

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 13, 2016
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER

Mayor /Housing Authority Commissioner Robert Poythress opened the Special Meeting of the City Council, Regular Session portion of the Regular Meeting of the Housing Authority of the City of Madera and 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 6:00 p.m. and called for the roll call.

ROLL CALL

Present: Mayor/Commissioner Robert L. Poythress
Mayor Pro-Tem /Commissioner Charles F. Rigby
Council Member/Commissioner Andrew J. Medellin
Council Member /Commissioner William Oliver
Council Member/Vice-Chairperson Derek O. Robinson Sr.
Council Member/Chairperson Donald E. Holley

Absent: None

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

City of Madera staff members present: City Administrator David Tooley, Community Development Director Dave Merchen, Public Works Operations Director Dave Randall, Neighborhood Preservation Specialist Steve Montes, Administrative Analyst Jason Rogers, Neighborhood Outreach Coordinator Saleh Alhomedi and Neighborhood Outreach Assistant Christina Herrera

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Poythress

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 Poythress closed the Public Comment portion of the meeting.

Mayor Poythress 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 6:03 p.m.

PRESENTATIONS:

There are no items for this section.

INTRODUCTIONS:

There are no items for this section.

2. WORKSHOP:

There are no items for this section.

Announcement by Secretary:

Per Government Code Section 54957.5, members of the public are advised, that less than 72 Hours prior to this evening's meeting, Items 3A, 3E and 4D were provided to the City Council and staff. If you wish to obtain a copy of this item, it is located on the podium.

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

3. CONSENT CALENDAR

- 3A. 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 – December 9, 2015 (City/Successor Agency/Successor Housing Agency)**
- 3B. Listing of Warrants Issued from December 1, 2015 to December 31, 2015 (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 December 31, 2015 (City)**
- 3G. Update on Neighborhood Outreach Activities (City)**

Mayor Poythress asked members of the Council if there were any items on the Consent Calendar they wished to have pulled for further discussion. There were none.

On motion by Council Member Holley seconded by Council Member Robinson the Consent Calendar was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Rigby, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: None; resulting in the unanimous approval of 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 December 9, 2015.

4. PROJECTS AND REPORTS

- 4A. Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule 16-17 (ROPS) Representing the Period July 1, 2016 through June 30, 2017 (Successor Agency)**

Business Manager Wilson reported this is the first time that the ROPS is an annual budget, of all the prior ROPS have been a six (6) month budgets. This budget asks for \$3.5 million for debt service for the entire year. Our payments are due in September and March of the following year. It is carrying forward \$650,000 from the period we are in to make a debt service payment in September, it is listed on the ROPS under the RPTTF column. Also on the budget, is approximately \$6 million in bond funds to cover our bond projects such as:

- Riverside Villas Storm Drainage – Costs are approximately \$400,000. We expect going out to bid in the next couple of months.
- Riverwalk Street Improvements - Project costs are approximately \$1.3 million. This was awarded at the last meeting.
- Yosemite/Elm Signal - Project costs are a total of \$583,000. We anticipate this project will go out to bid within the next 2-3 months.
- Hunter Property (728 Lilly Street) /Adelaide Subdivision – This includes construction and professional services. Project costs are approximately \$600,000.
- Adell Improvement Project – The remaining amount of this project is \$2.3 million. We do not anticipate that this project will not start until the next fiscal year. Mayor Poythress asked what does this project

entail? Business Manager Wilson responded that the entire project is estimated to cost over \$5.4 million. As of right now we are exploring options to see what the \$2.3 million will cover.

Mayor Poythress called for additional questions or comments.

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

SA 16-01 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 2016-2017 FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017

*On motion by Council Member Holley, seconded by Council Member Robinson, **Resolution Number SA 16-01** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Rigby, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: None.*

4B. Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period July 1, 2016 through June 30, 2017 (Successor Agency)

Business Manager Wilson reported this is also another requirement of the dissolution legislation. The administrative budget shows that we will be spending \$250,000 administrative costs, salaries and operation.

Mayor Poythress called for additional questions or comments.

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

SA 16-02 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, 2016 THROUGH JUNE 30, 2017

*On motion by Council Member Rigby, seconded by Council Member Robinson, **Resolution Number SA 16-02** was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Rigby, Robinson, Oliver, Medellin and Holley; Noes: None; Abstain: None; Absent: None.*

4C. Update on 2015 National Night Out by Neighborhood Outreach Program (City)

Neighborhood Outreach Coordinator Alhomedi reported that July of last year, his predecessor Jose Evangelista left our department. This left Outreach Assistant Herrera on her own to organize and plan the 2015 National Night Out. She was by herself in our department doing all the work by coordinating with City Council, law enforcement and other community members. She was able to successfully pull it off by herself by using the resources that she had. We are planning on making 2016 National Night Out far more successful and exciting. Mr. Alhomedi introduced Neighborhood Outreach Assistant Herrera. Neighborhood Outreach Assistant Herrera read a letter from National Association Town Watch. It read "On behalf of the National Association of Town Watch, we are pleased to inform you that the City of Madera has been selected as a national award winner for its outstanding participation in the 32nd annual National Night Out. This year's event involved 38.3 million people in 16,728 communities from all 50 states, US territories and military bases. We extend our congratulations for being selected among the nation's best." We are here to accept this plaque for 35th place in our category for 50,000 – 100,000. Our first year we had this event we won "Rookie of the Year". She went on to thank staff from Neighborhood Revitalization, Police Department, Probation Department, Fire Department, Pistoresi Ambulance, Madera Parks and Community Services, sponsors and our neighborhoods.

Neighborhood Outreach Coordinator Alhomedi also stated that by working together in 2016 we can reach number one. He also would like to recognize our director Jim Taubert. Because without his support and encouragement, we would not be able to do this by ourselves.

4D. Update on the Proposal Submitted by Triton Flight for Heroes, Inc. to Conduct an Air Show at the Madera Municipal Airport (City)

And

Consideration of a Resolution Approving a Revocable Use Permit to Triton Flight for Heroes, Inc. to Conduct an Airshow at the Madera Municipal Airport and Authorizing the Mayor to Execute the Permit on Behalf of the City (Report by Dave Randall) (City)

Public Works Director Randall provided an update on this item that was continued from the January 6, 2016 meeting. He stated that after the item was deliberated, there was some questions asked and there was two particular things you asked for. One was a consideration of a proposal to have Triton partner with another non-profit organization. Additionally, we were trying to get more definition in terms of the County's participation. We have met with them and they have been working on it. The last thing we know is that they have committed to four (4) sheriff officers which reduces our need for contribution by about \$8,000.00. They have some other things that they are working on, but have not formalized that. Those are the two remaining issues. We understand that there are some concerns. One thing you may want to consider is timing. We all understand that there is not much time. One way if you don't feel completely satisfied, we can take the agreement and we can strike the section that lists the City's services. By doing that we can give them the approval so they have some certainty that they can hold the event and come back and fill in the City's portion. We are concerned that we don't want the event not happen appropriately because we don't give them enough time. He is glad to answer any questions and Mr. Conway is here to address any questions as well.

Council Member Holley stated that he received a call today from the County and Mr. Jeffers will provide an update as to what the County will do.

Robert Jeffers, Chief of Staff for Supervisor Farinelli for Madera County responded that the update they have so far is that they have a commitment from the Sheriff's Department for four (4) deputies. But as well as our Public Works Department while nothing has been formalized, has a commitment for equipment such as barricades and the tools necessary to move them around. And the potential for personnel, although that has not been finalized yet. We are committed to any road closures that are on the county side of the line, we can work through that. A lot of it is just at this point putting the same people in the same room to get the agreements on paper. That's where we stand, he will be glad to answer any questions.

Mayor Poythress stated that he believed that it does give an option, like Mr. Randall mentioned, to at a minimum to approve the permit. This allows that portion to move forward, he appreciated that being put together.

Council Member Oliver stated that last time we had a lot of dialogue and Mr. Conway was going to speak to Triton board of directors. He asked Mr. Conway to please elaborate for the audience.

Mr. Conway with Triton responded that like he mentioned at the last meeting when it was posed that we give up 25% of our gate to a non-profit organization, we had already considered and we were going to have veteran's groups, Lions Club, Rotary Club and those types of organizations come in to our airshow and provide a service which would be the temporary liquor license. They would pour the wine, they would pour the beer and make a considerable amount of money for their time and effort. At that particular time he was told that it was assumed, that we would allow those folks to do that. He considered that an honor for those groups to be able to be invited and make that type of money because it is going to be a considerable amount of money. So what he was posed with was the question of: Will we be able just to give away 25% of our gate? He did not know that answer, so he checked with the board. The board's response is that no, the IRS will not allow for us to do that. So we will be working with veteran's groups, Lions Club, Rotary Club and they will make some money. But they will be providing a service to the show.

Council Member Oliver stated that he does not think it has been said enough, we understand all the work Mr. Conway has put into this and appreciated his follow up and providing Council information. As he mentioned at the last meeting, this is part of the due diligence. And as he shared with you, if it was a for-profit or a non-profit toward aviation promotion that would be one thing. But because it is a veteran's benefit organization providing services, he believes it would require a level of inquiry and questions as we do with CDBG applicants. It might not be his interpretation of a 501(c)(3) capabilities, but that would be your attorney's counsel. He would support issuing the permit. He appreciates and is encouraged by the County's interest and partnering on this event. This is the first of its kind with a non-profit setup. He knows that your intent is to see that this is a success in the future. What he suggests for this first year, and would like to measure against it later this year as we prepare for year two, as perhaps to meet in the middle at around \$22,000, not to exceed. Obviously if the County helps share the costs with \$8,000, that would be \$36,000 total. So the remaining amount will be \$14,000. He feels more comfortable moving forward with \$22,000, not to exceed as far as in kind contributions from the City. He is not sure if his colleagues have any other suggestions.

Mr. Joe Conway asked has anyone done any research on what the economic impact to the City is going to be to have this event your back yard?

Mayor Poythress responded by asking if Mr. Conway was referring to the projections that the Tourism Bureau put together?

Mr. Conway stated that is one option, but has anybody actually taken a look at what the previous airshows has done here. How many hotels were full, all the fuel that was poured, and the benefits to the community?

Mayor Poythress stated that he would just address what the Tourism Bureau put together. Their assumption is that every hotel in the general area would be at 100% occupancy. You have all this economic benefit, taxes and so forth. But they didn't consider that those hotel rooms are already filled to certain capacity already. Whether it is 65% to 75% occupancy. So really it would be the difference between the 70% and the 100% which would be economic benefit brought forward. So that study is flawed.

Mr. Conway said we are trying to do a seriously positive economic impact here to the community with a very safe and well run event. We need support to make that happen.

Mayor Poythress responded that he thinks that Council Member Oliver came up with a sound solution or compromise as far as this first year goes. We can move forward with approving the permit and then we can come back.

City Attorney Richardson responded that Public Works Director Randall had suggested striking out the contribution provision, coming back, amending and put that in at such time as that is ironed out. At least they will have the permit to move forward.

Mr. Conway asked is the \$14,000 difference is that something you are looking to work a deal with the County to provide that and you are only doing that or do you want us to provide that additional \$14,000 and in what capacity or services.

Mayor Poythress responded that the services are outlined in the staff report. We are looking at roughly \$44,000, we provide \$22,000 and the balance would be from the County or yourself as far as reimbursing for these services.

Council Member Oliver stated that he was looking at \$22,000 not to exceed to reimburse for in kind services. Obviously you have budgeted a litany of expenses. He would imagine whatever does not fall within that might be captured in some of your promotional finances.

Mr. Conway asked is the County in the position to be able to step up to the plate to that degree?

Council Member Oliver stated that he is not suggesting the County step up today and say verbally that they will foot the rest of the bill. He does appreciate that the County wants to be a partner and wanting to kick in some of these monies. At the end of the day, he thinks we have the discretion whether it is 50%, 100% or not moving forward at all. He would feel more comfortable in this first year saying the City will commit 50% of those costs, which is \$22,000.

Mr. Conway asked, so regardless what your agreements are with the City, you need for us to come up with \$14,000 cash to pay to you for the right to come in and have this wonderful event for this City.

Council Member Oliver responded correct.

Mayor Pro Tem Rigby stated that he senses frustration, he understands and thinks that Triton Flight for Heroes has done a wonderful job at preparing what is going to be, he hopes a great and wonderful event. But you have to understand is that \$40,000 is a lot of money. There are a lot of homeless veterans on the street right now. There are a lot of programs that he would love to see us be able to hand \$40,000 to right here in our own city. Several times you have reiterated that Triton Flight for Heroes would serve as many as they could in the valley, but essentially your vision was to serve veterans all over the United States. And you couldn't guarantee that those would be Madera residents or Central Valley veterans. He thinks that these are all imaginary numbers essentially. He hopes you are right, that it everything you say it is. But we don't know that, these are predictions and hopeful numbers. We can't invest on hope right now.

Mr. Conway responded that we had that many people attending the 2009 and 2010 shows. These are not fantasy numbers that were plucked out of the air.

Council Member Rigby stated the last time the City made the agreement, it was for \$11,000.

Mr. Conway stated that we were approached to come to town and do a show. So yes this is frustrating.

Council Member Medellin asked who approached him. Mr. Conway responded that he will keep this information confidential.

Council Member Medellin stated that this is a great compromise. Like he mentioned the last time you were here, we have to do our due diligence. This is the tax payer's dollar. He thinks the offer that Council Member Oliver has suggested is a great compromise. We should all put some skin in the game, we will all have some benefit one way or another. He thinks it is very difficult to say down to the dollar on what that economic impact is going to be. But to say this evening that we will obligate to half of the expenses, in kind or otherwise, is a great compromise and he can certainly support that. We are trying to do what we can today, under the microscope and time constraints. This really could have been easily pushed off to next year to make sure we get everything done properly. He can certainly support that offer and thinks it is a great idea. He supports offering \$22,000 to try and get this airshow off the ground.

Mr. Conway stated that this is going to take more time because he will have to take this information to his board to see if they approve of these modifications.

Mr. Conway asked if there is a way, if we provide services to non-profit organizations within the airshow, they make a lot of money, we spike the economy, we do things that we are supposed to, can there be an agreement in place that we step up the support next year from the City because we are growing and we are doing great things for the City. Can we have some sort of agreement that if we do everything we are supposed to do and we do it really well and we can see the economic spike and the positive to the community? Are you guys willing to make an agreement to step up with more support as we go along and become more successful?

Mayor Poythress responded that he thinks it is a year to year thing and does not think we are in any position to make any kind of agreement right now.

Mayor Poythress called for additional questions or comments.

Mayor Poythress called for a motion to adopt the City Council resolution.

CC 16-05 RESOLUTION APPROVING A REVOCABLE USE PERMIT TO TRITON FLIGHT FOR HEROES, INC. TO CONDUCT AN AIRSHOW AT THE MADERA MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

*On motion by Council Member Oliver, he approved the City Council resolution with the modification that the City will waive the in kind costs up to \$22,000 under item 3 City Services and accordingly make the same changes to the revocable permit language. Seconded by Council Member Rigby, **Resolution Number CC 16-05** was approved as presented by the following 5/1 vote: Ayes: Council Members Poythress, Rigby, Robinson, Oliver and Medellin; Noes: Council Member Holley; Abstain: None; Absent: None.*

5. AGREEMENTS

There are no items for this section.

6. HOUSING

There are no items for this section.

7. GENERAL

There are no items for this section.

8. AGENCY MEMBER REPORTS

Council Member Robinson had nothing to report.

Mayor Pro Tem Rigby had nothing to report.

Council Member Holley wanted to make sure that everyone is aware of Martin Luther King function this Sunday at 2:30 p.m. We have six (6) students from elementary to high school that will be speaking about how Dr. Martin Luther King impacted their lives. Our speaker will be Superintendent Mr. Ed Gonzales.

Council Member Holley also asked other Council Members to become a Big Brother or Sister. There are kids out here that are struggling. I see that there are a lot of kids that have no one to talk to. It is really important. If we really care about what we do for our community, step in and take the initiative. The NAACP also has a mentor program. You do not realize how important it is to a kid that needs somebody to talk to. These kids are hurting, and we as leaders can help one of these children by just having a few minutes of their time to find out how we can change them, how we can build them up and give them encouragement. Because it is really important. This is what we are about. It does not cost you any money, but it costs you some time. Think about the life you can change with 40 minutes a week.

Council Member Medellin had nothing to report.

Council Member Oliver had nothing to report

Mayor Poythress had nothing to report.

9. CLOSED SESSION

There are no items for this section.

10. ADJOURNMENT

Mayor Poythress 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 6:39 p.m.

