

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 14, 2015
6:00 p.m.

City Hall
Council Chambers

1. CALL TO ORDER – CLOSED SESSION

Mayor/Housing Authority Commissioner Robert Poythress opened the Closed Session portion of the Special Meeting of the City Council, 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
Council Member/Chairperson Donald E. Holley
Council Member/Vice-Chairperson Derek O. Robinson Sr.
Council Member/Commissioner Sally J. Bomprezzi
Council Member/Commissioner Andrew J. Medellin
Council Member/Commissioner Charles F. Rigby arrived after roll call at 6:32 p.m.

Absent: Mayor Pro-Tem/Commissioner William Oliver

PUBLIC COMMENT – CLOSED SESSION

The first fifteen minutes of this portion of the meeting are reserved for members of the public to address the City Council or Agency on Closed Session items listed on the Agenda. Speakers seeking to comment on other items are requested to make those comments during the Public Comment portion of the meeting at 6:30 p.m. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. The Council and 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 or Agency does not respond to public comment at this time.

Mayor/Housing Authority Commissioner Poythress read the Public Comment announcement and asked if there were members of the public wishing to address the City Council/Housing Authority Commission.

Mayor Poythress asked if there were members of the public wishing to address the City Council/Housing Authority Commission.

No comments were offered and Mayor Poythress closed the Public Comment-Closed Session portion of the meeting.

2. CLOSED SESSION

Closed Session items not concluded prior to the Regular Session may be continued at the end of the Regular Session.

2A. Closed Session Announcement – General Counsel/City Attorney

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

One case: JHS Family Limited Partnership, et al. v. City of Madera
MCV 068141

The City Council retired to Closed Session at 6:02 p.m. and reconvened the meeting at 6:12 p.m. with all members present.

2C. Reconvene Closed Session - Mr. Richardson announced that the City Council met in Closed Session for one item pursuant to Government Code Section 54956.8, and noted that no reportable action was taken during Closed Session.

RECESS

Mayor Poythress recessed the joint meetings at 6:12 p.m.

3. CALL TO ORDER – REGULAR SESSION

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 6:30 p.m. and called for the roll call.

ROLL CALL

Present: Mayor/Commissioner Robert L. Poythress
Council Member/Chairperson Donald E. Holley
Council Member/Vice-Chairperson Derek O. Robinson Sr.
Council Member/Commissioner Sally J. Bompreszi
Council Member/Commissioner Andrew J. Medellin
Council Member/Commissioner Charles F. Rigby arrived after roll call at 6:32 p.m.

Absent: Mayor Pro-Tem/Commissioner William Oliver

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

City of Madera staff members present: Neighborhood Preservation Supervisor Monica Diaz and Neighborhood Preservation Specialist Viola Rodriguez

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.

Mayor Poythress asked if there were members of the public wishing to address the City Council/Housing Authority Commission.

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 6:33 p.m.

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 4G and 8A was distributed to the City Council and staff. Copies of this item are located on the podium. Thank you.

4. CONSENT CALENDAR

4A. 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 10, 2014 (City/Successor Agency/Successor Housing Agency)

- 4B.** Listing of Warrants Issued from December 1, 2014 to December 31, 2014 **(Successor Agency)**
- 4C.** Monthly Financial Reports – Successor Agency **(Successor Agency)**
- 4D.** Monthly Financial Reports – Code Enforcement **(City)**
- 4E.** Code Enforcement Activity Report **(City)**
- 4F.** Code Enforcement Funds Collection Report for Period Ending December 31, 2014 **(City)**
- 4G.** Consideration of a Resolution Approving a Full Reconveyance for the Property Located at 625 South Madera Avenue **(Successor Housing Agency)**

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.

Mayor Poythress called for a motion to approve the items as presented on the Consent Calendar.

On motion by Council Member Bompreszi, seconded by Council Member Robinson the Consent Calendar was approved unanimously as presented by the following 6/0 vote: Ayes: Council Members Poythress, Robinson, Bompreszi, Rigby, Medellin and Holley; Noes: None; Abstain: None; Absent: Council Member Oliver; resulting in the 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 10, 2014 and Resolution No. SHA 15-01

5. PROJECTS AND REPORTS

5A. Code Enforcement Major Case Summary (City)

Neighborhood Preservation Supervisor Diaz introduced Neighborhood Preservation Specialist Viola Rodriguez. She presented images and depicting the violations at the property located at 121 North N Street (AKA 814/816 West 5th Street) that was assigned to her early last year. This was an abandoned and vacant home. This home was not secured and students and vagrants had access to inside the home. This was causing problems like prostitution, drugs and theft. With the help from the Police Department and Probation Department, we were able to have the home deemed uninhabitable. There were very large piles of trash and debris. On January 5, 2015 a walkthrough of each room in the house and basement were conducted. Inventories were taken of any salvageable personal items and were moved to an offsite storage facility. On January 7, 2015 all violations have been abated. The neighbors were very happy and said that they feel so much safer now.

Mayor Poythress asked how much of the items were salvageable? Neighborhood Preservation Specialist Rodriguez responded that there was approximately sixty (60) items removed and placed into storage. But it was mostly a lot of broken furniture.

Mayor Poythress called for additional questions or comments; there were none.

Informational only. No action taken.

5B. Department of Finance Issues (Successor Agency)

Executive Director Taubert provided an update on a couple of major issues with the Department of Finance. The Agency Board approved the 14-15B Recognized Obligation Payment Schedule in September, 2014. The Department of Finance denied the following items: Southwest Industrial Park Master Plan; Project Operations; Knox/Stinson/Wallace/Hull Streetlight Project and Loan Repayment to the City of Madera. This was our fifth time we submitted a Meet and Confer request. The first four (4) were conducted by phone; but due to the importance of the city loan, this session was conducted at the Department of Finance Office. Bob Wilson, Brent Richardson and Tim Przybyla represented the Agency successfully argued, and we prevailed on all issues.

Another major issue relates to the Long Range Property Management Plan. We owed the County \$880,000 because of the Courthouse agreement. They asked that we acquire the property for District Attorney's Office and the Probation Department. The Department of Finance denied this and asked the Oversight Board to reconsider. The Oversight Board reconsidered and stated that you owe the County money, this is what they wanted you to do and you do it. The Department of Finance has five (5) days to overturn the Oversight Board's decision. When we sent them this decision and did not hear from them, we deemed it by law to be approved and escrow was closed. Fourteen months later, we were attempting to transfer the property to the County but the Department of Finance is denying the transfer and holding up our Long Range Property Management Plan. This month we have provided them with an email from Eric Flemming and summary minutes from a number of closed session meetings of the Board of Supervisors. These minutes support our position. We can't sell non-housing properties until the issue is resolved. The Department of Finance stated that they will get back to us tomorrow.

Mayor Poythress called for questions or comments; there were none.

Informational only. No action taken.

6. **AGREEMENTS**

There are no items for this section

7. **HOUSING**

7A. Joint Public Hearing Regarding Consideration of Resolutions Approving 33433 Report and Approval of Sale of Real Property Located at 1008 Green Way and Consideration of a Resolution Approving Disposition and Development Agreement with DMP Development, Inc. (City/Successor Housing Agency)

Mayor Poythress abstained from this item due to a conflict of interest. He then handed over gavel to Acting Mayor Pro-Tem Medellin.

Executive Director Taubert reported that this is a noticed public hearing between the City Council and the Successor Housing Agency regarding the sale of property located at 1008 Green Way. The buyer is DMP Development., and the sales price is \$10,000.00. DMP is proposing to build a 1,300± sf 4 bedroom/ 2 bath home with a price range of \$145,000.00 - \$149,000.00.

Acting Mayor Pro Tem Medellin called for additional questions or comments; there were none.

Acting Mayor Pro Tem Medellin opened the public hearing at 6:49 p.m.

There being no other speakers, the public hearing was closed at 6:49 p.m.

No other comments or questions were offered.

Acting Mayor Pro Tem Medellin called for a motion to adopt the City Council resolution.

CC 15-04 A Resolution of the City Council of the City of Madera, California, Approving Sale of Property Known as 1008 Green Way Acquired by Tax Increment by the Former Madera Redevelopment Agency and Making Findings Related Thereto **(7A.1)**

*On motion by Council Member Bompreszi, seconded by Council Member Rigby, **Resolution Number CC 15-04** was approved by the following 5/0 vote: Ayes: Council Members Robinson, Bompreszi, Rigby, Medellin and Holley; Noes: None; Abstain: Mayor Poythress ; Absent: Mayor Pro Tem Oliver*

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

SHA 15-02 Resolution of the City of Madera as Successor Housing Agency to the Former Madera Redevelopment Agency Madera, California Approving the Sale of Property Known as 1008 Green

Way and, for the Construction of One (1) Single Family Dwelling Unit on the Lot Located in the City of Madera **(Successor Housing Agency)**

*On motion by Council Member Rigby, seconded by Council Member Holley, **Resolution Number SHA 15-02** was approved by the following 5/0 vote: Ayes: Council Members Robinson, Bompreszi, Rigby, Medellin and Holley; Noes: None; Abstain: Mayor Poythress ; Absent: Mayor Pro Tem Oliver*

Acting Mayor Pro Tem Medellin called for a motion to adopt the second Successor Housing Agency resolution.

SHA 15-03 Resolution of the City of Madera as Successor Housing Agency to the Former Madera Redevelopment Agency Madera, California Approving the Disposition and Development Agreement for the Construction of One Single Family Residence Located at 1008 Green Way, and Authorizing the Mayor to Execute the Agreement on Behalf of the Successor Housing Agency of the Former Madera Redevelopment Agency **(7A.3)**

*On motion by Council Member Bompreszi, seconded by Council Member Robinson, **Resolution Number SHA 15-03** was approved by the following 5/0 vote: Ayes: Council Members Robinson, Bompreszi, Rigby, Medellin and Holley; Noes: None; Abstain: Mayor Poythress ; Absent: Mayor Pro Tem Oliver*

8. GENERAL

8A. Consideration of Approval of Change to Meeting Agenda Format (Successor Agency)

City Attorney Richardson stated that you may recall that at the last City Council Meeting that we considered this exact item and this is to ensure that the Successor Agency Meeting agenda is consistent with the Council Meeting agendas.

Mayor Poythress asked if there were any questions; there were none, and called for a motion.

On motion by Council Member Bompreszi, seconded by Council Member Holley, to approve by Minute Order approving the change to meeting agenda format was approved by the following 6/0 vote: Ayes: Ayes: Council Members Poythress, Robinson, Bompreszi, Rigby, Medellin and Holley; Noes: None; Abstain: None; Absent: Council Member Oliver

9. AGENCY MEMBER REPORTS

Council Member Robinson reported that last Sunday, he attended the Chowchilla Stampede Rodeo Dinner, where his daughter won princess.

Council Member Bompreszi had nothing to report.

Council Member Rigby had nothing to report.

Council Member Holley had nothing to report.

Council Member Medellin had nothing to report.

Mayor Poythress had nothing to report.

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 6:50 p.m.

Claudia Mendoza, Recording Secretary

Robert Poythress, Mayor

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

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

From: Office of the Treasurer

Subject: Listing of Warrants Issued

Date: February 11, 2015

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, 2015 to January 31, 2015

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

General Warrants:	#10481 - #10494	\$29,766.54
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Respectfully submitted,



Tim Przybyla
Finance Director

THE SUCCESSOR AGENCY TO
THE FORMER CITY OF MADERA REDEVELOPMENT AGENCY
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK MAIN ACCOUNT
FEBRUARY 11, 2015

CHECK	PAYDATE	ISSUED TO	DESCRIPTION	AMOUNT
010481	1/7/2015	CITY OF MADERA	NOV 2014 PAYROLL & OTHER EXPS PAID BY CITY	23,398.58
010482	1/7/2015	CITY OF MADERA	5 E YOSEMITE AVE JANUARY 2015 WATER SEWER	387.29
010483	1/7/2015	P G AND E	DECEMBER 14 UTILITY SVCS FOR 428 E YOSEMITE	904.89
010484	1/7/2015	TAUBERT, JIM	REIMBURSE EXEC DIRECTOR 7/1/14-12/31/14	370.00
010485	1/7/2015	WILSON, BOB	MILEAGE REIMBURSEMENT	1,410.88
010486	1/29/2015	HARBISON INTERNATIONAL INC.	RIVERSIDE VILLAS STORM DRAIN	900.00
010487	1/29/2015	CITY OF MADERA	PARKING ASSESSMENT & BUSINESS IMPRV DIS	147.82
010488	1/29/2015	MADERA GLASS & MIRROR CO.	WINDOWS 428 E YOSEMITE	554.55
010489	1/29/2015	MADERA TRIBUNE	PUB OF PUB HEARING NOTICE FOR SALE OF DMP	141.44
010490	1/29/2015	NORTHSTAR ENGINEERING GROUP INC	SW INDUSTRIAL PLAN NOV-DEC INVOICE	997.50
010491	1/29/2015	RICOH USA, INC.	COPIER MAINT FEE FOR PERIOD 12/14	17.46
010492	1/29/2015	SANDY'S HOUSEKEEPING & JANITORIAL	CUSTODIAL SVCS FOR FEBRUARY 2015	425.00
010493	1/29/2015	SHRED-IT USA-FRESNO	DOCUMENT SHREDDING SVCS ON 1/7/15	84.13
010494	1/29/2015	TERMINIX INTERNATIONAL	1/2/15 PEST CONTROL SVCS DATE	27.00

BANK #1 - Union Bank Main Acct. Total \$ **29,766.54**

CITY OF MADERA REDEVELOPMENT AGENCY REPORT TO SUCCESSOR AGENCY BOARD

SUCCESSOR AGENCY MEETING OF FEBRUARY 11, 2015

SUCCESSOR AGENCY ITEM NUMBER 3C/3D

APPROVED BY


FINANCE DEPARTMENT


SUCCESSOR AGENCY EXECUTIVE DIRECTOR

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 07/01/2014
To 01/31/2015

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	10,920.05-	10,920.05-	0.00	10,920.05	0.00
2001-8190	Rental Income	21,350.00-	21,350.00-	0.00	21,350.00	0.00
2001-8657	Miscellaneous Revenue	178.71-	178.71-	0.00	178.71	0.00
2001-8659	Refunds and Reimbursements	7,879.00-	7,879.00-	0.00	7,879.00	0.00
2001-8671	Sale of Real Estate	108,000.00-	108,000.00-	0.00	108,000.00	0.00
	NET Account: Revenue:	148,327.76-	148,327.76-	0.00	148,327.76	0.00
Account: Expense						
2001-1010	Salaries - Full-time	14,903.78	14,903.78	0.00	14,903.78-	0.00
2001-1020	Salaries - Part-time	1,054.73	1,054.73	0.00	1,054.73-	0.00
2001-1040	Salaries - Leave Payout	1,502.49	1,502.49	0.00	1,502.49-	0.00
2001-2000	Public Employees Retirement System	3,001.92	3,001.92	0.00	3,001.92-	0.00
2001-2002	Long Term Disability Insurance	43.20	43.20	0.00	43.20-	0.00
2001-2003	Life Insurance Premiums	10.72	10.72	0.00	10.72-	0.00
2001-2004	Worker's Compensation Insurance	1,212.76	1,212.76	0.00	1,212.76-	0.00
2001-2005	Medicare Tax - Employer's Share	270.19	270.19	0.00	270.19-	0.00
2001-2007	Deferred Compensation - Part-time	39.56	39.56	0.00	39.56-	0.00
2001-2008	Deferred Compensation - Full-time	1,497.63	1,497.63	0.00	1,497.63-	0.00
2001-2009	Unemployment Insurance Premiums	70.43	70.43	0.00	70.43-	0.00
2001-2010	Section 125 Benefit Allow.	2,076.92	2,076.92	0.00	2,076.92-	0.00
2001-3001	Gas and Electric Utilities	1,990.00	1,990.00	0.00	1,990.00-	0.00
2001-3002	Telephone and Fax Charges	204.28	204.28	0.00	204.28-	0.00
2001-3011	Advertising - Bids and Legal Notice	534.56	534.56	0.00	534.56-	0.00
2001-3040	Contracted Services	3,828.15	3,828.15	0.00	3,828.15-	0.00
2001-3115	Taxes and Assessments	850.78	850.78	0.00	850.78-	0.00
2001-3120	Other Supplies	18.23	18.23	0.00	18.23-	0.00
2001-3130	Building Supplies, Keys and Repairs	126.93	126.93	0.00	126.93-	0.00
2001-3135	Rental Property Maintenance	197.00	197.00	0.00	197.00-	0.00
2002-3069	Disposal Costs	2,607.30	2,607.30	0.00	2,607.30-	0.00
2002-3802	Acquisition / Demolition	24,325.00	24,325.00	0.00	24,325.00-	0.00
	NET Account: Expense:	60,366.56	60,366.56	0.00	60,366.56-	0.00
	TOTAL Fund 40200: Low/Mod Hsg TI Housing Asset:	87,961.20-	87,961.20-	0.00	87,961.20	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 01/31/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 40300: Non Housing Tax Incr - RPTTF						
Account: Revenue						
3001-8000	Current Secured Property Tax	1,999,995.00-	1,999,995.00-	0.00	1,999,995.00	0.00
3001-8430	NSP3 Reimbursements	15,974.74-	15,974.74-	0.00	15,974.74	0.00
	NET Account: Revenue:	2,015,969.74-	2,015,969.74-	0.00	2,015,969.74	0.00
Account: Expense						
3001-1010	Salaries - Full-time	9,136.00	9,136.00	0.00	9,136.00-	0.00
3001-1020	Salaries - Part-Time	680.00	680.00	0.00	680.00-	0.00
3001-1040	Salaries - Leave Payout	1,146.00	1,146.00	0.00	1,146.00-	0.00
3001-2000	Public Employees Retirement System	1,838.00	1,838.00	0.00	1,838.00-	0.00
3001-2002	Long Term Disability Insurance	28.00	28.00	0.00	28.00-	0.00
3001-2003	Life Insurance Premiums	8.00	8.00	0.00	8.00-	0.00
3001-2004	Worker's Compensation Insurance	755.00	755.00	0.00	755.00-	0.00
3001-2005	Medicare Tax - Employer's Share	172.00	172.00	0.00	172.00-	0.00
3001-2007	Deferred Compensation - Part-Time	25.00	25.00	0.00	25.00-	0.00
3001-2008	Deferred Compensation - Full-time	820.00	820.00	0.00	820.00-	0.00
3001-2010	Section 125 Benefits Allow.	1,366.00	1,366.00	0.00	1,366.00-	0.00
3001-7000	Operating Transfer to Other Funds	2,490,186.99	2,490,186.99	0.00	2,490,186.99-	0.00
3900-9000	Prior Period Adjustment	17,644.81-	17,644.81-	0.00	17,644.81	0.00
	NET Account: Expense:	2,488,516.18	2,488,516.18	0.00	2,488,516.18-	0.00
	TOTAL Fund 40300: Non Housing Tax Incr - RPTTF:	472,546.44	472,546.44	0.00	472,546.44-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 01/31/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 57500: Administrative Allowance Fund						
Account: Revenue						
3500-8350	Transfers In	125,000.00-	125,000.00-	0.00	125,000.00	0.00
	NET Account: Revenue:	125,000.00-	125,000.00-	0.00	125,000.00	0.00
Account: Expense						
3501-1010	Salaries - Full-time	77,348.89	77,348.89	0.00	77,348.89-	0.00
3501-1020	Salaries - Part-Time	5,462.28	5,462.28	0.00	5,462.28-	0.00
3501-1040	Salaries - Leave Payout	7,717.61	7,717.61	0.00	7,717.61-	0.00
3501-2000	Public Employees Retirement System	15,580.67	15,580.67	0.00	15,580.67-	0.00
3501-2002	Long Term Disability Insurance	223.51	223.51	0.00	223.51-	0.00
3501-2003	Life Insurance Premiums	54.86	54.86	0.00	54.86-	0.00
3501-2004	Worker's Compensation Insurance	6,289.87	6,289.87	0.00	6,289.87-	0.00
3501-2005	Medicare Tax - Employer's Share	1,400.02	1,400.02	0.00	1,400.02-	0.00
3501-2007	Deferred Compensation - Part-Time	204.86	204.86	0.00	204.86-	0.00
3501-2008	Deferred Compensation - Full-time	7,298.70	7,298.70	0.00	7,298.70-	0.00
3501-2009	Unemployment Insurance Premiums	380.87	380.87	0.00	380.87-	0.00
3501-2010	Section 125 Benefit Allow.	10,745.72	10,745.72	0.00	10,745.72-	0.00
3501-3001	Gas and Electric Utilities	8,887.10	8,887.10	0.00	8,887.10-	0.00
3501-3002	Telephone and Fax Charges	1,104.72	1,104.72	0.00	1,104.72-	0.00
3501-3003	Cellular Phone and Pager Charges	581.78	581.78	0.00	581.78-	0.00
3501-3014	Professional Dues	190.00	190.00	0.00	190.00-	0.00
3501-3015	Publications and Subscriptions	69.00	69.00	0.00	69.00-	0.00
3501-3018	Postage / Other Mailing Charges	14.04	14.04	0.00	14.04-	0.00
3501-3020	Mileage Reimbursement	1,390.28	1,390.28	0.00	1,390.28-	0.00
3501-3040	Contracted Services	7,473.88	7,473.88	0.00	7,473.88-	0.00
3501-3115	Taxes and Assessments	375.19	375.19	0.00	375.19-	0.00
3501-3120	Other Supplies	98.54	98.54	0.00	98.54-	0.00
3501-3130	Building Supplies, Keys and Repairs	886.99	886.99	0.00	886.99-	0.00
3501-3300	Conference/Training/Education	379.00	379.00	0.00	379.00-	0.00
3501-3600	Maintenance Agreements	4,954.00	4,954.00	0.00	4,954.00-	0.00
3501-9000	Prior Period Adjustment	1,808.21	1,808.21	0.00	1,808.21-	0.00
	NET Account: Expense:	160,920.59	160,920.59	0.00	160,920.59-	0.00
	TOTAL Fund 57500: Administrative Allowance Fund:	35,920.59	35,920.59	0.00	35,920.59-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 01/31/2015

