

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

NOTICE AND AGENDA

Wednesday, May 18, 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

INVOCATION: Pastor Tim McGraw, Yosemite Christian Center

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

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

B-2 Information Only – Warrant Disbursement Report

- B-3 Consideration of a Resolution of the City Council, of the City of Madera, California, Rescinding Resolution No. 15-138 and Approving a Subordination Agreement for Isaias G. Angeles for a HOME First Time Home Buyer Loan and Authorizing the City Administrator to Sign the Subordination Agreement on Behalf of the City of Madera (Report by Ivette Iraheta)
- B-4 Consideration of a Resolution Approving a Budget Amendment for the Second Year of a Three Year Existing Agreement for Services with Laurin Associates, A Division of Raney Planning and Management, to Conduct Annual Home Long-Term Monitoring for the Arborpoint and Madera Family Apartments (Report by Ivette Iraheta)
- B-5 Consideration of a Resolution Approving a Food Service Agreement with Madera Unified School District to Provide Meals to Eligible Youth during the Summer Food Service Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-6 Consideration of a Resolution Accepting a Street Easement Deed as Offered by TBS Holdings, LLC (Report by Keith Helmuth)
- B-7 Consideration of a Resolution of the City Council of the City of Madera, Approving an Agreement with Provost and Pritchard Consulting Group for Professional Surveying Services for Surveying on Sunset Avenue from Pine Street to Schnoor Avenue as Part of the Safe Routes to School Project at Thomas Jefferson Middle School, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-8 Consideration of a Resolution Adopting an Updated City of Madera MAX and Dial-A-Ride Title VI Program (Report by Ivette Iraheta)

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

- C-1 Public Hearing and Introduction of an Ordinance Amending Subsection B of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code in Compliance with Conducting Speed Surveys on City Streets (Report by Keith Helmuth)
- C-2 Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City Council of the City of Madera Authorizing the City Administrator or Designee to Abate Weed Nuisances Existing within the City (Report by Fabela Rodriguez)
- C-3 Consideration of a Resolution Approving the Madera Irrigation District and City of Madera Groundwater Sustainability Agency Memorandum of Understanding (Report by Dave Merchen)
- C-4 Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (Report by Brent Richardson)

D. WRITTEN COMMUNICATIONS

- D-1 Consideration of a Request from the Madera County Transportation Commission for Member Assessment Fee (Troy McNeil, MCTC)

E. ADMINISTRATIVE REPORTS

- E-1 Weekly Water Conservation Report 5/2/16-5/8/16 (Report by Dave Randall)

F. COUNCIL REPORTS

G. CLOSED SESSION

There are no items for this section.

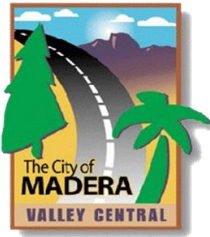
ADJOURNMENT – Next regular meeting June 1, 2016

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for May 18, 2016, near the front entrances of City Hall at 3:00 p.m. on May 13, 2016.



Sonia Alvarez, City Clerk



**Madera City Council Agenda 5/18/16
Agenda Item B-1**

There are no minutes for consideration.

City of Madera

Council Meeting Of May 18th, 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: 05/18/2016

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

April 26th, 2016 to May 9th, 2016

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

| | | | |
|------------------|------------------------------|----|--------------|
| General Warrant: | 203815-204013 | \$ | 1,283,930.38 |
| Wire Transfer | Union Bank Payroll and Taxes | \$ | 597,546.06 |
| Wire Transfer | SDI | \$ | 1,757.76 |
| Wire Transfer | Cal Pers | \$ | 0.00 |

Respectfully submitted,



Tim Przybyla
Financial Services Director

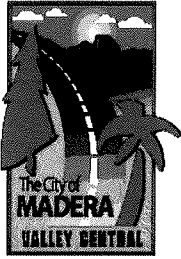
CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
May 9th, 2016

| CHECK | PAY DATE | ISSUED TO | DESCRIPTION | AMOUNT |
|--------|-----------|--|--|-----------|
| 203815 | 4/28/2016 | AT&T | 03/16 CALNET 3 SVS 9391026390 | 1,146.31 |
| 203816 | 4/28/2016 | AT&T | 03/16 CALNET 3 SVS 9391031566 | 2,069.35 |
| 203817 | 4/28/2016 | AT&T | 03/16 CALNET 3 SVS 9391031579 | 217.11 |
| 203818 | 4/28/2016 | AKEL ENGINEERING GROUP, INC. | PARKWOOD/PARKSDALE ENG SVS | 4,404.00 |
| 203819 | 4/28/2016 | ALAMEDA COUNTY SHERIFF'S OFFICE | DRIVER TRAINING 9.21.15/BURNS,CEDERQUIST | 3,472.00 |
| 203820 | 4/28/2016 | BSK ASSOCIATES | PERMIT COMPLIANCE | 213.50 |
| 203821 | 4/28/2016 | BUGGY SHOWER CAR WASH | PD CAR WASHES MAR 2016 | 80.50 |
| 203822 | 4/28/2016 | CALIFORNIA DEPARTMENT OF JUSTICE | BLOOD ANALYSIS MARCH 2016 | 525.00 |
| 203823 | 4/28/2016 | CALIFORNIA DEPARTMENT OF TRANSPORTATION | SHARED COSTS JAN - MAR 2016 | 8,112.60 |
| 203824 | 4/28/2016 | ROLFE CONSTRUCTION | DEPOSIT REFUND FOR METER 19 | 1,491.90 |
| 203825 | 4/28/2016 | CAPITAL ONE BANK | BOA LEASE #70684, PD FACILITY LEASE | 65,248.51 |
| 203826 | 4/28/2016 | CBCINNOVIS, INC | ACCESS FEE/CREDIT CHECK | 16.00 |
| 203827 | 4/28/2016 | CREATIVE COPY | DAR TICKETS #570961-610960 | 1,745.74 |
| 203828 | 4/28/2016 | MARCHETTI ROSE | Utility Billing Deposit Refund | 50.17 |
| 203829 | 4/28/2016 | CANTU NANCY OR SELBY CARREY ELLEN | Utility Billing Credit Refund | 169.14 |
| 203830 | 4/28/2016 | WELTON WILLIAM E,MIRIAM A,JEANNE C | Utility Billing Deposit Refund | 5.49 |
| 203831 | 4/28/2016 | BUCOLO JESSICA RAE | Utility Billing Credit Refund | 149.23 |
| 203832 | 4/28/2016 | CHILDERS DAVID AND DORA | Utility Billing Deposit Refund | 17.36 |
| 203833 | 4/28/2016 | FRY PETER AND NOREEN | Utility Billing Credit Refund | 277.97 |
| 203834 | 4/28/2016 | BISHOP ELIJAH | Utility Billing Deposit Refund | 67.86 |
| 203835 | 4/28/2016 | HERRERA FRANCISCO | Utility Billing Deposit Refund | 132.68 |
| 203836 | 4/28/2016 | REGALADO MIGUEL ANGEL | Utility Billing Credit Refund | 163.88 |
| 203837 | 4/28/2016 | BECCERRA ABEL C/O NEWTON PROPERTY MANAGEMENT | Utility Billing Deposit Refund | 10.96 |
| 203838 | 4/28/2016 | MUELLER DAVID C | Utility Billing Deposit Refund | 27.88 |
| 203839 | 4/28/2016 | TORRES MARGARITO OR CITY OF MADERA | Utility Billing Credit Refund | 215.08 |
| 203840 | 4/28/2016 | MITCHELL LINDA OR CITY OF MADERA | Utility Billing Deposit Refund | 31.51 |
| 203841 | 4/28/2016 | FREEMAN CLOMA | Utility Billing Credit Refund | 213.78 |
| 203842 | 4/28/2016 | JARAMILLO ARMANDO OR CITY OF MADERA | Utility Billing Credit Refund | 208.53 |
| 203843 | 4/28/2016 | MARTINEZ ANASTACIO | Utility Billing Credit Refund | 179.53 |
| 203844 | 4/28/2016 | VELAZCO YESENIA GUTIERREZ | Utility Billing Credit Refund | 167.45 |
| 203845 | 4/28/2016 | MARIN PATIENCE | Utility Billing Deposit Refund | 26.87 |
| 203846 | 4/28/2016 | CITY OF MADERA OR PEREZ PEDRO JR | Utility Billing Credit Refund | 244.47 |
| 203847 | 4/28/2016 | LARIOS JOHN | Utility Billing Deposit Refund | 76.00 |
| 203848 | 4/28/2016 | AZEVEDO DARRYL J | Utility Billing Credit Refund | 157.19 |
| 203849 | 4/28/2016 | ZARAGOZA VERONICA | Utility Billing Credit Refund | 133.53 |
| 203850 | 4/28/2016 | CITY OF MADERA OR MARTINEZ GRISELDA | Utility Billing Credit Refund | 151.11 |
| 203851 | 4/28/2016 | HENDERSON SHIRLEY | Utility Billing Credit Refund | 141.46 |
| 203852 | 4/28/2016 | VASQUEZ HERMINIO A | Utility Billing Credit Refund | 102.50 |
| 203853 | 4/28/2016 | MADERA FAMILY APARTMENTS | Utility Billing Deposit Refund | 625.23 |
| 203854 | 4/28/2016 | HENRY JOAN | Utility Billing Credit Refund | 134.14 |
| 203855 | 4/28/2016 | CITY OF MADERA OR GUTIERREZ VERONICA | Utility Billing Credit Refund | 150.68 |
| 203856 | 4/28/2016 | SANDOVAL MARTHA Q | Utility Billing Credit Refund | 153.03 |
| 203857 | 4/28/2016 | CITY OF MADERA OR GUZMAN DONAJI MONTES | Utility Billing Credit Refund | 150.56 |
| 203858 | 4/28/2016 | CITY OF MADERA OR AHMAD FAYYAZ | Utility Billing Credit Refund | 273.51 |
| 203859 | 4/28/2016 | CITY OF MADERA OR ESCAMILLA AMPARITO | Utility Billing Credit Refund | 150.53 |
| 203860 | 4/28/2016 | RODRIGUEZ KATHY | Utility Billing Credit Refund | 71.60 |
| 203861 | 4/28/2016 | ESTRADA ERIC AND LEON ANGEL | Utility Billing Credit Refund | 97.34 |
| 203862 | 4/28/2016 | BEDOLLA DOMINGO OR CITY OF MADERA | Utility Billing Credit Refund | 98.90 |
| 203863 | 4/28/2016 | ANZALDO ALICIA | Utility Billing Credit Refund | 215.01 |
| 203864 | 4/28/2016 | BROUKHIM POUYAN | Utility Billing Credit Refund | 107.93 |
| 203865 | 4/28/2016 | MARKLEY RICK | Utility Billing Deposit Refund | 34.84 |
| 203866 | 4/28/2016 | SBN III REO CA LLC | Utility Billing Credit Refund | 462.37 |
| 203867 | 4/28/2016 | HAWKINS KATHY | Utility Billing Credit Refund | 72.56 |
| 203868 | 4/28/2016 | CRAWFORD TAMARA | Utility Billing Deposit Refund | 37.26 |
| 203869 | 4/28/2016 | ENTENMANN-ROVIN CO | LT. CAP PIECES (2) | 189.50 |
| 203870 | 4/28/2016 | FACSCO | FILTERS FOR SWAMP COOLERS | 61.69 |
| 203871 | 4/28/2016 | FEDERAL LICENSING INC. | CHANNEL 3 FEDERAL LICENSE | 110.00 |
| 203872 | 4/28/2016 | FRESNO BEE, THE | COMM SPCLT/WWTP MECH/SNR CVLENG/CONST IN | 2,085.85 |
| 203873 | 4/28/2016 | FRESNO POLICE DEPARTMENT | EVOC TRAINING-TRAINEE | 800.00 |
| 203874 | 4/28/2016 | FRESNO REPROGRAPHICS | ST 16-01 SURFACE SEALS PLANS/SPECS | 352.54 |

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|--------|-----------|---------------------------------------|--|------------|
| 203875 | 4/28/2016 | HARBISON INTERNATIONAL INC. | PINE-PECAN PUBLIC IMPROVE PROJEC PMT #9 | 3,330.00 |
| 203876 | 4/28/2016 | HILL, ROBERT | REIMBURSEMENT FOR DISPLAY AT PD | 63.93 |
| 203877 | 4/28/2016 | HERTZ EQUIPMENT RENTAL | WATER TRUCK RENTAL | 1,583.28 |
| 203878 | 4/28/2016 | LANGUAGE LINE SERVICES, INC. | TRANSLATION SVS | 52.07 |
| 203879 | 4/28/2016 | LAW & ASSOCIATES | EMPLOYMENT BACKGROUND CHECK-DISPATCH | 700.00 |
| 203880 | 4/28/2016 | LIEBERT CASSIDY WHITMORE | LEGAL SVS - MACEA DECERTIFICATION CHARGE | 1,169.50 |
| 203881 | 4/28/2016 | LYNN PEAVEY COMPANY | EVIDENCE SUPPLIES | 223.26 |
| 203882 | 4/28/2016 | CITY OF MADERA | LOW FLOW TOILET REBATE TO #4914001 | 50.00 |
| 203883 | 4/28/2016 | CITY OF MADERA | LOW FLOW TOILET REBATE TO #9917008 | 150.00 |
| 203884 | 4/28/2016 | MADERA COUNTY TREASURER | MARCH 2016 PARKING PENALTIES | 103.50 |
| 203885 | 4/28/2016 | MADERA COUNTY E D C | REIMB 3RD QTR SALARIES/EXPS SM BUS LOAN | 1,508.11 |
| 203886 | 4/28/2016 | MADERA COUNTY E D C | QUARTERLY CONTRIBUTION 4TH QTR 15/16 | 38,778.00 |
| 203887 | 4/28/2016 | MADERA COUNTY WORKFORCE CORPORATION | PMNT CDBG-FND 15/16 SCHOLARSHIPS 3RD QTR | 968.37 |
| 203888 | 4/28/2016 | MADERA IRRIGATION DISTRICT | MADERA SUB BASIN GSA/MID STAFF & BURDEN | 483.00 |
| 203889 | 4/28/2016 | MADERA RADIO DISPATCH, INC. | TOWER RENT | 200.00 |
| 203890 | 4/28/2016 | MADERA TRIBUNE | PUBLISH ORDINANCE 933 C.S. | 1,088.76 |
| 203891 | 4/28/2016 | MADERA TRIBUNE | PRIDE 2016-COMM. ANNUAL PRIDE VISION | 1,300.00 |
| 203892 | 4/28/2016 | MADERA UNIFORM & ACCESSORIES | VOLUNTEER UNIFORM | 83.97 |
| 203893 | 4/28/2016 | CS & FD MEDICAL WASTE DISPOSAL | BIO - HAZARD DISPOSAL | 139.00 |
| 203894 | 4/28/2016 | ENRIQUEZ, ROSEMARY | CAT TRAP DEPOSIT REFUND | 36.00 |
| 203895 | 4/28/2016 | VASQUEZ, RYAN | REIMBURSEMENT FOR DAMAGED PANTS | 54.10 |
| 203896 | 4/28/2016 | MEXICALI TAQUERIA | REFUND PARKING ASSESSMENT FEE | 74.38 |
| 203897 | 4/28/2016 | KONKOL, LOIS | CAT TRAP DEPOSIT REFUND | 23.00 |
| 203898 | 4/28/2016 | SMITH, JIMMIE W & SMITH, BETTY J | REFUND PARKING CITATION-PAID TWICE | 272.00 |
| 203899 | 4/28/2016 | RINCON, NICOLE | PARK DEPOSIT REFUND - LTC | 50.00 |
| 203900 | 4/28/2016 | GONZALEZ, SAMMY | PARK DEPOSIT REFUND - ROTARY | 50.00 |
| 203901 | 4/28/2016 | DURAN, ROSA | PARK DEPOSIT REFUND - LTC | 50.00 |
| 203902 | 4/28/2016 | PECK'S PRINTERY | ALARM ENVELOPES-PD | 440.10 |
| 203903 | 4/28/2016 | SMART ENERGY SOLAR | REFUND OF BLDG #20160808 04/14/16 | 72.36 |
| 203904 | 4/28/2016 | PHOENIX GROUP INFO SYS | CITATIONS MARCH 2016 | 186.90 |
| 203905 | 4/28/2016 | PIERCE CONSTRUCTION | REFUND DEPOSIT METER #16 | 1,651.39 |
| 203906 | 4/28/2016 | POLYDYNE INC. | SLUDGE DEWATERING | 5,365.44 |
| 203907 | 4/28/2016 | RICHARDSON, BRENT | PER DIEM LOCC SPRING CONFERENCE | 353.64 |
| 203908 | 4/28/2016 | ROCKWELL ENG. & EQ. CO.,INC. | = ("6" TRASH PUMP PURCHASE") | 44,270.40 |
| 203909 | 4/28/2016 | SCHAEFFER MFG. CO. | EQUIPMENT MAINTENANCE | 511.92 |
| 203910 | 4/28/2016 | SEAL RITE PAVING | KNOX PARK REHAB PK 59-PROGRESS PMT #1 | 119,132.74 |
| 203911 | 4/28/2016 | SNAP TRENDS, INC. | YEARLY SUBSCRIPTION 5/8/16-5/7/17 | 2,500.00 |
| 203912 | 4/28/2016 | STATE WATER RESOURCES CONTROL BOARD | STORMWATER VIOLATION FEE 4/1/14-3/31/15 | 766.00 |
| 203913 | 4/28/2016 | STATE WATER RESOURCES CONTROL BOARD | STORM WATER VIOLATION FEE 7/1/14-6/30/15 | 978.00 |
| 203914 | 4/28/2016 | STATE WATER RESOURCES CONTROL BOARD | STORM WATER VIOLATION FEE 7/1/15-6/30/16 | 768.00 |
| 203915 | 4/28/2016 | STATE WATER RESOURCES CONTROL BOARD | STORMWATER VIOLATION FEE 10/1/15-9/30/16 | 659.00 |
| 203916 | 4/28/2016 | TECHNICON ENGINEERING SVCS., INC. | KNOX PARK LAB SVS PRJCT PK59-PRGRS PMT 1 | 1,372.00 |
| 203917 | 4/28/2016 | UNION BANK OF CALIFORNIA | 4TH QRT 2015 DRAW FEE | 250.00 |
| 203918 | 4/28/2016 | WEST COAST ARBORISTS, INC. | 2016 L&L 2 3/1/16-3/15/16 | 36,937.50 |
| 203919 | 5/5/2016 | MARTINEZ, RICHARD | PARK DEPOSIT REFUND | 50.00 |
| 203920 | 5/5/2016 | AT&T | PD PRIVATE LINE SVS 04/19- 05/18 | 378.42 |
| 203921 | 5/5/2016 | ALL VALLEY ADMINISTRATORS | MEDICAL & CHILD CARE EXP 05/06/2016 PR | 688.30 |
| 203922 | 5/5/2016 | BSK ASSOCIATES | WATER SAMPLES | 4,294.00 |
| 203923 | 5/5/2016 | BANK OF THE WEST | IN-CAR CAMERAS | 8,713.46 |
| 203924 | 5/5/2016 | BLUE SHIELD OF CALIFORNIA | CITY PAID BLUE SHIELD MAY 2016 | 256,334.08 |
| 203925 | 5/5/2016 | BSN SPORTS | SOFTBALLS FOR LEAGUE | 186.14 |
| 203926 | 5/5/2016 | BUSHONG, JASON | MILEAGE REIMBURSEMENT 04/18/16 | 14.93 |
| 203927 | 5/5/2016 | CALIFORNIA DEPARTMENT OF JUSTICE | CCW PERMIT RENEWAL- DOUGLAS DEORIAN | 52.00 |
| 203928 | 5/5/2016 | CALIFORNIA DEPARTMENT OF JUSTICE | CLETS SERVICES | 2,373.98 |
| 203929 | 5/5/2016 | CALIFORNIA HIGHWAY PATROL | INSPECTION APPLICATION GPPV BUS 35-41 | 350.00 |
| 203930 | 5/5/2016 | MADERA TROPHY | BASKETBALL TROPHY | 38.88 |
| 203931 | 5/5/2016 | CHAVEZ, JOSH | PER DIEM FTO UPDATE COURSE | 224.00 |
| 203932 | 5/5/2016 | CHIARAMONTE, GIACHINO | PER DIEM POST MANAGEMENT MODULE B | 288.00 |
| 203933 | 5/5/2016 | COLONIAL LIFE & ACCIDENT INSURANCE CO | E700482-3 FOR 05/06/2016 PAYROLL | 1,042.48 |
| 203934 | 5/5/2016 | COMCAST | 04/22- 05/21 SVS 8155500320322006 | 86.10 |
| 203935 | 5/5/2016 | COMPUCOM SYSTEMS INC | ANNUAL MICROSOFT RENEWAL | 9,192.32 |
| 203936 | 5/5/2016 | CONCENTRA MEDICAL CENTERS | PRE-EMPLOYMENT PHYSICAL | 349.00 |
| 203937 | 5/5/2016 | CREATIVE COPY | MAX SCHEDULES | 655.40 |
| 203938 | 5/5/2016 | DAVID BIGLER ASSOCIATES | LANDSCAPE ARCHITECTURAL SVS PINE/PECAN | 3,050.00 |
| 203939 | 5/5/2016 | DIAMOND COMMUNICATIONS | EMERGENCY CALL OUT | 711.75 |