Claudia Mendoza, Recording Secretary

Robert Poythress, Mayor

/cm

**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 10, 2016

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, 2016 to January 31, 2016

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

| | | |
|-------------------|-----------------|-------------|
| General Warrants: | #10680 - #10697 | \$32,931.50 |
|-------------------|-----------------|-------------|

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 10, 2016

| CHECK | PAYDATE | ISSUED TO | DESCRIPTION | AMOUNT |
|--------|-----------|---------------------------------------|---|-----------|
| 010680 | 1/11/2016 | BLAIR, CHURCH & FLYNN CONSULTING ENG. | CENTRAL MADERA RES PROJ 11/2-11/29/15 | 945.00 |
| 010681 | 1/11/2016 | BUSINESS JOURNAL, THE | 1 YEAR SUBSCRIPTION TO EJOURNAL | 69.00 |
| 010682 | 1/11/2016 | CALIFORNIA DEPT OF FISH AND WILDLIFE | APP FEE-NOTIFICATION OF LAKE/STREAMBED | 921.00 |
| 010683 | 1/11/2016 | GOLDEN STATE OVERNIGHT | OVERNIGHT SHIPPING | 6.18 |
| 010684 | 1/11/2016 | MADERA CLEANERS AND LAUNDRY INC. | MAT CLEANING | 9.00 |
| 010685 | 1/11/2016 | MADERA TRIBUNE | 1224 NEBRASKA PUBLIC NOTICE | 133.12 |
| 010686 | 1/11/2016 | NOLAN MCGUIRE CONST. | DRYWALL REPAIR AT 1224 NEBRASKA | 1,285.00 |
| 010687 | 1/11/2016 | NORTHSTAR ENGINEERING GROUP INC | SW INDUSTRIAL PLAN TRAFFIC STUDY | 97.50 |
| 010688 | 1/11/2016 | P G AND E | 12/15 SVS 2000655655-7 | 1,228.66 |
| 010689 | 1/11/2016 | SANDY'S HOUSEKEEPING & JANITORIAL | CUSTODIAL SVS FOR JANUARY 2016 | 425.00 |
| 010690 | 1/11/2016 | SHRED-IT USA-FRESNO | DOCUMENT SHREDDING SVS 11/23/15 | 80.65 |
| 010691 | 1/28/2016 | HARBISON INTERNATIONAL INC. | FINAL REVIEW OF PLANS RIVERSIDE VILLAS | 1,260.00 |
| 010692 | 1/28/2016 | CITY OF MADERA | 5 E YOSEMITE JANUARY 2016 WATER SEWER | 431.82 |
| 010693 | 1/28/2016 | CITY OF MADERA | PARKING ASSESSMENT & BUSINESS IMPR DIST | 147.82 |
| 010694 | 1/28/2016 | MADERA UNIFIED SCHOOL DIST. | CONSTRUCTION LOAN DRAW #4 | 20,000.00 |
| 010695 | 1/28/2016 | MOLD SOLUTIONS, INC | ASBESTOS ABATEMENT - 728 LILLY | 4,975.00 |
| 010696 | 1/28/2016 | VERIZON WIRELESS | DECEMBER 2015 CELLPHONE USAGE | 115.20 |
| 010697 | 1/28/2016 | WILSON, BOB | MILEAGE REIMBURSEMENT JUL-DEC 2015 | 801.55 |

BANK #1 - Union Bank Main Acct. Total

32,931.50

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF FEBRUARY 10, 2016

SUCCESSOR AGENCY ITEM NUMBER 3C/3D

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.

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 01/31/2016

| Account | Description | Period Actuals | YTD Actuals | YTD Budget | Variance | % Of Budget |
|---|---|----------------|-------------|------------|-------------|-------------|
| Fund 40200: Low/Mod Hsg TI Housing Asset | | | | | | |
| Account: Revenue | | | | | | |
| 2001-8163 | Interest Income - Loans | 827.57- | 827.57- | 0.00 | 827.57 | 0.00 |
| 2001-8190 | Rental Income | 21,350.00- | 21,350.00- | 0.00 | 21,350.00 | 0.00 |
| 2001-8434 | Grants | 7,679.92- | 7,679.92- | 0.00 | 7,679.92 | 0.00 |
| 2001-8671 | Sale of Real Estate | 319,000.00- | 319,000.00- | 0.00 | 319,000.00 | 0.00 |
| | NET Account: Revenue: | 348,857.49- | 348,857.49- | 0.00 | 348,857.49 | 0.00 |
| Account: Expense | | | | | | |
| 2001-1010 | Salaries - Full-time | 15,080.52 | 15,080.52 | 0.00 | 15,080.52- | 0.00 |
| 2001-1020 | Salaries - Part-time | 982.61 | 982.61 | 0.00 | 982.61- | 0.00 |
| 2001-1040 | Salaries - Leave Payout | 2,429.31- | 2,429.31- | 0.00 | 2,429.31 | 0.00 |
| 2001-2000 | Public Employees Retirement System | 3,282.77 | 3,282.77 | 0.00 | 3,282.77- | 0.00 |
| 2001-2002 | Long Term Disability Insurance | 39.97 | 39.97 | 0.00 | 39.97- | 0.00 |
| 2001-2003 | Life Insurance Premiums | 9.50 | 9.50 | 0.00 | 9.50- | 0.00 |
| 2001-2004 | Worker's Compensation Insurance | 1,277.93 | 1,277.93 | 0.00 | 1,277.93- | 0.00 |
| 2001-2005 | Medicare Tax - Employer's Share | 211.20 | 211.20 | 0.00 | 211.20- | 0.00 |
| 2001-2007 | Deferred Compensation - Part-time | 36.85 | 36.85 | 0.00 | 36.85- | 0.00 |
| 2001-2008 | Deferred Compensation - Full-time | 1,471.58 | 1,471.58 | 0.00 | 1,471.58- | 0.00 |
| 2001-2009 | Unemployment Insurance Premiums | 56.12 | 56.12 | 0.00 | 56.12- | 0.00 |
| 2001-2010 | Section 125 Benefit Allow. | 1,762.82 | 1,762.82 | 0.00 | 1,762.82- | 0.00 |
| 2001-3001 | Gas and Electric Utilities | 2,975.83 | 2,975.83 | 0.00 | 2,975.83- | 0.00 |
| 2001-3002 | Telephone and Fax Charges | 189.85 | 189.85 | 0.00 | 189.85- | 0.00 |
| 2001-3011 | Advertising - Bids and Legal Notice | 528.32 | 528.32 | 0.00 | 528.32- | 0.00 |
| 2001-3018 | Postage / Other Mailing Charges | 24.72 | 24.72 | 0.00 | 24.72- | 0.00 |
| 2001-3040 | Contracted Services | 2,412.51 | 2,412.51 | 0.00 | 2,412.51- | 0.00 |
| 2001-3115 | Taxes and Assessments | 1,955.34 | 1,955.34 | 0.00 | 1,955.34- | 0.00 |
| 2001-3135 | Rental Property Maintenance | 1,444.00 | 1,444.00 | 0.00 | 1,444.00- | 0.00 |
| 2002-3069 | Disposal Costs | 4,600.90 | 4,600.90 | 0.00 | 4,600.90- | 0.00 |
| 2002-3802 | Acquisition / Demolition | 263,115.62 | 263,115.62 | 0.00 | 263,115.62- | 0.00 |
| | NET Account: Expense: | 299,029.65 | 299,029.65 | 0.00 | 299,029.65- | 0.00 |
| | TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset: | 49,827.84- | 49,827.84- | 0.00 | 49,827.84 | 0.00 |

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 01/31/2016

| Account | Description | Period Actuals | YTD Actuals | YTD Budget | Variance | % Of Budget |
|---|---|----------------|--------------|------------|---------------|-------------|
| Fund 40300: Non Housing Tax Incr - RPTTF | | | | | | |
| Account: Expense | | | | | | |
| 3001-3135 | Lease Property Maintenance | 1,724.13 | 1,724.13 | 0.00 | 1,724.13- | 0.00 |
| 3001-7000 | Operating Transfer to Other Funds | 2,371,196.90 | 2,371,196.90 | 0.00 | 2,371,196.90- | 0.00 |
| | NET Account: Expense: | 2,372,921.03 | 2,372,921.03 | 0.00 | 2,372,921.03- | 0.00 |
| | TOTAL Fund 40300: Non Housing Tax Incr - RPTTF: | 2,372,921.03 | 2,372,921.03 | 0.00 | 2,372,921.03- | 0.00 |

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 01/31/2016

| Account | Description | Period Actuals | YTD Actuals | YTD Budget | Variance | % Of Budget |
|--|--|----------------|-------------|------------|-------------|-------------|
| Fund 57500: Administrative Allowance Fund | | | | | | |
| Account: Expense | | | | | | |
| 3501-1010 | Salaries - Full-time | 84,538.32 | 84,538.32 | 0.00 | 84,538.32- | 0.00 |
| 3501-1020 | Salaries - Part-Time | 5,679.57 | 5,679.57 | 0.00 | 5,679.57- | 0.00 |
| 3501-1040 | Salaries - Leave Payout | 5,575.08 | 5,575.08 | 0.00 | 5,575.08- | 0.00 |
| 3501-2000 | Public Employees Retirement System | 18,394.15 | 18,394.15 | 0.00 | 18,394.15- | 0.00 |
| 3501-2002 | Long Term Disability Insurance | 216.33 | 216.33 | 0.00 | 216.33- | 0.00 |
| 3501-2003 | Life Insurance Premiums | 51.26 | 51.26 | 0.00 | 51.26- | 0.00 |
| 3501-2004 | Worker's Compensation Insurance | 7,165.96 | 7,165.96 | 0.00 | 7,165.96- | 0.00 |
| 3501-2005 | Medicare Tax - Employer's Share | 1,462.01 | 1,462.01 | 0.00 | 1,462.01- | 0.00 |
| 3501-2007 | Deferred Compensation - Part-Time | 212.99 | 212.99 | 0.00 | 212.99- | 0.00 |
| 3501-2008 | Deferred Compensation - Full-time | 8,032.57 | 8,032.57 | 0.00 | 8,032.57- | 0.00 |
| 3501-2009 | Unemployment Insurance Premiums | 317.79 | 317.79 | 0.00 | 317.79- | 0.00 |
| 3501-2010 | Section 125 Benefit Allow. | 9,532.35 | 9,532.35 | 0.00 | 9,532.35- | 0.00 |
| 3501-3001 | Gas and Electric Utilities | 11,570.65 | 11,570.65 | 0.00 | 11,570.65- | 0.00 |
| 3501-3002 | Telephone and Fax Charges | 1,026.40 | 1,026.40 | 0.00 | 1,026.40- | 0.00 |
| 3501-3003 | Cellular Phone and Pager Charges | 697.52 | 697.52 | 0.00 | 697.52- | 0.00 |
| 3501-3015 | Publications and Subscriptions | 69.00 | 69.00 | 0.00 | 69.00- | 0.00 |
| 3501-3020 | Mileage Reimbursement | 936.56 | 936.56 | 0.00 | 936.56- | 0.00 |
| 3501-3040 | Contracted Services | 11,068.01 | 11,068.01 | 0.00 | 11,068.01- | 0.00 |
| 3501-3115 | Taxes and Assessments | 341.07 | 341.07 | 0.00 | 341.07- | 0.00 |
| 3501-3130 | Building Supplies, Keys and Repairs | 482.56 | 482.56 | 0.00 | 482.56- | 0.00 |
| 3501-3300 | Conference/Training/Education | 468.50 | 468.50 | 0.00 | 468.50- | 0.00 |
| | NET Account: Expense: | 167,838.65 | 167,838.65 | 0.00 | 167,838.65- | 0.00 |
| | TOTAL Fund 57500: Administrative Allowance Fund: | 167,838.65 | 167,838.65 | 0.00 | 167,838.65- | 0.00 |

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 01/31/2016

| Account | Description | Period Actuals | YTD Actuals | YTD Budget | Variance | % Of Budget |
|--|--|----------------|-------------|------------|-------------|-------------|
| Fund 60500: Non Housing Bond Proceeds | | | | | | |
| Account: Revenue | | | | | | |
| 5001-8201 | Services for Other Agencies | 600.00- | 600.00- | 0.00 | 600.00 | 0.00 |
| | NET Account: Revenue: | 600.00- | 600.00- | 0.00 | 600.00 | 0.00 |
| Account: Expense | | | | | | |
| 5001-1010 | Salaries - Full-time | 15,080.52 | 15,080.52 | 0.00 | 15,080.52- | 0.00 |
| 5001-1020 | Salaries - Part-time | 982.61 | 982.61 | 0.00 | 982.61- | 0.00 |
| 5001-1040 | Salaries - Leave Payout | 2,429.31- | 2,429.31- | 0.00 | 2,429.31 | 0.00 |
| 5001-2000 | Public Employees Retirement System | 3,282.77 | 3,282.77 | 0.00 | 3,282.77- | 0.00 |
| 5001-2002 | Long Term Disability Insurance | 39.97 | 39.97 | 0.00 | 39.97- | 0.00 |
| 5001-2003 | Life Insurance Premiums | 9.50 | 9.50 | 0.00 | 9.50- | 0.00 |
| 5001-2004 | Worker's Compensation Insurance | 1,277.93 | 1,277.93 | 0.00 | 1,277.93- | 0.00 |
| 5001-2005 | Medicare Tax - Employer's Share | 211.20 | 211.20 | 0.00 | 211.20- | 0.00 |
| 5001-2007 | Deferred Compensation - Part-time | 36.85 | 36.85 | 0.00 | 36.85- | 0.00 |
| 5001-2008 | Deferred Compensation - Full-time | 1,471.58 | 1,471.58 | 0.00 | 1,471.58- | 0.00 |
| 5001-2009 | Unemployment Insurance Premiums | 56.12 | 56.12 | 0.00 | 56.12- | 0.00 |
| 5001-2010 | Section 125 Benefit Allow. | 1,762.82 | 1,762.82 | 0.00 | 1,762.82- | 0.00 |
| 5001-3001 | Gas and Electric Utilities | 1,738.69 | 1,738.69 | 0.00 | 1,738.69- | 0.00 |
| 5001-3002 | Telephone and Fax Charges | 189.85 | 189.85 | 0.00 | 189.85- | 0.00 |
| 5001-3040 | Contracted Services | 886.43 | 886.43 | 0.00 | 886.43- | 0.00 |
| 5001-3115 | Taxes and Assessments | 102.39 | 102.39 | 0.00 | 102.39- | 0.00 |
| 5002-3802 | Acquisitions | 1,600.00 | 1,600.00 | 0.00 | 1,600.00- | 0.00 |
| 5002-3812 | Riverwalk Improvement Project | 1,435.98 | 1,435.98 | 0.00 | 1,435.98- | 0.00 |
| 5002-3814 | Adell Improvement Project | 8,264.80 | 8,264.80 | 0.00 | 8,264.80- | 0.00 |
| 5003-3807 | Building Development Depot Building | 240.00 | 240.00 | 0.00 | 240.00- | 0.00 |
| 5003-3812 | Adelaide Subdivision | 4,975.00 | 4,975.00 | 0.00 | 4,975.00- | 0.00 |
| 5004-3804 | SouthWest Industrial Infract. Study | 805.00 | 805.00 | 0.00 | 805.00- | 0.00 |
| 5004-3811 | Riverside Subdivision Storm Drain | 2,181.00 | 2,181.00 | 0.00 | 2,181.00- | 0.00 |
| 5006-3809 | Wallace/Hull/Stinson/Knox Sts | 93,150.00 | 93,150.00 | 0.00 | 93,150.00- | 0.00 |
| 5012-3810 | Traffic Signal-Yosemite and Elm | 6,765.59 | 6,765.59 | 0.00 | 6,765.59- | 0.00 |
| | NET Account: Expense: | 144,117.29 | 144,117.29 | 0.00 | 144,117.29- | 0.00 |
| | TOTAL Fund 60500: Non Housing Bond Proceeds: | 143,517.29 | 143,517.29 | 0.00 | 143,517.29- | 0.00 |

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 01/31/2016

| Account | Description | Period Actuals | YTD Actuals | YTD Budget | Variance | % Of Budget |
|--|--|----------------|-------------|------------|-----------|-------------|
| Fund 60600: Low/Mod Housing Bond Proceeds | | | | | | |
| Account: Expense | | | | | | |
| 6016-3803 | Riverside Villa Subdivision | 4,125.00 | 4,125.00 | 0.00 | 4,125.00- | 0.00 |
| | NET Account: Expense: | 4,125.00 | 4,125.00 | 0.00 | 4,125.00- | 0.00 |
| | TOTAL Fund 60600: Low/Mod Housing Bond Proceeds: | 4,125.00 | 4,125.00 | 0.00 | 4,125.00- | 0.00 |

