

JOINT MEETING NOTICE AND AGENDA

SPECIAL MEETING OF MADERA CITY COUNCIL REGULAR MEETING OF THE CITY COUNCIL AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AND SPECIAL MEETING OF CITY COUNCIL AS THE SUCCESSOR HOUSING AGENCY

Wednesday, February 8, 2017 at 6:00 p.m.

City Hall Council Chambers

1. 6:00 p.m. – CALL TO ORDER

ROLL CALL

Mayor Andrew J. Medellin
Mayor Pro-Tem Cecelia K. Foley Gallegos
Council Member Jose Rodriguez
Council Member William Oliver
Council Member Derek O. Robinson Sr.
Council Member Charles F. Rigby
Council Member Donald E. Holley

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

The first fifteen minutes of the meeting are reserved for members of the public to address the Agency or Council on items which are within the subject matter jurisdiction of the Agency or Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Agency and Council are 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 Agency or Council does not respond to public comment at this time.

2. WORKSHOP

There are no items for this section.

3. CONSENT CALENDAR

- 3A.** Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – December 14, 2016 **(City/Successor Agency/Successor Housing Agency)**
- 3B.** Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – January 11, 2017 **(City/Successor Agency/Successor Housing Agency)**
- 3C.** Listing of Warrants Issued from January 1, 2017 to January 31, 2017 **(Successor Agency)**
- 3D.** Monthly Financial Reports – Successor Agency **(Successor Agency)**
- 3E.** Monthly Financial Reports – Code Enforcement **(City)**
- 3F.** Activity Report – Code Enforcement Division **(City)**
- 3G.** Code Enforcement Funds Collection Report for Period Ending January 31, 2017 **(City)**
- 3H.** Update on Neighborhood Outreach Activities **(City)**

3I. Consideration of a Resolution Approving an Agreement with Madera District Fair for Use of the Fairgrounds Parking Area for the Staging of Upcoming Waste Tire Amnesty Day Events in the Spring of 2017 **(City)**

3J. Consideration of a Resolution Amending Fund 4020 Low/Mod Housing Fund FY 2017 Budget **(Successor Housing Agency)**

4. **PROJECTS AND REPORTS**

4A. Discussion Regarding Curb Stripe Program **(City)**

4B. Discussion Regarding Community Garden – Councilmember Derek Robinson **(City)**

5. **AGREEMENTS**

There are no items for this section.

6. **HOUSING**

6A. Consideration of a Resolution Approving an Agreement Between Blair, Church & Flynn, and The Successor Housing Agency to The Former Madera Redevelopment Agency For Engineering Services Related to the Riverwalk Drive Improvement Project **(Successor Housing Agency)**

7. **GENERAL**

There are no items for this section.

8. **AGENCY MEMBER REPORTS**

9. **CLOSED SESSION**

There are no items for this section.

10. **ADJOURN**

The next Regular Meeting of the Successor Agency will be Wednesday, March 8, 2017.

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

Any writing related to an agenda item for the open session of this meeting distributed to the Agency/City Council less than 72 hours before this meeting is available for inspection at the Agency office located at 428 East Yosemite Avenue, Madera California 93638 during normal business hours.

Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5113.

I, Claudia Mendoza, Recording Secretary, declare under penalty of perjury that I posted the above Joint Meeting Agenda of the Special Meeting of the Madera City Council, and Regular Meeting of the City Council as the Successor Agency for the former Madera Redevelopment Agency and Special Meeting of the City Council as the Successor Housing Agency for February 8, 2017 to be held at 6:00 p.m. in the Council Chambers at City Hall near the front entrances of City Hall before the close of business on Friday, February 3, 2017.



Claudia Mendoza, Successor Agency-Recording Secretary

MINUTES OF THE JOINT SPECIAL MEETING OF MADERA CITY COUNCIL, REGULAR MEETING OF THE MADERA CITY COUNCIL AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE SUCCESSOR HOUSING AGENCY, CITY OF MADERA, CALIFORNIA

December 14, 2016
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

Mayor Andrew Medellin opened the Regular Meeting of the City Council and the Special Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:00 p.m. and called for the roll call.

ROLL CALL

Present: Mayor Andrew J. Medellin
Mayor Pro-Tem Cecelia K. Foley Gallegos
Council Member Jose Rodriguez
Council Member William Oliver
Council Member Derek O. Robinson Sr.
Council Member Charles F. Rigby
Council Member Donald E. Holley

Absent: Council Member William Oliver

Successor Agency staff members present: Business Manager Bob Wilson, City Attorney Brent Richardson and Recording Secretary Claudia Mendoza

City of Madera staff members present: Neighborhood Preservation Specialist Steve Montes and Neighborhood Outreach Assistant Christina Herrera.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Medellin.

PUBLIC COMMENT – REGULAR SESSION

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

No public comments were offered.

PRESENTATIONS

No Presentations were given.

INTRODUCTIONS

No Introductions were made.

2. WORKSHOP

There are no items for this section.

Mayor Medellin called for the items as listed on the Consent Calendar.

3. CONSENT CALENDAR

- 3A. Minutes of the Joint Meeting of the Regular Meeting of the Madera City Council, Special Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency and Special Meeting of the Successor Housing Agency – November 16, 2016 (City/Successor Agency/Successor Housing Agency)**
- 3B. Listing of Warrants Issued from November 1, 2016 to November 30, 2016 (Successor Agency)**
- 3C. Monthly Financial Reports – Successor Agency (Successor Agency)**
- 3D. Monthly Financial Reports – Code Enforcement (City)**
- 3E. Code Enforcement Activity Report (City)**
- 3F. Code Enforcement Funds Collection Report for Period Ending November 30, 2016 (City)**
- 3G. Update on Neighborhood Outreach Activities (City)**
- 3H. Consideration of Resolutions Pertaining to the Sale of 218 East Yosemite Avenue (Successor Agency)**
 - 3H.1 Resolution of the City of Madera as Successor Agency to the Former Madera Redevelopment Agency Madera, California Approving the Purchase and Sale Agreement for the Property Located at 218 East Yosemite Avenue to Expand the Restaurant Portion of the Tijuana Bar and Grill and Construct Outdoor Patio Facilities on the Site Located in the City of Madera and Authorizing the Mayor to Execute the Agreement on Behalf of the Successor Agency of the Former Madera Redevelopment Agency (Successor Agency)**
 - 3H.2 Resolution of the City Council of the City of Madera as the Successor Agency to the Former Madera Redevelopment Agency of the City of Madera, California Rescinding Resolution No. 16-11 (Successor Agency)**
- 3I. Minute Order - Accepting the Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03 (Successor Agency)**
- 3J. Minute Order - Acceptance of the Riverside Villas of Madera Project RDA Project No. 06-S-04-Rebid (Successor Agency)**
- 3K. Investment Report for the Quarter Ending September 30, 2016 (Successor Agency)**

Mayor Medellin asked members of the Council if there were any items on the Consent Calendar they wished to have pulled for further discussion.

Council Member Rodriguez asked to pull Item 3G.

On motion by Council Member Rigby seconded by Council Member Foley Gallegos the Consent Calendar was approved with the exception of Item 3G unanimously as presented by the following 6/0 vote: Ayes: Council Members Medellin, Foley Gallegos, Robinson, Rigby, Rodriguez and Holley; Noes: None; Abstain: None; Absent: Council Member Oliver; resulting in the unanimous approval of Resolution SA 16-12, Resolution SA 16-13, Minute Order accepting the Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03, Minute Order accepting the Riverside Villas of Madera Project RDA Project No. 06-S-04-Rebid and the Minutes of the Joint Meeting of the Special Meeting of the Madera City Council, Regular Meeting of the City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Successor Housing Agency for November 16, 2016.

3G. Update on Neighborhood Outreach Activities (City)

Council Member Rodriguez asked for more information on Parents for Student's Success Program. Council Member Rigby responded that this is a full day conference set aside to work with at risk students as well as those who want to better their lives. The conference is to be held in March and it will include speakers from all over the State of California, many of whom are associated with Madera in some shape or form. The hope is to use that program to not only work with students but to bring the parents alongside of those students.

4. PROJECTS AND REPORTS

There were no items for this section.

5. AGREEMENTS

There were no items for this section.

6. HOUSING

6A. Consideration of a Resolution Approving an Amendment to the Agreement between Villa Di Ubaldo, and the Successor Housing Agency to the Former Madera Redevelopment Agency for Design Architectural Services Related to Riverwalk and Riverside Subdivisions (Successor Housing Agency)

Business Manager Wilson reported that previously we had approved an agreement with Villa Di Ubaldo for the development of four (4) different plans for the Riverwalk and Riverside Subdivision Projects. Originally when we spoke to the architect (Ubaldo) it was thought that the four (4) plans would be enough for the parcel sizes being proposed. However, as the project was moving along, two (2) of the lots shrunk in size from 55 feet down to 50 feet. None of the four (4) plans that he was working on would fit on that. He proposed another floor plan. That is why we are bringing back an amendment for lots 7 and 8. The cost is \$15,500 increase that would bring the total amount to \$65,500. The plans include: standard site plan, typical landscape plan, floor plan, exterior elevations, section cuts, electrical, mechanical, plumbing, fire sprinkler, T-24 energy calculations, building specifications, foundation plan, shear wall plan, ceiling and roof framing, and standard details.

Mayor Medellin asked is the fifth set is for two (2) lots. Is this going to be a whole new plan or is the architect taking an existing plan and shrinking it by five (5) feet? Mr. Wilson responded it is a new plan.

Mayor Medellin went on to say that a lot of subdivisions have no more than three (3) or four (4) plans, and this is a very small area to have five (5) plans, quite honestly it threw him for a loop. \$15,000 to shrink it by five (5) feet... it did not seem like a big deal. Mr. Wilson responded that this is a lot of regular sized and small lots that we moved and we were hoping that four (4) would do it. Until the engineer came up with the parcel map, the architect had to shrink those two (2) lots down. At that point, it was either get rid of one (1) lot completely and leave lots 7 & 8 and turn them into one (1) lot. We already had sewer and water in and it made sense to go ahead.

Council Member Rigby asked if we are compromising the park element? Mr. Wilson responded that there is an out lot where the tree is and at some point there was a discussion. We spoke to Parks they really didn't have a need and did not express any interest. But we still have an out lot where the tree is.

Council Robinson asked if there is a concern of erosion. Mr. Wilson stated in the front yard curb and gutter will be installed so the landscape should hold any erosion. The backyard will be pretty level and not a lot of slope.

Mr. Wilson stated that these floor plans will be used at the Riverside Subdivision, Adelaide and Hunter and Malone so we should get good use out of these plans.

Mayor Medellin called for a motion to adopt the Successor Housing Agency resolution.

SHA 16-16 RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING A FIRST AMENDMENT TO AGREEMENT WITH VILLA DI UBALDO, FOR DESIGN ARCHITECTURAL SERVICES RELATED TO THE RIVERWALK AND RIVERSIDE SUBDIVISION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

*On motion by Council Member Rigby, seconded by Council Member Robinson, **Resolution Number SHA 16-16** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Medellin, Foley Gallegos, Robinson, Rigby, Rodriguez and Holley; Noes: None; Abstain: None; Absent: Council Member Oliver.*

6B. Informational Report on the Asbestos Abatement and Demolition of 309, 311, 313, 315 Malone Street, Madera, CA (Successor Housing Agency)

Business Manager Wilson reported that we received five (5) bids for asbestos removal and four (4) bids for demolition for the properties at 309, 311, 313, 315 Malone Street. The demolition is for the lots at 309 and 311 Malone Street. 313 and 315 Malone Street are basically lot clearing. The bids for asbestos removal came in from the lowest bid at \$3,150.00 to the highest bid at \$12,800.00. The low bid was submitted Central Valley Environmental. The bids for demolition came in from the lowest bid at \$18,850.00 to the highest bid at \$45,600.00. The low bid was submitted Lee Crippen Demolition. We are looking to have these lots cleaned sometime in January. We have submitted a request to Planning to break these lots down to six (6) buildable lots.

Council Member Rodriguez asked the amounts for demolition and asbestos removal is for each unit or for all four (4) properties? Mr. Wilson responded it was for all (4) lots.

Mayor Medellin stated that he is happy to see some movement in that area of Malone Street. The trees, weeds and the stuff has been there for a long time. But having some housing available in that area would definitely increase the value and make it look a whole lot better. He is glad that we are moving on that. Housing Authority has an apartment complex there that is very active in Neighborhood Watch and they will be very thrilled to have some change across the street.

7. GENERAL

There were no items for this section.

8. AGENCY MEMBER REPORTS

Council Member Robinson reported that he attended a Housing Authority meeting this morning.

Mayor Pro Tem Gallegos Foley had nothing to report.

Council Member Rigby had nothing to report.

Council Member Holley reported that he enjoyed the Housing Authority party the other night. He also wished everyone a merry Christmas and a happy new year.

Council Member Rodriguez had nothing to report.

Mayor Medellin reported that he had the pleasure of representing the City at Chukchansi. They gave away \$1.2 million dollars to the County of Madera to different departments. The Neighborhood Revitalization Department received \$25,000 for the Adopt-a-School Program; the Madera County Food Bank received \$25,000; and Parks Department received \$50,000 to complete the lighting project at Millview.

9. CLOSED SESSION

There were no items for this section.

10. ADJOURNMENT

Mayor Medellin adjourned the Joint Regular Meeting of Madera City Council, Special Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:20 p.m.

Claudia Mendoza, Recording Secretary

Andrew J. Medellin, Mayor

/cm

MINUTES OF THE JOINT SPECIAL MEETING OF MADERA CITY COUNCIL, REGULAR MEETING OF THE MADERA CITY COUNCIL AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE SUCCESSOR HOUSING AGENCY, CITY OF MADERA, CALIFORNIA

January 11, 2017
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

Mayor Andrew Medellin opened the Regular Meeting of the City Council and the Special Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:00 p.m. and called for the roll call.

ROLL CALL

Present: Mayor Andrew J. Medellin
Mayor Pro-Tem Cecelia K. Foley Gallegos
Councilmember Jose Rodriguez
Councilmember William Oliver
Councilmember Derek O. Robinson Sr.
Councilmember William Oliver
Councilmember Charles F. Rigby
Councilmember Donald E. Holley

Absent: None

Successor Agency staff members present: Executive Director Jim Taubert, Business Manager Bob Wilson, City Attorney Brent Richardson and Recording Secretary Claudia Mendoza

City of Madera staff members present: City Administrator David Tooley, Chief of Police Steve Frazier, Neighborhood Revitalization Supervisor Viola Rodriguez, Neighborhood Outreach Coordinator Saleh Alhomedi, Neighborhood Outreach Consultant Yuliana Franco, Neighborhood Outreach Assistant Christina Herrera and Communications Specialist Joseph Carrello.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Rigby.

PUBLIC COMMENT – REGULAR SESSION

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

No comments were offered and Mayor Medellin closed the Public Comment portion of the meeting.

Mayor Medellin thanked Chief of Police Steve Frazier, Superintendent Ed Gonzales and Supervisor Robert Poythress for attending the meeting. Mayor Medellin requested that since there was a packed house and everyone is here for Item 4F of the Successor Agency Agenda, this item be moved to the front of the agenda so we can have the presentation.

4F. Presentation of National Night Out Award (City)

Outreach Coordinator Alhomedi reported that tonight we are gathered to recognize our National Night Out accomplishments. City of Madera successfully ranked third place in the State of California and seventeenth place nationwide. This is a distinguished accomplishment that we are proud of. It's our hope that we keep doing the best that we can, not just with the council and public officials but also with the community members in the audience. This is all about them. Without them we would have no program. We are happy for them to show up and happy that they are participating tonight. He also recognized Christina and Yuliana for the hard work they did in 2016. He thanked the National Night Out Committee and the community members in the audience for their great work and efforts.

Executive Director Taubert stated that the real stars to get an award like this is the people of the neighborhoods, our elected officials, the public safety agencies and the Madera Unified School District. It is like a perfect storm for Madera for one (1) night everything comes together. It was a pretty cool night. He thanked everyone for participating.

Outreach Assistant Herrera presented the City Council with the award and stated this is our third award that we have received. But most of all we could not have done it without the neighborhoods.

Outreach Coordinator Franco stated that she was very excited that we received third place for California. This year we are working on getting first place. We have a lot of exciting things coming up this year for National Night Out. We are looking for all of your partnership to create a bigger National Night Out. Not just for ourselves, but around our community to get everybody involved and let them know what it is and what they are missing out on. Thank you everybody for participating in last year's National Night Out. We are looking forward to this year.

Mayor Medellin recessed the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:21 p.m.

Housing Authority Chairperson Derek Robinson opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:45 p.m.

Mayor Medellin reconvened the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 6:49 p.m.

PRESENTATIONS

No Presentations were given.

INTRODUCTIONS

No Introductions were made.

2. WORKSHOP

There are no items for this section.

Mayor Medellin called for the items as listed on the Consent Calendar.

3. CONSENT CALENDAR

3A. Listing of Warrants Issued from December 1, 2016 to December 31, 2016 (Successor Agency)

3B. Monthly Financial Reports – Successor Agency (Successor Agency)

3C. Monthly Financial Reports – Code Enforcement (City)

3D. Activity Report – Code Enforcement Division (City)

3E. Code Enforcement Funds Collection Report for Period Ending December 31, 2016 (City)

3F. Update on Neighborhood Outreach Activities (City)

Mayor Medellin asked members of the Council if there were any items on the Consent Calendar they wished to have pulled for further discussion.