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|--------|--|---|------------|
| 203940 | 5/5/2016 ADMINISTRATIVE SOLUTIONS INC. | FUNDS ON DEPOSIT FOR MEDICAL CLAIMS | 80,000.00 |
| 203941 | 5/5/2016 GUILLEN ROCIO | Utility Billing Credit Refund | 276.28 |
| 203942 | 5/5/2016 SMITH THERESA C/O MADELEINE FOWLER | Utility Billing Deposit Refund | 43.47 |
| 203943 | 5/5/2016 O'NEIL DIANE D | Utility Billing Deposit Refund | 24.75 |
| 203944 | 5/5/2016 BARE DONALD AND BELVA | Utility Billing Deposit Refund | 20.70 |
| 203945 | 5/5/2016 TRUJILLO RAFAEL | Utility Billing Deposit Refund | 65.22 |
| 203946 | 5/5/2016 DEFRANCO JOHN J AND KAREN L | Utility Billing Deposit Refund | 29.44 |
| 203947 | 5/5/2016 BAKER GEORGE | Utility Billing Credit Refund | 289.11 |
| 203948 | 5/5/2016 BAUTISTA RICARDO | Utility Billing Credit Refund | 29.74 |
| 203949 | 5/5/2016 LOPEZ JESSE | Utility Billing Credit Refund | 236.87 |
| 203950 | 5/5/2016 HARRISON MARGARET | Utility Billing Credit Refund | 410.24 |
| 203951 | 5/5/2016 KIMBALL TERESA | Utility Billing Credit Refund | 125.00 |
| 203952 | 5/5/2016 SANCHEZ JUAN JOSE | Utility Billing Credit Refund | 49.15 |
| 203953 | 5/5/2016 ROMAN FLORES JENNIFER | Utility Billing Credit Refund | 135.31 |
| 203954 | 5/5/2016 ARAIN ZUBI C/O NEWTON PROPERTY MANAGEMENT | Utility Billing Deposit Refund | 39.25 |
| 203955 | 5/5/2016 LACEBAL ROSANNA L OR CITY OF MADERA | Utility Billing Credit Refund | 151.11 |
| 203956 | 5/5/2016 AGUINIGA RUBY | Utility Billing Credit Refund | 90.37 |
| 203957 | 5/5/2016 RODRIGUEZ ANGELA M | Utility Billing Credit Refund | 139.20 |
| 203958 | 5/5/2016 GRANADO ROSA | Utility Billing Credit Refund | 137.21 |
| 203959 | 5/5/2016 BAZZONE ALEXIS | Utility Billing Credit Refund | 13.98 |
| 203960 | 5/5/2016 HERRERA ANDREW JOHN OR CITY OF MADERA | Utility Billing Credit Refund | 150.68 |
| 203961 | 5/5/2016 BRAR HOLDING INC | Utility Billing Deposit Refund | 20.64 |
| 203962 | 5/5/2016 CITY OF MADERA MACIAS LETICIA ALMA | Utility Billing Credit Refund | 150.48 |
| 203963 | 5/5/2016 LOPEZ DEBRA D | Utility Billing Credit Refund | 150.47 |
| 203964 | 5/5/2016 SOTO JUANA MARIA OR CITY OF MADERA | Utility Billing Credit Refund | 150.47 |
| 203965 | 5/5/2016 KIM KEVIN | Utility Billing Credit Refund | 150.47 |
| 203966 | 5/5/2016 LOPEZ CHRISTY AND TAYLOR CARLIN | Utility Billing Credit Refund | 183.02 |
| 203967 | 5/5/2016 AVILA LORENA AND FRANCISCO | Utility Billing Credit Refund | 182.65 |
| 203968 | 5/5/2016 LEE CHARLES | Utility Billing Credit Refund | 674.62 |
| 203969 | 5/5/2016 MORALES -RAMIREZ JOSE ALFREDO | Utility Billing Credit Refund | 149.04 |
| 203970 | 5/5/2016 RODRIGUEZ JUAN | Utility Billing Credit Refund | 169.42 |
| 203971 | 5/5/2016 POTOUKIAN ROUBEN | Utility Billing Deposit Refund | 20.89 |
| 203972 | 5/5/2016 REJDA CHRISTINA | Utility Billing Credit Refund | 37.56 |
| 203973 | 5/5/2016 CULATON MARCELO | Utility Billing Credit Refund | 163.71 |
| 203974 | 5/5/2016 ESTEVES, BRIAN | PER DIEM SL SESSION 4 | 240.00 |
| 203975 | 5/5/2016 FIRE SAFETY SOLUTIONS, LLC | FIRE PROTECTION ENG SVS 04/16- 04/30/16 | 9,056.25 |
| 203976 | 5/5/2016 FRAZIER, STEVE | PER DIEM CALEEDS FBI SEMINAR | 333.00 |
| 203977 | 5/5/2016 UNITY IT | IT CONSULTING SVS | 2,125.00 |
| 203978 | 5/5/2016 GARIBAY, HECTOR | PER DIEM ILGIA SYMPOSIUM | 135.00 |
| 203979 | 5/5/2016 HILL, ROBERT | REIMBURSEMENT FOR PICTURES/FRAMES | 52.68 |
| 203980 | 5/5/2016 VIDEGAIN, RYAN | PER DIEM FTO UPDATE COURSE | 224.00 |
| 203981 | 5/5/2016 LEXISNEXIS | APRIL CHARGES | 274.00 |
| 203982 | 5/5/2016 LINCOLN FINANCIAL | LIFE & LTD INSURANCE MAY 2016 | 6,854.55 |
| 203983 | 5/5/2016 MADERA CLEANERS & LAUNDRY | YOUTH CENTER FLOOR MATS | 32.30 |
| 203984 | 5/5/2016 MADERA HONDA SUZUKI | MOTORCYCLE MECHANIC WORK | 258.27 |
| 203985 | 5/5/2016 MEAD AND HUNT, INC. | AIRPORT DBE | 630.26 |
| 203986 | 5/5/2016 MID VALLEY DISPOSAL INC. | WASTE DISPOSAL SVS MARCH 2016 | 295,758.52 |
| 203987 | 5/5/2016 N.P.C.-ORCHARD TRUST COMPANY | PLAN #340227-01 FOR 05/06/2016 PAYROLL | 6,075.10 |
| 203988 | 5/5/2016 N.P.C.-ORCHARD TRUST COMPANY | PLAN #340227-02 FOR 05/06/2016 PAYROLL | 2,395.42 |
| 203989 | 5/5/2016 PACIFIC GAS & ELECTRIC | 04/16 SVS 3533032414-2 | 96,252.37 |
| 203990 | 5/5/2016 P G AND E | 04/16 SVS 3499945233-6 | 4,296.85 |
| 203991 | 5/5/2016 RAMIREZ, LAWRENCE | REFUND OF BOND FOR ENCROACHMNT PERMIT | 500.00 |
| 203992 | 5/5/2016 BECERRA, SHANTELE | PARK CANCELLATION REFUND | 100.00 |
| 203993 | 5/5/2016 PAY PLUS SOLUTIONS, INC. | CALPERS MONTHLY SUBSCRIPTION MAY 2016 | 247.00 |
| 203994 | 5/5/2016 GUZMAN, MARIAH | PARK DEPOSIT REFUND | 50.00 |
| 203995 | 5/5/2016 GOMEZ, NATALIE | PARK DEPOSIT REFUND | 50.00 |
| 203996 | 5/5/2016 GIL, JEANETTE | PARK DEPOSIT REFUND | 50.00 |
| 203997 | 5/5/2016 CENTRAL VALLEY WOMEN'S ASSOCIATION | PARK DEPOSIT REFUND | 50.00 |
| 203998 | 5/5/2016 GONZALEZ, NOE | FACILITY DEPOSIT REFUND | 250.00 |
| 203999 | 5/5/2016 NAVARRO, MARGARITA | PARK CANCELLATION REFUND | 100.00 |
| 204000 | 5/5/2016 PRESORT CENTER OF FRESNO, LLC. | 04/16 AR STATEMENTS | 103.69 |
| 204001 | 5/5/2016 Principal Life Insurance Company | MAY 2016 DENTAL BILL | 16,625.26 |
| 204002 | 5/5/2016 PRINTASAUROS | T-BALL SHIRTS/HATS | 6,988.41 |
| 204003 | 5/5/2016 REGENCE BLUECROSSS BLUESHIELD OF UTAH | CITY PD RETIREE PRES BILL 05/16 CHUMLEY | 124.60 |
| 204004 | 5/5/2016 SAN JOAQUIN GLASS | PAC WINDOW REPLACEMENT | 9,955.00 |

| | | | |
|--------|--|---|--------------|
| 204005 | 5/5/2016 SJVAPCD | PERMITS | 502.00 |
| 204006 | 5/5/2016 SCRAP TIRE CO. | TRAILER SERVICE | 1,200.00 |
| 204007 | 5/5/2016 STATE WATER RESOURCES CONTROL BOARD | ANNUAL PERMIT FEE | 17,171.00 |
| 204008 | 5/5/2016 STATE WATER RESOURCES CONTROL BOARD | ANNUAL PERMIT FEE | 1,282.00 |
| 204009 | 5/5/2016 SUNEDISON, LLC | SOLAR ELECTRIC UTILITY APRIL 2016 | 30,646.79 |
| 204010 | 5/5/2016 TASER INTERNATIONAL | BATTERY PACKS | 388.11 |
| 204011 | 5/5/2016 TESEI PETROLEUM INC. | FUEL CHARGES 04/11/16- 04/20/16 | 11,238.97 |
| 204012 | 5/5/2016 TRANSUNION RISK & ALTERNATIVE DATA SOL. | DATABASE ACCESS APRIL 2016 | 110.00 |
| 204013 | 5/5/2016 VANTAGEPOINT TRANSFER AGENTS-457 | PLAN #302351 CONTRIBS FOR 05/06/2016 PR | 20,371.38 |
| | | Bank # 1 - Union Bank General Account Total | 1,283,930.38 |



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF May 18, 2016

AGENDA ITEM NUMBER B-3

APPROVED BY

GRANT ADMINISTRATOR

CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution of the City Council, of the City of Madera, California, Rescinding Resolution No. 15-138 and Approving a Subordination Agreement for Isaias G. Angeles for a Home First Time Home Buyer Loan and Authorizing the City Administrator to Sign the Subordination Agreement on Behalf of the City of Madera

RECOMMENDATION: Staff recommends Council approve the resolution to subordinate the first time homebuyer loan for Isaias G. Angeles.

DISCUSSION:

Mr. Angeles received first time homebuyer assistance consisting of a HOME loan for \$70,039. He signed loan documents as follows:

| HOME | DATE |
|--|-----------------|
| Deed of Trust, Declaration of Covenants, and Promissory Note | October 4, 2006 |

Mr. Angeles is refinancing his existing first mortgage. According to our Loan Servicing Policies and Procedures, subordinations with no cash out are permitted. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. In addition, there are no third party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the housing cost of the household by providing him with a lower interest rate. Finally, the Principal, Interest, Taxes and Insurance (PITI) shall be included in the monthly mortgage payment. The chart below provides details about the existing and proposed first loan.

| Loan Terms | Loan Length | Interest | Principal, Interest, Taxes, Insurance and Mortgage Insurance, if any | Principal | Interest Paid Over Life of Loan |
|------------|--------------------|----------|--|--------------|---------------------------------|
| Original | 21 years remaining | 6.75 | \$1,003.00 | \$163,000.00 | \$217,597.36 |
| Proposed | 30 years | 4.25 | \$885.00 | \$146,000.00 | \$112,563.61 |

The proposed refinance meets all of the requirements of our Loan Servicing Policies and Procedures. It reduces the borrower's interest rate, includes PITI in the monthly mortgage payment, and it lowers his housing costs and the amount of interest paid over the life of the loan. As a result, Staff recommends Council approve the subordination agreement for Mr. Angeles.

FINANCIAL IMPACT:

The proposed subordination does not impact the General Fund because this is a grant-funded activity.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The Plan does not address subordinations. Likewise, it does not conflict with the Plan.

RESOLUTION NO.: 16 ____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, RESCINDING RESOLUTION NO. 15-138 AND APPROVING A
SUBORDINATION AGREEMENT FOR ISAIAS G. ANGELES FOR A HOME FIRST TIME
HOME BUYER LOAN AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE
SUBORDINATION AGREEMENT ON BEHALF OF THE CITY OF MADERA**

WHEREAS, the borrower received a HOME First Time Home Buyer loan for \$70,039, and signed documents as follows; and

| HOME | DATE |
|--|-----------------|
| Deed of Trust, Declaration of Covenants, and Promissory Note | October 4, 2006 |

WHEREAS, the borrower wishes to refinance the existing first loan associated with the property and a Subordination Agreement is recommended based on findings as follows:

1. The proposed refinance is consistent with the requirements for allowing subordinations under the City of Madera Loan Servicing Policies and Procedures. The refinance reduces the borrower's interest rate, includes PITI in the monthly mortgage payment, and it lowers the housing costs and the amount of interest paid over the life of the loan.

