

**SPECIAL MEETING OF THE
OVERSIGHT BOARD OF THE SUCCESSOR AGENCY
TO THE FORMER MADERA REDEVELOPMENT AGENCY**

Wednesday, April 11, 2012

7:00 p.m. – Regular Session

City of Madera City Hall – Council Chambers
205 West Fourth Street, Madera, California

Action Summary Minutes

1. CALL TO ORDER – REGULAR SESSION

Meeting called to order by the Secretary at 7:00 p.m.

ROLL CALL

Board Members Present:

Ric Arredondo, Madera Unified School District Board of Trustees
(Appointed by the Chancellor of Community Colleges)

Ronn Dominici, Madera County Board of Supervisors Chairman
(Appointed by the Madera County Board of Supervisors)

Brett Frazier, Madera City Council Mayor
(Appointed by the Madera City Council)

Donald Horal, Madera County Mosquito & Vector Control District Board Member
(Appointed by the Largest Special District)

Cecilia Massetti, Madera County Office of Education, Superintendent
(Appointed by the Madera County Superintendent of Education)

Stell Manfredi, Retired Madera County Administrator
(Appointed by the Madera County Board of Supervisors as a member of the public at large)

Bob Wilson, former employee of the Madera Redevelopment Agency
(Appointed by the Madera City Council)

Board Members Absent: None

2. ELECTION OF OFFICERS/DESIGNATION OF STAFF

2.1 Election of Chairperson of the Oversight Board

Nominations were opened by the Secretary.

Action: Elected Brett Frazier as Chairperson

Moved by: Board Member Dominici; seconded by Board Member Manfredi

Vote: Unanimous (7/0)

2.2 Election of Vice-Chairperson of the Oversight Board

Nominations were opened by the Chairperson.

Action: Elected Stell Manfredi as Vice Chairperson

Moved by: Board Member Massetti; seconded by Board Member Dominici

Vote: Unanimous (7/0)

2.3 Designation of Contact Person to the Department of Finance

Summary of staff report/recommendation: Per ABx1 26, Section 34179(h) the Oversight Board must designate an official with whom the Department of Finance may communicate and shall provide telephone number and e-mail contact information. Discussion followed.

Action: Designated Jim Taubert, Executive Director of the Successor Agency of the City of Madera as the official with whom the Department of Finance may communicate.

Moved by: Board Member Dominici; seconded by Vice-Chairperson Manfredi

Vote: Unanimous (7/0)

Contact Information for Contact Person to DOF:

Jim Taubert, Executive Director

Successor Agency to the former Madera Redevelopment Agency

428 East Yosemite Avenue, Madera, CA 93638

(559) 661-5112

(559) 674-7018 (fax)

jtaubert@cityofmadera.com (e-mail)

PUBLIC COMMENT

The first fifteen minutes of the meeting are reserved for members of the public to address the Board on items which are within the subject matter jurisdiction of the Board. 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 Chairperson 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 Board 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 Board does not respond to public comment at this time.

No comments were taken from the public.

3. ADMINISTRATIVE ACTIONS

3.1 Discussion Regarding Appointment of Legal Counsel and Direction to Staff

Summary of staff report/recommendation: The two (2) options were to utilize the City Attorney with an "acknowledged conflict of interest" or direct staff to prepare a "Request for Proposal" for outside legal counsel. Discussion followed.

Action: The members of the Oversight Board directed staff to bring back a Consent and Waiver of Conflict and utilize the services of the City Attorney.

4. NEW BUSINESS

4.1 Role of the Oversight Board

Summary of staff report/recommendation: A summary of ABx1 26 as it relates to the role of the Oversight Board was provided and discussed.

Action: No action required; verbal presentation only.

4.2 Discussion Regarding Actual and Projected Tax Increment 2007/2008 to Present and Fund Balance Projections

Summary of staff report/recommendation: The Oversight Board was provided with the current cash position of the Successor Agency.

Action: No action required; verbal presentation only.

4.3 Consideration of a Resolution Acknowledging the Transfer of Properties Acquired with Redevelopment Non-Housing Tax Increment and Tax Allocation Bond Proceeds from the Former Madera Redevelopment Agency to the City of Madera Successor Agency

Summary of staff report/recommendation: There has been statewide concern regarding the chain of title on land formerly owned by redevelopment agencies. Originally it was transferred to the Successor Agency through an "exit memorandum." It has now been suggested that it be transferred by resolution and the transfer be acknowledged by the Oversight Board. Discussion followed.

Action: Adopted Resolution No. OB 12-01 Acknowledging the Transfer of Properties Acquired with Redevelopment Non-Housing Tax Increment and Tax Allocation Bond Proceeds from the Former Madera Redevelopment Agency to the City of Madera Successor Agency.

Moved by: Vice Chairperson Manfredi; seconded by Board Member Dominici

Vote: Unanimous (7/0)

4.4 Consideration of a Resolution Acknowledging the Transfer of Properties Acquired with Twenty-percent (20%) Housing Set-Aside and Housing Set-Aside Tax Allocation Bond Proceeds from the Former Madera Redevelopment Agency to the Successor Housing Agency

Summary of staff report/recommendation: The same title issues outlined in Item 4.3 were noted. It is unclear how land sales proceeds on properties acquired with housing funds were to be treated. Discussion followed.

Action: Adopted Resolution No. OB 12-02 Acknowledging the Transfer of Properties Acquired with Twenty Percent (20%) Housing Set-Aside and Housing set-Aside Tax Allocation Bond Proceeds from the Former Madera Redevelopment Agency to the City of Madera Successor Housing Agency.

Moved by: Board Member Dominici; seconded by Vice Chairperson Manfredi

Vote: Unanimous (7/0)

4.5 Consideration of a Resolution Approving Administrative Budget for Administrative Costs of the Successor Agency for the Period January 1, 2012 through June 30, 2012

Board Member Wilson abstained from voting stating a conflict of interest, as his salary is provided for in the Administrative Budget.

Summary of staff report/recommendation: The Oversight Board was provided with funding of Administrative Costs from (1) Low and Moderate Income Housing Funds (2) Bond Proceeds (3) Reserve Balances (4) Grants (5) Redevelopment Property Tax Trust Fund. Discussion followed.

Action: Adopted Resolution No. OB 12-03 Approving the Successor Agency Administrative Budget for January 1, 2012 through June 30, 2012.

Moved by: Vice Chairperson Manfredi; seconded by Board Member Dominici

Vote: Carried (6/0) (Ayes: Frazier, Manfredi, Arredondo, Dominici, Horal, Massetti; Noes: None; Abstained: Wilson)

4.6 Consideration of a Resolution Approving Recognized Obligation Payment Schedule (ROPS) from January 1, 2012 through June 30, 2012

The Secretary advised members of the public, as required by Government Code 54957.5, copies of the Project Description Summary Sheets were distributed to members of the Oversight Board and copies are available to those wishing a copy.

Board Member Wilson abstained from voting stating a conflict of interest, as he played a significant role in preparing the ROPS.

Summary of staff report/recommendation: There was considerable discussion regarding the ROPS. The specific projects discussed included:

- 1) The Adell, MID Canal Relocation and Sunset/Laurel Linear Park projects should be brought to a bid-ready status.
- 2) The Avenue 16, Courthouse, Yosemite/Elm Signal, and Handicapped Ramp projects should be completed.
- 3) The Southwest Industrial Park Master Plan and Airport Master Plan should be completed.
- 4) All housing projects should be completed.
- 5) No further expenditures are being recommended for the following projects: (a) Downtown Streetscape Project; (b) Sonora/Green/Columbia/Sierra Improvement Project; (c) E Street Improvement Project; and (d) East Yosemite Avenue Widening Project.

Action: Adopted Resolution No. OB 12-04 Approving the ROPS for the Period January 1, 2012 through June 30, 2012 with the following exceptions: (1) The inclusion of 20% Housing Set-Aside is subject to the approval of the Department of Finance, (2) Construction financing for the Adell

Improvement Project is subject to the passage of SB986 (Dutton), and (3) Construction financing for the Riverwalk and Midtown Village subdivisions is subject to the passage of AB1585 (Perez).

Moved by: Vice Chairperson Manfredi; seconded by Board Member Arredondo

Vote: Carried (6/0) (Ayes: Frazier, Manfredi, Arredondo, Dominici, Horal, Massetti; Noes: None; Abstained: Wilson)

4.7 Consideration of a Resolution Acknowledging the Receipt of Grant Funds and Approval of Amended Agreement with Krazan and Associates Inc., for Environmental Services for Soil and Groundwater Remediation at 1350 East Yosemite Avenue in the City of Madera

Summary of staff report/recommendation: Staff presented the staff report advising that the Successor Agency previously approved the amendment of this agreement at their meeting on February 8, 2012. Discussion followed.

Action: Adopted Resolution No. OB 12-05 Acknowledging the Receipt of Grant Funds and Approving an Amendment to the Agreement with Krazan and Associates, Inc. for the Environmental Services for Soil and Groundwater Remediation at 1350 East Yosemite Avenue in the City of Madera and Authorizing the City Administrator or his Designee to Approve Contingencies of up to Ten Percent and Authorizing the Mayor to Execute the Amended Agreement on Behalf of the Successor Agency to the Former Madera Redevelopment Agency.

Moved by: Vice Chairperson Manfredi; seconded by Board Member Horal.

Vote: Unanimous (7/0)

4.8 Report on Legislative Activities

Summary of staff report/recommendation: The Oversight Board was provided with an update on recent legislative activities.

Action: No action required; verbal presentation only.

5. FUTURE MEETINGS

5.1 Discussion of Future Oversight Board Meeting Schedule

Summary of staff report/recommendation: Staff requested the members of the Oversight Board discuss and set a regular meeting date and time of future Oversight Board Meetings. Staff will bring back Bylaws for the Board's consideration that will include setting a regular meeting date for the Oversight Board meetings.

Action: The members of the Oversight Board directed staff to schedule regular meetings of the Oversight Board for 9:00 a.m. in the City of Madera Council Chambers on the Monday immediately following the Successor Agency meetings that are held on the second Wednesday of each month. In most instances the Oversight Board meeting will fall on the third Monday of the month, but could fluctuate depending upon variations in the calendar, and legal holidays that may fall on a Monday. In the event meetings are cancelled or rescheduled, staff will notify members of the Board in ample time.

6. BOARD MEMBER REPORTS

Chairperson Frazier thanked staff for the immense amount of work they have completed to provide the members of the Oversight Board with information on projects, and added even in spite of all the legislation that has come down on redevelopment agencies, there is still hope to help Madera move forward. He complimented staff's efforts to bring the members information on projects that's easy to understand and makes him feel comfortable moving forward.

7. ADJOURNMENT

Meeting was adjourned at 8:26 p.m.

Sandi Brown, Agency Secretary

Brett Frazier, Chairperson

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: May 9, 2012

AGENDA ITEM NUMBER: 3.1

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Adopting the Bylaws for the Oversight Board of the Successor Agency to the Former Madera Redevelopment Agency

Summary: The Oversight Board will consider a resolution adopting operational Bylaws.

HISTORY/BACKGROUND

On February 1, 2012, all assets, properties, contracts, leases and records of the former Madera Redevelopment Agency were transferred by operation of law to the Madera Successor Agency. An Oversight Board was established pursuant to Health and Safety Code Section 34179 to assist in the close out and wind down of the dissolved redevelopment agency.

Bylaws need to be adopted in order to facilitate the process of the meetings and establish the rules for the Oversight Board. Suggested Bylaws are attached.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution approving the Bylaws.

JET:sb

Attachment:

-Bylaws
-Resolution

RESOLUTION NO. OB 12-__

RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY TO THE FORMER MADERA REDEVELOPMENT
AGENCY, MADERA CALIFORNIA, APPROVING OVERSIGHT
BOARD BYLAWS

WHEREAS, as part of the 2001-12 State Budget Bill, ABx1 26 (the "Dissolution Act") was enacted significantly modifying the Redevelopment Law to require the dissolution of redevelopment agencies throughout California and the establishment of successor agencies to wind down the former redevelopment agencies' affairs; and

WHEREAS, on January 11, 2012, pursuant to the Dissolution Act, the City of Madera elected to serve as the Successor Agency to the former Madera Redevelopment Agency (the "Successor"); and

WHEREAS, the Section 34179(a) of the Health and Safety Code provides for the establishment of an oversight board of the successor agency to the former redevelopment agency ("Successor Agency"); and

WHEREAS, the Oversight Board desires to establish Bylaws, including but not limited to the designation of officers and the conduct of meetings.

NOW, THEREFORE, the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency of the City of Madera hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Bylaws of the Oversight Board, a copy of which is attached hereto and incorporated herein as Exhibit A, are hereby approved and adopted.
3. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency this 9th day of May 2012 by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:

Sandi Brown, Agency Secretary

**OVERSIGHT BOARD
OF THE SUCCESSOR AGENCY TO THE
FORMER MADERA REDEVELOPMENT AGENCY
CITY OF MADERA
CALIFORNIA**

BYLAWS

ARTICLE I – THE OVERSIGHT BOARD

Section 1. Purpose

The Oversight Board shall perform the duties described in Chapter 4 (commencing with Section 34179) of Part 1.85 of Division 24 of the Health and Safety Code in connection with the winding down of the affairs of the former Madera Redevelopment Agency (hereinafter the "former Agency") by the City of Madera in its capacity as the Successor Agency (hereinafter the Successor").

Section 2. Membership

a. Total Membership/Appointment

The total membership of the Oversight Board shall be seven (7) selected as follows:

- (1) One member shall be appointed by the Board of Supervisors of the County of Madera;
- (2) One member shall be appointed by the Mayor of the City of Madera;
- (3) One member shall be appointed by the largest special district determined by property tax share (as defined in the Revenue and Taxation Code Section 95) with territory in the territorial jurisdiction of the former Madera Redevelopment Agency, which in this case is the Madera County Mosquito & Vector Control District;
- (4) One member, to represent schools, shall be appointed by the County Superintendent of Education;
- (5) One member shall be appointed by the Chancellor of the California Community Colleges to represent community college districts in the County of Madera;

- (6) One member shall be a member of the public appointed by the Board of Supervisors of the County of Madera; and
- (7) One member, to represent the employees of the former Madera Redevelopment Agency, shall be appointed by the Mayor of the City of Madera.

The Governor may appoint individuals to fill any member position identified herein that has not been filled by May 15, 2012. Following its initial formation, the Oversight Board shall report the names of its officers and other members to the State Department of Finance ("DOF").

The members shall serve without compensation and without reimbursement for expenses. Each member shall serve at the pleasure of the entity that pointed such member.

b. Duration

The Oversight Board shall be and remain established until the sooner of (1) the date that all indebtedness of the former Agency has been repaid, or (2) July 1, 2016, at which time the Oversight Board shall be dissolved and replaced by a single oversight board for all successor agencies within the County of Madera.

Section 3. Local Entity

Pursuant to subdivision (3) of Section 34179 of the Health and Safety Code, the Oversight Board shall be deemed to be a local entity for purposes of the Ralph M. Brown Act, the California Public Records Act, and the Political Reform Act of 1974.

Section 4. Personal Immunity

Oversight Board members shall have personal immunity from suit for their actions taken within the scope of their responsibilities as members of the Oversight Board.

Section 5. Fiduciary Responsibilities

Oversight Board members shall have fiduciary responsibilities to holders of enforceable obligations, as that term is defined in subdivision (d) of Section 34171 of the Health and

Safety Code, and the taxing entities that benefit from distributions of property tax and other revenue pursuant to Section 34188 of the Health and Safety Code.

Section 6. Resignation

Any Oversight Board member may resign at any time by giving written notice to the Chairperson, who shall forward such notice to the Successor Agency and to DOF. Any such resignation will take effect upon receipt or upon any date specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 7. Filling of Vacancies

In the event of a vacancy on the Oversight Board, the appointing entity for the vacant seat shall select a member to fill such vacancy as soon as reasonably practicable, provided, however, that the Governor may appoint individuals to fill any member position that remains vacant for more than sixty (60) days.

ARTICLE II - OFFICERS

Section 1. Chairperson

The Chairperson shall preside at all meetings of the Oversight Board. The Chairperson shall sign all documents necessary to carry out the business of the Oversight Board.

Section 2. Vice Chairperson

The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In the event of the death, resignation or removal of the Chairperson, the Vice Chairperson shall assume the Chairperson's duties until such time as the Oversight Board shall elect a new Chairperson.

Section 3. Secretary

The Executive Director of the Successor Agency shall designate a person to serve as the Secretary to the Oversight Board. The Secretary shall keep the records of the Oversight Board, shall act as secretary at meetings of the Oversight Board, shall record all votes, keep a record of the proceedings of the Oversight Board, and shall perform all duties incident to the office. The Secretary shall maintain a record of all official proceedings of

the Oversight Board and its programs. In the Absence of the Secretary, the Executive Director to the Successor Agency shall appoint a member of the staff to act as Secretary.

Section 4. Designated Contact Person for State Department of Finance

The Executive Director of the Successor Agency to the former Madera Redevelopment Agency shall be the designated point of contact for communications with the Department of Finance.

Section 5. Election

The Chairperson and Vice Chairperson shall be elected from among the members of the Oversight Board at the first meeting of the Oversight Board.

Section 6. Vacancies

Should the office of the Chairperson or Vice Chairperson become vacant, the Oversight board shall elect a successor from among the Oversight Board members at the next regular or special meeting.

ARTICLE III - MEETINGS

Section 1. Regular Meetings

Regular meetings of the Oversight Board shall be held on the third Monday of the month and shall be the Monday immediately following the regular meeting of the Successor Agency held on the second Wednesday of each month. Meetings shall be convened at 9:00 a.m. and will be held in the Council Chambers at City Hall, Madera, California. In the event that the regular meeting date shall be a legal holiday, then any such regular meeting shall be held on the next succeeding business day at the same hour and location.

Section 2. Special Meetings

A special meeting may be called at any time pursuant to and in accordance with the provisions of the Ralph M. Brown Act (Government Code Sections 54959 et seq.).

Section 3. Adjourned Meetings

Any meeting of the Oversight Board may be adjourned to an adjourned meeting without the need for notice requirements of a special meeting, provided the adjournment indicates the date, time and place of the adjourned meeting. Oversight Board members absent from the meeting at which the adjournment decision is made shall be notified by the Secretary of the adjourned meeting. In adjourning any meeting, there shall be compliance with all procedures of the Brown Act.

Section 4. All Meetings to be Open and Public

All meetings of the Oversight Board shall be open and public to the extent required by law. All persons shall be permitted to attend any such meetings, except as otherwise provided by law.

Section 5. Posting Agendas/Notices

The Secretary or his/her authorized representative, shall post an agenda for each regular or special meeting of the Oversight Board, that shall contain a brief description of each item of business to be transacted or discussed at the meeting, together with the time and location of the meeting. Agenda/notices shall be posted at Madera City Hall in a location readily accessible to the public at least seventy-two (72) hours in advance of each regular meeting and at least twenty-four (24) hours in advance of each special meeting.

All notices required by law for proposed actions by the Oversight Board shall also be posted on the Oversight Board's website.

Section 6 – Order of Business

The order of business of each meeting shall be as contained in the agenda prepared by the Oversight Board Secretary. The agenda shall be a listing by topic of the subjects which shall be taken up for consideration in the following order:

- (1) Call to Order
- (2) Roll Call
- (3) Pledge of Allegiance
- (4) Public Comment
- (5) Consent Calendar

- (6) Presentations/Administrative Reports
- (7) New Business
- (8) Board Member Reports
- (9) Adjournment

At any meeting, the Oversight Board members, by a vote of the majority of the members, may change the order of business.

Section 7 – Right of Public to Appear and Speak

At every regular meeting, members of the public shall have an opportunity to address the Oversight Board on matters within the Oversight Board's subject matter jurisdiction. Public input and comment on matters on the agenda, as well as public input and comment on matters not otherwise on the agenda, shall be made during the time set aside for public comment; provided, however, that the Oversight Board may direct that public input and comment on matters on the agenda be heard when the matter regularly comes up on the agenda. The Chairperson may limit the total amount of time allocated for public discussion on particular issues and/or the time allocated for each individual speaker.

Section 8 – Non-Agenda Items

Matters brought before the Oversight Board at a regular meeting which were not placed on the agenda of the meeting shall not be acted upon by the Oversight Board at that meeting unless action on such matters is permissible pursuant to the Ralph M. Brown Act (Government Code Section 54950 et seq.). Those non-agenda items brought before the Oversight Board which the Oversight Board determines will require Oversight Board consideration and action and where Oversight Board action at the meeting is not so authorized, shall be placed on the agenda for the next regular meeting.

Section 9 – Quorum

A majority of the members of the Oversight Board shall constitute a quorum for the purpose of conducting its business, exercising its powers, and for all other purposes. A small number of members may adjourn a meeting from time to time until a quorum is present.

Section 10. Minutes

Minutes of the meetings of the Oversight Board shall be prepared in writing by the Secretary. Copies of the minutes of each Oversight Board meeting shall be made available to each member of the Oversight Board. Approved minutes shall be filed in the official records of the Oversight Board.

Section 11. Conflict of Interest

All Oversight Board members are subject to the provisions of California Law, such as Chapter 7, Title 9, of the California Government Code, relative to conflicts of interest.

Section 12. Amendments to Bylaws

The Bylaws of the Oversight Board may be amended by the Oversight Board at any regular or special meeting by a vote of the majority of the Oversight Board members, provided that no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to all members of the Oversight Board. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

ADOPTED May 9, 2012, by Resolution No. OB12-__ by the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency.

Brett Frazier, Chairperson
Oversight Board

I hereby certify and attest that the foregoing Bylaws were adopted by Resolution No. OB 12-__, introduced at a special meeting of the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency on May 9, 2012.

Sandi Brown, Agency Secretary
Successor Agency to the former Madera
Redevelopment Agency

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF:

May 9, 2012

AGENDA ITEM NUMBERS:

3.2

APPROVED BY:


Executive Director, Successor Agency

Subject: Discussion Regarding Appointment of Legal Counsel and Direction to Staff

Summary: The Oversight Board will discuss the appointment of legal counsel for the Board and provide direction to staff as to how to proceed.

The Board may desire to obtain legal counsel. While retaining the City Attorney as counsel was originally contemplated, the City Attorney has determined that the conflict of interest presented by such a situation cannot be overcome even with a waiver of the conflict.

The Board may wish to direct staff to put out a request for qualifications in order to seek out and retain independent counsel. Many Oversight Boards within the state have done this and have retained such legal counsel. Use of such legal counsel could be varied dependent on need. The Board may not feel it necessary to have counsel present at every meeting, and might elect to use such counsel only when questions or disputes arise which make such action necessary.

One consideration in the decision whether to use legal counsel, or to what extent, may be that the Oversight Board is governed by the Brown Act and conflict of interest laws which must be properly complied with.

Staff requests the Board provide direction as to the above issues.

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: May 9, 2012

AGENDA ITEM NUMBER: 3.3

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Acknowledging and Approving an Agreement between the Successor Agency and Peter S. Cooper, MAI for Appraisal Services Related to the Potential Acquisition at 112 West Sixth Street, Madera, CA (APN 010-135-012) and a Potential Sale of Property at 124 South 'A' Street (APN 007-165-006)

Summary: The Oversight Board will consider approving a resolution that acknowledges and approves the agreement between the Successor Agency and Peter S. Cooper, MAI for appraisal services regarding property at 112 West Sixth Street and 124 South 'A' Street, Madera. The agreement is not to exceed \$3,500.00.

HISTORY/BACKGROUND

112 West Sixth Street

To facilitate the relocation of the Madera County Courthouse, the former Redevelopment Agency, State of California and Madera County entered into an agreement to transfer title of the Central Garage/IT Building from the County to the RDA under the following terms and conditions.

1. The State will have no claim on the old Courthouse and will permanently vacate the building 90 days after completion of the Courthouse Project.
2. The City of Madera Redevelopment Agency (RDA) and the Administrative Office of the Courts (AOC) will construct a minimum 300 space parking facility immediately adjacent to the new Courthouse Project, during construction of the project if possible, but no later than one year after the project is completed.
3. The RDA will demolish the old jail annex facility in Courthouse Park or renovate the old County Library on Yosemite Avenue at the discretion of the County in an amount equivalent to the appraisal value of the Central Garage and IT Building at the time of property transfer.

4. The County will give the RDA first right of refusal if the County intends to sell the old Courthouse parcel (approximately 3-1/2 acres) providing the area continues to remain in primarily an institutional use.
5. VFW Parcel – If needed, the County and City of Madera will each contribute up to a maximum of \$100,000 each to facilitate the relocation and construction of a new VFW facility. The County will retain a reversion clause in the agreement with VFW, plus the County and City will have no-cost rental privileges of the new VFW facilities.

Prior to the demolition of the Central Garage/IT Building, the property was appraised by Peter S. Cooper, MAI for \$880,000.00. The County has expressed a desire to utilize these funds to acquire property for future offices for the District Attorney and Probation Department. Construction of the courthouse is scheduled to begin in the fall of 2012, so it is appropriate to initiate the pre-acquisition process.

The Elk's property would give the District Attorney and Probation Department employees immediate access to the courthouse and related parking facilities. The Elk's could benefit by utilizing acquisition funds to construct a more modern facility.

124 South 'A' Street

The Agency has been working with Darin M. Camarena Health Centers, Inc. regarding our property at 124 South 'A' Street. They have recently been awarded a \$4,833,392 grant to construct a 16,286 sf facility on this property.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution acknowledging and approving the agreement between the Successor Agency and Peter S. Cooper, MAI for appraisal services.

JET:sb

Attachments:

- Proposal
- Resolution

RESOLUTION NO. OB -

A RESOLUTION OF THE OVERSIGHT BOARD TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA APPROVING AGREEMENT WITH PETER S. COOPER, MAI FOR APPRAISAL SERVICES FOR 112 WEST 6TH STREET AND 124 SOUTH 'A' STREET, MADERA CALIFORNIA BEING CONSIDERED FOR ACQUISITION AND/OR SALE BY THE SUCCESSOR AGENCY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY

WHEREAS, The Successor Agency is in the process of making a determination as to whether or not to acquire and/or sale certain properties within the Redevelopment Area; and

WHEREAS, Successor Agency requires Appraisal Services of a qualified professional appraiser to determine the Fair Market Value for the parcels; and

WHEREAS, Peter S. Cooper, MAI ("Appraiser") is qualified to perform such property appraisals; and

WHEREAS, Appraiser has prepared a Quotation for Appraisal Services in connection with his providing of services to perform an appraisal for 112 W. 6th Street and 124 South 'A' Street, Madera Ca, which is located in the Project Area; and

WHEREAS, Successor Agency has prepared an agreement with Peter S. Cooper, MAI (the "Agreement") based upon Appraiser's Quotation for Appraisal Services with a cost not to exceed \$3,500.00 and such Agreement is on file in the office of the Executive Director of the Successor Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby resolves, finds,

determines and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.
3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.
4. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary

Peter S. Cooper, MAI

Real Estate Appraiser and Consultant
1255 West Shaw Avenue, Suite 102
Fresno, California 93711
(559) 226-5025 FAX (559) 226-4523

E-mail: cooper.appraisals@sbcglobal.net

May 1, 2012

Mr. James E. Taubert, Executive Director
Successor Agency to the former
Madera Redevelopment Agency
428 East Yosemite Avenue
Madera, CA 93638

RE: Quotation for Appraisal Services

- A). Elks Lodge
112 W. 6th Street
Madera, California 93637
APN: 010-135-012

- B). Vacant Parcel
West Corner South "A" Street and 6th Street
Madera, California 93638
APN: 007-165-006

Dear Mr. Taubert:

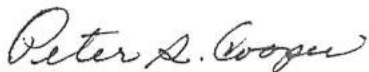
As per your request, I can prepare summary appraisal reports on the above noted properties for the following fees:

Property A	\$2,500
Property B	<u>\$1,000</u>
Total	<u>\$3,500</u>

The timing of the delivery of the reports would be 3-4 weeks from your authorization to proceed. We would require the name and phone number of a representative of the Elks (Property A) so that we would be able to contact them to arrange an inspection of the property.

