000	$76.08
24	008-131-024-000	$76.08	59	008-132-029-000	$76.08
25	008-131-025-000	$76.08	60	008-132-030-000	$76.08
26	008-131-026-000	$76.08	61	008-132-031-000	$76.08
27	008-131-027-000	$76.08	62	008-132-032-000	$76.08
28	008-131-028-000	$76.08	63	008-132-033-000	$76.08
29	008-131-029-000	$76.08	64	008-132-034-000	$76.08
30	008-131-030-000	$76.08	65	008-132-035-000	$76.08
31	008-132-001-000	$76.08	66	008-132-036-000	$76.08
32	008-132-002-000	$76.08	67	008-132-037-000	$76.08
33	008-132-003-000	$76.08	68	008-132-038-000	$76.08
34	008-132-004-000	$76.08	69	008-132-039-000	$76.08
35	008-132-005-000	$76.08	70	008-131-031-000	$76.08
71	008-131-032-000	$76.08			
72	008-131-033-000	$76.08			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
73	008-131-034-000	$76.08			
74	008-131-035-000	$76.08			
75	008-131-036-000	$76.08			
76	008-131-037-000	$76.08			
77	008-131-038-000	$76.08			
78	008-131-039-000	$76.08			
79	008-131-040-000	$76.08			
80	008-131-041-000	$76.08			
81	008-131-042-000	$76.08			
82	008-131-043-000	$76.08			
83	008-131-044-000	$76.08			
84	008-131-045-000	$76.08			
85	008-131-046-000	$76.08			
86	008-131-047-000	$76.08			
87	008-131-048-000	$76.08			
88	008-131-049-000	$76.08			
89	008-131-050-000	$76.08			
90	008-131-051-000	$76.08			
91	008-131-052-000	$76.08			
92	008-131-053-000	$76.08			
93	008-131-054-000	$76.08			
94	008-131-055-000	$76.08			
95	008-131-056-000	$76.08			
96	008-131-057-000	$76.08			
97	008-132-040-000	$76.08			
98	008-132-041-000	$76.08			
99	008-132-042-000	$76.08			
100	008-132-043-000	$76.08			
101	008-132-044-000	$76.08			
102	008-132-045-000	$76.08			
103	008-132-046-000	$76.08			
104	008-132-047-000	$76.08			
	Total	$7,911.94			

CITY OF MADERA

ZONE 46

2016-2017

1.	BEGINNING FUND BALANCE			$	2,445.23
2.	LANDSCAPE MAINTENANCE COSTS	$	2,817.92		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	85.00		
	b. ENGINEERING ADMINISTRATION	$	817.45		
	c. LEGAL ADMINISTRATION	$	66.12		
	d. FINANCE ADMINISTRATION	$	177.41		
	e. TREE TRIMMING	$	795.00		
	f. GAS & UTILITIES	$	494.27		
	g. EQUIPMENT	$	160.68		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	323.51		
			TOTAL COSTS:	$	5,737.36
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,093.34
5.	TOTAL ASSESSMENT			$	6,385.48
6.	AVERAGE ASSESSMENT PER PARCEL				62.60

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 46 - CAPISTRANO XVII

TOTAL ASSESSMENT:
$6,385.48

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-580-001-000	$62.60	36	009-580-037-000	$62.60
2	009-580-002-000	$62.60	37	009-580-038-000	$62.60
3	009-580-003-000	$62.60	38	009-580-039-000	$62.60
4	009-580-004-000	$62.60	39	009-580-040-000	$62.60
5	009-580-005-000	$62.60	40	009-580-041-000	$62.60
6	009-580-006-000	$62.60	41	009-580-042-000	$62.60
7	009-580-007-000	$62.60	42	009-580-043-000	$62.60
8	009-580-008-000	$62.60	43	009-580-044-000	$62.60
9	009-580-009-000	$62.60	44	009-580-045-000	$62.60
10	009-580-010-000	$62.60	45	009-580-046-000	$62.60
11	009-580-011-000	$62.60	46	009-580-047-000	$62.60
12	009-580-012-000	$62.60	47	009-580-048-000	$62.60
13	009-580-013-000	$62.60	48	009-580-049-000	$62.60
14	009-580-055-000	$62.60	49	009-580-050-000	$62.60
15	009-580-056-000	$62.60	50	009-580-051-000	$62.60
16	009-580-057-000	$62.60	51	009-580-052-000	$62.60
17	009-580-058-000	$62.60	52	009-581-060-000	$62.60
18	009-580-059-000	$62.60	53	009-581-002-000	$62.60
19	009-580-060-000	$62.60	54	009-581-003-000	$62.60
20	009-580-021-000	$62.60	55	009-581-004-000	$62.60
21	009-580-022-000	$62.60	56	009-581-005-000	$62.60
22	009-580-023-000	$62.60	57	009-581-006-000	$62.60
23	009-580-024-000	$62.60	58	009-581-007-000	$62.60
24	009-580-025-000	$62.60	59	009-581-008-000	$62.60
25	009-580-026-000	$62.60	60	009-581-009-000	$62.60
26	009-580-027-000	$62.60	61	009-581-010-000	$62.60
27	009-580-028-000	$62.60	62	009-581-011-000	$62.60
28	009-580-029-000	$62.60	63	009-581-012-000	$62.60
29	009-580-030-000	$62.60	64	009-581-013-000	$62.60
30	009-580-031-000	$62.60	65	009-581-014-000	$62.60
31	009-580-032-000	$62.60	66	009-581-015-000	$62.60
32	009-580-033-000	$62.60	67	009-581-016-000	$62.60
33	009-580-034-000	$62.60	68	009-581-017-000	$62.60
34	009-580-035-000	$62.60	69	009-581-018-000	$62.60
35	009-580-036-000	$62.60	70	009-581-019-000	$62.60
71	009-581-020-000	$62.60			
72	009-581-021-000	$62.60			
73	009-581-022-000	$62.60			

74	009-581-023-000	$62.60
75	009-581-024-000	$62.60
76	009-581-025-000	$62.60
77	009-581-026-000	$62.60
78	009-581-027-000	$62.60
79	009-581-028-000	$62.60
80	009-581-029-000	$62.60
81	009-581-030-000	$62.60
82	009-581-031-000	$62.60
83	009-581-032-000	$62.60
84	009-581-033-000	$62.60
85	009-581-034-000	$62.60
86	009-581-041-000	$62.60
87	009-581-042-000	$62.60
88	009-581-043-000	$62.60
89	009-581-044-000	$62.60
90	009-581-045-000	$62.60
91	009-581-046-000	$62.60
92	009-581-047-000	$62.60
93	009-581-048-000	$62.60
94	009-581-049-000	$62.60
95	009-581-050-000	$62.60
96	009-581-051-000	$62.60
97	009-581-052-000	$62.60
98	009-581-053-000	$62.60
99	009-581-054-000	$62.60
100	009-581-055-000	$62.60
101	009-581-056-000	$62.60
102	009-581-057-000	$62.60
	Total	$6,385.48

CITY OF MADERA

ZONE 50

2016-2017

1.	BEGINNING FUND BALANCE				$	102.19
2.	LANDSCAPE MAINTENANCE COSTS		$	342.21		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	169.08		
	b.	ENGINEERING ADMINISTRATION	$	245.32		
	c.	LEGAL ADMINISTRATION	$	19.84		
	d.	FINANCE ADMINISTRATION	$	53.24		
	e.	TREE TRIMMING	$	90.00		
	f.	GAS & UTILITIES	$	35.75		
	g.	EQUIPMENT	$	19.51		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	39.29		
				TOTAL COSTS:	$	1,014.24
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					192.95
5.	TOTAL ASSESSMENT				$	1,105.00
6.	AVERAGE ASSESSMENT PER PARCEL					44.20

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 50 - SUGARPINE

TOTAL ASSESSMENT:
$1,105.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-142-042-000	$44.20			
2	008-142-043-000	$44.20			
3	008-142-044-000	$44.20			
4	008-142-045-000	$44.20			
5	008-142-046-000	$44.20			
6	008-142-047-000	$44.20			
7	008-142-048-000	$44.20			
8	008-142-049-000	$44.20			
9	008-142-050-000	$44.20			
10	008-142-051-000	$44.20			
11	008-142-052-000	$44.20			
12	008-142-053-000	$44.20			
13	008-142-054-000	$44.20			
14	008-142-055-000	$44.20			
15	008-142-056-000	$44.20			
16	008-142-057-000	$44.20			
17	008-142-058-000	$44.20			
18	008-142-059-000	$44.20			
19	008-142-060-000	$44.20			
20	008-142-061-000	$44.20			
21	008-142-062-000	$44.20			
22	008-142-063-000	$44.20			
23	008-142-064-000	$44.20			
24	008-142-065-000	$44.20			
25	008-142-066-000	$44.20			
	Total	$1,105.00			

CITY OF MADERA

ZONE 51

2016-2017

1.	BEGINNING FUND BALANCE			$	4,943.35
2.	LANDSCAPE MAINTENANCE COSTS	$	3,776.00		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	432.68		
	b. ENGINEERING ADMINISTRATION	$	223.02		
	c. LEGAL ADMINISTRATION	$	18.04		
	d. FINANCE ADMINISTRATION	$	48.40		
	e. TREE TRIMMING	$	270.00		
	f. GAS & UTILITIES	$	6.73		
	g. EQUIPMENT	$	351.77		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	708.25		
			TOTAL COSTS:	$	5,834.90
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				6,011.45
5.	TOTAL ASSESSMENT			$	6,903.00
6.	AVERAGE ASSESSMENT PER PARCEL				313.77

ASSESSMENT ROLL
2016-2017 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 51 - RED ROCK RETAIL CENTER

TOTAL ASSESSMENT:
$6,903.00

Assessment Number	Assessor's Parcel Number	Assessment	
1	003-260-051-000	$54.16	
2	003-260-052-000	$50.44	
3	009-331-004-000	$262.92	
4	009-331-005-000	$254.56	
5	009-331-006-000	$265.50	
	009-331-009-000		
6	009-331-007-000	$270.96	
	009-331-008-000		
7	009-331-012-000	$312.94	
8	009-331-013-000	$304.88	
9	009-331-014-000	$406.20	
10	009-331-015-000	$419.06	
11	009-331-016-000	$506.62	*
12	009-331-017-000	$574.70	*
13	009-331-001-000	$1,437.58	*
14	009-331-002-000	$158.18	*
15	009-331-003-000	$153.12	*
16	009-331-011-000	$231.12	*
17	009-331-010-000	$225.82	
18	009-331-018-000	$242.18	
19	009-331-019-000	$242.10	
20	003-250-025-000	$184.42	
22	003-210-018-000	$345.54	

TOTAL ASSESSMENT	$6,903.00
*DIRECT BILL	$3,061.32
TOTAL TO ASSESSOR	$3,841.68

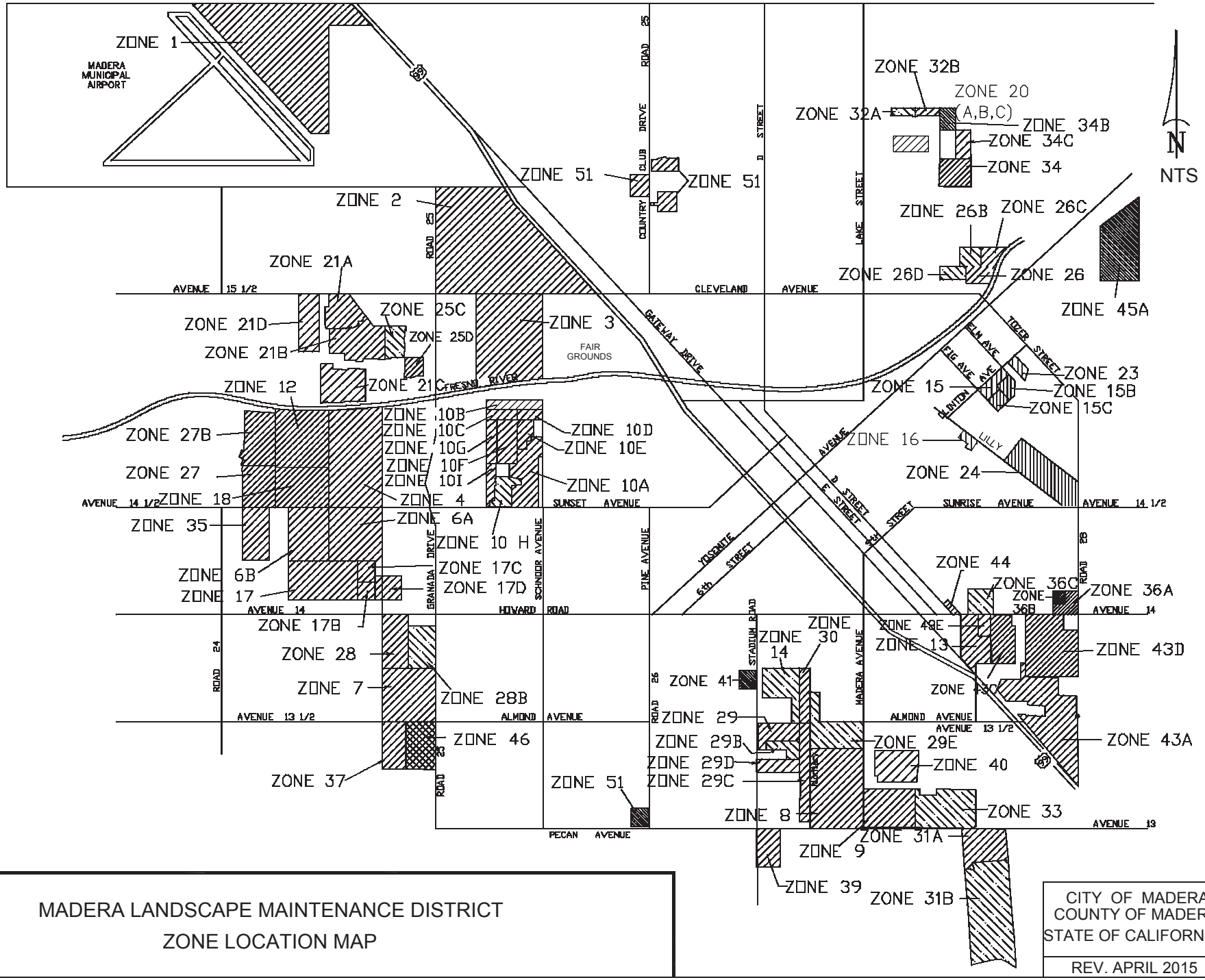
Exhibit 'D'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 1, 2, 3, 4, 6A, 6B, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 12, 13, 14, 15, 15B, 15C, 16, 17A, 17B, 17C, 17D, 18, 20A, 20B, 20C, 21A, 21B, 21C, 21D, 23, 24, 25C, 25D, 26, 26B, 26C, 26D, 27, 27B, 28, 28B, 29, 29B, 29C, 29D, 29E, 30, 31A, 31B, 32A, 32B, 33, 34, 34B, 34C, 35, 36A, 36B, 36C, 37, 39, 40, 41, 43A, 43C, 43D, 43E, 44, 45A, 46, 50 & 51

2016-2017 ASSESSMENT

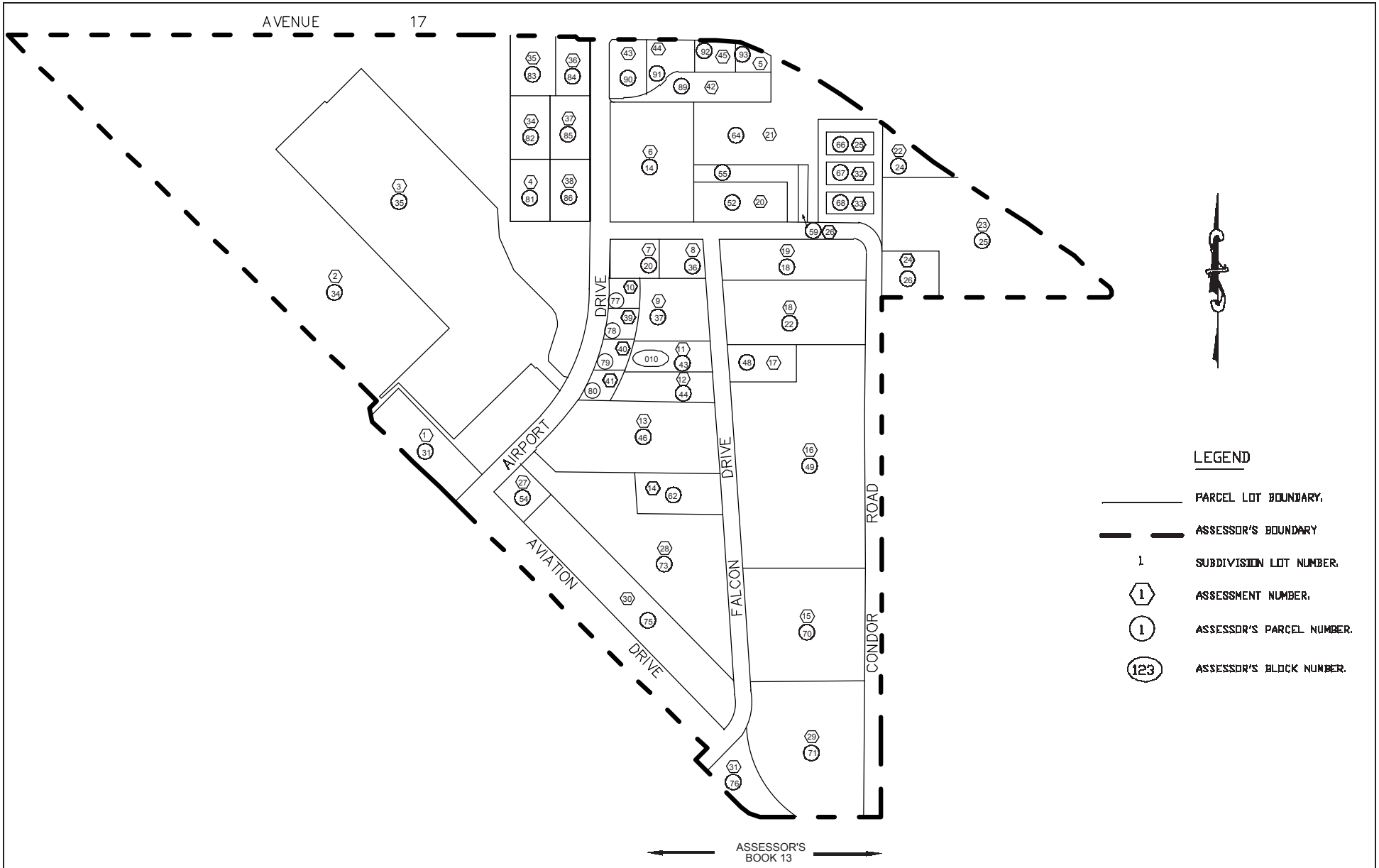
ASSESSMENT DIAGRAM / MAPS



MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE LOCATION MAP

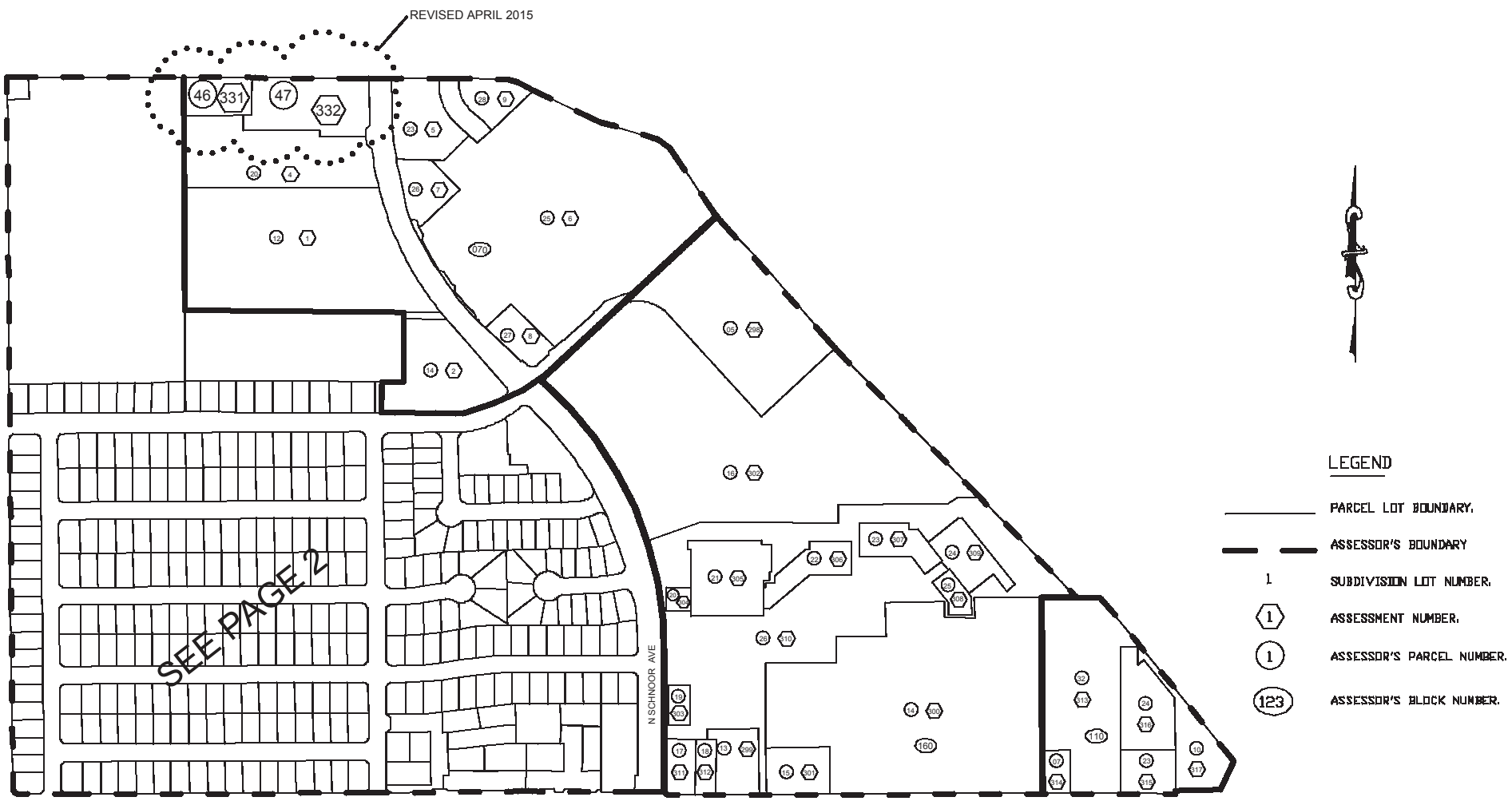
CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. APRIL 2015



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 1
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
AIRPORT BUSINESS PARK
REV. JULY 2012

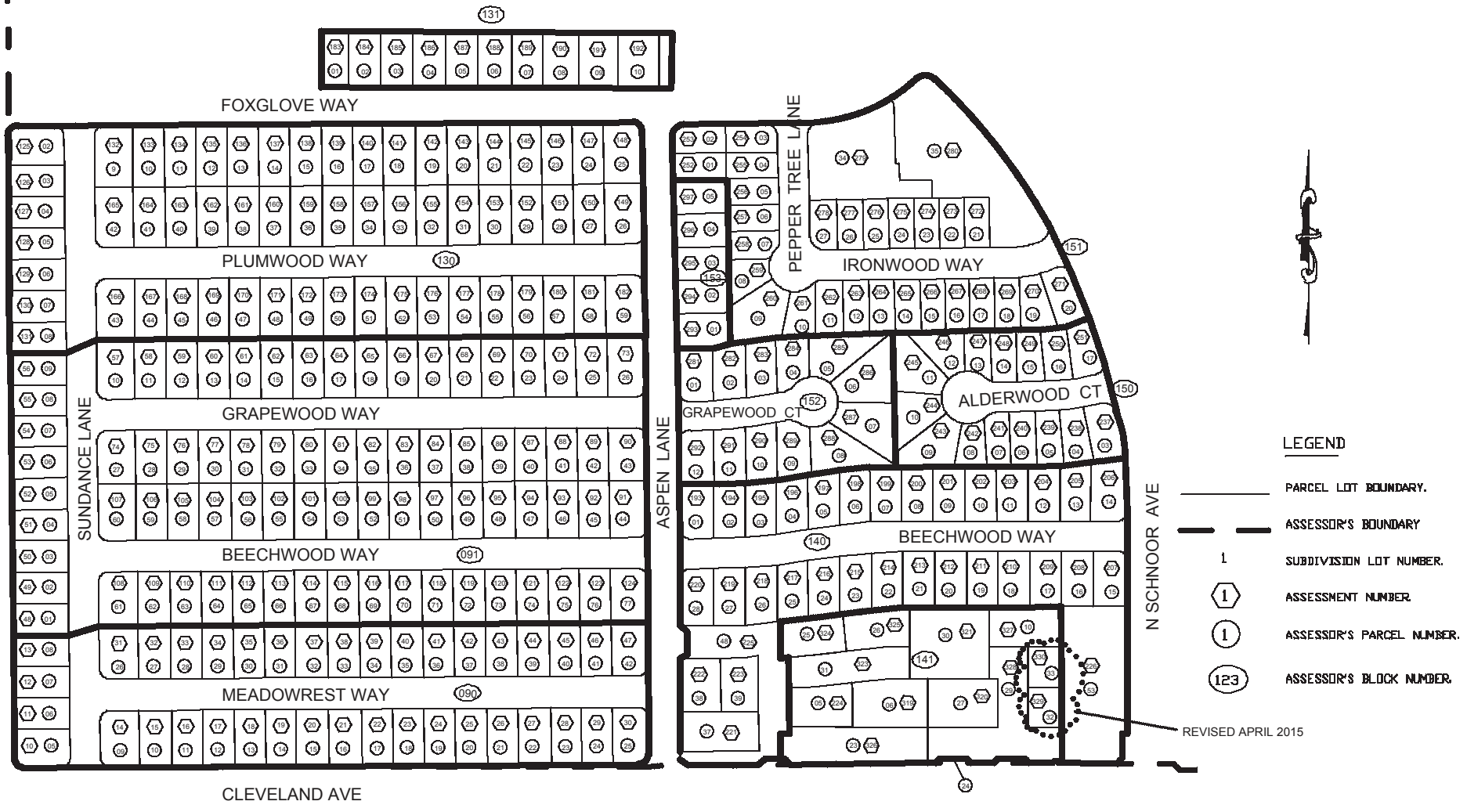


AN 18" X 26" VERSION OF THIS MAP PRIOR TO THE REVISION NOTED ABOVE HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 2 (PAGE 1-2)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

PAGE 1 OF 2

CITY OF MADERA
PHEASANT RUN / NORTHWEST ESTATES
REV. APRIL 2015



AN 18" X 26" VERSION OF THIS MAP PRIOR TO THE REVISION NOTED ABOVE HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

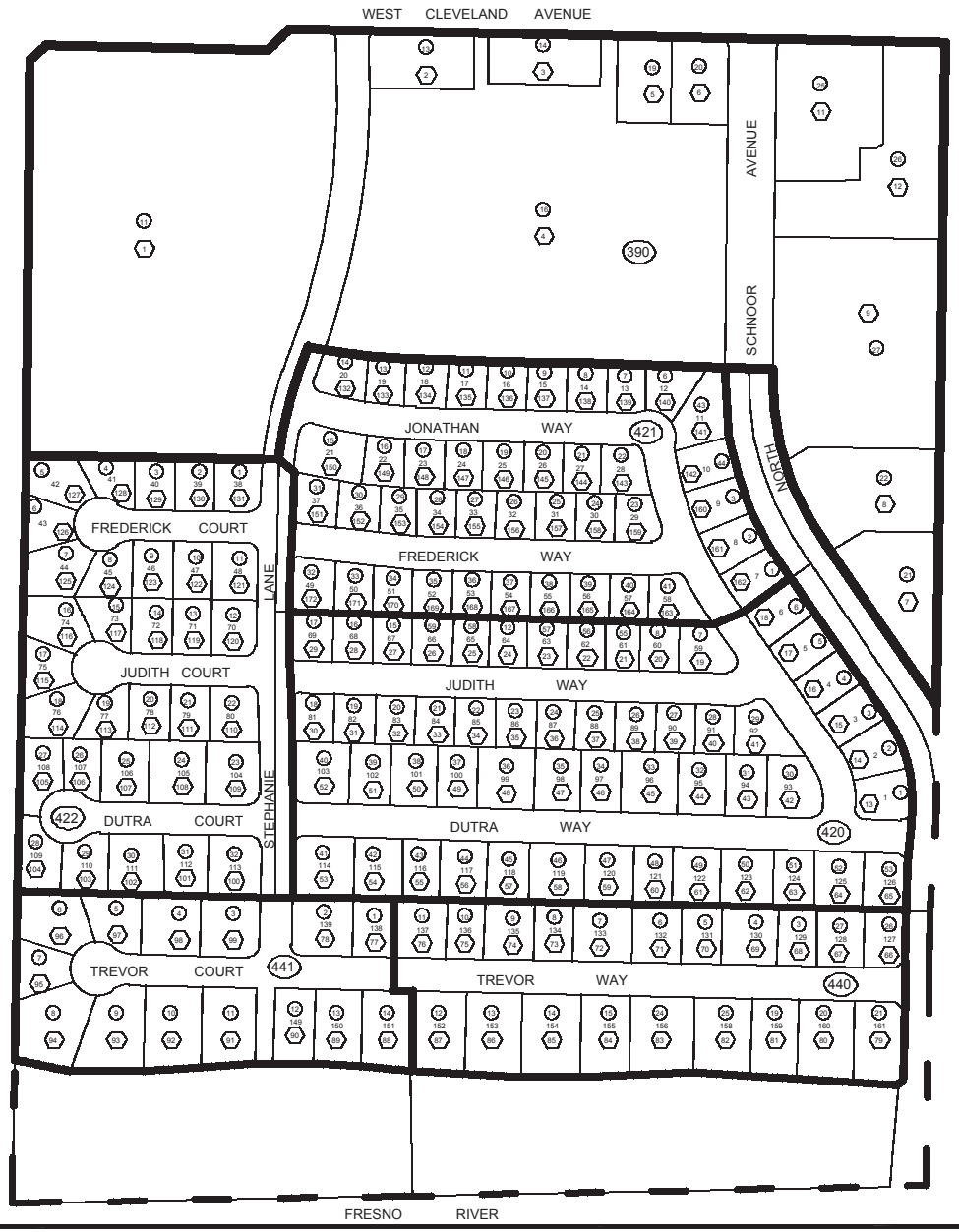
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 2 (PAGE 2-2)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

PAGE 2 OF 2

CITY OF MADERA

PHEASANT RUN / NORTHWEST ESTATES

REV. APRIL 2015



N

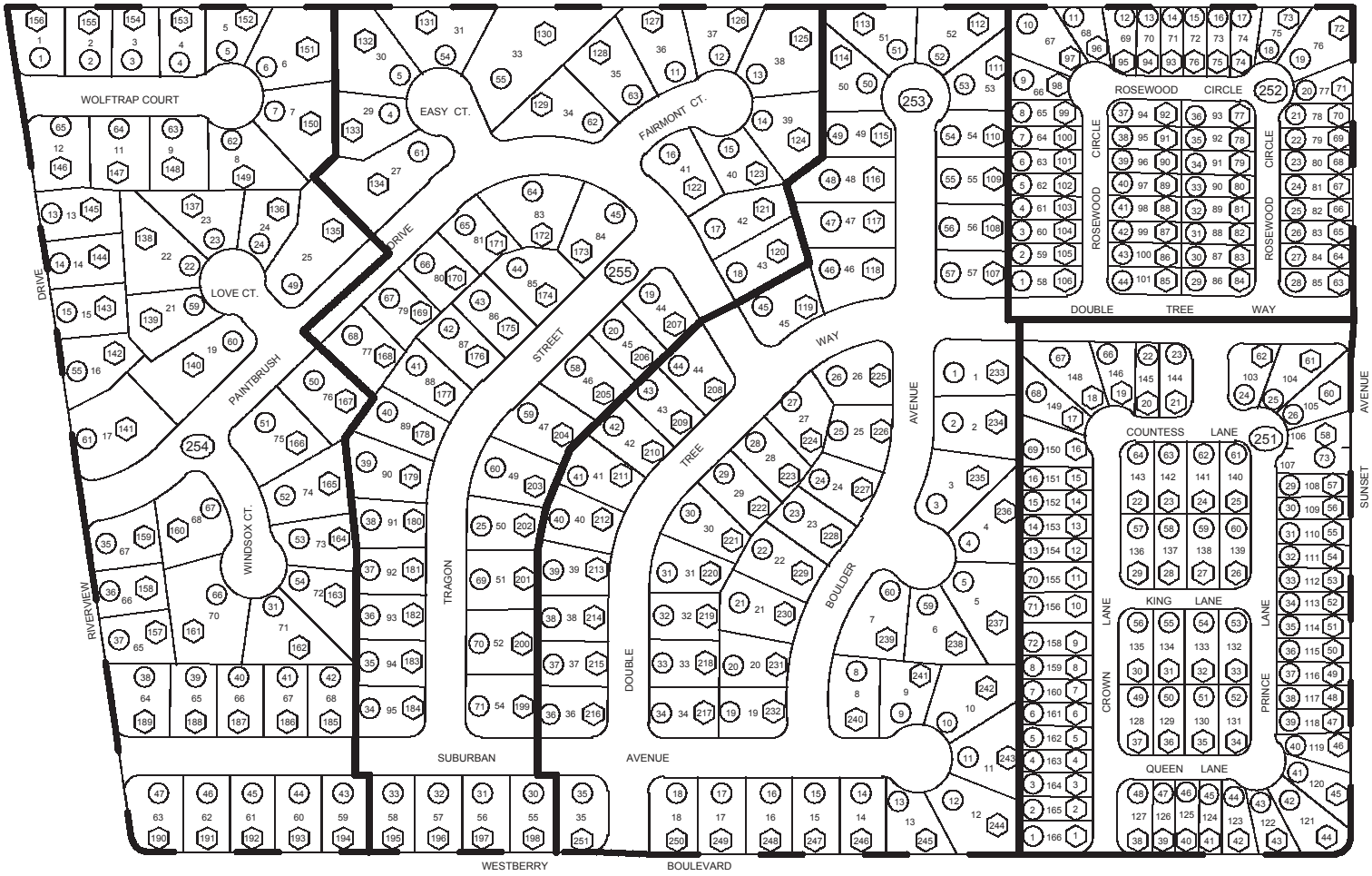
LEGEND

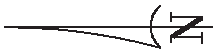
———	PARCEL LOT BOUNDARY.
- - -	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 3
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
MANSIONETTE ESTATES 1, 2, & 3
REV. APRIL 2015





LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

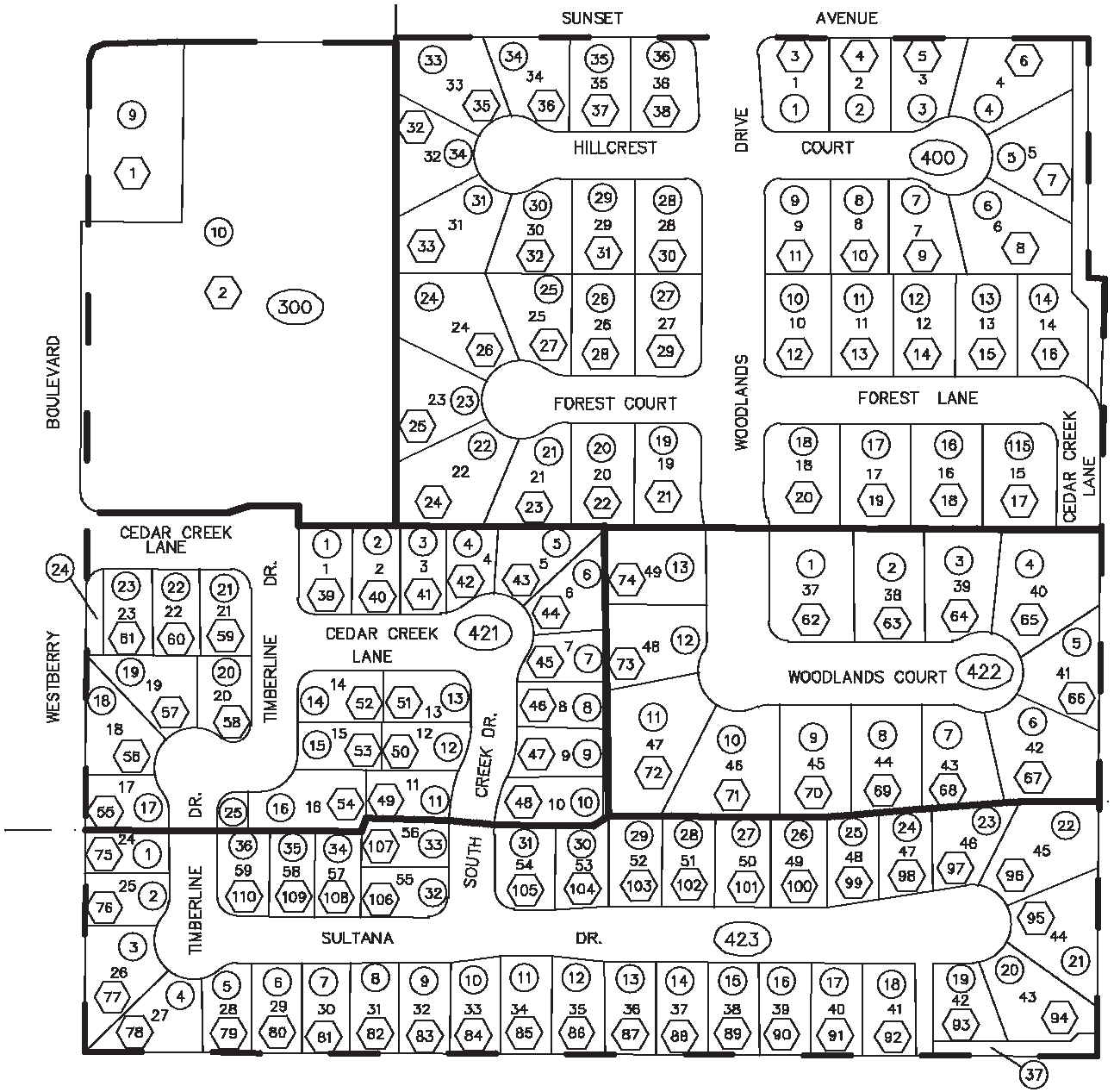
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 4
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

WESTGATE NORTHWEST 1 & 2

REV. JULY 2011



N

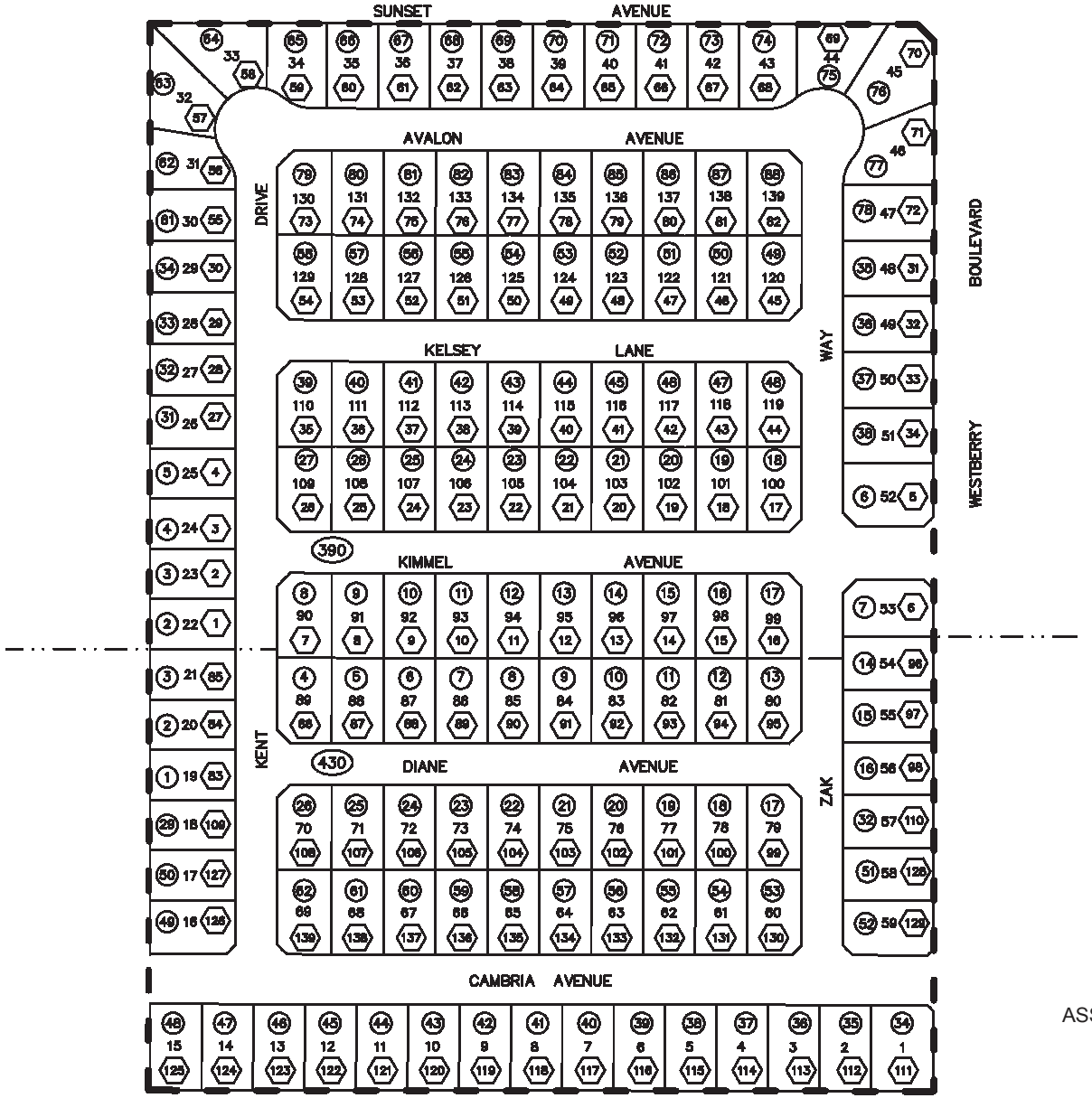
LEGEND

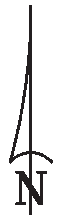
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 6A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
WOODLAND HILLS/BASILA
REV. JULY 2011





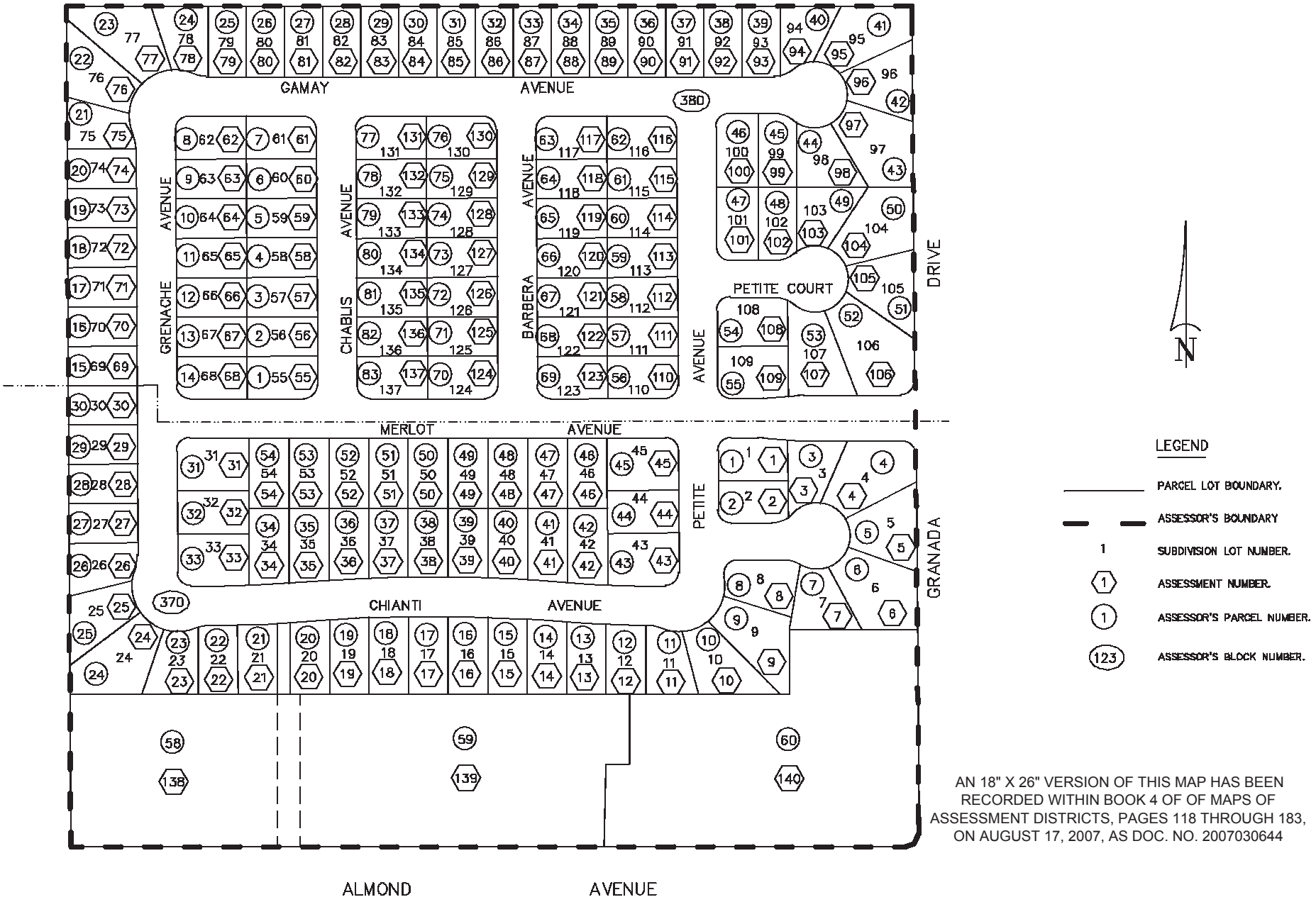
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 6B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

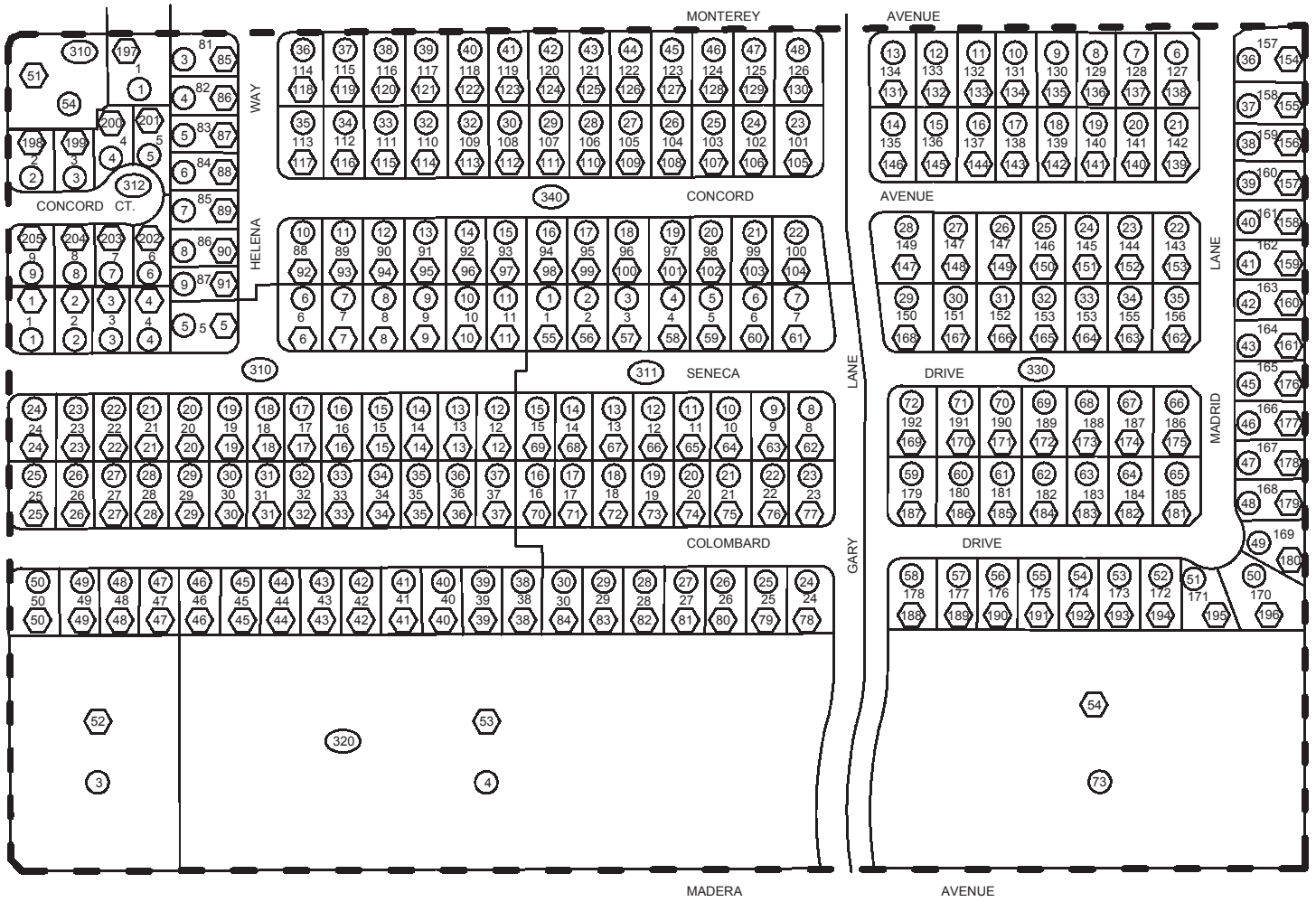
CITY OF MADERA
SUNSET SOUTHWEST I, II, III, IV & V
REV. JULY 2008



AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 7
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
TOWN AND COUNTRY ESTATES
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

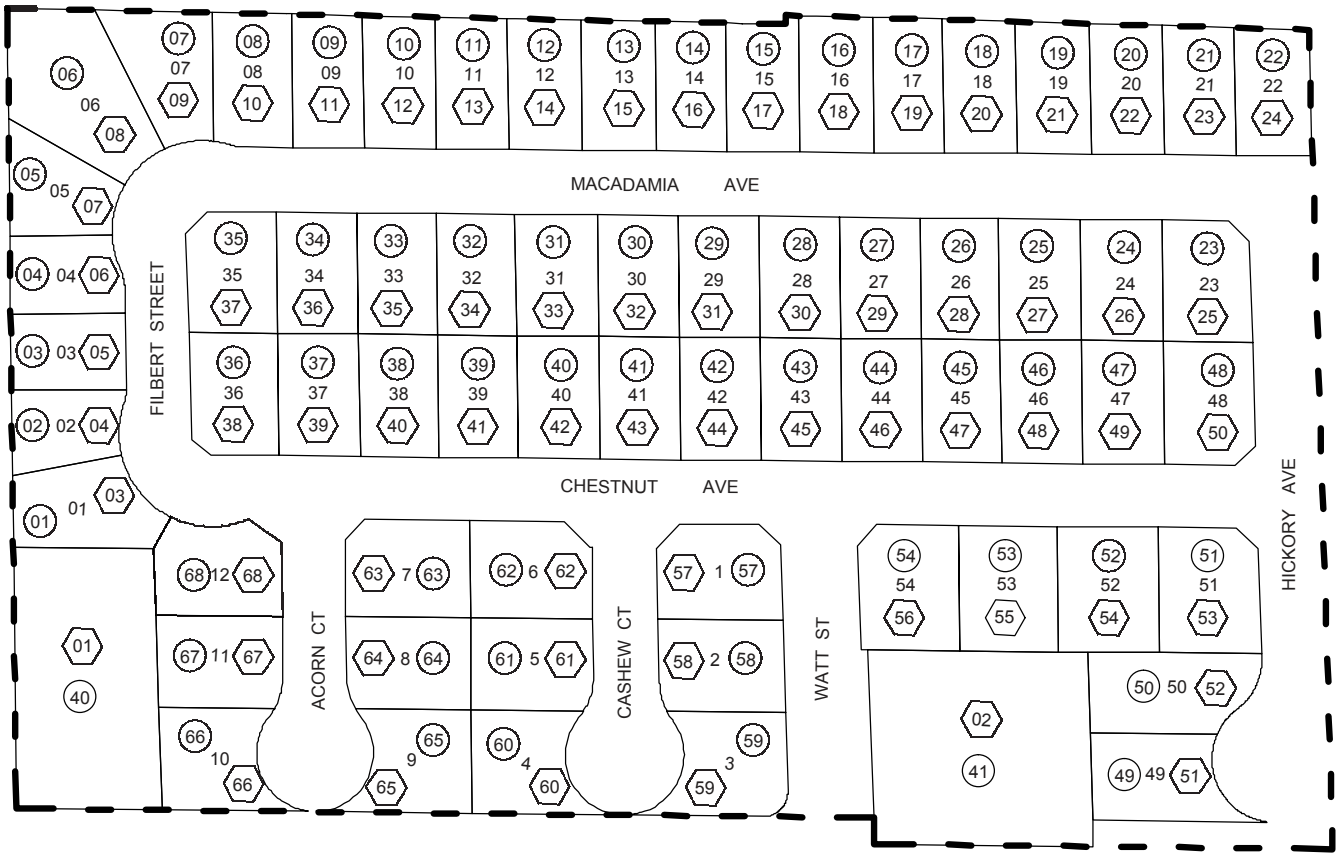
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 8
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

VINEYARD ESTATES 2, 3, 4 & 5

REV. JULY 2008



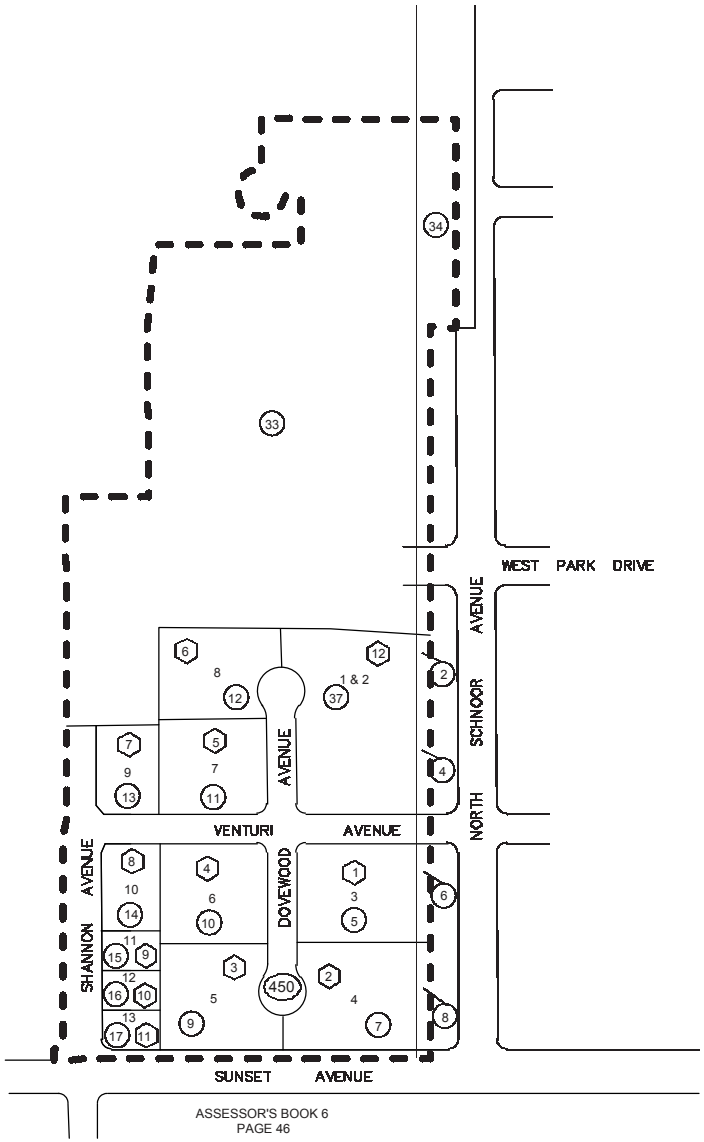
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 9
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD ESTATES SUBDIVISION
REV. JULY 2011



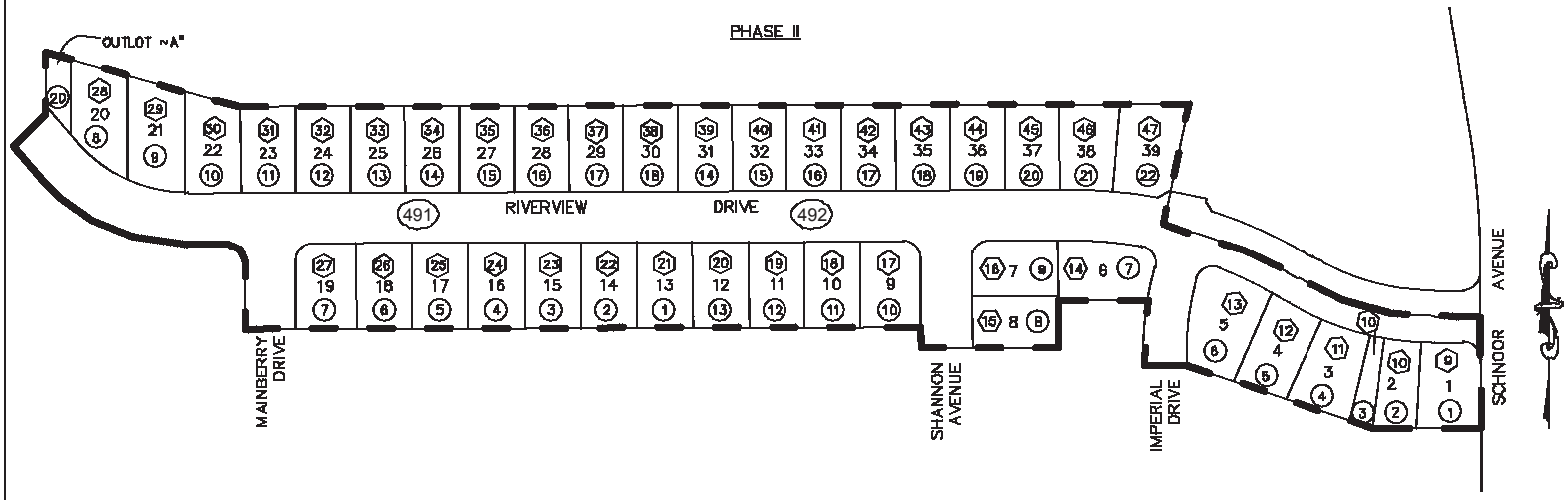
N

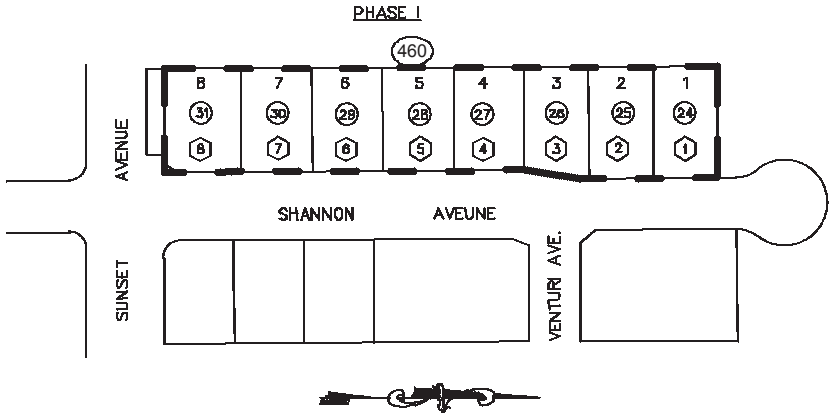
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VENTURI SUBDIVISION
REV. JULY 2011





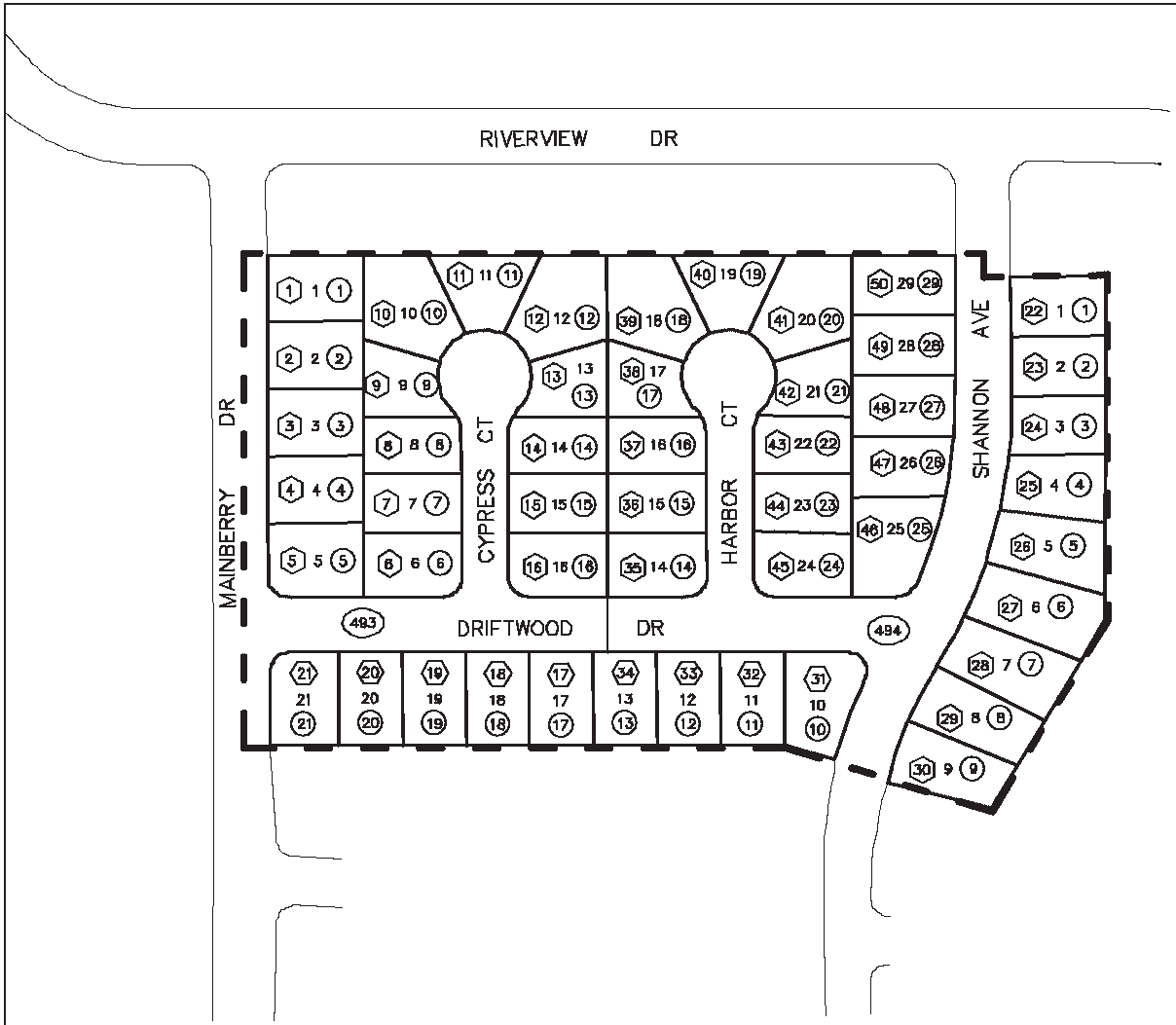
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH I & II
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH ESTATES
PHASES 3 and 4

REV. JULY 2011

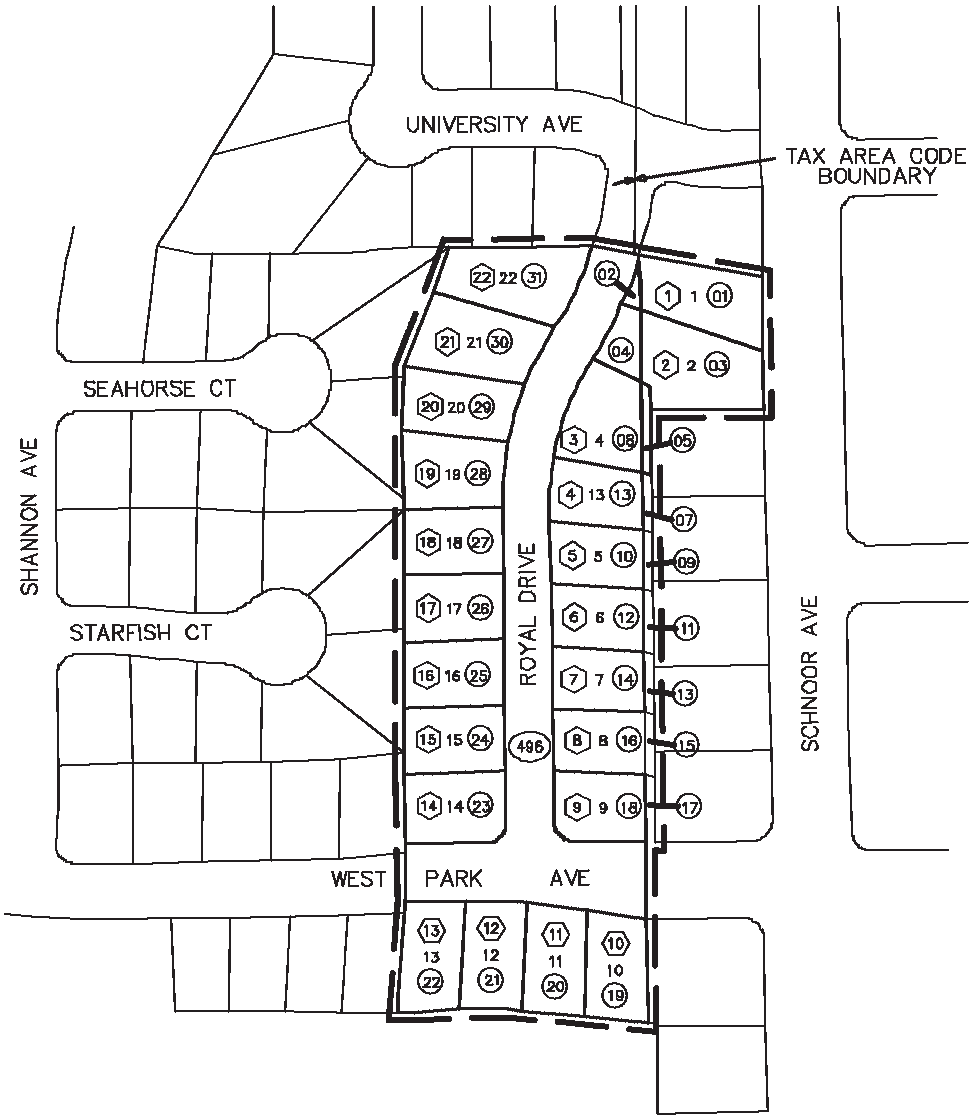
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH V
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 — SUBDIVISION LOT NUMBER.
- (1) — ASSESSMENT NUMBER.
- (1) — ASSESSOR'S PARCEL NUMBER.
- (123) — ASSESSOR'S BLOCK NUMBER.