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	700.00-	700.00-	0.00	700.00	0.00
	NET Account: Revenue:	700.00-	700.00-	0.00	700.00	0.00
Account: Expense						
5001-1010	Salaries - Full-time	9,009.78	9,009.78	0.00	9,009.78-	0.00
5001-1020	Salaries - Part-time	615.73	615.73	0.00	615.73-	0.00
5001-1040	Salaries - Leave Payout	763.49	763.49	0.00	763.49-	0.00
5001-2000	Public Employees Retirement System	1,815.92	1,815.92	0.00	1,815.92-	0.00
5001-2002	Long Term Disability Insurance	25.20	25.20	0.00	25.20-	0.00
5001-2003	Life Insurance Premiums	5.72	5.72	0.00	5.72-	0.00
5001-2004	Worker's Compensation Insurance	725.76	725.76	0.00	725.76-	0.00
5001-2005	Medicare Tax - Employer's Share	159.19	159.19	0.00	159.19-	0.00
5001-2007	Deferred Compensation - Part-time	23.56	23.56	0.00	23.56-	0.00
5001-2008	Deferred Compensation - Full-time	802.47	802.47	0.00	802.47-	0.00
5001-2009	Unemployment Insurance Premiums	70.43	70.43	0.00	70.43-	0.00
5001-2010	Section 125 Benefit Allow.	1,195.92	1,195.92	0.00	1,195.92-	0.00
5001-3001	Gas and Electric Utilities	531.34	531.34	0.00	531.34-	0.00
5001-3002	Telephone and Fax Charges	204.28	204.28	0.00	204.28-	0.00
5001-3040	Contracted Services	860.41	860.41	0.00	860.41-	0.00
5001-3115	Taxes and Assessments	68.26	68.26	0.00	68.26-	0.00
5001-3120	Other Supplies	18.23	18.23	0.00	18.23-	0.00
5001-3130	Building Supplies, Keys and Repairs	681.48	681.48	0.00	681.48-	0.00
5001-3135	Rental Property Maintenance	630.00	630.00	0.00	630.00-	0.00
5002-3812	Riverwalk Improvement Project	1,625.00	1,625.00	0.00	1,625.00-	0.00
5002-3814	Adell Improvement Project	2,848.76	2,848.76	0.00	2,848.76-	0.00
5004-3804	SouthWest Industrial Infract. Study	3,455.00	3,455.00	0.00	3,455.00-	0.00
5010-3812	Sunset/Laurel Linear Park	803.91	803.91	0.00	803.91-	0.00
	NET Account: Expense:	26,939.84	26,939.84	0.00	26,939.84-	0.00
	TOTAL Fund 60500: Non Housing Bond Proceeds:	26,239.84	26,239.84	0.00	26,239.84-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 01/31/2015

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	2,225.00	2,225.00	0.00	2,225.00-	0.00
	NET Account: Expense:	2,225.00	2,225.00	0.00	2,225.00-	0.00
	TOTAL Fund 60600: Low/Mod Housing Bond Proceeds:	2,225.00	2,225.00	0.00	2,225.00-	0.00

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 01/31/2015

Account	Description	Period Actuals	YTD Actuals	YTD Budget	Variance	% Of Budget
Fund 80400: Debt Service Fund						
Account: Revenue						
4001-8162	Interest Income	13,703.02-	13,703.02-	0.00	13,703.02	0.00
4001-8350	Transferes In	2,365,186.99-	2,365,186.99-	0.00	2,365,186.99	0.00
	NET Account: Revenue:	2,378,890.01-	2,378,890.01-	0.00	2,378,890.01	0.00
Account: Expense						
4002-3040	Contracted Services	3,031.00	3,031.00	0.00	3,031.00-	0.00
4002-6000	Interest Expense-Bond 1998	140,855.00	140,855.00	0.00	140,855.00-	0.00
4002-6001	Bond Principle 1998	130,000.00	130,000.00	0.00	130,000.00-	0.00
4003-3040	Contracted Services	1,605.20	1,605.20	0.00	1,605.20-	0.00
4003-6000	Interest Expense Bond 2003	378,253.13	378,253.13	0.00	378,253.13-	0.00
4003-6001	Bond Principle 2003	550,000.00	550,000.00	0.00	550,000.00-	0.00
4004-3040	Contracted Services	7,061.40	7,061.40	0.00	7,061.40-	0.00
4004-6000	Interest Expense Bond 2008	709,381.26	709,381.26	0.00	709,381.26-	0.00
4004-6001	Bond Principle-2008	445,000.00	445,000.00	0.00	445,000.00-	0.00
	NET Account: Expense:	2,365,186.99	2,365,186.99	0.00	2,365,186.99-	0.00
	TOTAL Fund 80400: Debt Service Fund:	13,703.02-	13,703.02-	0.00	13,703.02	0.00
	REPORT TOTALS:	435,267.65	435,267.65	0.00	435,267.65-	0.00

*** End Of Report ***

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 01/31/2015

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	3,685.00-	3,685.00-	10,000.00-	6,315.00-	36.85
2380-8203	Background Check Service Fee	350.00-	350.00-	300.00-	50.00	116.67
2380-8227	Vacant Building Ordinance	2,195.00-	2,195.00-	4,500.00-	2,305.00-	48.78
2380-8228	Graffiti Ordinance	823.92-	823.92-	0.00	823.92	0.00
2380-8551	Fines and Penalties for Violations	287,175.00-	287,175.00-	425,000.00-	137,825.00-	67.57
2380-8554	Vehicle Abatement Fee	0.00	0.00	48,000.00-	48,000.00-	0.00
2380-8556	Foreclosure Revenues	32,087.28-	32,087.28-	45,000.00-	12,912.72-	71.31
2380-8659	Refunds and Reimbursements	1,295.00-	1,295.00-	0.00	1,295.00	0.00
2380-8682	Collection Recovery-Code Enf.	87,074.86-	87,074.86-	30,000.00-	57,074.86-	290.25
2381-8363	Transfer In from 10221	233,333.35-	233,333.35-	400,000.00-	166,666.65-	58.33
	NET Account: Revenue:	648,019.41-	648,019.41-	962,800.00-	314,780.59-	67.31
Account: Expense						
2425-1010	Salaries / Full-time	242,821.84	242,821.84	421,117.00	178,295.16	57.66
2425-1020	Salaries / Part-time	45,568.90	45,568.90	192,399.00	146,830.10	23.68
2425-1030	Salaries / Overtime	329.63	329.63	0.00	329.63-	0.00
2425-1040	Salaries - Leave Payout	1,095.76	1,095.76	8,917.00	7,821.24	12.29
2425-1050	Salaries / Uniform Pay	750.00	750.00	1,000.00	250.00	75.00
2425-2000	Public Employees Retirement System	49,010.05	49,010.05	98,561.00	49,550.95	49.73
2425-2002	Long Term Disability Insurance	824.10	824.10	1,425.00	600.90	57.83
2425-2003	Life Insurance Premiums	274.64	274.64	478.00	203.36	57.46
2425-2004	Worker's Compensation Insurance	22,200.73	22,200.73	46,729.00	24,528.27	47.51
2425-2005	Medicare Tax - Employer's Share	4,326.86	4,326.86	9,430.00	5,103.14	45.88
2425-2007	Deferred Compensation / Part-time	1,446.94	1,446.94	3,843.00	2,396.06	37.65
2425-2008	Deferred Compensation / Full-time	17,317.43	17,317.43	23,103.00	5,785.57	74.96
2425-2009	Unemployment Insurance	2,450.35	2,450.35	4,903.00	2,452.65	49.98
2425-2010	Section 125 Benefit Allow.	65,098.85	65,098.85	180,677.00	115,578.15	36.03
2425-3001	Gas and Electric Utilities	0.00	0.00	9,999.00	9,999.00	0.00
2425-3002	Telephone and Fax Charges	2,220.32	2,220.32	10,000.00	7,779.68	22.20
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	120.72	120.72	85.00	35.72-	142.02
2425-3016	Office Supplies - Expendable	412.72	412.72	8,000.00	7,587.28	5.16
2425-3018	Postage / Other Mailing Charges	7,416.50	7,416.50	6,000.00	1,416.50-	123.61
2425-3020	Mileage Reimbursement	0.00	0.00	700.00	700.00	0.00
2425-3025	Vehicle Fuel, Supplies & Maintenance	4,498.90	4,498.90	22,167.45	17,668.55	20.30
2425-3040	Contracted Services	32,743.90	32,743.90	109,659.10	76,915.20	29.86
2425-3050	Bad Debt Expense	0.00	0.00	3,000.00	3,000.00	0.00
2425-3120	Other Supplies	997.80	997.80	25,000.00	24,002.20	3.99
2425-3130	Building Supplies, Keys, Repairs	292.40	292.40	3,000.00	2,707.60	9.75
2425-3138	Tool Replacement Cost	214.74	214.74	1,000.00	785.26	21.47
2425-3300	Conference, Training, Education	753.63	753.63	7,000.00	6,246.37	10.77
2425-4002	Interfund Charges - Central Supply	440.26	440.26	600.00	159.74	73.38
2425-4005	Interfund Charges - Vehicle Repairs	9,786.60	9,786.60	16,777.00	6,990.40	58.33
2425-4007	Interfund Charges - Vehicle Replacem	6,455.75	6,455.75	11,067.00	4,611.25	58.33
2425-4018	Interfund Charges-Computer Maint.	15,317.20	15,317.20	26,258.00	10,940.80	58.33
2425-4020	Interfund Charges - Computer Replace	1,932.00	1,932.00	3,312.00	1,380.00	58.33
2425-5015	Auto and Truck - New	16,187.78	16,187.78	16,187.78	0.00	100.00
2425-6002	Lease Payment	0.00	0.00	7,730.00	7,730.00	0.00
	NET Account: Expense:	553,307.30	553,307.30	1,281,499.33	728,192.03	43.18
	TOTAL Dept 414: Community Development - Code Enforcement:	94,712.11-	94,712.11-	318,699.33	413,411.44	29.72-
Dept 435: Tire Clean-up						
Account: Revenue						
2429-8455	Waste Tire Clean-up Grant	89,110.59-	89,110.59-	0.00	89,110.59	0.00
	NET Account: Revenue:	89,110.59-	89,110.59-	0.00	89,110.59	0.00
Account: Expense						
2429-1010	Salaries / Full-time	805.74	805.74	0.00	805.74-	0.00
2429-2000	Public Employees Retirement System	198.41	198.41	0.00	198.41-	0.00
2429-2002	Long-term Disability Ins.	3.26	3.26	0.00	3.26-	0.00
2429-2003	Life Insurance Premiums	0.92	0.92	0.00	0.92-	0.00
2429-2004	Worker's Compensation Insurance	64.49	64.49	0.00	64.49-	0.00
2429-2005	Medicare Tax - Employer's Share	12.75	12.75	0.00	12.75-	0.00
2429-2008	Deferred Compensation/Full-time	34.21	34.21	0.00	34.21-	0.00
2429-2010	Section 125 Benefit Allow.	249.42	249.42	0.00	249.42-	0.00
	NET Account: Expense:	1,369.20	1,369.20	0.00	1,369.20-	0.00
	TOTAL Dept 435: Tire Clean-up:	87,741.39-	87,741.39-	0.00	87,741.39	0.00
	TOTAL Fund 10800: Code Enforcement:	182,453.50-	182,453.50-	318,699.33	501,152.83	57.25-

For All Revenue, Expense Accounts
Zero Balance Accounts NOT Included

Transactions Entered From 07/01/2014
To 01/31/2015

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	9,195.68-	9,195.68-	18,338.00-	9,142.32-	50.15
	NET Account: Revenue:	9,195.68-	9,195.68-	18,338.00-	9,142.32-	50.15
Account: Expense						
2427-1010	Salaries / Full-time	5,912.27	5,912.27	6,335.00	422.73	93.33
2427-2000	Public Employees Retirement System	1,583.60	1,583.60	1,505.00	78.60-	105.22
2427-2002	Long Term Disability Insurance	18.22	18.22	23.00	4.78	79.22
2427-2003	Life Insurance Premiums	6.38	6.38	0.00	6.38-	0.00
2427-2004	Worker's Compensation Insurance	456.74	456.74	483.00	26.26	94.56
2427-2005	Medicare Tax-Employer's Share	92.05	92.05	96.00	3.95	95.89
2427-2008	Deferred Compensation/Full-time	249.92	249.92	266.00	16.08	93.95
2427-2009	Unemployment Insurance	0.00	0.00	291.00	291.00	0.00
2427-2010	Section 125 Benefit Allow.	1,328.59	1,328.59	2,643.00	1,314.41	50.27
2427-3120	Other Supplies	0.00	0.00	205.00	205.00	0.00
2427-3300	Conference, Training, Education	0.00	0.00	6,956.00	6,956.00	0.00
	NET Account: Expense:	9,647.77	9,647.77	18,803.00	9,155.23	51.31
	TOTAL Dept 432: LEA Tire Grant:	452.09	452.09	465.00	12.91	97.22
Dept 436: Tire Amnesty Grant						
Account: Revenue						
2428-8455	Tire Amnesty Grant	0.00	0.00	39,649.00-	39,649.00-	0.00
	NET Account: Revenue:	0.00	0.00	39,649.00-	39,649.00-	0.00
Account: Expense						
2428-1010	Salaries / Full-time	1,874.75	1,874.75	5,280.00	3,405.25	35.51
2428-1040	Salaries - Leave Payout	219.15	219.15	0.00	219.15-	0.00
2428-2000	Public Employees Retirement System	1,668.88	1,668.88	1,254.00	414.88-	133.08
2428-2001	Health Insurance Benefits	0.00	0.00	19.00	19.00	0.00
2428-2002	Long Term Disability Insurance	9.87	9.87	0.00	9.87-	0.00
2428-2003	Life Insurance Premiums	2.99	2.99	0.00	2.99-	0.00
2428-2004	Worker's Compensation Insurance	167.70	167.70	402.00	234.30	41.72
2428-2005	Medicare Tax - Employer's Share	33.84	33.84	80.00	46.16	42.30
2428-2008	Deferred Compensation / Full-time	88.48	88.48	222.00	133.52	39.86
2428-2009	Unemployment Insurance	0.00	0.00	243.00	243.00	0.00
2428-2010	Section 125 Benefit Allow.	636.97	636.97	2,203.00	1,566.03	28.91
2428-3012	Advertising - Other	567.00	567.00	4,318.00	3,751.00	13.13
2428-3040	Contracted Services	2,750.00	2,750.00	25,545.00	22,795.00	10.77
2428-3120	Other Supplies	0.00	0.00	665.00	665.00	0.00
	NET Account: Expense:	8,019.63	8,019.63	40,231.00	32,211.37	19.93
	TOTAL Dept 436: Tire Amnesty Grant:	8,019.63	8,019.63	582.00	7,437.63-	1,377.94
	TOTAL Fund 10865: LEA Tire Grant:	8,471.72	8,471.72	1,047.00	7,424.72-	809.14
	REPORT TOTALS:	173,981.78-	173,981.78-	319,746.33	493,728.11	54.41-

*** End Of Report ***

REPORT TO THE CITY COUNCIL

MEETING OF: February 11, 2015

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

The report is summarized as follows:

- Foreclosures continue to dominate our current activity level. We currently have 106 registered foreclosures and we are monitoring 226 properties that are in default. Notices of Violations have been recorded on 337 properties.
- We are monitoring 39 Abandoned Buildings. To date, 8 are registered and Notices of Violations have been recorded on 48 properties.
- Graffiti has been inconsistent but is still slightly worse than 2010. Citizens continue to participate in abatement activities by removing graffiti or reporting it via the Anti-Graffiti Hotline. It is important to note that the biggest impact on graffiti reduction can be attributed to the efforts of the Madera Police officers assigned to the graffiti enforcement.

RECOMMENDATION

No action is required.

JET/cm

Attachment:
-Activity Report

REPORT FOR JANUARY 1 – JANUARY 31, 2015

Code Enforcement Activities

	Activity	Total for Month	Year to Date (From 7/1/2014)
1.	Files Opened	148	1,163
2.	Files Closed	127	1,078
3.	Remaining Active Files	945	N/A
4.	Citations Issued	68	773
*5.	Abandoned Vehicles Tagged	91	490
*6.	Abandoned Vehicles Towed	0	9
*7.	Abandoned Vehicles Removed	57	513
8.	Trash Removed by Ton	0.00	0.0
**9.	Foreclosed Properties Sold	6	56

*Vehicles removed will usually be a higher number, as there has been a backlog of vehicle cases that our department is currently focusing upon.

** Aside from the (6) Foreclosure Properties Sold, there were (0) additional Foreclosure cases closed due to cancellation of foreclosure sales in this month.

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 7/1/2014)
1.	Incidences Removed by Empowered Citizens/Property Owners	100	780
2.	Total Number of Empowered Citizens	1	1,802
3.	Public Presentations	1	19
4.	School Presentation (in partnership with MPD and Graffiti Abatement Team)	0	0
5.	Arrests by Madera Police Department	1	2

Accounts Receivables Activities

	Activity	Total for Month	Year to Date (From 7/1/2014)
1.	Fines/Citations, Penalties, and Enforcement Fees <i>Levied</i> For Fiscal Year	\$53,350.00	\$615,825.00
2.	Fines/Citations, Penalties, and Enforcement Fees <i>Collected</i> For Fiscal Year	\$9,225.00	\$430,600.83
3.	Registration Fees for Vacant/Abandoned Buildings and Foreclosed Properties <i>Collected</i> For Fiscal Year	\$1,955.00	\$5,880.00
4.	Removed for Collections - Fines, Penalties, Citations and Towing Fees sent to Financial Credit Network For Fiscal Year	\$0.00	\$850.00

Small Claims and Lien Activities

Information provided by City Attorney's Office

	Type	No. of files <i>This month</i>	No. of files <i>Year to date</i>	Amount <i>This month</i>	Amount <i>Year to date</i>
1.	Small Claims / Intercept Candidates	0	32	\$0.00	\$18,167.50
2.	Lien Confirmations	0	16	\$0.00	\$20,640.00
3.	Liens turned over to Assessor	0	2	\$0.00	\$22,050.00

Files currently being reviewed for appropriate action – 46

REPORT TO THE CITY COUNCIL

MEETING OF:

February 11, 2015

AGENDA ITEM NUMBER:

3F

APPROVED BY:



Executive Director

Subject: Code Enforcement Funds Collection Report for Period Ending January 31, 2015

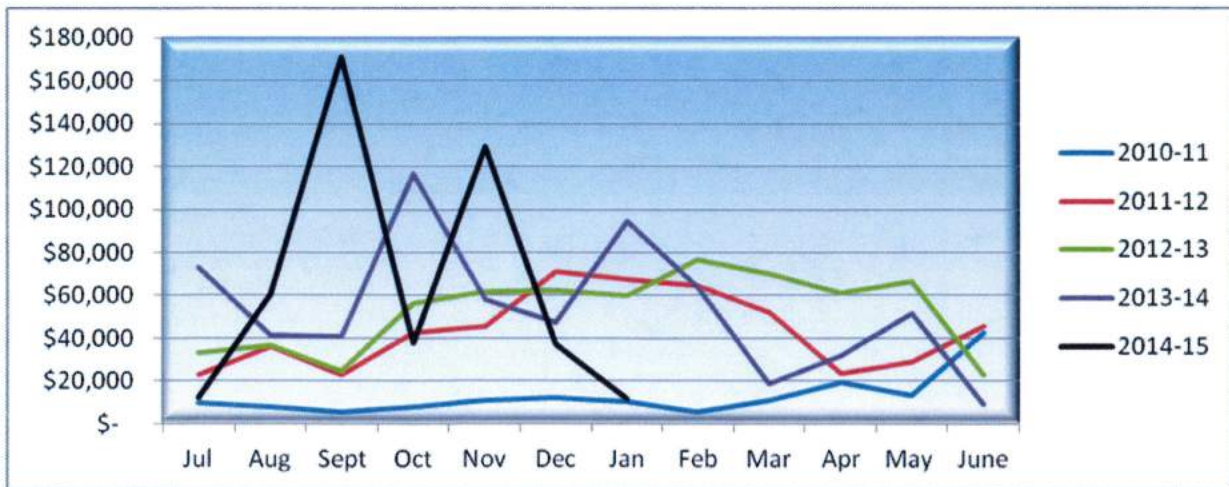
Summary: The City Council will be provided with an updated funds collection report.