If this is agreeable to you, please notify me as soon as possible so I can schedule these appraisals. Thank you for considering me for this assignment and if you have any questions regarding this quotation, please do not hesitate to call.

Sincerely,



PETER S. COOPER, MAI
Certified General Real Estate Appraiser
California License AG007287

PSC/ss

COPY

AGREEMENT FOR APPRAISAL SERVICES
FOR THE POTENTIAL ACQUISITION OF 112 WEST SIXTH STREET AND POTENTIAL
SALE OF 124 SOUTH "A" STREET

This agreement is entered into as of this ____ day of May, 2012 between the City of Madera as Successor Agency to the former Madera Redevelopment Successor Agency, (the "Successor Agency"), and, Peter S. Cooper, MAI, (the "Appraiser"), 1255 West Shaw Avenue, Suite 102, Fresno, California 93711.

RECITALS

A. The Successor Agency desires to engage the Appraiser to render appraisal services concerning two parcels as designated by the Successor Agency and as described on Exhibit "A" and attached hereto and made a part of this agreement.

B. The Appraiser has agreed to prepare and deliver such appraisals.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The parcels to be appraised hereunder are to be appraised at their Fair Market Value; "The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available." The appraisal will consider the property as if it was a separate legal parcel created by an approved parcel map.

2. The Appraiser shall provide the Successor Agency with a narrative-type appraisal, in triplicate, for each parcel designated herein and containing information on, but not limited to, the following items:

- a. Plat of property
- b. Legal description
- c. Current ownership
- d. Assessed value and taxes
- e. Zoning
- f. Highest and best use of property
- g. General description of immediate neighborhood
- h. General description of property
- i. Photograph(s) of property
- j. Date of Valuation
- k. Method of approach to estimation of value
- l. Opinion of market value

- m. Opinion of leasehold value, if any, (including the Appraiser's opinion as to the property apportionment of the Market Value payment as between lessor and lessee)
- n. Severance damages
- o. Comparable sales
- p. Photograph of each comparable sale
- q. Affidavit indicating owner(s) contacted

In any case, estimated values will be determined according to generally accepted appraisal practices, reported individually for each take by each separately owned lot or parcel, and apportioned (if necessary or appropriate among each interest-holder).

3. The Appraiser shall be responsible for the cost and accuracy of any portion or supplement of the appraisal report prepared by others at the request of or under the supervision of the Appraiser.

4. The Appraiser shall complete services by 5:00 p.m., on June 8, 2012. Time is of the essence in this Agreement; therefore, failure to deliver the appraisal report within the time specified will result in the sum indicated in paragraph 5, below, being reduced by liquidated damages of \$100 for each day the report is late.

5. Compensation for the services to be performed hereunder shall be for a total of \$3,500.00, less the amount of reduction, if any, pursuant to paragraph 4 above. In no event will the total compensation exceed the amount shown in this paragraph 5, unless:

- a. the Successor Agency requests appraisal services hereunder for parcels in addition to those on the attached list;
- b. the Successor Agency requests additional information outside the scope of this Agreement; or
- c. the Successor Agency requests the Appraiser to perform further expert services in connection with court proceedings. Payment for court services shall be in addition to this contract price at the rate of \$ 275.00 an hour for preparation and testimony.

Such additions, if any, shall be quoted at a "per hour rate" and shall be stated in a written amendment to this Agreement, executed by the Successor Agency and the Appraiser. The compensation stated herein shall be paid to the Appraiser within 30 days after completion and delivery of the appraisal report, in triplicate, within the time limitation specified in paragraph 4 and acceptance of the appraisal report by the Successor Agency. Such payment shall constitute payment in full for all services rendered, including without limitation all professional services, clerical assistance, and expenses for travel, reproduction, supplies, insurance and overhead. The Successor Agency retains the right to pay any and all monies due Appraiser directly to Appraiser.

6. The Appraiser shall not assign, convey or otherwise transfer any of its rights or obligations hereunder, including any right to receive compensation from the Successor Agency pursuant to paragraph 5, to any other individual(s), corporation(s) or entity(ies) without the prior written consent of the Successor Agency.

7. The Appraiser shall be deemed an independent contractor for all purposes under this Agreement. Nothing in this Agreement creates an employment relationship between the Successor Agency and the Appraiser or any of the Appraiser's officers, employees or subcontractors.

8. Appraiser shall hold harmless, indemnify and defend the Successor Agency, its officials, members, agents and employees against any claims, costs, damages, demands, liability and notices, or any of these, arising out of performance under this agreement, regardless of whether the Successor Agency is actively negligent or passively negligent, except for those claims, costs, damages, demands, liability and notices, or any of these, caused solely by the negligence or willful misconduct of the Successor Agency.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Successor Agency
To the Former Madera Redevelopment
Agency

APPRAISER
Peter S. Cooper

Bret Frazier, Mayor

By: _____

Tax I.D. Number _____

ATTEST:
SANDI BROWN
Agency Secretary

APPROVED AS TO FORM:
J. BRENT RICHARDSON
General Counsel

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All of Lots 29, 30, 31 and 32 in Block 1 of Hughes Addition to the Town now City of Madera, according to the map entitled, "Map of Lankershim Colony and Addition to the Town of Madera & c.", filed and recorded in the office of the County Recorder of the County of Fresno, State of California, February 5, 1889 in Volume 4 of Maps, at page 31.

APN: 010-135-012

112 West 6th Street, Madera CA

LEGAL DESCRIPTION
EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 11, 12, 13 and 14 in Block 69 of the Town (now City) of Madera, according to map entitled, "Map of Blocks 64 to 82, Inclusive, Town of Madera, &c.", filed and recorded in the office of the County Recorder of the County of Madera, State of California, November 10, 1904, in Volume 2 of Maps, at Page 9.

APN: 007-165-006

124 So. A Street, Madera CA

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: May 9, 2012

AGENDA ITEM NUMBER: 3.4

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Acknowledging and Approving a Lease Extension between the Successor Agency and the Madera District Chamber of Commerce

Summary: The Oversight Board will consider a resolution extending the lease agreement between the Successor Agency and the Madera District Chamber of Commerce for a period of ten (10) years for property located at 120 North 'E' Street.

HISTORY/BACKGROUND

In 2000, the Redevelopment Agency initiated rehabilitation activities at the former Depot Building located at 120 North 'E' Street. A key objective of the project was to provide a centralized office location for the Madera District Chamber of Commerce.

SITUATION

The original ten (10) year lease was approved on November 14, 2001. The key components of the new lease are as follows:

1. Interior space – 1,739 sf
2. Fair market value – Rents in the "central business district" vary; however, a rate of \$0.65 psf is being utilized. This would equate to \$1,130.00 monthly or \$13,560.00 annually.
3. Cash/Services – The lease provides for \$1,200.00 annually in cash and \$57,962.00 in services to the community.
4. Building Maintenance – The Successor Agency will be responsible for roof and maintenance of the HVAC system. All other maintenance activities are the responsibility of the Madera District Chamber of Commerce.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution acknowledging and approving extending the lease agreement between the Successor Agency and the Madera District Chamber of Commerce for a period of ten (10) years.

JET:sb

Attachment:

- Resolution (Agency)
- Lease Agreement

RESOLUTION NO. OB 12-__

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY APPROVING A TEN YEAR EXTENSION OF THE LEASE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AND THE MADERA DISTRICT CHAMBER OF COMMERCE FOR LEASE OF AGENCY-OWNED PROPERTY REFERRED TO AS THE DEPOT BUILDING LOCATED AT 120 NORTH 'E' STREET

WHEREAS, the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency has been appointed pursuant to the provision of Health and Safety Code Section 34179; and

WHEREAS, Health and Safety Code Section 34180(h) requires Oversight Board approval for any request by the Successor Agency to enter into an agreement; and

WHEREAS, the Successor Agency to the former Madera Redevelopment Agency (the 'Agency') is the owner of a parcel of land at 120 North 'E' Street in the City of Madera on which is located the Depot Building; and

WHEREAS, the Madera District Chamber of Commerce ('Chamber') has requested that the Successor Agency extend the lease of the Depot Building located at 120 North 'E' Street for a period of ten (10) years; and

WHEREAS, a proposed lease agreement (the 'Agreement') has been prepared in connection with this request and is on file in the office of the Executive Director of the Successor Agency and referred to for full particulars; and

WHEREAS, the lease of the Depot Building to the Chamber will enhance transportation services and further activities which will meet the objectives of the City of Madera Successor Agency; and

WHEREAS, the fair market value of the lease of such property does not exceed the rental rate under the terms of the proposed Agreement; and

WHEREAS, on May 9, 2012 the Successor Agency approved the Agreement to extend the lease for a period of ten (10) years of the Depot Building located at 120 North 'E' Street to the Chamber, subject to approval by the Oversight Board; and

WHEREAS, the Agreement is presented to the Oversight Board for its consideration at a special meeting of the Oversight Board held on May 9, 2012.

NOW, THEREFORE the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency of the City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Oversight Board at its meeting held May 9, 2012 reviewed and considered the Agreement between the Successor Agency to the former Madera Redevelopment Agency and the Madera District Chamber of Commerce.
3. The Agreement between the Successor Agency to the former Madera Redevelopment Agency and the Madera District Chamber of Commerce is on file in the office of the Executive Director of the Successor Agency and referred to for full particulars is hereby approved by the Oversight Board.
4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:

Sandi Brown, Agency Secretary

COPY

AMENDMENT TO LEASE AGREEMENT BETWEEN THE MADERA REDEVELOPMENT
AGENCY AND THE MADERA DISTRICT CHAMBER OF COMMERCE

This Amendment to the previous agreement titled "Lease Agreement" dated November 14, 2001, is made and entered into this 9th day of May 2012, by and between the Successor Agency of the Former Madera Redevelopment Agency, hereinafter called "Lessor," and the Madera District Chamber of Commerce, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, the Madera Redevelopment Agency and Lessee entered into an agreement dated November 14, 2001, to contract with Lessor to provide the use of property by the Lessee (the "Agreement"); and

WHEREAS, pursuant to Health and Safety Code section 34175(b) the assets of the former Redevelopment Agency were transferred by operation of law to the Successor Agency to the former Redevelopment Agency

WHEREAS, Successor Agency, herein after referred to as "Lessor", and Lessee desire to modify said Agreement by adding and or changes the terms of the previous agreement to extend the lease, change the lease rate, and set responsibilities for building maintenance.

NOW THEREFORE, it is hereby agreed that the Lease Agreement between the parties is amended in the following particulars only:

Section 1. Section 2 of the Agreement "Term" is amended to read as follows:

2. Term. The term of this agreement shall commence on December 1, 2001 or as soon as Lessee takes possession of the Premises but in no event later than January 1, 2002 and shall run though May 9, 2022. The lease shall be automatically renewed on an annual basis thereafter unless one of the parties hereto provides notice at least 60 days before the expiration of the lease that they do not want to extend the lease. Upon receipt of such notice the lease shall expire at the end of its then one year term.

Section 2. Section 3 of the Agreement, "Lease Rate" is amended to add 3.9.1 to section 3 as follows:

3. Lease Rate.

3.9.1 Annually Lessee shall host the Mayor's Prayer Breakfast with the MMA.

Section 3. Section 20 of the Agreement, "Notices" is amended to read as follows:

20. Notices. Any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States Mail, first-class postage prepaid, addressed as follows:

Lessor

City of Madera, as Successor
Agency To the former
Madera Redevelopment Agency
c/o Jim Taubert, Executive Director
428 East Yosemite Avenue
Madera, CA 93638

Lessee:

Madera District Chamber of Commerce
120 E. North Street
Madera, Ca 93638

Either Party may change its address for purposes of this paragraph by giving written notice of the to the other party in the manner provided in this section 20.

Section 4. Exhibit "A" attached to this Amendment shall be added to and become a part of the original Agreement as Exhibit 'C'.

Section 5. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

CITY OF MADERA AS SUCCESSOR
AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY

MADERA DISTRICT CHAMBER
OF COMMERCE

By: _____
Brett Frazier, Mayor

By: _____

ATTEST:

By: _____

By: _____
Sandi Brown, Agency Secretary

APPROVED AS TO FORM:

By: _____
J. Brent Richardson,
General Counsel

CONTRACT ITEM NUMBER & DESCRIPTION	Staff Time Cost	Other Costs	Annual Cost
3.1 Business, Community and Educational Programs/Partnerships	1771.00	2700.00	4471.00
3.2 Economic Profile – City of Madera	920.00	350.00	1270.00
3.3 Madera Business Extravaganza	2783.00	7120.00	9903.00
3.4 Pomegranate Festival	8832.00	10,500.00	19332.00
3.5 Promote economic development through local tourism and support community events Downtown Events i.e. Wine Stroll, Old Timers Day Parade, Halloween Parade, etc...Host and maintain community calendar	3588.00	1200.00	4788.00
3.6 Home Buyer Educational Services on foreclosures and other areas of need	540.00	750.00	1290.00
3.7 Graffiti and Neighborhood Watch Collaboration and Support with established programs and law enforcement	900.00	1050.00	1950.00
3.8 Promote and support the Citizens Academy for leadership development	345.00	300.00	645.00
3.9 Create Inter-Service Club Council/Project and annually publish an up to date Clubs and Organizations Guide	1656.00	850.00	2506.00
New Item: Host Mayor's Prayer Breakfast with MMA	1955.00	7700.00	9655.00
3.10 Transportation Information etc...	1152.00	1000.00	2152.00
3.10 D Map – not included in total annual amount as map is published as needed	3312.00	175,000.00 (min.)	17,8312.00
TOTAL COST OF SERVICES	24,442.00	33,520.00	57,962.00

STAFF TIME IS EXPENSED AT \$23.00 AN HOUR

OTHER COSTS CALCULATED INCLUDE ONE OR MORE OF THE FOLLOWING: FAXING, COPIES, OFFICE SUPPLIES, SOFTWARE, HARDWARE, ELECTRONIC COMMUNICATIONS, POSTAGE, MISCELLANEOUS SUPPLIES AND POSTAGE. COSTS AND PERCENTAGES OF EXPENSES HAVE BEEN BASED ON THE FOLLOWING ITEMS:

(EVENTS I.E. EXTRAVAGANZA, POMEGRANATE FESTIVAL MAYOR'S PRAYER BREAKFAST INCLUDES ADDITIONAL ITEMS NOT MENTIONED SUCH AS EQUIPMENT RENTALS, PERMITS, ENTERTAINMENT, ETC)

AVERAGE MONTHLY COST OF SERVICES PROVIDED BY CHAMBER:	\$4,830.16
MONTHLY CASH PAYMENT	100.00
TOTAL MONTHLY PAYMENT BY CHAMBER	\$4,930.16

AVERAGE MONTHLY COST OF LEASE:	\$1,130.35
(SQUARE FEET 1,793 @ .65 FAIR MARKET VALUE)	

REPORT TO THE OVERSIGHT BOARD

SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: May 9, 2012

AGENDA ITEM NUMBER: 4.1

APPROVED BY:



Executive Director

Subject: Consideration of a Resolution Approving the Adoption of the Amended Recognized Obligation Payment Schedule (ROPS) for the Period Covering January 1, 2012 through June 30, 2012

Summary: The Oversight Board will consider a resolution approving the amended Recognized Obligation Payment Schedule (ROPS) for the period from January 1, 2012 through June 30, 2012.

HISTORY/BACKGROUND

AB x1 26 required the submittal of our ROPS to the California Department of Finance for review. Their comments are as follows:

- Low-Mod Housing Set Aside is not an enforceable obligation
- Handicapped Ramp Project does not qualify primarily because our agreement is with the City of Madera.
- Certain administrative costs have been reclassified.

Although we have submitted additional information to the DOF, the attached amended ROPS reflects their requested changes.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution approving the amended Recognized Obligation Payment Schedule (ROPS) for the period January 1, 2012 through June 30, 2012.

JET:sb

Attachment:

- Amended ROPS
- Resolution

RESOLUTION NO. OB 12-__

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY
APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT
SCHEDULE FOR THE PERIOD JANUARY 1, 2012 THROUGH JUNE
30, 2012**

WHEREAS, the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency has been appointed pursuant to the provision of Health and Safety Code Section 34179; and

WHEREAS, Health and Safety Code Section 34177(l)(2)(B) and 34180(g) require the approval of the Recognized Obligation Payment Schedule (ROPS) by the Oversight Board; and

WHEREAS, an amended Recognized Obligation Payment Schedule for the period January 1, 2012 through June 30, 2012 has been prepared in a format provided by the California Department of Finance; and

WHEREAS, on May 9, 2012 the Successor Agency to the former Madera Redevelopment Agency approved the amended Recognized Obligation Payment Schedule for the period January 1, 2012 through June 30, 2012; and

WHEREAS, the amended Recognized Obligation Payment Schedule, in a form approved by the Successor Agency to the former Madera Redevelopment Agency, is presented to the Oversight Board for its consideration at a special meeting of the Oversight Board held on May 9, 2012.

NOW, THEREFORE, the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency hereby finds, orders, and resolves:

1. The above recitals are true and correct;
2. The Oversight Board has reviewed and considered the amended Recognized Obligation Payment Schedule for the period January 1, 2012 through June 30, 2012 as presented by the Successor Agency to the former Madera Redevelopment Agency.
3. The amended Recognized Obligation Payment Schedule for the period January 1, 2012 through June 30, 2012, as set forth in Exhibit A attached hereto and by this reference incorporated herein is hereby approved by the Oversight Board.
4. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Brett Frazier, Chairperson

ATTEST:

Sandi Brown, Agency Secretary

UPDATED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AS OF MAY 9, 2012 - FY 2012 JANUARY THROUGH JUNE
Per AB 208, 2009 AB 34167 and 34169

Line	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation 6/30/11		Fund ¹	Jan	Feb	Mar	Apr	May	Jun	Total
Payable from the Redevelopment Property Tax Trust Fund (RPTTF)													
1	1998 Tax Allocation Bond	BNYMellon	Bonds issue to fund RDA projects	10,211,274	671,561	5			146,315			261,315	407,630
2	2003 Tax Allocation Bond	BNYMellon	Bonds issue to fund RDA projects	28,736,321	2,207,404	5			399,609			909,610	1,309,219
3	2008A Tax Allocation Bond	BNYMellon	Bonds issue to fund non-housing projects	49,899,395	2,560,024	5			629,778			969,780	1,599,558
4	2008B Tax Allocation Bond	BNYMellon	Bonds issue to fund housing projects	7,720,777	428,619	5			95,797			165,800	261,597
5	BNYMT Trustee fees 1998 Series	BNYMellon	Trustee Fees	56,000	3,500	5						3,500	3,500
6	BNYMT Trustee fees 2003 Series	BNYMellon	Trustee Fees	73,500	3,500	5						3,500	3,500
7	BNYMT Trustee fees 2008 Series & Arbitrage	BNYMellon	Trustee Fees	195,000	7,500	5						7,500	7,500
8	Arbitrage Calculations - contract	Cal Muni	Bond Required Arbitrage calc	65,000	2,500	5						2,500	2,500
9	Bond Disemination	Orrick	Bond Requirement	52,000	2,000	5						2,000	2,000
10	State CalHFA Loan HELP	Management	Semi annual rpts, loan invoicing, monitoring, pymts to CalHFA	45,598	6,514	5	543	543	543	543	543	543	3,258
11	Annual Audit Project management	Personnel Staff	Life of Plan 2040	80,220	2,865	5						2,865	2,865
12	Continuing Disclosure Rpt	Personnel Staff	Bond Requirement	115,192	4,114	5			4,114				4,114
13	Annual Report	Personnel Staff	Bond Requirement	329,784	11,778	5					5,334	6,444	11,778
14	5 Year Imp Plan	Personnel Staff		129,483		5							0
15	Statement of Indebtedness	Personnel Staff		153,608	5,486	5						5,486	5,486
16	State Controllers Report	Personnel Staff		153,608	5,486	5						5,486	5,486
17	HCD Report	Personnel Staff		172,676	6,167	5						6,167	6,167
18	Standard & Poors Report	Personnel Staff	Bond Requirement	153,608	5,486	5		5,486					5,486
19	AB 987 Reporting	Personnel Staff		143,892	5,139	5						5,139	5,139
20	Affordable Housing Monitoring	Personnel Staff		345,352	12,334	5							0
21	Property Management	Personnel Staff	Facility and Lot maintenance	82,260	16,452	5	1,371	1,371	1,371	1,371	1,371	1,371	8,226
22	Public Notice Requirement	Personnel Staff	Agenda	30,835	6,167	5	514	514	514	514	514	514	3,084
23	SA & Oversight Board Meeting pre & post	Personnel Staff	18 Mtg/Yr 60hrs each	393,100	78,620	5		4,368	4,368	4,368	4,368	4,368	21,840
24	OSCA GRANT	Personnel Staff	Site Monitoring, grant mgmt	27,746	13,873	5	1,156	1,156	1,156	1,156	1,156	1,156	6,936
25	Required Public Noticing	H&S Code 34433	77 parcels @ \$250 + 4hrs each	35,078		5							0
26	Replacement Housing Obligation program cost		Adm & Management	140,000		5							0
27	Commercial Property Liquidation		Commercial Properties	175,000	15,000	5							0
28	Annual Audit - Contract Cost	Caporicci & Larson, Inc	Bond Requirement	112,000	4,000	5						4,000	4,000
29	Insurance Premiums		Liability, Property Insurance	55,000	11,000	5							0
30	Oversight Board			TBD		5							0
31	Herbicide Property Maintenance		Weed Control on SA properties	35,000	7,000	5			1,800	1,200			3,000
32	Property Tax Services	Fraser & Associates	Property Tax Services	28,000		5							0
33	City Services	City of Madera	Legal Services, Human Resources, Finance	675,085	135,017	5							0
34	Successor Agency Board Members		Salaries Board Members	10,800	2,160	5							0
35	SA OB Web Development	Emo Creative	H&S 34179 Web Site development	4,900	4,900	5					4,900		4,900
36	Employee Leave Balances			TBD		5							0
37	Arborpoint	Pacific West Communities	Arborpoint Apt Affordable Housing Grant	412,500		5							0
38	Riverside Villas		Storm drainage	289,324		5							0
39	Midtown Village Subdivision		\$1,126,000 Expensed to Date	924,000		5							0
40	MUSD 308 S. J Street		Update Plans		4,000	5		3,000	1,000				4,000
41	County of Madera Courthouse Agmt	County Of Madera	Court House Building	950,000		5							0
42	Tribune - Honda Construction Loan			400,000		5							0
43	Avenue 16 Landscape Project		\$138,800 Expensed to Date	302,500		5							0
44	Downtown Streetscape		\$41,652 Expensed to Date			5							0
45	Sonora/Green/Columbia/Sierra Improvement project		\$46,000 Expensed to Date			5							0
46	Laurel Linear Park		\$25,096 Expensed to Date			5							0
47	Airport Infrastructure Master Plan		\$89,499 Expensed to Date	33,000		5							0
48	Southwest Industrial Park Master Plan	NorthStar	Madera Industrial Area (Agmt \$136,629 + 10% Contingency-	121,000		5							0
49	"E" Street Improvement Project		\$118,087 Expensed to Date			5							0
50	TOTAL PAYABLE FROM THE REDEVELOPMENT PROPERTY TAX TRUST FUND			104,069,416	6,250,166		3,584	16,438	1,286,365	9,152	18,186	2,369,044	3,702,769

¹Fund

1. Low and Moderate Income housing Fund
2. Bond Proceeds
3. Reserve balances
4. Administrative Cost Allowance
5. Redevelopment Property Tax Trust Fund
6. Other revenue sources

UPDATED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AS OF MAY 9, 2012 - FY 2012 JANUARY THROUGH JUNE
Per AB 26 - Section 34167 and 34169

Line	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation 6/30/11		Fund ¹	Jan	Feb	Mar	Apr	May	Jun	Total
51							Payable From the Administrative Allowance Allocation						
52	Successor Agency Employee Cost	Successor Agency	Payroll Cost	675,000	135,000	5	22,500	22,500	22,500	22,500	22,500	22,500	135,000
53	Other SA Admin Costs	Successor Agency	Administrative Costs	575,000	115,000	5	19,165	19,167	19,167	19,167	19,167	19,167	115,000
54	TOTAL PAYABLE FROM THE ADMINISTRATIVE ALLOWANCE ALLOCATION				250,000		41,665	41,667	41,667	41,667	41,667	41,667	250,000

¹Fund
1. Low and Moderate Income housing Fund
2. Bond Proceeds
3. Reserve balances
4. Administrative Cost Allowance
5. Redevelopment Property Tax Trust Fund
6. Other sources

UPDATED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AS OF MAY 9, 2012 - FY 2012 JANUARY THROUGH JUNE
Per AB 26 34167 and 34169

Line	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation 6/30/11		Fund ¹	Jan	Feb	Mar	Apr	May	Jun	Total
55							Payable from Other Revenue Sources						
56	AT&T		428 E Yosemite Underground Utilities	5,805	5,805	2						5,805	5,805
57	PG&E		Adell St Underground Utilities	13,282	13,282	2			13,282				13,282
58	PG&E		Clark/Owens Underground Utilities	3,374	3,374	2			3,374				3,374
59	Adell Imp Project	Quad Knopf	Engineering/Surveying - Adell Improvement Project (Contract for \$128,120 + 10% - \$140,900; CO \$5,150) Proj No. 90058	33,979	33,979	2							0
60	Adell Improvement Project		\$133,940 Expensed to Date	1,630,000		2							0
61	Ave 16 Improvements	Blair, Church and Flynn	Ave 16 - 3rd Amend-\$10,500 Proj No. 206-0427 - EW2 & 4th Amend-\$44,400- Proj No. 206-0427	6,102		2							0
62	Canal Relocation	Quad Knopf	Eng Srv - Relocation of MID Canal between 7th & E Streets relocating to Clinton ROW Proj No. 90222	63,690		2							0
63	Laurel Linear Park	Blair, Church & Flynn	Eng Srv-Sunset/Laurel/Riverview Linear Park Project- No. 209-0326	31,900		2							0
64	428 Yosemite Plaza	Ross Recreation Equipm	Benches (3) and Trash Receptacle (2) at 428 E Yosemite Ave Office	6,109	6,109	2					6,109		6,109
65	Lake St median project	City of Madera - Engineer	Reimbursement Agmt - Lake St Median Proj (total proj cost \$170,000)	85,000		2							0
66	Housing Bond Fund Obligations		2008B Tax Exempt Bond Proceeds	810,098		2							0
67	Riverwalk Subdivision		\$5,135,000 Expensed to Date	1,210,000		2							0
68	Riverwalk Subdivision		Property Acquisition	270,250		2							0
69	Lake/Adell Street Project	City of Madera	Reimburse Agmt for Eng Srv - Lake/Adell - Contract with Yamabe/Horn	16,289		2							0
70	Demo 14	Giersch & Associates	Demo - Eng Services	176,590		2							0
71	Sunrise Park	Madera Sunrise Rotary C	OPC Project-Entry Sign at Sunrise Rotary Sports Complex	11,428		2							0
72	Central Madera Street Project	Blair, Church & Flynn	Eng/Design - Central Madera Residential District Proj No. 208-0541 (Split: 40% - 2002-3802; 60% - 5002-3802)	65,513		2							0
73	Operation Civic Pride	Madera Coalition for Com	Planting of Community Garden - Lake & 4th - Operation Civic Pride	11,706		2							0
74	Midtown Village	Precision Engineering	6th & Sycamore Subdivision(Midtown) - Civil Eng. Srv #08-131	15,545		2							0
75	Midtown Village	TRIAD	6th & Sycamore Subdivision(Midtown) - Precise Plan Project No.8077	9,320		2							0
76	Midtown Village	California Utility Consulta	Utility Project Mgmt Services - 6th & Sycamore Subdivision	29,500		2							0
77	Midtown Village	Technicon Eng. Services	Geotech Eng Services - Midtown Subdivision (6th/Sycamore)	3,710		2							0
78	Project Operations		Contract Services	60,750	12,150	2	1,013	1,013	1,013	1,013	1,013	1,013	6,078
79	Project Operations		Utilities	108,000	21,800	2	1,800	1,800	1,800	1,800	1,800	1,800	10,800
80	Project Operations		Profession Dues & Assessments	23,225	5,645	2	524	524	524	524	524	524	3,144
81	Project Operations		Other Supplies	48,420	9,684	2	807	807	807	807	807	807	4,842
82	Riverwalk Subdivision	California Utility Consulta	Utility Project Mgmt Services - Riverwalk Subdivision	49,500		2							0
83	East Yosemite Widening Project		\$976,248 Expensed to Date			2							0
84	Elm & Yosemite Traffic Signal		DDA - Impact Fees may fund project	412,500		2							0
85	Successor Agency Employee Cost		Project Management	220,000	44,000	2							0
86	TOTAL Bond			5,431,585									0