Mayor Medellin pulled item 3F.

On motion by Councilmember Rigby seconded by Councilmember Rodriguez the Consent Calendar with the exception of Item 3F was approved unanimously as presented by the following 7/0 vote: Ayes: Councilmembers Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Abstain: None; Absent: None.

3F. Update on Neighborhood Outreach Activities (City)

Mayor Medellin stated that the reason why he wanted to pull this item was because he wanted to say thank you. He was hoping the crowd that was here earlier was still here. It was said earlier about the award that we received and how we got third place, and how we have gone from a handful of Neighborhood Watch Meetings to third in the state. You do not get to that point without hardworking folks that care about Madera. In reading the report, we do more than Neighborhood Watch and National Night Out. Neighborhood Watch is 74 neighborhoods, but recently Neighborhood Revitalization staff. There was a coat drive done at Sierra Vista not long ago. Councilman Holley was there and there was some children that received coats again with the efforts of Councilman Holley and Neighborhood Revitalization staff. Working with neighborhood captains to make tamales for Madera County Probation and Madera Police Department. It is these efforts that are done all year long that make this community what it is. We have a lot of folks in this community that are willing to help, but it starts with the staff that we have here that knocks on doors and picks up the phone and really makes us look good. He enjoyed National Night Out and they got the spotlight, but the fact of the matter is the spotlight is on you folks and

what you do all year long. He also wanted to mention Celebration Church in cleaning downtown a few weeks ago. The Curb Stripe Initiative has been huge in the community and it is only going to grow. Walking downtown personally inviting all the business owners to participate in the Madera Downtown Association. Adopt a School is incredible and Pastor Leach and Jim Taubert wrote a grant so we could continue this program. Obviously without the neighborhood captains and folks in the neighborhoods, we would not be here today. He wanted to give a big shout out and a heartfelt thank you to the team at the Redevelopment Agency under the direction of Jim Taubert. Thank you so much for your team and I cannot thank you enough for what you do. You are the backbone and you really deserve that trophy and a heartfelt thanks.

Councilmember Rodriguez stated that he attended one Neighborhood Watch meeting and you see the enthusiasm behind these folks that want to put this together. He does not see that in his neighborhood. He would like to get the folks in his neighborhood involved. He will be reaching out to Christina and see if we can get that going as well.

Mayor Medellin stated that the greatest thing is that we empower the people of Madera. When you empower them and invest in them, they will invest in you.

Councilmember Oliver stated he thinks that the award and recognition is a great one but it serves as a small measure compared to the body of work and the efforts that go in to our community on behalf of this department and staff. Working in tandem with our neighborhood leaders and community partners. What he is most humbled by is to see the grit and teamwork from the top with our director all the way to our volunteer leaders. For him that is where he finds the most reward. Most importantly, we have hundreds, if not thousands of conversations with community members through National Night Out, activities and other events both through volunteerism and through advocacy and through issues. We are wiser, more well-rounded, empathetic and better poised and prepared to carry out good public service on behalf of our constituents. Because of this department and because of this City staff working in tandem. He wanted to echo Councilmember Rodriguez's and Mayor Medellin's comments and extend his thanks as well.

Councilmember Holley stated that he thinks that Neighborhood Revitalization does an awesome job. He loves go out there and working with the team. He is the oldest one here and he has been in the community the longest and he has watched Madera grow over the years. When the neighborhoods did not have sidewalks. How this agency really stepped up. Once he and Jim had a conversation about his neighborhood, and he said that he was going to fix this neighborhood up. He saw that and really appreciated what this agency has done for us on the southeast side and for the entire City. Now that we have Neighborhood Watch it has really has started to grow. As a team we have done a wonderful job chipping in and offering our support to them.

4. PROJECTS AND REPORTS

4A. Request from Marlon Enriquez of Altisource Field Services to Address the City Council to Consider a Reduction in Fines Assessed to Property Located at 204 Wilson Avenue, Madera, CA (City)

Executive Director Taubert stated that Marlon Enriquez withdrew his request to address the City Council and requested an updated demand for payment.

4B. Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (City)

City Attorney Brent Richardson reported that this is the property that was pulled and reset from last week's meeting so Viola can address certain questions.

Louise Cvrijak approached the podium and she stated she resides at 4907 East Belmont, Fresno, California. She is here to speak about the questions and concerns regarding her property at 415 North A Street. Her daughter would also like to speak to this matter. They received their first citation regarding a wooden fence panel on their front porch and registering the home as a vacant property. The following day they removed the fence panel to correct the citation and she called and explained that the physical portion of the citation was corrected and the property was not necessarily vacant. They would go to work and visit the home very regularly. When they first bought the property, it had been vandalized and torn apart by gang members and homeless individuals. It is now a clean and respectable habitable home. The next citation was regarding the landscaping of the property. It asked them to raise the maintenance performance on the grass and trees. They actually had several trees removed that were causing problems to the surrounding ground and fence, but they did not feel comfortable planting and watering such a large area of grass in a drought. It would have been difficult watering so often to prevent becoming dry grass and a hazard. So the dirt was much safer to provide an option for a vegetable garden to be planted and watered with recyclable water. With water being such a precious resource we did not see the reason to make cosmetic changes. She had called and explained that the citations had been corrected and some were unnecessary for the property in question. She was not prompted to perform any other further actions from the person she had spoke to several times. She had called the number the paper states to call for information detailing the citation and she did not receive any information, even after asking if there were any further action that she should take besides correcting the problems in question. Which she had already done at that point and time. She has never been in a situation for which she had to perform a full appeal for every citation given. And the amount being asked is a very, very large amount for a modest family like theirs. She also would like to state that she is an action orientated person and not a paper orientated person so when she saw the citation she went to remove the fence panel and got out there with the weed eater. She truly thought her action correcting it was enough. And then having such a substantial period of time going between from actually receiving that citation and here we are in 2017 from 2013. She truly did not know that this was an issue anymore. Had it been, she would have physically drove to someone's office or did something more. She is asking if there is any way it can be reduced or if there is anything you can do to help. This evening you mentioned things about community and such. She and her husband are mechanically inclined people, so they would help repair heaters and washing machines for the people who lived in this little neighborhood of A Street. They would help humanity without putting a spotlight to ourselves. This fine would make it harder for make us to do our silent things.

Mayor Pro Tem Foley Gallegos asked the property owner Ms. Cvrijak if the property has been vacant from 2014 until now? Ms. Cvrijak responded that it is occupied. Mayor Pro Tem Foley Gallegos asked when was the property occupied? Ms. Cvrijak stated that the property was fully occupied May 2014. Before that she and her husband used this as a second home. Mayor Pro Tem Foley Gallegos asked so it has never been vacant? Ms. Cvrijak responded no. Mayor Pro Tem Foley Gallegos stated according to citations that you received it was cited as a vacant property and it asked for a permit for you to fill out. Did you ever get that permit? Ms. Cvrijak stated no because they felt it was not vacant.

Councilmember Rodriguez stated you had mentioned that after the citation you did not have a correction period, are you saying that you did not get that? Ms. Cvrijak stated what they

understood is they had 15 days to correct the problem and submit an appeal. They called the number on the citation to receive information on how to appeal and show that they corrected the problem but when they called they did not receive the implied and promised information on how to do so. They told someone the violation was corrected it that it was not vacant and it was very often occupied with either work or soon to be tenants. But they did not tell us that you can go through these steps to appeal a fine. They were just told, okay you did what you needed to do. We did not understand that a fine was growing. They thought they corrected it.

Councilmember Rodriguez stated from what I understand you are stating that there is an appeal for every citation. Ms. Cvrijak stated that we felt it wasn't acknowledged at all by the person we called.

Councilmember Rigby asked if they had any names of the person(s) or dates you called? Ms. Cvrijak stated that she does not have the dates but she has the phone number (559) 661-5114.

City Attorney Richardson stated that there was a 30-Day notice issued on this property prior to any citation and it ran longer.

Councilmember Rigby stated he would like to hear from someone at code enforcement.

Mayor Medellin called for additional questions.

City Attorney Richardson stated that the purpose of the hearing is to confirm whether a lien will be placed not necessarily an appeal hearing on the whether the violations existed.

Neighborhood Preservation Supervisor Rodriguez stated she was the code enforcement officer who worked on this case. In 2008, this property was a victim of vandalism and graffiti. When the new owners took over, she had a conversation with them regarding the pending violations because there was recorded lien against the property for violations that had occurred. Because the lien was holding up the sale, the escrow company wanted her to provide information or release the liens. She would not do it unless she had an understanding from the new owner that they were going to take care of the property, which they said that they would. So we released liens. But at that time she did have a conversation with the property owners so that they were aware that there were problems with this property. That was her first introduction with the new owner. In April 2013, she issued 30 Day notice because it had been vacant and no one was living there. She had received a complaint that there were overgrown weeds on the property. She stated that she has pictures with her today showing the condition of the property at that time. Because she was addressing the issues from the vacant building ordinance, it required the registration also be part of the violations. She sent the notice addressing those conditions. May 31st she had a conversation with Louise and it was explained to Louise the purpose for sending the Notice of Violation. At that time Louise had complied with one (1) of the requirements which was cutting the weeds, but there was still the wood debris or the wood fence that was still sitting in front of the property that needed to be removed. She also discussed the second item about the registration that needed to also take place. Louise explained to her that she had intentions to rent the property and said that there was someone interested in the house. Louise was told that in order for her to excuse/remove the registration she would need to provide something to show that that she was actively trying to rent the property such as a rental agreement. That is something that was spelled out in the code. Louise was given seven (7) days to complete the registration process or submit a copy of the rental agreement and after seven (7) days if she did not receive this, a citation would be issued. Louise said she understood.

Ms. Rodriguez stated that she didn't keep her word and she didn't give her a citation on that date. She called and asked of the status of the property and whether they planned to rent it or not. Louise was reminded of the conversation she had on May 31st and that she needed to provide her with the registration or a copy of the rental agreement. At that time Ms. Cvrijak told Ms. Rodriguez she would call her back on Monday. Ms. Rodriguez responded to her if she did not call her back on Monday, she would be issuing a citation and record a lien against the property. Ms. Cvrijak stated she understood. Ms. Cvrijak also gave Ms. Rodriguez permission to call her at work. Again, she did not keep her word and she did not give her a citation on that date. But instead she went back to the property on July 2nd. The wood debris was still sitting out there and the property was still vacant and had not been registered so she issued a citation. The two (2) citations that were issued after that had to do with the lack of registration. So if the property owner did register the property, she would like her to provide copies to her so the citations can be rescinded. According to our records, we have not received a registration. As a code enforcement officer we don't have the authorization to rescind a citation, we can't pick and choose who has to pay the registration. If we tag your property with the vacant building ordinance, if there is a violation you have to pay that registration for one (1) year. After you pay it and the property is maintained for one (1) year, you don't have to pay it going forward.

Mayor Medellin asked if the registration has to be a rental property? Ms. Rodriguez responded if there is a violation a registration fee has to be paid.

Mayor Medellin asked would a summer or additional home have to be registered? Ms. Rodriguez stated no. It would show that someone is living there. This is the first time she heard that Ms. Cvrijak had plans to live at the property. In the conversations that she had with Ms. Cvrijak she was lead to believe that they were intending to rent the property and she had somebody that she wanted to rent to. At that time, in order to close the case she needed to have something to show she was actively pursuing renting the property.

Mayor Medellin stated that in the beginning there was vandalism and graffiti but that seemed to be taken care of, then there was a fence problem that seemed to be taken care of. A grass problem that seemed to be taken care of. You didn't issue any notices, but the thing you made them aware of is if it is going to be a vacant property it needs to be registered. Ms. Rodriguez stated yes. In the first conversation that she had with Ms. Cvrijak on May 31st, she did mention to her even though they did cut the grass and trim the trees, she also needed to water because everything was dying. At that time we had not enforced the City's water restrictions. Because she did not put this in the violation, she told Ms. Cvrijak that she would issue a notice with this correction. She wanted to make the property appear as if someone was living there and take away the reputation that this property had before. Because there were gang members getting into the house. On occasion, there were times she went to the house and the side gates were open. This was an indication to her that someone was getting on to the property. Again, this was not something that she had listed on the notice as a correction, so she did not give her a citation for that. She gave Ms. Cvrijak plenty of time to respond to the property. If there was any concerns, her number was always open to for her to call.

Mayor Medellin asked if Ms. Rodriguez so the phone number she gave us that she called, do you or any other staff members have any record of taking any calls from Louise? Ms. Rodriguez that phone number is our main line, she is unsure who may have answered that call. Her phone number is 5116. Also, the comments she was making earlier were taken from notes from conversations she had with Ms. Cvrijak.

Councilmember Rigby asked if it was possible the property owner contacted your office and that somehow that was miscommunicated. How do you respond to the property owner standing before us and saying that she called and code enforcement did not do a thorough job in helping her? Ms. Rodriguez stated it is possible that could happen but on each of our notices and letters, there is information and direction to contest each of the citations. She wanted to say that she also sent a letter to the owner in November 2013, recapping the conditions and where we were. Also to note, the address the notices were mailed to was 4907 East Belmont Avenue in Fresno CA.

Ms. Rodriguez provided images for the Council that demonstrated the violations that existed on the property.

Councilmember Rigby asked was there opportunity for the property owner to appeal the citation issued on July 2, 2013? Ms. Rodriguez stated yes. It states on the citation that you have the right to appeal this citation within 15 calendar days from the issuance date. You may file an appeal with the Office of the City Administrator at 205 West 4th Street. For information call 661-5114.

Councilmember Rigby asked if this is the process for all property owners that are receiving citations from code enforcement? Ms. Rodriguez responded yes.

Councilmember Rodriguez asked does a property owner have to go through the appeal process for every citation? Ms. Rodriguez responded yes. City Attorney Richardson stated that before the citation is issued, they are required to issue a notice of violation. In this case there was a 30 day notice of violation issued. Councilmember Rodriguez stated so there was potentially plenty of time for these violations to be corrected before it moved on to the citation.

Mayor Medellin asked Ms. Cvrijak if she had any other statements to provide.

Ms. Cvrijak stated that she did not receive any 30 or 10 day notices. The only paper they received was the citation.

Mayor Medellin asked Ms. Cvrijak because she removed the wood and mowed the lawn, she felt that what needed to get done was done. You felt that you did what was asked. Why was the registration was not done? Ms. Cvrijak responded that she felt that her property was not fully vacant property since they were there several times throughout the week.

Mayor Pro Tem Foley Gallegos stated that if you felt it was not vacant, code enforcement was clear that they needed documentation, did you provide that? Ms. Cvrijak stated that at this moment she is unsure. As a consolation, she requested that she pay the \$450 registration fee instead of the fines. Mr. Richardson stated that the fines are a debt that without valid justification for it you cannot waive. It would be a gift of public funds. Notwithstanding that, this hearing is only whether or not to confirm the lien. If the council does not believe the lien should be confirmed, you do not vote to confirm it.

Mayor Medellin asked Ms. Rodriguez what has happened to the property since the November 2013 letter? Ms. Rodriguez responded that she confirmed that the property was occupied as of May 2014. Mayor Medellin also asked Ms. Rodriguez there was no registration received? Ms. Rodriguez stated that she did not receive a registration or rental agreement. She did not continue giving citations for that because there was someone living at the property.

Councilmember Rigby asked Ms. Rodriguez if she could confirm the mailing address that all of the correspondence was sent to. Ms. Rodriguez stated 4907 East Belmont, Fresno, California 93727.

Councilmember Robinson asked Ms. Cvrijak if she was notified by telephone? Ms. Cvrijak stated yes. Councilmember Robinson also asked if she was notified about the fines, citations and registration. Ms. Cvrijak stated that she did not recall the registration part because she was focusing on the tall grass and things like that. Councilmember Robinson asked if maybe her husband threw out the notices thinking they were junk mail? Ms. Cvrijak responded she is the one who checks the mail, so no. Councilmember Robinson stated that it appears that you were properly notified by mail and telephone.

Councilmember Foley Gallegos stated that she would like Ms. Louise Cvrijak to know that we want what is best for our city. We have code enforcement officers out there making sure that the neighborhoods look presentable and this home was affiliated with gang members and drugs. Our code enforcement officers are trying to make sure that if it is vacant or if there are residents in the home that it is up to code and basic standards. Ms. Cvrijak responded that she understood and when she purchased the home it was horrible. It had a basement that was shoveled out of it. Councilmember Foley Gallegos stated that please do not think that your good will to upgrade the house has been overlooked, we do appreciate that. Ms. Cvrijak stated that she understands that she did not follow some of the rules, she just thinks that the amount is excessive.

Discussion followed.

Mayor Medellin called for a motion to adopt the City Council Resolution.

CC 17-10 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE
FINES

On motion by Councilmember Rigby seconded by Councilmember Oliver Resolution CC 17-10 was approved unanimously as presented by the following 7/0 vote: Ayes: Councilmembers Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Abstain: None; Absent: None.

4C. Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule 17-18 (ROPS) Representing the Period July 1, 2017 through June 30, 2018 (Successor Agency)

Business Manager Wilson reported that this is our annual budget for the upcoming fiscal year 2017-2018. After approval from the Agency Board and the Oversight Board, it will have to be submitted to the Department of Finance. The deadline is February 1, 2017. The budget will request new funding from RPPTF (new tax increment). This budget contains roughly \$3.9 million. The bulk of that RPPTF will be used for debt service, small portion will be for trustee fees and \$250,000 for administrative allowance. Also in the budget we have to ask for approval to spend the bond funds. We are trying to wrap up a lot of the projects that we have out there.