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

1. The above recitals are true and correct.
2. Resolution No. 15-138 is hereby rescinded.
3. The Subordination Agreement, a copy of which is on file in the office of the City Clerk and referred for particulars, is hereby approved.
4. The City Administrator is authorized to execute the Subordination Agreement on behalf of the City of Madera.
5. The City Clerk is hereby authorized and directed to forward a certified copy of this resolution to the Grant Administrator.
6. This Resolution is effective immediately upon adoption.

RECORDING REQUESTED BY
Isaias G. Angeles

When Recorded Mail to:

City of Madera
205 West 4th Street
Madera, CA 93637
Attn: City Clerk's Office

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT, made this 18th day of May, 2016, by Isaias G. Angeles, an unmarried man, owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and the City of Madera present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

WHEREAS, Owner(s) have executed a deed of trust, dated October 4, 2006, to the City of Madera, a Municipal corporation, as trustee, covering:

The land referred to herein below is situated in the City of Madera, County of Madera, State of California and is described as follows:

Lot 12 in Block 6 of Lincoln Park No. 3, according to the map entitled, "Lincoln Park No.3", filed and recorded in the office of the County Recorder of the County of Madera, State of California, October 9, 1947 in Vol. 6 of Maps, at page 60, and according to the amended map recorded November 28, 1952 in Vol. 6 of Maps, at page 100.

EXCEPTING THEREFROM all oil, gas and other hydrocarbons and minerals, but with no right of entry except below the depth of 100 feet; as reserved in Deed dated February 16, 1940 made by California Lands, Inc., and recorded March 13, 1940 in Vol. 256 of Official Records, page 199, Madera County Records, and as

amended in Quitclaim Deed dated July 18, 1950 and recorded July 21, 1950 in Vol. 488 of Official Records, page 333, Madera County Records.

APN: 009-031-012

WHEREAS, the Subordinate Deeds of Trust was security for a promissory note in the amount of \$70,039 dated October 4, 2006, and in favor of Beneficiary, which deed of trust was recorded on November 8, 2006, as Instrument No. 2006050381 Official Records of said county (“Subordinate Deed of Trust”); and

WHEREAS, Owner desires to obtain a loan, hereafter referred to as the “Refinancing Loan” in an amount not to exceed \$146,000.00 and is about to execute a deed of trust and note in a sum not to exceed \$146,000.00, in favor of Ditech Financial LLC, hereinafter referred to as “Lender”, payable with interest and upon the terms and conditions described herein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, Lender is willing to make the Refinancing Loan provided the deed of trust securing it (the Superior Deed of Trust) is a lien or charge on the Real Property prior and superior to the lien or charge of the Subordinate Deed of Trust, and provided further that Beneficiary specifically and unconditionally subordinates the lien or charge of the Subordinate Deed of Trust to the Superior Deed of Trust; and

WHEREAS, it is mutually beneficial to Beneficiary and Owners that Lender make the Refinancing Loan to Owners and Beneficiary is willing to subordinate the lien to the Subordinate Deed of Trust, insofar as it encumbers the Real Property, to the Superior Deed of Trust in order that Owners may obtain the Refinancing Loan from Lender.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. The terms concerning the Refinancing Loan to which the Subordinate Deed of Trust shall be subordinated shall be as follows:

- a. The total amount of the Refinancing Loan shall not exceed \$146,000.00.
- b. No portion of the Refinancing Loan shall be used for anything other than to satisfy the existing first deed of trust used to purchase the Property and pay costs connected with obtaining the Refinancing Loan on the Property.

c. The Refinancing Loan bears interest, exclusive of late charges, penalties, or fees payable in case of default, at a fixed rate not to exceed 4.250 % per annum.

d. The Refinancing Loan is payable in equal monthly installments of principal and interest over a period of Three Hundred and Sixty months from the date of the Superior Deed of Trust with the total unpaid balance all due and payable at the end of that period.

2. Beneficiary hereby subordinates the Subordinate Deed of Trust to the Superior Deed of Trust, which shall be recorded concurrently with this instrument in the Office of the County Recorder of Madera County, California. Beneficiary further declares that the lien of the Superior Deed of Trust shall be and is in all respects prior and superior to the lien of the Subordinate Deed of Trust and that the Superior Deed of Trust and any renewals or extensions of the Superior Deed of Trust and the note secured by it shall be and remain at all times a lien or charge on the Real property, prior and superior to the lien or charge of the Subordinate Deed of Trust.

3. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Subordinate Deed of Trust in favor of the lien or charge of the Superior Deed of Trust, and that it understands that in reliance on and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and that specific monetary and other obligations are being and will be entered into by third parties, that would not be made or entered into but for the reliance on the waiver, relinquishment, and subordination. Beneficiary further acknowledges that an endorsement has been placed on the note secured by the Subordinate Deed of Trust and that the Subordinate Deed of Trust has by this instrument been subordinated to the lien or charge of the Superior Deed of Trust.

4. This Agreement contains the whole agreement between the parties relating to the deed of trust loans, and the priority of those loans. There are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations, if any, are merged into this agreement.

5. This Subordination Agreement shall inure to the benefit of Lender, its legal representatives, successors, and assigns, and shall be binding on Beneficiary and Owners, their respective heirs, legal representatives, successors, and assigns.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

City of Madera, Beneficiary

David R. Tooley, City Administrator

**ATTACH NOTARY
ACKNOWLEDGMENT**

Owner(s)

Isaias Angeles Gil
Isaias G. Angeles

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

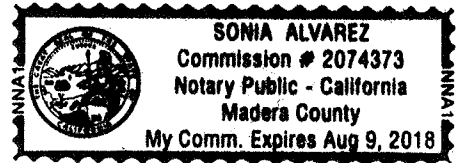
State of California)
County of Madera)

On 5/11/16 before me, Sonia Alvarez, Notary Public, personally appeared Isaias G. Angeles, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Sonia Alvarez (Seal)



DESCRIPTION OF ATTACHED DOCUMENT (OPTIONAL)

Title or Type of Document: Subordination Agreement 009-031-012

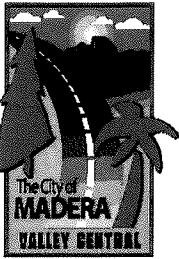
Document Date: 5/18/16 Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: Signer's Name:

Title: Title:



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF May 18, 2016

AGENDA ITEM NUMBER B-4

APPROVED BY



GRANT ADMINISTRATOR



CITY ADMINISTRATOR

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

RECOMMENDATION:

Staff recommends Council adopt a resolution approving the budget amendment.

DISCUSSION:

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

The three-year agreement with Laurin Associates and a budget amendment for the first year of monitoring were approved by resolution March 18, 2015. Raney Planning and Management conducted the 2016 long-term monitoring. Funds to pay for the monitoring are available from two revenue accounts. The budget amendment allows for the transfer of funds to expenditure accounts. *(See Attachment A.)*

FINANCIAL IMPACT:

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

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

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

RESOLUTION NO. 16-____

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

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

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

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

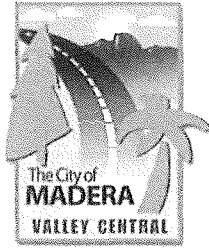
NOW, THEREFORE, THE CITY OF MADERA, hereby finds, determines, resolves and orders as follows:

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

ATTACHMENT A

**CITY OF MADERA
HOME 2016 Long-Term Monitoring
Budget Adjustment**

| FUND | ACCOUNT NUMBER | DESCRIPTION | DEBITS | CREDITS |
|----------------------|-----------------------|--|------------------------|------------------------|
| Revenue Accounts | | | | |
| 43800 | 6065-8659 | HOME - DAP Activity- Refunds & Reimbursements | | 2,771.79 |
| 10200 | 8900-8339 | Grant Entitlement/Oversight - Interfund Charges - HOME | | 1,118.63 |
| Expenditure Accounts | | | | |
| 43800 | 6065-3040 | Contracted Services | 2,771.79 | |
| 10200 | 8900-3040 | Contracted Services | 1,118.63 | |
| | | Long-Term Monitoring Budget | <u>3,890.42</u> | <u>3,890.42</u> |



REPORT TO CITY COUNCIL

COUNCIL MEETING OF May 18, 2016
AGENDA ITEM NUMBER B-5

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

APPROVED BY: David Tooley, City Administrator

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

RECOMMENDATION:

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

SUMMARY

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

In Madera, MUSD's Child Nutrition Department operates the program which serves City sites. By entering into this proposed Agreement, MUSD staff will deliver and serve meals to youth at four (4) City locations in the months of June through August from 2016 – 2018, a three year term. At the conclusion of the three-year agreement, extensions by amendment would be permitted for two years. Meals will be served at Centennial Park, Pan-American Community Center, Rotary

Park, and Lions Town and Country Park. The latter location was selected because it is home to the Parks and Community Services (PCS) Department's summer day camp program which serves up to 60 youth per day.

DISCUSSION:

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

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

The City will designate and make appropriate space available for the SFSP at the four (4) sites listed above. PCS staff will assist in marketing efforts for the program through the Department's Summer Activity Guide (offered in English and Spanish), the City's web-site and via social media outlets. MUSD will ensure that all SFSP staff is trained on proper handling and distribution of food as mandated by the funding agency. All associated staff must pass a criminal background check to include Live Scan fingerprinting and must be cleared to work with children.

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

Strategy 404: Promote increased community wellness.

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, MUSD has prepared an Agreement with the City to formalize the terms and conditions for the provision of food services at the above listed locations.

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

* * * * *

Madera Unified School District
and

The City of Madera

FOOD SERVICE AGREEMENT

This agreement is made and entered into this 25th day of May 2016, by and between Madera Unified School District (“District”) and The City of Madera (“City”).

The City of Madera (City)

205 W. 4th Street
Madera, CA. 93637

and,

Madera Unified School District (District)

2300 Howard Road
Madera, CA. 93637

For Services at:

Centennial Park

701 E. 5th St.
Madera, CA. 93638

and,

Pan-American Community Center

703 E. Sherwood Way
Madera, CA. 93638

and,

Town & Country Park

2350 Howard Road
Madera, CA. 93637

and,

Rotary Park

930 North Gateway Drive
Madera, CA. 93637

Whereas, **DISTRICT** operates a food service program to provide summer lunches at no charge to recipients and in doing so is not an agent or employee of **CITY**; and
Whereas, **DISTRICT** has a need for locations to host its food service program; and
Whereas, **CITY** can make locations listed available to **DISTRICT** in **CITY** parks and at **CITY** facilities.

Now therefore, the purpose of this agreement is to state the terms and conditions under which the **DISTRICT** will provide food services at **CITY** locations.

1. Responsibilities of the **DISTRICT**.

- a. Provide and deliver daily lunch meals at service locations designated in this agreement Monday through Friday (Excluding holidays as designated by the **DISTRICT**).
- b. Meals will be delivered to service locations at 11:30am with service time not to exceed two hours.
- c. Give **CITY** advance written notice (E-mail) of any changes to the scheduled time of meal delivery.
- d. Staff assigned to provide meal service delivery must pass a criminal background check to include Live Scan fingerprinting and must be cleared to work with children.
- e. District Staff assigned to provide meal service delivery shall be trained on proper handling and distribution of food as mandated by the funding agency.
- f. Staff assigned to provide meals onsite will ensure that any litter created by summer meals program will be cleaned.

2. Responsibilities of the **CITY**.

- a. Reserve designated space at each meal site for lunch distribution.
- b. Market summer lunch program.

3. Term. The services described in Paragraph 1 shall occur only during the summer months (June – August) and shall commence on June 1, 2016 and shall end on August 31, 2018 unless earlier terminated pursuant to Paragraph 7.

4. Payment. Nothing in this agreement shall be deemed to be a commitment or obligation of funds from either party.

5. Indemnity. Madera Unified School District shall indemnify, defend, and save and hold harmless the City of Madera, its City Council, officers, agents, employees and volunteers from any and all claims, damages, losses, causes of actions, and demands, including reasonable attorney's fees and costs, incurred in connection with the processing or defense of any matter,

claim, lawsuit or contest arising out of District's performance of or failure to perform the work described in this agreement.

6. Insurance. District shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the District, its agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

District shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence, \$2,000,000 aggregate, for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the District; and with respect to liability arising out of work or operations performed by or on behalf of the District including materials, parts or equipment furnished in connection with such work or operations. For any claims related to this project, the District's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the District's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

District hereby agrees to waive subrogation which any insurer of District may acquire from District by virtue of the payment of any loss. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the District, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

District shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. Termination of Agreement. The City or District may terminate this Agreement for any reason upon 30 days written notice.

8. No Entitlement. District agrees that it has no entitlement to any future contracts or work from the City or to any employment or fringe benefits from the City.

9. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District, the City and their respective successors and assignees.

11. Severability. If any provision of this agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this agreement.

12. Amendment. The terms of this agreement shall not be amended in any manner whatsoever except by mutual written agreements signed by both parties.

13. Entire Agreement. This agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.

14. Licenses. **DISTRICT** represents that **DISTRICT** and all agents and employees of **DISTRICT** are licensed by the State of California, if applicable, to perform all the services required by this agreement. **DISTRICT** will maintain all licenses in full force and effect during the term of this agreement.

15. Compliance with Law. **DISTRICT** agrees to perform the services contemplated by this agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this agreement.

16. Equipment and Materials. **DISTRICT** shall provide all equipment, materials, and supplies necessary for the performance of this agreement. This provision is negotiable as to the needs of specific children.

17. Non-discrimination. **DISTRICT** shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.

18. Approvals. The parties agree that the effectiveness of the agreement is contingent upon approval by the District's Board of Trustees and by the Madera City Council. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the **DISTRICT** until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District:

by: Edward C. González
Superintendent

Signature: _____

Date: _____

City of Madera:

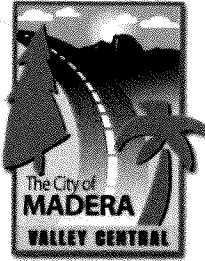
by: Robert L. Poythress
Mayor, City of Madera

Signature: _____

Date: _____

Approved as to form:

Brent Richardson, City Attorney:



REPORT TO CITY COUNCIL

COUNCIL MEETING OF May 18, 2016

AGENDA ITEM NUMBER B-6

APPROVED BY


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING A STREET EASEMENT DEED AS OFFERED BY TBS HOLDINGS, LLC

RECOMMENDATION:

That the City Council approves Resolution No. 16 - ____:

1. Accepting the offered street easement deed.
2. Authorizing the recording of the Street Easement Deed and Certificate of Acceptance of said deed.

SUMMARY:

TBS HOLDINGS, LLC, the owner of 1800 W. Howard Road, APN No. 009-191-006, has offered a nineteen foot wide street easement along Howard Road as required as a condition of development for the construction of a Jack-in-the-Box Restaurant on the property. It is recommended that the City Council accept this street easement offer as it meets the dedication requirement as requested by the City.

Engineering

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

www.madera-ca.gov

HISTORY:

On July 8, 2014, Conditional Use Permit 2014-09 and Site Plan Review 2014-14 were approved, allowing for the construction of a Jack-in-the-Box restaurant at 1800 Howard Road. The nineteen foot wide street easement deed dedication along Howard Road now being offered was required as a condition of this Site Plan Review.

FISCAL IMPACT:

Acceptance of the aforementioned street easement deed imposes no additional expense to the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth.

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING EASEMENT DEDICATION FOR A NINETEEN FOOT WIDE STREET EASEMENT, AND AUTHORIZING THE RECORDING OF THE STREET EASEMENT DEED AND ACCOMPANYING CERTIFICATE OF ACCEPTANCE

WHEREAS, TBS HOLDINGS, LLC, owner, has offered for dedication a nineteen foot wide street easement; and

WHEREAS, the City Engineer has certified to this Council that the street easement required for Jack-in-the-Box Restaurant, located at 1800 Howard Road, as a condition of Conditional Use Permit 2014-09 and Site Plan Review 2014-14, has been offered for dedication to the City.

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 Street Easement deed for Jack-in-the-Box Restaurant, located at 1800 Howard Road, is accepted.
3. The City Clerk is hereby authorized and directed to record the accompanying Street Easement Deed and Certificate of Acceptance as authorized by Resolution No 1572 adopted November 21, 1960.

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

Fee waived per Section 27383 of the Government Code No Fee Due 0

STREET AND PUBLIC UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

TBS HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit ^{#B}'A' attached hereto and made a part hereof)

Date: April 6, 2016

By: 
(Property Owner Signature(s))
Sudesh Sood

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

State of California)
County of Los Angeles)
~~Madera~~

On April 6, 2016, before me Paul A. Renyer, Notary Public

personally appeared Sudesh Sood

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)

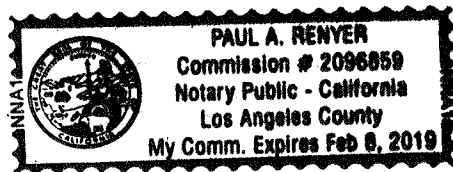


EXHIBIT 'A'

Public Road and Utility Easement

The Northerly 19.00 feet of Parcel 2 of that certain Parcel Map filed for record in Book 21 of Maps at Page 3, Madera County Records, situated in the City of Madera, County of Madera, State of California.