¹Fund
1. Low and Moderate Income housing Fund
2. Bond Proceeds
3. Reserve balances
4. Administrative Cost Allowance
5. Redevelopment Property Tax Trust Fund
6. Other revenue sources

UPDATED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AS OF MAY 9, 2012 - FY 2012 JANUARY THROUGH JUNE
Per AB 26 - Section 34167 and 34169

Line	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation 6/30/11		Fund ¹	Jan	Feb	Mar	Apr	May	Jun	Total
87	California Conservation Corps (6/8/11)	California Conservation Corps	2011/12 Graffiti Abatement Crew - Contracted Services	29,084	29,084	3	4,847	4,847	4,847	4,847	4,847	4,847	29,082
88	Property Maintenance 428 Yosemite			60,000	12,000	3	1,000	1,000	1,000	1,000	1,000	1,000	6,000
89	Property Maintenance 120 N. E St.			140,000	5,000	3	417	417	417	417	417	417	2,502
90	Server upgrade		Server, switch, software, licensing	25,600	25,600	3							0
91	Replacement Housing Obligation		Loan & Incentives	1,240,000		3							0
92	Bond Reserve Requirement			2,990,643		3							0
93													
94	TOTAL Reserve			4,485,327									
95	NSP3 Projects		Project Management	205,710	27,428	6			6,857	6,857	6,857	6,857	27,428
96	Abandoned Vehicle Authority		Management	13,715	2,743	6							0
97	Waste Tire Grant Management		Management	16,456	4,114	6							0
98	CDBG		Management	216,132	72,044	6							0
99	Property Maintenance 5 E. Yosemite			140,000	5,000	6							0
100	State CalHFA Loan HELP	CALHFA	Loan for affordable Multi Family hous	1,068,582	132,153	6							0
101	Soil Remediation 1350 Yose	Krazan and Associates	EIR Soil and Grdwater Remediation -	177,802	177,802	6	29,634	29,634	29,634	29,634	29,634	29,634	177,804
102													
103	TOTAL Other			1,838,397									
104													
105	TOTAL PAYABLE FROM OTHER REVENUE SOURCES				648,596		40,042	40,042	63,555	46,899	53,008	52,704	296,250

¹Fund
1. Low and Moderate Income housing Fund
2. Bond Proceeds
3. Reserve balances
4. Administrative Cost Allowance
5. Redevelopment Property Tax Trust Fund
6. Other sources

UPDATED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AS OF MAY 9, 2012 - FY 2012 JANUARY THROUGH JUNE
Per AB 26 - Section 34167 and 34169

Line	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation 6/30/11		Fund ¹	Jan	Feb	Mar	Apr	May	Jun	Total
106													
107	PASS THOURGH PAYMENTS												
108	RDAM12011M1	COUNTY GENERAL	PASS THRU PAYMENTS	43,897,523	1,130,699	5						565,350	565,350
109	RDAM12011M1	CITY OF MADERA	PASS THRU PAYMENTS	0	0	5						0	0
110	RDAM12011M1	MADERA CEMETERY	PASS THRU PAYMENTS	4,077,262	105,021	5						52,511	52,511
111	RDAM12011M1	MADERA CO FLOOD	PASS THRU PAYMENTS	1,067,248	27,490	5						13,745	13,745
112	RDAM12011M1	MADERA MOSQUITO AB	PASS THRU PAYMENTS	6,390,186	164,597	5						82,299	82,299
113	RDAM12011M1	MADERA UNIFIED	Section 33676 Payments	16,944,962	436,463	5						218,232	218,232
114	RDAM12011M1	STATE CTR COMM COL	PASS THRU PAYMENTS	2,551,560	65,722	5						32,861	32,861
115	RDAM12011M1	CHILD DEVELOPMENT	PASS THRU PAYMENTS	19,783	510	5						255	255
116	RDAM12011M1	CHILD INSTITUTIONS	PASS THRU PAYMENTS	39,845	1,026	5						513	513
117	RDAM12011M1	DEPT OF EDUC	PASS THRU PAYMENTS	196,704	5,067	5						2,534	2,534
118	RDAM12011M1	EDUC HANDICAPPED	PASS THRU PAYMENTS	2,146	55	5						28	28
119	RDAM12011M1	EQUAL AID	PASS THRU PAYMENTS	1,016,369	26,179	5						13,090	13,090
120	RDAM12011M1	JUVENILE HALL EDUC	PASS THRU PAYMENTS	19,409	500	5						250	250
121	RDAM12011M1	PHYSICALLY HANDICAP	PASS THRU PAYMENTS	341,714	8,802	5						4,401	4,401
122	RDAM12011M1	R O P	PASS THRU PAYMENTS	101,525	2,615	5						1,308	1,308
123	RDAM12011M1	TRAINABLE RETARDED	PASS THRU PAYMENTS	95,647	2,464	5						1,232	1,232
124	RDAMADERA2											0	0
125	AB 1290 PASS THRU	COUNTY GENERAL	PASS THRU PAYMENTS	2,639,250	52,043	5						26,022	26,022
126	AB 1290 PASS THRU	CITY OF MADERA	PASS THRU PAYMENTS	0	0	5						0	0
127	AB 1290 PASS THRU	MADERA CEMETERY	PASS THRU PAYMENTS	230,038	4,536	5						2,268	2,268
128	AB 1290 PASS THRU	MADERA CO FLOOD	PASS THRU PAYMENTS	66,904	1,319	5						660	660
129	AB 1290 PASS THRU	MADERA MOSQUITO AB	PASS THRU PAYMENTS	360,533	7,109	5						3,555	3,555
130	AB 1290 PASS THRU	MADERA UNIFIED	PASS THRU PAYMENTS	5,677,233	111,950	5						55,975	55,975
131	AB 1290 PASS THRU	STATE CTR COMM COL	PASS THRU PAYMENTS	854,874	16,857	5						8,429	8,429
132	AB 1290 PASS THRU	CHILD DEVELOPMENT	PASS THRU PAYMENTS	6,628	131	5						66	66
133	AB 1290 PASS THRU	CHILD INSTITUTIONS	PASS THRU PAYMENTS	13,350	263	5						132	132
134	AB 1290 PASS THRU	DEPT OF EDUC	PASS THRU PAYMENTS	65,904	1,300	5						650	650
135	AB 1290 PASS THRU	EDUC HANDICAPPED	PASS THRU PAYMENTS	720	14	5						7	7
136	AB 1290 PASS THRU	EQUAL AID	PASS THRU PAYMENTS	340,524	6,715	5						3,358	3,358
137	AB 1290 PASS THRU	JUVENILE HALL EDUC	PASS THRU PAYMENTS	6,503	128	5						64	64
138	AB 1290 PASS THRU	PHYSICALLY HANDICAP	PASS THRU PAYMENTS	114,487	2,258	5						1,129	1,129
139	AB 1290 PASS THRU	R O P	PASS THRU PAYMENTS	34,015	671	5						336	336
140	AB 1290 PASS THRU	TRAINABLE RETARDED	PASS THRU PAYMENTS	32,045	632	5						316	316
141	RDA M3		PASS THRU PAYMENTS										0
142	AB 1290 PASS THRU	COUNTY GENERAL	PASS THRU PAYMENTS	92,922	(2,648)	5							0
143	AB 1290 PASS THRU	CITY OF MADERA	PASS THRU PAYMENTS	0	0	5							0
144	AB 1290 PASS THRU	MADERA CEMETERY	PASS THRU PAYMENTS	3,649	(104)	5							0
145	AB 1290 PASS THRU	MADERA CO FLOOD	PASS THRU PAYMENTS	1,062	(30)	5							0
146	AB 1290 PASS THRU	MADERA MOSQUITO AB	PASS THRU PAYMENTS	5,719	(163)	5							0
147	AB 1290 PASS THRU	FIRST INDUS FIRE	PASS THRU PAYMENTS	0	0	5							0
148	AB 1290 PASS THRU	MAINTENANCE NO 21	PASS THRU PAYMENTS	0	0	5							0
149	AB 1290 PASS THRU	SERVICE AREA NO 03	PASS THRU PAYMENTS	0	0	5							0
150	AB 1290 PASS THRU	MADERA UNIFIED	PASS THRU PAYMENTS	90,063	(2,566)	5							0
151	AB 1290 PASS THRU	STATE CTR COMM COL	PASS THRU PAYMENTS	13,562	(387)	5							0
152	AB 1290 PASS THRU	CHILD DEVELOPMENT	PASS THRU PAYMENTS	105	(3)	5							0
153	AB 1290 PASS THRU	CHILD INSTITUTIONS	PASS THRU PAYMENTS	212	(6)	5							0
154	AB 1290 PASS THRU	DEPT OF EDUC	PASS THRU PAYMENTS	1,045	(30)	5							0
155	AB 1290 PASS THRU	EDUC HANDICAPPED	PASS THRU PAYMENTS	12	0	5							0
156	AB 1290 PASS THRU	EQUAL AID	PASS THRU PAYMENTS	5,402	(154)	5							0
157	AB 1290 PASS THRU	JUVENILE HALL EDUC	PASS THRU PAYMENTS	103	(3)	5							0
158	AB 1290 PASS THRU	PHYSICALLY HANDICAP	PASS THRU PAYMENTS	1,816	(52)	5							0
159	AB 1290 PASS THRU	R O P	PASS THRU PAYMENTS	539	(15)	5							0
160	AB 1290 PASS THRU	TRAINABLE RETARDED	PASS THRU PAYMENTS	509	(15)	5							0
161	TOTAL			87,421,611	2,176,960		0	0	0	0	0	1,091,576	1,091,576

¹Fund
1. Low and Moderate Income housing Fund
2. Bond Proceeds
3. Reserve balances
4. Administrative Cost Allowance
5. Redevelopment Property Tax Trust Fund
6. Other revenue sources

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: May 9, 2012

AGENDA ITEM NUMBER: 4.2

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving the Recognized Obligation Payment Schedule (ROPS) for the Period Covering July 1, 2012 through December 31, 2012

Summary: The Oversight Board will consider approving the Recognized Obligation Payment Schedule (ROPS) for the period covering July 1, 2012 through December 31, 2012.

HISTORY/BACKGROUND

On April 11, 2012, the Successor Agency/Successor Housing Agency approved the third updated ROPS for the period January 1, 2012 through June 30, 2012. The approved document was provided to the County Auditor, State Controller's Office and the Department of Finance. Per ABx1 26, the Department of Finance utilized the ten (10) day review period to request additional information on the following projects:

- Riverwalk Subdivision
- Housing Bond Fund Obligations
- Adell Improvement Project
- E Street Improvement Project

A copy of our response is attached.

SITUATION

ABx1 26 requires the adoption of a new ROPS by May 11, 2012. Projects that have been removed include:

- Downtown Streetscape Project
- Sonora/Green/Columbia/Sierra Improvement Project
- E Street Improvement Project
- East Yosemite Widening Project

There are several projects with "open" purchase orders that have been either completed or substantially completed. They will be closed out before our next ROPS and include the following:

- 1) 428 East Yosemite Avenue Underground Utilities - \$5,805.00
- 2) Adell Street Underground Utilities - \$13,282.00

- 3) Clark/Owens Underground Utilities - \$3,374.00
- 4) Lake Street Median Project - \$85,000.00
- 5) Lake/Adell Street Project - \$16,289.00
- 6) Demolition XIV Project - \$176,590.00
- 7) Central Madera Street Project - \$65,513.00
- 8) Sunrise Park - \$11,428.00 (Sunrise Rotary Monument – Operation Civic Pride project)
- 9) Operation Civic Pride - \$11,706.00 (Madera Coalition for Community Justice Community Garden project)

All these projects were funded with bond proceeds. There continues to be a lack of clarity on how these funds can be utilized.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution approving the Recognized Obligation Payment Schedule (ROPS) for the period covering July 1, 2012 through December 31, 2012.

JET:sb

Attachments:

- ROPS for 7/1/12 through 12/31/12
- Resolution



COPY

428 East Yosemite Avenue

Madera, California, 93638

Phone: (559) 661-5110

Fax: (559) 674-7018

MEMORANDUM

TO: Susana Medina Jackson, DOF

FROM: Jim Taubert, Executive Director
Successor Agency/Successor Housing Agency to the former
Madera Redevelopment Agency

DATE: April 24, 2012

RE: MADERA ROPS QUESTIONS

Per your request, attached is additional information on the following:

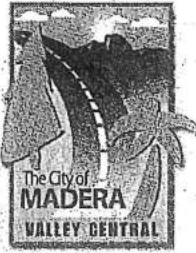
1. **Riverwalk Subdivision** – To date, we have spent in excess of \$5 million on property acquisition, planning, engineering and design. We were out to bid in April, 2010 for improvements as described in the attached engineer's estimate. We ultimately cancelled the bid due to the following:
 - a) \$800,000.00± decline in property tax increment
 - b) SERAF shift of \$3.1 million to the State of California
 - c) Contribution of \$4.2 million to the State of California for the construction of the new Madera County Courthouse and parking facility.Due to the importance of the courthouse project, all of the other projects were temporarily suspended. The \$1.2 million Riverwalk Project was not awarded as per the attached memo. Due to the substantial investment in the project, the Successor Agency and Oversight Board voted to complete the project if AB1585 is passed.
2. **Housing Bond Fund Obligation** – The courthouse project and Riverwalk Subdivision project resulted in the demolition and displacement of 51 housing units. Relocation benefits were paid to the previous property owners, but the Agency is required by statute to meet the replacement housing obligations created by these two projects. Based upon legal advice we have received, ABx1 26 does not relieve us from this obligation.
3. **Adell Improvement Project** – To date, we have agreements for design and engineering only. Construction funding was approved by the Successor Agency and Oversight Board subject to the passage of SB986.
4. **E Street Improvement Project** – Given the lack of significant progress, the Successor Agency and Oversight Board terminated this project.

Please contact me if we can provide any additional information.

cc: Marcia Hall, Auditor Madera County
Jim Boyajian, Madera County Auditor's Office
City Attorney, B. Richardson
Business Manager, B. Wilson
File

MADERA REDEVELOPMENT AGENCY
ENGINEER'S ESTIMATE OF PROBABLE COST
FOR
RIVERWALK DRIVE IMPROVEMENT PROJECT
May 3, 2010

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT ESTIMATE	EXTENSION
1	Mobilization	1 ls @	\$3,000.00 =	\$3,000.00
2	Traffic Control, Public Convenience and Safety	1 ls @	\$2,500.00 =	\$2,500.00
3	Dust Control	1 ls @	\$4,500.00 =	\$4,500.00
4	Misc. Demolition	1 ls @	\$10,500.00 =	\$10,500.00
5	Clearing and Grubbing	74,300 sf @	\$0.15 =	\$11,145.00
6	Sawcutting	1 ls @	\$2,750.00 =	\$2,750.00
7	Concrete/Asphalt Removal	31,500 sf @	\$1.25 =	\$39,375.00
8	Tree Removal	16 ea @	\$550.00 =	\$8,800.00
9	Concrete Curb and Gutter	3,090 lf @	\$23.50 =	\$72,615.00
10	Concrete Drive Approaches and Driveways	2,150 sf @	\$6.50 =	\$13,975.00
11	Concrete Sidewalk	18,950 sf @	\$5.25 =	\$99,487.50
12	Concrete Disabled Ramps	6 ea @	\$1,250.00 =	\$7,500.00
13	Asphalt Structural Section	51,200 sf @	\$4.25 =	\$217,600.00
14	Earthwork - Export	750 cy @	\$12.50 =	\$9,375.00
15	8' High Ornamental Welded Steel Fencing	1,165 lf @	\$112.50 =	\$131,062.50
16	12" PVC C900 Water Line, CL305	415 lf @	\$85.00 =	\$35,275.00
17	12" PVC C900 Water Line, CL235	1,297 lf @	\$75.00 =	\$97,275.00
18	12" Gate Valves	2 ea @	\$1,750.00 =	\$3,500.00
19	Fire Hydrant Assembly with Gate Valve	5 ea @	\$4,750.00 =	\$23,750.00
20	Air Release Valve	1 ea @	\$2,250.00 =	\$2,250.00
21	2" Irrigation Service	2 ea @	\$4,500.00 =	\$9,000.00
22	1" Domestic Water Service	1 ea @	\$3,250.00 =	\$3,250.00
23	Storm Drain Manholes	3 ea @	\$3,750.00 =	\$11,250.00
24	Storm Drain Inlets	4 ea @	\$3,500.00 =	\$14,000.00
25	Contech Storm Water Filtration Manholes, CDS 2025	2 ea @	\$23,400.00 =	\$46,800.00
26	18" RGRCP CL-3 Storm Drain Pipe	466 lf @	\$75.00 =	\$34,950.00
27	12" RGRCP CL-3 Storm Drain Pipe	92 ea @	\$55.00 =	\$5,060.00
28	Signing and Striping	1 ls @	\$7,500.00 =	\$7,500.00
29	Irrigation System	1 ls @	\$69,000.00 =	\$69,000.00
30	Landscaping	1 ls @	\$48,000.00 =	\$48,000.00
31	180 Day Landscape Maintenance Period	1 ls @	\$6,000.00 =	\$6,000.00
32	Street Lighting System and Electrical	1 ls @	\$97,800.00 =	\$97,800.00
33	Miscellaneous Facilities and Operations (5%)	1 ls @	\$57,442.25 =	\$57,442.25
Total:				\$1,210,000.00



ADDENDUM NO. 1

DATE: May 7, 2010
TO: Planholders
RE: CITY OF MADERA REDEVELOPMENT AGENCY
RIVERWALK DRIVE IMPROVEMENT PROJECT
PROJECT No. ST 10-03

This addendum forms a part of the construction documents. It modifies the original project plans and specifications. Bidders are required to acknowledge receipt of this addendum on the sheet included with bid package. Failure to acknowledge receipt of this addendum may subject bidder to disqualification.

PROJECT PREBID CONFERENCE FOR THIS PROJECT IS CANCELED.

BID OPENING FOR THIS PROJECT IS POSTPONED INDEFINITELY.

REFUNDS IN THE AMOUNT OF \$35.00 WILL BE ISSUED TO PLAN HOLDERS. PLEASE ALLOW APPROXIMATELY 30 DAYS FOR THE REFUND.

CONTACT JENNIFER STICKMAN @ 559-661-5418 IF YOU HAVE QUESTIONS.

Keith Brent Helmuth, P.E.
City Engineer

To verify receipt of this Addendum No. 1, please fax this sheet to 559-675-6605

Name of Contractor: _____

Faxed by: _____

Sandi Brown

From: Jim Taubert
Sent: Tuesday, April 24, 2012 8:13 AM
To: Sandi Brown; Bob Wilson
Subject: FW: Madera ROPS questions

From: Medina Jackson, Susana [<mailto:Susana.Medina-Jackson@dof.ca.gov>]
Sent: Tuesday, April 24, 2012 7:52 AM
To: Jim Taubert
Subject: Madera ROPS questions

Good morning Mr. Taubert,

Can you please provide clarification of a few items on the ROPS?

1. River walk Subdivision – It appears the paper work provided had agreements for engineering, planning and utility consultants. Does a construction agreement exist? If so please provide. Also, the amount listed as an obligation is \$1,210,000, what is included in this amount?
2. Housing Bond Fund Obligations – Can you explain what this is? I see in the documents provided different items this could pertain to but clarification is appreciated.
3. Adell Improvement Project – It appears the information provided is for Design and Engineering Services only. Does a construction contract exist for this? The amount listed for the obligation is \$1,630,000. What is included in this amount?
4. E street Improvement – I did not see docs for this included on the disk.

Susana Medina Jackson
Analyst ~ Department of Finance
(916) 322-2985 ext. 3144

RESOLUTION NO. OB 12-__

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY
APPROVING THE RECOGNIZED OBLIGATION PAYMENT
SCHEDULE FOR THE PERIOD JULY 1, 2012 THROUGH DECEMBER
31, 2012**

WHEREAS, the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency has been appointed pursuant to the provision of Health and Safety Code Section 34179; and

WHEREAS, Health and Safety Code Section 34177(l)(2)(B) and 34180(g) require the approval of the Recognized Obligation Payment Schedule (ROPS) by the Oversight Board; and

WHEREAS, a Recognized Obligation Payment Schedule for the period July 1, 2012 through December 31, 2012 has been prepared in a format provided by the California Department of Finance; and

WHEREAS, on May 9, 2012 the Successor Agency to the former Madera Redevelopment Agency approved the Recognized Obligation Payment Schedule for the period July 1, 2012 through December 31, 2012; and

WHEREAS, the Recognized Obligation Payment Schedule, in a form approved by the Successor Agency to the former Madera Redevelopment Agency, is presented to the Oversight Board for its consideration at a special meeting of the Oversight Board held on May 9, 2012.

NOW, THEREFORE, the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency hereby finds, orders, and resolves:

1. The above recitals are true and correct;
2. The Oversight Board has reviewed and considered the Recognized Obligation Payment Schedule for the period July 1, 2012 through December 31, 2012 as presented by the Successor Agency to the former Madera Redevelopment Agency.
3. The Recognized Obligation Payment Schedule for the period July 1, 2012 through December 31, 2012, as set forth in Exhibit A attached hereto and by this reference incorporated herein, is hereby approved by the Oversight Board.
4. This resolution shall become effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Brett Frazier, Chairperson

ATTEST:

Sandi Brown, Agency Secretary

UPDATED RECOGNIZED OBLIGATION PAYMENT SCHEDULE OF MAY 9, 2012 - FY 2012-2013 JULY THROUGH DECEMBER
Per AB 26 - Section 34167 and 34169

Line	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation 6/30/12		Fund ¹	July	Aug	Sept	Oct	Nov	Dec	Total
Payable from the Redevelopment Property Tax trust Fund (RPTTF)													
1	1998 Tax Allocation Bond	BNYMellon	Bonds issue to fund RDA projects	9,539,713	405,014	5			261,315				261,315
2	2003 Tax Allocation Bond	BNYMellon	Bonds issue to fund RDA projects	27,438,527	1,299,019	5			909,610				909,610
3	2008A Tax Allocation Bond	BNYMellon	Bonds issue to fund non-housing projects	48,309,151	1,593,181	5			969,780				969,780
4	2008B Tax Allocation Bond	BNYMellon	Bonds issue to fund housing projects	7,457,958	260,281	5			165,800				165,800
5	BNYMT Trustee fees 1998 Series	BNYMellon	Trustee Fees	52,500	3,500	5						1,500	1,500
6	BNYMT Trustee fees 2003 Series	BNYMellon	Trustee Fees	70,000	3,750	5						3,750	3,750
7	BNYMT Trustee fees 2008 Series & Arbitrage	BNYMellon	Trustee Fees	187,500	4,500	5						4,500	4,500
8	Arbitrage Calculations - contract	Cal Muni	Bond Required Arbitrage calc	62,500	3,900	5						3,900	3,900
9	Bond Disemination	Orrick	Bond Requirement	50,000	2,000	5							0
10	State CalHFA Loan HELP	Management	Semi annual rpts, loan invoicing, monitoring, pymts to CalHFA	39,084	6,514	5	543	543	543	543	543	543	3,258
11	Annual Audit Project management	Personnel Staff	Life of Plan 2040	77,355	2,865	5						2,865	2,865
12	Continuing Disclosure Rpt	Personnel Staff	Bond Requirement	111,078	4,114	5			4,114				4,114
13	Annual Report	Personnel Staff	Bond Requirement	318,006	11,778	5					5,334	6,444	11,778
14	5 Year Imp Plan	Personnel Staff		129,483		5							0
15	Statement of Indebtedness	Personnel Staff		148,122	5,486	5						5,486	5,486
16	State Controllers Report	Personnel Staff		148,122	5,486	5						5,486	5,486
17	HCD Report	Personnel Staff		166,509	6,167	5						6,167	6,167
18	Standard & Poors Report	Personnel Staff	Bond Requirement	148,122	5,486	5		5,486					5,486
19	AB 987 Reporting	Personnel Staff		138,753	5,139	5						5,139	5,139
20	Affordable Housing Monitoring	Personnel Staff		333,018	12,334	5							0
21	Property Management	Personnel Staff	Facility and Lot maintenance	65,838	16,452	5	1,371	1,371	1,371	1,371	1,371	1,371	8,226
22	Public Notice Requirement	Personnel Staff	Agenda	24,668	6,167	5	514	514	514	514	514	514	3,084
23	SA & Oversight Board Meeting pre & post	Personnel Staff	18 Mtg/Yr 60hrs each	384,364	78,620	5		4,368	4,368	4,368	4,368	4,368	21,840
24	OSCA GRANT	Personnel Staff	Site Monitoring, grant mgmt	27,746	13,873	5	1,156	1,156	1,156	1,156	1,156	1,156	6,936
25	Required Public Noticing	H&S Code 34433	77 parcels @ \$250 + 4hrs each	35,078		5							0
26	Replacement Housing Obligation program cost		Adm & Management	140,000		5							0
27	Commercial Property Liquidation		Commercial Properties	175,000	15,000	5							0
28	Annual Audit - Contract Cost	Caporicci & Larson, Inc	Bond Requirement	112,000	4,000	5							0
29	Insurance Premiums		Liability, Property Insurance	55,000	11,000	5							0
30	Oversight Board			TBD		5							0
31	Herbicide Property Maintenance		Weed Control on SA properties	28,000	7,000	5			1,800	1,200			3,000
32	Property Tax Services	Fraser & Associates	Property Tax Services	28,000		5							0
33	City Services	City of Madera	Legal Services, Human Resources, Finance	540,068	135,017	5						135,017	135,017
34	Successor Agency Board Members		Salaries Board Members	10,800	2,160	5							0
35	SA OB Web Development	Emo Creative	H&S 34179 Web Site development	4,900	4,900	5		4,900					4,900
36	Employee Leave Balances			TBD		5							0
37	Arborpoint	Pacific West Communities	Arborpoint Apt Affordable Housing Grant	412,500	412,500	5							0
38	Riverside Villas		Storm drainage	289,324		5							0
39	Midtown Village Subdivision		\$1,126,000 Expensed to Date	924,000		5							0
40	County of Madera Courthouse Agmt	County Of Madera	Court House Building	950,000	950,000	5					950,000		950,000
41	Tribune - Honda Construction Loan			400,000	400,000	5	400,000						400,000
42	Avenue 16 Landscape Project		\$138,800 Expensed to Date	302,500	302,500	5			75,625	75,625	75,625	75,625	302,500
43	Airport Infrastructure Master Plan		\$89,499 Expensed to Date	33,000	33,000	5		33,000					33,000
44	Southwest Industrial Park Master Plan	NorthStar	Madera Industrial Area (Agmt \$136,629 + 10% Contingency-	121,000	121,000	5		121,000					121,000
45													
46	TOTAL PAYABLE FROM THE REDEVELOPMENT PROPERTY TAX TRUST FUND			99,989,287	6,153,703		403,584	172,338	2,395,996	84,777	1,038,911	263,831	4,359,437