Mayor Medellin called for a motion to adopt the Successor Agency resolution.

SA 17-01 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 16-17 PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2017-2018 FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018

On motion by Councilmember Rigby seconded by Councilmember Robinson Resolution SA 17-01 was approved unanimously as presented by the following 7/0 vote: Ayes: Councilmembers Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Abstain: None; Absent: None.

4D. Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period July 1, 2017 through June 30, 2018 (Successor Agency)

Business Manager Wilson reported this is another requirement from the Department of Finance. All the money that is placed in the Administrative Budget is in the ROPS. We will spend \$250,000 of RPPTF for administrative costs. The Administrative Budget covers salaries, cost to keep the building open, the copier running and the floors cleaned.

Mayor Medellin called for a motion to adopt the Successor Agency resolution.

SA 17-02 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR JULY 1, 2017 THROUGH JUNE 30, 2018

On motion by Councilmember Holey seconded by Councilmember Foley Gallegos Resolution SA 17-02 was approved unanimously as presented by the following 7/0 vote: Ayes: Councilmembers Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Abstain: None; Absent: None.

4E. Acceptance of Grant Award from Chukchansi Gold Resort and Casino (City)

Executive Director Taubert reported that in the 2013-2014 fiscal year working with the Madera Ministerial Association the Adopt-a-School Program was implemented and in its peak we had seven (7) churches that adopted 13 schools. That was all in his pre cancer state. Once he was into his cancerous state, we did not have anybody monitoring and following up. We applied for \$55,000. The Chukchansi Tribe gives out \$1 million dollars out a year. We received the support of our Supervisors but we did not receive the funding in 2014. They notified us two (2) weeks before Christmas that we were going to get \$25,000. We were not going to get the \$55,000 we applied for but we look at that as a positive because they do not typically fund anything in the valley and mostly fund the mountain communities. We will be taking this money and passing it through the churches. If they have five (5) churches that want to participate they can hire a coordinator at \$550 per month. If they get ten (10) churches, they will only be able to pay \$277 per month. What we are trying to do is use this gambling money as a pilot project and going after some other sources of income. He believes a small stipend for the coordinators will go a long way. Councilmember Rigby stated speaking on behalf of the Madera Ministerial Association, the interest peaked when the stipend became available. He thinks this is a courageous effort. If

churches are willing to jump in on this because it does take a lot of work, organization and time. As a pastor he is looking forward to the application process.

Mayor Medellin stated that the Chukchansi Tribe was very generous. Out of the \$1 million dollars the food bank received \$25,000 and the City Parks Department received over \$50,000 to put the lights in at Millview Park. Lets hope that stream continues.

Councilmember Holley asked Mr. Taubert how do churches apply for this? Mr. Taubert responded that we set up a two (2) page application process that you outline what school you will be dealing with, who your coordinator is and what activities you would like to do. Also we have surveyed every school in the school district and they provided us with information on what their needs are. That list will be included in the application packet.

On motion by Councilmember Holley seconded by Councilmember Foley Gallegos approved the acceptance of grant award from Chukchansi Gold Resort and Casino unanimously as presented by the following 6/0 vote: Ayes: Councilmembers Medellin, Foley Gallegos, Robinson, Oliver, Rodriguez and Holley; Noes: None; Abstain: Councilmember Rigby; Absent: None.

5. AGREEMENTS

There were no items for this section.

6. HOUSING

6A. Consideration of a Resolution Approving a Targeted Rehab Grant for Property Located at 1114 Celeste Court in the City of Madera, Approving Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling and the Notice of Affordability Restrictions on Transfer of Property (Owner-Occupied Home) and Authorizing the Executive Director to Execute the Agreements (Successor Housing Agency)

Business Manager Wilson reported that the Garcia family applied for the Targeted Rehab Program. We checked out the documents that the couple brought in and it was determined that they are in the targeted income group, and their income along with their housing expenses makes it an affordable unit. Along with approving this a covenant will be recorded on the property making it an affordable unit for 45 years. We did an evaluation of the property and it is in pretty good shape. The house was built in 1978. They would like a new roof because it has the old wood shingle roof on it. They also requested new windows, new HVAC and possibly paint it.

Councilmember Rodriguez asked all of this would be done for \$15,000? Mr. Wilson responded we will not probably not get all of that done but the property owner will pick out the most important things. We will help them write the scope of work and they will call contractors in. The property owners can see a dollar amount for all of the things that we put on the scope of work and pick and choose what needs to be done. Councilmember Rodriguez asked is there something in the program for investment property? Mr. Wilson stated yes it can be for rental property but it will not be a grant it will be a loan that 75% of it will need to be paid back interest free. The tenants have to be in the right income group. We monitor our owner occupied units every year to ensure that they do not move out and use it as a rental. Councilmember Rodriguez stated that he could see a lot of investors taking advantage of something like this as it would be a way to rehab their homes. Mr. Taubert stated that we found that we do not make good partners with investors on rental properties. Reporting requirements is almost always onerous on rentals. It is really set up for homeownership. Mr. Wilson stated that we have looked at a couple of investment properties

but the project states that they would have to fix all of the code violations first and if it runs more than \$15,000 a unit, they will have to put the remaining amount in themselves. It would still be a great deal if you get an owner that actually would put a little money into their investment property. They would get \$15,000 a unit interest free.

Mayor Medellin stated it does not sound like a lot money but it is enough of a facelift to blend into the neighborhood.

Mayor Medellin called for a motion to adopt the Successor Housing Agency resolution.

SHA 17-01 A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY APPROVING TARGETED REHAB GRANT FOR PROPERTY LOCATED AT 1114 CELESTE COURT IN THE CITY OF MADERA RELATED TO THE REHABILITATION OF A SINGLE FAMILY HOME, APPROVING AFFORDABILITY AGREEMENT AND RESTRICTIONS ON SALE AND USE OF OWNER OCCUPIED PROPERTY, AND NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY (OWNER-OCCUPIED HOME), AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS

On motion by Councilmember Rigby seconded by Councilmember Rodriguez Resolution SHA 17-01 was approved unanimously as presented by the following 7/0 vote: Ayes: Councilmembers Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Abstain: None; Absent: None.

6B. Consideration of a Resolution Approving an Agreement between California Utility Consultants, Inc., and the Successor Housing Agency to the former Madera Redevelopment Agency Related to the Installation of Gas, Electric, Phone, and CATV Facilities for the Riverwalk Drive Subdivision Project (Successor Housing Agency)

Executive Director Taubert reported that at last night's Planning Commission meeting we had our precise plan and subdivision maps approved for the Riverside Villas and Riverwalk Subdivision which would be collectively 35 lots. This allows us to proceed with the final phase which is the installation of the dry utilities which is cable, telephone and PG&E. We have the option of contracting with PG&E to do this work. However, there has been a couple of instances in the past where we did this and the communication with PG&E and Pacbell was not always there and when the people bought the houses they had no telephone. So we propose contracting with California Utility Consultants because they coordinate will all utilities and make sure it is all in as part of their contract.

Mayor Medellin stated that we have used them before and they performed above par.

Mayor Medellin called for a motion to adopt the Successor Housing Agency resolution.

SHA 17-02 RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH CALIFORNIA UTILITY CONSULTANTS, INC., FOR ENGINEERING SERVICES RELATED TO THE RIVERWALK DRIVE IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE

AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

On motion by Councilmember Holley seconded by Councilmember Robinson Resolution SHA 17-02 was approved unanimously as presented by the following 7/0 vote: Ayes: Councilmembers Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Abstain: None; Absent: None.

6C. Consideration of a Resolution Approving an Agreement between California Utility Consultants, Inc., and the Successor Housing Agency to the former Madera Redevelopment Agency Related to the Installation of Gas, Electric, Phone, and CATV Facilities for the Riverside Villas Subdivision Project (Successor Housing Agency)

Executive Director Taubert reported that this is same report as Item 6B but this will be for the Riverside Villas Subdivision Project.

Mayor Medellin called for a motion to adopt the Successor Housing Agency resolution.

SHA 17-03 RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH CALIFORNIA UTILITY CONSULTANTS, INC., FOR ENGINEERING SERVICES RELATED TO THE RIVERSIDE VILLAS IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

On motion by Councilmember Rigby seconded by Councilmember Holley Resolution SHA 17-03 was approved unanimously as presented by the following 7/0 vote: Ayes: Councilmembers Medellin, Foley Gallegos, Robinson, Rigby, Oliver, Rodriguez and Holley; Noes: None; Abstain: None; Absent: None.

7. GENERAL

There were no items for this section.

8. AGENCY MEMBER REPORTS

Councilmember Robinson had nothing to report.

Mayor Pro Tem Gallegos Foley had nothing to report.

Councilmember Rigby had nothing to report.

Councilmember Holley asked everyone to pray for his brother. He is in the hospital and not doing well right now. Mayor Medellin stated that we all wish him a speedy recovery.

Councilmember Rodriguez reported that he is excited for next week's conference for the new council members. He is looking forward to coming back with new information and bonding with Mayor Medellin, Mayor Pro Tem Foley Gallegos and Councilmember Robinson.

Councilmember Oliver reported had nothing to report.

Mayor Medellin stated that they will do some great bonding at next week's conference.

9. CLOSED SESSION

There were no items for this section.

10. ADJOURNMENT

Mayor Medellin adjourned the Joint Special Meeting of the Madera City Council, Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency, and Special Meeting of the Madera City Council as the Successor Housing Agency at 8:08 p.m.

Claudia Mendoza, Recording Secretary

/cm

Andrew J. Medellin, Mayor

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

Memorandum To: The Honorable Chairman,
Agency Board and
Executive Director

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: FEBRUARY 8, 2017

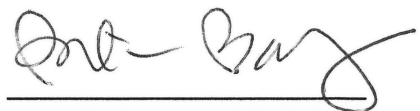
Attached, for your information, is the register of the warrants for the Successor Agency to the former Redevelopment Agency covering obligations paid during the period of:

January 1, 2017 to January 31, 2017

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

| | | |
|-------------------|--------------|--------------|
| General Warrants: | #1087 - 1101 | \$ 28,056.87 |
|-------------------|--------------|--------------|

Respectfully submitted,



Patricia Barbosa
Financial Services Manager



Bob Wilson
Successor Agency Manager

THE SUCCESSOR AGENCY TO
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT
FEBRUARY 8, 2017

| CHECK | PAYDATE | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|----------------------------------|---|-----------|
| 1087 | 01/13/2017 | BLAIR CHURCH & FLYNN | RIVERWALK DRIVE ENGINEERING SVS | 14,825.84 |
| 1088 | 01/13/2017 | CENTRAL VALLEY ENVIRONMENTAL | ASBESTOS ABATEMENT 309 & 311 MALONE | 3,150.00 |
| 1089 | 01/13/2017 | CHICAGO TITLE | 1114 CELESTE PIRT | 100.00 |
| 1090 | 01/13/2017 | CITY OF MADERA | PRKING/BUS DISTR ASSESSMENTS, UTIL SVS 5 E YOSEMITE 303 E CENTRAL | 304.26 |
| 1091 | 01/13/2017 | HARBISON INTERNATIONAL INC. | ENGINEERING SVS | 2,200.00 |
| 1092 | 01/13/2017 | MADERA CLEANERS AND LAUNDRY INC. | MAT CLEANING | 9.00 |
| 1093 | 01/13/2017 | PACIFIC GAS & ELECTRIC | 2000655655 12/16 SVS | 1,277.10 |
| 1094 | 01/13/2017 | RICOH USA, INC | COPIER | 6.31 |
| 1095 | 01/13/2017 | SELSOR CONSTRUCTION, INC. | DEMO AND HAUL AWAY CONCRETE | 4,250.00 |
| 1096 | 01/13/2017 | TRI-SIGNAL INTEGRATION, INC. | FIRE EXTINGUISHER TEST | 143.45 |
| 1097 | 01/13/2017 | VERIZON WIRELESS | CELL PHONE CHARGES DEC 2016 | 104.81 |
| 1098 | 01/30/2017 | MADERA CLEANERS AND LAUNDRY INC. | MAT CLEANING | 9.00 |
| 1099 | 01/30/2017 | SANDY'S HOUSEKEEPING | CUSTODIAL SVS FEBRUARY 2017 | 425.00 |
| 1100 | 01/30/2017 | TAUBERT, JIM | REIMBURSE EXECUTIVE DIRECTOR FY 2017 | 402.00 |
| 1101 | 01/30/2017 | WILSON, BOB | 7/06/16-12/30/16 MILEAGE REIMBURSEMENT | 850.10 |

BANK #1 - Union Bank Main Acct. Total

\$ 28,056.87

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF FEBRUARY 8, 2017

SUCCESSOR AGENCY ITEM NUMBER 3D / 3E

APPROVED BY


FINANCE DEPARTMENT


SUCCESSOR AGENCY EXECUTIVE DIRECTOR


SUCCESSOR AGENCY MANAGER

Subject: Monthly Financial Reports

Background: Each month the Finance Department will be including in the agenda packet a set of reports that present the operating results for the Successor Agency during the prior month. Reports for the Code Enforcement program are also included in this presentation.

Recommendation: This report is for Successor Board Member review and no formal action is being requested.

Discussion: Due to the timing of the Successor Agency meetings, it will not be possible to reflect the results from each month based on information that is reconciled to the bank statement, since the statements are not available from the bank in time to do so. However, the information shown in the actual column is cumulative, so later months will reflect any changes made to an earlier month based on the reconciliation of accounting data to the bank and trustee statements.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the monthly financial reports is not addressed in the vision or action plans; there is no formal action being requested, therefore, no conflict exists with any of the actions or goals contained in that plan.

Should the Successor Agency Board wish to have additional information, the Finance Department will make every effort to meet those requests.

02/01/2017
17:05:36City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORTPAGE 1
glflxrpt

FROM 2017 01 TO 2017 07

ACCOUNTS FOR:
4020 Housing Fund

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| 40200000 Low/Mod Housing Fund | | | | | | | |
| 40200000 4163 Interest Income/Loans | 0 | -203 | -203 | -269.15 | .00 | 66.15 | 132.6% |
| 40200000 4190 Rental Income | 0 | -12,600 | -12,600 | -7,350.00 | .00 | -5,250.00 | 58.3% |
| 40200000 4434 Grant | 0 | -16,000 | -16,000 | .00 | .00 | -16,000.00 | .0% |
| 40200000 4442 Local Grants | 0 | 0 | 0 | -25,000.00 | .00 | 25,000.00 | .0% |
| 40200000 4659 Refunds and Reimbursements | 0 | 0 | 0 | -3,423.73 | .00 | 3,423.73 | .0% |
| 40200000 4671 Sale of Real and Personal Pr | 0 | -250,000 | -250,000 | .00 | .00 | -250,000.00 | .0% |
| 40200000 5000 Salaries/Full-time | 0 | 28,000 | 28,000 | 16,572.15 | .00 | 11,427.85 | 59.2% |
| 40200000 5005 Salaries/Part-time | 0 | 2,602 | 2,602 | 960.54 | .00 | 1,641.46 | 36.9% |
| 40200000 5100 Salaries/Overtime | 0 | 0 | 0 | 26.43 | .00 | -26.43 | .0% |
| 40200000 5105 Salaries/Leave Payout | 0 | 1,785 | 1,785 | .00 | .00 | 1,785.00 | .0% |
| 40200000 5300 Public Employee Retirement S | 0 | 6,890 | 6,890 | 3,774.70 | .00 | 3,115.30 | 54.8% |
| 40200000 5302 Long Term Disability Insuran | 0 | 80 | 80 | 43.47 | .00 | 36.53 | 54.3% |
| 40200000 5303 Life Insurance Premiums | 0 | 18 | 18 | 9.99 | .00 | 8.01 | 55.5% |
| 40200000 5304 Workers Compensation Insuran | 0 | 2,567 | 2,567 | 1,413.19 | .00 | 1,153.81 | 55.1% |
| 40200000 5305 Medicare Tax- Employer's Sha | 0 | 480 | 480 | 239.98 | .00 | 240.02 | 50.0% |
| 40200000 5307 Deferred Comp/Part-Time | 0 | 98 | 98 | 35.76 | .00 | 62.24 | 36.5% |
| 40200000 5308 Deferred Compensation/Full-t | 0 | 628 | 628 | 848.85 | .00 | -220.85 | 135.2% |
| 40200000 5309 Unemployment Insurance | 0 | 95 | 95 | 51.94 | .00 | 43.06 | 54.7% |
| 40200000 5310 Section 125 Benefit Allow. | 0 | 3,750 | 3,750 | 2,626.05 | .00 | 1,123.95 | 70.0% |
| 40200000 6401 Gas and Electric Utilities | 0 | 4,000 | 4,000 | 667.33 | .00 | 3,332.67 | 16.7% |
| 40200000 6402 Telephone/Fax Charges | 0 | 350 | 350 | 191.86 | .00 | 158.14 | 54.8% |
| 40200000 6411 Advertising/Bids and Notices | 0 | 800 | 800 | 223.08 | .00 | 576.92 | 27.9% |
| 40200000 6416 Office Supplies/Expendable | 0 | 200 | 200 | .00 | .00 | 200.00 | .0% |
| 40200000 6418 Postage / Other Mailing Char | 0 | 100 | 100 | .00 | .00 | 100.00 | .0% |
| 40200000 6440 Contracted Services | 0 | 80,000 | 80,000 | 1,062.00 | .00 | 78,938.00 | 1.3% |
| 40200000 6485 Rehabilitation Costs | 0 | 250,000 | 250,000 | .00 | .00 | 250,000.00 | .0% |
| 40200000 6487 Disposal Costs | 0 | 15,000 | 15,000 | .00 | .00 | 15,000.00 | .0% |
| 40200000 6515 Taxes and Assessments | 0 | 6,600 | 6,600 | 230.00 | .00 | 6,370.00 | 3.5% |
| 40200000 6530 Conference/Training/Ed | 0 | 100 | 100 | .00 | .00 | 100.00 | .0% |
| 40200000 6532 Maintenance/Other Supplies | 0 | 400 | 400 | 1,521.23 | .00 | -1,121.23 | 380.3% |
| 40200000 6535 Lease Property Maintenance | 0 | 1,500 | 1,500 | 955.00 | .00 | 545.00 | 63.7% |
| 40200000 7030 Facilities And Improvements | 0 | 413,000 | 413,000 | -2,678.52 | 345,985.10 | 69,693.42 | 83.1% |
| TOTAL Low/Mod Housing Fund | 0 | 540,240 | 540,240 | -7,267.85 | 345,985.10 | 201,522.75 | 62.7% |
| TOTAL Housing Fund | 0 | 540,240 | 540,240 | -7,267.85 | 345,985.10 | 201,522.75 | 62.7% |
| TOTAL REVENUES | 0 | -278,803 | -278,803 | -36,042.88 | .00 | -242,760.12 | |
| TOTAL EXPENSES | 0 | 819,043 | 819,043 | 28,775.03 | 345,985.10 | 444,282.87 | |