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 01/31/2016

| Account | Description | Period Actuals | YTD Actuals | YTD Budget | Variance | % Of Budget |
|--------------------------------------|--------------------------------------|----------------|---------------|------------|---------------|-------------|
| Fund 80400: Debt Service Fund | | | | | | |
| Account: Revenue | | | | | | |
| 4001-8162 | Interest Income | 2,581.37- | 2,581.37- | 0.00 | 2,581.37 | 0.00 |
| 4001-8350 | Transfers In | 2,371,196.90- | 2,371,196.90- | 0.00 | 2,371,196.90 | 0.00 |
| | NET Account: Revenue: | 2,373,778.27- | 2,373,778.27- | 0.00 | 2,373,778.27 | 0.00 |
| Account: Expense | | | | | | |
| 4002-3040 | Contracted Services | 1,674.10 | 1,674.10 | 0.00 | 1,674.10- | 0.00 |
| 4002-6000 | Interest Expense-Bond 1998 | 137,897.50 | 137,897.50 | 0.00 | 137,897.50- | 0.00 |
| 4002-6001 | Bond Principle 1998 | 135,000.00 | 135,000.00 | 0.00 | 135,000.00- | 0.00 |
| 4003-6000 | Interest Expense Bond 2003 | 364,503.13 | 364,503.13 | 0.00 | 364,503.13- | 0.00 |
| 4003-6001 | Bond Principle 2003 | 575,000.00 | 575,000.00 | 0.00 | 575,000.00- | 0.00 |
| 4004-3040 | Contracted Services | 6,063.30 | 6,063.30 | 0.00 | 6,063.30- | 0.00 |
| 4004-6000 | Interest Expense Bond 2008 | 700,481.26 | 700,481.26 | 0.00 | 700,481.26- | 0.00 |
| 4004-6001 | Bond Principle-2008 | 460,000.00 | 460,000.00 | 0.00 | 460,000.00- | 0.00 |
| | NET Account: Expense: | 2,380,619.29 | 2,380,619.29 | 0.00 | 2,380,619.29- | 0.00 |
| | TOTAL Fund 80400: Debt Service Fund: | 6,841.02 | 6,841.02 | 0.00 | 6,841.02- | 0.00 |
| | REPORT TOTALS: | 2,645,415.15 | 2,645,415.15 | 0.00 | 2,645,415.15- | 0.00 |

*** End Of Report ***

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 01/31/2016

| Account | Description | Period Actuals | YTD Actuals | YTD Budget | Variance | % Of Budget |
|---|--------------------------------------|----------------|-------------|---------------|-------------|-------------|
| Fund 10800: Code Enforcement | | | | | | |
| Dept 414: Community Development - Code Enforcement | | | | | | |
| Account: Revenue | | | | | | |
| 2380-8076 | Abandoned Property Registration fees | 2,750.00- | 2,750.00- | 10,000.00- | 7,250.00- | 27.50 |
| 2380-8203 | Background Check Service Fee | 525.00- | 525.00- | 300.00- | 225.00 | 175.00 |
| 2380-8227 | Vacant Building Ordinance | 1,350.00- | 1,350.00- | 4,500.00- | 3,150.00- | 30.00 |
| 2380-8228 | Graffiti Ordinance | 151.76- | 151.76- | 0.00 | 151.76 | 0.00 |
| 2380-8551 | Fines and Penalties for Violations | 245,275.50- | 245,275.50- | 425,000.00- | 179,724.50- | 57.71 |
| 2380-8554 | Vehicle Abatement Fee | 51,171.86- | 51,171.86- | 48,000.00- | 3,171.86 | 106.61 |
| 2380-8556 | Foreclosure Revenues | 29,582.65- | 29,582.65- | 45,000.00- | 15,417.35- | 65.74 |
| 2380-8657 | Miscellaneous Revenue | 217.92- | 217.92- | 0.00 | 217.92 | 0.00 |
| 2380-8659 | Refunds and Reimbursements | 245.00- | 245.00- | 0.00 | 245.00 | 0.00 |
| 2380-8682 | Collection Recovery-Code Enf. | 0.00 | 0.00 | 30,000.00- | 30,000.00- | 0.00 |
| 2380-8684 | Cost Recovery for Weed Abatement | 1,305.66- | 1,305.66- | 65,000.00- | 63,694.34- | 2.01 |
| 2381-8334 | Interfund Charges - CDBG | 0.00 | 0.00 | 400,000.00- | 400,000.00- | 0.00 |
| NET Account: Revenue: | | 332,575.35- | 332,575.35- | 1,027,800.00- | 695,224.65- | 32.36 |
| Account: Expense | | | | | | |
| 2425-1010 | Salaries / Full-time | 244,028.28 | 244,028.28 | 528,790.00 | 284,761.72 | 46.15 |
| 2425-1020 | Salaries / Part-time | 58,709.34 | 58,709.34 | 119,547.00 | 60,837.66 | 49.11 |
| 2425-1030 | Salaries / Overtime | 1,338.45 | 1,338.45 | 0.00 | 1,338.45- | 0.00 |
| 2425-1040 | Salaries - Leave Payout | 1,798.30 | 1,798.30 | 9,241.00 | 7,442.70 | 19.46 |
| 2425-1050 | Salaries / Uniform Pay | 1,500.00 | 1,500.00 | 1,000.00 | 500.00- | 150.00 |
| 2425-2000 | Public Employees Retirement System | 58,611.10 | 58,611.10 | 123,696.00 | 65,084.90 | 47.38 |
| 2425-2002 | Long Term Disability Insurance | 807.81 | 807.81 | 1,786.00 | 978.19 | 45.23 |
| 2425-2003 | Life Insurance Premiums | 280.68 | 280.68 | 593.00 | 312.32 | 47.33 |
| 2425-2004 | Worker's Compensation Insurance | 25,447.65 | 25,447.65 | 56,242.00 | 30,794.35 | 45.25 |
| 2425-2005 | Medicare Tax - Employer's Share | 4,544.18 | 4,544.18 | 9,959.00 | 5,414.82 | 45.63 |
| 2425-2007 | Deferred Compensation / Part-time | 1,998.12 | 1,998.12 | 2,486.00 | 487.88 | 80.37 |
| 2425-2008 | Deferred Compensation / Full-time | 18,354.31 | 18,354.31 | 33,573.00 | 15,218.69 | 54.67 |
| 2425-2009 | Unemployment Insurance | 2,561.21 | 2,561.21 | 4,188.00 | 1,626.79 | 61.16 |
| 2425-2010 | Section 125 Benefit Allow. | 76,696.56 | 76,696.56 | 172,297.00 | 95,600.44 | 44.51 |
| 2425-3001 | Gas and Electric Utilities | 0.00 | 0.00 | 11,000.00 | 11,000.00 | 0.00 |
| 2425-3002 | Telephone and Fax Charges | 2,308.02 | 2,308.02 | 7,000.00 | 4,691.98 | 32.97 |
| 2425-3011 | Advertising - Bids and Legal Notices | 0.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 |
| 2425-3014 | Professional Dues | 0.00 | 0.00 | 375.00 | 375.00 | 0.00 |
| 2425-3015 | Publications and Subscriptions | 313.22 | 313.22 | 250.00 | 63.22- | 125.29 |
| 2425-3016 | Office Supplies - Expendable | 1,323.27 | 1,323.27 | 8,000.00 | 6,676.73 | 16.54 |
| 2425-3018 | Postage / Other Mailing Charges | 4,188.84 | 4,188.84 | 13,000.00 | 8,811.16 | 32.22 |
| 2425-3020 | Mileage Reimbursement | 0.00 | 0.00 | 500.00 | 500.00 | 0.00 |
| 2425-3025 | Vehicle Fuel, Supplies & Maintenance | 1,955.39 | 1,955.39 | 18,000.00 | 16,044.61 | 10.86 |
| 2425-3037 | Weed Abatement Expense | 721.00 | 721.00 | 65,000.00 | 64,279.00 | 1.11 |
| 2425-3040 | Contracted Services | 15,447.08 | 15,447.08 | 104,000.00 | 88,552.92 | 14.85 |
| 2425-3050 | Bad Debt Expense | 12.00- | 12.00- | 3,000.00 | 3,012.00 | 0.40- |
| 2425-3060 | Pre-employment Health Screening | 174.50 | 174.50 | 0.00 | 174.50- | 0.00 |
| 2425-3120 | Other Supplies | 3,510.79 | 3,510.79 | 23,500.00 | 19,989.21 | 14.94 |
| 2425-3130 | Building Supplies, Keys, Repairs | 74.91 | 74.91 | 3,000.00 | 2,925.09 | 2.50 |
| 2425-3138 | Tool Replacement Cost | 0.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 |
| 2425-3300 | Conference, Training, Education | 517.65 | 517.65 | 7,000.00 | 6,482.35 | 7.40 |
| 2425-4002 | Interfund Charges - Central Supply | 705.45 | 705.45 | 600.00 | 105.45- | 117.58 |
| 2425-4005 | Interfund Charges - Vehicle Repairs | 9,750.00 | 9,750.00 | 19,494.00 | 9,744.00 | 50.02 |
| 2425-4007 | Interfund Charges - Vehicle Replacem | 6,787.00 | 6,787.00 | 13,567.00 | 6,780.00 | 50.03 |
| 2425-4018 | Interfund Charges-Computer Maint. | 28,229.00 | 28,229.00 | 56,447.00 | 28,218.00 | 50.01 |
| 2425-4020 | Interfund Charges - Computer Replace | 7,308.00 | 7,308.00 | 14,616.00 | 7,308.00 | 50.00 |
| 2425-6002 | Lease Payment | 0.00 | 0.00 | 7,730.00 | 7,730.00 | 0.00 |
| NET Account: Expense: | | 579,978.11 | 579,978.11 | 1,441,477.00 | 861,498.89 | 40.23 |
| TOTAL Dept 414: Community Development - Code Enforcement: | | 247,402.76 | 247,402.76 | 413,677.00 | 166,274.24 | 59.81 |
| TOTAL Fund 10800: Code Enforcement: | | 247,402.76 | 247,402.76 | 413,677.00 | 166,274.24 | 59.81 |

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2015
To 01/31/2016

| Account | Description | Period Actuals | YTD Actuals | YTD Budget | Variance | % Of Budget |
|-------------------------------------|-------------------------------------|----------------|-------------|------------|------------|-------------|
| Fund 10865: LEA Tire Grant | | | | | | |
| Dept 432: LEA Tire Grant | | | | | | |
| Account: Revenue | | | | | | |
| 2427-8428 | Current Year Allocation-LEA Grant | 14,834.78- | 14,834.78- | 18,338.00- | 3,503.22- | 80.90 |
| | NET Account: Revenue: | 14,834.78- | 14,834.78- | 18,338.00- | 3,503.22- | 80.90 |
| Account: Expense | | | | | | |
| 2427-1010 | Salaries / Full-time | 0.00 | 0.00 | 6,335.00 | 6,335.00 | 0.00 |
| 2427-2000 | Public Employees Retirement System | 0.00 | 0.00 | 1,621.00 | 1,621.00 | 0.00 |
| 2427-2002 | Long Term Disability Insurance | 0.00 | 0.00 | 23.00 | 23.00 | 0.00 |
| 2427-2004 | Worker's Compensation Insurance | 0.00 | 0.00 | 553.00 | 553.00 | 0.00 |
| 2427-2005 | Medicare Tax-Employer's Share | 0.00 | 0.00 | 96.00 | 96.00 | 0.00 |
| 2427-2008 | Deferred Compensation/Full-time | 0.00 | 0.00 | 266.00 | 266.00 | 0.00 |
| 2427-2009 | Unemployment Insurance | 0.00 | 0.00 | 247.00 | 247.00 | 0.00 |
| 2427-2010 | Section 125 Benefit Allow. | 0.00 | 0.00 | 2,221.00 | 2,221.00 | 0.00 |
| 2427-3040 | Contracted Services | 250.00 | 250.00 | 0.00 | 250.00- | 0.00 |
| 2427-3120 | Other Supplies | 0.00 | 0.00 | 205.00 | 205.00 | 0.00 |
| 2427-3300 | Conference, Training, Education | 1,483.87 | 1,483.87 | 6,956.00 | 5,472.13 | 21.33 |
| | NET Account: Expense: | 1,733.87 | 1,733.87 | 18,523.00 | 16,789.13 | 9.36 |
| | TOTAL Dept 432: LEA Tire Grant: | 13,100.91- | 13,100.91- | 185.00 | 13,285.91 | 7,081.57- |
| Dept 436: Tire Amnesty Grant | | | | | | |
| Account: Revenue | | | | | | |
| 2428-8455 | Tire Amnesty Grant | 52,791.00- | 52,791.00- | 39,649.00- | 13,142.00 | 133.15 |
| | NET Account: Revenue: | 52,791.00- | 52,791.00- | 39,649.00- | 13,142.00 | 133.15 |
| Account: Expense | | | | | | |
| 2428-1010 | Salaries / Full-time | 0.00 | 0.00 | 5,280.00 | 5,280.00 | 0.00 |
| 2428-2000 | Public Employees Retirement System | 0.00 | 0.00 | 1,351.00 | 1,351.00 | 0.00 |
| 2428-2002 | Long Term Disability Insurance | 0.00 | 0.00 | 19.00 | 19.00 | 0.00 |
| 2428-2004 | Worker's Compensation Insurance | 0.00 | 0.00 | 461.00 | 461.00 | 0.00 |
| 2428-2005 | Medicare Tax - Employer's Share | 0.00 | 0.00 | 80.00 | 80.00 | 0.00 |
| 2428-2008 | Deferred Compensation / Full-time | 0.00 | 0.00 | 222.00 | 222.00 | 0.00 |
| 2428-2009 | Unemployment Insurance | 0.00 | 0.00 | 206.00 | 206.00 | 0.00 |
| 2428-2010 | Section 125 Benefit Allow. | 0.00 | 0.00 | 1,851.00 | 1,851.00 | 0.00 |
| 2428-3012 | Advertising - Other | 167.89 | 167.89 | 4,318.00 | 4,150.11 | 3.89 |
| 2428-3040 | Contracted Services | 7,250.00 | 7,250.00 | 25,545.00 | 18,295.00 | 28.38 |
| 2428-3120 | Other Supplies | 267.20 | 267.20 | 665.00 | 397.80 | 40.18 |
| | NET Account: Expense: | 7,685.09 | 7,685.09 | 39,998.00 | 32,312.91 | 19.21 |
| | TOTAL Dept 436: Tire Amnesty Grant: | 45,105.91- | 45,105.91- | 349.00 | 45,454.91 | 0.00 |
| | TOTAL Fund 10865: LEA Tire Grant: | 58,206.82- | 58,206.82- | 534.00 | 58,740.82 | 0.00 |
| | REPORT TOTALS: | 189,195.94 | 189,195.94 | 414,211.00 | 225,015.06 | 45.68 |

*** End Of Report ***

REPORT TO THE CITY COUNCIL

MEETING OF: February 10, 2016

AGENDA ITEM NUMBER: 3E

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/cm

Attachment:
-Activity Report

REPORT FOR JANUARY 1 – JANUARY 31, 2016

Foreclosed Property Activities

| | Activity | Amount |
|-----|--|--------|
| 1. | Total Foreclosed Property Cases | 152 |
| 2. | Monitoring (Occupied) | 142 |
| 3. | Active Cases | 10 |
| *4. | Properties Sold this month and/or Closed | 12 |
| 5. | Properties Registered | 14 |
| 6. | Citations Issued | 1 |

*Aside from the (8) Foreclosure Properties Sold, there were (4) additional Foreclosure cases closed due to cancellation of foreclosure sales in this month.

Code Enforcement Activities

| | Activity | Total for Month | Year to Date (From 7/1/2015) |
|----|--|-----------------|------------------------------|
| 1. | Files Opened – Public Nuisance, Zoning, Vacant Building, Substandard Housing | 52 | 597 |
| 2. | Files Closed – Public Nuisance, Zoning, Vacant Building, Substandard Housing | 100 | 570 |
| 3. | Active Files – Public Nuisance, Zoning, Vacant Building, Substandard Housing | 607 | N/A |
| 4. | Citations Issued – Public Nuisance, Zoning, Vacant Building, Substandard Housing | 1 | 203 |
| 5. | Abandoned Vehicles Tagged (Cases Opened) | 39 | 474 |
| 6. | Abandoned Vehicles Towed (Cases Closed) | 1 | 17 |
| 7. | Abandoned Vehicles Removed (Cases Closed) | 64 | 464 |
| 8. | Active Abandoned Vehicle Files | 90 | N/A |

Anti-Graffiti Activities

*Effective August 15, 2012 Graffiti Abatement Team is operating out of Public Works Department.
Beginning January 1, 2015, Neighborhood Revitalization Department Staff is only tracking Anti-Graffiti efforts.*

| | Activity | Total for Month | Year to Date (From 7/1/2015) |
|----|---|-----------------|------------------------------|
| 1. | Incidences Removed by Empowered Citizens/Property Owners | 40 | 340 |
| 2. | Total Number of Empowered Citizens | 0 | 1,833 |
| 3. | Public Presentations | 1 | 28 |
| 4. | School Presentation (in partnership with MPD and Graffiti Abatement Team) | 0 | 3 |
| 5. | Arrests by Madera Police Department | 0 | 1 |

Accounts Receivables Activities

| | Activity | Total for Month | Year to Date (From 7/1/2015) |
|----|--|-----------------|------------------------------|
| 1. | Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i> For Fiscal Year | \$5,425.00 | \$105,625.00 |
| 2. | Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i> For Fiscal Year | \$12,717.50 | \$244,753.00 |
| 3. | Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i> For Fiscal Year | \$770.00 | \$4,100.00 |
| 4. | Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Financial Credit Network For Fiscal Year | \$0.00 | \$0.00 |

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 | 74 | \$0.00 | \$56,198.34 |
| 2. Lien Confirmations | 0 | 10 | \$0.00 | \$38,256.01 |
| 3. Liens turned over to Assessor | 0 | 0 | \$0.00 | \$0.00 |

Files currently being reviewed for appropriate action – 0

REPORT TO THE CITY COUNCIL

MEETING OF: February 10, 2016

AGENDA ITEM NUMBER: 3F

APPROVED BY:


Executive Director

Subject: Code Enforcement Funds Collection Report for Period Ending January 31, 2016

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 | | | | | | \$279,220 |

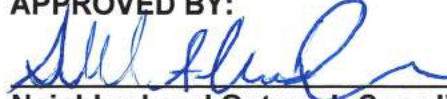
RECOMMENDATION

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

**REPORT TO THE CITY COUNCIL AND THE
SUCCESSOR AGENCY
OF THE FORMER MADERA REDEVELOPMENT AGENCY**

BOARD MEETING OF: February 10, 2016
AGENDA ITEM NUMBER: 3G

APPROVED BY:



Neighborhood Outreach Coordinator


for 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 January on projects and tasks undertaken by the Neighborhood Outreach team:

- Saleh Alhomedi, Neighborhood Outreach Coordinator, full-time employee.
- Yuliana Franco, Neighborhood Outreach Consultant, part-time employee (29hrs/week).
- Christina Herrera, Neighborhood Outreach Assistant, full-time employee.