Area contains: $\pm 1,900$ square feet

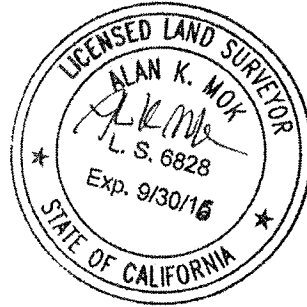


EXHIBIT 'B'

BASIS OF BEARINGS
N90°00'00"E

NORTH LINE OF
SECTION 26

60' HOWARD ROAD 60'

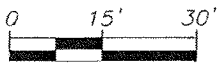
N90°00'00"E 100.00'

PARCEL NO. 2
PARCEL MAP
BK. 31 OF MAPS,
PG 20, M.C.R.

19'

PARCEL 2
PARCEL MAP
BK. 21 OF MAPS, PG 3
M.C.R.


CONDOMINIUM PLAN
FOR SUMMERWOOD
BK. 33 OF MAPS,
PG 101
M.C.R.



SCALE: 1" = 30'



LEGEND

-  = EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES
AREA: ±1,900 sq ft
- M.C.R. = MADERA COUNTY RECORDS

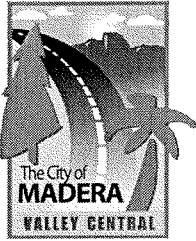
BASIS OF BEARINGS

THE NORTH LINE OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 17 EAST, M.D.B.&M. IS TAKEN TO BE NORTH 00°00'00" EAST AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN BOOK 21 OF PARCEL MAPS AT PAGE 3, MADERA COUNTY RECORDS.

Alan Mok Engineering
7415 N. PALM AVENUE #101
FRESNO, CALIFORNIA 93711
Tel. 559-432-6879
Fax. 559-432-6897
www.alanmokengeering.com

PARCEL TO BE DEDICATED TO
THE CITY OF MADERA AS AN
EASEMENT FOR PUBLIC ROAD
AND UTILITY PURPOSES

| | | |
|------------------------|-----------------|---------------------|
| PROJECT #: 213-0200 | | SHEET NO: 1 OF 1 |
| DATE: 5/11/2015 | | |
| DRAWN BY: CRB | CHECKED: AKM | REVISIONS: |
| SCALE: 1" = 30' | | |



City of Madera
City Clerk
205 West Fourth Street
Madera, CA 93637
559-661-5405

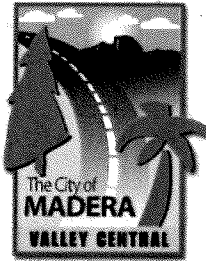
CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the street easement deed attached hereto and dated _____, _____, by **TBS Holdings, LLC**, as grantor, is hereby accepted by the undersigned officer or agent on behalf of the **CITY OF MADERA** pursuant to authority conferred to Resolution No. 1572 of the Council of the **CITY OF MADERA** adopted on November 21, 1960, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: _____, _____, _____

CITY OF MADERA, a Political Corporation

SONIA ALVAREZ, City Clerk



REPORT TO CITY COUNCIL

Approved By:



Department Director

Council Meeting of May 18, 2016
Agenda Item Number B-7



City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT WITH PROVOST AND PRITCHARD CONSULTING GROUP FOR PROFESSIONAL SURVEYING SERVICES FOR SURVEYING ON SUNSET AVENUE FROM PINE STREET TO SCHNOOR AVENUE AS PART OF THE SAFE ROUTES TO SCHOOL PROJECT AT THOMAS JEFFERSON MIDDLE SCHOOL , AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

RECOMMENDATION:

That the City Council approves Resolution No. 16-_____:

1. Approving the Agreement with Provost and Pritchard Consulting Group.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement with Provost and Pritchard Consulting Group (the Engineer) is for field surveys and engineering services to include the preparation of Topographic Sheets for use by City Staff in preparing the construction plans for the subject project. The total amount for the agreement is \$12,800 which includes \$10,800 for basic services and \$2,000 for extra services as approved by the City Engineer.

Engineering

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

www.madera-ca.gov

DISCUSSION:

The project is part of the Safe Routes to School (SR2S) Program state funded grant received by the City. The City was granted Cycle 10 SR2S funds, in the fall of 2012 to address safety concerns in areas within the City with high pedestrian volumes. The Safe Routes to School at Thomas Jefferson Middle School will construct missing sidewalks, ramps, and safety signs from Pine Street to Schnoor Avenue. This area is the path of travel used by students to walk to Thomas Jefferson Middle School and currently has incomplete sidewalks. The lack of sidewalk sometimes forces students to walk in the roadway among traffic.

Sidewalk improvements, like other projects included in the City's Capital Improvement Plan, come to the attention of City staff from a variety of sources. Some are initiated as the result of the collective observations of City staff, while others are identified by members of the public or other public agencies.

For grant funded projects, staff has traditionally sought to identify those locations where it was believed the greatest safety benefit could be achieved. Preferred locations are those where both pedestrian and vehicle volumes are found to be high. Locations with high pedestrian and vehicle volumes can be found in areas around schools and to some extent around commercial or retail land uses. Given the large number of schools with walking routes along collector or arterial streets that lack sidewalks, the high number of accidents involving youth and the availability of grants that focus on school route safety, staff has placed an emphasis on identifying such locations and recommending them to Council for project approval.

A Request for Proposal (RFP) for Professional Surveying Services was sent to three firms that were selected from our list of qualified local firms. The firms were Yamabe and Horn Engineering Inc., Michael Sutherland & Associate, and Provost and Pritchard Consulting Group. Michael Sutherland & Associates did not submit a proposal.

The proposals were ranked on the basis of cost and related experience. Provost and Pritchard Engineering submitted a bid that addressed our requests and met our budget requirements. Provost and Pritchard Engineering are hereby recommended for council approval.

The agreement with Provost and Pritchard Consulting Group is for field surveying services with corresponding computer aided design (CAD) files, for City staff use in order to prepare the construction plans.

The Safe Routes to School at Thomas Jefferson Middle School (the Project) is included in the 2015/16 Capital Improvement Program and SR2S funding and Engineering LTF funds are available for project design and environmental services.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is funded and included in the adopted City FY 2015/16 CIP Budget.

The funding source for project design and environmental work is in the City's allocation of SR2S Fund – bearing Account Number: 9120-5110; and the Engineering LTF Fund – bearing Account Number 5830-5110.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

RESOLUTION NO. 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PROVOST AND PRITCHARD CONSULTING GROUP FOR PROFESSIONAL SURVEYING SERVICES FOR SURVEYING ON SUNSET AVENUE FROM PINE STREET TO SCHNOOR AVENUE AS PART OF THE SAFE ROUTES TO SCHOOL PROJECT AT THOMAS JEFFERSON MIDDLE SCHOOL, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Madera has initiated the design phase of the Safe Routes to School at Thomas Jefferson Middle School (the Project); and

WHEREAS, the funding for design and environmental work on the Project is included in the 2015/16 Budget, Capital Improvement Program; and

WHEREAS, field surveying and CAD by a professional engineering firm is required for the design phase of the Project; and

WHEREAS, Provost and Pritchard Consulting Group has the professional skills to perform the necessary services, and City desires to retain Provost and Pritchard Engineering; and

WHEREAS, the Agreement with Provost and Pritchard Consulting Group for such professional surveying services is recommended for approval and a copy of such agreement is on file in the Office of the City Clerk.

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

1. The above recitals are true and correct.
2. The Agreement with Provost and Pritchard Consulting Group for professional surveying services for an amount not to exceed \$12,800, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

AGREEMENT WITH “PROVOST AND PRITCHARD CONSULTING GROUP” FOR PROFESSIONAL SURVEYING SERVICES ON SUNSET AVENUE FROM PINE STREET TO SCHNOOR AVENUE AS PART OF THE SAFE ROUTES TO SCHOOL PROJECT AT THOMAS JEFFERSON MIDDLE SCHOOL STATE PROJECT NO. SR2SL 5157 (091), CITY PROJECT NO. ST 16-03

This Agreement made and entered into this 18 day of May, 2016 between the City of Madera, a municipal corporation of the State of California, hereinafter called “**CITY**”, and “Provost and Pritchard Consulting Group”, located in Fresno, CA, hereinafter called “**CONSULTANT**”.

WITNESSETH

WHEREAS, CITY plans to construct improvements on Sunset Avenue from Pine Street to Schnoor Avenue as part of the Safe Routes to School Project at Thomas Jefferson Middle School, State Project No. SR2SL 5157 (091), City Project No. ST16-03 in the City of Madera, California, hereinafter called “Project(s)”; and

WHEREAS, CITY needs professional surveying services to prepare topographic surveying points on Sunset Avenue from Pine Street to Schnoor Avenue; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional surveying services and is knowledgeable of Federal, State requirements and City standard policies and regulatory requirements; and

WHEREAS, CITY desires to hire CONSULTANT for such professional surveying services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional surveying services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional services set forth in the "Project Work Plan Tasks & Deliverable Schedule", for 'Phase TPO' only ,EXHIBIT A, , attached hereto and incorporated herein by reference. CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

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

4. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

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

5. COMPENSATION

The basic fee based on the estimated hours of work listed in the "Budget", Exhibit A, attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$10,800. City and Consultant agree on the rates in EXHIBIT A. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee as shown in EXHIBIT A.

6. PAYMENT:

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

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of two thousand dollars (\$2,000).

8. AUDITS AND INSPECTIONS ACCESS:

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

9. LIABILITY INSURANCE:

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. CONSULTANT'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Insurance: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors & Omissions): \$250,000 per claim and \$1,000,000 aggregate with a deductible not to exceed \$75,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the CONSULTANT shall provide a financial guarantee

satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations or automobiles owned, leased, hired or borrowed by the CONSULTANT. General liability coverage shall be provided with the following endorsement forms: 1) CG 20 10 10 01 and 2) a CG 20 37 10 01, or substitute forms with identical language and coverages.

2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

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

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers

CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right

to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. OWNERSHIP OF DOCUMENTS:

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

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

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT A, Project Timeline:

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

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

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

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

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

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

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

13. APPROVAL:

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

Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

CONSULTANT shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, sub-consultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

15. RESPONSIBILITY FOR OTHERS:

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

16. PROFESSIONAL RESPONSIBILITY:

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

17. PARTIES BOUND BY AGREEMENT:

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

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any

modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

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

20. INDEPENDENT CONTRACTOR:

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

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

21. GOVERNING LAW:

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

parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

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

23. COMPLIANCE WITH LAWS AND WAGE RATES:

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

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

24. CONSULTANT 'S LEGAL AUTHORITY:

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

25. NOTICES:

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

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

CITY OF MADERA

Engineering Division
205 W. 4th Street
Madera, CA 93637

CONSULTANT

Provost and Pritchard Consulting Group
286 W. Cromwell Avenue
Fresno, Ca 93711-6162

26. SOLE AGREEMENT:

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

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

* * * * *

CITY OF MADERA

CONSULTING FIRM

By: _____
Robert L. Poythress, Mayor

By: _____
David McGlasson, PE, PLS
Principal In Charge, Contracts

Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A
PROPOSAL FOR SURVEYING SERVICES



EXHIBIT 'A'

286 W. Cromwell Avenue
Fresno, CA 93711-6162
Tel: (559) 449-2700
Fax: (559) 449-2715
www.ppeng.com

Proposal No.16-174

May 4, 2016

Keith Helmuth
City Engineer
City of Madera
205 W. Fourth St.
Madera, CA 93637

Subject: Proposal for Land Surveying Services
Sunset Avenue from Pine Street to Schnoor Avenue

Dear Mr. Helmuth:

Thank you for the opportunity to submit this proposal to provide surveying services for the subject project. This proposal discusses our understanding of the project, and recommends a scope of services together with associated fees, deliverables, and approximate schedule.

Project Understanding

Provost & Pritchard (P&P) understands that the City of Madera is planning to establish new sidewalk along Sunset Avenue from Pine Street to Schnoor Avenue. The City has also identified key intersections that will need additional topographic information to allow for new street crossings and handicap ramps. The following Scope of Services outlines our understanding of the work necessary to accomplish this task.

Scope of Services

Our proposed scope of work for this project is split into two phases, described below.

Phase TPO

Tasks

- Project Management and coordination with City of Madera.
- Conduct site topographic design survey to include top of curb, gutter flow line, gutter lip, back of walk, driveways, alley approaches, landscape features and any other features lying within a distance of 10 feet behind face of curb. Eight intersections identified by the City will also include pavement grades and utilities located in the street.
- Prepare an AutoCAD basemap containing basic line work and point data.
- Deliver AutoCAD file to the City of Madera, Engineering Department.

Phase ROW (Optional)

Tasks

- Project Management and coordination with City of Madera.
- Review maps and deeds provided by the City of their existing right-of-way along Sunset Avenue.

- Field survey to locate sufficient monumentation to re-establish and show right-of-way lines in the AutoCAD basemap.
- Add right-of-way lines to the existing AutoCAD basemap.

Assumptions

- The City of Madera will be responsible for monument perpetuation per Business and Professions Code Section 8771(d). This proposal does not include the effort or fee for Provost & Pritchard to perform this work per the Section listed above.

Professional Fees

Provost & Pritchard Consulting Group will perform the services for each phase for the fixed fee amounts shown below. These services will be invoiced monthly, on a percent-complete basis. Reimbursable Expenses are included in the Fixed Fee amount stated. One hundred percent of each phase will be invoiced upon delivery of the AutoCAD drawing described in the Scope of Services above.

| | |
|------------------|--------------------------|
| Phase TPO | \$10,800.00 |
| Phase ROW | <u>\$4,500.00</u> |
| Total | \$15,300.00 |

Schedule

Provost & Pritchard can be prepared to conduct field surveys within two weeks after finalizing the service agreement. After conducting the field survey the AutoCAD basemap will be ready for delivery within two weeks.

Terms and Conditions

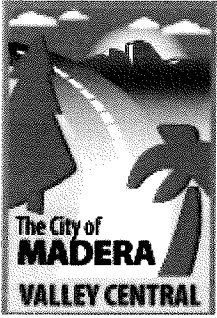
If this proposal is acceptable, please attach to your standard "Consulting Firm" agreement and send to our office for signature. Thank you for the opportunity to serve the City of Madera. We look forward to working with you again.

Sincerely Yours,
Provost & Pritchard Consulting Group


BRYAN W. BOWERS, PLS 8469
SURVEY MANAGER


RANDY S. HOPKINS, CE 63538
VICE PRESIDENT

REPORT TO CITY COUNCIL




Council Meeting of: May 18, 2016

Agenda Item: B-8

Approved by:



 Grants Administrator



 City Administrator

SUBJECT:

Consideration of a Resolution Adopting an Updated City of Madera Madera Area Express (MAX) and Dial-A-Ride Title VI Program

RECOMMENDATION:

Approve the attached resolution updating the City of Madera Title VI Program.

DISCUSSION:

The City of Madera has prepared its 2016 Title VI Program in compliance with U.S. Department of Transportation Title VI regulations, 49 Code of Federal Regulations (CFR) part 21. The Federal Transit Administration (FTA) requires recipients to prepare and submit an updated FTA Title VI Program every three years. (See Attachment-A: City of Madera MAX and Dial-A-Ride Title VI program)

Title VI is a federal statute and provides that “no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Pursuant to FTA Circular 4702.1B – Title VI Guidelines, at a minimum, the document must address the following:

- Notify Beneficiaries of Protection under Title VI
- Develop Title VI Complaint Procedures and Complaint Form
- Record and Report Transit-Related Title VI Investigations, Complaints, and Lawsuits
- Promote Inclusive Public Participation
- Provide Meaningful Access to Limited English Proficiency (LEP) Persons

- Minority Representation on Planning and Advisory Bodies
- Provide Additional Information upon Request
- Develop System-Wide Standards and Policies

The City will be required to ensure that its transit services are responsive to and comply with Title VI regulations.

FISCAL IMPACT:

The adoption of this resolution will not impact the General Fund.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Adoption of the attached resolution is consistent with Strategy 121 of the City of Madera Vision 2025 Plan particularly with regard to providing safe transit services and amenities.

Strategy 121 Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
ADOPTING AN UPDATED CITY OF MADERA MAX AND DIAL-A-RIDE TITLE VI
PROGRAM**

WHEREAS, the City of Madera operates Madera Area Express (MAX) and Madera Dial-A-Ride; and

WHEREAS, the City of Madera obtains financial assistance from the Federal Transit Administration (FTA) and must comply with applicable federal regulations including Title VI, Civil Rights Program, 49 CFR, and FTA Circular 4702.1B; and

WHEREAS, the purpose of the Title VI Program is to prohibit discrimination on the basis of race, color, or national origin in programs and activities; and

WHEREAS, the City of Madera must update its Title VI Program every three years.

NOW, THEREFORE, the Council of the City of Madera hereby finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The Council hereby adopts the updated City of Madera Title VI Program, a copy of which is on file in the office of the City Clerk and referred to for particulars.
3. This resolution is effective immediately upon adoption.

ATTACHMENT A

May 2016

CITY OF MADERA
MAX AND DIAL-A-RIDE
TITLE VI PROGRAM

205 West Fourth Street

Madera, CA 93637

**CITY OF MADERA
MAX AND DIAL-A-RIDE
TITLE VI PROGRAM**

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CITY OF MADERA MADERA AREA EXPRESS/MAX AND DIAL-A-RIDE TITLE VI PROGRAM

Reference: FTA Circular 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration (FTA) Recipients (October 1, 2012).