02/01/2017
 17:05:36

City of Madera, CA - LIVE 11.1
 FLEXIBLE PERIOD REPORT

PAGE 2
 glflxrpt

FROM 2017 01 TO 2017 07

| ACCOUNTS FOR: | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|---------------|--------------|---------------------|-------------|
| 4030 Redev Prop Tax Trust Fd | | | | | | | |
| <hr/> | | | | | | | |
| 40300000 Non Housing Tax Increment | | | | | | | |
| 40300000 4000 Current Secured Property Tax | 0 | -3,875,445 | -3,875,445 | -3,875,445.00 | .00 | .00 | 100.0% |
| 40300000 8200 Transfer Out | 0 | 3,875,445 | 3,875,445 | 3,875,445.00 | .00 | .00 | 100.0% |
| TOTAL Non Housing Tax Increment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL Redev Prop Tax Trust Fd | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL REVENUES | 0 | -3,875,445 | -3,875,445 | -3,875,445.00 | .00 | .00 | |
| TOTAL EXPENSES | 0 | 3,875,445 | 3,875,445 | 3,875,445.00 | .00 | .00 | |

02/01/2017
17:05:36

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

PAGE 3
glflxrpt

FROM 2017 01 TO 2017 07

ACCOUNTS FOR:
5750 Successor Agency Admin

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|-------------|--------------|---------------------|-------------|
| <hr/> | | | | | | | |
| 57500000 Successor Agency Admin | | | | | | | |
| <hr/> | | | | | | | |
| 57500000 4355 Transfer In | 0 | -250,000 | -250,000 | -250,000.00 | .00 | .00 | 100.0% |
| 57500000 5000 Salaries/Full-time | 0 | 125,000 | 125,000 | 91,959.36 | .00 | 33,040.64 | 73.6% |
| 57500000 5005 Salaries/Part-time | 0 | 11,615 | 11,615 | 5,499.07 | .00 | 6,115.93 | 47.3% |
| 57500000 5100 Salaries/Overtime | 0 | 0 | 0 | 142.89 | .00 | -142.89 | .0% |
| 57500000 5105 Salaries/Leave Payout | 0 | 7,968 | 7,968 | .00 | .00 | 7,968.00 | .0% |
| 57500000 5300 Public Employee Retirement S | 0 | 30,758 | 30,758 | 20,961.41 | .00 | 9,796.59 | 68.1% |
| 57500000 5302 Long Term Disability Insuran | 0 | 356 | 356 | 224.92 | .00 | 131.08 | 63.2% |
| 57500000 5303 Life Insurance Premiums | 0 | 81 | 81 | 51.54 | .00 | 29.46 | 63.6% |
| 57500000 5304 Workers Compensation Insuran | 0 | 11,461 | 11,461 | 7,873.44 | .00 | 3,587.56 | 68.7% |
| 57500000 5305 Medicare Tax- Employer's Sha | 0 | 2,143 | 2,143 | 1,336.09 | .00 | 806.91 | 62.3% |
| 57500000 5307 Deferred Comp/Part-Time | 0 | 436 | 436 | 206.23 | .00 | 229.77 | 47.3% |
| 57500000 5308 Deferred Compensation/Full-t | 0 | 2,802 | 2,802 | 4,642.69 | .00 | -1,840.69 | 165.7% |
| 57500000 5309 Unemployment Insurance | 0 | 425 | 425 | 280.88 | .00 | 144.12 | 66.1% |
| 57500000 5310 Section 125 Benefit Allow. | 0 | 16,743 | 16,743 | 13,579.80 | .00 | 3,163.20 | 81.1% |
| 57500000 6401 Gas and Electric Utilities | 0 | 4,000 | 4,000 | 7,712.75 | .00 | -3,712.75 | 192.8% |
| 57500000 6402 Telephone/Fax Charges | 0 | 3,500 | 3,500 | 1,818.44 | .00 | 1,681.56 | 52.0% |
| 57500000 6411 Advertising/Bids and Notices | 0 | 0 | 0 | 49.00 | .00 | -49.00 | .0% |
| 57500000 6414 Professional Dues | 0 | 300 | 300 | .00 | .00 | 300.00 | .0% |
| 57500000 6415 Publications/Subscriptions | 0 | 100 | 100 | 69.00 | .00 | 31.00 | 69.0% |
| 57500000 6416 Office Supplies/Expendable | 0 | 1,500 | 1,500 | .00 | .00 | 1,500.00 | .0% |
| 57500000 6420 Mileage Reimbursements | 0 | 1,200 | 1,200 | 773.95 | .00 | 426.05 | 64.5% |
| 57500000 6440 Contracted Services | 0 | 20,500 | 20,500 | 5,328.18 | .00 | 15,171.82 | 26.0% |
| 57500000 6515 Taxes and Assessments | 0 | 800 | 800 | 341.07 | .00 | 458.93 | 42.6% |
| 57500000 6530 Conference/Training/Ed | 0 | 3,312 | 3,312 | 975.90 | .00 | 2,336.10 | 29.5% |
| 57500000 6532 Maintenance/Other Supplies | 0 | 5,000 | 5,000 | -140.83 | .00 | 5,140.83 | 2.8% |
| TOTAL Successor Agency Admin | 0 | 0 | 0 | -86,314.22 | .00 | 86,314.22 | .0% |
| TOTAL Successor Agency Admin | 0 | 0 | 0 | -86,314.22 | .00 | 86,314.22 | .0% |
| TOTAL REVENUES | 0 | -250,000 | -250,000 | -250,000.00 | .00 | .00 | |
| TOTAL EXPENSES | 0 | 250,000 | 250,000 | 163,685.78 | .00 | 86,314.22 | |

02/01/2017
17:05:37

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

PAGE 4
glflxrpt

FROM 2017 01 TO 2017 07

| ACCOUNTS FOR: | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| 6050 Non Housing Bond Proceeds | | | | | | | |
| <hr/> | | | | | | | |
| 60500000 Non Housing Bond Proceeds | | | | | | | |
| 60500000 4201 Services for Other Agencies | 0 | 0 | 0 | -700.00 | .00 | 700.00 | .0% |
| 60500000 4671 Sale of Real and Personal Pr | 0 | 0 | 0 | -18,750.00 | .00 | 18,750.00 | .0% |
| 60500000 5000 Salaries/Full-time | 0 | 95,335 | 95,335 | 14,225.05 | .00 | 81,109.95 | 14.9% |
| 60500000 5005 Salaries/Part-time | 0 | 8,858 | 8,858 | 655.44 | .00 | 8,202.56 | 7.4% |
| 60500000 5100 Salaries/Overtime | 0 | 0 | 0 | 26.43 | .00 | -26.43 | .0% |
| 60500000 5105 Salaries/Leave Payout | 0 | 6,077 | 6,077 | .00 | .00 | 6,077.00 | .0% |
| 60500000 5300 Public Employee Retirement S | 0 | 23,458 | 23,458 | 3,224.49 | .00 | 20,233.51 | 13.7% |
| 60500000 5302 Long Term Disability Insuran | 0 | 272 | 272 | 53.68 | .00 | 218.32 | 19.7% |
| 60500000 5303 Life Insurance Premiums | 0 | 62 | 62 | 12.35 | .00 | 49.65 | 19.9% |
| 60500000 5304 Workers Compensation Insuran | 0 | 8,741 | 8,741 | 1,181.50 | .00 | 7,559.50 | 13.5% |
| 60500000 5305 Medicare Tax- Employer's Sha | 0 | 1,634 | 1,634 | 201.52 | .00 | 1,432.48 | 12.3% |
| 60500000 5307 Deferred Comp/Part-Time | 0 | 333 | 333 | 22.95 | .00 | 310.05 | 6.9% |
| 60500000 5308 Deferred Compensation/Full-t | 0 | 2,137 | 2,137 | 796.23 | .00 | 1,340.77 | 37.3% |
| 60500000 5309 Unemployment Insurance | 0 | 324 | 324 | 51.94 | .00 | 272.06 | 16.0% |
| 60500000 5310 Section 125 Benefit Allow. | 0 | 12,769 | 12,769 | 3,246.14 | .00 | 9,522.86 | 25.4% |
| 60500000 6401 Gas and Electric Utilities | 0 | 12,000 | 12,000 | 505.29 | .00 | 11,494.71 | 4.2% |
| 60500000 6402 Telephone/Fax Charges | 0 | 0 | 0 | 191.86 | .00 | -191.86 | .0% |
| 60500000 6440 Contracted Services | 0 | 52,000 | 52,000 | .00 | .00 | 52,000.00 | .0% |
| 60500000 6487 Disposal Costs | 0 | 0 | 0 | 1,262.90 | .00 | -1,262.90 | .0% |
| 60500000 6515 Taxes and Assessments | 0 | 0 | 0 | 102.39 | .00 | -102.39 | .0% |
| 60500000 6532 Maintenance/Other Supplies | 0 | 29,000 | 29,000 | 250.34 | .00 | 28,749.66 | .9% |
| 60500000 6804 Infrastructure Study | 0 | 70,000 | 70,000 | 325.00 | .00 | 69,675.00 | .5% |
| 60500000 6807 Building Developmnt Depot Bl | 0 | 350,000 | 350,000 | .00 | .00 | 350,000.00 | .0% |
| 60500000 6810 Traffic Signal-Yosemite/E/m | 0 | 0 | 0 | 6,873.48 | .00 | -6,873.48 | .0% |
| 60500000 6811 Riverside Subdivision Strm D | 0 | 0 | 0 | 153,402.22 | 30,716.01 | -184,118.23 | .0% |
| 60500000 6812 Riverwalk Improvement Projec | 0 | 0 | 0 | 462,274.36 | 106,291.42 | -568,565.78 | .0% |
| 60500000 7030 Facilities And Improvements | 0 | 2,425,910 | 2,425,910 | .00 | .00 | 2,425,910.00 | .0% |
| 60500000 7050 Construction/Infrastructure | 0 | 2,998,280 | 2,998,280 | 267,628.47 | .00 | 2,730,651.53 | 8.9% |
| TOTAL Non Housing Bond Proceeds | 0 | 6,097,190 | 6,097,190 | 897,064.03 | 137,007.43 | 5,063,118.54 | 17.0% |
| TOTAL Non Housing Bond Proceeds | 0 | 6,097,190 | 6,097,190 | 897,064.03 | 137,007.43 | 5,063,118.54 | 17.0% |
| TOTAL REVENUES | 0 | 0 | 0 | -19,450.00 | .00 | 19,450.00 | |
| TOTAL EXPENSES | 0 | 6,097,190 | 6,097,190 | 916,514.03 | 137,007.43 | 5,043,668.54 | |

02/01/2017
17:05:37

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

PAGE 5
glflxrpt

FROM 2017 01 TO 2017 07

| ACCOUNTS FOR: | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|---|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| 6060 LowMod Housing Bond Proceeds | | | | | | | |
| <hr/> | | | | | | | |
| 60600000 LowMod Housing Bond Proceeds | | | | | | | |
| 60600000 6440 Contracted Services | 0 | 170,810 | 170,810 | 48,925.00 | 134,940.00 | -13,055.00 | 107.6% |
| 60600000 6485 Rehabilitation Costs | 0 | 0 | 0 | 8,675.00 | .00 | -8,675.00 | .0% |
| 60600000 7030 Facilities And Improvements | 0 | 369,150 | 369,150 | 160,777.00 | 3,963.00 | 204,410.00 | 44.6% |
| TOTAL LowMod Housing Bond Proceeds | 0 | 539,960 | 539,960 | 218,377.00 | 138,903.00 | 182,680.00 | 66.2% |
| TOTAL LowMod Housing Bond Proceeds | 0 | 539,960 | 539,960 | 218,377.00 | 138,903.00 | 182,680.00 | 66.2% |
| TOTAL EXPENSES | 0 | 539,960 | 539,960 | 218,377.00 | 138,903.00 | 182,680.00 | |

02/01/2017
17:05:37

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

PAGE 6
glflxrpt

FROM 2017 01 TO 2017 07

| ACCOUNTS FOR: | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|---|--------------------|----------------------|-------------------|---------------|--------------|---------------------|-------------|
| 8040 Debt Svc Fund - SA | | | | | | | |
| <hr/> | | | | | | | |
| 80400000 Debt Svc Fund/Successor Agency | | | | | | | |
| 80400000 4162 Interest Income | 0 | 0 | 0 | -17,722.27 | .00 | 17,722.27 | .0% |
| 80400000 4355 Transfer In | 0 | -3,625,445 | -3,625,445 | -3,625,445.00 | .00 | .00 | 100.0% |
| 80400000 6440 Contracted Services | 0 | 40,000 | 40,000 | 9,026.00 | .00 | 30,974.00 | 22.6% |
| 80400000 8000 Interest Expense | 0 | 2,331,149 | 2,331,149 | 1,178,391.89 | .00 | 1,152,757.11 | 50.5% |
| 80400000 8001 Principal Payment | 0 | 1,225,000 | 1,225,000 | 1,225,000.00 | .00 | .00 | 100.0% |
| TOTAL Debt Svc Fund/Successor Agency | 0 | -29,296 | -29,296 | -1,230,749.38 | .00 | 1,201,453.38 | % |
| TOTAL Debt Svc Fund - SA | 0 | -29,296 | -29,296 | -1,230,749.38 | .00 | 1,201,453.38 | % |
| TOTAL REVENUES | 0 | -3,625,445 | -3,625,445 | -3,643,167.27 | .00 | 17,722.27 | |
| TOTAL EXPENSES | 0 | 3,596,149 | 3,596,149 | 2,412,417.89 | .00 | 1,183,731.11 | |

02/01/2017
 17:05:37

City of Madera, CA - LIVE 11.1
 FLEXIBLE PERIOD REPORT

PAGE 7
 glflxrpt

FROM 2017 01 TO 2017 07

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-------------|--------------------|----------------------|-------------------|-------------|--------------|---------------------|-------------|
| GRAND TOTAL | 0 | 7,148,094 | 7,148,094 | -208,890.42 | 621,895.53 | 6,735,088.89 | 5.8% |

02/01/2017
17:03:36City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORTPAGE 1
glflxrpt