¹Fund
1. Low and Moderate income housing Fund
2. Bond Proceeds
3. Reserve balances
4. Administrative Cost Allowance
5. Redevelopment Property Tax Trust Fund
6. Other revenue sources

UPDATED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AS OF MAY 9, 2012 - FY 2012-2013 JULY THROUGH DECEMBER
Per AB 26 - Section 34167 and 34169

Line	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation 6/30/12		Fund ¹	July	Aug	Sept	Oct	Nov	Dec	Total
47							Payable From the Administrative Allowance Allocation						
48	Successor Agency Employee Cost	Successor Agency	Payroll Cost	675,000	135,000	5	11,250	11,250	11,250	11,250	11,250	11,250	67,500
49	Other SA Admin Costs	Successor Agency	Administrative Costs	575,000	115,000	5	9,583	9,583	9,583	9,583	9,583	9,583	57,498
50	TOTAL PAYABLE FROM THE ADMINISTRATIVE ALLOWANCE ALLOCATION				250,000		20,833	20,833	20,833	20,833	20,833	20,833	124,998

¹Fund
1. Low and Moderate Income housing Fund
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6. Other resources

UPDATED RECOGNIZED OBLIGATION PAYMENT SCHEDULE OF MAY 9, 2012 - FY 2012-2013 JULY THROUGH DECEMBER
Per AB 26 - Section 34167 and 34169

Line	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation 6/30/12		Fund ¹	July	Aug	Sept	Oct	Nov	Dec	Total
51							Payable from Other Revenue Sources						
52													
53	Adell Imp Project	Quad Knopf	Engineering/Surveying - Adell Improvement Project (Contract for \$128,120 + 10% - \$140,900; CO \$5,150) Proj No. 90058	33,979		2							0
54	Adell Improvement Project		\$133,940 Expensed to Date	1,630,000		2							0
55	PG&E		Clark/Owens Underground Utilities	3,374		2							
56	Ave 16 Improvements	Blair, Church and Flynn	Ave 16 - 3rd Amend-\$10,500 Proj No. 206-0427 - EW2 & 4th Amend-\$44,400- Proj No. 206-0427	6,102		2							0
57	Canal Relocation	Quad Knopf	Eng Srv - Relocation of MID Canal between 7th & E Streets relocating to Clinton ROW Proj No. 90222	63,690		2							0
58	Laurel Linear Park	Blair, Church & Flynn	Eng Srv-Sunset/Laurel/Riverview Linear Park Project- No. 209-0326	31,900		2							0
59	428 Yosemite Plaza	Ross Recreation Equipm	Benches (3) and Trash Receptacle (2) at 428 E Yosemite Ave Office	6,109	6,109	2					6,109		6,109
60	Lake St median project	City of Madera - Engineer	Reimbursement Agmt - lake Str Median Proj (total proj cost \$170,000)	85,000		2							0
61	Housing Bond Fund Obligations		2008B Tax Exempt Bond Proceeds	810,098		2							0
62	Riverwalk Subdivision		\$5,135,000 Expensed to Date	1,210,000		2							0
63	Riverwalk Subdivision		Property Acquisition	270,250		2							
64	Lake/Adell Street Project	City of Madera - Engineer	Reimburse Agmt for Eng Srv - Lake/Adell - contract with Yamabe/Horn	16,289		2							
65	Demo 14	Giersch & Associates	Demo - Eng Services	178,590		2							
66	Central Madera Street Project	Blair, Church & Flynn	Eng/Design - central Madera Residential District Proj No. 208-0541	65,513		2							
67	Midtown Village	Precision Engineering	6th & Sycamore Subdivision(Midtown) - Civil Eng. Srv #08-131	15,545		2							0
68	Midtown Village	TRIAD	6th & Sycamore Subdivision(Midtown) - Precise Plan - Project No.8077	9,320		2							0
69	Midtown Village	California Utility Consulta	Utility Project Mgmt Services - 6th & Sycamore Subdivision	29,500		2							0
70	Midtown Village	Technicon Eng. Services	Geotech Eng Services - Midtown Subdivision (6th/Sycamore)	3,710		2							0
71	Project Operations		Contract Services	60,750	12,150	2	1,013	1,013	1,013	1,013	1,013	1,013	6,078
72	Project Operations		Utilities	108,000	21,600	2	1,800	1,800	1,800	1,800	1,800	1,800	10,800
73	Project Operations		Profession Dues & Assessments	23,225	5,645	2	524	524	524	524	524	524	3,144
74	Project Operations		Other Supplies	48,420	9,684	2	807	807	807	807	807	807	4,842
75	Riverwalk Subdivision	California Utility Consulta	Utility Project Mgmt Services - Riverwalk Subdivision	49,500		2							0
76	Sunrise Park	Madera Sunrise Rotary Club	OPC Project-Entry Sign at Sunrise Rotary Sports Complex	11,428		2							0
77	Operation Civic Pride	Madera Coalition for Community Justice	Planting of Community Garden - Lake & 4th - Operation Civic Pride	11,706		2							
78	Elm & Yosemite Traffic Signal		DDA - Impact Fees may fund project	412,500	412,500	2							0
79	Successor Agency Employee Cost		Project Management	300,000	60,000	2	5,000	5,000	5,000	5,000	5,000	5,000	30,000
80													0
81	TOTAL Bond			5,492,498									0

¹Fund
1. Low and Moderate income housing Fund
2. Bond Proceeds
3. Reserve balances
4. Administrative Cost Allowance
5. Redevelopment Property Tax Trust Fund
6. Other revenue sources

UPDATED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AS OF MAY 9, 2012 - FY 2012-2013 JULY THROUGH DECEMBER
Per AB 26 - Section 34167 and 34169

Line	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation 6/30/12		Fund ¹	July	Aug	Sept	Oct	Nov	Dec	Total
82	Property Maintenance 428 Yosemite			60,000	12,000	3	1,000	1,000	1,000	1,000	1,000	1,000	6,000
84	Property Maintenance 120 N. E. St.		Server, switch, software, licensing	140,000	5,000	3	417	417	417	417	417	417	2,502
85	Server upgrade		Loan & Incentives	25,600	25,600	3					25,600		25,600
86	Replacement Housing Obligation			1,240,000		3							0
87	Bond Reserve Requirement			2,990,643		3							0
88													
89	TOTAL Reserve			4,456,243									
90	NSP3 Projects		Project Management	205,710	27,428	6			6,857	6,857	6,857	6,857	27,428
91	Abandoned Vehicle Authority		Management	13,715	2,743	6							0
92	Waste Tire Grant Management		Management	16,456	4,114	6							0
93	CDBG		Management	216,132	72,044	6	6,004	6,004	6,004	6,004	6,004	6,004	36,024
94	Property Maintenance 5 E. Yosemite			140,000	5,000	6							0
95	State CalHFA Loan HELP	CALHFA	Loan for affordable Multi Family hous	1,068,582	132,153	6							0
96	Soil Remediation 1350 Yose	Krazan and Associates	EIR Soil and Grdwater Remediation	177,802	177,802	6	29,634	29,634	29,634	29,634	29,634	29,634	177,804
97	TOTAL Other			1,838,397									
98	TOTAL PAYABLE FROM OTHER REVENUE SOURCES				991,572		46,199	46,199	53,056	53,056	84,765	53,056	336,331

¹Fund
1. Low and Moderate Income housing Fund
2. Bond Proceeds
3. Reserve balances
4. Administrative Allowance
5. Redevelopment Property Tax Trust Fund
6. Other Resources

UPDATED RECOGNIZED OBLIGATION PAYMENT SCHEDULES OF MAY 9, 2012 - FY 2012-2013 JULY THROUGH DECEMBER
Per AB 26 - Section 34167 and 34169

Line	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation 6/30/12		Fund ¹	July	Aug	Sept	Oct	Nov	Dec	Total
99													
100	PASS THOURGH PAYMENTS												
101	RDAM12011M1	COUNTY GENERAL	PASS THRU PAYMENTS	43,897,523	1,130,699	5						565,350	565,350
102	RDAM12011M1	CITY OF MADERA	PASS THRU PAYMENTS	0	0	5						0	0
103	RDAM12011M1	MADERA CEMETERY	PASS THRU PAYMENTS	4,077,262	105,021	5						52,511	52,511
104	RDAM12011M1	MADERA CO FLOOD	PASS THRU PAYMENTS	1,067,248	27,490	5						13,745	13,745
105	RDAM12011M1	MADERA MOSQUITO A	PASS THRU PAYMENTS	6,390,186	164,597	5						82,299	82,299
106	RDAM12011M1	MADERA UNIFIED	Section 33676 Payments	16,944,962	436,463	5						218,232	218,232
107	RDAM12011M1	STATE CTR COMM COL	PASS THRU PAYMENTS	2,551,560	65,722	5						32,861	32,861
108	RDAM12011M1	CHILD DEVELOPMENT	PASS THRU PAYMENTS	19,783	510	5						255	255
109	RDAM12011M1	CHILD INSTITUTIONS	PASS THRU PAYMENTS	39,845	1,026	5						513	513
110	RDAM12011M1	DEPT OF EDUC	PASS THRU PAYMENTS	196,704	5,067	5						2,534	2,534
111	RDAM12011M1	EDUC HANDICAPPED	PASS THRU PAYMENTS	2,146	55	5						28	28
112	RDAM12011M1	EQUAL AID	PASS THRU PAYMENTS	1,016,369	26,179	5						13,090	13,090
113	RDAM12011M1	JUVENILE HALL EDUC	PASS THRU PAYMENTS	19,409	500	5						250	250
114	RDAM12011M1	PHYSICALLY HANDICAI	PASS THRU PAYMENTS	341,714	8,802	5						4,401	4,401
115	RDAM12011M1	R O P	PASS THRU PAYMENTS	101,525	2,615	5						1,308	1,308
116	RDAM12011M1	TRAINABLE RETARDED	PASS THRU PAYMENTS	95,647	2,464	5						1,232	1,232
117	RDAMADERA2											0	0
118	AB 1290 PASS THRU	COUNTY GENERAL	PASS THRU PAYMENTS	2,639,250	52,043	5						26,022	26,022
119	AB 1290 PASS THRU	CITY OF MADERA	PASS THRU PAYMENTS	0	0	5						0	0
120	AB 1290 PASS THRU	MADERA CEMETERY	PASS THRU PAYMENTS	230,038	4,536	5						2,268	2,268
121	AB 1290 PASS THRU	MADERA CO FLOOD	PASS THRU PAYMENTS	66,904	1,319	5						660	660
122	AB 1290 PASS THRU	MADERA MOSQUITO A	PASS THRU PAYMENTS	360,533	7,109	5						3,555	3,555
123	AB 1290 PASS THRU	MADERA UNIFIED	PASS THRU PAYMENTS	5,677,233	111,950	5						55,975	55,975
124	AB 1290 PASS THRU	STATE CTR COMM COL	PASS THRU PAYMENTS	854,874	16,857	5						8,429	8,429
125	AB 1290 PASS THRU	CHILD DEVELOPMENT	PASS THRU PAYMENTS	6,628	131	5						66	66
126	AB 1290 PASS THRU	CHILD INSTITUTIONS	PASS THRU PAYMENTS	13,350	263	5						132	132
127	AB 1290 PASS THRU	DEPT OF EDUC	PASS THRU PAYMENTS	65,904	1,300	5						650	650
128	AB 1290 PASS THRU	EDUC HANDICAPPED	PASS THRU PAYMENTS	720	14	5						7	7
129	AB 1290 PASS THRU	EQUAL AID	PASS THRU PAYMENTS	340,524	6,715	5						3,358	3,358
130	AB 1290 PASS THRU	JUVENILE HALL EDUC	PASS THRU PAYMENTS	6,503	128	5						64	64
131	AB 1290 PASS THRU	PHYSICALLY HANDICAI	PASS THRU PAYMENTS	114,487	2,258	5						1,129	1,129
132	AB 1290 PASS THRU	R O P	PASS THRU PAYMENTS	34,015	671	5						336	336
133	AB 1290 PASS THRU	TRAINABLE RETARDED	PASS THRU PAYMENTS	32,045	632	5						316	316
134	RDA M3		PASS THRU PAYMENTS										0
135	AB 1290 PASS THRU	COUNTY GENERAL	PASS THRU PAYMENTS	92,922	(2,648)	5							0
136	AB 1290 PASS THRU	CITY OF MADERA	PASS THRU PAYMENTS	0	0	5							0
137	AB 1290 PASS THRU	MADERA CEMETERY	PASS THRU PAYMENTS	3,649	(104)	5							0
138	AB 1290 PASS THRU	MADERA CO FLOOD	PASS THRU PAYMENTS	1,062	(30)	5							0
139	AB 1290 PASS THRU	MADERA MOSQUITO A	PASS THRU PAYMENTS	5,719	(163)	5							0
140	AB 1290 PASS THRU	FIRST INDUS FIRE	PASS THRU PAYMENTS	0	0	5							0
141	AB 1290 PASS THRU	MAINTENANCE NO 21	PASS THRU PAYMENTS	0	0	5							0
142	AB 1290 PASS THRU	SERVICE AREA NO 03	PASS THRU PAYMENTS	0	0	5							0
143	AB 1290 PASS THRU	MADERA UNIFIED	PASS THRU PAYMENTS	90,063	(2,566)	5							0
144	AB 1290 PASS THRU	STATE CTR COMM COL	PASS THRU PAYMENTS	13,562	(387)	5							0
145	AB 1290 PASS THRU	CHILD DEVELOPMENT	PASS THRU PAYMENTS	105	(3)	5							0
146	AB 1290 PASS THRU	CHILD INSTITUTIONS	PASS THRU PAYMENTS	212	(6)	5							0
147	AB 1290 PASS THRU	DEPT OF EDUC	PASS THRU PAYMENTS	1,045	(30)	5							0
148	AB 1290 PASS THRU	EDUC HANDICAPPED	PASS THRU PAYMENTS	12	0	5							0
149	AB 1290 PASS THRU	EQUAL AID	PASS THRU PAYMENTS	5,402	(154)	5							0
150	AB 1290 PASS THRU	JUVENILE HALL EDUC	PASS THRU PAYMENTS	103	(3)	5							0
151	AB 1290 PASS THRU	PHYSICALLY HANDICAI	PASS THRU PAYMENTS	1,816	(52)	5							0
152	AB 1290 PASS THRU	R O P	PASS THRU PAYMENTS	539	(15)	5							0
153	AB 1290 PASS THRU	TRAINABLE RETARDED	PASS THRU PAYMENTS	509	(15)	5							0
154	TOTAL PASS THROUGH AND OTHER PAYMENTS			87,421,611	2,176,960		0	0	0	0	0	1,091,576	1,091,576

¹Fund

1. Low and Moderate Income housing Fund
2. Bond Proceeds
3. Reserve balances
4. Administrative Cost Allowance
5. Redevelopment Property Tax Trust Fund
6. Other revenue sources

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF:

May 9, 2012

AGENDA ITEM NUMBER:

4.3

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving the Administrative Budget for Administrative Costs of the Successor Agency for the Period July 1, 2012 through December 31, 2012

Summary: The Oversight Board will consider a resolution approving administrative costs of the Successor Agency from July 1, 2012 through December 31, 2012.

HISTORY/BACKGROUND

ABx1 26 provides for an administrative cost allowance funded from property tax to pay for certain costs incurred for winding down the affairs of redevelopment agencies. The amount is up to 3% of the property tax allocated to the Redevelopment Obligation Retirement Fund or \$250,000 whichever is greater. Other sources used to fund administrative costs include:

- Low and Moderate Income Housing Fund
- Bond Proceeds
- Reserve Balances
- Grants

Administrative costs are those necessary to carry out enforceable obligations. Additionally, although ABx1 26 dissolved redevelopment, it did not eliminate certain reporting requirements including the following:

- 1) Annual Report/Blight Progress Report
- 2) Annual Bond Disclosure Reports
- 3) Housing and Community Development Housing Activity Report
- 4) State Controllers Report
- 5) Annual Financial Audit
- 6) AB 987 Reporting and Monitoring
- 7) Standard and Poor's Report

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution approving the Administrative Budget for Administrative Costs of the Successor Agency for the period July 1, 2012 through December 31, 2012.

JET:sb

Attachment:
-Budget
-Resolution

RESOLUTION NO. OB 12-__

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY
APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVE
BUDGET FOR JULY 1, 2012 THROUGH DECEMBER 31, 2012**

WHEREAS, the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency has been appointed pursuant to the provision of Health and Safety Code Section 34179; and

WHEREAS, Health and Safety Code Section 34177(j)(1) requires Oversight Board approval of the Successor Agency Administrative Budget for administrative costs of the Successor Agency for each six-month fiscal period; and

WHEREAS, on May 9, 2012 the Successor Agency to the former Madera Redevelopment Agency approved an Administrative Budget for July 1, 2012 through December 31, 2012; and

WHEREAS, the Administrative Budget has been presented to the Oversight Board for its consideration at a special meeting of the Oversight Board on May 9, 2012.

NOW, THEREFORE, the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency hereby finds, orders, and resolves:

1. The above recitals are true and correct;
2. The Oversight Board has reviewed and considered the Administrative Budget for administrative costs for the period of July 1, 2012 through December 31, 2012 presented by the Successor Agency to the former Madera Redevelopment Agency.
3. The Administrative Budget, as set forth in Exhibit A attached hereto and by this reference incorporated herein, is hereby approved by the Oversight Board.
4. This resolution shall become effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Brett Frazier, Chairperson

ATTEST:

Sandi Brown, Agency Secretary

SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY
 Administrative Budget FY 2011-12 Partial
 (July 1, 2012 to December 31, 2012)

Description	RPTTF	Adm Allowance	Other
Salaries & Benefits	\$ 97,020	\$ 67,500	\$ 53,165
Gas and Electric Utilities		4,991	11,125
Telephone and Fax Charges		1,359	
Cellular Phone and Pager Charges		324	
Advertising - Bids and Legal Notices		915	
Professional Dues		1,884	
Office Supplies - Expendable		6,655	
Postage / Other Mailing Charges		5,213	
Mileage Reimbursement		1,165	
Contracted Services	4,900	15,261	17,722
Audit Fees	4,000	-	
Other Supplies		970	4,850
Building Supplies, Keys and Repairs		5,268	
Liability, Property Insurance	5,490	2,946	
Conference / Training / Education		4,449	
Other New Equipment		6,100	25,600
Interfund Charge - City Services	67,509	-	-
TOTAL ADMINISTRATIVE COST ALLOWANCE	<u>\$ 178,919</u>	<u>\$ 125,000</u>	<u>\$ 112,462</u>

Funding Sources:

Low and Moderate Income housing Fund
 Bond Proceeds
 Reserve Balances
 Grants
 Redevelopment Property Tax Trust Fund (RPTTF)

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF:

May 9, 2012

AGENDA ITEM NUMBER:

4.4

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Acknowledging and Approving the Second Amendment to the Agreement between the Successor Agency and Quad-Knopf for Design and Engineering Services Related to the Adell Improvement Project

Summary: The Oversight Board will consider a resolution acknowledging and approving the second amendment to the agreement with Quad Knopf for design and engineering services for the Adell Improvement Project. An additional \$17,600.00 is required to restart the project and bring it to a bid-ready status. The amended agreement amount is not to exceed \$161,570.00.

HISTORY/BACKGROUND

The Adell Improvement Project was initiated in 2008. Due to its proximity to three (3) public and one (1) private school, Adell is characterized by a significant amount of vehicular and pedestrian traffic. The parcel pattern is such that it's unlikely major development would drive privately funded infrastructure improvements in the area. Adell is a substandard street characterized by the absence of curb, gutter, streetlights, sewer and water, and storm drainage. Project boundaries are illustrated below.



SITUATION

The previous agreement amount with Quad Knopf totaled \$143,970.00, of which \$122,470 has already been paid, leaving a remaining balance of \$21,500.00. An additional \$17,600.00 will be needed to restart the project and bring it to a bid-ready status, which will bring the amended agreement amount to \$161,570.00. The proposed action relates to **design only**. Construction financing would be dependent upon the passage of SB986 (Dutton).

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution acknowledging and approving the second amendment to the agreement between the Successor Agency and Quad Knopf for design and engineering services related to the Adell Improvement Project.

JET:sb

Attachment:

- Proposal
- Resolution

RESOLUTION NO. OB -

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA APPROVING SECOND AMENDMENT TO AGREEMENT WITH QUAD KNOPF FOR DESIGN AND ENGINEERING SERVICES RELATED TO THE ADELL IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency is in need of design and engineering services in its efforts to finish the reconstruction of the Adell Street between Road 26 and North Lake Street project, hereinafter referred to as the "Project"; and

WHEREAS, Quad Knopf is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency desires to add additional services to the original contract; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency has prepared a Second Amendment to Agreement with Quad Knopf for the additional design and engineering work needed for the Adell Improvement Project (the "Agreement") and such Amended Agreement is on file in the office of the Executive Director of the Successor Agency of the former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary



Quad Knopf

5110 West Cypress Avenue
Visalia, California 93277
Phone: (559) 733-0440 Fax: (559) 733-7821

CONTRACT CHANGE ORDER 03 Adell Street Improvements

Client: Madera Redevelopment Agency
Address: 5 East Yosemite Avenue
Madera, CA 93638

Project No.: 090058
Date: March 20, 2012

Background: This Change Order is being processed to provide additional compensation for extra costs associated with the project restart after two years of being dormant. When the project was put on hold, the plans were nearly completed and only required resolution of a few items. With the restart of the project, the design will need to be reviewed for any new standards that have been implemented in the last 2 years. All utility coordination will need to be re-started as utility design standards and/ or requirements may have changed. Right-of-way documents at the proposed curb ramps (corner cut-offs) will need to be verified to ensure that there were no changes in ownership of the properties.

Description	Reason for Additional Fee	Amount
<u>Task 8:</u> Additional costs associated with project restart	Costs are associated with additional submittals, reviews, and meetings that are necessary with a restart after being dormant for 2 years. See narrative above.	T&M, NTE: \$17,600
Current Contract Amount	T&M, NTE:	\$143,970.00
	TOTAL CONTRACT (including this change order) T&M, NTE:	\$161,570.00

Note: This change order assumes that there has not been any development along Adell Street that would require additional topographic information. Additional compensation will be required if there have been any changes since the time that the original topographic survey was completed.

All other terms and conditions of the contract agreement dated March 11, 2009 between Quad Knopf and the Madera Redevelopment Agency shall remain the same.

Madera Redevelopment Agency:

Quad Knopf, Inc.:

By: _____
Title: _____
Date: _____

By: Janel Freeman
Title: Chief Financial Officer
Date: _____

COPY

SECOND AMENDMENT TO AGREEMENT BETWEEN QUAD KNOPF AND THE SUCCESSOR
AGENCY OF THE FORMER REDEVELOPMENT AGENCY FOR DESIGN AND ENGINEERING
SERVICES RELATED TO THE ADELL IMPROVEMENT PROJECT

This Second Amendment to the previous agreement titled "Agreement Between Quad Knopf and The Madera Redevelopment Agency For Design and Engineering Services Related to the Adell Improvement Project" dated March 11, 2009, and subsequently amended on August 12, 2009 is made and entered into this 9th day of May 2012, by and between the Successor Agency of the former Madera Redevelopment Agency, hereinafter called "Successor Agency," and Quad Knopf, hereinafter called "Engineer".

WITNESSETH:

WHEREAS, the Madera Redevelopment Agency and Engineer entered into an agreement dated March 11, 2009, to contract with Engineer to provide design and engineering services related to the reconstruction of Adell Street between Road 26 and North Lake Street (the "Agreement"); and

WHEREAS, Successor Agency and Engineer desire to modify said Agreement by adding certain new services in the Agreement in addition to services originally to be accomplished in the Agreement. The new services to be included are the additional submittals, reviews and meetings to restart the project, in the City of Madera.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Paragraph "a" of the "Recitals" is amended to read as follows:

a. In an effort to improve the safety, function and aesthetic quality of several streets in the Project Area, the Agency has requested design and engineering services related to the reconstruction of Adell Street between Road 26 and North Lake Street, hereinafter together referred to as the "Project".

Section 2. Section 2.0 of the Agreement, "Obligations, Duties and Responsibilities of Engineer" is amended to read as follows:

2.0 Obligations, Duties and Responsibilities of Engineer. It shall be the duty, obligation and responsibility of the Engineer, in a skilled and professional manner, to perform, furnish and supply to the Successor Agency the Design and Engineering Services ("Services") required pertaining to the reconstruction of Adell Street between Road 26 and North Lake Street, as further described in the "Proposal for Reconstruction Design of Adell Street Between Road 26 and Lake Streets, Madera" attached hereto as "Exhibit A" and "Contract Change Order 02 Adell Street Improvements, attached hereto as "Exhibit B", and "Contract Change Order 03 Adell Street Improvements, attached hereto as "Exhibit C" each being incorporated herein as though fully set forth herein.

Section 3. Section 3.1 of the Agreement "Fees." is amended to read as follows:

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by the Engineer to the Successor Agency, Successor Agency agrees to pay to Engineer, and Engineer agrees to accept as payment in full, compensation on a hourly fee basis, as set forth in "Exhibit A", in an amount not to exceed \$128,120.00, and on a lump sum fee basis as set

forth in "Exhibit B", in an amount not to exceed \$10,700.00 and on a lump sum fee basis as set forth in "Exhibit C", in an amount not to exceed \$17,600.00 . It is understood and agreed to by both parties that all expenses incidental to Engineer's performance of services agreement will be actual cost reimbursement and are included in the basic fee.

Section 4. Section 3.2 of the Agreement "Monthly Progress Billings." is amended to read as follows:

3.2 Monthly Progress Billings - Engineer shall furnish Successor Agency with itemized progress billings for all services rendered and supplies furnished under Paragraph 2 hereof pertaining to any services to be paid for on a hourly fee basis and/or lump sum fee basis, and based upon "Exhibits A, B and C" attached hereto and incorporated herein as though fully set forth. Such payments shall be due and payable by Successor Agency to Engineer within thirty (30) days after presentation of approved invoices to Agency.