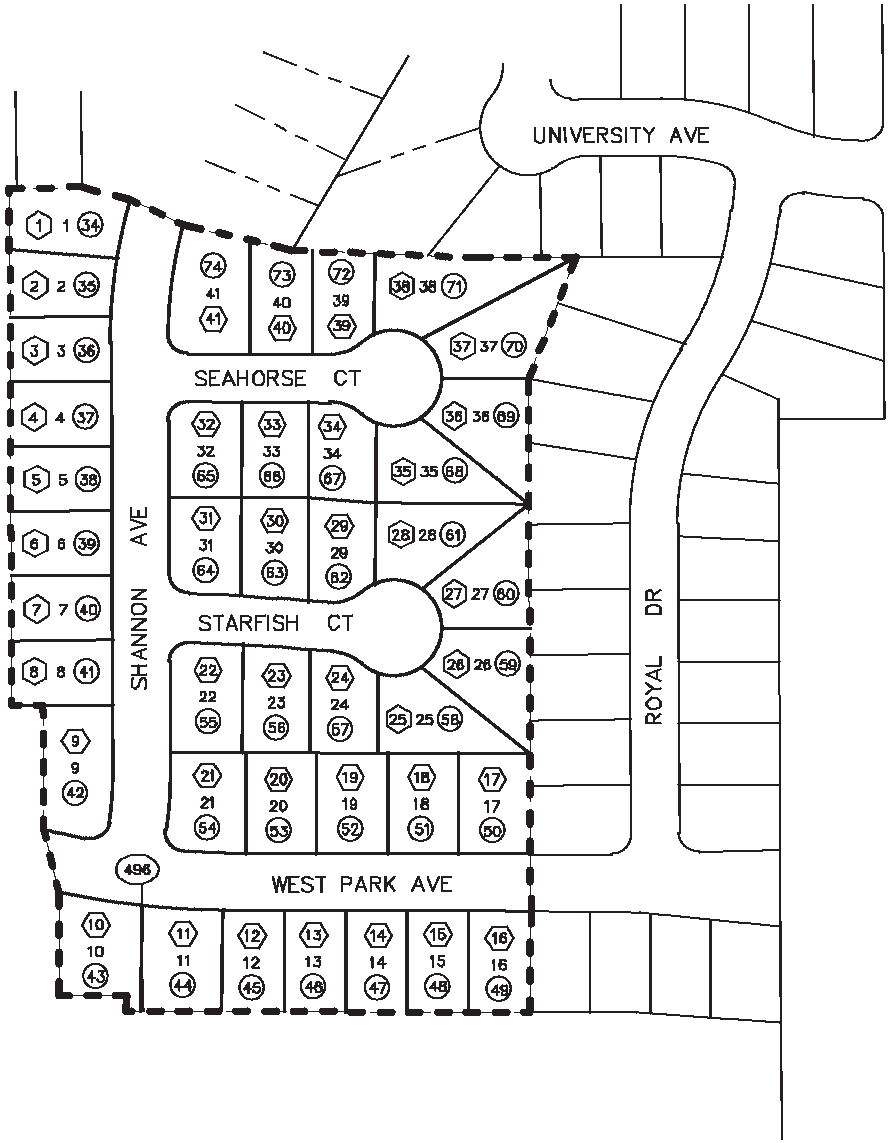
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE VI
SUBDIVISION

REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

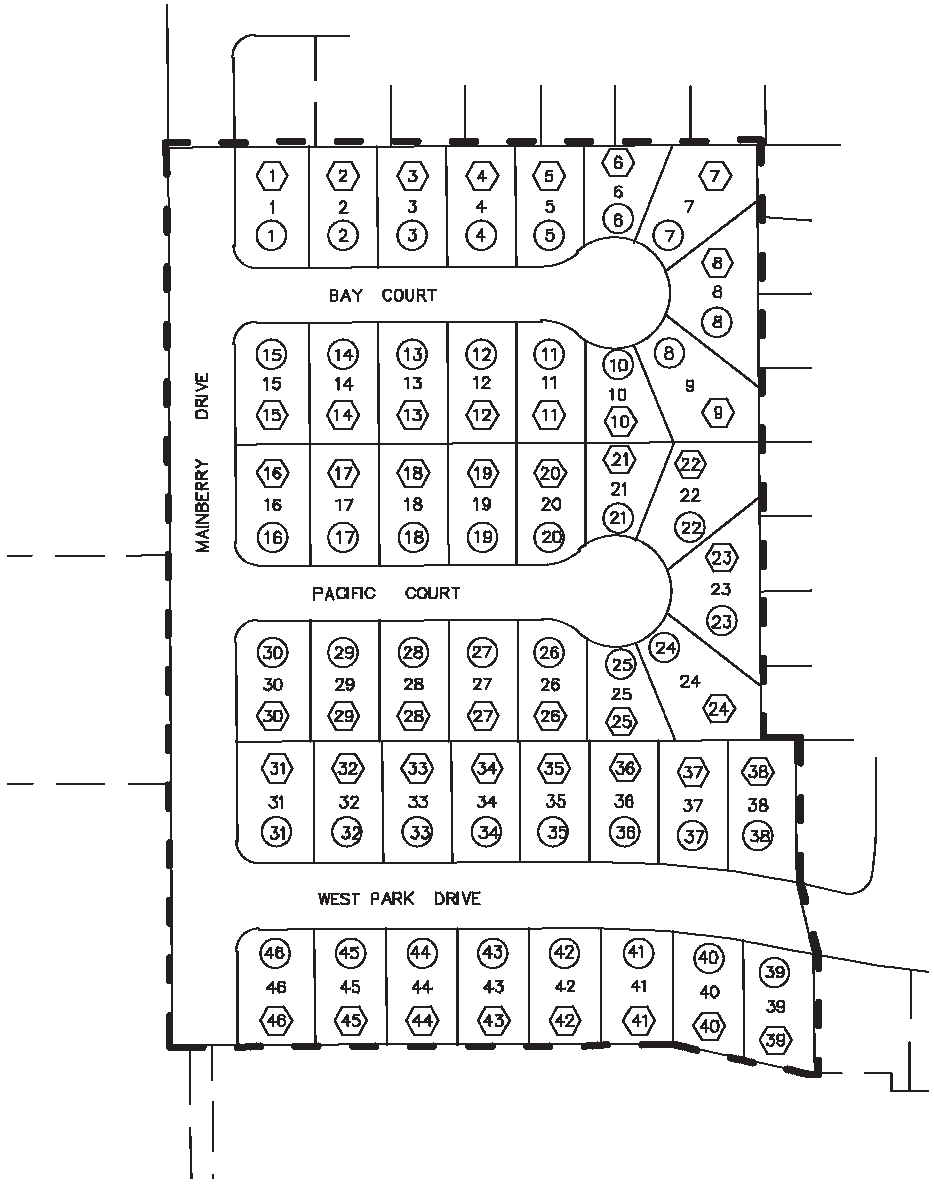
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10F
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE VII
SUBDIVISION

REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

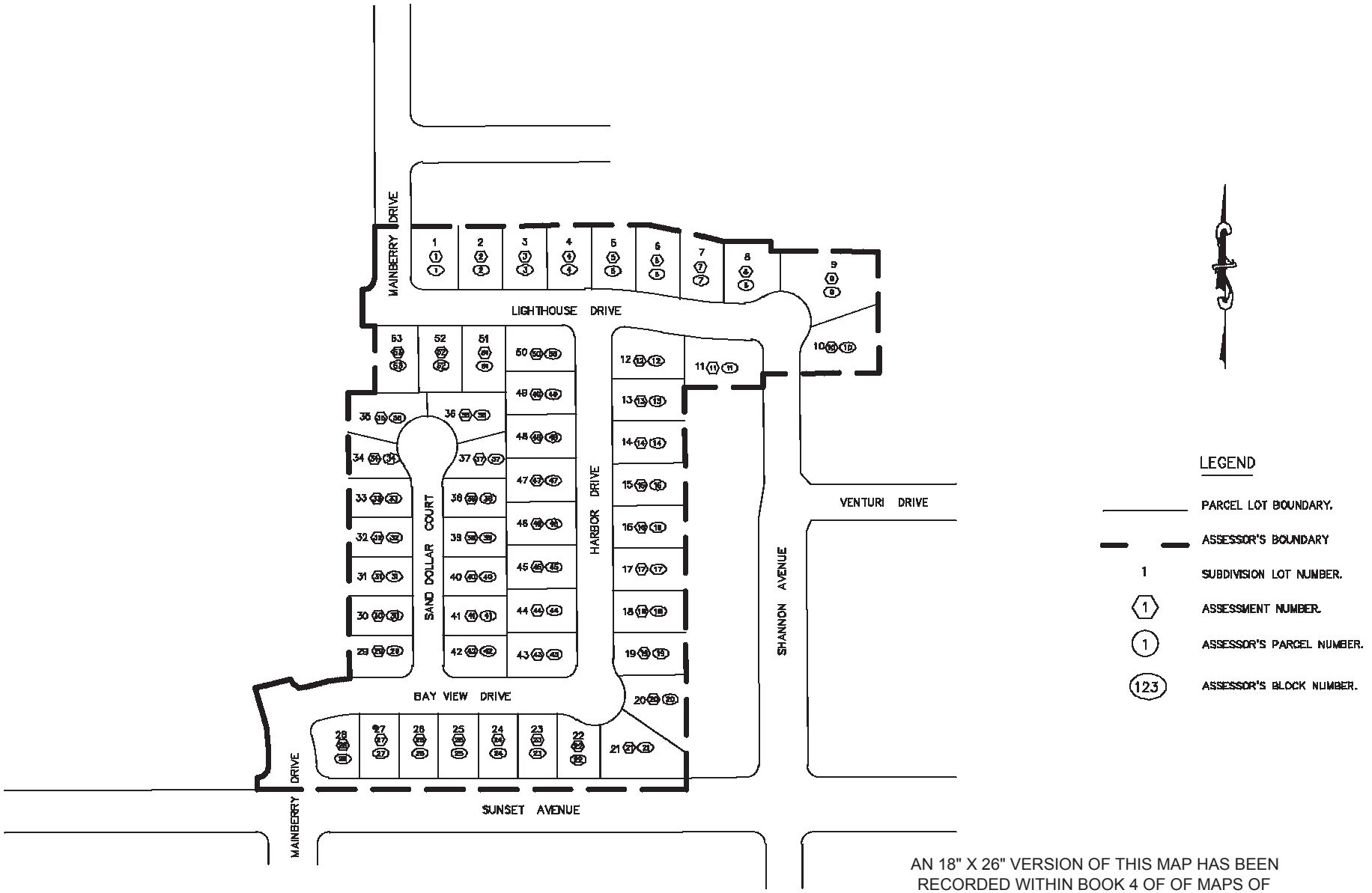
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10G
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE VIII
SUBDIVISION

REV. JULY 2010



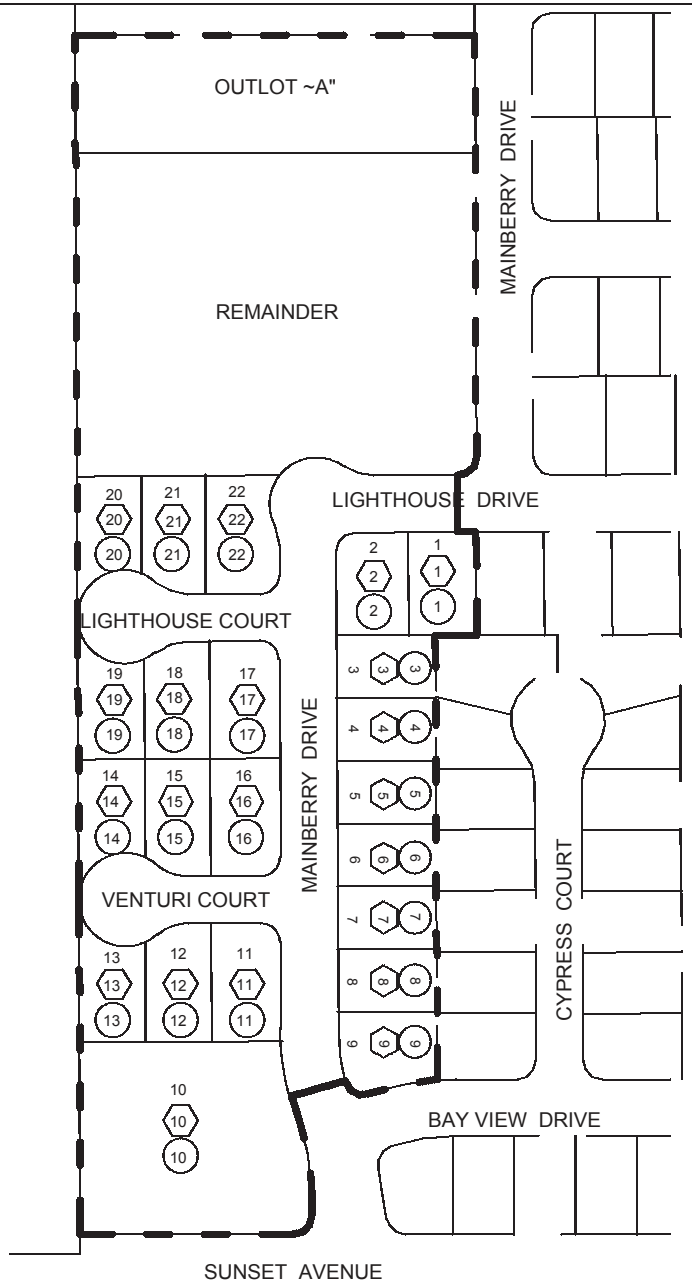
AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10H
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE IX
SUBDIVISION

REV. JULY 2010



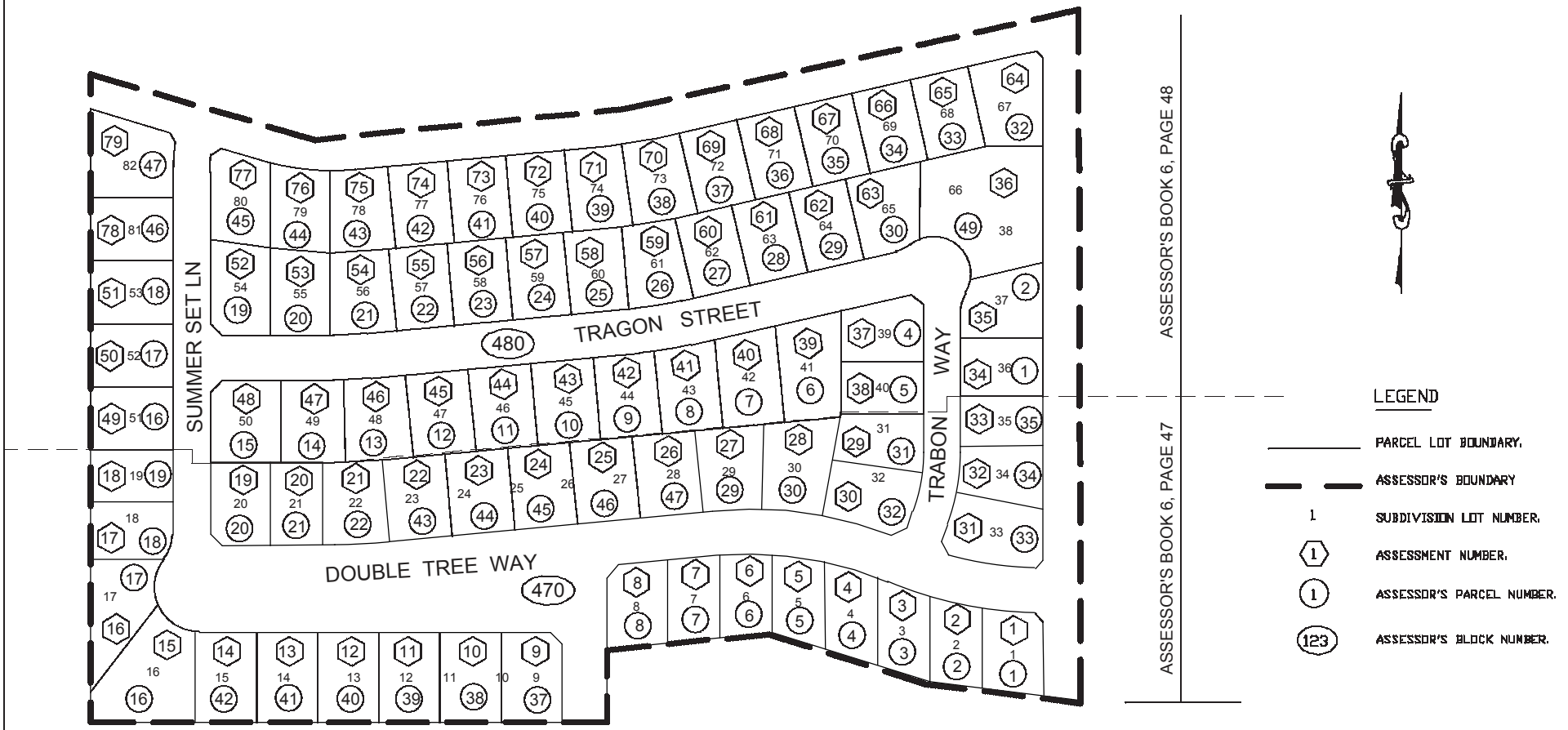
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10i
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH
PHASE X
REV. JULY 2010



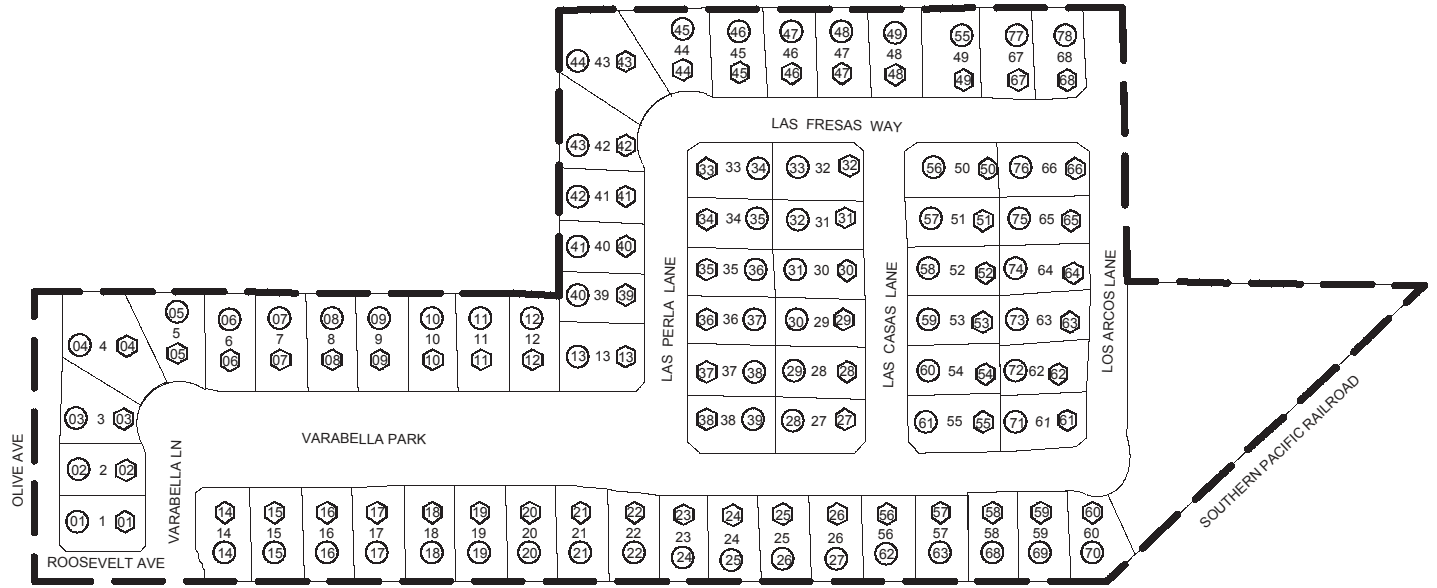
AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 12
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

FRENCH COVE
1 AND 2

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

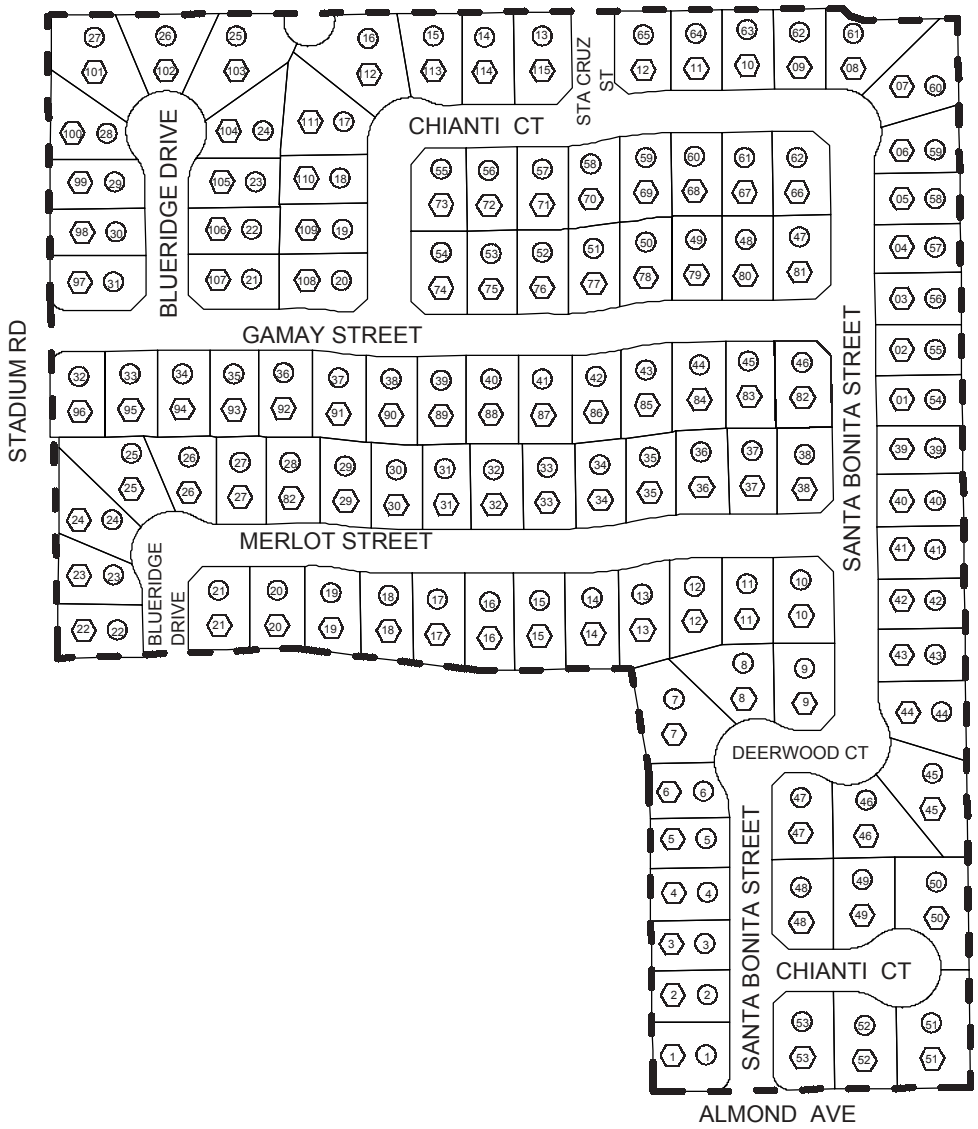
AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 13
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LAS PALMAS ESTATES
1, 2, 3 AND 4

REV. JULY 2010



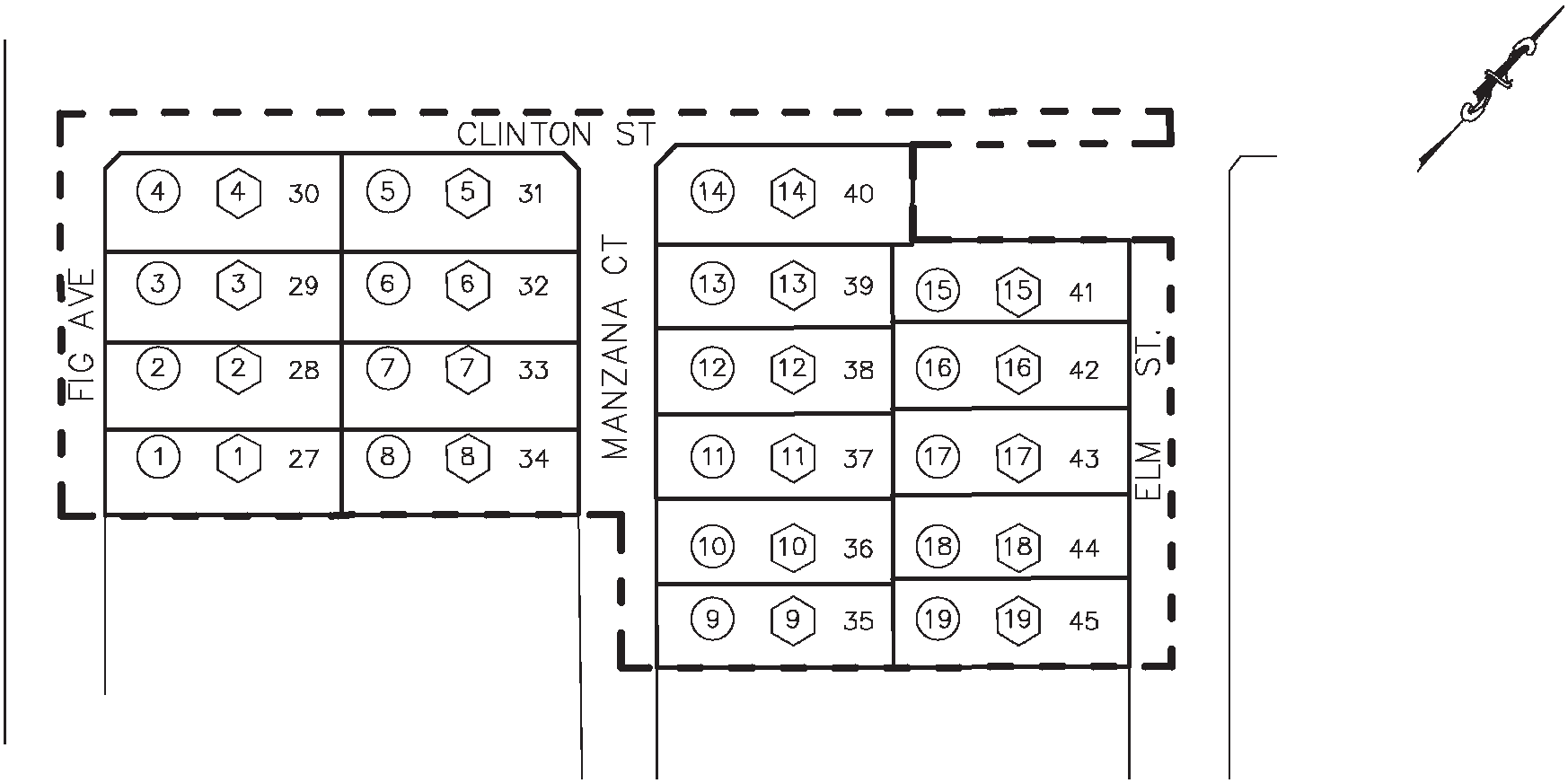
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 14
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO 1 and 2 SUBDIVISION
REV. JULY 2010



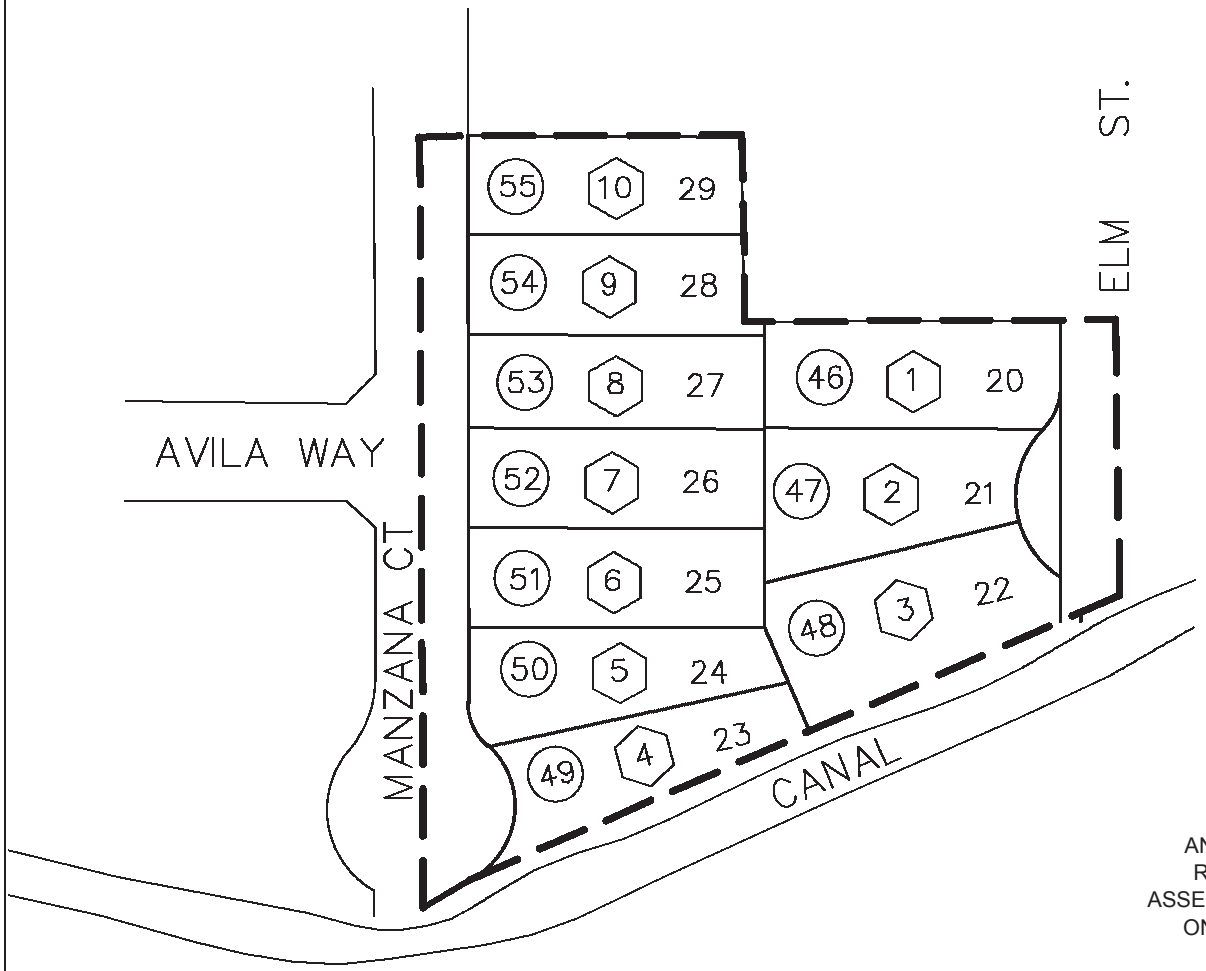
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

LEGEND

———	PARCEL LOT BOUNDARY
— —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS
PHASE I
REV. JULY 2010



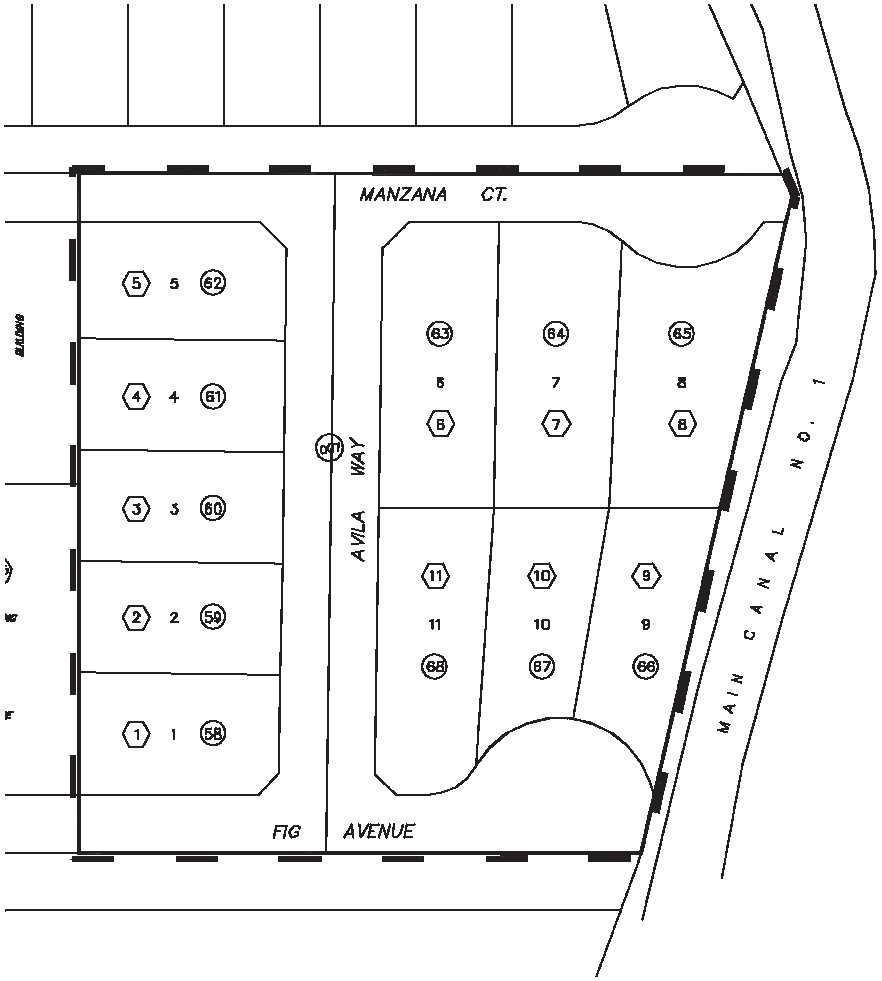
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
1	ASSESSOR'S PARCEL NUMBER
101	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS
PHASE II
REV. JULY 2010



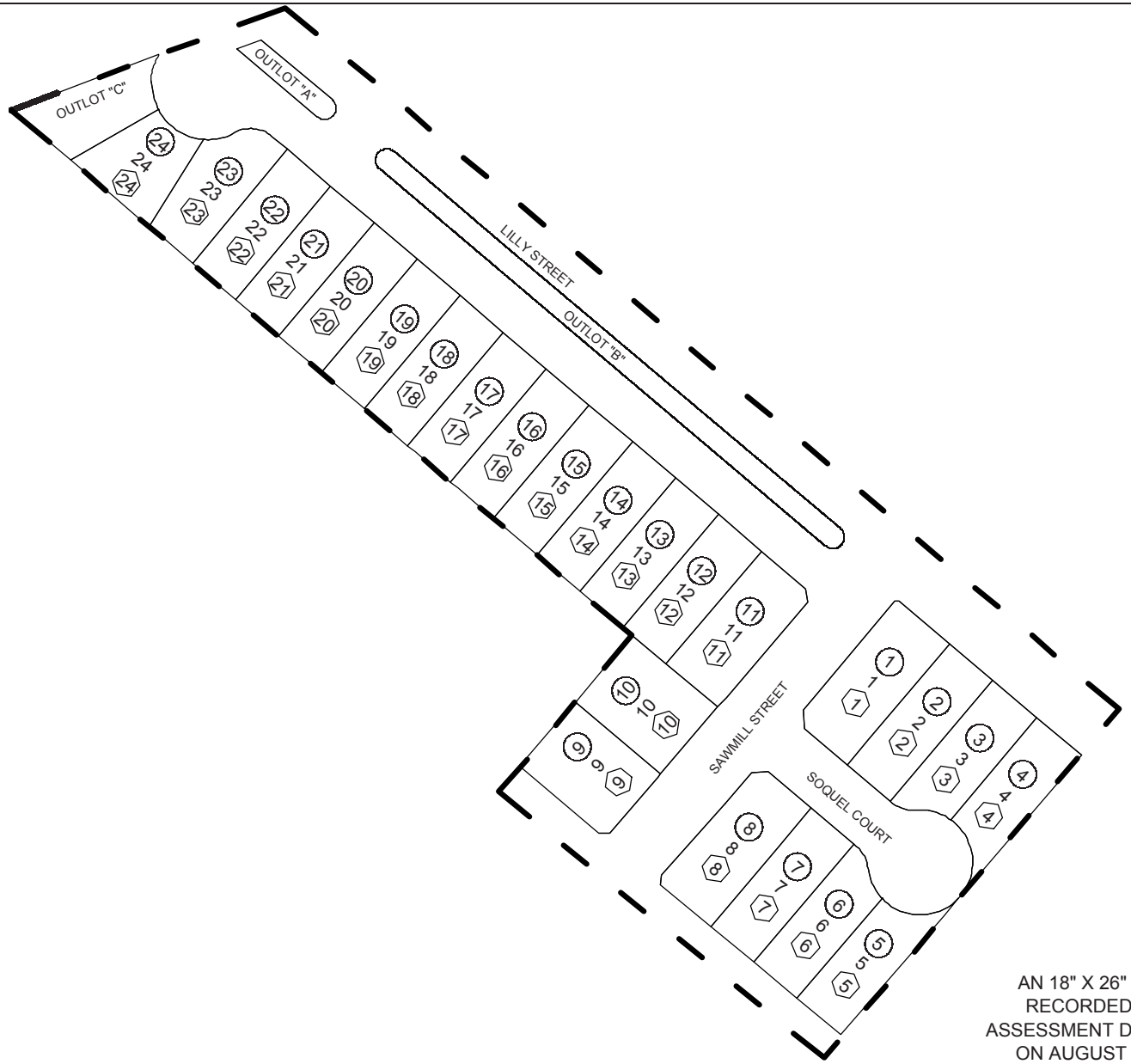
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(##)	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS PHASE III
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

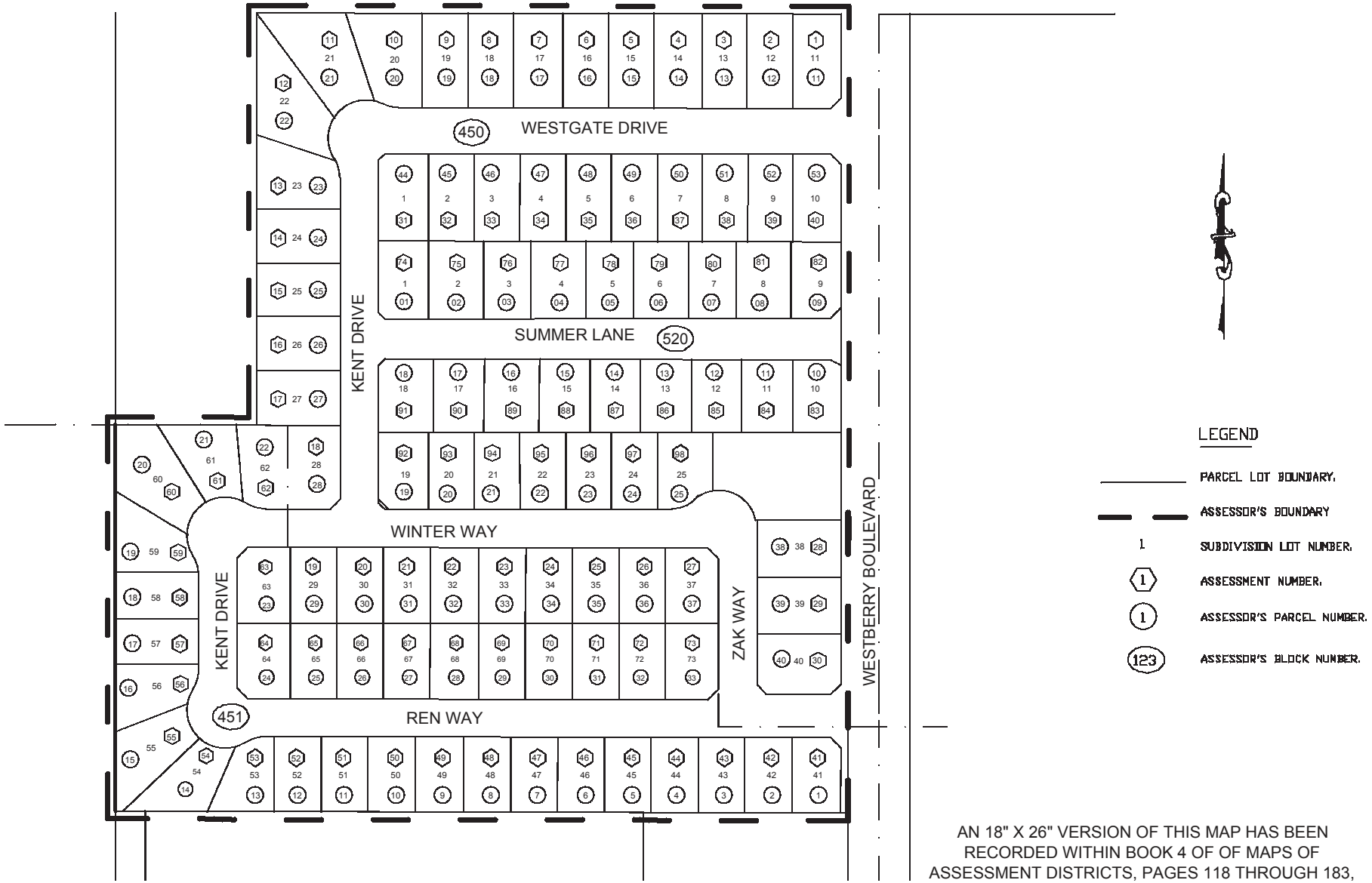
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 16
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

SUGAR PINE ESTATES

REV. JULY 2010



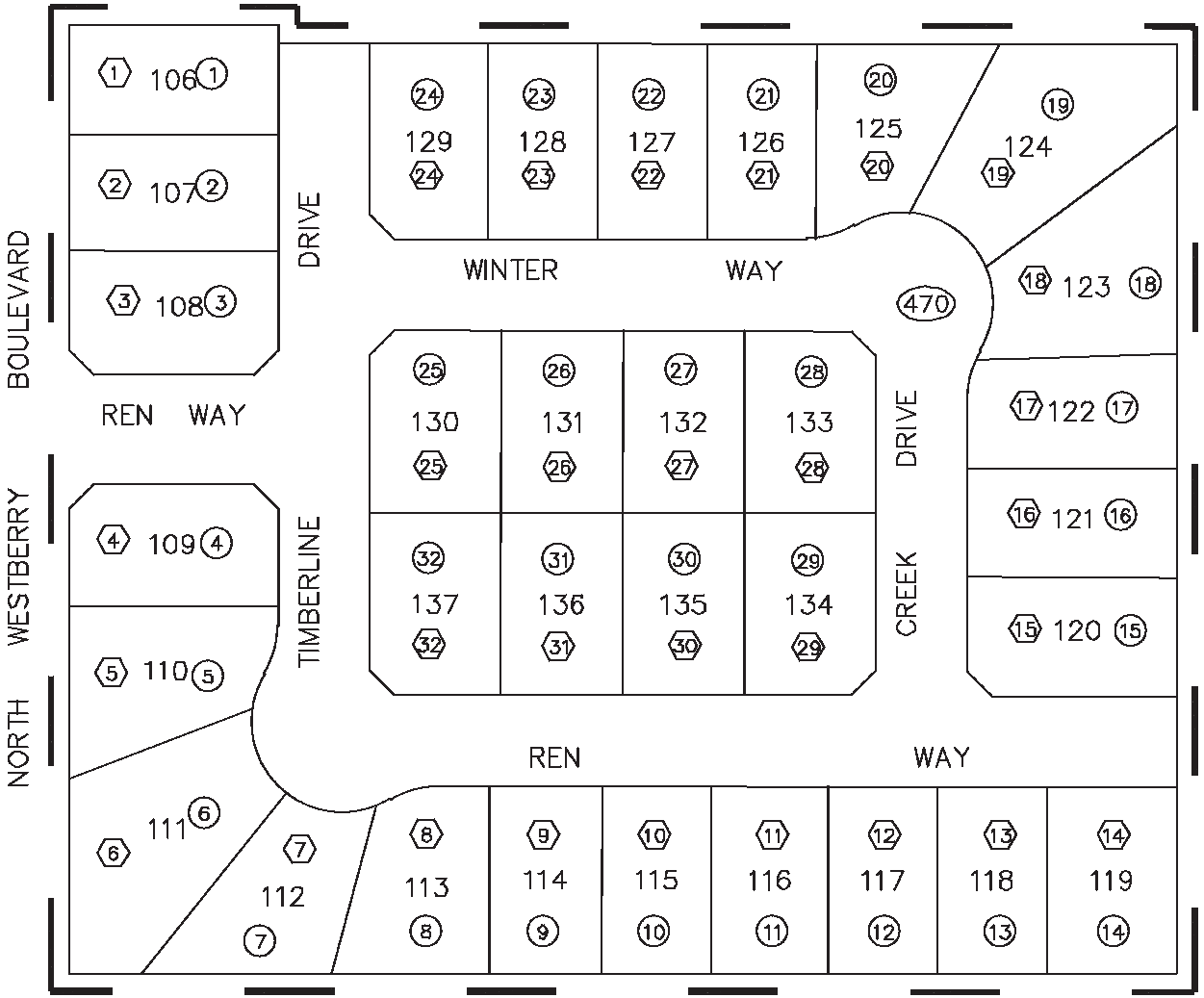
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASES 1 AND 2

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

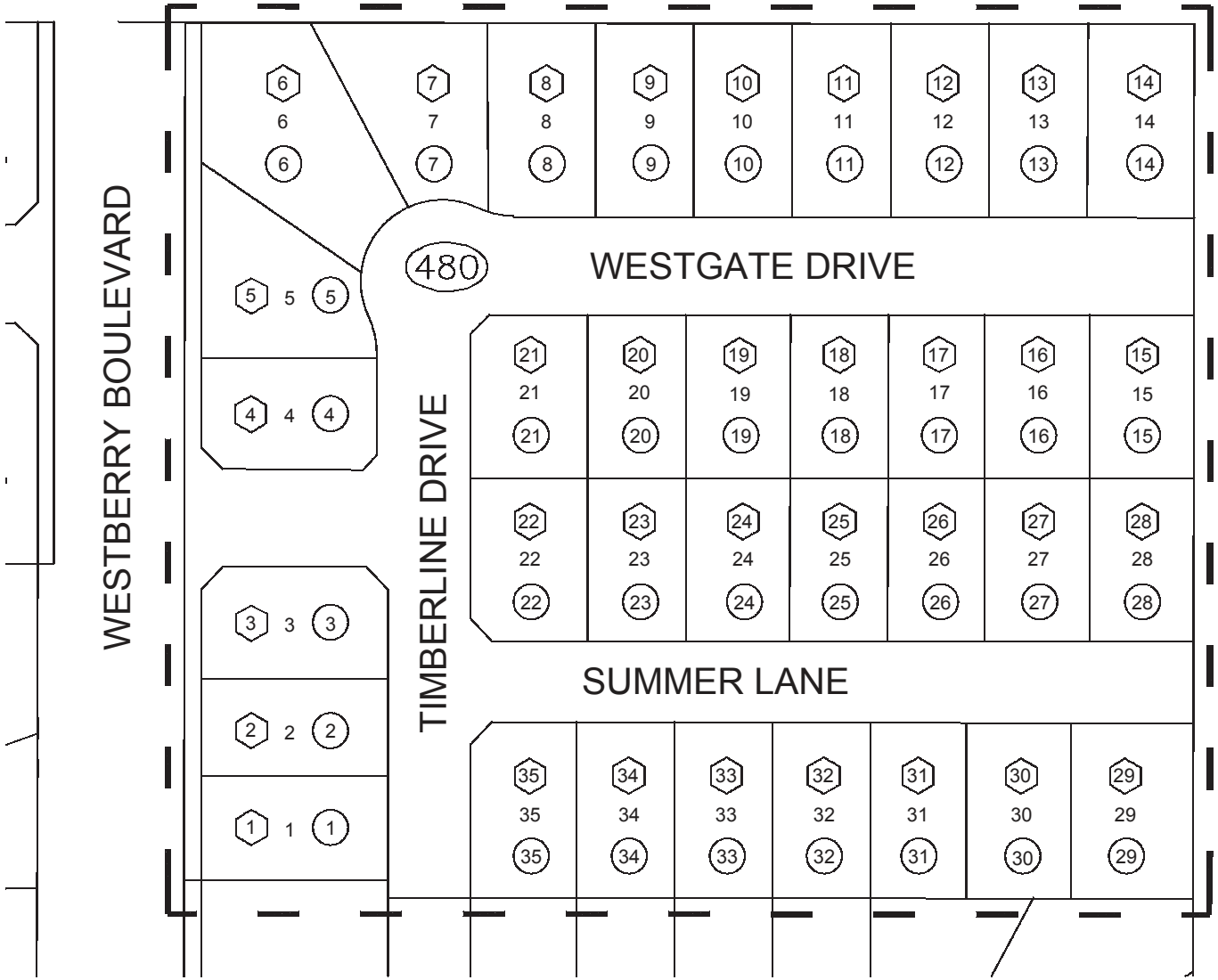
AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASE 3

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

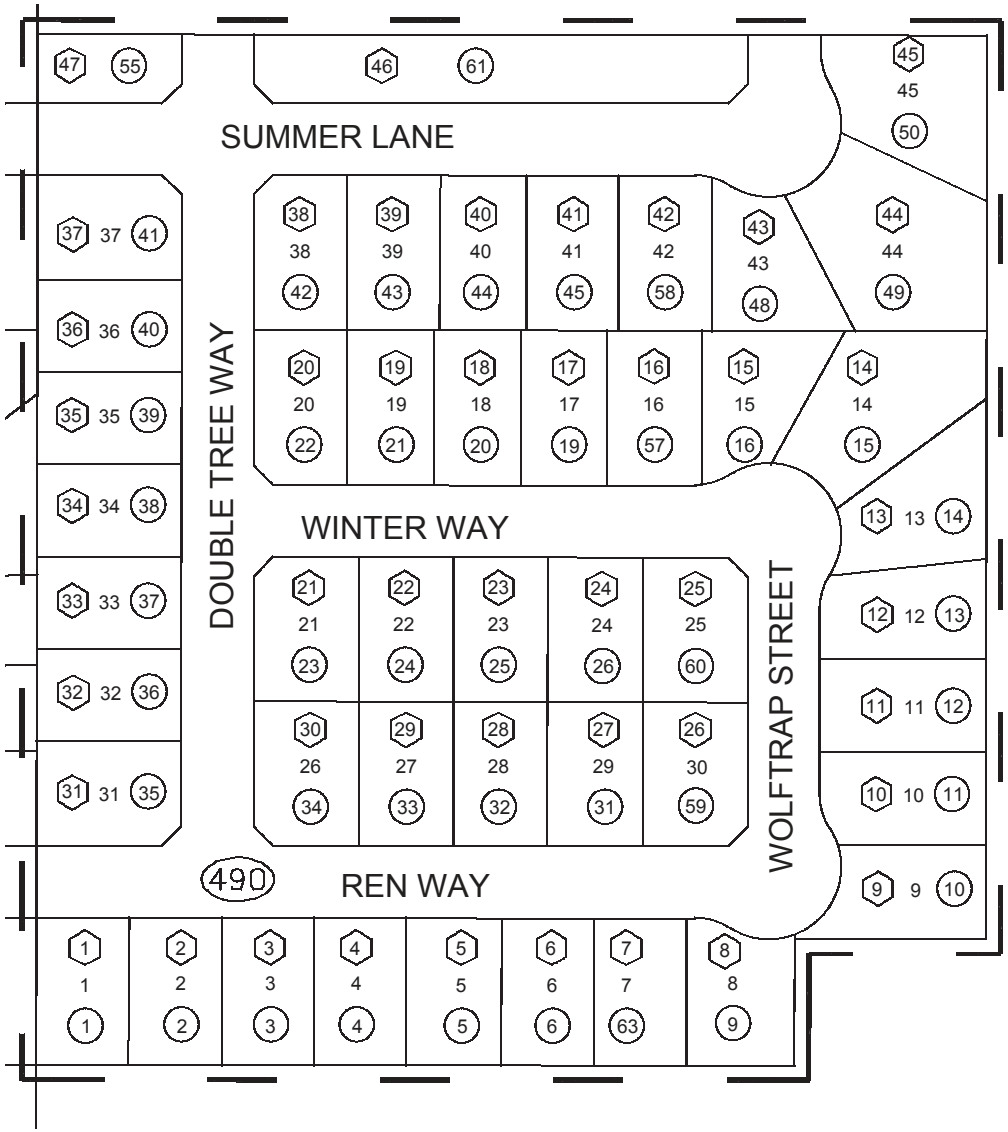
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASE 4

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

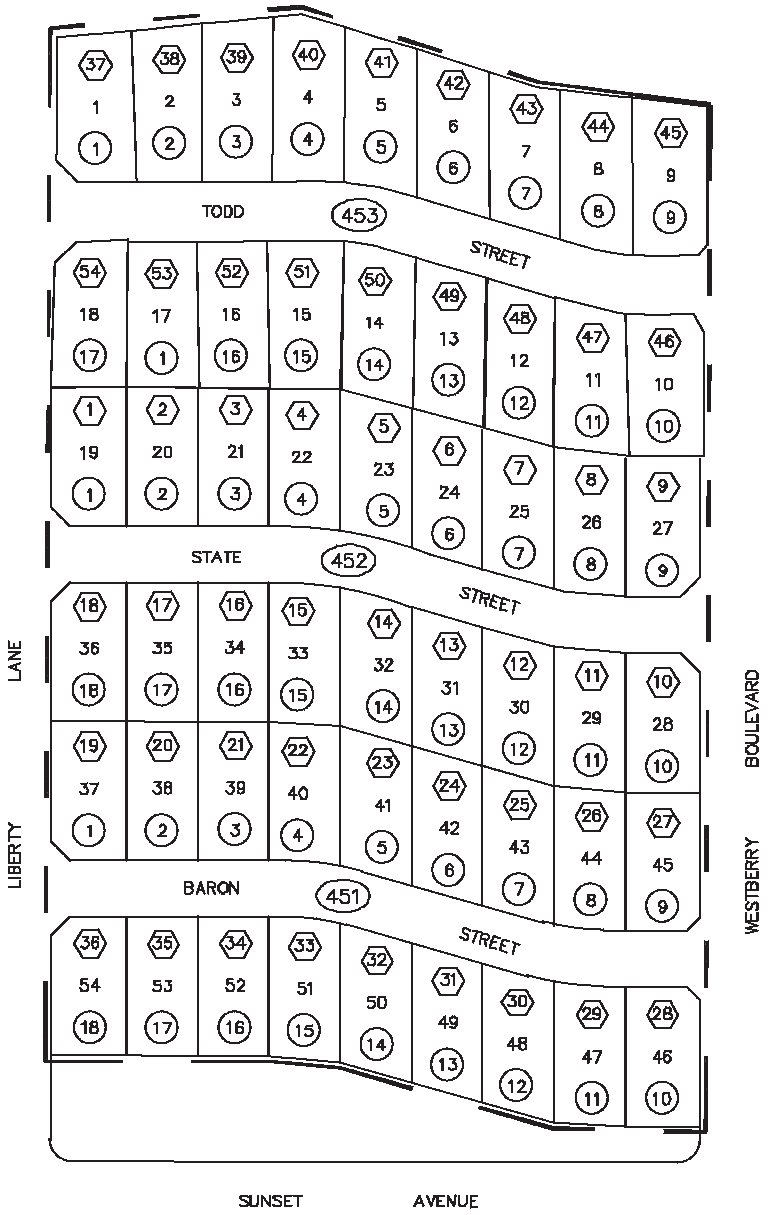
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO XI
PHASE 1

REV. JULY 2010



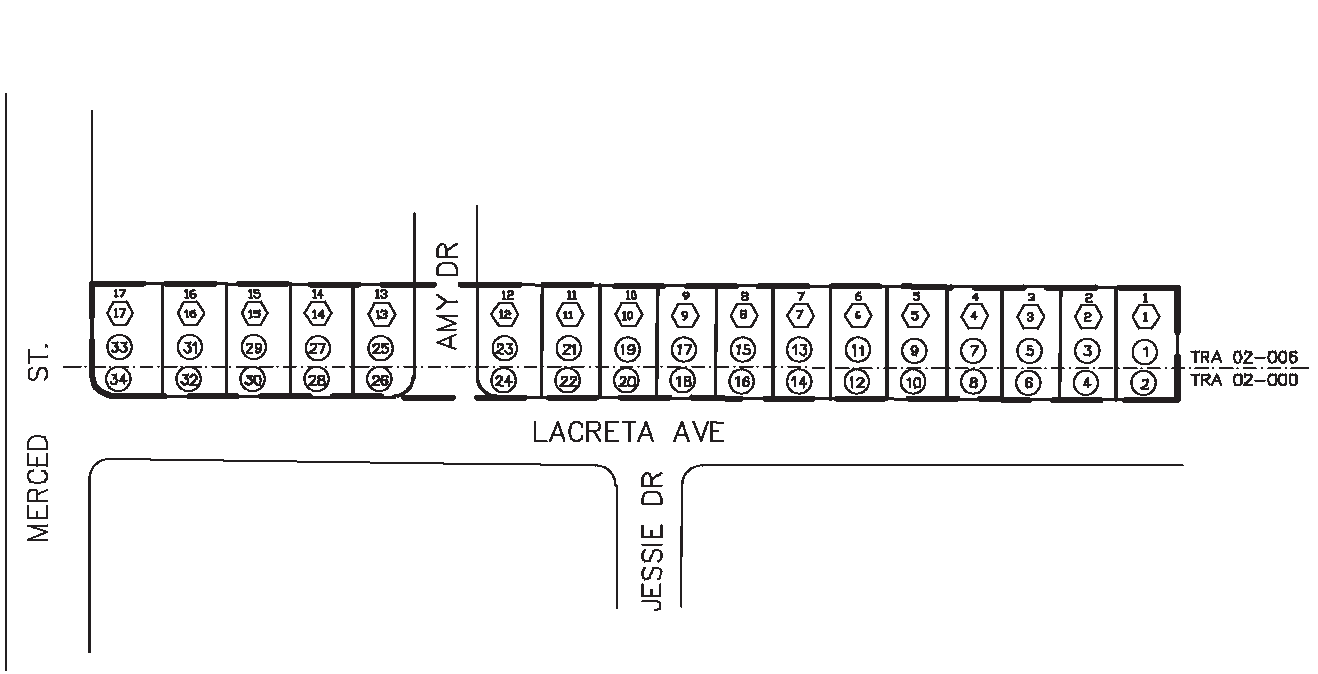
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 18
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LINCOLN PLACE
PHASES 1, 2 AND 3
REV. JULY 2010



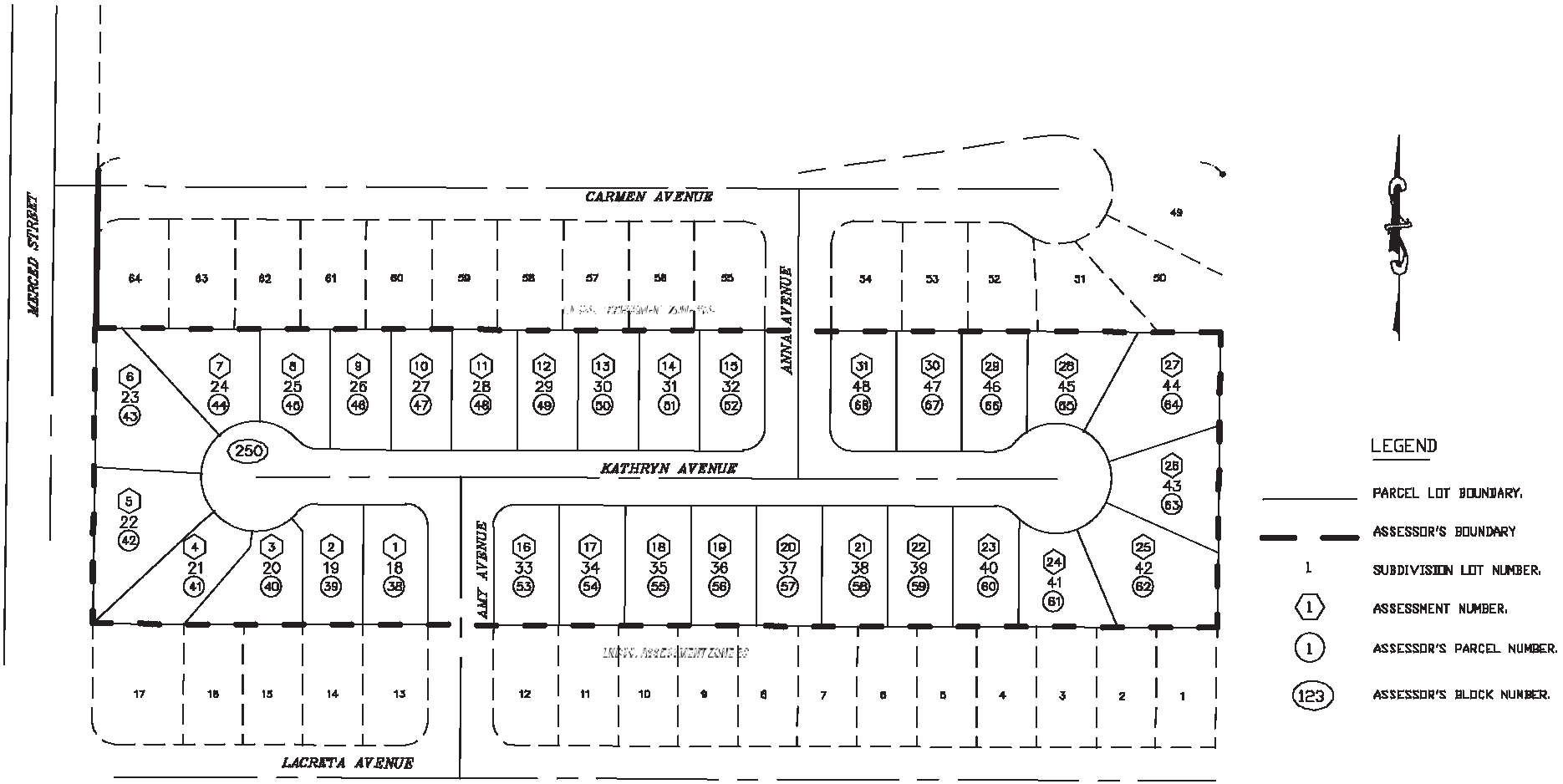
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LA JOLLA
PHASE 1
REV. JULY 2010



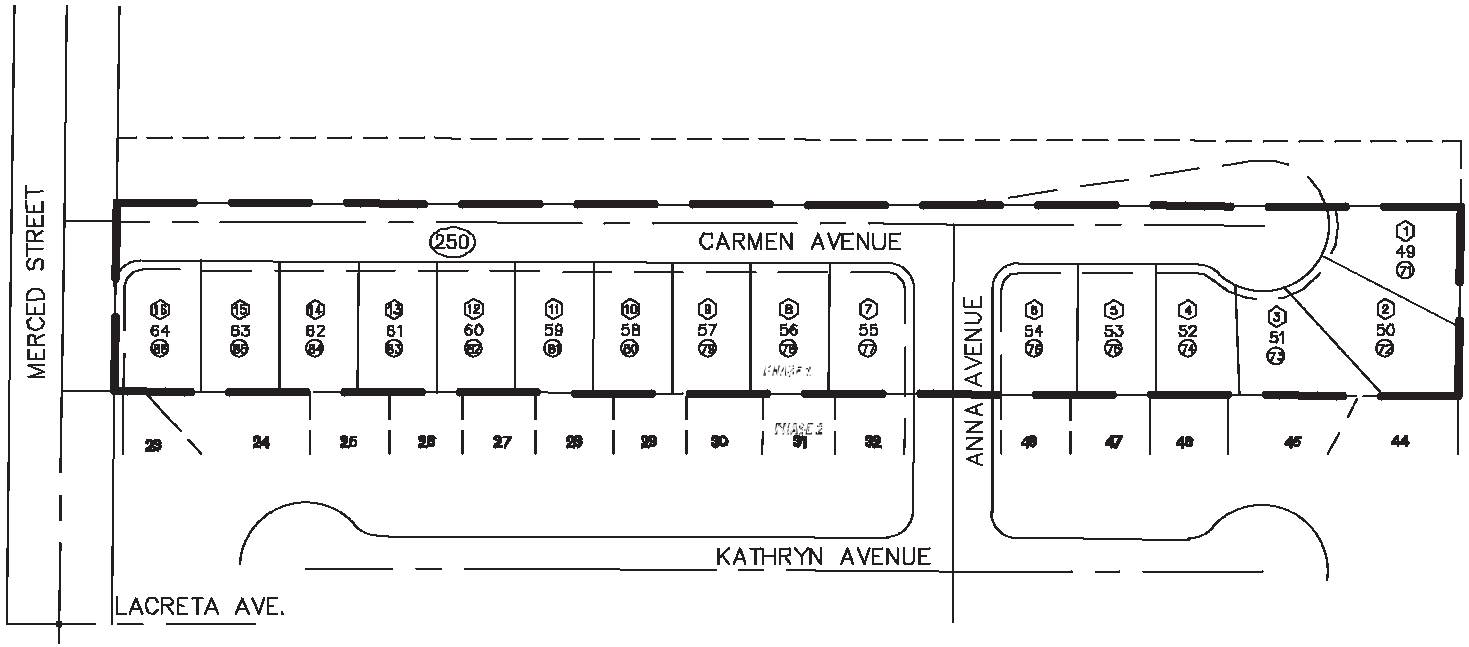
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LA JOLLA
PHASE 2

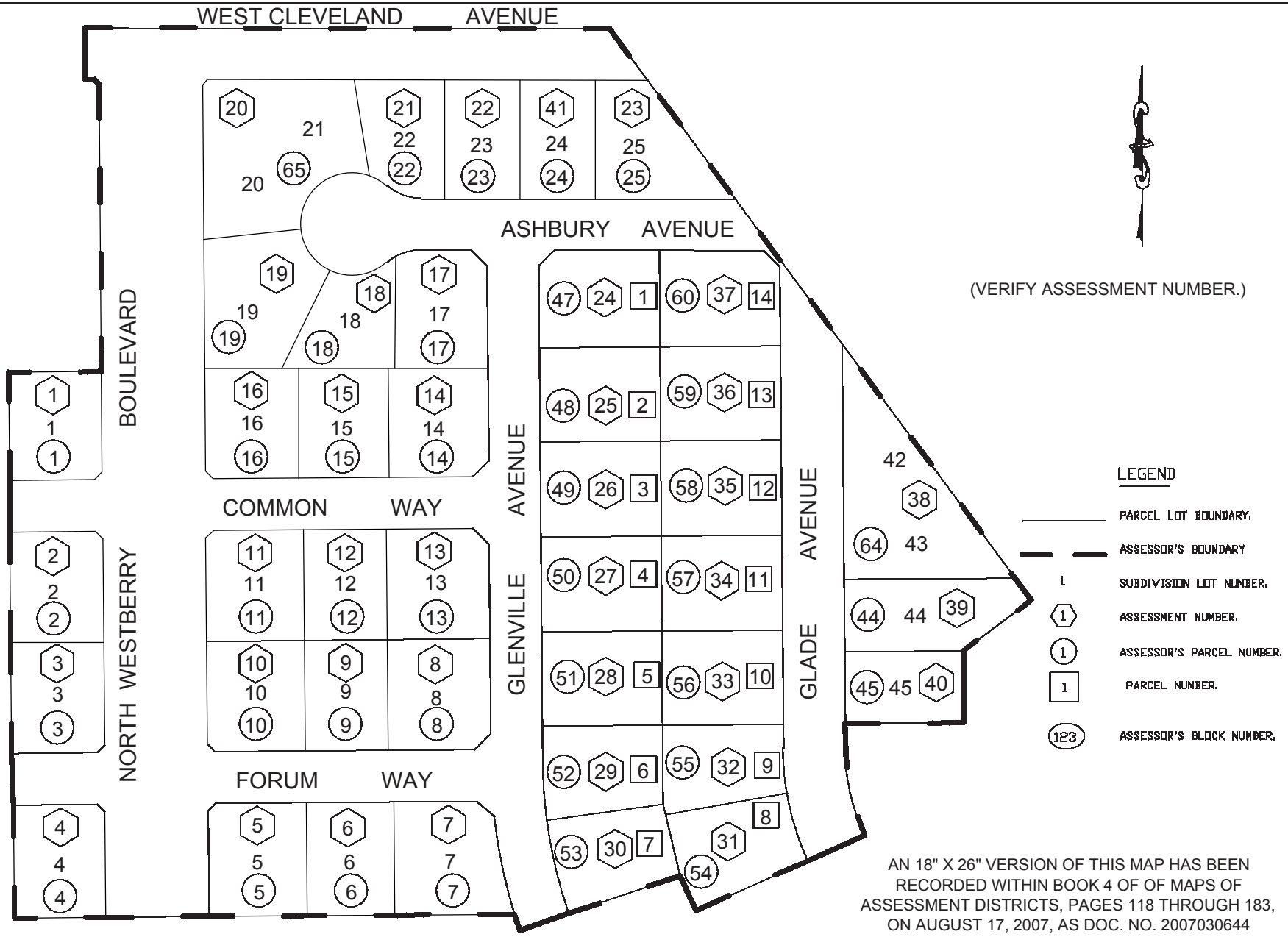
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

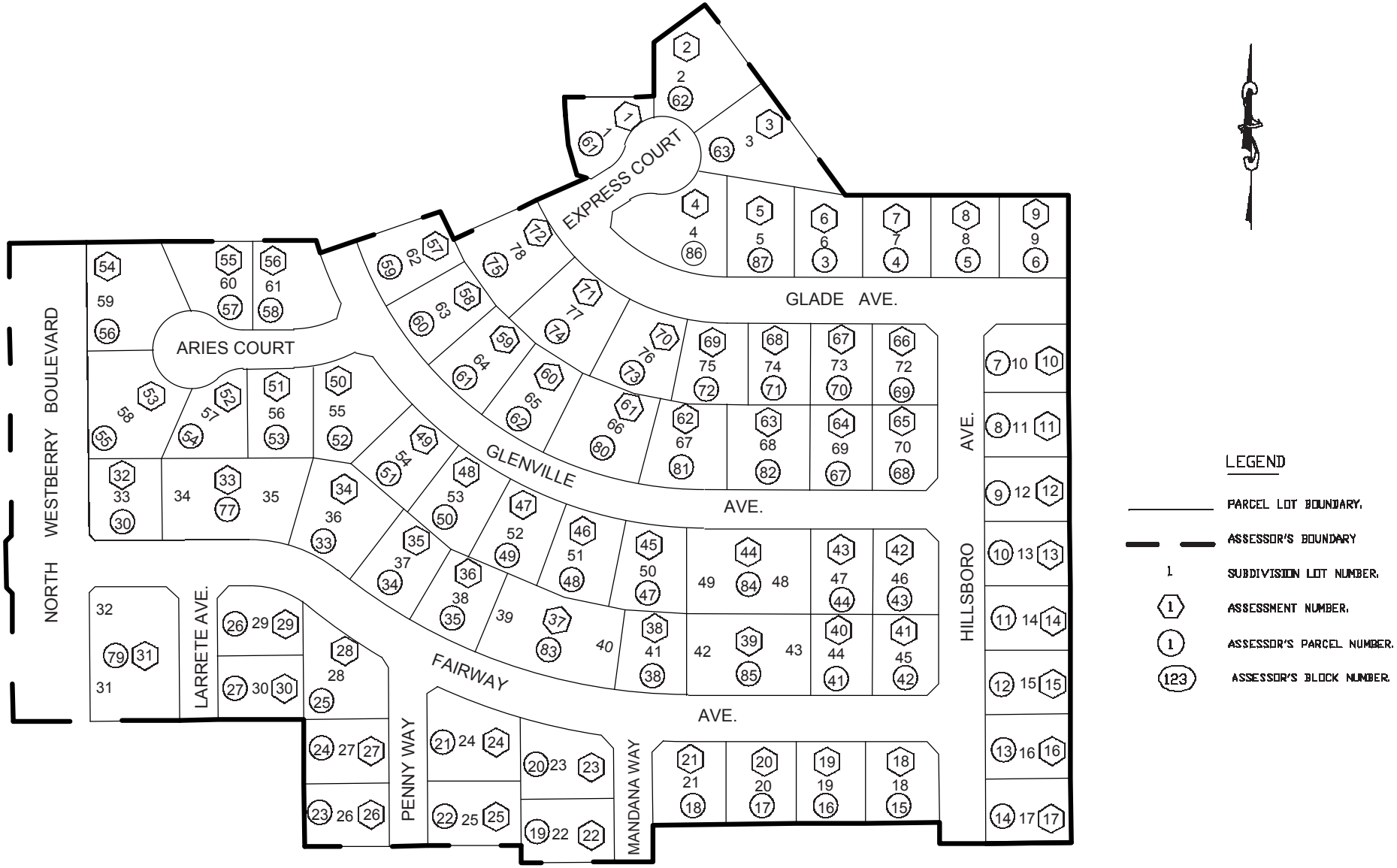
CITY OF MADERA
LA JOLLA
PHASE 3
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

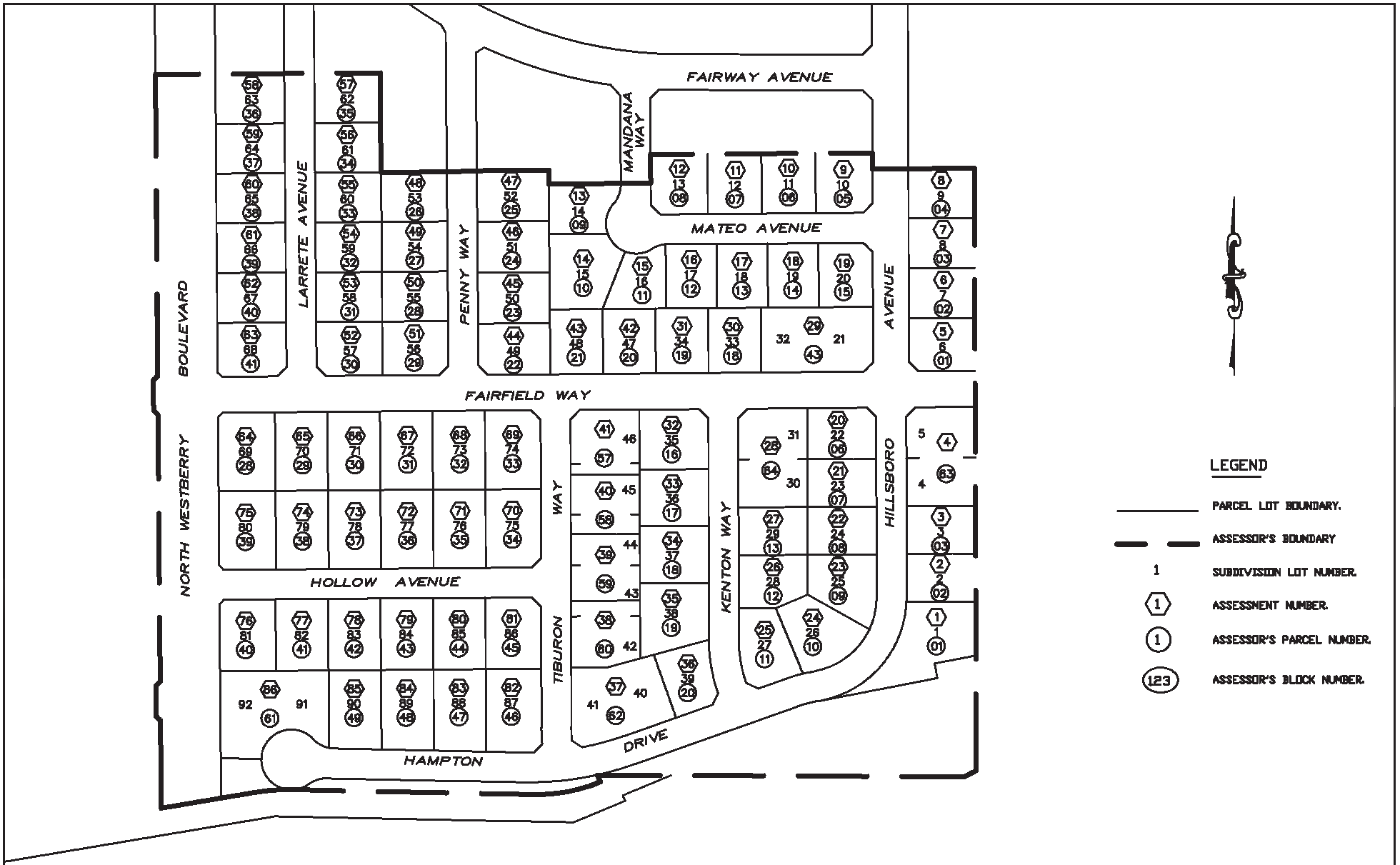
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE-21A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH Phase I
REV. JULY 2010



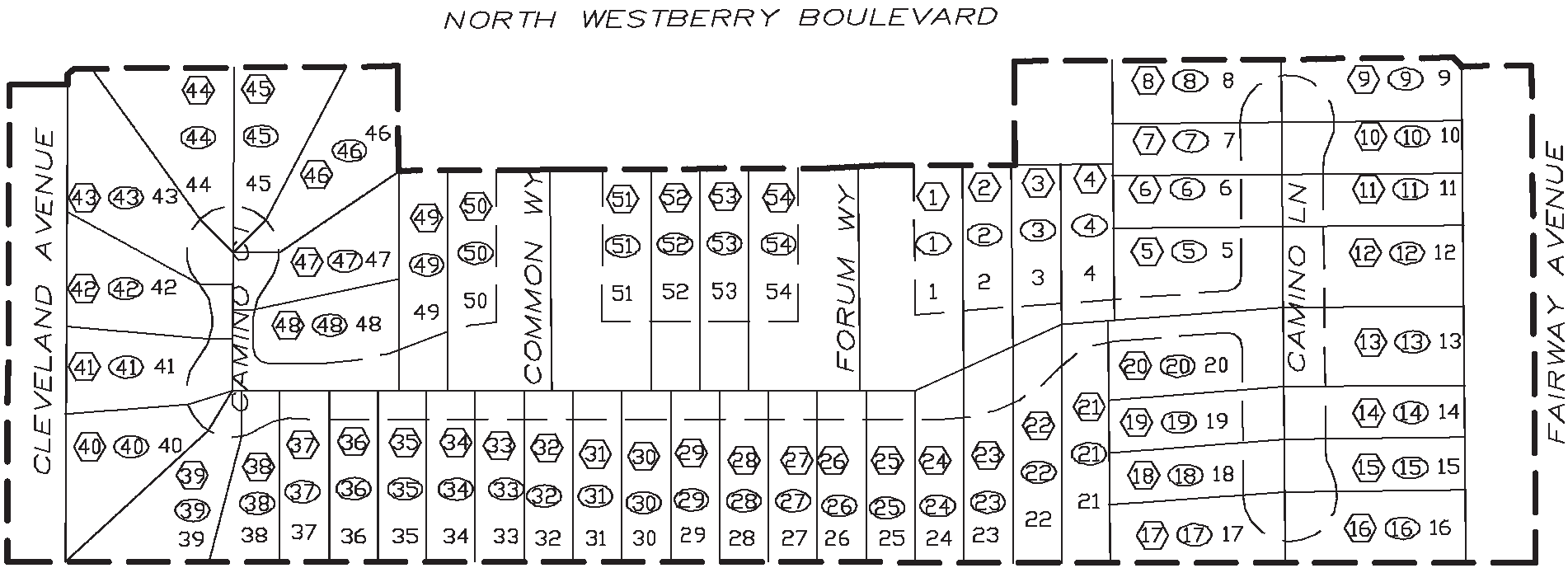
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE-21B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH
Phase II
REV. APRIL 2015



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH
PHASE III
REV. JULY 2009

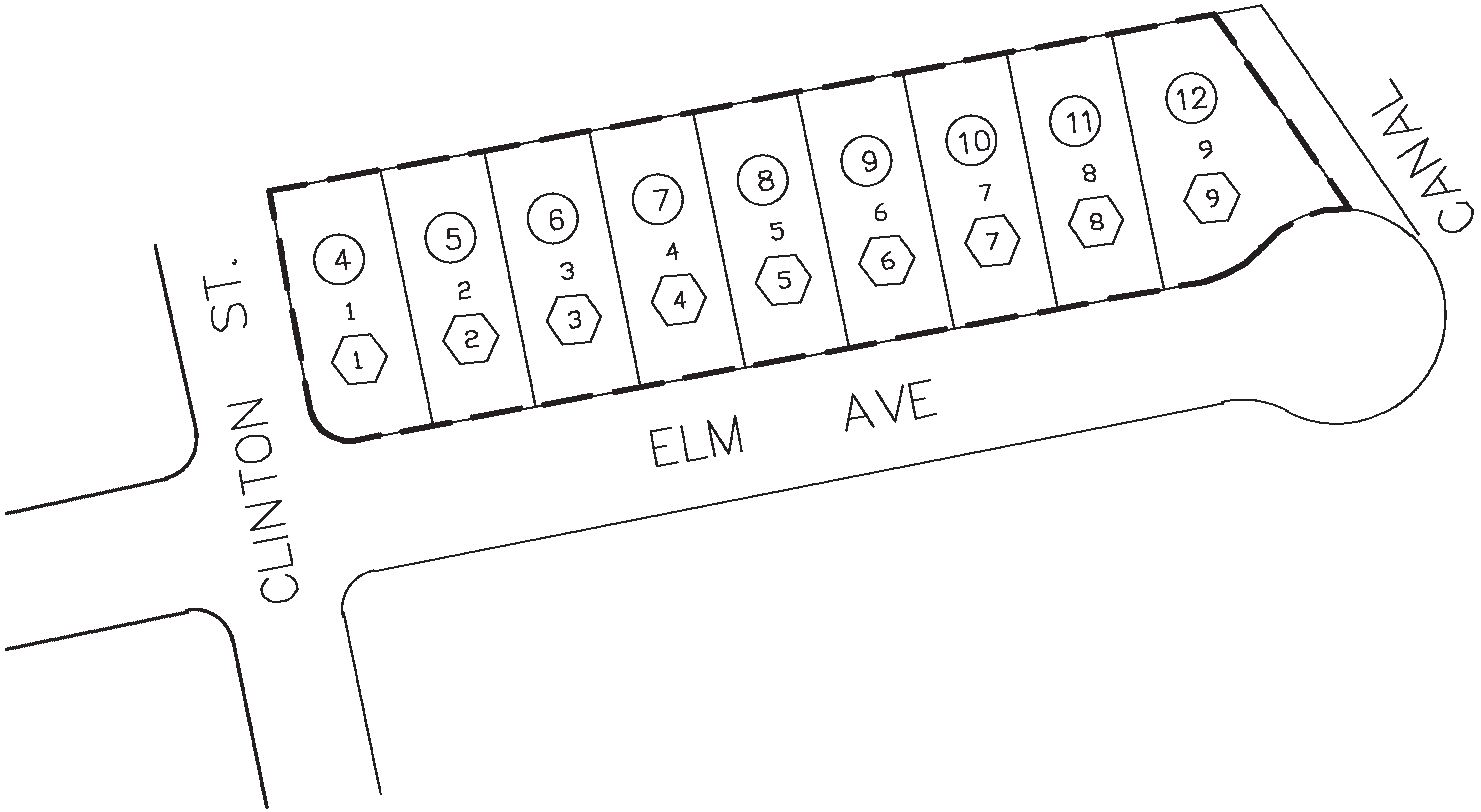


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21 D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH
PHASE IV
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