FROM 2017 01 TO 2017 07

| ACCOUNTS FOR: | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|-------------|--------------|---------------------|-------------|
| 1020 General Fund | | | | | | | |
| 10204400 Code Enforcement | | | | | | | |
| 10204400 4076 Registration Fee | -14,500 | 0 | -14,500 | -3,735.00 | .00 | -10,765.00 | 25.8% |
| 10204400 4203 Background Check/Report Fee | -300 | 0 | -300 | -575.00 | .00 | 275.00 | 191.7% |
| 10204400 4355 Transfer In | -230,395 | 0 | -230,395 | .00 | .00 | -230,395.00 | .0% |
| 10204400 4551 Fines/Penalties for Violati | -680,000 | 0 | -680,000 | -330,741.07 | .00 | -349,258.93 | 48.6% |
| 10204400 4554 Vehicle Abatement Fee | -48,000 | 0 | -48,000 | .00 | .00 | -48,000.00 | .0% |
| 10204400 4556 Revenue/ Foreclosures | -45,000 | 0 | -45,000 | -15,846.70 | .00 | -29,153.30 | 35.2% |
| 10204400 4657 Miscellaneous Revenue | 0 | 0 | 0 | -64.66 | .00 | 64.66 | .0% |
| 10204400 4659 Refunds and Reimbursements | 0 | 0 | 0 | -194.80 | .00 | 194.80 | .0% |
| 10204400 4684 Cost Recovery for Weed Abate | -18,000 | 0 | -18,000 | .00 | .00 | -18,000.00 | .0% |
| 10204400 5000 Salaries/Full-time | 519,639 | 0 | 519,639 | 275,755.37 | .00 | 243,883.83 | 53.1% |
| 10204400 5005 Salaries/Part-time | 84,443 | 0 | 84,443 | 43,334.61 | .00 | 41,108.84 | 51.3% |
| 10204400 5100 Salaries/Overtime | 0 | 0 | 0 | 647.15 | .00 | -647.15 | .0% |
| 10204400 5105 Salaries/Leave Payout | 11,618 | 0 | 11,618 | 339.07 | .00 | 11,278.73 | 2.9% |
| 10204400 5110 Salaries/Uniform Pay | 1,000 | 0 | 1,000 | 1,477.35 | .00 | -477.35 | 147.7% |
| 10204400 5300 Public Employee Retirement S | 130,088 | 0 | 130,088 | 67,615.35 | .00 | 62,472.15 | 52.0% |
| 10204400 5302 Long Term Disability Insuran | 1,713 | 0 | 1,713 | 934.96 | .00 | 778.01 | 54.6% |
| 10204400 5303 Life Insurance Premiums | 542 | 0 | 542 | 299.12 | .00 | 243.10 | 55.2% |
| 10204400 5304 Workers Compensation Insuran | 50,760 | 0 | 50,760 | 28,935.80 | .00 | 21,824.58 | 57.0% |
| 10204400 5305 Medicare Tax- Employer's Sha | 9,235 | 0 | 9,235 | 4,960.00 | .00 | 4,275.36 | 53.7% |
| 10204400 5307 Deferred Comp/Part-Time | 2,505 | 0 | 2,505 | 1,632.70 | .00 | 871.90 | 65.2% |
| 10204400 5308 Deferred Compensation/Full-t | 17,717 | 0 | 17,717 | 13,720.66 | .00 | 3,995.98 | 77.4% |
| 10204400 5309 Unemployment Insurance | 3,175 | 0 | 3,175 | 1,292.69 | .00 | 1,882.40 | 40.7% |
| 10204400 5310 Section 125 Benefit Allow. | 173,610 | 0 | 173,610 | 96,697.01 | .00 | 76,912.63 | 55.7% |
| 10204400 6401 Gas and Electric Utilities | 21,000 | 0 | 21,000 | .00 | .00 | 21,000.00 | .0% |
| 10204400 6402 Telephone/Fax Charges | 8,000 | 0 | 8,000 | 2,288.08 | .00 | 5,711.92 | 28.6% |
| 10204400 6411 Advertising/Bids and Notices | 1,000 | 0 | 1,000 | 9.46 | .00 | 990.54 | .9% |
| 10204400 6414 Professional Dues | 375 | 0 | 375 | .00 | .00 | 375.00 | .0% |
| 10204400 6415 Publications/Subscriptions | 250 | 0 | 250 | 202.95 | .00 | 47.05 | 81.2% |
| 10204400 6416 Office Supplies/Expendable | 6,000 | 0 | 6,000 | 1,870.53 | .00 | 4,129.47 | 31.2% |
| 10204400 6418 Postage / Other Mailing Char | 13,000 | 0 | 13,000 | 3,504.33 | .00 | 9,495.67 | 27.0% |
| 10204400 6420 Mileage Reimbursements | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 10204400 6425 Vehicle Fuel, Supplies & Mai | 10,000 | 0 | 10,000 | 2,184.42 | .00 | 7,815.58 | 21.8% |
| 10204400 6437 Weed Abatement Expense | 18,000 | 0 | 18,000 | .00 | .00 | 18,000.00 | .0% |
| 10204400 6440 Contracted Services | 80,000 | 0 | 80,000 | 9,649.42 | .00 | 70,350.58 | 12.1% |
| 10204400 6530 Conference/Training/Ed | 10,000 | 0 | 10,000 | 7,589.81 | .00 | 2,410.19 | 75.9% |
| 10204400 6532 Maintenance/Other Supplies | 14,500 | 0 | 14,500 | 10,536.17 | 85.12 | 3,878.71 | 73.3% |
| 10204400 6902 Interfund Charges- Central S | 600 | 0 | 600 | 26.34 | .00 | 573.66 | 4.4% |
| 10204400 6907 Interfund Chrg/Vehicle Replc | 11,667 | 0 | 11,667 | 6,805.75 | .00 | 4,861.25 | 58.3% |

02/01/2017
17:03:36

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

PAGE 2
glflxrpt

FROM 2017 01 TO 2017 07

ACCOUNTS FOR:
1020 General Fund

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|-------------|--------------|---------------------|-------------|
| 10204400 6908 Interfund Chrg/Vehicle Maint | 19,493 | 0 | 19,493 | 11,370.94 | .00 | 8,122.06 | 58.3% |
| 10204400 6918 Interfund Charges- Comp Main | 77,369 | 0 | 77,369 | 45,131.94 | .00 | 32,237.06 | 58.3% |
| 10204400 6920 Interfund Charges - Computer | 14,616 | 0 | 14,616 | 8,526.00 | .00 | 6,090.28 | 58.3% |
| TOTAL Code Enforcement | 276,220 | 0 | 276,220 | 296,180.75 | 85.12 | -20,045.74 | 107.3% |
| TOTAL General Fund | 276,220 | 0 | 276,220 | 296,180.75 | 85.12 | -20,045.74 | 107.3% |
| TOTAL REVENUES | -1,036,195 | 0 | -1,036,195 | -351,157.23 | .00 | -685,037.77 | |
| TOTAL EXPENSES | 1,312,415 | 0 | 1,312,415 | 647,337.98 | 85.12 | 664,992.03 | |

02/01/2017
17:03:36

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

PAGE 3
glflxrpt

FROM 2017 01 TO 2017 07

| ACCOUNTS FOR: | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|-----------|--------------|---------------------|-------------|
| 1081 General Fund - LEA Tire Grant | | | | | | | |
| <hr/> | | | | | | | |
| 10814420 LEA Tire Grant | | | | | | | |
| 10814420 4428 Grant/ Current Yr Allocation | -18,338 | 0 | -18,338 | -1,597.80 | .00 | -16,740.20 | 8.7% |
| 10814420 5000 Salaries/Full-time | 6,335 | 0 | 6,335 | 653.47 | .00 | 5,681.53 | 10.3% |
| 10814420 5110 Salaries/Uniform Pay | 0 | 0 | 0 | 22.65 | .00 | -22.65 | .0% |
| 10814420 5300 Public Employee Retirement S | 1,725 | 0 | 1,725 | 627.71 | .00 | 1,097.25 | 36.4% |
| 10814420 5302 Long Term Disability Insuran | 23 | 0 | 23 | 4.86 | .00 | 17.95 | 21.3% |
| 10814420 5303 Life Insurance Premiums | 0 | 0 | 0 | 1.54 | .00 | -1.54 | .0% |
| 10814420 5304 Workers Compensation Insuran | 531 | 0 | 531 | 73.98 | .00 | 457.46 | 13.9% |
| 10814420 5305 Medicare Tax- Employer's Sha | 96 | 0 | 96 | 12.20 | .00 | 83.52 | 12.7% |
| 10814420 5308 Deferred Compensation/Full-t | 266 | 0 | 266 | 32.81 | .00 | 233.26 | 12.3% |
| 10814420 5309 Unemployment Insurance | 215 | 0 | 215 | .00 | .00 | 215.39 | .0% |
| 10814420 5310 Section 125 Benefit Allow. | 2,607 | 0 | 2,607 | 586.74 | .00 | 2,020.54 | 22.5% |
| 10814420 6530 Conference/Training/Ed | 6,956 | 0 | 6,956 | .00 | .00 | 6,956.00 | .0% |
| 10814420 6532 Maintenance/Other Supplies | 205 | 0 | 205 | .00 | .00 | 205.00 | .0% |
| TOTAL LEA Tire Grant | 622 | 0 | 622 | 418.16 | .00 | 203.51 | 67.3% |

02/01/2017
17:03:36

City of Madera, CA - LIVE 11.1
FLEXIBLE PERIOD REPORT

PAGE 4
glflxrpt

FROM 2017 01 TO 2017 07

| ACCOUNTS FOR: | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|--|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| 1081 General Fund - LEA Tire Grant | | | | | | | |
| <hr/> | | | | | | | |
| 10814460 Tire Amnesty Grant | | | | | | | |
| 10814460 4556 Tire Amnesty Grant | -39,649 | 0 | -39,649 | -22,924.87 | .00 | -16,724.13 | 57.8% |
| 10814460 5000 Salaries/Full-time | 5,280 | 0 | 5,280 | 1,183.73 | .00 | 4,096.27 | 22.4% |
| 10814460 5300 Public Employee Retirement S | 1,438 | 0 | 1,438 | 2,156.09 | .00 | -718.40 | 150.0% |
| 10814460 5302 Long Term Disability Insuran | 19 | 0 | 19 | 6.06 | .00 | 12.95 | 31.9% |
| 10814460 5303 Life Insurance Premiums | 0 | 0 | 0 | 1.72 | .00 | -1.72 | .0% |
| 10814460 5304 Workers Compensation Insuran | 443 | 0 | 443 | 139.85 | .00 | 303.09 | 31.6% |
| 10814460 5305 Medicare Tax- Employer's Sha | 80 | 0 | 80 | 24.15 | .00 | 55.63 | 30.3% |
| 10814460 5308 Deferred Compensation/Full-t | 222 | 0 | 222 | 65.28 | .00 | 156.48 | 29.4% |
| 10814460 5309 Unemployment Insurance | 180 | 0 | 180 | 2.15 | .00 | 177.37 | 1.2% |
| 10814460 5310 Section 125 Benefit Allow. | 2,173 | 0 | 2,173 | 533.27 | .00 | 1,639.81 | 24.5% |
| 10814460 6412 Advertising/Other | 4,318 | 0 | 4,318 | 588.60 | .00 | 3,729.40 | 13.6% |
| 10814460 6440 Contracted Services | 25,545 | 0 | 25,545 | 7,730.00 | 17,500.00 | 315.00 | 98.8% |
| 10814460 6532 Maintenance/Other Supplies | 665 | 0 | 665 | 101.92 | .00 | 563.08 | 15.3% |
| TOTAL Tire Amnesty Grant | 713 | 0 | 713 | -10,392.05 | 17,500.00 | -6,395.17 | 997.2% |
| TOTAL General Fund - LEA Tire Grant | 1,334 | 0 | 1,334 | -9,973.89 | 17,500.00 | -6,191.66 | 564.0% |
| TOTAL REVENUES | -57,987 | 0 | -57,987 | -24,522.67 | .00 | -33,464.33 | |
| TOTAL EXPENSES | 59,321 | 0 | 59,321 | 14,548.78 | 17,500.00 | 27,272.67 | |

02/01/2017
 17:03:36

City of Madera, CA - LIVE 11.1
 FLEXIBLE PERIOD REPORT

PAGE 5
 glflxrpt

FROM 2017 01 TO 2017 07

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | ACTUALS | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-------------|--------------------|----------------------|-------------------|------------|--------------|---------------------|-------------|
| GRAND TOTAL | 277,555 | 0 | 277,555 | 286,206.86 | 17,585.12 | -26,237.40 | 109.5% |

REPORT TO THE CITY COUNCIL

MEETING OF: February 8, 2017

AGENDA ITEM NUMBER: 3F

APPROVED BY:


Executive Director


Neighborhood Preservation Supervisor

Subject: Activity Report – Code Enforcement Division

Summary: The City Council has identified pro-active code enforcement to be a major priority. We have modified the format in order to provide you and the public with a better understanding of the activity level of the Neighborhood Revitalization Program.

HISTORY/BACKGROUND

Foreclosed properties continue to be a City-wide problem and not limited to individual census tracts. Our focus on these types of vacant buildings continues to dominate our list of priorities. To address such vacancies, our level of activity extends to regular monitoring and inspections, regular issuing of notices and administrative citations to property owner(s) and interested parties and when necessary placing a lien on the property for any continuing violation(s). The goal in this focused effort is to contact the responsible parties, (who in most cases are absentee financial institutions), early in the process, so as to prevent the properties from deterioration and blight, from attracting unauthorized persons into the home, and from health hazards but most of all to help preserve the well-being of the neighborhood.

RECOMMENDATION

No action is required.

JET/vr

Attachment:
-Activity Report

REPORT FOR JANUARY 1, 2017 – JANUARY 31, 2017

Foreclosed Property Activities

| | Activity | Amount |
|-----|--|--------|
| 1. | Total Foreclosed Property Cases | 100 |
| 2. | Monitoring (Occupied) | 74 |
| 3. | Active Cases | 26 |
| *4. | Properties Sold this month and/or Closed | 8 |
| 5. | Properties Registered | 6 |
| 6. | Citations Issued | 1 |

* (8) Foreclosure properties sold. Foreclosure cases closed due to cancellation of foreclosure process (0).

Code Enforcement Activities

| | Activity | Total for Month | Year to Date (From 7/1/2016) |
|----|--|-----------------|---------------------------------|
| 1. | Files Opened <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i> | 30 | 564 |
| 2. | Files Closed <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i> | 147 | 595 |
| 3. | Active Files <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i> | 676 | N/A |
| 4. | Citations Issued <i>Public Nuisance, Zoning, Vacant Building, Substandard Housing</i> | 11 | 43 |
| 5. | Abandoned Vehicles Tagged (Cases Opened) | 48 | 299 |
| 6. | Abandoned Vehicles Towed (Cases Closed) | 2 | 20 |
| 7. | Abandoned Vehicles Removed (Cases Closed) | 20 | 303 |
| 8. | Active Abandoned Vehicle Files | 117 | N/A |
| 9. | Weed Abatement Files Opened | 0 | 0 |

Accounts Receivables Activities

| | Activity | Total for Month | Year to Date (From 7/1/2016) |
|----|---|-----------------|---------------------------------|
| 1. | Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i> | \$3,675.00 | \$53,950.00 |
| 2. | Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i> | \$83,601.67 | \$330,916.07 |
| 3. | Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i> | \$330.00 | \$3,720.00 |
| 4. | Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Collection Agency | \$0.00 | \$6,985.00 |

Small Claims and Lien Activities

Information provided by City Attorney's Office

| | Type | No. of files This month | No. of files Ytd. | Amount This month | Amount Year to Date |
|----|-------------------------------------|----------------------------|----------------------|----------------------|------------------------|
| 1. | Small Claims / Intercept Candidates | 0 | 136 | \$0.00 | \$158,188.32 |
| 2. | Lien Confirmations | 1 | 19 | \$1,870.00 | \$156,099.92 |
| 3. | Liens turned over to Assessor | 0 | 8 | \$0.00 | \$2,251.76 |

Files currently being reviewed for appropriate action – 0

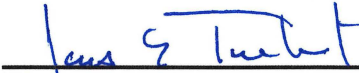
REPORT TO THE CITY COUNCIL

RETURN TO AGENDA

MEETING OF: February 8, 2017

AGENDA ITEM NUMBER: 3G

APPROVED BY:


Executive Director

Subject: Code Enforcement Funds Collection Report for Period Ending January 31, 2017

Summary: The City Council will be provided with an updated funds collection report.

HISTORY/BACKGROUND

The primary sources for Code Enforcement/Neighborhood Revitalization funding are General Fund, and CDBG funds. Other sources include:

- Foreclosure Registration Fee
- Abandoned Building Registration Fee
- Graffiti Restitution
- Fines and Penalties

Since we have begun recording Notice of Violations on foreclosures, we have experienced a significant increase in revenues from "Fines and Penalties." Revenue increases from "other sources" is illustrated below.

| Fiscal Year | Jul | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | TOTAL |
|--------------|----------|----------|-----------|-----------|-----------|----------|----------|----------|-----------|----------|-----------|----------|--------------------|
| 2010-11 | \$ 9,845 | \$ 7,980 | \$ 5,806 | \$ 7,953 | \$10,873 | \$12,240 | \$10,304 | \$5,354 | \$11,147 | \$19,446 | \$13,501 | \$42,760 | \$157,209 |
| 2011-12 | \$22,646 | \$35,955 | \$22,782 | \$42,900 | \$45,553 | \$71,297 | \$67,720 | \$64,524 | \$52,238 | \$23,612 | \$28,641 | \$45,809 | \$523,678 |
| 2012-13 | \$33,216 | \$36,791 | \$24,520 | \$56,500 | \$61,504 | \$62,101 | \$60,271 | \$76,941 | \$70,142 | \$61,138 | \$66,261 | \$22,660 | \$632,045 |
| 2013-14 | \$73,253 | \$41,445 | \$40,692 | \$116,589 | \$58,036 | \$47,573 | \$94,700 | \$64,214 | \$18,911 | \$31,682 | \$51,773 | \$9,043 | \$647,915 |
| 2014-15 | \$12,262 | \$60,675 | \$171,037 | \$38,146 | \$129,213 | \$37,074 | \$11,836 | \$27,967 | \$144,602 | \$29,078 | \$75,658 | \$8,867 | \$753,645 |
| 2015-16 | \$27,183 | \$83,589 | \$2,393 | \$88,406 | \$34,598 | \$26,218 | \$16,834 | \$88,144 | \$76,912 | \$67,380 | \$122,878 | \$39,338 | \$673,872 |
| 2016-17 | \$17,905 | \$28,638 | \$20,220 | \$133,834 | \$38,741 | \$23,545 | \$88,231 | | | | | | \$350,213 |
| TOTAL | | | | | | | | | | | | | \$3,738,577 |

RECOMMENDATION

Report is provided for your information only – no action is required.