Section 5. Section 14.0 of the Agreement "Termination." Is hereby amended to read as follows:

14.0 Termination. - This Agreement may be terminated by mutual agreement or it may be terminated by the Agency upon giving a fifteen (15) day written notice of intent to terminate the contract. If, in the opinion of the Engineer, any requirement of the Agency under terms of this Agreement is unsound from an engineering standpoint, Engineer may terminate this Agreement upon fifteen (15) days written notice to the Agency.

Notice of termination shall be mailed to the Agency:

City of Madera, as Successor
Agency To the former
Madera Redevelopment Agency
c/o Jim Taubert, Executive Director
428 East Yosemite Avenue
Madera, CA 93638

To the Engineer:

Quad Knopf
6051 N. Fresno Street, Suite 200
Fresno, California 93710

In the event of such termination, Engineer shall be paid for work completed to date of termination, and any such work shall become the property of the Agency and the amount of final fee due and payable by Agency to Engineer will be subject to negotiation but in no event less than the fees calculated on an hourly basis, as set forth in "Exhibits A and B".

Section 6. Pursuant to Section 15.0 the rights and obligations hereunder of the Madera Redevelopment Agency are assigned to the City of Madera as Successor Agency to the former Madera Redevelopment Agency of the City of Madera. Engineer consents to said Assignment.

Section 7. Exhibit "A" attached to this Amendment shall be added to and become a part of the original Agreement as Exhibit 'C'.

Section 8. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

CITY OF MADERA AS SUCCESSOR
AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY

QUAD KNOFF

By: _____
Brett Frazier, Mayor

By: _____

Title: _____

ATTEST:

By: _____
Sandi Brown, Agency Secretary

APPROVED AS TO FORM:

By: _____
J. Brent Richardson, General Counsel



Quad Knopf

5110 West Cypress Avenue
Visalia, California 93277
Phone: (559) 733-0440 Fax: (559) 733-7821

CONTRACT CHANGE ORDER 03
Adell Street Improvements

Client: Madera Redevelopment Agency
Address: 5 East Yosemite Avenue
Madera, CA 93638

Project No.: 090058
Date: March 20, 2012

Background: This Change Order is being processed to provide additional compensation for extra costs associated with the project restart after two years of being dormant. When the project was put on hold, the plans were nearly completed and only required resolution of a few items. With the restart of the project, the design will need to be reviewed for any new standards that have been implemented in the last 2 years. All utility coordination will need to be re-started as utility design standards and/ or requirements may have changed. Right-of-way documents at the proposed curb ramps (corner cut-offs) will need to be verified to ensure that there were no changes in ownership of the properties.

Description	Reason for Additional Fee	Amount
<u>Task 8:</u> Additional costs associated with project restart	Costs are associated with additional submittals, reviews, and meetings that are necessary with a restart after being dormant for 2 years. See narrative above.	T&M, NTE: \$17,600
Current Contract Amount	T&M, NTE:	\$143,970.00
	TOTAL CONTRACT (including this change order) T&M, NTE:	\$161,570.00

Note: This change order assumes that there has not been any development along Adell Street that would require additional topographic information. Additional compensation will be required if there have been any changes since the time that the original topographic survey was completed.

All other terms and conditions of the contract agreement dated March 11, 2009 between Quad Knopf and the Madera Redevelopment Agency shall remain the same.

Madera Redevelopment Agency:

Quad Knopf, Inc.:

By: _____
Title: _____
Date: _____

By: Janel Freeman
Title: Chief Financial Officer
Date: _____

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

May 9, 2012

4.5

APPROVED BY:

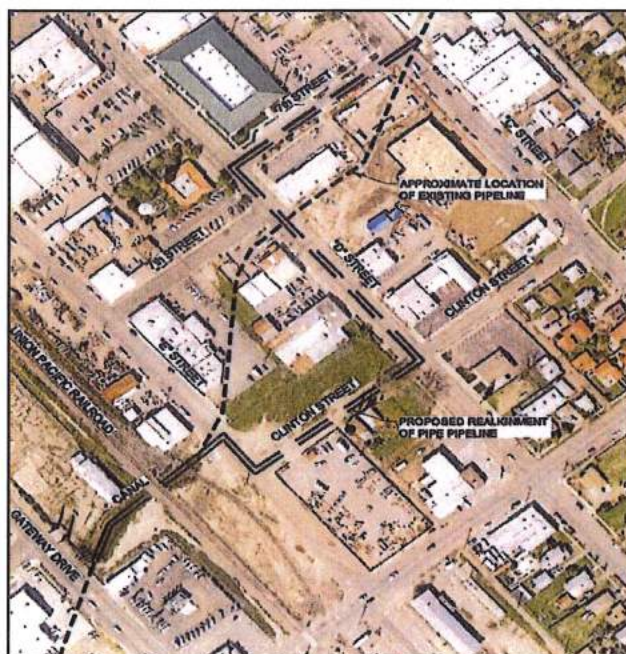
James E. Tarbitt
Executive Director

Subject: Consideration of a Resolution Acknowledging and Approving the First Amendment to the Agreement between the Successor Agency and Quad-Knopf for Design and Engineering Services Related to the Canal Relocation Project

Summary: The Oversight Board will consider a resolution acknowledging and approving the first amendment to the agreement between the Successor Agency and Quad Knopf for design and engineering services for the Canal Relocation Project (relocation of the MID pipeline between UPRR and the intersection of 7th and 'C' Streets). It is estimated an additional \$8,639.00 is needed to complete the project, bringing the amended contract amount to \$95,489.00

HISTORY/BACKGROUND

By previous action, the former Redevelopment Agency acquired property at 100 East 7th Street (former site of the Madera Tribune). The property and four (4) adjacent properties are dissected by a MID canal which places significant limitations on the future development of these properties. The proposed project is illustrated below.



SITUATION

The original contract amount was \$86,850.00, of which \$37,589.00 has been paid, leaving a balance of \$49,261.00 owed on the original contract. The amount estimated to restart the project and bring it to a bid-ready status is an additional \$8,639.00, bringing the revised contract amount to \$95,489.00.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution acknowledging and approving the amended agreement between the Successor Agency and Quad Knopf for design and engineering services related to the Canal Relocation Project.

JET:sb

Attachment:

- Proposal
- Resolution

RESOLUTION NO. OB-

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA APPROVING SECOND AMENDMENT TO AGREEMENT WITH QUAD KNOFF FOR DESIGN AND ENGINEERING SERVICES RELATED TO THE MID PIPELINE RELOCATION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency is in need of design and engineering services in its efforts to finish the MID Pipeline Relocation Project, hereinafter referred to as the "Project"; and

WHEREAS, Quad Knopf is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency desires to add additional services to the original contract; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency has prepared an Amendment to Agreement with Quad Knopf for the additional design and engineering work needed for the MID Pipeline Relocation Project (the "Agreement") and such Amended Agreement is on file in the office of the Executive Director of the Successor Agency of the former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary



5110 West Cypress Avenue
 Visalia, California 93277
 Phone: (559) 733-0440 Fax: (559) 733-7821

CONTRACT CHANGE ORDER 01 **MID Pipeline Realignment**

Client: Madera Redevelopment Agency
 Address: 5 East Yosemite Avenue
 Madera, CA 93638

Project No.: 090222
 Date: April 30, 2012

Project Description: Provide professional services for completing the realignment of the MID pipeline between UPRR and the intersection of 7th and "C" Streets.

Description	Reason for Additional Fee	Amount
<u>Task 1</u> Hydraulic Analysis	As described in Attachment A dated March 20, 2012.	T&M: \$9,500
<u>Task 2</u> Pipeline Realignment Design	As described in Attachment A dated March 20, 2012.	T&M: \$25,900
<u>Task 3</u> Piping Design for Portion in UPRR Right of Way	As described in Attachment A dated March 20, 2012.	T&M: \$17,800
<u>Task 4</u> Maintenance Easement Preparation	As described in Attachment A dated March 20, 2012.	T&M: \$4,700
<u>Task 5</u> Bidding Assistance (Optional)	Will be provided as described in Attachment A dated March 20, 2012 upon request of Client	T&M:
Task 6 Construction Management (Optional)	Will be provided as described in Attachment A dated March 20, 2012 upon request of Client	T&M:
	Total Fee Adjustment Request:	T&M: \$57,900
Current Contract Amount		\$86,850
Less Paid to Date:		(\$37,589)
Remaining Budget:		\$49,261
	TOTAL CONTRACT including CCO #1:	\$95,489

Change Order Summary:

	Base Contract	\$86,850
CCO 01	Amount of Change Order No. 1 (less amounts paid to date):	\$8,639

All other terms and conditions of the contract agreement dated October 14, 2009 between Quad Knopf and the Madera Redevelopment Agency shall remain the same.

Madera Redevelopment Agency:

Quad Knopf, Inc.:

By: _____

Title: _____

Date: _____

By Janel Freeman _____

Title: Chief Financial Officer

Date: _____

ATTACHMENT A



March 20, 2012

James E. Taubert
Madera Redevelopment Agency
5 East Yosemite Drive
Madera, CA 93638

RE: Proposal for Completing the Realignment of the MID Pipeline Between UPRR and the Intersection of 7th and "C" Streets

Dear Mr. Taubert:

Quad Knopf is pleased to assist the new agency established by the Madera RDA (RDA) by completing the design for the Madera Irrigation District (MID) pipeline realignment. The project is ready to move forward with a hydraulic analysis followed by the pipeline realignment improvement plans and the pipeline within the portion of the UPRR right of way. Our proposed scope of work and compensation for the remaining work is provided below.

SCOPE OF WORK

Task 1 – Hydraulic Analysis

The topographic survey that was completed as part of this project previously revealed that the proposed alignment did not have adequate cover. In our last meeting with the City and MID, it was agreed that lowering the pipelines two to three feet would be acceptable contingent on a more intensive hydraulic evaluation than was previously requested. The work under this task evaluates the hydraulics of the pipeline with a lower invert. A hydraulic study showing the current and proposed hydraulic grade lines will be prepared. Quad Knopf will prepare and submit the study to MID for review and comment. Comments shall be addressed and incorporated as appropriate and resubmitted for MID approval.

Deliverables: Two (2) copies of the draft and final technical memo.

Task Estimate Fee: This task will be performed on a time and materials basis for an estimated fee of \$9,500.

Task 2 – Pipeline Realignment Design

Utilizing the previously completed topographic survey and the information obtained from the hydraulic analysis, our team will develop improvement plans for the realignment of the pipelines. Portions of the City storm drainage system are currently connected to the existing pipeline and will be modified to provide connections to the proposed realigned pipe.

Improvement Plans will be submitted to the RDA, MID, and the City for review and final approval at the 50%, and 90% design milestones. The 50% submittal will consist of the plan view only and will be for the benefit of determining precise horizontal alignment along with the vertical design concept.

Quad Knopf will prepare an engineer's estimate of construction costs to be included with the 90% and final submittals. Specifications will also be prepared for this project.

Deliverables: *Two (2) copies of 50% design drawings.
Two (2) copies of 90% design drawings, specifications and opinion of probable construction cost.
Two (2) copies of 100% signed bid documents with final opinion of probable construction cost plus a PDF version of the bid documents on CD.*

Task Estimate Fee: *This task will be performed on a time and materials basis for an estimated fee of \$25,900.*

Task 3 – Piping Design for Portion in UPRR R/W

The topographic information of the UPRR crossing revealed that constructing parallel pipelines under UPRR's tracks would be costly due to the space constraints between the bottom of the bridge and the top of the footings. It is anticipated that UPRR would require construction of this portion of the pipeline be completed by one of UPRR's contractors, which would be costly and likely not congruent with the project's schedule. One potential option previously discussed with the City and MID includes piping the portion of the canal on both sides of the railroad and fence-in the segment between to deter people from trespassing.

Improvement Plans will be submitted to the RDA, MID, and the City for review and final approval at 50%, and 90% design milestones. The 50% submittal will consist of the plan view only and will be for the benefit of determining precise horizontal alignment along with the vertical design concept.

Quad Knopf will prepare specifications and an engineer's estimate of construction costs to be included with the 90% and final submittals.

Deliverables: *Two (2) copies of 50% design drawings.
Two (2) copies of 90% design drawings, specifications and opinion of probable construction cost.
Two (2) copies of 100% signed bid documents with final opinion of probable construction cost plus a PDF version of the bid documents on CD.*

Task Estimate Fee: *This task will be performed on a time and materials basis for an estimated fee of \$17,800.*

Task 4 - Maintenance Easement Preparation

Quad Knopf will prepare a grant deed, legal description, and an exhibit for the maintenance easement required by MID for the project. The easement deed, legal descriptions and exhibits will be submitted to the City and MID for review and comment. After they have been reviewed and approved, Quad Knopf will provide final copies of the grant deed, legal descriptions, and exhibits that can be used to acquire the required signatures for recordation.

It is understood that RDA, MID, or the City will provide standard language as to content preference for the easement standard language.

Deliverables: *Draft and final easement deed, legal descriptions, exhibits.*

Task Estimate Fee: *This task will be performed on a time and materials basis for an estimated fee of \$4,700.*

Task 5 – Bidding Assistance (Optional- Not included in previous contract)

It is understood that the goal of the agency is to obtain an approved set of plans for future bidding and construction. As such, this proposal is included as an optional additional service. Once final approved drawings and specifications are delivered to the RDA, Quad Knopf can provide the RDA with bidding services. Services will include coordinating bid advertising, selling bid packages, addressing contractor questions, issuing addendums, reviewing the bids, verifying bidder qualifications, and assisting RDA in awarding the contract. This task is an option to the RDA and will be billed on a time and materials basis upon request.

Deliverables: *Bid Packages, addendums, tabulation of results, and recommendation for award.*

Task 6 – Construction Management (Optional- Not included in previous contract)

Once the City moves forward with the award of the construction contract, Quad Knopf can attend the pre-construction meeting and assist the RDA/City with any change orders, invoice processing, periodic inspections, and labor compliances as needed. The record drawings will be revised based on the contractor's set of "red marked" drawings. This task is an option to the RDA and will be billed on a time and materials basis upon request.

Deliverables: *Shop drawing reviews, submittal log, monthly labor compliance documents, record drawings.*

ADDITIONAL SERVICES NOT INCLUDED IN SCOPE OF WORK

The following services were not included in our scope of work, but can be provided for additional fee if requested by RDA:

- Modification or upgrades to the existing pump station.
- Traffic control plan.
- Demolition and removal of the existing pipeline with the exception of the proposed points of connection. The current understanding is that the existing pipeline will be abandoned in place.
- Geotechnical study or boring samples.
- Staking or additional surveying
- Soils or lab testing
- Structural or geotechnical engineering for bridge modifications at the UPRR crossing. The current understanding is that both railroad bridges will remain in place and will not need to be modified to accommodate this design
- Coordination and application to the California Public Utilities Commission.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP)
- Traffic control plan
- Coordination with San Joaquin Valley Air Pollution Control District (SJVAPCD)

Should these services be required, Quad Knopf can submit an amendment to the scope to perform or otherwise contract with appropriate firms as necessary.

COMPENSATION

The Quad Knopf estimate of the work effort and cost to perform the scope of work is described above. The cost was calculated using our 2012 rates combined with the hours projected by task to complete the work in the 2012 calendar year. The proposed contracted tasks above are proposed to be completed for:

Estimated Project Fee: The completion of Tasks 1 through 4 of this project will be performed on a time and materials basis per the attached professional fee schedule for an estimated fee of \$57,900.

In developing our fee, Quad Knopf has made a good faith effort in allocating staff resources and hours appropriately for each task. However, from experience the actual hours projected for each task can vary due to issues yet known. Quad Knopf thus reserves the right to shift hours amongst the tasks within the contracted fee to compensate for unforeseen issues that may arise. During the course of the project, our project manager will promptly notify you should we encountered unforeseen issues that necessitate additional scope to complete the design.

Upon execution of this amended contract, Quad Knopf is prepared to start within two (2) weeks of the approved notice to proceed. We look forward to completing this project with the new agency created by the RDA and the City of Madera. Please let us know if you have any questions, or require additional information.

Sincerely,



Amber Adams
Fresno Branch Manager
Quad Knopf



2012 Charge Rate Schedule

Office:

Technical Services

Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer	\$83 /hour
Associate CADD Technician/Designer	\$97 /hour
Senior Associate CADD Technician/Designer	\$112 /hour
Senior CADD Technician/Designer	\$127 /hour

Professional Services

Engineering/Survey

Assistant Engineer/Surveyor	\$110 /hour
Associate Engineer/Surveyor	\$133 /hour
Senior Associate Engineer/Surveyor	\$156 /hour
Senior Traffic Designer	\$156 /hour
Senior Engineer/Surveyor	\$180 /hour
Principal Engineer	\$199 /hour

Planning/Environmental/Entitlement/Landscape Architecture

Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Entitlement Specialist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist/Entitlement Specialist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour

Field:

Construction Management

Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Senior Associate Construction Manager	\$148 /hour
Senior Construction Manager	\$165 /hour
Inspector	\$99 /hour
Associate Inspector	\$118 /hour
Senior Inspector	\$138 /hour

Surveying

One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

Expenses:

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	0.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2012. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Inspection and Surveying will be determined by project and County per California law.

COPY

AMENDMENT TO AGREEMENT BETWEEN QUAD KNOPF AND THE SUCCESSOR AGENCY
OF THE FORMER REDEVELOPMENT AGENCY FOR DESIGN AND ENGINEERING SERVICES
RELATED TO THE MID PIPELINE RELOCATION PROJECT

This Amendment to the previous agreement titled "Agreement Between Quad Knopf and The Madera Redevelopment Agency For Design and Engineering Services Related to the MID pipeline Relocation Project" dated October 14, 2009, is made and entered into this 9th day of May 2012, by and between the Successor Agency of the former Madera Redevelopment Agency, hereinafter called "Successor Agency," and Quad Knopf, hereinafter called "Engineer".

WITNESSETH:

WHEREAS, the Madera Redevelopment Agency and Engineer entered into an agreement dated October 14, 2009, to contract with Engineer to provide design and engineering services related to the MID Pipeline Relocation Project (the "Agreement"); and

WHEREAS, Successor Agency and Engineer desire to modify said Agreement by adding certain new services in the Agreement in addition to services originally to be accomplished in the Agreement. The new services to be included are design, analysis, easement preparation, bidding assistance and construction management, in the City of Madera.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Paragraph "a" of the "Recitals" is amended to read as follows:

a. In an effort to improve the safety, function and aesthetic quality of several streets in the Project Area, the Agency has requested design and engineering services related to the realignment of the MID Pipeline between the Union Pacific Railroad and the intersection of 7th and 'C' Streets, hereinafter together referred to as the "Project".

Section 2. Section 2.0 of the Agreement, "Obligations, Duties and Responsibilities of Engineer" is amended to read as follows:

2.0 Obligations, Duties and Responsibilities of Engineer. It shall be the duty, obligation and responsibility of the Engineer, in a skilled and professional manner, to perform, furnish and supply to the Successor Agency the Design and Engineering Services ("Services") required pertaining to the relocation of the MID Pipeline, as further described in the "Proposed Madera Irrigation District Pipeline Relocation Madera, California" attached hereto as "Exhibit A" and "Proposal for Completing the Realignment of the MID Pipeline between UPRR and the Intersection of 7th and 'C' Streets", attached hereto as "Exhibit B" each being incorporated herein as though fully set forth herein.

Section 3. Section 3.1 of the Agreement "Fees." is amended to read as follows:

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by the Engineer to the Successor Agency, Successor Agency agrees to pay to Engineer, and Engineer agrees to accept as payment in full, compensation as set forth in "Exhibit A", in an amount not to exceed \$86,850.00, and as set forth in "Exhibit B", in an amount not to

exceed \$8,639.00. It is understood and agreed to by both parties that all expenses incidental to Engineer's performance of services agreement will be actual cost reimbursement and are included in the basic fee.

Section 4. Section 3.2 of the Agreement "Monthly Progress Billings." is amended to read as follows:

3.2 Monthly Progress Billings - Engineer shall furnish Successor Agency with itemized progress billings for all services rendered and supplies furnished under Paragraph 2 hereof pertaining to any services to be paid for and based upon "Exhibits A, and B" attached hereto and incorporated herein as though fully set forth. Such payments shall be due and payable by Successor Agency to Engineer within thirty (30) days after presentation of approved invoices to Agency.

Section 5. Section 14.0 of the Agreement "Termination." Is hereby amended to read as follows:

14.0 Termination. - This Agreement may be terminated by mutual agreement or it may be terminated by the Agency upon giving a fifteen (15) day written notice of intent to terminate the contract. If, in the opinion of the Engineer, any requirement of the Agency under terms of this Agreement is unsound from an engineering standpoint, Engineer may terminate this Agreement upon fifteen (15) days written notice to the Agency.

Notice of termination shall be mailed to the Agency:

City of Madera, as Successor
Agency To the former
Madera Redevelopment Agency
c/o Jim Taubert, Executive Director
428 East Yosemite Avenue
Madera, CA 93638

To the Engineer:

Quad Knopf
6051 N. Fresno Street, Suite 200
Fresno, California 93710

In the event of such termination, Engineer shall be paid for work completed to date of termination, and any such work shall become the property of the Agency and the amount of final fee due and payable by Agency to Engineer will be subject to negotiation but in no event less than the fees calculated on an hourly basis, as set forth in "Exhibits A and B".

Section 6. Pursuant to Section 15.0 the rights and obligations hereunder of the Madera Redevelopment Agency are assigned to the City of Madera as Successor Agency to the former Madera Redevelopment Agency of the City of Madera. Engineer consents to said Assignment.

Section 7. Exhibit "A" attached to this Amendment shall be added to and become a part of the original Agreement as Exhibit "B".

Section 8. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

CITY OF MADERA AS SUCCESSOR
AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY

QUAD KNOPF

By: _____
Brett Frazier, Mayor

By: _____

Title: _____

ATTEST:

By: _____
Sandi Brown, Agency Secretary

APPROVED AS TO FORM:

By: _____
J. Brent Richardson, General Counsel

EXHIBIT "A"



5110 West Cypress Avenue
 Visalia, California 93277
 Phone: (559) 733-0440 Fax: (559) 733-7821

CONTRACT CHANGE ORDER 01
MID Pipeline Realignment

Client: Madera Redevelopment Agency
 Address: 5 East Yosemite Avenue
 Madera, CA 93638

Project No.: 090222
 Date: April 30, 2012

Project Description: Provide professional services for completing the realignment of the MID pipeline between UPRR and the intersection of 7th and "C" Streets.

Description	Reason for Additional Fee	Amount
<u>Task 1</u> Hydraulic Analysis	As described in Attachment A dated March 20, 2012.	T&M: \$9,500
<u>Task 2</u> Pipeline Realignment Design	As described in Attachment A dated March 20, 2012.	T&M: \$25,900
<u>Task 3</u> Piping Design for Portion in UPRR Right of Way	As described in Attachment A dated March 20, 2012.	T&M: \$17,800
<u>Task 4</u> Maintenance Easement Preparation	As described in Attachment A dated March 20, 2012.	T&M: \$4,700
<u>Task 5</u> Bidding Assistance (Optional)	Will be provided as described in Attachment A dated March 20, 2012 upon request of Client	T&M:
<u>Task 6</u> Construction Management (Optional)	Will be provided as described in Attachment A dated March 20, 2012 upon request of Client	T&M:
	Total Fee Adjustment Request:	T&M: \$57,900
Current Contract Amount		\$86,850
Less Paid to Date:		(\$37,589)
Remaining Budget:		\$49,261
	TOTAL CONTRACT including CCO #1:	\$95,489

Change Order Summary:

	Base Contract	\$86,850
CCO 01	Amount of Change Order No. 1 (less amounts paid to date):	\$8,639

All other terms and conditions of the contract agreement dated October 14, 2009 between Quad Knopf and the Madera Redevelopment Agency shall remain the same.

Madera Redevelopment Agency:

Quad Knopf, Inc.:

By:
Title:
Date:_____

By Janel Freeman
Title: Chief Financial Officer
Date:_____

ATTACHMENT A



March 20, 2012

James E. Taubert
Madera Redevelopment Agency
5 East Yosemite Drive
Madera, CA 93638

RE: Proposal for Completing the Realignment of the MID Pipeline Between UPRR and the Intersection of 7th and "C" Streets

Dear Mr. Taubert:

Quad Knopf is pleased to assist the new agency established by the Madera RDA (RDA) by completing the design for the Madera Irrigation District (MID) pipeline realignment. The project is ready to move forward with a hydraulic analysis followed by the pipeline realignment improvement plans and the pipeline within the portion of the UPRR right of way. Our proposed scope of work and compensation for the remaining work is provided below.

SCOPE OF WORK

Task 1 – Hydraulic Analysis

The topographic survey that was completed as part of this project previously revealed that the proposed alignment did not have adequate cover. In our last meeting with the City and MID, it was agreed that lowering the pipelines two to three feet would be acceptable contingent on a more intensive hydraulic evaluation than was previously requested. The work under this task evaluates the hydraulics of the pipeline with a lower invert. A hydraulic study showing the current and proposed hydraulic grade lines will be prepared. Quad Knopf will prepare and submit the study to MID for review and comment. Comments shall be addressed and incorporated as appropriate and resubmitted for MID approval.

Deliverables: Two (2) copies of the draft and final technical memo.

Task Estimate Fee: This task will be performed on a time and materials basis for an estimated fee of \$9,500.

Task 2 – Pipeline Realignment Design

Utilizing the previously completed topographic survey and the information obtained from the hydraulic analysis, our team will develop improvement plans for the realignment of the pipelines. Portions of the City storm drainage system are currently connected to the existing pipeline and will be modified to provide connections to the proposed realigned pipe.

Improvement Plans will be submitted to the RDA, MID, and the City for review and final approval at the 50%, and 90% design milestones. The 50% submittal will consist of the plan view only and will be for the benefit of determining precise horizontal alignment along with the vertical design concept.

Quad Knopf will prepare an engineer's estimate of construction costs to be included with the 90% and final submittals. Specifications will also be prepared for this project.

Deliverables: *Two (2) copies of 50% design drawings.
Two (2) copies of 90% design drawings, specifications and opinion of probable construction cost.
Two (2) copies of 100% signed bid documents with final opinion of probable construction cost plus a PDF version of the bid documents on CD.*

Task Estimate Fee: *This task will be performed on a time and materials basis for an estimated fee of \$25,900.*

Task 3 – Piping Design for Portion in UPRR R/W

The topographic information of the UPRR crossing revealed that constructing parallel pipelines under UPRR's tracks would be costly due to the space constraints between the bottom of the bridge and the top of the footings. It is anticipated that UPRR would require construction of this portion of the pipeline be completed by one of UPRR's contractors, which would be costly and likely not congruent with the project's schedule. One potential option previously discussed with the City and MID includes piping the portion of the canal on both sides of the railroad and fence-in the segment between to deter people from trespassing.

Improvement Plans will be submitted to the RDA, MID, and the City for review and final approval at 50%, and 90% design milestones. The 50% submittal will consist of the plan view only and will be for the benefit of determining precise horizontal alignment along with the vertical design concept.

Quad Knopf will prepare specifications and an engineer's estimate of construction costs to be included with the 90% and final submittals.

Deliverables: *Two (2) copies of 50% design drawings.
Two (2) copies of 90% design drawings, specifications and opinion of probable construction cost.
Two (2) copies of 100% signed bid documents with final opinion of probable construction cost plus a PDF version of the bid documents on CD.*

Task Estimate Fee: *This task will be performed on a time and materials basis for an estimated fee of \$17,800.*

Task 4 - Maintenance Easement Preparation

Quad Knopf will prepare a grant deed, legal description, and an exhibit for the maintenance easement required by MID for the project. The easement deed, legal descriptions and exhibits will be submitted to the City and MID for review and comment. After they have been reviewed and approved, Quad Knopf will provide final copies of the grant deed, legal descriptions, and exhibits that can be used to acquire the required signatures for recordation.