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						\$460,243

RECOMMENDATION

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

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

BOARD MEETING OF: February 11, 2015

AGENDA ITEM NUMBER: 3G

APPROVED BY:


Executive Director

Subject: Consideration of Resolution Releasing the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units on Property Located at 1006 West Yosemite Avenue, Madera CA and Authorizing the Mayor to Execute the Release on Behalf of the Agency

Summary: The Successor Housing Agency will consider a resolution releasing the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units for property located at 1006 West Yosemite Avenue, Madera, CA and authorize the Mayor to execute the release upon payment to the Agency in the amount of \$11,998.63 for the loss of an affordable housing unit.

HISTORY

By previous action, the Madera Redevelopment Agency approved the Exterior Home Improvement Grant at their meeting on January 9, 2008 for the home located at 1006 West Yosemite Avenue. The terms of the home improvement grant required the "Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units" between the Agency and the Jamie Turek, the owner of the single-family home, be recorded against the property and the home remain affordable for 45 years. The affordability agreement was recorded in the Madera County Recorder's Office as Document No. 2008001185 on January 14, 2008.

SITUATION

Agency staff has been notified by the realtor representing the property owner, Ms. Turek, that she has accepted an offer from a buyer to purchase her home at 1006 West Yosemite Avenue. Staff has determined that the buyer does not meet the definition of an income eligible household, thereby violating the terms of the recorded Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units to maintain an affordable housing unit for a period of 45 years. Under these circumstances, the terms of the affordability agreement require the property owner to repay the Agency the total

contribution of the home improvement grant in the amount of \$11,998.63 for the loss of an affordable housing unit.

RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution approving the Release of the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units and authorize the Mayor to execute the release upon the Agency's receipt of \$11,998.63 per the terms of the agreement for the loss of an affordable housing unit at 1006 West Yosemite Avenue, Madera CA.

Attachment:

- Resolution (Successor Housing Agency)
- Release document

RESOLUTION NO. SHA 15-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING RELEASE OF AFFORDABILITY AGREEMENT AND RESTRICTIONS ON SALE AND USE OF OWNER OCCUPIED DWELLING UNITS BETWEEN THE FORMER MADERA REDEVELOPMENT AGENCY AND JAMIE TUREK FOR PROPERTY LOCATED AT 1006 WEST YOSEMITE AVENUE, MADERA CA AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE ON BEHALF OF THE AGENCY

WHEREAS, Jamie Turek, an unmarried woman, (the "Grantee") owner of a single-family home located at 1006 West Yosemite Avenue, Madera, CA, entered into an Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units (the "Agreement") between the Grantee and the former Madera Redevelopment Agency, now the Successor Housing Agency to the former Madera Redevelopment Agency (the "Agency"), on January 9, 2008 and recorded in the Madera County Recorder's Office as Document No. 2008001185 on January 14, 2008; and

WHEREAS, the terms of the Agreement require the home to be sold to an income-eligible homebuyer or submit a payment to the Agency per the terms set forth in the Agreement to reimburse the Agency for the loss of a home which is affordable to low and moderate income persons or households; and

WHEREAS, the Grantee desires to sell the home at 1006 West Yosemite Avenue to a Non-Eligible Household violating the terms of the Agreement thereby obligating the Grantee to repay the Agency per the terms of the Agreement; and

WHEREAS, the Grantee is requesting that the Agreement executed on January 9, 2008 by the Grantee be released from the property upon payment to the Agency for the loss of an affordable housing unit; and

WHEREAS, upon review of the terms stated in the Agreement, staff has determined the payment owed the Agency for the loss of an affordable housing unit to be \$11,998.63; and

WHEREAS, upon payment to the Agency, it is appropriate to release the "Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units" from the property located at 1006 West Yosemite Avenue, Madera CA.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA as the Successor Housing Agency to the Former Madera Redevelopment Agency does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. Upon the Agency's receipt of the amount of \$11,998.63 as required by the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Unit, the Mayor is authorized to execute the Release of Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units on behalf of the Successor Housing Agency to the former Madera Redevelopment Agency.
3. Upon receipt of the required payment and execution of the release by the Mayor, the recordation of the Release of the Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units is hereby authorized.
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 this 11th day of February 2015, by the following vote:

AYES:

NOES:

ABSENT:

Robert L. Poythress, Mayor

ATTEST:

Claudia Mendoza, Recording Secretary

Approved as to Legal Form:

J. Brent Richardson, General Counsel
Successor Housing Agency

Reso. No. _____

RECORDING REQUESTED BY:

Successor Housing Agency to the former
Madera Redevelopment Agency

AFTER RECORDING MAIL TO:

Successor Housing Agency to the former
Madera Redevelopment Agency
428 East Yosemite Avenue
Madera CA 93638-
Attn: Jim Taubert, Executive Director

Recorder's fee waived pursuant to Govt. Code §27383

(Space Above This Line for Recorder's Use)

**RELEASE OF AFFORDABILITY AGREEMENT AND RESTRICTIONS
ON SALE AND USE OF OWNER OCCUPIED DWELLING UNITS**

The Successor Housing Agency to the Former Madera Redevelopment Agency hereby gives notice that the certain Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units entered into by and between Jamie Turek, an unmarried woman (Grantee) and the Madera Redevelopment Agency (Agency), now known as the Successor Housing Agency to the former Madera Redevelopment Agency, on January 9, 2008 and recorded January 14, 2008 as Document No. 2008001185 in the official records of Madera County, California in favor of the former Madera Redevelopment Agency against the real property described below, is hereby released.

The property subject to this Release of Affordability Agreement and Restrictions on Sale and Use of Owner Occupied Dwelling Units is located in the City of Madera, County of Madera, State of California, and is described as follows:

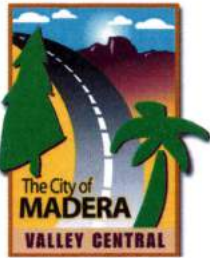
SEE ATTACHED LEGAL DESCRIPTION

DATED: This ____ Day of _____, 2015

SUCCESSOR HOUSING AGENCY to the
former Madera Redevelopment Agency

By: _____
Mayor

ATTACH NOTARY ACKNOWLEDGEMENT



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF February 11, 2015

AGENDA ITEM NUMBER 3H

APPROVED BY:

BUSINESS MANAGER

EXECUTIVE DIRECTOR

SUBJECT: Consideration of a Minute Order Approving Acceptance of the NSP3 Rehab Project at 999 San Bruno Avenue, Authorizing the Mayor to Execute the Notice of Completion, Authorizing Recording of the Notice of Completion

RECOMMENDATION:

Staff recommends that the project be accepted and the "Notice of Completion" be recorded.

SUMMARY:

The City Council will consider the acceptance of the completion of the NSP3 rehab project at 999 San Bruno Avenue in the City of Madera. The action will precede the recording of the Notice of Completion.

DISCUSSION:

The Building Department has acknowledged that the NSP3 rehabilitation project at the City owned home located at 999 San Bruno Avenue has proceeded in accordance with the intent of the design and in compliance with the contract documents.

The general contractor on the project was JSL Construction, Inc. with the Building Department overseeing the progress and construction management. The rehabilitation project totaled \$10,940.30. The home will be sold with affordability covenants.

FISCAL IMPACT:

There is no impact to the General Fund. Funding is provided through the NSP3 program.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 101.8 -Promote and encourage development and redevelopment of low and moderate cost housing.



428 East Yosemite Avenue

Madera, California 93638

Phone: (559) 661-5110

Fax: (559) 674-7018

January 30, 2015

SA Madera Redevelopment Agency
Jim Taubert, Executive Director
428 E. Yosemite Ave., Madera, CA 93638

RE: NSP3 Rehab Project 999 San Bruno Avenue

Dear Mr. Taubert,

I have performed a number of inspections to review the project during the course of construction and to the best of my knowledge the project has been constructed in accordance with the intent of the contract and bid documents.

Based upon the most recent inspection of the above-listed project, located at 999 San Bruno Avenue, in Madera, California, I find that the project is substantially complete.

I recommend that the City of Madera accept the project as complete and commence the preparation of a "Notice of Completion" for the project.

If you have any question regarding this project please contact me at 559-661-5188.

Sincerely,

Bob Wilson

Business Manager

Successor Agency to the Former Redevelopment Agency

RECORDING REQUESTED BY AND FOR THE
BENEFIT OF:

City of Madera

WHEN RECORDED MAIL TO:

NAME: City of Madera
ADDRESS: 205 West 4th Street
CITY, Madera
STATE California
ZIP 93637

NOTICE OF COMPLETION

NO RECORDING FEE PER
GOVERNMENT CODE SECTION 27383

NOTICE is hereby given that:

1. The undersigned is the agent of the / owner of the interest stated below in the property hereinafter described.
2. The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

Full Name

Full Address

Nature of Title

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

Name of Undersigned

3. The names and addresses of the transferors to the current owner (to be shown if the current owner is a successor in interest of the owner who caused the improvement to be constructed, etc.):

Full Name

Full Address

N/A

N/A

Name of Undersigned

4. A work of improvement on the property hereinafter described was SUBSTANTIALLY COMPLETED on January 30, 2015
5. The name of the CONTRACTOR, if any, for such work of improvement was

JSL Construction, Inc.

(if no Contractor, Insert "None")

6. The property on which said work of improvement was completed is in the City of Madera, County of Madera, State of California, and is described as follows:

NSP3 Rehabilitation Project

7. The street address of said property is: 999 San Bruno Avenue, Madera, CA 93637

Dated February 11, 2015 Signature of Owner or Owners (or Agent)

CITY OF MADERA

Robert L. Poythress, Mayor

NOTICE OF COMPLETION VERIFICATION

I, the undersigned say: I am the agent of the owner, and I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Madera, California this _____ day of _____, 2015.

CITY OF MADERA

Signature of Owner or Owners (or Agent)
Robert L. Poythress Mayor
City of Madera

STATE OF CALIFORNIA)
) ss.
COUNTY OF MADERA)

Subscribed and sworn to (or affirmed) before me on
the _____ day of _____ 2015, by
Robert L. Poythress, proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

Notary Public Commissioned for said
County and State

(Space above for official Notary seal)

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

BOARD MEETING OF: February 11, 2015

AGENDA ITEM NUMBER: 31

APPROVED BY:



Grants Administrator



City Administrator

Subject: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING SUBORDINATION AGREEMENTS FOR ESMERALDA R. CEJA FOR A HOME AND CALHOME FIRST TIME HOME BUYER LOAN AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN ON BEHALF OF THE CITY OF MADERA

Summary: The City Council will consider a resolution approving the subordination agreements and authorize the City Administrator to sign.

HISTORY/BACKGROUND

Ms. Ceja received first time homebuyer assistance August 13, 2008. She received a HOME loan for \$39,806 and a \$31,000 CalHome loan.

SITUATION

She is working to modify her mortgage to avoid foreclosure. City Council approved the subordination agreements; however, the lender prefers all references to "refinancing" or "refinance" to be changed to "modifying" or "modify." To help the lender meet their modification timeline, staff placed this item on tonight's agenda

RECOMMENDATION

The modification meets the City's Loan Servicing Policies and Procedures. Staff recommends approving the subordination agreements.

Attachment:
-Resolution (City)

RESOLUTION NO.: 2015-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA,
APPROVING SUBORDINATIONS FOR ESMERALDA R. CEJA FOR A
HOME AND CALHOME FIRST TIME HOME BUYER LOAN AND AUTHORIZING THE
CITY ADMINISTRATOR TO SIGN ON BEHALF OF THE CITY OF MADERA**

WHEREAS, the borrower received a HOME and a CalHome First Time Home Buyer Loan for \$39,806 and \$31,000; respectively, and signed a Declaration of Covenants and Restrictions, a Deed of Trust and a Promissory Note dated August 13, 2008 for each loan; and

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

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

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

1. The above recitals are true and correct.
2. The Subordination Agreements, copies of which are on file in the office of the City Clerk and referred to for particulars, are hereby approved.
3. The City Administrator is authorized to execute the Subordination Agreements on behalf of the City of Madera.
4. The City Clerk is hereby authorized and directed to forward a certified copy of this resolution to the Grant Administrator, who is authorized to take such action as necessary to implement the terms of the Resolution.
5. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council, of the City of Madera, California, this 11th day of February 2015 by the following vote:

SUBORDINATION AGREEMENT

(Modification — Multi-State)

STATE OF CALIFORNIA

COUNTY OF MADERA

In consideration for **WELLS FARGO BANK, NA**, agreeing to modify a loan in the original principal sum of **\$103,040.00** which is being modified for an amount not to exceed **\$103,413.12** to **ESMERALDA R. CEJA, AN UNMARRIED WOMAN** secured by a Deed of Trust on the Property described below which Deed of Trust was dated AUGUST 12, 2008 recorded AUGUST 21, 2008, as INSTRUMENT NO. 2008028971 Official Records of the **MADERA COUNTY, CALIFORNIA, CITY OF MADERA, A PUBLIC BODY** hereby subordinates all liens they have against the Property to include all Deed of Trust liens held by them with respect to **1467 DEBORAH LANE, MADERA, CA 93637** which lien is to be assigned to **CITY OF MADERA, A PUBLIC BODY** and all modifications, amendments, renewals and extensions thereto so that **WELLS FARGO BANK, NA** liens are, and remain, superior thereto.

Lien hereby subordinated: Lien dated **AUGUST 13, 2008** recorded **AUGUST 21, 2008**, as **INSTRUMENT NO. 2008028972** of the Official Records of **MADERA COUNTY, CALIFORNIA**, in the original principal sum of **\$39,806.00**.

Property Description:
See Attached Exhibit "A"

EXECUTED this day of signed, 2014.

BY: _____

ITS: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, on this day personally appeared _____ of _____, its _____ to me to be an officer of said corporation, being duly authorized to commit this transaction, DEPOSES and SWEARS on this, the _____ day of _____, 2014, that the foregoing instrument was executed for the purposes and consideration therein expressed.

NOTARY PUBLIC, STATE OF

MY COMMISSION EXPIRES:

PRINTED NAME OF NOTARY

RECORD AND RETURN TO:

LOT 33, INCLUSIVE OF SUBDIVISION NO. 01-S-14, COTTONWOOD ESTATES PHASE 1 SUBDIVISION,
ACCORDING TO THE MAP THEREOF RECORDED APRIL 24, 2003 IN MAPS, PAGES 64 AND 65, MADERA
COUNTY RECORDS.

SUBORDINATION AGREEMENT

(Modification — Multi-State)

STATE OF CALIFORNIA

COUNTY OF MADERA

In consideration for **WELLS FARGO BANK, NA**, agreeing to modify a loan in the original principal sum of **\$103,040.00** which is being modified for an amount not to exceed **\$103,413.12** to **ESMERALDA R. CEJA, AN UNMARRIED WOMAN** secured by a Deed of Trust on the Property described below which Deed of Trust was dated AUGUST 12, 2008 recorded AUGUST 21, 2008, as INSTRUMENT NO. 2008028971 Official Records of the **MADERA COUNTY, CALIFORNIA, CITY OF MADERA** hereby subordinates all liens they have against the Property to include all Deed of Trust liens held by them with respect to **1467 DEBORAH LANE, MADERA, CA 93637** which lien is to be assigned to **CITY OF MADERA** and all modifications, amendments, renewals and extensions thereto so that **WELLS FARGO BANK, NA** liens are, and remain, superior thereto.

Lien hereby subordinated: Lien dated **AUGUST 13, 2008** recorded **AUGUST 21, 2008**, as INSTRUMENT NO. **2008028973** of the Official Records of **MADERA COUNTY, CALIFORNIA**, in the original principal sum of **\$31,000.00**.

Property Description:

See Attached Exhibit "A"

EXECUTED this day of signed, 2014. .

BY: _____

ITS: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, on this day personally appeared _____ of _____, its _____ to me to be an officer of said corporation, being duly authorized to commit this transaction, DEPOSES and SWEARS on this, the day of , 2014, that the foregoing instrument was executed for the purposes and consideration therein expressed.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, STATE OF

PRINTED NAME OF NOTARY

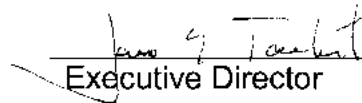
RECORD AND RETURN TO:

LOT 33, INCLUSIVE OF SUBDIVISION NO. 01-S-14, COTTONWOOD ESTATES PHASE 1 SUBDIVISION,
ACCORDING TO THE MAP THEREOF RECORDED APRIL 24, 2003 IN MAPS, PAGES 64 AND 65, MADERA
COUNTY RECORDS.

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

BOARD MEETING OF: February 11, 2015
AGENDA ITEM NUMBER: 3J

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Accepting a Quitclaim Deed for APN: 005-014-033 of the Riverside Villas Subdivision

Summary: The Successor Housing Agency will consider a resolution accepting a Quitclaim Deed for APN: 005-014-033 of the Riverside Villas Subdivision

HISTORY/BACKGROUND

By previous action, the former Redevelopment Agency acquired twenty-three (23) lots owned by Bank of Sierra. When the bank foreclosed on the property, it did not include APN 005-014-033. The original developers are still on title to the property. They have agreed to Quitclaim the property to the Successor Housing Agency.

RECOMMENDATION

Staff recommends the Successor Housing Agency adopt the resolution accepting the Quitclaim Deed for APN 005-014-033 of the Riverside Villas Subdivision.

JET:cm

Attachments:
-Resolution (Agency)
-Quitclaim Deed

RESOLUTION NO. SHA 15-

RESOLUTION OF THE CITY OF MADERA AS SUCCESSOR HOUSING AGENCY, TO
THE FORMER MADERA REDEVELOPMENT AGENCY ACCEPTING A QUITCLAIM
DEED FOR APN 005-014-033 OF THE RIVERSIDE VILLAS SUBDIVISION

WHEREAS, the Former Madera Redevelopment Agency acquired twenty-three (23) lots
owned by Bank of Sierra; and

WHEREAS, the Bank foreclosed on the property; and

WHEREAS, the foreclosure did not include APN 005-014-033 as part of the foreclosure;
and

WHEREAS, the owner of 005-014-033 has agreed to Quitclaim Deed the property to the
City of Madera as Successor Housing Agency; and

WHEREAS, the City of Madera as Successor Housing Agency desires to accept the
Quitclaim Deed to the property known as APN 005-014-033 of Riverside Villas;

WHEREAS, a copy of such Quitclaim is on file in the office of the Office of the
Executive Director and referred to for more particulars.

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

1. The above recitals are true and correct.
2. The City of Madera as Successor Housing Agency to the former Madera
Redevelopment Agency does hereby accept the transfer of property known as APN
005-014-033 of Riverside Villas from Riverside Villas of Madera, L.P., by Quitclaim
Deed a copy of which is attached hereto as Exhibit "A"
3. This resolution is effective immediately upon adoption.

* * * * *

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Successor Agency to the
Former Madera Redevelopment Agency
428 E. Yosemite Avenue
Madera CA 93638
Attn: Executive Director

(Recorder's fee waived per Govt. Code §27383)

No Fee Due 0

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(s) declare(s)

Documentary transfer tax IS \$ZERO
Per Revenue and Taxation Code 11922

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED, **RIVERSIDE VILLAS OF MADERA, L.P., A CALIFORNIA
LIMITED LIABILITY PARTNERSHIP,**

Hereby remise, release and forever quitclaim to:

**THE CITY OF MADERA, AS SUCCESSOR HOUSING AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY**

the real property in the City of Madera, County of Madera, State of California, being more
particularly described as follows:

That portion designated as "REMAINDER-FRESNO RIVER" of Subdivision No. 06-S-04,
Riverside Villas of Madera (A Planned Unit Development), in the City of Madara, County of
Madera, State of California according to the map thereof recorded January 31, 2007, in Book 56,
Pages 142 and 143 of Plats, in the office of the County Recorded of said County.