REPORT TO THE CITY COUNCIL

RETURN TO AGENDA

BOARD MEETING OF: February 8, 2017
AGENDA ITEM NUMBER: 3H

APPROVED BY:



Neighborhood Outreach Coordinator



Executive Director

Subject: Update on Neighborhood Outreach Activities

Summary: The City Council has identified pro-active neighborhood outreach to be a major priority. This is a brief report outlining the activities of the Neighborhood Watch Program and other pertinent outreach activities.

HISTORY/BACKGROUND:

The purpose of this report is to provide the City Council a monthly update for the month of November on projects and tasks undertaken by the Neighborhood Outreach team:

- Saleh Alhomed, Neighborhood Outreach Coordinator, full-time employee.
- Yuliana Franco, Neighborhood Outreach Consultant, part-time employee (20hrs/week).
- Christina Herrera, Neighborhood Outreach Assistant, full-time employee.

I. Neighborhood Meetings:

a. January Meetings:

- i. January 17, 2017; Location: 414 Elm Street; Time: 6-7 P. M. (3rd N.W.)
- ii. January 25, 2016; Location: 800 Yosemite Ave; Time: 11-12 P.M. (1st N.W.)

II. Upcoming Neighborhood Watch Meetings:

a. February Meetings:

- i. February 9, 2017; Location: Corner of Rotan and West 5th Streets; Time: 6-7 P.M. (1st NW)
- ii. February 22, 2017; Location: S. Coolidge Street; Time: 6-7PM (3rd NW)
- iii. February 23, 2017; Location: 800 Yosemite Apartments; Time: 11-12 P.M. (2nd NW)
- iv. February 23, 2017; Location: 120 Harding Street; Time: 6-7 P.M. (2nd NW)

III. Anti-Graffiti Program

- a. We launched our annual Anti-Graffiti Program. This year, we are covering 14 schools—that is, all the elementary schools in the city and a few in the county. Christina and Saleh are coordinating with our partners the Madera Police Department, The Madera County Probation, the Madera County Sheriff Department, and Public Works Department to carry out the presentations effectively.
- b. Here is the schedule:

January:

- Tuesday, January 31st at 1:30PM, at Dixieland Elementary School--**Completed**
 - 18440 Rd 19, Madera, CA 93637

February

- Wednesday, February 1st at 8:30AM, at Eastin-Arcola Elementary School—**Completed**
 - 29551 Ave 8, Madera, CA 93637
- Thursday, February 2nd at 8:30AM, at Nishimoto Elementary School—**Completed**
 - 26460 Martin St, Madera, CA 93638

- Wednesday, February 8th at 1:30PM, at Howard Elementary School
 - **13878 Rd 21 1/2, Madera, CA 93637**
- Friday, February 10th at 10:15AM, at Cesar Chavez Elementary School
 - **2600 E Pecan Ave, Madera, CA 93637**
- Wednesday, February 15th at 1:30PM, at Millview Elementary School
 - **1609 Clinton St, Madera, CA 93638**
- Friday, February 24th at 1:30PM, at Alpha Elementary School
 - **900 Stadium Rd, Madera, CA 93637**

March

- Thursday, March 2nd at 9:00AM, at Sierra Vista Elementary School—**Councilman Holley**
 - **917 E Olive Ave, Madera, CA 93638**
- Monday, March 6th at 1:30PM, at James Madison Elementary School
 - **109 Stadium Rd, Madera, CA 93637**
- Thursday, March 16th at 10:00AM, at George Washington Elementary School—**Councilman Oliver**
 - **509 E South St, Madera, CA 93638**
- Thursday, March 23rd at 1:30PM, at Parkwood Elementary School
 - **1150 E Pecan Ave, Madera, CA 93637**
- Thursday, March 31st at 10AM, at Perishing Elementary School
 - **1505 Ellis St, Madera, CA 93638**

April

- Monday, April 3rd at 8:30AM, at Berenda Elementary School—**Councilman Oliver**
 - **26820 Club Drive, Madera, CA 93638**
- Friday, April 7th at 10:15AM, at John Adams Elementary School—**Councilwoman Gallegos**
 - **1822 National Ave, Madera, CA 93637**
- Friday, April 19th at 1:30PM, at Lincoln Elementary School—**Supervisor Robert Poythress**

IV. Outreach Activities:

- a. Madera Downtown Association Social Mixer
- b. Annual Intercultural/Interfaith Event
- c. Arts Council Community Information Session

V. Established Community Partnerships:

- a. American Red Cross Volunteer Training
 - i. We had a Madera Team meeting on January 18, 2017 to discuss upcoming helping events for volunteers and provided supplies to volunteers for rescue missions.
- b. Community Partnership
 - i. The meeting was canceled. We worked on the Homeless Count of the year in conjunction with the Madera Community Action Partnership.
- c. Curb Stripe Initiative
 - i. At the December meeting, the committee charged the Community Outreach Coordinator, Saleh Alhomedi, with looking into the financial projections of a City-wide implementation. Saleh, under the supervisory of James Taubert, worked with Public Works Director, David Randall, City Attorney, Brent Richardson, and City Manager, David Tooley to prepare a report for Council. It will be presented to Council.
- d. Madera Downtown Association
 - i. Our outreach staff walked to invite merchants to the meetings.
 - ii. The outreach worked with the Chamber of Commerce to collect the contact information of all the merchants in downtown to start utilizing e-mail and phone communications to invite merchants to events, meetings, and to keep them informed on new developments.
 - iii. Debi Bray and Jim Taubert invited Public Works Director and the Finance Director to the March Madera Downtown Association meeting to discuss with merchants the City's charges and services it provides to the downtown merchants and owners.

e. SCORE

- i. Jim, Yuliana, and Sal are collaborating with Mr. Chris Boyle, Director of the Planning Department, on preparing for the City's annual business workshops. These collaborative efforts will help enhance the quality of workshops and bring more entrepreneurs and business owners to the workshops.
- ii. There was a meeting on Friday, January 27th with Mr. Boyle.
- iii. We will have a follow-up meeting once the ideas we brainstormed are approved.

f. Transforming Our City

- i. No further action at this point.

g. Adopt-A-School

- i. Our department received a \$25,000 grant to help run the program. Our department will partner with the Madera Ministerial Association on outreach and running the program.
- ii. We have received two applications from two different churches. We are anticipating to get five applications in by the end of this month.
- iii. We are also coordinating with David Hernandez, Director of Community Service, at the MUSD to facilitate the fingerprinting and TB testing process.

h. Youth Leadership Conference

- i. James Irvine Foundation is considering providing a \$10,000 award to the MUSD Foundation to procure some of the costs of running the program.
- ii. Yuliana has been doing outreach at high schools and colleges in Madera and Fresno. The logistical requisites of the program are being covered.
- iii. We are closing in on finalizing the list of attendees.

VISION 2025 LINKAGE

These items are compatible with the objectives and goals set forth in the Vision Madera 2025 Action Plan.

RECOMMENDATION

This report is merely informational. No action is required.

CITY OF MADERA REPORT TO THE CITY COUNCIL

BOARD MEETING OF: February 8, 2017

AGENDA ITEM NUMBER: 31

APPROVED BY:


Neighborhood Preservation Supervisor


Executive Director

Subject: Consideration of a Resolution Approving an Agreement with Madera District Fair for Use of the Fairgrounds Parking Area for the Staging of Upcoming Waste Tire Amnesty Day Events in the Spring of 2017

Summary: The City Council will consider a resolution approving an agreement with Madera District Fair for use of their parking lot area for staging upcoming Waste Tire Amnesty Day Events on March 18, 2017.

HISTORY/BACKGROUND

By previous action, the Agency has authorized Waste Tire Amnesty Day Events to occur in and around the City to divert waste tires from the City and County to be recycled in Hollister, CA using funding from the Department of Resources Recycling and Recovery (CalRecycle).

SITUATION

The Madera District Fair administration has agreed to allow the City use of their facilities for upcoming Waste Tire Amnesty Day Events to be held on March 18, 2017. The cost per event is \$250.00 with a provision that the City provide proof of insurance. The program will be a controlled event and will be restricted by the guidelines provided by CalRecycle. With the exception of this rental fee, the funds received from the Amnesty Grant will cover the costs incurred in sponsoring the Waste Tire Amnesty Day Events.

LINKAGE TO VISION 2025

Strategy 437 - Promote Recycling through multiple programs.

RECOMMENDATION

Staff recommends the City Council adopt the resolution approving the rental agreement with the Madera District Fair for upcoming Waste Tire Amnesty Day Events.

Attachment:

- Resolution (City)
- Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA APPROVING THE AGREEMENT WITH MADERA
DISTRICT FAIR FOR THE USE OF A PORTION OF THE PARKING
LOT FOR THE STAGING OF UPCOMING WASTE TIRE
AMNESTY DAY EVENTS IN FISCAL YEAR 2016 - 2017

WHEREAS, The Neighborhood Revitalization Department has determined the parking lot at the
Madera District Fairgrounds to be the most central location for the Waste Tire Amnesty Day Event;
and

WHEREAS, Madera District Fair has agreed to charge rental fees of \$250.00 per event and
allow the City of Madera use of the fairgrounds for Waste Tire Amnesty Day Events to be held on
March 18, 2017; and

WHEREAS, the Neighborhood Revitalization Department shall provide proof of insurance to the
Madera District Fair.

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

1. The recitals listed above are true and correct.
2. The agreement as described above which is on file in the office of the City Clerk and which is
referred to for more particulars is hereby approved.
3. The Mayor is hereby authorized to execute the agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

RENTAL AGREEMENT

☐ Fairtime

☒ Interim

THIS AGREEMENT by and between the **21-A District Agricultural Association,**
called the Association, and **City of Madera**

hereinafter
hereinafter called the Renter,

WITNESSETH:

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises beginning on **March 18, 2017, at 8 AM** and ending on **the same day by 2:00 PM.**

Event may not exceed 8 hours.

2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **Portion of Lot B. Set up and tear down days are included when paid for or approved by Fair manager.**

Bounce Houses Are Not Allowed At Any Event, Unless Required Insurance Is Provided

3. The purposes of occupancy shall be limited to: **Tire Amnesty** and shall be for no other purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
 - **\$250.00 rental fee for Portion of Lot B.**
 - **Total Rental Fees: \$250.00**
 - **Rental deposit of \$125.00 due on or before 01/13/2017 with Signed Contracts. (\$125.00 rental deposit is non-refundable if event date is cancelled or date changed).**
 - **Balance and Insurance Certificate are due in the office on or before 03/03/2017.**
5. Renter agrees to pay fees required by Association for: **Portion of Lot B** and to guarantee the payment of:
 - (a) Any money which may be payable to Association under this agreement;
 - (b) Any damage to Association property; and utility charges, if any;
 - (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: The CFSA Insurance Statement (if applicable) is attached and incorporated into this agreement.
- **Exhibit "A" Insurance Statement**
 - **Exhibit "B" Rental Policy**
 - **Exhibit "C" Standard Contract Terms and Conditions**
 - **Exhibit "D" Reservation Form, are incorporated herein and made a part of this agreement.**
- Actual costs may vary due to additional equipment, labor, damages, security, and/or other unanticipated costs.**
14. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.
15. **FORCE MAJEURE.** If either Contractor or the 21-A DAA will be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Contractor from prompt payment of any rent, taxes, insurance or any other charge required of Contractor, except as may be expressly provided in this Agreement.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

21-A District Agricultural Association

Address 1850 W. Cleveland Ave., Madera, CA 93637

City of Madera, Renter

Address 428 E. Yosemite Ave., Madera 93638

By _____
Title Tom Mitchell, CEO Date

By _____
Title Mayor - Date



INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

MADERA DISTRICT FAIR RENTAL POLICY SUMMARY

EXHIBIT "B"

DATES AND DEPOSITS: Dates will be assigned up to one year in advance. Assignment will be on a first-come, first-served basis, for except annual events which will be allowed two weeks after the close of their event to reserve, with deposit, the same date for the following year. If a deposit is not received, the Association will release the dates without notice.

TO RESERVE A DATE: 50% of the rental fee is non refundable. This deposit will be forfeited if event date is canceled or changed.

PAYMENT: Additional rental fees such as maintenance, cleaning/breakage deposit, insurance, security contract and all other fees and documents are due and payable 2 weeks prior to the event. If not received by this time, the event maybe subject to cancellation or a \$50.00 late fee.

DEPOSIT: The Madera District Fair requires a cleaning/breakage deposit, the amount will be indicated on contracts and will be determined on the size of the event. The deposit is refundable within 5 business days after the event, less any fees for labor, cleanup, overtime, damages, etc.

SECURITY: Security is required for all functions. Renter is recommended to contract with Security Company from Madera Fair's pre-approved list. Security to begin at start of event until event concludes. 1 security guard for every 50 people is required plus 1 extra guard for the parking lot. Hired Security Company has the authority to end an event for any of the following reasons: number of people exceeds the number of people on security agreement and or rental agreement, minors are consuming alcohol, or if the public's safety is at risk. The Fair has the ultimate authority to determine the number of guards for each event.

RENTAL HOURS: Access to buildings for decorating and cleanup are from 8:00 AM to 1:00 AM (unless noted otherwise in contract). "Event" hours may not exceed 8 hours. The building must be clean, completely empty and ready to lock at 1:00 AM. If the "Event" hours exceed the 8 hours, or if the event goes past 1:00am, overtime charges of \$100.00 per hour will apply.

INSURANCE: All renters will be required to provide evidence of insurance protecting the State of California and the 21-A District Agricultural Association from occurrences as to bodily injury and property damage. Insurance may be purchased through the Fair. (See Exhibit "A" Insurance Requirements)

ALCOHOL: Anyone planning to charge an admission fee, (either direct or donation) or sell alcoholic beverages (direct sales, script, or included in admission fee) MUST obtain a valid liquor license from the Department of Alcoholic Beverage Control (ABC), 3640 E. Ashlan, Fresno 93726, (209 225-6334). Alcoholic beverages in bottles must be served into cups from behind bar. Cans are permitted, but must be opened at the bar. Limit 2 open drinks per person. Renter must make reasonable effort to encourage responsible drinking and to prevent minors from drinking.

SET UP: Renter must submit a floor plan (layout) along with specifications for the event 2 weeks prior to the day of the event. If set-up is not turned in on time renter will receive a standard set-up. All set-ups are limited to the ability of the Fair to provide the equipment requested. Any alterations requiring staff, to modify floor plan or to change the set up once the set-up has been approved will be charged at the current hourly rate per maintenance person (a \$25 minimum will apply). Day before set up is for decorating only.

DAY BEFORE FEES & SCHEDULE:

| | | |
|----------------|----------|---|
| Hatfield Hall: | \$250.00 | 10:00am – 8:00pm |
| | \$50.00 | 12:00pm – 4:00pm *if available 2 weeks prior to event |

| | | |
|-----------------|----------|---|
| Home Arts Hall: | \$150.00 | 10:00am – 8:00pm |
| | \$50.00 | 12:00pm – 4:00pm *if available 2 weeks prior to event |

DAY AFTER FEES & SCHEDULE: Renter may come in the day after to cleanup in the halls between the hours of 10:00am – 2:00pm. A \$75.00 fee will be applied. Renter understands that the day after cannot be guaranteed until 2 weeks prior to the event date.

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)**1. National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. Resolution of Contract Disputes (PCC 10240.5, 10381)

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. Amendment (GC 11010.5)

Contract modification, when allowable, may be made by formal amendment only.

5. Assignment

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

6. Termination

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

MADERA DISTRICT FAIR

INTERIM FACILITY RESERVATION FORM

OFFICE USE ONLY:

Exhibit "D"

Contract # 17-074

Last Contract 16-153

141116

NAME OF RENTER/ORGANIZATION: City of Madera

(Individuals renting the fairgrounds must be at least 18 years of age or older)

Contact Person (s): Andrew Martinez Contact Phone: 408-586

Mailing Address: 428 E. Yosemite Ave. Madera 93608

Contact Email: _____ Alt. Contact #: _____

DATE (S) OF EVENT: March 18, 2017 HOURS OF EVENT: 8:30-1:30pm

TYPE OF EVENT: Time Amnesty ESTIMATED # OF PEOPLE: _____

Event Open to the Public? (Yes/No) Alcohol served? Yes (No) sold? Yes (No)

Event Information for the public and our website (only for events open to the public):

Phone: _____ E-Mail: _____ Website: _____

HATFIELD HALL _____

JOE VAN ALLEN HALL _____

VAN ALLEN with HH _____

HOME ARTS HALL _____

OTHER BUILDING (S)/AREA (S) REQUESTED:

portion of Lot B

*Brags in our portapotties.