It is understood that RDA, MID, or the City will provide standard language as to content preference for the easement standard language.

Deliverables: *Draft and final easement deed, legal descriptions, exhibits.*

Task Estimate Fee: This task will be performed on a time and materials basis for an estimated fee of \$4,700.

Task 5 – Bidding Assistance (Optional- Not included in previous contract)

It is understood that the goal of the agency is to obtain an approved set of plans for future bidding and construction. As such, this proposal is included as an optional additional service. Once final approved drawings and specifications are delivered to the RDA, Quad Knopf can provide the RDA with bidding services. Services will include coordinating bid advertising, selling bid packages, addressing contractor questions, issuing addendums, reviewing the bids, verifying bidder qualifications, and assisting RDA in awarding the contract. This task is an option to the RDA and will be billed on a time and materials basis upon request.

Deliverables: Bid Packages, addendums, tabulation of results, and recommendation for award.

Task 6 – Construction Management (Optional- Not included in previous contract)

Once the City moves forward with the award of the construction contract, Quad Knopf can attend the pre-construction meeting and assist the RDA/City with any change orders, invoice processing, periodic inspections, and labor compliances as needed. The record drawings will be revised based on the contractor's set of "red marked" drawings. This task is an option to the RDA and will be billed on a time and materials basis upon request.

Deliverables: Shop drawing reviews, submittal log, monthly labor compliance documents, record drawings.

ADDITIONAL SERVICES NOT INCLUDED IN SCOPE OF WORK

The following services were not included in our scope of work, but can be provided for additional fee if requested by RDA:

- Modification or upgrades to the existing pump station.
- Traffic control plan.
- Demolition and removal of the existing pipeline with the exception of the proposed points of connection. The current understanding is that the existing pipeline will be abandoned in place.
- Geotechnical study or boring samples.
- Staking or additional surveying
- Soils or lab testing
- Structural or geotechnical engineering for bridge modifications at the UPRR crossing. The current understanding is that both railroad bridges will remain in place and will not need to be modified to accommodate this design
- Coordination and application to the California Public Utilities Commission.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP)
- Traffic control plan
- Coordination with San Joaquin Valley Air Pollution Control District (SJVAPCD)

Should these services be required, Quad Knopf can submit an amendment to the scope to perform or otherwise contract with appropriate firms as necessary.

COMPENSATION

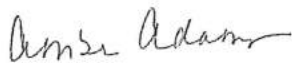
The Quad Knopf estimate of the work effort and cost to perform the scope of work is described above. The cost was calculated using our 2012 rates combined with the hours projected by task to complete the work in the 2012 calendar year. The proposed contracted tasks above are proposed to be completed for:

Estimated Project Fee: The completion of Tasks 1 through 4 of this project will be performed on a time and materials basis per the attached professional fee schedule for an estimated fee of \$57,900.

In developing our fee, Quad Knopf has made a good faith effort in allocating staff resources and hours appropriately for each task. However, from experience the actual hours projected for each task can vary due to issues yet known. Quad Knopf thus reserves the right to shift hours amongst the tasks within the contracted fee to compensate for unforeseen issues that may arise. During the course of the project, our project manager will promptly notify you should we encountered unforeseen issues that necessitate additional scope to complete the design.

Upon execution of this amended contract, Quad Knopf is prepared to start within two (2) weeks of the approved notice to proceed. We look forward to completing this project with the new agency created by the RDA and the City of Madera. Please let us know if you have any questions, or require additional information.

Sincerely,



Amber Adams
Fresno Branch Manager
Quad Knopf



2012 Charge Rate Schedule

Office:

Technical Services

Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer	\$53 /hour
Associate CADD Technician/Designer	\$97 /hour
Senior Associate CADD Technician/Designer	\$112 /hour
Senior CADD Technician/Designer	\$127 /hour

Professional Services

Engineering/Survey	
Assistant Engineer/Surveyor	\$110 /hour
Associate Engineer/Surveyor	\$133 /hour
Senior Associate Engineer/Surveyor	\$156 /hour
Senior Traffic Designer	\$156 /hour
Senior Engineer/Surveyor	\$180 /hour
Principal Engineer	\$199 /hour

Planning/Environmental/Entitlement/Landscape Architecture

Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Entitlement Specialist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist/Entitlement Specialist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour

Field:

Construction Management

Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Senior Associate Construction Manager	\$148 /hour
Senior Construction Manager	\$165 /hour
Inspector	\$99 /hour
Associate Inspector	\$118 /hour
Senior Inspector	\$138 /hour

Surveying

One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

Expenses:

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	0.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2012. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Inspection and Surveying will be determined by project and County per California law.

**REPORT TO THE OVERSIGHT BOARD
OF THE SUCCESSOR AGENCY
TO THE FORMER MADERA REDEVELOPMENT AGENCY**

BOARD MEETING OF: May 9, 2012

AGENDA ITEM NUMBER: 4.6

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Acknowledging and Approving the First Amendment to the Agreement between the Successor Agency and North Star Engineering Group for the Preparation of an Infrastructure Master Plan for the Southwest Industrial Area

Summary: The Oversight Board will consider a resolution acknowledging and approving the first amendment to the agreement between the Successor Agency and North Star Engineering Group, Inc. to complete the preparation of an Infrastructure Master Plan for the Southwest Industrial Area. The amended agreement is not to exceed \$147,975.40, of which \$59,964.65 has already been paid.

HISTORY/BACKGROUND

The Infrastructure Master Plan for the Southwest Industrial Park was initiated in 2009. The specific elements included an analysis of sewer, water, storm drainage and a traffic and circulation study. The intent was to identify deficiencies and develop a plan for the future development of the area. The 112 acre site is illustrated below:



SITUATION

The original agreement totaled \$136,287.00. An additional \$11,688.00 will be needed to finalize the analysis.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution acknowledging and approving an amendment to the agreement between the Successor Agency and North Star Engineering Group, Inc. to complete the preparation of an Infrastructure Master Plan for the Southwest Industrial Area.

JET:sb

Attachment:

- Proposal
- Resolution

RESOLUTION NO. OB -

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT TO AGREEMENT WITH NORTHSTAR ENGINEERING GROUP INC., FOR ENGINEERING SERVICES RELATED TO THE SOUTHWEST INDUSTRIAL PARK PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency is in need of engineering services in its efforts to finish the Southwest Industrial Park Project, hereinafter referred to as the "Project"; and

WHEREAS, NorthStar is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency desires to add additional services to the original contract; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency has prepared an Amendment to Agreement with NorthStar for the additional design and engineering work needed for the Southwest Industrial Park Project (the "Agreement") and such Amended Agreement is on file in the office of the Executive Director of the Successor Agency of the former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary



NORTHSTAR ENGINEERING GROUP, INC.

909 14th Street
Modesto, CA 95354
(209) 524-3525
FAX (209) 524-3526

MADERA RDA 112 ACRE INDUSTRIAL PROJECT

Job # 09-739

Estimate of Consulting Fees - Adjustments

Task	Item Description [a]	Contract Amount	Percent Complete (%)	Amount Billed	Amount Remaining	Percentage Increase	Additional Funds	Final Contract Amount
1.1	Information Collection	\$1,115.00	100.0%	\$1,115.00	\$0.00	50.0%	\$557.50	\$1,672.50
1.2	Meetings	\$7,420.00	15.0%	\$1,113.00	\$6,307.00	0.0%	NO ADDITIONS	\$7,420.00
1.3	Circulation and Alignment Workshop	\$2,870.00	0.0%	\$0.00	\$2,870.00	0.0%	NO ADDITIONS	\$2,870.00
1.4	Railroad Coordination	\$4,120.00	10.0%	\$412.00	\$3,708.00	0.0%	NO ADDITIONS	\$4,120.00
2.1	Research and Coordination	\$5,680.00	100.0%	\$5,680.00	\$0.00	0.0%	NO ADDITIONS	\$5,680.00
2.2	Field Survey	\$9,700.00	100.0%	\$9,700.00	\$0.00	0.0%	NO ADDITIONS	\$9,700.00
2.3	Aerial Survey/Orthorectified Photo	\$8,811.00	100.0%	\$8,811.00	\$0.00	0.0%	NO ADDITIONS	\$8,811.00
2.4	Topographic Exhibit	\$3,220.00	100.0%	\$3,220.00	\$0.00	0.0%	NO ADDITIONS	\$3,220.00
3.1	Hydraulic Calculations and Modeling	\$6,120.00	20.0%	\$1,224.00	\$4,896.00	10.0%	\$612.00	\$6,732.00
3.2	Sewer Analysis	\$5,960.00	20.0%	\$1,192.00	\$4,768.00	10.0%	\$596.00	\$6,556.00
3.3	Domestic Water Analysis	\$2,980.00	10.0%	\$298.00	\$2,682.00	10.0%	\$298.00	\$3,278.00
3.4	Storm Drain Analysis	\$10,520.00	20.0%	\$2,104.00	\$8,416.00	10.0%	\$1,052.00	\$11,572.00
3.5	Traffic and Circulations Study	\$15,806.00	64.1%	\$10,131.65	\$5,674.35	15.0%	\$2,370.90	\$18,176.90
3.6	Evaluation of Analysis	\$2,175.00	0.0%	\$0.00	\$2,175.00	0.0%	NO ADDITIONS	\$2,175.00
4.1	Circulation and Alignment Layout	\$6,400.00	100.0%	\$6,400.00	\$0.00	50.0%	\$3,200.00	\$9,600.00
4.2	Land Use Planning Options	\$6,400.00	40.0%	\$2,560.00	\$3,840.00	0.0%	NO ADDITIONS	\$6,400.00
5.1	Preliminary Design Report	\$30,020.00	20.0%	\$6,004.00	\$24,016.00	10.0%	\$3,002.00	\$33,022.00
5.2	Engineering Support	\$3,060.00	0.0%	\$0.00	\$3,060.00	0.0%	NO ADDITIONS	\$3,060.00
5.3	Land Use Graphics and Exhibits	\$3,910.00	0.0%	\$0.00	\$3,910.00	0.0%	NO ADDITIONS	\$3,910.00
Totals ==>		\$136,287.00		\$59,964.65	\$76,322.35		\$11,688.40	\$147,975.40

[a] All task items are Time and Materials - Not to Exceed amounts

CIVIL REVIEW PORTION
LAST UPDATE - 04/03/2012

PORTION	DESCRIPTION	INFO NEEDED FROM	PRIORITY	STATUS	RESULTS	DATE
SURVEY	Site Visit to verify existing topography	-				
PROJ MAN	Set-up meeting with Keith Helmuth to update all existing street, sewer, water, and storm drainage data and standards are current	-				
PROJ MAN	Set-up meeting with Planning Department to update all existing general plan data and confirm existing general plan	-				
PROJ MAN	Set-up meeting with Property Owners / Stakeholders to review site plan packages and confirm layout 3 is the final layout.	-				
WATER	Review Existing Water Master Plans	-				
WATER	Determine Points of Connections	-				
WATER	Determine Demand of the Industrial Project Site	-				
WATER	Determine Geometric Orientation of proposed Water System	-				
WATER	Determine capacity of existing Water System	-				
WATER	Model proposed Water System	-				
WATER	Determine additional infrastructure (wells, tanks) need for the site based on Water Model and City of Madera Master Plan Documents	-				
WATER	Prepare Overall Water System Model	-				
STORM	Review Existing Storm Drainage Master Plans	-				
STORM	Determine Storm Drainage Runoff of the Industrial Project Site	-				
STORM	Determine orientation of Storm Drainage System - Underground Piping System	-				
STORM	Determine orientation of Storm Drainage System - Low Impact Design - Swale System	-				
STORM	Determine discharge basin and capacity	-				
STORM	Determine possibility for on-site storm drainage basin	-				
STORM	Determine possibility for dual use - park facility	-				
SEWER	Based on initial conversations, sewer is available based on Existing Sewer Master Plan	-				
SEWER	Determine Points of Connections and off-site infrastructure requirements	-				
SEWER	Determine Sewer Demand of the Industrial Project Site and Capacity of the Existing Sewer System	-				
		-				
		-				

HOWARD ROAD

HOWARD ROAD

SCHNOOR STREET

MODOC STREET

Dwyer Avenue

PLUMAS AVENUE

ROTAN AVENUE

ALMOND AVENUE

SCHNOOR STREET

ALMOND AVENUE.

GILL STREET

MAPLE STREET

OAK STREET

CYPRESS STREET



MADERA,

CALIFORNIA

HOWARD ROAD

HOWARD ROAD

SCHOOR STREET

MODOC STREET

DWYER AVENUE

PLUMAS AVENUE

ROTAN AVENUE

CYPRESS STREET

OAK STREET

PINE STREET

MAPLE STREET

PROPOSED PINE STREET
ACCESS - SEE NOTE 1

GILL STREET

PINE STREET

ALMOND AVENUE

ND AVENUE

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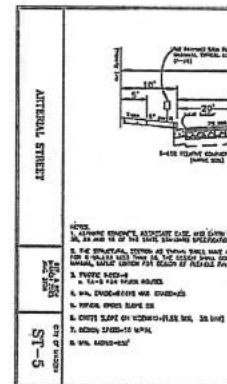
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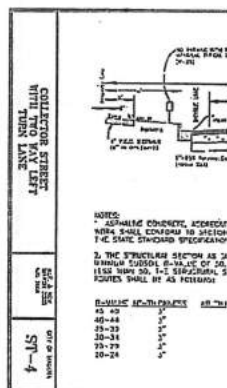
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CITY OF MADERA ARTER



CITY OF MADERA COLLECTOR STREET W

HATCH LEGEND

PROPERTY
FRANCO I

HOWARD ROAD

HOWARD ROAD

SCHNOOR STREET

MODOC STREET

DWYER AVENUE

PLUMAS AVENUE

ROTAN AVENUE

OAK STREET

CYPRESS STREET

PINE STREET

MAPLE STREET

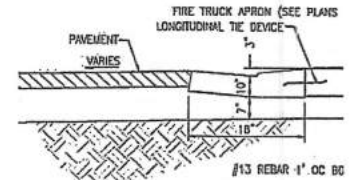
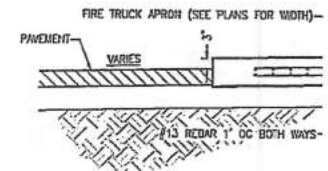
SCHNOOR STREET

OND AVENUE

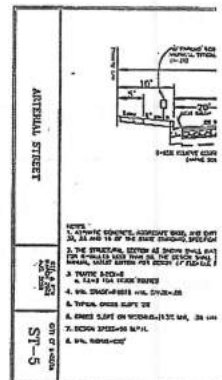
ALMOND AVENUE

GILL STREET

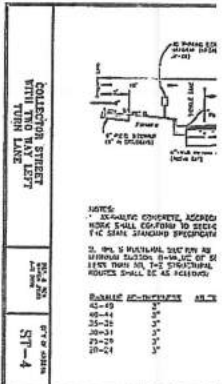
PINE STREET



FIRE TRUCK APRON



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CITY OF MADERA COLLECTOR STREET

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HOWARD ROAD

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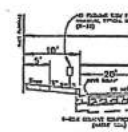
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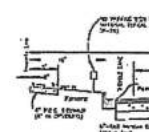
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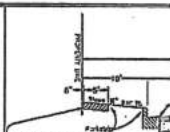
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NOTES:
1. ALL NEW CONCRETE, ASPHALT, AND PAINT SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, 2003 EDITION, AND THE MADERA SPECIFICATIONS FOR PUBLIC WORKS, 2003 EDITION.
2. THE STRUCTURAL SECTION IS A 12'0" SECTION, SECTION 01.01.
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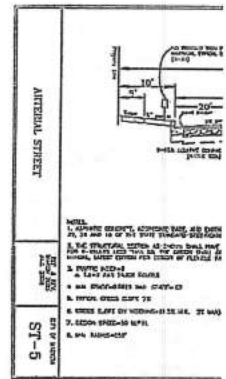
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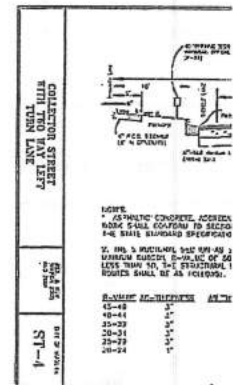
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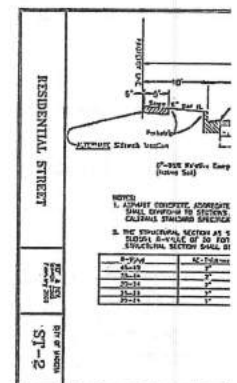
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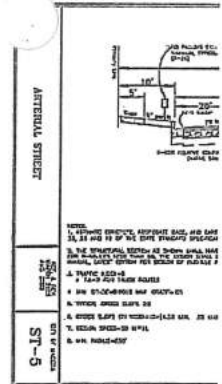
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AMENDMENT TO AGREEMENT BETWEEN NORTH STAR ENGINEERING GROUP INC., AND
THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY FOR
ENGINEERING SERVICES RELATED TO THE SOUTHWEST INDUSTRIAL PARK PROJECT

This Amendment to the previous agreement titled "Agreement Between NorthStar Engineering Group Inc., and The Madera Redevelopment Agency For Engineering Services Related to the Southwest Industrial Park Project" dated September 9, 2009, is made and entered into this 9th day of May 2012, by and between the Successor Agency of the former Madera Redevelopment Agency, hereinafter called "Successor Agency," and NorthStar Engineering Group, Inc., hereinafter called "Engineer".

WITNESSETH:

WHEREAS, the Madera Redevelopment Agency and Engineer entered into an agreement dated September 9, 2009, to contract with Engineer to provide engineering services related to the Southwest Industrial Park Project (the "Agreement"); and

WHEREAS, Successor Agency and Engineer desire to modify said Agreement by adding certain new services in the Agreement in addition to services originally to be accomplished in the Agreement. The new services to be included are design, modeling and analysis in the preparation of a preliminary utility master plan for the 112 acre site, in the City of Madera.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Paragraph "a" of the "Recitals" is amended to read as follows:

a. In an effort to improve the safety, function and aesthetic quality of the Redevelopment Project Area, the Agency has requested engineering services related to the Southwest Industrial Park Project, hereinafter together referred to as the "Project".

Section 2. Section 2.0 of the Agreement, "Obligations, Duties and Responsibilities of Engineer" is amended to read as follows:

2.0 Obligations, Duties and Responsibilities of Engineer. Obligations, Duties and Responsibilities of North Star. It shall be the duty, obligation and responsibility of North Star, in a skilled and professional manner, to perform, furnish and supply to the Agency the engineering and consulting services ("Services") required pertaining to the preparation of a Preliminary Utility Master Plan for the 112 acre Industrial Park site, as further described in the "Proposed Scope of Services", on Pages 4-22 of the "Preliminary Utility Master Plan Traffic and Circulation for 112 Acre Industrial Site, Madera CA", dated August 31, 2009, from North Star to Agency, attached hereto as "Exhibit A" and "Madera RDA 112 ACRE INDUSTRIAL PROJECT, Job 09-739, Estimate of Consulting Fees – Adjustments, attached hereto as "Exhibit B" each being incorporated herein as though fully set forth herein. This Agreement shall prevail should there be any discrepancies between "Exhibits A and B" and this Agreement.

Section 3. Section 3.1 of the Agreement "Fees." is amended to read as follows:

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by North Star to the Agency, Agency agrees to pay to North Star, and

North Star agrees to accept as payment in full, compensation on a lump sum fee basis as indicated in "Exhibit A" in an amount not to exceed a total of \$136,287.00, and as set forth in "Exhibit B", in an amount not to exceed \$11,688.40. It is understood and agreed to by both parties that all expenses incidental to Engineer's performance of services agreement will be actual cost reimbursement and are included in the basic fee.

Section 4. Section 3.2 of the Agreement "Monthly Progress Billings." is amended to read as follows:

3.2 Monthly Progress Billings - Engineer shall furnish Successor Agency with itemized progress billings for all services rendered and supplies furnished under Paragraph 2 hereof pertaining to any services to be paid for and based upon "Exhibits A, and B" attached hereto and incorporated herein as though fully set forth. Such payments shall be due and payable by Successor Agency to Engineer within thirty (30) days after presentation of approved invoices to Agency.

Section 5. Section 14.0 of the Agreement "Termination." Is hereby amended to read as follows:

14.0 Termination. - This Agreement may be terminated by mutual agreement or it may be terminated by the Agency upon giving a fifteen (15) day written notice of intent to terminate the contract. If, in the opinion of the Engineer, any requirement of the Agency under terms of this Agreement is unsound from an engineering standpoint, Engineer may terminate this Agreement upon fifteen (15) days written notice to the Agency.

Notice of termination shall be mailed to the Agency:

City of Madera, as Successor
Agency To the former
Madera Redevelopment Agency
c/o Jim Taubert, Executive Director
428 East Yosemite Avenue
Madera, CA 93638

To the Consultant:

North Star Engineering Group, Inc.
c/o Jeff Black, PE
909 14th Street, Modesto, CA 95354

In the event of such termination, North Star shall be paid for work completed through the date of termination, and any such work shall become the property of the Agency and the amount of final fee due and payable by Agency to North Star will be subject to negotiation.

Section 6. Pursuant to Section 15.0 the rights and obligations hereunder of the Madera Redevelopment Agency are assigned to the City of Madera as Successor Agency to the former Madera Redevelopment Agency of the City of Madera. Engineer consents to said Assignment.

Section 7. Exhibit "A" attached to this Amendment shall be added to and become a part of the original Agreement as Exhibit "B".

Section 8. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

CITY OF MADERA AS SUCCESSOR
AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY

NORTHSTAR ENGINEERING GROUP,
INC.

By: _____
Brett Frazier, Mayor

By: _____

Title: _____

ATTEST:

By: _____
Sandi Brown, Agency Secretary

APPROVED AS TO FORM:

By: _____
J. Brent Richardson, General Counsel



NORTHSTAR ENGINEERING GROUP, INC.

909 14th Street
Modesto, CA 95354,
(209) 524-3525
FAX (209) 524-3526

MADERA RDA 112 ACRE INDUSTRIAL PROJECT

Job # 09-739

Estimate of Consulting Fees - Adjustments

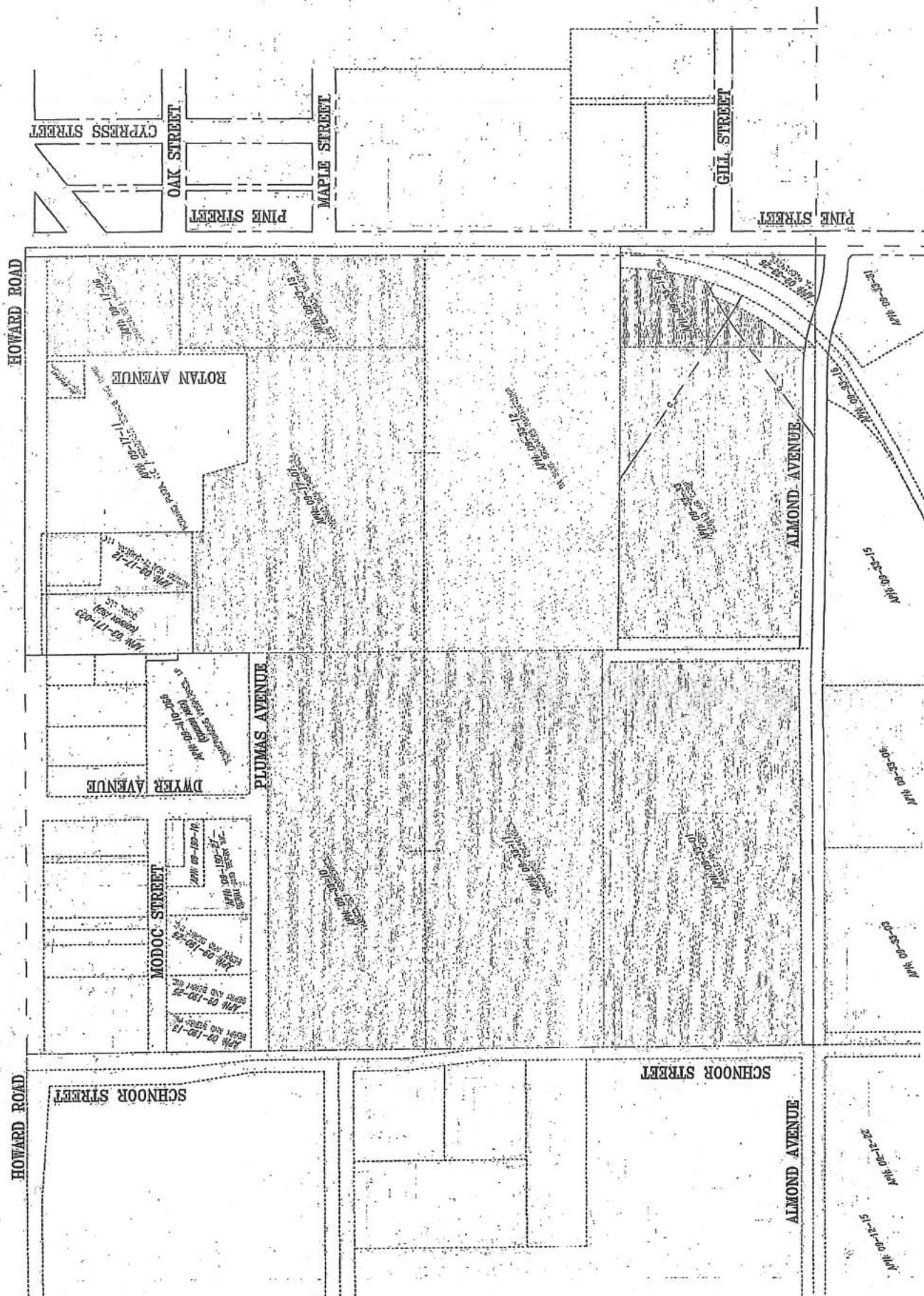
Task	Item Description [a]	Contract Amount	Percent Complete (%)	Amount Billed	Amount Remaining	Percentage Increase	Additional Funds	Final Contract Amount
1.1	Information Collection	\$1,115.00	100.0%	\$1,115.00	\$0.00	50.0%	\$557.50	\$1,672.50
1.2	Meetings	\$7,420.00	15.0%	\$1,113.00	\$6,307.00	0.0%	NO ADDITIONS	\$7,420.00
1.3	Circulation and Alignment Workshop	\$2,870.00	0.0%	\$0.00	\$2,870.00	0.0%	NO ADDITIONS	\$2,870.00
1.4	Railroad Coordination	\$4,120.00	10.0%	\$412.00	\$3,708.00	0.0%	NO ADDITIONS	\$4,120.00
2.1	Research and Coordination	\$5,680.00	100.0%	\$5,680.00	\$0.00	0.0%	NO ADDITIONS	\$5,680.00
		\$9,700.00	100.0%	\$9,700.00	\$0.00	0.0%	NO ADDITIONS	\$9,700.00
2.3	Aerial Survey/Orthorectified Photo	\$8,811.00	100.0%	\$8,811.00	\$0.00	0.0%	NO ADDITIONS	\$8,811.00
2.4	Topographic Exhibit	\$3,220.00	100.0%	\$3,220.00	\$0.00	0.0%	NO ADDITIONS	\$3,220.00
3.1	Hydraulic Calculations and Modeling	\$6,120.00	20.0%	\$1,224.00	\$4,896.00	10.0%	\$612.00	\$6,732.00
3.2	Sewer Analysis	\$5,960.00	20.0%	\$1,192.00	\$4,768.00	10.0%	\$596.00	\$6,556.00
3.3	Domestic Water Analysis	\$2,980.00	10.0%	\$298.00	\$2,682.00	10.0%	\$298.00	\$3,278.00
3.4	Storm Drain Analysis	\$10,520.00	20.0%	\$2,104.00	\$8,416.00	10.0%	\$1,052.00	\$11,572.00
3.5	Traffic and Circulations Study	\$15,806.00	64.1%	\$10,131.65	\$5,674.35	15.0%	\$2,370.90	\$18,176.90
3.6	Evaluation of Analysis	\$2,175.00	0.0%	\$0.00	\$2,175.00	0.0%	NO ADDITIONS	\$2,175.00
4.1	Circulation and Alignment Layout	\$6,400.00	100.0%	\$6,400.00	\$0.00	50.0%	\$3,200.00	\$9,600.00
4.2	Land Use Planning Options	\$6,400.00	40.0%	\$2,560.00	\$3,840.00	0.0%	NO ADDITIONS	\$6,400.00
5.1	Preliminary Design Report	\$30,020.00	20.0%	\$6,004.00	\$24,016.00	10.0%	\$3,002.00	\$33,022.00
5.2	Engineering Support	\$3,060.00	0.0%	\$0.00	\$3,060.00	0.0%	NO ADDITIONS	\$3,060.00
5.3	Land Use Graphics and Exhibits	\$3,910.00	0.0%	\$0.00	\$3,910.00	0.0%	NO ADDITIONS	\$3,910.00
Totals ==>		\$136,287.00		\$59,964.65	\$76,322.35		\$11,688.40	\$147,975.40