I. National Night Out (NNO) follow-up

- a. The Neighborhood Watch Leaders meeting was held on Thursday, January 14, 2016.
- b. We had over 60 persons in attendance at the event.
- c. The Council members, law enforcement, and our outreach staff had the opportunity to reconnect with the leaders and update them on 2016 National Night Out.
- d. The Neighborhood Outreach coordinated with our Videographer Andrew Martinez on putting together an outreach video to publicize 2016 NNO and the Neighborhood Watch Program.

II. National Night Out Special Award

- a. Christina Herrera and Saleh Alhomedi presented to the Madera Council the award in January and shared the same award with our Neighborhood Watch Program leaders at the leaders meeting on January 14, 2016.

III. Neighborhood Meetings:

- a. January Meeting

1. The Neighborhood Outreach staff were unable to schedule a neighborhood watch meeting as a result of the capricious weather and residents' hesitance to host one in the cold winter.
2. The Outreach staff worked on other community-based projects to compensate for the meetings we could not schedule in January.

b. Upcoming Meetings

i. February meetings (what is thus far scheduled)

1. Date: February 11, 2016; Location: North N Street; Time: 6 P.M. to 7 P.M.
2. Date: February 16, 2016; Location: Sonora Ave; Time: 6 P.M. to 7 P.M.
3. Date: February 25, 2016; Location: Harding Street; Time: 6 P.M. to 7 P.M.

IV. Outreach Activities:

a. Interfaith/ Intercultural Event

- i. We set up a joint informational booth with the Madera Police Department at the Madera Fairgrounds on January 28th from 4:30 P.M. to 6:30 P.M.

b. Madera Housing Senior Living Complex

- i. The Outreach team set up an informational booth to market our Neighborhood Watch Program, National Night Out, and promote other related community-based activities.
- ii. The Outreach team met with the Director of Housing Authority Linda Shaw and her staff and discussed our future plans to collaboratively work together on promoting neighborhood watch in their clients' housing units.

c. Graffiti Presentation at Berenda Elementary School

- i. The Outreach team, along with the Graffiti Abatement team, the Sheriff Department, and County Probation, Councilman Holley, conducted anti-graffiti presentations to third-graders.

d. The Outreach staff met with Councilman Will Oliver to discuss ways to engage residents in his district. They came up with thoughtful ideas to enhance the residents' participation in the Neighborhood Watch Program and National Night Out.

- i. We entertained the idea of starting a Business Neighborhood Watch. Currently, the Outreach team is conducting research into whether other cities have done that before.
- ii. We will be targeting areas within District 3 that have been identified as in need of a Neighborhood Watch group.

V. Established Community Partnerships:

a. Community Partnership January meeting:

- i. The partnership agencies were all represented at the Interfaith-Intercultural event on January 28th.
- ii. We held a meeting on February 4, 2016 to discuss our future quarterly meeting and we created a video project to educate residents about events held in the upcoming month by each affiliated agency.
 1. The video will be published once a month.
- iii. The Outreach team has put together a memorandum discussing the objectives and goals of the program, as well as the findings we extracted from the surveys we conducted at our targeted schools in December.

- iv. A meeting was held at the MUSD to discuss continuing our partnership and the possibility of incorporating this program with the Parents Resource Center programs that are directed by David Hernandez.
- b. Transforming Our City
 - i. We had a meeting on January 6, 2016. The conversation about identifying key leaders is still ongoing. We also discussed the implementation of the Curb Stripe Campaign.
 - ii. Our February meeting was canceled. More updates to come on our next monthly report.
- c. SCORE
 - i. The Outreach team has been in contact with SCORE's leadership, discussing how to introduce residents in our City to the resources the organization offers.
 - ii. Simple steps of how to start a business will be taught in Spanish in the near future.
- d. Madera Downtown Association
 - i. The Outreach team distributed the January meeting's flyer to merchants in Downtown, inviting them to the meeting in January. We relatively had a good attendance. There was a video project presented by the Madera Downtown Association's board members.
 - ii. The MDA board members have been discussing starting a vendor market in downtown. More updates will be included on our next monthly report, particularly on the above two agenda items.

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.

**REPORT TO THE CITY COUNCIL AND THE
SUCCESSOR AGENCY
OF THE FORMER MADERA REDEVELOPMENT AGENCY**

BOARD MEETING OF: February 10, 2016

AGENDA ITEM NUMBER: 4A

APPROVED BY:



Neighborhood Outreach Coordinator



Executive Director

Subject: Neighborhood Outreach Annual Report.

Summary: The City Council has identified pro-active neighborhood outreach to be a major priority. This is a 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 an annual update on projects and tasks undertaken by the Neighborhood Outreach team:

- Saleh Alhomedi, Neighborhood Outreach Coordinator, full-time employee.
- Yuliana Franco, Neighborhood Outreach Consultant, part-time employee (29hrs/week).
- Christina Herrera, Neighborhood Outreach Assistant, full-time employee.

Neighborhood Outreach Program

Description:

The Neighborhood Outreach Program aims to develop and implement effective action plans and strategies to improve and strengthen the City of Madera's neighborhoods, enhance residents' civic participation, and engage them with their elected officials and law enforcement agencies. The program is highly focused on addressing root causes of neighborhood deterioration and community problems, in accordance with U.S. Housing & Urban Development CDBG national objectives. Some of our City' neighborhoods suffer from serious problems that, among others, include gang violence, high criminality, illegal drug dealing, and lack of safety. These problems have contributed in some neighborhoods to neighborhood deterioration, rise in blighted or vacant properties, loss of economic opportunities due to businesses that relocate from neighborhoods with high criminality, and an increase of public safety hazards. However, this outreach program has made it possible for its outreach staff, local government, and community leaders to come together for the purpose of mitigating these issues, promoting neighborhood safety, and educating children and young adolescents on how to fight back against the predation of gang members, illegal drug dealers, and criminals in their neighborhood and the greater community. This has been possible through the subsequent community-driven and governmental-based programs:

- A. Neighborhood Watch (NW)
- B. National Night Out (NNO)
- C. Graffiti Multi Agency Collaborative
- D. Anti-Graffiti Efforts
- E. Adopt-A-School
- F. Community Partnership
- G. Parents for Students Success
- H. High School New Student Academic Convocation
- I. Neighborhood Revitalization Department-Madera Downtown Association Partnership
- J. Love Madera
- K. Madera Seventh Annual Homeless Awareness Day
- L. SCORE

Preparations for the different types of outreach programs include:

- Recruiting and organizing Neighborhood Watch meetings, block parties, and community gatherings;
- Working with the Neighborhood Revitalization Department code enforcement by inviting them to speak at our Neighborhood Watch meetings about slum and blighted properties, identifying spot lights in their neighborhoods and reporting them to law enforcement, and discussing public facilities improvements;
- Coordinating closely with all our City Council members and the mayor to engage them directly with residents through attending neighborhood meetings and responding to residents' public safety concerns;
- Collaborating and cooperating with City departments to efficiently and effectively pool our resources together to address neighborhood issues, such as dysfunctional street-light poles; advertising youth programs to get them active in activities that will help them flourish

and stay away from criminals' predation; and helping neighborhood residents enhance safety and deter criminals;

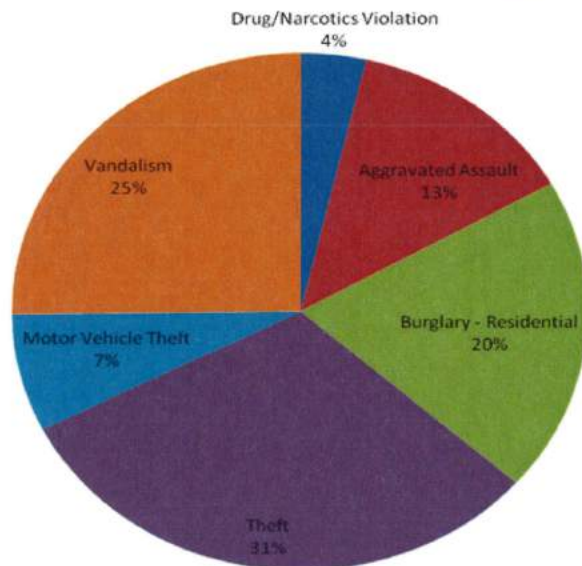
- Directly engage residents with law enforcement units, such as the Gang Task Force Unit and Drug Task Force Unit, during their Neighborhood Watch meetings. They are able to express safety concerns and closely work with law enforcement in identifying criminals or possible criminals that are in, or coming into their neighborhoods;
- School Presentations aka T.A.G Together Against Graffiti;
- Informational Booths for program awareness;
- Distributing brochures, pamphlets, and conducting door-to-door neighborhood surveys;
- Recruiting Graffiti volunteers and distributing and training graffiti kits to these volunteers; and
- Partnering with community-based organizations, service clubs, and faith-based groups to promote the programs to residents and get them involved in them.

Neighborhood Outreach Objectives:

The Neighborhood Outreach Program strives to achieve the following objectives:

- Improve the quality of life within neighborhoods by engaging and partnering with residents;
- Identify neighborhood problems and directly work with residents to address them in their respective neighborhood, including blight spots, deteriorating buildings, or public improvements;
- Raise community awareness about gang violence, illegal drug use, prostitution, and educate neighborhood residents on how to mitigate these criminal issues in their neighborhoods;
- Promote community-law enforcement partnership through Neighborhood Watch meetings, National Night Out, and other community-based gatherings;
- Facilitate direct and indirect interactions between our City Council members and residents by inviting Council members to the Neighborhood Watch meetings, neighborhood gatherings, and school presentations;
- Enhance residents' civic participation through our programs and educate residents about how they can participate in their City's civic life;
- Reach out to parents and get them involved in their children's academic life, provide them volunteering opportunities at their local school, and help parents increase their students' reading, writing, and mathematics skills;
- Continue our partnership with the Madera Unified School District (MUSD) and the Parents Resource Center to work on common endeavors that will help improve students' test scores and parents' engagement with their children's school(s);
- Further our partnership with the Madera Downtown Association to continue improving the quality of life in downtown, increase commercial activities in the downtown area, and to educate merchants about business planning, development, and growth through SCORE;
- Continue our new initiative with local communities to identify key leaders in the business, public, and private sectors who will come together to identify major concerns in our City and to address them, including engaging communities that may feel disenfranchised, such as minorities and the youth;
- Educate third (3rd) graders about graffiti, the negative effects, and anti-graffiti awareness.

2015 Analytics for Crimes in Madera



The Neighborhood Outreach Program is primarily tailored to mitigating neighborhood problems and to decreasing crimes, particularly those that contribute to neighborhood instability, building deterioration, rise in neighborhood spot blights, and harm to neighborhood businesses that could affect jobs and employees' livelihood.

Neighborhood Watch In Action:

In 2015, there were a total of 79 events that the Neighborhood Outreach Staff engaged in city- and county- wide.



Note: This is a picture of the outreach program's informational booth at the Madera District Fair in September 2015.

2015 Neighborhood Outreach Events

| January | Census | Event | Type of Program |
|---------------------------|---------------|------------------------------|--------------------------------|
| 1/15/2015 Meeting | 7 | Jefferson Neighborhood | Neighborhood Watch |
| 1/20/2015 | 7 | Town Hall Meeting | Informational Booth |
| 1/29/2015 | County | Interfaith/Intercultural | Informational Booth |
| 1/29/2015 | 8 | Graffiti Collaborative | Collaborative Agencies |
| February | | | |
| 2/3/2015 Meeting | 8 | Neighborhood Involvement | Neighborhood Leaders |
| 2/5/2015 Meeting | 6.02 | Sonora Neighborhood | Neighborhood Watch |
| 2/10/2015 Meeting | 9 | Malone Neighborhood | Neighborhood Watch |
| 2/12/2015 | 5.02 | MPD Town Hall Meeting | Informational Booth |
| 2/17/2015 Agencies | 8 | National Night Out Committee | Collaborative |
| 2/19/2015 | 6.01 | Parent as Leaders Program | Informational Booth |
| 2/23/2015 | 8 | Gang Intervention Committee | Collaborative Agencies |
| 2/26/2015 | 8 | Graffiti Collaborative | Collaborative Agencies |
| March | | | |
| 3/3/2015 Meeting | 8 | S. Lake Neighborhood | Neighborhood Watch |
| 3/5/2015 Meeting | 9 | Mariposa Neighborhood | Neighborhood Watch |
| 3/10/2015 Meeting | 8 | North B Street Neighborhood | Neighborhood Watch |
| 3/11/2015 Presentation | 7 | Parkwood Elementary | 3 rd Grade Graffiti |
| 3/12/2015 Meeting | 9 | Malone Neighborhood | Neighborhood Watch |
| 3/13/2015 Presentation | 7 | John Adams Elementary | 3 rd Grade Graffiti |
| 3/19/2015 Meeting | 5.02 | Georgia Neighborhood | Neighborhood Watch |
| 3/24/2015 Meeting | 6.02 | Sonora Neighborhood | Neighborhood Watch |
| 3/25/2015 | 8 | Graffiti Collaborative | Collaborative Agencies |
| 3/25/2015 Presentation | County | Cesar Chavez Elementary | 3 rd Grade Graffiti |
| 3/25/2015 | County | BI Corporation | Informational Booth |
| 3/30/2015 Meeting | 5.02 | Santa Bonita/Madison | Neighborhood Watch |
| April | | | |
| 4/2/2015 Meeting | 9 | Knox Street Neighborhood | Neighborhood Watch |
| 4/7/2015 Meeting | 8 | North B Street Neighborhood | Neighborhood Watch |

| | | | |
|---------------------------|------------|----------------------------------|--------------------------------|
| 4/8/2015 Presentation | County | Berenda Elementary | 3 rd Grade Graffiti |
| 4/8/2015 Agencies | 8 | National Night Out Committee | Collaborative |
| 4/9/2015 | 9 | Parent as Leaders Program | Information Booth |
| 4/16/2015 Presentation | 6.01 | Pershing Elementary | 3 rd Grade Graffiti |
| 4/16/2015 Meeting | 6.01 | Lacreta Neighborhood | Neighborhood Watch |
| 4/21/2015 | 5.02 | MPD Town Hall Meeting | Informational Booth |
| 4/25/2015 | 7 | Home Ranch Neighborhood | Block Party |
| 4/27/2015 | 7 | Gang Intervention Committee | Collaborative Agencies |
| May | | | |
| 5/5/2015 Meeting | 9 | Malone Neighborhood | Neighborhood Watch |
| 5/5/2015 | 9 | Housing Authority of Madera | Informational Booth |
| 5/11/2015 Meeting | 8 | S. Lake Street Neighborhood | Neighborhood Watch |
| 5/21/2015 Meeting | 6.01 | La Jolla/Zapata Neighborhood | Neighborhood Watch |
| 5/28/2015 Meeting | 8 | Neighborhood Involvement | Neighborhood Leaders |
| 5/30/2015 | 7 | Jefferson Neighborhood | Block Party |
| June | | | |
| 6/16/2015 Meeting | 7 | Cedar Creek Neighborhood | Neighborhood Watch |
| 6/23/2015 Meeting | 6.01 | Cleveland Housing Neighborhood | Neighborhood Watch |
| 6/25/2015 Meeting | 9 | Elm Street Neighborhood | Neighborhood Watch |
| 6/29/2015 | 7 | Gang Intervention Committee | Collaborative Agencies |
| July | | | |
| 7/16/2015 Meeting | 5.02 | Madera Bible Church Neighborhood | Neighborhood Watch |
| 7/7/2015 Meeting | 6.02 | Nebraska Housing Neighborhood | Neighborhood Watch |
| 7/9/2015 Meeting | 9 | Knox Street Neighborhood | Neighborhood Watch |
| 7/15/2015 Agencies | 8 | National Night Out Committee | Collaborative |
| 7/16/2015 Meeting | 8 | North B Street Neighborhood | Neighborhood Watch |
| 7/28/2015 | 5.02 | MPD Town Hall Meeting | Informational Booth Meeting |
| August | | | |
| 8/4/2015 | All Tracts | National Night Out | Community Event |
| 8/13/2015 Meeting | 6.01 | Kennedy Housing Neighborhood | Neighborhood Watch |
| 8/25/2015 Meeting | 5.02 | Madera Bible Church Neighborhood | Neighborhood Watch |