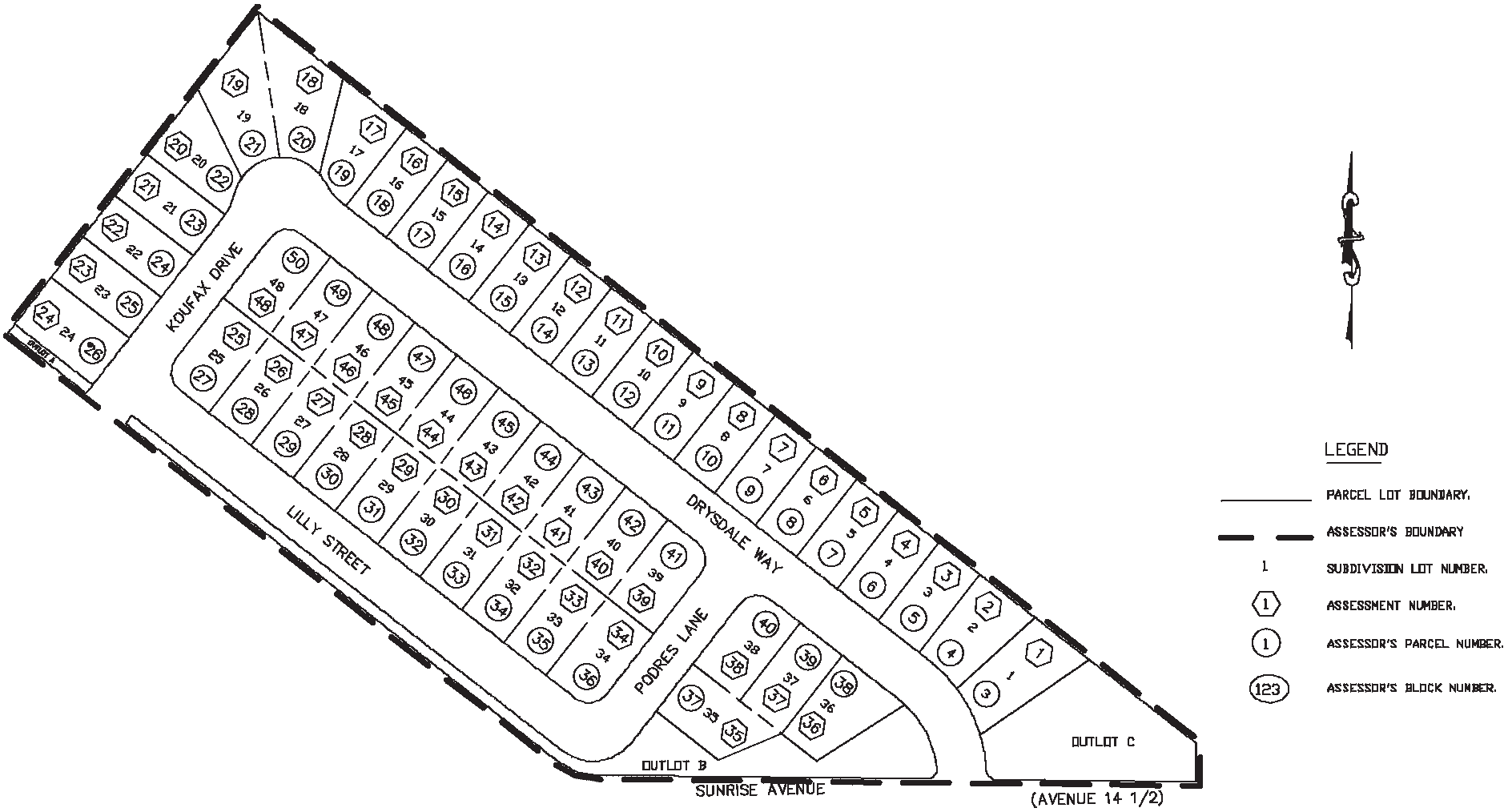
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 23
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

ELM ESTATES II SUBDIVISION

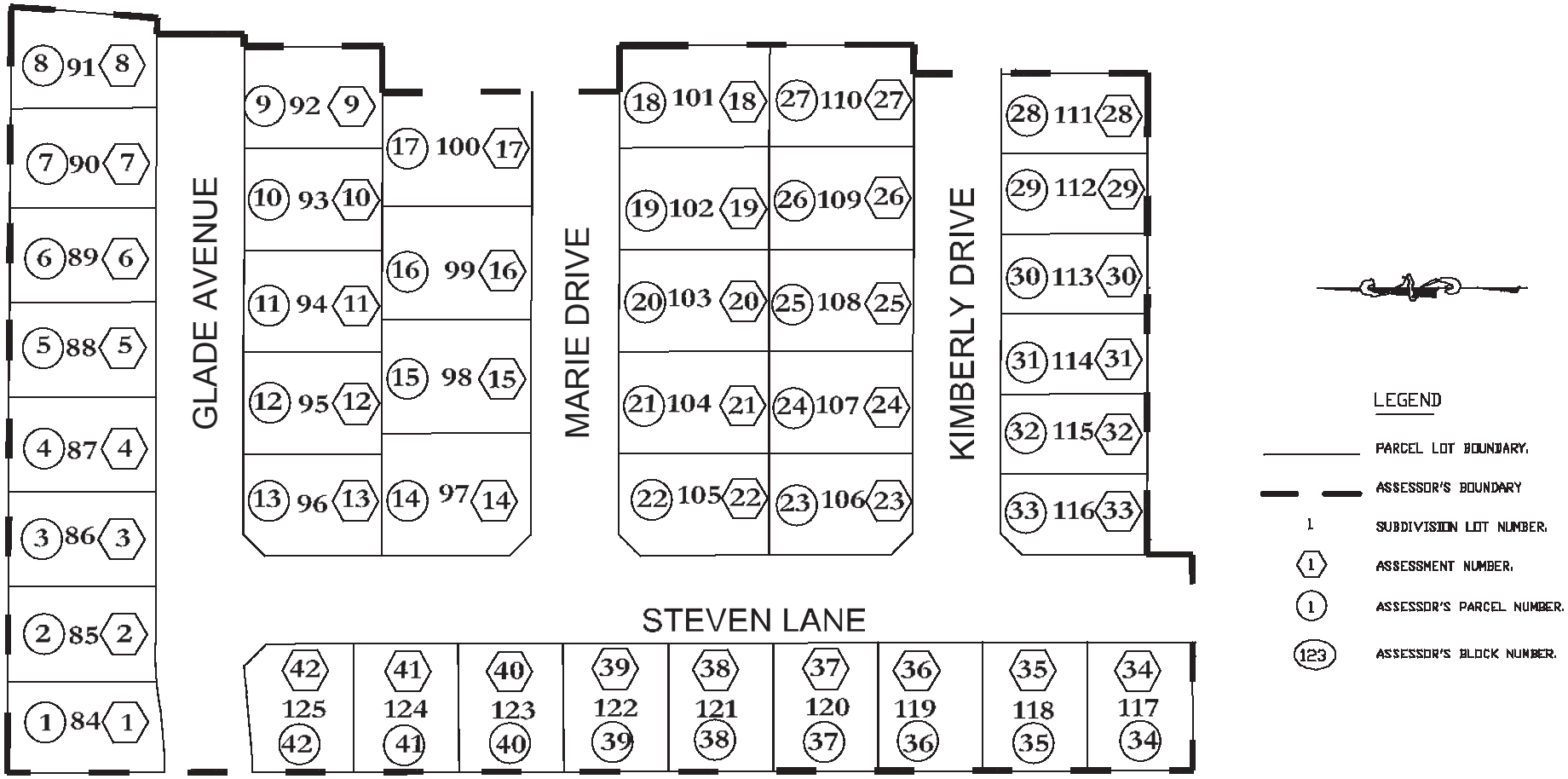
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 24
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

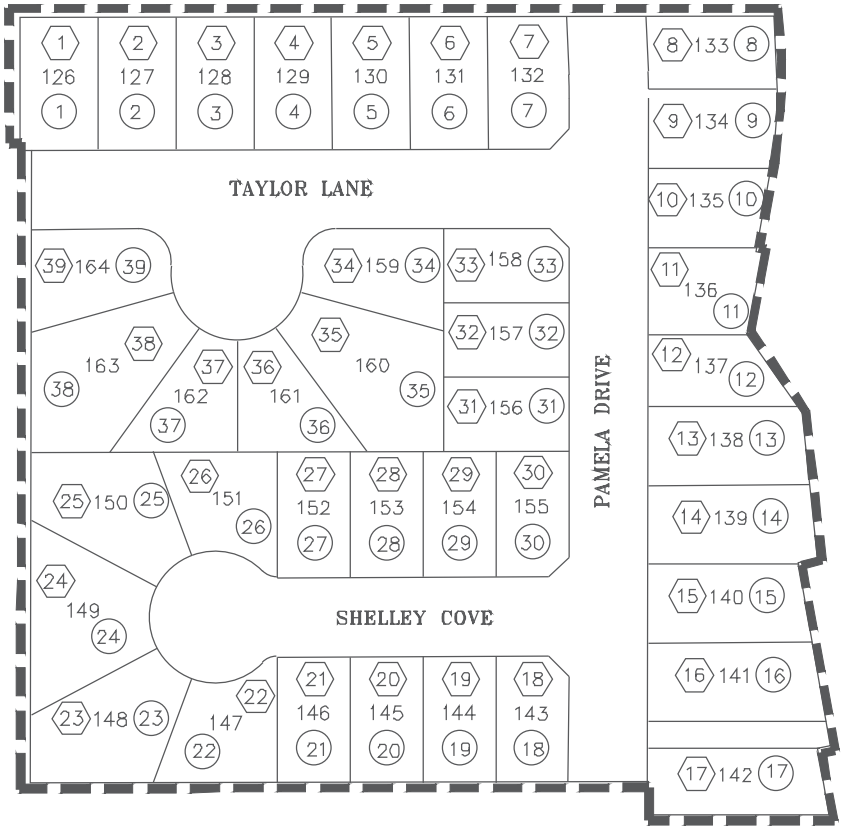
CITY OF MADERA
VISTA DEL SIERRA SUBDIVISION
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 25C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
COTTONWOOD III
REV. JULY 2010



LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
1	ASSESSOR'S PARCEL NUMBER
101	ASSESSOR'S BLOCK NUMBER

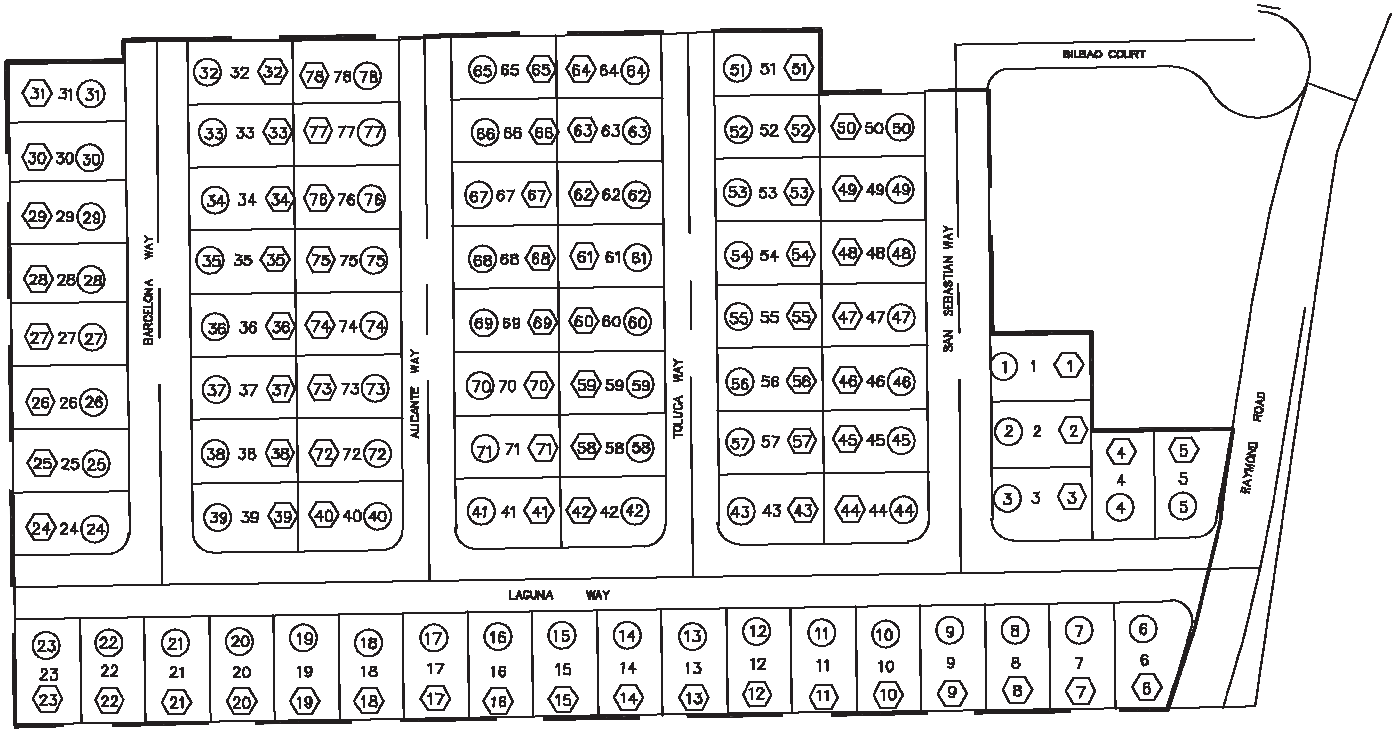
SCALE: NTS

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 25D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

COTTONWOOD ESTATES
PHASE 4

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

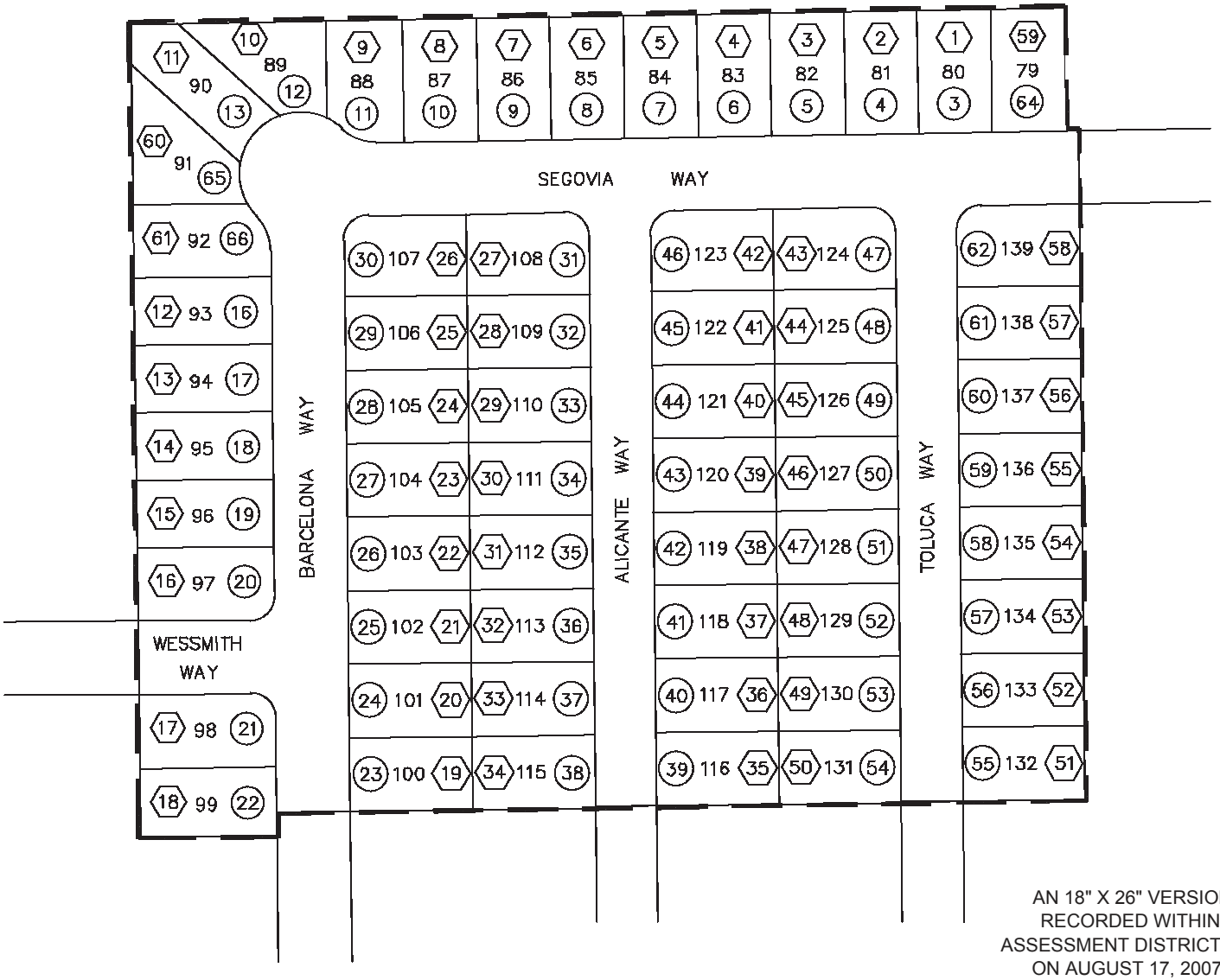
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CORDOVA ESTATES
PHASES 1 AND 2

REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CORDOVA ESTATES PHASE III
REV. JULY 2010

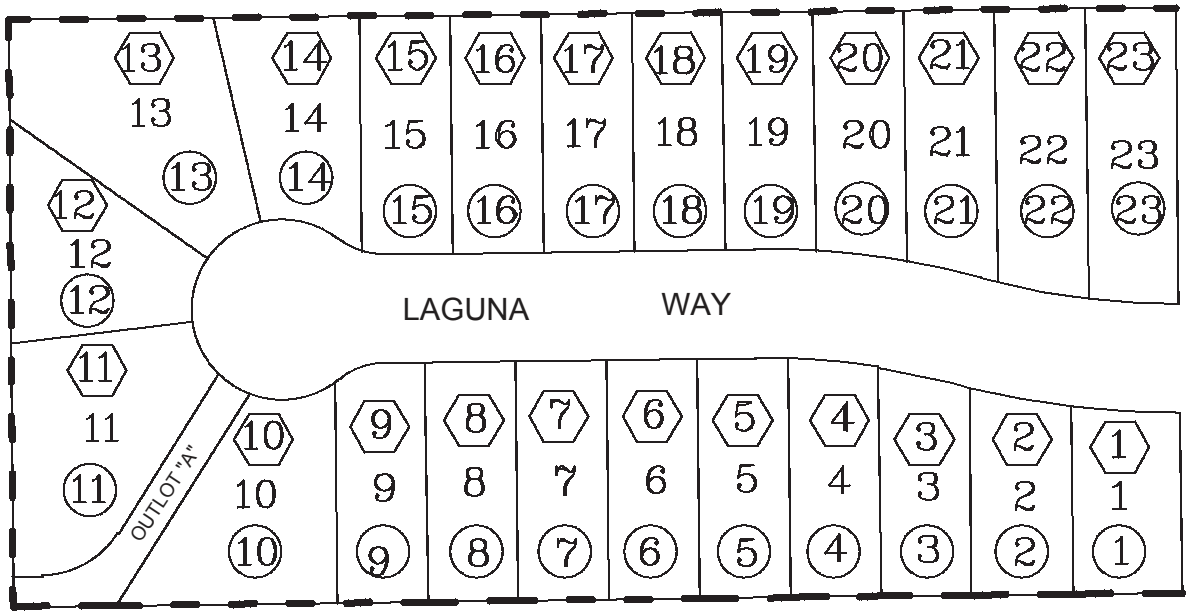
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CORDOVA ESTATES PHASE IV
REV. JULY 2010



N

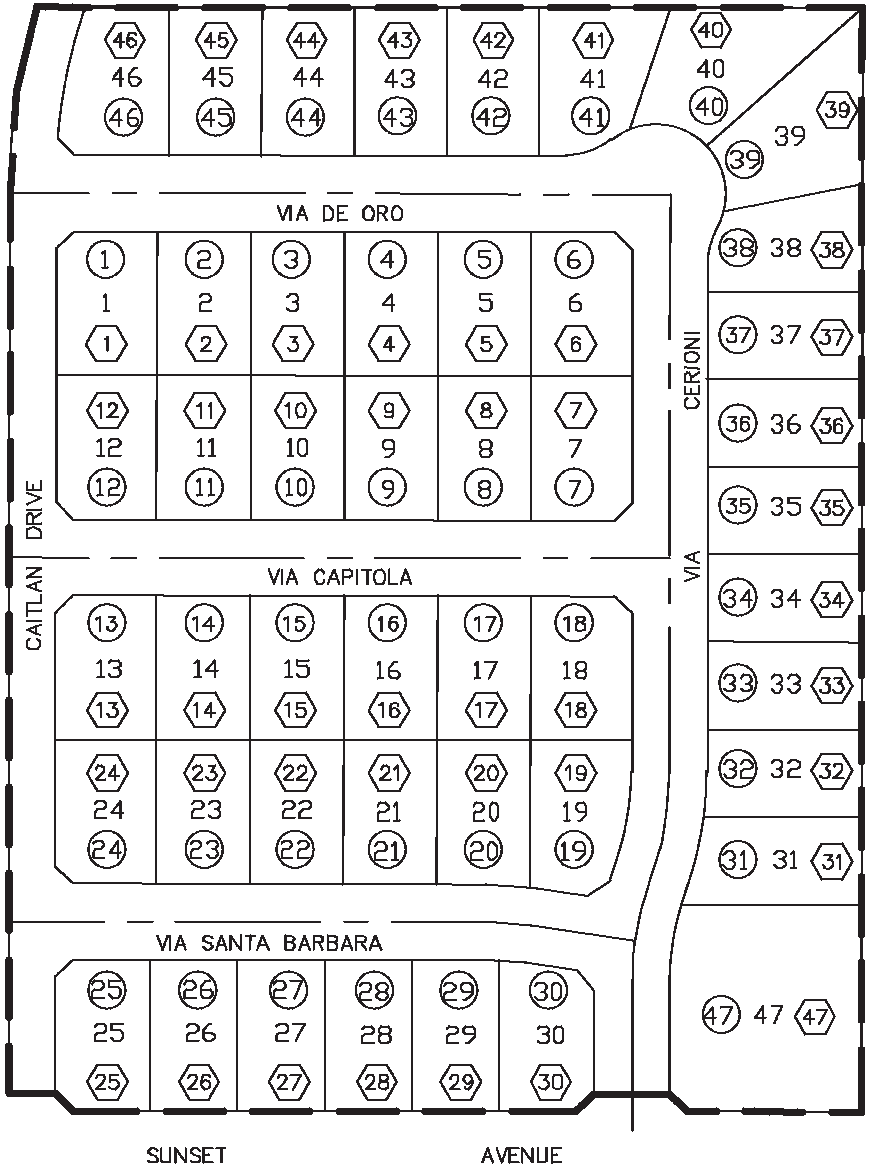
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
OAKWOOD ESTATES
REV. JULY 2010



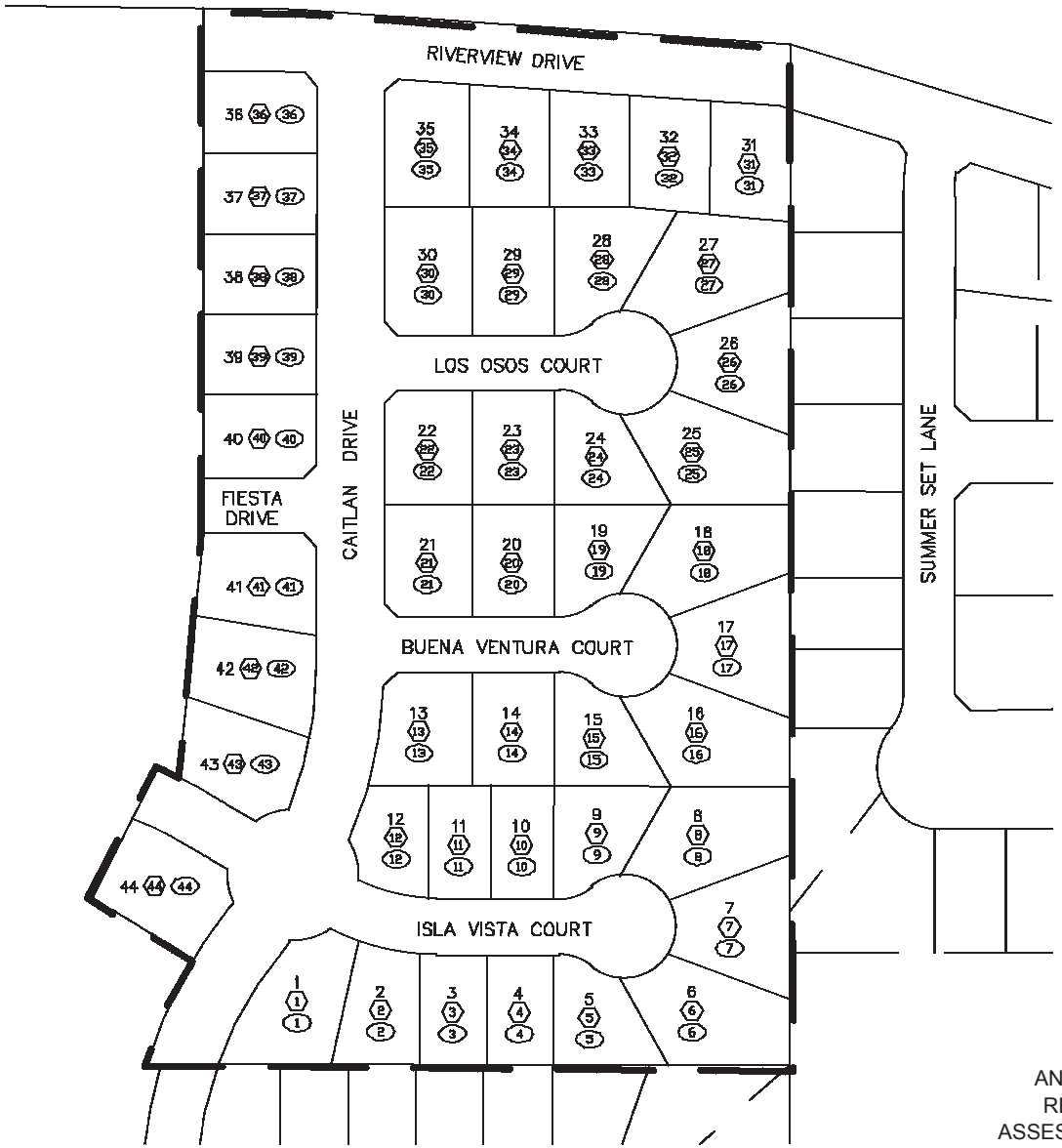
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 27
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VINEYARD WEST I SUBDIVISION
REV. JULY 2010



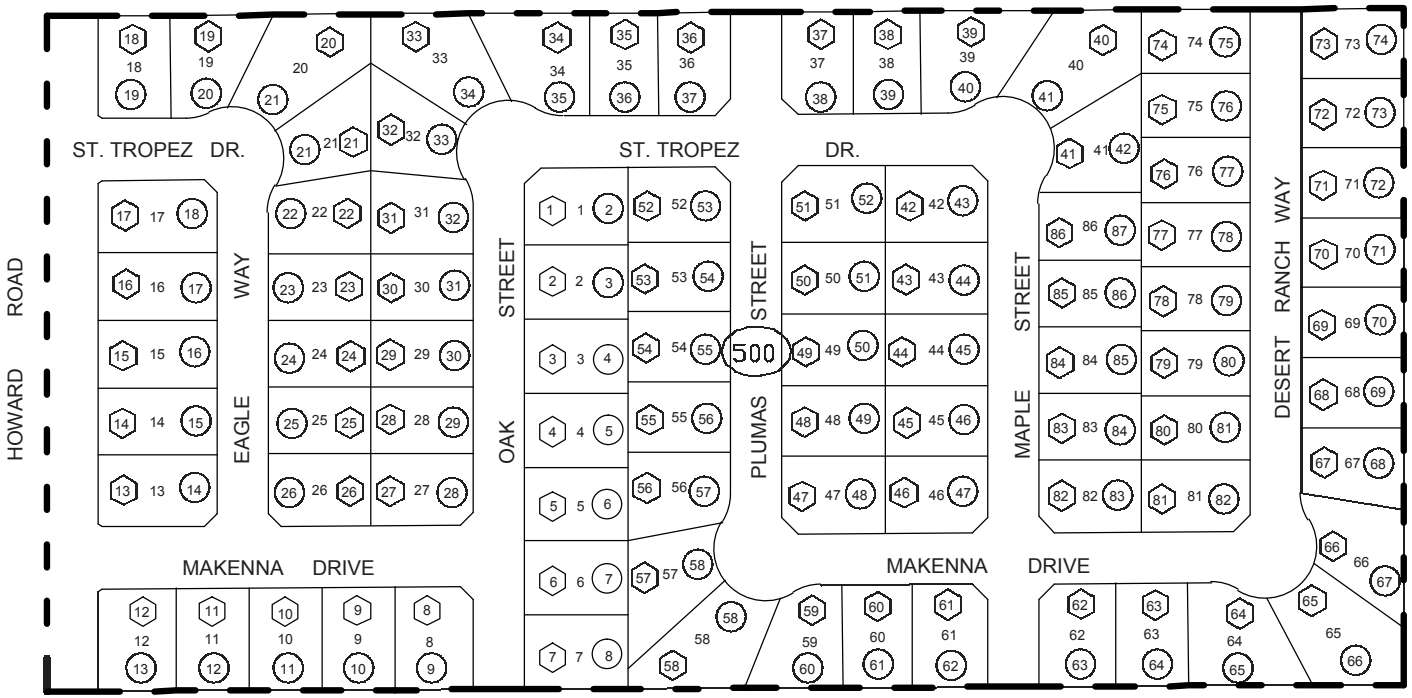
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 27B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VINEYARD WEST II SUBDIVISION
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

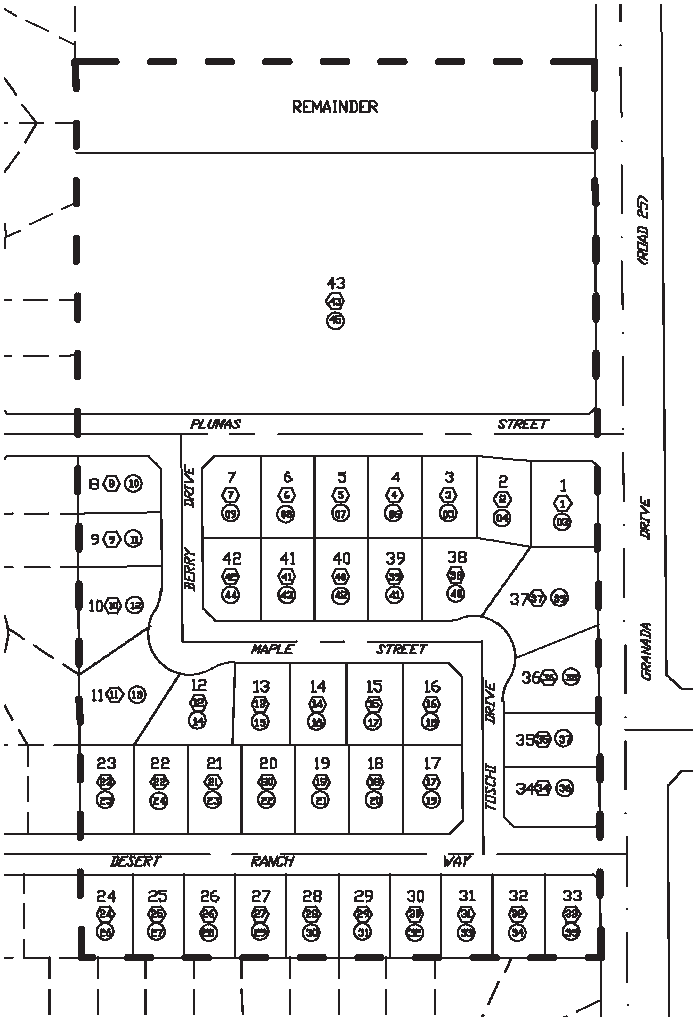
AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 28
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO XII

REV. JULY 2010



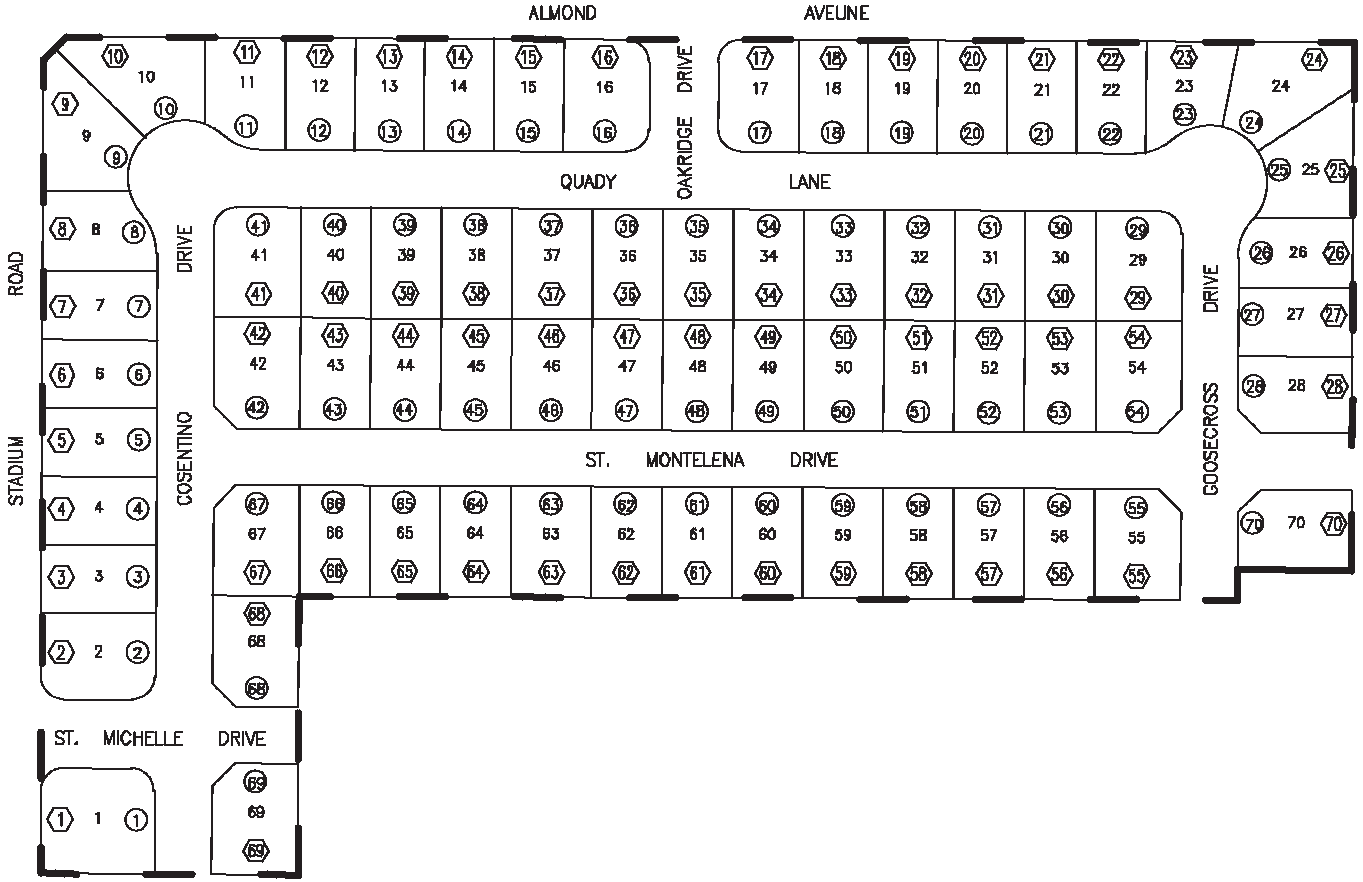
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 28B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO XIII SUBDIVISION
REV. JULY 2010



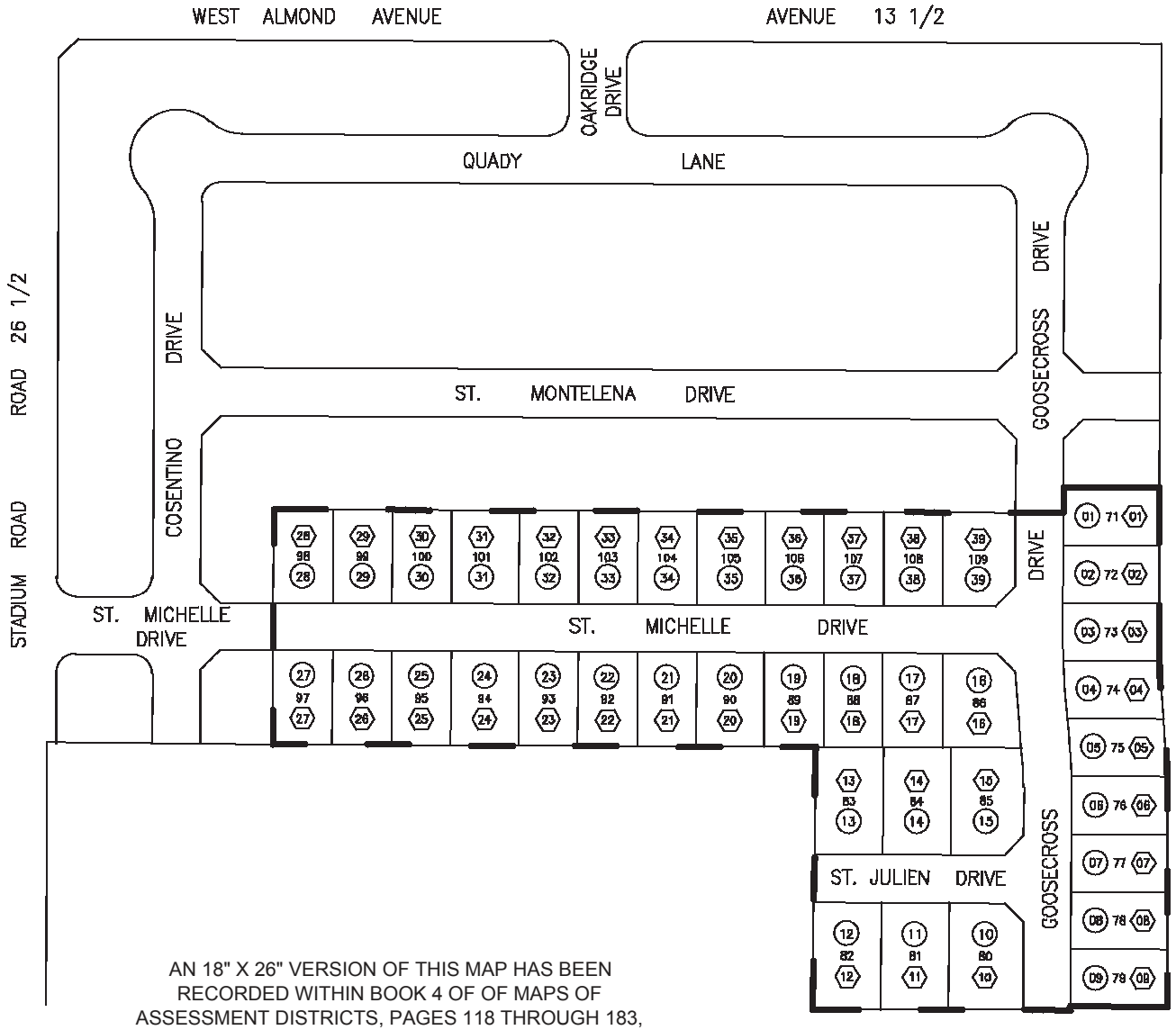
LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS PHASE I
REV. JULY 2010



LEGEND

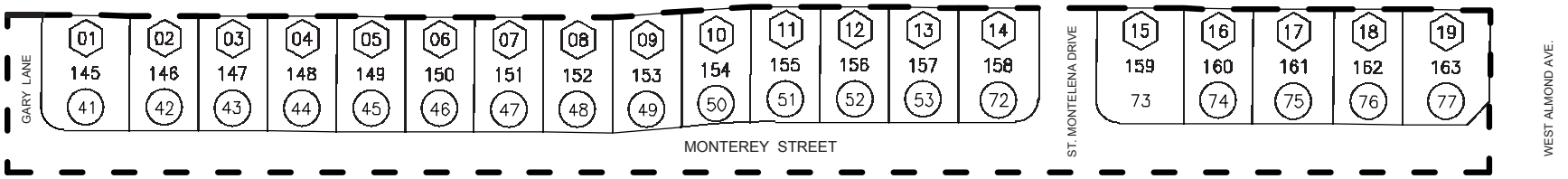
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CHATEAU AT THE VINEYARDS II

REV. JULY 2010



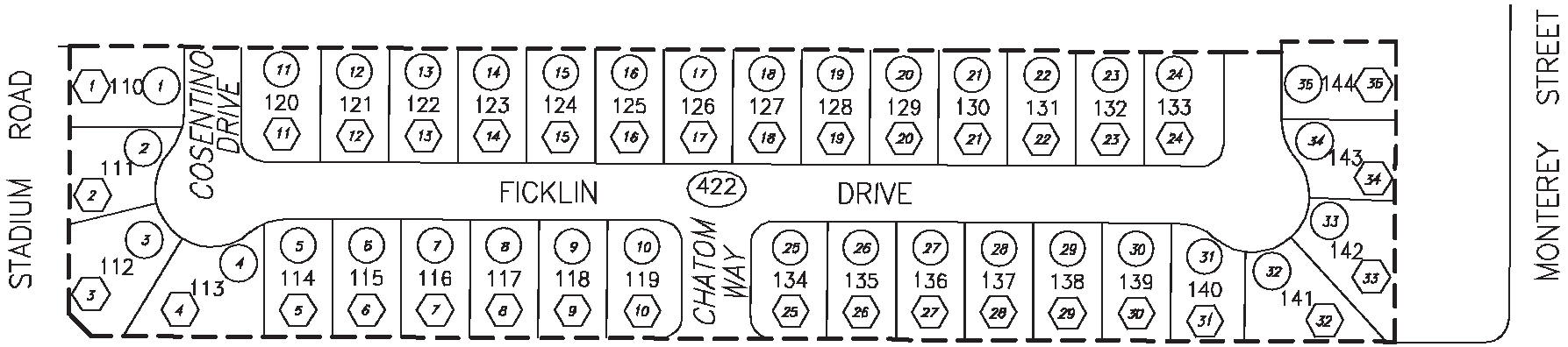
LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS PHASE III
REV. JULY 2010



LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(###)	ASSESSOR'S BLOCK NUMBER

SCALE: NTS

ASSESSMENT DIAGRAM

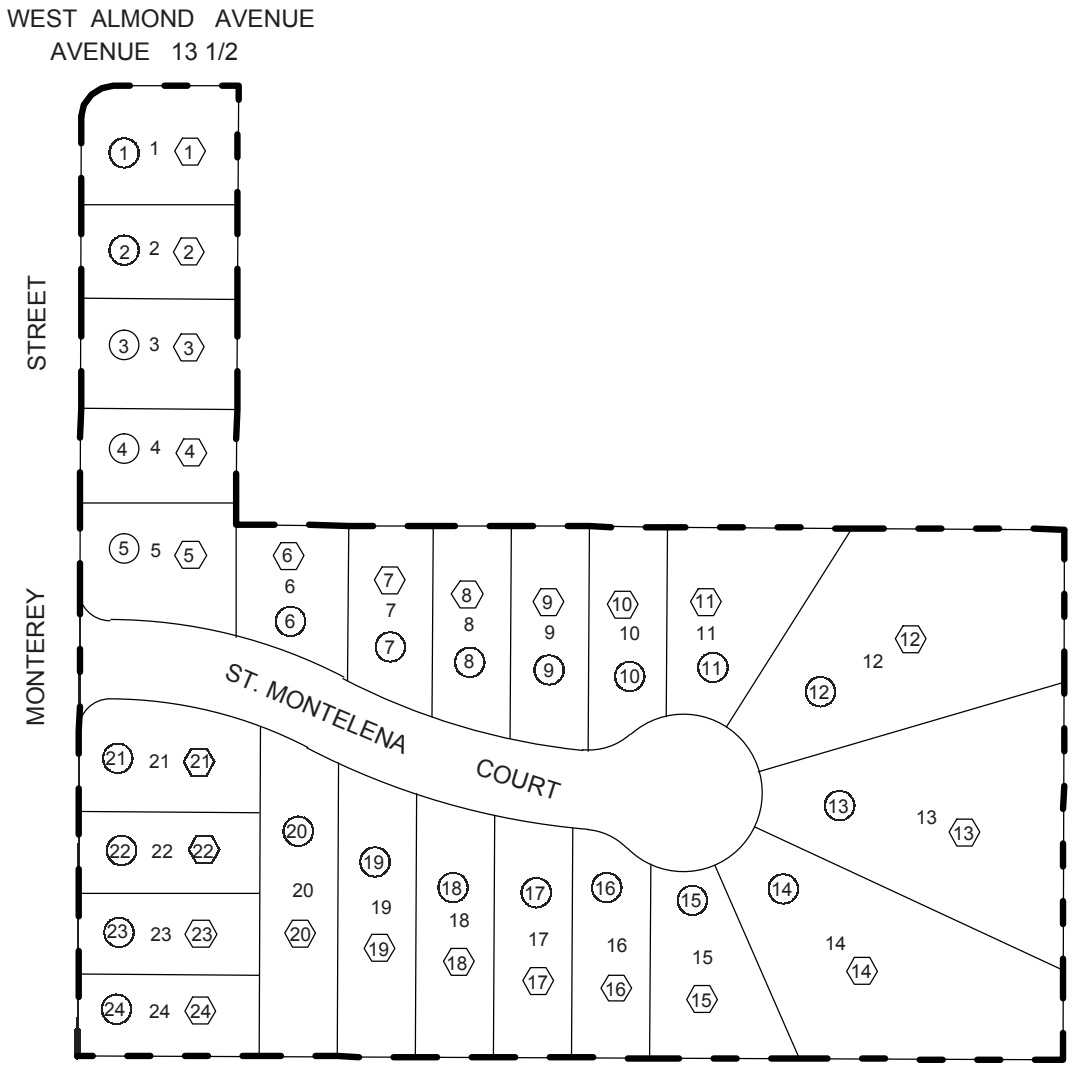
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29D

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CHATEAU AT THE VINEYARDS PHASE IV

REV. JULY 2010



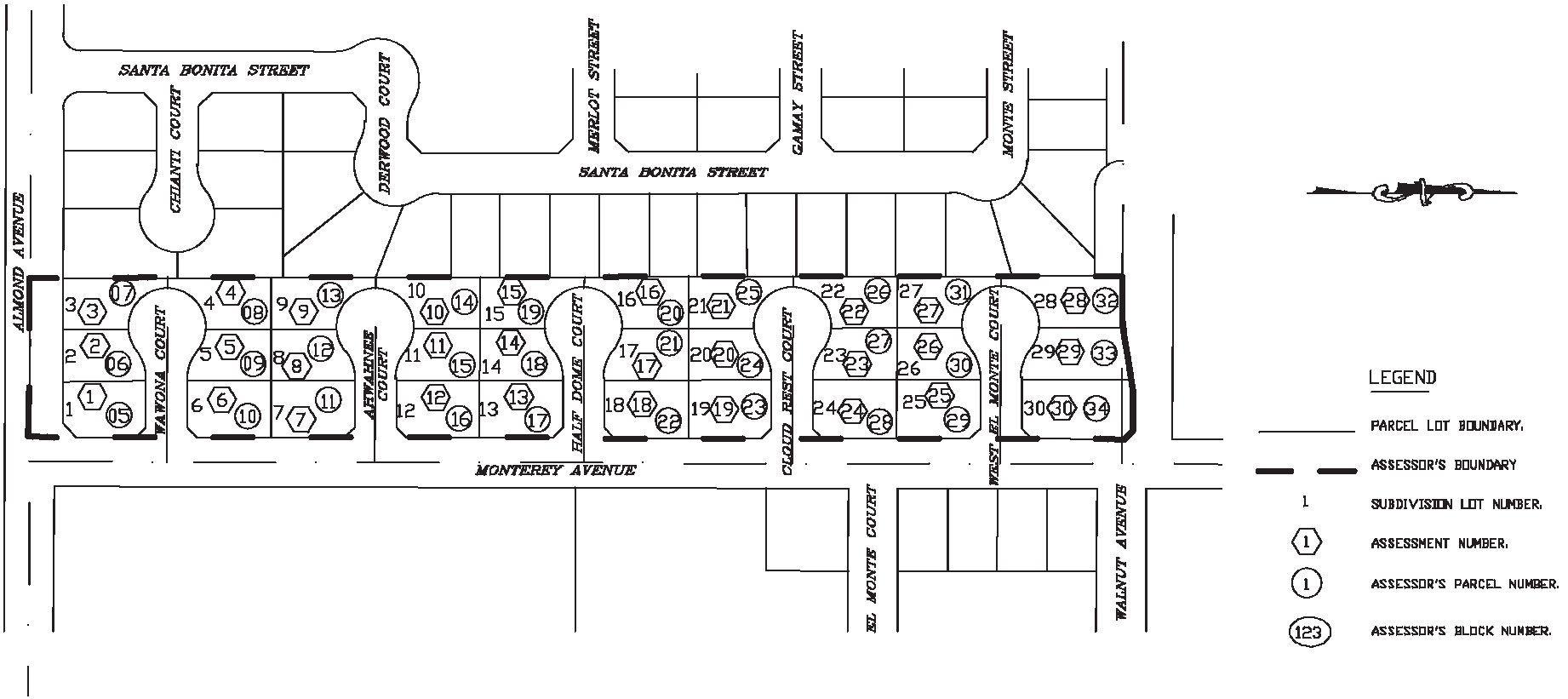
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS EAST
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 30
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
YOSEMITE ESTATES SUBDIVISION
REV. JULY 2010

LEGEND

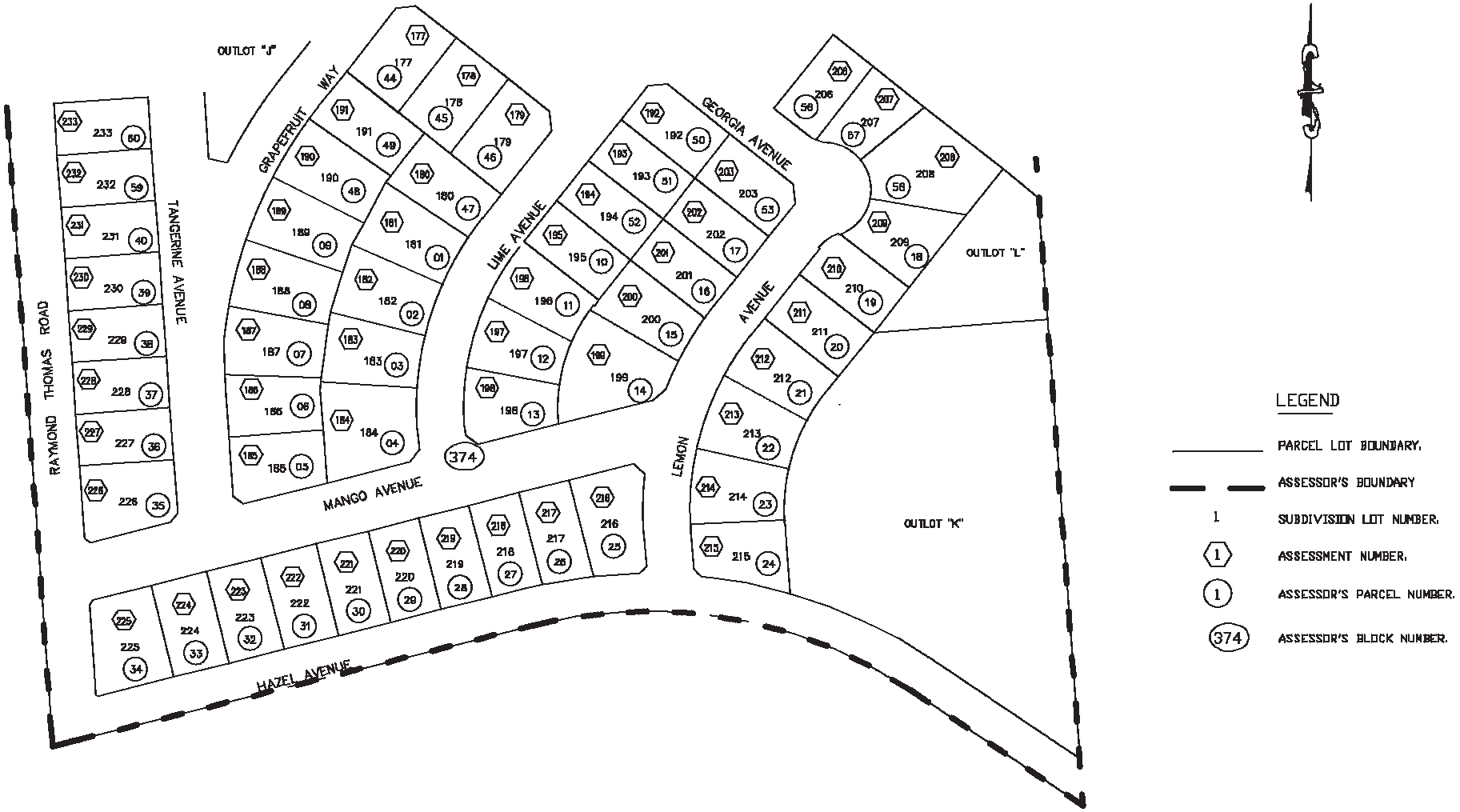
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 31A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
THE HIGHLANDS AT RANCHO VALENCIA PHASE I
REV. JULY 2010

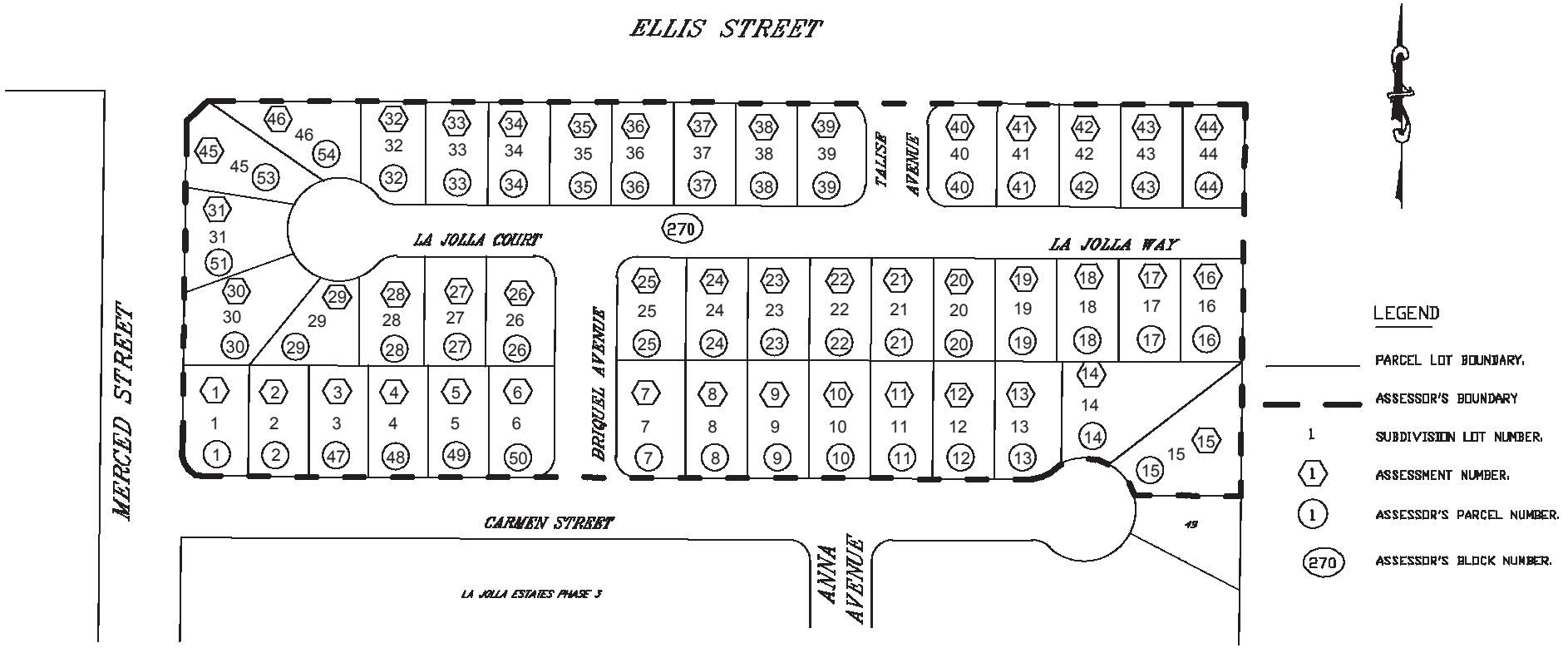
SEE PAGE 3



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 31B (PAGE 4 of 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

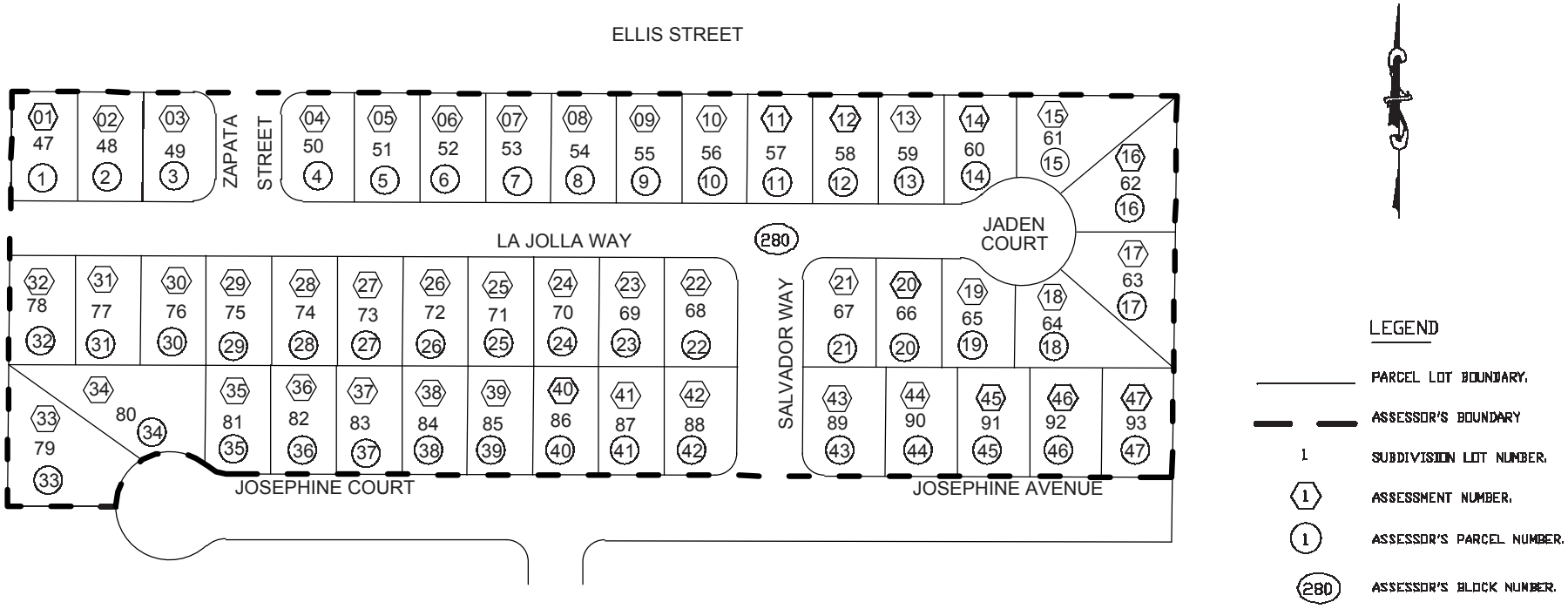
CITY OF MADERA
HIGHLANDS AT RANCHO VALENCIA PHASE II
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 32 A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

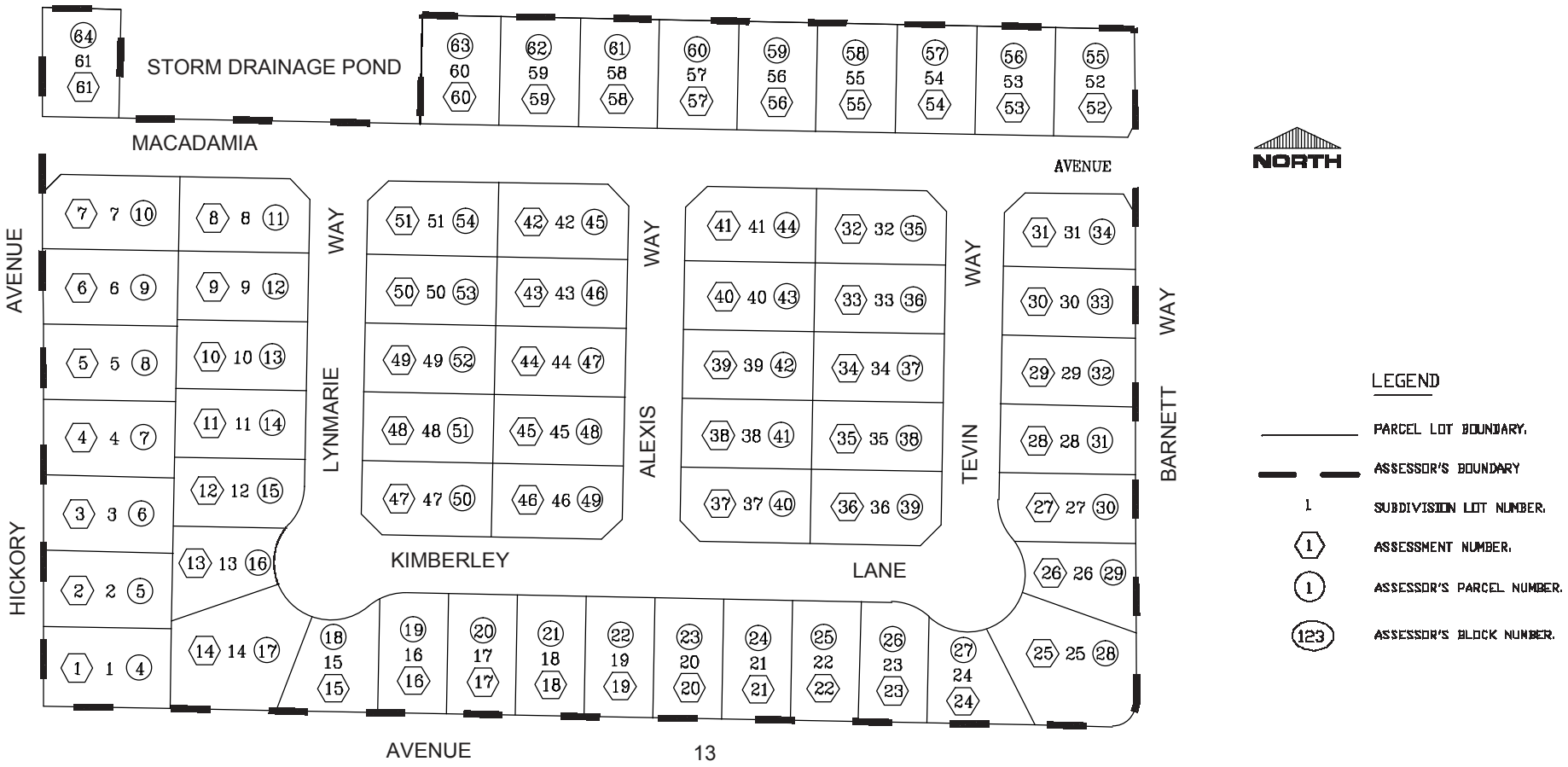
CITY OF MADERA
LA JOLLA ESTATES NORTH PHASE I
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 32B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

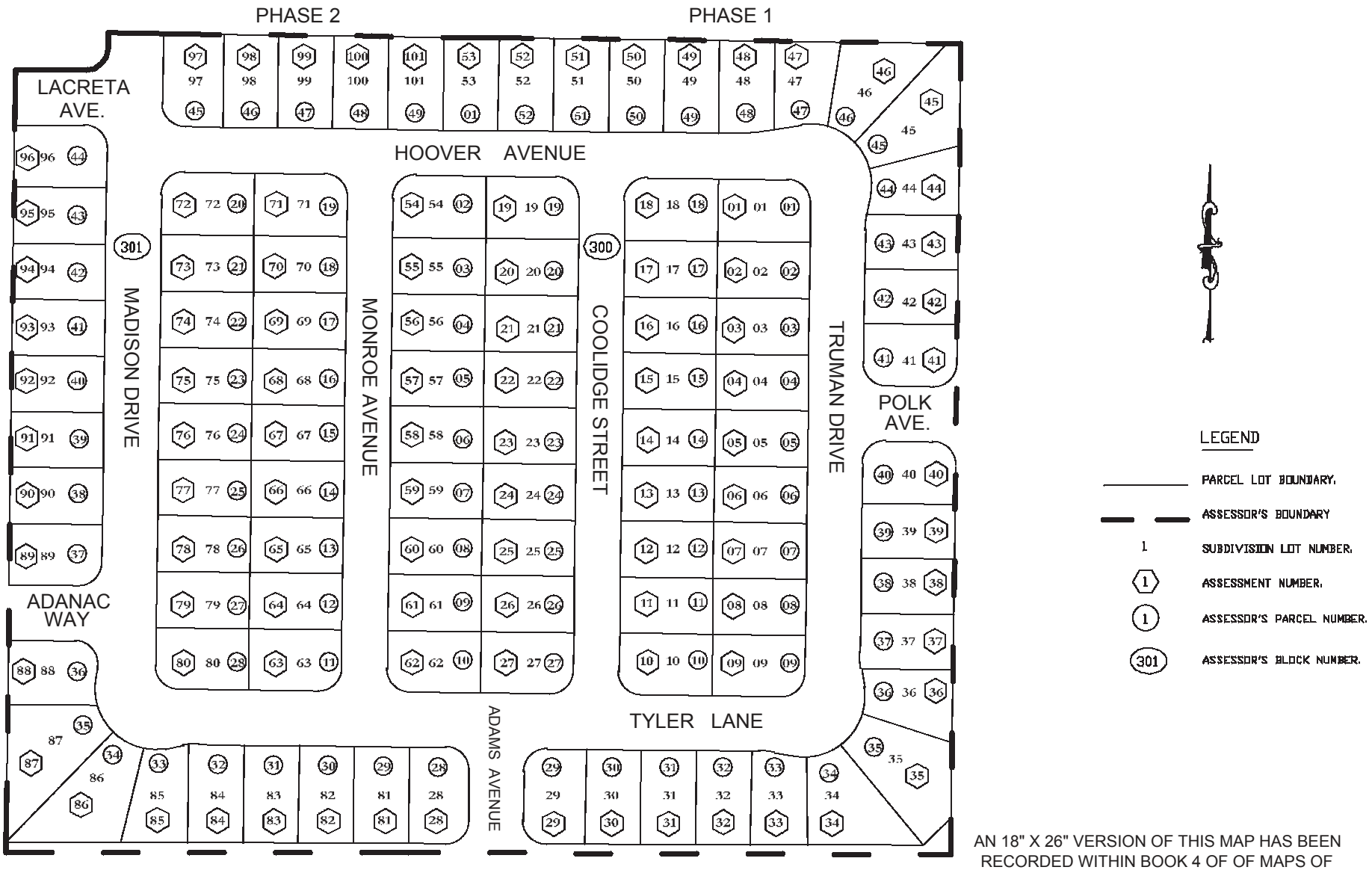
CITY OF MADERA
LA JOLLA ESTATES NORTH PHASE II
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 33
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SOUTH STAR ESTATES
REV. JULY 2010



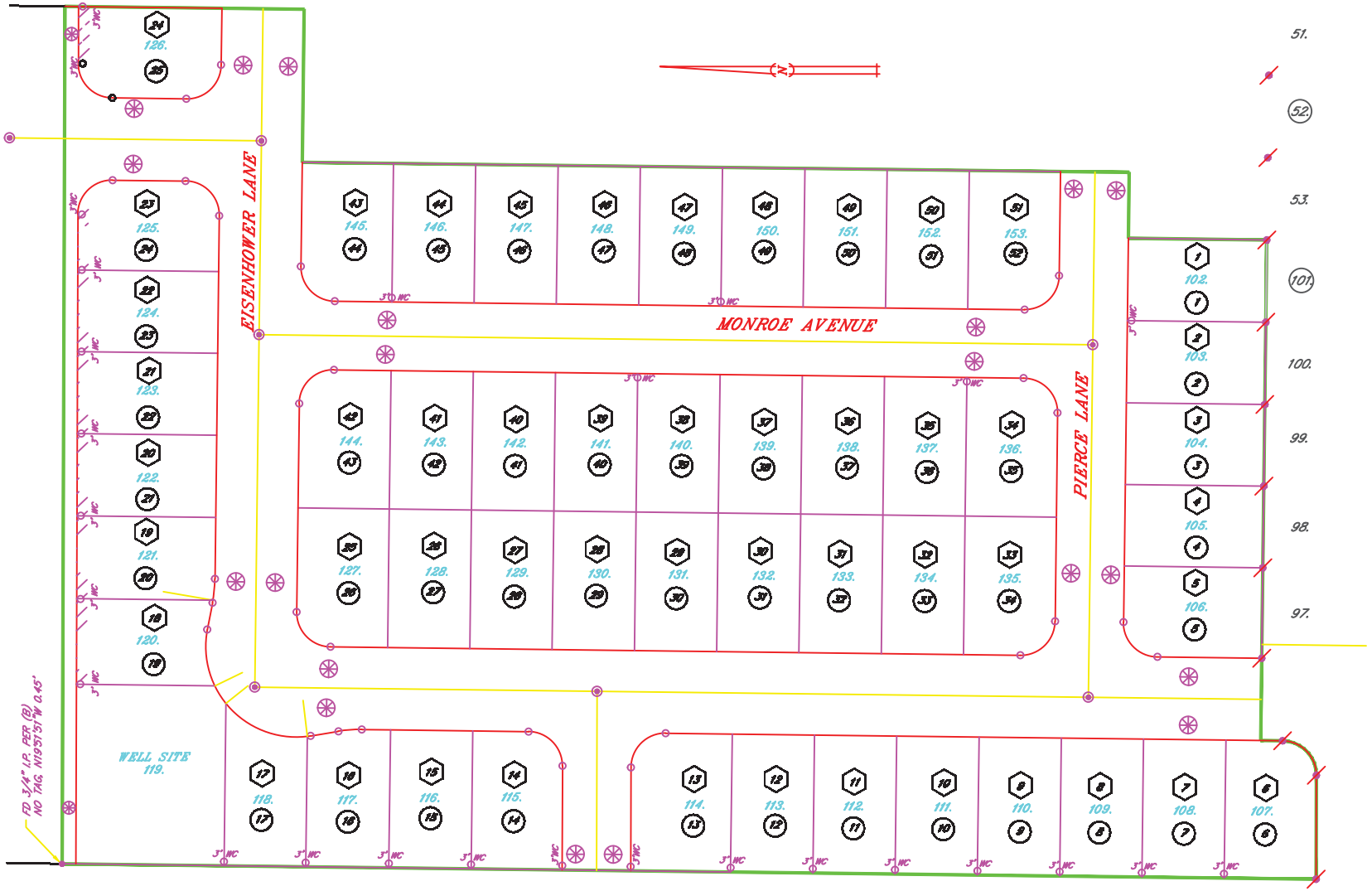
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (301) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
KENNEDY ESTATES PHASE I & II
REV. JULY 2010



LEGEND

———	PARCEL LOT BOUNDARY
———	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(##)	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM

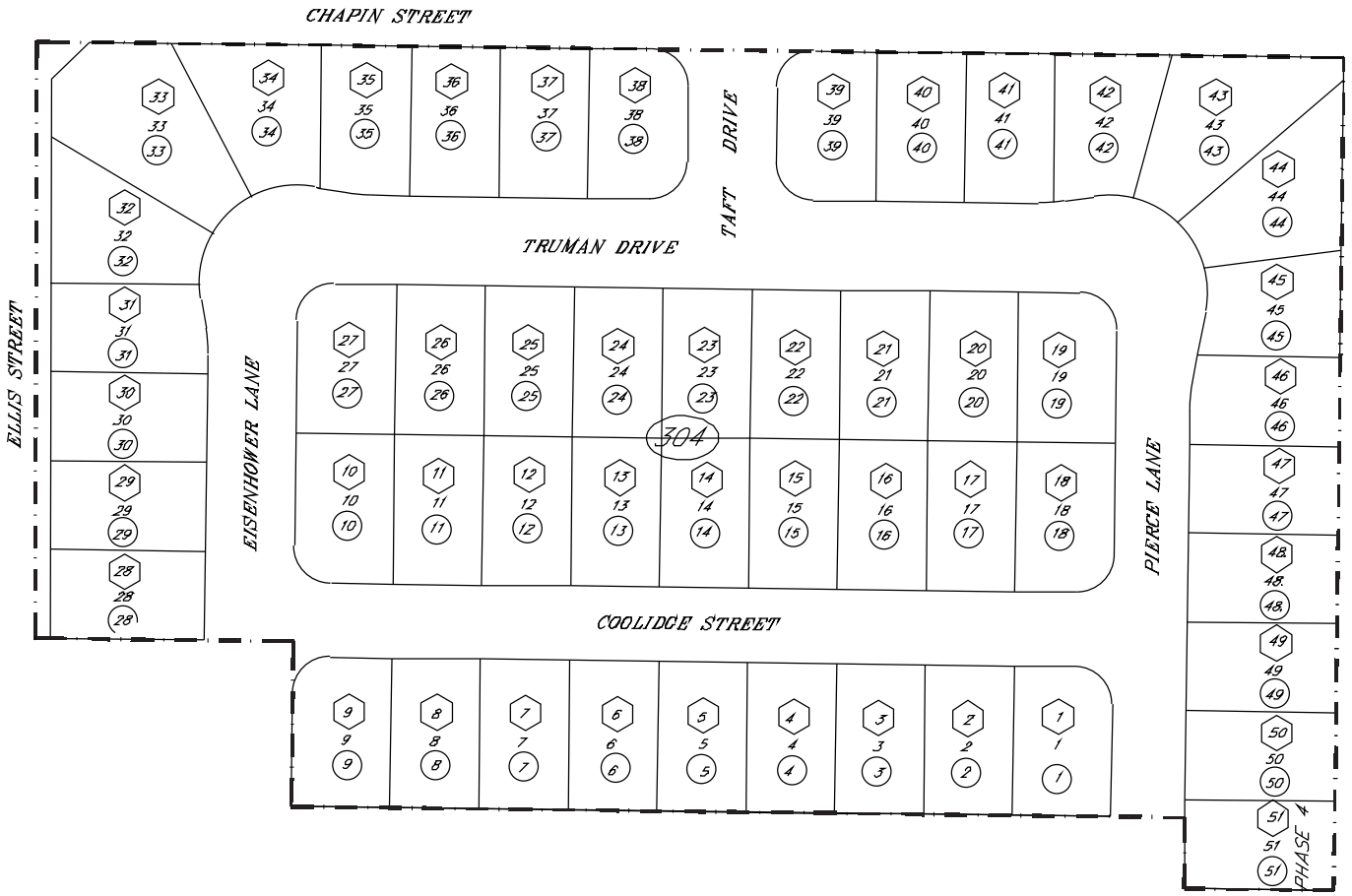
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34B

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

KENNEDY ESTATES PHASE 3

REV. JULY 2010



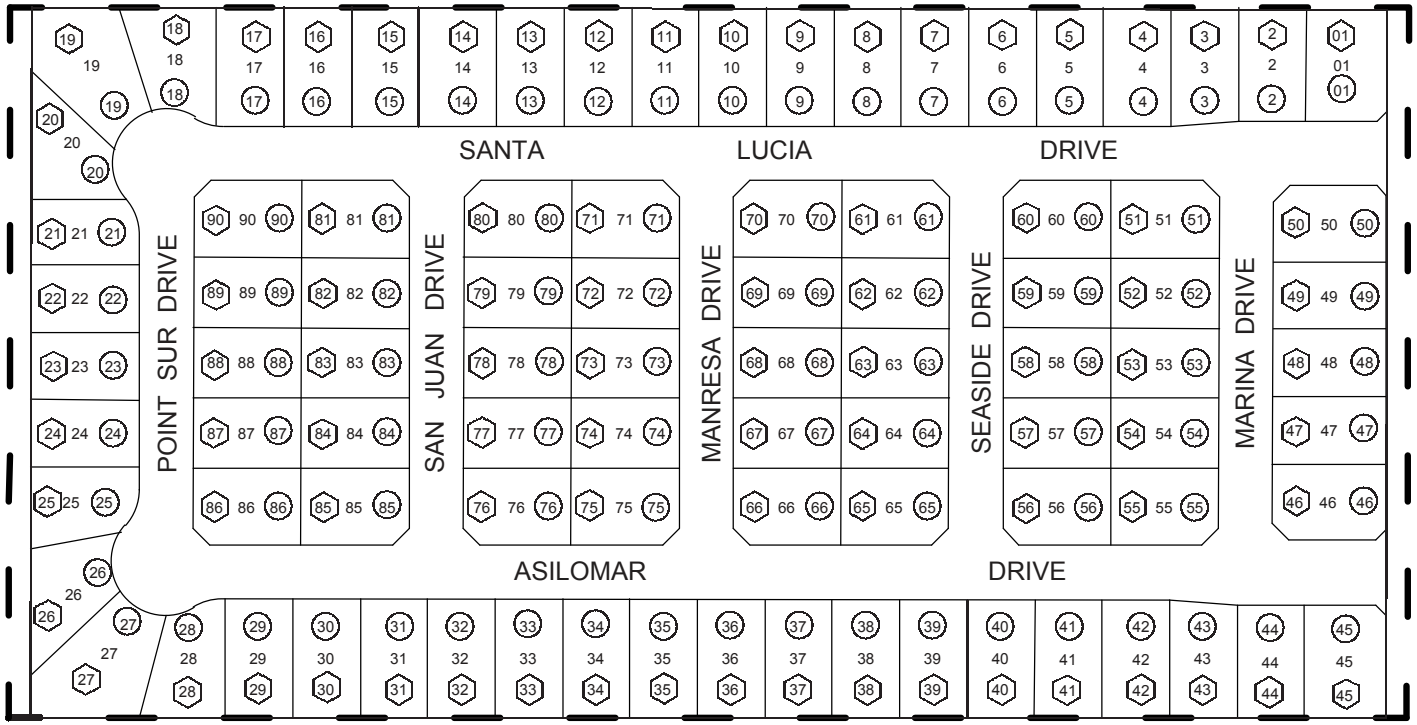
LEGEND

— — — —	PARCEL LOT BOUNDARY
- - - - - -	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
1	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

SCALE: 1" = 100'
0 50 100 200

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
KENNEDY ESTATES
PHASE 4
REV. JULY 2010



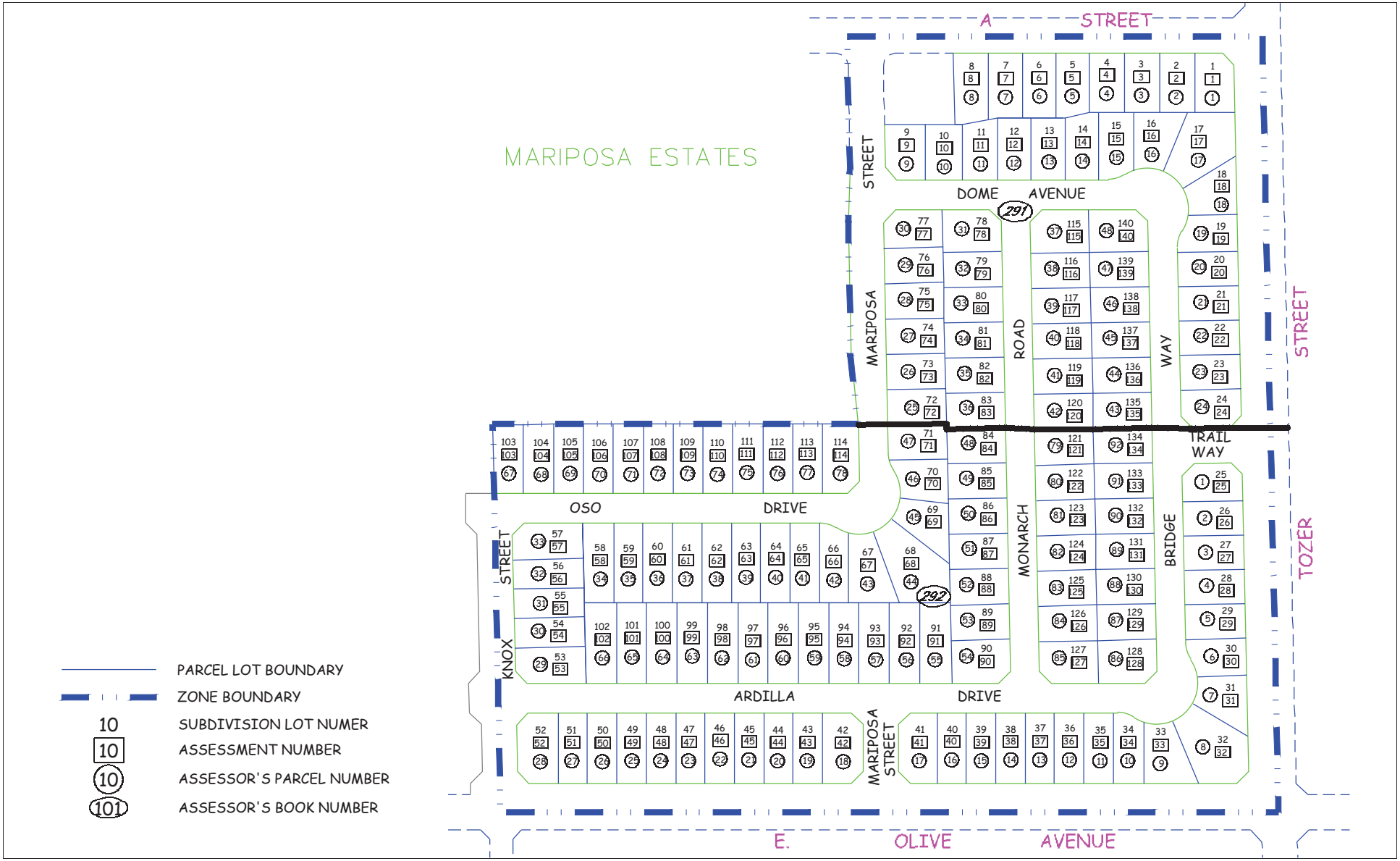
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (272) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 35
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SANTA BARBARA ESTATES
REV. JULY 2010

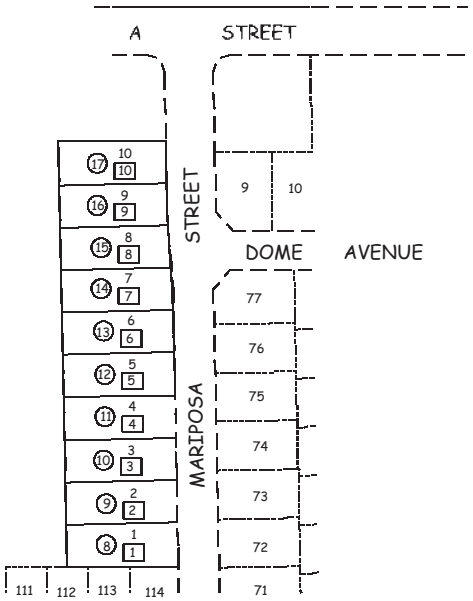


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 36A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT
MARIPOSA ESTATES

REV. JULY 2010



PARCEL LOT BOUNDARY

ZONE BOUNDARY

10 SUBDIVISION LOT NUMER

10 ASSESSMENT NUMBER

10 ASSESSOR'S PARCEL NUMBER

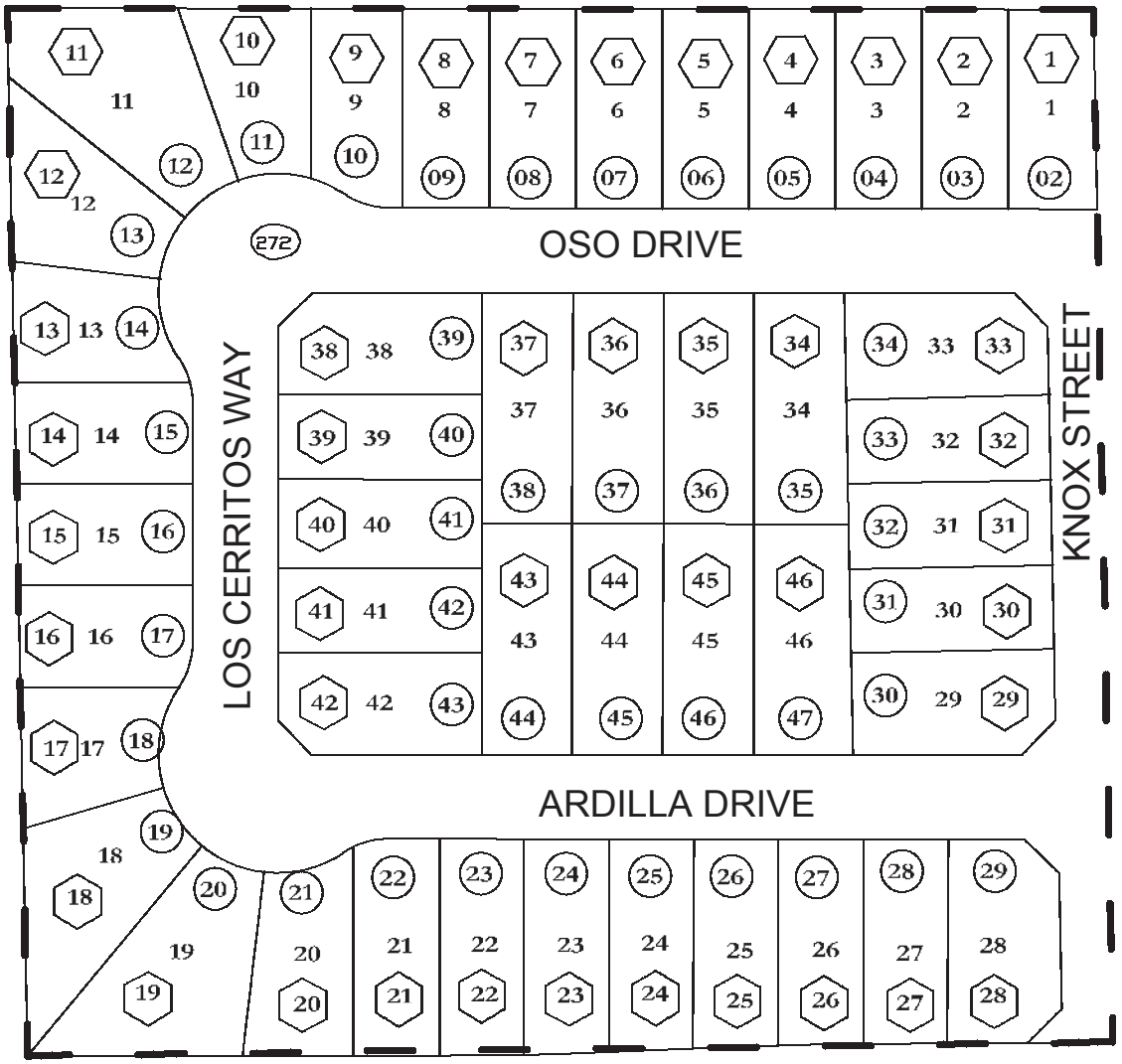
101 ASSESSOR'S BOOK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 36B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT
MARIPOSA ESTATES PHASE II

REV. JULY 2010



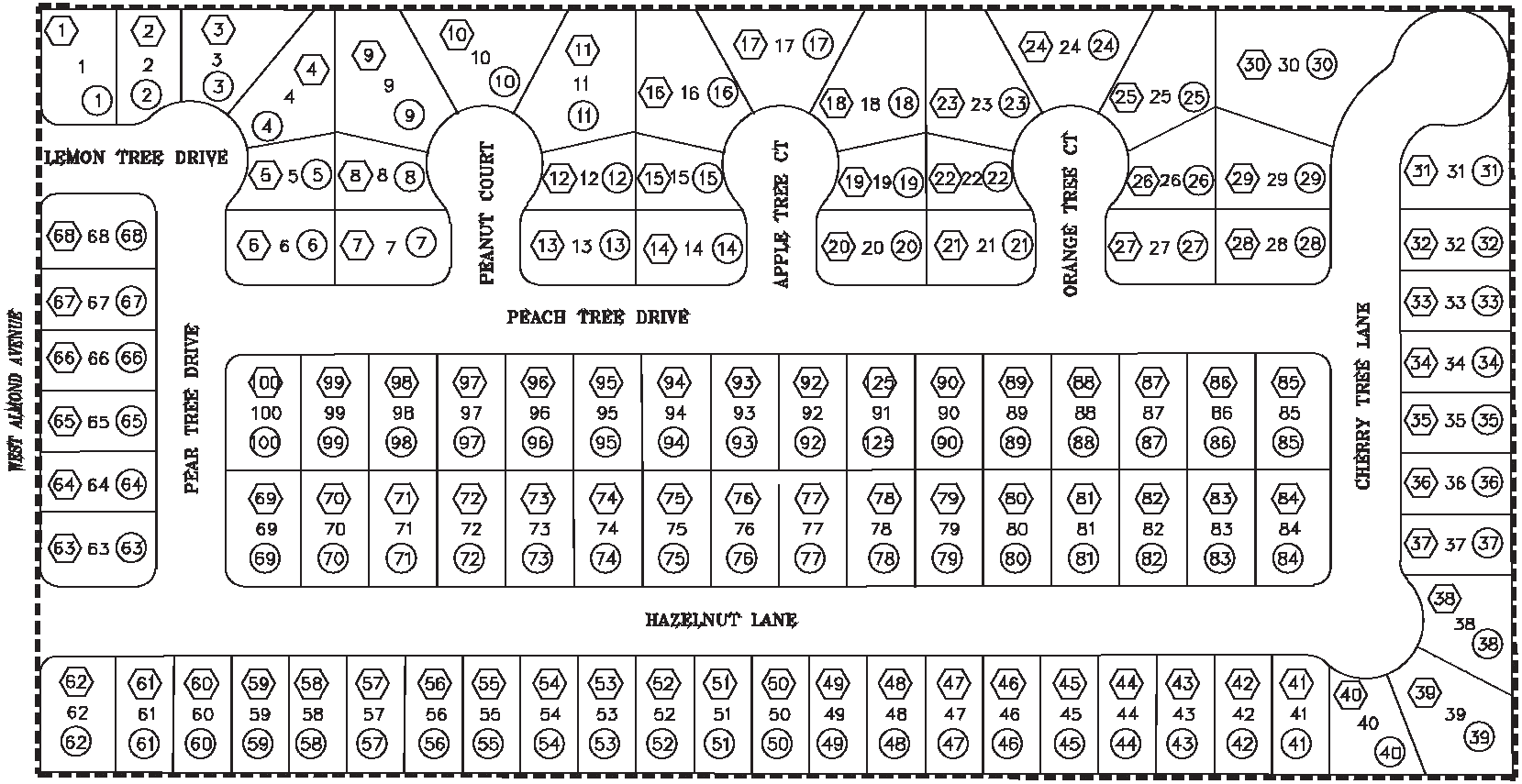
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (272) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 36C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
OLIVE ESTATES
REV. JULY 2010



LEGEND

— — — —	PARCEL LOT BOUNDARY
- - - - - -	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

SCALE: 1" = 100'

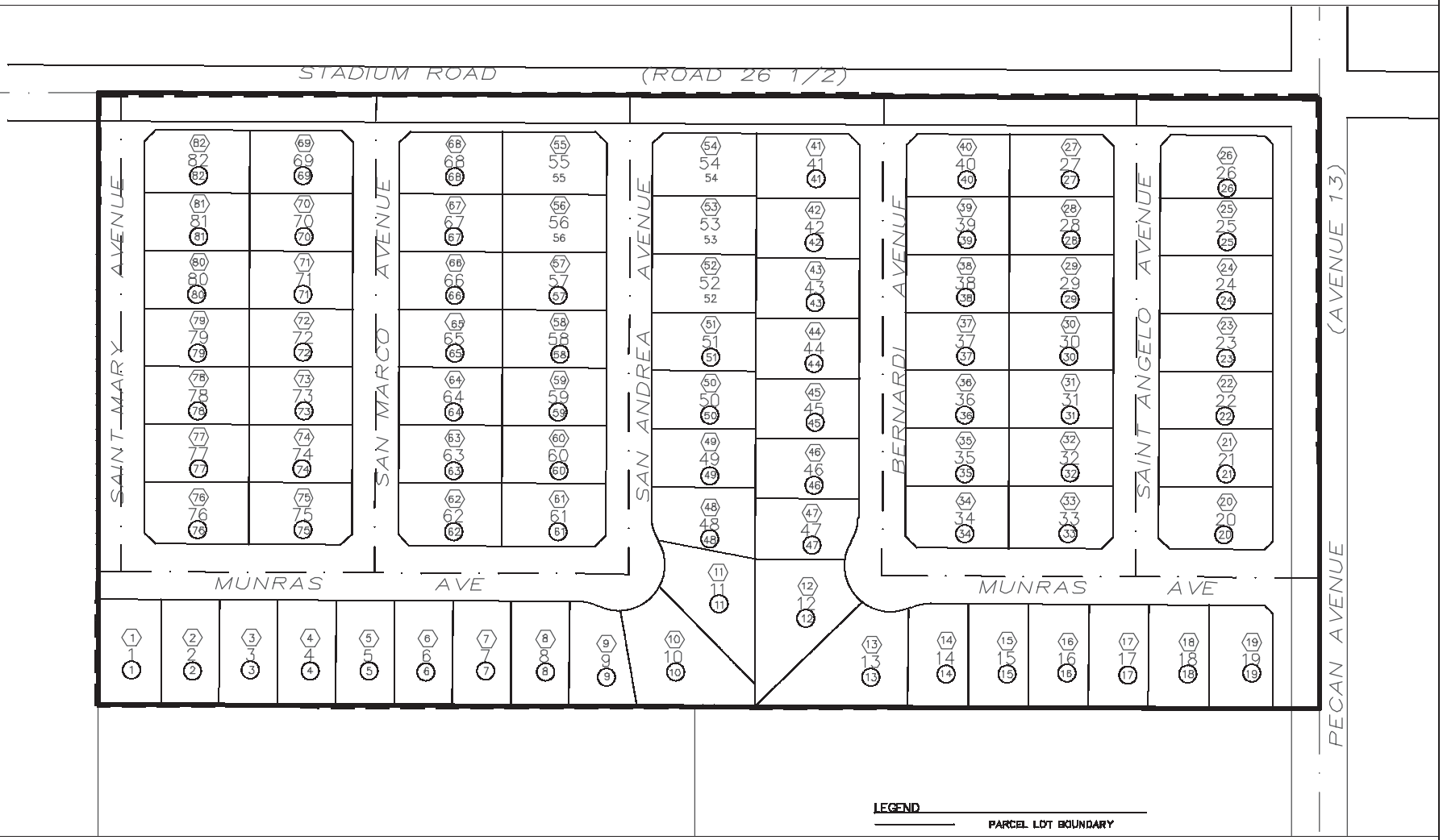
0 50 100 200

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 37
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

ALMOND TREE ESTATES

REV. JULY 2010



LEGEND

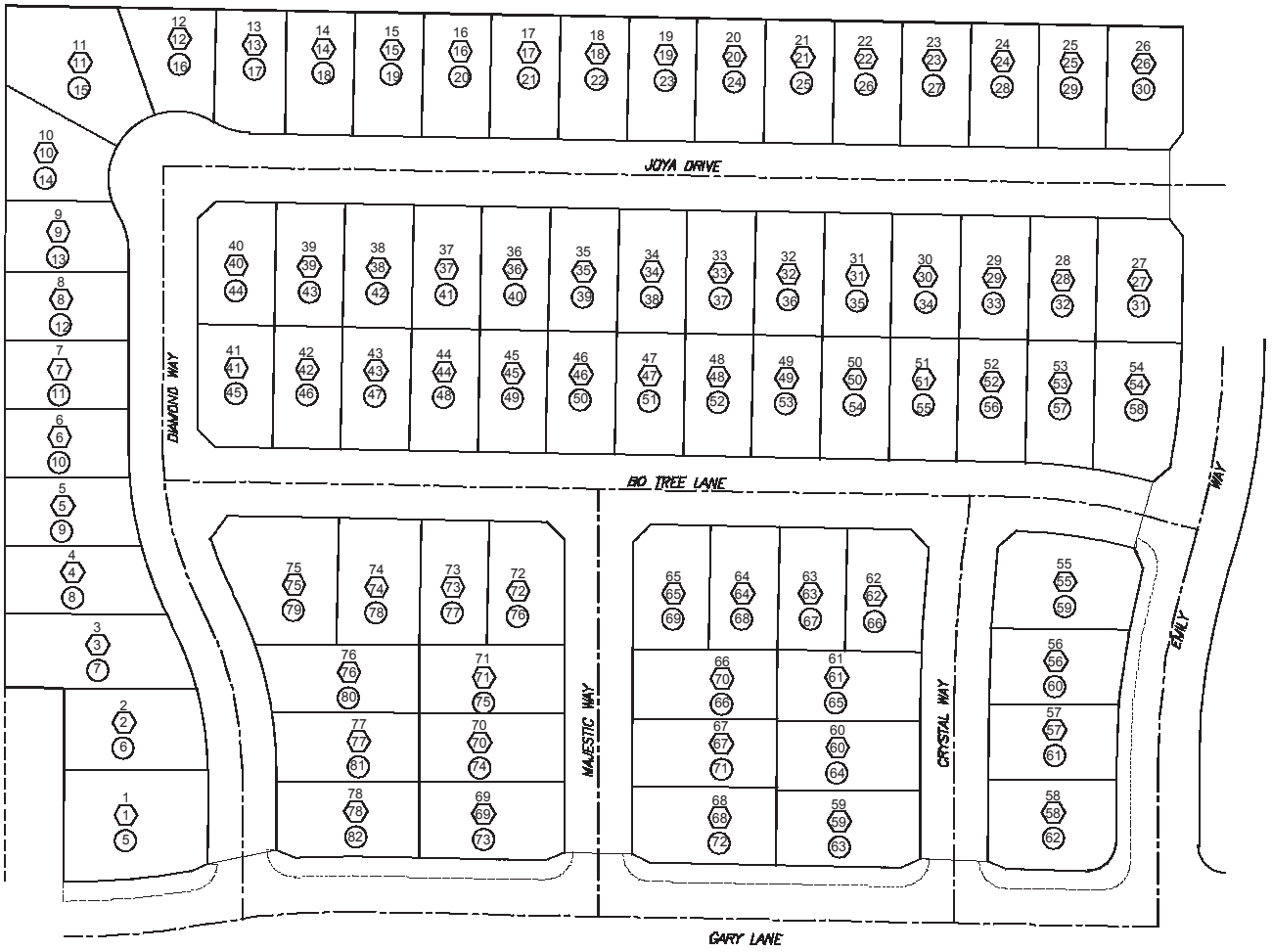
———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

N

SCALE: NTS

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 39
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CARMEL HOMES
PHASE III
REV. JULY 2010



LEGEND

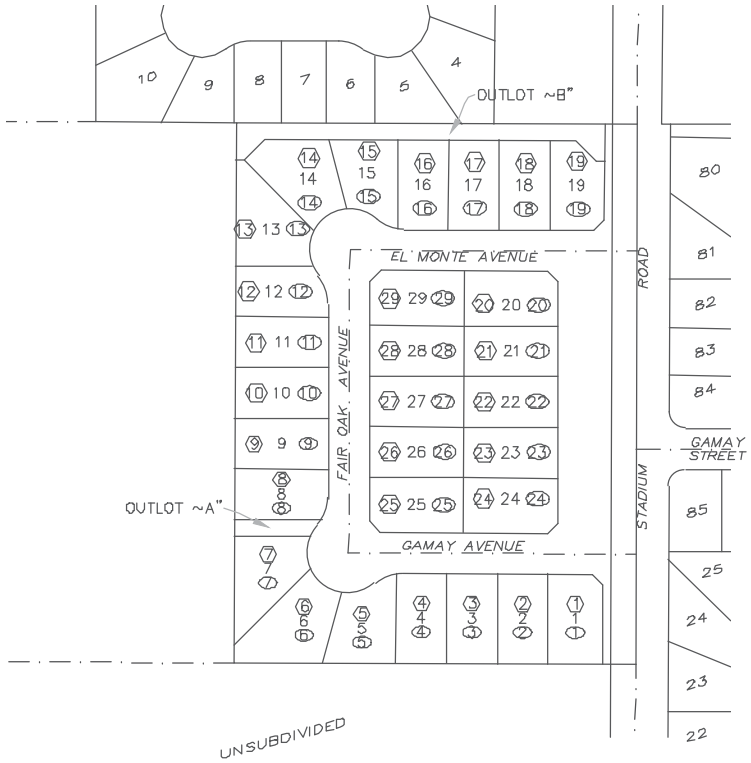
- PARCEL LOT BOUNDARY
- ZONE BOUNDARY
- 1 SUBDIVISION LOT NUMBER
- (1) ASSESSMENT NUMBER
- 1 ASSESSOR'S PARCEL NUMBER
- <1 ASSESSOR'S BLOCK NUMBER

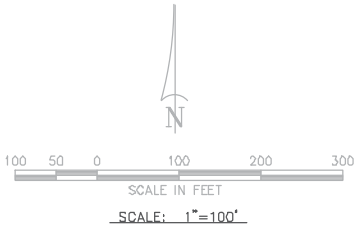
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 40
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

TIERRA VISTA ESTATES

REV. JULY 2010





LEGEND

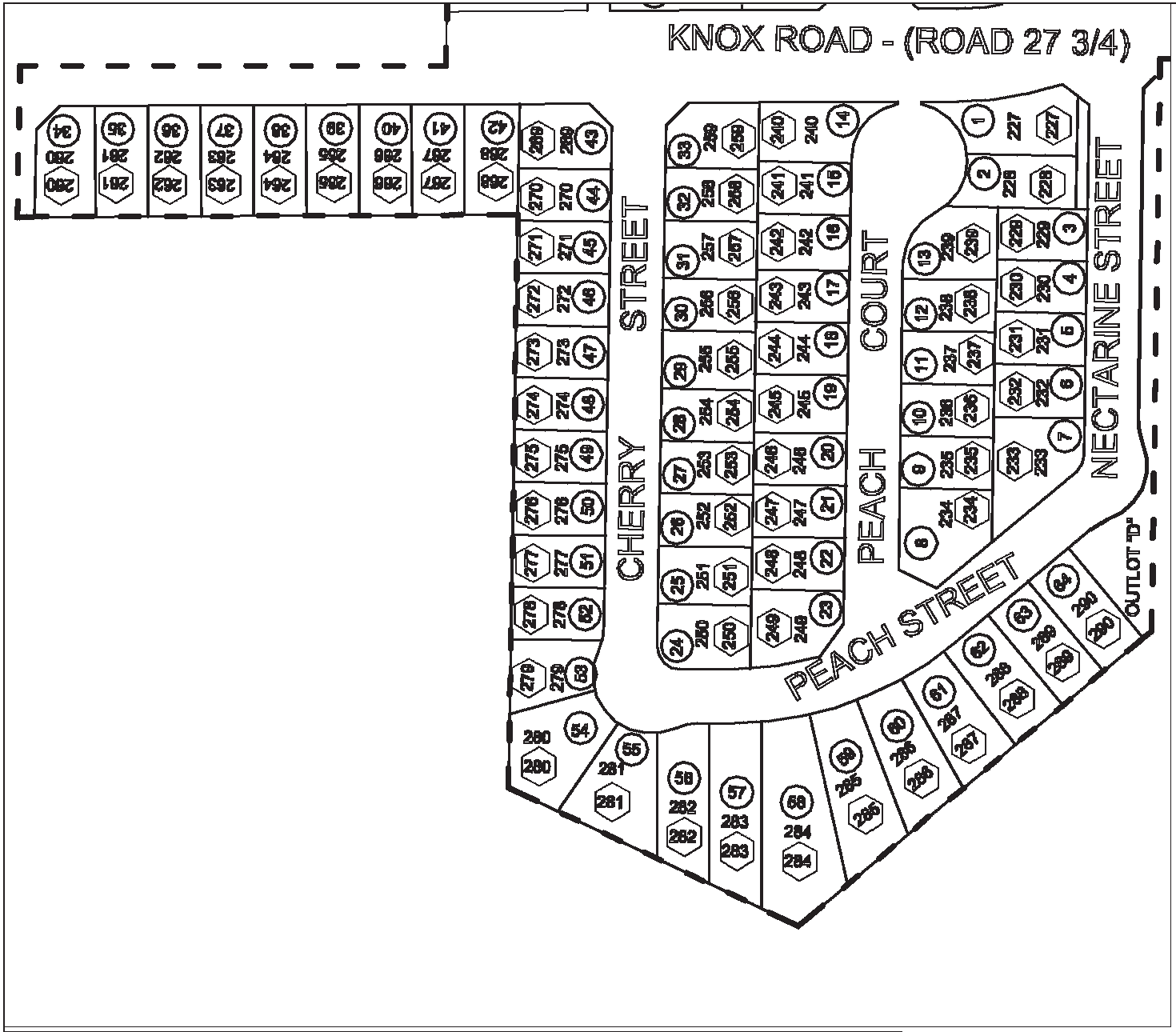
———	PARCEL LOT BOUNDARY.
———	ZONE BOUNDARY.
1	SUBDIVISION LOT NUMBER.
⟨1⟩	ASSESSMENT NUMBER.
⟨1⟩	ASSESSOR'S PARCEL NUMBER.

POND PLACE ESTATES

ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 41

CITY OF MADERA
POND PLACE ESTATES
REV. JULY 2010

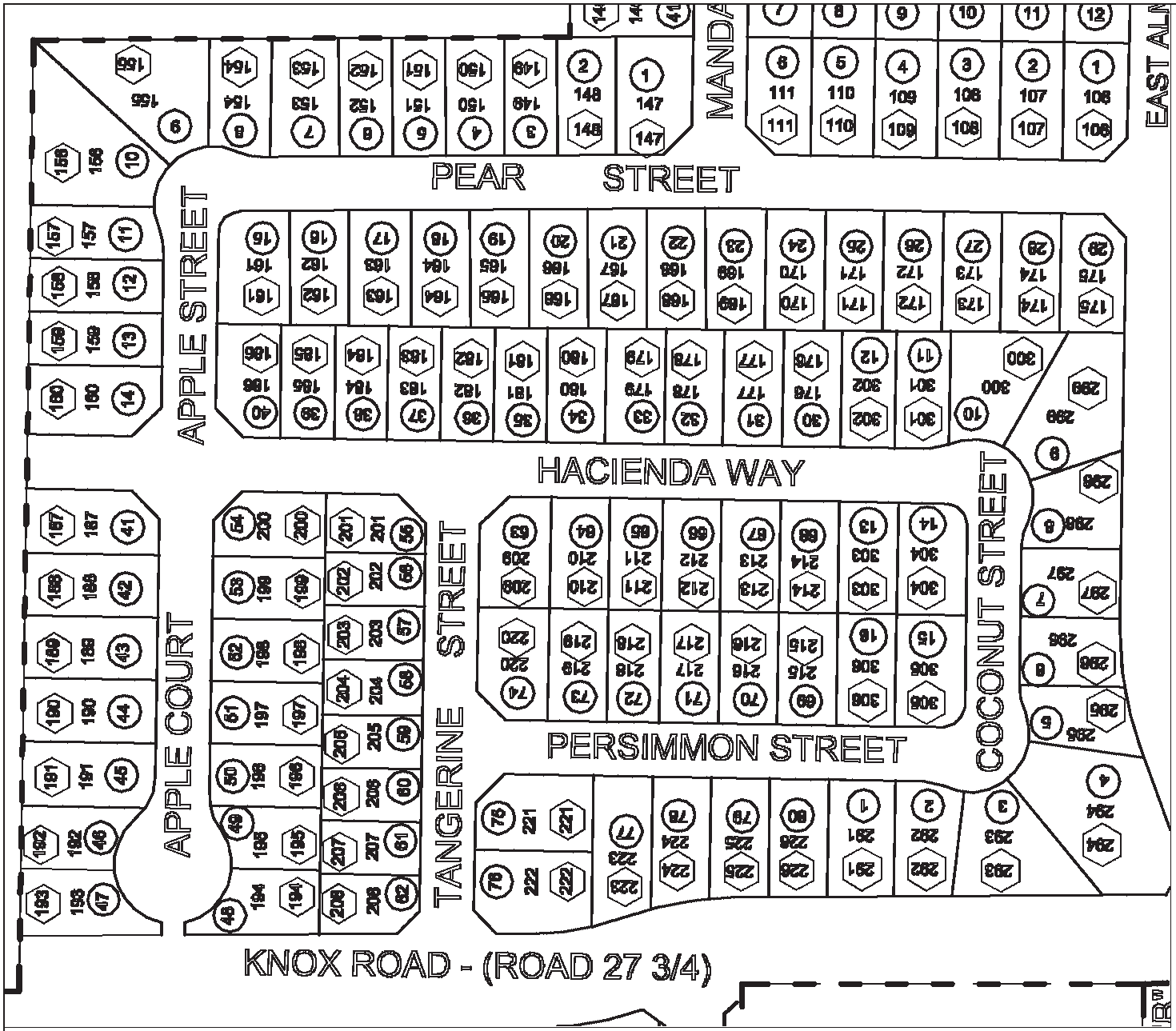


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 1 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010

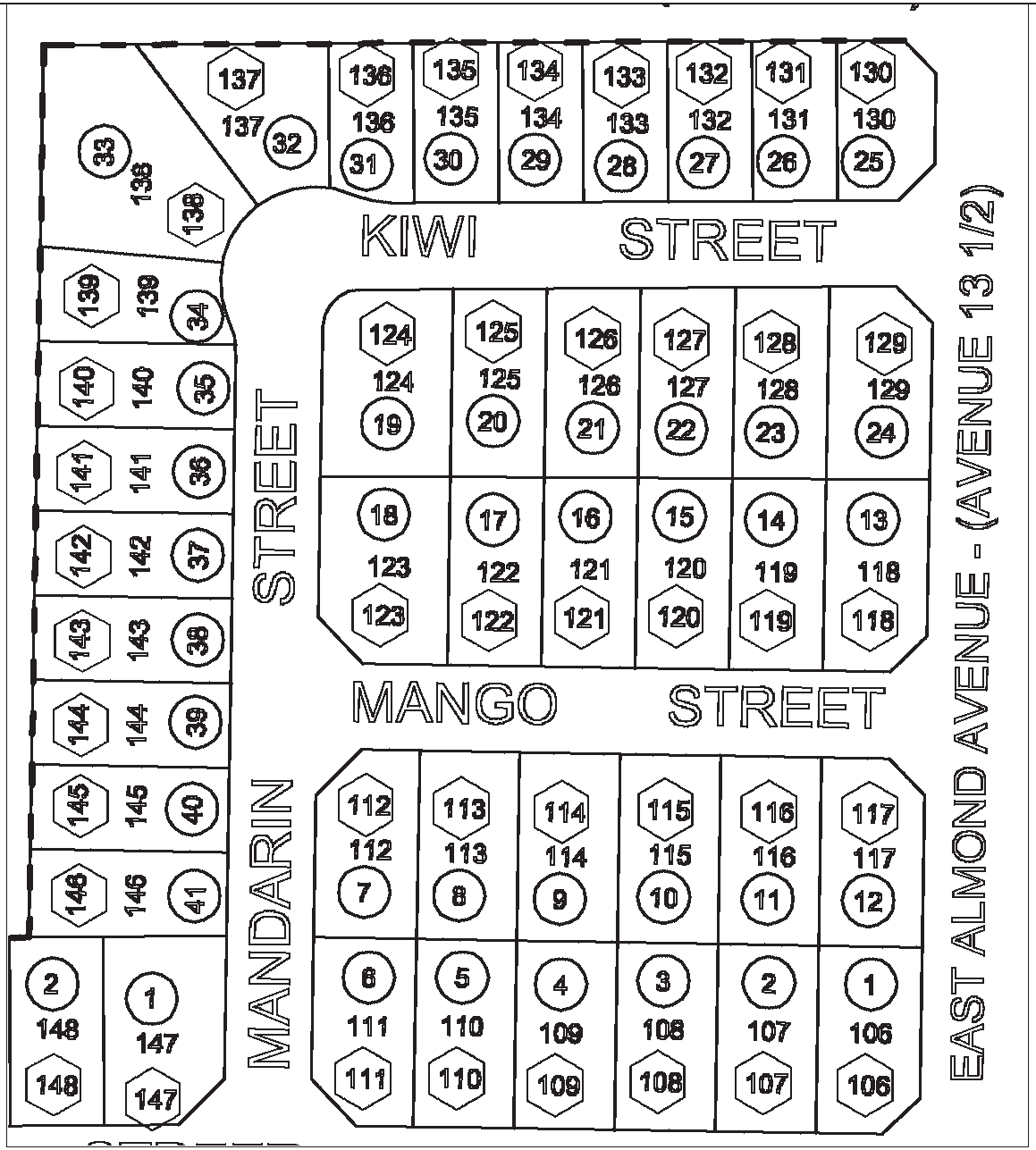


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 2 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010

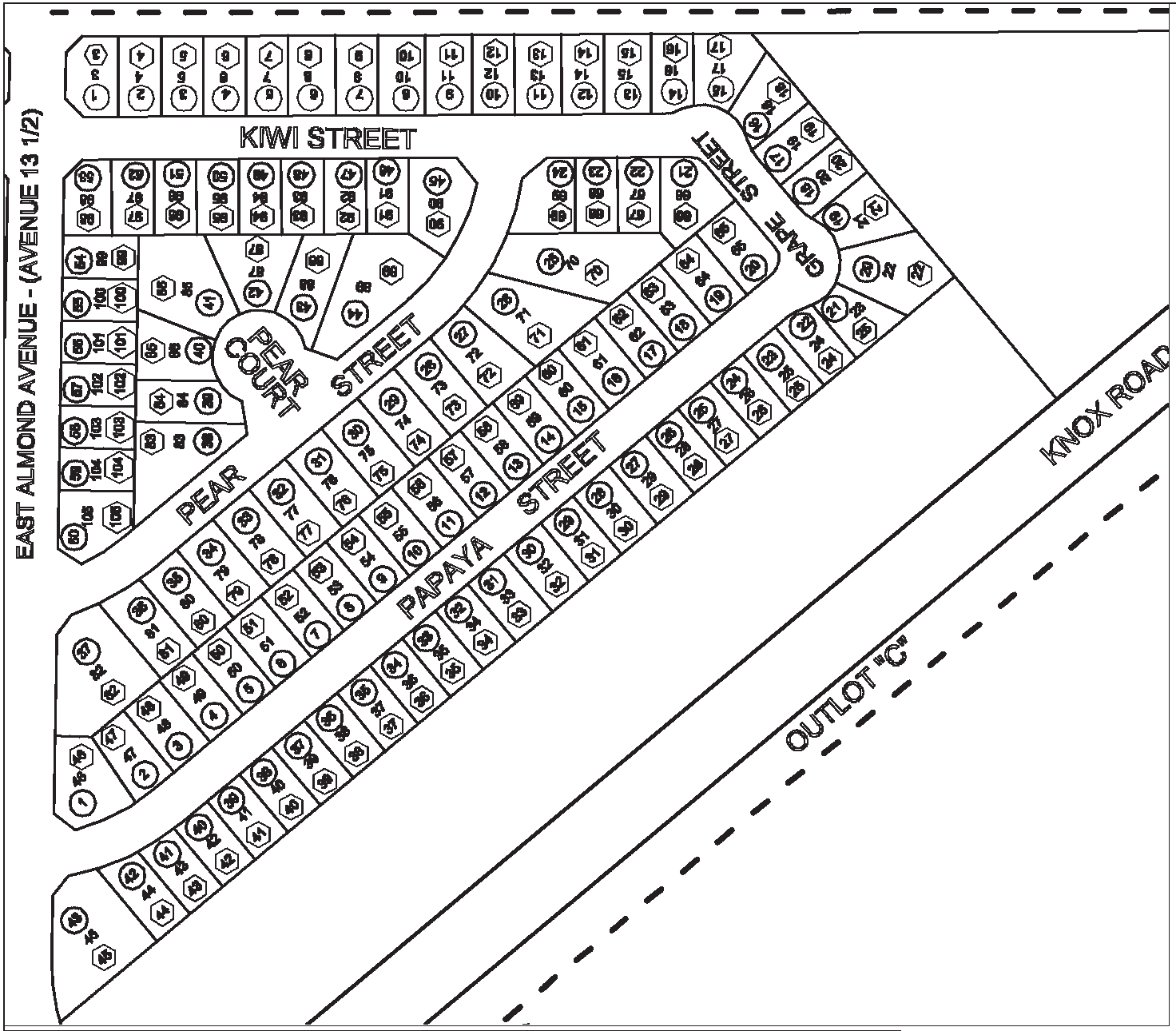


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 3 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010

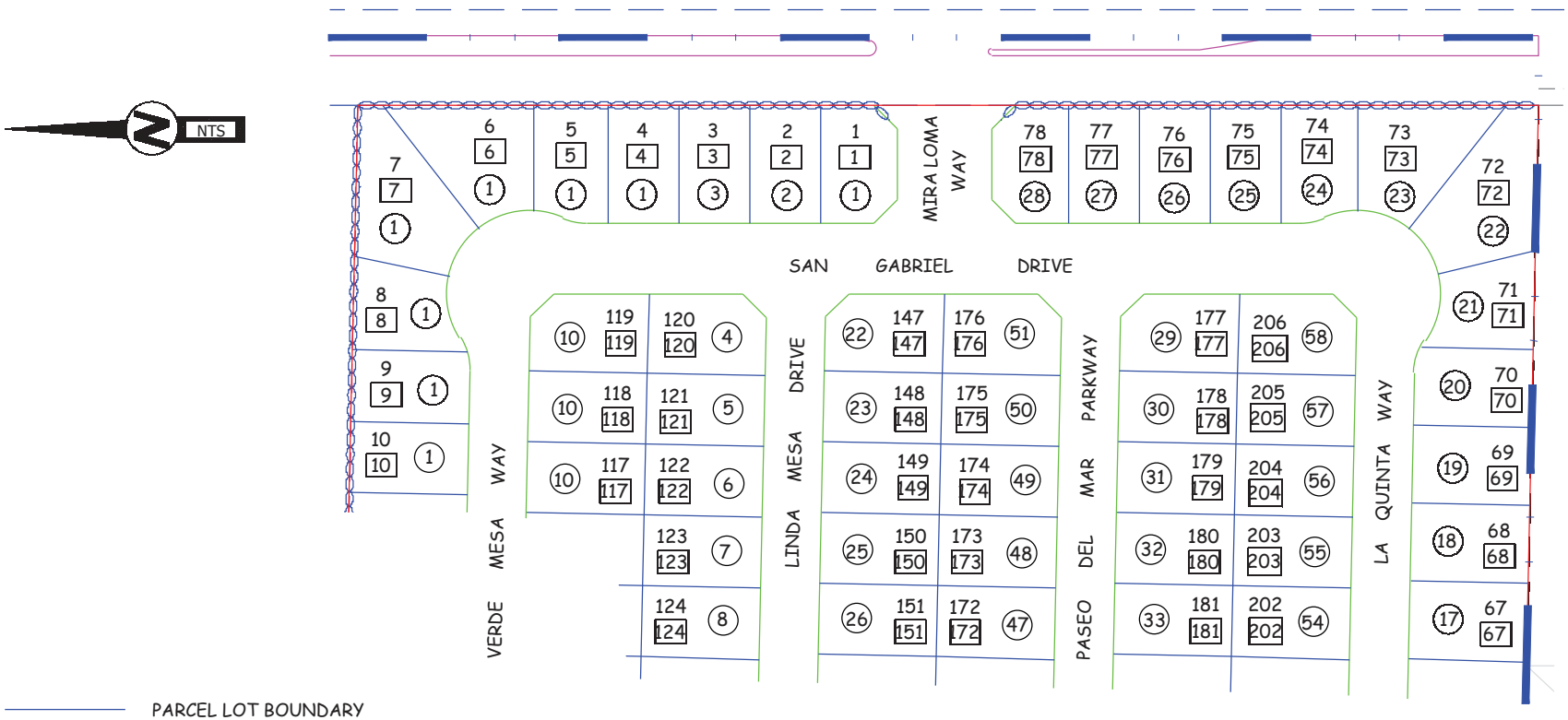


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 4 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010



PARCEL LOT BOUNDARY

ZONE BOUNDARY

10 SUBDIVISION LOT NUMER

10 ASSESSMENT NUMBER

10 ASSESSOR'S PARCEL NUMBER

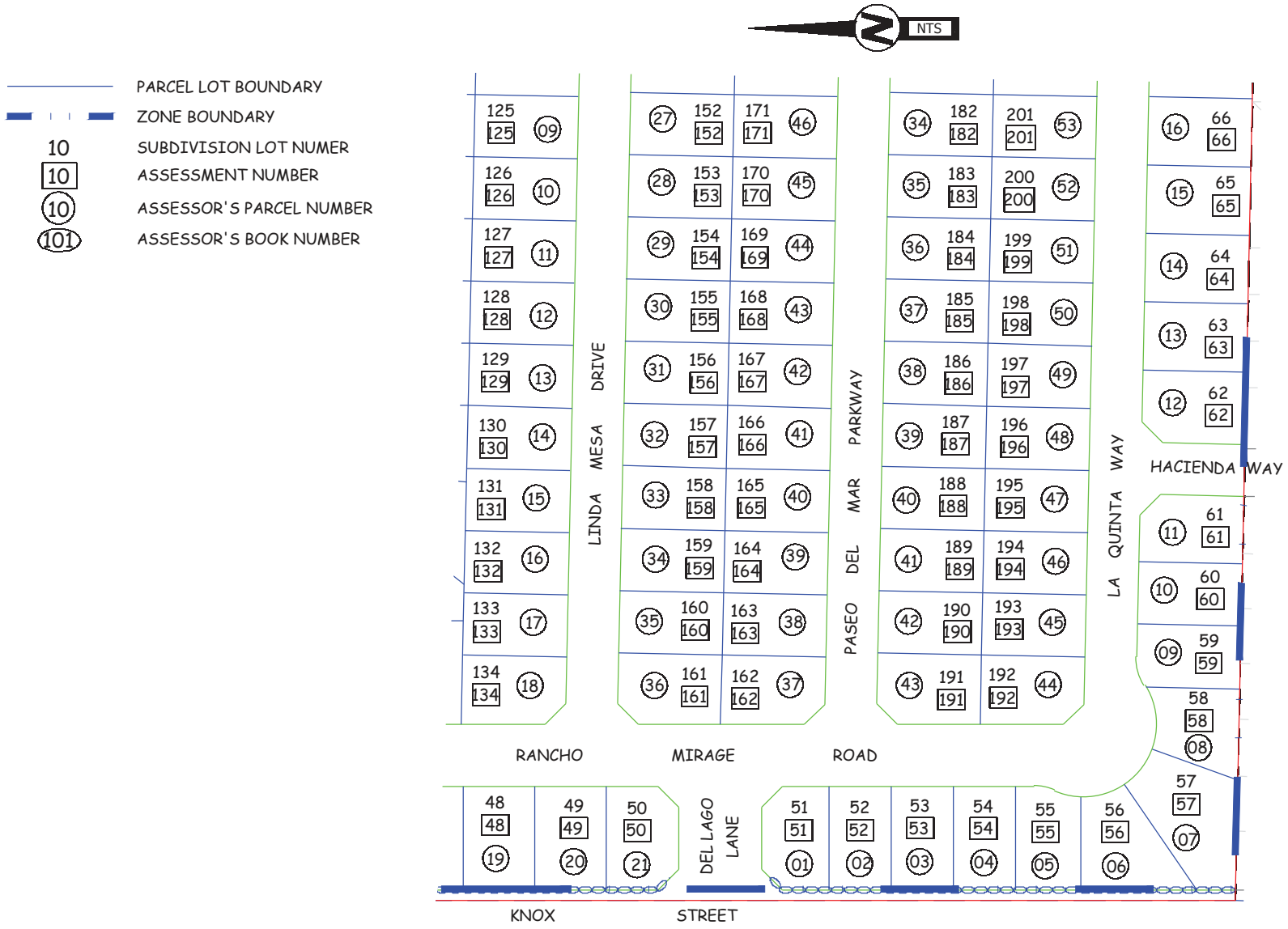
101 ASSESSOR'S BOOK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 1 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT 43C
EL CORONADO ESTATES

REV. JULY 2010

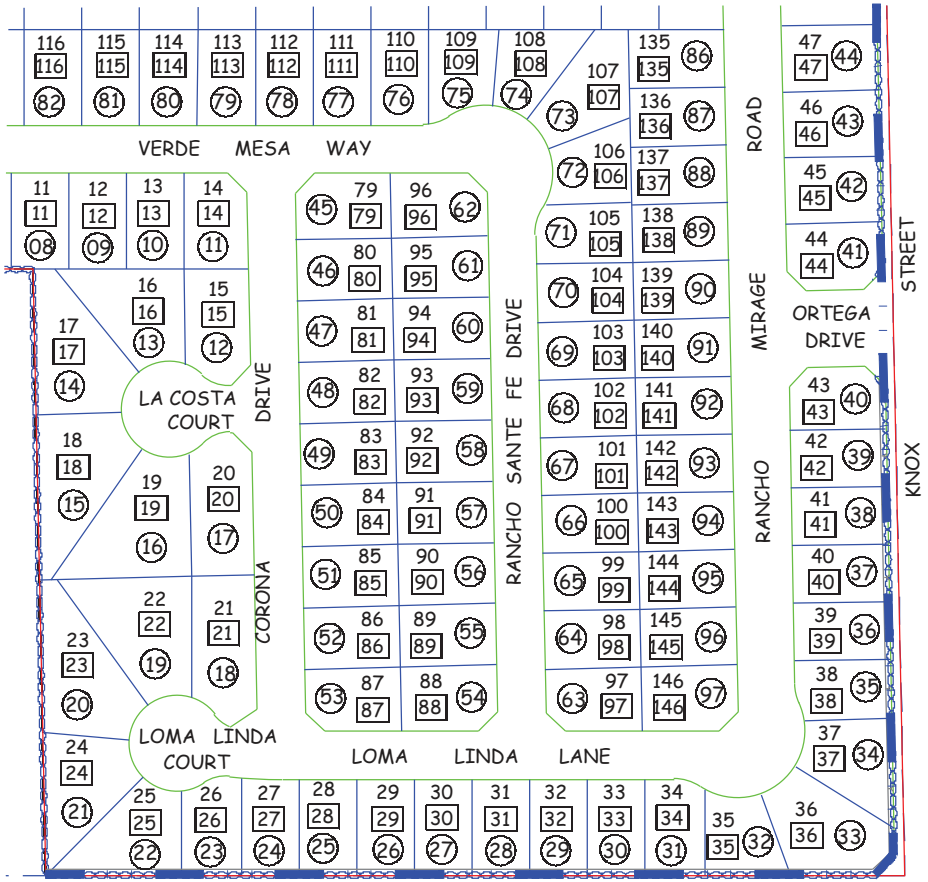


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 2 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT 43C
EL CORONADO ESTATE

REV. JULY 2010



PARCEL LOT BOUNDARY

ZONE BOUNDARY

10 SUBDIVISION LOT NUMER

10 ASSESSMENT NUMBER

10 ASSESSOR'S PARCEL NUMBER

101 ASSESSOR'S BOOK NUMBER

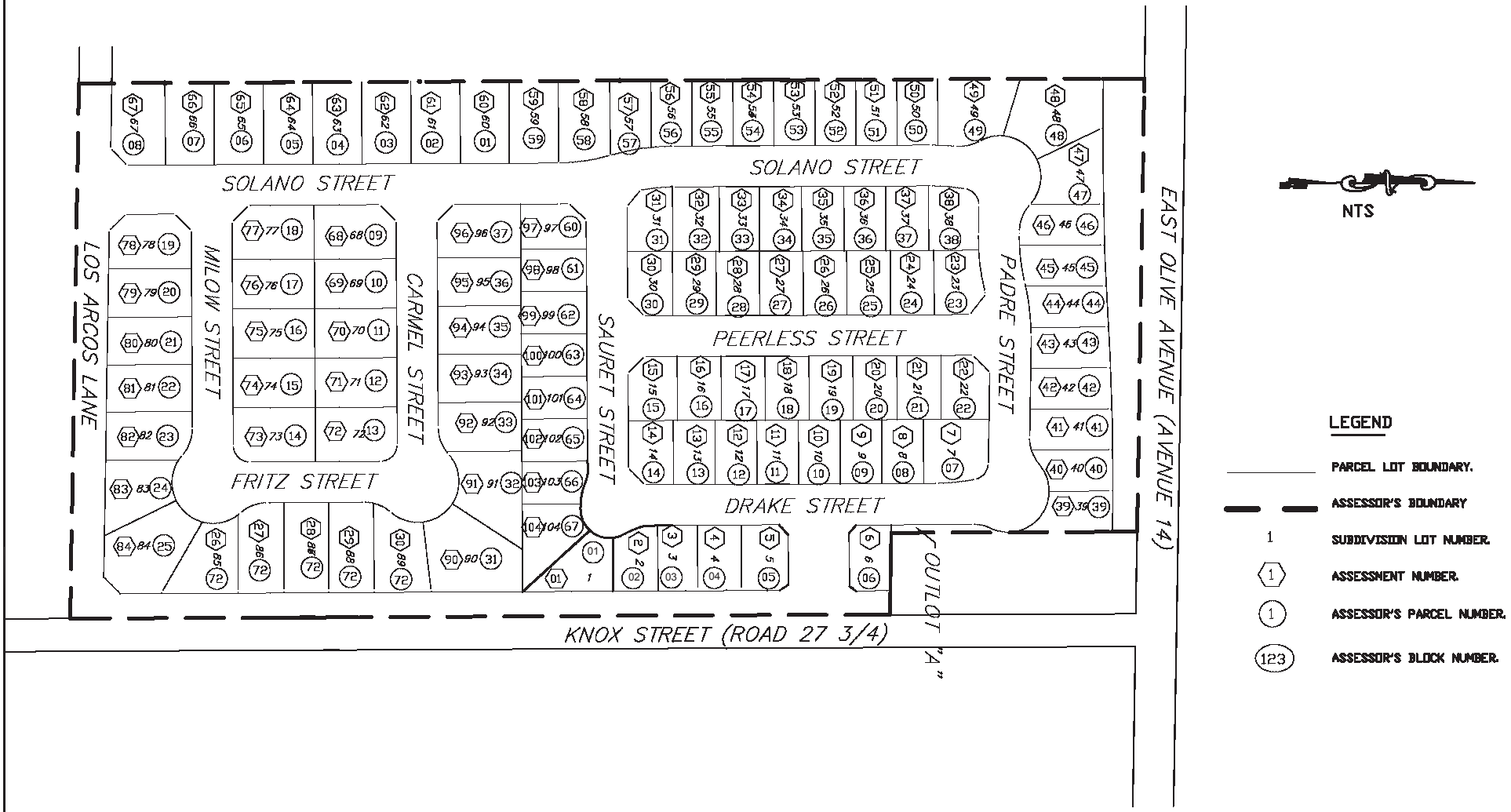
NTS

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 3 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

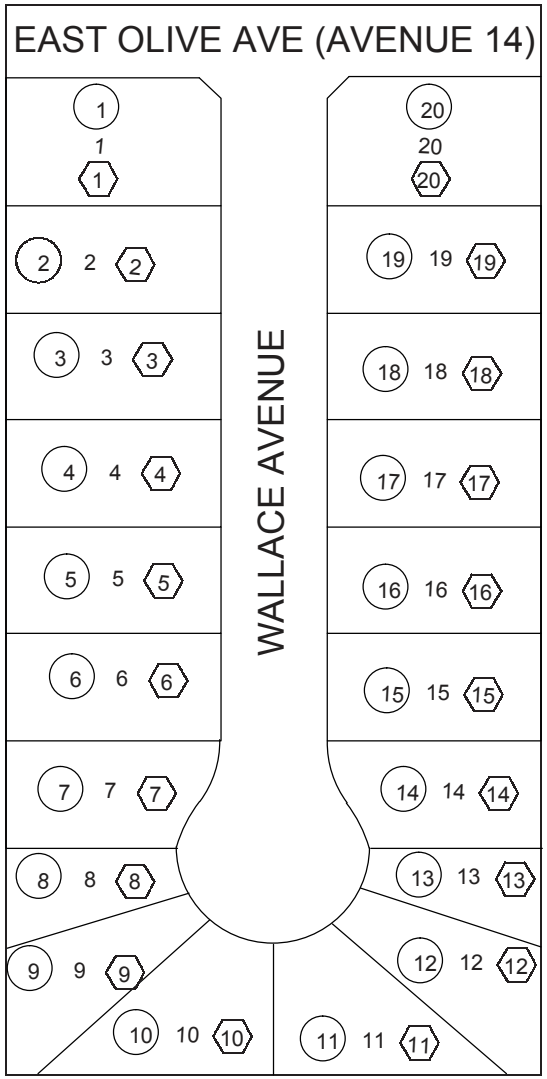
LANDSCAPE MAINTENANCE DISTRICT 43C
EL CORONADO ESTATE

REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ALMOND VILLAGE ESTATES
REV. JULY 2009



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION LOT NUMBER.

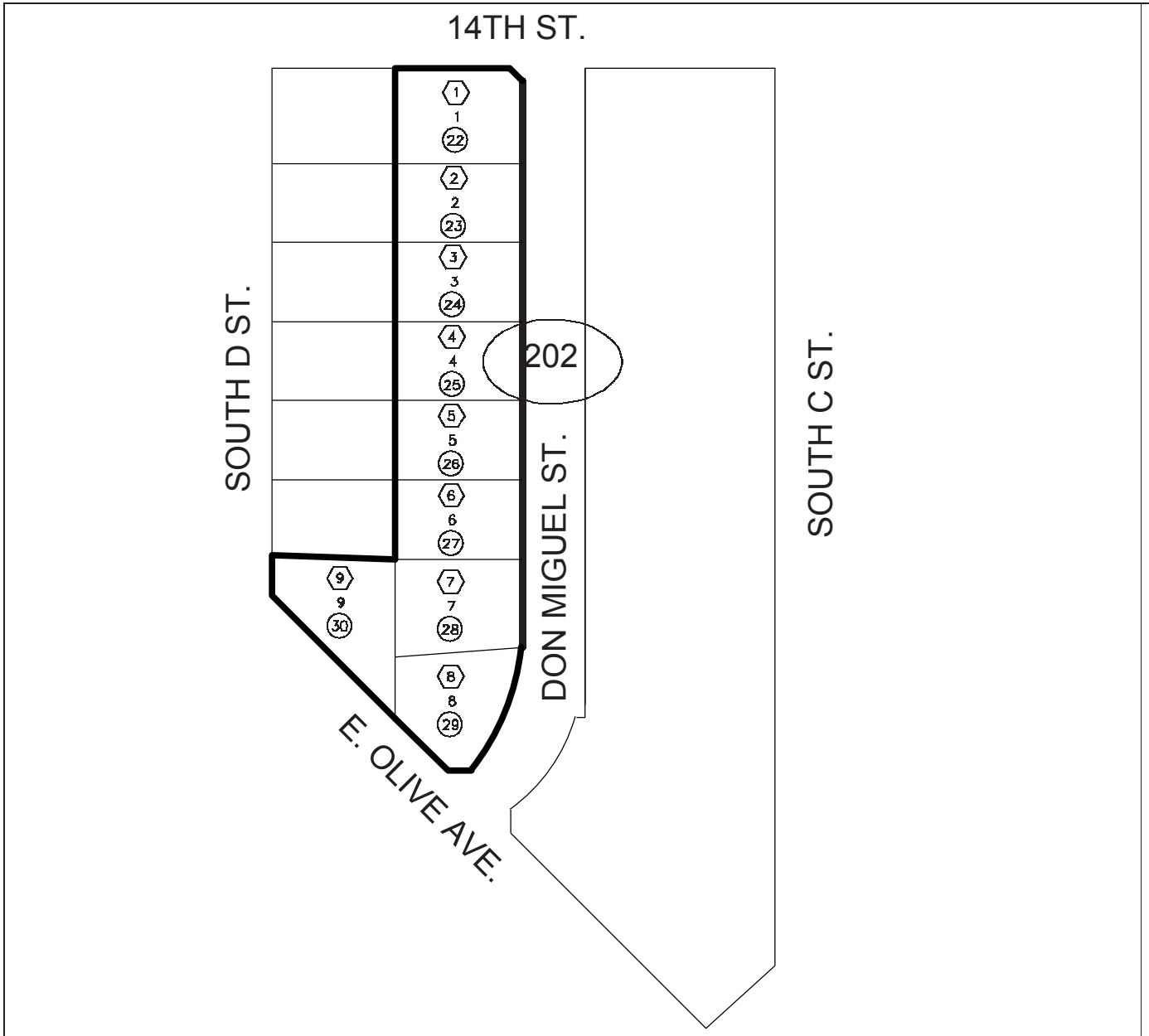
(1) ASSESSMENT NUMBER.

(1) ASSESSOR'S PARCEL NUMBER.

(123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
TAYLOR ESTATES
REV. JULY 2010



LEGEND

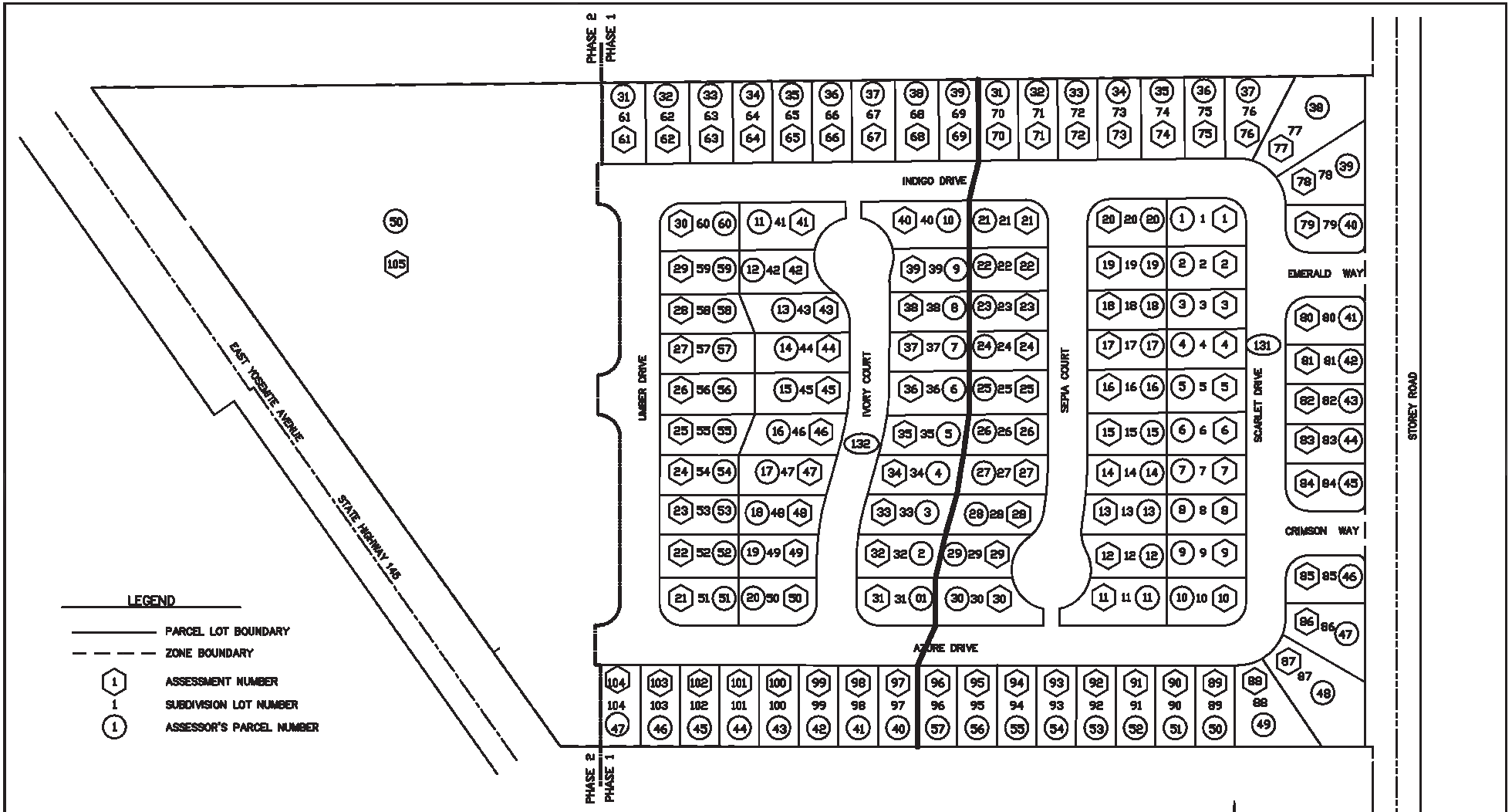
———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(###)	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 44
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

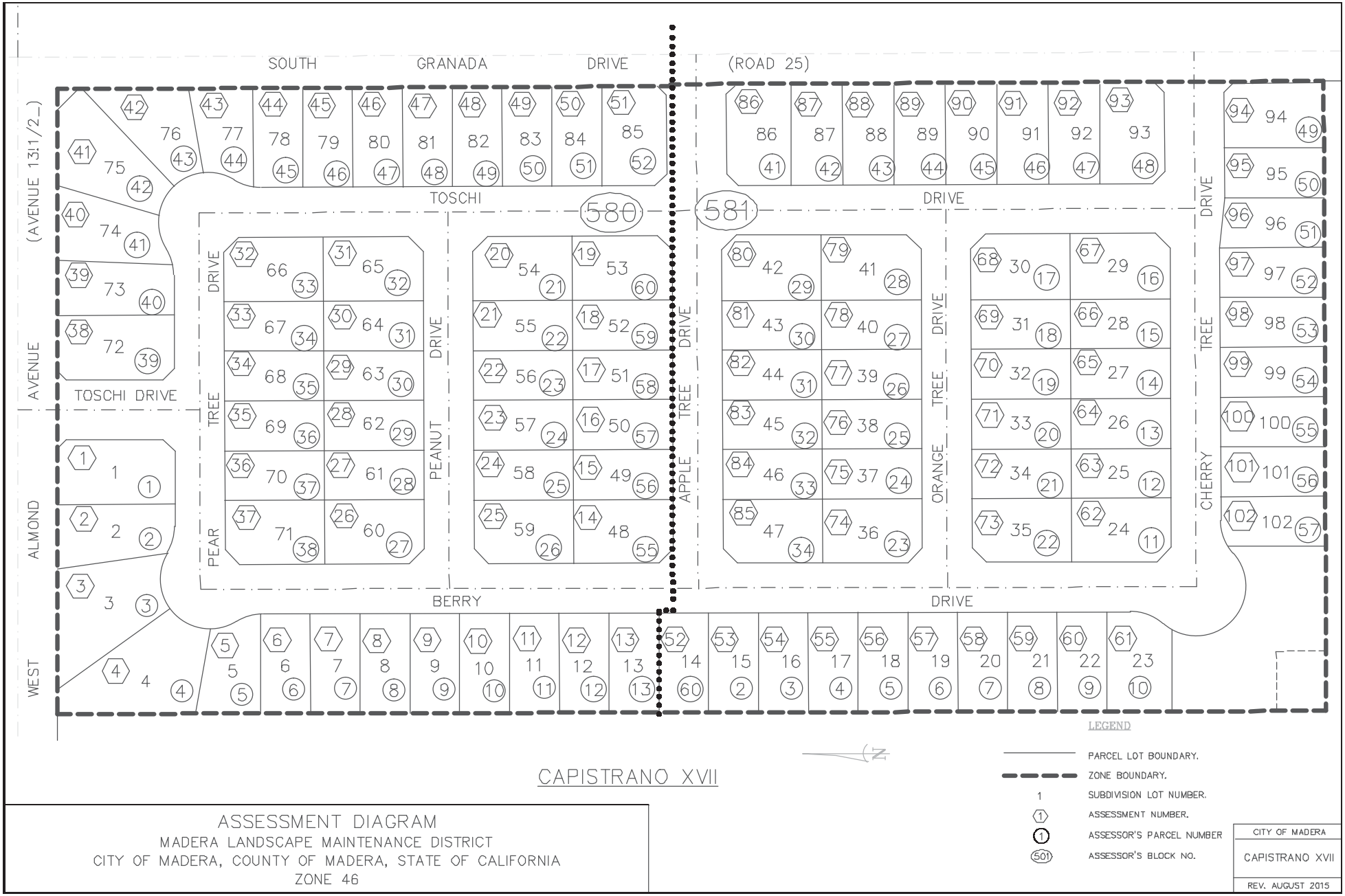
SIERRA VISTA
ESTATES III

REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 45A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

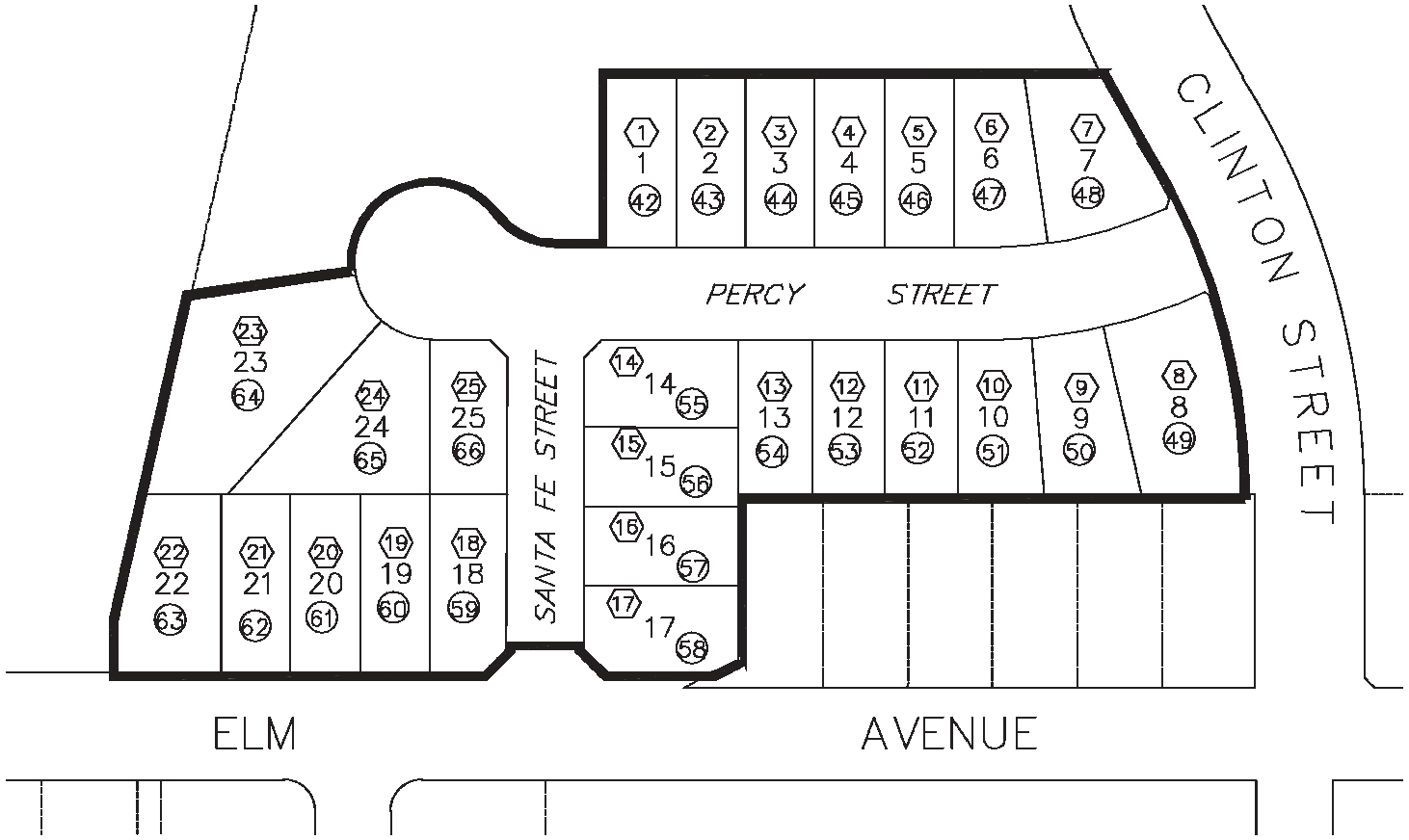
CITY OF MADERA
SIENNA ESTATES
PHASE 1 & 2
REV. JULY 2010

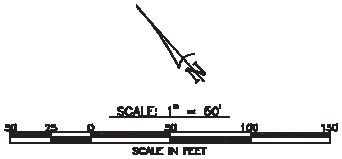


CAPISTRANO XVII

ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 46

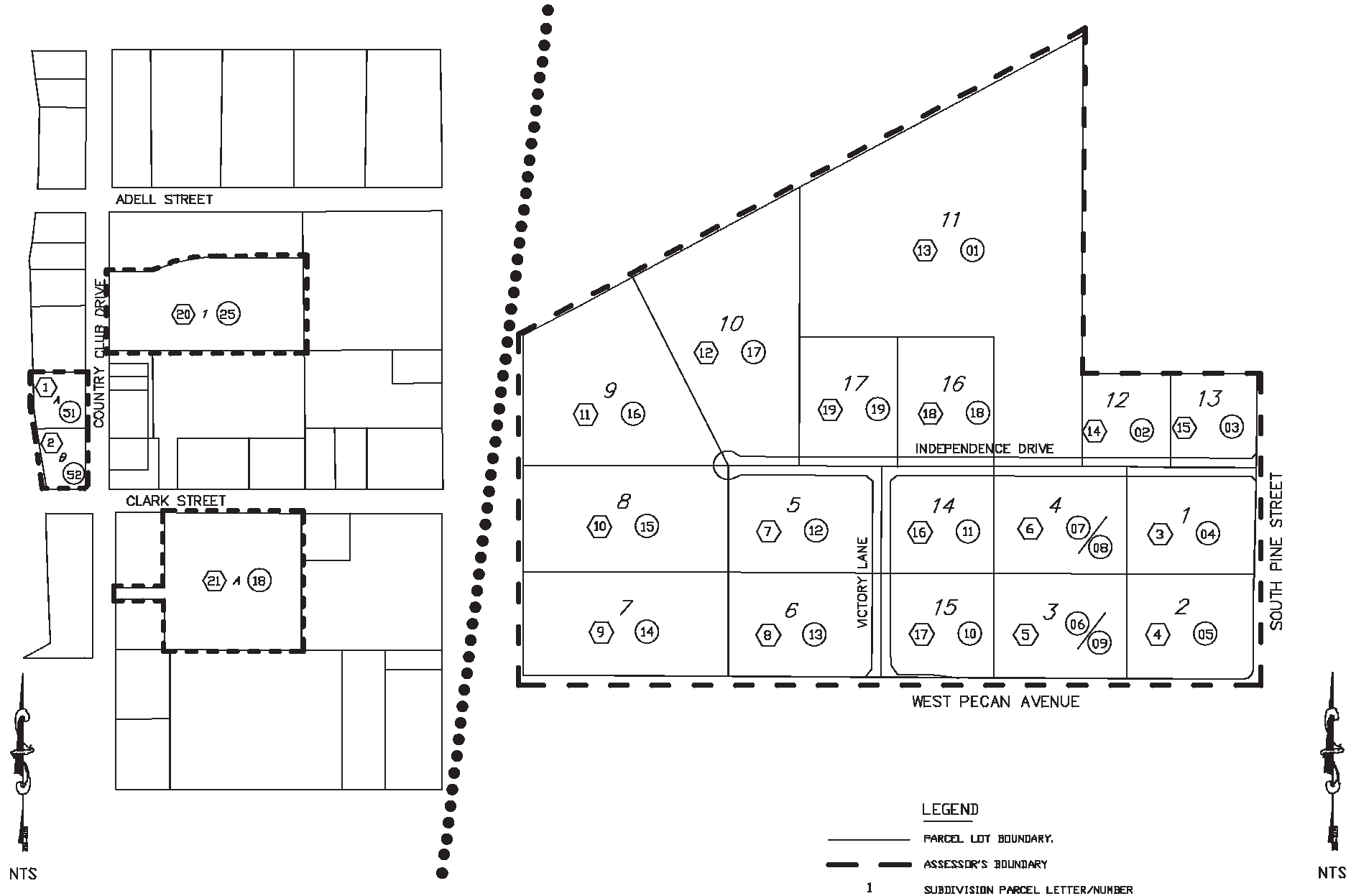




SUGAR PINE VILLAGE

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 50

CITY OF MADERA
SUGAR PINE VILLAGE
JANUARY 2008



ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

RED ROCK RETAIL CENTER
TRACTOR SUPPLY CO
FALLAS PAREDES
FREEDOM INDUSTRIAL PARK

REV. APRIL 2015

Return to Agenda

REPORT TO CITY COUNCIL

MEETING DATE: August 3, 2016

AGENDA ITEM NUMBER: C-3

Approved By:

PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT:

Consideration of Introduction and First Reading of an Ordinance Amending Certain Sections of the Madera Municipal Code Pertaining to Water Regulations

RECOMMENDATION:

Staff recommends that the Council consider introducing the proposed ordinance that makes amendments to the municipal code regarding the water system and enforcement of water regulations.