By: _____ Date: _____

Print Name: _____

NOTARY ACKNOWLEDGEMENT ATTACHED

REPORT TO SUCCESSOR AGENCY BOARD TO THE FORMER MADERA REDEVELOPMENT AGENCY

**SUCCESSOR AGENCY MEETING OF FEBRUARY 11, 2014
AGENDA ITEM NUMBER 3K**

APPROVED BY:



Agency Treasurer



Executive Director

SUBJECT: Investment Activity Report for the Quarter Ending December 31, 2014

BACKGROUND: SB 564 requires all local agencies to file reports on the status of their investment portfolio with their governing body. In accordance with our current investment policy and procedures, excess cash balances are maintained in a combination of interest bearing directed investments. Certain cash balances are maintained with local banks to compensate for charges that accrue to our account as a result of the monthly activity that is processed by the bank. Debt proceeds and the interest earned on reserves maintained for debt issues are managed under trust agreements by third party administrators (fiscal agents). These proceeds and earnings are invested until needed to meet the cash requirements of the debt issue from which they originated.

It has been verified that the current investment portfolio is in conformity with the Agency's proposed investment policy. The Treasurer's cash management program provides sufficient liquidity to meet estimated future expenditures for a period of six months. The objectives of our investment policy are to:

- Maintain the safety of the principal invested.
- Maintain a portfolio with sufficient liquidity to enable the city to meet its operating cash requirements.
- Maintain a market rate of return taking into account the investment risk constraints and cash flow characteristics of the portfolio.
- Public Agencies are required to report the market value on the measurement date used for this report.

RECOMMENDATION: This report was prepared for Successor Agency Board Member review and no formal action is being requested.

DISCUSSION: The Investment Report being presented this evening is for the quarter

ended December 31, 2014.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the quarterly investment report 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 the Vision Madera 2025 Plan.

City of Madera**City of Madera - by Investment Policy, Summary**

Report Format: By Totals

Group By: Asset Class

Portfolio/Report Group: Report Group: Successor Agency**As of 12/31/2014**

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Days To Maturity	Accrued Interest	% of Portfolio
Federal Agency Securities		1.313	599,000.00	588,618.75	591,557.38	1160	1,090.41	5.00
Interest Bearing Accounts		0.000	3,650,615.98	3,650,615.98	3,650,615.98	1	0.00	30.46
Local Agency Investment Fund		0.267	6,226,962.28	6,226,962.28	6,226,962.28	1	0.00	51.95
Negotiable Certificate of Deposit Securities		0.862	1,510,000.00	1,510,000.00	1,513,727.93	544	2,379.77	12.60
Total / Average		0.313	11,986,578.26	11,976,197.01	11,982,863.57	127	3,470.18	100

City of Madera
City of Madera - by Investment Policy, Detail
Report Format: By Transaction
Group By: Asset Class
Portfolio/Report Group: Report Group: Successor Agency
As of 12/31/2014

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Federal Agency Securities											
FHLMC 1 7/28/2017	3137EADJ5	FHLMC Bond	12/23/2013	0.978	155,000.00	155,119.35	154,941.10	7/28/2017	940	658.75	1.29
FNMA 0.875 5/21/2018	3135G0WJ8	FNMA Bond	12/23/2013	1.430	285,000.00	278,259.75	280,260.45	5/21/2018	1237	277.08	2.38
FNMA 0.875 5/21/2018	3135G0WJ8	FNMA Bond	12/23/2013	1.430	159,000.00	155,239.65	156,355.83	5/21/2018	1237	154.58	1.33
Sub Total / Average				1.313	599,000.00	588,618.75	591,557.38		1160	1,090.41	5.00
Interest Bearing Accounts											
Bank of New York Cash	CASH0340-2	Cash	10/31/2013	0.000	480,763.37	480,763.37	480,763.37	N/A	1		4.01
Bank of New York Cash	CASH0342-1	Cash	8/31/2013	0.000	1,337,247.39	1,337,247.39	1,337,247.39	N/A	1		11.16
Bank of New York MM	MM0342-2	Money Market	8/31/2013	0.000	7,006.51	7,006.51	7,006.51	N/A	1		0.06
BONY Debt Service Reserve Cash	CASH0375-2	Cash	6/30/2013	0.000	1,684.60	1,684.60	1,684.60	N/A	1		0.01
BONY Debt Service Reserve Cash	CASH0375-1	Cash	6/30/2013	0.000	264,881.26	264,881.26	264,881.26	N/A	1		2.21
BONY Debt Service Reserve Cash	CASH0340-1	Cash	6/30/2013	0.000	10,504.05	10,504.05	10,504.05	N/A	1		0.09
BONY Project Policy Payment Cash	CASH2553	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1		0.00
BONY Project Redemption Cash	CASH2595-1	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1		0.00
BONY Project Reserve Account Cash	CASH2593-1	Cash	6/30/2013	0.000	99,641.00	99,641.00	99,641.00	N/A	1		0.83
BONY Project Reserve Account Cash	CASH2543	Cash	6/30/2013	0.000	1.00	1.00	1.00	N/A	1		0.00
BONY Project Reserve Account Cash	CASH2593-2	Cash	6/30/2013	0.000	61,273.79	61,273.79	61,273.79	N/A	1		0.51
Union Bank-Checking Cash	CASH4806	Cash	6/30/2013	0.000	1,387,611.01	1,387,611.01	1,387,611.01	N/A	1		11.58
Sub Total / Average				0.000	3,650,615.98	3,650,615.98	3,650,615.98		1	0.00	30.46
Local Agency Investment Fund											
LAIF LGIP	LGIP0001	Local Government Investment Pool	6/30/2013	0.267	6,226,962.28	6,226,962.28	6,226,962.28	N/A	1		51.95
Sub Total / Average				0.267	6,226,962.28	6,226,962.28	6,226,962.28		1	0.00	51.95

Description	CUSIP/Ticker	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Negotiable Certificate of Deposit Securities											
Everbank, FL 0.85 9/28/2016	29976DNV8	Negotiable Certificate Of Deposit	9/28/2012	0.850	170,000.00	170,000.00	170,216.99	9/28/2016	637	375.22	1.42
First Financial Bank, FL 0.7 8/24/2016	32021MDF3	Negotiable Certificate Of Deposit	8/24/2012	0.700	205,000.00	205,000.00	204,863.76	8/24/2016	602	27.52	1.71
Luana Savings Bank, IA 0.65 9/23/2015	549103LA5	Negotiable Certificate Of Deposit	3/23/2012	0.650	175,000.00	175,000.00	175,373.94	9/23/2015	266	308.53	1.46
Medallion Bank, UT 0.85 10/26/2016	58403BZD1	Negotiable Certificate Of Deposit	10/26/2012	0.850	240,000.00	240,000.00	240,153.94	10/26/2016	665	27.95	2.00
Merrick Bank, UT 0.7 6/30/2016	59012YX93	Negotiable Certificate Of Deposit	10/30/2012	0.700	240,000.00	240,000.00	239,992.75	6/30/2016	547	0.00	2.00
Sallie Mae Bank, UT 1.3 8/29/2016	795450PD1	Negotiable Certificate Of Deposit	8/29/2012	1.300	240,000.00	240,000.00	242,097.41	8/29/2016	607	1,042.85	2.00
Toyota Financial Savings, NV 0.9 3/21/2016-12	89235MFL0	Negotiable Certificate Of Deposit	3/21/2012	0.900	240,000.00	240,000.00	241,029.14	3/21/2016	446	597.70	2.00
Sub Total / Average				0.862	1,510,000.00	1,510,000.00	1,513,727.93		544	2,379.77	12.60
Total / Average				0.313	11,986,578.26	11,976,197.01	11,982,863.57		127	3,470.18	100

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

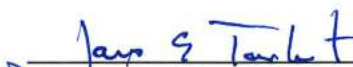
BOARD MEETING OF: February 11, 2015

AGENDA ITEM NUMBER: 3L

APPROVED BY:



Redevelopment Manager



Executive Director

Subject: Consideration of a Resolution Approving the Submittal of Multiple Grant Applications to the Department of Resources Recycling and Recovery (CalRecycle) for All Available Tire-Related Grants for Five Years

Summary: The City Council will consider a resolution approving the application to the Department of Resources Recycling and Recovery (CalRecycle) for all tire-related grants for a period of five years.

HISTORY

The Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, will allow for the application of tire related grants to be approved by a single resolution to span over a period of five consecutive years.

SITUATION

With the current Clean-up and Amnesty grant application, the Department of Resources Recycling and Recovery (CalRecycle) provides the option of submitting one resolution as application approval for all tire-related grants, valid for five consecutive years. Staff wishes to continue the use of grant funds to carry out the activities related to waste tire management within the City of Madera and will apply for all tire-related grants where qualifications and purpose are met.

RECOMMENDATION

Staff recommends the City Council adopt the resolution approving the applications to the Department of Resources Recycling and Recovery for all tire-related grants for a period of five years.

JET/BW:sb

Attachment:
-Resolution (City)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE SUBMITTAL OF MULTIPLE GRANT
APPLICATIONS TO THE DEPARTMENT OF RESOURCES
RECYCLING AND RECOVERY (CALRECYCLE) FOR ALL
AVAILABLE TIRE-RELATED GRANTS FOR FIVE YEARS**

WHEREAS, Public Resources Code sections 40000 et seq. authorize the California Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish necessary procedures governing the application, awarding and management of the Grants; and

WHEREAS, procedures established by the State and CalRecycle require each applicant's governing body to certify by resolution its approval of the submittal of a Grant Application(s) to CalRecycle; and

WHEREAS, if awarded, the City of Madera will enter into a Grant Agreement with the CalRecycle for implementation of the grant(s).

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

1. The submittal of Grant Application(s) to the CalRecycle for all available tire-related grants for a period of five years is authorized.
2. The Executive Director of the Successor Agency to the former Madera Redevelopment Agency, or his/her designee, is authorized and empowered to execute in the name of the City of Madera all necessary grant related documents, including but not limited to applications, agreements, amendments and payment requests, necessary for the purposes of securing grant funds to implement and carry out the program(s) specified in the grant application(s).
3. This resolution is effective immediately upon adoption.

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

BOARD MEETING OF: February 11, 2015
AGENDA ITEM NUMBER: 4A

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Adopting the Madera Recognized Obligation Payment Schedule 15-16A (ROPS) Representing the Period July 1, 2015 to December 31, 2015

Summary: The Successor Agency will consider a resolution approving the Recognized Obligation Payment Schedule 15-16A (ROPS) for the period July 1, 2015 to December 31, 2015

HISTORY/BACKGROUND

AB 1484 requires the submittal of an approved ROPS by March 3, 2015. Failure to comply can result in a fine of \$10,000.00 per day

During the prior ROPS 13-14 A period we received our "Finding of Completion" and submitted a Long Range Property Management Plan. Per H&S code section 34193.3 C(2)(A) the Finding of Completion allows the Successor Agency to proceed with the expenditure of bond funds in a manner that is consistent with our covenants. We are still awaiting approval of our Long Range Property Management Plan.

SITUATION

Per AB 1484 H&S Code Section 34176(g)(1)(A) the Successor Housing Agency has notified the Successor Agency that funding would be needed for the following:

- 1) Riverside Villas – Relocate storm drainage line and make lot line adjustments.
- 2) Riverwalk Subdivision – Construct Riverwalk Drive between A and C Streets – Initiate negotiations for the church, Cappelluti, and Gee properties.

These projects will count towards addressing our replacement housing obligations. Other projects included in the ROPS are as follows:

<u>Project</u>	<u>Funding Source</u>
1) Yosemite/Elm Signal	Bond Proceeds
2) Avenue 16 Linear Park	Bond Proceeds
3) Riverwalk Street Improvements	Bond Proceeds
4) Riverwalk Acquisitions	Bond Proceeds
5) Riverside Villas Storm Drainage	Bond Proceeds
6) 5 E. Yosemite Rehab	Bond Proceeds
7) Knox Stinson streetlight project	Bond Proceeds
8) Southwest Industrial Park Master Plan	Bond Proceeds

RECOMMENDATION

Staff recommends the Successor Agency adopt the resolution approving the Madera Recognized Obligation Payment Schedule 15-1A representing the period July 1, 2015 to December 31, 2015.

JET:cm

Attachments:

-Resolution (Agency)

-ROPS

RESOLUTION NO. SA

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) 15-16A OF THE FORMER MADERA REDEVELOPMENT AGENCY PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2015-2016 FOR THE PERIOD JULY 1, 2015 THROUGH DECEMBER 31, 2015

WHEREAS, in connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, ABx1 26 (the “Dissolution Act”), which, after the California Supreme Court’s ruling on December 29, 2011, has had the effect of dissolving all redevelopment agencies in the State of California; and

WHEREAS, the City of Madera has accepted the designation as the Successor Agency (“Agency”) as that term is defined in the Dissolution Act, which has been authorized to wind down the business of the former Madera Redevelopment Agency; and

WHEREAS, Section 34177 (a)(1) of the California Health and Safety Code (added by the Dissolution Act) required that each redevelopment agency adopt an Recognized Obligation Payment Schedule (ROPS) for payments the redevelopment agency was obligated to make; and

WHEREAS, Section 34177(m) of the California Health and Safety Code requires the Agency to prepare the Recognized Obligation Payment Schedule (ROPS) in a format provided for by the Department of Finance for the approval of the Oversight Board and Department of Finance; and

WHEREAS, the Agency reserves the right to amend the Recognized Obligation Payment Schedule (ROPS) in the future should additional expenses for recognized obligations be identified.

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

1. The recitals listed above are true and correct.
2. The Agency hereby approves and adopts the Recognized Obligation Payment Schedule

15-16a for the period July 1, 2015 through December 31, 2015 attached hereto as Exhibit A.

3. The Agency authorizes and directs the Executive Director to:

(a) Present a copy of the adopted Recognized Obligation Payment Schedule 15-16A for the period July 1, 2015 through December 31, 2015 to the Oversight Board for approval.

(b) Transmit a copy of the adopted Recognized Obligation Payment Schedule 15-16A for the period July 1, 2015 through December 31, 2015 by mail or electronic means to the State Department of Finance, the State Controller, Madera County Administrator and Madera County Auditor-Controller.

(c) Post the Recognized Obligation Payment Schedule 15-16A for the period July 1, 2015 through December 31, 2015 on the City's website.

4. The Agency designates its Executive Director as the individual to whom the Department of Finance may make requests for information and who shall provide the department with his telephone number and email address for purposes of communication.

5. This resolution is effective immediately upon adoption.

* * * * *

Recognized Obligation Payment Schedule (ROPS 15-16A) - Summary

Filed for the July 1, 2015 through December 31, 2015 Period

Name of Successor Agency: Madera City
 Name of County: Madera

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):		\$ 4,280,595
B	Bond Proceeds Funding (ROPS Detail)	3,613,655
C	Reserve Balance Funding (ROPS Detail)	621,940
D	Other Funding (ROPS Detail)	45,000
E Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 1,900,000
F	Non-Administrative Costs (ROPS Detail)	1,775,000
G	Administrative Costs (ROPS Detail)	125,000
H Current Period Enforceable Obligations (A+E):		\$ 6,180,595

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding

I	Enforceable Obligations funded with RPTTF (E):	1,900,000
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(2,304)
K Adjusted Current Period RPTTF Requested Funding (I-J)		\$ 1,897,696

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding

L	Enforceable Obligations funded with RPTTF (E):	1,900,000
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N Adjusted Current Period RPTTF Requested Funding (L-M)		1,900,000

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name	Title
/s/	
Signature	Date

Recognized Obligation Payment Schedule (ROPS 15-16A) - Report of Cash Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf .								
A	B	C	D	E	F	G	H	I
	Cash Balance Information by ROPS Period	Fund Sources						Comments
		Bond Proceeds		Reserve Balance		Other	RPTTF	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	
ROPS 14-15A Actuals (07/01/14 - 12/31/14)								
1	Beginning Available Cash Balance (Actual 07/01/14)	10,567,682		123,279	18,097		-	\$18,097 PPA 13-14B
2	Revenue/Income (Actual 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014	67,599				369,217	1,999,995	\$369,217 Loan from city approved DOF
3	Expenditures for ROPS 14-15A Enforceable Obligations (Actual 12/31/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	21,852		123,279		369,217	1,997,691	\$369,217 Loan From City approved
4	Retention of Available Cash Balance (Actual 12/31/14) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,425,522						\$2,548,798 2008 Bond Reserve with Trustee \$469,806 1998 Bond Reserve with Trustee \$406,918 2003 Bond Reserve with SA
5	ROPS 14-15A RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15A PPA in the Report of PPA, Column S	No entry required						2,304
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 7,187,907	\$ -	\$ -	\$ 18,097	\$ -	\$ -	
ROPS 14-15B Estimate (01/01/15 - 06/30/15)								
7	Beginning Available Cash Balance (Actual 01/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 10,613,429	\$ -	\$ -	\$ 18,097	\$ -	\$ 2,304	\$18,097 PPA 13-14B
8	Revenue/Income (Estimate 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015						2,324,970	
9	Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 06/30/15)				18,097		1,703,030	
10	Retention of Available Cash Balance (Estimate 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						621,940	
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	\$ 10,613,429	\$ -	\$ -	\$ -	\$ -	\$ 2,304	

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail July 1, 2015 through December 31, 2015 (Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
								\$ 93,732,825		\$ 3,613,655	\$ 621,940	\$ 45,000	\$ 1,775,000	\$ 125,000	\$ 6,180,595
1	1998 Tax Allocation Bond	Bonds Issued On or	10/7/1998	10/7/2028	BNYMellon	Bonds issue to fund RDA projects		8,577,708	N				272,900		\$ 272,900
2	2003 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	10/30/2003	10/30/2033	BNYMellon	Bonds issue to fund RDA projects		23,554,091	N		621,940		317,585		\$ 939,525
3	2008A Tax Allocation Bond	Bonds Issued On or Before 12/31/10	9/10/2008	9/10/2038	BNYMellon	Bonds issue to fund non-housing projects		43,908,516	N				989,025		\$ 989,025
4	2008B Tax Allocation Bond	Bonds Issued On or Before 12/31/10	9/10/2008	9/10/2038	BNYMellon	Bonds issue to fund housing projects		6,292,997	N				171,490		\$ 171,490
5	BNYMT Trustee fees 1998 Series	Bonds Issued On or Before 12/31/10	10/7/1998	10/7/2028	BNYMellon	Trustee Fees		49,000	N				5,000		\$ 5,000
6	BNYMT Trustee fees 2003 Series	Bonds Issued On or Before 12/31/10	10/30/2003	10/30/2033	BNYMellon	Trustee Fees		64,000	N				5,000		\$ 5,000
7	BNYMT Trustee fees 2008 Series & Arbitrage	Bonds Issued On or Before 12/31/10	9/10/2008	9/10/2038	BNYMellon	Trustee Fees		181,100	N				10,000		\$ 10,000
8	Arbitrage Calculations - contract	Bonds Issued On or Before 12/31/10	10/1/2012	9/10/2038	BNYMellon	Bond Required Arbitrage calc		58,600	N				4,000		\$ 4,000
9	Bond Dissemination	Legal	9/10/2008	9/10/2038	Orrick	Bond Requirement		50,000	N						\$ -
20	Affordable Housing Monitoring	Project Management Costs	2/1/2008	9/10/2038	Personnel Staff	Affordable housing monitoring			Y						\$ -
21	Property Management	Property Maintenance	2/1/2008	9/10/2038	Personnel Staff	Facility and Lot maintenance		114,000	N	10,000					\$ 10,000
25	Required Public Noticing	Property Dispositions	2/1/2008	9/10/2038	H&S Code 34433	77 parcels @ \$250 + 4hrs each			Y						\$ -
26	Replacement Housing Obligation program cost	Miscellaneous	12/24/2009	9/10/2038	Payee not listed	Adm & Management			Y						\$ -
27	Commercial Property Liquidation	Property Dispositions	2/1/2008	9/10/2038	Payee not listed	Commercial Properties		160,240	N						\$ -
29	Insurance Premiums	Miscellaneous	2/1/2008	9/10/2038	Payee not listed	Liability, Property Insurance		-	Y						\$ -
30	Oversight Board	Miscellaneous	2/1/2008	9/10/2038	Payee not listed	Oversight Board		-	Y						\$ -
31	Herbicide Property Maintenance	Property Maintenance	2/1/2008	9/10/2038	Payee not listed	Weed Control on SA properties		15,000	N	3,000					\$ 3,000
32	Property Tax Services	Miscellaneous	2/1/2008	9/10/2038	Fraser & Associates	Property Tax Services		-	Y						\$ -
34	Successor Agency Board Members	Miscellaneous	2/1/2008	9/10/2038	Payee not listed	Salaries Board Members		-	Y						\$ -
35	SA OB Web Development	Miscellaneous	2/1/2008	9/10/2038	Emo Creative	H&S 34179 Web Site development		-	Y						\$ -
36	Employee Leave Balances	Miscellaneous	2/1/2008	9/10/2038	Payee not listed	Employee Leave Balances		-	N						\$ -
38	Riverside Villas	Improvement/Infrastr ucture	3/24/2011	9/10/2038	Payee not listed	Storm drainage		330,000	N	330,000					\$ 330,000
39	Midtown Village Subdivision	Miscellaneous	10/14/2009	9/10/2038	Payee not listed	\$1,126,000 Expensed to Date			N						\$ -
40	MUSD 308 S. J Street	Miscellaneous	2/1/2008	9/10/2038	Payee not listed	Update Plans		-	N						\$ -
43	Avenue 16 Landscape Project	Improvement/Infrastr ucture	10/11/2006	9/10/2038	Payee not listed	\$138,800 Expensed to Date		250,000	N	250,000					\$ 250,000
47	Airport Infrastructure Master Plan	Improvement/Infrastr ucture	7/21/1999	9/10/2038	Payee not listed	\$89,499 Expensed to Date		-	N						\$ -
48	Southwest Industrial Park Master Plan	Professional Services	9/9/2009	9/10/2038	NorthStar PO 661	Master Plan Traffic Circulation-SW Madera Industrial Area (Agmt \$136,629 + 10% Contingency- \$13,629)		93,814	N	93,814					\$ 93,814
49	"E" Street Improvement Project	Improvement/Infrastr ucture	9/1/1991	9/10/2038	Payee not listed	Construction is out		-	N						\$ -
53	Successor Agency Employee Cost	Project Management Costs	9/1/1991	9/10/2038	Successor Agency	Payroll Cost		-	Y						\$ -
54	SA Admin Costs	Admin Costs	1/1/2012	9/10/2038	Successor Agency	Administrative Costs		6,125,000	N					125,000	\$ 125,000
58	Adell Imp Project	Improvement/Infrastr ucture	3/11/2009	9/10/2038	Quad Knopf PO 663	Engineering/Surveying - Adell Improvement Project (Contract for \$128,120 + 10% - \$140,900;CO \$5,150) Proj No. 90058		18,000	N	18,000					\$ 18,000
59	Adell Improvement Project	Improvement/Infrastr ucture	3/11/2009	9/10/2038	Payee not listed	\$133,940 Expensed to Date			Y						\$ -