Cost of Rental Area: \$ 350-

Damage/Cleaning Deposit: \$ _____

Day before set up: \$ _____

Day After for clean up: \$ _____

Insurance: \$ OWN

Liquor Liability Insurance: \$ _____

Additional Charges: \$ _____

ESTIMATED COST OF RENTAL: \$ 350-

Non-Refundable Amount \$ 125-

Important Policy Notices - Please Read Carefully

1. A **non-refundable** reservation fee is due upon booking of the function to guarantee hold on rental. This money will be forfeited if date is changed or cancelled. (50 % of rental fee)
2. Final payment & copies of all insurance documents, security contracts, set up & alcohol license or permits that are required must be on file in the Fair Office 2 weeks prior to your event or the event may be cancelled. **Due Date:** 3.13.17
3. Fair personnel may enter an event or any facility at any time. Fair personnel also have the authority to end an event if it is in the best interest of the Madera District Fair. Such actions that warrant the ending of an event are, minors consuming alcohol, destruction of property, overcrowding, fighting, public safety etc. Renter is responsible for the action of the people at their event.
4. By submitting and signing this reservation for, I understand and acknowledge that the MDF has fully explained the reservation and contracting process, including the specific terms and conditions to be included in the contract. Further, I understand that in holding my reservation the MDF will incur certain expenses in processing the contract and that the particular date (s) I have requested will be unavailable to other potential contractors, which may result in lost revenue to the MDF if I subsequently choose not to execute the contract. I fully understand that in submitting this reservation request and to cause the MDF to hold the requested date (s) for my event, I am required to pay a non-refundable deposit. Because time is of the essence, I also understand and agree that I will execute the contract and return the signed Rental Agreement to the MDF by the specified date. I further understand and agree, that in the event I fail to sign and return the agreement to the MDF within the specified time, that this will constitute a material breach of this reservation agreement; that the MDF will have been damaged; that the amount of damages is speculative and uncertain; and that I will forfeit, at the sole discretion of the District, the entire deposit as liquidated damages for the breach of this agreement.

By signing, I acknowledge that I fully understand and agree to the terms of this rental form

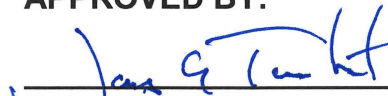
Andrew Renter

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

BOARD MEETING OF: February 8, 2017

AGENDA ITEM NUMBER: 3J

APPROVED BY:



Executive Director

Subject: Consideration of a Resolution Amending Fund 4020 Low/Mod Housing Fund FY 2017 Budget

Summary: The Successor Housing Agency Board will consider a resolution amending the FY 2017 Budget.

HISTORY/BACKGROUND

At the January 2017 meeting the Agency Board and City Council accepted the grant award from Chukchansi Gold Resort and Casino. The grant will fund the implementation of the Adopt-A-School Program.

SITUATION

A budget amendment is needed to recognize the receipt of revenue and setup an account for the distribution of expenditures to fund the Adopt-A-School Program. Exhibit A to the resolution has been prepared for submittal to Finance Department on approval.

Amendment to increase the budget of the following accounts:

Revenue Account – Local Grants \$25,000.00-

Expenditure Account – Adopt-A- School Program \$25,000.00

RECOMMENDATION

Staff recommends the Successor Housing Agency Board approve the resolution amending the FY 2017 Budget attached as Exhibit A.

Attachment:

-Resolution (SHA)

-Exhibit A

RESOLUTION NO. SHA

A RESOLUTION OF THE SUCCESSOR HOUSING AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY AMENDING FUND 4020 LOW/MOD HOUSING FUND FISCAL YEAR 2017 BUDGET

WHEREAS, the Successor Housing Agency to the former Madera Redevelopment Agency (the “Agency”) was established in accordance with Ordinance No. 390 C.S. pursuant to the Community Redevelopment Law, California Health and Safety Code Section 33000 et seq. (the “CRL”); and

WHEREAS, in accordance with Section 33606 of the California Health and Safety Code, the Agency is required to adopt an annual budget including all activities to be financed by the Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code, and

WHEREAS, the Successor Housing Agency Board has reviewed and adopted the FY 2017 Agency Budget, and

WHEREAS, the Successor Housing Agency Board accepted the award of grant funds creating the need for an amendment to FY 2017 budget fund 4020 Low/Mod Housing fund.

NOW, THEREFORE, IT IS RESOLVED and the Board of Directors of the Successor Housing Agency of the Former Madera Redevelopment Agency finds, declares, determines, and orders as follows:

1. The above recitals are true and correct.
2. The FY 2017 Budget in fund 4020 Low/Mod Housing fund is hereby amended and a signed copy of this resolution shall be placed on file in the office of the Director of Finance, who shall take such actions as necessary to reflect the budget amendment per “Exhibit A”.
3. This Resolution shall become effective immediately upon adoption.

EXHIBIT A
CITY OF MADERA SUCCESSOR HOUSING AGENCY
MID-YEAR BUDGET REVIEW - FUND 4020 LOW MODERATE INCOME HOUSING FUND
FISCAL YEAR 2016-17

| ACCOUNT DESCRIPTION | ORG | OBJ | YTD ACTIVITY | WORKING BUDGET | 02-08-17 AMENDMENT | REVISED BUDGET |
|-------------------------------------|----------|------|-----------------|-------------------|-----------------------|-------------------|
| Revenue | | | | | | |
| Interest Income/Loans | 40200000 | 4163 | (190.97) | (203.00) | | (203.00) |
| Rental Income | 40200000 | 4190 | (3,150.00) | (12,600.00) | | (12,600.00) |
| Grant | 40200000 | 4434 | - | (16,000.00) | | (16,000.00) |
| Local Grant | 40200000 | 4442 | (25,000.00) | - | (25,000.00) | (25,000.00) |
| Refunds and Reimbursements | 40200000 | 4659 | (3,423.73) | - | | - |
| Sale of Real and Personal Prop | 40200000 | 4671 | - | (250,000.00) | - | (250,000.00) |
| Total Revenue | | | (31,764.70) | (278,803.00) | (25,000.00) | (303,803.00) |
| Expenditures | | | | | | |
| Salaries/Full-time | 40200000 | 5000 | 7,848.99 | 28,000.00 | | 28,000.00 |
| Salaries/Part-time | 40200000 | 5005 | 524.70 | 2,602.00 | | 2,602.00 |
| Salaries/Overtime | 40200000 | 5100 | 26.43 | - | | - |
| Salaries/Leave Payout | 40200000 | 5105 | - | 1,785.00 | | 1,785.00 |
| Public Employee Retirement Sys | 40200000 | 5300 | 1,728.22 | 6,890.00 | | 6,890.00 |
| Long Term Disability Insurance | 40200000 | 5302 | 21.07 | 80.00 | | 80.00 |
| Life Insurance Premiums | 40200000 | 5303 | 4.88 | 18.00 | | 18.00 |
| Workers Compensation Insurance | 40200000 | 5304 | 653.91 | 2,567.00 | | 2,567.00 |
| Medicare Tax- Employer's Share | 40200000 | 5305 | 111.18 | 480.00 | | 480.00 |
| Deferred Comp/Part-Time | 40200000 | 5307 | 19.42 | 98.00 | | 98.00 |
| Deferred Compensation/Full-tim | 40200000 | 5308 | 354.37 | 628.00 | | 628.00 |
| Unemployment Insurance | 40200000 | 5309 | - | 95.00 | | 95.00 |
| Section 125 Benefit Allow. | 40200000 | 5310 | 1,288.14 | 3,750.00 | | 3,750.00 |
| Gas and Electric Utilities | 40200000 | 6401 | 269.29 | 4,000.00 | | 4,000.00 |
| Telephone/Fax Charges | 40200000 | 6402 | 63.99 | 350.00 | | 350.00 |
| Advertising/Bids and Notices | 40200000 | 6411 | 131.82 | 800.00 | | 800.00 |
| Office Supplies/Expendable | 40200000 | 6416 | - | 200.00 | | 200.00 |
| Postage / Other Mailing Charge | 40200000 | 6418 | - | 100.00 | | 100.00 |
| Contracted Services | 40200000 | 6440 | - | 80,000.00 | | 80,000.00 |
| Adopt-A-School Grant Program | 40200000 | 6480 | - | - | 25,000.00 | 25,000.00 |
| Rehabilitation Costs | 40200000 | 6485 | - | 250,000.00 | | 250,000.00 |
| Disposal Costs | 40200000 | 6487 | - | 15,000.00 | | 15,000.00 |
| Taxes and Assessments | 40200000 | 6515 | - | 6,600.00 | | 6,600.00 |
| Conference/Training/Ed | 40200000 | 6530 | - | 100.00 | | 100.00 |
| Maintenance/Other Supplies | 40200000 | 6532 | - | 400.00 | | 400.00 |
| Lease Property Maintenance | 40200000 | 6535 | 955.00 | 1,500.00 | | 1,500.00 |
| Facilities And Improvements | 40200000 | 7030 | 1,596.90 | 413,000.00 | - | 413,000.00 |
| Total Expenditures | | | 15,598.31 | 819,043.00 | 25,000.00 | 844,043.00 |
| Total 40200000 Low/Mod Housing Fund | | | (16,166.39) | 540,240.00 | - | 540,240.00 |

REPORT TO THE CITY COUNCIL

RETURN TO AGENDA

BOARD MEETING OF: February 8, 2017
AGENDA ITEM NUMBER: 4A

APPROVED BY:


Neighborhood Outreach Coordinator


Executive Director


For City Manager

Subject: Discussion regarding curb stripe program

Summary: This report will be presented to Council on findings regarding implementing the Curb Stripe Program City-wide.

HISTORY/BACKGROUND:

During the Curb Stripe Committee meeting, some members expressed interest in the possibility of implementing the Curb Stripe Program City-wide. The Neighborhood Outreach Coordinator was charged with looking into the ability of undertaking this effort in consultation with the City Attorney, City Manager, and Public Works Director. This report presents information on the implementation projected costs, a public campaign to inform the public regarding City-wide curb painting, and outlines a systematic process for removal of curb stripe in the event some residents do not want it on their curb.

I. Financial and Costs Projections:

| General Projection | |
|---|---|
| City Parcels | Projected Cost |
| 12,000 | \$117,187.20 |
| Each Emblem Cost | |
| Item | Cost |
| Emblem | \$15.32/parcel |
| <i>Note: The above per emblem cost is comprised of 58.2% labor and 41.8% equipment and material</i> | |
| Labor | |
| Item | Note |
| Two man crews with airless sprayers and stencils (2 people) | Paint about 75 emblems per day (1 coat) |
| Two sets of two man crews with airless sprayers and stencils (4 people) | Eight (8) months to complete all 12,000 with both coats (2 coats for longer duration) |
| Total Labor | 5,120 Man Hours |

| Removal of Emblem | | | | | |
|---|---|--|--|--|--|
| Item | Cost | | | | |
| Each emblem removal is anticipated to be on average a 45 minutes task | \$60/each | | | | |
| Long-Term Maintenance | | | | | |
| Item | Cost | | | | |
| 12,000 Parcels | \$60,000 to add a single coat which may need to be done on an average of every two years. | | | | |

II. If City-wide curb painting is carried out by the City:

- a. Dedicate four or more existing employees for this task for 8 months.
- b. If part-time employees are not hired during the implementation, then we would:
 - i. Eliminate our ability to do graffiti work, tire pick up, and alley maintenance activities.
- c. If existing full employees are used for maintenance, labor cost would increase by 57% (\$66,610).

III. Legality of City-wide implementation:

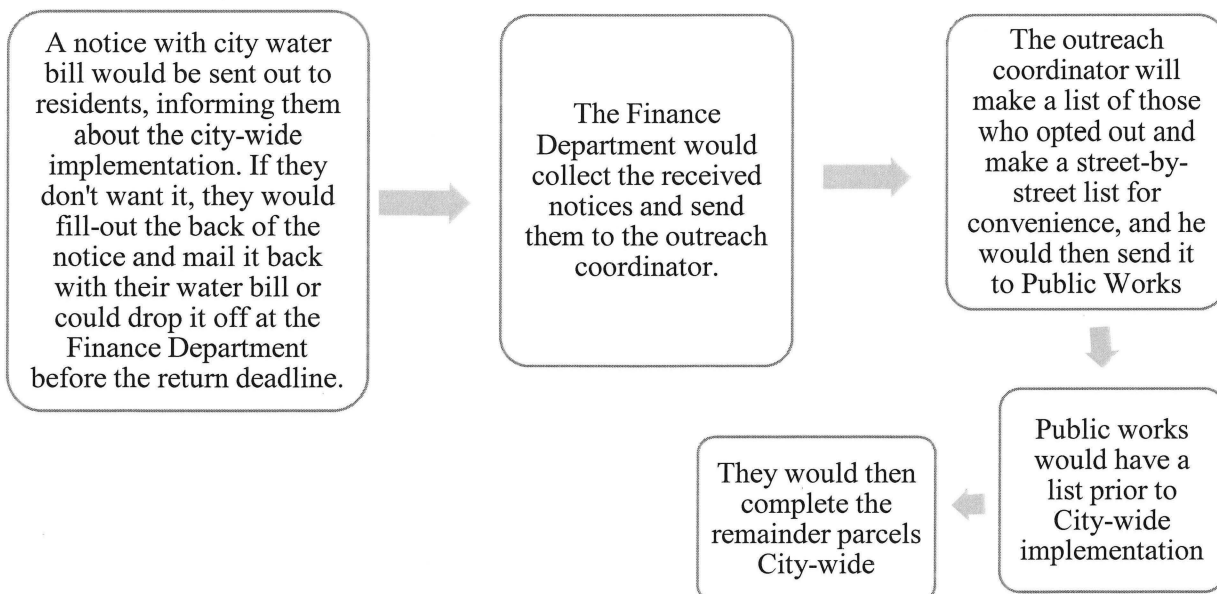
- a. There is no apparent legal prohibition painting the curbs of all the parcels within the City of Madera. However, it is possible that unhappy residents might challenge such a program upon implementation, which would result in the expenditure of resources for legal defense.

IV. Public relations campaign

- a. A short video-clip would be made to convey the City's intent to do curb painting throughout the entire City. However, the message of the video would highlight the program's purpose to show support for law enforcement and first-responders, combined with the idea that this is a collective effort of Maderans to come together around a common purpose: support first-responders during these difficult times.

V. Before City-wide implementation

- a. Before a City-wide implementation, we would let the public know about it. Residents who do not choose to participate will fill-out a notice we would mail out with the water bill and ask them to return it to us by the return deadline on the notice. This will go out with the water-bill for one specific month and the return deadline will be at the end of that same month. Here is the process:



- b. We would also give residents the option of opting out by filling out a form on the City's Web site. We would advertise that the deadline to fill out the on-line form by the same deadline posted on the notice mailed out with the water bill.
- c. The process would be included in the video-clip to inform the public about options they have to opt-out.

VI. Removal of Emblem Process in the event some residents don't return the notice regardless of reason(s):

- a. Residents who do not want to participate could have the emblem removed. We will institute the following systemic process:
 - i. There will be an on-line, emblem removal form posted on City's Web site. Residents can also call the Neighborhood Revitalization Department to request removal of emblem;
 - ii. Upon receiving the request of removal from residents, the information will be forwarded to Saleh Alhomedi, who will then compile a bi-weekly list and forward it to Public Works;
 - iii. Once Public Works gets the list, it will send a crew to remove it.

RECOMMENDATION

VII. The Board's direction is requested:

- a. Adopt this program;
- b. Continue program in the current form, recognizing it is going to take several years to cover the entire city;
- c. Find alternative forums to bond with first-responders.

REPORT TO THE CITY COUNCIL

MEETING OF February 8, 2017
AGENDA ITEM NUMBER 4B

APPROVED BY:


Executive Director

Subject: Discussion Regarding Community Garden – Councilmember Derek Robinson

Summary: The City Council will be provided with background information on efforts to establish a community garden.

HISTORY/BACKGROUND

Councilmember Derek Robinson has been working to develop a community garden. He has indicated that several non-profits have agreed to provide the labor. The former redevelopment agency constructed a community garden at Fourth and Lake Streets. The City contracts with the Coalition for Community Justice to maintain the facility. According to spokesperson Baldwin Moy additional partnerships are not needed at the present time.

Councilmember Robinson inquired about Agency owned property at Clinton and E Streets. Following discussions with the City Attorney it was determined that the use of Agency-owned property would require the approval of the California Department of Finance. This approval is highly unlikely.

RECOMMENDATION

The Agency Board is being asked for suggestions on privately owned properties that could be used for the project.

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

BOARD MEETING OF: February 8, 2017
AGENDA ITEM NUMBER: 6A

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving an Agreement Between Blair, Church & Flynn, and The Successor Housing Agency to The Former Madera Redevelopment Agency For Engineering Services Related to the Riverwalk Drive Improvement Project

Summary: The Successor Housing Agency will consider a resolution approving an Agreement with Blair, Church & Flynn in an amount not to exceed \$33,452.00

HISTORY/BACKGROUND

The Riverwalk Drive improvement project began long before dissolution. It is now entering the final stage of development. After completion of the work included in this proposal the project will be ready for submittal of the PG&E application, design and installation of the joint trench, gas, electric, telephone and cable TV installation.

SITUATION

Blair, Church & Flynn has submitted a proposal for the re-redesign that took place for the 12 single family lots which replaced the original planned 42 medium high density residential subdivision abandoned after dissolution. This work included rezone, tentative subdivision map, precise plan and conceptual planting plan. This proposal also includes the additional work of design and construction staking services that was not included in previous agreement for fence and sewer line. Work remaining includes topographical survey, final track map and lot grading plan. This action is on the approved ROPS line item 66.

RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution approving the Agreement with Blair, Church & Flynn in an amount not to exceed \$33,452.00.

JET:bw

Attachments:

- Resolution (Agency)
- Agreement
- BF&C Contract Exhibit

RESOLUTION NO. SHA

RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH BLAIR, CHURCH & FLYNN, FOR ENGINEERING SERVICES RELATED TO THE RIVERWALK DRIVE IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

WHEREAS, the Successor Housing Agency to the former Madera Redevelopment Agency (the "Housing Agency") was established in accordance with AB 1484. (the "Dissolution Law"); and

WHEREAS, the Dissolution Law authorizes the Housing Agency to assume the housing functions of the former Madera Redevelopment Agency; and

WHEREAS, the Housing Agency is in need of engineering subdivision re-design services ("Services") for the Riverwalk Drive Improvement Project in the Redevelopment Project Area; and

WHEREAS, Blair, Church & Flynn, ("BC&F") is an organization that is qualified to provide such services; and

WHEREAS, the Agency has prepared an agreement with BC&F for Services ("the Agreement") and such Agreement is on file in the office of the Executive Director of the Agency and referred to for more particulars; and

WHEREAS, the Successor Housing Agency has previously notified the Successor Agency and Oversight Board of the intent to use pre-2011 bond funds for this project, and;

WHEREAS, funds are available for this project and approved in the ROPS 16-17 on line item 66.