SUMMARY:

The Council is being asked to implement new water regulations that resolve some procedural issues that are not addressed in the Ordinance. There are no significant changes to the Cities water policies.

DISCUSSION:

There are 10 revisions that amend or add to the existing ordinance, they are described briefly below, and a copy of specific language changes are shown in the attached formal ordinance which would enact the changes.

NEW PROVISIONS:

§ 1-9.07 (D) Exceptions. This section adds "watering at prohibited times and other water wasting violations," to the list of examples in which a ten day notice of violation is not required. Notices of violation are appropriately used when there is situation which is being maintained on an ongoing basis, such as a broken pipe where the person needs time to make repairs. A ten day notice of violation where such violation only occurs for a brief time period, such as watering on the wrong day, is impractical and is included in the list in subsection (D) of such examples for clarity. This amendment clarifies the issue.

§ 5-5.03 (G) This additional subsection makes tampering with a meter illegal and thereby subject to fines in addition to the cost of repairing damages.

§ 5-5.04 Opening and closing of Valves. This new section makes it illegal for anyone except the City to open and close valves or tamper with the City's water system, and thereby subject to fines if they do so.

§ 5-5.08 This amendment eliminates a provision for doubling rates outside of the City that is not legally enforceable as there is no nexus between the increased fee and increased cost for providing the service outside of the City. It allows the Council to determine if additional costs and corresponding fees are applicable in each new service outside of the City.

§ 5-5.10 The addition to this subsection clarifies that if you have a leak on your property, regardless if it is known where it is occurring, the property owner is responsible for repairing it.

§ 5-5.14 (B) This subsection addresses emptying of pools, the amendment replaces the ambiguous language of "frequently" with "more than once between May 1 and September 30", and quantifies a substantial amount of drainage as being over 250 gallons.

§ 5-5.15 This amendment clarifies the past practice of not selling water for construction for use on projects outside of the City.

§ 5-5.16 This eliminates a portion of the section that stipulates the amounts of fines, which is duplicative and in conflict with § 1-9.06 of the Madera Municipal Code which covers all infractions. It will not change the amount of the fines currently charged, but simply eliminate an ambiguity between the two existing sections in the Code.

§ 5-6.01 (A) & (D) These subsections are amended to specify that it is illegal to connect water services on separate properties or water accounts, unless specifically allowed by a condition in an entitled development.

FINANCIAL IMPACT:

The expenses for implementing and administering these enforcement issues occur within the Water Fund and would not have any impact on the General Fund. There is no appreciable impact to revenues or expenses that will occur due to these amendments.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of an action plan, but is not in conflict with it and is sympathetic of the underlying principals of the 2025 Plan.

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING PORTIONS OF CHAPTER 9 OF TITLE I AND CHAPTER 5, OF TITLE V OF THE MADERA MUNICIPAL CODE RELATING TO WATER REGULATIONS

WHEREAS, it is necessary for the City to further refine regulations relating the City's water system and enforcement of water conservation.

WHEREAS, the City has considered the totality of the Municipal ordinance pertaining to water and has determined that certain provisions are needed for the effective implementation and protection of the City's water system.

THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Subsection (D), of Section 07, of Chapter 9, of Title I of the Madera Municipal Code is hereby amended to read as follows:

> (D) *Exceptions*. The notice required under this section may be dispensed with for the following violations: (1) violations that create an imminent danger to the health, safety and/or welfare as determined by the Enforcement Officer, and for which immediate correction is required; (2) non-continuing violations for which it is not practicable or possible to provide prior notice and an opportunity to correct; and (3) repeat or chronic violations where either formal or informal notice of the violation, and previous reasonable opportunities to correct have been provided. Examples of non-continuing violations where notice is not practicable or possible include, but are not limited to, violations relating to the maintaining of dogs at large and vicious dogs, the spillage of hazardous waste, [watering at prohibited times and other water wasting violations,] and the lighting of fires.

Section 3. Subsection (G) of Section 03, of Chapter 5, of Title V, of the Madera Municipal Code is hereby added to read as follows:

> [(G) It is unlawful to cause, allow, or permit tampering with any water meter, valves, transmitters, or other meter appurtenances; or to obscure , bury, block access to, or otherwise hide a valve, valve box or water service feature. If, as a result of tampering, the meter or service is damaged, an additional fee for all the cost for staff to remedy the damage or disruption shall be charged and collected in

addition to all other charges and penalties, payment of such charges and penalties shall be required before water is restored.]

Section 4. Section 04, of Chapter 5, of Title V, of the Madera Municipal Code is hereby amended to read as follows:

SERVICE ~~CONNECTION AND DISCONNECTION CHARGES (REPEALED).~~ [OPENING AND CLOSING OF VALVES.
Only the City may open or close any valve. It is unlawful to cause, allow, permit, or tamper with any valve or other devices in the City's water system.]

Section 5. Section 08, of Chapter 5, of Title V, of the Madera Municipal Code is hereby amended to read as follows:

WATER SERVICE CHARGES OUTSIDE CITY.
Public agencies, industries, and individuals located outside the city shall be charged a monthly water charge to be determined in each individual case by ~~minute order of~~ the Council. ~~For all other connections outside the city limits, the charge shall be double the rates provided for by this chapter for connections within the city. All such connections shall be made only at the pleasure of the Council and shall be subject to discontinuance on~~ 30-~~day written notice to the water user~~.

Section 6. Section 10, of Chapter 5, of Title V, of the Madera Municipal Code is hereby amended to read as follows:

Each consumer of water shall keep all connections, faucets, hydrants, pipes, outlets, and plumbing fixtures tight and free from leaking, dripping, or wasting water. [Any property with water service from the City system that has an unidentified discharge of water shall be repaired so as to discontinue the uncontrolled discharge. Costs for identifying the location of the discharge and making repairs or modifications shall be the sole financial responsibility of the property owner.]

Section 7. Subsection (B), of Section 14, of Chapter 5, of Title V of the Madera Municipal Code is hereby amended to read as follows:

(B) [If prior notice is given to the Public Works Department] swimming pools may occasionally be emptied [or a substantial portion drained] for maintenance which cannot be ~~accompanied~~ [accomplished]when full of water. [For the purposes of this section a substantial portion shall be considered anything more than 250 gallons of water.] ~~Frequently e~~[E]mptying [or draining a significant portion] of a pool [more than once] between May 1 and September 30 will be a violation and subject to the same surcharges in effect for other water waste. Pools must be equipped with filtration systems in good working order.

Section 8. Section 15, of Chapter 5, of Title V, of the Madera Municipal Code is hereby amended to read as follows:

CONSTRUCTION WATER

Metered and flat rate fees for construction water shall be established by resolution. Water may be taken only from fire hydrants specifically designated by the Department of Public Works. Construction water must be utilized in a prudent manner and not allowed to be wasted. Removal of water from the city system for construction or other purposes without authorization shall be considered a violation of this section and is expressly declared to be a misdemeanor. [No water shall be exported for use on a project outside of the City.]

Section 9. Section 16, of Chapter 5, of Title V, of the Madera Municipal Code is hereby amended to read as follows:

VIOLATION OF CHAPTER~~; PENALTIES~~.

Any person willfully violating any provisions of this chapter is guilty of a violation [as hereafter provided] and subject to the penalties therefore as provided by law. ~~In addition to the issuance of a citation for violation of this chapter, the following sanctions shall also apply: upon determination of a violation of this chapter, the Department of Public Works shall issue to the user or consumer a notice of violation and direction to correct the condition or to discontinue the prohibited practice. If the consumer fails to comply with the direction of the Department of Public Works and a second notice of violation is issued, a $50 charge will be added to the next ensuing water bill of the consumer. In the event of a third notice of violation, a $100 charge shall be added to the following water bill, and after a fourth (and subsequent) notice of violation a $150 charge shall be added to the water bill and the Director of Public Works may install a water meter at the expense of the water user or consumer on the water service line and thereupon such consumer or user shall pay for the water actually used at the meter rates or water service shall be discontinued.~~ Every person who willfully violates any provision of this chapter, or who verbally abuses, threatens, harasses, or in any manner interferes with city water patrol officers or any city employees investigating or enforcing city water regulations is guilty of a misdemeanor as set forth in § 1-2.01 of Chapter 2 of Title 1 of this code, any reference to infractions referred to therein being expressly declared inapplicable.

Section 10. Subsection (A) of Section 01, of Chapter 6, of Title V, of the Madera Municipal Code is hereby amended to read as follows:

(A) The purpose of this chapter is:

(1) To protect the public water supply against actual or potential contamination through cross- connections by isolating sources of contamination that may occur within a water user's premises because of some undiscovered or unauthorized cross-connection on the premises;

(2) To eliminate existing connections between the city water system and other sources of water;

(3) To eliminate cross-connections between the city water system and sources of contamination;

(4) To prevent the making of cross-connections in the future.

[(5) To prevent connections of water between separate properties or water accounts.]

Section 11. Subsection (D) of Section 01, of Chapter 6, of Title V, of the Madera Municipal Code is hereby added to read as follows:

[(D) Unless specifically approved as a condition to a development entitled by the City, it is unlawful to allow, permit, cause, or maintain a water service from one property to be connected to a separate property or to a separately metered water account. Any existing connections between properties shall be the responsibility of the property owners to permanently eliminate such connections.]

Section 12. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

Section 13. Effective Date. This ordinance shall be effective and of full force and effect at 12:01 a.m. on the 31st day after its passage.

* * * * * * * * * * *

Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF August 3, 2016

AGENDA ITEM NUMBER C-4

APPROVED BY

GRANT ADMINISTRATOR

CITY ADMINISTRATOR

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2016/2017 ACTION PLAN, APPROVING ALLOCATIONS AND AUTHORIZING THE CITY ADMINSTRATOR TO SIGN THE CERTIFICATIONS

RECOMMENDATION:

Staff recommends Council open the public hearing, respond to public comments, if any, and approve the allocations for the City's Community Development Block Grant (CDBG) award for FY 2016/2017.

DISCUSSION:

This is the final public hearing for the City's CDBG Action Plan for FY 2016/2017 and Council will approve its official allocations for this award. As part of the allocation process, Staff sought public input through a variety of means including published bilingual notices in the Madera Tribune and six meetings at various community facilities. These efforts culminated in the Review and Advisory Committee (RAC) public hearing held on June 30, 2016. The RAC received presentations from applicants in the areas of Administration, Public Services, and Public Improvements/Capital Projects. (Council may access each application submitted for consideration through their IPADs.) After deliberating the merits of each proposal, the RAC arrived at the recommendations contained in Attachment A for distribution of the City's FY 2016/2017 CDBG award.

Finally, Staff also met to discuss its prioritization of City proposals and presented these suggestions during the July 20, 2016 Council meeting. The accompanying attachment to this report includes the recommendations from the RAC and Staff as well as the Council's July 20, 2016 tentative allocations. (*See Attachment A: CDBG Recommendations.*)

FINANCIAL IMPACT:

This is a Federal grant and the ultimate allocation of CDBG funding may affect the General Fund through increased revenues or expenditures.

VISION MADERA 2025:

Given the broad scope of this grant, our Action Plan activities have the potential to advance an extensive number of the Vision Plan's objectives. Our RAC reviews funding requests for consistency with CDBG regulations and, also, to promote the aspirations of the Vision Madera 2025 Plan.

RESOLUTION NO. 16-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2016/2017 ACTION PLAN, APPROVING ALLOCATIONS AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE CERTIFICATIONS

WHEREAS, a series of public input meetings and public hearings were held to seek citizens' input into developing the Community Development Block Grant (CDBG) 2016/2017 Action Plan;

WHEREAS, during a public hearing the CDBG Review and Advisory Committee (RAC) established funding recommendations with regard to the City's final formula grant allocation; and

WHEREAS, the Council of the City of Madera, California, allocated HUD's final formula grant allocation as provided in Attachment A.

NOW, THEREFORE, the COUNCIL OF THE CITY OF MADERA, CALIFORNIA, HEREBY, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Program and Project allocations set forth on Attachment A attached hereto are hereby approved.
3. The City Administrator is authorized to sign certifications as necessary to effectuate the Action Plan.
4. Staff is authorized to submit the Action Plan to the Department of Housing and Urban Development.
5. This resolution is effective immediately upon adoption.

Attachment A: RAC & Staff Recommendations

City of Madera 2016/2017 Proposed Community Development Block Grant Programs and Projects

Activity Type	Maximum Allocation	Proposal	Amount Requested	RAC June 30, 2016	Staff	Council July 20, 2016	Council August 3, 2016	Max. Remaining Funds
Administration	**$ 166,970**	Local Administration	$166,970	$ 150,970	$ 166,970	$ 150,970	$ 150,970	
		Fresno/Madera Continuum of Care	$ 16,000	$ 16,000		$ 16,000	$ 16,000	
		Total Administration:	**$182,970**	**$ 166,970**	**$ 166,970**	**$ 166,970**	**$ 166,970**	**$ -**

Activity Type	Maximum Allocation	Proposal	Amount Requested	RAC June 30, 2016	Staff	Council July 20, 2016	Council August 3, 2016	Max. Remaining Funds
Public Services	**$ 125,227**	Madera County Workforce Investment Center	$ 64,000	$ 10,000		$ 10,000		
		Pequeños Empresarios, Inc.	30,000	$ 7,000		$ 10,000		
		Madera Coalition for Community Justice Madera-College Access Project	$ 18,500	$ 7,000		$ 10,000		
		City of Madera Parks Senior Services	$135,157	$ 101,227	$ 125,227	$ 95,227		
		Total Public Services:	**$247,657**	**$ 125,227**	**$ 125,227**	**$ 125,227**	**$ -**	**$ 125,227**

Activity Type	Allocation	Proposal	Amount Requested	RAC June 30, 2016	Staff	Council July 20, 2016	Council August 3, 2016	Max. Remaining Funds
Capital Projects / Public Improvements	**$ 555,656**	City of Madera Parks & Community Services Department	$430,000	$ 430,000	$ 430,000	$ 430,000		
		Madera City Fire Department	$ 25,000	$ 25,000	$ 25,000	$ 25,000		
		City of Madera Public Works Department	$100,000	$ 100,656	$ 100,000	$ 100,656		
		Total Capital Projects/Public Improvements:	**$555,000**	**$ 555,656**	**$ 555,000**	**$ 555,656**	**$ -**	**$ 555,656**

$ 166,970

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT 2016/2017 ACTION PLAN

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2016/2017 Action Plan outlines the City's use of Community Devleopment Block Grant funds. Madera is an entitlement jurisdiction that receives Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD). The 2016/2017 Action Plan is required by HUD for the City to use its CDBG allocation. The Grants Department is designated by the Madera City Council as the single point of contact and lead agency for the administration of the CDBG program. The City of Madera prepared this Action Plan using the eConPlanning Suite system developed by HUD.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City reports on its progress towards goals set in the Consolidated Plan and Annual Action Plans in the Consolidated Annual Performance and Evaluation Report (CAPER). The City reported for every year of the 2010-2015 Consolidated Plan. The City and its residents were greatly impacted by the economic downturn and high rates of foreclosure. Yet, the City continued to make progress towards the cumulative housing and community development goals set in the years 2010-2015.

The City's CDBG activities throughout the past five years included funding for several programs and services, some of which included: funding for youth programs to provide development and leadership skills; funding for facility improvements, such as the senior center, the Sunrise Rotary Park, Centennial Pool, and ADA accessibility; funding for the Madera County Workforce Investment Corporation; and funding for neighborhood revitalization efforts, such as graffiti abatement and code enforcement.

The City also continued to fund several housing programs. In collaboration with the County of Madera, the City administered the Neighborhood Stabilization Program 3 (NSP3). NSP3 is limited to the HUD target area, which is the Parkwood subdivision area in Madera. NSP3 provides loans in the form of zero

OMB Control No: 2506-0117 (exp. 07/31/2015)

interest deferred payment, silent second loans as gap financing toward the purchase price and closing costs of affordable housing units. The City's Owner-Occupied Rehabilitation Program, funded by HOME funds, provided both zero-interest loans and grants to low-income families whose homes are in need of health and safety repairs. The City of Madera also promotes homeownership among first-time low-income homebuyers through a down payment assistance program. The program is also funded using HOME and CalHOME funds. Since the 2010/2011 program year, the City has assisted about 30 households through these programs.

Additionally, the City provided HOME funds to two publicly-assisted housing projects located in the city of Madera: Madera Family Apartments, which provides 39 affordable units, and Arborpoint Apartments, which provides 64 affordable units.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Bilingual notices were published in the Madera Tribune as follows: January 29, 2016; March 5, 2016; March 16, 2016; June 11 and 18, 2016.

Public input meetings were held as follows: February 5, 8 and 10, 2016; March 8, 10 and 11, 2016.

The Community Development Block Grant Review and Advisory Committee (RAC) met June 30, 2016. During this meeting, applicants presented their proposals. The RAC allocated tentative funding recommendations.

During the July 20, 2016 City Council meeting, staff presented the RAC's tentative funding recommendations. Council accepted testimony from applicants and deliberated the RAC's tentative funding recommendations. Council specified their adjusted funding recommendations.

The 2016/2017 adjusted funding recommendations and Action Plan were approved by City Council during the August 3, 2016 City Council meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments or views were not accepted.

7. Summary

Not applicable.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MADERA	Grant Administration

Table 1 – Responsible Agencies

Narrative (optional)

The City of Madera Grant Administration Department is the Lead Agency for administration of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant program. The Grant Administration Department is also responsible for the preparation of the Consolidated Plan, Annual Action Plans, and Consolidated Annual Performance Evaluation Reports (CAPER).

Consolidated Plan Public Contact Information

Jorge Antonio Rojas
Program Manager – Grants
City of Madera
205 West Fourth Street
Madera, California 93637
P: 559-661-3693
F: 559-674-2972
E: jrojas@cityofmadera.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Madera began its consultation by publishing a notice in the Madera Tribune January 29, 2016. Notices were also posted in grocery stores, social service agencies and community/senior centers, the Housing Authority and the Madera County Library. Staff emailed the notice and public service and project applications to applicants. Public input meetings were held February 5, 8 and 10, 2016.

A second notice for our proposed First Major 2015/2019 Consolidated Plan Major Amendment was published in the Madera Tribune March 5, 2016. The second set of public input meetings were March 8, 10 and 11, 2016. Applications were received March 16, 2016. Staff held a workshop with the Review and Advisory Committee March 24, 2016.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

In preparing the Consolidated Plan, the City consulted with a variety of agencies, including local and regional service providers, the Housing Authority, business groups, and many others. The City also attended meetings and spoke with local housing and homeless service providers to gain additional input. The goal of the consultation process was to gather data, inform the community, and determine priority needs of Madera residents in order to further develop the priorities and strategies contained within this five-year plan.

The City of Madera, with assistance from Mintier Harnish Planning Consultants, facilitated a comprehensive outreach effort to enhance coordination and discuss new approaches and efficiencies with public and assisted housing providers; health, mental health, and service agencies; and other representative stakeholders that use funding for eligible activities, projects, and programs.

The City of Madera, with assistance from Mintier Harnish Planning Consultants, facilitated a comprehensive outreach effort to enhance coordination and discuss new approaches and efficiencies with public and assisted housing providers; health, mental health, and service agencies; and other representative stakeholders that use funding for eligible activities, projects, and programs.

The outreach and consultation strategies of the City included the formation of community outreach partnerships with housing, service, and mental health providers, workforce developers, community advocates, the real estate community, and others. The partners alerted their clients and program beneficiaries that an important planning process was being undertaken and encouraged active participation by beneficiaries in order to create a plan that reflected the needs of the community. The City also reached out to community business leaders, including those of the real estate development

profession, as well as public agencies and departments of both the City and County of Madera. This was done in an effort to spread the word about the Consolidated Plan process, the Community Needs Survey, the Community Forum, and the Focus Group Meetings. For a detailed discussion on Citizen Participation, see section PR-15: Citizen Participation, below.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Fresno-Madera Continuum of Care (FMCoC) provides comprehensive homeless and housing services to individuals in both the Fresno and Madera regions. FMCoC assists homeless persons make the transition from homelessness to independent or supportive permanent housing. FMCoC provides access to education, health and mental health services, employment training, and life skills development. In 2014 FMCoC is comprised of 18 members from a broad spectrum, including: service providers, government agencies, and community coalitions.

HUD requires all Continuums of Care to produce a statistically reliable, unduplicated count of homeless persons in sheltered and unsheltered locations within their geographic region at a one-day point-in-time (PIT) count. The FMCoC 2014 PIT count took place on the night of January 27, 2014, and the morning of January 28, 2014. Soon after the PIT count, FMCoC released a report that outlined the number and characteristics of the homeless persons in the Fresno and Madera regions counted on that night. The City used this report to draft parts of this Plan.

The City consulted FMCoC on information relating to homelessness. FMCoC and the City exchanged e-mails and phone calls to gain input on the issues surrounding homelessness and the facilities and services serving the homeless. The City and the Consultant, Mintier Harnish, also participated in a meeting with the Madera County Homeless Coalition. The City gathered feedback from the homeless service providers, on homeless needs and services in Madera. The City also invited the groups participating in the meeting to attend the Focus Group Meetings. Several members of the Homeless Coalition did attend the Focus Group Meetings to provide further information on homeless needs and issues.

Additionally, every year in March FMCoC holds a special planning meeting to set goals for the following year. FMCoC will hold its annual planning meeting on March 12, 2015. The City plans to work with FMCoC to coordinate efforts to solve the housing and homeless issues in Madera.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Madera does not apply for ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

See above.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

No agency types were not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Community Action Partnership of Madera County	Both plans address homelessness.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

During our citizen participation process, we attempted to amend the current Consolidated Plan. After discussions with our local HUD representative, staff determined not to pursue the Consolidated Plan amendment. This process impacted our ability to submit the 2016/2017 Action Plan on time.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	This mode of outreach was conducted by publishing bilingual notices in the Madera Tribune. The notices provided the dates, times and locations for three public input meetings for preparation of the 2016/2017 Action Plan.	No responses were received.	No comments were denied.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Three public input meetings were held as follows:Friday, February 5, 2016. In addition to City of Madera CDBG Program Manager, a staff persons from Madera Coalition for Community Justice attended the meeting.Monday, February 8, 2016, and Wednesday, February 10, 2016. The City of Madera CDBG Program Manager attended both of these meetings; however, no one else attended.	During the February 5, 2016 meeting, there was a question about the due date for Public Service applications. The City of Madera CDBG Program Manager stated the due date was February 19, 2016.	No comments were denied.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	For this mode of outreach, a second notice was published in the Madera Tribune. It provided the dates, times and locations for three public input meetings for the First Major Amendment to the 2015/2019 Consolidated Plan and the 2016/2017 Action Plan.	No comments were received.	No comments were denied.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Three public input meetings were held as follows:A public input meeting was held Tuesday, March 8, 2016. The City of Madera CDBG Program Manager, Interim Grants Administrator, Finance Director and a CalFire Chief attended. In addition, a staff person from the Madera Coalition for Community Justice attended.A second meeting was conducted Thursday, March 10, 2016. Persons attending included the City of Madera CDBG Program Manager, Financial Services Manager and a CalFire Chief. Also, a staff person from the Madera County Workforce Investment Corporation attended.A third meeting was held Friday, March 11, 2016. During this meeting, three representative of a local non-profit, Pequenos Empresarios, attended. Two representatives from a bay area non-profit, Retraining the Village, attended. Thursday, March 10, 2016; and Friday, March 11, 2016.			

Table 4 – Citizen Participation Outreach

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The City anticipated continuing to receive CDBG funding throughout the Consolidated Plan period. The City also expects to apply for and receive HOME grants from the California Department of Housing and Community Development.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $834,853	Program Income: $0	Prior Year Resources: $13,000	Total: $847,853		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	0	0	0	0	0	

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT 2016/2017 ACTION PLAN

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $834,853	Program Income: $0	Prior Year Resources: $13,000	Total: $847,853		
Other	public - federal	Economic Development Other	59,175	0	0	59,175	177,000	Over the remainder of the Consolidated Plan, staff estimated $59,000 earned through the Small Business Revolving Fund yearly. Staff then multiplied $59,000 by 3 to obtain the $177,000 amount expected for the remainder of the Consolidated Plan.
Other	public - federal	Housing Other	0	0	0	0	0	
Other	public - federal	Other	16,000	0	0	16,000	48,000	This amount funds local coordination of the Madera Homeless Coalition as well as coordination with the Fresno/Madera Continuum of Care. Staff with the Community Action Partnership of Madera County work to develop and carry out local strategies to create permanent solutions to address homeless persons and persons at risk of homelessness. They also work to apply for other funding sources such as the Emergency Solutions Grant and new state funding to address homelessness.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $834,853	Program Income: $0	Prior Year Resources: $13,000	Total: $847,853		
Other	public - federal	Public Improvements	555,656	0	0	555,656	1,666,968	The $555,656 amount is allocated for 16/17 to fund repairs at a Youth Center ($430,000), a back-up generator for a fire station ($25,000) and to install solar power street lights ($100,656). Staff multiplied $555,656 by 3 to obtain the amount expected for the remainder of the Consolidated Plan.
Other	public - state	Housing Other	2,295,003	0	0	2,295,003	2,263,299	The expected amount available is the balance of a $1,000,000 grant. The bond for the CalHome program expired. CalHome cannot issue a new Notice of Funding Availability.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not have a matching requirement. However, in evaluating the proposals for CDBG funding each year, the City uses the availability of matching funds as a factor in dtermining recommended allocations.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As of this writing, there was not anticipated to be any publicly-owned land or property within the City that would be use dto address identified needs. The City may use some CDBG funding or funding available through the Successor Agency to the Former Madera Redevelopment Agency

to acquire such land over the course of the planning period.

Discussion

The City attempts to maximize the use of all of its available funding sources by encouraging projects that access private financing (grants, loans, and donations) or other Federal or State funding resources, including tax credits. The City actively pursues available grants for housing and community Development programs.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

No Goals Found

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Decent Housing (1)	2015	2016	Affordable Housing	City of Madera City Limits	Affordable Housing Homeowner Assistance Rehabilitation and Modernizat	CalHOME: $1,853,098 CalHome: $1,000,000 HOME: $682,500	Homeowner Housing Rehabilitated: 13 Household Housing Unit Direct Financial Assistance to Homebuyers: 1 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Decent Housing (1)
	Goal Description	

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

AP-35 Projects – 91.220(d)

Introduction

Activities funded for 2016/2017 are as follows:

Administration - $150,970

Fresno/Madera Continuum of Care - $16,000

Madera County Workforce Investment Corporation - $10,000

Pequenos Empresarios, Inc. - $10,000

Madera Coalition for Communit Justice College Access Project - $10,000

City of Madera Parks & Community Services - Senior Services - $95,227

City of Madera Parks & Community Services - Centennial Park Rehabilitation and Lighting Project - $430,000

Madera City Fire Department - Lake Street Fire Station New Emergency Generator - $25,000

City of Madera Public Works Department - Solar Powered Street Lights - $100,656

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

While there are several constraints to meeting the needs of low-income residents, the primary obstacle is that there is a lack of funding to fully address all needs. The economic challenges facing the nation have forced many nonprofits to cut services at a time when governmental entities and others are least able to provide them.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT 2016/2017 ACTION PLAN

Applicant	Summary	Amount Requested
City of Madera Grant Administration	Administrative activities, services and equipment purchases required to carry out the CDBG program. Coordination/compliance, reporting to HUD, developing agreements with subrecipients and contractors to carry out program activities and administration of the Downpayment Assistance and Owner-Occupied Residential Rehabilitation programs as needed.	166,970
Fresno/Madera Continuum of Care	To promote through regional collaboration quality homeless services, community linkage to services, access and data input in the Homeless Management Information System.	16,000
	Maximum Administration Allocation:	**166,970**
Madera County Workforce Investment Corporation	Scholarships/sponsorships for vocational training and certification programs for low-income adults	10,000
Pequeños Empresarios, Inc.	To prepare young children to become entrepreneurs and professional individuals in their adult life. To improve reading, comprehension, verbal and written communication.	10,000
Madera Coalition for Community Justice Resilient Madera 1 & 2	To facilitate leadership training and academic excellence and to provide a support system to address unique challenges and instill coping skills, reduce stress and develop resilient leaders.	10,000
City of Madera Parks & Community Services Department	Senior nutrition, fitness, recreational and educational program	95,227
	Maximum Public Services Allocation:	**125,227**
City of Madera Parks & Community Services Department	To address Centennial Park's aging infrastructure such as concrete pool decking and associated drains, shade structures, ADA deficits, lack of exterior lighting and deteriorated exposed wood beams.	430,000
Madera City Fire Department	To purchase a new emergency generator.	25,000
City of Madera Public Works Department	To purchase and install solar powered LED street lights in CDBG Census Tracts 5.02, 6.01, 6.02, 8 and 9.	100,656
	Maximum Capital Improvement/Public Facilities:	**555,656**

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City is not proposing any geographic distribution based on target areas.

Geographic Distribution

Target Area	Percentage of Funds
City of Madera City Limits	100

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City did not allocate investments geographically.

Discussion

No geographic priorities are proposed.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	13
Acquisition of Existing Units	0
Total	13

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

We propose to assist six owner-occupants with residential rehabilitation. In addition, we propose to assist seven owner-occupants with repair or replacement of their manufactured home.

AP-60 Public Housing – 91.220(h)

Introduction

Public housing needs are addressed through the Housing Authority of the City of Madera (HACM). The HACM is independent of the City of Madera, and the City retains no control over its funding or implementation of programs.

Actions planned during the next year to address the needs to public housing

Please refer to the HACM's Public Housing Authority Annual Plan for information on the ways that the HACM plans to address public housing needs.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACM encourages residents to participate by holding resident meetings and quesion and answer workshops. HACM sends out informational flyer in both English and Spanish to inform residents of any updates and encourage feedback and comments rgarding any changes.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The HACM is not designated as "troubled" and is in good standing under 24 CFR 902.

Discussion

Detailed inofrmation on HACM and their programs, housing resources, budgets and financial planning and reporting is available on their website at: www.maderaha.org.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City's strategy related to the needs of the homeless, those at risk of homelessness, and other special needs populations is focused on providing funding to the Community Action Partnership of Madera County (CAPMC). The CAPMC coordinates local efforts to address homelessness and coordinates with the Fresno/Madera Continuum of Care. The CAPMC also works to conduct the annual Point-In-Time count and to apply for state and federal funds to address homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In 2016/2017, the City will provide funding to the Community Action Partnership of Madera County (CAPMC) to participate and coordinate activities with the Fresno/Madera Continuum of Care (FMCOC). This funding supports coordinating the annual Point-In-Time count to assess the needs of Madera's homeless population. It also supports outreach and education efforts to make sure homeless individuals and thouse at-risk of becoing homeless are aware of the resources available to them.

Addressing the emergency shelter and transitional housing needs of homeless persons

The FMCOC applies for and receives almost $6 million annually in HUD homeless funds. Providing CDBG funding for CAPMC participation in the FMCOC ensures Madera remains eligible for HUD funds to address homelessness. The FMCOC received funding to open a permanent supportive housing project in Madera to serve seven chronically homeless men.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The FMCOC applies for HUD funds to continue to provide operational and supportive services. CAPMC manages and provides on-site case management for the Shunammite Place permanent supportive housing facility for 15 chronicall homeless women in Madera. Also, the FMCOC was awarded funding to open a permanent supportive housing project in Madera to serve seven chronically homeless men.

Helping low-income individuals and families avoid becoming homeless, especially extremely

low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The funding for the FMCOC supports efforts to bring community awareness to the homeless populations and their issues, and provide outreach and education on the resources aailable for residents at-risk of becoming homeless. The Homeless Awareness Day Event in the City of Madera is a good example of this outreach and education.

Discussion

In addition to services for homeless persons or those at risk of homelessness, the City's special needs populations includes seniors and disabled persons. In 2016/2017, the City funded services and program to assist special needs populations. These programs include meal deliveries and recreation/meal programming for seniors, and ADA improvements at Centennial Park.

One year goals for the number of households to be provided housing through the use of HOPWA for:	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	0
Tenant-based rental assistance	0
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated	0
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0
Total	0

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Market and governmental factors pose constraints to the provision of adequate and affordable housoing. These factors tend to disproportionately affect lower-income households due to their limited resources for absorbing the costs. Local jurisdictions have little influence over the market factors, such as the cost of labor and construction materials, cost of land, and the availaility of financing, or statewide and national policies, such as prevailing wage requirements and environmental protection. As discussed in the Market Analysis, other local factors that could impede affordable hosoing development include:

- Land Use Controls
- Residential Development Standards
- Off-site Improvement Requirements
- Permit and approval process

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City completed a number of actions to reduce potential barriers and constraints to affordable housing, as well as to promote housing for special needs populations. These actions included providing funds in support of affordable housing developemnt, a complrehensive Zoning Ordinance Update, regulatory incentives and density bonuses. These are described in more detail in the City's 2016/2024 Housing Element.

Discussion

More information is available in the City's 2016/2024 Housing Element.

AP-85 Other Actions – 91.220(k)

Introduction

The City of Madera uses a range of strategies to address the housing, homeless and community development goals identified in the Consolidated Plan. This section discusses actions planned to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families in Madera, and to coordinate activities in these areas with other entities.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited amount of Federal, State and local resources available to meet the many needs in the community. The City of Madera will contiue to pursue State and Federal resources as available to meet underserved needs and support efforts of nonprofits serving the community.

Actions planned to foster and maintain affordable housing

As described earlier, the City has HOEM and CalHome funds to support its affordable housing programs. The City will continue to foster and maintain affordable housing through the following programs:

- The Donpayment Assistance Program for First Time Homebuyers;
- Counseling for first time homebuyers;
- The Owner-Occupied Residential Rehabilitation Program; and
- The Manufactured Housing Owner-Occupied Repair/Replacement Program.

Actions planned to reduce lead-based paint hazards

Lead-based paint hazards are identified and abated prior to construction or close of escrow when the City assists a housing unit built before 1978. Also, the City will continue to provide deferred, zero-interest loans through th eOwner-Occupied Residential Rehabilitation Program (OOR) to abate lead-based paint hazards. This program is funded by an award from the State's HOME and CalHome Programs. The City estimates providing assistance to six owner occupants in 2016/2017. The City will also continue to provide loans for rehabilitation or replacement of manufactured housing and estimates providing assistance to seven owner-occupants.

Actions planned to reduce the number of poverty-level families

The City's aqnti-poverty strategy is based on addressing and preventing homelessness and providing a range of employment opportunities and supportive services aimed at enabling those in poverty to move into the workforce. For the 2016/2017 program years, four activies were funded. Also, an existing activity will reduce the number of poverty-level families. These activities are as follows:

- The Community Action Partnership of Madera County and Fresno/Madera Coantinuum of Care Coordination;
- Madera County Workforce Investment Corporation scholarships for adults learning and training;
- Madera Coalition for Community Justice College Access Program
- Pequenos Empresariois, Inc. Youth Entreprenuership and Professional Development
- Providing small business loans through the Small Business Revolving Loan Fund

Actions planned to develop institutional structure

The City's Grants Administration Department under the City's Administrative Services Division is responsible for the management, implementation and monitoring of the Consolidated Plan documents, including the Action Plan. The Grants Administration Department is specifically charged with these tasks. The City also ha a designated staff position (Program Manager - Grants) to administer the prorams and activities funded with CDBG funds. Staff works with individual City divisions, such as Public Works and Planning, and the City's CDBG Review and Advisory committee to develop procedures and coordination for administering programs. Thus, the City has already developed its institutional struture to coordinate Consolidated Plan activities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City continues to work with many of the local nonprofits that provide a range of services to low-income residents. The City also continues to participate in the Madera Homeless Coalition and Fresno/Madera Continuum of Care to implement the Ten-Year Plan to End Homelessness.

Discussion

The City shall address any other actions identified by HUD for the use of CDBG funds.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

The City of Madera does not have program income available for use during 2016/2017.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

The specific years covered that include this Annual Action Plan are 2016, 2017 and 2018.

SF 424

The SF 424 is part of the CPMP Annual Action Plan. SF 424 form fields are included in this document. Grantee information is linked from the 1CPMP.xls document of the CPMP tool.

SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

Date Submitted August 12, 2016	Applicant Identifier	**Type of Submission**	
Date Received by state	State Identifier	**Application**	**Pre-application**
Date Received by HUD	Federal Identifier	☐ Construction	☐ Construction
		☐ Non Construction	☐ Non Construction
Applicant Information			
City of Madera		CA62166 Madera	
205 W. Fourth Street		078772142	
Street Address Line 2		Organizational Unit	
Madera	CA	Grants Department	
93637	Country U.S.A.		
Employer Identification Number (EIN):		County Madera	
946000365		Program Year Start Date (MM/DD) July 2016	
Applicant Type:		**Specify Other Type if necessary:**	
Local Government: City		Specify Other Type	
Program Funding		**U.S. Department of Housing and Urban Development**	
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding			
Community Development Block Grant		14.218 Entitlement Grant	
CDBG Project Titles: Administration, Public Services and Public Improvements/Capital Projects		Description of Areas Affected by CDBG Project(s): Within the city limits of the City of Madera in Census Tracts 5.02, 6.01, 6.02, 8.00 and 9.00.	
CDBG Grant Amount $834,853	Additional HUD Grant(s) Leveraged	Describe Un-programmed CDBG Entitlement $13,000	
$Additional Federal Funds Leveraged		Additional State Funds Leveraged	
Locally Leveraged Funds		$Grantee Funds Leveraged	
$Anticipated Program Income		Other (Describe): CDBG Revolving Loan Funds: $59,175	
Total Funds Leveraged for CDBG-based Project(s): $907,028			
Home Investment Partnerships Program		14.239 HOME	
HOME Project Titles		Description of Areas Affected by HOME Project(s)	
$HOME Grant Amount	$Additional HUD Grant(s) Leveraged	Describe	
$Additional Federal Funds Leveraged		$Additional State Funds Leveraged	

$Locally Leveraged Funds	$Grantee Funds Leveraged
$Anticipated Program Income	Other (Describe)
Total Funds Leveraged for HOME-based Project(s)	

Housing Opportunities for People with AIDS	14.241 HOPWA	
HOPWA Project Titles	Description of Areas Affected by HOPWA Project(s)	
$HOPWA Grant Amount	$Additional HUD Grant(s) Leveraged	Describe
$Additional Federal Funds Leveraged	$Additional State Funds Leveraged	
$Locally Leveraged Funds	$Grantee Funds Leveraged	
$Anticipated Program Income	Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)		

Emergency Shelter Grants Program	14.231 ESG	
ESG Project Titles	Description of Areas Affected by ESG Project(s)	
$ESG Grant Amount	$Additional HUD Grant(s) Leveraged	Describe
$Additional Federal Funds Leveraged	$Additional State Funds Leveraged	
$Locally Leveraged Funds	$Grantee Funds Leveraged	
$Anticipated Program Income	Other (Describe)	
Total Funds Leveraged for ESG-based Project(s)		

Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts: 18th	Project Districts: 18th		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		☐ Yes	This application was made available to the state EO 12372 process for review on DATE
		☒ No	Program is not covered by EO 12372
☐ Yes	☒ No	☐ N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
First Name: Jorge	Middle Initial: A.	Last Name: Rojas
Title: Program Manager – Grants	Phone: 559-661-3693	Fax: 559-674-2972
eMail: jrojas@cityofmadera.com	Grantee Website: cityofmadera.org	Other Contact
Signature of Authorized Representative		Date Signed: August 12, 2016

CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

☐ **This certification does not apply.**
☒ **This certification is applicable.**

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
   a. The dangers of drug abuse in the workplace;
   b. The grantee's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
9. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

	August 12, 2016
Signature/Authorized Official	Date

David R. Tooley

Name

City Administrator

Title

205 W. Fourth Street

Address

Madera, CA 93637

City/State/Zip

559-661-5400

Telephone Number

☐ **This certification does not apply.**
☒ **This certification is applicable.**

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2015, 2016, 2017, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

    However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

    The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

	August 12, 2016
Signature/Authorized Official	Date

David R. Tooley

Name

City Administrator

Title

205 W. Fourth Street

Address

Madera, CA 93637

City/State/Zip

559-661-5400

Telephone Number

☒ **This certification does not apply.**
☐ **This certification is applicable.**

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

☒ **This certification does not apply.**
☐ **This certification is applicable.**

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

☒ **This certification does not apply.**
☐ **This certification is applicable.**

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

☒ **This certification does not apply.**
☐ **This certification is applicable.**

ESG Certifications

I, , Chief Executive Officer of **Error! Not a valid link.**, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.

2. The building standards requirement of 24 *CFR* 576.55.

3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.

4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.

5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.

7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.

8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.

9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.

10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related

authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.

12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.

13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official

Date

Name

Title

Address

City/State/Zip

Telephone Number

☐ **This certification does not apply.**
☒ **This certification is applicable.**

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Drug-Free Workplace Certification
1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
City of Madera	205 W. Fourth St.	Madera	Madera	CA	93637
City of Madera Parks Department	701 E. 5th Street	Madera	Madera	CA	93638
City of Madera Public Works Department	1030 S. Gateway Drive	Madera	Madera	CA	93637
Madera County Workforce Investment Corporation	441 E. Yosemite Ave.	Madera	Madera	CA	93638
Madera Coalition for Community Justice	126 N. B St.	Madera	Madera	CA	93638
Madera County Economic Development Commission	2425 W. Cleveland Ave.	Madera	Madera	CA	93637
Community Action Partnership of Madera County	1225 Gill Ave.	Madera	Madera	CA	93637
Pequeños Empresarios	414 Elm Street	Madera	Madera	CA	93638
Madera City Fire Department	200 S. Schnoor Ave.	Madera	Madera	CA	93637

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled
Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:
   a. All "direct charge" employees;
   b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
   c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

August 12, 2016

Signature/Authorized Official

Date

David R. Tooley

Name

City Administrator

Title

205 W. Fourth Street

Address

Madera, CA 93637

City/State/Zip

559-661-5400

Telephone Number

City of Madera 2016/2017 Community Development Block Grant Proposed Programs and Projects

Applicant	Summary	Amount Requested	Tab
City of Madera Grant Administration	Administrative activities, services and equipment purchases required to carry out the CDBG program. Coordination/compliance, reporting to HUD, developing agreements with subrecipients and contractors to carry out program activities and administration of the Downpayment Assistance and Owner-Occupied Residential Rehabilitation programs as needed.	166,970	**1**
Fresno/Madera Continuum of Care	To promote through regional collaboration quality homeless services, community linkage to services, access and data input in the Homeless Management Information System.	16,000	**2**
	Total Administration Requests:	**182,970**	
	Maximum Administration Allocation:	**166,970**	
Madera County Workforce Investment Corporation	Scholarships/sponsorships for vocational training and certification programs for low-income adults	64,000	**3**
Pequeños Empresarios, Inc.	To prepare young children to become entrepreneurs and professional individuals in their adult life. To improve reading, comprehension, verbal and written communication.	30,000	**4**
Madera Coalition for Community Justice Resilient Madera 1 & 2	To facilitate leadership training and academic excellence and to provide a support system to address unique challenges and instill coping skills, reduce stress and develop resilient leaders.	18,500	**5**
City of Madera Parks & Community Services Department	Senior nutrition, fitness, recreational and educational program	135,157	**6**
	Total Public Services Requests:	**247,657**	
	Maximum Public Services Allocation:	**125,227**	
City of Madera Parks & Community Services Department	To address Centennial Park's aging infrastructure such as concrete pool decking and associated drains, shade structures, ADA deficits, lack of exterior lighting and deteriorated exposed wood beams.	430,000	**7**
Madera City Fire Department	To purchase a new emergency generator.	25,000	**8**
City of Madera Public Works Department	To purchase and install solar powered LED street lights in CDBG Census Tracts 5.02, 6.01, 6.02, 8 and 9.	100,000	**9**
	Total Capital Improvements/Public Facilities Requests:	**555,000**	
	Maximum Capital Improvement/Public Facilities:	**555,656**	

TAB 1

CITY OF MADERA
COMMUNITY DEVELOPMENT
BLOCK GRANT

PROPOSED ACTIVITY WORKSHEET

ACTIVITY NAME: ___Administration_____

DESCRIPTION:

Describe what the activity will be in support of the Consolidated Plan and 2025 Vision Plan, how and when it will be accomplished as well as the proposed budget.

This activity funds management and operating costs for administering the CDBG program. It is directly linked to the Consolidated Plan and supports many of the 2025 Vision Plan policies. The City's Grant Administration will carry it out during the 2016/2017 program year with a proposed budget of $166,970.

STEP 1: ELIGIBILITY

A. Eligible Activity List

Determine if the activity falls within one or more of the categories listed among the basic eligible activities. If so, name the category. Otherwise stop. Go no further in qualifying the activity.

This activity falls within the Program Administration costs category.

B. Examples of Allowable Costs

Determine if the use of CDBG funds relates to one or more examples contained in the HUD Guide. If so, specify the allowable costs.

Staff salary and benefits, program operating expenses, training, software, hardware, postage/mailing, telephone, advertising, fair housing coordination, preparing program budgets, evaluating program results with stated objectives, monitoring and program coordination/compliance, reporting to HUD and developing agreements with subrecipients and contractors to carry out program activities and administration of the Downpayment Assistance and Owner-Occupied Residential Rehabilitation program as needed.

C. Additional Considerations

If necessary, note that the activity is subject to additional considerations and describe those circumstances.

Total allocation cannot exceed 20 percent of annual formula grant amount.

STEP 2: PROHIBITION

A. Ineligible Activity Review

Determine if the activity falls within one or more of the categories of prohibited activities. If so, name the category. Otherwise stop and go no further.

Not applicable.

B. Further Considerations

If any doubt exists about the above conclusion, engage in further consultation with local and Federal officials. Record the outcome of the consultations.

Not applicable.

STEP 3: NATIONAL OBJECTIVES

A. Determine if the activity meets the criteria for one or more of the national objectives. If so, name both the category of national objective and the criterion that it satisfies. Otherwise, stop and go no further.

Costs that are appropriately charged to this category are presumed to meet a CDBG national objective.

B. Records to be Maintained

Describe the records to be maintained that document compliance with the above national objective per one of the criteria. Place those records in the file accompanying this Worksheet.

Consolidated and Action Plan application, program descriptions, certifications; executed grant agreement, description, geographic location and budget for each activity; HUD monitoring correspondence, citizen participation compliance documentation; Fair Housing and Equal Opportunity records, environmental review records, documentation of compliance with other Federal requirements (e.g., Davis-Bacon, Uniform Relocation Act, Lead-Based Paint).

OTHER FEDERAL REQUIREMENTS

List the other Federal requirements that are applicable to this proposal and will necessarily be addressed in the future.

Not applicable.

WORKSHEET COMPLETED BY:

Roger Rajs

(Name)

Program Manager - Grants

(Title)

June 3, 2016

(Date)

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATION PROPOSAL APPLICATION
2016/2017

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED: March 21, 2015**

Legal Name of Agency: City of Madera

Program Name: CDBG Administration

Agency Address: 205 W. Fourth Street

City/Zip: Madera Telephone: 559-661-3693

Program Manager: Jorge Rojas FAX: 559-674-2972

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

This activity provides oversight in all areas of the CDBG program. Oversight includes the following areas:

- **consultant services**
- **providing subrecipients with training and capacity building**
- **providing staff and the public with Fair Housing training and oversight**
- **funding to remain current with, but not limited to training, regulations and CDBG components such as:**
  - **Davis Bacon Prevailing Wage**
  - **National Environmental Policy Act**
  - **Section 3**
  - **Minority Business and Disadvantage Business recruitment and contracting**
  - **Outcome and Performance Measurements**
  - **Integrated Disbursement and Information System Reporting**
  - **Economic Development**
  - **Continuum of Care coordination and capacity building**
  - **Downtown and historic preservation**
  - **Neighborhood Revitalization Strategies**
  - **Americans with Disabilities Act compliance and ensuring access to programs and facilities**
  - **Administration of the Downpayment Assistance and Owner-Occupied Residential Rehabilitation Programs**

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

Several agencies and City Departments carry out CDBG activities. They do not provide CDBG administrative services.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

The response to this question is similar to the previous one. We complement the funded projects and programs by providing oversight and guidance, but we do not duplicate their activities.

CDBG Administration provides oversight and guidance of funded projects. It does not duplicate their activities.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

Not applicable

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

Not applicable

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes ___X___ No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
GENDER	Female							
	Male							
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	____	American Indian or Alaska native AND White	____
Black/African American	____	Asian AND White	____
Asian	____	Black/African American AND White	____
American Indian or Alaska Native	____	American Indian/Alaska Native AND Black/African American	____
Native Hawaiian or Other Pacific Islander	____	Other:_____	____
Mexican/Chicano	____	Cuban	____
Puerto Rican	____	Other Hispanic/Latino:_____	____

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Our effectiveness is measured annually and documented in the Consolidated Annual Performance and Evaluation Report. This provides a summary of what we accomplished throughout the program year as well as the number of persons served and amount spent.

What National Objective does your program meet?

Administration of the CDBG program is exempt from meeting a National Objective.

Describe what measureable objectives your program meets?

Administration of the CDBG program is exempt from measureable objectives.

How will your program meet its goals in one year?

A function of Administration associated with the CDBG program is the oversight and monitoring associated with ensuring CDBG-funded programs meet their stated goals.

How does your proposal support the Vision Madera 2025 Action Plan?

The scope of activities funded with CDBG have the potential to advance an extensive number of the Vision Madera 2025 Action Plan's objectives. Funding requests are reviewed for consistency with CDBG regulations and, also, to promote the aspirations of the Vision Madera 2025 Action Plan.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Except the General Fund, no other sources are available.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

Not applicable.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Not applicable.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

Not applicable for Administrative program oversight.

When there is an overflow of clients, how is it determined whom to serve?

Not applicable for Administrative program oversight.

Is income criteria used to establish eligibility for services?

____ Yes __X__ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

____ Yes __X__ No (If yes, attach a copy of fee schedule.)

INCOME SOURCE	AMOUNT
CITY	
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY) **(CDBG)**	166,970
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	166,970

		AMOUNT
SALARIES		100,182
BENEFITS		43,412
TELEPHONE		1,000
ADVERTISING		2,000
OFFICE SUPPLIES		2,250
SOFTWARE (Non Fair Housing)		2,000
WEBSITE (Non Fair Housing)		2,000
MILEAGE		1,250
CONFERENCE/TRAINING (Non Fair Housing)		2,000
INTERFUND CHARGE-CENTRAL SUPPLY		300
CONTRACTS **Fair Housing Training and Audit Services, HOME Long-Term Monitoring**		10,576
	TOTAL	166,970

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet?

City Council serves as the governing board. Their meetings are the first and third Wednesday of every month.

What was the average number of Board members attending meetings last year?
_____7_____

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

___4___ Minimum ___7___ Maximum

Please provide the following information:

Date of Incorporation: __**March 27, 1907**_____
IRS Employer Number: _**94-6000365**_____

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

Name	Occupation	Term	District
Robert L. Poythress, Mayor	Vice President/Manager, Citizen's Business Bank	Elected 2012, Mayor term ending December 2016	At-Large
Vacant as of December 17, 2015			1
Andrew J. Medellin, Council Member	Owner, Andy's Sports and Design	Elected 2012, Council Member term ending December 2016	2
William Oliver, Council Member	Business Support Specialist, Fresno County Economic Development Corporation	Elected 2014, Council Member term expires December 2018	3
Derek O. Robinson, Sr., Council Member	Postal Service Retiree, Youth Counselor, Track Athlete and Coach	Elected 2012, Council Member term ending December 2016	4
Charles Flores Rigby, Mayor Pro Tem	Pastor, Valley West Christian Center; Boys Basketball and Golf Coach, Madera Unified School District	Mayor Pro Tem Term Ending December 2016; Elected 2014, Council Member term ending December 2018	5
Donald E. Holley, Council Member	Machine Operator, Jesse Owens Games Organizer, past NAACP President, MLK Committee Member	Elected 2012, Council Member term ending December 2016	6

FINANCIAL:

How often are financial records audited, and by whom?

_**Annually by Price Paige & Company**_____

Are the treasurer and/or other financial officers bonded? __**Yes**_____

If so, for how much? _____**$1 million**_____

List any judgments or pending lawsuits against the agency or program:

_**None.**_____

List any outstanding obligations: _

__**None.**_____

RESOLUTION/CERTIFICATION:

Not applicable at this time. The City Council will approve a resolution for the final 2016/2017 programs and projects in the Action Plan.

We, the Board of Directors of _____ do hereby resolve that on _____, 2016, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: _____

AGENCY NAME: _____

ADDRESS: _____

TELEPHONE: _____

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: _____
Grants Administrator

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**March 25, 2016, 12:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com

TAB 2

CITY OF MADERA
COMMUNITY DEVELOPMENT
BLOCK GRANT

PROPOSED ACTIVITY WORKSHEET

ACTIVITY NAME: __Fresno/Madera Continuum of Care_____

DESCRIPTION:

Describe what the activity will be in support of the Consolidated Plan and 2025 Vision Plan, how and when it will be accomplished as well as the proposed budget.

In 1995, HUD established the Continuum of Care (CoC) to provide resources to communities to implement community-wide, coordinated efforts for assessing and addressing the housing and service needs of individuals and families that were homeless or at risk of homelessness. The CoC coordinates homeless services and homelessness prevention activities across a specified geographic area. It supports the Consolidated Plan and 2025 Vision Plan as follows:

Program	Program Description	Con Plan Priority Rank	HUD Objective
Public Services: Homeless Services	To increase the awareness of the problems of homeless people or persons at risk of homelessness. To develop and carry out local strategies to create permanent solutions to address homeless persons and persons at risk of homelessness.	9	Decent Housing Suitable Living Environment

2025 Vision Plan Strategies	
No. 136	Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.

This activity is directly linked to the Consolidated Plan because addressing activities to assist homeless persons and persons at risk of homelessness is a requirement for the CDBG program. The Community Action Partnership of Madera County coordinates our local and regional efforts in partnership with the Fresno/Madera Continuum of Care. They are requesting $16,000 to administer our local CoC during our 2016/2017 program year.

STEP 1: ELIGIBILITY

A. Eligible Activity List

Determine if the activity falls within one or more of the categories listed among the basic eligible activities. If so, name the category. Otherwise stop. Go no further in qualifying the activity.

Program Administration
Low/Moderate Income Limited Clientele—Homeless Persons

B. Examples of Allowable Costs

Determine if the use of CDBG funds relates to one or more examples contained in the HUD Guide. If so, specify the allowable costs.

Staff salaries and benefits, office expenses, travel, training, consultant contracts (i.e., to increase capacity and to implement planning and coordination of local surveys to document characteristics of homeless persons and existing resources to assist homeless persons such as number of beds, access to health care, SSI, EBT, meal programs; and to prepare a Gaps Analysis, a Point-In-Time count and Homeless Management and Information System); costs associated with preparing and submitting applications for, yet not limited to, HUD Continuum of Care and Emergency Shelter Grant funds.

C. Additional Considerations

If necessary, note that the activity is subject to additional considerations and describe those circumstances.

A percentage of staff assigned to this activity also manages additional assistance programs and a women's shelter. Their time with these activities is not funded with CDBG. They are dependent on continued receipt of funds awarded through the state and federal sources as well as the CoC for management, maintenance and operation of their additional assistance programs and the women's shelter.

STEP 2: PROHIBITION

A. Ineligible Activity Review

Determine if the activity falls within one or more of the categories of prohibited activities. If so, name the category. Otherwise stop and go no further.

Not applicable.

B. Further Considerations

If any doubt exists about the above conclusion, engage in further consultation with local and Federal officials. Record the outcome of the consultations.

Not applicable.

STEP 3: NATIONAL OBJECTIVES

A. Determine if the activity meets the criteria for one or more of the national objectives. If so, name both the category of national objective and the criterion that it satisfies. Otherwise, stop and go no further.

Category: Benefit to low/moderate income persons
Criterion: Limited Clientele/Housing

B. Records to be Maintained

Describe the records to be maintained that document compliance with the above national objective per one of the criteria. Place those records in the file accompanying this Worksheet.

Documentation showing the activity is designed for exclusive use by a segment of the population presumed by HUD to be low/moderate and limited to homeless persons or at risk of homelessness, staff time cards, program operating expenditures and receipts for benefits, travel, training, consultant selection and agreement/contract including scope of service, costs and timeline.

OTHER FEDERAL REQUIREMENTS

List the other Federal requirements that are applicable to this proposal and will necessarily be addressed in the future.

Required certifications submitted with Annual Action Plan.

WORKSHEET COMPLETED BY:

(Name)

Program Manager - Grants

(Title)

June 3, 2016

(Date)

RECEIVED 3-24-16 J Rojas

ORIGINAL

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2016/2017

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED:** March 24, 2016

Legal Name of Agency: Community Action Partnership of Madera County, Inc.

Program Name: Fresno Madera Continuum of Care Ending Homelessness

Agency Address: 1225 Gill Avenue

City/Zip: Madera, 93637 Telephone: (559) 673-9173

Program Director: Elizabeth M. Wisener FAX (559) 673-3223

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

This application seeks to help address community challenges created by homelessness in Madera. Homeless Services and Facilities was identified as a "High Priority" on The City of Madera's 2015 - 2019 Consolidated Plan. The most recent homeless-point-in-time-count was conducted in January 2016 in Fresno and Madera Counties, but the results have not been published yet. For purposes of this grant application the data from the 2015 Homeless Point-In-Time Count will be used to support how the need was identified. The 2015 Count Report enumerated 196 unsheltered homeless people and 68 sheltered homeless for a total of 264. Because of the support of the City of Madera with the CDBG grant, progress is being made on the Madera County's Ten Year Plan to End Homelessness that was put into place in 2011. Even though progress has occurred, there is more work that needs to be done. Below is a summary of the progress that is being made towards ending homelessness in Madera County:

HOMELESS POINT-IN-TIME COUNT HISTORY FOR THE COUNTY OF MADERA						
DESCRIPTION	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**
Sheltered	161	177	90	90	111	68
Unsheltered	365	551	551	242	221	196
Total	526	728	641	332	332	264
Percent Increase/ Decrease From Prior Year		38.40%	-11.95%	-48.21%	0.00%	-20.48%

The change in homelessness from 2010 to 2015 has declined by 262 or 49.8 %. The ongoing CDBG support that has been provided by the City of Madera has helped to make this happen.

If this funding request is awarded, CAPMC will assist the City of Madera in achieving the SP-45 Goal regarding Homeless Prevention as listed on page 147 of the City of Madera 2015 – 2019 Consolidated Plan.

The funding request also lines up with SP-60 Homeless Strategy as outlined on page 152 of the City of Madera 2015 – 2019 Consolidate Plan. This strategy outlines actions the City will take to address homelessness. The strategy includes a statement that the City will work with and support CAPMC. The Plan also shares that the City intends to continue supporting the Fresno Madera Continuum of Care and the Madera County Homeless Coalition.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

Madera homeless service providers include the following entities: The Madera Rescue Mission which provides emergency shelter services and transitional programs for the homeless, the Community Action Partnership of Madera County (CAPMC) operates both a Domestic Violence Shelter and the Shunammite Place; a permanent supportive housing program that provides housing for chronically homeless women, a men's Victory Outreach program, Turning Point operates Serenity Village in Oakhurst which is a permanent supportive housing program for men, and the Effie Kennon Ranch men's program in Fairmead. Please see the schedule below for a more complete list.

In addition, CAPMC is a member of the Fresno-Madera Continuum of Care (FMCoC); the Community Services Program Manager serves both on the Board of Directors and the Executive Committee. The Resident Manager of the Shunammite Place serves as the alternate board member. The FMCoC is comprised of homeless service providers who meet monthly to

collaborate, develop and improve on a community-wide systematic approach to addressing the needs of the homeless population. Per the Housing and Urban Development (HUD) regulations, it is required that agencies receiving homeless funding be members of a HUD recognized Continuum of Care, and the Shunammite Place is funded predominately by HUD.

In addition, the table below depicts the progress that has been made over the last 5 years in building capacity to serve the homeless.

Five-Year Comparison of Madera County Homeless Projects

Madera County Homeless Programs in 2010			Madera County Homeless Programs in 2015		
Count	Program	Housing Capacity	Count	Program	Housing Capacity
1	CAPMC - Shunammite Place	15	1	CAPMC - Shunammite Place	15
2	CAPMC - Martha Diaz Battered Women's Shelter	18		CAPMC - Martha Diaz Battered Women's Shelter	18
3	Madera Behavior Health- Madera Project	4	2	Madera Behavioral Health- Madera Project	4
4	DSS - Once-in-a-lifetime housing assistance	**		Madera Behavioral Health - Chowchilla Project	8
5	Madera Housing Authority Family Unification	16	3	DSS - Once-in-a-lifetime housing assistance	**
6	Madera Housing Authority VASH Program (Vets)	50	4	Madera Housing Authority Family Unification	16
7	Madera Rescue Mission	132	5	Madera Housing Authority VASH Program (Vets)	50
			6	Madera Rescue Mission	132
			7	Turning Point - Serenity Village in Oakhurst	7
			8	Effie Kennon Ranch	10
			9	DSS - CalWorks Assistance	**
			10	Victory Outreach Mens Home	10
			11	ClearView Outreach	30
	Total Bed Capacity	**235**		**Total Bed Capacity**	**300**

Notes:
Housing capacity increase by 65 or 27.65% in the last 5 years.
The chart above depicts rough estimates. If an ** is listed by housing capacity, the housing capacity is unknown.
Clearview Outreach shared that they helped house about 30 homeless people in 2015. They don't receive funding from a State or Federal entity. Their church provides assistance to homeless people to help them get off of the streets.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

The Fresno-Madera Continuum of Care (FMCoC) invites nonprofit service providers, government entities, business, and individuals to join in the efforts to end homelessness in the community by becoming a member of the FMCoC. FMCoC does not duplicate or provide direct services, but enhances and compliments all other homeless services within the FMCoC region through the ability to standardize services, provide the mandated Federal organization of service providers and the community members, and enables the region to apply for or receive $7,589,285 annually in HUD homeless funds. Without the FMCoC, a Madera County entity would not be eligible to apply for HUD funds which provide operational and supportive services for the Shunammite Place permanent supportive housing and Serenity Village in Oakhurst.

The FMCoC is a federally mandated homeless organization that serves as the Continuum of Care for the cities of Fresno, Madera, Clovis and all municipalities within Fresno and Madera Counties. As such, FMCoC is dedicated to increasing the awareness of the problems of people

who are homeless and to the development and carrying out of local strategies to create permanent solutions to homelessness in our community. In the coming fiscal year, the FMCoC will carry out its mission by promoting and implementing these strategies to end homelessness.

This grant will pay for the personnel that will assist the FMCoC with awareness activities related to homeless issues within the City of Madera.

Some of the activities that the CAPMC staff will be responsible for are:

a. Ensure that the goals and objectives of the 10-year Plan to End Homelessness are being met and reported to the City of Madera and the Madera Homeless Coalition.

b. Coordinate the Madera Homeless Coalition meetings.

c. Organize and participate in activities to bring community awareness to the homeless populations and their issues.

d. Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless; including the Annual Homeless Awareness Day event.

e. Seek new funding sources to serve the homeless population.

f. Plan and coordinate the HUD mandated 2017 Homeless Point-In-Time Count

The funding of the CDBG grant is vital to the on-going support for the homeless of Madera County. Because of the funding of the CDBG grant, CAPMC has remained an active participant on the FMCoC Executive Board, by attending monthly meetings, and serving on the FMCoC service committees. CAPMC has essentially become the voice of Madera on the Continuum. The CAPMC staff then share news from the Continuum with members of the Madera County Homeless Coalition. Without participation from an entity in Madera, Madera County would not be eligible to apply for HUD funding to expand housing services to the homeless in Madera. This funding is vital part of the success of Madera County's 10 Year Plan to End Homelessness.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

The 2015 Homeless Point-In-Time Count indicated there are 196 individuals were identified as unsheltered homeless. Within the city limits of Madera, 132 were found living on the streets.

State the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months)

CAPMC does not intend to provide direct services to clients with this funding source.

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes ___X___ No

If yes, <u>explain</u>:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
GENDER	Female							
	Male							
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	**NO.**	**RACE**	**NO.**
White	____	American Indian or Alaska native AND White	____

Black/African American	_____	Asian AND White	____
Asian	_____	Black/African American AND White	____
American Indian or Alaska Native	_____	American Indian/Alaska Native AND Black/African American	____
Native Hawaiian or Other Pacific Islander	_____	Other:_____	____
Mexican/Chicano	_____	Cuban	____
Puerto Rican	_____	Other Hispanic/Latino:_____	____

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

What National Objective does your program meet?

Although this grant application does not directly relate to the three designated National Objectives, the scope of work of a Continuum of Care Coordinator or similar position is eligible under the CDBG program as administrative cost. Please fund this application out of the administrative cost. As a reference, please see HUD Information Bulletin CPD-01-020.

Describe what measureable objectives your program meets?

1. Support activities of Madera County Homeless Coalition by coordinating and participating in Homeless Coalition meetings. The measurable performance indicator will be tracking participating in meetings.

Goal: Advocacy for Homeless				
Specific Objective	**Source of Funds**	**Year**	**Performance Indicator**	**Expected Number**
Support activities of Madera Homeless Coalition by facilitating the Madera County Homeless Coalition meetings	CDBG and other funds as available	2016/2017	Participate in meetings	6

2. CAPMC will have active membership on the Fresno-Madera Continuum of Care. Membership on the Continuum is vital because often the only representatives present at Continuum meetings

from Madera are those from CAPMC. The CAPMC staff then communicates information from the Continuum to the Madera Homeless Coalition. The measureable performance indicator will be participation in meetings.

Goal: Advocacy for Homeless				
Specific Objective	**Source of Funds**	**Year**	**Performance Indicator**	**Expected Number**
CAPMC will have active membership on the Fresno-Madera Continuum of Care.	CDBG and other funds as available	2016/2017	Participate meetings	24

3. CAPMC will work with Madera Homeless Coalition to plan and facilitate a Homeless Awareness Day for Homeless people in the city of Madera.

Goal: Advocacy for Homeless				
Specific Objective	**Source of Funds**	**Year**	**Performance Indicator**	**Expected Number**
Plan and facilitate a Homeless Awareness Day for Homeless people in the city of Madera.	CDBG and other funds as available	2016/2017	Event	1

4. CAPMC will plan and coordinate the 2017 Homeless Point-In-Time Count.

Goal: Advocacy for Homeless				
Specific Objective	**Source of Funds**	**Year**	**Performance Indicator**	**Expected Number**
Plan and facilitate a Homeless Point-In-Time Count	CDBG and other funds as available	2016/2017	Event	1

How will your program meet its goals in one year?

The program will monitor and report on performance indicators on a quarterly basis to the City of Madera. We will know that it has met its goals in one year if the performance indicators listed above reach the expected numbers.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

The CAPMC Staff who provide serve on the FMCoC are funded out of multiple sources. Funding is needed to cover the indirect cost associated with this grant application. The CDBG funding allows us to maximize resources to provide more comprehensive services to the homeless.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

Each year, CAPMC solicits in-kind donations from several sources to provide much needed assistance for homeless awareness day and the homeless point-in-time count. A dollar value has not been assigned from the donations, but the events would not be successful without the additional support. This past year we received 100 donated boxed lunches to pass out to the homeless for homeless awareness day, hygiene kit supplies, blankets, tee-shirts for volunteers for the homeless count, meals for the volunteers for both homeless awareness day and the homeless count. We do not have specific commitments for the 2016-2017 year, but Madera businesses are more than willing to support these types of community events.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

CAPMC has the support of the Madera County Homeless Coalition members and the Fresno-Madera Continuum of Care members to continue facilitating and coordinating the homeless activities of the Coalition. Attached are nine support letters that were received from the following agencies:

- The Madera County Food Bank
- Madera County Workforce Development Board
- Department of Veterans Affairs
- Madera County Behavioral Health Services

- Sierra Vista Presbyterian Church
- Salvation Army
- Clearview Outreach
- Department of Social Services County of Madera
- Hope House

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

CAPMC does not intend to provide direct services to clients with this funding source.

When there is an overflow of clients, how is it determined whom to serve?

The Centralized/Standardized intake process that is utilized by the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and replacement of homeless into appropriate and available programs. This is one of the mandated services and homeless project implementations that HUD has required implementation by all CoC's. Further, within our FMCoC and the Madera Homeless Coalition ongoing dialogue and interagency cooperation assist in ensuring that all clients' needs are met.

Is income criteria used to establish eligibility for services?