INTRODUCTION

The purpose of this Title VI Program is to establish guidelines to effectively monitor and ensure that the City of Madera's transit services, Madera Area Express/MAX and Dial-A-Ride, are in compliance with FTA Title VI requirements.

Title VI states that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The FTA is required to ensure that federally-supported transit services and related benefits are provided consistent with Title VI. The Title VI Report requires an update every three years.

The City of Madera will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Persons requirements (70 FR 74087, December 14, 2005). The City is committed to creating and maintaining a public transportation system that is free of all forms of discrimination. The City will take necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

TITLE VI REQUIREMENTS

1. **Requirement to Notify Beneficiaries of Protection under Title VI.** In order to comply with 49 CFR, Section 21.9(d), the City shall provide information to the public regarding the City's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

The City of Madera informs members of the public of their Title VI protection rights by several means, including posting of a Title VI Notice to the Public and providing bilingual complaint procedures, as shown in Exhibits A and B. The City also provides a bilingual complaint form and posts a Title VI bilingual notice for public viewing at the Intermodal Center, as shown in Exhibit C). A list of locations where notices are posted is reflected in Exhibit A.

2. **Requirement to Develop Title VI Complaint Procedures and Complaint Form.** The City is required to develop procedures for investigating and tracking Title VI complaints filed against the City and to make these procedures for filing a complaint available to the general public.

City of Madera Title VI Complaint Procedures

- Submission of Complaint: *If a customer believes he/she has received discriminatory treatment by the City of Madera transit system on the basis of race, color or national origin, the customer will have the right to file a complaint with the Transit Title VI Compliance Coordinator. The complaint must be filed no later than sixty (60) calendar days of the alleged discriminatory incident. Title VI complaint procedures included in Exhibit B are in both English and Spanish.*
- Investigation of Complaints
Upon receipt of the complaint, the Compliance Coordinator will begin an investigation. The investigation may include discussion(s) of the complaint with all affected parties to determine the problem. Based upon the information received, the Compliance Coordinator will prepare an investigation report for submittal to the Transit Program Manager and Grants Administrator. The complainant will receive a letter from the Grants Administrator stating the final decision within forty-five (45) calendar days of receipt of the complaint.

If more time is needed to review the complaint, the Compliance Coordinator will notify the complainant of the estimated time-frame for completing the review. Upon completion of the review, the Grants Administrator shall make a recommendation regarding the merit of the complaint, whether remedial actions are available to provide redress, and whether improvements to the City's Title VI process are needed.
- Request for Reconsideration
The complainant shall be notified of his/her right to appeal the decision. If the complainant disagrees with the Grant Administrator's finding, the complainant may request reconsideration by submitting a written request to the Grants Administrator within ten (10) calendar days after receipt of the Grant Administrator's response. The complainant shall provide a detailed description of items not fully understood. The Grants Administrator will notify the complainant of his/her decision either to accept or reject the request for reconsideration within ten (10) calendar days. When the Grant Administrator agrees to reconsider the matter, the complaint shall be returned to the Compliance Coordinator for re-evaluation in accordance with the "Investigation of Complaint" procedures described above.
- Appeal Process
If the request for reconsideration is denied, the complainant may appeal the Grant Administrator's response to the complaint by submitting a written request to the Compliance Coordinator. The appeal request will be forwarded to the Grants Administrator and City attorney for final determination.
- Submission of Complaint to the Department of Transportation
If the complainant is dissatisfied with the City's resolution of the complaint, he or she may submit a complaint to the Department of Transportation for investigation. In accordance with Chapter 9, Complaints, of FTA Circular 4702.1B, such a complaint must be filed within 180 calendar days after the date of the alleged discrimination. Chapter 9 of FTA Circular 4702.1B, which outlines the complaint process to the Department of

Transportation, may be obtained by requesting a copy from the City's Compliance Coordinator at (559) 661-3692.

3. **Requirement to Record and Report Transit-Related Title VI Investigations, Complaints, and Lawsuits.** The City is required to prepare and maintain a list of investigations, complaints, or lawsuits that pertain to allegations of discrimination on the basis of race, color, and/or national origin in transit-related activities and programs and that pertain to the entity submitting the report, not necessarily the larger agency or department of which the entity is a part.

The City of Madera Title VI Transit Compliance Coordinator will maintain a list of Title VI investigations, complaints, and lawsuits utilizing the form shown in Exhibit D, including a comprehensive summary and description of actions taken by the City, as required by the Title VI regulations. The list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegations(s); the status of the investigation; lawsuit, or complaint; and actions taken by the City in response, or final findings related to the investigation, lawsuit, or complaint. The list shall be included in the City's Title VI submittal to FTA every three years.

4. **Promoting Inclusive Public Participation and Language Assistance Plan.** The City is required to develop a public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Program submission. The City also must have a language assistance plan for providing language assistance to persons with limited English proficiency (LEP).

The City's Public Participation Plan is reflected in the "City of Madera Transit Services title VI Limited English Proficiency (LEP) Plan" (August 2012) under "Outreach Techniques." The City's public participation activities, public meetings, and participation in community activities are described in the LEP Plan. City transit staff also participates in the development and updates to the Madera County Transportation Commission (MCTC) "Public Participation Plan" and coordinates and integrates its outreach efforts with the MCTC as needed.

The City's Language Assistance Plan is reflected in the City's LEP Plan and includes language assistance measures. The City's approach includes a number of options available to LEP persons, including both oral and written language services. Specific details are included in the City's LEP Plan in Exhibit E.

5. **Requirement to Provide Meaningful Access to LEP Persons.** Title VI and its implementing regulations require that FTA recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP.

The City of Madera web site posts MAX and Dial-A-Ride schedules. The City's web site provides material in both English and Spanish. The City also provides easy access to bilingual (English and Spanish) administrative staff and drivers at the City's Downtown Intermodal Center during operating hours to answer questions during their regular shift schedules for those LEP passengers who use the City's bus system.

The City conducts Transit Advisory Board (TAB) meetings that are open to the general public. The TAB is composed of diverse public citizens of the community and takes public testimony prior to initiation of each meeting. The City also collaborates with the Madera County Transportation Commission (MCTC), the Metropolitan Planning Organization (MPO), in its Unmet Transit Needs process. The Unmet Transit Needs hearings are accessible to the general public, offer bilingual translation, and are consistent with MCTC's comprehensive Public Participation Plan and process that ensures meaningful access to LEP throughout the Madera County region.

6. **Minority Representation on Planning and Advisory Bodies.** The City must describe efforts to encourage participation of minorities on committees, councils, or other bodies. City must provide a table of transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, the membership of which is selected by the City, and must indicate the racial breakdown of the membership of such committees or councils.

Exhibit F reflects the City's membership of non-elected committees (by race).

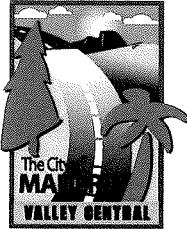
7. **Requirement to Provide Additional Information upon Request.** At the discretion of the FTA, information other than that required by the referenced circular, may be requested in writing from a recipient in order to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI requirements.

The City of Madera Transit Program Manager and Title VI Transit Compliance Coordinator will be available to provide additional information, as needed, and to respond to any verbal or written complaint.

8. **Requirement to Develop System-Wide Standards and Policies.** FTA requires all fixed-route transit providers to develop quantitative service standards and policies for their fixed-route service. Individual public transportation providers may set standards that best reflect their local environment.

The City has developed service standards and policies for its fixed-route system, Madera Area Express, consistent with Title VI requirements. The standards are included in Exhibit G and include (a) vehicle load; (b) vehicle headways; (c) on-time performance; and (d) service availability.

**EXHIBIT A
NOTICE TO THE PUBLIC AND LIST OF LOCATIONS**



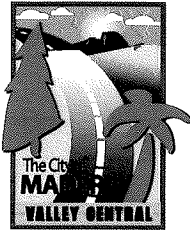
**CITY OF MADERA
MAX and Dial-A-Ride
Title VI Notice & Complaint Process**

The City of Madera is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964. Any person who believes that he or she has been subjected to discrimination under Title VI on the basis of race, color or national origin may file a Title VI complaint with the City within 60 calendar days from the date of the alleged discrimination.

Complaints may be filed with the City in writing and may be addressed to:

Ms. Ivette Iraheta
Grants Administrator
City of Madera
205 West Fourth Street
Madera, CA 93637

A copy of the Title VI Complaint Form (in English or Spanish) and additional information may be obtained from the City's web site at "www.cityofmadera.org" (under "Departments – Administrative Services – Housing, CDBG & Transit") or by calling 559-661-3689. The City will provide appropriate assistance to complainants who are limited in their ability to communicate in English.



**CIUDAD DE MADERA
MAX y Dial-A-Ride
Título VI Noticia y Proceso de Quejas**

La Ciudad de Madera, se compromete a garantizar que ninguna persona sea excluida de participar o denegar los beneficios de servicios basado por raza, color, linaje u origen nacional, según lo dispuesto en el Título VI de la Ley de Derechos Civiles de 1964. Cualquier persona que cree que él o ella ha sido objeto de discriminación en virtud del Título VI basado por raza, color u origen nacional puede presentar una queja del Título VI con la Ciudad dentro de 60 días del calendario a partir de la fecha de la supuesta discriminación.

Las quejas pueden ser presentadas en la Ciudad por escrito y pueden ser dirigidas a:

La Sra. Ivette Iraheta
Administradora de Becas
Ciudad de Madera
205 West Fourth Street
Madera, CA 93637

Una copia del Título VI Formulario de Queja (en Inglés o Español) y la información adicional se puede obtener desde el sitio web de la Ciudad en "www.cityofmadera.org" (en "Departamentos - Servicios administrativos - Vivienda, CDBG y Tránsito") o llamando al 559-661-3689. La Ciudad proveerá asistencia apropiada para los denunciantes que sean limitados en su capacidad de comunicarse en inglés.

**CITY OF MADERA
TITLE VI
LIST OF LOCATIONS**

The following is a list of locations where transit-related bilingual Title VI Public Notices are posted:

Intermodal Transit Facility
City of Madera
Transit Administrations Office
123 North 'E' Street
Madera, CA 93637
www.cityofmadera.org

**EXHIBIT B
CITY OF MADERA
MAX and Dial-A-Ride
Title VI Complaint Process**

The City of Madera is committed to a policy of non-discrimination in the conduct of its business, including its Title VI responsibilities, and to the delivery of equitable and accessible transportation services. Any person who believes that he or she has been subjected to discrimination under Title VI on the basis of race, color or national origin may file a Title VI complaint with the City within 60 days from the date of the alleged discrimination.

Complaints may be filed with the City in writing and may be addressed to:

*Ms. Ivette Iraheta
Grants Administrator
City of Madera
205 West Fourth Street
Madera, CA 93637*

Download a copy of the Title VI Complaint Form in the following languages:

(INSERT ENGLISH PDF)

(INSERT SPANISH PDF)

A copy of the Title VI Complaint Form may also be obtained by calling 559-661-3689. The City will provide appropriate assistance to complainants who are limited in their ability to communicate in English.

Title VI Transit Complaint Process

Once a complaint is received, it will be assigned to an investigator. In instances where additional information is needed, the investigator will contact the complainant by phone or in writing. Failure of the complainant to provide the requested information by a certain date may result in the administrative closure of the complaint or a delay in complaint resolution.

Based upon receipt of all the information required, the City will investigate a Title VI complaint within 45 days of receipt but will notify complainant if additional time is required. Receipt of additional relevant information and/or simultaneous filing of a complaint with the City and an external entity may expand the timing of the complaint resolution.

City of Madera Title VI Policy Statement

The City of Madera is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. The City's objectives are to:

- Ensure that the level and quality of transportation service is provided without regard to race, color or national origin.

- Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations.
- Promote the full and fair participation of all affected populations in transportation decision making.
- Prevent the denial, reduction or delay in benefits related to programs and activities that benefit minority populations or low-income populations.
- Ensure meaningful access to programs and activities by persons with limited English proficiency (LEP).

For additional information on the City's non-discrimination obligations, please contact:

*Ms. Ivette Iraheta
Grants Administrator
City of Madera
205 West Fourth Street
Madera, CA 93637
Phone: 559-661-3689*

**EXHIBIT C
CITY OF MADERA
MADERA AREA EXPRESS AND DIAL-A-RIDE
Title VI Complaint Form**

The City of Madera is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended.

The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact the Title VI Compliance Coordinator at (559) 661-3689. The completed form must be returned to City of Madera, Title VI Compliance Coordinator, Grants Department, 205 West Fourth Street, Madera, CA 93637.

Name: _____

Street Address: _____

Phone: _____ Alternative Phone: _____

Date of Incident: _____ Time of Incident: _____

Which of the following best describes the reason for the alleged discrimination? (Check one)

_____ Race

_____ Color

_____ National Origin (Limited English Proficiency)

Please describe the alleged discrimination incident. Explain what happened, whom you believe was responsible, and other specific relevant information. Please use the next page of this form if additional space is required.

(Complete next page of form)

**CIUDAD DE MADERA
MADERA AREA EXPRESS Y DIAL-A-RIDE
Formulario de Quejas Titulo VI**

La Ciudad de Madera centra sus esfuerzos en garantizar que nadie sea excluido de la participación en sus servicios ni que nieguen los beneficios de estos, con base en raza, color u origen nacional, en conformidad con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 y enmiendas.

La siguiente información es necesaria para ayudarnos en el procesamiento de su queja. Si requiere ayuda para llenar este formulario, por favor de dirigirse al Título VI Coordinador de Cumplimiento, al teléfono (559) 661-3689. El formulario completo debe devolverse al Coordinador de Cumplimiento Titulo VI, Departamento de Becas (Grants Department), 205 West Fourth Street, Madera, CA 93637.

Nombre: _____

Dirección: _____

Teléfono: _____ Segundo Teléfono: _____

Fecha del incidente: _____ Hora del incidente: _____

¿Cuál de los siguientes describe mejor la razón por la supuesta discriminación? (Marque Uno)

- _____ Raza
- _____ Color
- _____ Origen nacional

Por favor, describa el supuesto incidente de discriminación. Explique lo sucedido; quien considera que fue responsable; y otra información específica pertinente. (Por favor, use el reverso de este formulario si requiere espacio adicional.)

**CIUDAD DE MADERA
MADERA AREA EXPRESS Y DIAL-A-RIDE
Formulario de Quejas Titulo VI**

¿Ha presentado alguna queja ante otra agencia federal, estatal o local con respecto a este incidente? (Marque Uno)

_____ Si _____ No

Si la respuesta es afirmativa, por favor, a continuación enumere la agencia o agencias y la información de contacto:

Agencia: _____

Dirección: _____

Teléfono: _____

Nombre de contacto: _____

Agencia:

Dirección: _____

Teléfono: _____

Nombre de contacto: _____

Confirmo que he leído el cargo que se indica arriba y que es verdadero hasta donde tengo conocimiento.

Fecha

Firma del declarante

Imprima o escriba el nombre del declarante

Fecha de recepción: _____

Recibido por: _____

**EXHIBIT D
CITY OF MADERA
LIST OF TRANSIT-RELATED TITLE VI
INVESTIGATIONS, COMPLAINTS AND LAWSUITS**

| Action | Date (Month, Day, Year) | Summary (basis of complaint: race, color, or national origin) | Status | Action(s) Taken |
|---------------------------------|------------------------------------|--|---------------|------------------------|
| Investigations (None) | | | | |
| Lawsuits (None) | | | | |
| Complaints (None) | | | | |

**EXHIBIT E
CITY OF MADERA
TITLE VI LIMITED ENGLISH PROFICIENCY (LEP) PLAN
(Including Public Participation Plan and Language Assistance Plan)**

**City of Madera Transit Services
Limited English Proficiency (LEP) Plan
August 2012**

Introduction

This Limited English Proficiency (LEP) Plan has been prepared to address the City of Madera Grants and Transit Division's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, Federal Transit Administration Circular 4702.1A dated May 13, 2007, which state that no person shall be subjected to discrimination on the basis of race, color, or national origin. Executive Order 13166, titled Improving Access to services for Persons with Limited English Proficiency, indicated that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all State and local agencies which receive federal funds.

Background

The City of Madera Grants and Transit Division administers the Madera Area Express (MAX) and Dial-A-Ride transit services that are operated by a contract service provider. The current transit service provider is First Transit, Incorporated. The Madera City Council is the policymaking body for the system. A Transit Advisory Board (TAB) composed of residents appointed by the City Council, acts as a study and steering committee. The City of Madera transit services consist of a fixed route service, Madera Area Express (MAX), and a Dial-a-Ride service (DAR). The City of Madera Grants and Transit Division has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided by MAX and Dial-A-Ride. As defined by Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, and how to notify LEP persons that assistance is available. In order to prepare this plan, City of Madera transit staff undertook the U.S. Department of Transportation (U.S. DOT four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter the City of Madera transit programs, activities, or services.
2. The frequency with which LEP persons come in contact with City of Madera transit services programs, activities, or services.
3. The nature and importance of programs, activities, or services provided by the City of Madera transit services to the LEP population.
4. Resources available to the City of Madera Grants and Transit Division and overall cost to provide LEP assistance.