| | | | |
|------------------------|--------|----------------------------------|--------------------------------|
| 8/27/2015 Meeting | 5.02 | Stanford Neighborhood | Neighborhood Watch |
| 8/29/2015 | 8 | March Against Meth & Drugs | Informational Booth |
| September | | | |
| 9/3/2015 Meeting | 6.02 | Sonora Neighborhood | Neighborhood Watch |
| 9/4/2015 Agencies | 8 | Community Partnership | Collaborative |
| 9/8/2015 Agencies | 8 | National Night Out Committee | Collaborative |
| 9/8/2015 Meeting | 6.01 | Sherwood Square Neighborhood | Neighborhood Watch |
| 9/10-13/2015 | County | Madera District Fair | Informational Booth |
| 9/15/2015 Meeting | 5.02 | Madera Bible Church Neighborhood | Neighborhood Watch |
| 9/26/2015 | 8 | Old Timer's Day | Informational Booth |
| October | | | |
| 10/1/2015 Agencies | 8 | Community Partnership | Collaborative |
| 10/6/2015 | 9 | Housing Authority of Madera | Informational Booth |
| 10/13/2015 Meeting | 7 | N. L Street Neighborhood | Neighborhood Watch |
| 10/17/2015 | 7 | Fillmore Neighborhood | Block Party |
| 10/20/2015 Meeting | 9 | Persimmon Neighborhood | Neighborhood Watch |
| 10/22/2015 Meeting | 5.02 | Stanford Neighborhood | Neighborhood Watch |
| 10/24/2015 | 5.02 | San Ramon Neighborhood | Block Party |
| 10/27/2015 | 6.01 | MCCJ Health Fair | Informational Booth |
| 10/27/2015 Meeting | 8 | S. Lake Street Neighborhood | Neighborhood Watch |
| 10/29/2015 Meeting | 6.01 | Sherwood Square Neighborhood | Neighborhood Watch |
| November | | | |
| 11/4/2015 | 6.01 | CalViva Health Fair | Informational Booth |
| 11/6/2015 Presentation | 7 | John Adams Elementary | 3 rd Grade Graffiti |
| 11/9/2015 Presentation | County | Dixieland Elementary | 3 rd Grade Graffiti |
| 11/13/2015 Meeting | 9 | High Street Neighborhood | Neighborhood Watch |
| 11/17/2015 Meeting | 9 | Elm Street Neighborhood | Neighborhood Watch |
| 11/30/2015 Meeting | 7 | Royal Avenue Neighborhood | Neighborhood Watch |
| December | | | |
| 12/7/2015 Meeting | 9 | Persimmon Neighborhood | Neighborhood Watch |

1A. Neighborhood Watch (NW)

Description:

Neighborhood Watch is one of the oldest and most effective crime prevention programs in the country, bringing citizens together with law enforcement to deter crime and make communities safer. Launched in 1972, Neighborhood Watch counts on citizens to organize themselves and work with law enforcement to keep a trained eye and ear on their communities, while demonstrating their presence at all times of day and night. The program took off quickly: in just ten years, NSA data showed that 12 percent of the population was involved in a Neighborhood Watch.) Neighborhood Watch works because it reduces opportunities for crime to occur; it doesn't rely on altering or changing the criminal's behavior or motivation. Our nation is built on the strength of our citizens. Every day, we encounter situations calling upon us to be the eyes and ears of law enforcement. Not only does neighborhood watch allow citizens to help in the fight against crime, it is also an opportunity for communities to bond through service. The Neighborhood Watch Program draws upon the compassion of average citizens, asking them to lend their neighbors a hand. The National Neighborhood Watch Program is the portal for training to assist law enforcement agencies and their communities, technical assistance, resource documents, watch stories, networking, and assistance to the field. The National Neighborhood Watch program empowers citizens to become active in community efforts through participation in Neighborhood Watch groups.

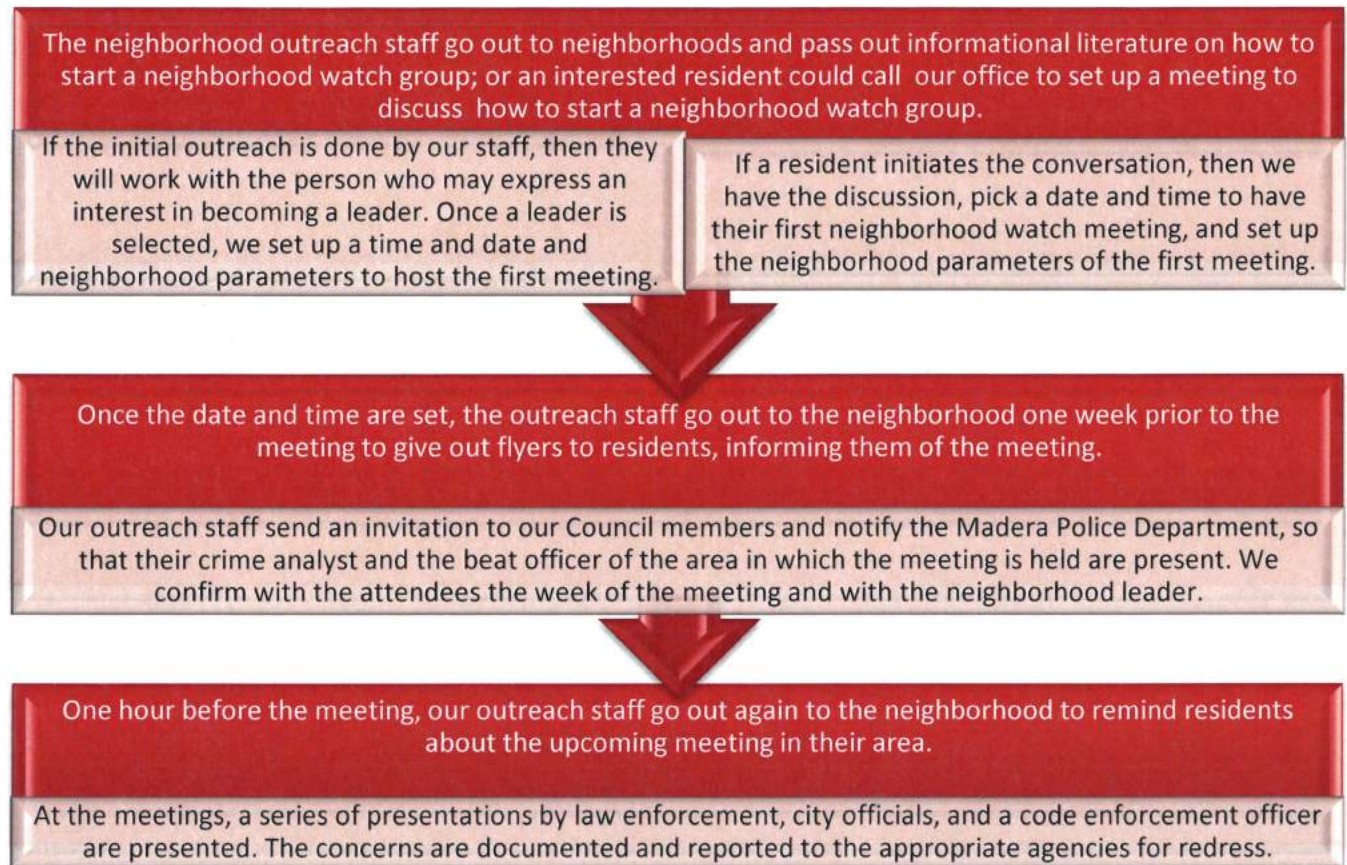
Agencies Involved with Neighborhood Watch Program:

- Mayor and Members of the Council
- Madera Police Department
- Madera County Probation
- Neighborhood Revitalization Department
- Madera County Fire Department
- Madera Public Works Department
- Madera Public Parks and Community Service Department

Neighborhood Watch Outreach Staff



Neighborhood Watch Outreach Staff program's promotion and Group(s) Establishment



Examples of concerns and community problems residents bring up at the meetings:

- Speeders; nonexistent, dysfunctional, or non-functional city street lights; lack of neighborhood cleanliness; uneven sidewalks; lack of a pedestrian cross-walk, particularly neighborhoods that are close to a school.
- Suspicious persons or homes, illegal drug selling, prostitution, gangs and gang violence, and hearing gun shots in neighborhoods that have established gang members and operating drug dealers.
- Vehicle theft, vandalism, and home break-ins.
- Code enforcement issues including, but are not limited to: abandoned vehicles, substandard homes that attract vagrants and illegal activities, overgrown vegetation, and unmaintained landscaping.

Outcomes:

- Neighbors are working together to identify and solve problems and create a secure and safer neighborhood.
- Reduces the fear of crime and improves the quality of life.
- Neighbors get to know each other and work together with Council members and law enforcement agencies for the purpose of fighting crimes in their neighborhoods and promoting public safety.

- It opens up a line of communications with neighbors, city employees and different law enforcement agencies, and it gives residents opportunities to engage in their city's civic life.
- Connects code enforcement officers with the community to discuss neighborhood-based challenges, such as substandard homes and public facilities improvements.
- Ameliorates law enforcement-community relations to combat anti-law enforcement sentiments.
- Connects the Madera Public Works Department with residents to resolve public facilities and improvement issues, such as sidewalks, public light poles, maintenance and cleanliness.

Neighborhood Watch Meetings



Persimmon Neighborhood (CDBG 9)

Fillmore Neighborhood (City)



Sherwood Square Apartments (CDBG 6.01)

Sonora Neighborhood (CDBG 6.02)



**Lacreta Neighborhood (CDBG 6.01)
5.02)**



Madera Bible Church Neighborhood (CDBG



San Ramon Neighborhood(CDBG 5.02)



Elm Neighborhood (CDBG 9)

Participating Neighborhood Watch Groups

| | Neighborhood | Cen sus Trac t | # of Meetings | Average Attendan ce | Date of last meeting | Neigh. Watch Program |
|---|-----------------------------|-------------------------|------------------|---------------------------|----------------------------|----------------------------|
| 1 | Fillmore | 7 | 4 | 45 | 10/17/2015 | Started |
| 2 | South B St//Sierra Vista | 9 | 5 | 10 | 1/29/2014 | Completed |
| 3 | Monterey St | 5.02 | 5 | 12 | 5/17/2014 | Completed |
| 4 | Kennedy Estates North | 6.01 | 4 | 10 | 5/10/2011 | Started |
| 5 | Vista Del Sierra | 9 | 3 | 15 | 10/21/2014 | Completed |
| 6 | Lemon/ New Parkwood | 5.02 | 4 | 15 | 10/19/2012 | Completed |
| 7 | Home Ranch | 7 | 3 | 35 | 4/25/2015 | Started |
| 8 | Bay Court | 7 | 1 | 20 | 5/12/2011 | Started |

| | | | | | | |
|----|-----------------------|------|----|----|------------|-----------|
| | | | | | | |
| 9 | Kennedy Estates South | 6.01 | 7 | 25 | 8/6/2013 | Completed |
| 10 | Chianti | 7 | 3 | 25 | 8/6/2013 | Started |
| 11 | Woodland | 7 | 1 | 30 | 8/9/2011 | Started |
| 12 | Georgia/New Parkwood | 5.02 | 4 | 10 | 3/19/2015 | Completed |
| 13 | Sanarita Way | 6.01 | 1 | 15 | 10/4/2011 | Started |
| 14 | Mission Avenue | 6.01 | 1 | 4 | 10/5/2011 | Started |
| 15 | Santa Barbara | 7 | 3 | 19 | 11/6/2014 | Completed |
| 16 | Lincoln | 7 | 11 | 45 | 10/13/2013 | Completed |
| 17 | Wessmith Way | 6.01 | 7 | 18 | 11/13/2014 | Completed |
| 18 | Frederick | 7 | 3 | 12 | 4/13/2013 | Completed |
| 19 | Santa Bonita/Madison | 5.02 | 6 | 20 | 3/30/2015 | Completed |
| 20 | St. Montelena | 5.02 | 2 | 40 | 8/24/2013 | Started |
| 21 | West Park | 7 | 2 | 40 | 8/6/2013 | Started |
| 22 | Hughes | 8 | 3 | 17 | 10/23/2014 | Completed |
| 23 | Columbia/Washington | 6.02 | 3 | 40 | 11/12/2013 | Started |
| 24 | Lacreta | 6.01 | 6 | 12 | 4/16/2015 | Completed |
| 25 | Floto | 8 | 1 | 12 | 11/5/2012 | Started |
| 26 | King | 9 | 4 | 20 | 12/3/2013 | Completed |
| 27 | Almond Tree | 7 | 1 | 30 | 3/16/2013 | Started |
| 28 | Trevor | 7 | 2 | 25 | 12/16/2013 | Completed |
| 29 | San Ramon | 5.02 | 4 | 40 | 10/24/2015 | Completed |
| 30 | Myers | 6.02 | 1 | 20 | 6/4/2013 | Started |
| 31 | Mariposa | 9 | 3 | 25 | 3/5/2015 | Completed |
| 32 | Park | 5.02 | 1 | 15 | 6/18/2013 | Started |
| 33 | Capistrano | 7 | 4 | 12 | 5/19/2014 | Completed |
| 34 | Venturi | 7 | 3 | 20 | 6/16/2014 | Completed |
| 35 | Cordova | 6.01 | 1 | 45 | 9/21/2013 | Started |
| 36 | Suburban | 7 | 1 | 24 | 4/4/2014 | Started |
| 37 | Orchard Point | 9 | 1 | 30 | 4/8/2014 | Started |
| 38 | Jefferson | 7 | 4 | 7 | 5/30/2015 | Completed |
| 39 | Madera Family Apt. | 5.02 | 3 | 14 | 9/15/2014 | Completed |
| 40 | Ironwood | 7 | 3 | 15 | 7/15/2014 | Completed |
| 41 | Casa De Dallas | 7 | 1 | 21 | 5/22/2014 | Started |
| 42 | La Jolla-Zapata | 6.01 | 3 | 15 | 5/21/2015 | Completed |
| 43 | Riverview | 7 | 1 | 10 | 12/16/2014 | Started |
| 44 | Kennedy Housing | 6.01 | 1 | 7 | 12/18/2014 | Started |
| 45 | Sonora | 6.02 | 3 | 20 | 9/03/2015 | Completed |
| 46 | Malone | 9 | 3 | 15 | 5/5/2015 | Complete |
| 47 | S. Lake | 8 | 3 | 15 | 10/27/2015 | Complete |
| 48 | New Generation | 8 | 3 | 15 | 7/16/2015 | Complete |
| 49 | Knox Housing | 9 | 2 | 25 | 7/9/2015 | Started |
| 50 | Cleveland Housing | 6.02 | 1 | 10 | 6/23/2015 | Started |

| | | | | | | |
|----|-----------------------|------|---|----|------------|-----------|
| | | | | | | |
| 51 | Elm Street | 9 | 2 | 20 | 11/17/2015 | Started |
| 52 | Madera Bible | 5.02 | 3 | 15 | 09/15/2015 | Completed |
| 53 | Nebraska Housing | 6.02 | 1 | 10 | 7/7/2015 | Started |
| 54 | Stanford/New Parkwood | 9 | 2 | 10 | 10/22/2015 | Started |
| 55 | Sherwood Square | 6.02 | 2 | 25 | 10/29/2015 | Started |
| 56 | North L Street | 7 | 1 | 15 | 10/13/2015 | Started |
| 57 | Persimmon | 9 | 2 | 25 | 12/7/2015 | Started |
| 58 | High Street | 9 | 1 | 10 | 11/13/2015 | Started |
| 59 | Royal Drive | 7 | 1 | 10 | 11/30/2015 | Started |

Location of Organized Neighborhood Watch Groups



1B. National Night Out (NNO)

National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, better places to live. Together, we are making that happen. It also raises crime prevention awareness and sends a message to criminals letting them know that neighborhoods are organized and fighting back. A NNO Committee was established to gather ideas to help promote public involvement. The City of Madera won 35th place nationwide and was granted a recognition award for its outstanding 2015 NNO.

The committee is comprised of the following agencies:

- Mayor and Members of the Council
- Madera Police Department
- Madera County Probation
- Neighborhood Revitalization Department
- Madera County Fire Department
- EMT Emergency Medical Team

The Event was marketed through the following:

- Created fliers promoting NNO;
- Hosted Neighborhood Involvement meeting to announce NNO with Neighborhood Watch Groups;
- Public promotion by Madera Police Department Facebook page, City of Madera Facebook page, Madera Tribune, and a press release;
- Anti-Crime poster contest for the youth; and
- Informational Booths at resource events.