NOW, THEREFORE, THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby finds, determines, resolves and orders as

follows:

1. The recitals listed above are true and correct.
2. The Agreement with Blair, Church & Flynn for Engineering Services related to the Riverwalk Drive Improvement Project, a copy of which is on file in the office of the Executive Director and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the Agency.
4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera as the Successor Housing Agency to the former Madera Redevelopment Agency of the City of Madera this 8th day of February 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrew Medellin, Mayor

ATTEST:

Claudia Mendoza, Secretary

Approved as to Legal Form:

Brent Richardson, General Counsel

**AGREEMENT BETWEEN BLAIR, CHURCH &
FLYNN, AND THE SUCCESSOR HOUSING
AGENCY TO THE FORMER MADERA
REDEVELOPMENT AGENCY FOR
ENGINEERING SERVICES RELATED TO
THE RIVERWALK DRIVE IMPROVEMENT
PROJECT**

This Agreement made and entered into this 8th day of February, 2017, between the Successor Housing Agency to the Former Madera Redevelopment Agency, hereinafter called “Agency,” and Blair, Church & Flynn, 451 Clovis Ave, Suite 200, Clovis Ca 93612, hereinafter called “BC&F.”

RECITALS

- a. In an effort to improve the safety, function and aesthetic quality of the Redevelopment Project Area for future development, the Agency has requested a proposal for engineering services for the Riverwalk Drive Improvement Project (the “Project”).
- b. Agency requires engineering services of a qualified specialist for subdivision re-design services.
- c. Agency has determined that BC&F is a firm having the necessary experience and qualifications to provide subdivision re-design services for such project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the Agency and BC&F as follows:

1.0 Services. The Agency hereby employs BC&F to perform the subdivision re-design services herein set forth at the compensation and upon the terms and conditions herein expressed, and BC&F hereby agrees to perform such services for said compensation, and upon said terms

and conditions. Said services to be performed pursuant to this Agreement are more particularly described in Section 2.0.

2.0 Obligations, Duties and Responsibilities of BC&F. It shall be the duty, obligation and responsibility of BC&F, in a skilled and professional manner, to perform, furnish and supply to the Agency the engineering subdivision re-design services ("Services") required pertaining to the Riverwalk Drive Improvement "Scope of Services", on Task I thru V of the proposal, dated January 30, 2017, from BC&F to Agency, attached hereto as "Exhibit A" and incorporated herein as though fully set forth. This Agreement shall prevail should there be any discrepancies between "Exhibit A" and this Agreement.

2.1 Progress Reports. BC&F shall communicate and meet with Agency staff at Project progress meetings at intervals mutually agreed to between Agency and BC&F to verify, refine and complete Project requirements, and review the progress of the Project. BC&F shall meet with Agency staff at the request of the Agency.

2.2 Use of Project Plans and Reports. All plans, specifications and reports prepared by BC&F, whether written or oral, and all opinions rendered by BC&F, are for the sole use of Agency. They are not to be provided to any other person or entity without the express written consent and authorization of Agency.

2.3 Confidentiality. Documents, plans, disclosures and other information of any nature and description, which Agency supplies or makes available to BC&F or which BC&F discovers or develops in performance of the Services under this Agreement, shall be deemed confidential. BC&F shall not disclose same without Agency's written authorization, except to the extent that information is in the public domain, or is required by law or under BC&F's professional obligations to be disclosed.

3.0 BC&F's Fees and Compensation: Amount: How and When Payable.

3.1 Fees - For all the work and services, including supplies and equipment, pertaining to the Project and required to be furnished by BC&F to the Agency, Agency agrees to pay to BC&F, and BC&F 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 \$33,452.00. It is understood and agreed to by both parties that all expenses incidental to BC&F's performance of services pursuant to this agreement will be actual cost reimbursement, and are included in the basic fee.

3.2 Monthly Progress Billings - BC&F shall furnish Agency with itemized monthly progress billings for all services rendered and supplies furnished under Paragraph 2 hereof pertaining to services on a lump sum fee basis as the work is completed. Such payments shall be due and payable by Agency to BC&F within thirty (30) days after presentation of approved invoices to Agency.

4.0 Audits and Inspections Access. BC&F shall, upon reasonable notice and at any time during regular business hours, and as often as Agency may deem necessary, make available to Agency or its authorized representative for examination, all of BC&F's records and data with respect to matters covered by this Agreement. BC&F shall permit Agency to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters pertaining to this Agreement.

5.0 Time of Completion. Agency and BC&F agree that time is of the essence in each and every term of this Agreement, and that the Project will be completed within a reasonably expeditious time period, but in no event to exceed 365 days from the date of this Agreement.

6.0 Compliance With Laws. BC&F shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of BC&F's services.

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

7.0 Ownership of Documents.

A. All documents, including calculations, required in performing services under this Agreement shall be submitted to, and remain the sole property of, Agency.

B. Reuse of documents by Agency for any purpose other than as intended under this Agreement, shall be at Agency's sole risk. Agency shall indemnify BC&F for any damages incurred by BC&F as a result of such reuse, including use of incomplete documents.

8.0 Liability Insurance. During the term of this Agreement, BC&F shall pay for and maintain insurance as listed below:

A. Errors and Omissions Insurance of not less than \$250,000.00 limit of liability with a 30-day written Notice of Cancellation in favor of the Agency;

B. Comprehensive General Liability Insurance of not less than \$1,000,000.00 limit of liability with a 30-day written Notice of Cancellation in favor of the Agency.

C. Worker's Compensation Insurance with a 10-day written Notice of Cancellation in favor of the Agency.

8.1 Insurance Certificate. BC&F will provide current certification of said insurance to the Agency concurrent with execution of this Agreement. BC&F agrees to provide Agency with any and all updates of said insurance certificates upon request of Agency.

8.2 Agency Provided Information. BC&F shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Agency, to the extent that such inaccurate information contributed to the rendering of such incorrect advice, judgment

or decision.

8.3 Indemnification Agency waives any claim against BC&F and BC&F waives any claim against Agency for injury, loss or costs created by delay of the Project and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by BC&F under this Agreement, unless such claim or liability is caused by the contributory negligence or willful misconduct of BC&F in the case of waiver by the Agency, and except in the case such claim or liability is caused by the contributory negligence or willful misconduct of Agency in the case of waiver by the BC&F.

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

Because of its status as an independent contractor, BC&F shall have absolutely no right to employment rights and benefits available to Agency employees. BC&F shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, BC&F shall be solely responsible, and shall hold Agency harmless from all

matters relating to payment of BC&F's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, BC&F may be providing services to others unrelated to Agency or to this Agreement.

10.0 Hold Harmless. BC&F shall hold harmless Agency, its Board, officers, volunteers, and employees, and shall indemnify and defend such Boards, officers, volunteers, and employees, from any and all costs, expenses (including reasonable attorney's fees and court costs), damages, claims, causes of action, losses or any other liabilities arising out of the negligent or wrongful acts, errors or omissions of BC&F, its officers, subconsultants, agents, employees or contractors in performing or failing to perform any work, services, or functions under this Agreement.

11.0 Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the non-prevailing party agrees to pay reasonable attorney's fees to the prevailing party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County, California, or as appropriate, in the U.S. District Court for the Eastern District of California, located in Fresno County California.

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

13.0 Amendments. Any changes to this Agreement requested by either Agency or BC&F may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended, or any

rights of a party to it waived, except by such a writing.

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

Notice of termination shall be mailed to the Agency:

Successor Housing Agency to the Former Madera
Redevelopment Agency
c/o Jim Taubert, Executive Director
428 East Yosemite Avenue
Madera, CA 93638

To the Consultant:
Blair, Church & Flynn
c/o Jeff Brians, Principal
451 Clovis Ave, Suite 200, Clovis CA 93612

In the event of such termination, BC&F 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 BC&F will be subject to negotiation.

15.0 Assignment. Neither the Agency nor BC&F will assign its interest in this Agreement without the written consent of the other.

16.0 Notices. All notices and communications from the Agency shall be to BC&F 's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 14.0 hereof.

17.0 Complete Agreement of Parties. This Agreement, including "Exhibit A"

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

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

19.0 Sole Agreement. This instrument constitutes the sole and only agreement between BC&F and Agency respecting engineering services, and correctly sets forth the obligations of BC&F and Agency to each other as of its date. Any Agreements or representations respecting the Project, not expressly set forth in this instrument are null and void.

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

* * * * *

SUCCESSOR HOUSING AGENCY to the former
Madera Redevelopment Agency

BLAIR, CHURCH & FLYNN

By: _____
Andrew Medellin, Mayor

By: _____
Jeff Brians, Principal

APPROVED AS TO FORM:

ATTEST:

By: _____
Brent Richardson, General Counsel

By: _____
Claudia Mendoza, Recording Secretary

Bob Wilson
Madera Redevelopment Agency
5 East Yosemite Avenue
Madera, CA 93638

January 30, 2017
File No. 208-0541 PH EW7

Subject: **Professional Services Proposal
Subdivision Re-design and Central and "B" Street Redevelopment
Area extra work (Revised)**

Dear Bob:

Blair, Church & Flynn is pleased to present this engineering services proposal for subdivision re-design and Central and B Street Redevelopment Area extra work services.

Project Understanding

The Central and "B" Street subdivision was designated to have 42 medium high density residential lots but due to issues with securing the required properties, the subdivision is required to be re-designed to consist of only 12 single family lots. In addition, the City of Madera's entitlement process requires the new subdivision be subject to a rezone, tentative subdivision map, precise plan, conceptual planting plan and environmental determination. I have prepared this proposal for the subdivision re-design/extra work, additional entitlements that are required and remaining tasks that have not been completed for the subdivision project. From our discussions, we will close off the original subdivision contract, dated December 10, 2009, and carry over the remaining fees available from the previous contract to this proposal.

This proposal also includes extra work that was performed for the Central and B Street Redevelopment Area project, which additional topographic survey, design and staking services were provided beyond the original contract.

Also, this proposal is prepared based on the assumption that the remaining work for the subdivision can be started immediately and designed in parallel and that there are no more issues that may require additional changes to the subdivision project.

Scope of Services

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

- I. Precise Plan (Extra work related previously completed and related to the preparation of 12 lot subdivision which is not included in any previous contracts):
 - A. Coordinate and meet with City (work previously completed)
 - B. Prepare conceptual landscaping plan for the subdivision and include them in the Precise Plan package (work previously completed and in the City for review)

- C. Prepare landscaping plan showing existing planting adjacent to the subdivision and include them in the Precise Plan package (work previously completed and in the City for review)
 - D. Prepare Precise Plan package and submit the package into the City for review (work previously completed and in the City for review)
 - E. Address the City's Precise Plan review comments and resubmit the final Precise Plan package into the City for approval (work not yet completed)
 - F. Assist the City with Environmental Assessment application (work previously completed and in the City for review)
- II. Topographic Survey and Sanitary Sewer (work previously completed for the Central Ave. and B Street Redevelopment Area project and is outside of the December 15, 2008 contract)
- A. Perform topographic survey of the sanitary sewer cleanouts, pipe sizes, flowlines and manholes
 - B. Revise topographic map to incorporate the surveyed data of the sanitary sanitary sewer cleanouts, pipe sizes, flowlines and manholes
 - C. Provide (1) meeting at the City of Madera to discuss sanitary sewer alignment
 - D. Prepare Sanitary Sewer Diagram that includes alignment, pipe size, flowline and manhole location
 - E. Review contractor Change Order costs if required by the City of Madera
- III. Tubular Steel Fence Design (work previously completed for the Central Ave. and B Street Redevelopment Area project and is outside of the December 15, 2008 contract)
- A. Provide (2) meetings at the City of Madera to discuss fence design
 - B. Design approximately 1,200 lineal feet of tubular steel fence with thickened mowstrip
 - C. Design fence opening and (2) street access points to the river bank
 - D. Coordinate with the City and fence contractor
 - E. Review contractor Change Order costs if required by the City of Madera
- IV. Tubular Steel Fence Staking (work previously completed for the Central Ave. and B Street Redevelopment Area project and is outside of the January 21, 20016 contract)
- A. Stake approximately 1,200 lineal feet of thickened mowstrip to include the following at five-feet offset:
 - Angle Points
 - Beginning Curve
 - End Curve
 - Stakes at every 50'
 - Stakes where top of concrete mowstrip curb steps
 - Top of rolled curb at (2) river access points

- Heavy duty concrete end points at 10' fence openings
 - Standard concrete sidewalk pad at storm drain structure (near STA 18+00)
 - Four bollards
- V. Subdivision (remaining amount carried over from the Central and B Street Subdivision contract and has yet been completed, dated December 10, 2009)
- A. Please refer to the Central and B Street Subdivision contract, dated December 10, 2009, for scope of work

Services Outside of Scope

Services not included under our scope of work, but that may be provided upon request, include the following:

1. Attendance at public meetings other than those described above
2. Record of Survey
3. Preparation of easement and dedication documents
4. Environmental studies and investigations
5. Permitting outside of City of Madera
6. Payment of fees
7. Acquisition of title information (PTR)
8. Payment of the permit fee for coverage by the General Construction Permit
9. Filing of the online NOI on the SMARTS website
10. Construction activity inspections as required by the SWRCB.
11. Design of new and relocation of franchise utilities
12. Digital certification of the NOI, SWPPP Amendments, Annual Report and NOT on the SMARTS website (must be completed by the Legally Responsible Person or Approved Signatory
13. Review of inspection reports and filing of annual certifications as required by the SWRCB
14. Filing of the online Notice of Termination (NOT) on the SMARTS website
15. Preparation of Indirect Source Review (ISR) documents and submittals into San Joaquin Valley Air Pollution Control District

- 16. Preparation of Opinion of Probable Cost
- 17. Preparation of off-site improvements
- 18. Design of fire protection, sanitary sewer and water services

Professional Services Extra Work Fee

Blair, Church & Flynn will provide the engineering services described in the above Scope of Services on a **lump sum basis** as detailed below.


| | |
|---|-----------------|
| I. Precise Plan | \$6,500 |
| II. Topographic Survey and Sanitary Sewer Diagram | \$6,700 |
| III. Tubular Steel Fence Design | \$6,300 |
| IV. Tubular Steel Fence Staking | \$6,500 |
| V. Subdivision | \$7,452 |
| TOTAL PROFESSIONAL EXTRA WORK SERVICES FEE | \$33,452 |

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

Please don't hesitate to contact me at (559) 326-1400 if you have any questions.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS


Frank Sen, PE
Project Manager

Attachment

January 1, 2017

GENERAL CONSULTING FEE SCHEDULE
PREVAILING WAGE PROJECTS

| <u>CLASSIFICATION</u> | <u>RATE</u> |
|---|--------------------|
| Principal..... | \$165.00/Hour |
| Program Manager..... | \$160.00/Hour |
| Professional Engineer 3..... | \$155.00/Hour |
| Professional Engineer 2..... | \$145.00/Hour |
| Professional Engineer 1..... | \$135.00/Hour |
| Assistant Engineer 3..... | \$110.00/Hour |
| Assistant Engineer 2..... | \$105.00/Hour |
| Assistant Engineer 1..... | \$97.00/Hour |
| Professional Land Surveyor 2..... | \$140.00/Hour |
| Professional Land Surveyor 1..... | \$125.00/Hour |
| Assistant Land Surveyor..... | \$105.00/Hour |
| Land Services Technician..... | \$95.00/Hour |
| Professional Landscape Architect..... | \$115.00/Hour |
| Landscape Designer..... | \$90.00/Hour |
| Design Technician..... | \$100.00/Hour |
| CAD Technician 3..... | \$95.00/Hour |
| CAD Technician 2..... | \$84.00/Hour |
| CAD Technician 1..... | \$68.00/Hour |
| Senior Environmental Consultant..... | \$150.00/Hour |
| Environmental Consultant..... | \$120.00/Hour |
| Environmental Assistant 2..... | \$105.00/Hour |
| Environmental Assistant 1..... | \$95.00/Hour |
| Environmental, Health & Safety Officer..... | \$90.00/Hour |
| Construction Manager..... | \$120.00/Hour |
| Construction Inspector..... | 100.00/Hour |
| Construction Administrator..... | \$85.00/Hour |
| Staff Analyst..... | \$90.00/Hour |
| Administrative Assistant..... | \$65.00/Hour |
| Engineering Aide..... | \$55.00/Hour |
| Survey Party Mobilization..... | \$80.00/Hour |
| 1-Man Survey Party..... | \$150.00/Hour |
| 2-Man Survey Party..... | \$250.00/Hour |
| 3-Man Survey Party..... | \$350.00/Hour |
| LiDAR Scanner..... | \$200.00/Hour |
| Equipment Rental and Associated Expense..... | Cost x 1.10 |
| Materials, Printing, Subconsultant Procurement..... | Cost x 1.10 |
| Mileage..... | @ Current IRS Rate |