A summary of the results of the City of Madera transit services' four-factor analysis is in the following section.

Four-Factor Analysis

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter City of Madera transit programs, activities, or services.

City of Madera transit services staff reviewed the 2010 U.S. Census and determined that, out of a population of City of Madera 61,416 residents, 48,924 (79.6%) of City of Madera residents speak a language other than English. In the City of Madera 16,398 residents (26.7%) have limited English proficiency; that is, they speak English "not well" or "not at all". In the City of Madera, of those persons with limited English proficiency, the majority speak Spanish. The City's most current demographic analysis shows that the number or proportion of LEP served or encountered in the eligible service area is as follows:

Census Tracts

| Description | 5.02 | 6.01 | 6.02 | 8.0 | 9.0 |
|------------------|-------|-------|-------|-------|-------|
| Total Population | 7,510 | 8,384 | 4,579 | 6,763 | 7,197 |
| Hispanic/Latino | 5,055 | 6,723 | 3,785 | 5,033 | 6,406 |
| Percentage | 67% | 80% | 83% | 7% | 89% |

2. The frequency with which LEP come in contact with City of Madera transit services programs, activities, or services.

All transit services are provided in one or more of the above-referenced census tracts. A high percentage of Hispanic/Latino individuals therefore come into contact with the program. On-board ridership surveys conducted by the City reflect that 50 percent of riders utilize MAX or Dial-A-Ride services three to five days per week; 22 percent one to two days per week; and 14 percent six to seven days per week.

3. The nature and importance of programs, activities, or services provided by City of Madera transit services to the LEP population.

The largest geographic concentration of LEP individuals in the City of Madera transit services area is Spanish-speaking. On-board ridership surveys conducted by the City indicate that 49 percent are captive transit riders, and 17 percent could have made their trip by another means as a passenger. The key trip purposes indicated for trips were 55 percent for shopping; 46

percent for medical/dental; 33 percent for school; 14 percent for work; and 14 percent for other purposes.

4. The resources available to City of Madera Transit Division and overall cost to provide LEP assistance.

City of Madera transit staff has access to a variety of resources that can help in outreaching and providing LEP assistance at low or no cost. Community-based resources include:

- City of Madera Transit Advisory Board
- City of Madera Citizens Participation Committee
- City of Madera Senior Centers
- City of Madera Intermodal Center
- Madera County Transportation Commission (MCTC) Social Services Transportation Advisory Committee (SSTAC)
- MCTC Board Unmet Transit Needs Process
- MCTC Public Participation Committee
- Madera County Social Services Department
- Community Action Partnership of Madera County
- Camarena Health Center
- Translation Services

The above community resources will be used on a regular basis to assist in identifying needs of the City's LEP population. They will also serve as a means to widely disseminate bilingual transit service information and announcements and to notify the LEP population of planned workshops and outreach efforts.

Based on the four-factor analysis, the City of Madera will develop its LEP Plan as outlined in the following section.

Identification of LEP Population

The Transit Division has developed several possible ways to assist in identifying LEP populations within the City, including:

1. Examine records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
2. Have a staff person greet participants as they arrive to City of Madera transit-sponsored events. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English.

3. At City of Madera transit meetings and events, develop identification cards that indicate primary language spoken, as appropriate. This will assist the City in identifying language assistance needs for future events and meetings.
4. Survey vehicle operators and other front-line staff, like dispatchers, dial-a-ride schedulers, and service development planners on their experience concerning any contacts with LEP persons.
5. Network with local human services organizations (such as Social Services and Public Health) to assist in identifying LEP groups and individuals most in need of LEP assistance and to further facilitate dissemination of information about Madera's transit services.

Language Assistance Measures

There are plans for a number of language assistance options available to LEP persons, including both oral and written language services. There are also various ways in which City of Madera transit staff can respond to LEP persons, whether in person, by telephone, or in writing.

- Provide a bilingual Community Outreach Coordinator at community events, public hearings, and Transit Advisory Board (TAB) meetings.
- Placement of statements in notices and publications that interpreter services are available for these meetings.
- Survey bus drivers and other front-line staff, like dispatchers, Dial-A-Ride schedulers, and service development planners on their experience concerning any contacts with LEP persons during the previous year.
- Post the City of Madera Transit Services Title VI Policy and LEP plan on the City of Madera website, www.cityofmadera.com.
- When an interpreter is needed, for a language other than Spanish, in person or on the telephone, staff will attempt to access language assistance services from a professional translation service or qualified community volunteers.

Outreach Techniques

When staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population. Interpreters will be available as needed. The City currently uses a variety of outreach approaches, as described below.

Public Outreach Activities

The City of Madera web site posts MAX and Dial-A-Ride schedules. The City's web site provides material in both English and Spanish. The City also provides easy access to bilingual (English and Spanish) administrative staff and drivers at the City's Downtown Intermodal Center during operating hours to answer questions during their regular shift schedules for those LEP passengers who use the City's bus system.

City of Madera - MAX and Dial-A-Ride Title VI Program

The City reaches out to the community directly through meetings with agency and community staff and their clients, as needed. Information regarding the City's transit services is disseminated at these meetings, including schedules and appropriate fliers. Schedules also are made available at a variety of locations throughout the community and on the MAX and Dial-A-Ride systems.

Public Meetings

The City conducts Transit Advisory Board (TAB) meetings that are open to the general public. The TAB is composed of diverse public citizens of the community and takes to public testimony prior to initiation of each meeting.

The City also collaborates with the Madera County Transportation Commission (MCTC), the Metropolitan Planning Organization (MPO), in its Unmet Transit Needs process. The Unmet Transit Needs hearings are accessible to the general public, offer bilingual translation, and are consistent with MCTC's comprehensive Public Participation Plan and process that ensures meaningful access to LEP throughout the Madera County region. The MCTC public hearing is accessible by MAX fixed-route services or on Dial-A-Ride.

City transit staff also participates in the development of the MCTC "Public Participation Plan." A series of meetings are conducted with participants from throughout the community.

Recommendations to maximize community involvement are reflected in this plan and adopted by the MCTC Board.

Participation in Community Activities

The City engages in community activities that promote its transit services. These activities include the annual Downtown Madera Christmas Parade and functions sponsored by the City's Americans with Disabilities Committee where a broad cross-section of the community can access available transit information, including schedules, brochures and fliers.

Assurances

The City of Madera transit services will ensure that no person, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination. Further, the City will notify the public of protections against discrimination afforded them by Title VI Regulations and will take preventive corrective and disciplinary action necessary to stem behavior that violates the rights and privileges the regulations are designed to protect. The City will post information on its web site and ensure that it reflects up to date information consistent with the requirements of 49 CFR Section 21.9(d).

Monitoring and Updating the LEP Plan

Madera will update the LEP as required by U.S. DOT. At a minimum, the plan will be reviewed and updated when more LEP data from the 2010 U.S. Census is available, or when it is clear that higher concentrations of LEP individuals are present in the City of Madera transit services area. Updates will include the following:

- Documentation of LEP personal contacts.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determination as to whether the need for translation services has changed.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether City of Madera transit financial resources are sufficient to fund language assistance resources needed.
- Determine whether City of Madera has fully complied with the goals of this LEP Plan.
- Determine whether complaints have been received concerning Madera transit services' failure to meet the needs of LEP individuals.

Availability of Title VI Plans and Procedures

The City of Madera LEP Plan and the Title VI Procedures are included in the City of Madera's website at www.cityofmadera.com. Any person or agency with internet access will be able to access and download the plan from the City of Madera website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the translated plan which the City of Madera will provide, if feasible. Questions or comments regarding the LEP Plan may be submitted to the City of Madera Grant/Transit Division, Title VI Administrator or Transit Planner:

City of Madera
Grants & Transit Division
205 W. Fourth Street
Madera, CA 93637

Phone: (559) 661-3692
Fax: (559) 674-2972
Email: iiraheta@cityofmadera.com

**EXHIBIT F
CITY OF MADERA TITLE VI
MEMBERSHIP OF
NON-ELECTED COMMITTEES AND COUNCILS**

| Body | Hispanic | Caucasian | African American | Asian American | Native American | Other |
|------------------------------|-----------------|------------------|-------------------------|-----------------------|------------------------|--------------|
| Population | 76.7% | 16.9% | 2.7% | 2.0% | 0.5% | 1.2% |
| Transit Advisory Board (TAB) | 50.0% | 33.3% | 16.6% | 0% | 0% | 0% |

**EXHIBIT G
CITY OF MADERA
SYSTEM-WIDE SERVICE STANDARDS
MAX FIXED-ROUTE SYSTEM**

Background

FTA requires all fixed-route transit providers of public transportation to develop quantitative standards for the following indicators. Individual public transportation providers may establish their own standards.

Definitions

- Vehicle load for each mode: Generally expressed as the ratio of passengers to the number of seats on a vehicle, relative to the vehicle's maximum load point. (For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees. Transit providers can specify vehicle loads for peak versus off-peak times, and for different modes of transit.)
- Vehicle headways for each mode: The amount of time between two vehicles traveling in the same direction on a given line or combination of lines.
- On-time performance for each mode: A measure of runs completed as schedules.
- Service availability for each mode: A general measure of the distribution of routes within an agency's service area.

Vehicle Load Standards

Vehicle load thresholds will be used to measure service effectiveness or to determine remediation. The average of all loads during peak operating period should not exceed 1.25 (25% standees) and 1.0 (0% standees) during off-peak periods on the fixed-route system.

| Vehicle Load Standard | Vehicle Load Standard | Standees |
|-----------------------|-----------------------|----------|
| Peak Period | 1.25 | 25% |
| Off-Peak Period | 1.0 | 0% |

Vehicle Headway Standards

Vehicle headway is the time interval between vehicles on a route that allows passengers to gauge how long they will have to wait for the next vehicle. Similar to vehicle load, vehicle headway varies by mode and time of day. Vehicle headway will be determined by ridership and available resources to operate service.

Scheduling involves the consideration of a number of factors, including ridership, productivity, transit/pedestrian-friendly streets, density of transit-dependent population and activities, relationship to the Regional Transportation Plan, relationship to major transportation developments, land use connectivity, and transportation demand management.

On-Time Performance Standards

A vehicle is considered on time if it departs a scheduled timepoint no more than one minute early and no more than five minutes late. The City of Madera's on-time performance objective is 90% or greater. The City of Madera continuously monitors on-time performance and system results are published and posted as part of monthly performance reports covering all aspects of operations.

Service Availability Standards

The City of Madera's service availability standards will strive to ensure that 90% of residents in the service area are within one-half mile of bus service. Like vehicle headways, the ability to provide increased service levels will be determined by ridership and available resources to operate service.

**EXHIBIT H
CITY OF MADERA
SYSTEM-WIDE SERVICE POLICIES
MAX FIXED-ROUTE SYSTEM**

Background

FTA requires that all providers of fixed-route public transportation develop qualitative policies for the following procedures:

- Vehicle Assignment
- Transit Amenities

Policies

Vehicle Assignment Policy

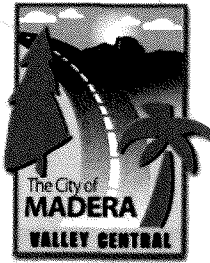
A vehicle(s) will be assigned to each of the MAX fixed-routes such that the average age of the fleet serving each route does not exceed over three years beyond the FTA useful life standard of the assigned vehicle type.

All vehicles will be equipped with air conditioning.

The capacity of vehicles will be matched to the operating characteristics of the route.

Transit Amenities Policy

Installation of transit amenities along bus routes will be based on the number of passenger boardings at stops along those routes.



REPORT TO CITY COUNCIL

Approved By:

Department Director

Council Meeting of May 18, 2016

Agenda Item Number C-1

City Administrator

SUBJECT: PUBLIC HEARING AND INTRODUCTION OF ORDINANCE NO. ___ C.S. AMENDING SUBSECTION B OF SECTION 3-5.08 OF CHAPTER 5 OF TITLE III OF THE MADERA MUNICIPAL CODE IN COMPLIANCE WITH CONDUCTING SPEED SURVEYS ON CITY STREETS

RECOMMENDATION:

That the City Council hold the public hearing and approve the introduction of Ordinance No. ___ C.S. Amending Subsection B of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code in Compliance with Conducting Speed Surveys on City Streets.

SUMMARY:

The requirement to perform Engineering and Traffic Surveys (E & TS) for speed limits is based on the California Vehicle Code. The vehicle code indicates that local governments should conduct engineering studies once every five (5) years in compliance with Section 40802a of the California Vehicle Code. This is to determine whether any of the roadways have undergone significant changes since the last review. The current Engineering and Traffic Survey was done at each of the street locations listed in the new ordinance. The new survey also determined whether speed limits previously set should be modified.

According to the Manual on Uniform Traffic Control Devices (California MUTCD 2014 Edition) a safe and reasonable speed limit is set at or below the speed at which 85% of the normal traffic is traveling. The speed limit shall be set at or increased to the nearest 5 mph increment of the 85th percentile as determined for each street. However, the speed limit may be reduced by a 5 mph increment of 85th percentile speed, if the engineering study indicates the need for a reduction in speed is necessary to match existing conditions. If the 5 mph reduction is applied, the E & TS shall document in writing the conditions and justification for the reduced speed limit and be approved by a registered Civil Engineer.

Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code establishes speed limits for certain street segments in the City of Madera. Speed surveys must be performed with the use of radar or other approved electronic devices.

BACKGROUND:

The Engineering Department conducted speed surveys on fifty-two (52) street segments. The Speed Survey was conducted reading the speed directly from a Radar Speed Meter. One Hundred (100) automobiles were considered taking fifty (50) from each direction.

Engineering

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

www.madera-ca.gov

The representative conducting the survey was using an unmarked car and selected a section of the road that is straight, no traffic signal, sign or intersection with major cross streets. It was taken during off-peak hours on weekdays, good weather and with no unusual conditions prevailing.

DISCUSSION:

The City has completed traffic surveys for fifty-two (52) street segments including minor collector and arterial streets. The speed limit is required to be set at the nearest five mph increment of the 85th percentile speed. However, other factors such as accident history within each street segment that are speed related may be considered where warranted.

In addition to the availability of the above statistical data, a significant aspect of speed limit recommendations is based on a field review. Its importance is that existing conditions may warrant a lower speed than is actually indicated by the application of survey data.

In order to use radar for enforcement, the engineering traffic survey must justify the posted speed. Below are the actual results for the fifty-two (52) streets surveyed:

| Item No. | LOCATION | Current Speed | 85th %ile | Change in Speed | Length of Segment in Miles |
|----------|--|---------------|-----------|-----------------|----------------------------|
| 1 | Adell Street from Country Club Drive to "D" Street | 40 | 41 | 0 | 0.60 |
| 2 | Almond Avenue from Pine Street to Granada Drive | 45 | 44 | 0 | 1.00 |
| 3 | Almond Avenue from Golden Ste Hwy to Madera Avenue | 40 | 43 | 0 | 0.61 |
| 4 | Almond Avenue from Madera Avenue to Stadium Road | 40 | 42 | 0 | 0.50 |
| 5 | Cleveland Avenue from Gateway Drive to Tulare Street | 40 | 41 | 0 | 1.30 |
| 6 | Cleveland Avenue from Granada Drive to Schnoor Avenue | 40 | 40 | 0 | 0.42 |
| 7 | Cleveland Avenue from Granada Drive to West City Limits | 45 | 46 | 0 | 0.60 |
| 8 | Cleveland Avenue from Schnoor Avenue to Freeway 99 | 40 | 41 | 0 | 0.50 |
| 9 | Cleveland Avenue from Tulare Street to Tozer Road | 40 | 41 | 0 | 0.50 |
| 10 | Clinton Avenue from Lilly Street to Tozer Road | 35 | 36 | 0 | 0.58 |
| 11 | Country Club Drive from Cleveland Avenue to Clark Street | 40 | 42 | 0 | 0.33 |
| 12 | D Street from Central Avenue to Yosemite Avenue | 35 | 36 | 0 | 0.42 |
| 13 | D Street from Cleveland Avenue to Adell Street | 40 | 42 | 0 | 0.57 |
| 14 | D Street from Ninth Street to Olive Avenue | 35 | 38 | 0 | 0.52 |
| 15 | Ellis Street from Lake Street to Chapin Avenue | 40 | 42 | 0 | 0.81 |
| 16 | Fourth Street from I Street to Pine Street | 35 | 36 | 0 | 0.62 |
| 17 | Fourth Street from D Street to Lake Street | 35 | 35 | 0 | 0.31 |
| 18 | Gateway Drive from Cleveland Avenue to Avenue 16 | 50 | 51 | 0 | 0.60 |
| 19 | Gateway Drive from Fresno River to Cleveland Avenue | 40 | 42 | 0 | 0.53 |
| 20 | Gateway Drive from Ninth Avenue to Olive Avenue | 35 | 37 | 0 | 0.37 |
| 21 | Granada Drive from Cleveland Avenue to Fresno River | 45 | 47 | 0 | 0.39 |
| 22 | Granada Drive from Howard Road to Sunset Avenue | 40 | 37 | 0 | 0.51 |
| 23 | Granada Drive from Howard Road to South City Limits | 50 | 48 | 0 | 1.00 |
| 24 | Granada Drive from Sunset Avenue to Riverview Drive | 35 | 36 | 0 | 0.51 |
| 25 | Howard Road from Autumn Road to Pine Street | 40 | 42 | 0 | 1.23 |
| 26 | I Street from 4th Street to Olive Avenue | 35 | 37 | 0 | 0.72 |