Outcomes

- City of Madera residents stood united around a common cause that night to promote public safety awareness, neighborhood unity, and civic participation;
- Residents across the City interacted with their elected officials, law enforcement officers, code enforcement officers, and with their neighbors;
- NNO activities contributed to the amelioration of the community-law enforcement partnership through person-to-person mingling and interactions;
- There were 33 neighborhoods that participated in 2015 National Night Out (NNO)—a 28 % increase from 2014 NNO. Each neighborhood had unique celebratory platforms, including carnivals, movie night, potluck, ice cream social gathering, books and school supplies giveaway, traditional dishes, and games;
- Youth and young adults had the opportunity to engage and were educated about crime prevention and awareness, particularly those related to gang violence and illicit drug dealing;
- It created a friendly environment for police officers, probation officers, and residents to discuss neighborhood problems and safety measures to promote neighborhood safety and stability;
- It promoted crime prevention awareness to the youth through an art contest. The top three winners won three bikes donated by our local law enforcement and General Building Supply, and two tablets were given to two children.

The City of Madera won 35th place nationwide for its outstanding and successful community engagement in 2015 National Night Out:



List and Location of Organized National Night Out Events



2015 National Night Out (NNO) Participating Neighborhoods

| Member of the Council | District | Census Tract | Address | Average attendance |
|-----------------------|----------|--------------|---|--------------------|
| Sally J. Bomprezzi | 1 | 7 | Suburban (800 block of Suburban Ave cul-de-sac) | 15 |
| | | 7 | Fairmont (3012 Fairmont Ct cul-de-sac) | 15 |
| | | 7 | Kimberly Drive (2682 Kimberly Drive) | 10 |
| | | 7 | Venturi (Chateau Place cul-de-sac) | 20 |
| | | 7 | Trevor (2360 Trevor Way) | 10 |
| | | 7 | Home Ranch (SW corner of Glade & Cleveland) | 10 |
| Andrew J. Medellin | 2 | 7 | Cedar Creek (500 N. Westberry) | 25 |
| | | 7 | Casa de Dallas (1712 Howard Rd (front of Apt #15) | 15 |
| | | 5.02 | Santa Bonita (140 Santa Bonita Street) | 15 |
| | | 5.02 | Madera Bible Church (124 Walnut Ave) | 25 |
| | | 5.02 | Madera Family Apts. (781 Milano Ln.) | 30 |
| | | 5.02 | Saint Mary Ave (795 Saint Mary Ave) | 10 |
| | | 5.02 | New Harvest Church (518 Noble St. #114) | 100 |
| | | 7 | Capistranos (2942 Oak St.) | 10 |
| | | 7 | S. Berry Dr (1180 S. Berry Drive) | 25 |
| | | 7 | South Creek Drive (middle of the street) | 10 |
| Will Oliver | 3 | 7 | Ironwood (2373 Ironwood Way) | 25 |
| | | 7 | Fillmore (1919 Fillmore Ave) | 15 |
| | | 7 | Jefferson (1576 Jefferson) | 10 |
| | | 6.02 | Sonora (corner of Sharon & South) | 25 |
| Derek O. Robinson | 4 | 6.01 | Lacreta Corner of Lacreta Ave and Jericho Drive) | 60 |
| | | 6.01 | Kennedy Housing (1034 E. Kennedy St.) | 40 |
| | | 6.01 | Laguna Way (1179) Laguna Way | 15 |
| Charles Rigby | 5 | 7 | Parks Loop (201 Redwood Drive) | 20 |
| | | 8 | New Generation Church (119 N. B Street) | 15 |
| | | 9 | Mt Zion Missionary Baptist Church (332 Wallace Ave) | 40 |
| | | 9 | Knox Housing (337 Knox Ave) | 40 |
| | | 9 | Malone Housing (316 Malone Street) | 20 |
| | | 9 | Vista Del Sierra (corner of Sunrise & Drysdale) | 20 |
| Donald E. Holley | 6 | 9 | Sierra Vista School (917 E. Olive Ave) | 35 |
| | | 5.02 | San Ramon (San Ramon & Valencia Ave) New Parkwood | 45 |
| | | 5.02 | Stanford (1049 Stanford Avenue) New Parkwood | 10 |

National Night Out 2015





1C. Graffiti Multi Agency Collaborative

The Graffiti Multi Agency Collaborative is a group of agencies and organizations that meet once a month to review and develop strategies on the negative impact that graffiti has on the city and county. Each organization has a key involvement because without one agency this program cannot continue to be successful.

The following is a list of those participants of the Graffiti Multi Agency Collaborative:

California Highway Patrol
Madera Police Department
Parks and Community Services
Building Department
Chamber of Commerce
District Attorney
MUSD
Farm Bureau
Cal Trans
Neighborhood Revitalization Dept

Public Works
Solid Waste Department
PG&E
Probation
MID
County RMA
Mid Valley Waste System
City Attorney
Chowchilla PD

1D. Anti- Graffiti Efforts

Staff from the Neighborhood Outreach Program have been involved at community events such as Madera District Fair, Pomegranate Festival, Neighborhood Watch meetings, and school presentations to promote community involvement on the negative impact graffiti has on the city and county. The Anti-graffiti program has drawn citizen support consisting of 1,801 empowered citizens who have committed themselves to removing graffiti within their neighborhoods with their issued graffiti kits. Approximately 2,001 graffiti kits have been distributed within the city.





1E. Love Madera

Love Madera is a community service initiative led by the Madera Ministerial Association to garner the support and service of Madera residents to give back to their community through various community service projects. Currently Love Madera is going through leadership changes and will elect a new coordinator for the program.

At the end of last year, and going into this year, Love Madera leadership has been working on a new initiative called the "Curb Stripe Campaign". Put simply, the initiative is designed to create a platform for residents in the City of Madera to explicitly show their support to law enforcement and emergency first-responders. They do that by allowing volunteers of the Love Madera program to come into their neighborhood and paint a blue stripe, with a red one in the center, representing their support for our Police officers, Sheriff officers, California Highway Patrol officers, fire fighters, and emergency first-responders. The concept is catered locally, but the message is universal for law enforcement and first-responders across the United States. Currently, the initiative is still in its infancy phase. The implementation has been planned to begin in March 2016, but may be pushed back to April or May.



An example of the curb stripe

For more information about Love Madera, please visit their Web site at: <http://lovemadera.com/>

Parents for Students Success

Parents for students success is an initiative designed to improve students' academic performance, particularly their reading, writing, and math skills, through mobilizing and encouraging parents to volunteer at their local schools. Parent's assistance will help teachers in their endeavors to enhance their students' academic performance through giving the teacher more time to spend with students who struggle academically. We are trying to mobilize parents and educate them about available resources for their children's academic improvement and development.

Objective

- Implement an easy application process for parents to become volunteers;
- Provide more educational workshops for parents;
- Mobilize and encourage parent engagement in local schools; and
- Improve students' academic success by having more adults in classroom.

Outcome

- Increase parental engagement;
- Increase school volunteers;
- Increase students' test score;
- Enhance students' reading, writing, and math skills;
- Provide a self-sustaining discipline for community service; and
- Work with minorities who express interest in engaging at their local school, or the school their child is attending.

VOLUNTEER

Recruiting Volunteers!

Madera Neighborhood Outreach staff will be conducting surveys at schools that are in need of volunteers to help improve students' academic performance. We are looking for bilingual volunteers that will help conduct the surveys with them. Please help us reach out to our community

Participant Orientation

Tuesday, December 8, 2015 1:30 pm
428 East Yosemite Avenue
Conference Room

Surveys will be conducted on

Wednesday, December 9 at 7:30 am & 2:00 pm at Monroe School
Thursday, December 10 at 7:30 am & 2:00 pm at Millview School
Friday, December 11 at 7:30 am & 2:00 pm at Sierra Vista

For more information please contact:
Yuliana Franco
yfranco@cityofmadera.com
(559) 661-2852



Parent for Students Success Workshop and Volunteer Capacity Survey

Address (optional) _____
Telephone: _____

Number of children that attend school? _____

Number of children that do not attend school? _____

Name of school/s your child ren attend? _____

a) Do you have access to Email? No: _____
Yes: Email _____

What is the process through which you receive information from school regarding your child?

- a) Newsletter
- b) Email
- c) Parent teacher meetings
- d) School Website
- e) Telephone

Have you previously attended any parent workshops?

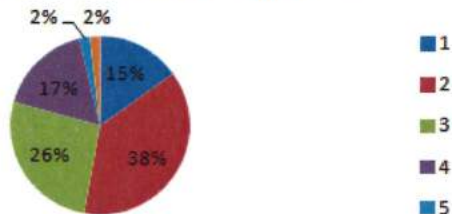
- b) No: Why? _____
- c) Yes: Name the workshop's 1. _____
2. _____
3. _____

What parent workshop topics would you suggest be offered in the future? _____

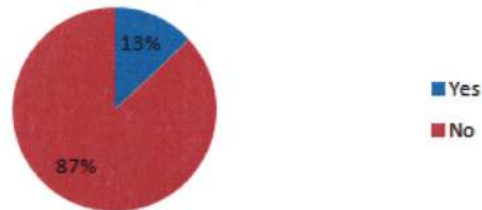
Do you currently volunteer?

- a) No: Is childcare an issue? Yes _____ No _____
1. Are you interested in volunteering at a school? _____
2. How would you like to help? _____
- b) Yes: Where do you volunteer? _____
What is your volunteer role? _____

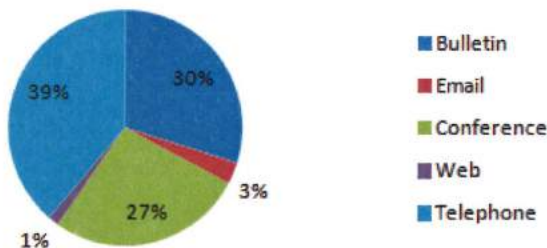
How many children does each family have?



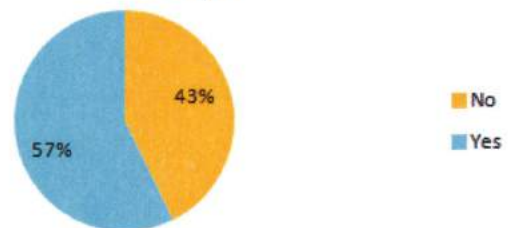
How many parents have an email?



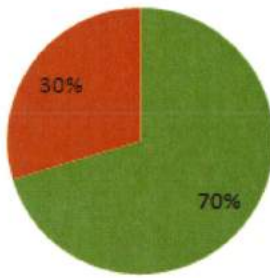
How do families receive information?



Have you previously attended any parent workshops?

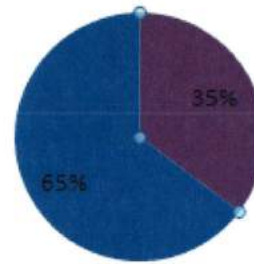


Do you volunteer?



■ No
■ Yes

Is childcare an issue?



■ No
■ Yes

Parents for Students Success



Adopt-A-School program

The Adopt-A- School Program was established to encourage businesses, community, and religious organizations to help improve student academic achievement and provide an outlet where children could interact with positive role models. These role models comprise former teachers, retired business owners, or any other interested party. Once they pass the background check, they are assigned to their nearest school and to a teacher to help teachers in the classroom with homework, small groups projects, one-on-one interactions, or reinforcing what the teacher's lesson was for the day. The children feel safer and appreciate what these volunteers are doing for their community and their school.

Picture a city where every child feels safe and valued and is surrounded by reliable adults who model positive values. The Madera Adopt-A-School program represents a tremendous opportunity to positively affect the lives of students, teachers and volunteers. The Adopt-A-School program provides the opportunity to mobilize an army of volunteers who will be inspired by their ability to make a difference. Volunteers will see an immediate, measurable difference in the appearance of the school, the morale of the students and teachers, the grades of the students, and in the state proficiency scores. Ways that individuals will help will be by one on one mentoring, beautification projects, donating items and class room volunteers. Individuals must commit for a specific period of time. Why Adopt a School? To make a difference in a child's life; to support teachers and staff; to help schools meet the needs of their student; and to get to know your community.

Objective

- Presentations/speaking engagements: Provide community education and awareness of the Adopt-A-School program and services available.
- Encourage community involvement and participation.
- Implement a system for new volunteers.
- Identify a program facilitator: monitor the progress and make sure that the participation in the schools is consistent.
- Provide marketing brochures, flyers, and program/services literature. Establish a strong presence and develop community relations.

Outcome

- Increase parental engagement
- Increase school volunteers
- Increase students' test score
- Enhance students' reading, writing, and math skills
- Provide a self-sustaining discipline for community service
- Work with minorities who express interest in engaging at their local school, or the school their child is attending
- Give retired individuals an opportunity window to voluntarily tutor at a school and helping students who require more academic attention.

Picture a city where every child feels safe and valued and is surrounded by reliable adults who model positive values. The Adopt-A-School program represents a tremendous opportunity to positively affect the lives of students, teachers and volunteers.



Why Adopt a School?

- To make a difference in a child's life
- To support teachers and staff
- To help schools meet the needs of their students
- To get to know your community

The Adopt-A-School program provides the opportunity to mobilize an army of volunteers who will be inspired by their ability to make a difference. Volunteers will see an immediate, measurable difference in the appearance of the school, the morale of the students and teachers, the grades of the students, and in the state proficiency scores.

Program Orientation

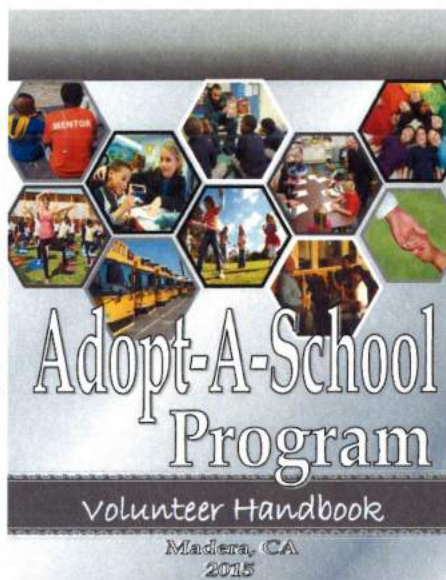
Date: February 11th
Time: 12:00 PM
Lunch will be provided
Place: 428 East Yosemite Avenue
Conference Room

Who can participate ?

Individuals
Faith-based Organizations
Community Groups
Service Clubs

For more information contact:

Yuliana Franco (559) 661-2852
yfranco@cityofmadera.com
Saleh Alhomedi (559) 661-5111
salhomedi@cityofmadera.com



Volunteer Packet for Individuals with the Ministerial Association

DATE: _____
NAME: _____
SITE: _____

POSITION: VOLUNTEERS

RE: REQUIRED VERIFICATION/FORMS

The following items are required from all volunteers upon hire.

1. Volunteer Application
2. TB Verification. Verification of freedom from Tuberculosis will be required before first date of hire.
Photo. For identification purposes it will be placed in your personnel file.
(California Driver License & California ID)
4. Fingerprints Clearance
DOJ: _____ FBI: _____

Volunteer Status: () Field Trip () Overnight Chaperone () Classroom Asst.
() Playground Asst. () Other

Prints on File: () Yes () No - Dates: _____

TB on File: () Yes () No - Dates: _____

Megan's Law Verifications: () Yes () No - Dates: _____

6/10/13 pss



Madera Unified School District

Adopt-A-School Volunteer Procedures

The Madera Unified School District welcomes parents and community members who wish to volunteer their time and services on behalf of our students.

All volunteers who may have contact with students for a significant period of time or on a recurring basis, must be fingerprinted. Fingerprints will then be submitted to the Department of Justice ("DOJ") for a criminal background check. Such persons will not be permitted to volunteer until after they have been fingerprinted and have received DOJ and FBI clearance.

Volunteers with the Ministerial Association have their fees provided by the Madera Police Department. Persons wishing to volunteer for a particular school field trip or event are encouraged to be fingerprinted promptly, as the clearance process can take up to three weeks or more.

The District will only accept volunteers who have completed the following process:

1. Each applicant must obtain a Volunteer Application Form. The Volunteer Application Form is available at the site in which you will be volunteering or the District Human Resources Department located at 1902 Howard Road. Applicants may contact the MUSD Human Resources Office at 675-4500 ext. 277 with any questions.
2. Each applicant must take the completed Volunteer Application Form to the District Human Resources Department.
3. Each applicant must submit a current TB skin test (within the last 60 days). Additionally, if you have tested positive for TB in the past and have a chest X-ray that clears you for TB, this will also suffice.
4. Volunteer application form.

If you have any questions regarding the fingerprinting process, please contact the school at which you seek to volunteer for more information.