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail July 1, 2015 through December 31, 2015 (Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
60	Ave 16 Improvements	Improvement/Infrastr ucture	10/11/2006	9/10/2038	Blair, Church and Flynn	Ave 16 - 3rd Amend-\$10,500 Proj No. 206-0427 - EW2 & 4th Amend-\$44,400- Proj No. 206-0427		-	Y						\$ -
61	Canal Relocation	Improvement/Infrastr ucture	10/14/2009	9/10/2038	Quad Knopf PO 662	Eng Srv - Relocation of MID Canal between 7th & E Streets relocating to Clinton ROW Proj No. 90222		46,266	N	46,266					\$ 46,266
62	Laurel Linear Park	Improvement/Infrastr ucture	10/14/2009	9/10/2038	Blair, Church & Flynn	Eng Srv-Sunset/Laurel/Riverview Linear Park Project- No. 209-0326		9,200	N	9,200					\$ 9,200
65	Housing Bond Fund Obligations	Miscellaneous	8/15/2008	9/10/2038	Payee not listed	2008B Tax Exempt Bond Proceeds			Y						\$ -
66	Riverwalk Subdivision	Improvement/Infrastr ucture	1/15/2014	9/10/2038	Payee not listed	\$5,135,000 Expensed to Date		1,328,375	N	1,328,375					\$ 1,328,375
67	Riverwalk Subdivision	Improvement/Infrastr ucture	1/15/2014	9/10/2038	Payee not listed	Property Acquisition		360,000	N	360,000					\$ 360,000
68	Lake/Adell Street Project	Improvement/Infrastr ucture	1/14/2009	9/10/2038	City of Madera - Engineering	Reimburse Agmt for Eng Srv - Lake/Adell - contract with Yamabe/Horn		-	Y						\$ -
70	Central Madera Street Project	Improvement/Infrastr ucture	1/14/2009	9/10/2038	Blair, Church & Flynn PO 660	Eng/Design - central Madera Residential District Proj No. 208-0541		83,513	N						\$ -
71	Midtown Village	Improvement/Infrastr ucture	10/14/2009	9/10/2038	Precision Engineering	6th & Sycamore Subdivision(Midtown) - Civil Eng. Srv #08-131			Y						\$ -
72	Midtown Village	Improvement/Infrastr ucture	10/14/2009	9/10/2038	TRIAD	6th & Sycamore Subdivision(Midtown) - Precise Plan - Project No.8077			Y						\$ -
73	Midtown Village	Improvement/Infrastr ucture	10/14/2009	9/10/2038	California Utility Consultants	Utility Project Mgmt Services - 6th & Sycamore Subdivision			Y						\$ -
74	Midtown Village	Improvement/Infrastr ucture	10/14/2009	9/10/2038	Technician Eng. Services, Inc. (11/10/10)	Geotech Eng Services - Midtown Subdivision (6th/Sycamore)			Y						\$ -
75	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Payee not listed	Contract Services		60,000	N	20,000					\$ 20,000
76	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Payee not listed	Utilities		74,500	N	6,000					\$ 6,000
77	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Payee not listed	Profession Dues & Assessments		17,580	N	6,000					\$ 6,000
78	Project Operations	Project Management Costs	1/1/2012	9/10/2038	Payee not listed	Other Supplies		38,725	N	12,000					\$ 12,000
79	Riverwalk Subdivision	Improvement/Infrastr ucture	1/1/2012	9/10/2038	California Utility Consultants	Utility Project Mgmt Services - Riverwalk Subdivision			Y						\$ -
82	Elm & Yosemite Traffic Signal	Improvement/Infrastr ucture	6/14/2009	9/10/2038	Payee not listed	DDA - Impact Fees may fund project		475,000	N	475,000					\$ 475,000
83	SA Project Employee Cost	Project Management Costs	1/1/2012	9/10/2038	Payee not listed	Project Management		380,000	N	80,000					\$ 80,000
85	Property Maintenance 428 Yosemite	Property Maintenance	1/1/2012	9/10/2038	Payee not listed	Property Maintenance 428 Yosemite		48,000	N	2,000					\$ 2,000
86	Property Maintenance 120 N. E St.	Property Maintenance	1/1/2012	9/10/2038	Payee not listed	Property Maintenance 128 N E St		135,000	N	6,000					\$ 6,000
88	Replacement Housing Obligation	Miscellaneous	12/24/2009	9/10/2038	Payee not listed	Loan & Incentives			N						\$ -
89	Bond Reserve Requirement	Legal	1/1/2012	9/10/2038	Payee not listed	Bond Reserve Requirement		-	Y						\$ -
91	NSP3 Projects	Admin Costs	5/15/2011	9/10/2038	Payee not listed	Project Management		150,000	N			45,000			\$ 45,000
94	CDBG	Miscellaneous	1/1/2012	9/10/2038	Payee not listed	Management		-	Y						\$ -
95	Property Maintenance 5 E. Yosemite	Property Maintenance	1/1/2012	9/10/2038	Payee not listed	Property Maintenance 5 E Yosemite		134,600	N	8,000					\$ 8,000
96	State CalHFA Loan HELP	Third-Party Loans	9/14/2005	9/10/2038	CALHFA	Loan for affordable Multi Family housing		-	Y						\$ -
149	2003 Tax Allocation Bond Bond Reserve Requirement	Bonds Issued On or Before 12/31/10	9/3/2013	9/10/2038	BNYMellon	Bonds issue to fund RDA projects		-	Y						\$ -
150	Remodel 5 E. Yosemite	Improvement/Infrastr ucture	7/30/2014	10/30/2014	Contractor unknown	Restore for continued trancient use as permitted in grant agmt		325,000	N	325,000					\$ 325,000

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail July 1, 2015 through December 31, 2015 (Report Amounts in Whole Dollars)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
151	Loan from City for Sept 2014 Bond Payment	City/County Loans After 6/27/11	8/13/2014	3/20/2014	City of Madera	City Loan to SA for debt service		-	Y						\$ -
152	Carry forward for next period Debt service	Reserves	9/15/2014	9/1/2015	BNYMellon	Debt Service		-	N						\$ -
153	Knox Stinson streetlight project	Improvement/Infrastr ucture	2/1/2015	6/30/2015	unknown	Final Phase of Streetlight project		225,000	N	225,000					\$ 225,000

ROPS 14-15A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA)																				ROPS 14-15A CAC PPA:									
Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15A (July through December 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16A (July through December 2015) period will be offset by the SAs self-reported ROPS 14-15A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																				To be completed by the CAC upon submittal of the ROPS 15-16A by the SA to Finance and the CAC. Note that CACs will need to enter their own formulas at the line item level pursuant to the manner in which they calculate the PPA. Also note that the Admin amounts do not need to be listed at the line item level and may be entered as a lump sum.									
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB		
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures											SA Comments	RPTTF Expenditures							CAC Comments		
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin							Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16A Requested RPTTF)	Non-Admin CAC			Admin CAC				Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16A Requested RPTTF)	
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)			Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference			Net Difference
1	1998 Tax Allocation	\$ 3,234,266	\$ 21,852	\$ 492,498	\$ 123,279	\$ 369,217	\$ 369,217	\$ 1,874,995	\$ 1,874,995	\$ 1,874,995	\$ 1,872,691	\$ 2,304	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ 2,304				\$ -			\$ -				
2	2003 Tax Allocation	-		492,498	123,279	369,217	369,217	270,855	270,855	\$ 270,855	270,855	\$ -						\$ -											
3	2008A Tax Allocation Bond	-						981,304	981,304	\$ 981,304	981,302	\$ 2						\$ 2											
4	2008B Tax Allocation Bond	-		-		-		173,079	173,079	\$ 173,079	173,079	\$ -						\$ -											
5	BNYMT Trustee fees 1998 Series	-		-		-		3,000	3,000	\$ 3,000	3,000	\$ -						\$ -											
6	BNYMT Trustee fees 2003 Series	-		-		-		3,000	3,000	\$ 3,000	1,636	\$ 1,364						\$ 1,364											
7	BNYMT Trustee fees 2008 Series & Arbitrage	-		-		-		4,000	4,000	\$ 4,000	4,000	\$ -						\$ -											
8	Arbitrage Calculations - contract	-		-		-		4,000	4,000	\$ 4,000	3,062	\$ 938						\$ 938											
9	Bond Dissemination	-		-		-		-		\$ -		\$ -						\$ -											
10	State CalHFA Loan HELP	-		-		-		-		\$ -		\$ -						\$ -											
12	Continuing Disclosure Rpt	-		-		-		-		\$ -		\$ -						\$ -											
18	Standard & Poors Report	-		-		-		-		\$ -		\$ -						\$ -											
20	Affordable Housing Monitoring	-		-		-		-		\$ -		\$ -						\$ -											
21	Property Management	10,000		-		-		-		\$ -		\$ -						\$ -											
22	Public Notice Requirement	-		-		-		-		\$ -		\$ -						\$ -											
23	SA & Oversight Board Meeting pre & post	-		-		-		-		\$ -		\$ -						\$ -											
24	OSCA GRANT	-		-		-		-		\$ -		\$ -						\$ -											
25	Required Public Noticing	-		-		-		-		\$ -		\$ -						\$ -											
26	Replacement Housing Obligation program cost	-		-		-		-		\$ -		\$ -						\$ -											
27	Commercial Property Liquidation	-		-		-		-		\$ -		\$ -						\$ -											
29	Insurance Premiums	-		-		-		-		\$ -		\$ -						\$ -											

Recognized Obligation Payment Schedule(ROPS 15-16A)- Report of Prior Period Adjustments reported for the ROPS 14-15A (July 1, 2014 through December 31, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a) (Report Amounts in Whole Dollars)																											
ROPS 14-15A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA) Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15A (July through December 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16A (July through December 2015) period will be offset by the SAs self-reported ROPS 14-15A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																				ROPS 14-15A CAC PPA: To be completed by the CAC upon submittal of the ROPS 15-16A by the SA to Finance and the CAC. Note that CACs will need to enter their own formulas at the line item level pursuant to the manner in which they calculate the PPA. Also note that the Admin amounts do not need to be listed at the line item level and may be entered as a lump sum.							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures										Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16A Requested RPTTF)	RPTTF Expenditures						Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16A Requested RPTTF)	CAC Comments	
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin						Non-Admin CAC			Admin CAC					
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)		Net Difference (M+R)	SA Comments	Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual		Difference
		\$ 3,234,266	\$ 21,852	\$ 492,498	\$ 123,279	\$ 369,217	\$ 369,217	\$ 1,874,995	\$ 1,874,995	\$ 1,874,995	\$ 1,872,891	\$ 2,304	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ 2,304			\$ -		\$ -		\$ -		
68	Lake/Adell Street Project	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
70	Central Madera Street Project	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
71	Midtown Village	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
72	Midtown Village	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
73	Midtown Village	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
74	Midtown Village	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
75	Project Operations	20,000	855	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
76	Project Operations	6,000	600	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
77	Project Operations	6,000	68	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
78	Project Operations	12,000	18	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
79	Riverwalk Subdivision	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
82	Elm & Yosemite Traffic Signal	475,000	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
83	SA Project Employee Cost	80,000	10,620	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
85	Property Maintenance 428 Yosemite	2,000	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
86	Property Maintenance 120 N. E St.	6,000	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
88	Replacement Housing Obligation	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
89	Bond Reserve Requirement	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
91	NSP3 Projects	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
94	CDBG	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
95	Property Maintenance 5 E. Yosemite	8,000	630	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
96	State CalHFA Loan HELP	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
97	Soil Remediation 1350 Yose All expenditures are reimbursed by Orphan site cleanup grant	120,000	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
149	2003 Tax Allocation Bond Bond Reserve Requirement	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									
150	Remodel 5 E. Yosemite	120,000	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -									

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

BOARD MEETING OF: February 11, 2015
AGENDA ITEM NUMBER: 4B

APPROVED BY:



Executive Director

Subject: Consideration of a Resolution Approving the Administrative Budget of the Successor Agency for the Period July 1, 2015 – December 31, 2015

Summary: The Successor Agency will consider a resolution approving the Administrative Budget of the Successor Agency for the period July 1, 2015 – December 31, 2015

HISTORY/BACKGROUND

ABx126 and AB1484 provide for an administrative cost allowance funded from property tax to pay for certain costs incurred for winding down the affairs of redevelopment agencies. We are limited to \$125,000.00 per ROPS cycle. Other sources to fund administrative costs include:

- Low and Moderate Income Housing Fund Program Income
- Bond Proceeds
- Grants

Administrative costs are those necessary to carry out enforceable obligations. Additionally, the dissolution legislation created a number of new reporting requirements.

RECOMMENDATION

Staff recommends the Successor Agency adopt the resolution approving the Administrative Budget for the period July 1, 2015 – December 31, 2015

JET:cm

Attachment:

- Resolution (Agency)
- Administrative Budget

RESOLUTION NO.

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, 2015 THROUGH
DECEMBER 31, 2015

WHEREAS, in connection with the approval and adoption of the State Budget for Fiscal Year 2011-2012, the California Legislature adopted, and the Governor signed, ABx1 26 (the "Dissolution Act"), which, after the California Supreme Court's ruling on December 29, 2011, has had the effect of dissolving all redevelopment agencies in the State of California; and

WHEREAS, the City of Madera has accepted the designation as the Successor Agency ("Agency") as that term is defined in the Dissolution Act, which has been authorized to wind down the business of the former Madera Redevelopment Agency; and

WHEREAS, Section 34177(j) of the California Health and Safety Code (added by the Dissolution Act) requires the Agency to prepare and approve an Administrative Budget for administrative costs of the Agency for the upcoming six-month fiscal period as provided in Section 34177 and submit to the Oversight Board for its approval.

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

1. The recitals listed above are true and correct.
2. The Agency hereby approves the Administrative Budget for administrative costs for the period July 1, 2015 through December 31, 2015 attached hereto as Exhibit A.
3. The Agency authorizes and directs the Executive Director to:
 - (a) Present a copy of the Administrative Budget for administrative costs for the period July 1, 2015 through December 31, 2015 to the Oversight Board for approval.

(b) Upon approval of the Oversight Board, transmit a copy of the Administrative Budget for administrative costs for the period July 1, 2015 through December 31, 2015 by mail or electronic means to the Madera County Auditor-Controller.

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 11th day of February 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Poythress, Mayor

ATTEST:

Claudia Mendoza, Recording Secretary

Approved as to Legal Form:

J. Brent Richardson, General Counsel

EXHIBIT A

SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY
Administrative Budget FY 2015-16 Partial
(July 1, 2015 to December 31, 2015)

Description	RPTTF Adm Allowance	Other
TOTAL ADMINISTRATIVE BUDGET	<u>\$125,000</u>	<u>\$263,758</u>

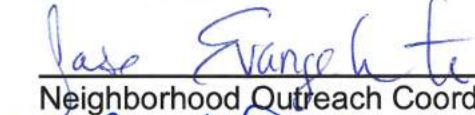
Funding Sources:
Bond Proceeds
Low Mod Housing
Grants
RPTTF Adm Allowance

REPORT TO THE CITY COUNCIL

BOARD MEETING OF: February 11, 2015

AGENDA ITEM NUMBER: 4C

APPROVED BY:



Neighborhood Outreach Coordinator



Neighborhood Preservation Supervisor



Executive Director

Subject: Update on Neighborhood Outreach Activities.

Summary: Jose Evangelista, Neighborhood Outreach Coordinator, will give an update on Neighborhood Outreach Activities.

HISTORY/BACKGROUND

Over the last couple of years, the City Council has shown a growing interest in neighborhood involvement. Since then, the Neighborhood Outreach Program was created to provide various activities to empower the citizens of Madera.

SITUATION

The City Council will be provided with an update on the various Neighborhood Outreach Activities which are currently ongoing. The Mayor will address the Council on an opportunity to further expand the Program's efforts.

RECOMMENDATION

This report is provided for your information only; no action is required.