| Item No. | LOCATION | Current Speed | 85th %ile | Change in Speed | Length of Segment in Miles |
|----------|---|---------------|-----------|-----------------|----------------------------|
| 27 | I Street from 4th Street to Central Avenue | 35 | 36 | 0 | 0.53 |
| 28 | Industrial Avenue from Granada Drive to Schnoor Avenue | 40 | 41 | 0 | 0.5 |
| 29 | Kennedy Street from Lake Street to Tulare Avenue | 35 | 38 | 0 | 0.26 |
| 30 | Kennedy Street from Tulare Street to City Limits | 40 | 42 | 0 | 0.55 |
| 31 | Lake Street from Cleveland Avenue to Ellis Street | 40 | 38 | 0 | 0.85 |
| 32 | Lake Street from Clinton Ave. to Sunrise Avenue | 35 | 35 | 0 | 0.25 |
| 33 | Pecan Avenue from Raymond-Thomas Road to Golden State Blvd. | 40 | 41 | 0 | 0.55 |
| 34 | Pecan Avenue from Madera Avenue to Pine Street | 45 | 44 | 0 | 1 |
| 35 | Pecan Avenue from Schnoor Avenue to Pine Street | 45 | 45 | 0 | 0.5 |
| 36 | Pine Street from Howard Road to Pecan Street | 45 | 44 | 0 | 1 |
| 37 | Pine Street from Howard Road to Sunset Avenue | 30 | 32 | 0 | 0.33 |
| 38 | Schnoor Avenue from Dutra Way to Cleveland Avenue | 35 | 34 | 0 | 0.31 |
| 39 | Schnoor Avenue from Kennedy Street to Cleveland Avenue | 40 | 38 | 0 | 0.55 |
| 40 | Sherwood Way from Country Club Drive to Sonora Street | 40 | 38 | 0 | 0.42 |
| 41 | Sherwood Way from Sonora Street to Lake Street | 35 | 35 | 0 | 0.58 |
| 42 | Storey Road from Yosemite Avenue to City Limits | 50 | 47 | 0 | 0.45 |
| 43 | Sunrise Avenue from B Street to Lilly Street | 40 | 38 | 0 | 0.65 |
| 44 | Sunset Avenue from Fourth Street to Granada Drive | 40 | 39 | 0 | 1.43 |
| 45 | Sunset Avenue from Granada Drive to City Limits | 45 | 46 | 0 | 0.97 |
| 46 | Tozer Road from Avenue 15 to A Street | 50 | 50 | 0 | 0.75 |
| 47 | Tozer Road from Yosemite Avenue to Avenue 15 | 45 | 46 | 0 | 0.54 |
| 48 | Tozer Road from Olive Avenue to Knox Street | 45 | 46 | 0 | 0.79 |
| 49 | Vineyard Avenue from Clinton Avenue to Yosemite Avenue | 35 | 33 | 0 | 0.26 |
| 50 | Westberry Blvd. from Howard Road to Sunset Avenue | 45 | 43 | 0 | 0.86 |
| 51 | Westberry Blvd. from Sunset Avenue to Riverview Drive | 40 | 43 | -5 | 0.50 |
| 52 | Yosemite Avenue from Gateway Drive to Olive Avenue | 40 | 40 | 0 | 0.83 |

FISCAL IMPACT:

There is no direct impact to the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The speed limits are integral in creating a good traffic flow which minimizes traffic accidents. Safe, clean and attractive streets accommodate traffic, providing easy access to all parts of the City.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION B OF SECTION 3-5.08 OF CHAPTER 5 OF TITLE III OF THE MADERA MUNICIPAL CODE IN COMPLIANCE WITH CONDUCTING SPEED SURVEYS ON CITY STREETS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. Subsection (B) of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code is hereby deleted in its entirety and replaced as follows:

(B) Section 16. It is determined upon the basis of an engineering and traffic investigation that the speed permitted by state law upon the following streets is less than is necessary for the safe operation of vehicles thereon by reason of the designation and sign-posting of such streets as through highways and/or by reason of widely-spaced intersections, and it is declared that the prima facie limit shall be as set forth in this section on those streets, or parts of streets, designated in this section when signs are erected giving notice thereof:

| Item No. | LOCATION | Declared Prima Facie Speed Limit (MPH) |
|----------|--|--|
| 1 | Adell Street from Country Club to "D" Street | 40 |
| 2 | Almond Avenue from Pine Street to Granada Drive | 45 |
| 3 | Almond Avenue from Golden State Hwy to Madera Avenue | 40 |
| 4 | Almond Avenue from Madera Avenue to Stadium Road | 40 |
| 5 | Cleveland Avenue from Gateway Drive to Tulare Street | 40 |
| 6 | Cleveland Avenue from Granada Drive to Schnoor Avenue | 40 |
| 7 | Cleveland Avenue from Granada Drive to W. City Limits | 45 |
| 8 | Cleveland Avenue from Schnoor Avenue to Freeway 99 | 40 |
| 9 | Cleveland Avenue from Tulare Street to Tozer Road | 40 |
| 10 | Clinton Avenue from Lilly Street to Tozer Road | 35 |
| 11 | Country Club Drive from Cleveland Avenue to Clark Street | 40 |
| 12 | D Street from Central Avenue to Yosemite Avenue | 35 |
| 13 | D Street from Cleveland Avenue to Adell Street | 40 |
| 14 | D Street from Ninth Street to Olive Avenue | 35 |
| 15 | Ellis Street from Lake Street to Chapin Avenue | 40 |
| 16 | Fourth Street from I Street to Pine Street | 35 |
| 17 | Fourth Street from D Street to Lake Street | 35 |
| 18 | Gateway Drive from Cleveland Avenue to Avenue 16 | 50 |
| 19 | Gateway Drive from Fresno River to Cleveland Avenue | 40 |
| 20 | Gateway Drive from Ninth Avenue to Olive Avenue | 35 |
| 21 | Granada Drive from Cleveland Avenue to Fresno River | 45 |
| 22 | Granada Drive from Howard Road to Sunset Avenue | 40 |
| 23 | Granada Drive from Howard Road to South City Limits | 50 |
| 24 | Granada Drive from Sunset Avenue to Riverview Drive | 35 |
| 25 | Howard Road from Autumn Road to Pine Street | 40 |
| 26 | I Street from 4th Street to Olive Avenue | 35 |
| 27 | I Street from 4th Street to Central Avenue | 35 |
| 28 | Industrial Avenue from Granada Drive to Schnoor Avenue | 40 |
| 29 | Kennedy Street from Lake Street to Tulare Avenue | 35 |
| 30 | Kennedy Street from Tulare Street to City Limits | 40 |

| Item No. | LOCATION | Declared Prima Facie Speed Limit (MPH) |
|----------|---|--|
| 31 | Lake Street from Cleveland Ave. to Ellis Street | 40 |
| 32 | Lake Street from Clinton Avenue to Sunrise Avenue | 35 |
| 33 | Pecan Avenue from Raymond-Thomas Road to Golden State Blvd. | 40 |
| 34 | Pecan Avenue from Madera Avenue to Pine Street | 45 |
| 35 | Pecan Avenue from Schnoor Avenue to Pine Street | 45 |
| 36 | Pine Street from Howard Road to Pecan Street | 45 |
| 37 | Pine Street from Howard Road to Sunset Avenue | 30 |
| 38 | Schnoor Avenue from Dutra Way to Cleveland Avenue | 35 |
| 39 | Schnoor Avenue from Kennedy Street to Cleveland Avenue | 40 |
| 40 | Sherwood Way from Country Club Drive to Sonora Street | 40 |
| 41 | Sherwood Way from Sonora Street to Lake Street | 35 |
| 42 | Storey Road from Yosemite Avenue to City Limits | 50 |
| 43 | Sunrise Avenue from B Street to Lilly Street | 40 |
| 44 | Sunset Avenue from Fourth Street to Granada Drive | 40 |
| 45 | Sunset Avenue from Granada Drive City Limits | 45 |
| 46 | Tozer Road from Avenue 15 to A Street | 50 |
| 47 | Tozer Road from Yosemite Avenue to Avenue 15 | 45 |
| 48 | Tozer Road from Olive Avenue to Knox Street | 45 |
| 49 | Vineyard Avenue from Clinton Avenue to Yosemite Avenue | 35 |
| 50 | Westberry Blvd. from Howard Road to Sunset Avenue | 45 |
| 51 | Westberry Blvd. from Sunset Avenue to Riverview Drive | 40 |
| 52 | Yosemite Avenue from Gateway Drive to Olive Avenue | 40 |

Section 2. If any section, subsection, clause or phase of this Ordinance is for any reason held to be unconstitutional or invalid for any reason, 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 any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsection, sentence, clause or phrase be declared unconstitutional or otherwise invalid.

Section 3. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage or when appropriate signs giving notice thereof are erected upon street and shall not thereafter be revised except upon the basis of an engineering and traffic survey, whichever occurs later.

.....

**CITY OF MADERA
REPORT TO THE CITY COUNCIL**

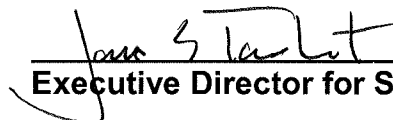
CITY COUNCIL MEETING OF: May 18, 2016

AGENDA ITEM NUMBER: C-2


APPROVED BY:



Neighborhood Preservation Specialist



Executive Director for Successor Agency



City Administrator

Subject: Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City Council of the City of Madera Authorizing the City Administrator or Designee to Abate Weed Nuisances Existing Within the City

Summary: Public Hearing on Weed Abatement and Adoption of Resolution Authorizing Abatement of Weed Nuisances

I. HISTORY/BACKGROUND

On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance and ordered the abatement of that nuisance as called for in Chapter 3-15 of the Madera Municipal Code.

II. SITUATION

The parcels of land listed on Exhibit "A" (attached) have been inspected and, at the time of inspection were found in violation of the Madera Municipal Code § 3-15.01. These weeds have the potential to become a fire hazard. The City of Madera Neighborhood Revitalization Department took proper steps to notify each property owner by mail of the proposed weed abatement action on respective properties. The City Clerk also posted notice of the hearing as required.

At this public hearing, property owners may appear and object to the proposed weed removal by the City of Madera. After the hearing and consideration of any objections, the Council may allow or overrule any or all objections.

III. LINKAGE TO VISION 2025

Strategy 134 – Visual Standards: Establish and enforce visual standards for neighborhoods and businesses in Madera including design review and code enforcement.

Strategy 137 – Code enforcement: promote sound redevelopment and code enforcement practices city-wide.

Action 201.3 – Enforce zoning and redevelopment codes and regulations.

IV. RECOMMENDATION

Staff recommends that Council hold a public hearing to hear and consider any objections to the proposed destruction and removal of weeds, and adopt the resolution ordering the abatement of weed nuisances in the City of Madera.

Attachment:

- Resolution
- Exhibit A

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO ABATE WEED
NUISANCES EXISTING WITHIN THE CITY OF MADERA**

WHEREAS, On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance; and

WHEREAS, the Ordinance ordered the abatement of that nuisance as called for in Chapter 3-15 of the Madera Municipal Code; and

WHEREAS, the parcels of land listed on Exhibit "A" attached hereto have been inspected; and

WHEREAS, at the time of inspection the parcels were found to be in violation of Madera Municipal Code § 3-15.01

WHEREAS, the properties are declared a public nuisance; and

WHEREAS, each property owner was notified by mail of the proposed weed abatement action on respective properties; and

WHEREAS, the City Clerk posted notice of the hearing as required by the Municipal Code; and

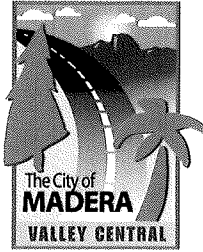
NOW THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The properties listed in Exhibit "A" have been declared a public nuisance.
3. The City Administrator or Designee shall take necessary steps to cause the abatement of the properties in Exhibit "A".
4. This resolution is effective immediately after adoption.

EXHIBIT A

| PARCEL | PARCEL | PARCEL | PARCEL | PARCEL |
|-------------|-------------|-------------|-------------|-------------|
| 011-292-089 | 008-062-002 | 008-131-018 | 008-131-041 | 008-132-031 |
| 011-292-088 | 008-052-022 | 008-131-019 | 008-131-042 | 008-132-032 |
| 011-292-087 | 003-240-019 | 008-131-020 | 008-131-043 | 008-132-033 |
| 011-292-086 | 003-112-004 | 008-131-021 | 008-131-044 | 008-132-034 |
| 011-292-085 | 005-320-023 | 008-131-022 | 008-131-045 | 008-132-035 |
| 011-292-080 | 005-320-024 | 008-131-023 | 008-131-050 | 008-132-036 |
| 011-292-079 | 008-131-001 | 008-131-024 | 008-131-051 | 008-132-037 |
| 011-292-050 | 008-131-002 | 008-131-025 | 008-131-052 | 008-132-038 |
| 011-292-049 | 008-131-003 | 008-131-026 | 008-131-053 | 008-132-039 |
| 011-292-048 | 008-131-004 | 008-131-027 | 008-131-054 | 008-132-040 |
| 011-291-042 | 008-131-005 | 008-131-028 | 008-131-055 | 008-132-041 |
| 011-291-036 | 008-131-006 | 008-131-029 | 008-131-056 | 008-132-042 |
| 011-272-013 | 008-131-007 | 008-131-030 | 008-131-057 | 008-132-043 |
| 011-272-012 | 008-131-008 | 008-131-031 | 008-131-021 | 008-132-044 |
| 011-272-002 | 008-131-009 | 008-131-032 | 008-132-022 | 008-132-045 |
| 011-233-015 | 008-131-010 | 008-131-033 | 008-132-023 | 008-132-046 |
| 011-233-007 | 008-131-011 | 008-131-034 | 008-132-024 | 008-132-047 |
| 011-213-022 | 008-131-012 | 008-131-035 | 008-132-025 | 008-132-050 |
| 011-202-019 | 008-131-013 | 008-131-036 | 008-132-026 | 009-430-044 |
| 011-202-018 | 008-131-014 | 008-131-037 | 008-132-027 | 009-460-004 |
| 011-202-017 | 008-131-015 | 008-131-038 | 008-132-028 | 010-123-008 |
| 011-202-016 | 008-131-016 | 008-131-039 | 008-132-029 | 006-580-040 |
| 011-131-016 | 008-131-017 | 008-131-040 | 008-132-030 | 006-390-011 |

REPORT TO THE CITY COUNCIL




COUNCIL MEETING OF:
May 18, 2016

AGENDA ITEM NUMBER:
C-3

Approved By:


COMMUNITY DEVELOPMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving the Madera Irrigation District and City of Madera Groundwater Sustainability Agency Memorandum of Understanding.

RECOMMENDATION:

Staff recommends that the Council adopt a resolution approving the Memorandum of Understanding with Madera Irrigation District addressing Groundwater Sustainability Agency collaboration.

SUMMARY:

The City and the Madera Irrigation District each intend to form a Groundwater Sustainability Agency (GSA) with boundaries consistent with each agency's respective organizational boundary. Though MID's boundary substantially overlaps the City limits, MID has agreed to exclude the incorporated area from its GSA. The City limits and MID boundaries are both subject to change over time. The proposed memorandum of understanding addresses how the City and the Madera Irrigation District (MID) will collaborate regarding boundary matters as well as future groundwater management activities that may be conducted by each GSA.

DISCUSSION:

In September of 2014, the Governor signed into law SB 1168, AB 1739, and SB 1319. Together, these three pieces of legislation impose new requirements on local agencies focusing on sustainable groundwater management. For the Madera Groundwater Sub-basin, the formation of Groundwater Sustainability Agencies (GSAs) is required by 2017, and the preparation of a Groundwater Sustainability Plan (GSPs) is required by 2020.

The State requirements provide flexibility regarding the structure of GSAs. The agencies that have jurisdiction within the Madera Groundwater Sub-basin decided to employ a structure whereby each agency would form a separate GSA, and then all the GSAs would work together on a single Plan. The boundaries of the separate GSAs are not permitted to have any overlap. This limitation is important to the City because the existing City limits overlap substantially with the existing boundaries of the Madera

Irrigation District (MID). MID has agreed to exclude the existing incorporated area from its GSA, though both the City limits and MID boundaries are subject to change over time. The proposed memorandum of understanding outlines the intent of both parties to establish GSAs consistent with existing boundaries (with the MID's boundaries excluding the city limits) and provides for the boundaries of the City's GSA to be adjusted over time to encompass new annexations. The MOU also states that the City and MID will collaborate and cooperate on groundwater management issues including those related to planning, funding, implementation, and public outreach.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

FINANCIAL IMPACT:

There is immediate financial impact associated with the proposed memorandum of understanding. The City provided an initial contribution of \$3,000 to the Madera Sub-basin GSA Formation Committee to help the initial efforts of GSA formation. Additional funding may be requested in the future, and operational funding demands of the future GSA are unknown at this point.

Resolution No. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE MADERA
IRRIGATION DISTRICT AND CITY OF MADERA GROUNDWATER SUSTAINABILITY AGENCY
MEMORANDUM OF UNDERSTANDING.