[a] All task items are Time and Materials - Not to Exceed amounts

CIVIL REVIEW PORTION
LAST UPDATE - 04/03/2012

PORTION	DESCRIPTION	INFO NEEDED FROM	PRIORITY	STATUS	RESULTS	DATE
SURVEY	Site Visit to verify existing topography	-				
PROJ MAN	Set-up meeting with Keith Helmuth to update all existing street, sewer, water, and storm drainage data and standards are current	-				
PROJ MAN	Set-up meeting with Planning Department to update all existing general plan data and confirm existing general plan	-				
PROJ MAN	Set-up meeting with Property Owners / Stakeholders to review site plan packages and confirm layout 3 is the final layout.	-				
WATER	Review Existing Water Master Plans	-				
WATER	Determine Points of Connections	-				
WATER	Determine Demand of the Industrial Project Site	-				
WATER	Determine Geometric Orientation of proposed Water System	-				
WATER	Determine capacity of existing Water System	-				
WATER	Model proposed Water System	-				
WATER	Determine additional infrastructure (wells, tanks) need for the site based on Water Model and City of Madera Master Plan Documents	-				
WATER	Prepare Overall Water System Model	-				
STORM	Review Existing Storm Drainage Master Plans	-				
STORM	Determine Storm Drainage Runoff of the Industrial Project Site	-				
STORM	Determine orientation of Storm Drainage System - Underground Piping System	-				
STORM	Determine orientation of Storm Drainage System - Low Impact Design - Swale System	-				
STORM	Determine discharge basin and capacity	-				
STORM	Determine possibility for on-site storm drainage basin	-				
STORM	Determine possibility for dual use - park facility	-				
SEWER	Based on initial conversations, sewer is available based on Existing Sewer Master Plan	-				
SEWER	Determine Points of Connections and off-site infrastructure requirements	-				
SEWER	Determine Sewer Demand of the Industrial Project Site and Capacity of the Existing Sewer System	-				
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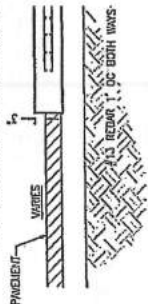


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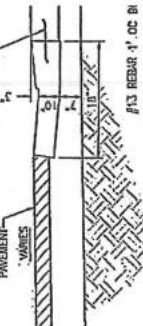




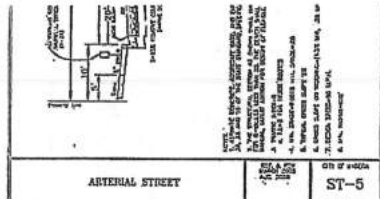
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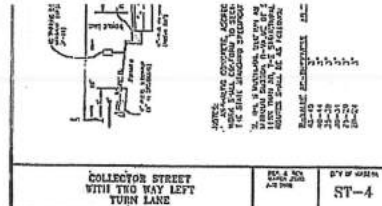
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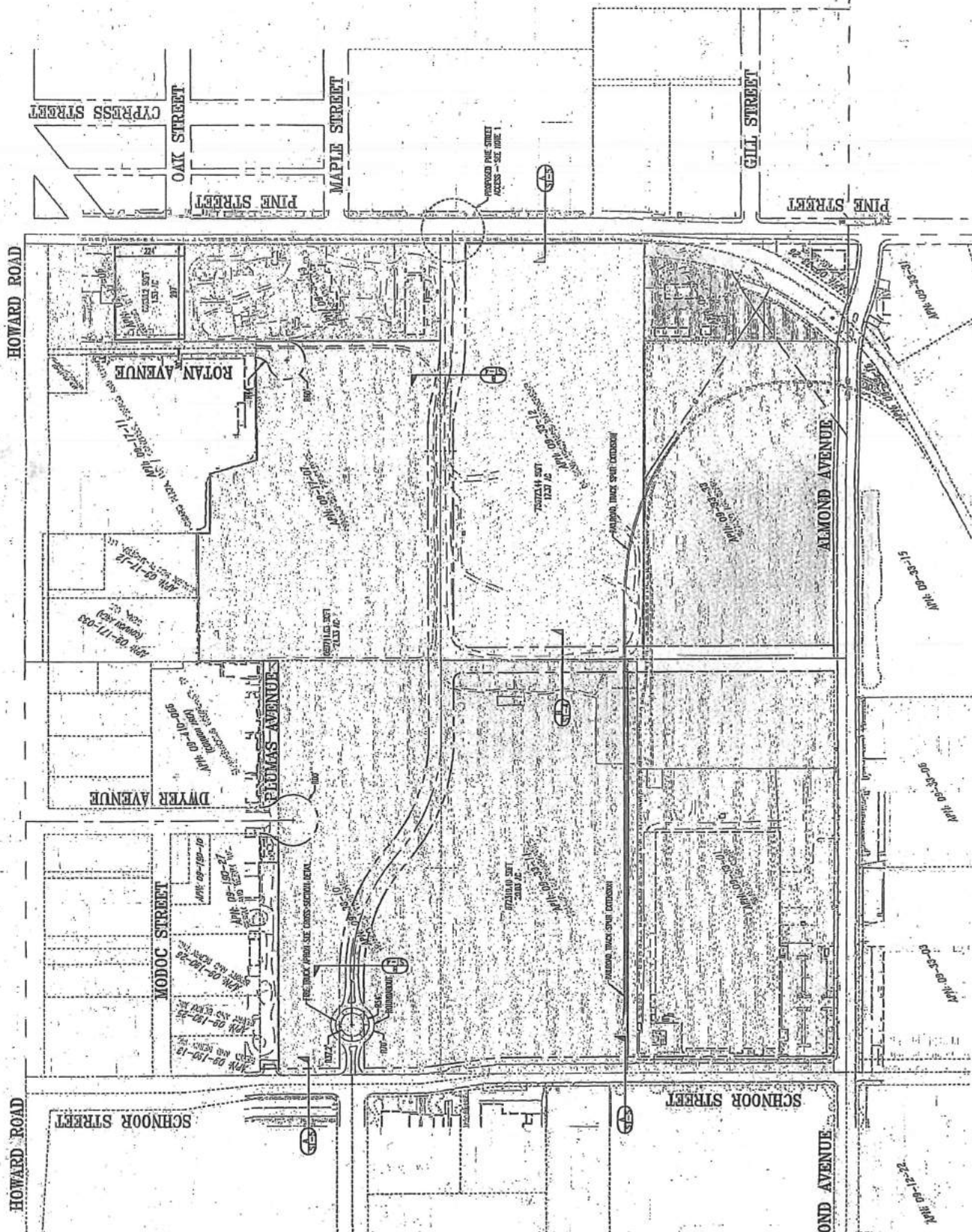


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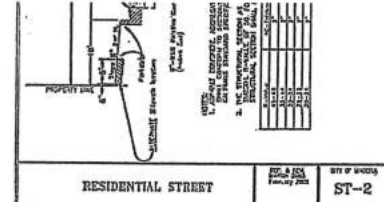
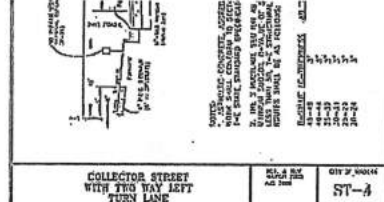
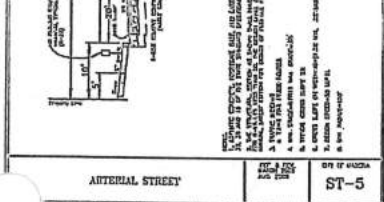
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CITY OF MADERA COLLECTOR STREET

RESIDENTIAL STREET

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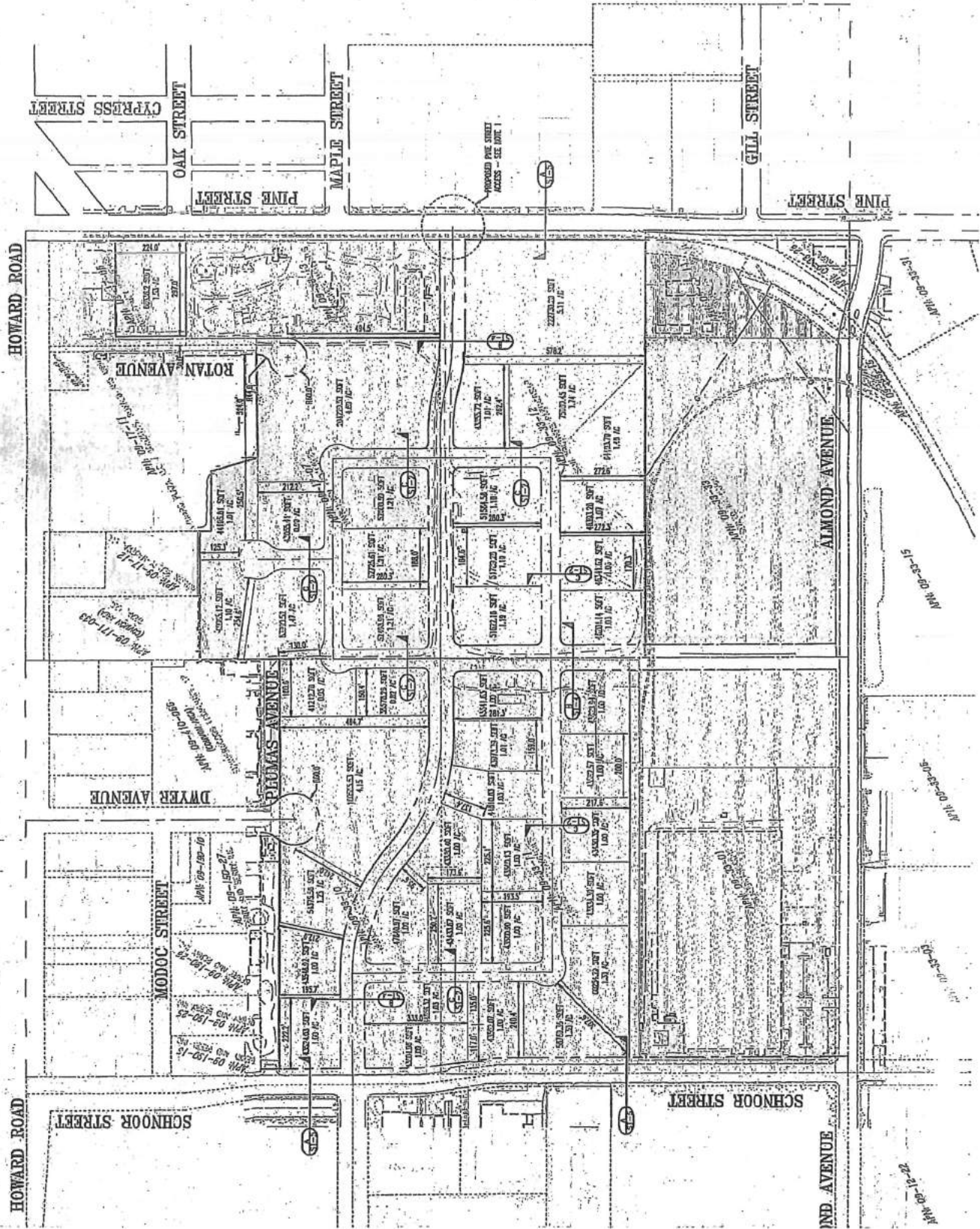
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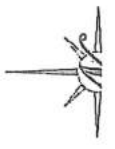
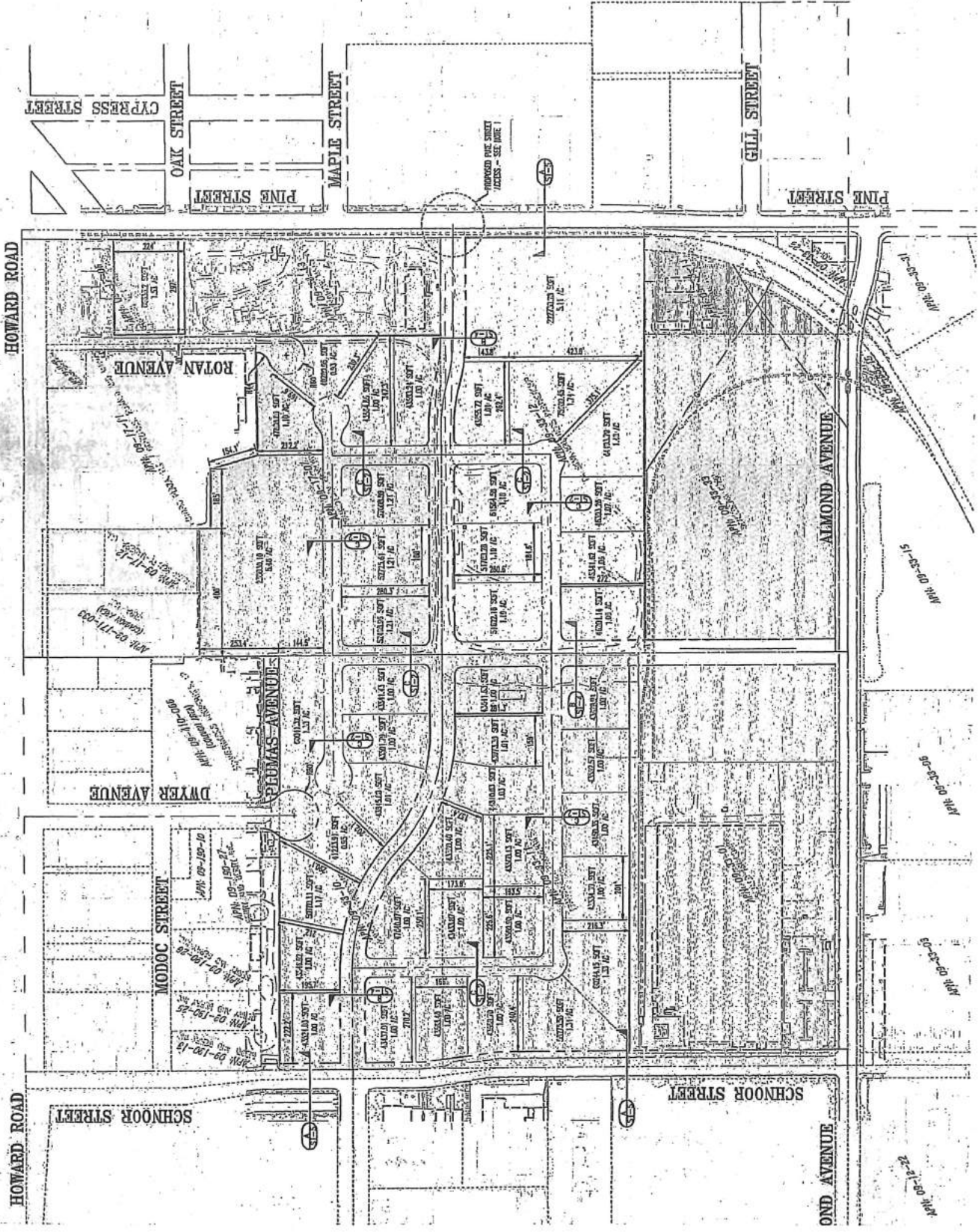
PROJECT: 10-10-06

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1. THE CITY ENGINEER SHALL REVIEW AND APPROVE ALL PLANS AND SPECIFICATIONS FOR THE PROPOSED IMPROVEMENTS TO THE STREET AND SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS.

2. THE CITY ENGINEER SHALL REVIEW AND APPROVE ALL PLANS AND SPECIFICATIONS FOR THE PROPOSED IMPROVEMENTS TO THE STREET AND SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS.

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1. THE CITY ENGINEER SHALL REVIEW AND APPROVE ALL PLANS AND SPECIFICATIONS FOR THE PROPOSED IMPROVEMENTS TO THE STREET AND SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS.

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CITY OF MADERA COLLECTOR STREET

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RESIDENTIAL STREET

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1. THE CITY ENGINEER SHALL REVIEW AND APPROVE ALL PLANS AND SPECIFICATIONS FOR THE PROPOSED IMPROVEMENTS TO THE STREET AND SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS.

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CITY OF MADERA RESIDENTIAL STREET

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REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: May 9, 2012

AGENDA ITEM NUMBER: 4.7

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Acknowledging and Approving the First Amendment to the Agreement between the Successor Agency and Blair, Church & Flynn for Design and Engineering Services Related to the Sunset/Laurel Linear Park Project

Summary: The Oversight Board will consider a resolution acknowledging and approving the first amendment to the agreement between the Successor Agency and Blair Church & Flynn Consulting Engineers amending the design and engineering services necessary to bring the project to a bid-ready status. The Sunset/Laurel Linear Park Project is located on the property along the Laurel Street alignment between Riverside Drive and Sunset Avenue.

HISTORY/BACKGROUND

The Sunset/Laurel Linear Park project was initiated in 2009. The RDA funded the design. The preliminary design is illustrated below:



SITUATION

It was anticipated that a combination of sources including CMAQ and REMOVE II would fund the construction. The intent of the project was to provide pedestrians access to the existing trail system linking to the existing Fresno River Trail.

The original agreement totaled \$40,000.00 of which \$25,074.00 has been paid, resulting in a balance of \$14,926.00. The balance remaining is sufficient to complete the project; however, it is necessary to amend the previous agreement updating the project scope to bring the project to a bid-ready status. The revised project scope is detailed on the attached proposal.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution acknowledging and approving an amendment to the agreement between the Successor Agency and Blair, Church & Flynn Consulting Engineers for design and engineering services related to the Sunset/Laurel Linear Park Project.

JET:sb

Attachment:

- Proposal
- Resolution

RESOLUTION NO. OB -

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT TO AGREEMENT WITH BLAIR, CHURCH & FLYNN FOR ENGINEERING AND DESIGN SERVICES FOR THE RIVERVIEW LINEAR PARK IMPROVEMENTS PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency is in need of design and engineering services in its efforts to finish the Engineering and Design Services for the Riverview Linear Park Improvements Project, located on the property along the Laurel Street alignment between Riverside Drive and Sunset Avenue, hereinafter referred to as the "Project"; and

WHEREAS, Blair, Church & Flynn is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency desires to add additional services to the original contract; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency has prepared an Amendment to Agreement with Blair, Church & Flynn for Engineering and Design Services for the Riverview Linear Park Improvements Project, (the "Agreement") and such Amended Agreement is on file in the office of the Executive Director of the Successor Agency of the former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.

2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary



May 1, 2012

James E. Taubert
Madera Redevelopment Agency
5 East Yosemite Avenue
Madera, CA 93638

File No. 209-0326

Principals

George Y. Blair, PE, *Retired*
Kenneth L. Church, PE, *Retired*
Michael E. Flynn, PE
Jeffrey D. Brians, PE
Adam K. Holt
Karl E. Kienow, PE
David A. Mowry, PE

**Subject: Professional Services Proposal
Riverview Linear Park Improvements**

Dear Jim:

Blair, Church & Flynn is pleased to present this engineering services proposal for the Riverview Linear Park Improvements project.

Project Understanding

We previously provided engineering services related to this project but due to financial considerations, the RDA placed a hold on completion of the design and on construction of the improvements. Based on our recent conversations, you now wish to complete the design of the project up to a "bid-ready" status. Please accept this proposal for our services to re-start and complete this work.

Scope of Services

The specific services we propose to provide are summarized as follows:

- A. We propose to complete all of the work described in our October 7, 2009 proposal with the exception of *Item III - Bidding and Construction Services*, and *Item IV - Construction Staking*.

Professional Services Fee

We propose to provide the engineering and landscape architecture services required to re-start and complete this project to a "bid-ready" status using the unbilled remainder of our existing contract, which our records indicate to be **\$14,925.52**.

Additional services not specified in the Scope of Services are available upon request and can be provided on a time and materials basis, according to the Fee Schedule shown in Exhibit A.

Schedule

Blair, Church & Flynn is prepared to start design efforts for this project immediately upon acceptance of this proposal and the execution of the RDA's Standard Agreement.

Licensed Professionals
Roy F. Arnold, PE
Lane R. Bader, PE
Efren Banuelos, PE
Himawan Brasali, PLS
David W. Briley, MLA
Michele K. De Good, CPA
Timothy J. Flynn, PE
Luis M. Gonzalez, PE
Francisco V. Magos II, PE, QSD
Steven R. Miller, PE
Beth G. Montanez, PE
Paige Noga, PE, QSD
Cordie R. Qualle, PE, MCE, QSD
Frank Sen, PE
Sean M. Smith, PE, MBA, QSD
Allen S. Westersund, PE
Randell Scott West, PLS
Edward M. Wong, PE

451 Clovis Ave., Suite 200
Clovis, CA 93612
Tel (559) 326-1400
Fax (559) 326-1500
www.bcf-engr.com

Jim Taubert, Madera RDA
Proposal – Laurel Linear Park
May 1, 2012
Page 2 of 3

We appreciate the opportunity to assist the Redevelopment Agency in making these significant improvements to the community of Madera. Should you have any questions about this proposal, please contact me at (559) 326-1400.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS



Jeff Eriens
Principal

Attachment

Blair,
Church
& Flynn

Exhibit A: Professional Services Fee Schedule

Madera County

CLASSIFICATION	RATE
Principal Engineer	\$155.00/Hour
Professional Civil Engineer 3	145.00/Hour
Professional Civil Engineer 2	135.00/Hour
Professional Civil Engineer 1	120.00/Hour
Assistant Engineer 3.....	110.00/Hour
Assistant Engineer 2.....	105.00/Hour
Assistant Engineer 1.....	93.00/Hour
Professional Land Surveyor 2	120.00/Hour
Professional Land Surveyor 1	115.00/Hour
Assistant Surveyor.....	70.00/Hour
Licensed Landscape Architect	105.00/Hour
Design Technician.....	95.00/Hour
CAD Technician 3.....	85.00/Hour
CAD Technician 2.....	75.00/Hour
CAD Technician 1.....	62.00/Hour
Staff Analyst	90.00/Hour
Clerical.....	60.00/Hour
Engineering Aide	52.00/Hour
Construction Inspector	100.00/Hour
1-Man Survey Party.....	130.00/Hour
2-Man Survey Party.....	250.00/Hour
3-Man Survey Party.....	350.00/Hour
Survey Party Travel.....	70.00/Hour
Computer Aided Design, Drafting & Surveying Systems Surcharge	10.00/Hour
Ground Penetrating Radar Surcharge	20.00/Hour
GPS Receivers Surcharge	25.00/Hour/Each
Robotic Total Station Surcharge	25.00/Hour/Each
HD Scan Station Surcharge	200.00/Hour
Materials, Printing, Equipment Rental and Associated Expense	Cost x 1.15
Subconsultant Procurement.....	Cost x 1.15
Mileage	0.70 per mile

Note: Blair, Church & Flynn Consulting Engineers General Engineering Fee Schedule rates are subject to adjustment annually. Survey party and construction inspector rates are also subject to adjustment upon change in "Prevailing Rate" as determined by the Director of Industrial Relations, State of California.

COPY

AMENDMENT TO AGREEMENT BETWEEN BLAIR, CHURCH & FLYNN AND THE
SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY FOR ENGINEERING
AND DESIGN SERVICES FOR THE RIVERVIEW LINEAR PARK IMPROVEMENTS PROJECT

This Amendment to the previous agreement titled "Agreement Between Blair, Church & Flynn and The Madera Redevelopment Agency for Engineering and Design Services for the Riverview Linear Park Improvements Project" dated October 14, 2009, is made and entered into this 9th day of May 2012, by and between the Successor Agency of the Former Madera Redevelopment Agency, hereinafter called "Successor Agency," and Blair, Church & Flynn, hereinafter called "Engineer".

WITNESSETH:

WHEREAS, the Madera Redevelopment Agency and Engineer entered into an agreement dated October 14, 2009, to contract with Engineer to provide Engineering and Design Services for the Riverview Linear Park Improvements Project (the "Agreement"); and

WHEREAS, Successor Agency and Engineer desire to modify said Agreement by reducing certain services in the Agreement which were originally to be accomplished in the Agreement.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Paragraph "a" of the "Recitals" is amended to read as follows:

a. In an effort to remove physical and economic blight from the Project Area, the Agency has Engineering and Design Services for the Riverview Linear Park Improvements Project, hereinafter together referred to as the "Riverview Linear Park Improvements Project".

Section 2. Section 2.0 of the Agreement, "Obligations, Duties and Responsibilities of Engineer" is amended to read as follows:

2.0 Obligations, Duties and Responsibilities of Engineer. It shall be the duty, obligation and responsibility of the Engineer, in a skilled and professional manner, to perform, furnish and supply to the Successor Agency the Design and Engineering Services ("Services") required pertaining to the Engineering and Design Services for the Riverview Linear Park Improvements Project, as further described in the "Professional Services Proposal" attached hereto as "Exhibit A" and in the "Professional Services Proposal, Riverview Linear Park Improvements" attached hereto as "Exhibit B" each being incorporated herein as though fully set forth herein.

Section 3. Section 3.2 of the Agreement "Monthly Progress Billings." is amended to read as follows:

3.2 Monthly Progress Billings - Engineer shall furnish Successor Agency with itemized progress billings for all services rendered and supplies furnished under Paragraph 2 hereof pertaining to any services to be paid for and based upon "Exhibits A. and B" attached hereto and incorporated herein as though fully set forth. Such payments shall be due and payable by Successor Agency to Engineer within

thirty (30) days after presentation of approved invoices to Agency.

Section 4. Section 14.0 of the Agreement "Termination." is amended to read as follows:

14.0 Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the Agency upon giving a fifteen (15) day written notice of intent to terminate the contract. If, in the opinion of the Engineer, any requirement of the Agency under terms of this Agreement is unsound from an engineering standpoint, Engineer may terminate this Agreement upon fifteen (15) day written notice to the Agency.