Attachment:
-Activities by District List

District 1

Sally Bompreszi

1. Home Ranch Neighborhood
Block Party- 4/20/13
2. Frederick Neighborhood
NW Meeting- 2/23/12
NW Meeting- 8/1/12
NW Meeting- 4/23/13
3. Trevor Neighborhood
Block Party- 5/4/13
NW Meeting- 12/16/13
4. Lincoln Neighborhood
NW Meeting- 12/15/11
NW Meeting- 2/2/12
NW Meeting- 3/22/12
Meeting- 4/23/12
Block Party- 6-9-12
Block Party- 10/12/13
5. Bay Court Neighborhood
Block Party- 5/12/11
6. West Park Neighborhood
Block Party- 7-28-12
7. Venturi Neighborhood
Block Party- 8/10/13
NW Meeting- 10/29/13
NW Meeting- 2/25/14
NW Meeting- 6/16/14
8. Suburban Neighborhood
NW Meeting- 3/4/14
9. Riverview Neighborhood
NW Meeting- 12/16/14

District 2

Andy Medellin

1. Monterey Neighborhood
NW Meeting- 11/3/11
NW Meeting- 1-5-12
NW Meeting- 3/1/12
NW Meeting- 5/17/12
2. Chianti Neighborhood
Block Party- 5/29/11
Block Party- 6/8/13
3. Santa Barbara Neighborhood
NW Meeting- 11/10/11
NW Meeting- 12/08/11
NW Meeting- 12/06/14
4. Santa Bonita/Madison Neighborhood
NW Meeting- 4/24/12
NW Meeting- 9/11/12
NW Meeting- 11/1/12
NW Meeting- 3/18/13
NW Meeting- 12/10/13
5. St. Montelena Neighborhood
Block Party- 6/5/12
Block Party- 8/24/13
6. Almond Tree Neighborhood
Block Party- 3/16/13
7. Park Neighborhood
NW Meeting- 6/18/13
8. Capistrano Neighborhood
Block Party- 7/8/13
NW Meeting- 10/3/13
NW Meeting- 11/25/13
NW Meeting- 5/19/14
9. Madera Family Apt Neighborhood
NW Meeting- 4/22/14
NW Meeting- 7/1/14
NW Meeting- 9/25/14
10. Casa De Dallas Neighborhood
NW Meeting- 5/22/14
11. Woodland Neighborhood
N/W Meeting- 8/9/11

District 3

Mayor Pro Tem Will Oliver

1. **Fillmore Neighborhood**
Block Party- 10/9/10
Block Party- 10/8/11
Block Party- 10/20/12
Block Party- 10/19/13
Block Party- 10/11/14
2. **Columbia/Washington Neighborhood**
NW Meeting- 4/30/13
NW Meeting- 10/23/13
NW Meeting- 11/12/13
3. **Jefferson Neighborhood**
NW Meeting- 4/17/14
NW Meeting- 12/9/14
NW Meeting- 1/15/15
4. **Ironwood Neighborhood**
NW Meeting- 4/28/14
NW Meeting- 5/27/14
NW Meeting- 7/15/14
5. **Sonora Neighborhood**
NW Meeting- 2/5/15

District 4

Derek Robinson

1. **North Kennedy**
Neighborhood Pot Luck- 3/9/11
NW Meeting- 5/10/11
2. **South Kennedy**
NW Meeting- 5/26/11
NW Meeting- 6/28/11
NW Meeting- 7/13/11
NW Meeting- 11/16/11
NW Meeting- 5/22/12
3. **Sanarita Neighborhood**
NW Meeting- 10/4/11
4. **Mission Neighborhood**
NW Meeting- 10/5/11
5. **Wessmith Neighborhood**
NW Meeting- 1/19/12
NW Meeting- 2/16/12
NW Meeting- 4/17/12
NW Meeting- 8/16/12
Block Party- 10/13/12
NW Meeting- 10/28/13
NW Meeting- 11/13/14
6. **La Jolla/Lacreta Neighborhood**
NW Meeting- 11/22/13
NW Meeting- 10/14/14
NW Meeting- 11/18/14
7. **Myers Neighborhood**
NW Meeting- 6/4/13
8. **Cordova Neighborhood**
Block Party- 9/21/13
9. **La Jolla/Zapata Neighborhood**
NW Meeting- 9/9/14
NW Meeting- 12/2/14
10. **Kennedy Housing Neighborhood**
NW Meeting- 12/18/14

District 5

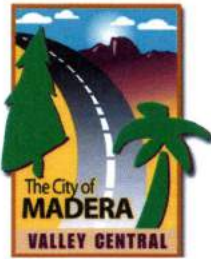
Charles Rigby

1. **Vista Del Sierra Neighborhood**
Neighborhood Pot Luck- 3/10/11
Block Party- 4/30/11
2. **Floto Neighborhood**
NW Meeting- 11/15/12
3. **King Neighborhood**
NW Meeting- 2/26/13
NW Meeting- 3/19/13
NW Meeting- 5/13/13
NW Meeting- 12/3/13
4. **Malone Housing Neighborhood**
NW Meeting- 2/10/15

District 6

Donald Holley

1. **South B Street Neighborhood**
NW Meeting- 2/8/11
NW Meeting- 2/24/11
NW Meeting- 3/15/11
NW Meeting- 3/24/11
Block Party- 4/9/11
NW Meeting- 5/25/11
NW Meeting- 6/9/11
NW Meeting- 8/18/11
NW Meeting- 8/23/11
NW Meeting- 8/30/12
NW Meeting- 1/29/14
2. **Lemon Neighborhood**
NW Meeting- 4/27/11
NW Meeting- 5/5/11
NW Meeting- 7/28/11
NW Meeting- 10/19/11
3. **Georgia Neighborhood**
NW Meeting- 9/27/11
NW Meeting- 11/29/11
NW Meeting- 4/19/12
4. **Hughes Neighborhood**
NW Meeting- 10/16/12
NW Meeting- 11/5/13
NW Meeting- 10/23/14
5. **San Ramon Neighborhood**
NW Meeting- 5/6/13
NW Meeting- 9/20/13
NW Meeting & Block Party- 10/26/13
6. **Mariposa Neighborhood**
NW Meeting- 6/11/13
NW Meeting- 5/6/14
7. **Orchard Point Neighborhood**
NW Meeting- 4/8/14



REPORT TO THE CITY COUNCIL

MEETING OF FEBRUARY 11, 2015

AGENDA ITEM NUMBER 5A

APPROVED BY:



EXECUTIVE DIRECTOR



BUSINESS MANAGER

SUBJECT: Consideration of a Resolution Approving Contract with JSL Construction, Inc. for the Rehabilitation of 27322 Perkins Avenue Related to the NSP3 Program, in the amount of \$45,975.00 with a 10% Contingency

RECOMMENDATION: Staff recommends the City Council adopt the resolution awarding the rehabilitation contract to JSL Construction, Inc. in the amount of \$45,975 and authorizing the City Administrator to approve contingencies of up to ten (10) percent.

SUMMARY: The City Council will consider a resolution awarding the contract for the rehabilitation of 27322 Perkins Avenue to JSL Construction, Inc. in the amount of \$45,975.00 and authorizing additional contingencies of up to ten (10) percent as approved by the City Administrator.

DISCUSSION: The rehabilitation project of 27322 Perkins Avenue is part of the NSP3 program. Three contractors attended the bid tour. The bid opening was held on Thursday, January 29, 2015. Two (2) bids were submitted and ranged from \$45,975.00 to \$48,896.00. The low bid was submitted by JSL Construction, Inc.

FISCAL IMPACT: There is no impact to the General Fund. Funding is provided through the NSP3 program.

Attachments:

- Resolution
- Rehabilitation Contract
- Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING CONTRACT WITH JSL CONSTRUCTION, INC. FOR THE REHABILITATION OF 27322 PERKINS AVENUE RELATED TO THE NSP3 PROGRAM, IN THE AMOUNT OF \$45,975.00 WITH A 10% CONTINGENCY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, the COUNTY has been awarded Community Development Block Grant (CDBG) funds in the 2010/2011 cycle from the U.S. Department of Housing and Urban Development, to assist low and moderate income homeowners' in rehabilitating their homes, and to acquire, rehabilitate and resale foreclosed homes (the "Project"); and

WHEREAS, the COUNTY has selected the City to be the contractor for this Project; and

WHEREAS, the City has purchased 27322 Perkins Avenue for the Project; and

WHEREAS, bids for rehabilitation of 27322 Perkins Avenue were duly submitted to personnel of the City; and

WHEREAS, all bids were reviewed for compliance with the bid documents; and

WHEREAS, JSL Construction, Inc. was the lowest responsive and responsible bidder on the Project.

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

1. The above recitals are true and correct.
2. The City Council, of the City of Madera, California, does hereby award the rehabilitation contract of 27322 Perkins Avenue to JSL Construction, Inc. in the amount of \$45,975.00 with an additional 10% contingency upon written approval of the City Administrator or designee.
3. The agreement with JSL Construction, Inc. for the rehabilitation of 27322 Perkins Avenue, a copy of which is filed in the Office of the City Clerk and referred to for particulars, is hereby approved.
4. The Mayor is authorized to execute the contract on behalf of the City of Madera.
5. This Resolution is effective immediately upon adoption.

County of Madera
Neighborhood Stabilization Program

REHABILITATION CONTRACT
FOR ONE OR MORE SINGLE-FAMILY HOMES

THIS AGREEMENT made and entered into this 11th day of February, 2015, by and Between JSL Construction, Inc., hereinafter called the "Contractor," and the City of Madera whose mailing address is 205 W. Fourth Street, Madera, CA 93637, hereinafter called the "Owner." This agreement is in a form approved by the County of Madera, a funder of this work, hereinafter called the "Grantee."

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. Contractor's Scope of Work and Responsibilities

The Contractor shall comply with the following provisions:

A. Labor, Materials and Work Write-Up

Furnish all labor, materials, supervision, and services necessary to do the work specified for 27322 Perkins Avenue, Madera, CA 93637 in Exhibit "A" attached hereto and made a part hereof for the total sum of \$45,975.00.

B. Notice to Proceed

Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall begin the work within ten calendar days of the date of said Notice, and shall complete said work within 120 calendar days thereafter.

C. Specifications, Codes and Regulations

Comply with all appropriate specifications, including the general conditions provided separately to the Contractor and codes referred to and with all regulations, ordinances and laws of the City of Madera, the State of California, and the federal government, and permit reasonable inspection of all work by authorized inspectors.

D. Insurance

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- The City of Madera, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided with the following endorsement forms: 1) in the form of an additional insured endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) OR 2) a CG 20 10 10 01 endorsement form along with a CG 20 37 10 01 endorsement form or its equivalent language.
- For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor 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 Owner for all work performed by the contractor, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

E. Lead-Based Paint and Asbestos

- (1) The Contractor shall not use or subcontract to a contractor that uses lead-based paint having more than 6/100 of 1% lead content by weight in the performance of this contract.
- (2) Contractors shall comply with the provisions of 29 CFR Part 1926(OHSA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:
 - i) The contractor shall contact the inspector for the Owner and County of Madera before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
 - ii) Shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OHSA. If air quality monitoring

results exceed 30 ug/cu. For an 8-hour period, then worker blood testing and monitoring requirements provided in OSHA shall apply.

iii) Shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

iv) Shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

v) Shall make proper facilities available for worker hygiene when entering or exiting a work area.

vi) Shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

vii) Shall ensure that specialized cleaning of containment areas is complete before reoccupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by HUD and local or state Departments of Health.

(3) The contractor shall not use the following methods to remove paint that is, or may be, lead-based paint:

i) Open flame burning or torching.

ii) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.

iii) Abrasive blasting or sandblasting without HEPA local exhaust control.

iv) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.

v) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. of electric outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in one interior room or space, or totaling no more than 20 sq. ft. on exterior surfaces.

vi) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or other hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

(4) The contractor shall comply with any and all state or local laws or regulations governing environmental hazards and their remediation.

F. Licenses and Permits:

Obtain and pay for all licenses and permits necessary for the completion and execution of the work and labor to be performed.

G. Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "Work write-up".

H. Completion of Work

At the completion of the NSP3 rehabilitation project, the Contractor will provide documentation of warranties to the Owner, who will pass along the warranties to the NSP3 homeowners when appropriate.

I. Assignments and Subcontracts:

Contractor shall not assign the contract or subcontract any portion of this contract without written consent of the Owner. The request for the assignment must be addressed to the Owner, City of Madera. The Contractor is responsible for all work carried out by any subcontractor.

J. Subcontracts to persons connected to City of Madera or County of Madera

Contractor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City of Madera or County of Madera or its designees or agents, the governing body of the City of Madera or County of Madera, and other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during his or her tenure or for one year thereafter.

K. Guaranty

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may, after giving 30 days notice to the Contractor, do so and charge the Contractor the cost thereby incurred. The Owner shall hold the County of Madera harmless should the contractor not return to correct defects covered under this warranty. The City of Madera will, in no way, guarantee that any defects due to faulty materials or workmanship will

be corrected and will not ask any other government agency to cover the cost of correcting such defects.

L. Correction of Work

(1) The Contractor shall promptly remove from the premises all work rejected by the Owner or agents of the County of Madera for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

(2) All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Board may remove such work and store materials at the expense of the Contractor.

II. Suspension of Work, Termination and Delay

A. The Owner may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

B. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Owner, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to a Contractor selected by the Owner to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to the Board. Such costs incurred by the Board will be determined by the Project Administrator and incorporated in a Change Order.

C. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

D. After ten (10) days from delivery of a Written Notice to the Contractor, the Board may without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

E. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to act on any request for payment within (30) days after it is submitted, or the Owner fails to recommend payment to the Contractor substantially the sum approved by the Owner or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the work.

F. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner

III. Payments to Contractor

A. At least ten (10) days before any payment is to be requested, the Contractor will submit to the Owner a payment request filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors used in the completing of the rehabilitation project. The Owner will authorize no more than three draws as follows:

(1) At 40% completion, with 10% retainage

(2) At 80% completion, with 10% retainage

(3) Upon completion and acceptance of the work, the Owner shall issue a Notice of Completion attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due the Contractor,

including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.

B. A representative of the County of Madera may inspect all work at reasonable time intervals and must approve all draw requests and the Notice of Final Completion.

C. If the Owner fails to make payment thirty (30) days after approval by the Project Administrator, in addition to other remedies available to the contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

IV. Owner's access to the property

A. Prior to substantial completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

B. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

V. Indemnification and Release of Claims and Liabilities

The Contractor hereby indemnifies and holds the Owner, the Owner's agents, and the County of Madera harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, the owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection

with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

VI. Changes in the work and contract price

A. Changes in the Work

(1) The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The Owner shall review and give final approval to all Change Orders.

(2) The Owner may, at any time, by issuing a written Change Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Owner.

B. Changes in Contract Price

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

(1) Unit prices previously approved.

(2) An agreed lump sum.

(3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

VII. Time for Completion and Liquidated Damages

A. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the Contractor shall fail to complete the work within the Contract Time or extension of time granted by the Owner, then the Contractor may be required to pay to the Owner the

amount of \$50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Project Administrator.

(1) To any preference, priority or allocation order duly issued by the Owner;

(2) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

(3) To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 4(a) and 4(b) of this article.

VIII. Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document his efforts to the Owner.

IX. Training and Employment of Lower Income Residents of Project Area

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

X. Owner's Responsibilities:

The Owner shall:

- A. Permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to the carrying out and completion of work.
- B. Cooperate with the contractor to facilitate the performance of the work, including the removal and replacements of rugs, coverings, and furnishings as necessary.
- C. Abide by the terms of this contract and allow the rehabilitation to be carried out in accordance with local codes and federal regulations. This includes not undertaking, altering or contracting for the services of another party to complete any of the work specified in the "Work Write-up" unless the "Work Write-up" specifically authorizes the owner to complete a specified item or supply specified materials.

XI. General Provisions

- A. This contract embodies all the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- B. The Contractor agrees to perform the work required by this contract, and the Owner agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the Contractor in his work in carrying out HUD requirements and local codes and policies.
- C. No member, officer or employee of the County of Madera, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

D. Principal contact persons:

The principal contact person for Owner is Bob Wilson.

The principal contact person for Contractor is Steve Lopez.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE
APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

For Owner:
CITY OF MADERA

For Contractor:
JSL Construction, Inc.

Robert L. Poythress, Mayor

Steve Lopez, CEO

Attest:

ATTACH NOTARY ACKNOWLEDGEMENT

Sonia Alvarez, City Clerk

Approved as to Legal Form:

J. Brent Richardson, City Attorney

EXHIBIT A

SCOPE OF WORK

NEIGHBORHOOD STABILIZATION PROGRAM III

PROPERTY ADDRESS: 27322 Perkins Road, Madera, CA

The Contractor shall be responsible to include in his bid any and all requirements by the City of Madera Building Division to insure that all installations will meet all applicable City Codes. Those installations performed shall be in strict compliance with all Building, Plumbing, Mechanical, meet the standards of the industry, as determined by the Building Division staff of the City of Madera. Repair of items will be done as outlined below to guarantee those repairs for at least one year.

AREA	REPAIR(S) NEEDED:	JSL
Windows	Install new EC low E vinyl dual pane windows throughout including garage. White no grids. Replace dining area window with 5 foot sliding glass door, bathroom window with 3' x 11 window, living room window with 6' x 4'. All others stay same size	\$ 3,450.00
Doors	Interior doors - All new prehung doors, Install new interior doors & trim throughout including closets, doorknobs and hardware, 6 panel textured. Install new front security screen door - Color to be determined. Fire door - Replace with prehung metal door. Man door repaint and new trim.	\$ 2,143.00
Exit cleaning	Thorough exit cleaning of the entire property, top to bottom, interior & exterior. All garbage, trash, rubble and debris to be removed.	\$ 100.00
House Interior	Remove hooks, hangers, nails etc. Remove popcorn ceiling throughout, repair as needed, texture. Install new base boards throughout 3 1/4" colonial. Repair all drywall surfaces throughout house. Retexture entire house. Drywall surfaces that cannot be repaired from damage or mold to be replaced. Remove all old vents throughout house coming from the drop down ceiling in hall and resheet and texture Install new smoke and carbon monoxide detectors with 10 year batteries per code.	\$ 1,001.00
	Demo drop down ceiling in hallway. Remove water line, ducts electrical, everything related to previous swamp cooler. Resheet rock and texture at 8 foot ceiling.	\$ 999.00
	Complete interior paint. Prepare, prime (as needed) and paint all interior surfaces as follows; <u>Kitchen, Family Room, Bedrooms & Hallways:</u> Walls - Behr Premium Plus Harvest brown 710D eggshell. Trim - Behr Premium Plus Swiss Coffee 1812U semi gloss, Ceiling - Behr Premium Plus Swiss Coffee 1812U eggshell. <u>Bathrooms:</u> Walls & trim - Behr Premium Plus Swiss Coffee 1812U semi-gloss. *** VERIFY COLORS PRIOR TO PAINTING ***	
		\$ 1,405.00

AREA	REPAIR(S) NEEDED:	JSL
Door locksets	<p>New Deadbolts, handlesets and key knobs: At -</p> <p>1) Front door, Kwikset Montara Single Cylinder Satin Nickel Handleset with Juno Entry Knob Featuring SmartKey Model # 553MNHXJ 15 SMT CP Internet #203313098 Store SKU # 739922</p> <p>2) Fire door access, Kwikset Signature Juno Smartkey Satin Nickel Round Residential Keyed Entry Door Knob model # 99910-034</p> <p>3) Man Door - Kwikset Signature Juno Smartkey Satin Nickel Round Residential Keyed Entry Door Knob model # 99910-034</p> <p>4) Security Screen door: Kwikset Signature Juno Smartkey Satin Nickel Round Residential Keyed Entry Door Knob model # 99910-034</p> <p>*** Same key to fit all entries ***</p>	\$ 340.00
Kitchen	<p>Demo cabinets, countertops and soffits and refinish. Demo the hall closet that extends into the kitchen and refinish on the kitchen and hall side. Kitchen Tile contains Lead, contractor must adhere to proper demo techniques. See Lead Based Paint Inspection Report demo.</p> <p>Run water line to refrigerator area in recessed box.</p> <p>Move gas line and electrical to new range location.</p> <p>Remove existing exhaust fan, refinish. Install new exhaust fan through roof for microwave system.</p> <p>See "Cabinets" below for replacement instructions</p>	\$ 999.00
	<p>New KOHLER Hartland Double-Basin Drop-in Enameled Cast Iron Kitchen Sink Item #: 125654 Model #: 5818-4-96 (Verify color before purchase)</p> <p>Lowe's</p>	\$ 375.00
	<p>New faucet - Delta Savile 1-Handle Pull-Down Kitchen Faucet Item #: 5365 Model #: 19949-SSSD-DST with new angle stops</p> <p>Install new garbage disposal and complete electrical.</p>	\$ 399.00
	<p>New Hotpoint 1.5 Cu. Ft. Over the Range Microwave Oven RVM1535DMBB (Verify color before purchase)</p>	\$ 275.00
Ceiling fan/lights	<p>Living & Dining rooms 2 fans: New Hunter Louden 46-in Premier Bronze Flush Mount Ceiling Fan with Light Kit Model #: 51048</p> <p>Three Bedrooms 3 fans: Hunter Louden 46-in Premier Bronze Flush Mount Ceiling Fan with Light Kit Model #: 51048</p> <p>TOTAL FIVE FANS with light kit: Wall switches to have double switches, separate switch each for light and fan.</p> <p>Include labor and fixtures.</p>	\$ 800.00
Lights	<p>Install lights labor only, owner to provide fixtures:</p> <p>Front Porch Light</p> <p>Back Porch Light</p> <p>Kitchen Light</p> <p>Kitchen Light above sink</p> <p>Bath room light above mirror</p> <p>Bath room light/exhaust fan combo</p> <p>Garage light</p>	\$ 150.00