CAPMC does not intend to provide direct services to clients with this funding source.

_____ Yes _____ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

CAPMC does not intend to provide direct services to clients with this funding source.

____ Yes _____ No (If yes, attach a copy of fee schedule.)

INCOME SOURCE	AMOUNT
CITY	
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY) CDBG	$16,000
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	$16,000

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	$9,073
BENEFITS	0150	$2,296
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	$332
CONSULTANT SERVICES	0300	$1,000
OFFICE EXPENSE	0350	$30
OFFICE RENTAL	0400	$831
EQUIPMENT RENTAL	0450	
UTILITIES	0500	$148
TRAVEL (ADMIN.)	0550	$1,000
FOOD SUPPLIES	0600	
CONTRACTS	0650	$155
TRANSPORTATION	0700	$1,135
FUND RAISING	0750	
TOTAL		$16,000

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 9

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

15 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 1965

IRS Employer Number: 94-1612823

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

How often are financial records audited, and by whom?

CAPMC is audited once a year by Randolph E. Scott & Company

Are the treasurer and/or other financial officers bonded? Yes

If so, for how much? $200,000

List any judgments or pending lawsuits against the agency or program:

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Community Action Partnership of Madera County, Inc. do hereby resolve that on February 11, 2016, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: February 11, 2016

AGENCY NAME: Community Action Partnership of Madera County, Inc.

ADDRESS: 1225 Gill Avenue, Madera, CA. 93637

TELEPHONE: (559) 673-9173

By: _____
Chairperson of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: _____
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE: **March 25, 2016, 12:00 p.m.**

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

Community Action Partnership of Madera County
Board of Directors

Representing	Date Seated	Board Member	Phone #	Term Expires
PUBLIC OFFICIALS				
Department of Social Services	05/01/09	**Kelly Woodard** Social Services Director P.O. Box 569 (Mail) 700 East Yosemite Avenue Madera, CA 93639	Office: 675-7841 Email: kelly.woodard@co.madera.ca.us	**n/a**
Alternate **Executive Committee Member** **Expires October 2016**	09/13/12	**Miguel Gonzalez** Program Manager P.O. Box 569 (Mail) 629 East Yosemite Avenue Madera, CA 93639	Office: 675-7841 Email: miguel.gonzalez@co.madera.ca.us	**n/a**
Madera Unified School District **Education Expertise**	6/12/14	**Laura Tanner-McBrien** Madera Unified School District 1902 Howard Road Madera, CA 93637	Office: 675-4500 Ext ____ DOB	**n/a**
Alternate	12/11/14	**Victor Villar** Madera Unified School District Director of Special Services 1902 Howard Road Madera, CA 93637	Office: 675-4500 Ext 223	**n/a**
Board of Supervisors **Business Administration Expertise**	01/01/13	**Rick Farinelli** Madera County Board of Supervisors 200 West 4th Street Madera, CA 93637	Office: 675-7700 Direct: 662-6113 Cell: 706-5386 Email: DOB 11/29/50	**n/a**
Alternate	01/11/2011	**Max Rodriguez** Madera County Board of Supervisors 200 West 4th Street Madera, Ca. 93637		**n/a**
Madera City Council	01/01/15	**Donald E. Holley** Madera City Hall 205 W. Fourth Street Madera, CA 93637 613 South "B" Street Madera, CA 93638	cell- (559)706-9394 Email: deholley@nationwide.net DOB Home: (559)674-9787	**n/a**
Alternate	01/01/15	**William Oliver** Madera City Hall 205 W. Fourth Street Madera, CA 93637	Cell: (559)474-0303 Email: Woliver21@gmail.com	**n/a**
City of Chowchilla **Business Administration Expertise** **Chairperson** **Expires October 2016**	03/10/09	**Dennis Haworth** 130 S. Second St. Chowchilla, CA 93610	Home: 665-7885 Cell: 474-2320 Email:dhaworth@maderacap.org	**n/a**
Alternate	01/01/15	**Mary Gaumnitz** 130 S. Second St.. Chowchilla, CA 93610	Day: Cell: E-mail:	**n/a**

PRIVATE SECTOR

Madera Chamber of Commerce **Community Affairs Expertise** **Vice Chairperson** **Expires October 2016**	12/10/09	**Dennis Smith** 1808 Howard Road Madera, CA 93637	Day: 674-8542 Cell: 232-7777 Email: dsmith@maderacap.org	***12/10/14*** (1st term) ***12/10/19*** (2nd term)
Policy Council – Regional Head Start	10/1/2015	**Brenda Camarillo** 801 North Granada Apt #42C Madera, CA 93637	Cell: (559)479-1255 (559)718-8994 Camarillo.brenda08.bc@gmail.com	
Fiscal Management / Accounting	02/10/11	**Emlen Miles-Mattingly** 2649 Kimberly Drive Madera, Ca. 93637	Home 307-0767 Cell: 681-9838 Email: emattingtly@maderacap.org	**02/10/16** (1st term) **02/10/21** (2nd term)
VACANT	9/1/15			
Early Childhood Education and Development *(Designated 5/15/09)* **Executive Committee Member** **Expires October 2016**	10/8/09	**Kathy Lopes** 2378 Trevor Way Madera, CA 93637	Home: 674-7044 Cell: 871-6025 Email: klopes@maderacap.org	**10/08/14** *(1st term)* **10/08/19** *(2nd term)*

TARGET AREAS

Central Madera/Alpha (Homeless Representative)	10/9/14	**Cynthia Russell** Shunammite Place	(559)664-8212 (Shunammite Place Phone)	**09/06/17** **(2nd term of previous member)**
Alternate				**N/A**
Eastern Madera County	12/1/15	Tyson Pogue	tpogue@co.madera.ca.gov	**12/1/20** *(1st term)* **12/1/25**
Alternate				
Eastside/Parksdale **Secretary/Treasurer** **Expires October 2016**	04/12/09	**Ruth Carral** 2300 Riverview Drive #104 Madera, CA 93637 13295 Fern Street Madera, CA 93638	Home: 673-1124 Cell: 977-4654 Email: rcarral@maderacap.org	**04/12/14** *(1st term)* **04/12/19** *(2nd term)*
Alternate	04/12/09	Maxine Barnett 900 South A Street Madera, CA 93638	Home: 674-1695 None	N/A
Fairmead/ Chowchilla **Executive Committee Member** **Expires October 2016**	3/11/2010	**Caroline Williams** 981 Suburban Avenue Madera, CA 93637	Home: 665-5290 Cell: 974-4749 Email: cwilliams@maderacap.org	***3/11/15*** *(1st term)* ***3/11/20*** *(2nd term)*
Alternate		Vacant		
Monroe/Washington	11/13/14	Pat Marquardt 1121 Dellavalle Ave Madera, CA 93638	Home: Work: Cell: (559)706-8938 Email:	***11/13/19*** *(1st term)* ***11/13/24*** *(2nd term)*

Revised 11/13/15

Committees

Executive Committee
Dennis Haworth, Chairperson
Dennis Smith, Vice Chairperson
Ruth Carral – Sec/Treasurer
Miguel Gonzales
Kathy Lopes
Caroline Williams

Personnel Committee
Cynthia Russell
Dennis Haworth
Kathy Lopes
Donald Holley

Finance Committee
Emlen Miles-Mattingly
Rick Farinelli
Ruth Carral
Donald Holley

Legal Council
Russell K. Ryan, Esq.
Motschiedler, Michaelides & Wishon, LLP
1690 West Shaw Avenue, Suite 200
Fresno, California 93711
Telephone: (559) 439-4000

MADERA COUNTY FOOD BANK

THE ♥ OF COMMUNITY MATTERS

To Whom It May Concern: February 17, 2016

The Madera County Food Bank is pleased to provide this letter of support for Community Action Partnership of Madera County's (CAPMC) Community Development Block Grant (CDBG) application that is being submitted to the City of Madera to end homelessness and to encourage CAPMC to continue the supportive efforts.

The Community Action Partnership of Madera County, Inc. (CAPMC), a 501c (3) non-profit corporation organized in 1965, was formed to advocate, develop and operate programs and services that allow individuals and families to acquire skills and knowledge, gain access to new opportunities, and achieve their full potential. CAPMC carries out its mission, *helping people, changing lives and making our community a better place to live by providing resources and services that inspire personal growth and independence,* through a variety of means. One way this is accomplished is by partnering with other community-based organizations to address unmet needs within our community.

The CDBG funding will enable CAPMC to continue its partnership with the Fresno Madera Continuum of Care to collaboratively reduce homelessness in Fresno and Madera Counties.

With assistance of the CDBG funding, CAPMC will seek to accomplish the following:

- Ensure the goals and objectives of the 10 Year Plan to End Homelessness are being met and reported to the City of Madera and Madera County Homeless Coalition.
- Seek ongoing support to the homeless of Madera County.
- Coordinate Madera County Homeless Coalition meetings. Report on activities of the Fresno Madera Continuum of Care (FMCoC) meetings to the Homeless Coalition and then report back to the FMCoC on activities of the Coalition.
- Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless.
- Plan and coordinate the HUD mandated homeless-point-in-time count in January 2017.

CAPMC supports the Fresno Madera Continuum of Care's endeavors to end homelessness of families in our community. CAPMC believes the Fresno Madera Continuum of Care members are taking the steps necessary to ensure the on-going success of this program. I look forward to continuing to work with CAPMC to end homelessness in the Madera area.

Sincerely,

Ryan McWherter
Executive Director

WORKFORCE DEVELOPMENT BOARD of MADERA COUNTY

February 17, 2016

Re: Letter of Support for Community Action Partnership of Madera County's Community Development Block Grant Application

To Whom It May Concern:

The Workforce Development Board of Madera County is pleased to provide this letter of support for Community Action Partnership of Madera County's (CAPMC) Community Development Block Grant (CDBG) application that is being submitted to the City of Madera to end homelessness and to encourage CAPMC to continue the supportive efforts.

The Community Action Partnership of Madera County, Inc. (CAPMC), a 501c (3) non-profit corporation organized in 1965, was formed to advocate, develop and operate programs and services that allow individuals and families to acquire skills and knowledge, gain access to new opportunities, and achieve their full potential. CAPMC carries out its mission, *helping people, changing lives and making our community a better place to live by providing resources and services that inspire personal growth and independence,* through a variety of means. One way this is accomplished is by partnering with other community-based organizations to address unmet needs within our community.

The CDBG funding will enable CAPMC to continue its partnership with the Fresno Madera Continuum of Care to collaboratively reduce homelessness in Fresno and Madera Counties.

With assistance of the CDBG funding, CAPMC will seek to accomplish the following:

- Ensure the goals and objectives of the 10 Year Plan to End Homelessness are being met and reported to the City of Madera and Madera County Homeless Coalition.
- Seek ongoing support to the homeless of Madera County.
- Coordinate Madera County Homeless Coalition meetings. Report on activities of the Fresno Madera Continuum of Care (FMCoC) meetings to the Homeless Coalition and then report back to the FMCoC on activities of the Coalition.
- Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless.
- Plan and coordinate the HUD mandated homeless-point-in-time count in January 2017.

CAPMC supports the Fresno Madera Continuum of Care's endeavors to end homelessness of families in our community. CAPMC believes the Fresno Madera Continuum of Care members are taking the steps necessary to ensure the on-going success of this program. I look forward to continuing to work with CAPMC to end homelessness in the Madera area.

Sincerely,

Elaine M. Craig

Elaine M. Craig, Executive Director
Workforce Development Board of Madera County

DEPARTMENT OF VETERANS AFFAIRS
VA Central California Healthcare System
2615 East Clinton Avenue
Fresno CA 93703-2286

February 17, 2016

Re: Letter of Support for Community Action Partnership of Madera County's Community Development Block Grant Application

To Whom It May Concern:

VACCHCS is pleased to provide this letter of support for Community Action Partnership of Madera County's (CAPMC) Community Development Block Grant (CDBG) application that is being submitted to the City of Madera to end homelessness and to encourage CAPMC to continue the supportive efforts.

The Community Action Partnership of Madera County, Inc. (CAPMC), a 501c(3) non-profit corporation organized in 1965, was formed to advocate, develop and operate programs and services that allow individuals and families to acquire skills and knowledge, gain access to new opportunities, and achieve their full potential. CAPMC carries out its mission, *helping people, changing lives and making our community a better place to live by providing resources and services that inspire personal growth and independence,* through a variety of means. One way this is accomplished is by partnering with other community-based organizations to address unmet needs within our community.

The CDBG funding will enable CAPMC to continue its partnership with the Fresno Madera Continuum of Care to collaboratively reduce homelessness in Fresno and Madera Counties.

With assistance of the CDBG funding, CAPMC will seek to accomplish the following:

- Ensure the goals and objectives of the 10 Year Plan to End Homelessness are being met and reported to the City of Madera and Madera County Homeless Coalition.
- Seek ongoing support to the homeless of Madera County.
- Coordinate Madera County Homeless Coalition meetings. Report on activities of the Fresno Madera Continuum of Care (FMCoC) meetings to the Homeless Coalition and then report back to the FMCoC on activities of the Coalition.
- Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless.
- Plan and coordinate the HUD mandated homeless-point-in-time count in January 2017.

CAPMC supports the Fresno Madera Continuum of Care's endeavors to end homelessness of families in our community. CAPMC believes the Fresno Madera Continuum of Care members are taking the steps necessary to ensure the on-going success of this program. I look forward to continuing to work with CAPMC to end homelessness in the Madera area.

Sincerely,

Lisa Canty
Chief Social Work Service

MADERA COUNTY
BEHAVIORAL HEALTH SERVICES
Administration

DENNIS P. KOCH, MPA
DIRECTOR OF BEHAVIORAL HEALTH SERVICES
•MENTAL HEALTH DIRECTOR
•ALCOHOL/DRUG PROGRAM ADMINISTRATOR

P.O. BOX 1288
MADERA, CA 93639-1288
PHONE (559) 673-3508 TTY (800) 735-2922
FAX (559) 675-4999
CONFIDENTIAL FAX (559) 661-2818

February 17, 2016

Re: Letter of Support for Community Action Partnership of Madera County's Community Development Block Grant Application

To Whom It May Concern:

Madera County Behavioral Health Services is pleased to provide this letter of support for Community Action Partnership of Madera County's (CAPMC) Community Development Block Grant (CDBG) application that is being submitted to the City of Madera to end homelessness and to encourage CAPMC to continue the supportive efforts.

The Community Action Partnership of Madera County, Inc. (CAPMC), a 501c (3) non-profit corporation organized in 1965, was formed to advocate, develop and operate programs and services that allow individuals and families to acquire skills and knowledge, gain access to new opportunities, and achieve their full potential. CAPMC carries out its mission, *helping people, changing lives and making our community a better place to live by providing resources and services that inspire personal growth and independence,* through a variety of means. One way this is accomplished is by partnering with other community-based organizations to address unmet needs within our community.

The CDBG funding will enable CAPMC to continue its partnership with the Fresno Madera Continuum of Care to collaboratively reduce homelessness in Fresno and Madera Counties.

With assistance of the CDBG funding, CAPMC will seek to accomplish the following:

- Ensure the goals and objectives of the 10 Year Plan to End Homelessness are being met and reported to the City of Madera and Madera County Homeless Coalition.
- Seek ongoing support to the homeless of Madera County.
- Coordinate Madera County Homeless Coalition meetings. Report on activities of the Fresno Madera Continuum of Care (FMCoC) meetings to the Homeless Coalition and then report back to the FMCoC on activities of the Coalition.
- Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless.
- Plan and coordinate the HUD mandated homeless-point-in-time count in January 2017.

CAPMC supports the Fresno Madera Continuum of Care's endeavors to end homelessness of families in our community. CAPMC believes the Fresno Madera Continuum of Care members are taking the steps necessary to ensure the on-going success of this program. I look forward to continuing to work with CAPMC to end homelessness in the Madera area.

Sincerely,

Dennis P. Koch
Director

Sierra Vista
PRESBYTERIAN CHURCH

February 17, 2016

Re: Letter of Support for Community Action Partnership of Madera County's Community Development Block Grant Application

To Whom It May Concern:

(*insert organization name*) is pleased to provide this letter of support for Community Action Partnership of Madera County's (CAPMC) Community Development Block Grant (CDBG) application that is being submitted to the City of Madera to end homelessness and to encourage CAPMC to continue the supportive efforts.

The Community Action Partnership of Madera County, Inc. (CAPMC), a 501c (3) non-profit corporation organized in 1965, was formed to advocate, develop and operate programs and services that allow individuals and families to acquire skills and knowledge, gain access to new opportunities, and achieve their full potential. CAPMC carries out its mission, *helping people, changing lives and making our community a better place to live by providing resources and services that inspire personal growth and independence,* through a variety of means. One way this is accomplished is by partnering with other community-based organizations to address unmet needs within our community.

The CDBG funding will enable CAPMC to continue its partnership with the Fresno Madera Continuum of Care to collaboratively reduce homelessness in Fresno and Madera Counties.

With assistance of the CDBG funding, CAPMC will seek to accomplish the following:

- Ensure the goals and objectives of the 10 Year Plan to End Homelessness are being met and reported to the City of Madera and Madera County Homeless Coalition.
- Seek ongoing support to the homeless of Madera County.
- Coordinate Madera County Homeless Coalition meetings. Report on activities of the Fresno Madera Continuum of Care (FMCoC) meetings to the Homeless Coalition and then report back to the FMCoC on activities of the Coalition.
- Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless.
- Plan and coordinate the HUD mandated homeless-point-in-time count in January 2017.

CAPMC supports the Fresno Madera Continuum of Care's endeavors to end homelessness of families in our community. CAPMC believes the Fresno Madera Continuum of Care members are taking the steps necessary to ensure the on-going success of this program. I look forward to continuing to work with CAPMC to end homelessness in the Madera area.

Sincerely,

Michael Baird
Administrator
Sierra Vista Presbyterian Church

P. O. Box 2403 (39696 Highway 41) Oakhurst, CA 93644
Email: info@sierravistachurch.org
Phone: (559) 683-6742 Fax: (559) 683-6110
Website: www.sierravistachurch.org

THE SALVATION ARMY – MADERA
1816 HOWARD ROAD, #8 – MADERA CA 93637
(559)675-7002

February 17, 2016

To Whom It May Concern:

Re: Letter of Support for Community Action Partnership of Madera County's Community Development Block Grant Application

The Salvation Army Family Service & Ministry Center is pleased to provide this letter of support for Community Action Partnership of Madera County's (CAPMC) Community Development Block Grant (CDBG) application that is being submitted to the City of Madera to end homelessness and to encourage CAPMC to continue the supportive efforts.

The Community Action Partnership of Madera County, Inc. (CAPMC), a 501c (3) non-profit corporation organized in 1965, was formed to advocate, develop and operate programs and services that allow individuals and families to acquire skills and knowledge, gain access to new opportunities, and achieve their full potential. CAPMC carries out its mission, helping people, changing lives and making our community a better place to live by providing resources and services that inspire personal growth and independence, through a variety of means. One way this is accomplished is by partnering with other community-based organizations to address unmet needs within our community. The CDBG funding will enable CAPMC to continue its partnership with the Fresno Madera Continuum of Care to collaboratively reduce homelessness in Fresno and Madera Counties.

With assistance of the CDBG funding, CAPMC will seek to accomplish the following:

- Ensure the goals and objectives of the 10 Year Plan to End Homelessness are being met and reported to the City of Madera and Madera County Homeless Coalition.
- Seek ongoing support to the homeless of Madera County.
- Coordinate Madera County Homeless Coalition meetings. Report on activities of the Fresno Madera Continuum of Care (FMCoC) meetings to the Homeless Coalition and then report back to the FMCoC on activities of the Coalition.
- Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless.
- Plan and coordinate the HUD mandated homeless-point-in-time count in January 2017.

CAPMC supports the Fresno Madera Continuum of Care's endeavors to end homelessness of families in our community. CAPMC believes the Fresno Madera Continuum of Care members are taking the steps necessary to ensure the on-going success of this program. I look forward to continuing to work with CAPMC to end homelessness in the Madera area.

Sincerely,

Carrie Phillips
Director

February 17, 2016

Re: Letter of Support for Community Action Partnership of Madera County's Community Development Block Grant Application

To Whom It May Concern:

(*insert organization name*) is pleased to provide this letter of support for Community Action Partnership of Madera County's (CAPMC) Community Development Block Grant (CDBG) application that is being submitted to the City of Madera to end homelessness and to encourage CAPMC to continue the supportive efforts.

The Community Action Partnership of Madera County, Inc. (CAPMC), a 501c (3) non-profit corporation organized in 1965, was formed to advocate, develop and operate programs and services that allow individuals and families to acquire skills and knowledge, gain access to new opportunities, and achieve their full potential. CAPMC carries out its mission, *helping people, changing lives and making our community a better place to live by providing resources and services that inspire personal growth and independence,* through a variety of means. One way this is accomplished is by partnering with other community-based organizations to address unmet needs within our community.

The CDBG funding will enable CAPMC to continue its partnership with the Fresno Madera Continuum of Care to collaboratively reduce homelessness in Fresno and Madera Counties.

With assistance of the CDBG funding, CAPMC will seek to accomplish the following:

- Ensure the goals and objectives of the 10 Year Plan to End Homelessness are being met and reported to the City of Madera and Madera County Homeless Coalition.
- Seek ongoing support to the homeless of Madera County.
- Coordinate Madera County Homeless Coalition meetings. Report on activities of the Fresno Madera Continuum of Care (FMCoC) meetings to the Homeless Coalition and then report back to the FMCoC on activities of the Coalition.
- Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless.
- Plan and coordinate the HUD mandated homeless-point-in-time count in January 2017.

CAPMC supports the Fresno Madera Continuum of Care's endeavors to end homelessness of families in our community. CAPMC believes the Fresno Madera Continuum of Care members are taking the steps necessary to ensure the on-going success of this program. I look forward to continuing to work with CAPMC to end homelessness in the Madera area.

Sincerely,

DEPARTMENT OF SOCIAL SERVICES
COUNTY OF MADERA
700 E. YOSEMITE AVENUE / MADERA, CALIFORNIA 93638
P. O. BOX 569
(559) 675-7841 PHONE / (559) 675-7603 FAX

KELLY WOODARD, Director

An Equal Opportunity Employer

February 19, 2016

Re: Letter of Support for Community Action Partnership of Madera County's Community Development Block Grant Application

To Whom It May Concern:

The Madera County Department of Social Services is pleased to provide this letter of support for Community Action Partnership of Madera County's (CAPMC) Community Development Block Grant (CDBG) application that is being submitted to the City of Madera to end homelessness and to encourage CAPMC to continue the supportive efforts.

The Community Action Partnership of Madera County, Inc. (CAPMC), a 501c (3) non-profit corporation organized in 1965, was formed to advocate, develop and operate programs and services that allow individuals and families to acquire skills and knowledge, gain access to new opportunities, and achieve their full potential. CAPMC carries out its mission, "*Helping people, changing lives and making our community a better place to live by providing resources and services that inspire personal growth and independence*" through a variety of means. One way this is accomplished is by partnering with other community-based organizations to address unmet needs within our community.

The CDBG funding will enable CAPMC to continue its partnership with the Fresno Madera Continuum of Care, to collaboratively reduce homelessness in Fresno and Madera Counties.

With assistance of the CDBG funding, CAPMC will seek to accomplish the following:

- Ensure the goals and objectives of the 10 Year Plan to End Homelessness are being met and reported to the City of Madera and Madera County Homeless Coalition.
- Seek ongoing support to the homeless of Madera County.
- Coordinate Madera County Homeless Coalition meetings. Report on activities of the Fresno Madera Continuum of Care (FMCoC) meetings to the Homeless Coalition and then report back to the FMCoC on activities of the Coalition.
- Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless.
- Plan and coordinate the HUD mandated homeless-point-in-time count in January 2017.

CAPMC supports the Fresno Madera Continuum of Care's endeavors to end homelessness of families in our community. CAPMC believes the Fresno Madera Continuum of Care members are taking the steps necessary to ensure the on-going success of this program. I look forward to continuing to work with CAPMC to end homelessness in the Madera area.

I look forward to hearing of the approval and continuance of this project.

If you require any additional information please contact Kelly Woodard, Director at 559-675-7841.

Sincerely,

Kelly Woodard
Director

HOPE HOUSE

117 North R Street, Suite 103
Madera, California 93637

February 18, 2016

Re: Letter of Support for Community Action Partnership of Madera County's Community Development Block Grant Application

Dear Madera County Board of Supervisors,

Hope House is pleased to provide this letter of support for the Community Action Partnership of Madera County's (CAPMC) Community Development Block Grant (CDBG) application, submitted to the City of Madera to address and reduce homelessness.

The CDBG funding will enable CAPMC to continue its partnership with the Fresno Madera Continuum of Care to collaboratively reduce homelessness in Fresno and Madera Counties.

With assistance of the CDBG funding, CAPMC will seek to accomplish the following:

- Ensure the goals and objectives of the 10 Year Plan to End Homelessness are being met and reported to the City of Madera and Madera County Homeless Coalition.
- Seek ongoing support to the homeless of Madera County.
- Coordinate Madera County Homeless Coalition meetings. Report on activities of the Fresno Madera Continuum of Care (FMCoC) meetings to the Homeless Coalition and then report back to the FMCoC on activities of the Coalition.
- Provide outreach, education and information to the community on resources available for homeless people or those at-risk of becoming homeless.
- Plan and coordinate the HUD mandated homeless-point-in-time count in January 2017.

CAPMC supports the Fresno Madera Continuum of Care's endeavors to end homelessness in our community. Therefore, I am pleased to support CAPMC's Community Development Block Grant application.

Sincerely,

Alfonso Lopez,
Program Director

Phone: (559) 664-9021 Fax: (559) 664-9027

TAB 3

CITY OF MADERA
COMMUNITY DEVELOPMENT
BLOCK GRANT

PROPOSED ACTIVITY WORKSHEET

ACTIVITY NAME: _Madera County Workforce Investment Corporation_____

DESCRIPTION:

Describe what the activity will be in support of the Consolidated Plan and 2025 Vision Plan, how and when it will be accomplished as well as the proposed budget.

Program	Program Description	Priority	Con Plan Priority Rank	HUD Objective
Public Services: Youth Services	Includes programs engaging youth to provide job and employment training and life skills training.	High	2	Suitable Living Environment Expanded Economic Opportunities

2025 Vision Plan Strategy 215	Educational and Occupational Opportunities: Ensure educational and occupational opportunities are available for all Maderans	Lead Role	Supporting Role
Action 215.1	Promote available educational and occupational programs.	Madera County Workforce Development Office (now Investment Corporation)	Hispanic Chamber of Commerce

This activity will be accomplished during the 2016/2017 program year. It is requesting an allocation of $64,000.

STEP 1: ELIGIBILITY

A. Eligible Activity List

Determine if the activity falls within one or more of the categories listed among the basic eligible activities. If so, name the category. Otherwise stop. Go no further in qualifying the activity.

Public Services/Employment Services (e.g., job training)

B. Examples of Allowable Costs

Determine if the use of CDBG funds relates to one or more examples contained in the HUD Guide. If so, specify the allowable costs.

Employment-related internship, pre-apprenticeship, classroom and hands-on training expenses for equipment, CPR and OSHA certifications.

C. Additional Considerations

If necessary, note that the activity is subject to additional considerations and describe those circumstances.

Gross annual household income by household size certification and documentation.

STEP 2: PROHIBITION

A. Ineligible Activity Review

Determine if the activity falls within one or more of the categories of prohibited activities. If so, name the category. Otherwise stop and go no further.

Not applicable.

B. Further Considerations

If any doubt exists about the above conclusion, engage in further consultation with local and Federal officials. Record the outcome of the consultations.

Not applicable.

STEP 3: NATIONAL OBJECTIVES

A. **Determine if the activity meets the criteria for one or more of the national objectives. If so, name both the category of national objective and the criterion that it satisfies. Otherwise, stop and go no further.**

National Objective: Low/Moderate Income Person or Household
Category: Limited clientele

B. Records to be Maintained

Describe the records to be maintained that document compliance with the above national objective per one of the criteria. Place those records in the file accompanying this worksheet.

Data showing the size and annual income of the family of each person receiving the benefit, receipts for training expenses.

OTHER FEDERAL REQUIREMENTS

List the other Federal requirements that are applicable to this proposal and will necessarily be addressed in the future.

Submitted certifications with Action Plan.

WORKSHEET COMPLETED BY:

(Name)

Program Manager - Grants

(Title)

June 9, 2016

(Date)

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2016/2017

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED: February 18, 2016**

Legal Name of Agency: Madera County Workforce Investment Corporation

Program Name: SALT: Scholarships for Adult Learning and Training

Agency Address: 441 E. Yosemite Avenue

City/Zip: Madera Telephone: 559-662-4589

Program Director: Elaine M. Craig, Executive Director FAX: 559-673-1794

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

U.S. Census data from 2014 indicates that 26.9% of the population of the City of Madera live in households below the poverty level. In addition, the unemployment rate for the City of Madera, as published by the State of California Employment Development Department for the month of December 2015 was 8.7%, compared to the County of Madera at 10.1%, the State at 5.8% and National at 4.8%. The unemployment rate for the City of Madera, however, does not reflect the statistic of "Not in Labor Force" which is 40.7% of those 16 years and over. Approximately one half of the unemployed individuals who reside in Madera County live within the City of Madera. Compounding these issues of poverty and unemployment is the fact that 42% of those 25 and older in our area have less than High School diploma or equivalent, while less than 7.2% hold a Bachelor's degree and only 7.0% have an Associate's Degree. According to a report by the Center on Education and the Workforce at Georgetown University, 63% of the available jobs between now and 2018 will require at least come post-secondary training or education. To assist in addressing this need, the Madera County Workforce Investment Corporation is proposing a program offering scholarships or sponsorships for educational services (GED/HISET and High School Diploma Credit Recovery), vocational training, and certification programs. Any training will be followed with a work-based learning opportunity such as; paid internships, work experience and job shadowing with stipends at an organization or businesses in the sector in which the individual was trained, and related supportive services for low-income adult residents of the City of Madera. Programs offered will be targeted to the demand occupations in our area and could include programs in Health Care, Advanced Manufacturing, Transportation/Logistics, Agriculture, Renewable Energy and Tourism/Hospitality. In addition to these sectors, the Jump Start Pre-Apprenticeship program offered through a partnership with the Joint Apprenticeship

RECEIVED 2-18-2016

Training Committee and the local International Brotherhood of Electrical Workers will be available. The pre-apprenticeship program offers classroom and hands-on training resulting in a forklift certification, OSHA safety certification and CPR, resulting in access to apprenticeship opportunities in the Electrical, Plumbing and Pipe Fitting, and Sheet Metal trades, as well as certifications valued by local employers in the manufacturing, agriculture, warehousing/logistics, and transportation sectors. In addition, eligible participants will receive intensive career counseling and coaching for career pathway choices and options with training that allows maximum opportunity for stackable and portable certificates and credentials.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

None

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

As noted above, many individuals who are seeking employment are in need of a high school diploma or equivalent, post-secondary education or technical occupational skills training, licensing, or certification, particularly in the area of the trades and technology. Funding and resources for training continue to decline and have been reduced significantly in our area over the last eight years, while the demand for higher skilled workers has been increasing, particularly as we continue to climb out from the recession. This proposed program will increase access to training, and the critical need for the added component of a work based learning activity, as well as supportive services, such as mileage, books, testing fees, etc. that increase successful completion of training to eligible individuals, and will complement other resources and services available through other community agencies, without duplication of those services, while increasing each individual participant's ability to successfully locate, obtain, and retain employment in positions that will move them along the path to economic self-sufficiency.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

Approximately 5,000

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

20

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes ___X___ No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				7	11	2		
GENDER	Female	11						
	Male	9						
FEMALE HEAD	3							

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	7	American Indian or Alaska native AND White	____
Black/African American	2	Asian AND White	____
Asian	1	Black/African American AND White	____
American Indian or Alaska Native	____	American Indian/Alaska Native AND	

		Black/African American	__1__
Native Hawaiian or Other Pacific Islander	_____	Other:_____	____
Mexican/Chicano	__9___	Cuban	____
Puerto Rican	_____	Other Hispanic/Latino:_____	___

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

The program services will be evaluated using the same outcome metrics as other Workforce Innovation and Opportunity Act (WIOA) funded programs. Performance measurements will include the total number of individuals served, the number of individuals completing training and receiving a certificate/credential, and the number who enter employment, apprenticeship, or post-secondary education/training following completion of their program as well as job retention.

What National Objective does your program meet?

#1 – Activities Benefiting Lower Income Persons/Households

Describe what measureable objectives your program meets?

Increasing certificate, credential, and employment outcomes for the target population.

How will your program meet its goals in one year?

Training programs offered will range from four weeks for truck driving or pre-apprenticeship, up to eight months for Welding and Industrial Maintenance, and will be completed within the 12 month operating period.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Local Workforce Innovation and Opportunity Act (WIOA) funding (both allocated and grants), as well as CalWORKS and Department of Rehabilitation funds may be accessed/leveraged, based on the eligibility of the individuals served. Staff time and operating costs associated with providing services under this grant will be provided by funds other than CDBG.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

No fundraising is planned or anticipated.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

The Annual Local Strategic Plan has a public comment period and is available for review and comment. The public has an opportunity to provide feedback and input at any time during their participation with our program. In addition, quarterly and monthly meetings of the Workforce Development Board and their Executive Committee include public comment opportunities.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

Services will be provided to residents of the incorporated City of Madera.

When there is an overflow of clients, how is it determined whom to serve?

Priority of services shall be given to recipients of public assistance and other low income individuals and Veterans who reside within the City of Madera. Individuals who reside outside the City limits but within Madera County will only be served after the priority individuals listed above. Overflow customers will be offered the opportunity to access other training opportunities should funding be available. Basic Career Services is available to all customers who access the Job Center, such as: Resource Room, Resume, Job Search, Use of Computers, Fax and Phone, Registration in CalJobs and other job boards.

Is income criteria used to establish eligibility for services?

__X__ Yes _____ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

____ Yes __X___ No (If yes, attach a copy of fee schedule.)

INCOME SOURCE	AMOUNT
CITY	
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS/CLIENT SERVICES	0650	64,000
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? Five

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

5 Minimum 8 Maximum

Please provide the following information:

Date of Incorporation: May 9, 2012

IRS Employer Number: 45-5243432

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

How often are financial records audited, and by whom? Required by Uniform Guidance Part 200, annual Single Audit is performed by an outside auditing agency annually. Auditor: Morse Wittwer Sampson, LLP – copy of most recent audit will be provided upon request.

Are the treasurer and/or other financial officers bonded? No

If so, for how much? N/A

List any judgments or pending lawsuits against the agency or program:

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of the Madera County Workforce Investment Corporation do hereby resolve that on June 14, 2016, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: June 14, 2016

AGENCY NAME: Madera County Workforce Investment Corporation

ADDRESS: 441 E. Yosemite Avenue, Madera, CA 93638

TELEPHONE: 559-662-4589

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: _____
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**March 25, 2016, 12:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com

1965–2015
50 Years of Community Action!
community Action
PARTNERSHIP
OF MADERA COUNTY
Addressing the Needs of our Community

February 18, 2016

RE: Letter of Support for Madera County Workforce Investment Corporation
Community Development Block Grant Application

To Whom It May Concern:

The Community Action Partnership of Madera County, Inc. is pleased to provide this letter of support for the Madera County Workforce Investment Corporation's application for Community Development Block Grant (CDBG) funds from the City of Madera.

The Madera County Workforce Investment Corporation (MCWIC) is a 501(c)(3) non-profit corporation which operates the workforce development system in Madera County. The mission of the MCWIC is to empower and develop a highly-skilled workforce by providing specialized support and resources to job seekers and employers to increase the overall economic prosperity of the community.

The CDBG funding will support the efforts of the MCWIC in providing employment and training services to income-eligible adult residents of the City of Madera to increase their ability to obtain and retain employment that leads to family-sustaining wages.

The MCWIC has demonstrated successful outcomes operating workforce development, employment, and training programs for over 20 years and the CDBG funding will assist them in continuing to support the employment goals of income-eligible adult residents of the City of Madera. Our organization is pleased to support their efforts and continue to partner with MCWIC to benefit City residents.

Sincerely,

Mattie Mendez

Mattie Mendez,
Executive Director

1225 Gill Avenue • Madera, CA 93637 • www.maderacap.org
Administration/Community Servies (559) 673-9173 • Fax (559) 673-3223 • Child Care Resource & Referral (559) 675-8469 • Fax (559) 675-1497
Alternative Payment Program (559) 661-0779 • Fax (559) 661-0764 • Child Development Services (559) 673-0012 • Fax (559) 661-8459 • Victim Services (559) 661-1000/ (800) 355-8989 • Fax (559) 661-8389
Fresno Migrant Head Start • 4610 W. Jacquelyn Avenue • Fresno, CA 93722 • (559) 277-8641 • Fax (559) 277-2640

TAB 4

CITY OF MADERA
COMMUNITY DEVELOPMENT
BLOCK GRANT

PROPOSED ACTIVITY WORKSHEET

ACTIVITY NAME: ___Pequeños Empresarios, Inc.

DESCRIPTION:

Describe what the activity will be in support of the Consolidated Plan and 2025 Vision Plan, how and when it will be accomplished as well as the proposed budget.

Program	Program Description	Con Plan Priority Rank	HUD Objective
Public Services: Youth Services	To prepare young children to become entrepreneurs and professional individuals in their adult life. To improve reading, comprehension, verbal and written communication.	3	Suitable Living Environment Expanded Economic Opportunity

2025 Vision Plan Strategies	
No. 321	Accessible, Affordable Education: Develop a focus on accessible and affordable higher education for community members
No. 321.1	Create a coalition with the goal of raising Maderans' access to and use of higher education.

This is a one-year activity. The requested allocation is: $30,000.

STEP 1: ELIGIBILITY

A. Eligible Activity List

Determine if the activity falls within one or more of the categories listed among the basic eligible activities. If so, name the category. Otherwise stop. Go no further in qualifying the activity.

Public Services

B. Examples of Allowable Costs

Determine if the use of CDBG funds relates to one or more examples contained in the HUD Guide. If so, specify the allowable costs.

Staff salaries and benefits, office expense, utilities and contracts.

C. Additional Considerations

If necessary, note that the activity is subject to additional considerations and describe those circumstances.

The application proposes to serve the following number of unduplicated clients:

Age	6 - 12
	52

Some considerations to reflect upon this proposal are as follows:

STEP 2: PROHIBITION

A. Ineligible Activity Review

Determine if the activity falls within one or more of the categories of prohibited activities. If so, name the category. Otherwise stop and go not further.

Not applicable.

B. Further Considerations

If any doubt exists about the above conclusion, engage in further consultation with local and Federal officials. Record the outcome of the consultations.

Not applicable.

STEP 3: NATIONAL OBJECTIVES

A. Determine if the activity meets the criteria for one or more of the national objectives. If so, name both the category of national objective and the criterion that it satisfies. Otherwise, stop and go no further.

Public Services
Low/Moderate Income Clientele

B. Records to be Maintained

Describe the records to be maintained that document compliance with the above national objective per one of the criteria. Place those records in the file accompanying this Worksheet.

Records to be maintained consists, yet are not limited to, staff time cards, payroll and benefit records, expense receipts, environmental clearance, client household gross income by household size certification and Race/Ethnicity.

OTHER FEDERAL REQUIREMENTS

List the other Federal requirements that are applicable to this proposal and will necessarily be addressed in the future.

Certifications submitted with approved Action Plan.

WORKSHEET COMPLETED BY:

(Name)

Program Manager - Grants

(Title)

June 21, 2016

(Date)

RECEIVED 3-24-16

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2016/2017

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED:** 03-24-16

Legal Name of Agency: **Pequeños Empresarios, Inc.**

Program Name: **Pequeños Empresarios**

Agency Address: **414 Elm Street**

City/Zip: **Madera, CA 93638** Telephone: **(559) 718-4801**

Program Director: **Leonor Hipolito** FAX:

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

By the end of 2015, Madera, CA had an unemployment rate of 8.7%, which is 2.9% higher than the state percentage of 5.8% and 3.7% higher than the national average of 5.0% (http://www.homefacts.com/unemployment/California/Madera-County/Madera.html). This is a trend can not continue if Madera plans on growing and taking its place in California among all the other profitable cities and towns. Empresarios proposes to take an aggressive plan that will prepare young children to become entrepenuers and professional individuals in their adult life. This goal will be achieved by mentoring these children to become successful business individuals that will have a positive impact in reducing poverty levels in our community.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

Madera Adult School, State Center Community College District, and Timberline Education Center, LLC. are all educational facilities in Madera, CA that are charged with educating the masses to make Madera profitable.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

The above programs are all for adults. Our program starts the education early. Our future entrepreneurs get a positive, unequal start on business unlike any other. Unlike the adult programs, our children do not have a lifetime of bad habits to break. Our program will teach proper habits and skills needed to succeed not only in the business world, but in life as well.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

There are currently 10,247 children in the Madera education system (public and private) from elementary through high school (www.citydata.com). Currently, we are working with young children through elementary school. Our goal is to reach as many as possible.

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

We are currently teaching 25 students one day a week. Upon receiving the $30,000.00 grant from the CDBG we will be able to increase the number of students to 100 students four days a week.

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes ___X___ No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
		52						
GENDER	Female	30						
	Male	22						
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	20%	American Indian or Alaska native AND White	____

Black/African American	____	Asian AND White	____
Asian	____	Black/African American AND White	____
American Indian or Alaska Native	____	American Indian/Alaska Native AND Black/African American	____
Native Hawaiian or Other Pacific Islander	____	Other:_____	____
Mexican/Chicano	**80%**	Cuban	____
Puerto Rican	____	Other Hispanic/Latino:_____	____

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Children are provided with a questionnaire to analyze their skills. During the course, children receive one-on-one sessions to measure course progress. Through personal testimonials, children are able to validate the impact of the program and describe the impact it has created in their lives. A survey is provided to the children after completing a course to measure its success.
(See Attachment A)

What National Objective does your program meet?

We will be meeting National objective number one.

Describe what measurable objectives your program meets?

Our measurable objectives are met by mentoring these children to become successful entrepenuers and businessmen by the improvement of reading, comprehension, verbal communication as well as written communication.

How will your program meet its goals in one year?

Our goal is to improve their grades and grade point average from the start of the program to the completion of the program. We have many programs in place to meet these objectives including, but not limited to: writing assignments, reports (written and oral), presentations and accountability for ones actions.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

We are a non-profit organization and as such ask the community for support in the form of fundraisers, donations and grants. Currently, all staff members are volunteers interested in our community development.

(See Attachment B)

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

We have been successful in obtaining a $10,000.00 grant from Wells Fargo. Our goal is to reach out to other financial institutions and successful businesses in our community requesting funding for our program.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

(See Attachment C)

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

Currently, the $10,000.00 grant from Wells Fargo is allocated 50/50 for the cities of Madera, CA and Fresno, CA. Our request for CDBG funds will be dedicated to serve children residing within the city of Madera, CA.

When there is an overflow of clients, how is it determined whom to serve?

Children are selected on a first come first serve basis.

Is income criteria used to establish eligibility for services?

__X__ Yes ____ No

(See Attachment D)

Is a fee schedule used?

_____ Yes __X__ No

INCOME SOURCE	AMOUNT
CITY	30,000.00
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	4,000.00
DONATIONS	
RESERVE/CONTINGENCY	
OTHER INCOME (see Attachment C)	14,550.00
TOTAL INCOME	**48,550.00**

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	6,000.00
BENEFITS	0150	
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	840.00
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	10,000.00
OFFICE RENTAL	0400	18,000.00
EQUIPMENT RENTAL	0450	
UTILITIES	0500	7,710
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS	0650	6,000.00
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		**48,550.00**

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? **Board meetings are held on the last Thursday of every month at 10:30 a.m.**

What was the average number of Board members attending meetings last year? **5**

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

3 Minimum **7** Maximum

Please provide the following information:

Date of Incorporation: **October 28, 2013**

IRS Employer Number: **45-5640209**

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

(See Attachment E)

How often are financial records audited, and by whom?

Currently there are no audit requirements from Wells Fargo

Are the treasurer and/or other financial officers bonded?

No

If so, for how much? _____

List any judgments or pending lawsuits against the agency or program:

N/A

List any outstanding obligations:

N/A

We, the Board of Directors of **Pequeños Empresarios** do hereby resolve that on 02-16, 2016, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: February 16, 2016

AGENCY NAME: Pequeños Empresarios Inc.
ADDRESS: 414 Elm Street, Madera Ca 93638
TELEPHONE: (559) 718-4801

By: Leona Hipolito
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: Leona Hipolito
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE: **February 19, 2016, 5:00 p.m.**

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

Attachment A

How can you make money?

By working in exchange for money, there are many types of jobs depending on the education you have.

What does the department of treasures do?

They create coins and they print the bills we use

Who has more job opportunities?

The higher the education the higher the earning power and the opportunity to have a better job.

Como se gana dinero?

Trabajamos a cambio de dinero hay muchos tipos de trabajos dependiendo de la educacion

---

Qué es el departamento de tesoros?

Crean las monedas se imprimen los billetes que usamos

Quienes tienen más oportunidades de trabajo?

Cuanto mayor sea la educacion mayor será el poder de ganancia y mayor es la oportunidad de mejores de trabajo.

Que es un cheque?

Es un tipo de cuenta bancaria que le permite poner dinero (depósito), o sacar dinero (retiro).

What is a check?

It is a type of bank account that allows you to deposit or withdraw money

---

Que es un banco?

El banco es un lugar que mantiene tu dinero seguro y te ayuda a invertir, a ahorrar tu dinero.

What is a bank ?

A bank is a place that keeps your money safe and helps you invest it and save it

---

Que es un Presupuesto ?

Presupuesto es planificar para conseguir las cosas que queremos y necesitamos y poder controlar donde va nuestro dinero

---

What's a Budget?

A budget is a plan to get the things we want and need and to control where our money goes

Certificado de Reconocimiento a:

Jimmy Lozano

Por completar el taller

Niño empresario exitoso

Amilcar Villanueva,
Entrenador y Couch

Leonor Hipólito

Presidente

Febrero 01 2015

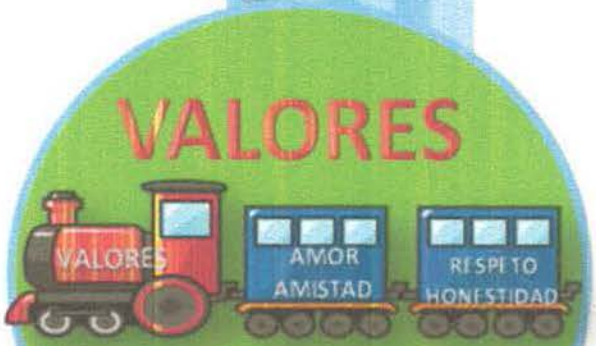
Niños en acción por un mundo mejor

Pequeños
EMPRESARIOS

NIÑOS EN ACCION
POR UN MUNDO MEJOR

ENTREGA ESTE CERTIFICADO A

MARTIN BECERRA



POR COMPLETAR SATISFACTORIAMENTE

LAS CLASES DE
CUIDADO DEL PLANETA Y VALORES

Leonor Hipolito
presidente

12 de Junio 2015

Attachment B

OTHER FUNDING SOURCES

Please document the status of other sources of funds being pursued in support of the project/program.

Source Identify the name of the entity and classify as government (G), foundation (F), corporate (C), individual (I), special events (S), or other (O).	**Amount** Please indicate the amount requested or, if approved, the amount to be funded.	**Status** Indicate whether the funding request is pending, declined , or approved.
1) Local Leadership Group (I)	$4,100.00	Approved
2) Kings Canyon Chiropractic (C)	$450.00	Approved
3) Pacific Gas & Electric Company (C)	$5,000	Pending
4) Donaghy Sales (C)	$1,000	Pending
5) Fundraising Event (S)	$3,000	Pending
6) Wells Fargo (C)	$10.000	Approved

Attachment C

Hernandez Consultant Services

Professional Program Management Services

March 23, 2016

RE: Letter of Support for Pequeños Empresarios to apply for funding to support education and training for children age's five to twelve in Madera.

To Whom It May Concern:

I fully support Mrs. Leonor Ipolito, Executive Director for Pequeños Empresarios to seek grant funds available through the City of Madera to financially support a unique and innovative children's program such as Pequeños Empresarios.

Pequeños Empresarios is a non-profit organization developed as a grassroots children's program to serve Madera's children by providing literacy-based tutorial services, Spanish language classes, leadership development skills, and self-esteem for children ages 5 to 12 as an after school program model.

I have personally witnessed the great work that Pequeños Empresarios directors and staff are executing with their respective students. Children are benefiting from the many leadership classes, finance/budget activities, communication skills and basic entrepreneur class. Children are applying their skills and routinely conduct presentations within the community and provide an opportunity to showcase the unique leadership and project-based activities that are part of a 21st century learning model.

I fully support Pequeños Empresarios to work directly with City of Madera staff and make the case for the City of Madera to provide an adequate funding level to further sustain a great best practice program that is making a great investment in the education of Madera's children.

Please contact Mr. David Hernandez at 559-706-7741 if I can provide additional information.

Respectfully Submitted,

David Hernandez

Mr. David Hernandez
Community Liaison/ Program Consultant

DH

03/23/2016

Grants Department
City of Madera
205 W. 4th Street
Madera, CA 93638

To Whom This May Concern:

I write to recommend President Leonor Hipolito and her organization Pequenos Empresarios to receive a financial grant from the city. President Leonor is a community leader, dedicated to the cause of uplifting children academically and personally. I have met with her many times since last year and spoken a few times to her children at their evening classes. The passion, the discipline, and the apparent change in the children nudged me to write this letter. I write to attest to her cause with humility and full confidence. The results the organization has achieved are rewarding and experientially fulfilling.

More importantly, the organization is filling in the gap created by working parents. The children they cater to could be exposed, in their own neighborhoods, to gang affiliation, illicit drug activities, and troubled lifestyle. With the help of the organization, however, there are after-school and evening classes to teach them, particularly children who live in Spanish-speaking households, how to read, write, and speak. They learn to take pride of who they are and what they could do. It teaches them to respect our laws and the proper way to conduct themselves morally right in the public space and in their homes. The group is focused on inculcating in the minds and hearts of children that education is important, school is the best roadway, and college is their uplifting destination.

I am aware that the organization intends to include instructions in English and wants to broaden their services to more children and parents. Their parent workshops, educational classes, children training, and other services will require more funds, and it is with your financial grant that the organization could help more children and parents in our city. They can use the grant to hire part-time teachers and offer more programs. President Leonor, her team, and the organization are turning children from future gang affiliation, drug abuse, and troubled lifestyles to education and future personal and professional development.

I hope you will consider President Hipolito and her organization for your financial grant. Her enviable work is changing lives and turning hearts and minds to the better, and it is worthwhile for you to invest in them and our future residents. Should you have any questions about them or any of the above, please contact me, Sal Alhomedi, at (559) 661-5111.

Respectfully yours,

Community Outreach Coordinator
City of Madera, Neighborhood Revitalization Department

Fresno Area Hispanic Foundation

DOWNTOWN BUSINESS HUB

1444 Fulton Street
Fresno, CA 93721
(559) 222-8705
Tax ID 75-3129705

President/ CEO
Dora C. Westerlund

OFFICERS
Chairman
Fausto Hinojosa
Price, Paige & Company

Treasurer/ Vice-Chair
Rosa Rodriguez
Rabobank, N.A.

Secretary
Porfirio Rios
Intervalley Insurance

BOARD OF DIRECTORS

Ricardo Flores
Los Amigos Mexican Restaurant

Antonio Valtierra
Valtierra Insurance Agency

Enrique Altero
Herndon Auto Service

Patricia Ahlenslager
BBVA Compass

William Eric McComas
Rummonds, Barron, Thornton, LLP

Sandra Vicente
Union Bank

Victor Olivares
CSU Fresno

Frank Villegas
F&E Consulting

Gerardo Hernandez
Raimondo & Associates

EX-OFFICIO

Rudy Medina
U. S. Bank

Al Galvez
Amani-International

Jaime Marquez
Marquez Brothers

March 23, 2016

To Whom It May Concern:

I am pleased to write this letter of recommendation for Pequeños Empresarios. As the Corporate Relations Director of the Fresno Area Hispanic Foundation, I witnessed the inception of this incredible organization. Since its formal establishing in 2013, Pequeños Empresarios has positively impacted the lives of many children and families through its innovative program.

Pequeños Empresarios has taken the initiative to serve children in ways that the education system does not. The organization's founders deliver their teachings with passion and understanding of every child's character and culture. Their work is essential in the growth and development of these children's lives, especially the personal development component, which strengthens their self-esteem and leadership traits.

I believe that Pequeños Empresarios has a great potential for growth and will continue to expand its program throughout our region. The organization's commitment and dedication to the children they serve will help shape the future leaders of our community holding on to ethical and moral values.

Pequeños Empresarios is an outstanding organization that brings life changing opportunities to the children it serves.

If you have any questions or would like further information, please do not hesitate to contact me at 559-222-8705.

Respectfully,

Yery Olivares
Corporate Relations Director

March 22, 2016

Re: Letter of Support

To Whom it May Concern:

It is my hope and sincere desire to fully endorse the outstanding efforts of "Pequeños Empresarios".

The time, sacrifice and passion that the administrators of the program put forth is second to none. The enthusiasm and the cross-sector collaboration that happen on a daily basis is truly empowering the children and the parents.

Over the course of my public sector life (25 years) and 14 years as a City Manager I can attest to the uniqueness and their continuous improvement to truly change lives. I have seen their work, sacrifice and dedication first hand. The life skills, values, social entrepreneurism that the youth exhibit is life changing. Their curriculum covers the full gamut from protecting the environment, financial literacy, good etiquette, to exhibiting proper values.

Again, I would like to underscore how impressed I am by this program and that copiously sanction their effort to get grant funding and/or other support.

Should you have any questions, please feel free to contact me via e-mail president@communitydevelopment-inc.com or cell (559) 970-8896.

Sincerely,

José Antonio Ramirez
President

Atentamente

A quien corresponda

Esta carta es para expresarme
de la organización de pequeños empresarios
De los beneficios que hemos obtenido.
Mi niña Luna Montero a Pesar de sus
8 años de edad ya tiene una mente
De empresaria ya está pensando de como
generar para tener un ahorro en el banco
Para sus estudios

Y es gracias a Pequeños empresarios
Y La Sra Leonor hipólito
La Sra María Vargas
La Sra Jacinta Berrocal
Y todos los Patrocinadores que han puesto
su granito de arena
Que están sembrando para un mundo mejor
Gracias a todos y les deseo
Muchas bendiciones

Delfina Arenas

Translation

To whom it may concern:

The purpose of this letter is to express my support for Pequeños Empresarios and to verify this organizations impact on my daughter Luna Montero's positive way of thinking. I spite of her young age (8 years old) my daughter is already thinking to become an entrepeneur. She is planning on opening a bank account so that when she becomes of age she can start her own business.

I sincerely thank the Directors of Pequeños Empresarios:

Mrs. Leonor Hipolito
Mrs. Maria Vargas
Mrs. Jacinta Berrecel

And all the other sponsor who were invested in this organization for a better way of life.

Thank you and Blessing

/signed/
Delfina Arenas

Attachment D

Pequeños

EMPRESARIOS Aplicación de ingreso

Nombre Del Padre
Correo Electrónico:
Teléfono Celular:
Prefiere La Información Por Mensaje De Texto ☐ **O Correo Electrónico** ☐ **Marque Su Preferencia**

Nombre De la Madre:
Correo Electrónico:
Teléfono Celular:
Prefiere La Información Por Mensaje De Texto ☐ **O Correo Electrónico** ☐ **Marque Su Preferencia**

Teléfono de la casa:
Dirección:
2 Nombres a quien contactar en caso emergencia:
2 Teléfono de emergencia:

En caso de emergencia autorizo llevar a mi hijo al hospital más cercano Firma:

Nombre del niño/a:
Fecha de nacimiento:
Grado que cursa:

Indicación especial?: _____

_____

_____

_____

_____

_____

TRABAJAR CON SUS HIJOS ES MARAVILLOSO POR ESO LES PEDIMOS PREGÚNTENLE A SUS NIÑOS COMO SE SIENTEN APÓYENLOS NO SOLO HAY QUE AMARLOS DEBEMOS DEJARLES SABER LO QUE SENTIMOS POR ELLOS.

Comentario:	
Firma Del Padre o tutor:	**Firma De La Madre o tutora:**
Fecha:	Fecha:

Attachment E

BOARD OF DIRECTORS

Leonor Hipolito, Presdent & CEO
Volunteer for Empresarios
414 Elm Street
Madera, CA 93638
3 years

Jaime Olivace, Vice President
Owner- May Money
9903 Paramount Blvd # 242
Downey CA 90240
2 years

J. Beatriz Gonzalez de Berrocal, Secretary
Volunteer for Empresarios
408 S, I Street
Madera, CA 93637
3 years

Maria S. Vargas, Treasurer
Volunteer for Empresarios
17027 Melba Drive
Madera, CA 93638
3 years

Michael Rodriguez,
Barber
2404 Bay View Dr.
Madera, CA 93637
2years

Karla Hurted, Board Member
Restaurant Manager
5133 E Drummond Ave
Fresno CA 93725
2 years

Beatriz Zepeda, Board Member
Dental Assistant
1832 Merced St
Madera, Ca 93638
2 years

TAB 5

CITY OF MADERA
COMMUNITY DEVELOPMENT
BLOCK GRANT

PROPOSED ACTIVITY WORKSHEET

ACTIVITY NAME: ___Madera Coalition for Community Justice Resilient Madera Program

DESCRIPTION:

Describe what the activity will be in support of the Consolidated Plan and 2025 Vision Plan, how and when it will be accomplished as well as the proposed budget.

Program	Program Description	Con Plan Priority Rank	HUD Objective
Public Services: Youth Services	To facilitate leadership training to youth and parents and for youth to excel academically and to provide a support system to address unique challenges and instill coping skills, reduce stress and develop resilient leaders.	3	Suitable Living Environment Expanded Economic Opportunity

2025 Vision Plan Strategies	
No. 321	Accessible, Affordable Education: Develop a focus on accessible and affordable higher education for community members
No. 321.1	Create a coalition with the goal of raising Maderans' access to and use of higher education.

This is a one-year activity. The requested allocation is: $18,500.

STEP 1: ELIGIBILITY

A. Eligible Activity List

Determine if the activity falls within one or more of the categories listed among the basic eligible activities. If so, name the category. Otherwise stop. Go no further in qualifying the activity.

Public Services

B. Examples of Allowable Costs

Determine if the use of CDBG funds relates to one or more examples contained in the HUD Guide. If so, specify the allowable costs.

Staff salaries and benefits, office expense, travel, transportation. (While food is included in their budget, it is not allowable.)

C. Additional Considerations

If necessary, note that the activity is subject to additional considerations and describe those circumstances.

The application proposes to serve the following number of unduplicated clients:

Age	13 -17	18 – 34	35 – 54
	15	10	5

Some considerations to reflect upon this proposal are as follows:

▪How realistic are the number of unduplicated clients? It's likely that a portion of the 13 – 17 age group will consists of middle school age students, and a portion of the 18 – 34 and the 35 -54 age group are more than likely to be older than high school age. (See page 2 of the application.)

▪How likely do the proposed budget line items for Travel, $150.00 and Transportation, $800.00, ensure a student's ability to continue their education beyond high school? Also, are these line items sufficient for travel to UC Merced, CSU Fresno, a private university and UC Berkeley or Stanford as proposed in the application? (See page 5 of the application.)

•Why are visit to Madera Community College, Fresno City College or vocational training colleges not proposed? (See proposed Project Outcomes, paragraph 2.)

▪How realistic is it for students to balance their time between school and the proposal's stated activities?

▪How adequately will MCCJ tract and report the number of students continuing their education beyond high school?

▪What additional methods are available for parents to work with Madera Unified School District (MUSD) or Madera County Office of Education (MCOE) to obtain assistance or guidance to further their children's education beyond high school?

▪How does the proposal merge with MUSD's or MCOE's efforts to allow parents to access their children's guidance counselor?

▪How does the proposal align with MUSD's or MCOE's provisions to conduct parent/teacher meetings?

▪How does the proposal align with MUSD's or MCOE's practice for parents to attend board meetings or to initiate contact through MUSD's or MCOE's website.

▪How does this application align with the 2025 Vision Plan goal of raising Maderans' access to and use of higher education that specifies MUSD is in the Lead Role and Madera Coalition for Community Justice is in a Supporting Role?

•How is the program marketed to solicit youth from other demographic backgrounds?

•The proposal identifies a Youth Coordinator and a Part-Time Assistant. Are these the same persons? (See Budget Justification.)

STEP 2: PROHIBITION

A. Ineligible Activity Review

Determine if the activity falls within one or more of the categories of prohibited activities. If so, name the category. Otherwise stop and go not further.

Not applicable.

B. Further Considerations

If any doubt exists about the above conclusion, engage in further consultation with local and Federal officials. Record the outcome of the consultations.

Not applicable.

STEP 3: NATIONAL OBJECTIVES

A. Determine if the activity meets the criteria for one or more of the national objectives. If so, name both the category of national objective and the criterion that it satisfies. Otherwise, stop and go no further.

Public Services
Low/Moderate Income Clientele

B. Records to be Maintained

Describe the records to be maintained that document compliance with the above national objective per one of the criteria. Place those records in the file accompanying this Worksheet.

Records to be maintained consists, yet are not limited to, staff time cards, payroll and benefit records, expense receipts, environmental clearance, client household gross income by household size certification and Race/Ethnicity.

OTHER FEDERAL REQUIREMENTS

List the other Federal requirements that are applicable to this proposal and will necessarily be addressed in the future.

Certifications submitted with approved Action Plan.

WORKSHEET COMPLETED BY:

Jorge Rojas

(Name)

Program Manager - Grants

(Title)

June 9, 2016

(Date)

RECEIVED 3-22-16 J.Rojas

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2016/2017

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED:** 3/22/2016

Legal Name of Agency: Madera Coalition for Community Justice

Program Name: Resilient Madera I and II

Agency Address: 126 N. B St. Madera, California

City/Zip: 93638 Telephone: (559) 661-1879

Program Director: Lourdes Herrera FAX: (559) 674-5674

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

See attached.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)
There are some programs offering supportive educational activities at local schools but there are none that focuses on character-building and none that includes a parent track. There are very little ongoing supportive services at the local schools due to budget cuts but none similar to the CDBG application.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)
There are supportive activities ongoing education activities of local schools.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

30

State the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months)

30

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes __X__ No

If yes, <u>explain</u>:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
			15	10	5			
GENDER	Female	25						
	Male	5						
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	1	American Indian or Alaska native AND White	
Black/African American	1	Asian AND White	
Asian		Black/African American AND White	
American Indian or Alaska Native		American Indian/Alaska Native AND	

		Black/African American	____
Native Hawaiian or Other Pacific Islander	_____	Other:_____	____
Mexican/Chicano	28	Cuban	____
Puerto Rican	_____	Other Hispanic/Latino:_____	____

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

See attached

What National Objective does your program meet?
The project addresses National Objectives # 1 by providing a public service to low-income families through leadership development and involvement of presents in the schooling of their children and student involvement in community service.

Describe what measureable objectives your program meets?
Students will be trained in strategies to cope with trauma and reduce stress as a way to help strengthen their academic achievement. MCCJ will continue to provide college-readiness/preparatory assistance as well as develop Individual Empowerment Plans to ensure each participant is thoroughly prepared to reach their college and career goals. Students will also be involved in community service once trained in leadership development. Similarly, parents will acquire skill to help them better engage their children and become an integral part of their lives.

The program will be evaluated based on comparing accomplishments to the stated objectives and activities that will be set forth in a work plan. Important criteria include completion of tasks, achieving recruitment goals and compliance with budget outlay.

How will your program meet its goals in one year?
These goals coincide with the mission and goals of our ongoing Madera Youth Leaders program. All of the youth already participating in MYL receive some of these services and we are hoping to expand to include new curriculum and activities, as well as, offer this program to even more students.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

No other funding is available at this time.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

None

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
At the annual strategic planning meeting, both board members and community attendees discuss the application and the former subsequently approved its submission.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

None

When there is an overflow of clients, how is it determined whom to serve?

First come, first served.

Is income criteria used to establish eligibility for services?

_X_ Yes _____ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

____ Yes _X_ No (If yes, attach a copy of fee schedule.)

PROJECT BUDGET

INCOME SOURCE	AMOUNT
CITY	
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	
SERVICE FEES	
FUND RAISING	
DONATIONS	
RESERVE/CONTINGENCY	
OTHER (LIST)	
TOTAL INCOME	

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	14,000
BENEFITS	0150	1,300
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	500
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	150
FOOD SUPPLIES	0600	1750
CONTRACTS	0650	
TRANSPORTATION	0700	800
FUND RAISING	0750	
TOTAL		18,500

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 10

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

8 Minimum 20 Maximum

Please provide the following information:

Date of Incorporation: September 7, 1994

IRS Employer Number: 77-0391942

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

How often are financial records audited, and by whom? 12 months;
by Craig Accountancy 1835 W. Orangewood Ave., Suite 260 Orange, CA 92868

Are the treasurer and/or other financial officers bonded? No

If so, for how much? N/A
List any judgments or pending lawsuits against the agency or program:
N/A

List any outstanding obligations: _

RESOLUTION/CERTIFICATION:

We, the Board of Directors of MCCJ do hereby resolve that on February 18, 2016, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: March 22, 2016

AGENCY NAME: Madera Coalition for Community Justice
ADDRESS: 126 North S Street Madera, CA 93638

TELEPHONE: (559) 661-1879

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: Lourdes Herrera
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

March 25, 2016 12:00pm

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693
jrojas@cityofmadera.com

Madera Coalition For Community Justice

Madera, CA 93638
*PH: (559) 661-1879
maderaccj@yahoo.com

P.O. Box 817

126 N. B Street

*FAX (559) 674-5674
maderacoalition.org

Board of Directors
2016

President-Raquel Rodarte | **Vice President-Laura Hadjis**
Treasurer- Oyuki Rubi | **Secretary- Sue Kern**

NAME	ADDRESS	PHONE	YEAR ON BOARD /SINCE	OCCUPATION
Mc Allister, Regina	1408 Wren wood Way Madera, CA 93638	(559) 675-3478 H (209) 617-0716 C	9 Year Has served since 2007	**Nurse**
Becerra, Jose [Application]	712 Green Way Madera, CA 93638	(559) 871-8250 C	2 year Has served since 2014	**Student**
Rubi, Oyuki	1725 E Cleveland Ave. # 217 Madera, CA 93638	(559) 488-1380W ext. 1392 (559) 706-3596 C	7 Years Has served since 2009	**Homemaker**
Kern, Sue	P.O. Box 580 North Fork, CA 93643	(559) 877-5800 H (559) 457-2132 W (559) 349-3777 C	24 Years Has served since 1992	**Lawyer**
Fernandez, Pablo	775 Saint Mary Ave Madera, CA 93637	(323) 715-0945	2 Years Has served since 2014	**City of Madera, Parks & Rec**
Nickell, Franklin [Application]		(559) 416-0964	2 Years Has served since 2014	
Alaniz, Lilia	27137 Parkwood Ave Madera, CA 93637	(559) 363-3730	3 Years Has served since2013	**Instructional Assistant**
Rodarte, Raquel	10784 Juanita Dr. Madera, CA 93636	(559) 674-4631W (559) 673-2661H (559) 908-8447 C	19 Years Has served since 1997	**Elementary School Teacher**
Hadjis, Laura	P.O. Box 1283 Madera, Ca. 93639	(559) 673-2037 H	10 Years Has served since 2006	**Retired Migrant Counselor**
Ames, Netty [Application]		(559) 673-7909	1 Year Has served since 2015	
Madrigal, Aurelia	1051 Navel Ave Madera, CA 93637	(559) 395-2712	0	
Lopez, Guillermo	2169 W. Kennedy st. #14 Madera, CA 93637	(559) 514-3493	0	**Student, Desmond Middle School**

Honorary-*Gloria Medina* P.O. Box 1115, Madera, CA 93638 (559) 871-5355
Legal Counsel-*Baldwin Moy* Calif. Rural Legal Assistance 126 N. B St., Madera, CA 93638 (559) 674-5670
Special Guest- Ramiro & Liz Gutierrez (559) 661-0190

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: MAY 30 1995

MADERA COALITION FOR COMMUNITY
JUSTICE
P.O. BOX 817
MADERA, CA 93639

Employer Identification Number:
77-0391942
Case Number:
955065145
Contact Person:
JOSEPH FAN
Contact Telephone Number:
(818) 441-6841
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
August 31, 1994
Advance Ruling Period Ends:
June 30, 1999
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Att. 2

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of $10 a day when a return is filed late, unless there is reasonable

cause for the delay. However, the maximum penalty we charge cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

MADERA COALITION FOR COMMUNITY

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Richard R. Orosco
District Director

Enclosure(s):
Form 872-C

The Madera Coalition for Community Justice prohibits discrimination against and harassment of any employee or any applicant for employment because of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected under applicable federal or state law. All personnel who are responsible for hiring and promoting employees and for the development and implementation of university programs or activities are charged to support this effort and to respond promptly and appropriately to any concerns that are brought to their attention.

MADERA COALITION *for* COMMUNITY JUSTICE

"If you want peace, work for justice"

Madera Coalition for Community Justice
126 N. B St.
Madera, CA 93638
(559) 661-1879
maderaccj@yahoo.com

2/17/2016

To whom it may concern:

The Board of Directors of the Madera Coalition for Community Justice had a strategic planning retreat, November 11, 2015 where the board approved the submission of a CDBG application to continue and expand the current program. Thank you.

Very truly yours,

Raquel Rodarte, Board President

Raquel Rodarte

Attachment Resilient Madera I and II

Abstract:

This application seeks to continue the very successful program (Resilient Madera) working with youth by integrating the dynamic interaction of community service with academic learning and leadership development. The new proposal will expand it to include a parent component. The two-tier program will strengthen relationships between students, parents and community to support and complement school learning and community engagement.

This project is to establish a program that is specifically designed to help the low-income and young people of color in Madera to succeed. With almost 80% of Madera County students being youth of color, close to 40% of students living in poverty, and a county with some of the highest rates of suspensions and expulsions, student dropouts, teen pregnancy and juvenile arrests in the state, it is clear that our students have many obstacles on their way to college and career paths.

(Summary of Community Need or Problem to be Addressed)

Introduction

Background

The Madera Coalition has a long history of working with the eastside Madera community and will continue to serve these young people and their families. The target participants to build capacity of this program are 90% Latino and 100% low-income, within this population will continue to focus on English Language Learners and at-risk students in Madera.

Presenting Problem

The eastside of Madera is the home of many low-income, Latino and farmworker families. Most exist on the economic and social margins of the community. Parents of these families lose control of their children when they enter middle school. The latter are offspring of recent immigrants. Many of these youth struggle to adapt to the American culture while retaining some of their rural Mexican identity. The confluence of these forces has wide-ranging consequences on the social life of these youth. Youth hanging out with nothing to do, detached from family influence, unfamiliar with and uncommitted to school, and in fear of the law, gradually become rooted in this negative subculture. It's no surprise that Madera has one of the highest gang affiliation rate per capita in California. It also suffers from the 2nd highest teenage pregnancy rate in the Central Valley trend, juvenile arrests, felony convictions and incarceration are much higher than the rest of the state.

Madera County- Stats.	Year	County	Rank in State
Teen Pregnancy	2012	44.6 per 1000 of youth gives birth	3rd highest county
High School Dropouts:	2013	14.7% of youth dropout of high school	10th highest county
Children Living in Areas of Concentrated Poverty	2008-2012	27.6% of youth live in concentrated poverty	5th highest county
Food Insecurity	2013	30.6% of youth live in food insecure households	10th highest county
Youth Incarceration	2013	9.5 per 1000 youth has a felony arrest	11th highest county

** All data sourced from kidsdata.org*

Research continues to show a direct link between childhood trauma (Adverse Childhood Experiences) and student's academic success, mental, emotional and physical health. We know that our students cannot perform well in school while they are sick, and we must be innovative in our strategies of intervention.

For youth without a lot of support at home, due to neglect or because their parents have to work multiple jobs to make ends meet, they can feel desperate in their need for acceptance, support and stability. This is heightened in neighborhoods that suffer from high unemployment and no social support system. Growing up in this environment often pulls youth toward an unhealthy life path including gang membership and risky sexual behavior.

The Resilient Madera project target students are significantly more likely to experience childhood trauma and have compounded obstacles to overcome before reaching their educational and career goals.

Proposal Narrative

Rationale (What do students need to succeed?)

Like other innovative youth development programs in the state, we believe the young people of Madera need more systems of social/emotional support alongside educational development in order to meet their day to day needs, reach their career and college potential success, become leaders in their communities and live long and healthy lives.

"The Search Institute" identifies 40 measurable assets of young people, including support by parents or other adults, community service, involvement in extracurricular activity, academic goals, skill in making decisions, positive values, a positive view of one's own future, and social skills.4 In working to encourage young people to develop and rely on their own assets, the most promising programs focus on each young person's abilities while taking into consideration his/her individual family, social, cultural, and school environment. Such programs focus on developing young people's self-esteem, self-efficacy, and self-worth.

Youth development—also known as life options—programs must be flexible to be able to meet the individual needs and build on the individual assets and strengths of each young participant. Programs may provide such services as tutoring, mentoring, recreational opportunities, job training, social skills, and community service. By tailoring services to meet the needs and build on the assets of the individual, these programs motivate young people to work toward achieving successful futures." -Advocates for youth.

Project description

The Resilient Madera project will support youth through a holistic approach to student's health and academic success, while training in leadership and community engagement. During the course of the program, youth will strengthen their self-esteem and develop academically in order to increase their likelihood of reaching their college and career goals. In concluding the program, youth within the cohort will be applying their newly developed leadership skills to develop community-driven campaigns to benefit their families, schools and neighborhoods.

Tier I

Resilient Madera will be modeled on the successful leadership training initiative championed by President Obama, "My Brother's Keeper". This initiative has since been adopted by communities and organizations to create successful programs such as: Alliance for Boys and Men of Color- supported by The California Endowment, La Cultura Cura- supporting young men and women to become leaders through culturally based practices, United Students- a project of East LA's InnerCity Struggle and Fresno Unified's Men's and Women's Alliance programs. All of these programs aim to help young people who traditionally struggle to graduate high school and go on to college.

To empower the struggling students, Madera Coalition for Community Justice will facilitate leadership training that provides them all the tools to excel academically, while acknowledging that they are in need of a support system that addresses their unique challenges and gives them skills to cope, reduce stress and become resilient leaders. In that connection, MCCJ will also initiate a program to train parents to better interact with their children.

The first component of this program seeks to provide a safe and welcoming place to connect, share coping and stress reduction techniques on how to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors.