Notice of termination shall be mailed to the Agency:

City of Madera, as Successor
Agency To the former
Madera Redevelopment Agency
c/o Jim Taubert, Executive Director
428 East Yosemite Avenue
Madera, CA 93638

To the Engineer:

Blair, Church & Flynn
Consulting Engineers
451 Clovis Avenue, Suite 200
Clovis, CA 93612

In the event of such termination, Engineer shall be paid for work completed to date of termination, and any such work shall become the property of the Agency and the amount of final fee due and payable by Agency to Engineer will be subject to negotiation but in no event less than the fees calculated on an hourly basis, as set forth in "Exhibits A and B".

Section 5. Pursuant to Section 15.0 the rights and obligations hereunder of the Madera Redevelopment Agency are assigned to the City of Madera as Successor Agency to the Former Madera Redevelopment Agency of the City of Madera. Engineer consents to said Assignment.

Section 6. Exhibit "A" attached to this Amendment shall be added to and become a part of the original Agreement as Exhibit "B".

Section 7. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

////

////

CITY OF MADERA AS SUCCESSOR
AGENCY TO THE FORMER

MADERA REDEVELOPMENT AGENCY

By: _____
Brett Frazier, Mayor

BLAIR, CHURCH & FLYNN

By: _____

ATTEST:

By: _____
Sandi Brown, Agency Secretary

APPROVED AS TO FORM:

By: _____
J. Brent Richardson, General Counsel



May 1, 2012

James E. Taubert
Madera Redevelopment Agency
5 East Yosemite Avenue
Madera, CA 93638

File No. 209-0326

Principals

George Y. Blair, PE, *Retired*
Kenneth L. Church, PE, *Retired*
Michael E. Flynn, PE
Jeffrey D. Brians, PE
Adam K. Holt
Karl E. Kienow, PE
David A. Mowry, PE

**Subject: Professional Services Proposal
Riverview Linear Park Improvements**

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Project Understanding

We previously provided engineering services related to this project but due to financial considerations, the RDA placed a hold on completion of the design and on construction of the improvements. Based on our recent conversations, you now wish to complete the design of the project up to a "bid-ready" status. Please accept this proposal for our services to re-start and complete this work.

Scope of Services

The specific services we propose to provide are summarized as follows:

- A. We propose to complete all of the work described in our October 7, 2009 proposal with the exception of *Item III - Bidding and Construction Services*, and *Item IV - Construction Staking*.

Professional Services Fee

We propose to provide the engineering and landscape architecture services required to re-start and complete this project to a "bid-ready" status using the unbilled remainder of our existing contract, which our records indicate to be **\$14,925.52**.

Additional services not specified in the Scope of Services are available upon request and can be provided on a time and materials basis, according to the Fee Schedule shown in Exhibit A.

Schedule

Blair, Church & Flynn is prepared to start design efforts for this project immediately upon acceptance of this proposal and the execution of the RDA's Standard Agreement.

Licensed Professionals
Roy F. Arnold, PE
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We appreciate the opportunity to assist the Redevelopment Agency in making these significant improvements to the community of Madera. Should you have any questions about this proposal, please contact me at (559) 326-1400.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS


Jeff Brians
Principal

Attachment

Exhibit A: Professional Services Fee Schedule

Madera County

CLASSIFICATION	RATE
Principal Engineer	\$155.00/Hour
Professional Civil Engineer 3	145.00/Hour
Professional Civil Engineer 2	135.00/Hour
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GPS Receivers Surcharge	25.00/Hour/Each
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HD Scan Station Surcharge	200.00/Hour
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Subconsultant Procurement.....	Cost x 1.15
Mileage	0.70 per mile

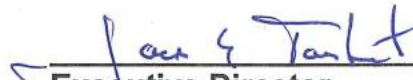
Note: Blair, Church & Flynn Consulting Engineers General Engineering Fee Schedule rates are subject to adjustment annually. Survey party and construction inspector rates are also subject to adjustment upon change in "Prevailing Rate" as determined by the Director of Industrial Relations, State of California.

REPORT TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: May 9, 2012

AGENDA ITEM NUMBER: 4.8

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Acknowledging and Approving the First Amendment to the Agreement between the Successor Agency and Blair, Church & Flynn for the Preparation of an Infrastructure Master Plan for the Avenue 16/Avenue 17 Commercial/Industrial Corridor

Summary: The Oversight Board will consider a resolution acknowledging and approving the first amendment to the agreement between the Successor Agency and Blair Church & Flynn Consulting Engineers to complete the infrastructure master plan. The amount of the amended agreement is not to exceed \$25,000.00.

HISTORY/BACKGROUND

The process was initiated in 2007; however, the scope changed due to the Avenue 16 Canal Pipeline and Ellis Overcrossing projects. Project boundaries are illustrated below.



SITUATION

Sewer, water and storm drainage plans have been completed. Draft traffic circulation plans were prepared, but the project was suspended before the options could be publicly vetted.

RECOMMENDATION

Staff recommends the Oversight Board adopt the resolution acknowledging and approving an amendment to the agreement between the Successor Agency and Blair, Church & Flynn Consulting Engineers for the Avenue 16/Avenue 17 Commercial/Industrial Corridor Project.

JET:sb

Attachment:

- Proposal
- Resolution

RESOLUTION NO. OB -

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT TO AGREEMENT WITH BLAIR, CHURCH & FLYNN FOR INFRASTRUCTURE PLANNING IN THE AVENUE 16/AVENUE17 COMMERCIAL/INDUSTRIAL CORRIDOR AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency is in need of design and engineering services in its efforts to finish the Infrastructure planning in the Avenue 16/Avenue17 Commercial/Industrial Corridor, hereinafter referred to as the "Project"; and

WHEREAS, Blair, Church & Flynn is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency desires to add additional services to the original contract; and

WHEREAS, the Successor Agency of the former Madera Redevelopment Agency has prepared an Amendment to Agreement with Blair, Church & Flynn for the Infrastructure planning in the Avenue 16/Avenue17 Commercial/Industrial Corridor (the "Agreement") and such Amended Agreement is on file in the office of the Executive Director of the Successor Agency of the former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary



May 1, 2012

James E. Taubert
Madera Redevelopment Agency
408 East Yosemite Avenue
Madera, CA 93638

File No. 207-0372

Principals

George Y. Blair, PE, *Retired*
Kenneth L. Church, PE, *Retired*
Michael E. Flynn, PE
Jeffrey D. Brians, PE
Adam K. Holt
Karl E. Kienow, PE
David A. Mowry, PE

**Subject: Professional Services Proposal
Airport Area Master Plan**

Dear Jim:

Thank you for requesting a proposal to provide professional engineering services for completion of the Airport Area Master Plan.

Project Understanding

After having placed the Airport Area Master Plan on hold for an extended period of time, you are now ready to complete the Master Plan. Before we were asked to stop work on this project, we had submitted the draft report to both the City and the RDA for review and comment. Although we weren't provided formal comments prior to the stop-work, we had numerous discussions with the City, the RDA, Caltrans and the traffic consultants working on the casino development proposal.

The City has expressed an interest in widening the scope of the study area for storm drainage to include an undefined area to the north of Avenue 17. However, based on your comments today, we understand that this expansion will not be included in our scope of work.

Traffic issues within and adjacent to the study area have been heavily influenced by the prospect of a major commercial development near the north end of the study area, including the casino that has long been proposed there. Depending on what the latest projections are for this development, it will be necessary to revisit the Traffic Impact Studies, both for that development, and also for our Master Plan study area. The traffic projections for the two areas are inextricably related and need to be coordinated with each other.

Naturally, if the street and intersection configurations are modified to fit the latest traffic study results, those street changes with ripple through all of our drawings for utility infrastructure.

Until some of these questions are settled out, it is difficult to accurately assess the effort necessary to complete the Master Plan. Therefore our fee proposal below is based on time and materials charges rather than a lump sum amount.

Scope of Services

The specific services we propose to provide are summarized as follows:

- A. We will complete the Master Plan based on the scope of work outlined in our original agreement.

451 Clovis Ave., Suite 200
Clovis, CA 93612
Tel (559) 326-1400
Fax (559) 326-1500
www.bcf-engr.com

- B. We will provide additional services described above, and as requested by the City and the RDA. It is expected that those additional services could include the following:
1. Revise/update the Traffic Impact Study
 2. Revise the Transportation Master Plan
 3. Revise the Water Master Plan if required by changes in the transportation Master Plan
 4. Revise the Sewer Master Plan if required by changes in the transportation Master Plan
 5. Revise the Infrastructure Report and re-submit it to the City for review and comment. Revise the report in accordance with City requests and provide a final, approved report

Professional Services Fee

Blair, Church & Flynn will provide the additional engineering services described in the above Scope of Services on a customary time and materials basis according to the Fee Schedule shown in Exhibit A, with total professional fees not to exceed **\$25,000** without prior approval. We understand that this amount will be added to our existing contract by change order.

Additional services not specified in the Scope of Services are available upon request and can be provided on a time and materials basis, according to the Fee Schedule shown in Exhibit A.

Closing Comments

Please don't hesitate to contact me at (559) 326-1400 if you have any questions. We greatly appreciate the opportunity to provide these services and we look forward to working with you.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS



Jeff Brans
Principal

Blair,
Church
& Flynn

Exhibit A: Professional Services Fee Schedule**Madera County**

CLASSIFICATION	RATE
Principal Engineer	\$155.00/Hour
Professional Civil Engineer 3	145.00/Hour
Professional Civil Engineer 2	135.00/Hour
Professional Civil Engineer 1	120.00/Hour
Assistant Engineer 3.....	110.00/Hour
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Design Technician.....	95.00/Hour
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GPS Receivers Surcharge	25.00/Hour/Each
Robotic Total Station Surcharge	25.00/Hour/Each
HD Scan Station Surcharge	200.00/Hour
Materials, Printing, Equipment Rental and Associated Expense	Cost x 1.15
Subconsultant Procurement.....	Cost x 1.15
Mileage.....	0.70 per mile

Note: Blair, Church & Flynn Consulting Engineers General Engineering Fee Schedule rates are subject to adjustment annually. Survey party and construction inspector rates are also subject to adjustment upon change in "Prevailing Rate" as determined by the Director of Industrial Relations, State of California.

COPY

AMENDMENT TO AGREEMENT BETWEEN BLAIR, CHURCH & FLYNN AND THE
SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY FOR
INFRASTRUCTURE PLANNING IN THE AVENUE 16/AVENUE17 COMMERCIAL/INDUSTRIAL
CORRIDOR

This Amendment to the previous agreement titled "Agreement Between Blair, Church & Flynn and The Madera Redevelopment Agency For Infrastructure planning in the Avenue 16/Avenue17 Commercial/Industrial Corridor" dated October 10, 2007, is made and entered into this 9th day of May 2012, by and between the Successor Agency of the former Madera Redevelopment Agency, hereinafter called "Successor Agency," and Blair, Church & Flynn, hereinafter called "Engineer".

WITNESSETH:

WHEREAS, the Madera Redevelopment Agency and Engineer entered into an agreement dated October 14, 2009, to contract with Engineer to provide Infrastructure planning in the Avenue 16/Avenue17 Commercial/Industrial Corridor (the "Agreement"); and

WHEREAS, Successor Agency and Engineer desire to modify said Agreement by adding certain new services in the Agreement in addition to services originally to be accomplished in the Agreement. The new services to be included are the completion of the Airport Area Master Plan, in the City of Madera.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Paragraph "a" of the "Recitals" is amended to read as follows:

a. In an effort to improve the safety, function and aesthetic quality of several streets in the Project Area, the Agency has requested Infrastructure planning in the Avenue 16/Avenue17 Commercial/Industrial Corridor, hereinafter together referred to as the "Project".

Section 2. Section 2.0 of the Agreement, "Obligations, Duties and Responsibilities of Engineer" is amended to read as follows:

2.0 Obligations, Duties and Responsibilities of Engineer. It shall be the duty, obligation and responsibility of the Engineer, in a skilled and professional manner, to perform, furnish and supply to the Successor Agency the Design and Engineering Services ("Services") required pertaining to the Infrastructure planning in the Avenue 16/Avenue17 Commercial/Industrial Corridor, as further described in the "Professional Services Proposal (Revised) – Madera Specific Plan Number 1 – "Airport Area" Infrastructure Master Plan" attached hereto as "Exhibit A" and "Professional Services Proposal Airport Area Master Plan", attached hereto as "Exhibit B" each being incorporated herein as though fully set forth herein.

Section 3. Section 3.1 of the Agreement "Fees." is amended to read as follows:

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by the Engineer to the Successor Agency, Successor Agency agrees to pay to Engineer, and Engineer agrees to accept as payment in full, compensation on an hourly rate

basis as set forth in "Exhibit A", in an amount not to exceed \$89,500.00, and as set forth in "Exhibit B", in an amount not to exceed \$25,000.00. It is understood and agreed to by both parties that all expenses incidental to Engineer's performance of services agreement will be actual cost reimbursement and are included in the basic fee.

Section 4. Section 3.2 of the Agreement "Monthly Progress Billings." is amended to read as follows:

3.2 Monthly Progress Billings - Engineer shall furnish Successor Agency with itemized progress billings for all services rendered and supplies furnished under Paragraph 2 hereof pertaining to any services to be paid for and based upon "Exhibits A, and B" attached hereto and incorporated herein as though fully set forth. Such payments shall be due and payable by Successor Agency to Engineer within thirty (30) days after presentation of approved invoices to Agency.

Section 5. Section 14.0 of the Agreement "Termination." is amended to read as follows:

14.0 Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the Agency upon giving a fifteen (15) day written notice of intent to terminate the contract. If, in the opinion of the Engineer, any requirement of the Agency under terms of this Agreement is unsound from an engineering standpoint, Engineer may terminate this Agreement upon fifteen (15) day written notice to the Agency.

Notice of termination shall be mailed to the Agency:

City of Madera, as Successor
Agency To the former
Madera Redevelopment Agency
c/o Jim Taubert, Executive Director
428 East Yosemite Avenue
Madera, CA 93638

To the Engineer:

Blair, Church & Flynn
Consulting Engineers
451 Clovis Avenue, Suite 200
Clovis, CA 93612

In the event of such termination, Engineer shall be paid for work completed to date of termination, and any such work shall become the property of the Agency and the amount of final fee due and payable by Agency to Engineer will be subject to negotiation but in no event less than the fees calculated on an hourly basis, as set forth in "Exhibits A and B".

Section 6. Pursuant to Section 15.0 the rights and obligations hereunder of the Madera Redevelopment Agency are assigned to the City of Madera as Successor Agency to the former Madera Redevelopment Agency of the City of Madera. Engineer consents to said Assignment.

Section 7. Exhibit "A" attached to this Amendment shall be added to and become a part of the original Agreement as Exhibit "B".

Section 8. All other provisions of the Agreement not inconsistent with this Amendment shall continue in

full force and effect.

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

CITY OF MADERA AS SUCCESSOR
AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY

BLAIR, CHURCH & FLYNN

By: _____
Brett Frazier, Mayor

By: _____

ATTEST:

By: _____
Sandi Brown, Agency Secretary

APPROVED AS TO FORM:

By: _____
J. Brent Richardson, General Counsel



May 1, 2012

James E. Taubert
Madera Redevelopment Agency
408 East Yosemite Avenue
Madera, CA 93638

File No. 207-0372

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George Y. Blair, PE, *Retired*
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Project Understanding

After having placed the Airport Area Master Plan on hold for an extended period of time, you are now ready to complete the Master Plan. Before we were asked to stop work on this project, we had submitted the draft report to both the City and the RDA for review and comment. Although we weren't provided formal comments prior to the stop-work, we had numerous discussions with the City, the RDA, Caltrans and the traffic consultants working on the casino development proposal.

The City has expressed an interest in widening the scope of the study area for storm drainage to include an undefined area to the north of Avenue 17. However, based on your comments today, we understand that this expansion will not be included in our scope of work.

Traffic issues within and adjacent to the study area have been heavily influenced by the prospect of a major commercial development near the north end of the study area, including the casino that has long been proposed there. Depending on what the latest projections are for this development, it will be necessary to revisit the Traffic Impact Studies, both for that development, and also for our Master Plan study area. The traffic projections for the two areas are inextricably related and need to be coordinated with each other.

Naturally, if the street and intersection configurations are modified to fit the latest traffic study results, those street changes with ripple through all of our drawings for utility infrastructure.

Until some of these questions are settled out, it is difficult to accurately assess the effort necessary to complete the Master Plan. Therefore our fee proposal below is based on time and materials charges rather than a lump sum amount.

Scope of Services

The specific services we propose to provide are summarized as follows:

- A. We will complete the Master Plan based on the scope of work outlined in our original agreement.

Licensed Professionals
Roy F. Arnold, PE
Lane R. Bader, PE
Efren Banuelos, PE
Himawan Brasali, PLS
David W. Briley, MLA
Michele K. De Good, CPA
Timothy J. Flynn, PE
Luis M. Gonzalez, PE
Francisco V. Magos II, PE, QSD
Steven R. Miller, PE
Beth G. Montanez, PE
Paige Noga, PE, QSD
Cordie R. Qualle, PE, MCE, QSD
Frank Sen, PE
Sean M. Smith, PE, MBA, QSD
Allen S. Westersund, PE
Randell Scott West, PLS
Edward M. Wong, PE

451 Clovis Ave., Suite 200
Clovis, CA 93612
Tel (559) 326-1400
Fax (559) 326-1500
www.bcf-engr.com

B. We will provide additional services described above, and as requested by the City and the RDA. It is expected that those additional services could include the following:

1. Revise/update the Traffic Impact Study
2. Revise the Transportation Master Plan
3. Revise the Water Master Plan if required by changes in the transportation Master Plan
4. Revise the Sewer Master Plan if required by changes in the transportation Master Plan
5. Revise the Infrastructure Report and re-submit it to the City for review and comment. Revise the report in accordance with City requests and provide a final, approved report

Professional Services Fee

Blair, Church & Flynn will provide the additional engineering services described in the above Scope of Services on a customary time and materials basis according to the Fee Schedule shown in Exhibit A, with total professional fees not to exceed \$25,000 without prior approval. We understand that this amount will be added to our existing contract by change order.

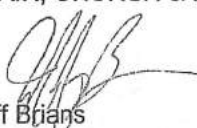
Additional services not specified in the Scope of Services are available upon request and can be provided on a time and materials basis, according to the Fee Schedule shown in Exhibit A.

Closing Comments

Please don't hesitate to contact me at (559) 326-1400 if you have any questions. We greatly appreciate the opportunity to provide these services and we look forward to working with you.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS



Jeff Briens
Principal

Blair,
Church
& Flynn

Exhibit A: Professional Services Fee Schedule

Madera County

CLASSIFICATION	RATE
Principal Engineer	\$155.00/Hour
Professional Civil Engineer 3	145.00/Hour
Professional Civil Engineer 2	135.00/Hour
Professional Civil Engineer 1	120.00/Hour
Assistant Engineer 3.....	110.00/Hour
Assistant Engineer 2.....	105.00/Hour
Assistant Engineer 1.....	93.00/Hour
Professional Land Surveyor 2	120.00/Hour
Professional Land Surveyor 1	115.00/Hour
Assistant Surveyor.....	70.00/Hour
Licensed Landscape Architect	105.00/Hour
Design Technician	95.00/Hour
CAD Technician 3.....	85.00/Hour
CAD Technician 2.....	75.00/Hour
CAD Technician 1.....	62.00/Hour
Staff Analyst	90.00/Hour
Clerical.....	60.00/Hour
Engineering Aide	52.00/Hour
Construction Inspector	100.00/Hour
1-Man Survey Party.....	130.00/Hour
2-Man Survey Party.....	250.00/Hour
3-Man Survey Party.....	350.00/Hour
Survey Party Travel.....	70.00/Hour
Computer Aided Design, Drafting & Surveying Systems Surcharge	10.00/Hour
Ground Penetrating Radar Surcharge	20.00/Hour
GPS Receivers Surcharge	25.00/Hour/Each
Robotic Total Station Surcharge	25.00/Hour/Each
HD Scan Station Surcharge	200.00/Hour
Materials, Printing, Equipment Rental and Associated Expense	Cost x 1.15
Subconsultant Procurement.....	Cost x 1.15
Mileage	0.70 per mile

Note: Blair, Church & Flynn Consulting Engineers General Engineering Fee Schedule rates are subject to adjustment annually. Survey party and construction inspector rates are also subject to adjustment upon change in "Prevailing Rate" as determined by the Director of Industrial Relations, State of California.

Blair,
Church
& Flynn

OVERSIGHT BOARD – CORRECTED **RESOLUTIONS**

An error was corrected in resolution titles for the following agenda items. Corrected resolutions are attached.

3.3 Consideration of a Resolution Approving an Agreement with Peter S. Cooper, MAI for Appraisal Services Related to the Potential Acquisition at 112 West Sixth Street, Madera, CA (APN 010-135-012) and a Potential Sale of Property at 124 South 'A' Street (APN 007-165-006)

4.4 Consideration of a Resolution Acknowledging and Approving the Second Amendment to the Agreement between the Successor Agency and Quad-Knopf for Design and Engineering Services Related to the Adell Improvement Project

4.5 Consideration of a Resolution Acknowledging and Approving the First Amendment to the Agreement between the Successor Agency and Quad-Knopf for Design and Engineering Services Related to the Canal Relocation Project

4.6 Consideration of a Resolution Acknowledging and Approving the First Amendment to the Agreement between the Successor Agency and North Star Engineering Group for the Preparation of an Infrastructure Master Plan for the Southwest Industrial Area

4.7 Consideration of a Resolution Acknowledging and Approving the First Amendment to the Agreement between the Successor Agency and Blair, Church & Flynn for Design and Engineering Services Related to the Sunset/Laurel Linear Park Project

4.8 Consideration of a Resolution Acknowledging and Approving the First Amendment to the Agreement between the Successor Agency and Blair, Church & Flynn for the Preparation of an Infrastructure Master Plan for the Avenue 16/Avenue 17 Commercial/Industrial Corridor

RESOLUTION NO. OB -

A RESOLUTION OF THE OVERSIGHT BOARD TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA APPROVING AGREEMENT WITH PETER S. COOPER, MAI FOR APPRAISAL SERVICES FOR 112 WEST 6TH STREET AND 124 SOUTH 'A' STREET, MADERA CALIFORNIA BEING CONSIDERED FOR ACQUISITION AND/OR SALE BY THE SUCCESSOR AGENCY ~~AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY~~

WHEREAS, The Successor Agency is in the process of making a determination as to whether or not to acquire and/or sale certain properties within the Redevelopment Area; and

WHEREAS, Successor Agency requires Appraisal Services of a qualified professional appraiser to determine the Fair Market Value for the parcels; and

WHEREAS, Peter S. Cooper, MAI ("Appraiser") is qualified to perform such property appraisals; and

WHEREAS, Appraiser has prepared a Quotation for Appraisal Services in connection with his providing of services to perform an appraisal for 112 W. 6th Street and 124 South 'A' Street, Madera Ca, which is located in the Project Area; and

WHEREAS, Successor Agency has prepared an agreement with Peter S. Cooper, MAI (the "Agreement") based upon Appraiser's Quotation for Appraisal Services with a cost not to exceed \$3,500.00 and such Agreement is on file in the office of the Executive Director of the Successor Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby resolves, finds,

determines and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.
3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.
4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary

RESOLUTION NO. OB -

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA APPROVING SECOND AMENDMENT TO AGREEMENT WITH QUAD KNOPF FOR DESIGN AND ENGINEERING SERVICES RELATED TO THE ADELL IMPROVEMENT PROJECT ~~AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY~~

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency is in need of design and engineering services in its efforts to finish the reconstruction of the Adell Street between Road 26 and North Lake Street project, hereinafter referred to as the "Project"; and

WHEREAS, Quad Knopf is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency desires to add additional services to the original contract; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency has prepared a Second Amendment to Agreement with Quad Knopf for the additional design and engineering work needed for the Adell Improvement Project (the "Agreement") and such Amended Agreement is on file in the office of the Executive Director of the Successor Agency of the Former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary

RESOLUTION NO. OB-

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA APPROVING SECOND AMENDMENT TO AGREEMENT WITH QUAD KNOPF FOR DESIGN AND ENGINEERING SERVICES RELATED TO THE MID PIPELINE RELOCATION PROJECT ~~AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY~~

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency is in need of design and engineering services in its efforts to finish the MID Pipeline Relocation Project, hereinafter referred to as the "Project"; and

WHEREAS, Quad Knopf is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency desires to add additional services to the original contract; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency has prepared an Amendment to Agreement with Quad Knopf for the additional design and engineering work needed for the MID Pipeline Relocation Project (the "Agreement") and such Amended Agreement is on file in the office of the Executive Director of the Successor Agency of the Former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary

RESOLUTION NO. OB -

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT TO AGREEMENT WITH NORTHSTAR ENGINEERING GROUP INC., FOR ENGINEERING SERVICES RELATED TO THE SOUTHWEST INDUSTRIAL PARK PROJECT ~~AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY~~

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency is in need of engineering services in its efforts to finish the Southwest Industrial Park Project, hereinafter referred to as the "Project"; and

WHEREAS, NorthStar is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency desires to add additional services to the original contract; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency has prepared an Amendment to Agreement with NorthStar for the additional design and engineering work needed for the Southwest Industrial Park Project (the "Agreement") and such Amended Agreement is on file in the office of the Executive Director of the Successor Agency of the Former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary

RESOLUTION NO. OB -

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT TO AGREEMENT WITH BLAIR, CHURCH & FLYNN FOR ENGINEERING AND DESIGN SERVICES FOR THE RIVERVIEW LINEAR PARK IMPROVEMENTS PROJECT ~~AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY~~

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency is in need of design and engineering services in its efforts to finish the Engineering and Design Services for the Riverview Linear Park Improvements Project,, hereinafter referred to as the "Project"; and

WHEREAS, Blair, Church & Flynn is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency desires to add additional services to the original contract; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency has prepared an Amendment to Agreement with Blair, Church & Flynn for Engineering and Design Services for the Riverview Linear Park Improvements Project, (the "Agreement") and such Amended Agreement is on file in the office of the Executive Director of the Successor Agency of the Former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary

RESOLUTION NO. OB -

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT TO AGREEMENT WITH BLAIR, CHURCH & FLYNN FOR INFRASTRUCTURE PLANNING IN THE AVENUE 16/AVENUE17 COMMERCIAL/INDUSTRIAL CORRIDOR ~~AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY~~

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency is in need of design and engineering services in its efforts to finish the Infrastructure planning in the Avenue 16/Avenue17 Commercial/Industrial Corridor, hereinafter referred to as the "Project"; and

WHEREAS, Blair, Church & Flynn is a firm that is qualified to provide professional engineering services; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency desires to add additional services to the original contract; and

WHEREAS, the Successor Agency of the Former Madera Redevelopment Agency has prepared an Amendment to Agreement with Blair, Church & Flynn for the Infrastructure planning in the Avenue 16/Avenue17 Commercial/Industrial Corridor (the "Agreement") and such Amended Agreement is on file in the office of the Executive Director of the Successor Agency of the Former Madera Redevelopment Agency and referred to for more particulars.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The Oversight Board has reviewed and considered the proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency.

3. The proposed Agreement as presented by the Successor Agency to the former Madera Redevelopment Agency is hereby approved.

4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the Oversight Board to the Successor Agency to the former Madera Redevelopment Agency of the City of Madera this 9th day of May 2012, by the following vote:

AYES:

NOES:

ABSENT:

Brett Frazier, Chairperson

ATTEST:
Agency Secretary