Whereas, in September of 2014, the Governor signed into law the Sustainable Water Management Act (SGMA), which imposes new requirements on local agencies focusing on sustainable groundwater management at the groundwater basin level; and

Whereas, the City of Madera is located within the Madera Groundwater Sub-basin, together with several other entities subject to SGMA, including the Madera Irrigation District; and

Whereas, within the Madera Groundwater Sub-basin, SGMA requires the formation of one or more Groundwater Sustainability Agencies (GSAs) by 2017, and the preparation of a Groundwater Sustainability Plan (GSP) by 2020; and

Whereas, the entities that have jurisdiction within the Madera Groundwater Sub-basin mutually identified a preferred GSA structure whereby each agency would form a separate GSA, and then all the GSAs would work together on a single Plan; and

Whereas, the City and Madera Irrigation District each intend to establish a GSA with boundaries consistent with their respective organization boundaries; and

Whereas, the boundaries of the separate GSAs are not permitted to have any overlap; and

Whereas, the existing City limits overlap substantially with the existing boundaries of the Madera Irrigation District (MID); and

Whereas, the City of Madera and Madera Irrigation District desire to enter into an agreement that provides for cooperation and collaboration as to boundary matters and groundwater management issues within their respective GSAs.

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 Madera Irrigation District and City Of Madera Groundwater Sustainability Agency Memorandum Of Understanding, a copy of which is on file with the office of the City Clerk, is hereby adopted.
3. The Mayor is authorized to execute the Memorandum of Understanding on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

**MADERA IRRIGATION DISTRICT AND
CITY OF MADERA
GROUNDWATER SUSTAINABILITY AGENCY
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and effective as of _____, 2016 (the “Effective Date”) by and between the public agencies of Madera Irrigation District (“MID”) and the City of Madera (“City”).

This MOU is made with reference to the following facts:

- A. The City encompasses approximately 15.8 square miles. The population of the City is estimated at 63,000 with approximately 16,000 households. The City is governed by a seven member Council. The City has no surface water supply and is solely reliant on groundwater.
- B. MID encompasses approximately 130,000 acres in the County of Madera. MID manages surface water supplies from Friant Dam, Millerton Lake, and Hidden Dam, Hensley Lake. MID is governed by a five member board. The mission statement of MID “is to obtain and manage affordable surface water and groundwater supplies in a manner which will ensure the long-term viability of irrigated agriculture in the District.” MID is an Irrigation District governed by the California Water Code.
- C. MID and the City are both members of the Madera Groundwater Authority. The Madera Groundwater Authority’s goal is to provide for the conjunctive use of groundwater and surface water within the represented groundwater basins to ensure the reliability of a long-term water supply to meet current and future beneficial uses through the development of a coordinated and comprehensive regional approach to the monitoring, evaluation and management of groundwater resources.
- D. On September 16, 2014 Governor Edmund G. Brown Jr. signed three bills, AB 1739, SB 1168, and SB 1319, which create a framework for sustainable, local groundwater management, this is known as the Sustainable Groundwater Management Act (SGMA). The legislation allows local agencies to tailor groundwater sustainability plans to their regional economic and environmental needs.
- E. The SGMA requires the formation of Groundwater Sustainability Agencies and the preparation of Groundwater Sustainability Plans within medium and high priority groundwater basins, including the Madera Groundwater Subbasin.
- F. MID and the City are both located entirely within the Madera Groundwater Subbasin.
- G. As stated by the Department of Water Resources, according to Water Code §10723.8(c), where there is overlap in areas proposed to be managed by local agencies, “the local agencies shall seek to reach agreement to resolve the overlap to allow prompt designation of a GSA.” Roughly 8,500 acres of the City (approximately 90% of the City) are within MID’s boundaries and pay city rate assessments to MID.

- H. Outside the City limits, the City maintains a sphere of influence comprised of approximately 25,000 acres, which defines the current limits of City annexation. The City also adopted an Urban Growth Boundary comprised of approximately 30,000 acres as part of its comprehensive General Plan, which is intended to define the limits of future urban growth. The boundaries of the City's sphere of influence and urban growth boundary substantially overlap MID's existing boundaries.
- I. MID and the City have each elected to form their own Groundwater Sustainability Agency (GSA) in accordance with the SGMA.
- J. Each of the parties to this Agreement has various oversight and active roles relative to water resources within their respective boundaries, including, but not limited to, water service.

Now, therefore, the parties hereto mutually agree as follows:

- 1. GSA Boundary Formation and Maintenance
 - a. MID will not oppose any proposal by the City to form a GSA with boundaries consistent with its City limits.
 - b. City will not oppose any proposal by MID to form a GSA with boundaries consistent with MID's organizational boundaries, excluding the area within the Madera City limits.
 - c. Notwithstanding any claim or proposal by any other agency or entity, the Parties agree that properties within City's sphere of influence or urban growth boundary, but outside the City limits, should be located within a GSA formed by MID if within the MID boundary.
 - d. The parties agree that it is their mutual intent that the boundaries of any GSA formed by the City should be consistent with City limits, and further acknowledge that City limits may be expanded through annexation from time to time. The parties agree to allow for such expansion as part of the GSA formation process, and to cooperate in making a formal adjustment to GSA boundaries as may be necessary.
- 2. Collaboration and Cooperation. The parties agree to collaborate and cooperate on groundwater management for the area lying within the boundaries of both MID and the City, including the following:
 - a. Planning. Planning for sustainability of groundwater levels and quality within the Plan Area. Identify, develop, and prioritize collaborative plans, programs, and projects that may be beyond the scope or capability of individual stakeholders, but which would be of mutual benefit if implemented in a cooperative manner. Partner on the development of the Groundwater Sustainability Plan (GSP) as required by the SGMA.
 - b. Funding. Develop and obtain funding for the management and implementation of projects and programs carried out in the Plan Area. Additionally, develop and obtain funding for ongoing operations and maintenance of those projects and programs.
 - c. Implementation. Implementation of projects and programs for the sole purpose of groundwater management and sustainability in Plan Area.

- d. Public Outreach. Maximize public outreach and education amongst stakeholders. Utilize and leverage resources available to each agency to inform the public on SGMA.
- 3. Termination. Either party may terminate this Agreement by providing a written notice of termination 30 days prior to the requested date of termination.

CITY

MADERA IRRIGATION DISTRICT

Robert L. Poythress, Mayor

Carl Janzen, President

ATTEST:

ATTEST:

Sonia Alvarez, City Clerk

Richard Cosyns, Vice President

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brent Richardson, City Attorney


John P. Kinsey, General Counsel

REPORT TO CITY COUNCIL

Approved by:



Department Director



City Administrator

Council Meeting of May 18, 2016

Agenda Number: C-4

SUBJECT: Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines

RECOMMENDATION: That the City Council of the City of Madera adopt a resolution confirming delinquent administrative fines for the purpose of recording liens against property to recover such delinquent fines.

SUMMARY: On or about April 2016, while pursuing collections actions for the City of Madera's Code Enforcement Department, it was determined that the citations issued in relation to the several properties located in the City of Madera, and attached as Exhibit A to the Resolution, could be collected through the City's special assessment procedure. As such, the homeowners were notified by first class mail that on May 18, 2016, a public hearing would be held at 6:00 pm in the City Hall Council Chambers to confirm the delinquent assessments.

DISCUSSION: Madera Municipal Code Section 1-9.11 allows the City Council of the City of Madera to confirm the amount of delinquent fines, and authorizes the City Administrator to place liens on the properties, which may then be turned over to the County Tax Assessor for placement on the property tax roll for collection.

FINANCIAL IMPACT: There is no direct impact to the General Fund from this action.

VISION AND ACTION PLAN: This action is not specifically addressed in the Vision Plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES.

WHEREAS, the City of Madera has identified property against which administrative citations have been issued imposing fines which remain unpaid and are now delinquent, which properties are identified in Exhibit "A" which is attached hereto and incorporated by reference; and

WHEREAS, the City of Madera has provided notice of the public hearing to confirm special assessments for the delinquent fine amounts to the property owners in compliance with Section 1-9.09 of the Madera Municipal Code; and

WHEREAS, the City Council of the City of Madera has conducted a public hearing to confirm special assessments for the delinquent citation amounts in the attached Exhibit "A", in accordance with the Madera Municipal Code.

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 amounts of the special assessments for delinquent fines against the properties identified in Exhibit "A" are hereby confirmed.
3. The City Administrator is authorized to cause a Notice of Lien for each of the respective properties to be recorded with the County Recorder and thereafter cause a copy of the Notice of Lien to be provided to the County Tax Assessor for inclusion in the next regular tax bill.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT "A"

| <u>Assessor's Parcel No.</u> | <u>Property Location</u> | <u>Delinquent Amount</u> |
|------------------------------|--------------------------|--------------------------|
| 012-340-046 | 1231 Monterey Street | \$116,969.67 |
| 009-032-005 | 424 Fairview Avenue | \$40,215.33 |
| 012-251-053 | 1254 Majestic Court | \$85,632.67 |



Return to Agenda

2001 Howard Road, Suite 201
Madera, California 93637

Office: 559-675-0721 Fax: 559-675-9328
Website: www.maderactc.org

May 6, 2016

Sonia Alvarez, City Clerk
City of Madera
205 W. 4th Street
Madera, California 93637

RECEIVED

City of Madera City Clerk

By: S. Alvarez

Date: 5/10/16

SUBJECT: 2016-17 MCTC Member Assessment Fees Schedule – Funding Request

e: City Administrator
City Attorney
Comm. Dev. Dir.
City Engineer
Finance Dir.

Dear Ms. Alvarez:

The Madera County Transportation Commission Policy Board at its April 20, 2016 meeting authorized the MCTC staff to process the MCTC 2016-17 Member Assessment Fees Schedule – funding request to the local jurisdictions (City of Madera; City of Chowchilla; and County of Madera). The City of Madera's proportional amount requested is **\$11,582**.

Background:

Recognizing the value of the Valley Voice programs, the San Joaquin Valley COGs Policy Council has continued to encourage staff to organize legislative visits to Sacramento and Washington D.C. The Valley Voice delegates discuss issues of Valley wide interest, including the Trade Corridors Plan/National Goods Movement Program; Air Quality Issues; Alternative Transportation Funding sources; Water Storage; and the Transportation Reauthorization bill.

Madera County's participation in the Valley Voice program is crucial to the Valley effort as it not only allows Madera a seat at the table, but also allows Madera to be seen and heard; especially recognizing that Madera is a self-help county allowing leveraging opportunities. The Valley Voice effort has been successful and the Madera County region has benefited by having our Federal and State representatives educated and informed on the transportation priorities of the Valley and Madera County. If the Policy Board had chosen not to participate, the disadvantage would be that Madera would lose a seat at the table with the other Valley Counties and would be unable to advocate for the Madera County projects included in the Valley transportation plans and studies being carried forward to the Congress and State Legislature. Unfortunately, there are no MCTC Federal or State funding sources that can be utilized for lobbying activities.

Request:

In order to actively participate in the Valley Voice programs, the MCTC Policy Board recommends continuing the MCTC Member Assessment Fees in the 2016-17 Budget process on a per capita basis in the amount of \$28,228 to participate in the Valley wide Lobbying Activities.

Below is the 2016-17 MCTC Member Assessment Fees Schedule that identifies the proportional amount that each jurisdiction is requested to fund.

Member Agencies: County of Madera, City of Madera, City of Chowchilla

Proposed Member Assessment Fee Schedule

| | |
|------------------------------------|------------------|
| Annual Valley Voice Program Budget | \$16,000 |
| Prior fiscal year carryunder | <u>\$12,228</u> |
| Amount Needed FY 2016-17 | \$ 28,228 |

| Member | DOF (E-1) Population 05/01/15 | Percent | Proportional Amount |
|------------|-------------------------------------|---------|------------------------|
| Chowchilla | 12,082 | 7.75% | \$ 2,188 |
| Madera | 63,961 | 41.03% | \$ 11,582 |
| County | 79,835 | 51.22% | \$ 14,458 |
| | 155,878 | 100.00% | \$ 28,228 |

History of Member Assessment Fees

| | FY 09-10 | FY 10-11 | FY 11-12 | FY 12-13 | FY 13-14 | FY 14-15 | FY 15-16 |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Chowchilla | \$722 | \$722 | \$527 | \$599 | \$1,432 | \$1,482 | \$1,877 |
| Madera | \$3,763 | \$3,763 | \$2,644 | \$3,159 | \$7,414 | \$7,893 | \$9,751 |
| County | \$5,515 | \$5,515 | \$3,804 | \$4,000 | \$9,189 | \$9,746 | \$12,189 |
| | <u>\$10,000</u> | <u>\$10,000</u> | <u>\$6,975</u> | <u>\$7,758</u> | <u>\$18,035</u> | <u>\$19,121</u> | <u>\$23,817</u> |
| Actual Expenses | <u>\$6,975</u> | <u>\$7,758</u> | <u>\$15,010</u> | <u>\$14,879</u> | <u>\$25,852</u> | <u>\$31,349</u> | |
| Carryover | -\$3,025 | -\$2,242 | \$8,035 | \$7,121 | \$7,817 | \$12,228 | |

Please include the MCTC's Policy Board's request on your next City of Madera Council agenda, if required. If you have any questions regarding this matter, please call me at 675-0721 extension 13 or email me at patricia@maderactc.org.

Sincerely,



Patricia Taylor, Executive Director
Madera County Transportation Commission


cc: Keith Helmuth, City Engineer
Cleona Young

REPORT TO CITY COUNCIL

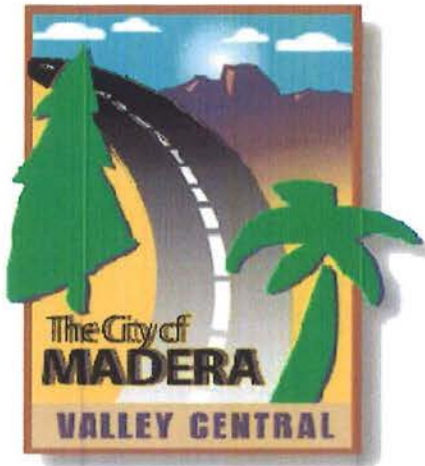
MEETING DATE: May 18, 2016

AGENDA ITEM NUMBER: E-1

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR



SUBJECT: Weekly Water Conservation Report – May 2nd – May 8th

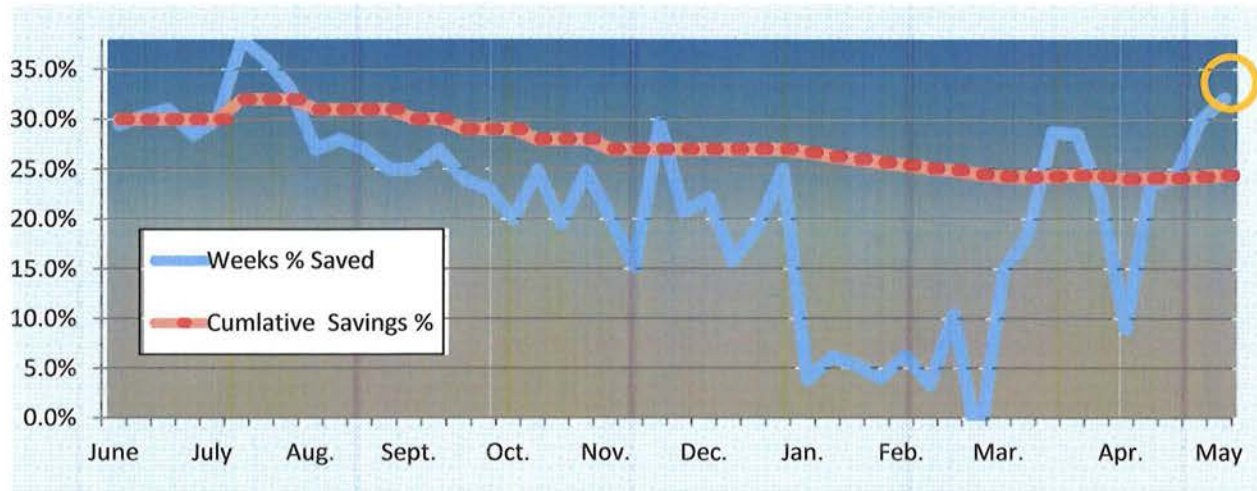
RECOMMENDATION: Staff recommends that the Council review the attached weekly report of water conservation activities and progress in reducing residential water consumption.

SUMMARY/ DISCUSSION: As illustrated in the graph below, the City's conservation rate has been increasing the last three weeks and is above our goal of 26%. We anticipate that we will exceed the goal for the month of May. By the end of the month, we also hope to meet or exceed the cumulative conservation goal for the City since it was established last year. The big news is that the State announced Monday that they will be replacing the State mandated goals with goals set by each jurisdiction. The specifics of the process and timing have not been revealed as yet, but may be an opportunity for the City to consider policies that provide our customers more flexibility.

Below is the most current water conservation data.



Below is the weekly and cumulative water conservation including the latest data.



| Enforcement | | | |
|------------------------------|-----------|---|--|
| 116 Public Contacts | 19 | 1st offenses (\$75) | |
| 1 Verbal warning | 0 | 2nd offenses (\$250) | |
| 27 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.