08.11.2013kg

SCORE Group

SCORE is a nonprofit organization that works with small business owners and aspiring business owners. Its purpose is to be Counselors to America's Small Business. They offer low to no cost workshop. They work with community partners to provide these workshops in their home town. They start by hosting business roundtables that lead to recruiting volunteers. SCORE would not be possible if it wasn't for its dedicated volunteers. Volunteers are successful and experienced executives and entrepreneurs that will help them reach a "go or no-go" decision for starting a business. The goal is to get small business to make a smart start. The workshops offered are called Simple Steps Series. They are taught in English and Spanish by professionals in that industry. The Classes consist of Business Basics, Business Concept, Marketing Plan, Financial Projections, Funding & Next Steps and a Bonus Session, Ask the Experts. The SCORE simple steps series workshops will help them; Define and evaluate their ideas, Develop a marketing strategy, Identify the best ways to fund their startup, Turn their idea into action with tools and templates, Get useful and helpful mentoring sessions and Connect with other entrepreneurs. Overall SCORE has been proven to help small business owners begin their journey for small business success.

Objective

- To provide easy to follow workshops for our local merchants;
- Identify local resources that cater to helping small businesses;
- Reach out to diverse business owners to provide educational assistance; and
- Recruit local successful business owners that can help mentor aspiring entrepreneurs in their field.

Outcome

- To successfully teach classes on business basics, business concept, marketing plan, financial projections, and funding & next steps;
- Increase of revenue in struggling business;
- Increase Job opportunities; and
- Increase awareness of local resources.



Agenda

- ✓ Meet our Resource Partners
- ✓ SCORE Resources - Open to the Public
- ✓ SCORE Today for Volunteers

Community Outreach/ Partnership
On-boarding New Volunteers

October 28, 2015 - 11 am to 1 pm
Box Lunch Provided

Location: Madera Redevelopment Agency
428 E. Yosemite Ave Madera, CA 93638



RSVP REQUIRED
Limited Seating



Our Community Supporters



Community Partnership

Community Partnership is collaboration between individuals and organizations working together to increase residents attendance during community resource events. It consists of public, private, and non-profit parties that have an interest to provide services to the public and educate the public about the existence of these services. The community Partnership contributes to strengthening the impact of our community education, public outreach, and advocacy programs. We keep daily communication by utilizing an easy to use project

management software application called "asana". We are able to post flyers of our events on it and share them with other agencies, which they then pass on to their clientele. It is an easy way to have a local community partner for all of our events. The application also gives us freedom to have instant

communication.

Our community partnership will be putting together two large annual projects. This will bring community awareness of all of the resources available to all of our community residents.

Objective

- Identify local agencies that offer community resources;
- Create a collaborative environment and a chance to get to know and network with new partners;
- Foster an environment of mutual learning and understanding of members' strengths, assets and limitations;
- Provide credibility that may come from working with other partners;
- Foster sharing of resources and creative ideas to bring more community awareness to resources that each agency offers; and
- Reduce overlapping of community events

Outcome

- To successfully work together to increase community awareness of local events;
- Increase resident turnout at local outreach events;
- Increase awareness of local resources; and
- To create bigger and better events.

Seventh Annual Homeless Awareness Day

Our outreach team was involved in the Madera County Community Action Partnership's homeless awareness committee. This year, the event took place on November 20, 2015. This was an important engagement, because our outreach team has documented concerns residents expressed during neighborhood watch meetings. These concerns revolved around vagrants and homeless persons that intrude onto their front or backyards in search of recyclable items. The team hoped to acquire a better understanding of this issue and engaged directly with homeless persons. That day, we passed out over 150 hygiene kits and took stock of where they stay and heard some of the challenges that drove them to their current state of condition. This endeavor was and remains an extraordinary one for our Neighborhood Watch Program and revitalization efforts. Homeless persons have been the subject of concern in many other areas and our department is working to help address such concerns.



REPORT TO THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: February 10, 2016
AGENDA ITEM NUMBER: 5A

APPROVED BY:


For: Executive Director

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

Summary: The Successor Agency will consider a resolution approving an Agreement with Blair, Church & Flynn in an amount not to exceed \$51,200.00

HISTORY/BACKGROUND

The Riverwalk Drive improvement project began long before dissolution. In December of 2008 Blair, Church & Flynn entered into an agreement with the Agency for the design of the subdivision and street improvements. The design process was put on hold during dissolution process, subsequently restarted, completed in December 2015 and construction of the Riverwalk Drive Improvement project was awarded at the Agency January 13, 2016 meeting.

SITUATION

Blair, Church & Flynn has submitted a proposal for additional surveying, construction services and staking. This action is on the approved ROPS line item 66.

RECOMMENDATION

Staff recommends the Successor Agency adopt the resolution approving the Agreement with Blair, Church & Flynn in an amount not to exceed \$51,200.00

JET:cm

Attachments:

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

RESOLUTION NO. SA

RESOLUTION OF THE SUCCESSOR 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 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, pursuant to the CRL, the Agency is a body corporate and politic; and

WHEREAS, the CRL authorizes the Agency to assist in the elimination of blight within the Madera Redevelopment Project Area; and

WHEREAS, the Agency is in need of engineering construction surveying 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.

NOW, THEREFORE, THE SUCCESSOR 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 Agency to the former Madera Redevelopment Agency of the City of Madera this 10th day of February 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Poythress, Mayor

ATTEST:

Claudia Mendoza, Secretary

Approved as to Legal Form:

Brent Richardson, General Counsel

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

This Agreement made and entered into this 10th day of February, 2016, between the Successor 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 construction surveying services.
- c. Agency has determined that BC&F is a firm having the necessary experience and qualifications to provide construction 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 construction 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 construction services ("Services") required pertaining to the River walk Drive Improvement "Scope of Services", on Task 1 thru 2 of the proposal, dated January 21, 2016, 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 \$51,200.00. 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 90 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 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 AGENCY to the former
Madera Redevelopment Agency

By: _____
Robert Poythress, Mayor

BLAIR, CHURCH & FLYNN

By: _____
Jeff Brians, Principal

APPROVED AS TO FORM:

By: _____
Brent Richardson, General Counsel

ATTEST:

By: _____
Claudia Mendoza, Recording Secretary

Les Jorgensen
City of Madera
205 West 4th Street
Madera, CA 93637

January 21, 2016
File No. 208-0541
Phase STK

Subject: **Professional Services Proposal
Riverwalk Drive Improvement Project (Central and B Streets)
Construction Staking (Revised)**

Dear Les:

Blair, Church & Flynn is pleased to present this construction surveying services proposal for the Riverwalk Drive Improvement project.

Project Understanding

The Riverwalk Drive Improvement project is nearing construction and you have requested that we prepare a proposal to provide construction surveying for the project. This proposal is broken into three different tasks.

The first task is for providing the construction surveying services requested in the e-mail from you to Jeff Brians on January 5, 2016, a copy of which is attached as Exhibit B.

The second task is for providing the construction surveying services for the proposed improvements. In general, construction staking will be provided for the construction of the roadway improvements and underground utilities. While you did not specifically request these services from us, it is our understanding that the City will be providing these services to the Contactor and we would like to offer our services to provide this work.

The third task is to attend bi-weekly construction meeting during the course of construction, as requested.

These three tasks are explained in more detail below.

Scope of Services

I. Task One – City Requested Items (See Attached Exhibit B)

A. Demolition Limits

1. The limits of demolition will be located to delineate the removal limits of the existing improvements along the Fresno River on the north side of the proposed Riverwalk Drive

B. Right-of-Way line along Riverwalk Drive

1. The Right-of-Way between Stations 18+50 and 20+00 will be staked at 10-foot intervals to allow the City's tree arborist to trim the tree on the south side of the proposed Riverwalk Drive

C. Roadway Grading

1. Once the roadways have been cut and compacted, the subgrade elevation of the roadway (bottom of base rock layer) will be confirmed at 100-foot cross sections to determine contract compliance
2. Once the base rock material has been placed and compacted, the elevation of the top of the base rock layer (bottom of asphalt concrete layer) will be confirmed at 100-foot cross sections to determine contract compliance

D. Street Intersection Monumentation

1. Staking will be provided to locate the street centerline intersections at Station 10+00 North C Street (intersection C Street and Central Avenue) and at Station 27+20+/- North A Street (intersection of A Street and Central Avenue). These locations will be staked prior to the date of the Contractor's Notice to Proceed.

E. Centerline Monumentation

1. After the Contractor completes the street paving operations for the project, the centerline monuments for all beginning and end of curves will be located and set

F. As-Built Plans

1. Once construction is completed, using the contractor's as-built plans with Construction Change Orders noted and the City's mark-up set, as-graded elevations will be collected at the following locations to be included in the final as-built plans
 - a) Flowline elevations of storm drain pipelines, inlets, and manholes

II. Task Two – Construction Surveying Services (Additional Services Not Requested)

A. Roadway Construction

1. The top of curb elevations will be provided for the rough grading of the street improvements. These elevations will be used to establish the centerline asphalt elevation for the roadways. Staking shall be provided at 25-foot intervals.
2. The top of curb elevations will be provided for the final finish grading of the curb and gutter. These elevations will be used to construct the street improvements.

B. Utility Staking

1. Staking will be provided at 50-foot intervals along the pipeline and angle points for the water main construction
2. Staking will be provided at 50-foot intervals along the pipeline and angle points for the storm drain main construction

Services Outside of Scope

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

1. Preparation of Stormwater Pollution Prevention Plan (SWPPP)
2. Field boundary surveys, property corner surveys or preparation of record of surveys
3. Daily construction inspection and testing
4. Payment of fees
5. Acquisition of encroachment permits

Professional Services Fee

Blair, Church & Flynn will provide the engineering services described in the above Scope of Services on a customary **time and materials basis**, according to the Fee Schedule shown in Exhibit A, with not to exceed amounts broken down as follows per each task:

| | | |
|-----|---------------------------------|-----------|
| I. | City Requested Items | \$ 29,400 |
| II. | Construction Surveying Services | \$ 21,800 |

Schedule

We are prepared to begin work on this project immediately upon acceptance of this proposal and issuance of a notice to proceed. Please contact me directly at (559) 326-1400 when you are ready to proceed.

Closing Remarks

Thank you for the opportunity to provide this proposal to you. We enjoy working with the City of Madera and look forward to continuing our relationship. 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

Exhibit A: Professional Services Fee Schedule

General Prevailing Wage 2016

| <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 |
| 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 |
| 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 |

EXHIBIT B

Frank Sen

From: Les Jorgensen [ljorgensen@cityofmadera.com]
Sent: Tuesday, January 05, 2016 8:27 AM
To: Jeff Brians
Cc: Bob Wilson; Jerry Martinez
Subject: FW: Riverwalk construction services by Blair-Church-Flynn

Good Morning Jeff,
Bob has asked me to handle this for him.
Please prepare a cost proposal for the services listed below.
Bob will prepare an amendment to agreement, if needed.
The contractor's Notice to Proceed date is January 25.
If you have any questions, contact me or Jerry.
Les

From: Les Jorgensen
Sent: Tuesday, December 15, 2015 10:03 AM
To: Bob Wilson
Cc: Keith Helmuth; Jerry Martinez
Subject: Riverwalk construction services by Blair-Church-Flynn

Hello Bob,
I have reviewed the amendments to agreement that specify the design and construction services to be provided.
The second amendment list the services that are outside the scope of the agreement. Of the 10 listed services not included, only one is needed and that is construction staking & surveys.

The specific services needed are:

1. Staking the limits of demolition along the riverbank.
2. Staking the new R/W line between Sta. 18+50 and 20+00 at 10' intervals. Necessary for tree trimming by City's Arborist Contractor.
3. Confirmation surveys of contractor's final grade, at 100' intervals, for subgrade, subbase, and base.
4. Set street intersection monuments at Station 10+00 and at Station 27+20+ (centerline of Central Ave.) prior to contractor's Notice to Proceed.
4. Set centerline monuments at all BC's and EC's and "B" Street intersection after contractor completes street paving.
5. Prepare As-built Plans using Contractor's and City's marked-up sets.

Please prepare an amendment to their agreement for these services ASAP. Thanks.

The four construction services included in the second amendment to agreement will be used as needed. We will let you know when these services are used.

Les

REPORT TO THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: February 10, 2016
AGENDA ITEM NUMBER: 5B

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving an Agreement with BSK Associates for Professional On-Demand Services for Construction Materials Testing Services for Riverwalk Drive Improvement Project City of Madera Project No. ST 10-03 and Authorizing the Mayor to Execute the Contract on Behalf of the Successor Agency

Summary: The Successor Agency will consider a resolution approving agreement with BSK Associates for the amount of \$15,400.00

HISTORY/BACKGROUND

The proposed agreement with BSK Associates is for providing on-demand construction materials testing services during construction of the project. The agreement is in the amount, not to exceed, \$15,400.00. The project funding is included in the approved ROPS 15-16B line item #66 Successor Agency Budget. It is staff's recommendation that the agreement be approved.

DISCUSSION:

On December 9, 2015, the Successor Agency awarded a contract for the construction of the Riverwalk Drive Improvements Project. The work in general consists of constructing Riverwalk Drive a new street that will serve the proposed Redevelopment Agency's planned development of the existing neighborhood. Portions of A Street and C Street will also be reconstructed.

The agreement for the inspection and testing services is in the amount of \$14,000.00 with an extra services amount of \$1,400.00 to be approved by the City Engineer if additional funding is necessary to address the construction materials testing requirements not originally anticipated. The actual cost of services will be paid according to the agreed prices in Exhibit "A" Fee Schedule included in the agreement.

The consultant is certified to provide the testing services as required for all of the required construction.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 121.8 – Upgrade the City's street circulation capacity by construction of a new street Riverwalk Drive connecting A Street, B Street and C Street.

Strategy 126.0 – This project supports the Strategy Action 126 for providing clean attractive streets that are safe and aesthetically pleasing and also supports the delivery of infrastructure to support economic growth, consistent with the principles outlined in the Vision Action Plan.

Strategy 126.6 – The project includes installation of sidewalks and ADA ramps.

RECOMMENDATION

Adoption of a Resolution:

- a. Approving agreement in the amount of \$15,400.00 to BSK Associates
- b. Authorizing the Mayor to execute the contract on behalf of the Successor Agency.

Attachments:

- Resolution (Agency)
- Agreement
- BSK Contract Exhibit

RESOLUTION NO. SA 16-__

A RESOLUTION OF THE CITY OF MADERA, CALIFORNIA, SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY APPROVING AN AGREEMENT WITH BSK ASSOCIATES FOR PROFESSIONAL ON-DEMAND SERVICES FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR RIVERWALK DRIVE IMPROVEMENTS PROJECT, CITY PROJECT NO. ST 10-03 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera, as Successor Agency of the Former Madera Redevelopment Agency has awarded a construction contract for the; Riverwalk Drive Improvements Project, City Project No. ST 10-03, and

WHEREAS, approved funding for project construction is programmed in the Successor Agency's 15-16B ROPS line item 66, and

WHEREAS, the construction Materials testing Services by a certified engineering firm is required for the successful construction of the Project; and

WHEREAS, BSK Associates has the particular skills to perform the necessary services and the Agency desires to utilize BSK Associates, and

WHEREAS, the Agreement with BSK Associates for Construction Materials Testing Services is recommended for approval.

NOW THEREFORE, THE SUCCESSOR AGENCY, HEREBY, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Agreement with BSK Associates, Inc., for Construction Materials Testing Services for an amount not to exceed \$15,400, a copy of which is on file in the office of the Successor Agency Secretary and referenced to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * *

**AGREEMENT FOR PROFESSIONAL ON-DEMAND SERVICES FOR
CONSTRUCTION MATERIALS TESTING SERVICES FOR RIVERWALK
DRIVE IMPROVEMENTS PROJECT, CITY PROJECT NO. ST 10-03**

THIS AGREEMENT, made and entered into this 10th day of February, 2016 between the City of Madera, as Successor Agency of the Former Madera Redevelopment Agency, herein after called "AGENCY", and BSK Associates, Inc., hereinafter called "ENGINEER".

WITNESSETH

WHEREAS, AGENCY plans to construct the Riverwalk Drive Improvements Project, City Project No. 10-03, hereinafter called "the Project"; and

WHEREAS, AGENCY needs the services of the **ENGINEER**, for the Construction Materials Testing Services of underground pipeline systems, installation of curbs, gutters, sidewalk and wheel chair ramps, roadway construction as specified in the Caltrans Construction Manual and Materials Testing Manual and City of Madera "Quality Assurance Program" approved by Caltrans on May 19, 2014; and

WHEREAS, ENGINEER is qualified and licensed to provide the required professional quality assurance and acceptance testing services required by Caltrans and **AGENCY** desires to hire **ENGINEER** for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF ENGINEER:

AGENCY hereby hires **ENGINEER** to provide on-demand quality assurances and acceptance testing services for construction of Riverwalk Drive Improvements Project, City Project No. 10-03, to support **AGENCY** as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in Section 2 – Scope of Work.

2. SCOPE OF WORK:

ENGINEER shall provide the professional on-demand quality assurance and acceptance testing services for quality control management of roadway construction, roadway materials and pipeline(s) installations set forth in EXHIBIT A – FEE SCHEDULE and EXHIBIT B – for CONSTRUCTION MATERIALS TESTING SERVICES, attached hereto and incorporated herein by reference. **ENGINEER** shall comply with all Caltrans and City of Madera construction engineering and inspection standards and requirements.