The second goal of this program is to provide students who are less likely to graduate and go on to college, the information and support to be successful in a college or career path and to encourage growth in their self-esteem and facilitation skills, in order to make broad change in Madera. Whether they are focused on bullying on their school campus or advocating for better bus access in their area of town, they are experts in creating solutions to their communities' struggles and are capable of leading holistically supportive and genuine community engagement through circles and forums.

Tier II

Under tier II parents will participate in a 12-week leadership workshop. The intended audience are low-income and minority parents with school-age children. Group size will be from 15-25 each semester. The teaching philosophy will be popular education and the methodology used will be small group activities, guest presentations, hands-on learning, role play and reflection.

Under tier II parents will be trained using the Cara Y Corazon (Face and Heart) curriculum developed by one Jerry Tello, co-founder of the National Compadres Network and internationally recognized authority in Latino family strengthening, and healing. The concepts of Face and Heart are directly related to the Mexican traditional concepts of character development, which is viewed as a fundamental principle for appropriate family living. This principle is grounded in the values- dignity, respect, trust, and love/acceptance. These classes allow parents to learn parenting skills built on inner strength, and gain hope, inspiration and support.

The class will be a mix of didactic activities, basic information, stories, personal examples, jokes and specific task oriented elements. The class set-up and facilitation is intended to culturally appropriate for traditional Mexican culture.

Project Outcomes:

There are three primary outcomes for the project:

(1) Each session will be made up of 20-25 youth participants, with sessions held weekly. The program will run on a year round basis, with curriculum cycles coinciding with the spring, summer and fall school schedule. Each curriculum cycle we will be accepting new students but youth are encouraged to stay with our program throughout their high school career.

Each youth session will allow the participants to create a safe and connected circle of support with other young people and their adult allies. Throughout the sessions, youth will learn about mindfulness and other techniques to help counteract the effects of Adverse Childhood Experiences, to seek the help they need to succeed, to build self-esteem, efficacy and self-worth, to know what it feels like to be valued, engage in positive decision-making and to be a leader.

(2) MCCJ will build upon previous success and ongoing college-readiness/preparatory assistance. Students will learn about A-G coursework requirements. Seniors will be given a checklist of required filings and deadlines. All youth participants will create a personalized "Individual Empowerment Plan" to help them track progress and reach their goals. Students can participate at any point in the educational path. Whether they are just starting high school or graduating this year, we will work together to map out their path to college and career. Students will meet with counselors, college representatives and campus students while attending college campus tours (UC Merced, CSU Fresno, a private university and UC Berkeley or Stanford). Parents will also be offered opportunities to engage as active participants in fulfilling their student's Individual Empowerment Plan.

(3) Youth from this program will be developing two service learning projects. The first will be a cross-campus awareness project, focused on improving the climate of their schools. The exact topic could range from bullying to school discipline but will involve social media and educational session components to reach other students on their campus. This will highlight the way students are treated at school, affects the rest of the community. When school is not seen as a safe place, youth are drawn to find other places of acceptance like gangs, tagging, substance abuse and other risky behavior.

For the second project, youth will take the support circles they are participating in and replicate them within their community. These circles will include youth, parents and other community members. The task for the youth-lead support circles will be to develop a community-driven campaign to address a local issue by conducting research, focusing media attention, and advocating before a government entity.

The result is a core group of Madera youth leaders on an individualized path to success prepared with the tools to lead their community.

(4) In part II, each class will take participants in a four phase process that includes acknowledgement, understanding, integration and action. All activities incorporate the four phase process which helps participants to grow through four stages of learning (initial idea, understanding, implementation and assimilation) into their daily lives. The participating parents will engage in interactive and experiential activities that leads to their exploring significance of the issues taught. There will also be discussions as to how the lesson pertains to and can be integrated in their lives. It is during this phase that stories are shared among them. Participating parents will also receive homework assignments.

(Effectiveness and Efficiency)

Assessment

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in a work plan. Important criteria include completion of tasks, attaining recruitment goals and compliance with budget outlay. There are important indicators that will measure successes or failures. In terms of the youth: retention rate of over 60% of participants; increase knowledge confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 60% of members participate in college outreach and preparation; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume roles as mentors and trainers of fellow peers; and, increased knowledge of current events and local issues.

Separately, there will be periodic evaluations by participants and partners on the program and/or activities. These important “lessons learned” will be shared with participants, community

partners, the organization and board. Process will be evaluated through quarterly activity and budget reports. Review and updates will be provided by the director to the board monthly.

Budget Justification

Funds requested are to contribute to the Youth Coordinator's time contributed to the program, who will have sole responsibility for implementing all programmatic functions of the project and the part-time assistant. Additional funds are included to allow the Youth Coordinator, program assistant and other youth on this project, the ability to attend a training and/or conference.

TAB 6

CITY OF MADERA
COMMUNITY DEVELOPMENT
BLOCK GRANT

PROPOSED ACTIVITY WORKSHEET

ACTIVITY NAME: __City of Madera Parks & Community Services Department Senior Services

DESCRIPTION:

Describe what the activity will be in support of the Consolidated Plan and 2025 Vision Plan, how and when it will be accomplished as well as the proposed budget.

Program	Program Description	Con Plan Priority	HUD Objective
Public Services: Senior Services	To provide senior services and programs at three congregate sites in addition to providing home-bound meal deliveries (Meals on Wheels) throughout the City.	13	Suitable Living Environment

2025 Vision Plan Strategies	
No. 337	Develop programs for Maderans of all ages with an emphasis on youth and senior activities.
No. 342	Ensure there are paid and volunteer opportunities for Madera's seniors

This application's activity will be accomplished during our 2016/2017 program year. The requested allocation is $135,157. In addition to CDBG funds, the program's budget is leveraged with funds from sources such as the City's General Fund, the Fresno/Madera Area Agency on Aging, fund raising, donations and Madera County. The total proposed budget is $380,565.

STEP 1: ELIGIBILITY

A. Eligible Activity List

Determine if the activity falls within one or more of the categories listed among the basic eligible activities. If so, name the category. Otherwise stop. Go no further in qualifying the activity.

Public Services

B. Examples of Allowable Costs

Determine if the use of CDBG funds relates to one or more examples contained in the HUD Guide. If so, specify the allowable costs.

Staff salaries and benefits, services and supplies, insurance, communications, office expense, utilities, food supplies, contracts and transportation.

C. Additional Considerations

If necessary, note that the activity is subject to additional considerations and describe those circumstances.

Presumed benefit limited clientele (i.e., senior citizens). This activity provides recreational and nutritional services to seniors at three city-owned sites. It also provides nutritional services to home-bound seniors. The on-site meals served to seniors are prepared in advance and served cafeteria-style, and home-delivered meals are packaged for refrigeration and for reheating at the senior's convenience.

STEP 2: PROHIBITION

A. Ineligible Activity Review

Determine if the activity falls within one or more of the categories of prohibited activities. If so, name the category. Otherwise stop and go no further.

Not applicable.

B. Further Considerations

If any doubt exists about the above conclusion, engage in further consultation with local and Federal officials. Record the outcome of the consultations.

Not applicable.

STEP 3: NATIONAL OBJECTIVES

A. **Determine if the activity meets the criteria for one or more of the national objectives. If so, name both the category of national objective and the criterion that it satisfies. Otherwise, stop and go no further.**

National Objective: Low/Moderate Income Persons or Households
Category: Limited Clientele

B. Records to be Maintained

Describe the records to be maintained that document compliance with the above national objective per one of the criteria. Place those records in the file accompanying this Worksheet.

Documentation showing that the activity is designed to be used exclusively by a segment of the population presumed by HUD to be L/M income persons (e.g. elderly persons) and Race/Ethnicity reporting.

OTHER FEDERAL REQUIREMENTS

List the other Federal requirements that are applicable to this proposal and will necessarily be addressed in the future.

Submit certifications with Action Plan.

WORKSHEET COMPLETED BY:

(Name)

Program Manager - Grants
(Title)

June 9, 2016
(Date)

RECEIVED 3-24-16 JRys

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2016/2017

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED:** March 22, 2016

Legal Name of Agency: **City of Madera - Parks & Community Services Department**

Program Name: Senior Services

Agency Address: 701 East 5th Street

City/Zip: Madera / 93638 Telephone: (559) 661-5495

Program Director: Mary Anne Seay FAX: (559) 675-3827

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

The City of Madera's Parks and Community Services (**PCS**) Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 60 years of age and older. In recent years, staff has charted increased attendance in each of our program areas as a result of aggressive CDBG goals, an improved marketing strategy and an increasing senior population. While the interest and demand for senior services continue to grow in Madera, revenues have continued to decline in each of the last several years. Without additional sources of funding, the City of Madera would have no recourse but to reduce existing service-levels to Madera's seniors.

PCS employees manage senior services and programs at three congregate sites in addition to providing home-bound meal deliveries (Meals on Wheels) throughout the City. Staff is seeking Community Development Block Grant (CDBG) resources in the amount of $150,000 to support staffing, supplies and associated programming costs for our suite of senior activities which include: 1. the Meals on Wheels program; 2. Recreation and enrichment at our three congregate sites; and 3. nutrition/meal programs at each of the three congregate senior service locations. The congregate locations are located throughout Madera's disadvantaged neighborhoods at: the Frank Bergon Senior Center, the Pan-Am Community Center, and the Adult Day Care (ADC) Facility.

As introduced more generally above, requested CDBG funding would enable the City to continue to host and enhance the following programs and services for seniors:

a) **Meal Program** - The City of Madera provides a nutritious and balanced meal five days per week throughout the year, excluding holidays. The Meals on Wheels portion of the program delivers a minimum of five nutritious meals per week to qualified home-bound seniors. When resources are available from the funding source (Fresno Madera Agency on Aging (FMAAA)), additional meals (breakfast, snacks and/or shelf stable meal packages) are also provided.

b) **Wellness and Nutrition Programs** - Fitness and wellness programming takes place at all three locations. Programs offered throughout the week include: Tai-Chi, Zumba, aerobics, walking, chair exercise, water aerobics, yoga, dance instruction, and others.

c) **Recreation and Educational Activities** - The City augments its daily service for seniors with a variety of recreation and educational programming that includes safety discussions led by local law enforcement, technology related programs, genealogy classes, arts & crafts programs, ceramics classes, educational speakers, games, inter-generational programming, cooking classes, social dances, a wide variety of local and regional field trips, and other programs.

d) **Adult Day Care** - Meal and recreation programs for seniors with special needs are offered at the City of Madera's Adult Day Care (ADC) Center; programming at this facility is designed exclusively for seniors who have dementia (including Alzheimer's), Parkinson's disease or other related health issues. Program provides needed respite for family members and caregivers.

The three senior sites offer programming and services that are located throughout the City benefitting many of Madera's seniors and their families. The Meals on Wheels Program is also offered throughout the City limits. Without the City's senior programs, many program participants would live in isolation without the guarantee of consuming at least one nutritious meal each day. In addition, the recreation and fitness components provide an opportunity for social interaction, engagement, improved vitality and overall increased wellness. Our participants frequently describe our senior programming as their home away from home. In many cases, our services are the only nutritional, social and continued education services received by our participants. The attached letters illustrate some of these points.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

No other Madera-based agency offers the home delivered and congregate meal services and the variety and accessibility of programs within the City limits that are offered by the City's Parks and Community Services Department.

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

Not applicable

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

The senior population of The City of Madera is estimated to be 6,129 which is 8.8% of the total population of the City according to the most recent census data.

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

None of the 6,129 seniors are exempt from our programs and services, but our program is limited by room-size as well as staffing and other capacity issues. We estimate that we could serve up to 770 unduplicated seniors annually in the various programs and special events provided for area seniors.

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes __X__ No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
							220	550
GENDER	Female	539						
	Male	231						
FEMALE HEAD								

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	287	American Indian or Alaska native AND White	296
Black/African American	42	Asian AND White	293
Asian	6	Black/African American AND White	329
American Indian or Alaska Native	9	American Indian/Alaska Native AND Black/African American	51
Native Hawaiian or Other Pacific Islander	3	Other: Two or more races	33
Mexican/Chicano	320	Cuban	0
Puerto Rican	0	Other Hispanic/Latino:_____	320

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Goal #1: The City will implement technology based recreation programs for seniors. Participants will self-report a greater understanding of the benefits of technology.

Objective #1: The technology program area listed above will achieve at least a 10% increase in unduplicated clients over previously documented participation totals.

Objective #2: The technology program marketing will target an audience of Spanish speaking seniors in Madera. The senior technology program will achieve a 10% increase in participation of Madera's Spanish speaking senior population.

Goal #2: The city will implement new wellness and recreation programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.

Objective #1: The City will provide new educational excursions and programs that promote lifelong learning. The average score on self-reporting surveys for life satisfaction will rise 10% over the grant period.

Objective #2: The overall average score on self-reporting surveys for wellness will rise 10% over the grant period.

The City of Madera's Senior Service Programs have a system of checks and balances to ensure efficiencies, goal achievement and quality service. In addition to regular site visits, staff observation, employee evaluations, and program audits, we distribute and collect regular customer

satisfaction surveys. The data collected from these surveys is compiled, analyzed and used as a means to grow and improve service. (See attached employee evaluation, visitation check-list, and customer satisfaction service survey.)

What National Objective does your program meet?

The City of Madera Senior Service Program meets the national objective of benefiting low and moderate income persons. Most program participants in the City of Madera meet the low income criteria. In the rare circumstance where this is not the case, all program participants are seniors and therefore meet the qualifications as defined by CDBG.

Describe what measureable objectives your program meets?

Objective #1: The program areas listed above will each achieve at least a 10% increase in unduplicated clients over previously documented participation totals.

Objective #2: The program areas listed above will each achieve at least a 10% increase in duplicated services provided to individual participants.

Objective #3: The average score on self-reporting surveys for life satisfaction will rise 10% over the grant period.

Objective #4: The average score on self-reporting surveys for wellness will rise 10% over the grant period.

How will your program meet its goals in one year?

The City of Madera Senior Services Program will meet its goals by monitoring monthly meal consumption and quarterly reports that demonstrate goals and objectives are being met to ensure low and moderate income persons are receiving meals, social interaction and recreation programming detailed in this grant application.

How does your proposal support the Vision Plan Madera 2025 Action Plan?

The City of Madera's Senior Services Program supports the Vision 2025 Action Plan in the specific target areas of strategies #337 and #342 by providing intergenerational activities and vocational opportunities for seniors. Strategy #337 is to develop programs for Maderans of all ages with an emphasis on youth and senior activities. Strategy #342 is to ensure there are paid and volunteer opportunities for Madera's seniors.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

a) The Fresno Madera Area Agency on Aging (FMAAA) offers grant funding to help offset costs of senior services programs.
b) Some seniors make anonymous voluntary donations to the program. The suggested donation is $1.75/ meal. Seniors are NOT denied a meal and City staff does not track who donates resources and who does not.
c) The City of Madera's General Fund.
d) Other fund raising efforts occur periodically throughout the year; modest support of senior programs is achieved through fund-raising.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

As mentioned earlier, this request is to cover increasing costs of doing business for an increased number of participants in the City of Madera. The overall budget for the three senior sites and homebound meal program is estimated to be about $380,565 for the upcoming 2016-17 Fiscal Year. FMAAA grants are anticipated to offset this figure by $67,563. Funding support from the FMAAA is likely to remain relatively consistent in the upcoming fiscal year, but specific funding amounts are not communicated to staff until well after the CDBG selection process and the City of Madera's Budget building process have been completed.

Voluntary donations for the current fiscal year are projected to be shy of $17,000. These voluntary contributions have declined significantly over the last several years and have not recovered in step with the economic recovery. City staff project $17,000 in donations for the upcoming fiscal year. The City's General Fund available to the Parks and Community Services Department has also decreased in step with the economic down-turn and final budget numbers are not yet available for next Fiscal Year. Still, the trend has been downward; the City's General Fund contribution to the Parks and Community Services Department as a whole has decreased by approximately 30% over the last five years. These reductions have impacted the service delivery plan for senior programs, while CDBG and FMAAA grant awards make continued programming possible.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

The City of Madera surveys senior program participants annually and receives feedback from the Park and Recreation Advisory Board and the City of Madera Vision 2025 subcommittee. These groups meet regularly to discuss various topics and to give valuable input on programs and services, including those for seniors. Survey results and community feedback data are analyzed and program planning is implemented to meet the needs of participants as a direct

result of feedback data.

The City of Madera has also hosted community meetings to seek feedback from seniors on the allocation of resources. Staff continues the practice of including participant feedback in program development. This occurs through formal evaluations and surveys as well as more casual conversation between staff and program participants. Valuable input from seniors continues to influence the provision of services. Seniors identified various areas of interest; the top three areas of requested change in the last survey are:

1. Increasing hours of operation at senior centers.
2. Increasing senior programming during added hours of operation.
3. Increasing healthy food choices in the meal program.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

The City of Madera does not offer service outside of the Madera City limits.

When there is an overflow of clients, how is it determined whom to serve?

The City of Madera has not had an issue with an overflow of clients for the congregate meal program. The Home delivered meal program has a waiting list system in effect to serve the overflow of clients, additional resources helps to reduce the waiting list. We have increased the number of recreation and fitness programs to accommodate the increased interest, including additional and more regular field trips. Trips are offered on a first come/first served basis and they have filled up from time to time. When possible, a second bus is ordered.

Is income criteria used to establish eligibility for services?

____ Yes ___X___ No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

____ Yes ___X___ No (If yes, attach a copy of fee schedule.)

INCOME SOURCE	AMOUNT	
CITY	135,157	
UNITED WAY	-	
STATE (SPECIFY)	-	
FEDERAL (SPECIFY)	67,563	FMAAA
SERVICE FEES	-	
FUND RAISING	10,000	
DONATIONS	17,000	
CDBG REQUEST	150,000	
OTHER (LIST)	845	Madera County
TOTAL INCOME	380,565	

SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	214,155
BENEFITS	0150	95,544
SERVICES & SUPPLIES		6,900
INSURANCE	0200	325
COMMUNICATIONS	0250	5,550
CONSULTANT SERVICES	0300	-
OFFICE EXPENSE	0350	2,550
OFFICE RENTAL	0400	1
EQUIPMENT RENTAL	0450	-
UTILITIES	0500	3,600
TRAVEL (ADMIN.)	0550	-
FOOD SUPPLIES	0600	1,000
CONTRACTS	0650	39,969
TRANSPORTATION	0700	3,471
FUND RAISING	0750	7,500
TOTAL		380,565

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet?

The Madera City Council meets twice per month; once on the first Wednesday and once on the third Wednesday of each month. In the event a regularly scheduled meeting lands on a holiday, the Council meets the following business day.

What was the average number of Board members attending meetings last year?

The average number of members at meetings last calendar year was six (6). It should be noted that in November of 2012, the City of Madera moved from five (5) at large elected Council Members with a rotating annual Mayor to having six (6) Council Members elected by district and one (1) four year Mayor.

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

____4____ Minimum ___7____ Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-600365

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

Robert L. Poythress, Mayor, Vice President/Manager, Citizen's Business Bank, elected 2012, Mayor term expires December 2016

Vacant, Council Member term expires December 2018; District 1

Andrew J. Medellin, Owner Andy's Sports and Design, elected 2012, Council Member term expires December 2016; District 2

William Oliver, elected 2014, Mayor Pro Tem expires December 2015, Council term expires December 2018; District 3

Derek O. Robinson Sr., Retired Postal Service, elected 2012, Council Member term expires December 2016; District 4

Charles Flores Rigby, elected 2014, Council Member term expires December 2018; District 5

Donald E. Holley, Machine Operator, elected 2012, Council Member term expires December 2016; District 6

All of the Council Members and the Mayor may be reached at the following:

Madera City Hall
205 W. 4th Street
Madera, CA 93637

(559) 661-5409

FINANCIAL:

How often are financial records audited, and by whom?

Senior Service budgets are tracked regularly by staff. Internal Parks & Community Service Department practice is to review budgets on a quarterly basis. The Senior Program is subject to being audited twice annually. Separate audits occur by the Fresno Madera Area Agency on Aging and by an internal City of Madera audit performed by Price Paige and Company; they can be reached at: telephone - 559.299.9540, fax 559.299.2344 or website www.ppcpas.com.

Are the treasurer and/or other financial officers bonded? Yes

If so, for how much? $1,000,000

List any judgments or pending lawsuits against the agency or program:

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of N/A do hereby resolve that on , 2015, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: _____, 2016

AGENCY NAME: City of Madera – Parks & Community Services Department

ADDRESS: 701 East 5th Street, Madera, California 93738

TELEPHONE: 559-661-5495

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By: _____
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**March 25, 2016, 12:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com

City of Madera
Employee Performance Rating Form

LAST NAME	FIRST NAME	ID#	RANGE/STEP	PURPOSE OF REPORT
				( ) Probationary ___ Month ( ) Other _____ ( ) Merit Increase ( ) Semi-Annual Performance
DEPARTMENT	**POSITION TITLE**	**PERIOD ENDING**	**DUE DATE**	

PERFORMANCE FACTORS	NOT ACCEPTABLE	IMPROVEMENT NEEDED	SATISFACTORY	GOOD	SUPERIOR
1. Skill Level/Job Knowledge					
2. Work Habits					
3. Initiative					
4. Attitude					
5. Judgment					
6. Appearance/Physical Condition					
7. Communication Skills -Written/Oral					
8. Safety Awareness					
9. Cost Consciousness					
10. Attendance/Punctuality					
SUPERVISORS ONLY					
11. Organizational Skills					
12. Supervision/Leadership					
13. Self Confidence					
14. Fairness/Impartiality					

OVERALL COMMENTS: See attached

RECOMMENDATIONS FOR IMPROVEMENT: See attached

EMPLOYEE COMMENTS (optional):

GOALS (if applicable): See attached.

SIGNATURE OF RATER (Immediate Supervisor) DATE

( ) I have discussed the above with the employee and explained the rating and remarks.

EMPLOYEE SIGNATURE DATE

( ) I have discussed the above rating with my supervisor
( ) I have reviewed this report. My signature does not necessarily imply agreement with all items marked.

DEPARTMENT HEAD SIGNATURE DATE

( ) I concur with rating
( ) I do not concur with rating
( ) Approved for merit increment

REVIEWED BY:

CITY MANAGER DATE:

WHITE – PERSONNEL COPY YELLOW – EMPLOYEE COPY PINK – DEPARTMENT COPY

City of Madera

Senior Program Survey
February 2016

Please fill out this short survey to help us meet your needs more effectively and efficiently. We thank you in advance and appreciate your input and feedback.

1. **I come to the Senior Center primarily for the?**

a) **Socialization**
b) **Nutritious Meal**
c) **Recreation Programs (i.e., dances, bingo, trips, exercise, computers, etc.)**
d) **All of the above**

2. **How often do you visit the Senior Center?**

a) **Once a week**
b) **2 to 3 times a week**
c) **4 to 5 times a week**

3. **Please rate senior program staff (Only circle one)?**

a) **Excellent**
b) **Satisfied**
c) **Needs Improvement**
d) **Poor** **If Poor, Why?** _____

4. **Please rate the senior program meals (Only circle one).**

a) **Excellent**
b) **Satisfied**
c) **Needs Improvement**
d) **Poor** **If Poor, Why?** _____

5. **Please rate the senior recreation programs (Only circle one).**

a) **Excellent**
b) **Satisfied**
c) **Needs Improvement**
d) **Poor** **If Poor, Why?** _____

6. **Have you taken advantage of the senior trips offered?**

a) **Yes**
b) **No** **If No, Why?** _____

7. **Are there additional programs or services you would like to see offered by The City of Madera Parks and Community Services Department?**

_____

_____

8. **What is your age? (Circle One)**

50-60yrs **60-70yrs** **70-80yrs** **80-90yrs** **90yrs+**

City of Madera – Parks & Community Services
Visitation Checklist

Facility:		Program:	
Date:		Staff Present:	
Time In:	Time Out:	# of Participants	
Activity:		Report By:	

PERSONNEL (Staff was where they were schedule to be, doing what they were scheduled to do)

- ☐ All scheduled employees were present
- ☐ Employees were on time
- ☐ Employees were in appropriate attire/uniform
- ☐ Employees were leading calendared activities
- ☐ Employees were working to achieve objectives
- ☐ Employees were engaged with program participants
- ☐ Employees were appeared organized
- ☐ Employees had the supplies they needed

FACILITY (The facility is well maintained)

- ☐ The exterior of the Facility was neat and orderly
- ☐ Landscape and parking lot was neat and orderly
- ☐ Interior of the Facility was neat and orderly
- ☐ Furniture was neat and orderly
- ☐ Bathrooms were clean and stocked
- ☐ Other Facility issues: (please note that facility issues need to be reported to appropriate staff)

CORE VALUES (To the extent possible, please identify whether the staff exhibited the departments core values)

- ☐ Service
- ☐ Integrity
- ☐ Accountability
- ☐ Teamwork

FORMS (Staff was able to locate forms at the facility and were aware of their intended use)

- ☐ Activity calendar posted
- ☐ Attendance Form (up to date)
- ☐ Menu posted
- ☐ Incident reports on file
- ☐ Accident reports on file
- ☐ Rules Posted
- ☐ Department Mission Statement and Core Values posted
- Other Required Forms:

SAFETY (Safety policies and procedures were observed)

- ☐ Staff Exhibited basic safety principles
- ☐ Fire extinguisher current
- ☐ Injury and Illness Plan available
- ☐ Appropriate postings of required safety procedures
- ☐ First Aid Kit up to date
- ☐ Other safety concerns or issues: (please note that safety issues need to be reported to appropriate staff immediately)

NOTES & OBSERVATIONS (Use this space to highlight the positives you noted during this visitation. Also, use the space below share information that might help the PCS team deliver higher quality service to our program participants.

Employee(s) Signature(s):	Supervisor Signature:

To whom it may concern:

In regards to the MADERA ADULT DAY CENTER:

My mother Ruth Robertson has been attending the Madera Adult Day Center for the past 8 years. I can't tell you how much they have done for my mother and myself.

I am a single mother , with a drug addicted daughter and a new grandson and work full time and take care of a household. My plate is full to say the least. If it wasn't for the Madera Adult Day Center, I would not be able to function at all. It is such a wonderful blessing to be able to know that my mother is cared for and safe with people who are kind and compassionate. I can't not say enough of how much the program means to me and my mother. She enjoys it there as much as she can and just today when I dropped her off and they were playing the game Sorry, I could tell that it stimulates her mind and brings her back to herself and out of her dementia for a short period of time and I thought how very fortunate I was for the MADERA ADULT DAY CENTER!!

Thank you and I hope the program will continue to help with my mother's last days here.

Sincerely,

Jane Robertson 2/10/16

Jane Robertson

February 10, 2016

To Whom It May Concern:

The Madera Senior Club has approximately 65 plus active members and we are in full support of the application by the City of Madera Parks and Community Services Department for funding from the Community Development Block Grant (CDBG) for senior programs. These programs help enhance the lives of seniors by giving us a place to socialize and receive nutritious meals. We do programs like bingo, exercise, karaoke, dances, field trips and computer classes that the City provides to make every day at the center fun.

I am available to answer any questions you may have.

Sincerely,

Angelo Colantonio, President
Madera Senior Club

February 10, 2016

Grants Committee:

My name is Nancy Young and I am a program participant at the Pan American senior center. I would like to submit a letter on behalf of The City of Madera Parks and Community Services Department for support of funding for senior programs.

The Pan-American center is like our home away from home. We enjoy the new programs that are offered every day and try to help as much as we can to keep our center safe, clean and fun. Any funding provided can go a long way in enriching our lives and we thank you for your consideration.

Sincerely,

Nancy Young
Pan-Am Senior Center Program Participant

TAB 7

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2016/2017

DATE SUBMITTED: June 23, 2016

A. GENERAL INFORMATION

1. Name of Department/Organization: **City of Madera – Parks & Community Services Dept.**

Address: **701 East 5th Street – Madera, California 93638 (Main office located at City Hall)**

Contact Person: **Mary Anne Seay** Phone: **559-661-5491; Main # is 559-661-5495**

Concurrence: _____
Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

CENTENNIAL PARK REHABILITIATION AND LIGHTING PROJECT – This project represents a rehabilitation of elements at an existing park located in a low income neighborhood (within an eligible census tract. Centennial Park contains amenities which include parking lots; a swimming pool complex (with 3 pools, pool decking, a shade structure and pool building); outdoor inclusive play feature (under construction); play areas; and the John W. Wells Youth Center. Aging infrastructure and the lack of adequate lighting need to be addressed. Concrete pool decking and associated drains are failing, shade structures have become worn and blighted, ADA deficits have been made clear, the community has expressed concern over the lack of exterior lighting, and the finish on the exposed wood beams for both buildings is failing and in jeopardy of becoming blighted.

2. Need (Explain why project is needed.):

Centennial Park and the amenities on the property have been built and phased in over many years. Wear and tear, blight, ADA non-compliance, lack of sufficient lighting and other deficits have been identified by staff and the public and need to be addressed. Maintaining existing infrastructure that provides inclusive recreation, play, education and community gathering is essential to the health and safety of Madera's youth and the livability for residents in an economically challenged neighborhood. Failure to address the conditions as captured above would have a negative impact on area residents who rely on the park and its amenities for health, wellness, inclusion, community, a safe place and a sense of belonging.

3. **Estimated cost of project and source of estimate (if available):**
$430,000.00

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
None

4. **Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.**
If funded, staff will immediately engage in defining the scope of work (which depends on the funding amount). Substantial progress is expected in the first year of funding.

5. **What measureable goals will your program deliver?**
GOAL 1 – Improve Public Facilities
GOAL 2 – Provide Suitable Living Environment
GOAL 3 – Offer Youth Services
GOAL 4 – Increase Services to Special Needs Populations & Improve ADA Accessibility

The very completion of the proposed improvements is measurable. Pre and post improvement inspections will be completed by City staff and captured by way of appropriate CDBG reporting guidelines. As a result, the project will stave off deterioration of park infrastructure providing for a more livable community. The project will result in a safer, more aesthetic and more usable facility while expanding the usable life of amenities and making the entire facility more accessible to all, particularly for those with disabilities and/or limited mobility.

6. **What are the project's expected outcomes? How are the outcomes assessed?**
* Improved safety with the addition/improvement to concrete, lighting, and shade;
* Prolonged life of Public Facilities due to infrastructure improvements;
* Improved appearance/sense of place;
* Improved accessibility for all residents; and
* Increased and improved programming to youth, including special needs populations.

Centennial Park will become more accessible to the public in general and in particular to those with disabilities and/or limited mobility. An additional outcome is progress toward completing specific goals as outlined in the *ADA Self Evaluation and Transition Plan*. The outcomes will be assessed through reported increase in public satisfaction with the accessibility of the Center and increased public usage of the facility.

7. **What National Objective does your program meet?**

The proposed projects will meet two of the national objectives:

National Objective #1: Activities benefitting lower income person/households., and

National Objective #2: Preventing or eliminating slums or blight.

8. **How does your proposal support the Vision Plan Madera 2025 Action Plan**?

This project addresses several strategies and actions included in the Vision Plan including:

Action 113.3 – Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.

Action 113.4 – Provide parking with easy access for the handicapped.

Action 121.10 – Add facilities and amenities for the public.

Action 138.1 – Update the City of Madera's ADA program.

Action 138.2 – Inventory those public structures currently not in ADA compliance and develop plan to bring them into compliance.

Action 314.2 – Continue and expand facilities for youth-at-risk.

Strategy 332 - Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.

Strategy 336 – Youth Center: Expand youth center facilities throughout the City.

Strategy 404 – Promote increased community wellness.

Strategy 406 – Community Safety: Reduce the incidence of domestic violence within the community including child abuse; spousal abuse; crimes against youth and the elderly; and crimes committed by youth.

Strategy 407 – Promote and expand existing services to allow Madera's elders to maintain independent lifestyles.

Strategy 411– Enhance and expand recreational activities available to Maderans.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

a. How old is the affected structure?

Centennial Park was originally referred to locally as "Swimming Pool Park" as it was home to the first public pool in Madera. The Park and pool were constructed in 1964, or 52 years ago. Other amenities, such as the pool building (2009) and youth center (2010) were constructed more recently. Those additions, plus the addition of the new inclusive play feature which is currently under construction, bring additional traffic to the well-used public facility further necessitating the need to maintain the existing infrastructure.

b. Will this project affect a historically significant (or potentially historic) structure?

No.

2. Archeological:

a. Will this project involve any ground disturbance?

Yes. Minimal excavation will be required during demolition and for reconstruction of concrete surfaces.

b. If so, how deep will excavation be and what is the volume of earth to be moved?

Excavation will be 8" or less below existing ground elevation.

3. Water:

a. Does this project involve a sewer or water system?

Yes.

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

a. Number of persons served annually: 25,280

b. Service Area: The City of Madera
Number of City residents served annually: 25,280
Number of persons with disabilities or seniors served: 1,117

2. **How will the proposed project prevent or eliminate slums or blight?**
The elimination of deteriorating paint, exposed and aging wood, broken concrete, and dilapidated shade structures will beautify and revitalize the facility. The addition of exterior lighting will decrease blight in that it will deter vandalism and increase a sense of pride in the facility.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. **What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.**
The City of Madera takes several steps to ensure public participation in the planning of our programs, services and facilities. We use social media (Facebook and Twitter) to engage residents https://www.facebook.com/maderapcs/, hold community meetings, work with our partners in PD and Neighborhood Revitalization to collect citizen complaints and compliments, and we survey program participants and their parents (swimming programs as well as youth programs hosted at the park's youth center - see attached surveys).

   Specific meetings include the City of Madera's Beautification Committee (meetings are the 2nd Thursday evening of the month at 5:30 except in July and December), Youth Commission, periodic Neighborhood Watch, and community input meetings with the general public or specific partners. The specific outcomes for community meetings have been:

   a. Identify resources for increased and improved exterior lighting;
   b. Identify resources for increased and improved shade at pool;
   c. Identify resources to repair damaged exposed wood at pool building and John W. Wells Youth Center;
   d. Provide improved accessibility; and
   e. Provide additional programming for special needs youth and adults.

2. **Note complaints that have been received, etc.**
Complaint made to Councilman and staff at community meeting regarding dilapidated exposed wood, and lack of exterior lighting. Meeting was held on Tuesday, October6, 2015 in the John W. Wells Youth Center.

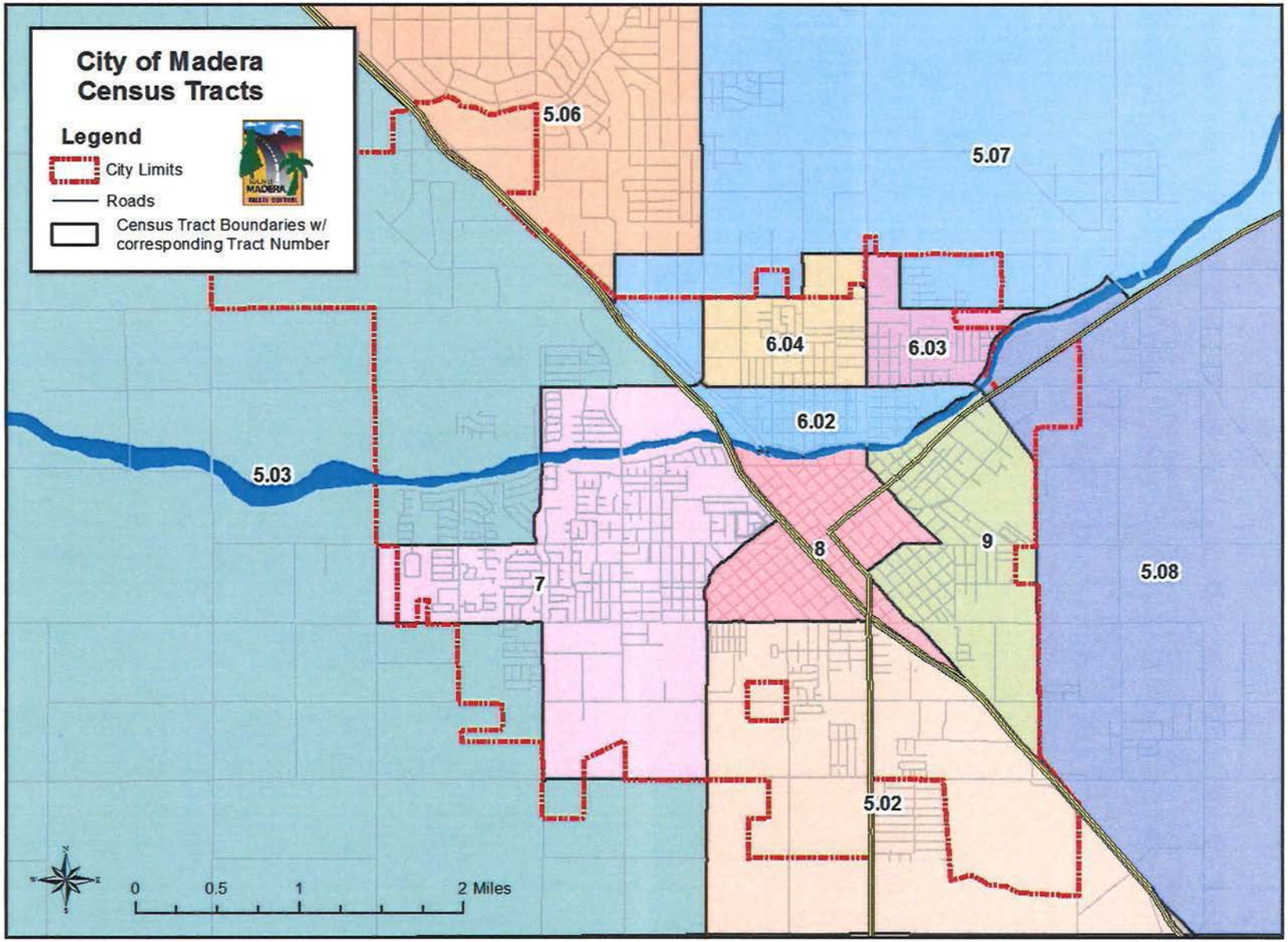
   Neighborhood watch meeting results show increasing concerns about the lack of exterior lighting at centennial Park (see attached notes).

3. **Evidence of collaboration with other agencies within the community.**
In addition to the links provided below that show video evidence of our partnerships, please see attached letters of support from some of our partners.

Special Event/Partners: https://www.youtube.com/watch?v=-5f-DS2s7-Q
Community Input Meeting: https://www.youtube.com/watch?v=aYmtAZP3wLw
Special Needs Adult Partners: https://www.youtube.com/watch?v=Ff8DI-7fGh4
Special Needs Soccer/Partners: https://www.youtube.com/watch?v=vCJ9nHFVhvg
Special Needs Basketball/Partners: https://www.youtube.com/watch?v=UU9-CBVzadc

Please see the eligible CDBG Census Tract map below.

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**June 23, 2016, 5:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com


City of Madera
Census Tracts
Legend
City Limits
Roads
Census Tract Boundaries w/
corresponding Tract Number
5.06
5.07
6.04
6.03
6.02
5.03
8
9
7
5.08
5.02
0
0.5
1
2 Miles

CITY OF MADERA

NEIGHBORHOOD REVITALIZATION DEPARTMENT
428 East Yosemite Avenue · Madera, California 93638
(559) 661-5114 Phone · (559)674-7018 Fax

The City of Madera co-hosts Neighborhood Gatherings *throughout the community as an outreach service helping residents get to know each other and join in discussing ways to improve the quality of life in their neighborhoods. Guest speakers are invited to provide valuable information and discuss topics of common interest to neighbors.*

~~~

Call for more information *on how to start a Neighborhood Watch or Neighborhood Association*

~~~

Neighbors *who stay connected help make their neighborhood a better place to live!*

High Street NW Meeting (1st Meeting)
Friday, November 13, 2015
John Well Youth Center, 701 E. 5th Street
6:00-7:00pm Saleh Alhm

Agenda

1.0 Welcome and Introduction of our Neighborhood Outreach Coordinator- Saleh Alhomedi and Co-Coordinator- Christina Herrera
2.0 Introduction/Comments/ Questions from Elected Officials
3.0 Madera Police Department
3.1 Next Door, Nixle, and raidsonline.com- Lacy Burleson
3.2 Animal Control- Officer Bravo
3.3 ~~Establishing Neighborhood Watch Program~~- Officer Velasquez - Officer Garibay w/ the Gang Unit - Officer Perez - Probation off. w/ Gang Unit
4.0 Questions/Answers
5.0 Adjourn

(10) per activation Security / emergency issues

Your Neighborhood Contact:
Ms. Cano at (559) 871-2336

**** Graffiti Cleanup Kits Available—Sign up for a free kit!***

RAIDSONLINE
POWERED BY BAIR ANALYTICS

NEIGHBORHOOD WATCH
PROGRAM IN FORCE

For information on Neighborhood Gatherings Contact:
Saleh Alhomedi at 559-661-5111 or Christina Herrera at 559-661-2853
City of Madera Neighborhood Outreach Specialists

Mary Anne Seay

From: Mary Anne Seay <mseay@cityofmadera.com>
Date: 11/18/2015 4:08 PM (GMT-08:00)
To: Andy's Sports & Design <asd3661@yahoo.com>
Subject: RE: High Street Neighborhood Gathering Report

Thank you, Andy. I appreciate it. Let me know if additional information is needed. Thank you - MAS

. Lighting	Residents expressed concerns about the lack of lighting in the street and at the park.	Councilman Andy informed residents that we will follow-up with the matter.	
. Vehicle vandalism	A resident was concerned that his Truck got kicked by youth leaving the John Well Youth Center.	John Well Youth Center will be informed of activity that is being done by students that are leaving the center early.	
. Street closure on Flume.	Residents wanted to know why the street was blocked.	Councilman Andy informed residents that we will follow-up with the matter.	

Mary Anne Seay

Madera Parks & Community Services Director

701 East 5th Street

Madera, CA 93638

City of Madera
We Care
BEAUTIFICATION COMMITTEE

701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
March 12, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Approval of Minutes
   - Regular – November 13, 2014
   - Regular – January 8, 2015
4. Correspondence
5. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

II. New Business:

A. Committee Member Appointments
B. Elections of Chair and Vice Chair for 2015
C. HRPP Park Development Grant
D. Fansler Inclusive Playground Grant
E. Item Review – Design Plans for 4th Avenue Landscape
F. Review – Median Island Design
G. Spring Landscape Awards

III. Old business:

A. Department/Program Updates
B. Other

IV. Adjournment

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of March 12, 2015 on March 5, 2015.

MARYLIN HALL-ZUNINO, Administrative Assistant

City of Madera
We Care
BEAUTIFICATION COMMITTEE

701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
April 9, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Approval of Minutes
   - Regular – March 12, 2015
4. Correspondence
5. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

II. New Business: None.

III. Old business:

A. Water Conservation
B. Department/Program Updates
C. Spring 2015 Landscape Awards – Update
D. Other

IV. Adjournment

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of April 9, 2015 on April 2, 2015.

MARYLIN HALL-ZUNINO, Administrative Assistant

City of Madera
We Care
BEAUTIFICATION COMMITTEE

701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
May 14, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Approval of Minutes
   - Regular – April 9, 2015
4. Correspondence
5. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

II. New Business:

A. Brown Act Refresher – Brent Richardson, City Attorney

III. Old business:

A. Spring 2015 Landscape Awards
B. Department/Program Updates
C. Other

IV. Adjournment

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of May 14, 2015 on May 6, 2015.

MARYLIN HALL-ZUNINO, Administrative Assistant

City of Madera
We Care
BEAUTIFICATION COMMITTEE

701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
August 13, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes
   - Regular Meeting – May 14, 2015
5. Correspondence

II. New Business: None.

III. Old business:

A. 2015 Landscape Awards - Summer
B. Water Conservation

IV. Adjournment

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of August 13, 2015 on August 12, 2015.

MARYLIN HALL-ZUNINO, Administrative Assistant

City of Madera
BEAUTIFICATION COMMITTEE
701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
October 8, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes
   - Regular Meeting – August 13, 2015
5. Correspondence

II. New Business:

A. Housing Related Parks Program Update
   Knox Park
   Inclusive Play Feature
   Community Meeting
B. Laurel Trail Progress
   Lighting
C. Median Island Landscape – New Drought Tolerant Plans

III. Old business:

A. Fall Landscape Award Update
B. Department Updates

IV. Adjournment

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of October 8, 2015 on October 6, 2015.

MARYLIN HALL-ZUNINO, Administrative Assistant

City of Madera
BEAUTIFICATION COMMITTEE
701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
November 12, 2015
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes: there are no minutes for consideration.
5. Correspondence

II. New Business: None.

III. Old business:

A. Fall Landscape Awards
   - Review Nominatoins
   - Chose Award Winner

B. Department Updates

IV. Adjournment

> Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of November 12, 2015 on November 10, 2015.

MARYLIN HALL-ZUNINO, Administrative Assistant

City of Madera
We Care
BEAUTIFICATION COMMITTEE
701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
March 10, 2016
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes:
   - Regular Meeting – January 14, 2016
5. Correspondence

II. New Business:

A. Elections of Chair and Vice-Chair for 2016
B. Beautification Committee Member Contact Information - Discussion

III. Old business:

A. Spring Volunteer Day
B. Park Project Updates
   - Knox Park
   - Centennial Park
   - River Walk
   - Laurel Trail
C. Water Conservation
   - Citation Fees
D. Spring Landscape Awards
   - Approval of Nomination Form
   - Distribute List of Current Spring Nominations Received
E. Department Updates

IV. Adjournment

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of March 10, 2016 on March 1, 2016.

MARYLIN HALL-ZUNINO, Administrative Assistant

City of Madera
We Care
BEAUTIFICATION COMMITTEE
701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
May 12, 2016
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes:
   - Regular Meeting – March 10, 2016
5. Correspondence

II. New Business:

A. Park & Recreation Master Plan Update
B. Urban Forest Issues

III. Old business:

A. Spring Volunteer Day - Update
B. Parks Project Updates
   - Knox Park
   - Centennial Park
   - Laurel Trail
C. Water Conservation
   - Stage Change
   - 4th Street Medians/Pine and Pecan Medians
D. Spring Landscape Awards
   - Distribute Updated List of Current Spring Nominations Received
   - Prentation – Nominated Residences
   - Chose the 2016 Spring Landscape Award winner
E. Department Updates

IV. Adjournment

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of May12, 2016 on May 6, 2016.

MARYLIN HALL-ZUNINO, Administrative Assistant

City of Madera
BEAUTIFICATION COMMITTEE
701 E. 5th Street Madera, CA 93638 Ph. (559) 661-5495

CITY OF MADERA
Beautification Committee
701 E. 5th Street
Madera, CA 93638
Parks & Community Services, Upstairs Conference Room

REGULAR MEETING
January 14, 2016
5:30 p.m.

AGENDA

I. Opening Procedures

1. Call to Order
2. Roll Call
3. Public Comment:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Committee. Speakers shall be limited to five (5) minutes, and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Committee on items on the Agenda should notify the Chair when that Agenda item is called. The Committee 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 Committee does not respond to public comment at this time.

4. Approval of Minutes:
   - Regular Meeting – October 8, 2015
   - Regular Meeting – November 12, 2015
5. Correspondence

II. New Business:

A. Baracades
   - 4th & Flume Streets
B. Water Concervation
C. Spring Volunteer Day
D. Ideas – Discussion
   - Videos
E. Spring/Summer Awards

III. Old business:

A. Department Updates

IV. Adjournment

- Any writing related to an agenda item for the open session of this meeting distributed to the City of Madera Beautification Committee less than 72 hours before this meeting is available for inspection at the City of Madera Parks & Community Services office 701 E. 5th Street, Madera, California 93638 during normal business hours.

I, Marylin Hall-Zunino, Administrative Assistant for the City of Madera, Parks & Community Services Department, declare under penalty of perjury that I posted the above Beautification Committee Agenda for the Regular Meeting of January 14, 2016 on January 12, 2016.

MARYLIN HALL-ZUNINO, Administrative Assistant

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, November 3, 2015
5:30 PM, John W. Wells Youth Center

Agenda

1) Icebreaker/ Team Building

2) Youth Commission By-Laws – going over them

3) Body Map Template activity – helping to identify what's important to Commissioners

4) Adjournment – Next meeting will be Tuesday, November 17, 2015 5:30-6:30pm

City of Madera
Parks & Community Services
701 E. 5th Street
Madera, CA 93638
559.661.5495 T
559.675.3827 F
www.madera-ca.gov

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, November 17, 2015
5:30 PM, John W. Wells Youth Center

Agenda

1) Icebreaker/ Team Building

2) Youth Commission By-Laws – answering questions

3) Youth Commission priorities for the year – what areas would you like to focus on for the year? How do you identify what is important for the group?

4) Adjournment – Next meeting will be Tuesday, December 1, 2015 5:30-6:30pm

City of Madera
Parks & Community Services
701 E. 5th Street
Madera, CA 93638
559.661.5495 T
559.675.3827 F
www.madera-ca.gov

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, December 1, 2015
5:30 PM, John W. Wells Youth Center

Agenda

1) Icebreaker/ Team Building

2) Approval of Minutes

3) Treasury Report

   - Fundraising ideas & opportunities

4) Establishing priority projects for the year

   - Look at the key interest areas identified at last meeting and identify projects/activities:
     - Bullying
     - Teen Pregnancy
     - Litter/Trash
     - High School Dropouts
     - Drug & Alcohol Abuse
     - Negative Influences

5) Other Orders of Business
   - Winter Wonderland event- Saturday, December 19, 2015 10am-3pm @ Youth Center

6) Adjournment – Next meeting will be Tuesday, December 15, 2015 5:30-6:30pm

Ornament Exchange for next meeting??

City of Madera
Parks & Community Services
701 E. 5th Street
Madera, CA 93638
559.661.5495 T
559.675.3827 F
www.madera-ca.gov

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, December 15, 2015
5:30 PM, John W. Wells Youth Center

Agenda

1) Icebreaker/ Team Building – Build a Snowman

2) Approval of Minutes

3) Treasury Report

   - Fundraising ideas & opportunities

4) Establishing priority projects for the year

   - Look at the key interest areas identified at last meeting and identify projects/activities:
     - Bullying
     - Teen Pregnancy
     - Litter/Trash
     - High School Dropouts
     - Drug & Alcohol Abuse
     - Negative Influences

5) Other Orders of Business
   - Winter Wonderland event- Saturday, December 19, 2015 10am-3pm @ Youth Center
   - Elections
   - Secret Santa & Potluck

6) Adjournment – Next meeting will be Tuesday, January 5, 2016 5:30-6:30pm

City of Madera
Parks & Community Services
701 E. 5th Street
Madera, CA 93638
559.661.5495 T
559.675.3827 F
www.madera-ca.gov

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, January 12, 2016
5:30 PM, John W. Wells Youth Center

Agenda

1) Icebreaker/ Team Building –

2) Approval of Minutes

3) Treasury Report

   - Fundraising ideas & opportunities

4) Details on Events (see attachment)

5) Other Orders of Business
   - Easter Eggstravaganza- March 19, 2016 @ Town & Country Park
   - Relay For Life- 1st weekend of May 7th & 8th, 2016

6) Adjournment – Next meeting will be Tuesday, January 19, 2016 5:30-6:30pm

City of Madera
Parks & Community Services
701 E. 5th Street
Madera, CA 93638
559.661.5495 T
559.675.3827 F
www.madera-ca.gov

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, January 19, 2016
5:30 PM, John W. Wells Youth Center

Agenda

1) Icebreaker- Bumper Sticker

2) Approval of Minutes

3) Treasury Report

   - Fundraising ideas (came up with a list at meeting on 1/12/16)

4) Saturday Concessions: Youth Basketball- Begin 1/23/16 (this Saturday)

5) Fundraising

6) Event Details (handout given on 1/12/16)

7) Other Orders of Business
   - Easter Eggstravaganza- March 19, 2016 @ Town & Country Park – snow cones, raffle baskets, etc.
   - Relay For Life- 1st weekend of May 7th & 8th, 2016
   - First activity needs to be planned by end of February

8) Adjournment – Next meeting will be Tuesday, February 2, 2016 5:30-6:30pm

City of Madera
Parks & Community Services
701 E. 5th Street
Madera, CA 93638
559.661.5495 T
559.675.3827 F
www.madera-ca.gov

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, February 2, 2016
5:30 PM, John W. Wells Youth Center

Agenda

1) Icebreaker/ Team Building –

2) Approval of Minutes

3) Treasury Report

   - Fundraising ideas & opportunities

4) Details on Events (see attachment)

5) Other Orders of Business
   - Easter Eggstravaganza- March 19, 2016 @ Town & Country Park
   - Relay For Life- April 30th & May 1st

6) Adjournment – Next meeting will be Tuesday, February 16, 2016 5:30-6:30pm

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, February 16, 2016
5:30 PM, John W. Wells Youth Center

Agenda

1) Approval of Minutes

2) Treasury Report

3) Researched activities results

4) Other Orders of Business
   - Easter Eggstravaganza- March 19, 2016 @ Town & Country Park – Easter baskets & snowcones
   - Relay For Life- April 30th & May 1st "*Hope Shines On…*" theme
   - Trail clean-up- Monday, March 21, 2016 – Need time & location of trail

5) Adjournment – Next meeting will be Tuesday, March 1, 2016 5:30-6:30pm

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, March 1, 2016
5:30 PM, John W. Wells Youth Center

Agenda

Members Present:
New members in attendance:

1) Icebreaker/Team Building Activity

2) Approval of Minutes *(President)*

3) Treasury Report *(Treasurer)*

4) Orders of Business:

   a) "Talking Stick" – Will be enforcing this rule to encourage the active listening of each of the Members and others. Only those who have the "Talking Stick" may speak. The "Talking Stick" will be passed to those who would like to comment on the topic at hand. *(Ashley)*
   b) Research of Anti-Bullying Workshops/Seminars/Summits done by other Youth Groups/Youth Commissions. *What has been done? What activities did you like? What would work in Madera? What needs to be changed? (Ashley)*
   c) Start developing Anti-Bullying Workshop/Seminar/Summit *(Ashley)*
   d) Easter Baskets for raffle for Eggstravaganza event on Saturday, March 19, 2016. Decided on 4 baskets to raffle off. Need baskets, wrap, grass, toys. Put baskets together at next meeting. *(President)*
   e) Trail Clean-up: Monday, March 21, 2016 9-11am. Will need a list of equipment needed for clean up at next meeting. *(President)*

5) Other Orders of Business:

   a) Recruitment of additional members. Would like a diverse group of teens to represent the voice of <u>all</u> teens in Madera. *(Ashley)*
   b) Next agenda items:
   c)

6) Adjournment – Next meeting will be Tuesday, March 15, 2016 5:30-6:30pm – Glow-in-the-dark Egg Hunt inside of the Gym

City of Madera
Parks & Community Services
701 E. 5th Street
Madera, CA 93638
559.661.5495 T
559.675.3827 F
www.madera-ca.gov

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, March 15, 2016
5:30 PM, John W. Wells Youth Center

Agenda

Members Present:
New members in attendance:

1) Icebreaker/Team Building Activity: Egg Hunt

2) Approval of Minutes *(President)*

3) Treasury Report *(Treasurer)*

4) Orders of Business:

   a) Eggstravaganza Event – THIS Saturday, March 19, 2016 @ Lion's Town & Country Park. Meet at park at 8am for set-up.
      i. Snow Cones: Need bags of ice (10) 20oz bags, ice chests
      ii. Baskets: Need raffle tickets (Jenn has), decorated canister for tickets, pens for filling out tickets, & baskets
      iii. Signs: 2 signs – need to make
      iv. Anything else needed for Saturday's event??
   b) Trail Clean-up: Monday, March 21, 2016 9-11am @ Rotary Park (near Dog Park/Skate Park/Jack-in-the-Box).
      i. Will have grapplers & bags. Need to bring own gloves (we *may* have some available)
   c) Relay For Life: Saturday, April 30, 2016 & Sunday, May 1, 2016
      i. Relay theme: "*Paint a World Without Cancer*"
      ii. City of Madera will have a booth
   d) Baskets

5) Other Orders of Business:

   a) Volunteer Day – Saturday, April 9, 2016 @ 8:30am. Meet in parking lot by Ampitheatre
   b) Anti-Bullying Event
   c) Recruitment Ideas
   d) Next agenda items:
   e)

6) Adjournment – Next meeting will be Tuesday, April 5, 2016 5:30-6:30pm

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, April 5, 2016
5:30 PM, John W. Wells Youth Center

Agenda

Members Present:
New members in attendance:

1) Icebreaker/Team Building Activity: Egg Hunt

2) Approval of Minutes *(President)*

3) Treasury Report *(Treasurer)*

4) Orders of Business:

   a) Eggstravaganza Re-Cap
      i. Money Raised- $317
      ii. How'd it go? Thoughts?
      iii. Notes/Suggestions for next year:

   b) Trail Clean-up Re-Cap:
      i. Girl power! How'd it go?
   c) Volunteer Day – THIS Saturday, April 9, 2016 @ Lion's Town & Country Park 8:30am-1:00pm
   d) Relay For Life – Saturday, April 30 & Sunday, May 1, 2016
      i. Relay theme: "*Paint a World Without Cancer*"
      ii. City of Madera will have a booth
   e) Anti-Bullying Event:
      i. Need to decide on a date & time
      ii. Start working & finalizing activities
      iii. Decide on anti-bullying videos
      iv. Flyer design

5) Other Orders of Business:

   a) Recruitment Ideas
   b) Youth Commission College Trip – Saturday, May 14, 2016: UC Santa Cruz & Santa Cruz Beach Boardwalk
   c) Next agenda items:
   d)

6) Adjournment – Next meeting will be Tuesday, April 19, 2016 5:30-6:30pm

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, May 3, 2016
5:30 PM, John W. Wells Youth Center

Agenda

Members Present:
New members in attendance:

1) Icebreaker/Team Building Activity:
2) Approval of Minutes *(President)*

3) Treasury Report *(Treasurer)*

4) Orders of Business:

   a) Relay For Life Re-Cap:

   b) Anti-Bullying Event:
      i. Saturday, May 28, 2016 12-3pm
      ii. Grades 5th – 12th
      iii. Advertising the event: How will you do this??
      iv. Jennifer submitted flyer and is waiting for approval.

   c) College Trip – Saturday, May 14, 2016
      i. Pick up @ Youth Center – **Need to be at Center by 6:30am!!!**
      ii. UC Santa Cruz & the Santa Cruz Beach Boardwalk
      iii. Return time is approximately 7:30pm.
      iv. Jennifer will get you a copy of the Itinerary ASAP!
      v. Permission slip: **Need returned by this Friday, May 6, 2016!!!**

5) Other Orders of Business:

   a)
   b)
   c)
   d) Next agenda items:

6) Adjournment – Next meeting will be Tuesday, May 17, 2016 5:30-6:30pm

City of Madera
Parks & Community Services
701 E. 5th Street
Madera, CA 93638
559.661.5495 T
559.675.3827 F
www.madera-ca.gov

Parks Make Life Better!

City of Madera
Youth Commission
Tuesday, May 17, 2016
5:30 PM, John W. Wells Youth Center

Agenda

Members Present:
New members in attendance:

1) Icebreaker/Team Building Activity:
2) Approval of Minutes *(President)*

3) Treasury Report *(Treasurer)*

4) Orders of Business:

   a) Relay For Life suggestions for next year:

   b) Anti-Bullying Event:
      i. Saturday, May 28, 2016 12-3pm
      ii. Grades 5th – 12th
      iii. Advertising the event: How will you do this??
      iv. Jennifer submitted flyer and is waiting for approval.

   c) College Trip – Recap:

5) Other Orders of Business:

   a)
   b)
   c)
   d) Next agenda items:

6) Adjournment – Next meeting will be Tuesday, May 24, 2016 Time:

City of Madera
Parks & Community Services
701 E. 5th Street
Madera, CA 93638
559.661.5495 T
559.675.3827 F
www.madera-ca.gov

Kids Camp Evaluation

Name: _____

Camp Session: Stars and Stripes Week 4

Time: _____

Date of Evaluation: _____

	Poor	Below Average	Average	Above Average	Excellent
Staff					
Staff was prepared	1	2	3	4	5
Staff planned a variety of activites	1	2	3	4	5
Staff was friendly and informative to parents	1	2	3	4	5
Did camp meet your expectations	1	2	3	4	5
Program					
Structure of camp program	1	2	3	4	5
Registration process	1	2	3	4	5
Program fee was appropriate	1	2	3	4	5
Length of camp session	1	2	3	4	5

Comments: _____

Swim Lesson Evaluation

Name: _____

Swim Class: _____

Swim Time: _____

Date of Evaluation: _____

	Poor	Below Average	Average	Above Average	Excellent
Instructors					
Was the instructor involved in teaching the lesson?	1	2	3	4	5
Was the instructor friendly and courteous to your child?	1	2	3	4	5
Was the instructor confident when teaching the lesson?	1	2	3	4	5
Swim Lesson					
Did the lesson start on time?	1	2	3	4	5
Did the lesson run the entire 30 minutes?	1	2	3	4	5
Was your child given enough one-on-one time?	1	2	3	4	5

Comments: _____

City of Madera Parks & Community Services Department

After School Program Cooking Class

Pre-Evaluation Survey

1. Do you help your parents/guardians cook at home? *(Please circle)*
   Yes No

2. How many times per week do you cook or prepare snacks for either yourself or family members? *(Please circle)*
   a) 0-1
   b) 2-3
   c) 4-5
   d) 6-7

3. Hot foods should be kept at what temperature? *(Please circle the number you feel is correct)*
   a) 100 degrees
   b) 126 degrees
   c) 141 degrees
   d) 200 degrees

4. Cold foods should be kept at what temperature? *(Please circle the answer you feel is correct)*
   a) Below 50 degrees
   b) Below 41 degrees
   c) Below 28 degrees
   d) Below 32 degrees

5. How long should food be left out before cooking? *(Please circle the answer you feel is correct)*
   a) 1 hour
   b) 30 minutes
   c) 5 minutes
   d) Food should be left in the fridge until ready to use

6. How long are you supposed to wash your hands? *(Please circle the answer you feel is correct)*
   a) 1 minute
   b) 30 seconds
   c) 15 seconds
   d) I don't need to wash my hands before preparing food

CITY OF MADERA 2016 T-BALL SURVEY

Age Group: _____Team Name:_____

	EXTREMELY SATISFIED	SATISFIED	AVERAGE	DISSATISFIED	EXTREMELY DISSATIFIED
1. City staff assist with any questions or concerns in a timely manner.					
2. Game days and times.					
3. My child enjoyment of the program.					
4. Coaches and staff professionalism and conduct.					
5. My child's progress in his/ her knowledge in the game of baseball.					
6. League fees value.					
7. Overall, how would you rate this program?					

8. What does your child like most about the league?

_____

_____

9. As the guardian, what did you like most about the league?

_____

_____

10. Would you register your child again for this league? Yes/ No. Please explain.

_____

_____

11. What changes if any would you like to see?

_____

_____

12. Would you participate in a Fall T-Ball League if offered?
___ Yes ___ No

13. Please prioritize and identify which sports you would be interested in registering your child for
___Flag Football ___ Volleyball ___ Soccer ___ (Other)_____

14. Additional comments.

_____

_____

Any additional concern, please feel free to contact us through email:

Youth / Adult Sports Coordinator : Adam Romero - aromero@cityofmadera.com

To stay current with programs and activities, follow on Facebook at:
City of Madera Parks and Community Services

Like us on Facebook

Community
Integrated
Work
Program, inc.

980 Emily Way, Madera, CA 93637
(559) 673-5174 • Fax: (559) 673-2932

June 22, 2016

To whom it may concern:

As Advocates for individuals with developmental disabilities and mental challenges, Community Integrated Work Program, Inc. (CIWP) is excited about the possibilities offered to our clients by the City of Madera's latest initiative to improve Centennial Park. Our model of community integration includes accessibility to sports and recreation programs as a means to achieve productive lifestyles, and the Centennial Park Rehabilitation and Lighting Project is in conformance with this model. CIWP and the City are active partners in several of our service areas, including Community Integration, Health Maintenance, and Social/Interpersonal Skills Development. Centennial Park, including the John Wells Youth Center is a base of operations from which we can effectively partner to promote those service areas. Improvements to the Park that enhance and expand the availability and accessibility to programs are of benefit to both of our organizations, to our clients in particular, and to the Madera community at large. I believe that the City is a good steward of any resources that may be made available and am therefore enthusiastic about offering this letter of support for the project.

If you wish to discuss this letter of support in more depth, I can be reached at (559) 673-5174.

Sincerely,

Sherri Arrington – Director, CIWP Madera and Fleet Services

KINGS VIEW

SKILLS4SUCCESS
701 East 5th Street, Madera, California 93638
Phone: (559) 673-0167 FAX: (559) 675-3827

June 22, 2016

To Whom It May Concern:

It is my honor to offer this letter of support for The City of Madera Parks and Community Services Department application for funding from the Community Development Block Grant (CDBG) for Centennial Park rehabilitation and lighting project.

The City of Madera's grant application for the rehabilitation of Centennial Park and lighting project is a needed amenity in the area. Centennial Park is utilized by low income residents and provides quality green space and recreation activities/programs for Madera families. Skills4Success partners with the City to offer specialized college and career ready programs for teens and young adults that aspire to receive higher education and vocational training. Centennial Park is the home base for Skills 4 Success and any improvements at the center and its surrounding that benefits Skills 4 Success clients is welcome.

As a supporter of the community, the city and Centennial Park, I hope you accept this letter of support. Rehabilitation of Centennial Park and Lighting of the park would be of immense value to the youth and residents of the community. I am available for further contact at (559) 675-0105. Thank you.

Sincerely,

Eugene Bell
Executive Director
Kings View Skills 4 Success
701 E. 5th Street
Madera, CA 93638

Madera Special Needs Sports And Recreation

June 22, 2016

To whom it may concern:

Madera Special Needs Sports & Recreation (MSNSR) is a 501c3 Non-Profit organization. created in 2014 by a group of parents that have children with developmental & or physical disabilities. Our mission is to encourage the formation of recreational activities/sports programs that will meet the needs of individuals with special needs. We educate, motivate and encourage individuals with a developmental & or physical disability to participate in sports/recreation programs in an environment that is adapted to the level of ability of the participating athletes. In addition, our focus is to integrate individuals with disabilities with individuals without disabilities in order to promote awareness of challenges, to encourage team building, to educate the general public about disability sports, and to promote societal awareness of the challenges and needs of individuals who have developmental and physical disabilities.

MSNSR is proud of our partnership with the City of Madera Parks & Community Services and we are happy to provide this letter in support of the proposed Centennial Park Rehabilitation and Lighting Project. Past improvements at Centennial Park have greatly benefitted the population we represent but there are still problems that need to be addressed in order to make the park and its amenities truly inclusive. The proposed rehabilitation plan specifically addresses accessibility issues that are critically important to our clients and the improvements and addition of lighting will enhance accessibility in the evening hours. With the construction of the inclusive playground currently underway and the funding for the Rehabilitation Project in place, Centennial Park can become a model for accessibility for the community.

We look forward to being a community resource and offering our perspective and ideas as this worthy project is brought to completion. If you require further information I can be reached at 559-871-4069.

Sincerely,

Fernando Santoya
President, MSNSR

TAB 8

CITY OF MADERA
COMMUNITY DEVELOPMENT
BLOCK GRANT

PROPOSED ACTIVITY WORKSHEET

ACTIVITY NAME: ___Fire Station No. 6 Emergency Generator_____

DESCRIPTION:

Describe what the activity will be in support of the Consolidated Plan and 2025 Vision Plan, how and when it will be accomplished as well as the proposed budget.

The existing 25-30 year-old generator is inadequate to fully function in the event of a power outage. This activity replaces the existing generator with a new generator. The requested about is $25,000.

STEP 1: ELIGIBILITY

A. Eligible Activity List

Determine if the activity falls within one or more of the categories listed among the basic eligible activities. If so, name the category. Otherwise stop. Go no further in qualifying the activity.

This activity falls within the Capital Projects/Public Improvements costs category.

B. Examples of Allowable Costs

Determine if the use of CDBG funds relates to one or more examples contained in the HUD Guide. If so, specify the allowable costs.

Equipment cost.

C. Additional Considerations

If necessary, note that the activity is subject to additional considerations and describe those circumstances.

HUD's approval of the 2016/2017 Action Plan.

A. Ineligible Activity Review

Determine if the activity falls within one or more of the categories of prohibited activities. If so, name the category. Otherwise stop and go no further.

Not applicable.

B. Further Considerations

If any doubt exists about the above conclusion, engage in further consultation with local and Federal officials. Record the outcome of the consultations.

Not applicable.

STEP 3: NATIONAL OBJECTIVES

A. Determine if the activity meets the criteria for one or more of the national objectives. If so, name both the category of national objective and the criterion that it satisfies. Otherwise, stop and go no further.

National Objective: Low/Moderate Area Benefit
Category: Equipment

B. Records to be Maintained

Describe the records to be maintained that document compliance with the above national objective per one of the criteria. Place those records in the file accompanying this Worksheet.

Documentation consistent with the City's approved Purchasing Policy.

OTHER FEDERAL REQUIREMENTS

List the other Federal requirements that are applicable to this proposal and will necessarily be addressed in the future.

Not applicable.

WORKSHEET COMPLETED BY:

Jorge Rojas

(Name)

Program Manager - Grants

(Title)

June 23, 2016

(Date)

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2016/2017

DATE SUBMITTED: _____

A. GENERAL INFORMATION

1. Name of Department/Organization: Madera City Fire Department

   Address: 200 South Schnoor Avenue, Madera, Ca. 93638

   Contact Person: James Forga BC Phone: 559-232-9605

   Concurrence: James Forga
   Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary (Description of proposed project and anticipated accomplishment. If appropriate, include diagram of the area.):

   Madera City Fire will purchase a new emergency generator for Fire Station #6.

2. Need (Explain why project is needed.):

   The new emergency generator will be a benefit to the area identified for a number of reasons, specifically to assure response to emergency incidents in the event of a power failure in the area. The current emergency generator is roughly 25-30 years old and does not have the reliability that is needed to still power the fire station once power is lost. When commercial power is lost, the fire personnel have to rely on emergency back-up power to function and respond to emergency incidents. The emergency generator will power the entire fire station; therefore it will not hamper our response and serve the citizens of the communities identified.

3. Estimated cost of project and source of estimate (if available):

   $25,000

   Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

No other sources of funds are proposed to implement this project.

4. Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.

   The anticipated goal for the emergency generator to be in service is November 2016.

5. What measureable goals will your program deliver?

   Delivery of the emergency generator and placing in service for critical infrastructure at the Fire Station #6.

6. What are the project's expected outcomes? How are the outcomes assessed?

   The ability to continue operating when electrical power is lost is the project's expected outcome.

7. What National Objective does your program meet?

   L/M Income Area Benefit

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

   Enhances the ability of the fire department personnel to respond to emergency incidents in the event of a power outage in the area.

   This proposal supports the Vision Plan Madera 2025 Action Plan Strategy as follows:

   Strategy 421: First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Mantian sufficient resources to expand protection as the community grow.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

   a. How old is the affected structure?

      N/A

   b. Will this project affect an historically significant (or potentially historic) structure?

      N/A

2. Archeological:

a. Will this project involve any ground disturbance?

No

b. If so, how deep will excavation be and what is the volume of earth to be moved?

3. Water:

a. Does this project involve a sewer or water system?

No

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. Primarily benefits low and moderate-income persons.

a. Service Area:

Census Tracts 6.02, 6.03, 6.04, 8.00 and 9.00

Number of City residents served annually: 63,000 +/-

2. How will the proposed project prevent or eliminate slums or blight?

N/A

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Input was received during three public input meetings held March 8, 10 and 11, 2016. Please see the attached meeting minutes.

2. Note complaints that have been received, etc.

   None at this time.

3. Evidence of collaboration with other agencies within the community.

   The Fire Department collaborates with County and Regional fire departments and first responders.

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**June 23, 2016; 5:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com

Community Development Block Grant
2015/2019 Consolidated Plan First Amendment and
2016/2017 Action Plan Input Meeting
Frank Bergon Senior Center
March 8, 2016

The meeting began at approximately 5:40 p.m. Mr. Rojas introduced himself and asked the persons attending to do the same. Mark Colley stated he's for the Madera Coalition for Community Justice (MCCJ), Sonia Hall, Tim Przybyla, City of Madera, Finance Director and James Forga, City of Madera, CalFire, Battalion Chief. Mr. Rojas stated the meeting is an input meeting to consider the first amendment to the 2015/2019 Consolidated Plan and for the 2016/2017 Action Plan. He stated the meeting is recorded and transcribed. He noted there was no need for Spanish translation.

Mr. Rojas presented the PowerPoint Presentation. He introduced the final formula grant amount and the amount available by category. Mr. Rojas stated the first slide shows the final formula grant amount of $834,853. He stated the amount (20% maximum) for Administration is $166,970, $125,227 (15% maximum) for Public Services and $542,656 plus unprogrammed funds in the amount of $13,000 for a total of $555,656 available for Capital Projects/Public Improvements.

Mr. Rojas stated the use of CDBG funds must be consistent with the National Objectives. He presented a slide listing the three National Objectives. His next slide provided a list of eligible uses. Mr. Rojas stated the use of funds must be consistent with the Consolidated Plan. He stated the amendment process is underway and sometimes it could impact our ability to submit the plan by the due date. His next slides presented the priorities and goals. He stated the amendment process includes cleaning up and streamlining the goals and obtaining public input. Mr. Rojas presented the current list of priorities. He presented a map depicting eligible Census Tracts. Mr. Rojas pointed out the important dates to submit applications and for the Review and Advisory Committee and City Council. Mr. Przybyla asked if the dates were pertaining to the 2016/2017 Action Plan. Mr. Rojas stated they pertained to both the amendment and the Action Plan.

Using the PowerPoint Presentation, Mr. Rojas provided examples of previous CDBG-funded activities. Mr. Przybyla asked about the Southeast Madera Curb, Gutter, Sidewalk and Streetlights improvements. He asked if it was because the sidewalks were torn up by trees. Mr. Rojas stated it was in a neighborhood without sidewalks and the improvements. Ms. Hall stated in CDBG areas these types of projects are eligible. She stated they like to look at areas that don't have these improvements and put them in. Mr. Rojas stated the improvements around Washington School provided sidewalks because sidewalks were not present. He continued to present improvements funded with CDBG. Mr. Rojas concluded his presentation and ask if there were questions.

Mr. Colley asked to go over the dates. Mr. Rojas presented him with a flyer and stated the dates. Mr. Przybyla said it was interesting to see a lot of capital projects done in the past and asked what year it switched over to funding Code Enforcement. Mr. Rojas stated around 2000. Ms.

Hall stated about 10 or 12 years ago. Mr. Przybyla observed the projects Mr. Rojas presented were all before 2002. Ms. Hall stated once Code Enforcement came on no more capital projects were funded. Mr. Przybyla stated they looked like good projects, and Ms. Hall agreed.