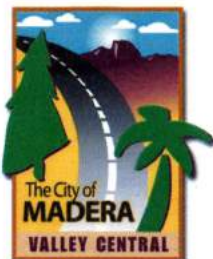
AREA	REPAIR(S) NEEDED:	JSL
Exterior House	Repair all trim and fascia boards, scrap, caulk cracks, sand, replace as needed, prime, paint BEHR PREMIUM PLUS ULTRA color to be determined. Remove all TV cables, wires, satellite dishes, and equipment exterior and interior, patch as needed.	\$ 300.00
	Repair existing stucco entire house as needed. Paint the front side of the front porch. Paint Exterior Stucco with elastomeric paint - color to be determined	\$ 1,400.00
	Remove and replace the existing rain gutters and downspouts front porch. Replace foundation vents as needed.	\$ 199.00
Cabinets	Demo all cabinets kitchen and bath. New configuration kitchen see Cabinet Design Sheets. New cabinets kitchen and bath. Finished alder/birch cabinetry with white melanin shelves, inset panel doors with finger pull outside edge, solid drawer fronts, concealed hinges, side guide drawer guides, 1-5/8 crown molding, toe skins, and casework. Granite counter tops with 6" splash on all cabinets; Madura Gold.	\$ 5,450.00
Garage	Repair fire wall. Replumb washer inlets and outflow per code. Remove faucet..	\$ 265.00
	Install new roll up garage door. Install 1/2 HP Sears Mastercraft chain drive garage door opener. 2 remotes and keyless entry # pad.	\$ 999.00
Hot Water Heater	New 40 gal hot water heater. Install on new 18" metal stand.	\$ 897.00
Front Entry	Install front guardrail on porch per design sheet. Acid wash front concrete porch.	\$ 606.00
Closets	Rehab all closet shelves, replace, repair, clean as needed and repaint. Inhall linen closet install 6 shelf adjustable wire rack organizer system.	\$ 299.00
Front yard	Remove all trees, palm trees, shrubs and plants including stumps & roots,.	\$ 500.00
Backyard	Demo and haul off shed. Remove all debris and items buried in dirt. Remove trees and shrubs, stumps and roots, see photo for Plants to be removed.	\$ 500.00
	Run a 1" sch 40 water line to west side of the house in back yard using galvanized last 18 inches and above ground with Tee and valve for sprinklers and water spigot	\$ 299.00
Flooring	Demo all existing flooring to hardwood. Refinish existing hardwood floors, sand floor down to bare wood vacuuming between different grits, Wipe sanding dust from floor using a cotton cloth dampened with mineral spirits, apply a base coat of sealer(color to be determined), apply 3 coats of water based polyurethane to the floor allowing at least two hours between coats.	\$ 1,497.00
	Kitchen and bathroom install linoleum	\$ 810.00
Fence	New fence, frontages and gates on all three sides - 4x4 treated post set in concrete, 3 rails treated, 6 inch cedar pickets. 6 feet tall. Install 3 ft width gate at front of house on both sides (2 gates total). Install all gate hardware to allow lock. South/back side 62 feet length West side 109 feet length, 5'6" frontage including gate and hardware East side 93 feet length, 7'6" frontage including gate and hardware Front yard fence - remove from driveway. Repair remaining fence on front and side, fix front pedestrian gate.	\$ 4,170.00

AREA	REPAIR(S) NEEDED:	JSL
Hall Bath	Demo bathroom to sheetrock. Tile contains Lead, contractor must adhere to proper demo techniques. See Lead Based Paint Inspection Report. Repair sheetrock and texture, install new sink, faucet, toilet, toilet paper holder, cabinet mirror, light, fan, new bath tub/shower stall, new valve and shower head. Install new cabinet see cabinets specs.	\$ 3,000.00
Patio	Install new Patio Cover 24' x 12' Alumawood solid ceiling and post patio cover, with rain gutter and downspouts. Heavy duty aluminum frame and roofing system. Install 2 new Hampton Bay Gazebo II 52 in. Indoor/Outdoor Natural Iron Ceiling Fan Model #YG18-NI Internet #202528706 Home Depot Store SKU 791-647 with double switch for separate operation of fan and light at inside of house at sliding glass door.	\$ 4,533.00
Electrical	Garage - redo electrical as needed to meet code, with 4 outlets one on each wall and one for garage door opener and light with switch. Kitchen - relocate outlet for new stove location. New outlet for refrigerator. Outlet for garbage disposal and switch and dishwasher. 2 outlets above counters on sink side and 2 new outlets on stove side above counter. Install GFI in bathroom. Replace all outlet, switches, face plates and covers, interior and exterior. New electrical outlets to be 3 prong. Run ground wire to all outlets as needed.	\$ 681.00
Concrete	Install concrete per design sheet.	\$ 2,275.00
Lead	Obtain Lead Clearance - JSA Inspections 559-273-3256	\$ 650.00
Building Permits		\$ 399.00
Total Base Bid for Project:		\$ 42,165.00

AREA	REPAIR(S) NEEDED:	JSL
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Add/Alt Items

Flooring	Install Inhaus Dynamic Highlands laminate wood flooring; living room, hall and bedrooms. 47th Place Carpet One 1717 Howard Road - Madera, CA 93637 559.674.4621 - Fax 559.674.4018 - 800.348.1141 fortyseventhplace@yahoo.com 47thplace.com	
		\$ 3,810.00
Total Add/Alt		\$ 3,810.00
TOTALBASE BID AND ADD/ALT		\$ 45,975.00



REPORT TO THE CITY COUNCIL

MEETING OF FEBRUARY 11, 2015

AGENDA ITEM NUMBER 5B

APPROVED BY:



EXECUTIVE DIRECTOR



BUSINESS MANAGER

SUBJECT: Consideration of a Resolution Approving Contract with JSL Construction, Inc. for the Rehabilitation of 1990 Tangerine Avenue Related to the NSP3 Program, in the amount of \$11,532.00 with a 10% Contingency

RECOMMENDATION: Staff recommends the City Council adopt the resolution awarding the rehabilitation contract to JSL Construction, Inc. in the amount of \$11,532 and authorizing the City Administrator to approve contingencies of up to ten (10) percent.

SUMMARY: The City Council will consider a resolution awarding the contract for the rehabilitation of 1990 Tangerine Avenue to JSL Construction, Inc. in the amount of \$11,532.00 and authorizing additional contingencies of up to ten (10) percent as approved by the City Administrator.

DISCUSSION: The rehabilitation project of 1990 Tangerine Avenue is part of the NSP3 program. Three contractors attended the bid tour. The bid opening was held on Thursday, January 29, 2015. Two (2) bids were submitted and ranged from \$11,532.00 to \$12,945.00. The low bid was submitted by JSL Construction, Inc.

FISCAL IMPACT: There is no impact to the General Fund. Funding is provided through the NSP3 program.

Attachments:

- Resolution
- Rehabilitation Contract
- Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING CONTRACT WITH JSL CONSTRUCTION, INC. FOR THE REHABILITATION OF 1990 TANGERINE AVENUE RELATED TO THE NSP3 PROGRAM, IN THE AMOUNT OF \$11,532.00 WITH A 10% CONTINGENCY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, the COUNTY has been awarded Community Development Block Grant (CDBG) funds in the 2010/2011 cycle from the U.S. Department of Housing and Urban Development, to assist low and moderate income homeowners' in rehabilitating their homes, and to acquire, rehabilitate and resale foreclosed homes (the "Project"); and

WHEREAS, the COUNTY has selected the City to be the contractor for this Project; and

WHEREAS, the City has purchased 1990 Tangerine Avenue for the Project; and

WHEREAS, bids for rehabilitation of 1990 Tangerine Avenue were duly submitted to personnel of the City; and

WHEREAS, all bids were reviewed for compliance with the bid documents; and

WHEREAS, JSL Construction, Inc. was the lowest responsive and responsible bidder on the Project.

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

1. The above recitals are true and correct.
2. The City Council, of the City of Madera, California, does hereby award the rehabilitation contract of 1990 Tangerine Avenue to JSL Construction, Inc. in the amount of \$11,532.00 with an additional 10% contingency upon written approval of the City Administrator or designee.
3. The agreement with JSL Construction, Inc. for the rehabilitation of 1990 Tangerine Avenue, a copy of which is filed in the Office of the City Clerk and referred to for particulars, is hereby approved.
4. The Mayor is authorized to execute the contract on behalf of the City of Madera.
5. This Resolution is effective immediately upon adoption.

County of Madera
Neighborhood Stabilization Program

REHABILITATION CONTRACT
FOR ONE OR MORE SINGLE-FAMILY HOMES

THIS AGREEMENT made and entered into this 11th day of February, 2015, by and Between JSL Construction, Inc., hereinafter called the "Contractor," and the City of Madera whose mailing address is 205 W. Fourth Street, Madera, CA 93637, hereinafter called the "Owner." This agreement is in a form approved by the County of Madera, a funder of this work, hereinafter called the "Grantee."

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. Contractor's Scope of Work and Responsibilities

The Contractor shall comply with the following provisions:

A. Labor, Materials and Work Write-Up

Furnish all labor, materials, supervision, and services necessary to do the work specified for 1990 Tangerine Avenue, Madera, CA 93637 in Exhibit "A" attached hereto and made a part hereof for the total sum of \$11,532.00.

B. Notice to Proceed

Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall begin the work within ten calendar days of the date of said Notice, and shall complete said work within 120 calendar days thereafter.

C. Specifications, Codes and Regulations

Comply with all appropriate specifications, including the general conditions provided separately to the Contractor and codes referred to and with all regulations, ordinances and laws of the City of Madera, the State of California, and the federal government, and permit reasonable inspection of all work by authorized inspectors.

D. Insurance

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- The City of Madera, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided with the following endorsement forms: 1) in the form of an additional insured endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) OR 2) a CG 20 10 10 01 endorsement form along with a CG 20 37 10 01 endorsement form or its equivalent language.
- For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor 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 Owner for all work performed by the contractor, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

E. Lead-Based Paint and Asbestos

(1) The Contractor shall not use or subcontract to a contractor that uses lead-based paint having more than 6/100 of 1% lead content by weight in the performance of this contract.

(2) Contractors shall comply with the provisions of 29 CFR Part 1926(OHSA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

- i) The contractor shall contact the inspector for the Owner and County of Madera before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.
- ii) Shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OHSA. If air quality monitoring

results exceed 30 ug/cu. For an 8-hour period, then worker blood testing and monitoring requirements provided in OHSA shall apply.

iii) Shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OHSA.

iv) Shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

v) Shall make proper facilities available for worker hygiene when entering or exiting a work area.

vi) Shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

vii) Shall ensure that specialized cleaning of containment areas is complete before reoccupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by HUD and local or state Departments of Health.

(3) The contractor shall not use the following methods to remove paint that is, or may be, lead-based paint:

i) Open flame burning or torching.

ii) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.

iii) Abrasive blasting or sandblasting without HEPA local exhaust control.

iv) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.

v) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. of electric outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in one interior room or space, or totaling no more than 20 sq. ft. on exterior surfaces.

vi) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or other hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

(4) The contractor shall comply with any and all state or local laws or regulations governing environmental hazards and their remediation.

F. Licenses and Permits:

Obtain and pay for all licenses and permits necessary for the completion and execution of the work and labor to be performed.

G. Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "Work write-up".

H. Completion of Work

At the completion of the NSP3 rehabilitation project, the Contractor will provide documentation of warranties to the Owner, who will pass along the warranties to the NSP3 homeowners when appropriate.

I. Assignments and Subcontracts:

Contractor shall not assign the contract or subcontract any portion of this contract without written consent of the Owner. The request for the assignment must be addressed to the Owner, City of Madera. The Contractor is responsible for all work carried out by any subcontractor.

J. Subcontracts to persons connected to City of Madera or County of Madera

Contractor shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City of Madera or County of Madera or its designees or agents, the governing body of the City of Madera or County of Madera, and other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during his or her tenure or for one year thereafter.

K. Guaranty

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may, after giving 30 days notice to the Contractor, do so and charge the Contractor the cost thereby incurred. The Owner shall hold the County of Madera harmless should the contractor not return to correct defects covered under this warranty. The City of Madera will, in no way, guarantee that any defects due to faulty materials or workmanship will

be corrected and will not ask any other government agency to cover the cost of correcting such defects.

L. Correction of Work

(1) The Contractor shall promptly remove from the premises all work rejected by the Owner or agents of the County of Madera for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

(2) All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Board may remove such work and store materials at the expense of the Contractor.

II. Suspension of Work, Termination and Delay

A. The Owner may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

B. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Owner, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to a Contractor selected by the Owner to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to the Board. Such costs incurred by the Board will be determined by the Project Administrator and incorporated in a Change Order.

C. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

D. After ten (10) days from delivery of a Written Notice to the Contractor, the Board may without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

E. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to act on any request for payment within (30) days after it is submitted, or the Owner fails to recommend payment to the Contractor substantially the sum approved by the Owner or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the work.

F. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner

III. Payments to Contractor

A. At least ten (10) days before any payment is to be requested, the Contractor will submit to the Owner a payment request filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors used in the completing of the rehabilitation project. The Owner will authorize no more than three draws as follows:

(1) At 40% completion, with 10% retainage

(2) At 80% completion, with 10% retainage

(3) Upon completion and acceptance of the work, the Owner shall issue a Notice of Completion attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due the Contractor,

including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.

B. A representative of the County of Madera may inspect all work at reasonable time intervals and must approve all draw requests and the Notice of Final Completion.

C. If the Owner fails to make payment thirty (30) days after approval by the Project Administrator, in addition to other remedies available to the contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

IV. Owner's access to the property

A. Prior to substantial completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

B. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

V. Indemnification and Release of Claims and Liabilities

The Contractor hereby indemnifies and holds the Owner, the Owner's agents, and the County of Madera harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, the owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection

with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

VI. Changes in the work and contract price

A. Changes in the Work

(1) The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The Owner shall review and give final approval to all Change Orders.

(2) The Owner may, at any time, by issuing a written Change Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Owner.

B. Changes in Contract Price

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

(1) Unit prices previously approved.

(2) An agreed lump sum.

(3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

VII. Time for Completion and Liquidated Damages

A. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

C. If the Contractor shall fail to complete the work within the Contract Time or extension of time granted by the Owner, then the Contractor may be required to pay to the Owner the

amount of \$50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Project Administrator.

- (1) To any preference, priority or allocation order duly issued by the Owner;
- (2) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- (3) To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 4(a) and 4(b) of this article.

VIII. Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document his efforts to the Owner.

IX. Training and Employment of Lower Income Residents of Project Area

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

X. Owner's Responsibilities:

The Owner shall:

- A. Permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to the carrying out and completion of work.
- B. Cooperate with the contractor to facilitate the performance of the work, including the removal and replacements of rugs, coverings, and furnishings as necessary.
- C. Abide by the terms of this contract and allow the rehabilitation to be carried out in accordance with local codes and federal regulations. This includes not undertaking, altering or contracting for the services of another party to complete any of the work specified in the "Work Write-up" unless the "Work Write-up" specifically authorizes the owner to complete a specified item or supply specified materials.

XI. General Provisions

- A. This contract embodies all the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- B. The Contractor agrees to perform the work required by this contract, and the Owner agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the Contractor in his work in carrying out HUD requirements and local codes and policies.
- C. No member, officer or employee of the County of Madera, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

D. Principal contact persons:

The principal contact person for Owner is Bob Wilson.

The principal contact person for Contractor is Steve Lopez.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

For Owner:
CITY OF MADERA

For Contractor:
JSL Construction, Inc.

Robert L. Poythress, Mayor

Steve Lopez, CEO

Attest:

ATTACH NOTARY ACKNOWLEDGEMENT

Sonia Alvarez, City Clerk

Approved as to Legal Form:

J. Brent Richardson, City Attorney

EXHIBIT A

SCOPE OF WORK

NEIGHBORHOOD STABILIZATION PROGRAM III

PROPERTY ADDRESS: 1990 Tangerine Ave, Madera, CA

The Contractor shall be responsible to include in his bid any and all requirements by the City of Madera Building Division to insure that all installations will meet all applicable City Codes. Those installations performed shall be in strict compliance with all Building, Plumbing, Mechanical, meet the standards of the industry, as determined by the Building Division staff of the City of Madera. Repair of items will be done as outlined below to guarantee those repairs for at least one year.

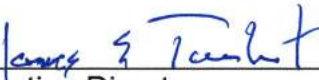
AREA	REPAIR(S) NEEDED:	JSL
Doors	Replace sliding glass door. Front entry -New weather stripping. Repaint door color to be determined. Garage fire door and man door new weather stripping. Install wall protective door stops as needed throughout house.	\$ 1,560.00
Exit cleaning	Thorough exit cleaning of the entire property, top to bottom, interior & exterior. All garbage, trash, rubble and debris to be removed.	\$ 250.00
House Interior	Repair all drywall surfaces throughout house as needed. Retexture and repaint repaired areas as needed to match existing. Repaint wall between dining area and formal living/dining area, match existing. Install new smoke and carbon monoxide detectors with 10 year batteries per code. Replace all burnt out light bulbs throughout.	\$ 315.00
Door locksets	New Deadbolts, handlesets and key knobs: At - 1) Front door , Kwikset Montara Single Cylinder Satin Nickel Handleset with Juno Entry Knob Featuring SmartKey Model # 553MNHXJ 15 SMT CP Internet #203313098 Store SKU # 739922 2) Fire door , Kwikset Signature Juno Smartkey Satin Nickel Round Residential Keyed Entry Door Knob model # 99910-034 3) Man Door - Kwikset Signature Juno Smartkey Satin Nickel Round Residential Keyed Entry Door Knob model # 99910-034	\$ 300.00
Kitchen	Reattach front panel on cabinet below kitchen sink	\$ 25.00
Ceiling fan/lights	Two Bedrooms Bedroom 1 and Master Bedroom: Hunter Louden 46-in Brushed Nickel Ceiling Fan with Light Kit Model #: 51049 Lowes Living Room 1 fan: Hunter Louden 46-in Premier brushed nickel ceiling fan with light kit. Model #51049 TOTAL THREE FANS with light kit: Wall switches to have double switches, separate switch each for light and fan.	\$ 375.00

AREA	REPAIR(S) NEEDED:	JSL
Exterior House	Replace window screens as needed.	\$ 210.00
Garage	Provide two new remote controls for garage door opener. Texture & Paint Garage Interior	\$ 450.00
Backyard	Repair gate.	\$ 30.00
Flooring	Put the wood flooring back together in the living room where boards are separated snap them back together. Fix all entries from hallways to bedrooms and bath.	\$ 300.00
Master Bath	New toilet paper holder, toilet seat, light bar. Remove hooks, repair and paint to match existing.	\$ 130.00
Patio	Install new Patio Cover 23' x 14' Alumawood solid ceiling and post patio cover, with rain gutter and downspouts. Heavy duty aluminum frame and roofing system. Install 2 new Hampton Bay Gazebo II 52 in. Indoor/Outdoor Natural Iron Ceiling Fan Model #YG18-NI Internet #202528706 Home Depot Store SKU 791-647 with double switch for separate operation of fan and light at inside of house right of sliding glass door.	\$ 4,891.00
Building Permits		\$ 399.00
Total Base Bid for Project:		\$ 9,235.00
Add/Alt Items		
Flooring	Replace existing wood flooring with Inhaus Dynamic Highlands laminate wood flooring; living room, hall, and dining room. 47th Place Carpet One 1717 Howard Road - Madera, CA 93637 559.674.4621 - Fax 559.674.4018 - 800.348.1141 fortyseventhplace@yahoo.com 47thplace.com	\$ 2,297.00
Total Add/Alt		\$ 2,297.00
TOTAL BASE AND ADD/ALT		\$ 11,532.00

REPORT TO THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: February 11, 2015
AGENDA ITEM NUMBER: 5C

APPROVED BY:


Executive Director

Subject: Consideration of a Resolution Approving an Agreement Between NorthStar Engineering Group Inc., and The Successor Agency of The Former Madera Redevelopment Agency For Engineering Services Related to the Southwest Industrial Park Project Infrastructure Master Plan

Summary: The Successor Agency will consider a resolution approving an Agreement with NorthStar Engineering Group, Inc. in an amount not to exceed \$68,571.05

HISTORY/BACKGROUND

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



The project was initially delayed by the dissolution of redevelopment. More recently, the project was impacted by discussions with Union Pacific regarding the addition of a railroad crossing at Massetti Drive. We have not been given a definitive answer as to the number of

existing crossings we would have to give up in exchange for a new crossing. As a result we have requested NorthStar to prepare a circulation plan that doesn't add a new crossing.

SITUATION

During the review of the 14-15B ROPS the expenditure was denied by DOF. Following our "Meet and Confer" discussion the decision was reversed as follows:

- Item No. 48 – Bond funded project totaling \$140,000. Finance no longer denies this item; however, with the Agency's concurrence, this item is reduced to \$70,000. During the meet and confer the Agency provided additional documentation to support that \$70,000 would be expended within the ROPS 14-15B period. We note the bond proceeds requested are derived from bonds issued in 2003 and 2008.

Any future amendments will depend on the City's final selection of a traffic circulation plan.

This action is subject to approval of the Oversight Board and Department of Finance.