3. RESPONSIBILITIES:

The City Engineer shall be the Responsible Engineer in charge of the Project. The **ENGINEER** shall report to the City's Construction Manager/Resident Engineer for the Project or other construction managers as designated by the **AGENCY**. The **ENGINEER'S** responsibility will only be related to the quality assurance and acceptance testing services of roadway construction, roadway materials and pipeline(s) installations for the Project.

4. COMPENSATION:

The **ENGINEER** shall be reimbursed for actual costs based on hourly billing rates that include labor wages, employee benefits, overhead and net fee/profit and be reimbursed for direct costs for supplies, travel/mileage and printing reports and for actual materials testing lab cost for the total estimated amount of Fourteen Thousand Dollars (\$14,000). The reimbursement for actual costs shall be paid at the hourly billing rates and itemized rates set forth in the **ENGINEER'S FEE SCHEDULE, EXHIBIT "A"** – attached here to and incorporated herein by reference.

AGENCY and **ENGINEER** agree that the hourly rates in EXHIBIT "A" shall remain in full force and effect through July 31, 2016. It is understood and agreed by both parties that all expenses incidental to **ENGINEER'S** performance of services and deliverables to be reimbursed are included in Other Direct Costs listed in the Cost Proposal. There shall be no compensation for any type of equipment purchase.

AGENCY and **ENGINEER** mutually agree that the on-demand quality assurance and acceptance testing services may change due to the contractor's schedule and selection of vendors and differing conditions encountered during construction. Therefore, the final compensation may be more or less than the **ENGINEER'S** estimated cost. However, the **ENGINEER** shall not be entitled to compensation for any expenses exceeding \$14,000 unless the parties enter into an approved amendment to this agreement which provides for such compensation.

5. COST PRINCIPLES AND PAYMENT:

Allowable elements of cost shall comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Also, compliance with the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments is required.

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of **ENGINEER'S** monthly invoices for the work performed as specified herein. **ENGINEER'S** invoice shall specify the billed hours and hourly rates for each employee classification. A summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component.

The Cost Proposal is subject to an audit or Certified Public Account (CPA) Indirect Cost (Overhead) Audit Work Review. The Cost Proposal shall be adjusted by the **ENGINEER** and

approved by the **AGENCY** to conform to the Workpaper Review recommendations or audit recommendations. The **ENGINEER** agrees that the individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the **AGENCY** at its sole discretion. Refusal by the **ENGINEER** to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs including the fixed fee percentage. If **ENGINEER** fails to submit the required deliverables specified in the Scope of Services, **AGENCY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of this Agreement.

ENGINEER shall submit invoices no later than 45 calendar days after the performance of work for which **ENGINEER** is billing. Invoices shall follow the format included in the **ENGINEER'S** cost proposal. Invoices shall include a detail of **ENGINEER'S** services related to the tasks listed in the Contractor's schedule. The final invoice shall be submitted within 60 days of the **AGENCY'S** acceptance of the Project. Invoices shall be mailed to the address listed in Section 28 of this Agreement.

6. EXTRA SERVICES:

Extra services not contemplated hereunder as set forth in this Agreement or for such services beyond the control of the **AGENCY** or **ENGINEER** as may be specifically requested by **AGENCY** or **ENGINEER** through the City Engineer in writing. Extra services shall be mutually agreed to and **ENGINEER** shall be compensated at the hourly rates in EXHIBIT "A", provided however, the City Engineer's authority is limited to expenditures not to exceed an additional amount of \$1,400.

7. DOCUMENTATION & DELIVERABLES:

ENGINEER shall provide to the City's Resident Engineer the appropriate documentation in a format specified in the Caltrans Construction Manual, of the work to be inspected and approved to the Resident Engineer. Such documentation and reports shall be consistent with the Caltrans Construction Manual and provided in a timely manner for the task at hand and per the contract documents.

Upon Completion and acceptance of the project by the **AGENCY**, **ENGINEER** shall deliver the original documents, files, records, drawings, final reports required by Caltrans and other documents prepared for the project.

8. AUDITS AND INSPECTIONS ACCESS:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; the **AGENCY** and **ENGINEER** shall maintain all books, documents, papers, accounting

records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement.

ENGINEER shall, upon reasonable notice and at any time during regular business hours, and as often as **AGENCY**, may deem necessary, make available to the **AGENCY**, or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. **ENGINEER** shall permit **AGENCY**, to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement. **ENGINEER** shall retain all of these documents for a period of three (3) years after final payment to **ENGINEER**.

9. LIABILITY INSURANCE:

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Service Office (ISO) form number CA 00 01 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance

ENGINEER shall maintain limits no less than:

1. General Liability (Including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Insurance: \$1,000,000 per accident for bodily injury and property damage.
3. Worker's Compensation Insurance: As required by the State of California.
4. Employer's Liability: Per accident for bodily injury or disease.
5. Professional Liability (Errors & Omissions): \$1,000,000 aggregate with a deductible not to exceed \$50,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the **AGENCY**. At the option of the **AGENCY**, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the **CITY, AGENCY**, its officers, officials, employees, and designated volunteers; or the **ENGINEER** shall provide a financial guarantee satisfactory to the **AGENCY** guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

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

1. The **CITY, AGENCY**, its officers, officials, employees and designated volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the **ENGINEER** including completed operations coverage; or automobiles owned, leased, hired or borrowed by the **ENGINEER**; and with respect to liability arising out of work or operations performed by or on behalf of the **ENGINEER** including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsements forms: 1) in the form of an additional insured endorsement to the **ENGINEER'S** insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the City for specific locations.

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

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

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

E. Waiver of Subrogation

ENGINEER hereby agrees to waive subrogation which any insurer of **ENGINEER** may acquire from **ENGINEER** by virtue of the payment of any loss. **ENGINEER** agrees to obtain any

endorsement that may be necessary to effect this waiver of subrogation.

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

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A: VII, unless otherwise acceptable to the entity.

G. Verification of Coverage

ENGINEER shall furnish the **AGENCY** with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the **AGENCY** or on other than the **AGENCY'S** forms provided those endorsements conform to **AGENCY** requirements. All certificates and endorsements are to be received and approved by the **AGENCY** before work commences. The **AGENCY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. OWNERSHIP OF DOCUMENTS:

The responsible Professional Engineer shall sign and date all construction materials inspection documents and reports and other engineering reports furnished by **ENGINEER** and, where appropriate, indicate their registration number. The documents shall be prepared in a format consistent with the Caltrans Construction Manual.

If the Agreement is terminated at any time, the **ENGINEER** shall submit all project related documents, deliverables and correspondence whether in complete form, draft form or in progress. These items will become the sole property of the **AGENCY** which may use them to complete the Project.

Upon completion and acceptance of the Project, all documents required in performing services under this Agreement shall, be submitted to, and remain the sole property of **AGENCY**.

Reuse or modifications of documents for any purpose other than as intended under this Agreement shall be at **AGENCY'S** sole risk and without liability to **ENGINEER**. **AGENCY** shall indemnify, defend and hold harmless **ENGINEER** for any claims, loss, cost or damages arising out of, pertaining to, or relate to such reuse or modification, including use of incomplete documents.

11. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical, or other data and information relative to the **AGENCY'S** operations, which are designated confidential by the **AGENCY** and made available to

the **ENGINEER**, in order to carry out this Agreement, shall be protected by the **ENGINEER** from unauthorized use and disclosure. Permission to disclose information on one occasion, or public hearing held by the **AGENCY** relating to this Agreement, shall not authorize the **ENGINEER** to further disclose such information or disseminate the same on any other occasion.

The **ENGINEER** shall not comment publicly to the press or any other media regarding this Agreement or the **AGENCY'S** actions on the same, except to the **AGENCY'S** staff, **ENGINEER'S** own personnel involved in the performance of the Agreement, at public hearings or in response to questions from a Legislative committee. The **ENGINEER** shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the **AGENCY**, and receipt of the **AGENCY'S** written permission.

12. TIME OF COMPLETION:

Based on the contractor's construction schedule, **ENGINEER'S** quality control and testing services should be completed by July 31, 2016. The final task will be the submittal of documents for the Final Report. This agreement may be extended by mutual written agreement.

13. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon thirty (30) calendar days written notice. In the event the Agreement is terminated by either party, **ENGINEER** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the City Engineer to wind up the work performed to date of termination.

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

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

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

14. APPROVAL:

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

15. HOLD HARMLESS:

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

16. RESPONSIBILITY FOR OTHERS:

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

17. PROFESSIONAL RESPONSIBILITY:

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

18. PARTIES BOUND BY AGREEMENT:

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

19. COMPLETE AGREEMENT OF PARTIES:

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

20. ASSIGNMENT WITH APPROVAL:

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

21. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by **ENGINEER** under this Agreement, it is mutually understood and agreed that **ENGINEER**, including any and all of **ENGINEER'S** officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,, employee, joint venture, fiduciary, partner or associate of **AGENCY**. Furthermore, **AGENCY** shall have no right to control or supervise or direct the manner or method by which **ENGINEER** shall perform its work and function. However, **AGENCY** shall retain the right to administer this Agreement so as to verify that **ENGINEER** 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, **ENGINEER** shall have absolutely no right to employment rights and benefits available to **AGENCY** employees. **ENGINEER** shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, **ENGINEER** shall be solely responsible and hold **AGENCY** harmless from all matters relating to payment of **ENGINEER'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 **ENGINEER** may be providing services to others unrelated to **AGENCY** or to this Agreement.

22. CONFLICT OF INTEREST

The **ENGINEER** shall disclose any financial, business, or other relationship with **AGENCY** that may have an impact upon the outcome of the Agreement, or any ensuing **AGENCY** construction project. The **ENGINEER** shall also list current clients who may have a financial interest in the outcome of the Agreement, or ensuing **AGENCY** construction project. The **ENGINEER** hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

The **ENGINEER** hereby certifies that neither the **ENGINEER**, its employees, nor any firm affiliated with the **ENGINEER** providing services on this Project, prepared the Plans, Specification, and Estimates for any construction contract included within the Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. The **ENGINEER** further certifies that neither the **ENGINEER**, nor any firm affiliated with the **ENGINEER**, will bid on any construction subcontracts included within the construction

contract. Additional, **ENGINEER** certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The **ENGINEER** warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any **AGENCY** employee. For breach or violation of this warranty, **AGENCY** shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. GOVERNING LAW:

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

25. AMENDMENTS:

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

26. COMPLIANCE WITH LAWS AND WAGE RATES:

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

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

27. ENGINEER'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of **ENGINEER** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the

corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **ENGINEER** is a duly organized and legally existing corporation in good standing in the State of California.

28. NOTICES:

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

CITY
Engineering Division

205 W. 4th Street

Madera, CA 93637

Attention: Keith B. Helmuth, P.E.

City Engineer

ENGINEER
BSK Associates

700 22nd Street

Bakersfield, CA 93301

On-Man Lau, PE, GE

Bakersfield Branch Manager

29. COVENANT AGAINST CONTINGENT FEES

The **ENGINEER** warrants that they have not employed or retained any company or person, other than a bona fide employee working for the **ENGINEER**; to solicit or secure this agreement; and that they have not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, **AGENCY** shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

30. PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING

The **ENGINEER** certifies to the best of his or hers knowledge and belief that:

1. No city, state or federal appropriated funds have been paid, or will be paid by-or-on behalf of the **ENGINEER** to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the entering into

of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any state or federal contract, grant, loan or cooperative agreement.

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

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The **ENGINEER** also agrees by signing this document the he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

31. CERTIFICATIONS

The Exhibits and Certifications listed on the ATTACHMENTS page, incorporated herein and attached hereto, are a part of this agreement.

32. SOLE AGREEMENT:

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

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IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera, as Successor Agency to the
Former Madera Redevelopment Agency,
Herein Called **Agency**

By: _____
Robert L. Poythress, Mayor

APPROVE AS TO FORM:

J. Brent Richardson, General Counsel

ATTEST:

Claudia Mendoza, Recording Secretary

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

ATTACHMENTS

EXHIBIT A **SCOPE OF SERVICES & FEE ESTIMATE**

Exhibit A - Project: City of Madera - Riverwalk Drive Improvements Project

Cost Estimate

| | Hours/Item | Rate | Cost | Subtotal |
|--|------------|-------|---------------------------------------|-----------------|
| Field Work | | | | |
| Subgrade Soil Compaction Testing_Roadway & Sidewalk Native | 30 | \$85 | \$2,550 | |
| Subgrade Soil Compaction Testing_Roadway Aggregate Base | 16 | \$85 | \$1,360 | |
| Subgrade Soil Compaction Testing_Storm Drain & Water Main Trench | 50 | \$85 | \$4,250 | |
| Subgrade Soil Compaction Testing_Irrigation Trench | 16 | \$85 | \$1,360 | |
| Reinforced Concrete Inspection | 4 | \$85 | \$340 | |
| Concrete Sampling | 8 | \$85 | \$680 | |
| Sample Pick Up | 8 | \$85 | \$680 | |
| | | | Subtotal | \$11,220 |
| Laboratory Testing | | | | |
| Soil Maximum Density (CT 216) | 10 | \$130 | \$1,300 | |
| Compressive Strength of Concrete Sample | 1 | \$65 | \$65 | |
| Native Soil_R-Value | 1 | \$154 | \$154 | |
| | | | Subtotal | \$1,519 |
| Office Work | | | | |
| Report Preparation by Clerical Staff | 14 | \$50 | \$700 | |
| Report Review by Engineer | 7 | \$125 | \$875 | |
| | | | Subtotal | \$1,575 |
| | | | Estimated Fee | \$14,000 |
| | | | Estimated fee with Contingency | \$15,400 |

We did not account for delays for which we have no control, such as, but not limited to, retests, contractor schedule, contractor means and methods, or number workers on contractor crew. We will separate retests and reinspections on our invoices.

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

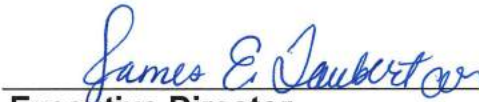
BOARD MEETING OF: February 10, 2016

AGENDA ITEM NUMBER: 6A

APPROVED BY:



Business Manager



Executive Director

Subject: Discussion Regarding the Targeted Rehab Program and Seeking Direction to Staff as to Implementation of the Program

Summary: The Agency Board will be provided with elements of a proposed Targeted Rehab Program to be funded with Successor Housing Program Income and Bond Funds.

HISTORY / BACKGROUND

The Redevelopment Agency previously implemented the Exterior Home Improvement Grant Program that targeted households that benefited from exterior home improvements. The improvements were funded through a grant to those households that qualified as income eligible and agreed to execute affordability covenants. While this program was a success, it did not help properties suffering from aging interior issues leaving many home interiors in a state of deterioration.

SITUATION

The proposed Targeted Rehab Program is designed to attract both rental and owner-occupied housing units. The focus will be on smaller targeted areas that are in a state of decline. Each targeted area will be evaluated on a unit-by-unit basis to define the deterioration. The survey will identify specific needs within the targeted area that will arrest deterioration which the program will then address.

Properties and occupants must meet income guidelines and/or affordability requirements. Neighborhood Revitalization and Agency staff will work with homeowners to determine project eligibility and to identify qualified contractors to perform the work. The loans will be issued by the Successor Housing Agency on a first-come, first-served basis until the funding is exhausted. Total funding available is \$300,000 per fiscal year. Individual loans will be capped at \$15,000 per household.

Applications will be processed based on:

1. Proof of household income and housing cost,
2. Severity of need for repair or replacement, and
3. Degree of blight reduction

Priorities for improvements will include, but are not limited to the following:

1. Repairs/improvements to mechanical, heating, plumbing and electrical systems
2. Repair of code violations/health and safety issues
3. Roofing
4. Painting
5. Landscaping
6. Energy conservation
7. Improvements to household security, including fencing and gates
8. Improvement and modifications for physically disabled persons

Loans up to the amount of \$15,000 per household will be available based upon the following terms:

OWNER-OCCUPIED UNITS

1. Owner-occupied units that qualify for and record affordability covenants will have their loans converted to a grant, otherwise
2. 67% of the interest-free loan will be required to be repaid in monthly payments for five years.
3. A balloon payment for the remaining amount of the loan is due at the end of five years. The balloon payment may be forgiven if the following two conditions are met:
 - a. All previous payments were made on time per the terms of the agreement.
 - b. Property must remain free of any code violations resulting in administrative citations for a period of ten years.
4. A deed will be recorded against the property title to secure the loan.

RENTAL UNITS

1. 75% of the interest-free loan will be required to be repaid in monthly payments from one to five years depending upon the loan amount.
2. A balloon payment for the remaining amount of the loan is due at the end of the monthly payment stream. The balloon payment may be forgiven if the following two conditions are met:
 - a. All previous payments were made on time per the terms of the agreement.
 - b. Property must remain free of any code violations resulting in administrative citation for a period of ten years.
3. A deed will be recorded against the property title to secure the loan

RECOMMENDATION

Staff recommends the Successor Housing Agency Board direct staff to implement the Targeted Rehab Program.