Ms. Hall stated we should look at public safety projects, particularly fire and equipment. Ms. Hall asked Chief Forga why fire equipment is needed. Chief Forga stated it's needed to enhance the emergency services in the area, and it's an older type neighborhood and the engine has a shorter wheel base and this allows for accessibility into alleyways whereas the newer side of town doesn't have the alleyway problem. It would have more pumping capacity; there are a lot of older, wood-framed homes that go up fast. It would have a good water system. The existing engine is about 17 years old, and it's time to get a new and improved engine. And the old one becomes a back up, there's only one back up in the city.

Mr. Przybyla confirmed they would keep the older engine, and he mentioned he heard about driveway problems and if the station with the driveway problems is where the new engine will be. Chief Forga stated the problem is around the training facility and it's a safety hazard and interferes with their ability to train. Ms. Hall stated it's rough on the vehicle. Mr. Przybyla asked if an estimate was obtained. Chief Forga stated he check with Mr. Helmuth because an estimate was provided earlier for Station 6.

Ms. Hall stated it's important to tighten up the goals in the present Consolidated Plan, we have a lot of goals and we need to focus on around four or five goals for the next five years and a lot of the housing goals can be brought in together into one goal. Mr. Rojas stated the goals need to match up with our needs and we have a lot of rehab needs identified. Ms. Hall agreed. She stated a lot of the homes don't have heaters, A/C, they have plumbing problems and some are sinking, we have a lot of issues with rehab and we don't have enough funds to address all of the needs. Also, she noted we don't address energy efficiency around the city and it's something we can address for water and lighting. Mr. Rojas stated there's a need for Special Needs programs.

Mr. Przybyla asked how will those changes be recommended for the Consolidated Plan and is that something we discuss in these meetings. Ms. Hall stated that's something we discuss now. She stated the things that are missing fire, as well as energy efficient and programs for youth and adult special needs. Mr. Przybyla asked about consolidating a lot of the rehab needs. Ms. Hall stated it can all be consolidated into housing programs. Chief Forga asked about the meetings and for clarification about making the presentation. Ms. Hall stated the application he was doing was from the former Consolidated Plan. Mr. Rojas stated it's the same format. Ms. Hall stated we are going to have the new goals that the applicants need to address their projects to. Chief Forga stated he looked at a website from a counterpart and another city obtained two engines using this program. He asked if need to do any more research. Ms. Hall stated she obtained an application from Hanford, Lemoore and Wasco. She wanted to have enough back up to take to

HUD to show it's an eligible project. There being no further discussion, Mr. Rojas adjourned the meeting at 6:02 p.m.

Community Development Block Grant
2015/2019 Consolidated Plan First Amendment and
2016/2017 Action Plan Input Meeting
City Hall Conference Room
March 10, 2016

The meeting began at approximately 3:05 p.m. Mr. Rojas introduced himself. He stated today is an input meeting for the 2016/2017 Action Plan and, also, for the first amendment to the 2015/2019 Consolidated Plan. Mr. Rojas stated the meeting is recorded and it appears no one needs Spanish translation. He asked the persons attending to introduce themselves. Gail Lopez stated she with Madera County Workforce Investment Corporation, Patricia Barboza stated she's with the City of Madera's Finance Department, and James Forga stated he's with CalFire and City of Madera Battalion Chief.

Mr. Rojas presented the PowerPoint Presentation. He introduced the final formula grant amount and the amount available by category. Mr. Rojas stated the first slide shows the final formula grant amount of $834,853. He stated the amount (20% maximum) for Administration is $166,970. He stated from this category activities to address homelessness, in the past the Madera ADA Advisory Council and Planning studies. He stated there is $125,227 (15% maximum) for Public Services. This category funds activities for seniors, workforce training and local non-profit youth services (Madera Coalition for Community Justice). He stated the balance $542,656 plus unprogrammed funds in the amount of $13,000 for a total of $555,656 available for Capital Projects/Public Improvements.

Mr. Rojas stated the use of CDBG funds must be consistent with the National Objectives. He presented a slide listing the three National Objectives. His next slide provided a list of eligible uses. Mr. Rojas stated the use of funds must be consistent with the Consolidated Plan. His next slides presented the priorities and goals. He identified the funding categories for activities such as fair housing, homeowner assistance with rehabilitation and modernization. Mr. Rojas presented the existing priorities. He described the various priorities. Mr. Rojas presented a map depicting eligible Census Tracts. Mr. Rojas pointed out the important dates to submit applications and for the Review and Advisory Committee and City Council.

Using the PowerPoint Presentation, Mr. Rojas provided examples of previous CDBG-funded activities. In one example, Chief Forga asked if the Small Business Loan assistance created a job for the business or for the person that made the branding. Mr. Rojas stated it was for the business. He concluded the presentation and opened a new presentation to discuss the amendment to the Consolidated Plan. Mr. Rojas stated the City became an entitlement jurisdiction in 1994, and we don't have to compete for the funds. He stated the U.S. Department of Housing and Urban Development requires each entitlement jurisdiction to have a Consolidated Plan. He stated it's a strategy to guide expenditure of CDBG funds for the improvement of the quality of life for low and moderate income residents. Mr. Rojas provided some examples of eligible funding such as housing, infrastructure, public facilities and fire stations. He stated the amendment is to include in the Consolidated Plan activities to fund fire equipment, energy efficiency and services for adult and youth special needs.

Mr. Rojas stated the overall goals and presented the Strategic Plan's priority needs and ranking. He stated the ranking resulted from a total of 187 surveys collected when the existing Consolidated Plan was drafted last year. Mr. Rojas stated the Annual Action Plan proposals

must be identified in the Consolidated Plan. His presentation included a slide to provide the final formula allocation and the amounts by category. (See paragraph 2 above.) He stated there's a need to narrow down our priorities and it's important to combine and streamline them. Mr. Rojas stated it's important to fund activities that are in line with our identified needs. He stated activities benefiting homeless persons or households or housing rehabilitation are some of our identified needs. Mr. Rojas stated funded activities must identify measureable outcomes, and that attendance is not a measureable outcome. He stated there's a need to identify what the participant is like going into the program and how they exit the program. Mr. Rojas stated pre- and post-testing is one way to document measureable outcomes, also the number of youth furthering their education or the number of persons learning a new skill. He provided an example of a Rating and Ranking tool. This tool or a similar tool would be used by the CDBG Review and Advisory Committee. Mr. Rojas described the rating categories such as how an application provides a summary that is complete, accurate, clear and concise, how any environmental impacts are stated, proposed project beneficiaries, and evidence of citizen participation. The rating is also concerned with the physical aspects of Madera's growth in line with the Vision Madera 2025 statements. His next slide presented important dates for the process. Mr. Rojas concluded his presentation and opened up the meeting for questions about the amendment or otherwise.

Chief Forga asked how the Review and Advisory Committee is composed. Mr. Rojas stated each Council member and Mayor appoints one person. Chief Forga asked if they were private citizens. Mr. Rojas stated they were.

Ms. Barboza asked for clarification about which fiscal year is involved with the Action Plan. Mr. Rojas stated it is for 2016/2017. Ms. Lopez asked if the application is due March 25. Mr. Rojas stated yes. He stated the application needs to include outcomes. Ms. Lopez asked if participants are attending school is we want to see that information.

Ms. Barboza asked if the last time for the Senior Services program is 2016/2107. Mr. Rojas stated that was his understanding. Ms. Barboza pointed out the amount available for Public Services less the amount allocated for Senior Services in 2015/2016 leave approximately $33,000 for other Public Services activities. Mr. Rojas confirmed her estimate.

Mr. Rojas stated for Capital Projects we need to include amendments to the Consolidated Plan to fund projects on the table. He asked Chief Forga to talk about the projects. Chief Forga stated the project is a paving project at the Lake Street training facility to help train our firefighters. He stated it would also help the County because they train there. Mr. Rojas stated the improvements

would help with the use of the facility for tour groups. Chief Forga stated a generator for the facility is one potential in case there's a need to use the station as an emergency shelter. He stated the existing generator isn't sufficient to meet the power needed for an emergency shelter. He stated they hold preschool, school and home school tours in the parking lot. Chief Forga stated there's a need to secure the facility with a chain link fence. He stated there's a need to secure the facility. Presently, the access gate is manual. There is also a need for rotating lights to alert pedestrians and traffic. Chief Forga stated it's a safety issue for pedestrians. Mr. Rojas referred to Table 4 in the Consolidated Plan. This table outlines the needs ratings for general topic areas. One of the needs identified in the table is "Improving city facilities providing public services (Police/First Stations, Parks, Libraries)."

Ms. Barboza asked about subsidizing transportation. Presently, the fare is .75 and the County is $2, and there's talk of introducing a transfer, and the City is losing money. Ms. Barboza asked is this can be consider for fund as a Public Service. Mr. Rojas stated he would have to ask the CDBG representative. Mr. Rojas described how in the past, there was a proposal to use CDBG funds to build the Skate Park. He stated how a study was required to document potential users and their income. There was also a need to document if a fee was required, and then it would have to be the same fee for all potential users. Mr. Rojas stated CDBG funds were not used for the Skate Park. He mentioned Ms. Barboza's proposal may have to be addressed along the same lines. Ms. Barboza stated the bus users are low income, seniors or persons with a health condition. She stated a fee increase to match the County, even $1 is $2 round trip, and this may be a hardship for the passengers. Chief Forga asked if the system is losing money. Ms. Barboza stated there's a grant, yet it's not an on-going grant. She stated without the grant, it is going to lose money. Ms. Barboza stated a lot of passengers use the transit. Mr. Rojas stated the Madera County Workforce Investment Corporation buys tickets for their clients. Ms. Lopez stated they buy tickets for clients attending Madera Adult School. Ms. Barboza stated the City is generous with the .75 fare, yet because of the County portion it needs to be increased. She stated there's a gap that needs to be addressed.

Mr. Rojas stated alternate forms of transportation are some possibilities. He said one approach we were asked to consider is cars available to rent by the hour. Ms. Lopez asked if it was something like Uber. Chief Forga stated it is similar to a fleet of vehicles available for rent by the hour. Mr. Rojas stated the companies involved need a location to park the cars. Chief Forga stated there are strategic locations where the vehicles are parked. Ms. Barboza stated Wal-Mart is generous and they have a big parking lot. She stated there is a Park and Ride Lot on Hwy. 41 and Hwy. 145. Mr. Rojas stated another option is to have bicycles available to use on a good-faith basis.

Mr. Rojas asked if anyone had any additional questions or if there was a need for continued discussion. There being none, Mr. Rojas adjourned the meeting at 3:37 p.m.

Community Development Block Grant
2015/2019 First Consolidated Plan Amendment and
2016/2017 Action Plan Input Meeting
Lake Street Fire Station
March 11, 2016

The meeting began at approximately 5:40 p.m. Mr. Rojas introduced himself. He asked those attending to introduce themselves. Gilbert Servin stated he's with Pequeños Empresarios, a local group to mentor children for successful schooling. He stated the idea is they can be entrepreneurs, and that's what Empresarios means. Maria Vargas and Leonora Hipolito stated they are also with the same program. Halley Crumb stated she's with Retraining the Village and works with homeless individuals and veterans aging out of the homeless shelter. She helps them with jobs, housing readiness and clean and sober living. They receive educational training from local non profits, job training in construction and she would like to introduce web development here. She works to educate and stabilize the finances of people who want help from drugs and alcohol. Gale Watts stated she's with Retraining the Village. Elizabeth Wisener stated she's with the Community Action Partnership of Madera County. She stated they apply for CDBG funds for several years and use the funds to be part of the membership of the Fresno/Madera Continuum of Care. This is a group of 22 service providers that work to improve the services to the homeless in this area and they also oversee the Madera County Homeless Coalition. Battalion Chief Mike Surber stated he's representing the City's request for funds for a new fire engine and repairs to the Lake Street Fire Station.

He stated today is an input meeting for the 2016/2017 Action Plan and, also, for the first amendment to the 2015/2019 Consolidated Plan. Mr. Rojas stated the meeting is to gain input from the public how to amend our Consolidated Plan. He stated the Plan is required by HUD for the use of CDBG funds and every entitlement jurisdiction needs to have one. Mr. Rojas stated we are in the process of amending the Consolidated Plan to include activities such as improving the fire station, obtaining a fire engine, special needs programs for youth and adults and energy efficiency. He stated we are also obtaining input for the 2016/2017 Action Plan, the next program year starting July 1, 2016 to June 30, 2017.

He provided the final formula grant amount and the amount available by category. Mr. Rojas stated the final formula grant amount is $834,853. He stated the amount (20% maximum) for Administration is $166,970. He stated this category funds activities to address homelessness, in the past the Madera ADA Advisory Council and Planning studies. He stated there is $125,227 (15% maximum) for Public Services. This category funds activities for seniors, workforce training and local non-profit youth services (Madera Coalition for Community Justice). He stated the balance $542,656 plus unprogrammed funds in the amount of $13,000 for a total of $555,656 available for Capital Projects/Public Improvements. He stated funds from this category would apply to projects such as the fire engine, improvements to the fire station or any other capital projects.

Mr. Servin asked historically how many organizations have been funded in the past or two or three years under Public Services. Mr. Rojas stated three to four. Ms. Crumb asked what amount of the additional $13,000 and the $166,970 is available for homeless housing. Mr. Rojas

stated it depends on what the City Council wants to allocate toward those programs. He stated allocations within all of the categories are determined by what the City Council wants to allocate.

Mr. Rojas stated before the applications are presented to the City Council, the applications are presented to the CDBG Review and Advisory Committee. He stated the Committee consists of seven members from the community appointed by each Council member and the Mayor. The Committee hears from the applicants and makes tentative allocations. The allocations are then presented to the City Council during two meetings. Mr. Rojas stated the applications are due March 25, April 5 is the Review and Advisory Committee meeting at 5:30 p.m. and applicants need to be present; April 20 is the first City Council meeting followed by a 30-day review period. The final approval with the City Council is May 18. Mr. Rojas stated it's a good idea to be at all three meetings.

Mr. Rojas stated the use of CDBG funds must be consistent with the Consolidated Plan and the National Objectives. He stated there are priority needs in the Consolidated Plan. Mr. Rojas asked the group to discuss their applications. Mr. Servin stated they plan to expand the project, perhaps increase the ages of the children they mentor. Eventually, their goal is to go through high school. In this way they can assists the students not only through the mentoring process, but also by making sure they do their homework and become good students and citizens. Ms. Crumb stated her proposal is a collaborate effort for the homeless population, not only in Madera, but also in the greater San Francisco Bay Area. She stated it's collaboration with the shelters, the Mission and the Coalition for Homelessness. Ms. Crumb stated she would like to have City leaders, the police and do a HOT Team meeting. She's on the board, and what they do is a collaboration of people from the shelter, from HUD, social work, health agencies and they sit down and speak about individuals who are in immediate need of a housing voucher, placement and track them through case management to see if they obtained a job and how far along they've come and provide them an emergency housing voucher and they have to look for housing. She stated it expedites the process. Mr. Rojas asked what HOT means. Ms. Crumb stated it's through HIMS. It stands for Housing Opportunity Team. They have outreach teams through one of the agencies, and they go out and find the people. Mr. Rojas asked if the agencies are local. Ms. Crumb stated they are in San Mateo County. Mr. Rojas stated the City's funds are only for activities within the city limits. She stated the house here in Madera is where she wants to initiate the same type of meeting, and then they'll know who the homeless are in Madera, and they can do the service and keep track of their immediate needs. Mr. Rojas asked what Ms. Crumb meant about starting the same type of meeting in Madera. Ms. Crumb said she wants to initiate the same type of meeting in Madera. She stated they would come together to collaborate. Mr. Rojas stated there a meeting in place already in Madera. Ms. Crumb stated she would like to be a part of it. Mr. Rojas asked Ms. Wisener to describe the Madera Homeless Coalition. Ms. Wisener stated the Homeless Coalition meets quarterly. She stated it's a group of 10 to 15 that attend made up of different entities in Madera. Ms. Wisener invited Ms. Crumb to attend. Ms. Wisener stated they do a once-a-year homeless count mandated by HUD. She stated the last

homeless count was in January. Ms. Wisener stated HUD mandates that we are part of a Continuum of Care, and Madera is not large enough to have its own Continuum of Care, so that's why we are part of the Fresno/Madera Continuum of Care. The homeless count was done for Fresno and Madera. They physically counted 1,400 homeless people with about 200 in

Madera. She stated it's a small need, and more housing programs for men are needed because 80 percent are men and 20 percent are women. Ms. Wisener stated there's a Permanent Supportive Housing project for women, and we don't have one for men. Chief Surber asked if the count was for the two counties or the two cities. Ms. Wisener stated the County had a team in Oakhurst and she didn't know how many were up there. She stated there was a Madera team that went out into the City's districts; each team had a district to cover. The survey was all done on a phone and it's web based. She stated in the past it was done on paper, and the teams would report the number of homeless by district. Ms. Wisener stated the results are not available, yet she estimates 200 are within the City of Madera. She mentioned the year before there were approximately 170 in the City of Madera, and the rest in the County. Ms. Crumb stated she participated in the homeless census for Menlo Park, and they partnered with a homeless person from the shelter and they know where the homeless hang out. She said one of the programs she would like to establish is the Homeless Homes. Ms. Crumb stated when a homeless person helps another homeless person that this builds upon itself. Ms Watts asked Ms. Crumb if it would be easy for Mrs. Wisener to place men in Ms. Crumb's house. Ms. Wisener stated the greater need is for men, she mentioned the Rescue Mission does good work and if it wasn't for them there would be no services for men. She stated there's a need for permanent supportive housing for men. Ms. Crumb stated she has done her research and any one of us can be homeless at any given time. Ms. Watts asked if Ms. Crumb's house would provide housing for two years. Ms. Crumb stated it's permanent supportive housing, and they would have to do the intake process and a case plan management. She likes the men to do their own case plan management. This helps them to meet their milestones within the first six months. Ms. Crumb stated the permanent housing would provide them with a HUD voucher.

Mr. Rojas asked Chief Surber to discuss the fire department's needs. Chief Surber stated the needs are to address the aging fleet of front-line fire engines. He stated there's one reserve and two front-line engines and they rely on the one reserve any time they have a mechanical failure. Chief Surber stated its pretty often as the age of the fire engines increases. He stated switching to the one reserve and if it goes down, then the City doesn't have the necessary response. Chief Surber stated there's a need to address urban development, the alley ways and confined areas. He stated engines with a newer design would be a way to address these needs and be better able to provide service to the public. He also stated fire departments are mandated to maintain entry-level and continuous training. Chief Surber stated it's a minimum of 200 hours to provide entry-level training just to get someone on the fire engine. He stated the training facility is deteriorating and it's the original asphalt. During trainings there are four to five fire engines parked on the asphalt and this is collapsing the asphalt. He stated before doing a major rebuild

of the facility redoing the asphalt and getting it into a better condition so it and the fire engines are not damaged and provide a safer environment for the training. He stated there are daily and monthly drills. Yearly, three weeks of drills are conducted with fire in the tower and 20 to 30 firefighters rotating in. He stated the station is instrumental to all of the staff and they want to provide the best training because the training translates into what they provide to the public.

Mr. Rojas provided a summary of the dates and asked if everyone had the application. There being no further discussion, the meeting adjourned at 6:10 p.m.

TAB 9

CITY OF MADERA
COMMUNITY DEVELOPMENT
BLOCK GRANT

PROPOSED ACTIVITY WORKSHEET

ACTIVITY NAME: ___Solar Powered LED Street Lights_____

DESCRIPTION:

Describe what the activity will be in support of the Consolidated Plan and 2025 Vision Plan, how and when it will be accomplished as well as the proposed budget.

This activity supported by in the Consolidated Plan as follows:

Priority Rank	Specific Need	Average Rating	High Need (Percentage)	Need Category
4	Street Improvements	2.63	70.2%	Infrastructure & Neighborhood Improvements

It supports the 2020 Vision Plan as follows:

Strategy 431: Alternative Energy Use: Develop a City plan to promote both governmental and citizen use of alternative sources of energy.

STEP 1: ELIGIBILITY

A. Eligible Activity List

Determine if the activity falls within one or more of the categories listed among the basic eligible activities. If so, name the category. Otherwise stop. Go no further in qualifying the activity.

This activity falls within the Capital Projects/Public Improvements costs category.

B. Examples of Allowable Costs

Determine if the use of CDBG funds relates to one or more examples contained in the HUD Guide. If so, specify the allowable costs.

Environmental review compliance, Davis-Bacon prevailing wages, if applicable; salaries and benefits to draft scope of work, inspect and monitor compliance, construction inspections, material/equipment and infrastructure costs.

C. Additional Considerations

If necessary, note that the activity is subject to additional considerations and describe those circumstances.

Obtain environmental review approval.

A. Ineligible Activity Review

Determine if the activity falls within one or more of the categories of prohibited activities. If so, name the category. Otherwise stop and go no further.

Not applicable.

B. Further Considerations

If any doubt exists about the above conclusion, engage in further consultation with local and Federal officials. Record the outcome of the consultations.

Not applicable.

STEP 3: NATIONAL OBJECTIVES

A. Determine if the activity meets the criteria for one or more of the national objectives. If so, name both the category of national objective and the criterion that it satisfies. Otherwise, stop and go no further.

National Objective: Low/Moderate Area Benefit
Category: Improvements to Public Infrastructure

B. Records to be Maintained

Describe the records to be maintained that document compliance with the above national objective per one of the criteria. Place those records in the file accompanying this Worksheet.

Environmental review record and, if applicable, Request for Proposal, bid proposals, Prevailing Wage Rates and Certifications, employee field interviews and observations, payroll records and certified payroll, contractor and subcontractor certifications and non-debarment status.

OTHER FEDERAL REQUIREMENTS

List the other Federal requirements that are applicable to this proposal and will necessarily be addressed in the future.

Not applicable.

WORKSHEET COMPLETED BY:

(Name)

Program Manager - Grants

(Title)

June 23, 2016

(Date)

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT PROPOSAL FORM
2016/2017

DATE SUBMITTED: June 23, 2016

A. GENERAL INFORMATION

1. Name of Department/Organization: City of Madera, Public Works Department

   Address: 1030 South Gateway Dr., Madera, CA. 93637

   Contact Person: Philip Johnson Phone: 559-474-5490

   Concurrence: _____
   Department Head Signature/Authorizing Official

B. ACTIVITY DESCRIPTION

1. Summary:

Public Works is seeking funding in order to provide for the purchase and installation of solar powered street lights with LED efficient street lamps in low income and high crime areas within the City of Madera. The project will occur within CDBG Census Tracts 5.02, 6.01, 6.02, 8 and 9 within those neighborhoods that do not have street lights as part of their current infrastructure and do not have readily accessible points of electrical service to install normal street lights. These street lights will be installed approximately 400 feet apart from each other, whereas typical spacing in 180-220 feet apart, in order to affect a larger area and provide lighting to more areas. Lighting in these areas would be a deterrent to crime and provide safety to pedestrians and motorists that traverse through these areas.

2. Need:

These lower income neighborhoods continue to suffer from a higher rate of crime and graffiti relative to the rest of the City. The installation of these lights would aid as a deterrent to crime and provide an elevated sense of security that positively affects property values. These are older neighborhoods that were developed before there was a consistent city standard for placing street lights. The substandard street lighting condition of these areas needs to be brought up to the same level as afforded to other areas within the City of Madera to help counter act deterioration in the areas and protect people and property values.

The effect of this street lighting project is threefold, it:

1. Decreases the conditions of blight,
2. Offers safety and security for families residing there, and
3. Raises the quality of life by strengthening Madera's neighborhood image.

3. **Estimated cost of project and source of estimate (if available):**
The cost to complete this project is estimated at $100,000

Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
None

4. **Timetable (assuming final approval next July 1). Will your proposal meet these goals in one year? Give starting date for activity.**
The project would begin July 1st and be completed within the FY 2016/2017 year. Additionally, the project is expected to meet the goals and outcomes listed below.

5. **What measureable goals will your program deliver?**
This project has very specific measurable goals in regards to the physical installation of ten to twelve solar street light poles within various CDBG tract neighborhoods.

6. **What are the projects expected outcomes? How are the outcomes assessed?**
The result of the additional illumination from street lights will help in creating a sense of security to the citizens that live within these areas and is a deterrent to crime. This project will affect a sense of security, strengthening the area's image and potentially reducing crime. Additionally, the project will provide safety to the public and safety personal such as Police and Fire that may have to enter such areas to deal with problems that the lack of street lighting may add to. It is expected to cut down on graffiti and vandalism in the areas as well.

7. **What National Objective does your program meet?**
Eliminating slums and blight; preventing deterioration of property; and providing needed neighborhood community facilities, principally for persons of low and moderate income.

- Eliminating conditions which are detrimental to health, safety and public welfare through rehabilitation of street lights.

- Eliminating slums and blight; preventing deterioration of property; and providing needed neighborhood community facilities, principally for persons of low and moderate income.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

C. ENVIRONMENTAL IMPACTS:

1. **Historical:**
   a. *How old is the affected structure?* There are no affected structures with this project as the infrastructure currently does not exist.

b. *Will this project affect a historically significant (or potentially historic) structure?* No

2. **Archeological:**

a. *Will this project involve any ground disturbance?* Yes. Minor ground disturbance with the installation of bases for the poles will take place.

b. *If so, how deep will excavation be and what is the volume of earth to be moved?* The excavation could go 6 feet deep depending on the anchor bolds recommended by the manufacturer. Two cubic yards of earth at each pole will need to be removed, replaced and backfilled to City Standards

3. **Water:**

a. *Does this project involve a sewer or water system?* No

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

1. **Primarily benefits low and moderate-income persons.**

a. **Number of persons served annually**: In the proposed project areas there are approximately 150-200 housing units with an undetermined number of citizens and a City park that is heavily used. As a result, moderate traffic traverses through the area, making the number of people that will benefit from this project exponentially higher.

b. **Service Area**: The two areas being serviced currently fall within currently CDBG low income designated census tracts 5.02, 6.01, 6.02, 8 and 9.

Number of City residents served annually: Unknown

Number of persons with disabilities or seniors served: Unknown

2. **How will the proposed project prevent or eliminate slums or blight?**
These areas are known for having drug, graffiti, and prostitution activities. With the increased street lighting these activities will not be able to hide under the cover of darkness.

E. CITIZEN PARTICIPATION:

Project proposals should include evidence of citizen support for activity.

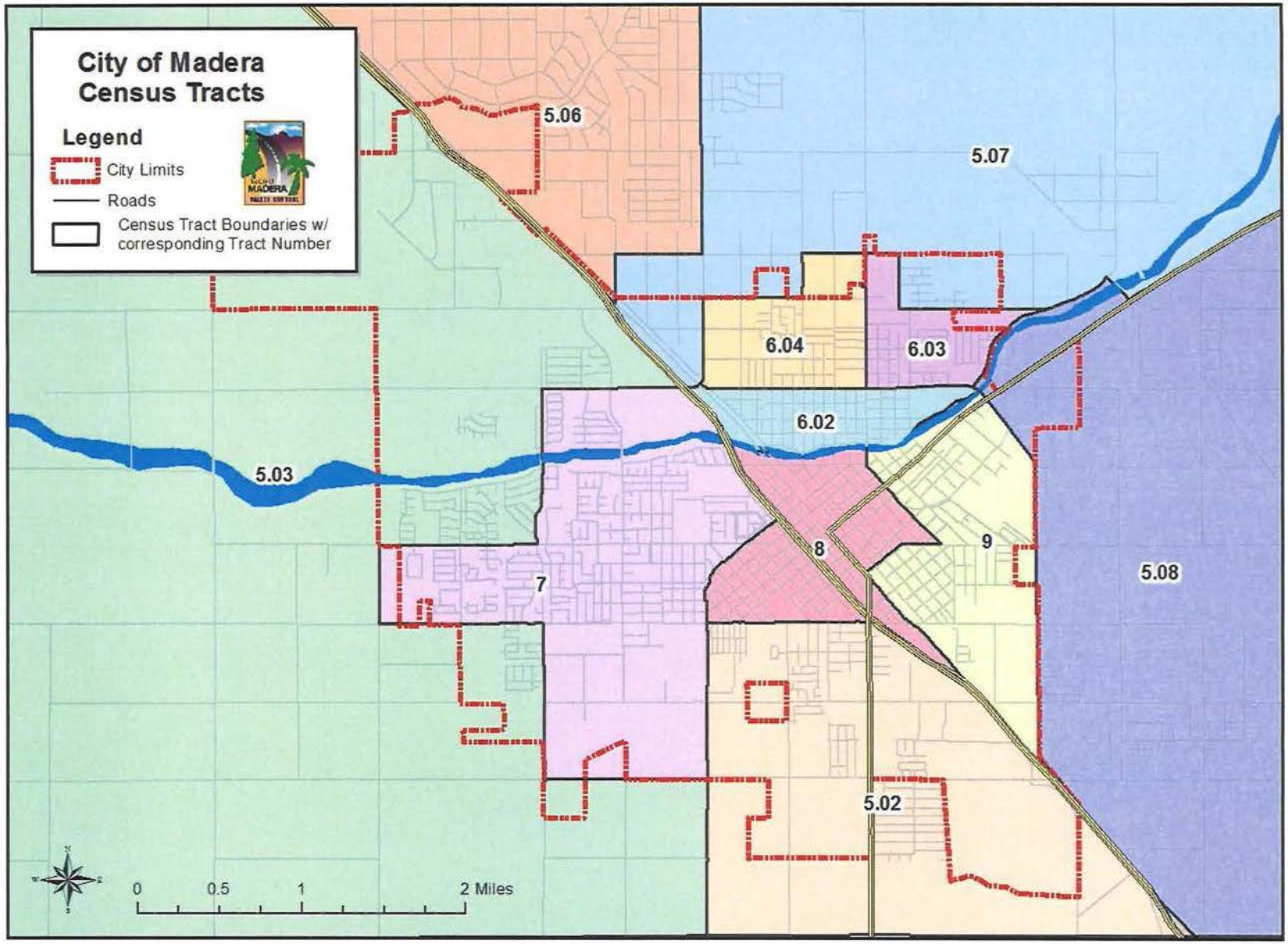
1. *What was done to receive public input/participation? Please provide details. What were the outcomes? Include documentation of support for the proposal such as meeting minutes, letters and petitions.*

2. *Note complaints that have been received, etc.*

3. *Evidence of collaboration with other agencies within the community.*

Please see the eligible CDBG Census Tract map below.

RETURN AN ORIGINAL AND TWO COPIES TO:	City of Madera 205 West Fourth Street Madera, CA 93637 Attention: CDBG Administration
DUE DATE:	**June 23, 2016, 5:00 p.m.**
CONTACT PERSON:	Jorge Antonio Rojas, Program Manager – Grants 559-661-3693 jrojas@cityofmadera.com


City of Madera
Census Tracts
Legend
City Limits
Roads
Census Tract Boundaries w/
corresponding Tract Number
5.06
5.07
6.04
6.03
6.02
5.03
8
9
7
5.08
5.02
0
0.5
1
2 Miles

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF August 3, 2016

AGENDA ITEM NUMBER E-1

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

Subject: Discussion and request for direction on Capital Project PK-00057, Fresno River Trail, MID to Schnoor, North Bank

Recommendation:

Staff recommends that the Council:

Consider the information contained in this report, any testimony from the impacted neighborhood, and provide direction on the proposed project.

Executive Summary

Over the last 20 years successive City Councils have adopted a Capital Improvement Program (CIP) complete with a variety of trail related projects. The focus of this report is four (4) of the trail projects found in the adopted CIP. Particular focus will be directed toward a proposed trail project that runs on the north side of the Fresno River between Schnoor and an MID easement.

The City's capital improvement program shows four (4) distinct trail projects that run from Schnoor to Granada along the Fresno River and from the Fresno River to Cleveland Avenue. The first project that was planned for construction is the Fresno River Under-Crossing. It provides a connection from the north bank trail adjacent to the Fairgrounds to the proposed segment of trail along the north bank of the river adjacent to the Mansionette Estates Subdivision and the corresponding Trevor Way. The trail adjacent to the subdivision connects to a north-south MID easement before leading users to Granada to the west. The plan also includes connection to an unfinished walkway that leads users to Cleveland Avenue. Though they are separate projects they were conceived over time as a singular means to extend the River Trail system and improve connectivity for pedestrians and cyclists. The projects were included in the CIP in accordance with the City's General Plan and Vision Madera 2025 Plan. Both plans, along with the un-adopted Park and Recreation Master Plan, call for increased connectivity along with increased access to safe pedestrian and bikeways, or trails.

Staff became aware of community concern over a portion of the proposed plan and invited residents to voice their opposition at the July 6, 2016 Council Meeting. Several residents from the Mansionette Estates Subdivision attended the meeting and a spokesman requested that Council reconsider the CIP and some of the planning to extend the trail behind homes located within the subdivision on Trevor

Way. Through the Chair of the meeting on July 6, 2016 Staff recommended that the item be brought back to Council so the matter could be revisited.

At a minimum the Council will need to consider the following:

- ✓ The public good created by a walkable community project.
- ✓ The neighborhood's reasons for opposition including but not limited to privacy and security concerns.
- ✓ The time, complexity, and expense the project(s) require; there are many projects that compete for funds and use of staff time.

Discussion:

This brings us to the project segment opposed by property owners adjacent to the project; PK- 00057. This project like many of the City's capital projects is phased. There are a number of reasons why projects are phased; among the most important is funding. The City's capital projects are most often a mix of funding sources with grant funding representing a major component. Staff breaks large projects into a series of defined stages to be able to compete for funding. The City is at the very initial stages of moving this project forward with grant money already awarded. The CIP currently assumes construction sometime in the 17/18 fiscal year. At any stage up to Council approval of construction a fatal flaw may be uncovered that leads us to walking away from a project. Even this early in our process several potential issues have been identified that may make this project less feasible. Right now these issues are simply problems to be overcome. However -- if the Council determines not to proceed with this project prudent management dictates that determination be made as early as possible and funding (if possible) and staff time be redirected to other projects.

The environmental review will be extensive. At a minimum the California Environmental Quality Act (CEQA) has to be followed and the Federal equivalent, the National Environmental Protection Act (NEPA) will be required because the project has Federal funding. Any project in a "traditional, navigable waterway" is proportionately more complex. Agencies reviewing the project include but are not limited to the US Army Corp of Engineers, U.S. Fish and Wildlife, and California Fish and Game. The environmental process may disclose a protected species whose habitat has to be protected (unlikely in this area of the river) or that will require costly potential mitigation measures, significantly increasing costs (possible). Excessive cost is one issue that can kill a project. If the project proceeds the environmental process will include public information meetings and a give and take exchange with the public.

Some residents whose homes border the proposed project have expressed concern that the trail will be built on the easement that abuts their backyard. That *is not* the current plan. The easement description is not well written. That said our reading is that it limits manmade structures in the easement, probably

as a safety measure against high water events. *It does not, however, provide any defined public use of the easement and there are no plans to acquire rights for a public use.*

The trail is planned to be built in a large out lot that runs part on the bank and into the riverbed itself. The out lot was created by the developer of Mansionette Estates and given to a relative. We believe the trail can be successfully built in this out lot. There is sufficient area along the majority of the bank where staff believes the trail can be built with minimal impacts to the river channel. Where necessary the City will work with the Department of Fish and Wildlife and the Corps of Engineers to design the trail in such a way that it mitigates any impacts it may create. Mitigation can however become an important element of engineering and may not be accounted for in preliminary estimates of trail construction cost. The next stage after environmental review is to go to 30% design, which would further define the cost issues.

This project and the undercrossing are dependent on our ability to acquire the out lot. The property is in default on property taxes. The City has made multiple attempts at securing this property through the County one time even reaching a tentative agreement with Madera County Tax Collector. The Tax Collector does not seem to object to taking an agreement to the Board of Supervisors but neither does she seem to be an advocate as we have not been able to successfully acquire the property. Without the property funding for the undercrossing project is in jeopardy of being lost as soon as April 2017. While the land will eventually become available the timing may be too late for the Federal funding (there are some "use it or lose it" timelines) to be used for the undercrossing and perhaps the trail itself.

One question not addressed in this report is whether the other three segments of the overall project remain functional if the Schnoor to MID segment is eliminated. As of the writing of this report there is some division of opinion on this question; staff will provide a consensus recommendation when this report is considered in the public session.

Fiscal Impact

The estimated cost of the bridge undercrossing is $349,000; the estimated cost of the Granada to MID segment is $149,000; the MID to Schnoor segment is estimated to be $234,000; and the bike/pedestrian path to Cleveland is estimated to be $354,000. Council is cautioned that other than the Schnoor Bridge undercrossing segment the remainder of the overall projects do not have engineered drawings to support the cost estimates. Therefore the costs will fluctuate from the estimates contained in the City's Capital Improvement Program. Copies of the CIP sheets are provided for ease of reference.

Each of the projects has a mixture of different funding sources that vary in how flexibly they may be used. The portion of trail between Schnoor and MID has $218,000 of CMAQ funding awarded through a competitive grant while the segment between Cleveland and the river has $300,000. Because this funding is competitive, the potential for loss of funding already awarded through competitive grant processes exists It cannot be returned directly to the City if a project is cancelled without undergoing a review by the Madera County Transportation Commission. This review process could lead to a reassignment of funds to another City project but could also result in funds being reassigned to another agency.

Consistency with the Vision Plan

The planning efforts for the River Trail projects are consistent with Vision Madera 2025 in the following ways:

Strategy 121	Multi-modal transportation: ". . . ensure safe, affordable and convenient transportation modes for residents . . ."
Strategy 121.8	Promote and encourage walking within the City.
Strategy 121.10	Multi-modal transportation: Add facilities and amenities for the public.
Strategy 132	Neighborhood Connectivity: Connect Madera's neighborhoods through streets, trails and walkways that promote community interaction.
Strategy 401	Develop and promote Madera as a walkable community with an emphasis on improving the quality of the natural resources.
Strategy 404	Community Wellness: Promote increased community wellness.
Strategy 411	Recreational Opportunities: Enhance and expand recreational activities available to Maderans.
Action 411.2	Integrate the "River Trail" as an integral part of the Parks Master Plan, including acquisition, development and programs.
Strategy 433	Maintain or improve air quality through innovative programs

MANSIONETTE ESTATES SUBDIVISION NO. 1 PHASE III
VOL 42 PGS 143–144, MCOR

JULY 2016

NTS

Capital Plan

'16/'17 *thru* '20/'21

City of Madera, California

Project # PK-00054

Project Name FRT-Schnoor Bridge North UnderXing

Phase: DESIGN

Department Parks & Community Services
Contact John Scarborough
Type Improvement
Useful Life 25 years
Category Parks
Priority 1 Critical
Status Active
Total Project Cost: $361,200

Description

Construct Vern McCullough River Trail undercrossing at Schnoor undercrossing - North

Justification

Continuance of trail to eliminate unsafe road crossing across Schnoor Avenue.

Prior	Expenditures	'16/'17	'17/'18	'18/'19	'19/'20	'20/'21	Total
12,200	Design/Engineering	14,000					14,000
Total	Construction		300,000				300,000
	Right of Way Costs	5,000					5,000
	Construction Management/Inspection		30,000				30,000
	Total	**19,000**	**330,000**				**349,000**

Prior	Funding Sources	'16/'17	'17/'18	'18/'19	'19/'20	'20/'21	Total
12,200	BTA - State (Bicycle Transportation Acc: 41300-342	313,000					313,000
Total	LTF - Parks: 42000-341	36,000					36,000
	Total	**349,000**					**349,000**

Budget Impact/Other

Capital Plan

'16/'17 *thru* '20/'21

City of Madera, California

Project # PK-00058

Project Name FRT-Granada to MID, North Bank

Phase: DESIGN

Department Parks & Community Services
Contact Les Jorgensen
Type Improvement
Useful Life 25 years
Category Parks
Priority 1 Critical
Status Active
Total Project Cost: $149,000

Description

Construct Vern McCullogh River bike path - north bank of Fresno River Trail from Granada Drive to MID alignment.

Justification

Continuance of recreational and commuter multi-modal trail connecting northwest Madera to existing facilities.

Expenditures	'16/'17	'17/'18	'18/'19	'19/'20	'20/'21	Total
Land Acquisition	21,000					21,000
Design/Engineering	15,000					15,000
Construction		103,000				103,000
Construction Management/Inspection		10,000				10,000
Total	36,000	113,000				149,000

Funding Sources	'16/'17	'17/'18	'18/'19	'19/'20	'20/'21	Total
CMAQ - Parks: 41700-303	32,000	97,000				129,000
Measure T - Enviromental Enhancement: 41570	5,000	15,000				20,000
Total	37,000	112,000				149,000

Budget Impact/Other

Capital Plan

'16/'17 *thru* '20/'21

City of Madera, California

Project # PK-00057

Project Name FRT-MID to Schnoor, North Bank

Phase: DESIGN

Department Parks & Community Services
Contact Les Jorgensen
Type Improvement
Useful Life 25 years
Category Parks
Priority 1 Critical
Status Active
Total Project Cost: $234,000

Description

Construct Vern McCullogh River bike path - north bank of Fresno River Trail from MID alignment to Schnoor Avenue.

Justification

Continuance of recreational commuter multi modal trail cnenecting northwest Madera to existing facilities.

Expenditures	'16/'17	'17/'18	'18/'19	'19/'20	'20/'21	Total
Design/Engineering	10,000					10,000
Land Acquisition/Right of Way	10,000					10,000
Construction		191,000				191,000
Environmental	3,000	2,000				5,000
Construction Management/Inspection		18,000				18,000
Total	23,000	211,000				234,000

Funding Sources	'16/'17	'17/'18	'18/'19	'19/'20	'20/'21	Total
CMAQ - Parks: 41700-303	37,000	162,000				199,000
Measure T - Enviromental Enhancement: 41570	10,000	25,000				35,000
Total	47,000	187,000				234,000

Budget Impact/Other

Capital Plan

'16/'17 *thru* '20/'21

City of Madera, California

Project # PK-00056

Project Name Bike/Ped Path, FRT-Cleveland Ave

Phase: DESIGN

Department Parks & Community Services
Contact Les Jorgensen
Type Improvement
Useful Life 25 years
Category Parks
Priority 1 Critical
Status Active
Total Project Cost: **$354,000**

Description

Construct bike/pedestrian path in MID alignment north of Fresno River to Cleveland Avenue between Granada Dr. and Schnoor Ave.

Justification

Provide multi-modal pathway connecting Fresno River and commercial areas to the northwest area of Madera.

Expenditures	'16/'17	'17/'18	'18/'19	'19/'20	'20/'21	Total
Design/Engineering	54,000					54,000
Construction		270,000				270,000
Construction Management/Inspection		30,000				30,000
Total	**54,000**	**300,000**				**354,000**

Funding Sources	'16/'17	'17/'18	'18/'19	'19/'20	'20/'21	Total
CMAQ - Parks: 41700-303	36,000	265,000				301,000
Measure T - Enviromental Enhancement: 41570	18,000	35,000				53,000
Total	**54,000**	**300,000**				**354,000**

Budget Impact/Other

Fresno River Trail Opposition Presentation for August 3, 2016

RECEIVED
City of Madera City Clerk
By: Alvarez
Date: 7/29/16

Thank you City Council for the opportunity to speak to you this evening.

My name is Joe Alioto. My address is 2466 Trevor Court.

I am speaking on behalf of the owners of 16 homes on Trevor Way and Trevor Court that are on the north bank of the Fresno River. I would like to ask the residents and any other supporters who are here to raise their hands. Thank you for the show of hands.

We are concerned with the Department of Parks and Community Services proposal to add a walking / bike path behind our homes on the river bank.

We represent a diverse group of households from families raising young children to retirees. We all enjoy the peacefulness and friendliness of the community we live in.

We all purchased our homes whether it was from the original developer as long as 20 years ago, or as a resale this year, with the understanding that there would be no development on the Fresno River bank.

When our homes were built, there was an easement requirement that prevented us from putting permanent structures on the outer portion of our yards in the Fresno River Encroachment Easement. Thus, we all own unfenced property that would be directly adjacent to the walking / bike path with no buffer or protection.

Our homes all have wrought iron fences that allow us to see through to our unfenced property. We all developed our backyards and landscaped our property behind our wrought iron fences with the expectation that no development would take place on the river bank.

In the last month or so, we became aware of a plan by the Department of Parks and Community Services to extend the Fresno River Trail from Schnoor Avenue to the MID North Bank and the North South Trail behind Montecito Park to West Cleveland Avenue.

We have, as a neighborhood group, studied this proposed project. We unanimously oppose this project for the following reasons:

We have security concerns.

1. The establishment of the trail adjacent to our unfenced property will increase foot and bike traffic and increase the risk of burglary, vandalism, noise, and unauthorized use of homeowners property.
2. The neighborhood has already had several burglaries with access from the river bed and the existing North/South Trail behind Montecito Park.
3. Children have been scared by people climbing over the wrought iron fences.
4. Some residents are retired, widowed and/or live alone. An open path adjacent to our back yards will just invite the public into this area and make us unsafe.

We have privacy concerns.

1. The proposed path next to our back yards takes away the privacy we currently enjoy and would allow anyone accessing the easement to see into our back yards and directly into our homes.
2. The easement also includes a built up berm for flood control. This elevated area overlooks our yard and further precludes any chance at privacy in our back yards.
3. Many of the homes have pools and / or spas that will be virtually open for public viewing.
4. Our titles do not allow for permanent structures on the easement. This means we have unfenced property open to a proposed public thoroughfare.

.

There is already an existing trail that does what the new proposed trail is designed to do.

1. The North South Trail behind Montecito Park is already connected to the Fresno River Trail on the south bank of the Fresno River by an access point on Dutra Court, Dutra Way, and North Schnoor Street. Our homes were built with this pathway as the expected connector on the north side of the river. Please note that this paved trail ends at Dutra, not the river.
2. We believe that the new proposal to create a redundant trail to the existing trail is a poor use of the funds allocated for this type of project. We would rather see these funds used to create new parks or trails that do not duplicate existing resources.

We have some engineering and safety concerns.

1. We believe that the intended trail will be constructed on a sloping portion of the river bank. This will require leveling and might require retaining walls. The construction will be more expensive than developing a flat parcel of land. This is somewhat puzzling since Madera is almost 100% flat land.
2. We are concerned that construction on the river bank might weaken the bank and impact homeowners safety.
3. The river bank berm was built up prior to our homes being built for flood protection. We are concerned that the construction could compromise our flood protection.

We have liability concerns.

1. We would like to know who will be responsible when trespassers come on our property and are injured in some way.
2. We would like to know who will be responsible when trail users damage the river bank, our landscaping, or our homes.

We believe the peacefulness and serenity of our neighborhood will be severely compromised.

1. The neighborhood is currently quiet and serene. Constant traffic on the trail will eliminate that.
2. The activities that we enjoy in our back yards (gardening, reading, swimming, grilling) will no longer be as relaxing if they are conducted with an audience.

We have maintenance and sanitation concerns.

1. Will the city routinely pick up trash on the walking / bike path to assure that it won't be a source of trash in our yard?
2. The current Vern McCullough River Trail on the south bank of the Fresno River is not well maintained.

We have environmental concerns.

1. Many types of wildlife live in the immediate area and may be endangered. The San Joaquin Kit Fox is endangered and has been seen in this area.
2. Hawks, possums, coyotes, skunks, jackrabbits, have all been seen in the area.

We have concerns about the value of our property.

1. The original owners of these homes paid a premium for the river bank lots.
2. We are concerned that the proposed path will reduce our property values and make our homes more difficult to re-sell.

Thank you very much for hearing our concerns. As the Madera citizens most negatively impacted by this proposal, we strongly request that the Fresno River Trail extension from Schnoor Avenue to the MID North Bank Phase I project be discontinued and not go forward.

July 26, 2016

Dear Mayor and Madera City Council members,

Thank you for taking the time to consider our concerns regarding the walking/bike trail proposed for the north side of the river between Schnoor and Granada.

We moved into our home in July, 1995. One of the selling points for us buying in this subdivision on the south side of the street was the privacy that our backyard would have. Through the years we have often commented on how much we enjoy our backyard. The peace and serenity it offers has certainly been worth the extra money we paid to be on this side of the street. As the years have gone on we have been blessed with 10 grandchildren and during summer our backyard is the hub of many family gatherings or just plain swim parties for the cousins. We have never felt unsafe with them in the yard and we're hoping that that will continue for many years to come. A public walking path would certainly change that!

We are not opposed to Madera developing and growing but we are opposed to this walking path happening in our back yard. We know each of you would feel the same if you were our neighbor!

Again, we appreciate your consideration of this matter.

Gratefully,

Jim and Joan Massetti
2360 Trevor Way
Madera, CA 93637

RECEIVED
City of Madera City Clerk
By: DAlvarez
Date: 7/29/16

RECEIVED
City of Madera City Clerk
By: Alvarez
Date: 7/29/16

To: The City of Madera City Council and Council Member Cece Foley Gallegos,

From: Joe Alioto and Mary Bell Norris, 2466 Trevor Court

Date : July 25, 2016

Re: Opposition to Proposed Fresno River Trail, Schnoor Avenue to MID North Bank Phase I

As a homeowner on Trevor Court we are opposed to the Fresno River Trail, Schnoor Avenue to MID North Bank Phase I plan to place a walking / bike path directly behind our homes on the river bank. Our issues are as follows:

1. Security
2. Privacy
3. Redundancy with the existing south bank Vern McCullough trail.
4. Safety concerns that the trail will undermine the integrity of the river bank and adversely impact our homes.
5. Liability for trespassers on our property.
6. Maintenance and sanitation concerns from proposed trail users that end up on our property. Current trails are not well maintained.
7. Property purchased at a premium for the buffer that the river provides. No notice that a river trail was planned.
8. Peace and serenity of our neighborhood will be compromised.

Security and privacy are our biggest concerns. The presence of the proposed trail directly behind our house makes us more vulnerable to burglary, theft, and other nuisance activity on our property. We were already robbed once (4-10-14) and lost family heirloom jewelry that can never be replaced. We have had to upgrade our security and outdoor lighting to account for traffic in the river bed now. The proposed trail will increase our wariness of the security. The river bed near our home has been a homeless encampment on more that one occasion, including tents and other makeshift shelters. We lost about 2/3 of the fruit from trees last year from people walking through the river area and onto our property. I have shooed people away picking fruit into bags. We have had graffiti on the concrete block wall along the side of our yard. We have found paint balls near our pool. Our home sits on the western edge of the proposed Fresno River Trail, Schnoor Avenue to MID North Bank Phase I where it would lead onto the Pedestrian Bike Path adjacent to the MID Canal from Fresno River to Cleveland Avenue. We are extremely concerned that this area will become a hangout for kids/gangs, and worry about vandalism, smoking and fire danger, and illicit drug use.

In terms of privacy, our development was built with wrought iron fences across the southern side that opens onto the Fresno River Encroachment Easement. The easement also includes a built up berm to protect from flooding. This means the area is elevated and overlooks our yard with only a wrought iron fence into our main yards. The easement is totally unfenced per our title requirements. This means no privacy in our own back yards. Please see attached photos that demonstrate the problem.

We urge the Madera City Council to vote against the Proposed Fresno River Trail, Schnoor Avenue to MID North Bank Phase I. You would not want this trail in your back yard.

RECEIVED
City of Madera City Clerk
By: Alvarez
Date: 7/29/16

July 27, 2016

Dear Council Members & Mayor Poythress,

This is to inform you that as a family and resident of the City of Madera we are in great opposition of the plans being sought out to make a walking/bike path along the North Bank of The Fresno River Trail, which is our back yard.

We are worried about the danger and liability of someone drowning in our pool, with this walkway some children and teenagers (not to mention the many unfortunate homeless) could be enticed on a hot summer day to do so...many would say get a lock, I would say where there's a will there's a way.

We also, have our pets. They are American Bulldogs; they are wonderful dogs, great with kids and good watch dogs. Our family would be devastated if someone took one or in a protective state they bite someone.

We bought this house in 2001 for its privacy and security, not to mention the backyard view. I'm lastly most in dismay over our granddaughter, who swims, swings on her swing and just enjoys being in the backyard. With a walking/bike path, who will be watching, this is not the same world we grew up in.

I have lived in Madera all my life. My husband moved from Clovis here in 1982. We have a business here, which has sponsored many Youth Teams; he has also given much time as a coach throughout the years. Please let us keep the home we thought would be private and safe in our retirement years soon to come.

We appreciate you letting us voice our concerns and appreciate all the hard work this board and mayor have contributed to the City of Madera.

Sincerely,

Peter & Yolie Ramirez
2302 Trevor Way
Madera, Ca 93637

RECEIVED
City of Madera City Clerk
By: DAlvarez
Date: 7/29/16

July 27, 2016

Re: Fresno River Trail - Schnoor Avenue to MID North Bank

From: Mary DeGroot, 2280 Trevor Way, Madera, CA (ASMT#006-440-020-000)

To: Madera City Council

I am hereby documenting my concerns and objections to the proposed pedestrian trail being considered by the City Council. **I see the proposed project as a threat to my safety, security, and privacy**.

My husband and I purchased this lot primarily due to the privacy it would offer us due to lack of neighbors, public roads or sidewalks on the rear of the property along the river. Since I am now a widow, my concerns around safety, security and privacy have increased, and the restricted access along the rear of my property contributes greatly to my comfort in these areas.

However, my security, safety, and privacy have been compromised through several incidents over the years. I've had strangers take fruit from my trees on a regular basis, and a homeless person who was living along the river bottom was bathing and washing dishes with my backyard faucet. The proposed trail will compound these problems by giving easy and authorized access at all hours of the day and night to anyone.

I believe there are much better alternatives to beautify the city. Removing graffiti and cutting overgrown weeds are just a few examples, which are not only unsightly but more importantly a fire hazard. Also these weeds are being used by the homeless for shelter. Furthermore, if there are quads/vehicles racing on the sandy river bed as they have in the past, the drivers won't see these homeless people, which could result in fatalities.

As it is today, there is no path on our side of the river bed, yet people intrude on my property on a regular basis despite the 'no trespassing' signage. Imagine if they added a path! The path on the other side of the river bed has been tolerated, but they have solid walls and public streets that separate the homes from the trail to prevent trespassing and privacy intrusion. Our side of the river only has wrought iron fences, so anyone walking on the path will have direct visibility to our backyards.

I hereby respectfully and formally request that this project NOT be pursued.

Sincerely,

Mary DeGroot

Mary DeGroot

559-662-1839

NORTH END OF SCHNOOR BRIDGE
REFERS TO TREVOR WAY
RESIDENCES

RECEIVED
City of Madera City Clerk
By: Alvarez
Date: 7/29/16

July 24, 2016

Dear Mayor and the Council Members of the City of Madera

My husband, Bart and I moved into our home on Trevor Way September 1, 1997 and have loved every day we have been here.

As I was out walking early this morning, I looked around and saw what seemed like a set from a movie. There was a street full of lovely homes, all with perfectly manicured yards, birds chirping and an occasional bark from a dog. As I took this all in I started to think what would happen to this serenity and peacefulness if another trail was placed on the north side of the river.

I was there when they opened the Vern McCullough Trail and I, my 2 grandsons and another neighbor helped plant the trees. I used the trail very often but lately have not. Everywhere is graffiti, trash and damage. It seems the City crews cannot keep up with the vandalism. There is also a safety factor. Most walkers, especially women, are afraid to walk there alone.

I am asking you to seriously consider abandoning this project. I feel that it will destroy our beautiful neighborhood and give the vandals something new to destroy. Our privacy and safety will be gone as our back yards will be right on the trail.

Sincerely,

Margot Sciacqua

Margot Sciacqua
2346 Trevor Way

RECEIVED
City of Madera City Clerk
By: DAlvarez
Date: 7/29/16

James L. and Helen L. Bellew Trust
Helen L. Bellew, Trustee
2268 Trevor Way
Madera, CA 93637-4970
Phone: 559-674-6041
Madera County APN 006-440-021-000

July 25, 2016

Madera City Council
205 W. 4th Street
Madera, CA 93637

Dear City Council Members:

As the above property is adjacent to the proposed Fresno River Trail-Schnoor Avenue to MID North Bank, I am in objection to this project for the following reasons:

1. **Privacy** - A premium was paid when this property was purchased to be able to view the Fresno River from our home. Most, if not all, of the homes north of the Fresno River had wrought iron fencing installed for this purpose. The majority of other homes in Madera have a solid fence to give them their privacy. Approximately 43 feet of Fresno River Encroachment Easement on the south side of the fencing "shall be kept free of all structures, including, but not limited to, fences, buildings, poles, or other man made structures and that no portion of levee nor any levee within easement area may be removed or modified". Therefore, we were unable to enclose this part of our property. A pedestrian/bike path next to this easement will take away all the privacy we have in our back yards; and without a separation there is nothing to keep anyone from accessing this easement and see in our back yards and directly into our homes.

2. **Safety** - Some residents are retired, widowed and/or live alone. Homeless people have been known to sleep under the Schnoor bridge and having an open pedestrian/bike trail in our back yards will just invite the public into this area and leave us unsafe.

3. **Vandalism** - Sprinklers, yard lights and other items have been broken by vandals coming onto this easement, even though there is a "No Trespassing" sign on Schnoor Avenue by the Schnoor bridge. Sleeping bags, clothing, ladders and trash of all sorts have been found thrown on this easement property. I can only imagine what it would be like if it were open to the public.

Thank you for listening to my concerns.

Sincerely,

Helen L. Bellew

Helen L. Bellew

Kathleen Lopes 2378 Trevor Way Madera, CA 93637 (559) 674-7044

July 27, 2016

Mayor Robert L. Poythress
Mayor Pro Tem Charles F. Rigby
Council Members Andrew J. Medellin, Donald E. Holley, Derek O. Robinson Sr., William Oliver and Cece Foley
City of Madera
205 West 4th Street
Madera, CA 93637

Mayor Poythress and council members,

This letter is in regard to the **June 1, 2016 agenda item Number B-3, Approving an Agreement with First Carbon Solutions for Environmental Planning Services to Prepare the Environmental Document for Six Projects, and Authorizing the Mayor to Execute the Agreement**. This agreement was for environmental planning services for six projects. This letter relates to the third item in the agreement, **Fresno River Trail – Schnoor Avenue to MID North Bank Phase 1**.

As a resident of Trevor Way whose home backs up to the Fresno River, I feel that this project could affect the **privacy, security and safety** of my home and the homes of my neighbors. When the residents of Trevor Way and Trevor Court, whose homes back up to the Fresno River, purchased their homes it was our understanding that we had **private access to the riverbank** and we **paid extra for our lots** depending on size for this river view. I am a single retired woman who is concerned about the **privacy, security and safety of my home**. There have been trespassers who have come through our area in past years. They sometimes pick vegetables and fruit from my garden, turn over garden chair on my riverbank and aggravate my dog. With the possibility of a proposed trail along the north bank of the Fresno River the **opportunity for vandalism, trespassing and harassment could greatly escalate.**

As a resident of Madera for 45 years, I feel that it is important that the city officials and city council are aware of our concerns, investigate the issue carefully and plan wisely for our neighborhood and the community of Madera. The proposed park between Montecito Park and the Wathan home development (Cleveland Avenue and MID Canal) has never been completed and made safe. It would behoove the council to rethink their proposed changes and concentrate their efforts on the proposed park between Cleveland Avenue and the MID Canal. **In the future the city council and city staff need to make residence aware of possible changes to their area before approving those changes or conducting an environmental study.**

Sincerely,

Kathleen Lopes
Retired Educator & Administrator

RECEIVED
City of Madera City Clerk
By: [signature]
Date: 7/29/16

BEGLEY PROPERTIES

July 26, 2016

City Of Madera

Re: Report of Services for planning to prepare Environmental document.

The Council Meeting of June 1, 2016 agenda item numbers:

3. Fresno River Trail
4. Fresno River Trail
5. Pedestrian Bike Path

To Whom it may concern,

I am in total disagreement with these proposals. The proposed trail would be contiguous to my property along the southern property line. Activities therein would increase the potential for crime, upset my peace and quiet, and disturb numerous developed yards.

There is always activity in the bottom of the river which does not concern me. The Madera High school Track Team and others utilize the sandy river bottom for training purposes and family enjoyment. The plan to construct additional trail systems will bring users closer to my neighbors and I than the other existing trails do. I fear that the proposed trail on the southern edge of my property will bring potential increases in crime, homelessness, and unsightly trash. These are safety hazards which an alternative route may avoid.

I am opposed to the proposed project and believe that there are other less intrusive ways to utilize existing trails and create new pathways for the citizens of Madera to enjoy. I strongly urge the Council to consider alternative routes.

Respectfully,

Nellie Begley

Nellie Begley
2398 Trevor Way
Madera, CA 93637

RECEIVED
City of Madera City Clerk
By: D Alvarez
Date: 7/29/16

2398 Trevor Way • Madera, California 93637 • (559) 673-0172 • Cell (559) 706-5127
nelliebegley@sbcglobal.net

Dear Madera City Council,

Hello, my name is Katie Gong and I live in one of the houses on Trevor Ct. Street. I oppose to having a trail in the back of my house. I would like to state a couple things on why I think this.

One reason is that many of the people that live on this street area would not like to have strangers walking right in back of their houses. Some people that would walk on this future trail will be able to look into the windows of the backyards of the people living here. This is not safe for the children that live in these homes.

Another reason I think there should not be a trail behind these houses is that there are animals that live close to this are. If this trail is made, the construction will drive away, possibly kill some of the animals in the area. Some of the animals may even be close to being killed off as a whole. For example, the San Joaquin Kit Fox is endangered and has been seen in this area. Animals are precious creatures that are here for a reason. Scaring them off and killing them will not be close to being a good thing.

These are my two reasons on why I think there should not be a trail behind my house. I appreciate and thank you for your time in reading this letter.

Sincerely,

Katie Gong

Brent & Susan Gong's Daughter

Trevor Ct. 2416

RECEIVED
City of Madera City Clerk
By: Alvarez
Date: 7/29/16

Trevor bike path

From : Brent Gong <brentgg123@gmail.com> Mon, Jul 25, 2016 07:37 PM

Subject : Trevor bike path

To : joe Alioto <joealioto@comcast.net>

One day, my brother was on my computer looking up something and I was standing behind him. During the process, I looked around and found a man climb up and over our fence. He didn't do anything, but he just looked around and climbed back over the fence. I don't know why he did it but is scared the living death out of me. If we have a pathway back there, the there would be more and more people coming, so I believe that putting a path would be a big mistake. It would invade our privacy and we'd have groups of people walk around in our backyard. We already have a bike path out there. We do not need another one over here. We do not need two paths at all because one is already enough.

Sincerely
Jordan Gong
Daughter of Brent and Susan Gong

RECEIVED
City of Madera City Clerk
By: DAlvarez
Date: 7/29/16

Trevor Way and Trevor Court Easement Area North of Fresno River

Trevor Way back yard fence and gate – all homes on the north bank of river have the same fence and gate

View of yard along Fresno River Easement

RECEIVED
City of Madera City Clerk
By: [signature]
Date: 7/29/16

Trevor Way and Trevor Court Easement Area North of Fresno River

View of Fresno riverbank from Alioto's back yard

Riverbank view of Alioto backyard

Airplane pathway over Fresno River and Trevor Way and Trevor Court

RECEIVED
City of Madera City Clerk
By:
Date: 7/29/16

Trevor Way and Trevor Court Easement Area North of Fresno River

Alioto backyard views of Fresno Riverbank

RECEIVED
City of Madera City Clerk
By: DAlvarez
Date: 7/29/16

Graffiti on Vern McCullough Trail

Rec. 8a 7/29/16

Butane gas cans used for making drugs found under Schnoor Bridge

Rec 7/29/15 S. Williams

Return to Agenda

REPORT TO CITY COUNCIL

MEETING DATE: August 3, 2016

AGENDA ITEM NUMBER: E-2

Approved By:

PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT: Weekly Water Conservation Report – July 18th – July 24th

RECOMMENDATION: Staff recommends that the Council review the attached weekly report of water conservation activities and progress in reducing residential water consumption.

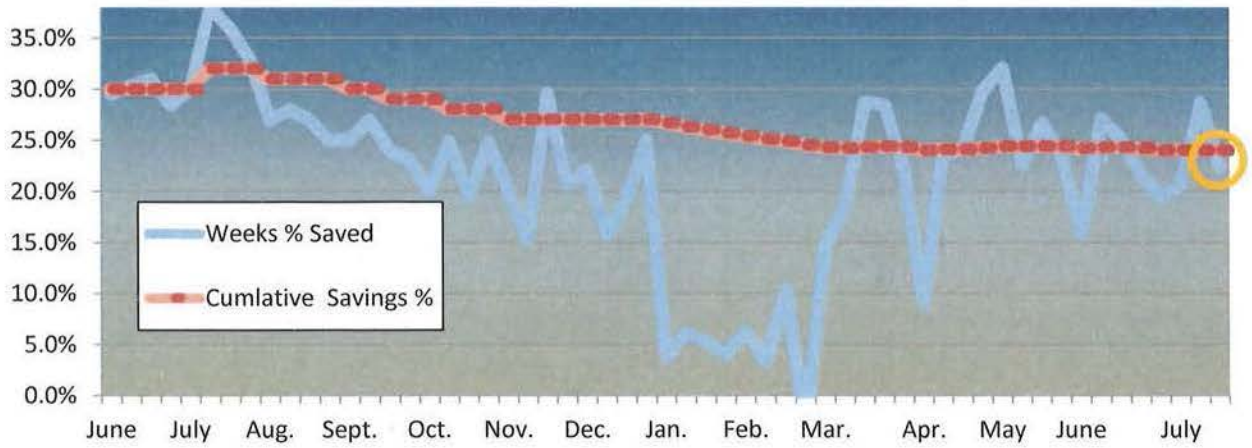
SUMMARY/ DISCUSSION: As illustrated in the graph below the City's conservation rate took a small dip this last week from the prior week. Overall water conservation is not as high as last year.

The City submitted its data for the State to determine its new water conservation numbers; it appeared that the data could cause Madera's numbers to go down. The State has verified the data submitted, but has not yet weighed in on if it will reduced the States target water conservation numbers for the City of Madera.

Below is the most current water conservation data.

Weekly	Monthly	Cumulative
July 18th – 24th	July 1st – 31st	June 1, 2015 July 24th 2016
22%	24%	24%

Below is the weekly and cumulative water conservation including the latest data.



Enforcement			
1500	**Public Contacts**	**25**	**1st offenses ($75)**
0	**Verbal warning**	**0**	**2nd offenses ($250)**
43	**Correction Notices**	**0**	**3rd or more offense ($500)**

FINANCIAL IMPACT:

The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Plan, but is not in conflict with it and is sympathetic of the underlying principles of the 2025 Plan.

Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF August 3, 2016

AGENDA ITEM NUMBER E-3

APPROVED BY:

DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

Subject: Tri-Agency Committee

Recommendation:

Staff recommends that the Council:

Approve the attached resolution and appoint a committee of two Council members and the City Administrator (or his designee) to the committee.

Discussion:

For a number of months the Superintendent at the Madera Unified School District has been seeking a forum to further the interests of the District in issues and decisions that have or may have an impact on the District. Ad Hoc committees of the cities, school districts, and county government have existed over time and have enjoyed varying degrees of success. The most recent example ceased its meetings several years ago due to an ongoing lack of interest.

The Superintendent would like to be a catalyst for a new series of meetings. Further, he believes and his Board supports the concept that creating a "Tri-Agency Committee" by resolution will improve cooperation between the City, County, and School District. The City Council has a track record of community engagement and the resolution presented for Council consideration does not bind Council to any specific action or recommendation that may come out of the committee.

For these reasons staff believes creating the "Tri-Agency Committee" is fully within the Council's current operating practices yet binds the City to nothing more than informational exchanges with our public partners.

Fiscal Impact

The resolution specifically creates meetings subject to the Brown Act including postings of meeting notice, public testimony, recording of all "actions taken", and the creation of minutes. Some minimal expense will be created as a result of meetings held. No estimate of expense is available and the action by the MUSD Board does not identify how that expense may be apportioned among the agencies.

Consistency with the Vision Plan

A Tri-Agency Committee is not specifically addressed in the City's *Vision Plan*. The Vision expressly directs attention, however, to the need for collaboration with schools in its Vision Statement "Strong Schools and a Great Community'. The statement highlights development of leadership, expansion of educational opportunities, and support of the Arts and recognition of Madera's unique culture. Support for Madera's youth in education, after school programs, and sport activities reflect the community's desires to create a caring environment in which to raise a family.

RES. NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ESTABLISHING AN ADVISORY COMMITTEE TO PARTICIPATE IN JOINT MEETINGS WITH THE ADVISORY COMMITTEES OF THE MADERA UNIFIED SCHOOL DISTRICT AND THE COUNTY OF MADERA

WHEREAS, the City of Madera ("City") believes that there are many common issues that affect the City of Madera ("City"), the Madera Unified School District ("District "), and the County of Madera ("County"), including but not limited to the nexus between the socio-economic conditions, infrastructure maintenance, repair and expansion, planning and growth, public transportation services, and safety services of the City and County, and the academic performance and safety of District students; and

WHEREAS, the City, the District, and the County presently lack any efficient and effective means of jointly exchanging information, sharing ideas, and coordinating efforts to address matters of mutual concern; and

WHEREAS, the City believes that increasing and improving the communication and coordination between and among the City, the District and the County will develop closer working relationships among those agencies, and will further facilitate solutions to the overlapping issues that the agencies face; and

WHEREAS, the establishment of a City advisory committee for the purpose of regularly meeting with advisory committees of the District and the County to exchange ideas and information and make recommendations to the agencies' respective governing bodies, will accomplish the objectives set forth above.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Madera hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. There is hereby established a standing City advisory committee entitled the City of Madera Tri-Agency Advisory Committee ("City Tri-Agency Committee") for the purpose of meeting with reciprocal advisory committees to be established by the governing legislative bodies of the District and County.

3. The City Tri-Agency Committee membership shall consist of three (3) persons: two (2) members of the City Council, to be appointed by the Mayor (subject to Council approval) to serve a one-year term, including one such member appointed to act as the Committee Chairperson; and the City Administrator (or his designee).

4. The duties of the City Tri-Agency Committee shall be to:

    a) Regularly meet with the reciprocal advisory committees of the District and the County on a meeting calendar to be determined at the first joint meeting of the City, the District, and the County advisory committees.

b) Report the results of joint advisory committee meetings to the Council at a regularly-scheduled Council meeting on at least an annual basis, and more frequently as warranted.

c) Make recommendations to the Council based on the results of joint advisory committee meetings on an as-needed basis.

5. The City Tri Agency Committee shall not have the authority to bind the Council in any manner whether legally or financially.

6. The appointed Chairperson, or the City Administrator (or his designee) by the Chairperson's delegation, shall communicate with his or her counterparts from the reciprocal District and County advisory committees to determine the date, time, location and agenda for the initial joint advisory committee meeting. It is anticipated that at the initial joint advisory committee meeting, a regular meeting calendar will be established, with meetings to be held approximately once every two (2) months.

7. All joint meetings of the City, the District, and the County advisory committees, as well as any separate meetings of the City Tri-Agency Committee, shall be open meetings subject to the Ralph M. Brown Act, Government Code §54950 et seq., including but not limited to the requirements pertaining to meeting notice and agenda posting and public testimony. Minutes shall be taken at each such open meeting recording all actions taken, and said minutes shall constitute public records which shall be made available to the public.

8. The appointed Chairperson, or the City Administrator (or his designee) by the Chairperson's delegation, shall coordinate with his or her counterparts from the reciprocal District and County advisory committees to ensure compliance with the meeting notice and agenda posting requirements, as well as the preparation and dissemination of meeting minutes, for any and all joint advisory committee meetings.

9. The City Administrator (or his designee) is hereby authorized and directed to invite appropriate City staff members to attend joint advisory committee meetings as needed, e.g., to provide testimony or make presentations to the joint advisory committee, where such employee participation will promote the interests of the City, the District, and the County in this joint endeavor.

10. The City Administrator (or his designee) is hereby authorized and directed to prepare any writing or take any other steps necessary and/or required to fulfill the purpose and intent of this resolution.

* * * * * * * * *

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: August 3, 2016

Agenda Number: E-4

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO - IN GOD WE TRUST - IN THE MADERA CITY COUNCIL CHAMBERS.

RECOMMENDATION: Staff requests that the Council adopt a resolution supporting the display of the national motto of the United States, "In God We Trust", in the Council Chambers.

SUMMARY: At the regular meeting of the City Council held on July 20, 2016, Pastor Roger Leach made a presentation to the Council advocating the display of the national motto of the United States in the Council Chambers. As part of that display, various historical events and statistics were presented to provide background on the national motto and to provide an idea of the number of government entities in California and nationwide which currently display the national motto either in Council Chambers or otherwise on government property.

The Council directed that staff bring an agenda item back to Council for consideration of approval of placement of the national motto in the Council Chambers. To that end, this resolution is being presented to the Council for consideration.

A review of relevant case law would support the displaying of the national motto as long as it is not done solely for religious purposes. Here, the motive is clearly to honor the national motto by displaying in Council Chambers and as such would be a lawful use of government property.

Consistent with the presentation by Pastor Leach, staff would return to the Council with design options provided by Pastor Leach and/or groups organized by him, should the Council approve display of the motto. Staff would also report back to the Council on possible outside funding sources such as non-profit groups within the community which purportedly have expressed support for displaying the motto, and have also expressed a desire to acquire funding for the project.

FINANCIAL IMPACT: There is the possibility of some cost to the City for purchasing the national motto signage and maintaining it. However, it is anticipated that funding will be provided entirely by local non-profit and community groups.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN – The activity contemplated by this item is not directly addressed by the Vision Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO - IN GOD WE TRUST - IN THE MADERA CITY COUNCIL CHAMBERS.

WHEREAS, In God We Trust became the United States national motto on July 30, 1956, shortly after our nation led the world through the trauma of World War II; and

WHEREAS, the words have been used on U.S. currency since 1864; and

WHEREAS, the same slogan is engraved above the entrance to the United States Senate Chamber as well as above the Speaker's dais in the House of Representatives; and

WHEREAS, in July 2006, the United States Senate unanimously passed resolution S. Con. Res. 96 "to commemorate, celebrate, and reaffirm the national motto of the United States on the 50th anniversary of its formal adoption."; and

WHEREAS, in both war and peace, these words have served as a profound source of strength and guidance to many generations of Americans; and

WHEREAS, the City desires to display this motto in the Council Chambers.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA, hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.

2. The national motto, "In God We Trust" shall be permanently displayed in the City Council Chambers.

3. Staff is directed to seek and consider input from various community organizations as to both design and possible funding sources.

4. Staff is directed to bring back to the Council for consideration, design options as provided by the aforementioned community organizations, for displaying the national motto in the Council Chambers consistent with this approval.

5. This resolution is effective immediately upon adoption.