RECOMMENDATION

Staff recommends the Successor Agency adopt the resolution approving the Agreement with NorthStar Engineering Group, Inc. in an amount not to exceed \$68,571.05

JET:cm

Attachments:

- Resolution (Agency)
- Agreement
- NorthStar Contract Exhibit

**AGREEMENT BETWEEN NORTHSTAR
ENGINEERING GROUP, INC., AND THE
SUCCESSOR AGENCY TO THE FORMER
MADERA REDEVELOPMENT AGENCY FOR
ENGINEERING SERVICES RELATED TO
THE SOUTHWEST INDUSTRIAL PARK
PROJECT**

This Agreement made and entered into this 11 day of February, 2015, between the Successor Agency to the Former Madera Redevelopment Agency, hereinafter called "Agency," and NorthStar Engineering Group, Inc., 620 12th Street, Modesto, California 95354, hereinafter called "NorthStar."

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 preparation of a Phase II Utility Master Plan for the 112 acre Industrial Park site (the "Project").

b. Agency requires engineering services of a qualified specialist for Design and Consulting related to the Southwest Industrial Park Project.

c. Agency has determined that NorthStar is a firm having the necessary experience and qualifications to provide relocation 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 NorthStar as follows:

1.0 Services. The Agency hereby employs NorthStar to perform the consulting services herein set forth at the compensation and upon the terms and conditions herein expressed, and

NorthStar 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 NorthStar. It shall be the duty, obligation and responsibility of NorthStar, in a skilled and professional manner, to perform, furnish and supply to the Agency the engineering and consulting services ("Services") required pertaining to the preparation of a Phase II Utility Master Plan for 112 Acre Industrial Park site, as further described in the "Madera Southwest industrial Park Scope of Work", on Task 1 thru 7 of the "Phase II Utility Master Plan Traffic and Circulation for 112 Acre Industrial Site, Madera CA", dated February 4, 2015, from NorthStar 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. NorthStar shall communicate and meet with Agency staff at Project progress meetings at intervals mutually agreed to between Agency and NorthStar to verify, refine and complete Project requirements, and review the progress of the Project. NorthStar 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 NorthStar, whether written or oral, and all opinions rendered by NorthStar, 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 NorthStar or which NorthStar discovers or develops in performance of the Services under this Agreement, shall be deemed

confidential. NorthStar 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 NorthStar's professional obligations to be disclosed.

3.0 NorthStar'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 NorthStar to the Agency, Agency agrees to pay to NorthStar, and NorthStar 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 \$68,571.05. It is understood and agreed to by both parties that all expenses incidental to NorthStar'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 - NorthStar 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 NorthStar within thirty (30) days after presentation of approved invoices to Agency.

4.0 Audits and Inspections Access. NorthStar 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 NorthStar's records and data with respect to matters covered by this Agreement. NorthStar 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 NorthStar agree that time is of the essence in each

and every term of this Agreement, and that the Project will be completed within a reasonably expeditious time period, but in no event to exceed 365 days from the date of this Agreement.

6.0 Compliance With Laws. NorthStar shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of NorthStar'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 NorthStar for any damages incurred by NorthStar as a result of such reuse, including use of incomplete documents.

8.0 Liability Insurance. During the term of this Agreement, NorthStar 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. NorthStar will provide current certification of said insurance

to the Agency concurrent with execution of this Agreement. NorthStar agrees to provide Agency with any and all updates of said insurance certificates upon request of Agency.

8.2 Agency Provided Information. NorthStar 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 NorthStar and NorthStar 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 NorthStar under this Agreement, unless such claim or liability is caused by the contributory negligence or willful misconduct of NorthStar 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 NorthStar.

9.0 Independent Contractor. In performance of the work, duties, and obligations assumed by NorthStar under this Agreement, it is mutually understood and agreed that NorthStar, including any and all of NorthStar'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 NorthStar shall perform its work and functions. However, Agency shall retain the right to administer this Agreement so as to verify that NorthStar 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, NorthStar shall have absolutely no right to employment rights and benefits available to Agency employees. NorthStar shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, NorthStar shall be solely responsible, and shall hold Agency harmless from all matters relating to payment of NorthStar'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, NorthStar may be providing services to others unrelated to Agency or to this Agreement.

10.0 Hold Harmless. NorthStar 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 NorthStar, 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 NorthStar 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 NorthStar, any requirement of the Agency under the terms of this Agreement is unsound from a planning standpoint, NorthStar 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:
NorthStar Engineering Group, Inc.
c/o Tony de Melo, PE
620 12th Street, Modesto, CA 95354

In the event of such termination, NorthStar 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 NorthStar will be subject to negotiation.

15.0 Assignment. Neither the Agency nor NorthStar 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 NorthStar'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 NorthStar's Authority. Each individual executing or attesting to this Agreement on behalf of NorthStar 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 NorthStar 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 NorthStar and Agency respecting engineering services, and correctly sets forth the obligations of NorthStar 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

NORTHSTAR ENGINEERING GROUP, INC.

By: _____
Robert Poythress, Mayor

By: _____
Tony de Melo, PE., Director of Engineering

APPROVED AS TO FORM:

ATTEST:

By: _____
Brent Richardson, General Counsel

By: _____
Claudia Mendoza, Recording Secretary

RESOLUTION NO. SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, APPROVING AGREEMENT WITH NORTHSTAR ENGINEERING GROUP, INC., FOR ENGINEERING SERVICES RELATED TO THE SOUTHWEST INDUSTRIAL PARK PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SUCCESSOR AGENCY 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 and consulting services ("Services") for the preparation of a Phase II Utility Master Plan for the 112 acre Industrial Site in the Redevelopment Project Area; and

WHEREAS, NorthStar Engineering Group Inc., ("NorthStar") is an organization that is qualified to provide such services; and

WHEREAS, the Agency has prepared an agreement with NorthStar 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 Northstar Engineering Group, Inc. for Engineering Services related to the Southwest Industrial Park 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 11th day of February 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Poythress, Mayor

ATTEST:

Claudia Mendoza, Secretary

Approved as to Legal Form:

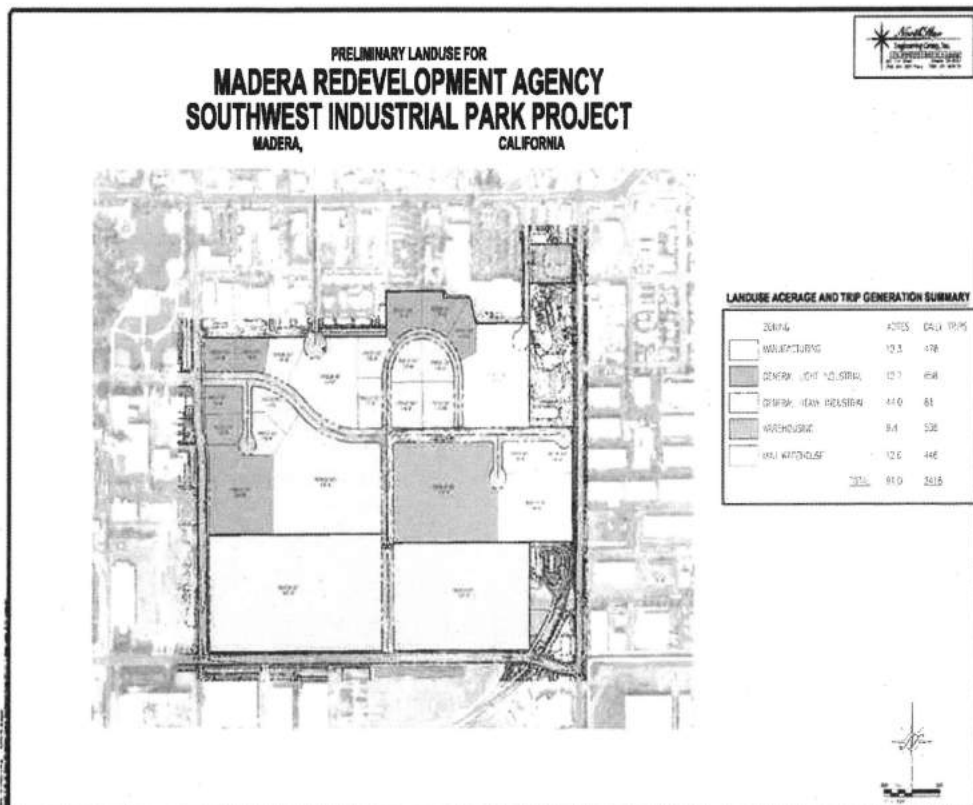
Brent Richardson, General Counsel

EXHIBIT A

NorthStar Engineering Group, Inc.



Phase II Utility Master Plan Traffic and Circulation
For 112 Acre Industrial Site
Madera, CA



620 12th Street
Modesto, CA 95354
(209) 524-3525

Prepared For: Successor Agency to the Former
Madera Redevelopment Agency
428 East Yosemite Avenue
Madera, CA 93638

February 4, 2015

MADERA SOUTHWEST INDUSTRIAL PARK SCOPE OF WORK

Task 1.0 - Review Existing Studies Relevant Project Information and Meetings

- 1.1 *Information Collection* – Existing project information, designs, details, maps, calculations, master plans, and reports that are available will be reviewed. A project kickoff meeting that includes the Madera RDA and key City Staff is included in this Task to identify the capabilities and procedures for utilizing and extending utility services. The meeting will also be a forum to establish consensus for the project goals and objectives that will be used as a basis for the Utilities Master Plan.
- 1.2 *Meetings* – Meet with key project participants from the City, utility companies, and agencies to develop and establish capacity/demand conditions, design constraints as they relate to circulation and land use planning, and growth scenarios. This task also includes progress meetings in order to maintain production and budget accountability and a project schedule that meets the needs of the project stakeholders. Eight (8) meetings are estimated for this task.
- 1.3 *Circulation and Alignment Workshop* – NorthStar will prepare a Concept Plan and meet with the City and project stakeholders to review and confirm master planning level alignments of roadways and traffic points of connection. This meeting will result in the acceptance of conceptual right-of-ways and allow the analyses to proceed for the water, sewer, and storm drain utilities that will be located in the planned right-of-ways.
- 1.4 *Railroad Coordination* – Meet with personnel from Union Pacific Railroad to coordinate the potential and requirements for additional railroad crossings as well as the extension of Almond Street across the railroad tracks.

Task 2.0 - Ortho-Rectified Aerial Photo and Topographic Field Surveys

- 2.1 *Research and Coordination* – Perform research to locate horizontal survey control points based on the California State Plane Coordinate System, and to locate vertical bench mark on the NAVD 88 elevation datum. Coordinate with Aerial Photography Consultant to provide appropriate control network and to integrate aerial information into survey and design exhibits.
- 2.2 *Field Survey* – Perform a Field Survey to set aerial photo control targets, in accordance with Aerial Photography Consultant's spacing and location requirements. Perform a supplemental Field Survey at preliminary design level accuracy for preliminary facilities master planning purposes to locate existing water, sewer, and storm drain improvements, as necessary to perform the preliminary master planning. The survey will not include Boundary Survey services. Madera County G.I.S. base mapping (parcel shape files to be provided by the City) will be utilized to define the approximate project limits. The Survey will be performed utilizing GPS RTK survey equipment and elevation tolerance will be within approximately +/- 0.10'. The survey will not provide final design level accuracy with regard to density of shots and location of shots.
- 2.3 *Aerial Survey/ Orthorectified Photo* – Perform photogrammetric services utilizing aerial photo control targets established in Task 2.2 to establish horizontal and vertical mapping control. Provide 1"=50' mapping with 1' contours. Mapping will include all visible plan features as well as elevation grid spots and break line data. Provide colored digital orthorectified photo and an AutoCAD drawing. See attached Scope of Work provided by NorthStar's Sub-Consultant Aero-Graphics for more Aerial Survey detail.

- 2.4 *Topographic Exhibit* – Deliver a signed and stamped hard copy of the Preliminary Design Level Topographic Survey and a copy of the AutoCAD files for utilization by the Client. Appropriate drawing scales will be determined based on review of final topographic data.

Task 3.0 - Utility Demand and Capacity Analyses

- 3.1 *Hydraulic Calculations and Modeling* – Prepare preliminary calculations and hydraulic models to confirm conveyance capacities and system demands to identify:
- Existing deficiencies;
 - Short-term growth (out 5-7 years);
 - Long-term future growth;
 - Basis for preliminary cost estimates;
 - Development phasing and scheduling scenarios.
- 3.2 *Sewer Analysis* – Establish needed sewer trunk line sizes and configuration within the limits of the industrial site, including points of connection to existing adjacent off-site facilities of master planned improvements.
- 3.3 *Domestic Water Analysis* – Develop and analyze a model of the planned water system utilizing the boundary conditions set by existing adjacent water system components. The analysis will identify the need for additional source capacity or storage based on demand factors and exiting conditions provided by the City. A looped water system, including recommended pipe sizes, will be provided with the analysis.
- 3.4 *Storm Drain Analysis* – Identify preferred pathways for on-site storm drainage conveyance and analyze the size of the needed pipe lines. Identify the preferred location(s) and size of detention basins and the potential for dual use of facilities. Analyze capacities of off-site retention basin and conveyance piping. Provide water quality treatment recommendations for storm drainage discharge in compliance with NPDES requirements.
- 3.5 *Traffic and Circulation Study* – See attached Scope of Work provided by NorthStar's Sub-Consultant KD Anderson and Associates.
- 3.6 *Evaluation of Analyses* – Evaluate design requirements for planning and phasing of utilities for the site. The evaluation will combine the criteria with the results of the hydraulic analyses for each utility. Prepare planning level project cost estimates.

Task 4.0 - Circulation Layout and Land Use Planning Options

- 4.1 *Circulation and Alignment Layout* – NorthStar will prepare a Concept Plan and meet with the City and project stakeholders to review and confirm master planning level alignments of roadways and traffic points of connection. This meeting will result in the acceptance of conceptual right-of-ways and allow the land use planning options to move forward.
- 4.2 *Land Use Planning Options* – Based on information gleaned from above and analysis provided by the Traffic Consultant, prepare up to three (3) land use planning options for development of property. The final and best use as chosen by the City will be used by the Landscape Architect to prepare a colored rendering for presentation purposes.

Task 5.0 - Preliminary Design Report

- 5.1 *Preliminary Design Report* – NorthStar will prepare and submit a draft summary report, including exhibits for review and comment by the Client. The Preliminary Design Report (PDR) will include the following components:
- Background summary;
 - Existing deficiencies;
 - Growth projections;
 - Descriptions of proposed infrastructure;
 - Supporting calculations and exhibits;
 - Basis for preliminary cost estimates;
 - Development phasing and scheduling scenarios.
- Upon review of the draft PDR, comments received from the City will be incorporated into the final document that will be submitted for approval by the City and acceptance by Council.
- 5.2 *Engineering Support* – NorthStar will provide engineering support and exhibits for presentation of this work to the City Council under the guidance of City Staff.

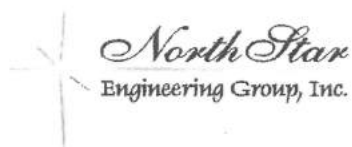
Task 6.0 - Railroad Crossing Pre- Application Submittal Package

- 6.1 *Project Management* – Provide coordination with the City of Madera, Union Pacific Railroad Company (UPRR), and team consultants regarding design requirements and coordination efforts anticipated for the proposed crossing. Coordination efforts will include meetings, review of findings, and conference calls. Prepare applications including, but not limited to, UPRR Preliminary Engineering Agreement, UPRR Road Crossing Checklist, UPRR Crossing or Encroachment Application, and Permit for Survey Work.
- 6.1b *Pre-Application Letter* – Prepare a pre-application letter describing the City of Madera's interest to create the new crossing and willingness to close an existing crossing. The letter will detail the existing traffic conditions and the proposed traffic conditions based on the findings of the pre-application analyses performed in Tasks 1.3 - 1.5, and will emphasize the importance to the City's development needs.
- 6.1c *Conduct Traffic Counts and Determine Change in Traffic Volumes at Grade Crossings* – Daily traffic counts will be conducted over three days along 4th Street west of the Pine Street/4th Street intersection to determine 'typical' mid-week traffic volumes currently crossing the railroad tracks. A trip generation analysis will be conducted for the expected uses of the Southwest Industrial Park. A memo will be prepared contrasting the expected trips generated by the industrial park that will cross the UPRR tracks at the proposed Pine Street/Massetti Drive intersection and the traffic currently traveling across the 4th Street railroad crossing.
- 6.1d *Conduct Traffic Diagnostic* – A traffic diagnostic will be completed to determine whether additional time (advance preemption) is required beyond the simultaneous time provided for the clearance interval of the proposed traffic signal. The purpose of this analysis is to determine if advance preemption is required to move stationary vehicles out of the crossing before the arrival of the train. The Texas Department of Transportation Guide will be utilized as the basis for signal preemption requirements.

- 6.1e *Prepare Pre-Design Traffic Exhibits/Geometrics* – Intersection layouts identifying the proposed street alignments will be prepared in conjunction with Civil Plans. Prepare pre-design level signing/stripping exhibits for the closure of 4th Street. Prepare preliminary lane geometry including signing and stripping and preliminary signal equipment types and locations for the proposed Massetti Drive crossing.
- 6.1f *Prepare Pre-Design Civil Exhibits/Geometrics* – Perform record right-of-way calculations in accordance with official maps of record at 4th Street crossing. Perform Preliminary Topographic Survey at the existing 4th Street crossing. Compile existing right-of-way and topographic information for the proposed Massetti Crossing as required to complete the Concept Plan showing plan view and profile view in accordance with UPRR Engineering Standards. Prepare intersection layouts identifying the proposed street alignments in conjunction with Traffic Plans. The Massetti Street Concept Plan will depict proposed roadway geometrics, utility crossings and grades, and supplemental information specified in the UPRR “Road Crossing Checklist” for the proposed Massetti Road crossing. Prepare pre-design level civil improvement exhibits depicting proposed roadway geometrics, utilities, and grades for the closure of 4th Street. Prepare and submit UPRR “Road Crossing Checklist” along with the “Preliminary Engineering Agreement”, location map, and concept plan. Concept plan will be submitted on 11 x 17 inch paper with a scale of 1 inch to 20 feet as specified in the “Road Crossing Checklist”.

Task 7.0 – Updated and Additional Traffic Report

- Task 7.1a *Conduct Traffic Counts and Determine Change in Traffic Volumes at Grade Crossings* - Daily traffic counts will be conducted over three days along Jennings Street, O Street, N Street, and O-N Alley intersections to determine ‘typical’ mid-week traffic volumes currently crossing the railroad tracks. A trip generation analysis will be revised for the expected uses of the Southwest Industrial Park.
- Task 7.1b *Conduct Traffic Diagnostic* - A traffic diagnostic will be completed to determine whether additional time (advance preemption) is required beyond the simultaneous time provided for the clearance interval of the proposed traffic signal. The purpose of this analysis is to determine if advance preemption is required to move stationary vehicles out of the crossing before the arrival of the train. The Texas Department of Transportation Guide will be utilized as the basis for signal preemption requirements.
- Task 7.1c *Prepare Pre-Design Traffic Exhibits / Geometrics* - Intersection layouts identifying the proposed street alignments will be prepared in conjunction with Civil Plans. Prepare pre-design level signing / stripping exhibits for the closure. Prepare preliminary lane geometry including signing and stripping and preliminary signal equipment types and locations for the proposed Massetti Drive crossing.



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MADERA RDA 112 ACRE INDUSTRIAL PROJECT

Job # 09-739

Estimate of Consulting Fees - Budget Remaining

Task	Item Description [a]	Proposal
1.1	Information Collection	\$0.00
1.2	Meetings	\$5,624.50
1.3	Circulation and Alignment Workshop	\$2,870.00
1.4	Railroad Coordination	\$0.00
2.1	Research and Coordination	\$0.00
2.2	Field Survey	\$0.00
2.3	Aerial Survey/Orthorectified Photo	\$0.00
2.4	Topographic Exhibit	\$0.00
3.1	Hydraulic Calculations and Modeling	\$5,508.00
3.2	Sewer Analysis	\$5,364.00
3.3	Domestic Water Analysis	\$2,980.00
3.4	Storm Drain Analysis	\$9,468.00
3.5	Traffic and Circulations Study	\$8,045.25
3.6	Evaluation of Analysis	\$1,365.00
4.1	Circulation and Alignment Layout	\$380.00
4.2	Land Use Planning Options	\$0.00
5.1	Preliminary Design Report	\$17,144.30
5.2	Engineering Support	\$0.00
5.3	Land Use Graphics and Exhibits	\$0.00
6.1	Railroad Crossing Pre-App Submittal Process	\$3,412.00
7.1	Updated and Additional Traffic Report	\$6,410.00
Totals ==>		\$68,571.05

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